
City of Grand Island



Tuesday, August 23, 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 - Bishop Jon Rosenlund, Church of Jesus Christ of Latter-day Saints, 212 West 22nd 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, August 23, 2022

Council Session

Item E-1

Public Hearing on Request from Stripe Zone, LLC dba Blazin Wings N More, 1023 West 2nd Street for a Class "C" Liquor License

Council action will take place under Consent item G-4.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: August 23, 2022

Subject: Public Hearing on Request from Stripe Zone LLC dba Blazin Wings N More, 1023 West 2nd Street for a Class "C" Liquor License and Liquor Manager Designation for Ernesto Franco, 8930 Chukar Circle, Grand Island, Nebraska

Presenter(s): RaNae Edwards, City Clerk

Background

Section 4-2 of the Grand Island City Code declares the intent of the City Council regarding liquor licenses and the sale of alcohol.

Declared Legislative Intent

- It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:
- (A) To express the community sentiment that the control of availability of alcoholic liquor to the public in general and to minors in particular promotes the public health, safety, and welfare;
 - (B) To encourage temperance in the consumption of alcoholic liquor by sound and careful control and regulation of the sale and distribution thereof; and
 - (C) To ensure that the number of retail outlets and the manner in which they are operated is such that they can be adequately policed by local law enforcement agencies so that the abuse of alcohol and the occurrence of alcohol-related crimes and offenses is kept to a minimum.

Discussion

Stripe Zone LLC dba Blazin Wings N More, 1023 West 2nd Street has submitted an application for a Class "C" Liquor License. A Class "C" Liquor License allows for the sale of alcohol and distilled spirits on and off sale inside the corporate limits of the city.

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all licenses. This application has been reviewed by the Clerk, Building, Fire, Health, and Police Departments. See attached Police Department report.

Also submitted was a request for Liquor Manager Designation for Ernesto Franco, 8930 Chukar Circle, Grand Island, Nebraska. Staff recommends approval of the liquor license contingent upon final inspections and liquor manager designation for Ernesto Franco, 8930 Chukar Circle, Grand Island, Nebraska contingent upon passing a state approved alcohol/seller training course.

Alternatives

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

1. Approve the application.
2. Forward to the Nebraska Liquor Control Commission with no recommendation.
3. Forward to the Nebraska Liquor Control Commission with recommendations.
4. Deny the application.

Recommendation

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

Sample Motion

Move to approve the application for Stripe Zone LLC dba Blazin Wings N More, 1023 West 2nd Street for a Class "C" Liquor License contingent upon final inspections and Liquor Manager designation for Ernesto Franco, 8930 Chukar Circle, Grand Island, Nebraska contingent upon passing a state approved alcohol/seller training course.

07/28/22	Name	Franco, Ernesto Rene	owner
07/28/22	Name	Blazin Wings N More,	business

08/16/22

Narrative

Liquor License Investigation
Grand Island Police Department

Stripe Zone LLC; DBA Blazin Wings N More, will be located at the site of the former Pizza hut Delivery location; 1023 W 2nd Street. Owner Ernesto Franco has applied for a new Class C; Beer, Wine, Distilled Spirits on and off sale, liquor license for the business.

Responsible LEO:

Approved by:

Date

08/16/22

Supplement

309

Liquor License Investigation

Grand Island Police Department
Supplemental Report

Date, Time: 8-11-22

Reporting Officer: Sgt Dvorak #309

Unit #: CID

Stripe Zone LLC; doing business as Blazin Wings N More; has applied for a Class C Liquor License; beer, wine and spirits on and off sale. Ernesto Franco is the owner of the LLC and the new business. The site of Blazin Wings N More is the old Pizza Hut delivery center, located at 1023 W 2nd. The application lists Karen Franco as Ernesto's spouse. I am aware that Blazin Wings N More already has a location in Aurora. Ernesto Franco is the License Holder there, with permit number #124720.

I first checked, and found neither of the Francos have any active warrants for their arrest. Both Francos report they have resided in Grand Island for many years. I then utilized our local Spillman database, State of NE records through NCJIS, and a paid, law enforcement only database to perform background checks.

Locally I found that Ernesto was recently involved in two separate incidents where he was labeled as a suspect. Upon review, I noted that the first disturbance involved Ernesto and Karen's teenage daughter, and the other involved a civil issue surrounding work completed on this location for Blazin Wings N More. I also noted that Ernesto was the reporting party for several incidents involving local establishments in the past.

In checking State of Nebraska files, I found that Ernesto only had one recent traffic contact, which he had disclosed on the application. Karen had several listed contacts, none of which were more recent than approximately four or five years ago. All contacts for minor infractions. None of these entries concern me.

I next consulted the paid, law enforcement only database. This source typically covers items of a civil nature, such as bankruptcies, judgments, liens etc. I noted no bankruptcies or liens. I found three (3) civil judgments, none currently pending, with the most recent over ten years ago. Nothing of concern or disqualifying was noted.

I arranged to meet with Ernesto at the former Pizza Hut Delivery building on 8-4-22. The building was still undergoing renovations, but the seating, kitchen and storage areas were recognizable. Franco explained that he was the manager at Amigos here in Grand Island for many years. He then partnered with Junior Roebuck to open the Blazin Wings N More in Aurora. He has operated that business for almost a year, but wanted to get back to Grand Island, When this building became available, Ernesto said he became determined to go into business for himself. Franco said his wife is involved in the new Stripe Zone LLC, but not on the proposed liquor license.

Franco said he is still hoping for a September 15th opening, but recent events have put that date in question. Franco said he only found out last week that the current commercial vent hood was not sufficient for chicken fryers, and he now has to replace the current hood, at considerable cost. Franco said that eat in dining will be under 50 person capacity, and he hopes to derive much of his

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business in drive thru and take out orders.

Ernesto said his sit down hours of operation will be Sunday through Thursday from 1100-2300, while Friday and Saturday he will remain open until 0200 in the drive thru only to capitalize on the "after bar" crowd. Franco said he intends to put a dent in McDonald's sales of that demographic. Franco said he will be working much of the time, but plans to have around ten other employees. He said he will only offer bottle and canned beer, along with margaritas. He does not intend to offer a mixed drink option on the menu.

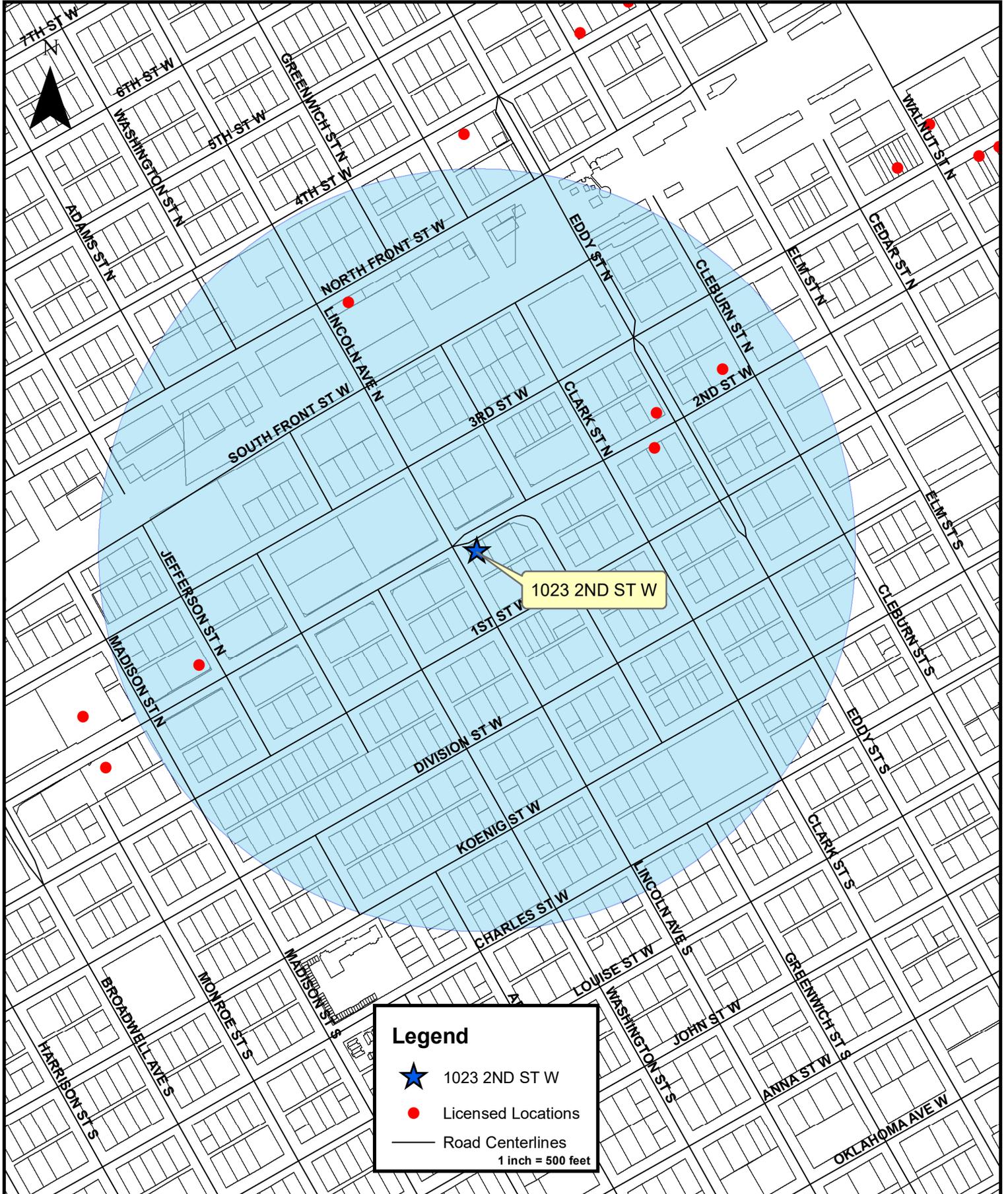
We discussed licensing concerns, distributor options, and age requirements for his employees that serve alcohol. Franco said he is familiar with his responsibilities from his work at the location in Aurora. Franco told me that one of his employees in Aurora sold to a minor earlier this year, and he knows he will need to be diligent at this new location due to (he hopes) increased customers and sales. Ernesto said he will have surveillance cameras installed before opening for business. I told Franco that GIPD asks for, and expects, cooperation with any on site issues he might encounter.

Ernesto gave me a tour of the facility, I left a business card for future contacts, and I departed.

The Grand Island Police Department does not object to Stripe Zone LLC, DBA Blazin Wings N More, and Ernesto Franco manager, being issued a Class C Liquor License for the new business.

08/16/22

Liquor License Application: Class "C": Stripe Zone, LLC dba Blazin Wings N More





City of Grand Island

Tuesday, August 23, 2022

Council Session

Item E-2

**Public Hearing on Redevelopment Plan for CRA No. 34 for
Redevelopment for Property Located North of 13th Street and East
of the Moores Creek Drainway (Starostka Group Unlimited)**

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: August 23, 2022

Subject: Site Specific Redevelopment Plan for CRA Area #34
Starostka Group Unlimited – Millennial Estates

Presenter(s): Chad Nabity, AICP CRA Director

Background

Starostka Group Unlimited is proposing to develop property north of 13th Street and east of the Moore’s Creek drainway for residential uses. They are proposing 120 units of housing. The property is zoned R2 Low Density Residential consists of unplatted property that they are proposing to develop as Millennial Estates Subdivision. As part of this development they will be constructing an extension of Claude Road adjacent to their property north of 13th Street along with installing a trail on the east side of the property and relocating the Moore’s Creek drainway to support the development and property alignment of Claude Road. Staff has prepared a redevelopment plan for this property consistent with the TIF application.

The CRA reviewed the proposed development plan on July 13, 2022 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on August 3, 2022. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on August 3, 2022. The Planning Commission approved Resolution 2022-11 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved Resolution 398 forwarding the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration.

Discussion

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #3\46 and authorizes the CRA to execute a contract for TIF based on the plan amendment and to find that this project would not be financially feasible at this location without the use of TIF. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for the acquisition of the property as well as the site work, grading, streets, utilities, and trails. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The bond for this project will be issued for a period of 15 years. The proposed bond for this project will be issued for the amount of \$5,650,000.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment
Grand Island CRA Area 34
July 2022**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 34 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific infrastructure related project in Area 34.

Executive Summary:

Project Description

THE REDEVELOPMENT APPROXIMATELY 49 ACRES OF PROPERTY LOCATED NORTH OF 13TH STREET SOUTH OF STATE STREET AND WEST OF THE MOORE’S CREEK DRAINWAY IN NORTHWEST GRAND ISLAND FOR A RESIDENTIAL HOUSING INCLUDING UP TO 120 UNITS OF HOUSING.

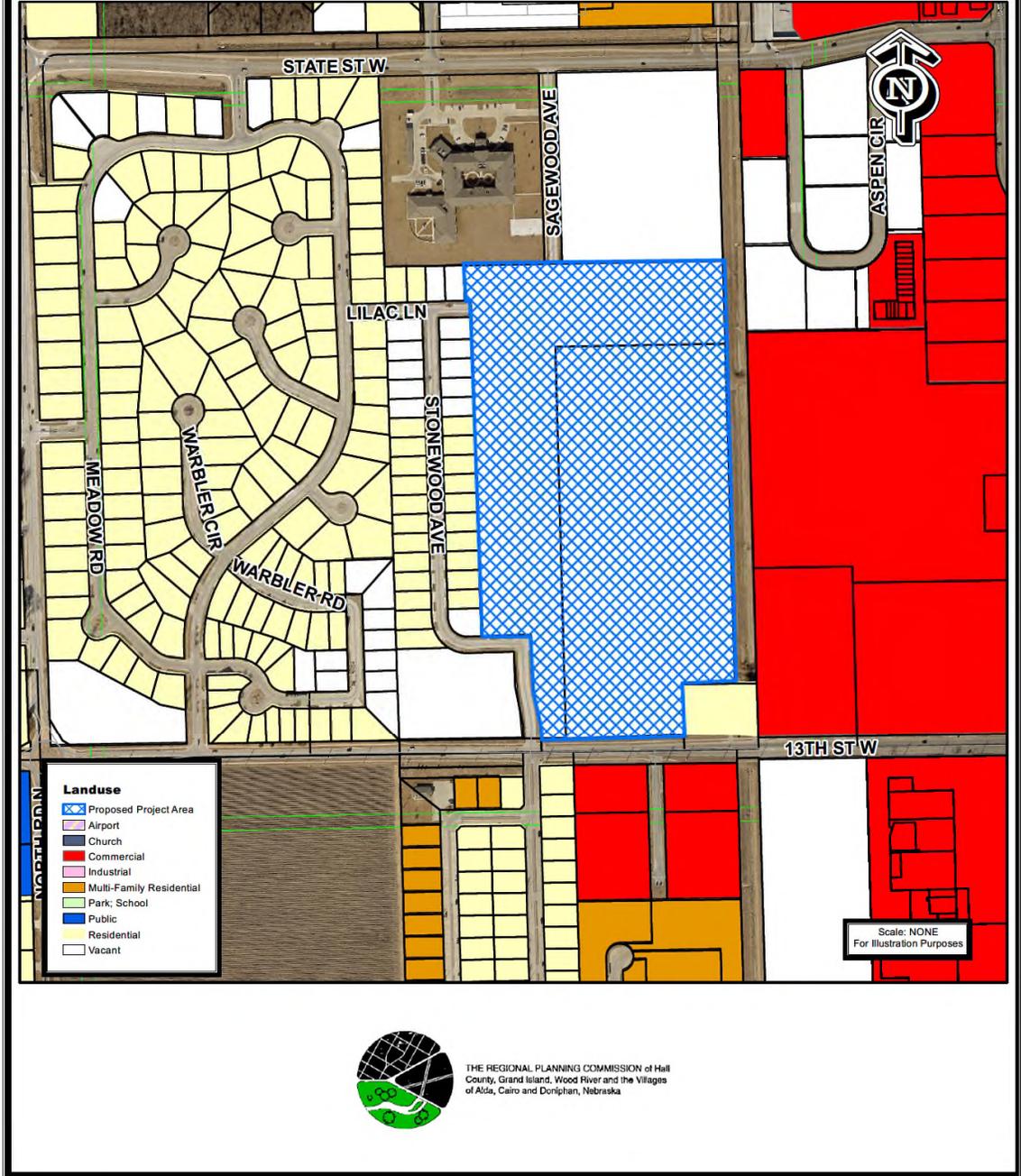
The use of Tax Increment Financing to aid in redevelopment expenses associated with platting and installing the necessary infrastructure (streets, sanitary sewer, water, and storm sewer) for the development of 120 units of housing. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project affordable. The 2020 Housing Study for the City of Grand Island identified a need of 1361 new rental and owner occupied housing units by 2024.

Starostka Group Unlimited, Inc has purchased a portion of this property and has an option to purchase rest for residential development. Changes in the cost of construction, availability of materials and the approval of several other housing projects using Tax Increment Financing have led to this application for assistance with the project. This project will also include building a portion of Claude Road along the eastern side of the property and relocating the existing ditch for the Moore’s Creek Drainway. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the construction of units. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over multiple 15 year periods beginning January 1, 2024 towards the allowable costs and associated financing for the development of this property.

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

Legal Descriptions: Part of the E ½ of the SW ¼ of 12-11-10 (PID 400149971) and Part of the E ½ of the SW ¼ 12-11-10 (PID 400149966)

**TAX INCREMENT FINANCING - PROJECT SITE
EXISTING LANDUSE MAP**



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

Existing Land Use and Subject Property

The tax increment will be captured for the tax years the payments for which become delinquent in years 2023 through 2048 inclusive. The TIF contract will be structured so it can be amended each year for up to ten years to add the housing units to be completed during that year. No single property will be eligible for TIF for a period of more than 15 years.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from development of the property for residential and commercial uses as previously described.

Statutory Pledge of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution providing for the issuance of the TIF Note, the Authority hereby provides that any ad valorem tax on the Redevelopment Project Area for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in the Redevelopment Contract or any amendment to the redevelopment contract, consistent with this Redevelopment Plan. The plan anticipates that each phase of the development will constitute new effective date for the purposes of determining the period of fifteen years. Said taxes shall be divided as follows:

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on September 28, 2021.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

2. Conformation to the General Plan for the Municipality as a whole. [§18-2103 (13) (a) and §18-2110]

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to rehabilitate the building for permitted uses on this property as defined by the current and effective zoning regulations. The Hall County Regional Planning Commission held a public hearing at their meeting on August 3, 2022 and passed Resolution 2022-12 confirming that this project is consistent with the Comprehensive Plan for the City of Grand Island. The Grand Island Public School District has submitted a formal request to the Grand Island CRA to notify the District any time a TIF project involving a housing subdivision and/or apartment complex is proposed within the District. The school district was notified of this plan amendment prior to it being submitted to the CRA for initial consideration.

3. The Redevelopment Plan must be sufficiently complete to address the following items: [§18-2103(13) (b)]

a. Land Acquisition:

This Redevelopment Plan for Area 34 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority.

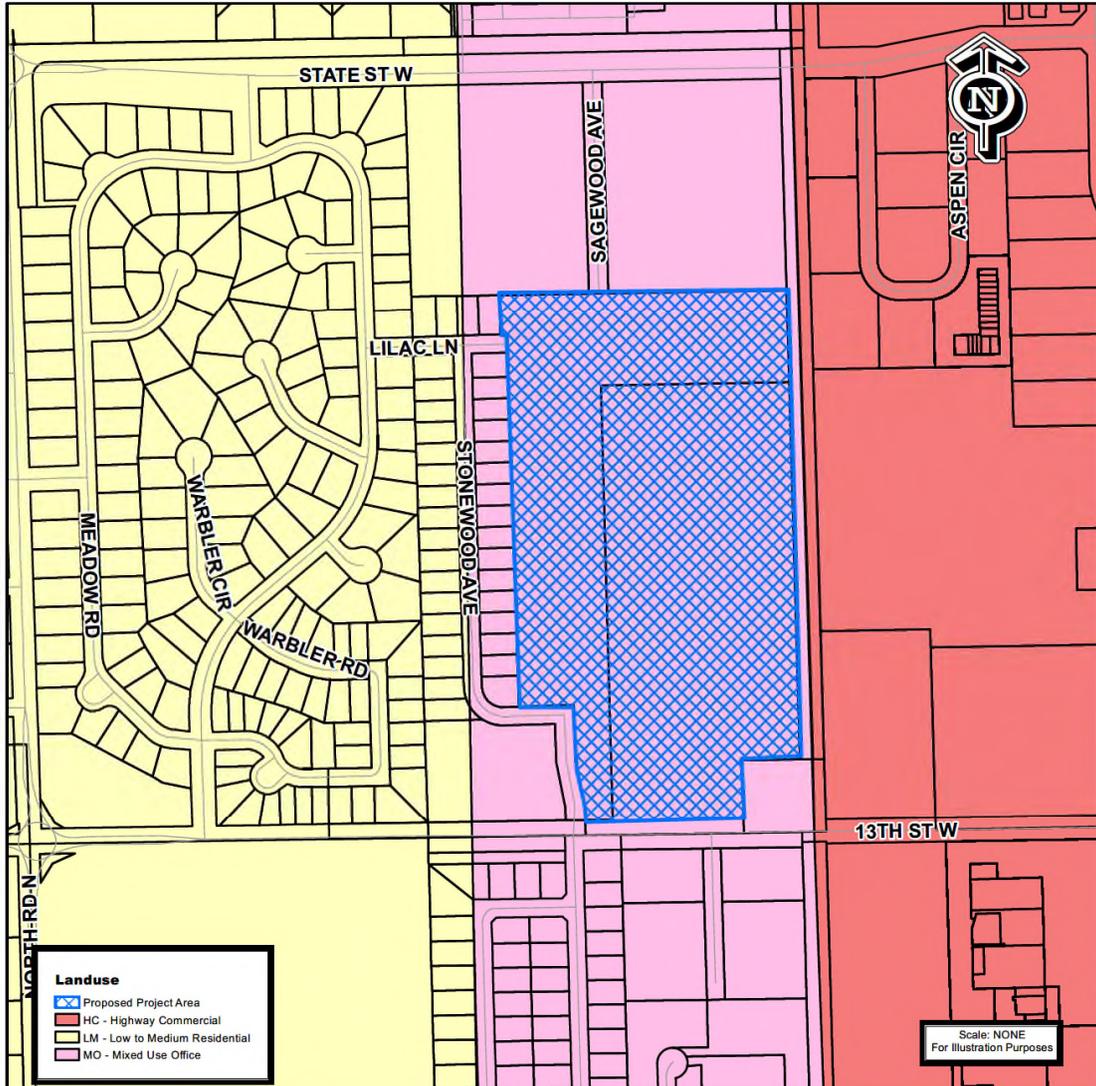
b. Demolition and Removal of Structures:

The project to be implemented with this plan does not provide for the demolition and removal any structures on this property.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. All of the area around the site in private ownership is planned for low to medium density residential development. This property is in private ownership. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]

TAX INCREMENT FINANCING - PROJECT SITE FUTURE LANDUSE MAP

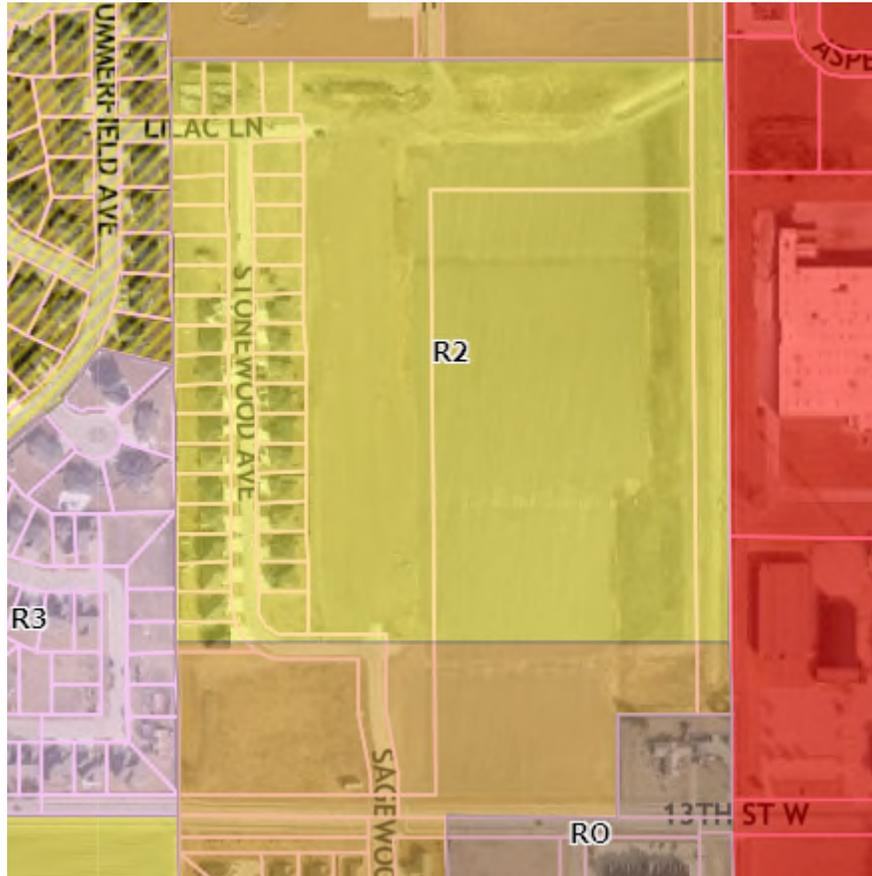


THE REGIONAL PLANNING COMMISSION of Hall County, Grand Island, Wood River and the Villages of Aida, Cairo and Doniphan, Nebraska

City of Grand Island Future Land Use Map

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

The area is zoned R4 High Density Residential along 13th street and R2 Low Density Residential on the northern portion of the site. The future land use map calls for medium density to office use development across this entire site. New public streets and utilities are anticipated and needed to support this project and it is anticipated that TIF revenues will offset the costs of those improvements. No changes are anticipated in building codes or other ordinances. No other planning changes contemplated. [§18-2103(b) and §18-2111]



Current Zoning on the Site

e. Site Coverage and Intensity of Use

The R2 zoning district allows for one dwelling unit per 6000 square feet of lot space with a 6000 square foot minimum lot size. The R0 zoning district does not limit the density of housing units but does require minimum 6000 square foot lot. The development as proposed will have a residential density of 2.4 units per acre. *Appendix A of this plan includes the developer's vision for the development.* [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sanitary sewer and water are available to support this development. Both sanitary sewer and water will need to be extended throughout the site. TIF revenues will be used to offset the cost of these public utility improvements.

Electric utilities are sufficient for the proposed use of this property. Electric lines, transformers, and conduit will need to be extended throughout the property.

No other publicly owned utilities would be impacted by the development. §18-2103(b) and §18-2111]

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This property is vacant and has been vacant for more than 1 year; no relocation is contemplated or necessary. [§18-2103.02]

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

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

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

The purchase price of the property is \$810,000 as an eligible expense. The estimated costs of utilities including sewer and water is \$1,446,189. Streets and drainage are estimated at \$2,520,655. Planning activities including engineering, architecture, legal fees and government fees are estimated at \$872,706. The total of the eligible expenses for this project is estimated by the developer at \$5,650,000.

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$5,650,000 from the proceeds of the TIF. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2023 through December 2048.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

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

The Authority has considered these elements in proposing this Plan. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions. This will accomplish the goal of increasing the number of residential units within the City of Grand Island and encouraging infill development.

8. Time Frame for Development

Development of this project is anticipated to begin in the 2022 year. The build out of the subdivision is planned in five phases between 2023 and 2032. It is anticipated that the units in this development will be fully built out by 2032 with the tax increment on those homes extending to 2048. Excess valuation should be available for the first homes built with this project for 15 years beginning with the 2023 tax year.

9. Justification of Project

The 2020 housing study for the City of Grand Island projected that by 2024 we would need an additional 1361 new housing units. There should be 902 non-age restricted units with 518 owner occupied and with 384 rental units. There should be 459 age restricted unit 459 with 222 as 55+ owner occupied and with 237 as 55+ rental units. Between January 1 of 2020 and December of 2021 the city issued permits for 430 new housing units including both restricted and unrestricted units leaving a need for 931 additional units by 2024. The current housing market, a combination of the cost of producing housing and the prevailing wages, has not created a situation that gives the markets sufficient incentive to build the number housing units required to meet community needs. This lack of housing options impacts a variety of other areas within the community including work force development, overcrowding, and maintenance of residential units. This project will create new housing options for all citizens and potential citizens of Grand Island and will likely result in the sale of existing homes around the city.

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

As authorized in the Nebraska Community Development Law, §18-2147, *Neb. Rev. Stat.* (2019), the City of Grand Island has analyzed the costs and benefits of the proposed Redevelopment Project, including:

Project Sources and Uses. Approximately \$5,650,000 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$32,424,550 in private sector financing and investment; a private investment of \$5.74 for every TIF dollar invested.

Use of Funds Description	Source of funds		
	TIF Funds	Private Funds	Total
Site Acquisition	\$810,000		\$810,000
Building Costs		\$32,400,000	\$32,400,000
Sewer and Water	\$1,446,189		\$1,446,189
Public Streets/ sidewalks	\$2,520,655		\$2,520,655
Planning (Arch. & Eng.)	\$872,706		\$872,706
Legal/ TIF contract	\$450	\$24,550	\$25,000
Total	\$5,650,00	\$32,424,550	\$38,074,550

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2023 valuation of approximately \$149,793. Based on the 2021 levy this would result in a real property tax of approximately \$3,247. It is anticipated that the assessed value will increase by \$32,400,000 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$699,000 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for the period of the bonds, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2023 assessed value:	\$	149,793
Estimated value after completion	\$	32,400,000
Increment value	\$	32,250,261
Annual TIF generated (estimated)	\$	699,308
TIF bond issue	\$	5,650,000

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

The redevelopment project area currently has an estimated valuation of \$89,739. The proposed redevelopment will create additional valuation of \$32,400,000 over the course of the next ten years. The project creates additional valuation that will support taxing entities long after the project is paid off along with providing 120 additional housing units and provide for the development and construction of Claude Road on the east side

of this property. The tax shift from this project will be equal to the total of the bond principal of \$5,650,000 if fully funded and any associated interest on the bond to be assigned with contract approval.

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

Existing water and waste water facilities will not be negatively impacted by this development. The electric utility has sufficient capacity to support the development. This is infill development with services connecting to existing line with capacity. This development will result in a larger number of students for Grand Island Public Schools. Fire and police protection are available and should not be negatively impacted by this development though there will be some increased need for officers and fire fighters as the City continues to grow whether from this project or others.

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

This will provide additional housing options for the residents of Grand Island. The National Homebuilders Association estimated in a 2014 study¹ that each unit of single family housing resulted in 2.97 full time equivalent jobs so this development at 13 units per year would represent an additional 39 FTE's within the city for the next nine years.

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

This project will not have a negative impact on other employers different from any other expanding business within the Grand Island area. Grand Island does have tight labor market and part of that is due to the availability and cost of housing. This development may help alleviate some of those pressures.

(e) Impacts on student populations of school districts within the City or Village:

This development will have an impact on the Grand Island School system and will likely result in additional students at the elementary and secondary school levels.

The average number of persons per household in Grand Island for 2015 to 2019 according the American Community Survey is 2.61. 120 additional households would house 313 people. According to the 2010 census 19.2% of the population of Grand Island was over 4 years old and under 18 years old. 2020 census number for this population cohort are not yet available but 27.6% of the 2021 population is less than 18 years of age this is the same percentage as the under 18 age cohort in 2010. If the averages hold it

¹ <https://www.nahb.org/news-and-economics/housing-economics/housings-economic-impact/impact-of-home-building-and-remodeling-on-the-us-economy>

would be expected that there would be an additional 60 school age children generated by this development. If this develops at a rate of 13 units per year for 9 years approximately 7 children could be added to the school age population every year with this development. These 7 children will likely be spread over the full school age population from elementary to secondary school. According to the National Center for Educational Statistics² the 2019-20 enrollment for GIPS was 10,070 students and the cost per student in 2017-18 was \$12,351 of that \$4,653 is generated locally.

The Grand Island Public School System was notified on January 31, 2022 that the CRA would be considering this application at their July 13, 2022 meeting.

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

This project is consistent the goals of the 2020 Housing Study for the City of Grand Island to create more than 1361 new housing units. Between January of 2020 and December of 2021 the City of Grand Island has issue permits for 430 housing units. The local housing market is not capable of producing the number of units needed at market rate given the costs of building and development.

Time Frame for Development

Development of this project is anticipated to be completed between Fall of 2022 and the end of 2032. The base tax year should be calculated on the value of the property as of January 1, 2023 for the first phase with each phase based on the preceding year's valuation of the property included in the amendment for that year. Excess valuation should be available for this project beginning in 2023 with taxes due in 2024. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years on each property or an amount not to exceed a base amount of \$5,650,000 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the rehabilitation the developer will spend at least \$5,650,000 on TIF eligible activities.

² https://nces.ed.gov/ccd/districtsearch/district_detail.asp?ID2=3100016



Proposed Phasing of the Development



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name:

Starostka Group Unlimited, Inc.

Address:

429 Industrial Lane

Telephone No.: (308) 385-0636

Fax No.:

Email: jordanstar@stargroupunl.com

Contact:

Jordan Starostka

Application Submission Date: 6/7/2022

Brief Description of Applicant's Business:

Applicant is a developer and contractor that provides comprehensive contracting for residential, commercial, and civil/industrial projects.

Legal Description/Address of Proposed Project

MISC TRACTS 12-11-10 PT E1/2 SW1/4 and MISCELLANEOUS TRACTS 12-11-10 PT E 1/2 SW 1/4 34.41 AC (3812 W. 13th)

Community Redevelopment Area Number _____

Present Ownership Proposed Project Site:
Starostka Group, Unlimited (PID 400149971)
Blender, LLC (PID 400149966)

Is purchase of the site contingent on Tax Increment Financing Approval? Yes No

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

Redeveloper intends to construct an approximately 120 unit residential subdivision in multiple phases. The project site is currently vacant and in the need of significant infrastructure improvements to be developable and usable for any purposes.

See attached preliminary proposed site plan. The project will consist of three phases of residential development, with subphases as appropriate, and a phase for the construction of Claude Road. The phases are referred to on the site plan as (i) Phase 1, (ii) Phase 2, (iii) Phase 3, and (iv) Claude Road.

If Property is to be Subdivided, Show Division Planned: See attached preliminary site plan

VI. Estimated Project Costs: **See attached explanation of estimated costs**

Acquisition Costs:

A. Land	\$ _____
B. Building	\$ _____

Construction Costs:

A. Renovation or Building Costs:	\$ _____
B. On-Site Improvements:	
Sewer	\$ _____
Water	\$ _____
Electric	\$ _____
Gas	\$ _____
Public Streets/Sidewalks	\$ _____

Private Streets	\$ _____
Trails	\$ _____
Grading/Dirtwork/Fill	\$ _____
Demolition	\$ _____
Other	\$ _____
Total	\$ _____

Soft Costs:

A. Architectural & Engineering Fees:	\$ _____
B. Financing Fees:	\$ _____
C. Legal	\$ _____
D. Developer Fees:	\$ _____
E. Audit Fees	\$ _____
F. Contingency Reserves:	\$ _____
G. Other (Please Specify)	\$ _____

TOTAL \$ _____

Total Estimated Market Value at Completion: \$ 32,400,000

Source for Estimated Market Value \$270,000 per unit x 120 residential units

Source of Financing:

A. Developer Equity:	\$ _____
B. Commercial Bank Loan:	\$ _____
C. Tax Credits:	
1. N.I.F.A.	\$ _____
2. Historic Tax Credits	\$ _____
3. New Market Tax Credits	\$ _____
4. Opportunity Zone	\$ _____
D. Industrial Revenue Bonds:	\$ _____
E. Tax Increment Assistance:	\$ _____
F. Enhanced Employment Area	\$ _____

G. Nebraska Housing Trust Fund \$ _____
 H. Other \$ _____

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

**Estimated Real Estate Taxes on Project Site Upon Completion of Project:
 (Please Show Calculations)**

There will be approximately 120 residential units. Based on applicant's plan to develop and construct workforce housing, we are assuming an average valuation of approximately \$270,000 per unit. There will likely be some difference between units, but the average value of \$270,000 and a presumed tax levy of 2.161133 would yield a annual real estate tax of \$5,835 per lot.

While the construction of the units will be phased, when completed the taxes on the entire project would be approximately \$646,200 (\$5,385x120)

Project Construction Schedule: Please see attached explanation

Construction Start Date:
2022

Construction Completion Date:
anticipated 2028 (would like flexibility until

If Phased Project:

_____	Year	_____	% Complete
_____	Year	_____	% Complete
_____	Year	_____	% Complete
_____	Year	_____	% Complete
_____	Year	_____	% Complete
_____	Year	_____	% Complete

XII. Please Attach Construction Pro Forma

XIII. Please Attach Annual Income & Expense Pro Forma

(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

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

Redeveloper is requesting \$5,650,000 in TIF over all of the phases of the project. Redeveloper is requesting the TIF bond be issued at 8% interest.

TIF would assist with the cost of the infrastructure improvements necessary to develop the project site. This would include approximately: \$810,000 in site acquisition, \$4,000,000 in infrastructure improvements, \$873,000 in architectural, engineering, and legal fees, and 8% interest on the TIF bond. The 8% interest is necessary to justify the long term commitment and risk over the multi-year, multiple phase redevelopment project.

See attached addendum for additional information.

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

Applicant desires to develop a residential subdivision with approximately 120 workforce housing units. The goal for the workforce housing units is to keep the average final value at approximately \$270,000 per unit. Construction costs are so high right that this will be a challenge. Without the requested TIF assistance, which equates to approximately \$83,000 per lot, this would be impossible. A large scale subdivision like the proposed project is simply not possible with the required cost of infrastructure without the assistance of TIF. It would be particularly impossible to build any workforce housing without TIF, because the applicant could never recover its costs, let alone make any profit necessary for the risk involved with this project.

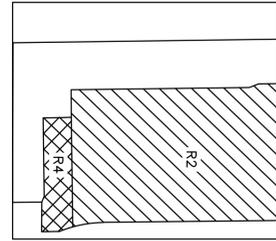
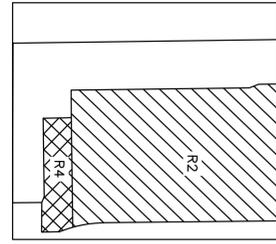
Municipal and Corporate References (if applicable). Please identify all other Municipalities, and other Corporations the Applicant has been involved with, or has completed developments in, within the last five (5) years, providing contact person, telephone and fax numbers for each:

Post Office Box 1968
Grand Island, Nebraska 68802-1968
Phone: 308 385-5240
Fax: 308 385-5423
Email: cnabity@grand-island.com

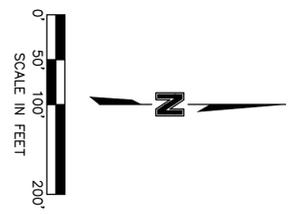
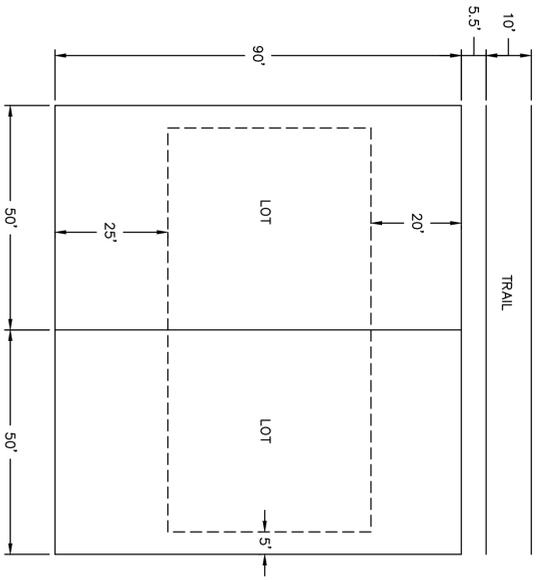
SUBDIVISION AREA = 49.6 ACRES
 LOT USAGE
 120 LOTS
 1 OUTLOTS

OWNER / DEVELOPER
 STAROSTKA GROUP UNLIMITED, INC
 429 INDUSTRIAL LANE
 GRAND ISLAND, NE 68803

ENGINEER/LAND SURVEYOR
 OLSSON
 201 E. 2ND ST.
 GRAND ISLAND, NE 68802



- PHASING BOUNDARY
- PROPOSED PROPERTY LINE
- FLOOD PLAIN ZONE BOUNDARY
- EXISTING PROPERTY LINE
- EXISTING EASEMENT LINE
- WATER MAIN
- SANITARY SEWER
- STORM SEWER
- (M) MEASURED DISTANCE
- (R) RECORDED DISTANCE
- FOUND PROPERTY CORNER



120 TOTAL LOTS

LOT LAYOUT

MILLENNIAL ESTATES SUBDIVISION
 PRELIMINARY PLAT

GRAND ISLAND, NEBRASKA

REV. NO.	DATE	REVISIONS DESCRIPTION

olsson

201 East 2nd Street
 Grand Island, NE 68801 TEL 308.384.8750 www.olsson.com

drawn by: SMG
 checked by: BLD
 approved by: QAC/CC/By: BLD
 project no.: 022-00432
 drawing no.: 5.5.2022

Explanation of Estimated Costs

LAND ACQUISITION:

- PID 400149971 was recently acquired for approximately \$410,000
- PID 400149966 is under contract and will be acquired for approximately \$400,000

TIF USES:

Total proposed TIF uses for the Project are approximately \$5,650,000:

Subdivision Phase 1	\$1,613,788
Subdivision Phase 2	\$1,521,263
Subdivision Phase 3	\$1,321,582
Claude Road	\$1,192,916
<hr/>	
Total	\$5,649,549

Redeveloper requests a TIF Bond with an interest rate of 8%. The 8% interest rate is necessary for the financing and investment, based on the risk of the large infrastructure investment for the multi-phase project.

The TIF uses consist of site acquisition costs, site preparation, utility and infrastructure improvements, and engineering, architectural, and legal fees.

The proposed TIF uses by phase are set forth in the chart below:

MILLENNIAL ESTATES REDEVELOPMENT PROJECT

Phase	Phase 2	Phase 3	Phase 4	Claude Rd	total
Lots	39	39	42	0	120
Anticipated Construction Year	2022	2025	2027	2027	n/a
TIF Uses (see below)	\$1,613,788	\$1,521,263	\$1,321,582	\$1,192,916	\$5,649,549

TIF USES

PAVING / Grading	\$526,873	\$568,590	\$561,792	\$738,400	\$2,395,655
Utilities (Water & Wastewater)	\$402,339	\$320,478	\$461,472	\$114,400	\$1,298,689
Dewatering	\$57,500	\$30,000	\$60,000	\$0	\$147,500
Lighting / Striping	\$0	\$0	\$0	\$125,000	\$125,000
<hr/>					
TOTAL INFRASTRUCTURE	\$986,712	\$919,068	\$1,083,264	\$977,800	\$3,966,844
Site Acquisition	\$410,000	\$400,000	\$0	\$0	\$810,000
Survey, Engineering, Legal	\$217,077	\$202,195	\$238,318	\$215,116	\$872,706
Total	\$1,613,788	\$1,521,263	\$1,321,582	\$1,192,916	\$5,649,549

All costs set forth herein are preliminary estimates and will be certified upon completion. Given the current state of labor and materials pricing in the construction industry, it is likely that the prices will continue to increase and will not go down any time soon.

OVERALL PROJECT COSTS:

In addition to the initial \$5,650,000 for public improvements, Applicant will construct 120 residential dwelling units. Because of the unstable cost of labor and materials in the construction industry and the long term construction schedule, it is impossible to determine the construction costs for the private improvements. However, applicant's goal is to construct workforce housing – targeting an average house valuation of approximately \$270,000. Accordingly, the final valuation is anticipated to be approximately \$32,400,000 when construction of the entire project is completed, so total construction costs of more than \$30,000,000 is a reasonable estimate at this point.

Construction Schedule

The Project will be built in four (4) phases: three phases of residential units and the Claude Road phase. Each residential phase shall be completed in up to three (3) subphases. The residential phases are referred to herein as Phase 1, Phase 2, and Phase 3.

Redeveloper desires to complete the project by the end of 2027. However, Redeveloper desires to built in a little flexibility to account for the unknown market conditions that will affect the project.

First, applicant’s desired schedule is set forth below:

		Completion date	Effective Date
Phase 1	Subphase 1	12/31/2023	1/1/2024
	Subphase 2	12/31/2024	1/1/2025
Phase 2	Subphase 1	12/31/2025	1/1/2026
	Subphase 2	12/31/2026	1/1/2027
Phase 3	Subphase 1	12/31/2027	1/1/2028
	Subphase 2	12/31/2028	1/1/2029
Claude Road		12/31/2027	n/a

Because the construction schedule will depend on market conditions and absorption rate of new home purchases, Redeveloper desires to build a little flexibility into the schedule required by the Redevelopment Agreement. Therefore, while Redeveloper intends to try to complete the project by the desires schedule set forth above, the proposed schedule for the Redevelopment Agreement is set forth below:

		Completion date	Effective Date
Phase 1	Subphase 1	12/31/2023	1/1/2024
	Subphase 2	12/31/2024	1/1/2025
	Subphase 3	12/31/2025	1/1/2026
Phase 2	Subphase 1	12/31/2026	1/1/2027
	Subphase 2	12/31/2027	1/1/2028
	Subphase 3	12/31/2028	1/1/2029
Phase 3	Subphase 1	12/31/2029	1/1/2030
	Subphase 2	12/31/2030	1/1/2031
	Subphase 3	12/31/2031	1/1/2032
Claude Road		12/31/2029	n/a

Here is a more detailed explanation of the more conservative schedule set forth above:

Phase 1

It is anticipated that the infrastructure for Phase 1 will commence in 2022. It will take up to three (3) subphases to complete the 39 residential units consisting of Phase 1. While construction may occur quicker depending on the market, current assumptions are that 1/3 of the units (13 units) will be built each year, such that the Phase 1 schedule will be:

- Infrastructure construction: 2022
- 13 homes built: 2023
- 13 homes built: 2024
- 13 homes built: 2025

Phase 2

It is anticipated that the infrastructure for Phase 2 will commence in 2025. It will take up to three (3) subphases to complete the 39 residential units consisting of Phase 2. While construction may occur quicker depending on the market, current assumptions are that 1/3 of the units (13 units) will be built each year, such that the Phase 2 schedule will be:

- Infrastructure construction: 2025
- 13 homes built: 2026
- 13 homes built: 2027
- 13 homes built: 2028

Phase 3

It is anticipated that the infrastructure for Phase 3 will commence in 2027 or 2028. It will take up to three (3) subphases to complete the 42 residential units consisting of Phase 3. While construction may occur quicker depending on the market, current assumptions are that 1/3 of the units (14 units) will be built each year, such that the Phase 3 schedule will be:

- Infrastructure construction: 2028
- 14 homes built: 2029
- 14 homes built: 2030
- 14 homes built: 2031

Claude Road

Claude Road will be constructed by the time the first homes are built for Phase 3. It is intended that this will occur by December 31, 2027, but in no case will this be later than December 31, 2029.

4864-3080-6824, v. 1



COMMUNITY REDEVELOPMENT AUTHORITY

July 8, 2022

Dr. Ken Schroeder
Chief Financial Officer
Grand Island Public Schools
123 S. Webb Road
P.O. Box 4904
Grand Island, NE 68802-4904

Dear Dr. Schroeder,

This letter is to inform you that the Community Redevelopment Authority (CRA) of the City of Grand Island has received an application requesting Tax Increment Financing (TIF) for a small housing development. The property is located south of Montana Avenue and east of Independence Avenue.

The application seeks \$5,650,000 in TIF assistance for the development of the 120 units of housing along with Claude Road where it abuts the property. It is estimated that this development will take place over the next 9 years with 13 or 14 units built each year.

At present, the proposed timeline for approval would be as follows:

- CRA receives initial application, 4 p.m., July 13.
- Regional Planning Commission holds public hearing 6 p.m., August 3.
- CRA reviews Planning Commission recommendation, 4 p.m. August 10.
- Grand Island City Council holds public hearing and takes action, 7 p.m., August 7.
- CRA considers redevelopment contract, 4 p.m. on or after August 8.

Additional notification will be provided to the school board via certified mail prior to the public hearings before both planning commission and council. Should you have any questions or comments, please call me at (308) 385-5240.

Sincerely,

Chad Nabity, AICP
Director

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

RESOLUTION NO. 396

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

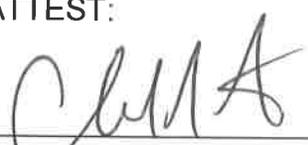
The Authority submits to the Hall County Regional Planning Commission the proposed Plan attached to this Resolution, for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska.

Passed and approved this 13th day of July, 2022

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

By 
Chairperson

ATTEST:


Secretary

Starostka Millennial Area 34

COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND,
NEBRASKA

RESOLUTION NO. 397

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

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area 34, from Starostka Group Unilimited, (The "Developer") for redevelopment located in the E ½ for the SW ¼ of 12-11-10 east of the Moore's Creek Drainway and north of 13th Street, an area within the city limits of the City of Grand Island, as set forth in Exhibit 1 attached hereto; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 34;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. In compliance with section 18-2114 of the Act, the Authority hereby gives the governing body of the City notice that it intends to enter into the Redevelopment Contract, after approval of the redevelopment plan amendment related to the redevelopment project, and after the passage of 30 days from the date hereof.

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

Passed and approved this 13th day of July, 2022.

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

By 
Chairperson

ATTEST:


Secretary

Exhibit 1

Starostka Millennial Area 34

Draft Redevelopment Plan Forwarded to the Planning Commission

Starostka Millennial Area 34

Resolution Number 2022-11

HALL COUNTY REGIONAL PLANNING COMMISSION

A RESOLUTION RECOMMENDING APPROVAL OF AN AMENDMENT TO A REDEVELOPMENT PLAN IN THE CITY OF GRAND ISLAND, NEBRASKA; AND APPROVAL OF RELATED ACTIONS

WHEREAS, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), referred the amendment of the Redevelopment Plan for CRA Area 34 requested by Starostka Group Unlimited to the Hall County Regional Planning Commission, (the "Commission") for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "Act"); and

WHEREAS, the Commission held a public hearing on the proposed plan on August 3, 2022, and

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

WHEREAS, the Commission advertised the time, date and location public hearing in the Grand Island Independent on Saturday July 16th and Saturday July 23rd, and

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

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

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

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

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

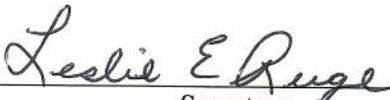
Section 3. This resolution shall be in full force and effect from and after its passage as provided by law.

DATED: August 3, 2022

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By: 
Chair

By: 
Secretary

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

RESOLUTION NO. 398

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

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

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

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

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

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

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

Section 1. The Authority has determined that the proposed land uses and building requirements in the Redevelopment Plan for the Project Area are designed with the general purposes of accomplishing, and in conformance with the general plan of the City, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and communitive facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

Area 34 Millennial Estates Starostka Group Unlimited

Page 1

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

Section 3. In compliance with section 18-2114 of the Act, the Authority finds and determines as follows: (a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Authority and the Authority shall receive no proceeds from disposal to the Redeveloper; (b) the estimated cost of project acquisition and the estimated cost of acquisition of property, preparation for redevelopment including site work, public utilities and streets, trails and sidewalks described in detail in Exhibit B attached hereto; (c) the method of acquisition of the real estate shall be by private contract by the Redeveloper and not by condemnation; and (d) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the approximate amount of \$5,650,000 which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper. No families will be displaced from the Redevelopment Project Area as a result of the project.

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

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

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

PASSED AND APPROVED this 10th day of August, 2022.

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

ATTEST:

By: _____


Secretary

By: _____


Chair

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

Legal Descriptions: Part of the E 1/2 of the SW 1/4 of 12-11-10 (PID 400149971) and Part of the E 1/2 of the SW 1/4 12-11-10 (PID 400149966)



EXHIBIT B

FORM OF REDEVELOPMENT PLAN



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item E-3

Public Hearing on Zoning Change to Property located at 3015 and 3019 Colorado Avenue from LLR Large Lot Residential to R1 Suburban Density Residential (FAmos Construction, Inc.)

Council action will take place under Ordinances item F-1.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: August 23, 2022

Subject: Change of Zoning from LLR Large Lot Residential to R1 Suburban Density Residential

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

Background

Amos Anson platted lots in the Northwest Gateway Subdivision in August of 2020. He extended sewer and water and paved the cul-de-sac at the end of Colorado Avenue after that approval and has been marketing the two LLR lots at the end of Colorado since that time. They have not sold. He would like to be able to split those two lots into four lots. This property is slightly more than one acre and a change of zoning is required to before this can be done. He is requesting that the property be changed from LLR Large Lot Residential to R1 Suburban Density Residential.

Discussion

At the regular meeting of the Regional Planning Commission, held August 10, 2022 the above item was considered following a public hearing.

O'Neill opened the public hearing.

Nabity stated the property is located at the end of the cul-de-sac on Colorado Avenue. The request is to rezone the property from LLR Large Lot Residential to R-1 Suburban Density Residential. All properties have access to City water and sewer. Rezoning this property is consistent with the City's Comprehensive Plan and the Future Land Use map. The property is designated for low to medium density residential development. Nabity stated staff is recommending approval.

Amos Anson – 4234 Arizona Ave. Grand Island, NE.-Was available for questions. Mr. Anson mentioned the drainage has been engineered with the subdivision and that is was approved by the City.

Bruce M. Bluhm – 3009 Colorado Ave. Grand Island, NE - Mr. Bluhm is against the request to rezone. Some of his concerns were drainage issues,

the increase of traffic, narrow streets, and the safety of the neighborhood kids with the increased traffic.

O'Neill closed the public hearing.

A motion was made by Robb and second by Monter to approve the proposed rezoning of a tract of land including on Lots 14 and 15 Northwest Gateway Subdivision (3015 and 3019 Colorado Avenue).

The motion was carried with nine members voting in favor (Nelson, Allan, Ruge, Olson, Robb, Monter, Rainforth, Hendricksen and Randone) and one member abstaining (O'Neill) and one member voting no (Doane).

The memo sent to the planning commission with staff recommendation is attached for review by Council along with an email supporting the change from a surrounding property owner.

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 # 5

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

July 26, 2022

SUBJECT: *Zoning Change(C-33-22GI)*

PROPOSAL: To rezone tract of land consisting of 1.17 acres. This property is located at 3015 and 3019 Colorado Avenue Lots 14 and 15 of Northwest Gateway Subdivision in Grand Island, Hall County, Nebraska from LLR Large Lot Residential and R1 Suburban Density Residential. This property is located north of Nevada Avenue at the north end of Colorado Avenue.

OVERVIEW:

Site Analysis

Current zoning designation:

LLR: Large Lot Residential Zone

Intent of 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: Residential uses at a density of 2 dwelling units per acre, churches, schools, and parks.

Comprehensive Plan Designation:

Designated for mixed use commercial.

Existing land uses:

Vacant

Proposed Zoning Designation:

R1: Suburban Density Residential Zone

Permitted and conditional uses:

R1: Residential uses with a maximum density of 4 units per acre and a minimum lot size of 9,000 square feet per dwelling unit. Churches, parks and schools are also permitted in this district.

Adjacent Properties Analysis

Current zoning designations:

North: RO: Residential Office Zone

South, East and West: LLR: Large Lot Residential Zone

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.

LLR: Residential uses at a density of 2 dwelling units per acre, churches, schools, and parks.

Comprehensive Plan Designation:

North and West: Mixed Use Commercial

South and East: Designated for low to medium density residential and public uses

Existing land uses:

North: Vacant Lot

South and East: Single family residential

West: Church

EVALUATION:

Positive Implications:

- *Consistent with the City's Comprehensive Land Use Plan: The property is designated for low to medium density residential development.*
- *Accessible to Existing Municipal Infrastructure: City water and sewer services have been extended to serve the rezoning area. All properties have access to sewer and water which facilitates higher density development.*
- *Would provide additional housing: This would provide for more modernized housing stock allowing for more housing choices throughout the community. This would allow multiple housing units to be constructed on this lot.*

Negative Implications:

- *None Foreseen.*

Other Considerations:

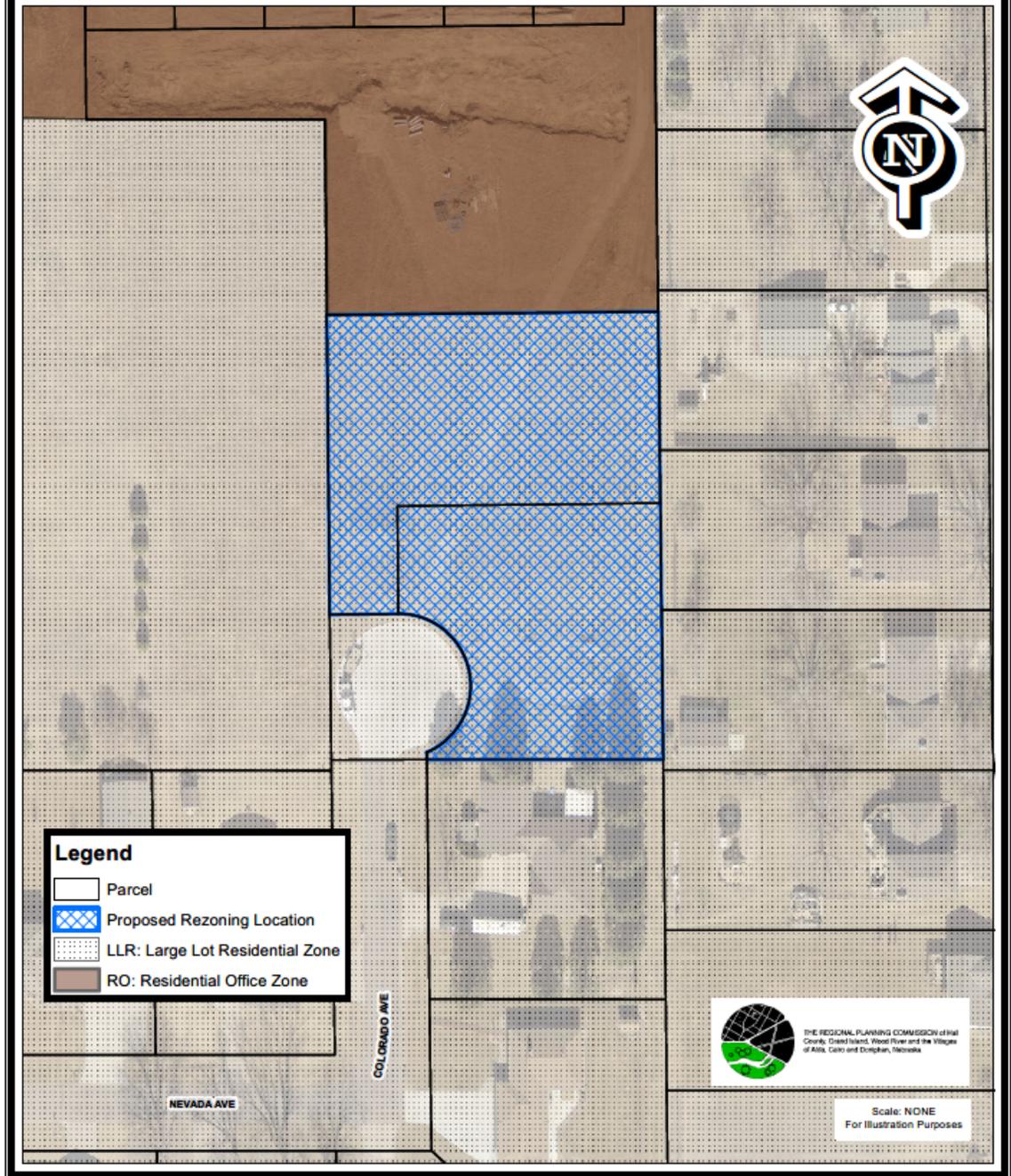
The LLR properties were around these lots were developed with lots that needed both on site wells and septic systems. The larger lots were required for those on site improvement. Sewer and water infrastructure adds to the cost of the lots as they are developed and smaller lots are likely to be more affordable.

RECOMMENDATION:

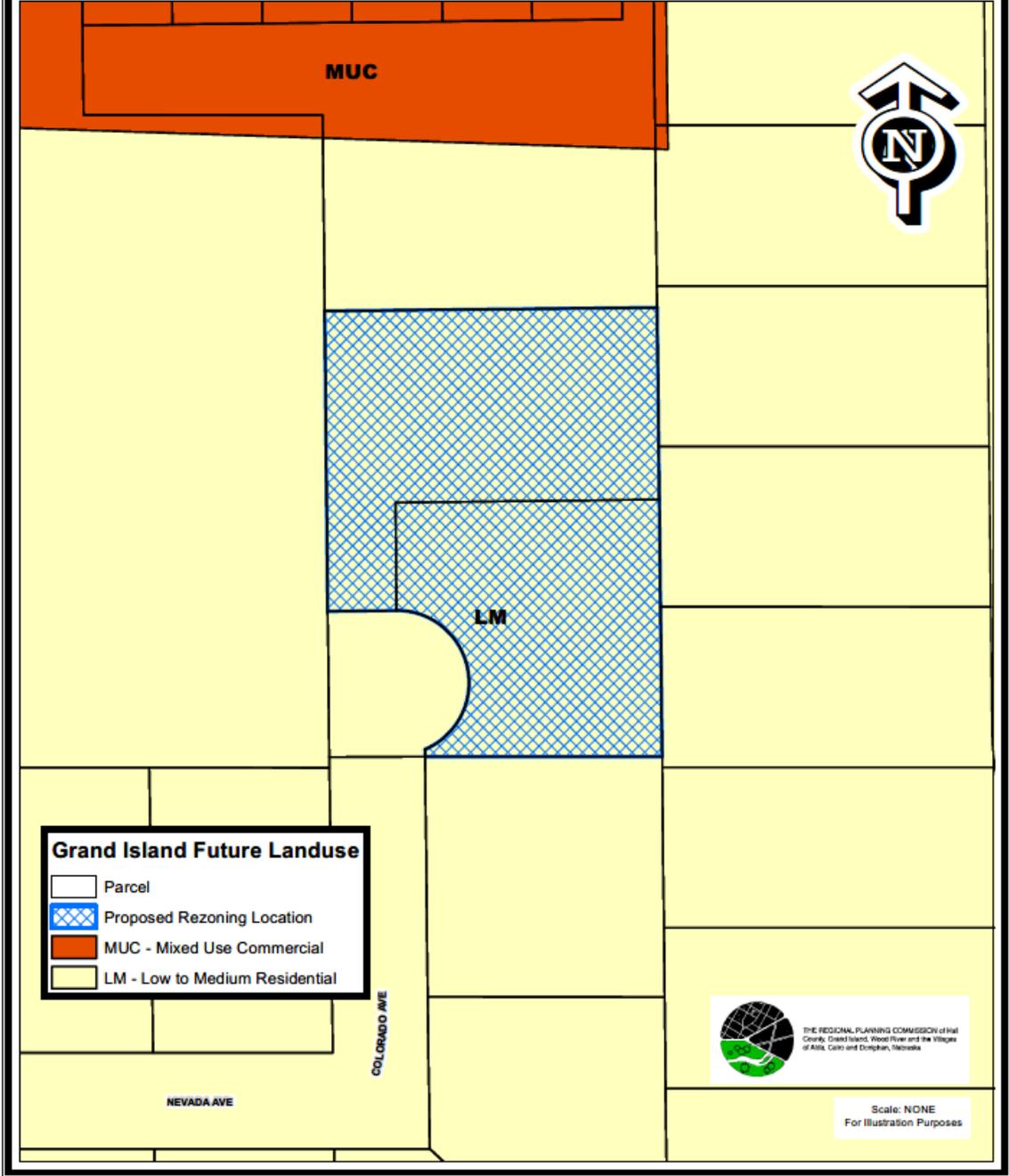
That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on this site from from LLR Large Lot Residential to R-1 Suburban Density Residential.

_____ Chad Nabity AICP, Planning Director

Location 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

\$900

(see reverse side)

plus Municipal Fee*

\$50.00

*applicable only in Alda, Doniphan, Wood River

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

Applicant Name F Amos Construction Inc Phone (h) 308-390-2455 (w) _____

Applicant Address PO Box 1665 Grand Island NE 68802

Registered Property Owner (if different from applicant) _____

Address _____ Phone (h) _____ (w) _____

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

Property Address 3015 & 3019 Colorado Ave. Grand Island NE 68803

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

Lot 14&15 Block _____ Subdivision Name Northwest Gateway, and/or

All/Part _____ ¼ 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 R1

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 divide these two lots into 3-4 lots in order for them to be sold competitively.

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

- Evidence that proper filing fee has been submitted.
- A properly scaled map of the property to be rezoned (if applicable), and copy of deed description.
- 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).
- 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  Date 6/21/22

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: Pat O'Neill <pat@oneillwr.com>
Sent: Monday, July 25, 2022 1:27 PM
To: Chad Nabity
Subject: Zoning Change Letter

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,

I am in receipt of your letter regarding the zoning change on Colorado Avenue adjacent to the property I own on Montanna.

Please note that I am in favor of the rezoning as proposed.

Thanks,

Pat

Patrick C. O'Neill
O'Neill Wood Resources
O'Neill Transportation and Equipment
PO Box 290 Alda, NE 68810
Office 308-384-1690 Fax 308-381-1697
cell 308-380-6032



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item E-4

Public Hearing on Request from Leslie Meyer (Probasco) for a Conditional Use Permit for a Greenhouse and Raising of Trees and Nursery Stock located at 3648 South Blaine Street.

Council action will take place under Requests and Referrals item H-1.

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: August 23, 2022

Subject: Public Hearing on Request of Leslie Meyer (Probasco) for a Conditional Use Permit to allow for the Operation of a Greenhouse and the Raising of Trees and Nursery Stock at 3648 S. Blaine St. Grand Island NE.
PT SE1/4 of NE 1/4, 32-11-9 10.16 Acres

Presenter: Craig Lewis, Building Department Director

Background

This request is for Council approval to allow for the operation of a greenhouse and the raising of trees and nursery stock at the above referenced location.

A conditional use permit is required as the current zoning classification, LLR or Large Lot Residential does not allow for this type of use as a permitted principal use.

The zoning classification does list as a conditional use, Greenhouses and the raising of trees and nursery stock.

Conditional uses as listed in the zoning code must be approved by the City Council. There is currently a single family dwelling on the property that would be the defined principal use. This request for a greenhouse and raising of trees and nursery stock would be an accessory use to that permitted principal use.

Discussion

As the large lot zoning classification is intended to provide a transition from rural to urban uses it appears advantageous to place some restrictions on the allowable conditional uses. City administration has developed the following restrictions, or conditions which appear appropriate to impose upon Greenhouses and the raising of trees and nursery stock operations:

1). USE: The proposed uses are limited to those listed in the application, wholesale nursery business, no storefront, no retail buildings and the business will not be open to the general public.

The definition of a nursery in the city code, **Nursery** shall mean the use of a premises for the propagation, cultivation, and growth of trees, shrubs, plants, vines, and the like from seed or stock, and the sale thereof, and including the sale of trees, shrubs, plants, vines, and the like purchased elsewhere and transplanted into the soil of the premises. In connection with the sale of plants, such fungicides, insecticides, chemicals, peat moss, humus, mulches, and fertilizers as are intended to be used in preserving the life and health of the plants may be sold.

As no retail sales has been proposed in the application the additional items listed in the definition are not included in this approval.

Signage for the nursery shall be limited to the City sign code for residential properties, identification signs not to exceed 32 square feet.

2). PRIMARY CONDITIONS: (a). The permit shall be granted as a condition of the current ownership, if the property is sold or changes ownership the conditional use shall expire.

(b). Activities (including lighting) at the site shall be limited to 6:00am to 10:00pm Monday through Saturday, no Sunday operation. A total of 3 employees not living at the site may be utilized to facilitate the nursery operations.

(c). Materials and equipment shall not be stored on the property within any easements. No product, material or equipment shall be stored within any easement or in such a manor that it would violate any safety provisions of the National Electric Safety Code.

(d). Any greenhouse structures on the site must comply with building codes and be located as an accessory building to the residential use and structure. The real estate must, at all times, be kept in a clean and neat condition.

(e). No trash, rubbish, debris, dead trees, lumber, bricks, refuse or junk material of any nature whatsoever shall be dumped, placed or located upon such real estate.

(f). Applicant shall not use the real estate in any way so as to create or result in an unreasonable hazard or nuisance to adjacent land owners or to the general public.

(g). Applicant shall maintain any and all drainage ditches that may be located upon the real property.

(h). All water accumulated upon the premises by virtue of such nursery operations shall be retained upon the premises and shall not flow upon or encroach upon any adjacent land. Only surface waters that have historically flowed from the premises shall be permitted to leave the same through historical natural drainage ways.

(i). Applicant shall begin the nursery operation within a period of 18 months from the issuance of this permit or if the applicant fail to begin operations within the 18 months the permit shall be considered null and void and subject to reapplication and rehearing. Additionally if at anytime during the life of the permit issued the operation shall cease for a period of a continuous 18 months the permit shall become void and a renewal shall be obtained before becoming once again operational.

Alternatives

It appears the Council has the following alternatives concerning the issue.

1. Approve the request with the proposed conditions, finding that the proposed application is and will continue to be in conformance with the purpose of the zoning regulations.
2. Deny the request, finding that the proposed application does not conform to the purpose of the zoning regulations.
3. Approve the request with additional or revised conditions and findings of fact.
4. Refer the matter to a special committee for a determination of a finding of fact.

Recommendation

Approve the request finding all conditions are applicable as presented by City Administration and the City Council finds that the proposed use and application continues to promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the conditional use with the condition identified by the City Administration, published in the Council packet and presented at the Council meeting and finding that the application continues to conform with the purpose of the zoning regulations.

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Conditional use permit pursuant to Section 36-4(B)(1) "raising of trees and nursery stock"
2. The owner(s) of the described property is/are: Leslie Meyer (Probasco)
3. The legal description of the property is: APN # 400495555
4. The address of the property is: 3648 S. Blaine St. Grand Island
5. The zoning classification of the property is: LLR
6. Existing improvements on the property is: primary residence and outbuildings
7. The duration of the proposed use is: until Leslie Meyer (Probasco) is no longer the property owner
8. Plans for construction of permanent facility is: None
9. The character of the immediate neighborhood is: large lots, big mature trees to the west and north, mix of new construction and existing homes with business to the south.
10. There is hereby attached a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: See attachment

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

8-9-22
Date

Leslie Meyer (Probasco) 
Owners(s)

(303) 850-1007
Phone Number

3648 S. Blaine St.
Address

Grand Island NE 68801
City State Zip

Please Note: Delays May Occur if Application is Incomplete or Inaccurate.

Explanation of Request:

I am requesting a conditional use permit pursuant to Article V Section 36-61(B)(1):

Greenhouses and the raising of trees and nursery stock.

I plan to start a small minority-owned wholesale nursery business. Future customers will be a handful of landscape companies in the area. There will be no storefront, no retail buildings and the business will not be open to the general public.

The attached photo indicates the locations on the property where I plan to grow our products. The location to the east of the primary building is currently an orchard, and some of the new trees and stock will be grown in this area. The remaining stock will be grown on the west side of the primary building as indicated on the map.

We have discussed our intentions with every neighbor that is within 200 feet of the property as well as others neighbors who are further away but have a direct line of site to the property. Every one of those neighbors is in support of the issuance of the conditional use permit for growing trees and nursery stock. I have collected the written support from each household* on the attached form as indicated by their signatures.

*the one exception is the Stephensons who are in the process of building and are not physically located at the neighboring property, so I was unable to get their written support. However, I spoke to Mrs. Stephenson via phone and she confirmed that she has no concerns and is in support of the conditional use permit.

Trees benefit communities by improving air quality, enhancing aesthetic beauty and providing wildlife habitat. Local landscaping businesses will also benefit as they will no longer need to travel to Lincoln or Omaha to purchase trees, which reduces their cost and labor to acquire products that are in turn sold to local consumers.

Please support development of our business community by issuing the conditional use permit as requested.

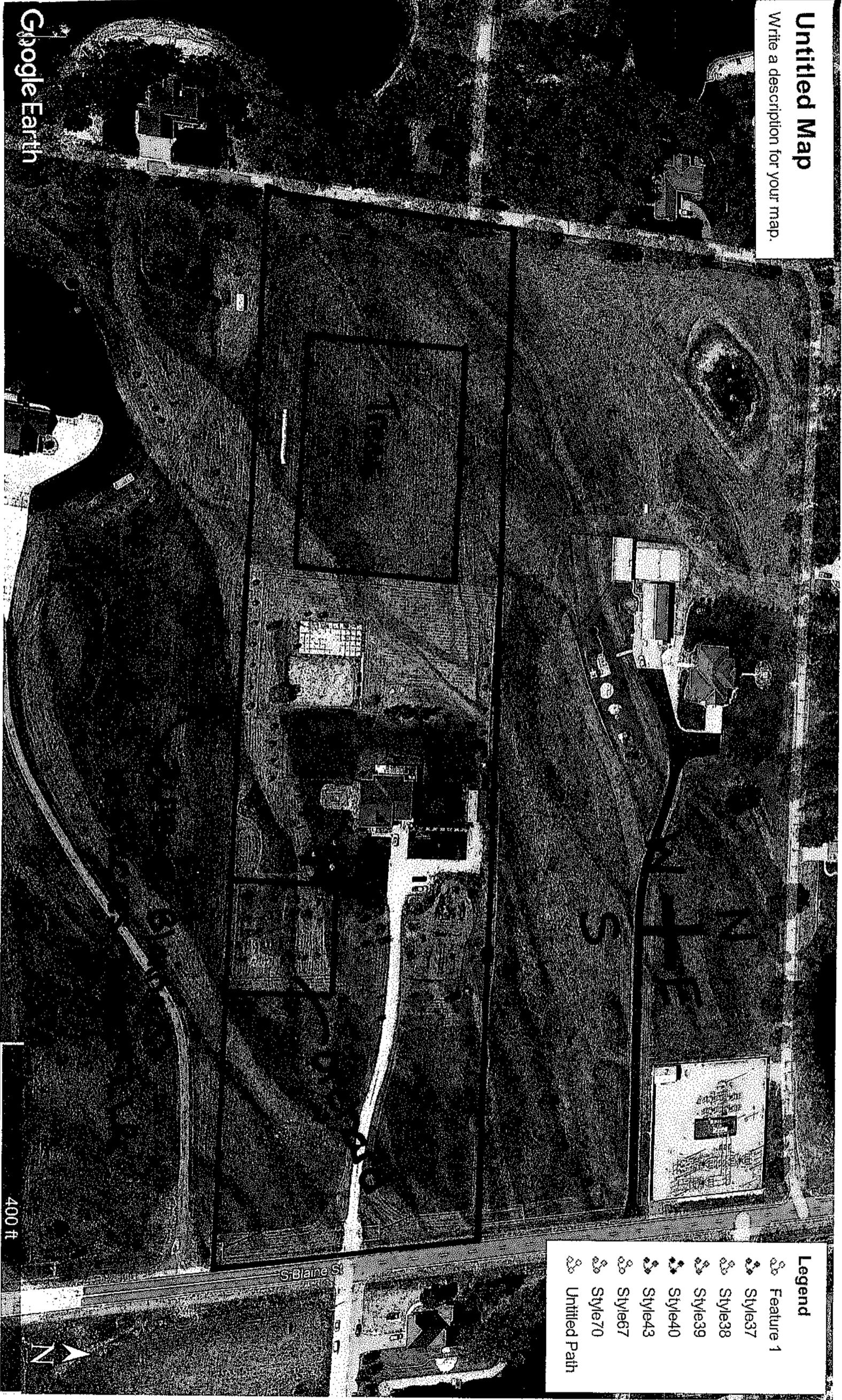
Thank you.

Curtis and/or Leslie Probasco have discussed with me their intentions for growing trees and other nursery stock on their property at 3648 South Blaine St. I have been afforded the opportunity to ask questions and discuss the matter with them. I am in support of the City of Grand Island issuing the special use permit for growing trees and nursey stock.

Name	Address	Signature	Date
LISA Arends	2119 Rainbow Rd	Lisa Arends	8/3/22
Chris Seip	3630 S Blaine St	CF	8/3/22
Scott Jones	3520 S. Blaine St	GI 68881	8/3/22
Levi Arends	2203 Rainbow rd	Levi Arends	8/3/22
TIM MADISON	3542 S. BLAINE ST	[Signature]	8/4/22
Leroy Schwitzer	3546 S BLAINE	[Signature]	8/4/22
Nita Hafner	3623 So. Blaine	N.I	8/7/22
Gary Reis	2219 Bass Rd	G.I.	8-7-22
Deborah Reis	2219 Bass Rd.	D.R.	8-7-22
Mike Jacobowski	3601 S. BLAINE ST	[Signature]	8-7-22
Eriscy Iverson	3604 S. Blaine St #11	[Signature]	8-7-22
John Price	3604 S. Blaine St #11	[Signature]	8/7/22
Dan Springer	3662 S. BLAINE ST	[Signature]	8/7/22
Sue Springer	3662 S Blaine St	[Signature]	8/7/22
DICK KNUTH	3604 S BLAINE #3	Dick Knuth	8-8/22

Untitled Map

Write a description for your map.



- Legend**
- Feature 1
 - Style37
 - Style38
 - Style39
 - Style40
 - Style43
 - Style67
 - Style70
 - Untitled Path

400 ft



Google Earth



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item E-5

**Public Hearing on Acquisition of Sanitary Sewer Easements in
Nikodym Third Subdivision & East Park on Stuhr Second
Subdivision- North of Bismark Road; West of Stuhr Road**

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

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: August 23, 2022

Subject: Public Hearing on Acquisition of Sanitary Sewer Easements in Nikodym Third Subdivision & East Park on Stuhr Second Subdivision- North of Bismark Road; West of Stuhr Road

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

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council.

Public sanitary sewer easements are needed to accommodate public utilities for development in the area of Cherry Street and Bismark Road.

A sketch is attached to show the easement areas.

Discussion

To allow for connection of the east phase of Cherry Park apartments to gravity sewer, the developer of Nikodym Subdivision is working with Cherry Park Apartments management to extend a public sewer main from Nikodym Subdivision north. This will allow Cherry Park Apartments to abandon a private lift station that has been a very high maintenance piece of equipment. To build this sewer main, public sanitary sewer easements are necessary.

There will be no cost of such easements to the City.

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 public sanitary sewer easements.

Sample Motion

Move to approve the public easements.

LOT 2 EAST
PARK ON
STUHR
SECOND SUB

SANITARY SEWER EASEMENT

LOT 1
EAST PARK ON STUHR SECOND SUB

S89°35'19"E
15.00'(M)

S89°35'19"E 5.00'(M)

NW COR
LOT 20
P.O.B.

SANITARY SEWER EASEMENT DESCRIPTION

SANITARY SEWER EASEMENT LOCATED IN PART OF LOTS 19 AND 20, NIKODYM THIRD SUBDIVISION, CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 20, NIKODYM THIRD SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S89°35'19"E, ON THE NORTH LINE OF LOT 20, A DISTANCE OF 5.00 FEET; THENCE S00°24'41"W A DISTANCE OF 114.90 FEET TO POINT ON THE SOUTH LINE OF SAID LOT 20; THENCE ON A COUNTERCLOCKWISE CURVE ON THE SOUTH LINE OF SAID LOT 20 AND 19, HAVING A DELTA ANGLE OF 30°56'00", A RADIUS OF 37.50 FEET, A CHORD BEARING N89°19'08"W A CHORD DISTANCE OF 20.00 FEET; THENCE N00°24'41"E FOR A DISTANCE OF 114.81 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 19; THENCE S89°35'19"E, ON THE NORTH LINE OF SAID LOT 19, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 2079.04 SQUARE FEET OR 0.048 ACRES MORE OR LESS.

LOT 19
NIKODYM
THIRD SUB

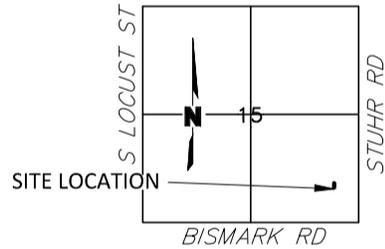
LOT 20
NIKODYM THIRD SUB

N00°24'41"E 114.81'(M)

S00°24'41"W 114.90'(M)

LOCATION MAP

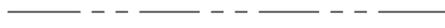
SEC. 15 T11N-R9W
NOT TO SCALE



LEGEND



EASEMENT AREA



LOT LINE



RIGHT OF WAY LINE

R=37.50'
Δ=030°55'57"
L=20.25'
CB=N89°19'06"W
CH=20.00'

VANDERVOORT AVE



DWG: F:\2021\08001-08500\021-08391\40-Design\Survey\SRVY\Sheets\V_EASE_LOT19&20_02108391.dwg USER: apollock
 DATE: Aug 10, 2022 8:49am XREFS: C_PBASE_02108391 C_XRWAY_LDP_02108391 V_XRWAY_LDP_02108391

PROJECT NO:	0210-8391
DRAWN BY:	AJP
DATE:	07/21/22

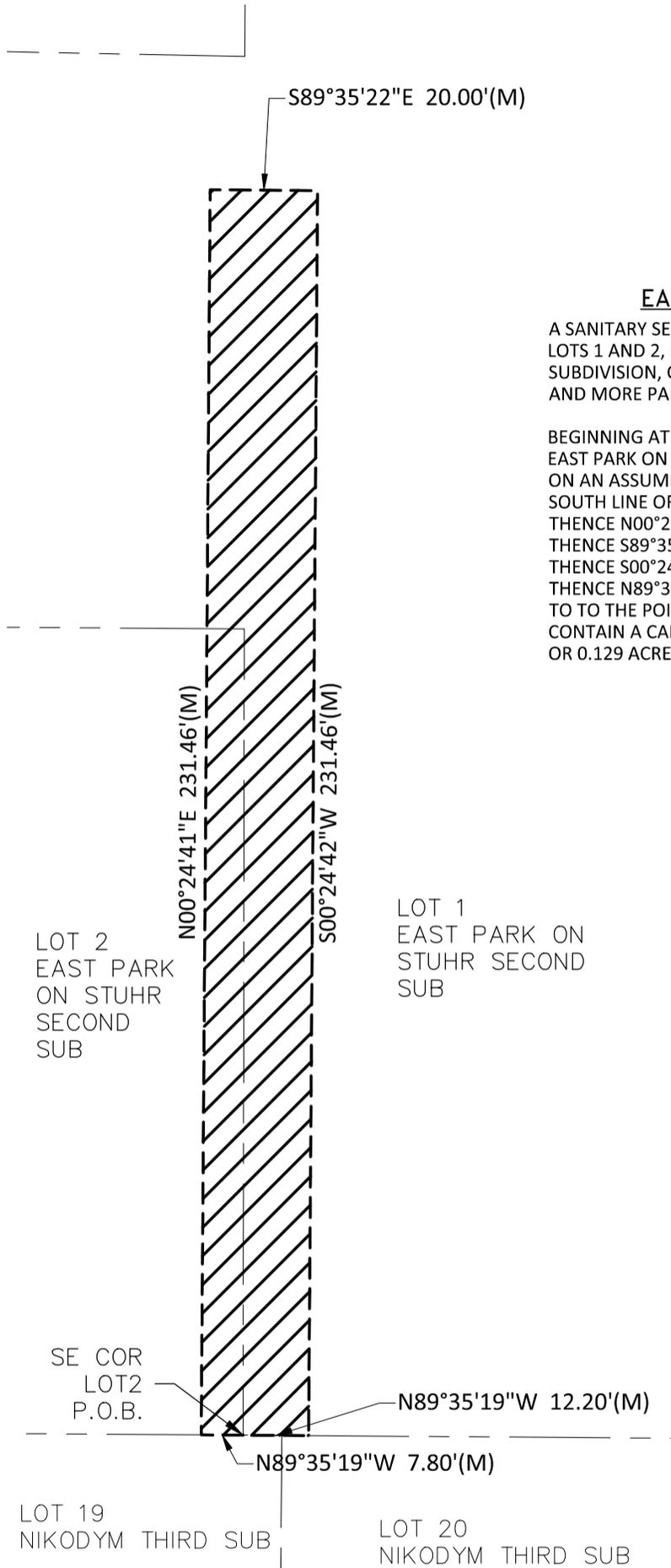
**SANITARY SEWER
EASEMENT**

olsson

201 East 2nd Street
Grand Island, NE 68801
TEL 308.384.8750

EXHIBIT

SANITARY SEWER EASEMENT

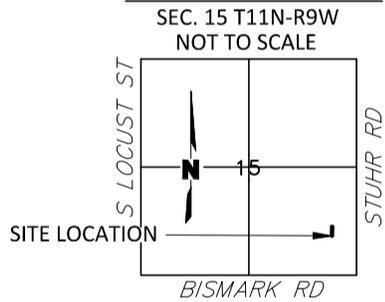


SANITARY SEWER EASEMENT DESCRIPTION

A SANITARY SEWER EASEMENT LOCATED IN PART OF LOTS 1 AND 2, EAST PARK ON STUHR SECOND SUBDIVISION, CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, EAST PARK ON STUHR SECOND SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N89°35'19"W, ON THE SOUTH LINE OF LOT 2, FOR A DISTANCE OF 7.80' FEET; THENCE N00°24'42"E FOR A DISTANCE OF 231.46 FEET; THENCE S89°35'22"E FOR A DISTANCE OF 20.00 FEET; THENCE S00°24'41"W FOR A DISTANCE OF 218.91 FEET; THENCE N89°35'19"W FOR A DISTANCE OF 12.20 FEET TO TO THE POINT OF BEGINNING. SAID TRACT CONTAIN A CALCULATED AREA OF 5607 SQUARE FEET OR 0.129 ACRES MORE OR LESS.

LOCATION MAP



LEGEND



DWG: F:\2021\08001-08500\021-08391\40-Design\Survey\SRVY\Sheets\V_EASE_LOT1&2_02108391.dwg USER: lwheeler
 DATE: Aug 11, 2022 4:18pm XREFS: C_PBASE_02108391 C_XRWAY_02108391 V_XRWAY_LDP_02108391

PROJECT NO: 0210-8391	SANITARY SEWER EASEMENT	olsson	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	EXHIBIT
DRAWN BY: AJP				
DATE: 07/21/22				



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item F-1

#9892 - Consideration of Approving Zoning Change to Property located at 3015 and 3019 Colorado Avenue from LLR Large Lot Residential to R1 Suburban Density Residential (FAMOS Construction, Inc.)

This item relates to the aforementioned Public Hearing item E-3.

Staff Contact: Chad Nabity

ORDINANCE NO. 9892

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 14 and 15 and Northwest Gateway Subdivision in the City of Grand Island, Hall County from LLR- Large Lot Residential to R1 Suburban Density Residential 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 August 3, 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 August 23rd, 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 R1 Suburban Density Residential;

A TRACT OF LAND CONSISTING OF ALL OF LOTS 14, AND 15 OF NORTHWEST GATEWAY 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 August 19, 2022	by _____ City Attorney
--	---------------------------

ORDINANCE NO. 9892 (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: August 23, 2022

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item F-2

**#9893 - Consideration of Amending Grand Island City Code
Section 2-21 Relative to City Council Compensation**

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: August 23, 2022

Subject: Consideration of Amending Grand Island City Code Section 2-21 Relative to Council Compensation, Ordinance No. 9893

Presenter(s): Aaron Schmid, Human Resources Director

Background

The City of Grand Island City Code, Chapter 2 Administration, Article I. Meetings; Committees §2-21 City Council Members; Compensation states, “Beginning at the first regular Council meeting in December, 2014 and thereafter, the annual compensation for members of the city council shall be seven thousand eight hundred dollars (\$7,800.00), payable monthly in equal installments as required by law.”

Discussion

A wage survey was completed in 2022 which included a review of Council compensation. Array responses indicate the midpoint compensation should be adjusted to eleven thousand dollars (\$11,000.00). The proposed increase would become effective the first regular Council meeting in December with the seating of the next Council. Under current law, the filing fee for city council is based upon the salary in effect for council members as of November 30 of the year preceding the election.

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 Ordinance No. 9893.

Sample Motion

Move to approve Ordinance No. 9893.

ORDINANCE NO. 9893

An ordinance to amend Chapter 2 of the Grand Island City Code specifically to Section §2-21 setting forth the compensation of members of the City Council; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication in pamphlet form and the effective date of this ordinance.

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

I. That §2-21 of the Grand Island City Code be amended to read as follows:

§2-21. City Council Members; Compensation

Beginning at the first regular Council meeting in December, 2022 and thereafter the annual compensation for members of the city council shall be eleven thousand dollars (\$11,000.00), payable monthly in equal installments as required by law.

II. The Administration is directed to bring this matter before the Council for review as part of the City's budget during years in which there is a Council election.

III. Any ordinances or parts of ordinances in conflict are hereby repealed.

IV. This ordinance shall be in full force and will take effect from and after its passage.

Enacted: August 23, 2022.

Roger G. Steele, Mayor

ATTEST:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item F-3

**#9894 - Consideration of Amending Grand Island City Code
Section 2-18 Relative to Mayor Compensation**

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: August 23, 2022

Subject: Consideration of Amending Grand Island City Code Section 2-18 Relative to Mayor Compensation, Ordinance No. 9894

Presenter(s): Aaron Schmid, Human Resources Director

Background

The City of Grand Island City Code, Chapter 2 Administration, Article I. Meetings; Committees §2-18 Mayor; Compensation states, “Beginning at the first regular Council meeting in December, 2014 and thereafter, the annual compensation for the mayor shall be sixteen thousand dollars (\$16,000.00), payable monthly in equal installments as required by law.”

Discussion

A wage survey was completed in 2022 which included a review of Mayoral compensation. Array responses indicate the midpoint compensation is below the City of Grand Island compensation. Administration is recommending leaving the City of Grand Island Mayor compensation at the current rate of \$16,000 annually.

Any proposed change to compensation would become effective the first regular Council meeting in December with the seating of the next Mayor. Under current law, the filing fee for Mayor is based upon the salary in effect for the Mayor as of November 30 of the year preceding the election.

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 take no action regarding Ordinance No. 9894.

Sample Motion

Move to take no action regarding Ordinance No. 9894.

ORDINANCE NO. 9894

An ordinance to amend Chapter 2 of the Grand Island City Code specifically to Section §2-18 setting forth the compensation of Mayor; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication in pamphlet form and the effective date of this ordinance.

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

I. That §2-18 of the Grand Island City Code remains as follows:

§2-18. Mayor; Compensation

Beginning at the first regular Council meeting in December, 2014 and thereafter, the annual compensation for the mayor shall be sixteen thousand dollars (\$16,000.00), payable monthly in equal installments as required by law.

II. The Administration is directed to bring this matter before the Council for review as part of the City's budget during years in which there is a Mayoral election.

III. Any ordinances or parts of ordinances in conflict are hereby repealed.

IV. This ordinance shall be in full force and will take effect from and after its passage.

Enacted: August 23, 2022.

Roger G. Steele, Mayor

ATTEST:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
August 19, 2022	☒ City Attorney



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item F-4

#9895 - Consideration of Approving Salary Ordinance

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director
Meeting: August 23, 2022
Subject: Consideration of Approving Salary Ordinance No. 9895
Presenter(s): Aaron Schmid, Human Resources Director

Background

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

Discussion

Wage changes presented in this Ordinance are for bargaining units according to their respective labor agreements and negotiated wages. Portions of the Fraternal Order of Police (FOP) labor contract became effective August 14, 2022. This ordinance addresses the remaining items as the full contract goes into effect October 1, 2022. The International Association of Firefighters (IAFF) and International Brotherhood of Electrical Workers (IBEW) Utilities wages have been determined and approved in their respective current contracts.

The Ordinance includes changes to the non-union classifications. A survey of the non-union group was completed this spring. Adjustments reflect the results of the survey and anticipated array increases for the 2022/2023 budget year.

Compensation calculations are determined by following Nebraska Revised Statute 48-818. The wages represented in this proposed Ordinance are included in the proposed 2022/2023 fiscal year budget.

Wages for the IBEW Wastewater Treatment Plant and AFSCME Nebraska Public Employees, Local No. 251 contracts will be presented at a future date. These unions are currently in negotiations.

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. 9895.

Sample Motion

Move to approve Salary Ordinance No. 9895.

ORDINANCE NO. 9895

An ordinance to amend Ordinance 9889 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 non-union employees; to amend the salary ranges for those employees covered under the IBEW Service/Clerical/Finance labor agreement; to amend the salary ranges for those employees covered under the IBEW Utilities labor agreement; to amend the salary ranges for those employees covered under the IAFF labor agreement; to remove the non-union positions and salary ranges of Custodian-Library, Engineer I PW, Engineer I WWTP, Engineering Technician-WWTP, Power Plant Superintendent-Burdick, Public Works Engineer, and Receptionist; to remove the IBEW Service/Clerical/Finance positions and salary ranges of Administrative Assistant-Public Works, and Engineering Technician-Public Works; to add the non-union positions and salary ranges of Airport Police Officer-PT, Civil Engineer I-PW/Engineering, Civil Engineer II-PW/Engineering, Senior Civil Engineer-PW/Engineering, Civil Engineer I-PW/WWTP, Civil Engineer II-PW/WWTP, Senior Civil Engineer-PW/WWTP, Engineering Technician I-PW/WWTP, Engineering Technician II-PW/WWTP, Senior Engineering Technician-PW/WWTP; to add the IBEW Service/Clerical/Finance positions and salary ranges of Engineering Technician I-Public Works, Engineering Technician II-Public Works, Senior Engineering Technician-Public Works and Systems Technician; ~~under the FOP labor agreement; 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;~~; and to repeal those portions of Ordinance No. 9889 and any parts of other ordinances in conflict herewith; to provide for severability; to

Approved as to Form ☐ _____
 ☐ City Attorney

ORDINANCE NO. 9895 (Cont.)

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 29.9400/43.5700	Exempt
Accounting Technician – Solid Waste	20.8218/26.1926 22.5000/29.3600	40 hrs/week
Administrative Assistant – Building – Part Time	20.4435/29.3215	40 hrs/week
Administrative Coordinator – Public Works	23.8182/34.7669 24.1100/39.3800	40 hrs/week
Airport Police Officer – Part Time	30.0000	40 hrs/week
Assistant Finance Director	36.6364/54.4021 39.5700/57.4600	Exempt
Assistant Public Works Director/Engineering	44.1891/67.2738 53.0600/78.9100	Exempt
Assistant Public Works Director of Wastewater	52.4948/73.3160 53.0600/78.9100	Exempt
Assistant Utilities Director – Engineering/Business Operations	57.3856/83.3704 71.5000/97.7600	Exempt
Assistant Utilities Director – Production	57.3856/83.3704 71.5000/97.7600	Exempt
Assistant Utilities Director – Transmission	57.3856/83.3704 71.5000/97.7600	Exempt
Attorney	38.4573/56.8206 45.2400/64.5100	Exempt
Building Department Director	43.7705/64.7396 52.0500/71.8600	Exempt
Cemetery Superintendent	27.8026/40.1660 29.1300/43.1100	Exempt

ORDINANCE NO. 9895 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
City Administrator	83.5875/96.3450 86.6300/112.9200	Exempt
City Attorney	56.1473/77.4553 60.7500/80.8000	Exempt
City Clerk	36.2973/48.1076 38.4400/53.4400	Exempt
Civil Engineer I – PW/Eng., PW/WWTP	31.5300/44.0800	Exempt
Civil Engineer I – Utilities	31.3740/44.5826 34.3500/48.7800	Exempt
Civil Engineer II – PW/Eng., PW/WWTP	38.6300/54.8200	Exempt
Civil Engineer II – Utilities	36.3159/52.2973 40.9600/59.3500	Exempt
Collection System Supervisor	27.7512/41.1137 30.7500/41.3300	40 hrs/week
Community Development Administrator	24.6956/36.6738 30.8400/42.5500	40 hrs/week
Community Service Officer – Part time	17.5592/24.6211 19.7531/25.8858	40 hrs/week
Custodian – Library , Police <u>Part Time</u>	16.5211/22.1077 16.6900/23.7300	40 hrs/week
Customer Service Representative	11.2934/15.4904 19.8700/26.3600	40 hrs/week
Customer Service Team Leader	22.9229/32.7796 23.3300/34.7400	Exempt
Deputy City Clerk	29.0378/38.4860	40 hrs/week
Electric Distribution Superintendent	41.9336/57.6781 47.1700/63.1800	Exempt
Electric Distribution Supervisor	38.8735/53.7222 43.5000/58.2500	40 hrs/week
Electric Underground Superintendent	41.2596/57.4986 47.1700/63.1800	Exempt
Electrical Engineer I	31.4980/43.8334 33.7300/50.0000	Exempt
Electrical Engineer II	35.2926/50.7006 41.0600/58.0800	Exempt
Emergency Management Deputy Director	30.7543/45.1964 32.8500/48.8300	Exempt
Emergency Management Director	43.7705/64.7396 52.0500/71.8700	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
Engineering Technician I – PW/WWTP	25.2600/32.4500	40 hrs/week

ORDINANCE NO. 9895 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Engineering Technician II – PW/WWTP	31.3500/40.6300	40 hrs/week
Equipment Operator - Solid Waste	22.0125/28.9944 23.9200/30.8100	40 hrs/week
Finance Director	49.6760/74.7189 54.1600/78.4800	Exempt
Finance Operations Supervisor	27.4819/38.6171 30.9200/41.5000	Exempt
Fire Chief	51.3028/73.2971 58.0000/81.5700	Exempt
Fire EMS Division Chief	43.5279/58.8883 48.0300/62.7200	Exempt
Fire Operations Division Chief	43.5279/58.8883 48.0300/62.7200	Exempt
Fire Prevention Division Chief	43.5279/58.8883 48.0300/62.7200	Exempt
Fleet Services Shop Foreman	27.8789/41.2434 29.9600/43.7700	40 hrs/week
GIS Coordinator - PW	30.3065/45.2375 34.2400/47.8500	Exempt
Grants Administrator	28.2676/41.0956 28.6000/43.5800	40 hrs/week
Grounds Management Crew Chief – Cemetery	22.2425/33.6894 26.5000/35.1200	40 hrs/week
Grounds Management Crew Chief – Parks	24.3158/34.9630 27.0100/36.4900	40 hrs/week
Human Resources Director	44.5499/66.8681 52.0500/71.8700	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	26.7780/40.3274 31.7400/44.1000	40 hrs/week
Human Resources Recruiter	26.7780/40.3274 31.7400/44.1000	40 hrs/week
Human Resources Specialist	26.7780/40.3274 31.7400/44.1000	40 hrs/week
Information Technology Manager	42.0401/63.5004 48.5200/68.3100	Exempt
Interpreter/Translator	17.5507/26.3534 20.0600/27.6300	40 hrs/week
Legal Secretary	22.5094/33.5515 24.3000/35.8200	40 hrs/week
Librarian I	26.4156/35.7006 28.1400/38.0400	Exempt
Librarian II	30.6949/39.4211 /41.5500	Exempt
Library Assistant I	17.6104/25.4509	40 hrs/week
Library Assistant II	21.7632/30.8094	40 hrs/week

ORDINANCE NO. 9895 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Library Director	48.5101/73.1620 51.4400/	Exempt
Library Page – Part Time	12.5198/17.2716 15.5100/18.8900	40 hrs/week
Library Secretary	18.5589/25.9374 21.9700/26.0300	40 hrs/week
Maintenance Worker – Cemetery Part Time	15.7820/23.3988	40 hrs/week
Meter Reader – Part Time	24.1758/30.1979 24.9011/31.1038	40 hrs/week
Meter Reader Supervisor	26.5439/34.2119 33.6200/46.1600	Exempt
MPO Program Manager	29.8575/44.2044 34.4200/50.4100	Exempt
Office Manager – Police Department	22.5835/33.4954 29.1100/37.0900	40 hrs/week
Parks and Recreation Director	47.9659/71.9623 53.2400/73.8400	Exempt
Parks Superintendent	35.5843/52.3295 38.9200/57.1200	Exempt
Payroll Specialist	23.7770/34.7883 26.2100/36.6900	40 hrs/week
Planner I	26.2252/39.0590 32.8000/44.9100	40 hrs/week
Planning Director	44.7728/66.3355 53.7500/79.4500	Exempt
Police Captain	41.0025/59.7113 46.6400/62.4700	Exempt
Police Chief	62.4285/83.8548	Exempt
Power Plant Maintenance Supervisor	40.0363/55.8464 44.3100/62.2900	Exempt
Power Plant Operations Supervisor	40.6060/57.8480 45.5300/64.8900	Exempt
Power Plant Superintendent – Burdick	49.9228/70.8321	Exempt
Power Plant Superintendent – PGS	52.8326/76.7941 57.2400/83.0400	Exempt
Public Safety Apprentice - Part Time	17.5592/24.6211 19.7531/25.8858	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 28.1000/40.0900	Exempt
Recreation Superintendent	34.2833/50.4243 37.2800/53.2000	Exempt

ORDINANCE NO. 9895 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Regulatory and Environmental Manager	43.3598/ 57.4829 /64.8700	Exempt
Senior Civil Engineer – PW/Eng., PW/WWTP	43.2400/61.6600	Exempt
Senior Civil Engineer – Utilities	41.2645/61.1740 50.1300/69.6500	Exempt
Senior Electrical Engineer	48.8088/61.3995 /70.6800	Exempt
Senior Engineering Technician – PW/WWTP	34.8500/43.4800	40 hrs/week
Senior Public Safety Dispatcher	23.2192/30.4183 25.0300/33.6800	40 hrs/week
Senior Utility Secretary	19.6160/27.4180 20.5000/29.4900	40 hrs/week
Shooting Range Superintendent	31.4890/47.2754 37.2800/53.2000	Exempt
Solid Waste Division Clerk – Full Time	21.3908/26.9660 23.9000/30.9200	40 hrs/week
Solid Waste Division Clerk – Part Time	19.2517/24.2694	40 hrs/week
Solid Waste Foreman	26.4749/36.9540 28.4300/39.8800	40 hrs/week
Solid Waste Superintendent	36.2099/53.8010 39.4600/54.4100	Exempt
Street Superintendent	33.7851/49.3640 37.1900/53.6400	Exempt
Street Foreman	26.9844/39.9813 29.9600/42.8000	40 hrs/week
Transit Program Manager	30.1356/45.2410 37.3000/55.9400	Exempt
Utilities Director	75.7041/105.1509 96.8100/137.8100	Exempt
Utility Production Engineer	41.0193/59.6150 49.7300/70.1400	Exempt
Utility Warehouse Supervisor	30.0775/41.1263 31.8200/44.3500	40 hrs/week
Victim Assistance Unit Coordinator	18.4893/25.8710 24.1500/33.6000	40 hrs/week
Victim/Witness Advocate	16.9519/23.7076 18.1100/25.2000	40 hrs/week
Wastewater Plant Chief Operator	27.3718/38.4983 31.2500/44.0000	40 hrs/week
Wastewater Plant Operations Engineer	49.9946/69.8306	Exempt
Wastewater Plant Maintenance Supervisor	28.0480/41.0928 31.5500/42.5000	40 hrs/week
Wastewater Plant Regulatory Compliance Manager	33.9519/41.9795 34.4400/49.0100	Exempt

ORDINANCE NO. 9895 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Water Superintendent	35.2743/52.1246 <u>40.5500/55.5300</u>	Exempt
Water Supervisor	28.7632/42.1517 <u>35.0800/47.1300</u>	40 hrs/week
Worker / Seasonal	9.0000/20.0000 <u>/30.0000</u>	Exempt
Worker / Seasonal	9.0000/20.0000 <u>/30.0000</u>	40 hrs/week
Worker / Temporary	9.0000/20.0000 <u>/30.0000</u>	40 hrs/week
Worker / Parks & Recreation Part time	9.0000/20.0000 <u>/30.0000</u>	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

ORDINANCE NO. 9895 (Cont.)

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

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Administrative Assistant-Utilities	22.3876 /31.1427 <u>23.0592</u> /	40 hrs/week
Custodian	17.3168/ 21.5822 <u>/22.2297</u>	40 hrs/week
Electric Distribution Crew Chief	38.9666 /50.8883 <u>40.0180</u> /	40 hrs/week
Electric Underground Crew Chief	38.9666 /50.8883 <u>40.0180</u> /	40 hrs/week
Engineering Technician I	26.1591 /33.5904 <u>26.9438/33.6054</u>	40 hrs/week
Engineering Technician II	32.4526 /42.0591 <u>33.4262</u> /	40 hrs/week
Instrument Technician	37.0707 /47.2568 <u>38.1828/48.6745</u>	40 hrs/week
Lineworker Apprentice	27.7882 /38.5498 <u>28.6219/39.7063</u>	40 hrs/week
Lineworker First Class	35.4013 /43.7249 <u>36.4634/45.0366</u>	40 hrs/week
Materials Handler	31.0070 /39.4318 <u>31.9304/40.6147</u>	40 hrs/week

ORDINANCE NO. 9895 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Meter Reader	<u>24.1758/30.1979</u> <u>24.9011/31.1038</u>	40 hrs/week
Meter Technician	<u>33.2499/37.7483</u> <u>34.2474/38.8808</u>	40 hrs/week
Power Dispatcher I	<u>36.1020/44.7877</u> <u>37.1850/46.1314</u>	40 hrs/week
Power Dispatcher II	<u>40.2854/50.7224</u> <u>41.4939/52.2441</u>	40 hrs/week
Power Plant Maintenance Mechanic	<u>34.6092/42.8018</u> <u>35.6475/44.0858</u>	40 hrs/week
Power Plant Operator	<u>37.8075/43.8578</u> <u>38.9418/45.1736</u>	40 hrs/week
Senior Engineering Technician	<u>36.0782/45.0109</u> <u>37.1606/46.3613</u>	40 hrs/week
Senior Materials Handler	<u>35.4941/49.2077</u> <u>36.5589/50.6839</u>	40 hrs/week
Senior Power Dispatcher	<u>46.4846/55.9970</u> <u>46.4846/57.6769</u>	40 hrs/week
Senior Power Plant Operator	<u>43.5085/50.4378</u> <u>44.8138/51.9510</u>	40 hrs/week
Senior Substation Technician	<u>39.6994/46.2921</u> <u>40.3461/47.6808</u>	40 hrs/week
Senior Water Maintenance Worker	<u>26.9446/35.9365</u> <u>27.7230/36.3262</u>	40 hrs/week
Substation Technician	<u>39.5895/44.4692</u> <u>40.1454/45.8032</u>	40 hrs/week
Systems Technician	<u>41.5793/46.6303</u> <u>42.8267/48.0292</u>	40 hrs/week
Tree Trim Crew Chief	<u>35.6425/44.8034</u> <u>36.7118/46.1475</u>	40 hrs/week
Utility Electrician	<u>34.6685/44.1017</u> <u>35.7086/45.4247</u>	40 hrs/week
Utility Groundman	<u>24.4206/30.8000</u> <u>25.1532/31.7240</u>	40 hrs/week
Utility Secretary	<u>21.0568/29.3725</u> <u>21.0568/29.3725</u>	40 hrs/week
Utility Technician	<u>34.2461/45.5569</u> <u>34.8148/46.9236</u>	40 hrs/week
Utility Warehouse Clerk	<u>26.2350/32.7744</u> <u>27.0220/33.7577</u>	40 hrs/week
Water Maintenance Worker	<u>25.4102/33.4379</u> <u>26.1725/34.4410</u>	40 hrs/week
Wireworker I	<u>25.5350/37.6918</u> <u>26.3010/38.8226</u>	40 hrs/week
Wireworker II	<u>35.4013/43.7249</u> <u>36.4634/45.0366</u>	40 hrs/week

ORDINANCE NO. 9895 (Cont.)

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	29.0000/41.0000	
Police Sergeant	39.0000/47.0000	
Police Lieutenant	42.0000/54.0000	

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, [bereavement leave](#), and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant.

[Any Police Officer assigned as a Field Training Officer shall, in addition to his/her regular salary, be paid Two dollars \(\\$2.00\) per hour while actively working with a trainee or other issues directly concerning a trainee.](#)

ORDINANCE NO. 9895 (Cont.)

_____ 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.

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 first 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.

Designated Officers who are covered under the FOP labor agreement and 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

ORDINANCE NO. 9895 (Cont.)

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 cents (\$0.90) per hour which is equal to a Tier I and Tier II assignment.

Tier I	Tier II
<u>SWAT</u>	<u>All Department Designated Instructors:</u>
<u>Police K9</u>	<u>Firearms</u>
<u>Drug Recognition Expert</u>	<u>Defensive Tactics</u>
<u>Accident Reconstruction Team</u>	<u>Less Lethal</u>
<u>CERT/Hostage Negotiator</u>	
<u>Drone</u>	

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	<u>23.0309/29.6326</u> <u>23.4916/30.5216</u>	212 hrs/28 days
Firefighter / EMT	<u>17.3619/24.2884</u> <u>17.7091/25.0171</u>	212 hrs/28 days
Firefighter / Paramedic	<u>18.7687/26.5120</u> <u>19.1441/27.3074</u>	212 hrs/28 days
Life Safety Inspector	<u>26.4868/34.5345</u> <u>27.0165/35.5705</u>	40 hrs/week
Battalion Chief	<u>29.6036/34.1068</u> <u>30.1957/35.1300</u>	212 hrs/28 days

IAFF employees, with the exception of the Life Safety Inspector, will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period, unless recall or mandatory overtime is required as specified in the IAFF labor agreement. When an

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employee is assigned as an Apparatus Operator (not including ambulance or service vehicles) the employee will receive an additional fifty cents (\$.50) per hour.

SECTION 6. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW Wastewater Treatment Plant labor agreement, and the ranges of compensation salary and wages, excluding shift differential as provided by contract, to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW Wastewater Treatment Plant labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – WWTP	18.8680/28.2987	40 hrs/week
Biosolids Technician	23.0200/33.9453	40 hrs/week
Equipment Operator – WWTP	21.3138/ 29.8620	40 hrs/week
Lead Maintenance Mechanic	23.4477/33.9307	40 hrs/week
Lead Maintenance Worker	22.5717/31.7608	40 hrs/week
Lead Wastewater Plant Operator	25.1151/36.0041	40 hrs/week
Maintenance Mechanic I	19.9733/30.0117	40 hrs/week
Maintenance Worker – WWTP	19.9316/29.5334	40 hrs/week
Stormwater Program Manager	24.5901/36.8334	40 hrs/week
Wastewater Plant Laboratory Technician	22.7916/31.5683	40 hrs/week
Wastewater Plant Operator I	20.5507/28.8558	40 hrs/week
Wastewater Plant Operator II	23.3588/33.0438	40 hrs/week

SECTION 7. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW Service/Clerical/Finance labor agreement, and the ranges of compensation salary and wages to be paid for such classifications, and the number of 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:

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Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	<u>18.1313/26.2818</u> <u>19.7952/26.5714</u>	40 hrs/week
Accounting Technician – Streets	<u>21.7231/28.4998</u> <u>/29.0721</u>	40 hrs/week
Accounts Payable Clerk	<u>20.4525/28.9122</u> <u>21.9060/29.5514</u>	40 hrs/week
Administrative Assistant-Bldg, Fire, Parks, Planning	20.4435/29.3215	40 hrs/week
Administrative Assistant—Public Works	<u>21.6005/31.2640</u>	<u>40 hrs/week</u>
Audio Video Technician	<u>24.4873/32.9470</u> <u>26.8201/36.8240</u>	40 hrs/week
Building Inspector	<u>24.0080/35.9899</u> <u>27.0111/37.2347</u>	40 hrs/week
Cashier	<u>18.6247/25.5908</u> <u>20.0668/25.6234</u>	40 hrs/week
Community Service Officer	<u>17.5592/24.6211</u> <u>19.7531/25.8858</u>	40 hrs/week
Computer Technician	<u>25.5128/36.6251</u> <u>25.5128/36.8584</u>	40 hrs/week
Crime Analyst	<u>25.1338/32.4789</u> <u>28.6794/38.1368</u>	40 hrs/week
Electrical Inspector	<u>24.1752/35.9119</u> <u>27.1431/37.0999</u>	40 hrs/week
Emergency Management Coordinator	<u>21.5894/31.2640</u> <u>25.0300/33.6800</u>	40 hrs/week
Engineering Technician—Public Works	<u>24.1683/34.0850</u>	<u>40 hrs/week</u>
Engineering Technician I - Public Works	<u>25.2600/32.4500</u>	<u>40 hrs/week</u>
Engineering Technician II – Public Works	<u>31.3500/40.6300</u>	<u>40 hrs/week</u>
Evidence Technician	<u>20.2408/29.4361</u> <u>22.2054/31.4488</u>	40 hrs/week
GIS Coordinator	<u>31.0713/46.8124</u> <u>34.2400/47.8500</u>	40 hrs/week
Maintenance Worker I – Building, Library, Police	<u>17.1541/24.2867</u> <u>18.8024/25.2757</u>	40 hrs/week
Maintenance Worker II – Building, Library, Police	<u>20.1627/27.1401</u> <u>21.5781/28.7625</u>	40 hrs/week
Payroll Clerk	<u>21.2139/29.9773</u> <u>23.1606/32.5054</u>	40 hrs/week
Plans Examiner	<u>23.9582/35.9899</u> <u>27.0157/39.8241</u>	40 hrs/week
Plumbing/Mechanical Inspector	<u>24.1864/35.5663</u> <u>27.0830/36.5581</u>	40 hrs/week
Police Records Clerk	<u>18.0813/25.6821</u> <u>19.9522/26.7203</u>	40 hrs/week
Public Safety Apprentice	<u>17.5592/24.6211</u> <u>19.7531/25.8858</u>	40 hrs/week

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Public Safety Dispatcher	<u>21.7901/28.8008</u> <u>22.5270/30.3120</u>	40 hrs/week
Senior Accounting Clerk	<u>20.2854/28.8676</u> <u>22.1760/29.8667</u>	40 hrs/week
<u>Senior Engineering Technician – Public Works</u>	<u>34.8500/43.4800</u>	<u>40 hrs/week</u>
Shooting Range Operator	26.6273/35.8338	40 hrs/week
<u>Systems Technician</u>	<u>42.8267/48.0292</u>	<u>40 hrs/week</u>
Wastewater Secretary	<u>20.3634/28.7450</u> <u>20.6626/29.0337</u>	40 hrs/week

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

SECTION 8. A shift differential of 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

ORDINANCE NO. 9895 (Cont.)

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)~~ Two dollars (\$2.00) per hour. Full time employees covered in the AFSCME labor agreement normally assigned to a work schedule commencing between 4 a.m. and 11 a.m., who are temporarily assigned to a work schedule commencing before 4 a.m. or after 11 a.m., shall receive a shift differential of twenty-five cents (\$0.25) per hour added to the base hourly rate for the hours worked during such temporary assignment. Full time employees covered in the IBEW Wastewater Treatment Plant labor agreement who are regularly scheduled to work swing shift will receive an additional twenty-five cents (\$0.25) per hour; employees who are regularly schedule to work graveyard shift will receive an additional thirty-five cents (\$0.35) per hour for wages attributable to those shifts. Employees working twelve (12) or ten (10) hour shifts will receive an additional twenty-five cents (\$0.25) per hour for wages attributable to the evening shift.

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

Each employee covered by the IAFF labor agreement after their first year, except Life Safety Inspector, will be credited Five Hundred Twenty-five dollars (\$525.00) annual credit to be used for the purchase of the uniform item purchases as needed. New hires will receive Four

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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~~Five-hundred fifty dollars (~~\$325~~550.00) semi-annually. New employees covered by the IBEW Utilities labor agreement who are required to wear full fire retardant (FR) clothing will be eligible for a one-time reimbursement up to One Thousand Two Hundred dollars (\$1,200.00) to purchase or rent required uniforms. All other employees required to wear full FR clothing will be eligible for reimbursement up to Seven Hundred (\$700.00) in Years 1 and 2; in Year 3 eligible up to One Thousand dollars (\$1,000.00). The non-union position of Meter Reader Supervisor who are required to wear full fire retardant clothing will be eligible for an annual stipend of Seven Hundred dollars (\$700.00) in Years 1 and 2; in Year 3 eligible up to One Thousand dollars (\$1,000.00) to purchase or rent required uniforms. Those employees who are required to wear partial fire retardant clothing will be eligible for an annual stipend of Three Hundred Fifty dollars (\$350.00). Employees will be reimbursed for said purchases with a receipt showing proof of purchase. Employees in the non-union Community Service Officer Part Time position 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)

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pay periods. Police Chief and Police Captains shall be paid a clothing allowance of Six hundred Fifty dollars (\$650.00) per year, divided into twenty-six (26) pay periods.

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

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

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Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, and Electric Underground Superintendent shall be eligible to participate in a voluntary uniform program providing an allowance up to Eighteen dollars (\$18.00) per month. When protective clothing is required for personnel covered by the IBEW Utilities, the non-union position of Meter Reader – Part Time, and IBEW Wastewater Treatment Plant labor agreements and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay sixty percent (60%) of the actual cost of providing and cleaning said clothing and the employees forty percent (40%) of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of Twelve Dollars (\$12) biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of Thirty dollars (\$30.00) biweekly.

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

1. (A) All employees covered in the IBEW Utilities labor agreement shall have a contribution to a VEBA made on their behalf for fifty-three percent (53%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed five hundred eighty-six and eighteen hundredths (586.18) hours [calculated at 53% x 1,106 hours], the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement, with the exception

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of Life Safety Inspector, shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed six hundred five and thirty-four hundredths hours (605.34) [calculated at 38% x 1,593 hours]. The Life Safety Inspector shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two (542) hours [calculated at 50% x 1,084 = 542]. The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Service/Clerical/Finance labor agreements shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-five percent (35%) of their accumulated medical leave at the time of retirement, early retirement, or death, based on the employee's salary at the time of retirement, not to exceed four-hundred sixty-eight and sixty-five-hundredths (468.65) hours [calculated at 35% x 1,339 hours]. Employees covered by the IBEW Wastewater labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-six percent (36%) of their accumulated medical leave at the time of retirement, early retirement, or death, based on the employee's salary at the time of retirement not to exceed four-hundred eighty-two and four-hundredths hours (482.04) [calculated at 36% x 1,339 hours]. Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty-three percent (53%) of their accumulated medical leave at the time of their retirement, not to

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exceed ~~five-six~~ hundred ~~eighty-six~~nine and ~~eighteen-hundredths~~one-half (~~586.18~~609.5) hours [calculated at 53% x ~~1,106~~1,150 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-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 forty percent (40%) for their accumulated medical leave at separation of employment after sixteen (16) years of sworn officer service and fifty (50) years of age; fifty percent (50%) for their accumulated medical leave at separation of employment after twenty (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 an employee's death not occurring in the line of duty. 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.

ORDINANCE NO. 9895 (Cont.)

(B) The City Administrator and department heads shall have a contribution made to their VEBA for one-half (1/2) of their accumulated medical leave, not to exceed thirty (30) days of pay, upon their resignation, the rate of compensation to be based upon the salary at the time of termination. Compensation for unused medical leave at retirement shall be as provided for non-union employees.

(C) The death of an employee shall be treated the same as retirement, and payment shall be made to the employee's beneficiary or estate for one-half (1/2) of all unused medical leave for non-union employees and as defined in labor agreements for all other employees.

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

ORDINANCE NO. 9895 (Cont.)

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

Officer	Five (5) years (beginning 6 th year)	\$ 350.00
	Ten (10) years (beginning 11 th year)	\$ 650.00
	Fifteen (15) years (beginning 16 th year)	\$1,000.00
	Twenty (20) years (beginning 21 st year)	\$1,250.00 <u>1,350.00</u>
	Twenty-five (25) years (beginning 26 th year)	\$1,400.00 <u>1,750.00</u>
Sergeant and Lieutenant	Five (5) years (beginning 6 th year)	\$ 375.00
	Ten (10) years (beginning 11 th year)	\$ 650.00
	Fifteen (15) years (beginning 16 th year)	\$1,250.00
	Twenty (20) years (beginning 21 st year)	\$1,700.00
	Twenty-five (25) years (beginning 26 th year)	\$2,400.00

Non-union employees shall receive longevity pay on a prorated basis each regular pay day as follows:

<u>Five (5) years (beginning 6th year)</u>	<u>\$ 250.00</u>
<u>Ten (10) years (beginning 11th year)</u>	<u>\$ 500.00</u>
<u>Fifteen (15) years (beginning 16th year)</u>	<u>\$ 750.00</u>
<u>Twenty (20) years (beginning 21st year)</u>	<u>\$ 1,150.00</u>
<u>Twenty-five (25) years (beginning 26th year)</u>	<u>\$ 1,650.00</u>

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

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

ORDINANCE NO. 9895 (Cont.)

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:

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

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

SECTION 13. The adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law effective October 9, 2022.

SECTION 14. Those portions of Ordinance No. 9889 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

ORDINANCE NO. 9895 (Cont.)

Enacted: _____

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item G-1

Approving Minutes of August 9, 2022 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

August 9, 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 August 9, 2022. Notice of the meeting was given in *The Grand Island Independent* on August 3, 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, Michelle Fitzke, Mark Stelk, Jason Conley, Vaughn Minton, Bethany Guzinski, Maggie Mendoza, Mitch Nickerson, and Chuck Haase. The following City Officials were present: City Administrator Jerry Janulewicz, City Clerk RaNae Edwards, Interim City Attorney Stacy Nonhof, Finance Director Patrick Brown, and Interim Public Works Director Keith Kurz.

INVOCATION was given by Pastor Jim Reynolds, Berean Bible Church, 4116 West Capital Avenue followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Patricia Buettner, Parks Administrative Assistant for 40 Years of Service with the City of Grand Island. Mayor Steele and the City Council recognized Parks Administrative Assistant Patricia Buettner for 40 years of service with the City of Grand Island. Parks and Recreation Director Todd McCoy thanked Ms. Buettner for her service. Ms. Buettner was present for the recognition.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Lot Three (3), Hanover Third Subdivision, City of Grand Island, Hall County, Nebraska. City Administrator Jerry Janulewicz reported that in 2017, the City Council approved a lease with option to purchase agreement whereby the City leased and later purchased land utilized for Fire Station #4 and the 911/Emergency Management Center. The Agreement included an option to purchase an additional tract of land now known as Lot 3, Hanover Third Subdivision. Lot 3 is located immediately west of and abuts the City land at 13th Street and North Road. The Agreement specifies a purchase price of \$136,482.50 and the conditions of sale. The option to purchase the property expires in November 2022. The property is approximately 4.5 acres in area, which was comparable in size with Lincoln Park and Southman Park. It could accommodate a neighborhood pool, splash pad, or other public park and recreational uses. Staff recommended approval. No public testimony was heard.

Public Hearing on the Semi-Annual Report by the Grand Island Area Economic Development Corporation/Citizens Advisory Review Committee on the Economic Development Program Plan. Dave Taylor, President of the Grand Island Area Economic Development Corporation presented the Semi-Annual Report. Staff recommended approval. No public testimony was heard.

Public Hearing on 2022 Community Development Block Grant Annual Action Plan. Amber Alvidrez, Community Development Administrator presented the following projects being considered for the 2022-2023 Annual Action Plan:

- \$55,000- Program Administration
- \$70,907- Grace Abbott Park playground project
- \$20,000- Downtown Business Improvement District Railside's Small Business Rental Assistance
- \$25,000- Central Nebraska Community Action Partnership- Emergency Payment Program
- \$195,000- Hope Harbor Land Acquisition
- Total: \$365,907

Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9891 - Consideration of Vacation of Public Utility Easement in Lot One (1), L.J. & R.A. Toner Properties Subdivision- (Titan Machinery, Inc.)#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)

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

Interim Public Works Director Keith Kurz reported that the current property owner of Lots One (1) in L.J. & R.A. Toner Properties Subdivision was requesting to vacate such dedicated easement to allow for expansion of their facility. Staff recommended approval.

Motion by Stelk, second by Guzinski to approve Ordinance #9891.

City Clerk: Ordinance #9891 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9891 on second and final reading. All those in favor of this passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9891 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-7 (Resolution #2022-209) was removed for further discussion. Motion by Paulick, second by Mendoza to approve the Consent Agenda excluding item G-7. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of July 25, 2022 Joint Health Department Meeting.

Approving Minutes of July 26, 2022 City Council Regular Meeting.

Approving Minutes of August 2, 2022 City Council Study Session.

Approving Appointment of Brian Mustion to the Community Redevelopment Authority Board.

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

#2022-208 - Approving Submittal of 2022 Community Development Block Grant Annual Action Plan.

#2022-209 - Approving of Amending the Approved 2022-2023 Fee Schedule. Finance Director Patrick Brown stated there were a few changes to the Fee Scheduled that was approved by Council on July 26, 2022. Comments were made regarding the paramedic and ambulance fees and that they had not been raised for several years.

Motion by Nickerson, second by Haase to approve Resolution #2022-209. Upon roll call vote, all voted aye. Motion adopted.

#2022-210 - Approving Bid Award for Audit Services with BerganKDV of Omaha, Nebraska as the external auditors for the years of 2022 to 2024 for a total three year cost of \$228,000.

#2022-211 - Approving Agreement with NDOT-Intermodal Planning Division for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2023 Fiscal Year TRANSIT, Section 5305, Transportation Planning Program.

#2022-212 - Approving Certificate of Final Completion for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation; Project No. 2017-WWTP-2 with Sampson Construction, Inc. of Lincoln, Nebraska.

#2022-213 - Approving 2022 High Intensity Drug Trafficking Area (HIDTA) Grant for Tri-Cities Drug Enforcement Team Task Force.

#2022-214 - Approving 2021 Victims of Crime Act (VOCA) Grant Continuation for Police Department.

#2022-215 - Approving 2022 Victims of Crime Act (VOCA) Grant Award for Police Department.

RESOLUTIONS:

#2022-216 - Consideration of Acquisition of Lot Three (3), Hanover Third Subdivision, City of Grand Island, Hall County, Nebraska. This item was related to the aforementioned Public Hearing. Discussion was held with regards to restrictions on the property. Mr. Janulewicz stated there were none.

Motion by Haase, second by Minton to approve Resolution #2022-216. Upon roll call vote, all voted aye. Motion adopted.

#2022-217 - Consideration of Approving the Semi-Annual Report by the Grand Island Area Economic Development Corporation/Citizens Advisory Review Committee on the Economic Development Program Plan. This item was related to the aforementioned Public Hearing.

Motion by Paulick, second by Guzinski to approve Resolution #2022-217. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Paulick to approve the payment of claims for the period of July 27, 2022 through August 9, 2022 for a total amount of \$3,394,983.06. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 7:56 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item G-2

Approving Minutes of August 16, 2022 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

August 16, 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 August 16, 2022. Notice of the meeting was given in *The Grand Island Independent* on August 10, 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, Michelle Fitzke, Mark Stelk, Jason Conley, Vaughn Minton, Bethany Guzinski, Mitch Nickerson and Chuck Haase. Councilmember Maggie Mendoza was absent. The following City Officials were present: City Administrator Jerry Janulewicz, City Clerk RaNae Edwards, Finance Director Patrick Brown, Interim City Attorney Stacy Nonhof and Interim Public Works Director Keith Kurz.

SPECIAL ITEMS:

Jackrabbit Run Golf Course Budget Presentation. Finance Director Patrick Brown introduced Devon Kastler, Regional Operations Manager for Landscapes Golf Management from Lincoln, Nebraska who gave a presentation on the FY2023 Jackrabbit Run Golf Course budget and Business Plan. He mentioned the strengths, weaknesses, opportunities, and threats facing the golf course in 2023.

Mr. Kastler presented the following:

Golf Operations - would generate \$682,000 in revenue in FY2023 by achieving the following goals:

- Recruit 5 new corporate outings
- Increase merchandise sales by 5%
- Grow Junior Golf Program to 30 participants (18 participants in 2022)
- Obtain title sponsorships for all internally created events

Food & Beverage – would generate \$70,000 in Net Operating Income in FY2022 by achieving the following:

- Financial Performance
- Inventory Management
- Banquet Recruitment
- On-Course Sales
- Upselling to Golf Outings

Annual Pass Sales would generate \$85,000 in revenue in FY2023 by meeting the following:

- Goal of a net of 5 new memberships in 2023
- Net Promoter Score goal of 65
- Referral goal of 10 members recruited by current pass holders

Golf Course Maintenance would achieve a Survey Course Maintenance Score of 4.4 in FY2023 by achieving the following:

- Department expense budget achievement
- Achieve course maintenance score of 4.4 (Scale of 1-5)
- Agronomic Practices
- Tree Management

Comments were made concerning the conditions of the golf course and the price. Joel Holling, Maintenance Superintendent explained the history of the trees at the golf course and the loss of the trees due to disease. They would like to move forward with planting new trees and remove the dead ones. Finance Director Patrick Brown stated there was money in the FY22-23 Budget for tree replacement. Also explained was he fuel tank issues.

Discussion was held concerning \$50,000 the City pays to Landscape as per their contract.

Grand Island Public Library- Meeting the Community's Needs. Library Director Celine Swan gave a PowerPoint presentation on Meeting the Community's Needs. The Grand Island Public Library's Mission Statement was "To inspire and strengthen our community by connecting people with information, ideas, and experiences." Reviewed were the programs and services provided by the library.

Ms. Swan was requesting to add 3 FTE to the 2022-2023 budget. With the increased staff the Library would be able to:

- Add Tuesday evening hours
- Add Saturday hours
- Maintain accreditation
- Increase Makerspace availability and services
- Meet community needs

Comments were made regarding the need for the Library to stay open longer and the need for more employees to make that happen.

CRA Budget Presentation. Regional Planning Director Chad Nabity presented the Community Redevelopment Authority 2022-2023 Annual Budget. Since October of last year the City Council and the CRA had focused not only on redevelopment but partnering with local developers to approve public participation in 638 housing units ranging from senior housing at Jaxson Subdivision on Old Potash Highway to upper story residential in Railside to townhouses near Five Points, single family in northwest and southeast Grand Island and apartments near the new hospital. It was expected that these units would be developed over the next 5 to 9 years. In addition to the approved units, another 277 units would be under consideration in the next eight weeks.

The CRA was requesting property tax revenues of \$745,146 including \$197,340 for Lincoln Pool Construction and Bonds and \$548,263 for all other CRA programs. The CRA was requesting that the same amount of funding as last year so the levy would be reduced to account for valuation additions and increases across the City.

Amos Anson, 4234 Arizona Avenue thanked the Council on behalf of the Railside Business Improvement District.

Council took a break at 9:18 p.m. and reconvened at 9:25 p.m.

General Budget Discussion. Finance Director Patrick Brown stated that overall the City's receipts were stronger than anticipated and expenses were lower than budgeted. Supply line issues, and hiring challenges were some of the reasons expenses were well below budget. Inflation was creating and would continue to create challenges in the next couple of years in purchasing commodities, equipment, and contracting out capital improvement projects.

Mr. Brown presented the FY2022 Budget Projections stating Sales Tax receipts remained strong and Property Tax receipts were steady. All other receipts had been steady and expenses were going to be well under budget mainly due to vacancy savings. Operating expense savings for FY2022 was projected at \$189,694. Overall this would create a higher cash reserve going into the FY2023 budget.

Mentioned were the challenges going forward such as inflation, supply line issues, hiring (hard time filling positions), and the volatility of the economy.

Reviewed were the additions/changes to FTE's in each department. Total Costs by Funds were:

- General Fund - \$582,767
- Electric Fund – (\$36,559)
- Water Fund - \$87,330
- Solid Waste Fund - \$77,010
- Streets Fund - \$1,746

These adjustments were needed to keep up with the current labor market. Operating expenses were projected to increase by 9.4% or \$670k over FY2022 budget. This increase was due to the overall rising costs of commodities.

Discussion was held regarding adding 3 Firefighters. Fire Chief Cory Schmidt answered questions concerning a third ambulance and adding 3 Firefighters. He stated they were having a hard time hiring paramedics.

Discussion was held regarding hiring a Risk Manager and a Purchasing Agent in the Finance Department.

ADJOURNMENT: The meeting was adjourned at 10:41 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item G-3

Receipt of Official Document – Tort Claim filed by Javier Rendon

Staff Contact: Stacy Nonhof, Interim City Attorney

Council Agenda Memo

From: Stacy Nonhof, Interim City Attorney

Meeting: August 23, 2022

Subject: Receipt of Official Document – Tort Claim filed by Javier Rendon

Presenter(s): Stacy Nonhof, Interim City Attorney

Background

The City of Grand Island has received a Notice of Tort Claim from Javier Rendon alleging certain claims for an incident which occurred on June 6, 2022. Mr. Rendon is claiming he was injured as he stepped on an unsecured manhole cover at or near 303 West 3rd Street in Grand Island.

Without getting into issues concerning the City's and other parties' liability, and whether the claim of Javier Rendon is fair and reasonable, we are simply providing a copy of this claim to you in compliance with the Nebraska Political Subdivision Tort Claims Act.

For a person to assert a tort claim against the City of Grand Island, a written notice of the claim must be filed with the City Clerk, Secretary or other official responsible for keeping official records. The claim must be filed within one year of the accrual of the claim, and the Council has six months to act on the claim. No suit can be filed until after the Council acts on the claim, or the six months has run.

Historically, the City of Grand Island has simply let the six months run. Not all claims result in a suit being filed, so it makes good sense to not act affirmatively in many instances. In any event, if you wish to look further into this claim, please contact the City Attorney's office, and we will provide you with the information which we have in connection with the claim. Our recommendation is to continue to take no affirmative action on tort claims. It must be emphasized that by providing copies of alleged claims to you, we are not making an admission or representation that a claim has been properly filed in any respect. We also recommend that no comments concerning a particular claim be made during Council meetings, unless you decide to bring the matter on for formal consideration. Even then, we ask that comments be carefully considered so that the legal rights of all parties are preserved.

Discussion

This is not an item for council action other than to simply acknowledge that the claim has been received.

Recommendation

City Administration recommends that the Council take no action other than acknowledge receipt of the claim.

Sample Motion

Move to approve acknowledgement of the tort Claim filed by Javier Rendon.



1005 S. 107th Ave.
Suite 200
Omaha, NE 68114
402.390.9000
FAX 402.397.7915
HauptmanOBrien.com

11507 S. 42nd St.
Suite 101
Bellevue, NE 68123
402.291.5800
FAX 402.291.1478

August 10, 2022

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Grand Island City Clerk

Attn: The clerk, secretary or other official whose duty it is to maintain the official records of the political subdivision and the duly constituted law department
City Hall

100 E. First Street
Grand Island, NE 68801

Grand Island City Attorney

100 E. First Street
Grand Island, NE 68801



Re: Our Client: Javier Rendon
Date of Loss: June 10, 2022

Dear Sir or Madam:

Please be advised that this office will be representing the interest of Javier Rendon in connection with an incident which occurred on June 6, 2022. Mr. Rendon was injured as he stepped on a unsecured manhole cover at or near 303 West 3rd Street in Grand Island, Hall County, Nebraska.

Pursuant to the terms and conditions of the Political Subdivision Tort Claims Act, I am hereby filing a tort claim on behalf of Mr. Rendon against City of Grand Island for damages resulting from this incident. Please accept the filing of this tort claim pursuant to the terms and conditions of the Political Subdivisions Tort Claim Act.

Demand is hereby made for all special and general damages allowed for personal injury claims under Nebraska law. The total amount of damages is unknown currently.

Sincerely,

Timothy R. O'Brien
For the Firm
trobrien@hauptman-obrien.net

TRO:bah259086





City of Grand Island

Tuesday, August 23, 2022

Council Session

Item G-4

#2022-218 - Approving Request from Stripe Zone, LLC dba Blazin Wings N More, 1023 West 2nd Street for a Class "C" Liquor License and Liquor Manager Designation for Ernesto Franco, 3930 Chukar Circle

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

Staff Contact: RaNae Edwards

RESOLUTION 2022-218

WHEREAS, an application was filed by Stripe Zone, LLC dba Blazin Wings N More, 1023 West 2nd Street for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on August 13, 2022; such publication cost being \$17.22; and

WHEREAS, a public hearing was held on August 23, 2022 for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

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

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

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

_____ The City of Grand Island hereby recommends approval of Ernesto Franco, 8930 Chukar Circle, Grand Island, Nebraska contingent upon passing a state approved alcohol/seller training course.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☒ _____
August 19, 2022 ☒ City Attorney



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item G-5

#2022-219 - Approving Preliminary, Final Plat and Subdivision Agreement for Millennial Estate Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: August 23, 2022

Subject: Millennial Estates Subdivision- Preliminary and Final Plat

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

Background

This property is located north of 13th Street west of the Moore's Creek Drainway. (Preliminary 120 lots, 1 out lot, 46.7 acres) (Final Plat 38 lots, 10.5.06 Acres). This property is zoned R2 Suburban Density Residential and R4 High Density Residential.

Discussion

The revised preliminary plat for Millennial Estate Subdivision along with the final plat for Millennial Estates Second Subdivision was considered at the Regional Planning Commission at the August 3, 2022 meeting on the consent agenda.

A motion was made by Rainforth and second by Hendricksen to approve all items the consent agenda.

The motion was carried with eleven members voting in favor (Nelson, Allan, O'Neill, Ruge, Olson, Robb, Monter, Rainforth, Hendricksen, Doane and Randone) and no members voting no or abstaining.

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

Starostka Group Unlimited, Inc.
429 Industrial Lane
Grand Island, NE 68803

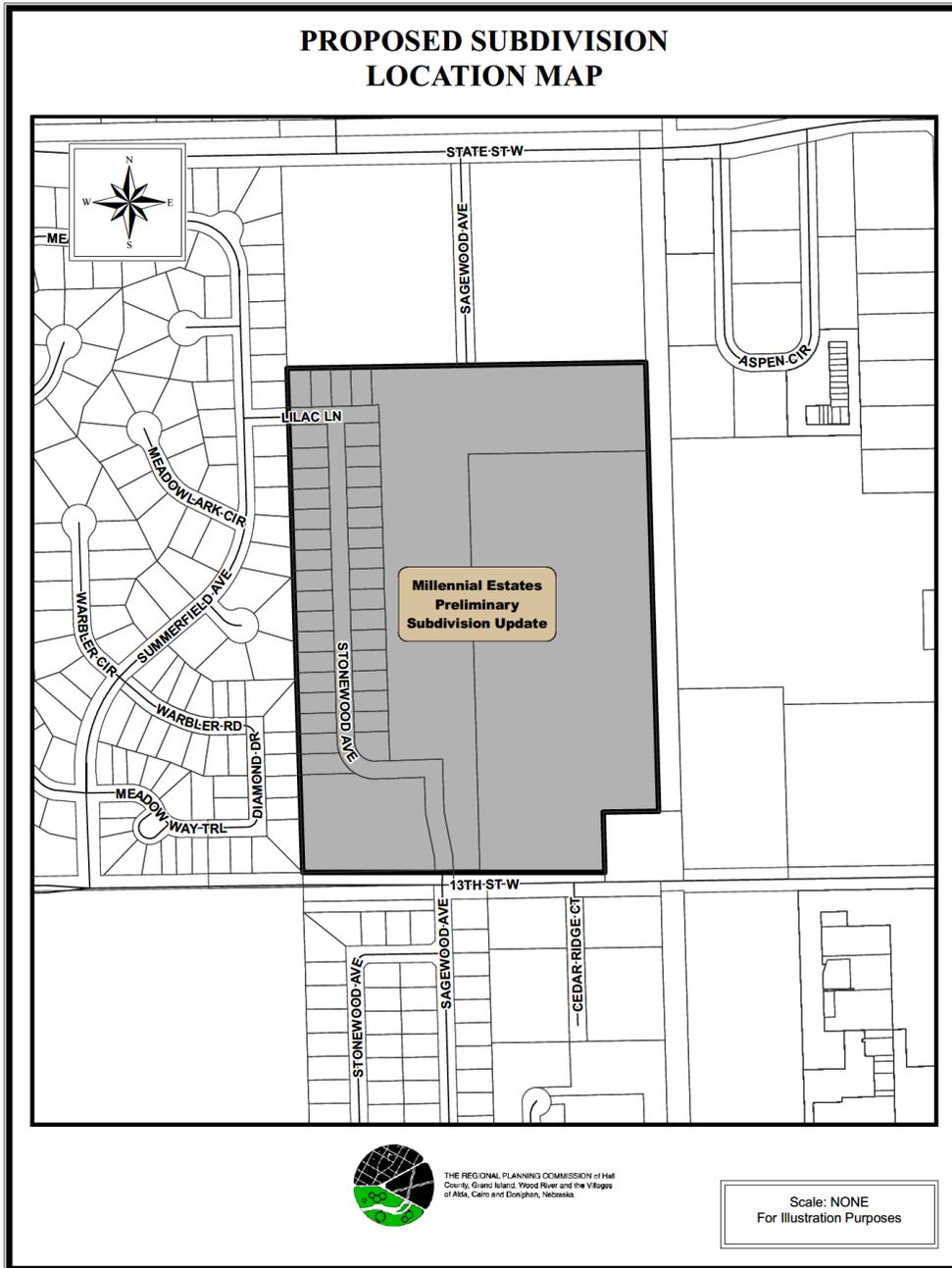
To create

Size: Preliminary Plat: 120 Lots 46.7 Acres, **Final Plat** 38 lots, 10.506 Acres
Zoning: R2 Low Density Residential and R4 High Density Residential

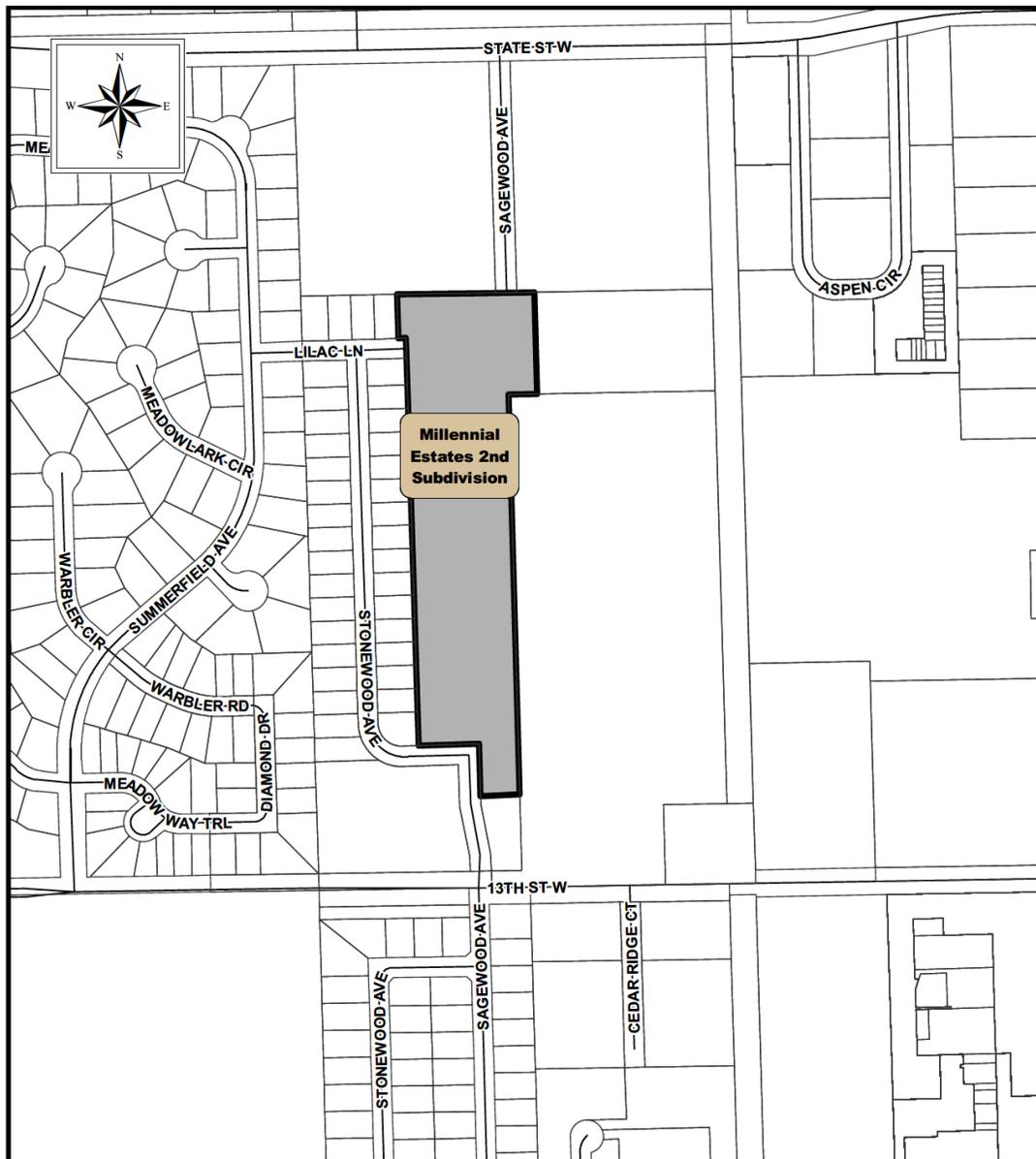
Road Access: Proposed streets will be 32 foot streets this offset driveways and 34 foot streets that allow parking on both sides.

Water: City water is available to the subdivision.

Sewer: City sewer is available to the subdivision.



PROPOSED SUBDIVISION LOCATION MAP



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

Scale: NONE
For Illustration Purposes

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

MILLENNIAL ESTATES SECOND SUBDIVISION

Lots 1-38 Inclusive

In the City of Grand Island, Hall County Nebraska

The undersigned, STAROSTKA GROUP UNLIMITED, INC., A Nebraska Corporation, 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 LOCATED IN PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E1/2, SW1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 22, MILLENNIAL ESTATES SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON A ASSUMED BEARING OF

S89°59'13"E, ON THE SOUTH LINE OF STARLITE SUBDIVISION, A DISTANCE OF 441.85 FEET; THENCE S00°35'44"E A DISTANCE OF 186.19 FEET; THENCE S89°19'31"W A DISTANCE OF 118.00 FEET; THENCE S00°35'44"E A DISTANCE OF 1161.67 FEET; THENCE N89°19'31"E A DISTANCE OF 39.00 FEET; THENCE S00°38'52"E A DISTANCE OF 181.90 FEET; THENCE S89°19'31"W A DISTANCE OF 155.31 FEET TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF SAGEWOOD AVENUE; THENCE N00°33'02"W, ON SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 181.90 FEET TO A POINT ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF MEADOW ROAD; THENCE S89°19'31"W, ON SAID NORTH RIGHT-OF-WAY LINE OF MEADOW ROAD, A DISTANCE OF 181.76 FEET TO THE SOUTHEAST CORNER OF LOT 38, SAID MILLENNIAL ESTATES SUBDIVISION; THENCE N00°43'26"W, ON THE EAST LINE OF SAID MILLENNIAL ESTATES SUBDIVISION, A DISTANCE OF 1221.67 FEET TO A POINT ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF LILAC LANE; THENCE S89°08'52"W, ON SAID NORTH RIGHT-OF-WAY LINE OF LILAC LANE, A DISTANCE OF 23.06 FEET TO THE SOUTHEAST CORNER OF LOT 22, SAID MILLENNIAL ESTATES SUBDIVISION; THENCE N00°42'47"W, ON THE

EAST LINE OF SAID LOT 22, A DISTANCE OF 131.57 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 457640.81 SQUARE FEET OR 10.506 ACRES MORE OR LESS OF WHICH 2.579 ACRES ARE NEW DEDICATED ROAD ROW.;

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 MILLENNIAL ESTATES SECOND 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 MILLENNIAL ESTATES SECOND 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 pave Lilac Lane, Meadow Road, and Sagewood Avenue in accordance with plans and specifications approved by the City's Director of Public Works, and subject to the City's inspection. If the Subdivider fails to pave Lilac Lane, Meadow Road, and Sagewood Avenue, the City may create a paving district to perform such work

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

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

4. **Storm Drainage.** The Subdivider agrees to grade all lots in the subdivision in conjunction with the development proposed thereon so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision. The Subdivider shall notify City prior to any future work occurring on the existing storm pipes such that the internal condition of the pipes will be inspected by the City through use of video or other imaging equipment.. The Subdivider shall be responsible for paying for the portion of cleaning of these pipes based on change of condition of pipes from pre and post construction video, as required.

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

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

Street Name	Curb sidewalk	Conventional Sidewalk	Sidewalk Requirement Waived by Council
-------------	---------------	-----------------------	--

Meadow Road		x	NO
Sagewood Avenue		x	NO
Lilac Lane		x	NO

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

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

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

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

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

Dated _____, 2022.

STAROSTKA GROUP UNLIMITED,
INC., Subdivider

By: _____
Danny Starostka, President

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 Danny Starostka, President, Starostka Group Unlimited, Inc., a Nebraska Corporation, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of SSB Development, L.L.C.

WITNESS my hand and notarial seal the date above written.

Notary Public

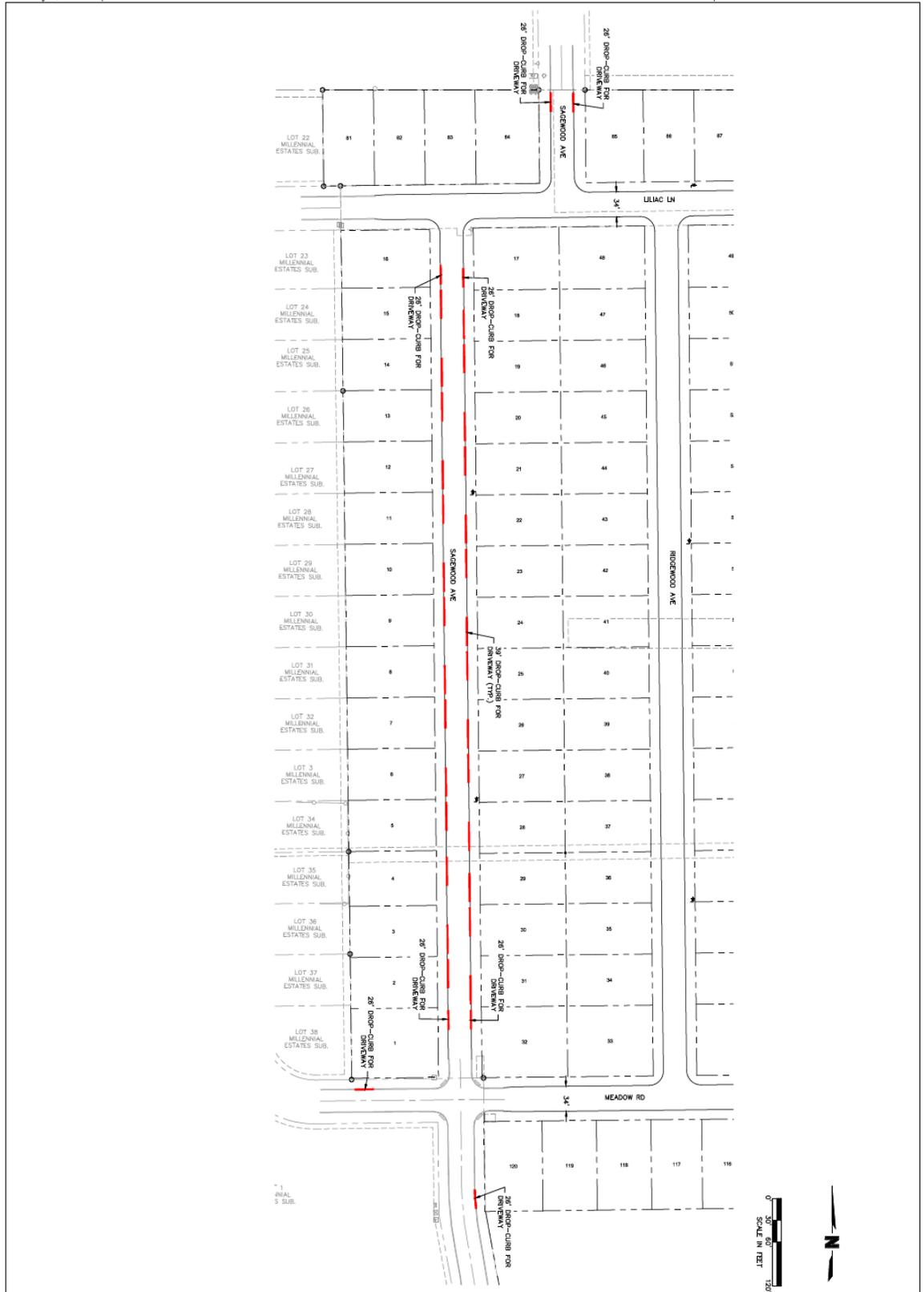
My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____

RaNae Edwards, City Clerk

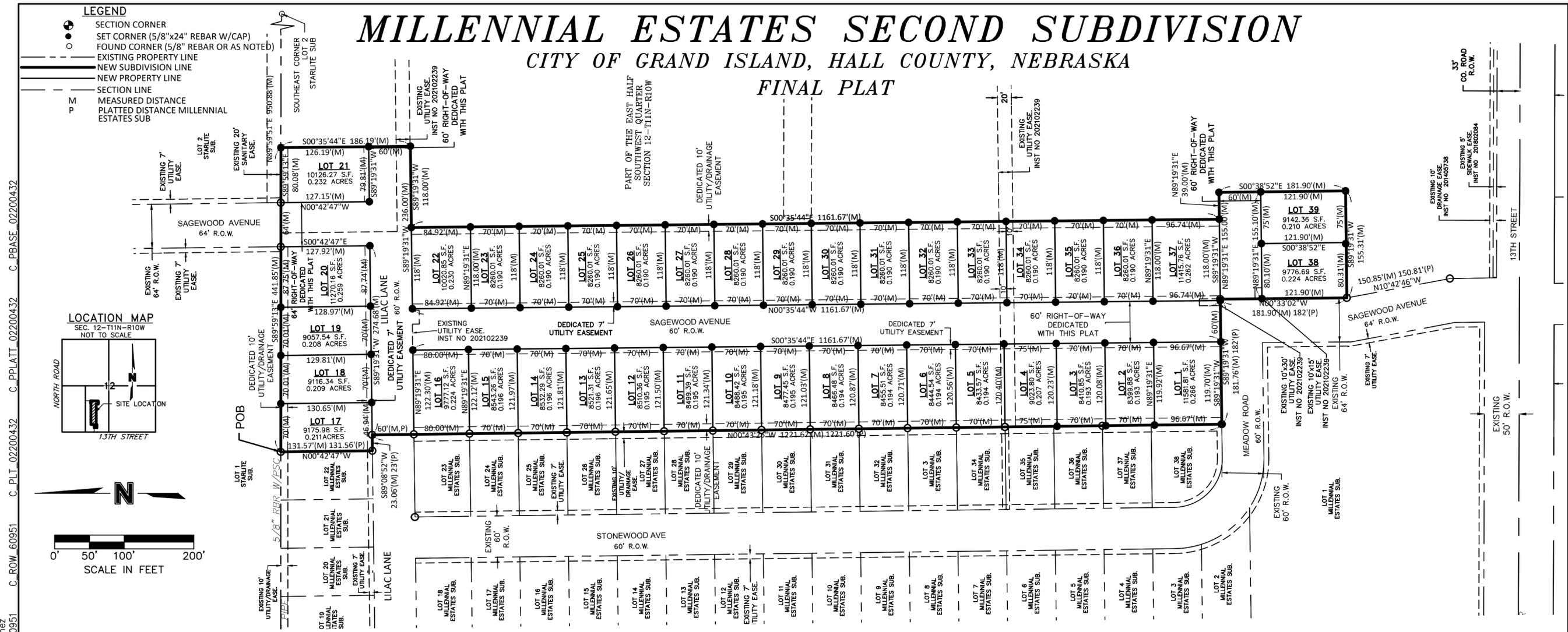


SHEET 1 OF 1	DRIVEWAY EXHIBIT	REV. NO. DATE REVISIONS DESCRIPTION	 201 East 2nd Street Grand Island, NE 68801 TEL. 308.384.8750 www.olsson.com
	MILLENNIAL ESTATES 2ND SUBDIVISION	2022 REVISIONS	
GRAND ISLAND, NEBRASKA			

MILLENNIAL ESTATES SECOND SUBDIVISION

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

FINAL PLAT



LEGAL DESCRIPTION
 A TRACT OF LAND LOCATED IN PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E1/2, SW1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 22, MILLENNIAL ESTATES SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON A ASSUMED BEARING OF S89°59'13"E, ON THE SOUTH LINE OF STARLITE SUBDIVISION, A DISTANCE OF 441.85 FEET; THENCE S00°35'44"E A DISTANCE OF 186.19 FEET; THENCE S89°19'31"W A DISTANCE OF 118.00 FEET; THENCE S00°35'44"E A DISTANCE OF 1161.67 FEET; THENCE N89°19'31"E A DISTANCE OF 39.00 FEET; THENCE S00°38'52"E A DISTANCE OF 181.90 FEET; THENCE S89°19'31"W A DISTANCE OF 155.31 FEET TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF SAGEWOOD AVENUE; THENCE N00°33'02"W, ON SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 181.90 FEET TO A POINT ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF MEADOW ROAD; THENCE S89°19'31"W, ON SAID NORTH RIGHT-OF-WAY LINE OF MEADOW ROAD, A DISTANCE OF 181.76 FEET TO THE SOUTHEAST CORNER OF LOT 38, SAID MILLENNIAL ESTATES SUBDIVISION; THENCE N00°43'26"W, ON THE EAST LINE OF SAID MILLENNIAL ESTATES SUBDIVISION, A DISTANCE OF 1221.67 FEET TO A POINT ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF LILAC LANE; THENCE S89°08'52"W, ON SAID NORTH RIGHT-OF-WAY LINE OF LILAC LANE, A DISTANCE OF 23.06 FEET TO THE SOUTHEAST CORNER OF LOT 22, SAID MILLENNIAL ESTATES SUBDIVISION; THENCE N00°42'47"W, ON THE EAST LINE OF SAID LOT 22, A DISTANCE OF 131.57 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 457640.81 SQUARE FEET OR 10.506 ACRES MORE OR LESS OF WHICH 2.579 ACRES ARE NEW DEDICATED ROAD ROW.

SURVEYOR'S CERTIFICATE
 I HEREBY CERTIFY THAT ON _____, 2022, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND LOCATED IN PART OF THE EAST HALF OF THE SOUTHWEST QUARTER (E1/2, SW1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

JAI JASON ANDRIST, REGISTERED LAND SURVEYOR NUMBER, LS-630

DEDICATION OF PLAT
 KNOW ALL MEN BY THESE PRESENTS, STAROSTKA GROUP UNLIMITED, INC., A NEBRASKA CORPORATION, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "MILLENNIAL ESTATES SECOND SUBDIVISION" IN PART OF EAST HALF OF THE SOUTHWEST QUARTER (E1/2, SW1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE ROAD RIGHT OF WAY, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER; AND HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS 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 ADDITION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO,

THIS ____ DAY OF _____, 2022 AT _____, NEBRASKA

DANNY STAROSTKA, PRESIDENT, STAROSTKA GROUP UNLIMITED, INC., A NEBRASKA CORPORATION

ACKNOWLEDGMENT
 STATE OF NEBRASKA
 COUNTY OF HALL SS

ON THIS ____ DAY OF _____, 2022, BEFORE ME _____, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED **DANNY STAROSTKA, PRESIDENT, STAROSTKA GROUP UNLIMITED, INC., A NEBRASKA CORPORATION**, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

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

CHAIRMAN _____ DATE _____

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS ____ DAY OF _____, 2013.

MAYOR _____

CITY CLERK _____

USER: jimenenz
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 C_PPLAT_02200432
 C_PBASE_02200432
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 DATE: Jul 14, 2022 2:21pm
 Grand Island

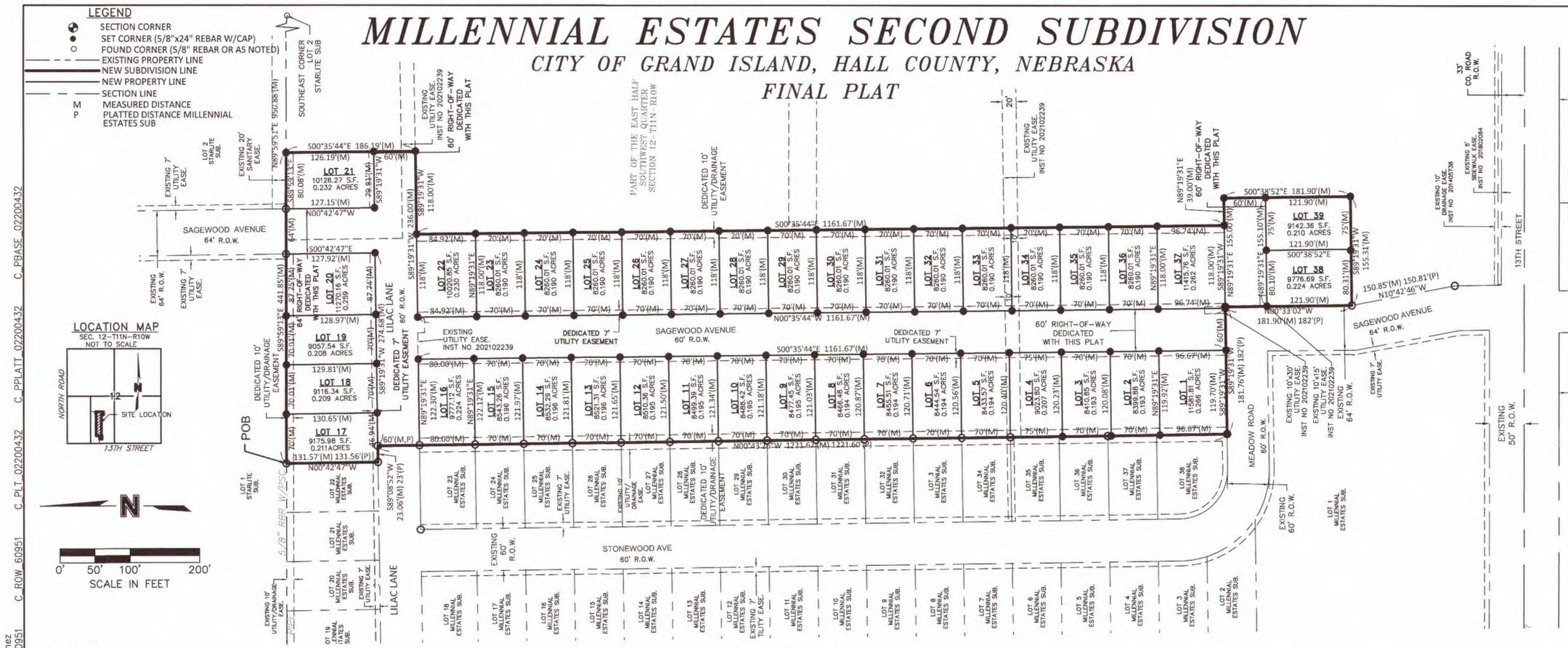
olsson

201 East 2nd Street
 Grand Island, NE 68801
 TEL 308.384.8750
 FAX 308.384.8752

2022-00432

STAROSTKA GROUP
 13TH STREET SURVEY
 FB GI 2016-2

OWNERS: STAROSTKA GROUP UNLIMITED, INC.
 SUBDIVIDER: STAROSTKA GROUP UNLIMITED, INC.
 SURVEYOR: OLSSON INC
 ENGINEER: OLSSON INC
 NUMBER OF LOTS: 39



USER: jjimenez
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 C_ROW_60951
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 C_PLATTI_02200432
 C_PBASE_02200432
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 XREFS: V_XRAY_02200432

LEGAL DESCRIPTION

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JAI JASON ANDRIST, REGISTERED LAND SURVEYOR NUMBER, LS-630

	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750 FAX 308.384.8752	2022-00432 STAROSTKA GROUP 13TH STREET SURVEY PB. 01 2019-2
	OWNERS: STAROSTKA GROUP UNLIMITED, INC. SUBDIVIDER: STAROSTKA GROUP UNLIMITED, INC. SURVEYOR: OLSSON INC ENGINEER: OLSSON INC NUMBER OF LOTS: 39	

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, STAROSTKA GROUP UNLIMITED, INC., A NEBRASKA CORPORATION, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "MILLENNIAL ESTATES SECOND SUBDIVISION" IN PART OF EAST HALF OF THE SOUTHWEST QUARTER (E1/2, SW1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE ROAD RIGHT OF WAY, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER; AND HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS 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 ADDITION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO,
 THIS ____ DAY OF _____, 2022 AT _____, NEBRASKA

DANNY STAROSTKA, PRESIDENT, STAROSTKA GROUP UNLIMITED, INC., A NEBRASKA CORPORATION

ACKNOWLEDGMENT

STATE OF NEBRASKA
 COUNTY OF HALL SS
 ON THIS ____ DAY OF _____, 2022, BEFORE ME _____, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED DANNY STAROSTKA, PRESIDENT, STAROSTKA GROUP UNLIMITED, INC., A NEBRASKA CORPORATION, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.
 MY COMMISSION EXPIRES _____

NOTARY PUBLIC

APPROVAL

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

CHAIRMAN _____ DATE _____

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS ____ DAY OF _____, 2013.

MAYOR _____

CITY CLERK _____

DWG: F:\2022\00001-00500\022-00432\40-Design\AutoCAD\Pre\liminary Plans\Sheets\GNCA\C_P\I_02200432.dwg
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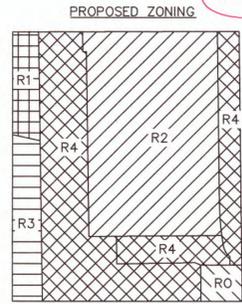
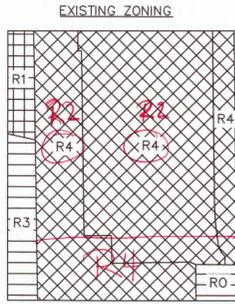
SUBDIVISION AREA = 46.7 ACRES

LOT USAGE
121 LOTS
1 OUTLOT

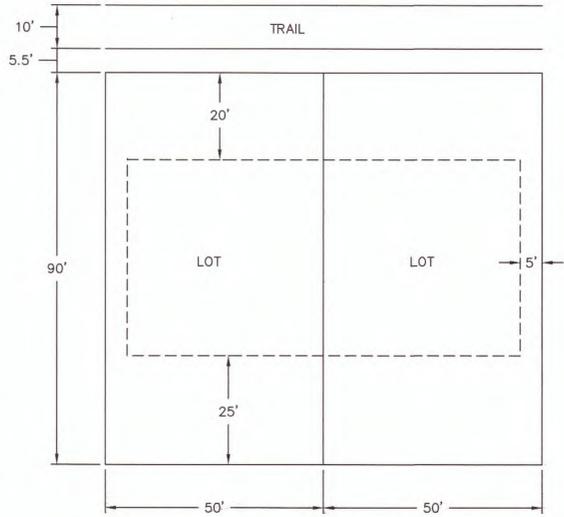
OWNER / DEVELOPER
STAROSTKA GROUP UNLIMITED, INC
429 INDUSTRIAL LANE
GRAND ISLAND, NE 68803

ENGINEER/LAND SURVEYOR
OLSSON
201 E. 2ND ST.
GRAND ISLAND, NE 68802

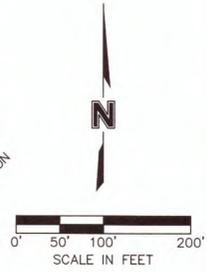
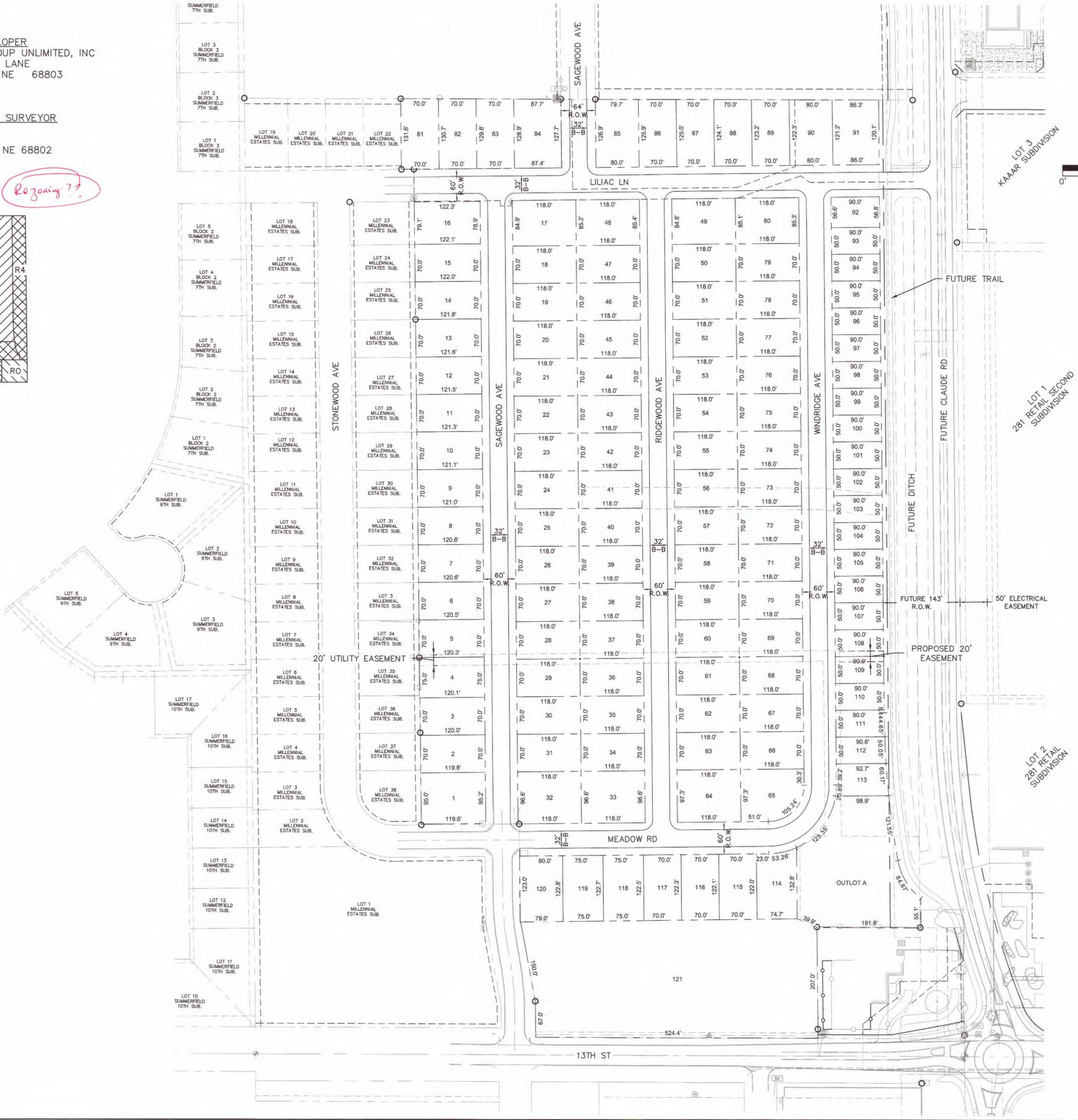
Rezoning??



- PHASING BOUNDARY
- PROPOSED PROPERTY LINE
- PROPOSED EASEMENT LINE
- FLOOD PLAIN ZONE BOUNDARY
- EXISTING PROPERTY LINE
- EXISTING EASEMENT LINE
- W WATER MAIN
- SS SANITARY SEWER
- S STORM SEWER
- (M) MEASURED DISTANCE
- (R) RECORDED DISTANCE
- o FOUND PROPERTY CORNER



PROPOSED DUPLEX LOT TYPICAL LAYOUT
(LOSTS EAST OF WINDRIDGE AVE)



olsson

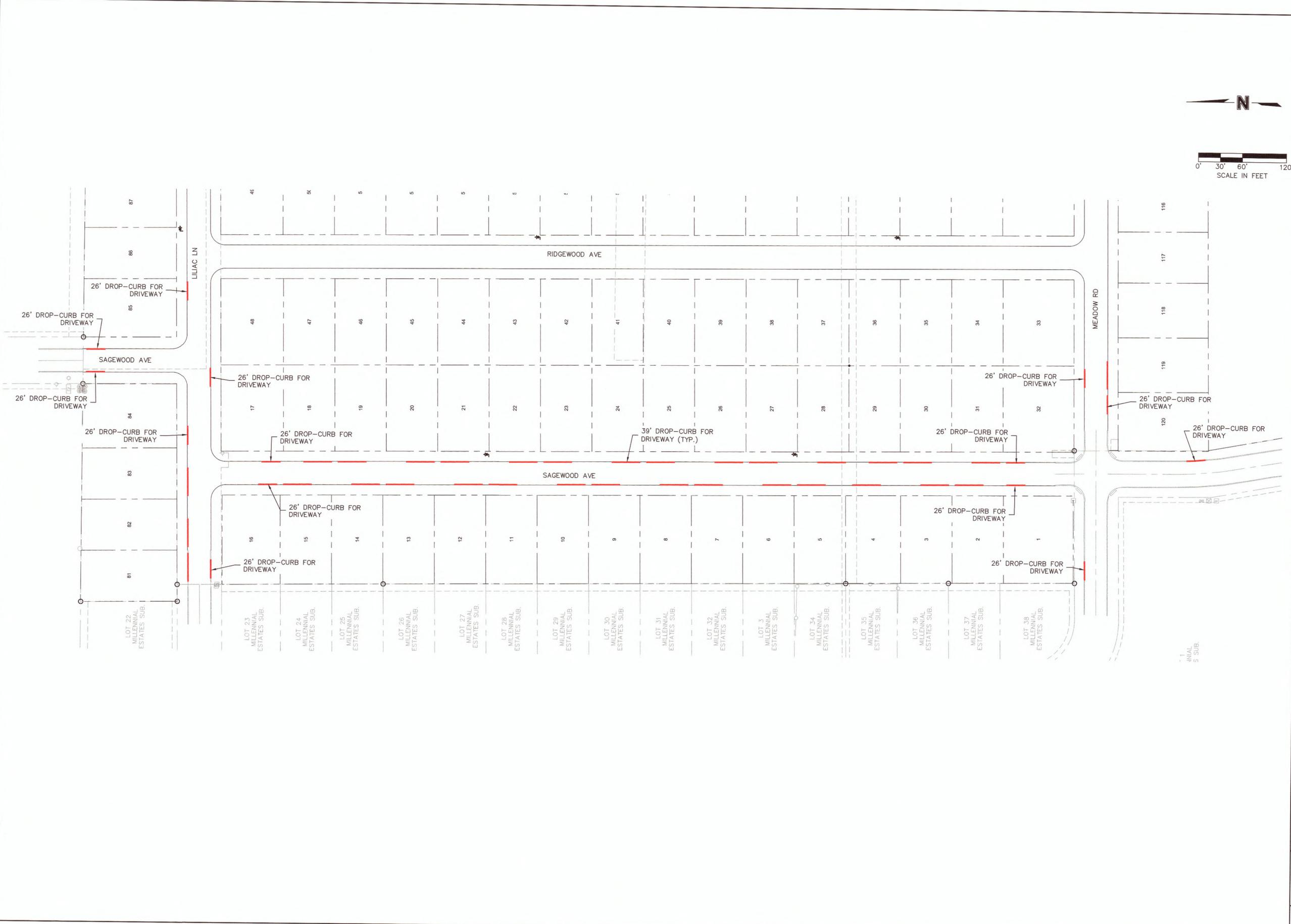
201 East 2nd Street
Grand Island, NE 68801
TEL 308.384.8750 www.olsson.com

REV. NO.	DATE	REVISIONS DESCRIPTION

LOT LAYOUT	2022
MILLENNIAL ESTATES SUBDIVISION PRELIMINARY PLAT	
GRAND ISLAND, NEBRASKA	

drawn by: SMG
checked by: BJD
approved by: BJD
QA/QC by: BJD
project no.: 022-00432
drawing no.:
date: 7.14.2022

SHEET
1 of 3



DRIVEWAY EXHIBIT		REV. NO.	DATE	REVISIONS DESCRIPTION
MILLENNIAL ESTATES 2ND SUBDIVISION				
GRAND ISLAND, NEBRASKA				
2022				
SHEET 1 of 1		drawn by: _____ checked by: _____ approved by: _____ QA/QC by: _____ project no.: _____ drawing no.: _____ date: 7.14.2022		



201 East 2nd Street
 Grand Island, NE 68801 TEL. 308.384.8750 www.olsson.com

RESOLUTION 2022-219

WHEREAS know all men by these presents, Starostka Group Unlimited, INC., A Nebraska Corporation, being the owner of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "MILLENNIAL ESTATES SECOND SUBDIVISION", in part of East Half Quarter of the Southwest Quarter (E ½ , SW ¼) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., 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 MILLENNIAL ESTATES SECOND SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
August 19, 2022	☒ City Attorney



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item G-6

#2022-220 - Approving Final Plat and Subdivision Agreement for Grand Island Plaza Third Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: August 23, 2022
Subject: Grand Island Plaza Third Subdivision- Final Plat
Presenter(s): Chad Nabity, AICP, Regional Planning Director

Background

This property is located south of Capital Avenue east of U.S Highway 281. (3 Lots, 11.32 Acres) This adds a previously unplatted piece of property at the corner of Capital and U.S. 281 to the plat and reconfigures the lot lines. This property is zoned B2 and all lots have access to sewer and water.

Discussion

The final plat for Grand Island Plaza Third Subdivision was considered at the Regional Planning Commission at the August 3, 2022 meeting on the consent agenda.

A motion was made by Rainforth and second by Hendricksen to approve all items the consent agenda.

The motion was carried with eleven members voting in favor (Nelson, Allan, O'Neill, Ruge, Olson, Robb, Monter, Rainforth, Hendricksen, Doane and Randone) and no members voting no or abstaining.

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

Gordman Grand Island, LLC
444 Regency Parkway STE 202
Omaha, NE 68114

To create 3 lots from four tracts of property at 281 and Capital

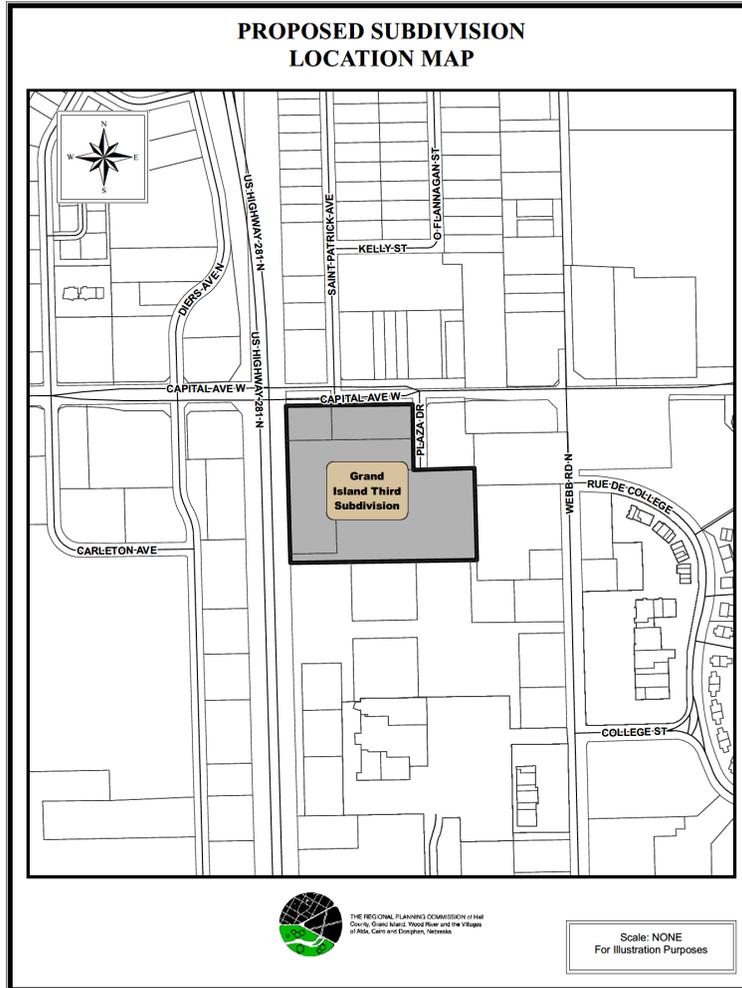
Size: Final Plat 3 lots, 11.32 Acres

Zoning: B2

Road Access: Capital Avenue and Plaza Drive are paved city streets. No additional access to be allowed from Capital.

Water: City water is available to the subdivision.

Sewer: City sewer is available to the subdivision.



* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

GRAND ISLAND PLAZA THIRD SUBDIVISION

Lots 1, 2 and 3 Inclusive

In the City of Grand Island, Hall County Nebraska

The undersigned, GORDMAN GRAND ISLAND 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:

Lots 2 and 3 of Grand Island Plaza Subdivision, Except that parcel in Lot 3 conveyed to the City of Grand Island in Warranty Deed recorded as Instrument No. 200610513 and Except that parcel in that certain Report of Appraisers recorded as Instrument No. 201501848.

Tract 2:

A tract of land comprising a part of the East Half of the Northeast Quarter (E1/2NE1/4) of Section Twelve (12), Township Eleven

(11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, more particularly described as follows: Commencing at a point Seventy Five (75) feet east of the Northwest corner of said E1/2NE1/4 on the North line of said E1/2NE1/4; thence continuing easterly along the north line of said E1/2NE1/4 a distance of Two Hundred (200) feet; thence southerly and parallel to the Westerly line of said E1/2NE1/4 a distance of Two Hundred Seventeen and Eight Tenths (218.8) feet; thence Westerly and parallel to the North line of said E1/2NE1/4 a distance of Two Hundred (200) feet to a point on the Easterly right of way of U.S. Highway No. 281; thence Northerly along and upon the East right of way line of U.S. Highway No. 281 a distance of Two Hundred Seventeen and Eight Tenths (217.8) feet to the point of beginning. Except that parcel conveyed to the City of Grand Island in Warranty Deed recorded as Instrument No. 200610513 and Except that parcel in that certain Report of Appraisers recorded as Instrument No. 201501848.

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 GRAND ISLAND PLAZA THIRD 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 GRAND ISLAND PLAZA THIRD SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to waive the right to object to the creation of any paving or repaving district for Capital Avenue or Plaza Drive where they abut the subdivision.

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

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

4. **Storm Drainage.** The Subdivider agrees to 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 shall install and maintain all public sidewalks required by the City of Grand Island when the lots are built upon, and such sidewalk shall be regulated

and required with the building permit for each such lot.

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

Street Name	Curb sidewalk	Conventional Sidewalk	Sidewalk Requirement Waived by Council
Plaza Drive		X	NO

The Subdivider shall maintain all public sidewalks required by the City of Grand Island.

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.

7. **Access.** Access from Capital Avenue shall be limited to the existing access across from St. Patrick Avenue. No additional drive access shall be permitted onto Capital Avenue.

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 GRAND ISLAND PLAZA THIRD 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.

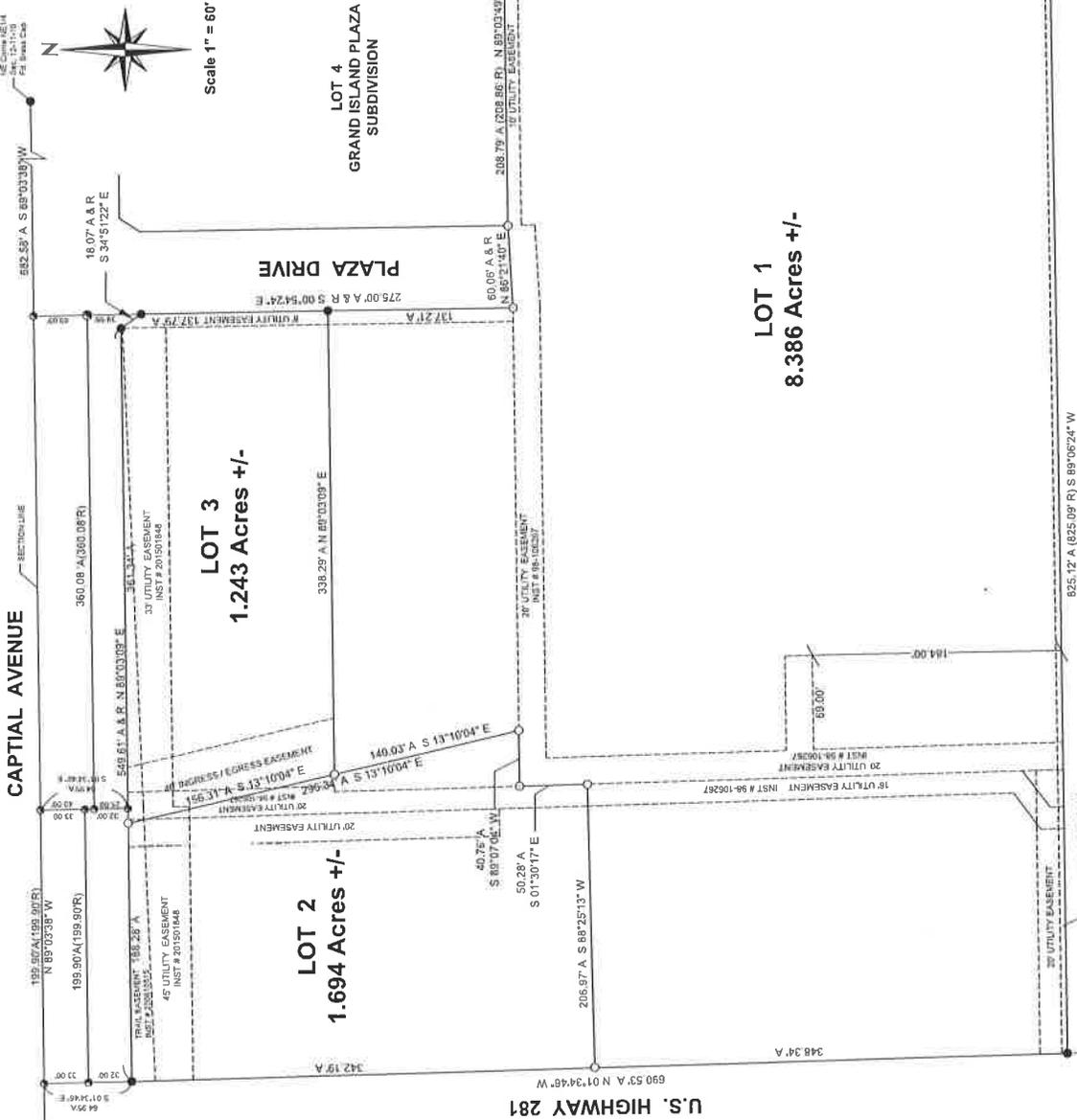
GORDMAN GRAND ISLAND, L.L.C.,
Subdivider

By: _____
Jerry Gordman

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 Jerry Gordman, Member of Gordman Grand Island, L.L.C., known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and

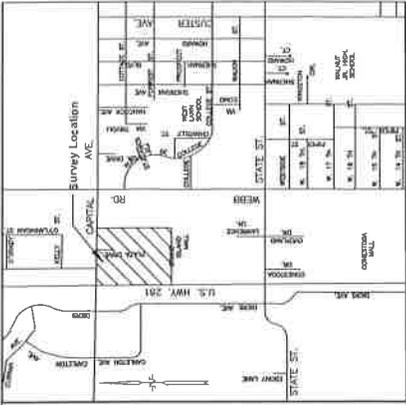
GRAND ISLAND PLAZA THIRD SUBDIVISION CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA FINAL PLAT



Scale 1" = 60'



Vicinity Map



- Legend**
- - Corner Found 1/2" Pipe Unless Otherwise Noted
 - - 1/2" Rebar Placed W/Survey Cap Unless Otherwise Noted
 - - Proposed Survey Points
 - - All Distances on Curves are Chord Distances
 - R - Recorded Distance
 - A - Actual Distance
 - P - Proposed Distance

UNPLATTED

V & S SUBDIVISION

INTL. SURV. SERVING LLC 1811 S. 10th St., Suite 104 Grand Island, NE 68802 402-333-1100 2025-2026-2027	
GRAND ISLAND PLAZA THIRD SUBDIVISION/FINAL PLAT	1/1/2025
1/1/2025	1/1/2025

GRAND ISLAND PLAZA THIRD SUBDIVISION

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

FINAL PLAT

Legal Description

Tract 1:

Replat of Lots 1, 2 and 3 of Grand Island Plaza Second Subdivision, Except that parcel in Lot 3 conveyed to the City of Grand Island in Warranty Deed recorded as Instrument No. 200610513 and Except that parcel in that certain Report of Appraisers recorded as Instrument No. 201501848.

Tract 2:

A tract of land comprising a part of the East Half of the Northeast Quarter (E1/2NE1/4) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, more particularly described as follows: Commencing at a point Seventy Five (75) feet east of the Northwest corner of said E1/2NE1/4 on the North line of said E1/2NE1/4; thence continuing easterly along the north line of said E1/2NE1/4 a distance of Two Hundred (200) feet; thence southerly and parallel to the Westerly line of said E1/2NE1/4 a distance of Two Hundred Seventeen and Eight Tenths (218.8) feet; thence Westerly and parallel to the North line of said E1/2NE1/4 a distance of Two Hundred (200) feet to a point on the Easterly right of way of U.S. Highway No. 281; thence Northerly along and upon the East right of way line of U.S. Highway No. 281 a distance of Two Hundred Seventeen and Eight Tenths (217.8) feet to the point of beginning. Except that parcel conveyed to the City of Grand Island in Warranty Deed recorded as Instrument No. 200610513 and Except that parcel in that certain Report of Appraisers recorded as Instrument No. 201501848. Containing 0.701 Acres more or less.

SURVEYORS CERTIFICATE

I hereby certify that on July 13, 2022, I completed an accurate survey of 'GRAND ISLAND PLAZA THIRD SUBDIVISION', in the city of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof are well and accurately staked off and marked; that iron markers were placed at all lot corners; that the dimensions of each lot are as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

 Brent D Cyboron
 Nebraska Professional Registered Land Surveyor No. 727

APPROVALS

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

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

 Mayor

 City Clerk

DEDICATION

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

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

 GORDMAN GRAND ISLAND L.L.C. TITLE

Date _____

ACKNOWLEDGEMENT

State of Nebraska
 County of Hall

On the _____ day of _____, 2022, before me _____ a Notary Public within and for said County, personally appeared _____ (Title) and to me personally known to be the identical person whose signature is affixed hereto, and that he did acknowledge the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Company, and that he was empowered to make the above dedication for and in behalf of said Company.

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

My commission expires _____, 20____.

 Notary Public

INITIAL POINT SURVEYING LLC 1015 S. W. 10th Street, Suite 109 Grand Island, NE 68803 308-384-7572 Cell 308-384-7572 Office	
GRAND ISLAND PLAZA THIRD SUBDIVISION	GRAND ISLAND PLAZA THIRD SUBDIVISION
PLAT NO. _____ FILED _____	FILED _____ _____

RESOLUTION 2022-220

WHEREAS know all men by these presents, Gordman Grand Island, LLC., A Nebraska Limited Liability Company, being the owner of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "GRAND ISLAND PLAZA THIRD SUBDIVISION", Lots 1, 2 and 3 of Grand Island Plaza Subdivision, Except that parcel in Lot 3 conveyed to the City of Grand Island in Warranty Deed recorded as Instrument No. 200610513 along with a part of the East Half of the Northeast Quarter (E ½ of the NE ¼) of Section Twelve (12), Township Eleven (11) north, Range Ten (10) west of the 6th. P.M. 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 GRAND ISLAND PLAZA THIRD SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
August 19, 2022	☒ City Attorney



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item G-7

**#2022-221 - Approving Final Plat and Subdivision Agreement for
Shafer Acres Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: August 23, 2022
Subject: Shafer Acres Subdivision- Final Plat
Presenter(s): Chad Nabity, AICP, Regional Planning Director

Background

This property is generally located north of One-R Road and east of St. Paul Road in the jurisdiction of the city of Grand Island, Nebraska. (1 lot, 3.202 acres). This property is zoned AG-2 Secondary Agriculture.

Discussion

The final plat for Shafer Acres Subdivision was considered at the Regional Planning Commission at the August 3, 2022 meeting on the consent agenda.

A motion was made by Rainforth and second by Hendricksen to approve all items the consent agenda.

The motion was carried with eleven members voting in favor (Nelson, Allan, O'Neill, Ruge, Olson, Robb, Monter, Rainforth, Hendricksen, Doane and Randone) and no members voting no or abstaining.

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

Wieck Realty & Auction
5901 Airport Road
Grand Island, NE 68803

To create

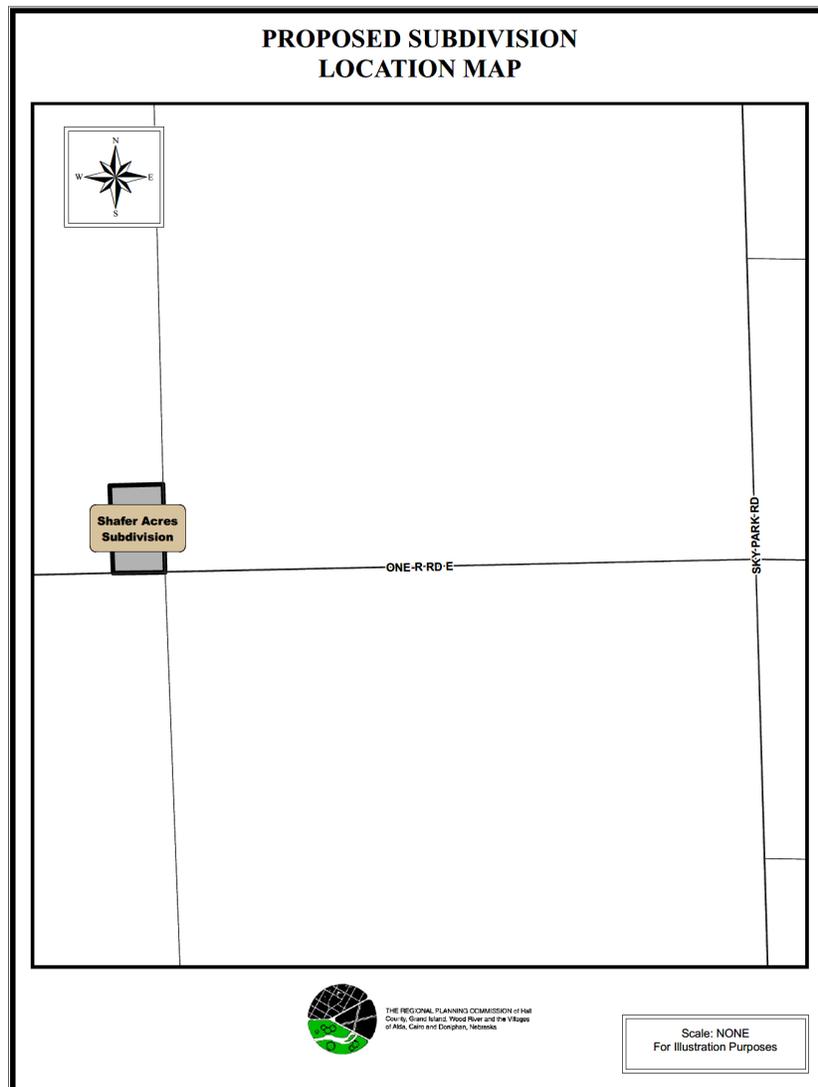
Size: Final Plat 1 lots, 3.302 Acres

Zoning: AG-2 Secondary Agriculture

Road Access: Existing County Road

Water: City water is not available to the subdivision.

Sewer: City sewer is not available to the subdivision.



* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

SHAFER ACRES SUBDIVISION

Lot 1 Inclusive

In the City of Grand Island, Hall County Nebraska

The undersigned, Michael A. Shafer and Debra J. Shafer, 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 CONSISTING OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE1/4, SW1/4) OF SECTION FIFTEEN (15), TOWNSHIP TWELVE (12) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH QUARTER (S1/4) CORNER OF SECTION 15-T12N-R9W, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S89°46'31"W, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 15, T12N, R9W, A DISTANCE OF 220.00 FEET; THENCE N00°17'30"W A DISTANCE OF 634.00 FEET; THENCE N89°46'31"E A DISTANCE OF 220.00 FEET TO A POINT ON THE EAST LINE OF THE SE1/4, SW1/4; THENCE

S00°17'30"E, ON SAID EAST LINE, A DISTANCE OF 634.00 TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 139480.77 SQUARE FEET OR 3.202 ACRES MORE OR LESS OF WHICH 0.202 ACRES ARE DEDICATED ROAD RIGHT-OF-WAY.;

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 SHAFER ACRES 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 SHAFER ACRES 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 One R Road where it abuts the subdivision.
2. **Water.** Public water supply is not available to the subdivision. Therefore, individual water well systems shall be permissible on an initial basis. The Subdivider waives the right to protest the creation of any future water district within or abutting the subdivision.
3. **Sanitary Sewer.** Public sanitary sewer main is not available to the

subdivision; therefore individual systems shall be permissible on an initial basis. However, the Subdivider waives the right to protest the creation of a sanitary sewer district within or abutting the subdivision.

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

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

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

7. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional

Notary Public

My commission expires: _____

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 Debra J. Shafer, 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.

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: _____

SHAFER ACRES SUBDIVISION

HALL COUNTY, NEBRASKA

FINAL PLAT

LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE1/4, SW1/4) OF SECTION FIFTEEN (15), TOWNSHIP TWELVE (12) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTH QUARTER (S1/4) CORNER OF SECTION 15-T12N-R9W, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S89°46'31"W, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 15, T12N, R9W, A DISTANCE OF 220.00 FEET; THENCE N00°17'30"W A DISTANCE OF 634.00 FEET; THENCE N89°46'31"E A DISTANCE OF 220.00 FEET TO A POINT ON THE EAST LINE OF THE SE1/4, SW1/4; THENCE S00°17'30"E, ON SAID EAST LINE, A DISTANCE OF 634.00 TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 139480.77 SQUARE FEET OR 3.202 ACRES MORE OR LESS OF WHICH 0.202 ACRES ARE DEDICATED ROAD RIGHT-OF-WAY.

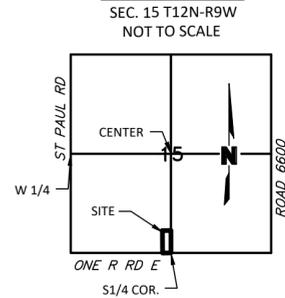
SECTION CORNER TIES

SOUTHWEST CORNER, SECTION 15 T12N R9W
 FOUND SQUARE BOLT IN 1/2" PIPE 1.5' BELOW GRAVEL SURFACE ON CENTERLINE N-S AND E-W COUNTY ROADS
 SE 53.58' TO DUPLEX NAIL AND WASHER IN BRACE POST
 SW 44.22' TO NAIL IN POWER POLE
 NW 52.79' TO RED HEAD NAIL IN CUT OFF POWER POLE
 WNW 68.81' TO DUPLEX NAIL AND WASHER IN POWER POLE

SOUTH 1/4 CORNER SECTION 15 T12 R9W
 FOUND SQUARE BOLT IN 1/2" PIPE 0.5' BELOW GRADE SURFACE ON CENTERLINE OF E-W COUNTY ROAD
 W 1.00' TO CENTERLINE OF OVERHEAD POWER
 S 31.61' TO REDHEAD IN POWER POLE
 SW 38.72' TO REDHEAD IN BRACE POLE
 N 33.96' TO DUPLEX NAIL IN POWER POLE
 NW 42.22' TO NEAR CORNER OF BRICK PILLAR

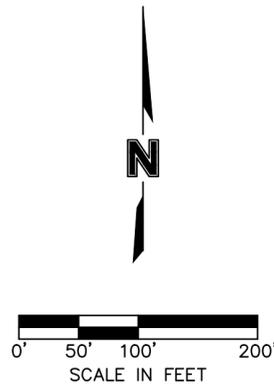
CENTER 1/4 CORNER SECTION 15 T12N R9W
 FOUND 1/2" PIPE 0.5' BELOW GRADE
 N 4.07' TO DUPLEX NAIL IN WOOD POST
 S 14.14' TO MAG NAIL AND WASHER ON TOP OF 8" CMP
 SW 19.32' TO 5/8" REBAR

LOCATION MAP

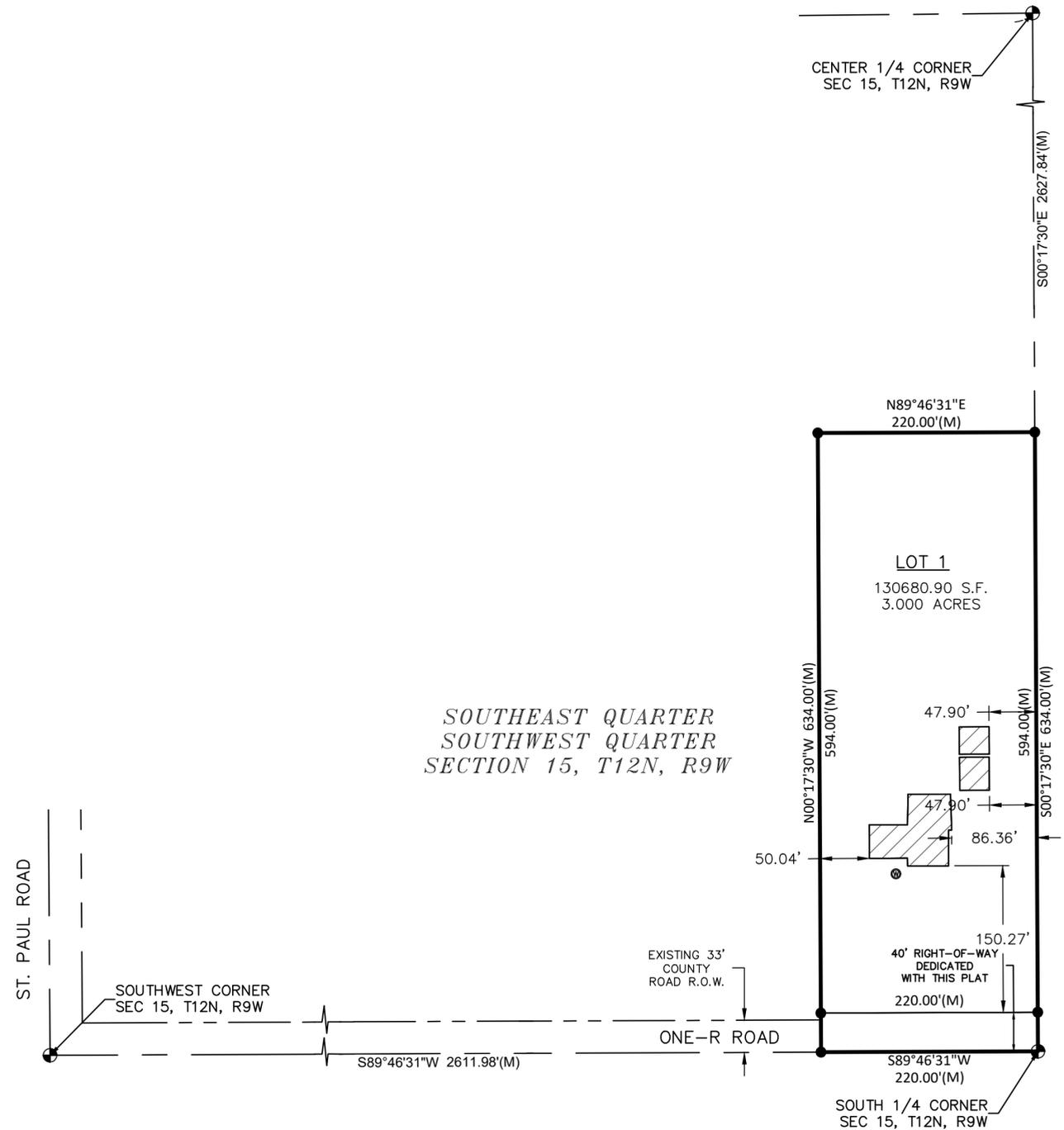


LEGEND

- SECTION CORNER
- SET CORNER (5/8"x24" REBAR W/CAP)
- FOUND CORNER (1/2" IRON PIPE OR AS NOTED)
- EXISTING PROPERTY LINE
- NEW SUBDIVISION LINE
- NEW PROPERTY LINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- M MEASURED DISTANCE
- ⊙ WATER WELL
- ▨ BUILDING LINE



*SOUTHEAST QUARTER
 SOUTHWEST QUARTER
 SECTION 15, T12N, R9W*



NOTE:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

USLR: jjimenez

DWG: F:\2022\03001-03500\022-0322\40-Design\Survey\SRVY\Sheets\V_FPL1 SHAHER_0220322.dwg
 DATE: Jul 18, 2022 8:33am XREFS: V_XTOPO_LDP_0220322

olsson

201 East 2nd Street
 Grand Island, NE 68801
 TEL 308.384.8750
 FAX 308.384.8752

PROJECT NO. 022-03227
 Wieck Auction
 Shafer Survey
 FB GI 2022 2

SHAFER ACRES SUBDIVISION

HALL COUNTY, NEBRASKA

FINAL PLAT

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT MICHAEL A. SHAFER AND DEBRA J. SHAFER, HUSBAND AND WIFE, BEING THE OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "**SHAFER ACRES SUBDIVISION**" IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE1/4, SW1/4) OF SECTION FIFTEEN (15), TOWNSHIP TWELVE (12) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE ROAD RIGHT OF WAY, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER; AND THAT THE FOREGOING ADDITION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO,
 AT _____, NEBRASKA, AT _____, NEBRASKA,
 THIS ____ DAY OF _____, 2022 THIS ____ DAY OF _____, 2022

 MICHAEL A. SHAFER

 DEBRA J. SHAFER

ACKNOWLEDGMENT

STATE OF NEBRASKA SS
 COUNTY OF HALL

ON THIS ____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED MICHAEL A. SHAFER, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

 NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF NEBRASKA SS
 COUNTY OF HALL

ON THIS ____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED DEBRA J. SHAFER, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

 NOTARY PUBLIC

APPROVALS

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

CHAIRPERSON _____ DATE _____

APPROVED AND ACCEPTED BY THE HALL COUNTY BOARD OF COMMISSIONERS
 THIS ____ DAY OF _____, 2022.

CHAIRPERSON _____ COUNTY CLERK _____

LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE1/4, SW1/4) OF SECTION FIFTEEN (15), TOWNSHIP TWELVE (12) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTH QUARTER (S1/4) CORNER OF SECTION 15-T12N-R9W, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S89°46'31"W, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 15, T12N, R9W, A DISTANCE OF 220.00 FEET; THENCE N00°17'30"W A DISTANCE OF 634.00 FEET; THENCE N89°46'31"E A DISTANCE OF 220.00 FEET TO A POINT ON THE EAST LINE OF THE SE1/4, SW1/4; THENCE S00°17'30"E, ON SAID EAST LINE, A DISTANCE OF 634.00 TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 139480.77 SQUARE FEET OR 3.202 ACRES MORE OR LESS OF WHICH 0.202 ACRES ARE DEDICATED ROAD RIGHT-OF-WAY.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 2022, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND CONSISTING OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE1/4, SW1/4) OF SECTION FIFTEEN (15), TOWNSHIP TWELVE (12) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

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

SECTION CORNER TIES

SOUTHWEST CORNER, SECTION 15 T12N R9W
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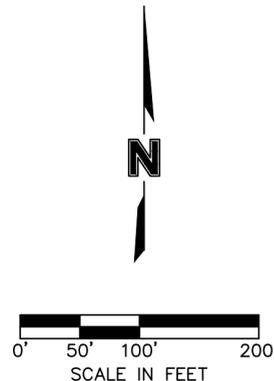
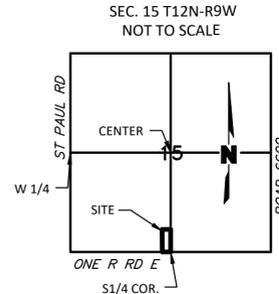
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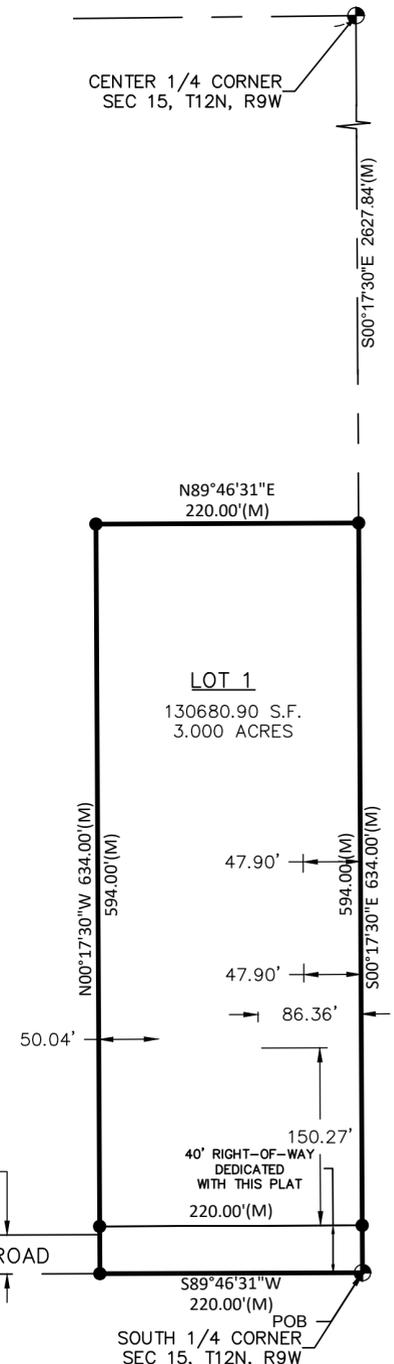
LEGEND

- SECTION CORNER
- SET CORNER (5/8"x24" REBAR W/CAP)
- FOUND CORNER (1/2" IRON PIPE OR AS NOTED)
- EXISTING PROPERTY LINE
- NEW SUBDIVISION LINE
- NEW PROPERTY LINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- M MEASURED DISTANCE

LOCATION MAP



*SOUTHEAST QUARTER
 SOUTHWEST QUARTER
 SECTION 15, T12N, R9W*



DWG: F:\2022\03001-03500\022-03227\40-Design\Survey\SRVY\Sheets\FLAT_SHAFER_02203227.dwg
 USER: jjimenez
 DATE: Jul 18, 2022 8:35am
 XREFS: V_XTOPO_LDP_02203227



201 East 2nd Street
 Grand Island, NE 68801
 TEL 308.384.8750
 FAX 308.384.8752

PROJECT NO. 022-03227
 Wieck Auction
 Shafer Survey
 FB GI 2022 2

RESOLUTION 2022-221

WHEREAS know all men by these presents, Michael A. Shafer and Debra J. Shafer, Husband and Wife, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "SHAFER ACRES SUBDIVISION", part of the Southeast Quarter of the Southwest Quarter (SE ¼ of the SW ¼) of Section Fifteen (15), Township Twelve (12) north, Range Nine (9) west of the 6th PM in the zoning jurisdiction of 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 SHAFER ACRES SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item G-8

#2022-222 - Approving Final Plat and Subdivision Agreement for Mettinbrink Acres Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: August 23, 2022
Subject: Mettinbrink Acres Subdivision- Final Plat
Presenter(s): Chad Nabity, AICP, Regional Planning Director

Background

This property is generally located north of One-R Road and east of St. Paul Road in the jurisdiction of the city of Grand Island, Nebraska. (1 lot, 4.018 acres). This property is zoned AG-2 Secondary Agriculture.

Discussion

The final plat for Shafer Acres Subdivision was considered at the Regional Planning Commission at the August 3, 2022 meeting on the consent agenda.

A motion was made by Rainforth and second by Hendricksen to approve all items the consent agenda.

The motion was carried with eleven members voting in favor (Nelson, Allan, O'Neill, Ruge, Olson, Robb, Monter, Rainforth, Hendricksen, Doane and Randone) and no members voting no or abstaining.

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

Wieck Realty & Auction
5901 Airport Road
Grand Island, NE 68803

To create

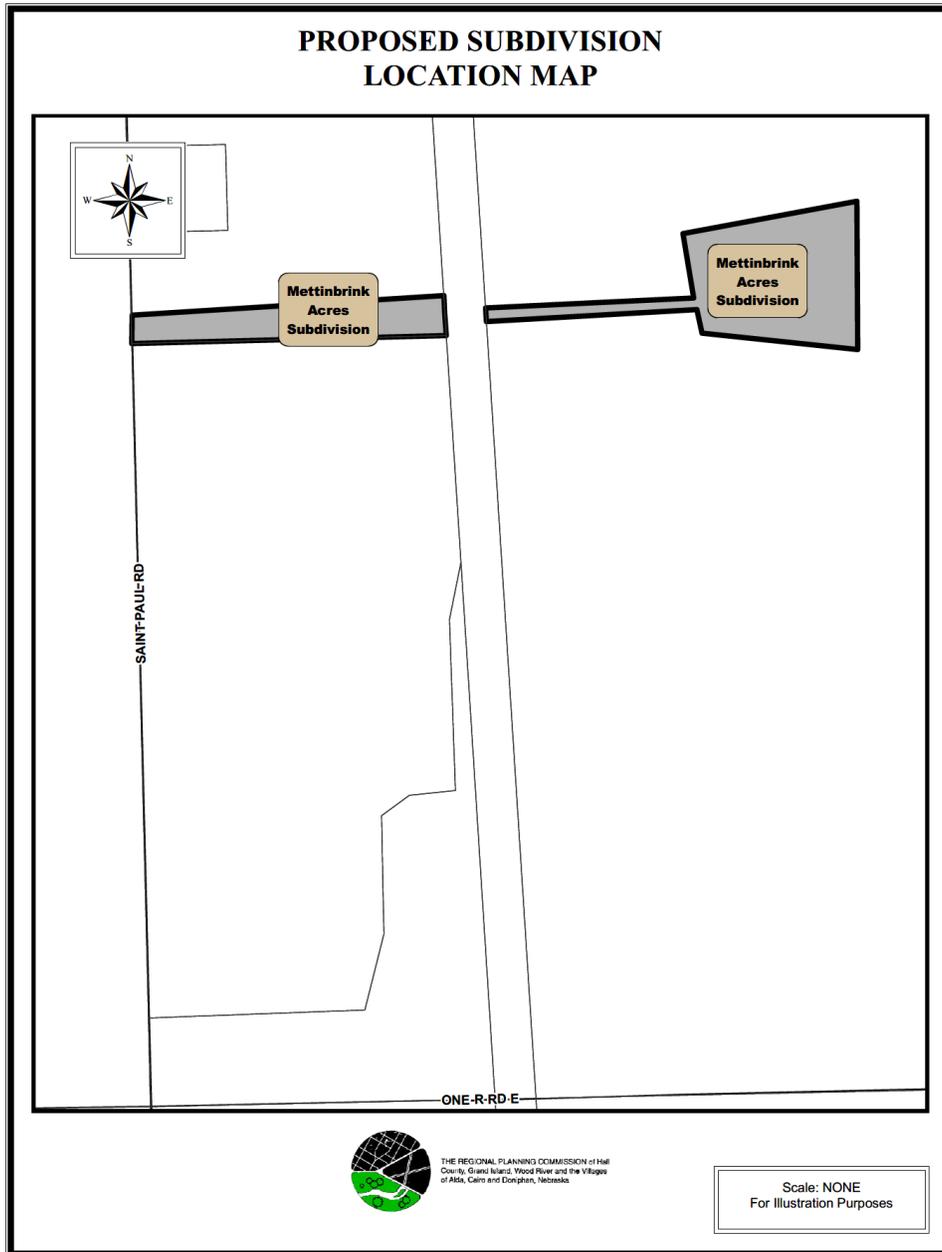
Size: Final Plat 1 lots, 4.018 Acres

Zoning: AG-2 Secondary Agriculture

Road Access: Existing County Road

Water: City water is not available to the subdivision.

Sewer: City sewer is not available to the subdivision.



* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

METTINBRINK ACRES SUBDIVISION

LOT 1 and Outlot A Inclusive

In the City of Grand Island, Hall County Nebraska

The undersigned, Michael A. Shafer and Debra J. Shafer, 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:

LOT 1 A TRACT OF LAND CONSISTING OF PART OF THE PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER (N1/2, SW1/4) OF SECTION FIFTEEN (15), TOWNSHIP TWELVE (12) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 15-T12N-R9W; THENCE ON AN ASSUMED BEARING OF N89°24'45"E, ON THE NORTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 15-T12N-R9W, A DISTANCE OF 839.47 FEET TO THE EAST RIGHT-OF-WAY LINE OF OMAHA AND REPUBLICAN VALLEY RAILROAD COMPANY; THENCE S02°37'59"E, ON SAID EAST RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 698.76 FEET TO POINT OF BEGINNING; THENCE N88°37'03"E A

DISTANCE OF 516.29 FEET; THENCE N01°09'52"W A
DISTANCE OF 172.43 FEET; THENCE N80°31'57"E A
DISTANCE OF 391.20 FEET; THENCE S01°15'55"E A
DISTANCE OF 359.93 FEET; THENCE N90°00'00"S A
DISTANCE OF 351.70 FEET; THENCE N10°07'06"E A
DISTANCE OF 92.90 FEET; THENCE S81°14'56"W A
DISTANCE OF 45.01 FEET; THENCE N12°02'45"W A
DISTANCE OF 23.13 FEET; THENCE S88°37'03"W A
DISTANCE OF 521.17 FEET TO THE EAST RIGHT-OF-WAY
LINE OF OMAHA AND REPUBLICAN VALLEY RAILROAD
COMPANY; THENCE N02°37'59"W, ON SAID EAST RIGHT-
OF-WAY LINE, A DISTANCE OF 16.00 FEET TO A POINT OF
BEGINNING. SAID TRACT CONTAINS A CALCULATED
AREA OF 131153.67 SQUARE FEET OR 3.011 ACRES MORE
OR LESS.

OUTLOT A A TRACT OF LAND AS DESCRIBED IN
INSTRUMENT NUMBER 201303827, DATED MAY 14, 2013,
HALL COUNTY REGISTER OF DEEDS, CONSISTING OF
PART OF THE PART OF THE NORTH HALF OF THE
SOUTHWEST QUARTER (N1/2, SW1/4) OF SECTION
FIFTEEN (15), TOWNSHIP TWELVE (12) NORTH, RANGE
NINE (9) WEST OF THE 6TH P.M., HALL COUNTY,
NEBRASKA AND MORE PARTICULARLY DESCRIBED AS
FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF
SECTION 15-T12N-R9W; THENCE ON AN ASSUMED
BEARING OF S00°23'23"E, ON THE WEST LINE OF THE
SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 15-
T12N-R9W, A DISTANCE OF 690.71 FEET TO THE
NORTHWEST CORNER OF A TRACT OF LAND AS
DESCRIBED IN INSTRUMENT NUMBER 201303827, DATED
MAY 14, 2013 AND ALSO BEING THE POINT OF
BEGINNING; THENCE N89°37'19"E, ON THE NORTH LINE
OF A TRACT, A DISTANCE OF 766.37 FEET TO THE WEST
RIGHT-OF-WAY LINE OF OMAHA AND REPUBLICAN
VALLEY RAILROAD COMPANY; THENCE S02°37'52"E, ON
SAID WEST RAILROAD RIGHT-OF-WAY LINE, A
DISTANCE OF 66.05 FEET TO THE SOUTHEAST CORNER
OF SAID TRACT; THENCE S89°37'19"W, ON THE SOUTH
LINE OF SAID TRACT, A DISTANCE OF 768.96 FEET TO A
POINT OF SAID WEST LINE OF THE SW1/4; THENCE
N00°23'06"W, ON SAID WEST LINE, A DISTANCE OF 66.00
FEET TO A POINT OF BEGINNING. SAID TRACT
CONTAINS A CALCULATED AREA OF 50663.81 SQUARE
FEET OR 1.163 ACRES MORE OR LESS OF WHICH 0.061
ACRES ARE NEW DEDICATED ROAD RIGHT-OF-WAY.

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 METTINBRINK ACRES 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 METTINBRINK ACRES 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 St. Paul Road where it abuts the subdivision.

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

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

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

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

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

7. **Flood Plain.** Since all of the subdivision is within a delineated flood plain, all structures within areas identified as a special flood hazard area constructed shall have the lowest floor elevation to a minimum of one foot above the elevation of the 100-year flood as determined by the building permit received by the Subdivider or successors from the Building Department under the provisions of applicable Federal, State, or local laws and regulations. No basement shall be constructed in connection with any structure in the flood plain unless such basement is floodproofed and certified as such by a qualified engineer or architect.

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

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

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

Dated _____, 2022.

MICHAEL A. SHAFER, Subdivider

DEBRA J. SHAFER, Subdivider

By: _____

By: _____

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 Michael A. Shafer, 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.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

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 Debra J. Shafer , 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.

WITNESS my hand and notarial seal the date above written.

Notary Public

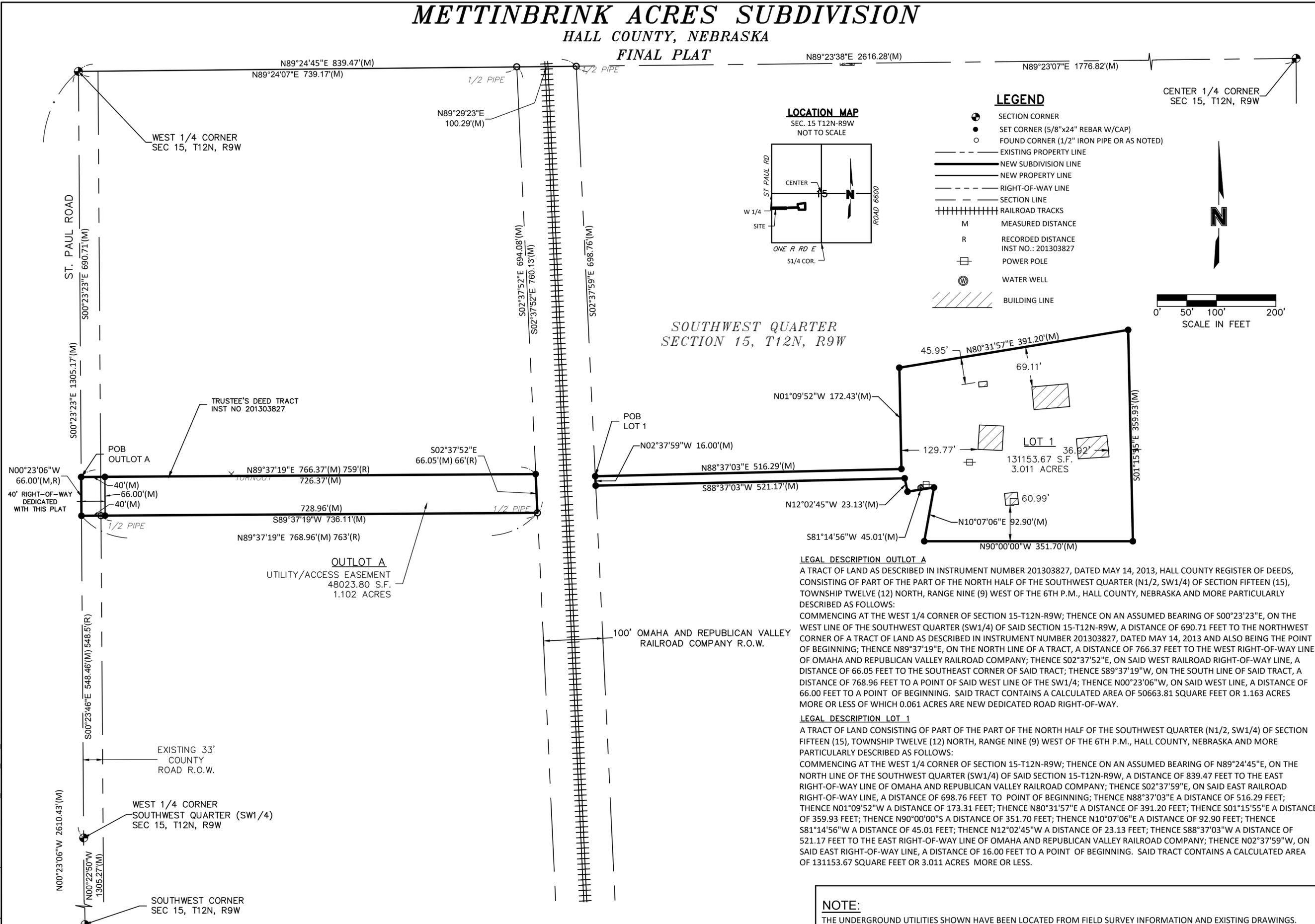
My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

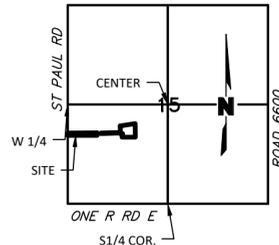
METTINBRINK ACRES SUBDIVISION

HALL COUNTY, NEBRASKA

FINAL PLAT



LOCATION MAP
SEC. 15 T12N-R9W
NOT TO SCALE



LEGEND

- SECTION CORNER
- SET CORNER (5/8" x 24" REBAR W/CAP)
- FOUND CORNER (1/2" IRON PIPE OR AS NOTED)
- - - EXISTING PROPERTY LINE
- NEW SUBDIVISION LINE
- NEW PROPERTY LINE
- - - RIGHT-OF-WAY LINE
- - - SECTION LINE
- ++++ RAILROAD TRACKS
- M MEASURED DISTANCE
- R RECORDED DISTANCE
INST NO.: 201303827
- ⊞ POWER POLE
- ⊙ WATER WELL
- /// BUILDING LINE

CENTER 1/4 CORNER
SEC 15, T12N, R9W



0' 50' 100' 200'
SCALE IN FEET

**SOUTHWEST QUARTER
SECTION 15, T12N, R9W**

LEGAL DESCRIPTION OUTLOT A

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LEGAL DESCRIPTION LOT 1

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NOTE:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

USER: jjimenez
 DWG: F:\2022\03001-03500\022-03227\40-Design\Survey\SRVY\Sheets\V_FPLAT_METTINBRINK_02203227.dwg
 DATE: Jul 18, 2022 1:02pm
 XREFS: V_XTOPO_LDP_02203227



201 East 2nd Street
Grand Island, NE 68801
TEL 308.384.8750
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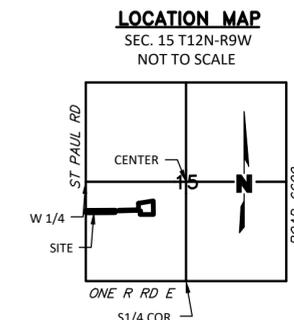
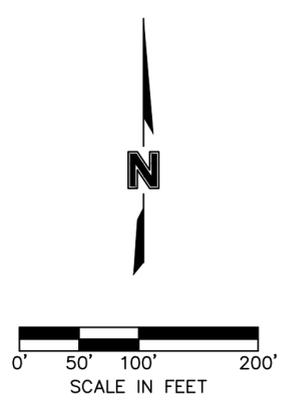
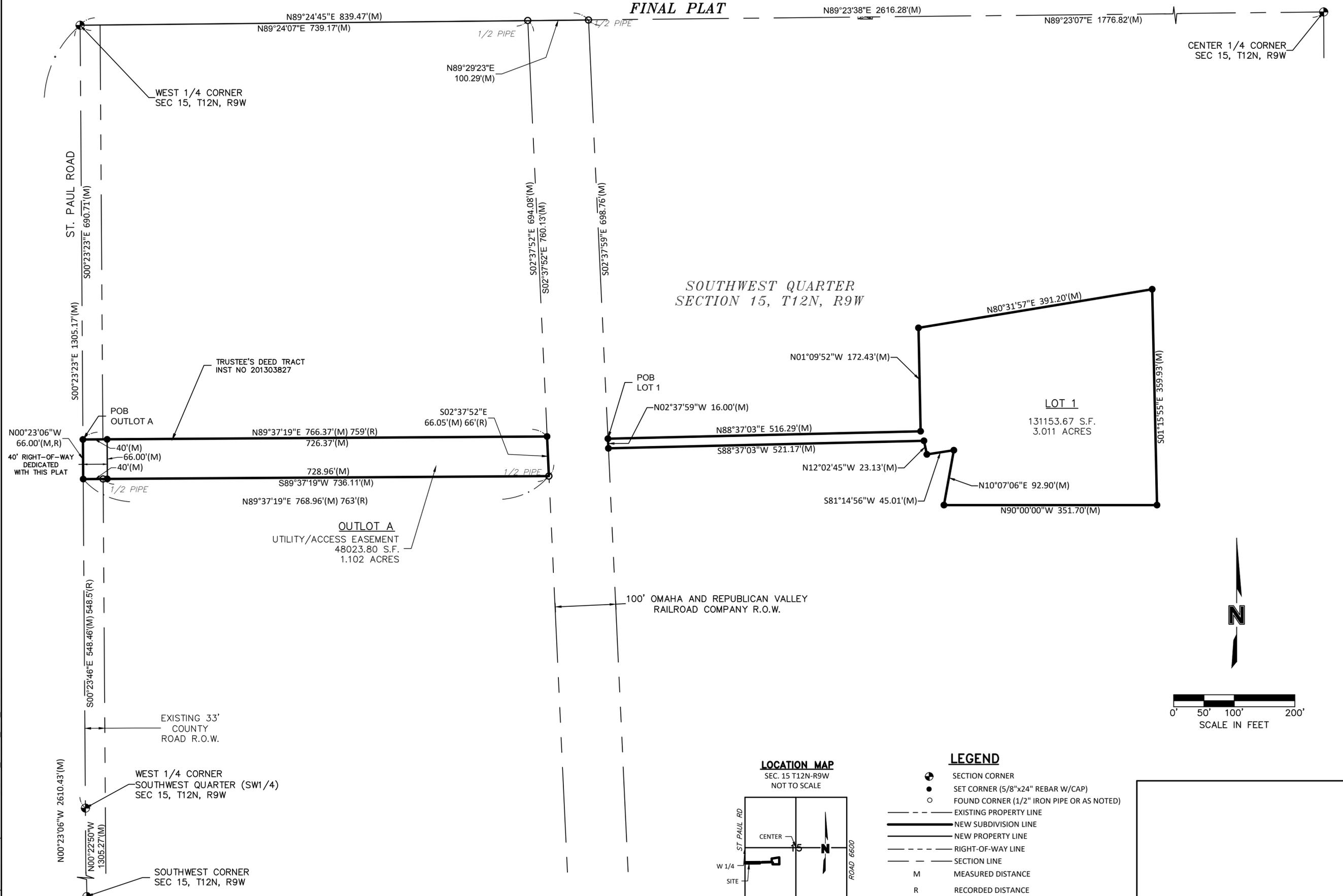
PROJECT NO. 022-03227
Wieck Auction Shafer Survey
FB GI 2022 2

METTINBRINK ACRES SUBDIVISION

HALL COUNTY, NEBRASKA

FINAL PLAT

DWG: F:\2022\03001-03500\022-03227\40-Design\Survey\SRVY\Sheets\V_FLAT_METTINBRINK_02203227.dwg
 USER: jjimenez
 DATE: Jul 18, 2022 1:03pm
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- LEGEND**
- ⊕ SECTION CORNER
 - SET CORNER (5/8"x24" REBAR W/CAP)
 - FOUND CORNER (1/2" IRON PIPE OR AS NOTED)
 - - - EXISTING PROPERTY LINE
 - NEW SUBDIVISION LINE
 - NEW PROPERTY LINE
 - - - RIGHT-OF-WAY LINE
 - - - SECTION LINE
 - M MEASURED DISTANCE
 - R RECORDED DISTANCE
INST NO.: 201303827

olsson

201 East 2nd Street
Grand Island, NE 68801
TEL 308.384.8750
FAX 308.384.8752

PROJECT NO. 022-03227
Wieck Auction Shafer Survey
FB GI 2022 2

SHEET 1 OF 2

METTINBRINK ACRES SUBDIVISION

HALL COUNTY, NEBRASKA

FINAL PLAT

SECTION CORNER TIES

WEST 1/4 CORNER, SECTION 15 T12N R9W
 FOUND 1/2" REBAR 0.4' BELOW GRAVEL ON CENTERLINE OF N-S COUNTY RD.
 S 21.00' TO CENTERLINE OF BOX CULVERT
 SE 21.02' TO CHISELED X ON EAST CONCRETE HEADWALL
 SE 47.73' TO READ HEAD NAIL IN WOOD POST
 W 32.76' TO NEAR FACE OF CONCRETE WITNESS CORNER
 NW 35.68' TO READ HEAD NAIL IN POWER POLE

WEST 1/16 OF THE SOUTHWEST 1/4 OF SECTION 15 T12N R9W

FOUND 1/2" PIPE 0.2' BELOW GRAVEL SURFACE
 W 2.00' TO CENTERLINE N-S COUNTY ROAD
 SSE 81.94' TO NAIL IN WOOD POST
 SW 51.75' TO NAIL IN POWER POLE
 W 39.62' TO CHISELED X ON NORTHEAST CORNER OF CONCRETE PAD FOR PIVOT
 NE 84.22' TO DUPLEX NAIL AND WASHER IN WOOD POST

SOUTHWEST CORNER, SECTION 15 T12N R9W

FOUND SQUARE BOLT IN 1/2" PIPE 1.5' BELOW GRAVEL SURFACE ON CENTERLINE
 N-S AND E-W COUNTY ROADS
 SE 53.58' TO DUPLEX NAIL AND WASHER IN BRACE POST
 SW 44.22' TO NAIL IN POWER POLE
 NW 52.79' TO RED HEAD NAIL IN CUT OFF POWER POLE
 WNW 68.81' TO DUPLEX NAIL AND WASHER IN POWER POLE

CENTER 1/4 CORNER SECTION 15 T12N R9W

FOUND 1/2" PIPE 0.5' BELOW GRADE
 N 4.07' TO DUPLEX NAIL IN WOOD POST
 S 14.14' TO MAG NAIL AND WASHER ON TOP OF 8" CMP
 SW 19.32' TO 5/8" REBAR

LEGAL DESCRIPTION OUTLOT A

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A TRACT OF LAND CONSISTING OF PART OF THE PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER (N1/2, SW1/4) OF SECTION FIFTEEN (15), TOWNSHIP TWELVE (12) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 15-T12N-R9W; THENCE ON AN ASSUMED BEARING OF N89°24'45"E, ON THE NORTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 15-T12N-R9W, A DISTANCE OF 839.47 FEET TO THE EAST RIGHT-OF-WAY LINE OF OMAHA AND REPUBLICAN VALLEY RAILROAD COMPANY; THENCE S02°37'59"E, ON SAID EAST RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 698.76 FEET TO POINT OF BEGINNING; THENCE N88°37'03"E A DISTANCE OF 516.29 FEET; THENCE N01°09'52"W A DISTANCE OF 173.31 FEET; THENCE N80°31'57"E A DISTANCE OF 391.20 FEET; THENCE S01°15'55"E A DISTANCE OF 359.93 FEET; THENCE N90°00'00"S A DISTANCE OF 351.70 FEET; THENCE N10°07'06"E A DISTANCE OF 92.90 FEET; THENCE S81°14'56"W A DISTANCE OF 45.01 FEET; THENCE N12°02'45"W A DISTANCE OF 23.13 FEET; THENCE S88°37'03"W A DISTANCE OF 521.17 FEET TO THE EAST RIGHT-OF-WAY LINE OF OMAHA AND REPUBLICAN VALLEY RAILROAD COMPANY; THENCE N02°37'59"W, ON SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 16.00 FEET TO A POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 131153.67 SQUARE FEET OR 3.011 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 2022, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND CONSISTING OF PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER (N1/2, SW1/4) OF SECTION FIFTEEN (15), TOWNSHIP TWELVE (12) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

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

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT MICHAEL A. SHAFER AND DEBRA J. SHAFER, HUSBAND AND WIFE, BEING THE OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "**METTINBRINK ACRES SUBDIVISION**" IN PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER (N1/2, SW1/4) OF SECTION FIFTEEN (15), TOWNSHIP TWELVE (12) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE ROAD RIGHT OF WAY, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER; AND THAT THE FOREGOING ADDITION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO,
 AT _____, NEBRASKA, AT _____, NEBRASKA,
 THIS ____ DAY OF _____, 2022 THIS ____ DAY OF _____, 2022

 MICHAEL A. SHAFER DEBRA J. SHAFER

ACKNOWLEDGMENT

STATE OF NEBRASKA SS
 COUNTY OF HALL

ON THIS ____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED MICHAEL A. SHAFER, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

 NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF NEBRASKA SS
 COUNTY OF HALL

ON THIS ____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED DEBRA J. SHAFER, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

 NOTARY PUBLIC

APPROVALS

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

 CHAIRPERSON DATE

APPROVED AND ACCEPTED BY THE HALL COUNTY BOARD OF COMMISSIONERS THIS ____ DAY OF _____, 2022.

 CHAIRPERSON COUNTY CLERK

SHEET 2 OF 2

olsson	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750 FAX 308.384.8752	PROJECT NO. 022-03227
		Wieck Auction Shafer Survey FB GI 2022 2

DWG: F:\2022\03001-03500\022-03227\40-Design\Survey\SRVY\Sheets\FLAT_METTINBRINK_02203227.dwg
 DATE: Jul 18, 2022 1:04pm
 USER: jimenez
 XREFS: V_XTOPO_LDP_02203227

RESOLUTION 2022-222

WHEREAS know all men by these presents, Michael A. Shafer and Debra J. Shafer, Husband and Wife, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "METTINBRINK ACRES SUBDIVISION", part of the Southwest Quarter (SW ¼) of Section Fifteen (15), Township Twelve (12) north, Range Nine (9) west of the 6th PM in the zoning jurisdiction of 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 METTINBRINK ACRES SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item G-9

**#2022-223 - Approving Customer Information System Contract
with National Information Systems Cooperative**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Patrick Brown, Finance Director
Stacy Nonhof, Interim City Attorney

Meeting: August 23, 2022

Subject: Approving Customer Information System Contract with
National Information Systems Cooperative (NISC)

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Grand Island's current billing system includes Electric, Water, Sewer, and Backflow billing and collections. The current version of the existing software being used is antiquated and is no longer fully supported by the vendor. Additionally, advanced metering (AMI) is becoming the electric industry standard, which was not the case when the existing software was implemented. To maintain software support, and to also fully integrate with the City's AMI network, it became necessary to either upgrade the version of the existing software or migrate to another modern platform.

Discussion

On January 24, 2022, the City issued a Request For Proposals (RFP) for third party software for the billing and collection of Utility services. Additional pricing was requested for Meter Data Management software (MDM), which utilizes the Utilities AMI meter data to provide real time analytic information to the Utility and daily energy usage information to electric customers.

Ten (10) proposals were received on April 21, 2022, with the following vendors submitting:

Tyler Technologies, Inc	Yarmouth, Maine
Cogsdale	Charlottetown, Canada
Origin Consulting, LLC	Las Vegas, Nevada
NorthStar Utilities Solutions	Nepean, Canada
Innovative Systems	Mitchell, South Dakota
National Information Solutions Cooperative	Bismarck, North Dakota
Advanced Utility Systems	Toronto, Canada
Vertex One Software, LLC	Chicago, Illinois
Enterprise Solutions Consulting, LLC	Webster, New York
Univerus, Inc.	Port Moody, Canada

Once proposals were received, a six (6) person committee was assembled to vet the proposals. This committee consisted of members from: Finance Administration, Utilities, Public Works, Customer Service, and Information Technology.

As was designated in the RFP, each proposal was evaluated based on the following criteria: Proposal Responsiveness, Company Experience, Personnel Experience, Commercial Terms, and Fees. Additionally, in regard to analyzing fees, a five (5) and ten (10) year net present value exercise was performed.

After tabulating the review results, the four (4) vendors with the highest scores were individually interviewed by the team. Upon completion of the interviews, the committee rescored remaining vendors. After final scoring, reviewing, and reference checks, the committee elected to move forward with recommending National Information Solutions Cooperative for award.

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 Customer Information System Contract with National Information Systems Cooperative.

Sample Motion

Move to approve the Customer Information System Contract with National Information Systems Cooperative.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
CUSTOMER INFORMATION SYSTEM**

RFP DUE DATE: April 21, 2022 at 4:00 p.m.
DEPARTMENT: Utilities
PUBLICATION DATE: January 24, 2022
NO. POTENTIAL BIDDERS: 8

PROPOSALS RECEIVED

Tyler Technologies, Inc.
Yarmouth, ME

Cogsdale
Charlottetown, Canada

Origin Consulting, LLC
Las Vegas, NV

NorthStar Utilities Solutions
Nepean, Canada

Innovative Systems
Mitchell, SD

National Information Solutions Coop.
Bismarck, ND

Advanced Utility Systems
Toronto, Canada

Vertex One Software, LLC
Chicago, IL

Enterprise Solutions Consulting, LLC
Webster, NY

Univerus, Inc.
Port Moody, BC

cc: Patrick Brown, Finance Director
Jerry Janulewicz, City Administrator
Ryan Schmitz, Assistant Utilities Director

Tim Luchsinger, Utilities Director
Stacy Nonhof, Purchasing Agent
Angi Schulte, Utilities Secretary

P2344

RESOLUTION 2022-223

WHEREAS, the City issued a Request for Proposals for third party software for the billing and collection of Utility services; and

WHEREAS, ten (10) proposals were received, vetted, scored and reduced to four (4) vendors that were interviewed; and

WHEREAS, the six (6) person committee recommends awarding the Customer Information System Contract to National Information Systems Cooperative from Bismarck, North Dakota.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Customer Information System Contract with National Information Systems Cooperative be approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
August 19, 2022	☒ City Attorney



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item G-10

#2022-224 - Approving Master Power Purchase and Sale Agreement with NextEra

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: August 23, 2022

Subject: Approving Master Power Purchase & Sale Agreement
with NextEra

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. On July 26, 2022, Council approved a Contract with NextEra Energy to market energy for the City. In support of the services being provided, it is necessary to have a Master Power Purchase & Sale Agreement document on file between the parties.

Discussion

In addition to transacting energy and transmission sales/purchases in the Southwest Power Pool, the City of Grand Island may also transact capacity and energy with outside entities from time to time. When these needs occur, it is necessary to have an existing Master Power Purchase & Sale Agreement in place with NextEra Energy to affirm Grand Island's credit and other standard transactional terms. This document does not constitute the approval of future transactions, nor does it contain any predetermined financial terms.

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 Master Power Purchase & Sale Agreement with NextEra Energy.

Sample Motion

Move to approve the Master Power Purchase & Sale Agreement with NextEra Energy.

RESOLUTION 2022-224

WHEREAS, on July 26, 2022, Council approved a contract with NextEra Energy to market energy for the City; and

WHEREAS, in support of the services being provided, it is necessary to have a Master Power Purchase and Sale Agreement document on file between the parties; and

WHEREAS, this Agreement does not constitute the approval of future transactions, nor does it contain any predetermined financial terms.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Master Power Purchase and Sale Agreement with NextEra Energy be approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item G-11

#2022-225 - Approving Bid Award for 2022 Line Shop Remodel

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: August 23, 2022

Subject: Contract for 2022 Line Shop Remodel

Presenter(s): Tim Luchsinger, Utilities Director

Background

The original portion of the Electrical Service Building, commonly known as the Line Shop, is over 50 years old. An addition was completed in 1997. As time and budget allowed, offices and conference rooms were remodeled. The remaining portion to be updated is the large main bathroom and locker room, and the hallways throughout the building. This project includes changing the layout of the bathroom to accommodate ADA requirements, replacing the old cast iron and galvanized piping, and providing a janitor closet with a mop sink. There is currently no break/lunch area for employees, so a kitchenette will be added. Lighting will be modern LED fixtures. The results will be a more useful, efficient space.

Discussion

The bid package was sent directly to 4 potential bidders and advertised. The following bid was received by the City on August 9, 2022 and meets specifications. The engineer's estimate for this work was \$155,000.

Bidder	Bid Price	Exceptions
Rathman-Manning Construction LLC	\$ 117,360.00	None

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 that the Council award the contract for the 2022 Line Shop Remodel project to the low bidder, Rathman-Manning Construction of Chapman, Nebraska, in the amount of \$117,360.00.

Sample Motion

Move to approve the contract for 2022 Line Shop Remodel project to Rathman-Manning Construction of Chapman, Nebraska, in the amount of \$117,360.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 9, 2022 at 2:00 p.m.
FOR: 2022 Line Shop Remodel
DEPARTMENT: Utilities
ESTIMATE: \$155,000.00
FUND/ACCOUNT: 520.10710
PUBLICATION DATE: July 9, 2022
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder: Rathman & Manning Corp.
Chapman, NE
Bid Security: Hudson Insurance Co.
Exceptions:

Bid Price: \$115,109.00
Sales Tax: \$ 2,251.00
Total Bid: \$117,360.00

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

Angi Schulte, Utilities Secretary
Patrick Brown, Finance Director
Jeff Mead, Senior Engineer

P-2387

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between Rathman-Manning Construction 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 bids to be published, for 2022 Line Shop Remodel; and

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

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

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

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of one hundred seventeen thousand, three hundred, and sixty dollars and no cents. (\$ 117,360.00) for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of 2022 Line Shop Remodel.

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bonds and insurance are approved, and that the Contractor shall complete the work on or before December 31, 2022. It is understood and agreed that time is the essence of the contract.

CONTRACT AGREEMENT (Continued)

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.

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

Contractor RATNAY-MANNING CONST LLC

By [Signature]

Date 08-12-2022

Title MANAGER

CITY OF GRAND ISLAND, NEBRASKA,

By _____
Mayor

Date _____

Attest: _____
City Clerk

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

Attorney for the City

Date _____

RESOLUTION 2022-225

WHEREAS, the City of Grand Island invited sealed bids for the remodeling of the Line Shop, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on August 9, 2022, bids were received, opened and reviewed; and

WHEREAS, Rathman-Manning Construction, LLC of Chapman, 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 \$ 117,360.00; and

WHEREAS, the bid of Rathman-Manning Construction, LLC is less than the estimate for the remodeling of the Line Shop.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Rathman-Manning Construction, LLC, in the amount of \$ 117, 360.00 for remodeling the Line Shop is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2022

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item G-12

#2022-226 - Approving Acquisition of Sanitary Sewer Easements in Nikodym Third Subdivision & East Park on Stuhr Second Subdivision- North of Bismark Road; West of Stuhr Road

This item relates to the aforementioned Public Hearing item E-5.

Staff Contact: Keith Kurz PE, Interim Public Works Director

RESOLUTION 2022-226

WHEREAS, public sanitary sewer easements are required by the City of Grand Island, from JNIK, LLC in Lots 19 and 20, Nikodym Third Subdivision and Cherry Park East, LLC in Lots 1 and 2, East Park on Stuhr Second Subdivision, City of Grand Island, Hall County, Nebraska and more particularly described as follows:

JNIK, LLC-

BEGINNING AT THE NORTHWEST CORNER OF LOT 20, NIKODYM THIRD SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S89°35'19"E, ON THE NORTH LINE OF LOT 20, A DISTANCE OF 5.00 FEET; THENCE S00°24'41"W A DISTANCE OF 114.90 FEET TO POINT ON THE SOUTH LINE OF SAID LOT 20; THENCE ON A COUNTERCLOCKWISE CURVE ON THE SOUTH LINE OF SAID LOT 20 AND 19, HAVING A DELTA ANGLE OF 30°56'00", A RADIUS OF 37.50 FEET, A CHORD BEARING N89°19'08"W A CHORD DISTANCE OF 20.00 FEET; THENCE N00°24'41"E FOR A DISTANCE OF 114.81 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 19; THENCE S89°35'19"E, ON THE NORTH LINE OF SAID LOT 19, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 2079.04 SQUARE FEET OR 0.048 ACRES MORE OR LESS.

AND

CHERRY PARK EAST, LLC-

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, EAST PARK ON STUHR SECOND SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N89°35'19"W ON THE SOUTH LINE OF LOT 2, FOR A DISTANCE OF 7.80 FEET; THENCE N00°24'42"E FOR DISTANCE OF 231.46 FEET; THENCE S89°35'22"E FOR A DISTANCE OF 20.00 FEET; THENCE S00°24'41"W FOR A DISTANCE OF 218.91 FEET; THENCE N89°35'19"W FOR A DISTANCE OF 12.20 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 5607 SQUARE FEET OR 0.129 ACRES MORE OR LESS.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire such public sanitary sewer easements from the property owners on the above described tracts of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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

LOT 2 EAST
PARK ON
STUHR
SECOND SUB

SANITARY SEWER EASEMENT

LOT 1
EAST PARK ON STUHR SECOND SUB

S89°35'19"E
15.00'(M)

S89°35'19"E 5.00'(M)

NW COR
LOT 20
P.O.B.

SANITARY SEWER EASEMENT DESCRIPTION

SANITARY SEWER EASEMENT LOCATED IN PART OF LOTS 19 AND 20, NIKODYM THIRD SUBDIVISION, CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 20, NIKODYM THIRD SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S89°35'19"E, ON THE NORTH LINE OF LOT 20, A DISTANCE OF 5.00 FEET; THENCE S00°24'41"W A DISTANCE OF 114.90 FEET TO POINT ON THE SOUTH LINE OF SAID LOT 20; THENCE ON A COUNTERCLOCKWISE CURVE ON THE SOUTH LINE OF SAID LOT 20 AND 19, HAVING A DELTA ANGLE OF 30°56'00", A RADIUS OF 37.50 FEET, A CHORD BEARING N89°19'08"W A CHORD DISTANCE OF 20.00 FEET; THENCE N00°24'41"E FOR A DISTANCE OF 114.81 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 19; THENCE S89°35'19"E, ON THE NORTH LINE OF SAID LOT 19, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 2079.04 SQUARE FEET OR 0.048 ACRES MORE OR LESS.

LOT 19
NIKODYM
THIRD SUB

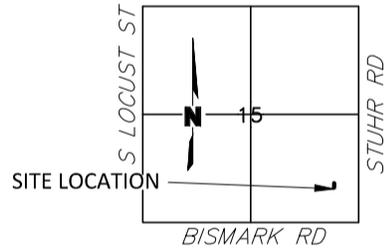
LOT 20
NIKODYM THIRD SUB

N00°24'41"E 114.81'(M)

S00°24'41"W 114.90'(M)

LOCATION MAP

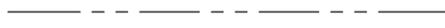
SEC. 15 T11N-R9W
NOT TO SCALE



LEGEND



EASEMENT AREA



LOT LINE



RIGHT OF WAY LINE

R=37.50'
Δ=030°55'57"
L=20.25'
CB=N89°19'06"W
CH=20.00'

VANDERVOORT AVE



DWG: F:\2021\08001-08500\021-08391\40-Design\Survey\SRVY\Sheets\V_EASE_LOT19&20_02108391.dwg USER: apollack
DATE: Aug 10, 2022 8:49am XREFS: C_PBASE_02108391 C_XRWAY_LDP_02108391 V_XRWAY_LDP_02108391

PROJECT NO:	0210-8391
DRAWN BY:	AJP
DATE:	07/21/22

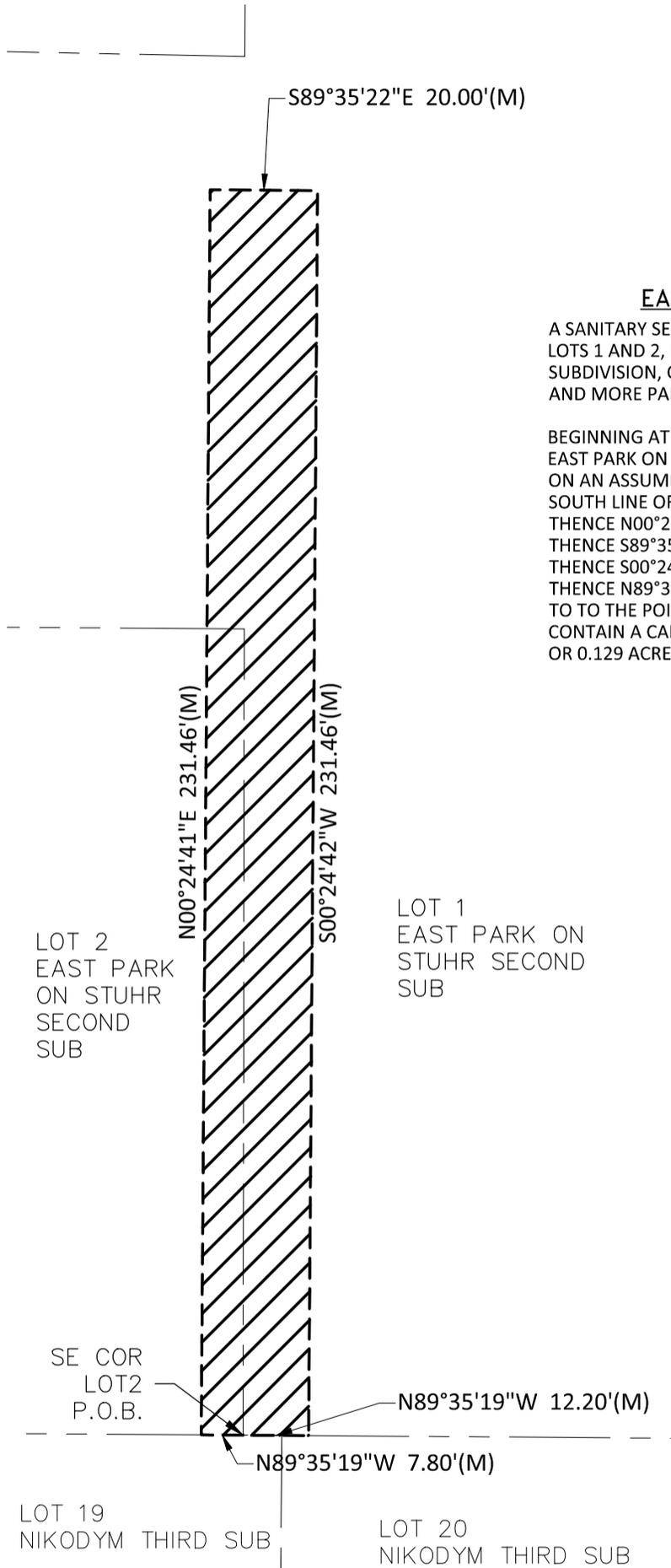
**SANITARY SEWER
EASEMENT**

olsson

201 East 2nd Street
Grand Island, NE 68801
TEL 308.384.8750

EXHIBIT

SANITARY SEWER EASEMENT

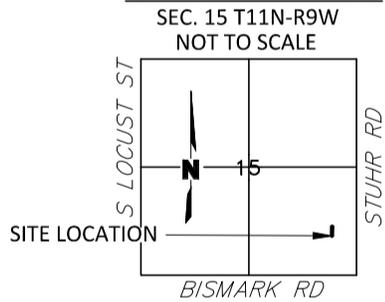


SANITARY SEWER EASEMENT DESCRIPTION

A SANITARY SEWER EASEMENT LOCATED IN PART OF LOTS 1 AND 2, EAST PARK ON STUHR SECOND SUBDIVISION, CITY OF GRAND ISLAND, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2, EAST PARK ON STUHR SECOND SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N89°35'19"W, ON THE SOUTH LINE OF LOT 2, FOR A DISTANCE OF 7.80' FEET; THENCE N00°24'42"E FOR A DISTANCE OF 231.46 FEET; THENCE S89°35'22"E FOR A DISTANCE OF 20.00 FEET; THENCE S00°24'41"W FOR A DISTANCE OF 218.91 FEET; THENCE N89°35'19"W FOR A DISTANCE OF 12.20 FEET TO TO THE POINT OF BEGINNING. SAID TRACT CONTAIN A CALCULATED AREA OF 5607 SQUARE FEET OR 0.129 ACRES MORE OR LESS.

LOCATION MAP



LEGEND



DWG: F:\2021\08001-08500\021-08391\40-Design\Survey\SRVY\Sheets\V_EASE_LOT1&2_02108391.dwg USER: lwheeler
 DATE: Aug 11, 2022 4:18pm XREFS: C_PBASE_02108391 C_XRWAY_02108391 V_XRWAY_LDP_02108391

PROJECT NO:	0210-8391
DRAWN BY:	AJP
DATE:	07/21/22

SANITARY SEWER
EASEMENT

201 East 2nd Street
 Grand Island, NE 68801
 TEL 308.384.8750

EXHIBIT



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item G-13

#2022-227 - Approving Purchase of One (1) Caterpillar Generator Set 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: August 23, 2022

Subject: Approving Purchase of One (1) Caterpillar Generator Set 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 July 26, 2022, via Resolution No. 2022-186 City Council approved the bid award to 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.

Discussion

Having a generator onsite will ensure constant power to Lift Station No. 17 and avoid sanitary sewer backups or having to source and dispatch a portable generator in order to pump the lift station and associated sanitary sewer upstream down. This will be similar to other lift stations in town.

To meet competitive bidding requirements, the Wastewater Division obtained contract pricing from Sourcewell (formerly National Joint Powers Alliance Buying Group (NJPA) through Contract No. 120617-CAT issued to NMC Cat Power Systems of Omaha, Nebraska. Such piece of equipment, with no exceptions, has a total net price of \$34,594.00. There are sufficient funds for this purchase in Account No. 53030055-85213-53566.

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 one (1) Caterpillar Generator Set from NMC Cat Power Systems of Omaha, Nebraska in the total amount of \$34,594.00.

Sample Motion

Move to approve the resolution.

RESOLUTION 2022-227

WHEREAS, the Sourcewell cooperative purchasing (formerly National Joint Powers Alliance Buying Group (NJPA)) was utilized to secure competitive bids for one (1) Caterpillar Generator Set for the Wastewater Division of the Public Works Department; and

WHEREAS, the Sourcewell Contract No. 120617-CAT was awarded to NMC Cat Power Systems of Omaha, Nebraska; and

WHEREAS, the Public Works Department has recommended the purchase of one (1) Caterpillar Generator Set for Lift Station No. 17 Improvements; Project No. 2019-S-9 from NMC Cat Power Systems for a purchase price of \$34,594.00; and

WHEREAS, the funding for such vehicle is provided in the 2022/2023 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one (1) Caterpillar Generator Set from NMC Cat Power Systems of Omaha, Nebraska in the amount of \$34,594.00 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2022

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item G-14

**#2022-228 - Approving Section 5339 Capital Grant Application
and Agreement for the Transit Division of the Public Works
Department- FY 2023**

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Charley Falmlen, Transit Program Manager

Meeting: August 23, 2022

Subject: Approving Section 5339 Capital Grant Application and Agreement for the Transit Division of the Public Works Department- FY 2023

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

Background

Commencing July 1, 2016 public transportation services were led by the City of Grand Island utilizing urban transportation funds from the Federal Transit Administration, and with Hall County participating by utilizing State of Nebraska Rural Transportation funds.

Discussion

The City and State of Nebraska desire to secure and utilize grant funds to purchase buses and related equipment to be used in public transit services throughout the Urbanized Area of Grand Island.

Two (2) vans, which are owned by Hall County, in the current transit fleet are scheduled for replacement. These vans will be removed from the active fleet and kept as backup until such time they are disposed of in coordination with the State of Nebraska.

The request at this time is to purchase two (2) Lowered Floor Minivans, which will be owned by the City, to be used within the public transit service provided through the Urbanized Area of Grand Island. Section 5339 Capital Grant Application and agreement will provide for 80% or \$104,000.00 of such purchases to be paid by Federal funds and 20% or \$26,000 to be paid by the City. The application is attached for review.

Alternatives

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

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

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

Recommendation

City Administration recommends that the Council approve the Section 5339 Capital Grant Application and subsequent agreement for the Transit Division of the Public Works Department.

Sample Motion

Move to approve the Application.

Section 5339 Capital Grant Application

FY- 2023

General Information

Legal Name of Applicant Organization: Grand Island, City of		
Unique Entity Identifier (UEI) 47-6006205		
Address (include City, State, and Zip Code): 100 E 1st Street, PO Box 1968, Grand Island, NE 68802		
Name of Project Director or Supervisor: Charley Falmlen	Phone No.: 308-646-6571	Email Address: CharleyF@grand-island.com
Name of Person Preparing this Application: Libby Finochiaro	Phone No.: 308-385-5444	Email Address: LibbyF@grandisland.com
Services Generally Provided by Applicant: Demand Response Service		

Demographics

Ethnicity of Clientele	Service Area Population	Percent of Total Service Area Population
Black or African American	1859	3%
Hispanic or Latino	18594	30%
Native Hawaiian or other Pacific Islander	371	0%
Asian	868	1%
Native American or Alaska Native	1240	2%
Non-Minority	39047	63%
Total	61979	100%

Transportation Project

Identify the Geographical Areas to be Served: (Towns, Counties) City of Grand Island Nebraska, Hall County Nebraska
Intended Use: (Check one) <input checked="" type="radio"/> Replace Existing Service <input type="radio"/> Expand Existing Service <input type="radio"/> Start New Service <input type="radio"/> Enhance Existing Service

Capital Assistance

Vehicle(s) Requested

Prioritize Vehicle(s) Requested (1, 2, 3)	No. of Units	Vehicle	Vehicle Cost	Total Cost
		Small Bus	\$92,000	\$
		Seven-Passenger Van *	\$70,000	\$
1	2	Lowered Floor Minivan	\$65,000	\$ 130,000
Total Costs:				\$ 130,000
Total Federal Funds requested (80% of total costs)				\$ 104,000.00
Local Share (20% difference between Federal funds requested and total costs)				\$ 26,000.00

Maintenance of Vehicles

To assure that vehicles acquired with Federal Transit Assistance funds are maintained in optimal operating condition, it is required that they be maintained in accordance with the **vehicle manufacturer’s recommended maintenance schedule**. Applicants must verify by certifying below.

Maintenance Certification

The City of Grand Island _____ certifies that vehicles purchased under Section 5339 will be maintained in accordance with detailed maintenance and inspection schedule provided by the manufacturer.

 Roger G. Steele
(Printed Name of Person Signing)

 Mayor
(Title)

(Signature of Authorized Representative)

(Date)

Vehicle Being Replaced (If Applicable)

This vehicle will be taken out of regular service (*can be used as backup*).

Year of Vehicle Being Replaced: _____

(*Vehicle must have been in service for at least four years or has a minimum of 100,000 miles*)

Make: _____

Model: _____

Vehicle Identification No.: _____

Mileage: _____

Vehicle Condition: _____

COMPLETE THE APPLICATION BY SIGNING BELOW.

CERTIFICATION: I hereby certify the information in this application is accurate and, as the authorized official for this project, hereby agree to comply with all provisions of the grant program and all other applicable state and federal laws.

<p>_____ <i>Applicant's Authorized Representative</i></p>	<p>Mayor <i>Title</i></p>	<p>_____ <i>Date</i></p>
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RESOLUTION 2022-228

WHEREAS, funds are available through the State of Nebraska to aid the City financially in providing public transit services; and

WHEREAS, the City and State desire to secure and utilize grant funds to purchase buses and related equipment to be used in public transit services throughout the Urbanized Area of Grand Island; and

WHEREAS, the request at this time is to purchase two (2) Lowered Floor Minivans, which will be owned by the City, to be used within the public transit service provided through the Urbanized Area of Grand Island; and

WHEREAS, Section 5339 Capital Grant Application and agreement will provide for 80% or \$104,000.00 of such purchases to be paid by Federal funds and 20% or \$26,000.00 to be paid by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign the Section 5339 Capital Grant Application and subsequent agreement.

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
August 19, 2022	☒ City Attorney



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item G-15

#2022-229 - Approving Police Fleet Up-Fit Sole Source

Staff Contact: Robert Falldorf, Police Chief

Council Agenda Memo

From: Robert Falldorf, Police Chief
Meeting: August 23, 2022
Subject: Police Fleet Up-fit Sole Source
Presenter(s): Robert Falldorf, Police Chief

Background

The Police Department has budget authority under Capital expenditures for the up-fitting of seven (7) police patrol vehicles.

Discussion

The Police Department has budget authority under Capital Outlay for the up-fitting of seven (7) 2022 Police fleet vehicles. The Department up-fits new patrol vehicles as they are rotated out of the fleet. Request for Proposals are difficult to create specifications for, as each up-fit is different depending on which equipment is usable from the vehicle taken out of service, which equipment is compatible with new model year fleet vehicles, and which equipment has reached its logical end of service.

Additionally, the need for local and timely support and repair is essential for maintaining a fleet of emergency response vehicles. Three (3) competitive prices were sought based on a full up-fit with new equipment for comparison. However none of the comparison quotes offered a true direct comparison.

The first quote from 911 Customs revealed that 911 Customs uses equipment not compatible with pre-existing emergency equipment. (light bar, siren, control switch, and prisoner transport system). This creates inter-changeability, deployment, and training issues. It also mandates that different fleet vehicles would have to be maintained by different vendors based on product licensing issues with no options for local service. The closest sales and service for this quote was located in Council Bluffs, IA which adds considerable cost and conditions to this bid.

The second quote from Jones Automotive in Lincoln, Nebraska is competitive quote with equal equipment and services offered. However, Jones required equipment to be purchased through them at retail cost, as opposed to drop shipping less expensive state bid items at a reduced cost.

The third and preferred quote from Platte Valley Communications of Grand Island offers both local service and maintenance, and the ability to reduce product cost by using state bid equipment purchased from separate vendors. Labor price for set-up through Platte Valley was estimated at \$95.00 per hour vs. \$110 per hour for Jones Automotive. Although Platte Valley estimates more labor hours, we believe this estimate is accurate based on experience with our previous fleet vehicles. Additionally, the offsetting cost savings of state bid equipment makes up for any reduced estimates in labor charges from Jones. 911 Customs did not estimate an hourly rate in their quote. Estimated up-fit costs for Platte Valley per unit are \$9,032.20.

As stated above, this does not directly compare in product or product and labor with either of the other quotes, however the Department feels this is the most accurate representation with the best combination of cost efficiency and local service availability.

As each quote does not represent the actual cost of a unit up-fit, and cost can vary greatly as existing equipment is repurposed, each vehicle up-fit is normally billed and paid for each fleet vehicle individually.

For this reason, the department is seeking to have Platte Valley Communications declared the sole source provider for Police Vehicle equipment and up-fitting for fiscal year 2021-2022 through fiscal year 2022-2023.

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 to declare Platte Valley Communications the sole source provider for the equipment and up-fit of Police Department patrol fleet vehicles.

Sample Motion

Move to declare Platte Valley Communications as the sole source provider for Police Department patrol fleet equipment and up-fitting.

RESOLUTION 2022-229

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

WHEREAS, competitive pricing was sought, and Platte Valley Communications of Grand Island was the only provider who provided compatible equipment install at state bid prices with local services, and therefore was most responsive to department needs and long-term costs; and

WHEREAS, the Police Department wishes to have Platte Valley Communications declared the sole source provider for patrol fleet vehicle equipment and up-fitting for fiscal year 2021-2022.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the declaration of Platte Valley Communications of Grand Island the sole source provider for equipment and up-fit of Police Department patrol fleet equipment and up-fit for fiscal year 2021-2022 through fiscal year 2022-2023.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August, 23, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
August 19, 2022	☒ City Attorney



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item G-16

#2022-230 - Approving Annual Agreement for Financial Software Licensing and Support

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: August 23, 2022

Subject: Approving Annual Agreement for Financial Software Licensing and Support

Presenter(s): Patrick Brown, Finance Director

Background

On July 10, 2001, Council approved the purchase and implementation of Tyler Technologies' MUNIS integrated financial software system for the City of Grand Island. This financial software continues to provide the City of Grand Island excellent service and support for financial information. Each year in order to receive software upgrades and technical assistance from Tyler Technologies; it is necessary to enter into an annual Support Agreement.

Discussion

The total cost for Tyler Technologies' Financial Software Licensing and Support for the period of 9/14/2022 to 9/13/2023 is \$235,850.84.

The Tyler System Management Services Support provides service to the Information Technology department on system backup and recovery assistance, file permissions and security, system tools and user guides of each module, assistance on upgrades for each database as well as services for free system server transfers.

Munis Module Support and Update Licensing include support and licensing for City staff to use the following accounting programs. Payroll, Human Resource Management, Cash Management, Project Accounting, Requisitions/Purchase Orders, Accounts Payable, General Ledger, Budget, General Billing, Accounts Receivable, Special Assessments, Fixed Assets, Tyler Content Manager, TCM auto Index and Redaction, Role tailored Dashboard, Tyler form Processing, Crystal Reports. Employee Self Service, and Munis Office. Touchscreen 10: Proximity Reader (HID) Maintenance, Advanced Scheduling Mobile Access Maintenance, Advanced Scheduling Maintenance, Time & Attendance Mobile Access Maintenance, and Time & Attendance Maintenance are the City's Time Clock System tools.

The Tyler Content Manager feature enables viewing of on-line accounts payable invoices, W9's, checks written, purchase orders, and secured employee direct deposit stubs and W2's.

Crystal Reports is a report writing system that extracts data from each accounting module table to produce user defined reports.

The Employee Self-Service module allows employees to have on-line access to pay history, direct deposits, W-2 information, and make changes to their personal information such as addresses, phone numbers, dependents and emergency contacts. Employee SelfService is also used annually for on-line cafeteria benefit deductions.

The Touchscreen Reader (Time Clock), Advanced Scheduling & Time & Attendance Maintenance enable the City's Time Clock usage.

Munis Office connects Microsoft Office products Excel and Word to each accounting program.

The Tyler Unlimited CAL Graphic User Interface (GUI) Support is the interface that creates the screens and user "look" to the database that holds information. Users can individualize the look and feel of each of their module screens showing different information in different ways.

Alternatives

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

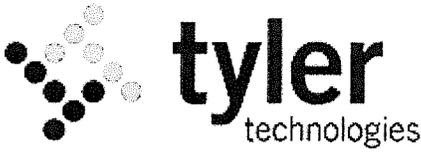
1. Approve the 2022-2023 Contract with Tyler Technologies, Inc for software support and licensing.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the 2022-2023 Annual Financial Support Agreement with Tyler Technologies, Inc. in the amount of \$235,850.84.

Sample Motion

Move to approve the Annual Financial Support Agreement with Tyler Technologies, Inc.



Remittance:
 Tyler Technologies, Inc
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-386541	08/01/2022	1 of 2

Questions:
 Tyler Technologies- ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com

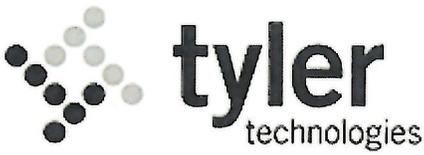


Bill To: City of Grand Island
 Attn: Brian Schultz
 P.O. Box 1968
 Grand Island, NE 68802

Ship To: City of Grand Island
 Attn: Brian Schultz
 P.O. Box 1968
 Grand Island, NE 68802

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
1181 - MAIN - MAIN	174346		USD	NET30	08/31/2022

Date	Description	Units	Rate	Extended Price
Contract No.: GRAND ISLAND, NE				
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	43,220.87	43,220.87
	Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023			
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	11,788.00	11,788.00
	Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023			
	SUPPORT & UPDATE LICENSING - EMPLOYEE SELF SERVICE	1	5,894.02	5,894.02
	Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023			
	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	12,966.07	12,966.07
	Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023			
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	5,500.73	5,500.73
	Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023			
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	7,858.66	7,858.66
	Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023			
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS	1	10,915.22	10,915.22
	Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023			
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	8,643.45	8,643.45
	Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023			
	SUPPORT & UPDATE LICENSING - PAYROLL	1	12,966.07	12,966.07
	Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023			
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	9,509.08	9,509.08
	Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023			
	Purchase Orders - Subscription Fees	1	12,966.07	12,966.07
	Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023			
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	9,076.25	9,076.25
	Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023			
	SUPPORT & UPDATE LICENSING - TIMEKEEPING INTERFACE	1	0.00	0.00
	Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023			
	TYLER FORM PROCESSING SUPPORT	1	5,457.63	5,457.63
	Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023			
	SUPPORT & UPDATE LICENSING - UB SPECIAL ASSESSMENTS	1	3,929.34	3,929.34
	Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023			
	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT	1	30,000.00	30,000.00
	Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023			
	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE	1	10,854.77	10,854.77
	Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023			
	TYLER UNLIMITED CAL - SUPPORT	1	6,200.00	6,200.00
	Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023			



Remittance:
 Tyler Technologies, Inc
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-386541	08/01/2022	2 of 2

Questions:
 Tyler Technologies- ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Email: ar@tylertech.com

Bill To: City of Grand Island
 Attn: Brian Schultz
 P.O. Box 1968
 Grand Island, NE 68802

Ship To: City of Grand Island
 Attn: Brian Schultz
 P.O. Box 1968
 Grand Island, NE 68802

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
1181 - MAIN - MAIN	174346		USD	NET30	08/31/2022

Date	Description	Units	Rate	Extended Price
	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023	1	5,306.78	5,306.78
	TCM AUTO INDEXING AND REDACTION MAINTENANCE Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023	1	1,206.08	1,206.08
	SUPPORT & UPDATE LICENSING - CASH MANAGEMENT Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023	1	5,053.03	5,053.03
	Support & Update Licensing - Advanced Scheduling Mobile Access Module Maintenance Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023	1	964.69	964.69
	Support & Update Licensing - Advanced Scheduling Maintenance Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023	1	3,415.55	3,415.55
	Support & Update Licensing - Time & Attendance Mobile Access Maintenance Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023	1	1,231.49	1,231.49
	Support & Update Licensing - Time & Attendance Maintenance Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023	1	6,829.99	6,829.99
	Touchscreen 10: Proximity Reader (HID) Maintenance Maintenance: Start: 14/Sep/2022, End: 13/Sep/2023	17	241.00	4,097.00

Voucher#

PO #	
Vendor #	
Invoice #	
Description	
Approved by	Date
Org.-obj#	Amount

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	235,850.84
Sales Tax	0.00
Invoice Total	235,850.84

RESOLUTION 2022-230

WHEREAS, on July 10, 2001, by Resolution 2001-180, the City of Grand Island approved the proposal of Process, Inc., d/b/a Munis, to implement new accounting software with an integrated financial program; and

WHEREAS, in order to receive continued upgrades and technical assistance from the company, it is necessary to enter into an annual Financial Support Agreement; and

WHEREAS, the cost for the period of September 14, 2022 to September 13, 2023 for Munis Module support, Tyler System Management Services Support, Tyler Unlimited CAL support, Munis Time & Attendance and Advanced Scheduling Support and update licensing, Touchscreen 10: Proximity Reader (HID) Maintenance is \$235,850.84; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the annual Financial Support Agreement by and between the City and Tyler Technologies, Inc. for the amount of \$235,850.84 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
August 19, 2022	☒ City Attorney



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item H-1

**Consideration of Approving Request from Leslie Meyer (Probasco)
for a Conditional Use Permit for a Greenhouse and Raising of
Trees and Nursery Stock located at 3648 South Blaine Street**

This item relates to the aforementioned Public Hearing item E-4.

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item I-1

#2022-231 - Consideration of Approving the Redevelopment Plan for CRA No. 34 for Redevelopment for Property Located North of 13th Street and East of the Moores Creek Drainway (Starostka Group Unlimited)

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

Staff Contact: Chad Nabity

RESOLUTION 2022-231

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 34 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: to redevelop property residential purposes including necessary costs for acquisition, streets, site work/grading, utilities and trails along with eligible planning expenses and fees associated with the redevelopment project and that such project would not be economically feasible without such aid as is proposed within the Redevelopment Plan. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

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

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 34 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
 - c. The CRA is authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

4. The City hereby finds and determines that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purposes of accomplishing, in accordance with the general plan for development of the City, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity; and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of a healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreation and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2022

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item I-2

#2022-232 - Consideration of Approving Revised Personnel Rules and Regulations

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director
Meeting: August 23, 2022
Subject: Approval of Revised Personnel Rules and Regulations
Presenter(s): Aaron Schmid, Human Resources Director

Background

The City of Grand Island maintains a Personnel Rules and Regulations manual for City employees. The document contains information on personnel management, general policies, operations, leave policies and benefits. Portions of the Personnel Rules and Regulations are also referenced in the Union labor contracts. Changes to the Personnel Rules and Regulations require Council approval.

Discussion

The last revision to the Personnel Rules and Regulations was on October 11, 2020. Since then, a number of changes have occurred and Administration is recommending an update to the manual. Please find below a summary of the proposed changes.

1. Language has been added regarding the requirement for employees who drive during the course of their work to maintain insurability as determined by the City's insurance carrier.
2. The *Community Leave Bank* section has been updated to allow donations of Convenience Days and medical leave. Conditions apply to the donation and receipt of leave.
3. The *Corrective and Disciplinary Actions* section adds infractions for payroll fraud and failure to maintain auto insurability for employees who drive during the course of their work.
4. The *Political Activity* section has been updated to reflect Nebraska state statutes.
5. The residency boundary for Emergency Management employees has been extended from 25 to 45 miles.

6. The *Compensatory Time* language has been updated to match language in union contracts. This will allow for more uniform and efficient operations.
7. A *Working Out of Class* section has been added. It will allow for a 3% increase in pay when working up a level to cover an extended absence.
8. A *Remote Work* section has been added. Remote work applications will be limited in scope and determined by Department Directors.
9. A *Vacation Buy Down* section has been added. Employees will be allowed to buy down a total of 80 hours of vacation per year.
10. The medical leave maximum accrual will increase from 1106 hours to 1150. This section also corrects a medical leave payout typo. The correct payout is 53% as previously approved in ordinance no. 9701.
11. A *Longevity* section has been added along with a pay rate schedule based on years of service.
12. Numerous other changes are included in the draft consisting of de minimis changes and payroll clarifications.

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 revisions to the Personnel Rules and Regulations.

Sample Motion

Move to approve the revisions to the Personnel Rules and Regulations.

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CHAPTER ONE

PERSONNEL MANAGEMENT

Sec. 1.01 WELCOME

Welcome to the City of Grand Island! We want to thank you for joining our team. We believe that each employee contributes directly to the growth and success of our organization. We hope that the employment relationship that we share is a long and mutually rewarding one. The purpose of this handbook is to acquaint you with policies set forth by the City of Grand Island. These Personnel Rules and Regulations state the intent of the Mayor and City Council in providing for the employment conditions and benefits for employees of the City of Grand Island. You should familiarize yourself with the contents of the Personnel Rules and Regulations, as you are responsible for abiding by the rules that are outlined within.

For convenience, in this handbook, we will refer to your employer as the City of Grand Island, the City, we, our, or us. If you have questions regarding the material presented here, please feel free to ask your supervisor or call the Human Resources Department.

Again, best wishes for success in your new position with the City of Grand Island!

Sec. 1.02 LEGAL EFFECT

The policies in this manual are subject to change as the City grows and changes. Any changes in this manual shall apply to existing as well as future employees. If and when provisions are formally changed, there will be notification and appropriate replacement documentation will be provided. No statement or promise made by a supervisor, manager, or department head may be interpreted as a change in policy, nor will it constitute an agreement with an employee.

The City Personnel Rules and Regulations are not a contract, expressed, or implied. This handbook replaces (supersedes) all other previous Personnel Rules or Administrative Policies for the City of Grand Island as of October 14, 2018.

Sec. 1.03 EQUAL EMPLOYMENT OPPORTUNITY

The City of Grand Island affirms its commitment to providing a work environment that does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, sexual orientation, mental or physical disability, marital status, national origin, or genetic information. The City will operate in full compliance with applicable federal, state, and local laws prohibiting discrimination in employment.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Sec. 1.04 SCOPE

The City of Grand Island is made up of several different departments. The departments that are governed by these rules are as follows:

- | | |
|---|---------------------------------------|
| Administration | Human Resources Department |
| Building Department | Police Department |
| Legal Department | Public Works Department |
| Finance Department | Public Library |
| Parks & Recreation Department | Utilities Department |
| Fire Department | |
| Regional Planning Department /Community Development | |
| Grand Island/Hall County Emergency Management Department | |

The following are exempted from these rules:

- The Mayor and City Council
- Members of appointive boards, commissions, and committees
- Independent contractors

Although persons employed as temporary employees, interns, and citizen volunteers are not eligible for benefits under the City’s policy, they are ~~still~~ expected to follow the policies set forth as they represent the City.

The City Administrator’s Office is governed by the Personnel Rules and Regulations; however, the City Administrator serves at the pleasure of the Mayor.

The City Personnel System shall be divided into two classifications of service, classified and unclassified. Classified service includes all employees governed by the Civil Service Act of the State of Nebraska. Departments that have employees that fall under this category are the Police and Fire departments. All other employees of the City are considered unclassified.

All appointments and removals of employees who are in the classified service shall be subject to Civil Service Rules and Regulations.

These rules and regulations apply to all employees of the City except where labor contracts, Civil Service Rules, State statutes, or other City ordinances supersede these rules.

Sec. 1.05 MAYOR AND CITY COUNCIL

The Mayor and the City Council shall be the ultimate policy-making authority for the City of Grand Island. The Mayor as chief executive officer of the City shall be responsible for the proper administration of the affairs of the City. The Mayor is the appointing authority under the Civil Service Act of the State of Nebraska. The Mayor shall upon approval of the City Council, appoint or remove a city administrator, city clerk, city treasurer, city engineer, city attorney, and such other officers as required by law.

The Mayor may designate his/her administrative responsibilities under these rules to the City Administrator, as the Chief Administrative Officer, provided the Mayor may not designate any duties or responsibilities in violation of the State statute. The Mayor has the right to approve or disprove any personnel actions taken pursuant to these personnel rules.

CHAPTER TWO GENERAL POLICIES

Sec. 2.01 APPLICATION PROCESS

The City's Human Resources Department is responsible for the posting of all employment opportunities. Vacancies will be advertised publicly as well as internally. Equitable consideration will be given to all applicants.

The City may refuse to consider an applicant or place his/her name on an eligibility list for any of the following reasons:

- The applicant lacks the minimum qualifications stated in the official job description.
- The applicant has been found guilty of a crime of such a nature as to render the applicant unsuitable for the job for which application is being made.
- The applicant has been dismissed or resigned for disciplinary reasons from any employment within the past five years for a cause that would constitute a cause for termination under these rules.
- The applicant has made a false statement on his/her application.
- The applicant is deemed unfit to perform the duties of the job for which application is made as indicated by unfavorable reports received from references or by character or medical investigations.
- The applicant does not hold a valid driver's license or maintain insurability as determined by the City's insurance carrier when required by the nature of the job.
- The applicant for a position is a member of the same household and/or an immediate family member within the same supervisory chain of command. An immediate family member would be any of the following; spouse, child (including stepchildren), sibling, parent, grandparent and in-laws of the same relation. Family members are otherwise eligible for employment with the City provided they are not in the same supervisory chain of command.

Sec. 2.02 SEXUAL AND OTHER UNLAWFUL HARASSMENT

The City of Grand Island is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing,

coercive, or disruptive. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic will not be tolerated. All men and women are to be treated equally with dignity and respect.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This form of employee misconduct undermines the integrity of the workplace and will not be tolerated. The following is a partial list of examples of sexual harassment:

- Unwelcome sexual advances – physical or verbal.
- Offering employment benefits in exchange for sexual favors.
- Making threats after a negative response to sexual advances.
- The use of derogatory comments, ~~epithets, slurs, jokes~~ or ~~jokes~~~~slurs~~.

If an employee experiences or witnesses sexual or other unlawful harassment in the workplace, it must be reported immediately to his/her supervisor and ~~the Director of~~ Human Resources ~~Director~~. All allegations of sexual harassment will be quickly and discreetly investigated. Any supervisor or Director who becomes aware of possible sexual or other unlawful harassment is to report it immediately to the Human Resources Director. If the Human Resources Director is not available, report to the City Attorney.

An employee shall not suffer retaliation for coming forward with a complaint of harassment. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination. Retaliation against someone that makes a complaint of harassment is strictly forbidden. An employee that feels that they have been retaliated against for coming forward with a complaint should make their supervisor and the Human Resources office aware of it immediately. Should the Human Resources Director be unable to handle the complaint, it should be forwarded to the Legal Department.

Sec. 2.03 DRUG-FREE WORKPLACE

The City of Grand Island is committed to providing a safe work environment. The City prohibits the distribution, manufacture, possession, sale, use, transfer, transport, or purchase of illegal drugs, or being under the influence of alcohol or drugs at the workplace, on City premises, or in City vehicles. Any violation of this policy is subject to discipline up to and including termination, for the first offense.

The substances that are prohibited include but are not limited to the following:

- Alcohol
- Cannabinoids (marijuana, hashish)
- Depressants (tranquilizers)
- Hallucinogens (PCP, LSD, "designer drugs" etc.)

- Narcotics (heroin, morphine, etc.)
- Stimulants (cocaine, methamphetamines, etc.)

Any employee convicted of violating a criminal drug statute must inform the City of such a conviction (including pleas of guilty and no contest) within five (5) days of the conviction occurring. Failure to inform the City will subject the employee to disciplinary action, up to and including termination for the first offense. By law, the City will notify the federal grant agency or contracting officer within ten (10) days of receiving such notice from an employee or otherwise receiving notice of such conviction.

The City reserves the right to offer employees convicted of violating a criminal drug statute, the opportunity to participate in a rehabilitation or drug abuse assistance program, at the employee's expense, as an alternative to discipline. If such an opportunity is offered and accepted, the employee must successfully complete the program before returning to their position as a condition of employment.

The City shall test all applicants who have been offered a position with the City prior to starting their new job. Job placement is contingent on the results of the drug testing. The City will test for the following substances for all new hires;

- Amphetamine/Methamphetamine
- Cannabinoids
- Cocaine metabolites
- Opioids
- PCP

The City reserves the right to test any employee that it has reasonable cause to believe is under the influence of alcohol or drugs while in the workplace.

Any employee that is involved in a worker's compensation claim involving an injury or an accident involving an injury requiring medical attention shall be required to submit to a drug test for cause. Additionally, if an employee is operating a city vehicle and is involved in a reportable accident while in the operation of said vehicle, there shall be drug testing for cause. Any employee involved in any such injury or accident shall immediately notify his or her supervisor and the Human Resources Department so that immediate arrangements can be made for drug testing to be promptly carried out.

The City shall also maintain a testing program as is required by the U.S. Department of Transportation (DOT). This program will apply to employees in job classifications that require a Commercial Driver's License (CDL). Employees in this classification will receive additional information in the orientation process from the Human Resources Department.

Sec. 2.04 DRESS CODE

Clothing on the job must be in good taste, clean, neat, and reflect the requirements of the working conditions. A neat, well-groomed appearance is important to assure professionalism and competence in the workplace. The responsibility for determination of what is appropriate for a department will be made by the Department Director.

First and foremost, common sense and safety must apply. Employees who are required to work in the outside elements should dress appropriately for their own protection. However, the clothing should be clean and well maintained.

If an employee wears a uniform, the uniform should be worn properly and kept well maintained. The uniform identifies them as a City of Grand Island employee and proper care of the uniform reflects favorably on them and the City. Uniforms should never be worn after hours in public where alcohol is served.

OFFICE/CLERICAL/RECEPTION:

Examples of appropriate dress for male employees include:

- Suits, sport coats, dress or casual slacks, dress shirts, polo shirts, ties, and sweaters.
- Ties are not required on a daily basis. Ties should be worn when the employee is meeting with representatives from other companies, dignitaries, or for any other formal dress purpose.
- Footwear should be in good repair and polished. Dress, casual, or cowboy boots are acceptable.
- Hair should be clean and well kept. Facial hair should be neatly trimmed.
- Hats shall not be worn by office, clerical, or reception employees.

Examples of appropriate dress for female employees include:

- Dresses, skirts, casual or dress slacks, sweaters, blouses, polo shirts, and jackets.
- Dresses, skirts, dressy or business capris and full skirts may not be more than two inches above the knee.
- Casual or dress shoes should be kept clean and well maintained.
- Footwear should be in good repair and polished.
- Hair should be clean and well kept.

Examples of Inappropriate Dress include:

- Jerseys, shorts, sweat suits, leggings, cotton or denim capris, mini-skirts, halter styled tops or dresses, tube tops, tops with spaghetti straps, exceptionally tight, low-cut or revealing clothing are not appropriate for the workplace.
- "Flip-flops" are not appropriate footwear.
- Accessories and cosmetics should be worn conservatively,

- Body piercing other than traditional earrings should not be visible while at work.

Exceptions - Fieldwork

- If approved by the Department Director, employees who are required to work out-~~of~~-doors during the summer months are allowed to wear shorts-clean, in good taste (no short-shorts or cut-offs) and appropriate t-shirts (along with their City identification) or t-shirt bearing the City of Grand Island logo.
- Employees who are required to work out-~~of~~-doors during the winter months should wear appropriate footwear, including boots, and/or overshoes.

Casual Day Wear:

The City Administrator may designate a day that employees can dress in casual attire.

- Jeans and capris (denim or other colored) that are clean, not tight or loose, not-faded, stained, torn, ripped, or frayed may be worn on days designated by the City Administrator with sweaters, jackets, or City of Grand Island logo attire.
- Holiday/seasonal sweatshirts/shirts or team wear sweatshirts/shirts will be allowed on certain casual days as approved by the City Administrator.

Department Directors and Supervisors are responsible for ensuring that staff meets the dress code as stipulated. Staff wearing inappropriate clothing will be required to leave work and change into appropriate attire without compensation.

Sec. 2.05 TOBACCO USAGE

Tobacco use is prohibited by all persons in any city facility or vehicle. This policy does not prohibit tobacco use in designated outdoor areas.

A. Definitions:

1. City facility shall mean:
 - a. Any indoor office, work area, or location used by the general public or serving as a place of work for City employees that is owned, leased, or rented and under the day-to-day control of the City of Grand Island.
2. Tobacco use shall mean carrying a lighted cigar, cigarette, pipe, or any other tobacco substance, including e-cigarettes.

3. Vehicle shall mean any self-propelled conveyance designed for use upon City streets that is owned, leased, or rented by the City of Grand Island.

B. Enforcement

Department heads shall ensure that the supervisor in charge of such City facility or vehicle shall make reasonable efforts to prevent tobacco use in the City facility or vehicle by:

1. Posting appropriate signs.
2. Asking tobacco users to refrain from using tobacco in the tobacco-free area, citing Nebraska Clean Indoor Air Act and this City policy.
3. Taking any other appropriate means, including disciplinary action for City employees pursuant to appropriate union contract or Personnel Rules and Regulations.

C. Complaints:

Persons observing a violation of this policy should bring it to attention of their supervisor.

Sec. 2.06 COMMUNITY LEAVE BANK

The Community Leave ~~B~~bank (CLB) is to provide a means for City employees to give accrued vacation leave ~~, or~~ annual personal leave, convenience day or medical leave to another City of Grand Island employee who, because of the employee's unexpected or unplanned medical emergency, does not have sufficient paid leave to be away from the job for the period necessary to recuperate or recover.

Conditions for use:

The following conditions must be met by the donating employee wishing to give accrued ~~vacation time or annual~~ leave to another employee:

- The employee is in compliance with the Personnel Rules regarding vacation usage (i.e. ~~has taken five (5) consecutive days of vacation the previous year and the employee~~ has sufficient accrued vacation time left to comply with the Personnel Rules during the year in question).
- The employee receives the approval of his/her Department Director.

- ~~Only~~ Vacation, or personal, convenience or medical time may be donated. Employees donating medical leave must have 1,000 medical leave hours available before donating.

The following conditions must be met by the employee receiving ~~vacation~~ time from another employee:

- The receiving employee has used all available paid leave.
- The employee has not elected to buy down more than forty (40) hours of vacation in the Vacation Buy Down program during the current fiscal year.
- The receiving employee must be experiencing an unforeseen situation of extreme or emergency proportions. Routine illness, pregnancies, etc., do not qualify.
- The receiving employee shows intent to return to duty following the leave.
- The receiving employee obtains the approval of his/her Department Director.

The employee's absence does not exceed twelve (12) weeks total, consecutive or intermittent, including all paid, unpaid, and donated times, unless expressly approved by the Department Director.

Procedure:

An employee wishing to donate accrued vacation, ~~or~~ annual personal, convenience or medical leave to another employee shall submit his/her request through the Human Resources Director. All such donations shall remain confidential at the request of the donating employee and/or the receiving employee. The Human Resources Director shall review the request and ensure compliance by both employees with the conditions set forth above.

The Human Resources Director will notify the employee involved of the decision. Use of time given or received through this policy shall be recorded ~~on~~ absence reports.

CHAPTER THREE OPERATIONS

Sec. 3.01 CORRECTIVE AND DISCIPLINARY ACTIONS

A. Employees are expected to act in a mature and professional manner while performing services for the City of Grand Island. Below is a partial list of behaviors that an employee may be disciplined for. Depending on the severity of the infraction, an employee may be subject to discipline up to and including termination. The following is a list, not all-inclusive, providing examples of unacceptable conduct:

1. Failure to observe safety rules and regulations.
2. Failure to report to work at the appointed time or place, or for departing prior to the designated time, including abuse of rest periods.
3. Solicitation, or distribution or display of, unauthorized literature while on City time.
4. Operating a personal business while on City time.
5. Intimidation or coercion.
6. Abuse or waste of City equipment, tools, or material.
7. Using abusive language or making false or malicious statements concerning any employee, the City, or its services.
8. Horseplay, loafing, or sleeping on the job.
9. Unauthorized posting, removing, or altering of bulletin board notices.
10. Violation of City, Department, or Division written or verbal policies or procedures.
11. Unauthorized use or release of confidential, sensitive or privileged information.
12. Intentional unavailability for or refusal to work over-time or respond to emergency call-out.
13. Abuse of medical leave or other paid leaves.
14. Conduct unbecoming a City employee.

B. An employee may be discharged, even for a first offense, for the following violations. This list is representative of dischargeable behaviors but is not all-inclusive.

1. Insubordination.
2. Theft of public or private property.
3. Misappropriation of public property.
4. Unlawful harassment.
5. Consumption or possession of alcohol or non-prescribed drugs on City time or property.
6. Being under the influence of alcohol or non-prescribed drugs while in the workplace.
7. Gambling or fighting on City time or property.
8. Conviction of a felony.
9. Abusive, offensive, or obscene language or conduct towards the public, City officials, or employees.
10. Demeaning, disruptive, or uncooperative conduct in the workplace.
11. Intentional or negligent damage or destruction of private or public property.
12. Fraud, falsification, or deceit in the conduct of City business.
13. Incompetence or unsatisfactory performance.
14. Unauthorized possession or use of firearms, knives, concealed weapons or hazardous materials on City time or property.
15. Work disruption or stoppage, strike, or other forms of job action or withholding of services.
16. Acts or threats of physical violence directed towards City officials or employees.
17. Accepting and/or soliciting favors, gifts, services, or bribes in the conduct of City business.

18. Conduct unbecoming a City employee or tending to discredit or impair the duties and the responsibilities of the employee's position.

19. Violation of the "Employment of Relatives" Policy.

20. Failure to maintain licensure required to perform job duties.

~~20-21.~~ Payroll fraud including clocking in/out for another employee and falsification of payroll records.

22. Failure to maintain auto insurability as determined by the City's insurance carrier for positions that require driving.

C. Any employee arrested or convicted of any offense other than a minor traffic violation must report the incident to his/her supervisor. Failure to report such matters can result in discipline, up to and including termination.

Sec. 3.02 DISCIPLINE AND APPEAL PROCEDURE

A. General Statement

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. Except in the case of a Written Reprimand I and Written Reprimand II, such system shall include an appeal procedure to assure the equitable and consistent application of discipline.

Discipline may begin with the least severe, appropriate disciplinary action and progress, if necessary, to more severe actions. The severity of the incident may warrant any level of initial disciplinary action, so as to be appropriate for the offense.

B. Progressive Discipline

Progressive discipline is the successive application of increasingly severe disciplinary actions. These actions, in order of severity, are Written Reprimand I, Written Reprimand II, probationary status, suspension, suspension and demotion, and discharge.

C. Written Reprimand I

A Written Reprimand I must be imposed by the employee's immediate supervisor for minor violations or incidents. The reprimand must inform the employee of the violation or incident, the required corrective ~~action~~ action, and the consequences of a reoccurrence of the violation or incident.

A copy of the Written Reprimand I must be delivered to the employee and the Human Resources Department by the immediate supervisor. The immediate supervisor must retain a copy of the Written Reprimand I in departmental records. A Written Reprimand I shall be placed in the employee's personnel file.

D. Written Reprimand II

A Written Reprimand II may be imposed by a Department Director, the City Administrator, or the Mayor for repeated minor violations or incidents, or for a violation or incident of a more serious nature. The Written Reprimand II must inform the employee of the violation or incident, the required corrective action, and the consequences of a reoccurrence of the violation or incident. Copies of the Written Reprimand II must be delivered to the employee and the Human Resources Department for placement in the employee's personnel file.

E. Probationary Status

An employee can be put into a probationary status if his/her conduct is deemed unacceptable by the supervisor and/or Director and approved by the Director. During the probationary period the employee's performance and compliance with company rules and standards will be closely supervised. If at any time during the probationary period the employee's performance is unsatisfactory or the employee has failed to comply with company rules, they will be subject to immediate termination.

F. Suspension and Demotion

A suspension is a period of time where the employee is removed from the workplace without pay. Suspension is normally imposed for a disciplinary or dischargeable offense or for an employee's failure to take corrective action in response to a Written Reprimand I or II. A suspension may be imposed as initial discipline for a violation or incident of a serious nature.

A demotion is a change in status to a position subordinate to that held by an employee prior to imposition of discipline and may be imposed by the Department Director, the City Administrator, or Mayor in conjunction with a suspension for a violation or incident of a serious nature.

For non-exempt employees ~~under the Fair Labor Standards Act (FLSA)~~, a suspension, not to exceed five (5) working days, may be imposed by the Department Director, the City Administrator, or the Mayor. For exempt employees ~~under the FLSA~~, any suspension must be made in full day increments for a period of at least one workweek.

Prior to imposition of suspension and/or demotion as a disciplinary action, a written notice of suspension and/or demotion shall be prepared and signed by the Department Director, the City Administrator, or the Mayor. The notice of suspension and/or demotion must inform the employee of the following:

- a. A statement of the violation(s) or incident(s)
- b. A brief explanation of the evidence underlying the violation(s) or incident(s)
- c. The discipline to be imposed
- d. Any required corrective action by the employee
- e. The consequences of a reoccurrence of the violations(s) or incident(s)
- f. The employee's right to request an appeal hearing before the Mayor

A copy of the notice of suspension and/or demotion shall be delivered to the employee, either personally or by delivery to the employee's last known place of residence at least seventy-two (72) hours, excluding Saturday, Sunday, and holidays, prior to imposition of the disciplinary action. At the discretion of the person issuing the notice of suspension and/or demotion, the employee may be suspended with pay immediately upon delivery of the notice pending implementation of the disciplinary action. A copy of the notice of suspension and/or demotion must be delivered to the Human Resources Department for placement in the employee's personnel file.

A proposed suspension (and demotion) may be appealed pursuant to the procedure set out hereafter.

G. Discharge

A discharge may be imposed by the ~~Mayor~~ Department Director or City Administrator for an employee's failure to correct his/her workplace conduct in response to a suspension. A discharge may also be imposed as initial discipline for a violation or incident of a serious nature.

Prior to imposition of discharge as a disciplinary action, a written notice of discharge shall be prepared and signed by the Department Director, ~~or the City Administrator, or the Mayor~~. The notice of discharge must inform the employee of the following:

- a. A statement of the violation(s) or incident(s)
- b. A brief explanation of the evidence underlying the violation(s) or incident(s)
- c. A statement that discharge is to be imposed
- d. The employee's right to request an appeal hearing before the Mayor

A copy of the notice of discharge shall be delivered to the employee, either personally or by delivery to the employee's last known place of residence at least seventy-two (72) hours, excluding Saturday, Sunday, and holidays, prior to imposition of the disciplinary action. The employee shall be suspended with pay immediately upon delivery of the notice of discharge pending implementation of the disciplinary action or a final determination by the Mayor on the proposed disciplinary action following an appeal hearing. A copy of the notice of discharge must be delivered to the Human Resources Department for placement in the employee's personnel file.

A proposed discharge may be appealed pursuant to the procedures set out hereafter.

H. Appeal Procedure

A regular status, non-introductory employee may appeal a suspension, a suspension and demotion, or a discharge in accordance with the following procedure:

- a. Following delivery of a notice of suspension (and demotion), or notice of discharge, the employee shall have seventy-two (72) hours, excluding Saturday, Sunday, and holidays, to request an appeal hearing before the Mayor. Such request shall be in writing and delivered to the office of the Mayor at City Hall.
- b. Upon receipt of a request for an appeal hearing, the Mayor shall within five (5) working calendar days excluding Saturday, Sunday, and observed holidays as described in Section 4.02 cause to be set a time and place for the appeal hearing and written notification thereof shall be provided to the employee, the Human Resources Director, and City Attorney. The appeal hearing shall be held within fifteen (15) working-calendar days excluding Saturday, Sunday, and observed holidays as described in Section 4.02 after receipt of the request for hearing. The appeal hearing shall be conducted informally and recorded electronically.
- c. At the hearing, the City Attorney, Department Director, and/or City Administrator shall present oral or written statements, reports, and documents supporting the disciplinary action.
- d. The accused employee, the employee's representative and attorney, or other person on the employee's behalf, may present oral or written statements, reports and documents in response to the proposed disciplinary action.

- e. Each side shall be limited to a total time for making their respective presentations of one (1) hour or less. The Mayor upon good cause shown may extend the time for presentation.
- f. Upon conclusion of the appeal hearing, the Mayor shall make a determination in writing to dismiss, modify, or impose the proposed disciplinary action. The proceedings before the Mayor at the appeal hearing shall constitute the sole basis on which the Mayor's determination shall be based. Modification may include any lesser disciplinary action than that which was proposed, including Written Reprimand II, reduction in pay, demotion, or change in the terms of suspension and/or demotion and may provide for a period of probation, counseling, treatment, or other corrective actions on the part of the employee.

A copy of the Mayor's written determination shall be delivered to the employee, either personally or by delivery to the employee's last known place of residence. A copy of the Mayor's written determination shall be delivered to the City Administrator, City Attorney, and the Human Resources Director. The Human Resources Department shall place a copy of the Mayor's written determination in the employee's personnel file.

~~Should the employee be dissatisfied with the Mayor's determination, the employee may appeal to the District Court of Hall County, Nebraska, in accordance with the procedures provided by the statutes of the State of Nebraska. The filing of a petition in error by the employee or the service of summons upon the City shall not stay enforcement of a disciplinary action. The City may do so voluntarily, or the City may comply with such stay as is ordered by the District Court of Hall County. the employee may have certain rights under Nebraska law to obtain judicial review of the decision.- The filing of an action for judicial review will not automatically stay enforcement of the disciplinary action.~~

Sec. 3.03 EMPLOYEE GRIEVANCES

The following is the grievance procedure for employees of the City of Grand Island, except those that are members of a recognized bargaining unit. Members of bargaining units shall use the grievance procedures provided in their respective labor agreements.

Each employee may present a grievance to their immediate supervisor who will respond in writing within five (5) working-calendar days excluding Saturday, Sunday, and observed holidays as described in Section 4.02. Written notification of this grievance will be forwarded to the Human Resources Director, Department Director, and City Administrator.

If the person is not satisfied with the decision of their immediate supervisor, they may present the grievance to the Department Director who will notify the Human Resources Director and City Administrator. The Department Director will, with the advice and consent of the City Administrator, respond in writing within five (5) working days.

In the event that the person is not satisfied with the decision of the Department Director, they may notify the Human Resources Director in writing within five (5) working days. The Human Resources Director will investigate the grievance and forward the results to the grievant, the City Administrator, and the Mayor. The Mayor may conduct a review of the record and notify the grievant of the Mayor's decision.

The following are the prerogative of management and are not subject to the grievance process. Except where limited by provisions elsewhere in these rules, nothing in the rules shall be construed to restrict, limit, or impair the rights, powers, and the authority of the City as granted to it under the laws of the State of Nebraska and City ordinances. These rights, powers, and authority include but are not limited to the following:

- Discipline or discharge for just cause arising under the City Personnel Rules and Regulations.
- Direct the work force.
- Hire, assign, or transfer employees.
- Determine the mission of the City.
- Determine the methods, means, and/or number of personnel needed to carry out the City's mission.
- Introduce new or improved methods or facilities.
- Change existing methods or facilities.
- Relieve employees because of lack of work.
- Contract out for goods or services.
- The right to classify jobs and allocate individual employees to appropriate classifications based upon duty assignments.

Sec. 3.04 RESIGNATIONS, RETIREMENTS, AND LAYOFFS

RESIGNATIONS: To resign in good standing, an employee must give the Department Director written notice at least fourteen (14) calendar days prior to separation, unless the Department Director agrees to permit a shorter period. The employee must be in an active pay status on his/her final day of employment (i.e. cannot “vacation out”).

RETIREMENT: An employee may, but is not required to, retire on the first day of the month following his/her 65th birthday. Uniformed members of the Police and Fire Divisions shall be retired in accordance with the provisions of State Statutes covering retirement of these classifications.

Retired employees, except police officers and firefighters, shall, when eligible, receive a retirement distribution as allowed under plan document rules. Police officers and firefighters, when eligible, shall receive a pension as provided for by State statutes.

The Mayor may, at his/her discretion, grant an early retirement option under the general employee retirement savings plan upon the request of an employee. The employee must be at least fifty-five (55) years of age and must have at least ten (10) years of participation in the employee retirement savings plan.

REDUCTION IN FORCE: Whenever it is determined to be in the best interest of the City to reduce its workforce, the Director of the affected department, the Mayor, or City Administrator will recommend the implementation of the reduction.

Factors that will be taken into consideration shall include, but are not limited to:

- The employment policies and staffing needs of the department, together with contracts, ordinances, and statutes related thereto and budgetary considerations
- Required federal, state, or local certifications or licenses;
- Seniority;
- The performance appraisal of the employees affected, including any recent or pending disciplinary actions;
- The knowledge, skills and abilities of the employee;
- The multiple job skills recently or currently being performed by the employee;

Upon the receipt of the recommendation, a determination will be made as to the classifications to be affected by a reduction in force and the number of employees

to be laid off. A determination as to whether any employees within a job classification should be exempted from consideration due to the existence of a required federal, state, or local certification, or license will also be made at this time.

RECALL: Employees laid off under this reduction in force policy shall be eligible for recall for a period of two (2) years after layoff. If, within two (2) years after layoff, a new position is opened within the reduced job classification for the department, the employee shall be recalled in the reverse order of layoff. After two (2) years, the employee will have no preference for rehire.

CONSIDERATION GIVEN FOR RELEASE OF ALL CLAIMS AGAINST THE CITY: Employees with one to four (1 – 4) years of continuous employment with the City whose employment is terminated by a reduction in force will be entitled to consideration equal to one (1) month's pay. Employees with five (5) or more years of service will receive one (1) month's pay plus one (1) week for each additional year of service with a maximum payout of twelve (12) weeks. Employees who retire or are terminated through disciplinary action will not receive this consideration. The Mayor may grant consideration in resignation cases when deemed appropriate. The Mayor may grant consideration greater than one (1) month's pay upon a determination that such action is in the best interest of the City.

FURLOUGH: When it is determined necessary to reduce payroll expenses, employees may be required to participate in furloughs or a reduction in hours worked. The employee's health insurance and other benefits will not be affected as long as the furlough is temporary in nature and does not result in the employee's hours dropping below thirty-five (35) hours per week average on an annual basis.

Sec. 3.05 USE OF CITY PROPERTY AND EQUIPMENT

Property and equipment that is provided by the City to carry out the duties of day to day business is to be used in the way that it is intended. Personal use of City property and equipment including computers and Internet service is prohibited.

Sec. 3.06 CITY GOVERNMENT COMPUTER NETWORK

All employees of the City of Grand Island are expected to comply with the City Government Computer Network Policy, which is available on the City's Performance Pro website.

Sec. 3.07 TELEPHONE USAGE

Personal long distance telephone calls on landlines are prohibited when charged to the City of Grand Island.

An allowance is made for telephone calls charged to their parties, such as:

1. Calling card
2. Charged to your home phone
3. Collect call

The telephone calls authorized by this allowance are still restricted by departmental policies. Personal directory assistance calls are allowed when charged to the employee's personal calling card.

Cellular phones may be used in a manner that is not disruptive in the workplace.

Sec. 3.08 POLITICAL ACTIVITY

~~City employees may not interfere or use the influence of their office for political reasons. They shall not participate in any political activity during normal working hours or when otherwise engaged in the performance of official duties. No employee shall engage in any political activity while wearing a uniform required by the City. An employee may not represent themselves as an employee of the City while being involved in an outside political activity.~~

~~Employees in certain departments will be additionally restricted due to funding of that department through state and federal funds. Employees are urged to contact their Department Director to determine the degree of political involvement allowed. Employees may not be dismissed or disciplined because they refuse to make a contribution to a political organization.~~

~~An employee may engage in any political activities except that an employee may not:~~

~~(Aa) Participate in political activities while on City time or while performing official City duties;~~

~~(Bb) Engage in political activity while wearing a uniform required by the City; or~~

~~(Cc) Use or authorize the use of City personnel, property, resources or funds for campaign purposes, unless otherwise permitted by law.~~

~~An employee whose position is funded with federal money and is covered by the federal Hatch Act is barred from being a candidate for a partisan office. For employees covered by these rules and also covered by the Hatch Act, the federal agency responsible for administering the Hatch Act should be consulted for specific restrictions on these employees. The agency responsible for administering and investigating violations of the Hatch Act is the Office of Special Counsel.~~

~~For political activities during normally scheduled work hours, the employee needs to arrange for leave (vacation, leave without pay, etc.) to cover the period of absence.~~

~~If an employee is elected to office and such office presents a conflict of interest with the employee's job or interferes with the employee's scheduled work hours, the City has authority to change the terms and conditions of employment, up to and including, termination of employment.~~

~~City employees may not be a candidate or be elected to the office of Mayor or City Council while employed.~~

Sec. 3.09 EMPLOYEE ORGANIZATIONS

City employees have the right to choose whether they wish to belong to employee organizations. No employee may be reprimanded, threatened, or discriminated against because the employee elects to join or refrain from belonging to an employee organization.

Sec. 3.10 SAFETY AND RISK MANAGEMENT

It is the goal of the City of Grand Island to provide a safe and healthful workplace for all employees. The City's policy is aimed at minimizing exposure to health or safety risks of employees and visitors at the City's facilities.

In order to accomplish this, each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to their supervisor. Employees that violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their supervisor. Such reports are necessary to comply with laws and initiate worker's compensation benefits.

The City has safety committees comprised of employees and management to help ensure a safe and healthful workplace. In addition to departmental safety committees, the City shall maintain a Risk Management Committee that is comprised of members that represent and act as liaisons between the different departments of the City. This committee is responsible for the coordination of all citywide safety activities, analysis of citywide accident trends, and recommending procedures that may improve safety in the departments.

Sec. 3.11 WORKER'S COMPENSATION

The City of Grand Island will comply fully with the Worker's Compensation Program that has been established under State statute.

When accidents occur at work, they must be reported immediately to the supervisor and the appropriate paperwork filled out at that time and sent in to the office. A supervisor must have prior knowledge and approve a doctor's visit. A doctor's report may be required to substantiate the injury.

The City may provide light duty work when possible for a defined period of time for employees that are injured due to a work related situation.

Leave taken in conjunction with worker's compensation injuries will be counted as part of the employee's 12 week FMLA entitlement.

Sec. 3.12 RESIDENCY

All Department Directors are required to reside within twelve (12) miles of the City limits. All Emergency Management employees are required to reside within a ~~twenty~~ ²⁴ ~~forty~~-five (245) mile radius of the City of Grand Island. All Utilities Department employees are required to reside within the residency boundaries of the department. Residency for police and fire employees are established by contracts.

Employees that drive City vehicles home and senior management personnel need to check their department's Standard Operating Procedures in reference to residency requirements.

Employees subject to particular residency requirements will establish residency in compliance with that requirement within six (6) months after the calendar day of the start of employment in the City position subject to that residency requirement and will maintain such residency during the term of employment. For purposes of these Personnel Rules and Regulations, residency will mean the employee's domicile.

Sec. 3.13 EMPLOYMENT OF RELATIVES

Public trust, safety, and City morale require that the City maintain a policy that ensures a sense of fairness to the general public as well as internal employees when it comes to the relationships of its employees. In order to promote the efficient operation of the City and to avoid the formation of cliques, claims of sexual harassment, or gender-based discrimination and the blurring of professional and personal responsibilities, the following policy describes the rules for workplace relationships.

Regular status employees who are members of the same family are eligible for City employment provided that they are not in the same supervisory chain of command. No relative shall work within the same shift or station of the City, nor shall any relative work within any supervisory capacity of another relative on a daily basis. They may, however, be employed in different divisions of the same department or in different departments. For purposes of defining this policy, family members shall include; spouse, children, stepchildren, parents, grandparents, siblings, and in-laws of the same relation.

In addition to family relationships, and for the same reasons mentioned above, employees involved in romantic and/or sexual relationships or dating must also observe the chain of command rules mentioned above.

Employees must notify the City if they are in violation of this policy. If the City cannot accommodate a transfer request and one of the employees affected does not voluntarily resign to correct the violation, the employee with the least amount of seniority with the City will be asked to resign or be terminated.

Sec. 3.14 OUTSIDE EMPLOYMENT

Employees may hold other employment outside of City employment with prior approval from their Director as long as it does not interfere with the duties of the City job and does not conflict with the interests of the City.

Sec. 3.15 REIMBURSABLE BUSINESS TRAVEL EXPENSES

The City will follow the provisions of [City Code 27-62 Ordinance 7978](#), as updated; commonly known as the “Miscellaneous Expenditures Act” in determining reimbursable expenses, which is available on the City’s Performance Pro website.

Sec. 3.16 ALLOWABLE INTERVIEW AND RELOCATION EXPENSES

After advance approval has been received by the Mayor, interview and relocation expenses shall be paid by the City of Grand Island for the recruitment of personnel.

Interview expenses, including meals, overnight accommodations, and transportation shall be provided.

Reasonable relocation expenses may be provided to new personnel for moving. Relocation expenses shall be based on actual expenses documented by itemized expense claims. Expenses related to the spouse for relocation may be permitted. Under certain circumstances, approved by the Mayor, the City of Grand Island may pay for moving expenses up to the actual amount paid.

The new employee, by this policy, is provided some discretion in the use of the relocation allocation.

Sec. 3.17 FAMILY and MEDICAL LEAVE ACT

This policy establishes the rights and obligations of the City of Grand Island and its employees with respect to leave necessary for medical care of employees and their families pursuant to the Family and Medical Leave Act more commonly referred to as FMLA.

An employee must be employed by the City for at least twelve (12) months [the twelve (12) months need not be consecutive] to be eligible to receive leave under this policy. Additionally, the employee must have worked at least 1,250 hours in the year preceding the date the employee seeks to start the leave.

Eligible employees are entitled to take up to twelve (12) weeks of unpaid leave during a twelve (12)-month period for the following purposes:

- Childbirth, adoption or placement of a foster child within the first twelve (12) months after birth or placement
- To care for a child, spouse, or parent with a serious health condition
- One's own serious health condition that make the employee unable to perform the functions of his/her position
- If the employee experiences a qualifying exigency that arises out of the fact that a spouse, parent, or child has been called to or is on active duty as a member of the National Guard or military reserves.

A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider. The City will observe a rolling twelve (12)-month period for purposes of tracking leave.

NOTICE OF LEAVE: When requesting leave, the employee must:

- Supply sufficient information for the City to be aware that the FMLA may apply to the leave request, as well as information regarding the anticipated timing and duration of leave;
- Provide the notice of the need for leave at least thirty (30) days in advance or as soon as practicable;
- Cooperate with all requests for information regarding whether absences are FMLA-qualifying. Failure to comply may result in leave being delayed or denied.

MEDICAL AND OTHER CERTIFICATIONS: Employees requesting family leave related to the serious health condition of themselves or a child, spouse, parent, or military caregiver leave will be required to submit a health care provider's statement verifying the need for such leave, the beginning and ending dates, and the estimated time required. Failure to provide required certifications may result in the denial of the leave or request for leave on an intermittent basis.

The City, at its expense, may require a medical examination by a health care provider of its own choosing if it has a reasonable question regarding the medical certification provided by the employee. In lieu of a second opinion, the City may contact the health care provider directly to clarify or authenticate a medical certification, including certifications for military caregiver leave. Second opinions may not be required for military caregiver leave.

Separate certification may also be required regarding the nature of the family member's military service and/or the existence of a qualifying exigency.

When both spouses are employed by the City, they are jointly entitled to a combined total of twelve (12) weeks of leave if the leave is for the birth, adoption, or placement of a foster child or to care for a parent with a serious health condition.

Each spouse is entitled to twelve (12) weeks of leave if the leave is due to his/her own serious health condition or to care for a son, daughter, or spouse with a serious health condition.

MILITARY CAREGIVER LEAVE: An employee who is the spouse, parent, child, or next of kin of a current member of the armed forces who was injured while on active duty may be eligible for up to twenty-six (26) weeks of FMLA leave in a twelve (12)-month period.

When both spouses are employed by the City, they are jointly entitled to a combined total of twenty-six (26) weeks of leave in a twelve (12)-month period, including the types of aforementioned leave listed.

CONCURRENT LEAVE: An eligible employee that is taking FMLA leave is required to use all accrued medical leave before going on unpaid status. The employee may choose, but is not required, to use accrued vacation and annual personal leave prior to taking leave on unpaid status. Leave taken in conjunction with worker's compensation injuries will be counted as part of the employee's twelve (12) week FMLA entitlement.

INTERMITTENT LEAVE: When medically necessary, employees may take FMLA intermittently or on a reduced schedule basis for their own serious health condition, the serious health condition of a family member, or for military caregiver leave. Employees are required to cooperate with the City to arrange reduced work schedules or intermittent leave so as to minimize disruption of business operations.

Qualifying exigency leave may be taken intermittently without regard to medical necessity or disruption of business operations.

Leave because of the birth or adoption of a child may not be taken intermittently and must be completed within the twelve (12)-month period beginning on the date of birth or placement of the child.

BENEFITS WHILE ON LEAVE: During any period of leave under this policy, an employee's group health insurance coverage will be maintained at the same level and under the same conditions as before the leave began. Employees who normally made a contribution toward their health insurance coverage must continue to do so. If the employee has leave banks accrued and is using them, the employee's contribution will be collected in the same manner as if the employee were reporting to work. However, if the employee's leave banks have been exhausted, the employee must arrange with the Finance Department prior to the start of their leave, for the payment of the employee's share of the premiums and other voluntary deductions to be made during their absence. Once an employee has exhausted all leave banks, they will not accrue any other benefits. This includes vacation time, medical leave time, holidays, ~~and~~ annual personal leave, and VEBA.

RETURN TO DUTY: An employee who has taken leave for his/her own serious health condition will be required to present certification of fitness for duty from a health care provider prior to returning to work. Failure to provide certification may cause denial of reinstatement.

Upon return to duty, an employee is entitled to restoration of the former position or an equivalent position with equivalent pay and benefits.

Sec. 3.18 CITY HALL CLOSURE

When the decision to close City Hall has been determined during regular business hours (8:00 a.m. – 5:00 p.m.) a citywide notice will be sent notifying employees of the closure as well as an announcement made over the City Hall intercom.

During regular business hours as well as after hours (5:00 p.m. – 8:00 a.m.) employees have the opportunity to call 385-5444 Ext. 511 and a message of the closure will be recorded by the City Administrator. This message only applies for the date stated within the message.

- The written and verbal announcement for closure during regular business hours will be as follows (and sent to Department Directors prior to the closure release to give the Director an opportunity to notify emergency and essential personnel within their department):

Due to the (condition of closure) City Hall will be closing today at (time) and will reopen tomorrow for regular business hours. Personnel that are not essential during (condition of closure), as determined by your Department Director, will make arrangements to leave City Hall at the determined closing time. Employees are encouraged to consider their own safety when deciding whether to travel to and from work. A message will be left at 385-5444 Ext 511 if the closure of City Hall is determined for tomorrow.

- The verbal announcement of City Hall closure after hours for the prior business day will be recorded as follows:

Due to the (conditions of closure) today (state date) City Hall will be closed and will reopen tomorrow (state date) for regular business hours. All personnel determined essential by the Department Directors will report to work.

The Department Director will determine who is essential and who is not and will confirm this decision within the employee's job description or verbally during the event.

The employees' pay will be handled in the following manner:

- If City Hall is closed on the employee’s regularly scheduled work day, the employee is paid regular pay for his/her scheduled hours for that day. If City Hall is open for any part of the day and the employee chooses not to come in, the employee will use vacation or personal time.
- If the employee had already scheduled the day off, they will use the leave hours they already requested. (i.e. vacation, funeral, etc.).

Sec. 3.19 POSITION CLASSIFICATION

The Human Resources Department will be responsible for the maintenance of a classification plan based on an analysis of duties of each position in the City. Written specifications, also known as job descriptions, will be approved by the City Administrator. Each description will define the class, summarize the duties to be performed, and establish the minimum standards of experience and qualifications required for appointment. Duties described in the job description may not be all-inclusive and do not restrict the assignment of other duties.

Each Department Director is responsible for the assignment of duties, location of work, tools and equipment furnished, work schedule, and working conditions. Directors may request a classification review of any position in his/her department at any time.

With the approval of the Department Director an employee may request a classification review of his/her own position at any time, provided the position has not been reviewed within the last six (6) months. Such requests will be submitted to the Human Resources Director in writing through the Department Director.

Sec. 3.20 EMPLOYMENT CATEGORIES

Each employee is employed in a classification that is considered either “exempt” or “non-exempt”. Non-exempt employees are entitled to overtime pay under the Fair Labor Standards Act for hours worked over forty (40) in the same workweek. Exempt employees are not entitled to such overtime pay. In addition to these distinctions, each employee will also fall into one of the following employment categories:

TEMPORARY employees are those who are hired as interim replacements to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. While temporary employees receive all legally mandated benefits, such as worker’s compensation and social security, they are not eligible for any other benefit programs offered by the City of Grand Island.

SEASONAL employees are those who are hired to temporarily supplement the work force for a specific season, e.g. aquatics, summer parks programs, mowing, etc. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. While seasonal employees receive all legally mandated benefits, such as worker's compensation and social security, they are not eligible for any other benefit programs offered by the City of Grand Island.

REGULAR PART-TIME employees are those that work less than forty (40) hours per week and are not seasonal, temporary or in their introductory period. Employees that work thirty (30) hours per week or more are eligible for single coverage health insurance benefits. Employees that work less than thirty (30) hours per week will not be eligible to take part in the City's health plan. Benefits for regular part-time employees, who work at least thirty (30) hours per week, are prorated based on their average hours of work during the year.

REGULAR FULL-TIME employees are those who are not in a temporary, introductory, or part-time status and who are regularly scheduled to work a full-time schedule with the City. These employees are eligible for the City's benefits program.

Sec. 3.21 INTRODUCTORY PERIOD

All employees, other than temporary or seasonal, shall normally serve an introductory period as determined by the department that shall not be less than six (6) months. The introductory period is an essential part of the employment selection process. It gives the City and the employee the opportunity to make sure the job is a good fit. An employee's performance that does not meet required standards may be terminated without recourse within the introductory period. When it is determined that the services of the employee have not been acceptable, the Department Director shall notify the employee in writing of the date that the termination will be in effect. A performance report, together with a copy of the termination shall be forwarded to the Human Resources Department and City Administrator for approval.

A newly hired employee will accrue vacation during the introductory period, but it will not be considered "earned" until the introductory period is successfully completed. An employee that leaves the City's employ during the introductory period will not be compensated for the accrued vacation.

A performance evaluation and change of status form that requests the employee be removed from the introductory status will signify successful completion of the introductory period. The Department Director may extend the introductory period upon written notification to the employee and the Human Resources Director.

While serving the introductory period, an employee may be appointed or promoted to a position in a different class. When this occurs, the employee will begin a new

introductory period for the position to which he/she has been appointed or promoted. The same is true for employees that request reassignment into a different position. ~~Vacation will accrue based on total years of service with the City.~~

~~An employee may also serve additional introductory periods in the case of a promotion. When promoted, an employee will serve an introductory period that resembles that required for the original appointment.~~

Sec. 3.22 REGULAR STATUS

Once an employee successfully completes his/her introductory period, the employee is then appointed to regular status.

Upon appointment to regular status, an employee will receive the following vacation time:

1. Upon completion of the six (6) month introductory period – five (5) days
2. Upon completion of a one (1) year period – an additional five (5) days

Regular status employees will then begin accruing vacation leave and be eligible to use accrued vacation at the rate established by these rules.

Sec. 3.23 HOURS OF WORK

The forty (40) hour workweek shall be the standard workweek unless otherwise provided. All employees may be required to work over forty (40) hours per week. Employees in non-exempt classifications shall be compensated at a rate of time and one half of their regular rate of pay for all hours worked over forty (40) in the work week. Exempt employees are not eligible for overtime for hours worked in excess of forty (40) during the workweek. For purposes of calculating overtime, hours worked shall include actual hours worked and shall include vacation and holidays. ~~Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime.~~ Overtime shall not be paid more than once for the same hours worked.

Department Directors may establish work periods and hours of work, which differ from the standard to meet special department needs or workloads with the approval of the City Administrator.

COMPENSATORY TIME: A non-exempt exempt 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 eighty (80) hours of compensatory time (53.33 hours of actual time worked). The compensatory time off shall be taken at a time mutually agreed upon by the employee and 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.

~~Compensatory time may be taken in lieu of time and half pay for overtime worked if approved by the Department Director. Each hour of overtime worked will be credited at one and one-half (1-1/2) hours of time that can be taken off at a later date. The use of Compensatory time must be permitted by the Department policies and meet the Department's needs. These hours must be recorded in the payroll system at the time of accrual and use.~~

~~When allowed by the Department Director, an employee may accrue no more than sixty (60) hours of compensatory time in a calendar year. Any exceptions to this provision must have the written authorization of the Human Resources Director.~~

LUNCH PERIODS: Lunch periods may be established in one (1) hour or one half (1/2) hour increments. In the event that the employee is required to work through the lunch period or have lunch at their desk, the time will be added to the hours worked for the day.

REST PERIODS: Rest periods, more commonly referred to as "breaks" may be taken in fifteen (15) minute increments during each half workday when possible. No more than one (1) break per half workday is permitted. Employees are encouraged to take breaks when the work load allows, but may not save up break time to use in larger increments than fifteen (15) minutes or to leave work early. Break time is to be used in the spirit in which is intended, and abuse of rest periods may be cause for disciplinary action.

SALARY TABLES: The City Human Resources Department in conjunction with the Finance Department will maintain salary tables for approved classifications as prescribed by City Ordinance. The City may revise the salary tables when changes in classes, availability of labor supply, prevailing rates of pay/comparability, or economic conditions so dictate. The new salary tables will become effective upon the effective date of the ordinance that has been approved by the Mayor and City Council.

All new employees will normally be hired at Step 1 of the pay grade of their position. However, due to extenuating circumstances, an employee may be hired at a higher step with the written approval of the City Administrator. Employees will remain in each step for at least one (1) year with their performance to be evaluated on the anniversary of the change of status.

Prior to advancing in a step or grade, employees will be evaluated on their performance at least annually. An employee must receive satisfactory performance ratings in order to receive an increase in pay, other than a salary table adjustment. Such adjustments in pay shall be effective on the first day of a pay period falling on or immediately after the employee is eligible for the pay increase.

An employee receiving the highest possible rating in all categories may be considered for more than a one-step increase when recommended by the Department Director and approved by the Human Resources Director and City Administrator.

PROMOTIONS: An employee who is internally promoted will be placed in the lowest step of his/her new pay grade that will permit an increase of at least three (3) percent of their step on the previous pay grade. Employees who are offered a position from an external City posting, may negotiate the terms of the offer. -In both circumstances, After successfully completing the six (6) month introductory period in his/her new position, he/she may be reviewed by their Department Director for a step increase at this time.

DEMOTIONS: The pay of any employee who is demoted will be on the same step of the pay grade for the job classification to which the employee is being demoted. The City Administrator may at his/her discretion place the demoted employee on a step of the new pay grade that will ensure that the pay of the demoted employee has been reduced. -The employee will remain in the demoted step for at least one (1) year with their performance to be evaluated on the anniversary of the change of status.

PAY PERIODS: All employees will be paid biweekly. The pay period may be larger or smaller than two (2) weeks. The Finance Director may, at his/her own discretion, because of unforeseen incidents, change the day on which paychecks will be issued. If a holiday falls in the payroll processing week, the direct deposits may be delayed by one day. Direct deposit is required for all City employees.

SAFE HARBOR: The City uses a payroll cycle that runs bi-weekly [every two (2) weeks]. Any employee that identifies a mistake in his/her paycheck should contact his/her supervisor and/or the Payroll Specialist so that it may be corrected. The City makes every effort to correctly process its payroll and prohibits improper deductions. Any such errors will be corrected as they are identified.

CALL BACK PAY: An employee that is called into work from his/her home will be eligible to receive compensation at the rate of time-and-one-half (1 ½) for the actual hours they are engaging in work.

WORKING OUT OF CLASS: In the event of a temporary change of an employee to another job classification for a period of three (3) consecutive working days, or three (3) working days in one (1) week, the employee will receive any additional

pay which may be attributable to that temporary job classification, moving to the next closest step in the new pay range that guarantees at least a three percent (3%) increase. -Nothing in this provision shall require or limit the City from providing compensation for a temporary job reclassification for a period under three (3) days.

Sec. 3.24 REMOTE WORK

Remote work allows employees to work at home or in a satellite location for all or part of their workweek. The City considers remote work to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Remote work may be appropriate for some employees and jobs but not for others. Remote work is not an entitlement, it is not a City-wide benefit, and it in no way changes the terms and conditions of employment.

Remote work arrangements will be determined by the Department Director. Any remote work arrangement made will be on a trial basis for the first three months. Remote work may be discontinued at will and at any time at the request of either the remote worker or the City. Every effort will be made to provide 30 days' notice of such change of a remote work arrangement.

Further details of the Remote Work policy are available on the City's Performance Pro website.

CHAPTER FOUR LEAVE POLICIES

Employees qualify for the following leave banks only if they are regular status employees that work an average of thirty (30) hours per week. Employees that work on an average of less than forty (40) but more than thirty (30) shall receive the following leave on a prorated basis.

Sec. 4.01 LEAVE

The following types of leave are established and shall apply to all employees covered by these rules and regulations:

1. Paid Holidays
2. Vacation Leave
3. Medical Leave
4. Accident Leave
5. Military Leave
6. Court Leave
7. Administrative Leave
8. Leave of Absence
9. Bereavement Leave
10. Family Medical Leave
11. Annual Personal Leave
12. Compensatory Time
13. Convenience Day

All departments shall maintain a record of each employee accounting for time worked. Requests for leave must be entered into MUNIS indicating the kind of leave, duration, and dates of departure and return. Requests must be approved prior to taking the leave. In the case of an unforeseeable medical or other emergency situation, the request shall be completed and submitted for approval immediately upon the employee's return to duty. Unless a request approved by the supervisor substantiates an absence, an employee shall not be paid for any absence from scheduled work hours.

Once an employee has exhausted all leave banks, they will not accrue any other benefits. This includes vacation time, medical leave time, holidays and annual personal days.

Sec. 4.02 PAID HOLIDAYS

The City recognizes the following holidays as paid holidays and the dates that they will be observed on:

- | | |
|-----------------------------|-------------------------|
| New Year's Day | January 1 |
| Martin Luther King, Jr. Day | Third Monday in January |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |

4. Years 7 through 8	One hundred twenty-eight hours (128)
5. Years 9 through 10	One hundred thirty-six hours (136)
6. Years 11 through 12	One hundred forty-four hours (144)
7. Year 13	One hundred fifty-two hours (152)
8. Years 14 through 19	One hundred sixty hours (160)
9. Years 20 through 24	One hundred eighty hours (180)
10. Year 25 and beyond	Two hundred hours (200)

Regular part-time status employees who work at least thirty (30) hours per week, will accrue vacation at a prorated amount based on the average hours worked. Employees who are promoted to full time from another status will accrue vacation based upon the full time status date.

Temporary and seasonal employees are not eligible for paid vacations.

Directors will make every effort to grant requested vacation time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Seniority will be considered when scheduling vacations within the department.

~~Each employee will take a period of vacation that allows him or her to be away from the workplace for a minimum of five (5) consecutive work days which may include the use of annual leave. Holidays, which occur during an employee's vacation, do not count as vacation time.~~

CARRY-OVER

Employees will be allowed to carry-over the maximum amount of vacation that they earn in one year, plus eighty (80) hours. Current vacation time and carry-over time may be used during a single calendar year when authorized.

Accrual of vacation ceases when an employee accrues the maximum he or she can earn in a year, plus eighty (80) hours carried over from the prior year.— An employee who fails to use his/her vacation time through the employee's own decision loses all but the maximum carry-over amounts as mentioned above. The Human Resources Director and City Administrator may waive the provisions of this section in extreme circumstances for the good of the City.

TRANSFERS

When an employee transfers from one department to another in the City Personnel System, his/her vacation accrual will be transferred to the new department. Transfers made for the convenience of the employee will result in loss of preference in the scheduling of vacation time.

PAYMENT FOR VACATION TIME NOT TAKEN

Upon separation, regular status employees will be paid in cash for all unused accrued vacation. In the event of the death of a regular status employee, payment will be made to the employee's beneficiary or estate for all unused accrued vacation time.

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 Department Director.

ADVANCE VACATION

The City Administrator may advance vacation leave to a regular status employee in an amount not to exceed that which the employee would earn during the calendar year. Employees who have been advanced vacation leave will reimburse the City for all used unearned vacation leave upon separation.

Sec. 4.04 MEDICAL LEAVE

Medical leave ~~will be charged in one-half (1/2)~~ may be taken in one-tenth (1/10) hour increments.

Medical leave is defined as a period in which an employee is incapacitated for performance of his/her duties by sickness or injury. It may be a period when an employee is away from work because of medical, surgical, dental, or optical appointments, or treatment. An employee would qualify for medical leave in the event that his/her exposure to a contagious disease would jeopardize the health of others by being present at the workplace.

Another situation where an employee would qualify for medical leave is to care for an immediate family member that is ill or injured. For purposes of medical leave, "immediate family member" shall mean a child, spouse, parent, ~~and~~ parents-in-law, and grandparent. "Child" shall include a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing "in loco parentis". Medical leave may also be used to cover disabilities related to pregnancy.

ACCRUAL OF MEDICAL LEAVE

Medical leave will be accrued at a rate of eight (8) hours per month for full-time regular status employees. Part-time regular status employees, who work at least (thirty) 30 hours per week, will accrue medical leave based on their average hours of work. The maximum amount of medical leave that may be accrued is one-thousand one-hundred and ~~six-fifty~~ (1,4,10650) hours.

RESTRICTIONS ON MEDICAL LEAVE USE

Department Directors may grant medical leave with pay in accordance with the following provisions:

- Medical leave may not be granted in advance of accrual.
- Medical leave may not be used as vacation leave.
- Introductory period employees will be entitled to medical leave at the same rate as regular status employees.
- Leave without pay may be granted for sickness and disability extending beyond earned balances in accordance with FMLA leave, if applicable.
- After six (6) continuous months of service, vacation leave balances may be used for medical leave when medical leave balances have been exhausted.
- The amount of medical leave granted for necessary care of a sick member of an employee's immediate family may not exceed eighty (80) hours per year unless the Department Director grants more time because of unusual circumstances. In instances where extended care is needed (beyond eighty [80] hours per year), the qualifying family member must meet the definition of a serious health condition as defined by the Family Medical Leave Act.
- The amount of medical leave charged against an employee's accrual will be computed on the basis of the exact number of days or hours an employee is scheduled to work, ~~not to exceed eight (8) hours when leave is utilized.~~
- Holidays or other regular days off will not be counted in charging medical leave.
- Extended or planned medical leave needs to be requested in advance whenever possible, e.g., surgery, maternity leave, etc.
- Employees are encouraged to use annual personal leave for non-emergency dental, optical, medical appointments, and examinations. Medical leave may be denied for the same by the Department Director if annual personal leave balances are available for the employee's use.

- When an employee transfers within the City Personnel System, the employee's medical leave accrual will be transferred to the new assignment with the employee.
- Employees who are laid off and reinstated will have restored that portion of their unused medical leave accrual.
- The applicability of the Family and Medical Leave Act Policy must be determined at the time medical leave is requested.
- When an employee is unable to perform his/her duties due to an injury or sickness arising from the course of employment, any available leave may be used for the period of time that no compensation is allowed pursuant to Section 48-119 of the Nebraska Revised Statutes, commonly known as Nebraska Worker's Compensation Law. If no leave is available, accident leave may be used for the period of time that no compensation is allowed under said law.
- All medical leave accruals will expire on the date of separation and no employee will be reimbursed for outstanding medical leave at the time of separation except as provided in these rules and regulations.

COMPENSATION FOR UNUSED MEDICAL LEAVE

All non-union employees will have a contribution made into a VEBA (Voluntary Employee Benefits Association) Trust in the employee's name for fifty-three percent (53%) of their accumulated medical leave at the time of their retirement, not to exceed five-six hundred fifty-three and a half hours (calculated at 53% x 1,106.50 = 586.45). The amount of contribution will be based upon the employee's salary at the time of retirement.

Department Directors will have a contribution made into a VEBA Trust in the employee's name for one-half (1/2) of their accumulated medical leave, not to exceed thirty (30) days of pay, upon his/her resignation. The contribution will be based on the employee's salary at the time of separation. Compensation at retirement for unused medical leave will be the same as provided for all other employees above.

In the event of the death of an employee, payment will be made to the employee's beneficiary or estate.

REPORTING OF ABSENCE ON MEDICAL LEAVE

In the event that an employee is absent from work, for reasons that entitle the employee to use medical leave, the employee is responsible for notifying his/her supervisor at least thirty (30) minutes prior to duty time. If the employee fails to notify his/her supervisor or the person designated to receive such calls, no medical leave will be approved, except in unusual circumstances to be determined by the Department Director.

Immediately upon return to work, the employee must complete a leave request.

INVESTIGATION OF USE OF MEDICAL LEAVE

Department Directors may investigate the alleged illness of an employee absent on medical leave. False or fraudulent use of medical leave may be cause for disciplinary action and may result in termination.

MEDICAL STATEMENT

An employee who is absent on medical leave for more than three (3) consecutive days because of an illness of his/her own, or that of an immediate family member, will be required to furnish a statement signed by the attending physician or other proof of illness satisfactory to the Department Director before returning to work.

Sec. 4.05 BEREAVEMENT LEAVE

Bereavement leave shall be granted to eligible employees for up to two (2) days per calendar year for non-immediate family members. Non-immediate family member shall mean aunts, great-aunts, uncles, great-uncles, nieces and nephews. Any portion of a work day used for bereavement leave shall be considered a full day of bereavement leave. An employee shall be eligible to use up to three (3) days of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, step-children, siblings, grandparents, great-grandparents, grandchildren, great-grandchildren and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director and City Administrator for the death of a member of an employee's immediate family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation or annual personal leave.

Sec. 4.06 COURT LEAVE

An employee who is required to serve as a witness or juror in a federal, state, county, police, municipal court, or as a litigant in a case resulting directly from the employee's work with the City, will be granted court leave with full pay to serve in that capacity.

An employee who is called to testify in other litigation that does not involve the employee's employment with the City, will not be granted court leave but may use vacation leave, compensatory time, or leave without pay.

An employee who is called as a witness or for jury duty will provide his/her supervisor with the original summons or subpoena from the court and at the conclusion of duty, a signed statement from the clerk of the court, or other evidence showing actual time in attendance in court.

Fees received for jury service in a federal, state, or county court will be deposited with the Finance Director upon the employee's receipt. This does not apply to funds received by employees who would not have been on duty with the City.

Sec. 4.07 ADMINISTRATIVE LEAVE

Department Directors may grant administrative leave with pay for the following purposes:

- To participate in examinations, funerals, and activities directly related to his/her work.
- To investigate a disciplinary issue.

- To compete for positions in the City Personnel System.
- To present grievances or appeals to a government official.

Department Directors may not grant administrative leave in excess of fifteen (15) days. The Mayor must approve requests for leave in excess of fifteen (15) days.

Sec. 4.08 MILITARY LEAVE

The City will follow provisions relating to military leave as provided by Nebraska Statutes. Additional Active Duty Leave will be granted for members of the military when they have been called to active duty and the period as defined under State statute has expired. The eligible employee will receive pay for two (2) additional pay periods, minus any hours that he/she is available to work during that period. The employee's health insurance benefits may remain in place at the same premium level for three (3) additional calendar months at their request.

An employee will only be eligible to receive the additional Active Duty Leave one (1) time during the course of a military action.

Sec. 4.09 ACCIDENT LEAVE

Accident leave is provided by the City to allow a period of recovery from on-the-job accidents. Full pay and benefits will be provided for 150 consecutive calendar days, subject to the waiting provisions in Section 48-119 of the Nebraska Workers Compensation Law. Pursuant to that provision, no compensation will be allowed for the first seven (7) calendar days after a disability begins unless that disability continues for six (6) weeks or longer. When the disability lasts less than six (6) weeks, employees may use any additional leave for the initial seven (7) days and will be granted accident leave if no other leave is available.

Employees governed by the Civil Service Act of the State of Nebraska will be provided accident leave according to state statute.

Workers Compensation Benefits that replace lost salary are to be retained by the employee and the City will supplement these benefits up to the full gross salary during the period of time that the employee continues to receive salary benefits under these rules.

Should the employee receiving accident leave pay, collect from any other party for wages, he/she must reimburse the City for wages paid as accident leave to the extent wages are collected from any other party.

Sec. 4.10 LEAVE OF ABSENCE

Department Directors may grant-request for an employee a leave of absence without pay for a period not to exceed thirty (30) days if no leave banks are available. The Human Resources Director will approve or deny the thirty (30) day request. The Mayor must approve a request for a leave of absence without pay in excess of thirty (30) days.

Sec. 4.11 ANNUAL PERSONAL LEAVE

Annual personal leave must be used in not less than one (1) hour increments. The City provides two (2) non-cumulative annual personal leave days to all full-time regular status employees that will be granted at the beginning of the calendar year and must be used by December 15th. Annual personal leave days are provided to employees to use in lieu of medical days for routine medical visits and to allow employees to take care of other personal business. Annual personal leave days are not paid out at separation of employment.

Sec. 4.12 CONVENIENCE DAY

One convenience day will be granted each calendar year to all exempt employees. This leave must be used in a full-day increment by December 15th and the date of leave approved by the employee's supervisor. -A convenience day is not paid out at time of separation.

Sec. 4.13 FAMILY MILITARY LEAVE

LEAVE ENTITLEMENT

The City of Grand Island will grant a leave of absence to all eligible employees who are the spouse or parent of a person called to military service lasting 179 days or longer with the State or the United States pursuant to the orders of the Governor or the President of the United States. The City of Grand Island shall provide up to thirty (30) days of unpaid family military leave to an eligible employee during the time federal or state deployment orders are in effect.

EMPLOYEE ELIGIBILITY

An employee must have been employed by The City of Grand Island for at least twelve (12) months and have been employed for at least 1,250 hours of service during the twelve (12) month period immediately preceding the commencement of the leave to be eligible for family military leave.

NOTICE TO COMPANY/CERTIFICATION OF ELIGIBILITY

An employee must give at least fourteen (14) days notice of the intended date upon which the family military leave will commence if leave will consist of five or more consecutive work days. Where able, the employee shall consult with his/her supervisor to schedule the leave so as not to unduly disrupt the operations of the City

of Grand Island. Employees taking family military leave for less than five (5) consecutive days shall give his/her supervisor advanced notice as is practicable. The City of Grand Island may require certification from the proper military authority to verify the employee's eligibility for the family military leave requested.

REINSTATEMENT RIGHTS

Any employee who exercises the right to family military leave, upon expiration of the leave, shall be entitled to be restored by the City of Grand Island to the position held by the employee when the leave commenced or to a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. During any family military leave, an employee is required to use all accrued annual personal leave and/or vacation leave before going on unpaid status.

BENEFITS WHILE ON LEAVE

During any period of leave under this policy, an employee's group health insurance coverage will be maintained at the same level and under the same conditions as before the leave began. Employees who normally made a contribution toward their health insurance coverage must continue to do so. If the employee has leave banks accrued and is using them, the employee's contribution will be collected in the same manner as if the employee were reporting to work. However, if the employee's leave banks have been exhausted, the employee must arrange with the Finance Department prior to the start of their leave, for the payment of the employee's share of the premiums and other voluntary deductions. Once an employee has exhausted all leave banks, they will not accrue any other benefits. This includes vacation time, medical leave time, holidays and annual personal days. Taking family military leave shall not result in the loss of any employee benefit accrued before the date on which the leave commenced.

CHAPTER 5 BENEFITS

To be eligible for benefits with the City, employees must be classified as a regular status employee and regularly work thirty (30) hours per week.

Sec. 5.01 HEALTH INSURANCE

Health insurance benefits are offered to regular status full-time employees. This insurance covers the employee and the employee's spouse and children, when eligible. Regular status part-time employees that maintain an average of at least thirty (30) hours of work per week are eligible for single coverage benefits only. The City maintains the right to require employees to pay a portion of the insurance premium cost.

Employees are eligible to participate in the program on the first of the month following two (2) full calendar months of full time employment. A copy of the current health benefit plan will be given to all eligible new employees in the orientation process and is available to all personnel who request it through the Human Resources Department.

The City of Grand Island will comply with all Consolidated Omnibus Budget Reconciliation Act (COBRA) laws that apply to each employee as he/she leaves employment.

Sec. 5.02 DENTAL INSURANCE

Dental insurance benefits are offered to regular status full-time employees. This insurance covers the employee and the employee's spouse and children, when eligible. Regular status part-time employees that maintain an average of at least thirty (30) hours of work per week are eligible for single coverage benefits only. The City maintains the right to require employees to pay a portion of the insurance premium cost.

Employees are eligible to participate in the program on the first of the month following two (2) full calendar months of full time employment. A copy of the current dental benefit plan will be given to all eligible new employees in the orientation process and is available to all personnel who request it through the Human Resources Department.

The City of Grand Island will comply with all Consolidated Omnibus Budget Reconciliation Act (COBRA) laws that apply to each employee as he/she leaves employment.

Sec. 5.03 VISION INSURANCE

Vision insurance benefits are offered to regular status full-time employees. This insurance covers the employee and the employee's spouse and children, when eligible. Regular status part-time employees that maintain an average of at least thirty (30) hours of work per week are eligible for single coverage benefits only. The City maintains the right to require employees to pay the insurance premium cost.

Employees are eligible to participate in the program on the first of the month following two (2) full calendar months of full time employment. A copy of the current vision benefit plan will be given to all eligible new employees in the orientation process and is available to all personnel who request it through the Human Resources Department.

The City of Grand Island will comply with all Consolidated Omnibus Budget Reconciliation Act (COBRA) laws that apply to each employee as he/she leaves employment.

Sec. 5.04 LIFE/ACCIDENTAL DEATH INSURANCE

All regular status employees who work on average at least thirty (30) hours per week will receive City-paid life/accidental death insurance coverage. This insurance covers the employee and the employee's spouse and children, when eligible. Employees are eligible to participate in the program on the first of the month following two (2) full calendar months of full time employment. Employees may obtain additional life and accidental death insurance at their own expense through the City.

A copy of the current life insurance benefit plan will be given to all eligible new hires during orientation and is available to all personnel who request it through the Human Resources Department.

Sec. 5.05 CAFETERIA PLAN

The City provides employees with the opportunity to set money aside from their paychecks into a cafeteria plan. This plan allows an employee to set money aside for expected medical, daycare expenses, and non-employer sponsored premiums on a pre-tax basis. For more details, contact the Human Resources Department.

Sec. 5.06 RETIREMENT SAVINGS PLAN

The City provides a retirement savings plan that full time employees are eligible for immediately. Participation is mandatory upon the first day of employment. Employees defer six and one-half percent (6.5%) (pre-tax) of their pay into the retirement savings plan. The City matches the six and one-half percent (6.5%) contributed by

the employee. ~~(Amended by Ordinance 9781, effective October 11, 2020.)~~ Employees direct 100% of employee and employer contributions. The vesting schedule is as follows:

1 year = ~~67~~0%
2 years = ~~78~~0%
3 years = ~~89~~0%
4 years = ~~91~~00%
~~5 years = 100%~~

AMENDMENTS

The City reserves the right to change the retirement savings plan in accordance with mandatory existing and future statutes or federal legislation or regulations.

Sec. 5.07 LONG TERM DISABILITY

The City provides its employees with long term disability coverage. Employees are eligible for coverage the first of the month following two (2) full calendar months of continuous full time employment.

Sec. 5.08 TUITION REIMBURSEMENT

Tuition reimbursement may be available after six (6) months of employment subject to the following qualifications, for the purpose of enhancing the knowledge and skills of employees to better perform their current duties:

Qualification Process – the determination of whether a request qualifies for the tuition reimbursement program shall be made by the Department Director and City Administrator based on the following considerations:

- There is budget authority.
- The course is to be a core course offered by an accredited college or university which is directly related to the job of the employee and books and fees are necessary for the course.
- There is Department Director and City Administrator approval.
- The employee requesting reimbursement is not eligible for other assistance programs.

Approval Process – To receive tuition reimbursement the employee must submit a “Tuition Request Form”, which contains the qualification information listed above as well as the employee’s financial request prior to beginning the course.

Reimbursement will be allowed for books and other fees. Tuition reimbursement is available only to regular full-time status employees. If the employee is eligible for other assistance programs the City will provide secondary benefits only.

Reimbursement Process – Any employee requesting tuition reimbursement will submit a grade report indicating the grade received for the class that was taken. Reimbursement will be as follows:

- A or B – 100%
- C – 85%

The City makes no commitment to provide for the total cost of a higher education course or for all courses leading to a degree. Each course shall be evaluated separately on its merit by the Department Director and the City Administrator to determine eligibility for tuition and related expense reimbursement. Doctoral or PhD level classes and degree programs are not eligible for reimbursement.

The Department Director will include the request for reimbursement in the next payroll period after appropriate documentation is received by the Human Resources Department.

Sec. 5.09 BILINGUAL PAY

Employees who are proficient in an approved second language will be paid \$1,500 per calendar year, payable in the second check in November. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Department Director will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Department Director will determine which languages are “approved” based upon the needs of the department as they relate to the demographics of Grand Island.

A test will be given by the Human Resources Department to test the proficiency of the employees in each approved language before an employee is eligible for bilingual pay. The bilingual test will measure, among other things, an employee’s conversational ability.

Bilingual pay will be prorated based on the employee’s average hours worked. An employee that is hired as an interpreter will not be eligible for bilingual pay.

Sec. 5.10 CLOTHING ALLOWANCE

Some departments require certain items of clothing as standard equipment. In those instances where a requirement has been imposed, the cost of said requirement will be either partially or fully paid by the City. Allowances vary by department and are subject to labor contracts. -Non-union and seasonal employees who receive reimbursement and leave the City within three (3) months of the reimbursement will be required to return said reimbursement on a pro-rated basis.

Sec. 5.11 VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION (VEBA)

All non-union employees will be eligible to participate in the group VEBA. A contribution will be made on the employee's behalf each pay period. Employees will have access to the money in their VEBA account for eligible medical expenses upon their separation with the City. Human Resources will provide employees with material that further defines the plan.

Sec. 5.12 LONGEVITY

In addition to an employee's base salary, each full time employee shall annually receive longevity pay based upon the total length of service with the City.- Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The following annual longevity pay rate schedule shall apply:

<u>5 years</u>	<u>\$ 250.00 (Beginning 6th Year)</u>
<u>10 years</u>	<u>\$ 500.00 (Beginning 11th Year)</u>
<u>15 years</u>	<u>\$ 750.00 (Beginning 16th Year)</u>
<u>20 years</u>	<u>\$1,150.00 (Beginning 21st Year)</u>
<u>25 years</u>	<u>\$1,650.00 (Beginning 26th Year)</u>

NOTES

RESOLUTION 2022-232

WHEREAS, the City of Grand Island has determined to amend the City of Grand Island Personnel Rules and Regulations; and

WHEREAS, chapters one through five have been amended.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that City of Grand Island Personnel Rules and Regulation are amended and become effective October 1, 2022.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on August 23, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
August 19, 2022	☒ City Attorney



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item I-3

#2022-233 - Consideration of Approving the Amended Labor Agreement between the City of Grand Island and the International Brotherhood of Electrical Workers, Local 1597 Service/Clerical/Finance

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: August 23, 2022

Subject: Approval of Amended Labor Agreement between the City of Grand Island and the International Brotherhood of Electrical Workers, Local 1597 Service/Clerical/Finance

Presenter(s): Aaron Schmid, Human Resources Director

Background

Approximately two dozen job classifications throughout the City currently work under the conditions outlined in the labor agreement between the City of Grand Island (City) and the International Brotherhood of Electrical Workers (IBEW), Local 1597 Service/Clerical/Finance. The current labor agreement remains in effect until midnight of September 30, 2024. When the contract was approved on September 21, 2021 it was agreed that wages for years two and three would need to be determined at a future date. The City and the IBEW have met to negotiate the remaining terms of the agreement. The City and the IBEW have reached a tentative agreement.

Discussion

The proposed amended labor agreement sets the wages and related articles for the remainder of the contract. The agreement will remain in effect from October 1, 2021 through September 30, 2024. A summary of changes includes:

1. The contract will remove the Engineering Technician classification and add Engineering I, Engineering II, Senior Engineering Technician, Public Safety Apprentice, and Systems Technician classifications.
2. Overtime language regarding premium pay and the computation of overtime will revert back to previous contract language.
3. Language was added to clarify secondary vacation scheduling.
4. Article IV will include a section adding a vacation buy down option.
5. Article XIII updates language regarding rates of pay for fiscal years 2022-2023 and 2023-2024.
6. Exhibits B and C detail the wages per classification for the remaining contract years. Wages were determined by factoring array data against a 5% COLA in year two and a 3% COLA in year three.

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 amended labor agreement between the City of Grand Island and the IBEW, Local 1597 Service/Clerical/Finance.

Sample Motion

Move to approve the amended labor agreement between the City of Grand Island and the IBEW, Local 1597 Service/Clerical/Finance.



and

UNION LOCAL NO. 1597, I.B.E.W., AFL-CIO

SERVICE/CLERICAL/FINANCE

October 1, 2021 through September 30, 2024

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AGREEMENT

THIS AGREEMENT, dated this ____ day of _____, 2021 by and between the CITY OF GRAND ISLAND (hereinafter referred to as the "City"), and UNION LOCAL NO. 1597, I.B.E.W., AFL-CIO (hereinafter referred to as the "Union"). The provisions of this agreement shall be effective from October 1, 2021 through and including September 30, 2024.

PURPOSE AND INTENT OF THE PARTIES

The purpose of the City and the Union entering into this labor agreement is to promote harmonious relations between the employer and the union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay and other conditions of employment.

ARTICLE I - RECOGNITION

A. BARGAINING UNIT

The City hereby recognizes the Union as the sole representative of those full-time, regular status, non-supervisory employees in the following positions employed with the City. Nothing contained in this Article shall prohibit employees of the bargaining unit from seeking an election to revoke the authority of the Union to represent them prior to the expiration of this agreement. The Union further agrees that it will not do anything to discriminate against any employee who attempts the decertification of or resignation from the Union. The City agrees that it will take no overt action to aid any organization or association in an effort to decertify the Union during the term of this Agreement. Employees represented by this bargaining agreement are hereby defined as being those persons who are currently employed under the classifications outlined in Article I, Section B, hereof.

B. EMPLOYEE CLASSIFICATIONS

Administrative Assistant (Building, Fire, Parks, Planning, ~~Public Works~~)
Accounting Clerk
Accounting Technician (Streets)
Accounts Payable Clerk
Audio Video Technician
Building Inspector
Cashier
Community Service Officer
Computer Technician
Crime Analyst
Electrical Inspector
Emergency Management Coordinator
~~Engineering Technician (Public Works)~~
Engineering Technician I

Engineering Technician II
Senior Engineering Technician

Evidence Technician (Police)
GIS Coordinator
Maintenance Worker I & II (Building, Library, Police)
Payroll Clerk
Plans Examiner
Plumbing/Mechanical Inspector
Police Records Clerk

Public Safety Apprentice

Public Safety Dispatcher
Senior Accounting Clerk
Shooting Range Operator

Systems Technician

Wastewater Secretary

-Additional job classifications may be added to the bargaining unit by mutual written agreement of the parties.

ARTICLE II - HOURS OF WORK

A. SCHEDULES OF WORK

The City shall establish the work week, work day, and hours of work. The work week, work day and hours of work may vary according to the special requirements of any division or program. Hours worked shall include actual hours worked and shall not include paid leave, holidays, and vacation when calculating overtime. The City shall strive to make reasonable efforts so that all changes and work schedules, except in cases of emergency, shall be posted for all affected employees to see at least seventy-two (72) hours before the change is effective. Twenty-eight (28) days notice for shift workers will be provided for long term shift reassignments; however, the City retains the right to reassign at any time for extraordinary circumstances or disciplinary reasons.

B. REST PERIODS

Employees may take a 15-minute rest period during the approximate middle of each one-half (1/2) work day; provided, however, that the granting of such rest periods shall be at such times as are the least disruptive of work in progress. If it is not feasible to grant any such rest periods, employees shall not receive additional pay or additional time off in lieu thereof. Non-shift employees shall be allowed at least one-half hour off, without pay, for a meal as close to the middle of the shift as possible. The employer retains the right to respond to emergency situations by not allowing a rest period. Rest periods shall not be cumulative. Unless prior supervisory approval is given, rest periods shall not be taken before one (1) hour after the employee arrives at work, or one (1) hour before the employee leaves work. Rest periods are considered work time. The

provisions of this section may not be used for the purpose of regular and routine denial of rest periods.

C. SHIFT DIFFERENTIAL

A shift differential of fifty cents (\$0.50) per hour shall be added to the base hourly wage for persons in the employee classifications listed below who work a **complete** shift that begins between 3:00 p.m. and 11:00 p.m. Employees who work complete shifts 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.

Public Safety Dispatcher

D. OVERTIME AND COMPENSATORY TIME

1. Non-exempt employees who perform work in excess of forty (40) hours in a workweek, shall be compensated at the rate of one and one-half (1 ½) times their regular rate of pay for the excess hours worked. Overtime worked shall be paid at time and one-half (1 ½) the regular rate for all hours worked in excess of forty (40) hours in a seven (7) day work period for non-exempt employees. Compensation shall be in compensatory time or cash payment, at the option of the employee.
2. Overtime and compensatory time for work shall be accrued and compensated for in one-tenth (1/10) hour units.
3. This article shall not be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked.
~~3. — Duplicating or pyramiding overtime is not permitted.~~
4. For purposes of calculating eligibility for overtime, “hours worked” shall include actual hours worked. All paid time off will not be included in the computation of overtime.
5. All hours in which employees receive premium pay (such as holiday on) of at least one and one half (1 ½) time the base rate will not be included in the computation of overtime.
- 6.5. An employee shall have the option of accruing compensatory leave time at a rate of one and one-half (1 ½) times the actual hours worked in lieu of the payment of overtime. Employees may carry a maximum of not more than eighty (80) hours of compensatory time (53.33 hours of actual time worked). The compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor, but must be taken by the last full pay period in March following the end of the calendar year in which it is earned. Compensatory time 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 annual leave. Requests for the use of accrued compensatory time shall not be

unreasonably denied.

~~7.6.~~ All compensatory time must be recorded through the City's payroll system. Compensatory time kept by individual employees or their supervisors will not be recognized and is prohibited.

E. CALL-BACK PAY

In the event an employee is called to duty during his or her off-duty time, and such time does not otherwise merge with his or her regularly-scheduled work schedule, such employee shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay for the actual number of hours worked, although the employee shall be compensated for no less than two (2) hours at the enhanced rate. Provided, however, that if the employee called back responds and performs the work from a remote location without reporting to the work site, he or she shall be compensated as set forth above, but the minimum compensation will be one (1) hour instead of two (2).

F. WORKING OUT OF CLASS

The department director or his or her designee may temporarily assign an employee to perform the duties and responsibilities of a different position. If the temporary assignment is for a position with a higher pay scale and the employee is assigned to work out of class for more than five (5) consecutive work days, the employee is entitled to compensation, commencing on the sixth (6) day and thereafter, according to the higher pay scale at the level which will entitle the employee to a pay raise of at least 3%. At the end of the assignment, the employee will return to the rate of pay to which he or she would have been entitled to if no out of class assignment had been made.

G. 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. On the date DST ends, employees will be paid for actual hours worked (i.e. 9 hours for an 8 hour shift).

ARTICLE III - HOLIDAYS AND HOLIDAY PAY

A. HOLIDAYS

The following holidays are observed:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Memorial Day	Last Monday in May

Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving	Fourth Friday in November
Christmas Day	December 25

B. HOLIDAY PAY AND HOLIDAY ON PAY

Holiday pay 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 two (2) times the regular rate of pay for the actual hours worked as holiday on pay. No compensatory time may be accrued in lieu of being paid Holiday on Pay or Holiday Pay.

C. WEEKEND HOLIDAYS

When a holiday falls on Sunday, the following Monday shall be observed as a holiday; when a holiday falls on Saturday, the preceding Friday shall be observed as the holiday; except, if a shift position or any department that is open and operating twenty-four (24) hours a day seven (7) days a week, then the holiday shall be recognized on its actual day.

D. ELIGIBILITY FOR HOLIDAY PAY

No employee shall be eligible for holiday pay unless he or she is in an active pay status the last regularly scheduled day before the holiday or the first regularly scheduled day after the holiday. Active pay status shall mean any pay status other than leave without pay or suspension without pay.

E. PERSONAL DAY

Two (2) personal leave days will be given to employees each contract year. Two personal leave days will be given in October and must be taken by September 15th. Personal leave days may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. The Director or his or her designees will make every effort to grant requested personal leave time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Use of personal leave will not be unreasonably denied. New employees who begin work on or after April 1 will not be eligible for personal days until the following October 1. Personal leave not taken by the dates set forth above expires and does not carry over. Employees will not be compensated for unused or expired personal leave days.

ARTICLE IV – VACATIONS

A. ELIGIBILITY

All full-time regular status employees are eligible to take vacation leave as it is earned and shall accrue vacation leave in bi-weekly increments as described below. Employees shall not earn or accrue any vacation time during their introductory period. Vacation may be taken at any time and may be taken in one-tenth (1/10) hour increments; provided, the time selected by the employee must have the prior approval of the employee’s supervisor. Requests for vacation time will not be unreasonably denied.

B. AMOUNT AUTHORIZED

Authorized vacation leave shall be computed on the following basis:

1. Upon successfully completing the six (6) month introductory period, an employee will have available forty (40) hours of vacation time. The employee will accrue an additional forty (40) hours in the first six (6) months of continuous service following the introductory period.

1.	Years 2 through 4	Eighty (80) Hours
2.	Years 5 through 9	One Hundred Fifteen (115) Hours
3.	Years 10 through 14	One Hundred Thirty-Six (136) Hours
4.	Years 15 through 19	One Hundred Sixty (160) Hours
5.	Years 20 through 24	One Hundred Seventy-Eight (178) Hours
6.	Years 25 +	Two Hundred (200) Hours

All vacation will accrue on a prorated basis using a twenty-six pay period year. Authorized vacation leave for regular employees working fewer than forty (40) hours per week shall be prorated based upon the normally scheduled hours worked. Credit toward vacation leave shall not be earned while an employee is on a leave of absence without pay.

C. VACATION SCHEDULE

1. Vacation leave shall be taken at a time convenient to and approved by the Department Director or supervisor.
2. The Director or his or her designees will make every effort to grant requested vacation time; however, it must be approved in advance and will be granted on the basis of work requirements of the department.

D. SENIORITY FOR VACATION AND PERSONAL HOLIDAY PLANNING

The Department Director and/or supervisor shall grant leave on the basis of the work requirements of the City after conferring with employees and recognizing their wishes where

possible. Preference in the scheduling of vacation and personal holiday time shall be given to employees within their job classification in order of their total length of employment with the City.

Job classifications with two or more employees will have two (2) vacation schedules that will run consecutively.

1. Prime Vacation Schedule: An employee may make one choice with a minimum of five (5) work days and a maximum of as many consecutive days as said employees has accrued vacation time. Vacation of greater than five (5) work days shall be consecutive work days so that only one block of vacation time is scheduled on the prime vacation schedule. The prime vacation schedule shall be completed by all employees in the effective job classification before the secondary vacation schedule is initiated for that classification.
2. Secondary Vacation Schedule: An employee may make as many selections as said employee has accrued vacation time. These selections are done on a first come, first serve basis.

E. VACATION TIME CARRY-OVER

1. An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one year, plus eighty (80) hours.
2. An employee who fails to use his or her vacation time through the employee's own decision will not accrue additional vacation after reaching an amount equal to the maximum amount of vacation that he or she can earn in one year, plus eighty (80) hours.

F. VACATION CREDIT ON TERMINATION AND RETIREMENT

Upon separation, a regular status employee shall be paid for the unused portion of his or her accumulated vacation leave. Employees will not be allowed to schedule vacation at the end of their employment and will not accrue vacation leave or other benefits after their last day physically on the job.

G. 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 Department Director or designee.

ARTICLE V - MEDICAL LEAVE, BEREAVEMENT LEAVE, AND FMLA LEAVE

A. AMOUNT AUTHORIZED

Medical Leave. Medical leave shall be credited to all full-time employees as follows:

1. Eight (8) hours for each full calendar month of service.
2. For a calendar month in which an employee is paid for less than the full standard hours including paid leave, medical leave shall be awarded on a pro-rata basis.

B. USE OF MEDICAL LEAVE

Medical leave may be used under the following circumstances:

1. When an employee is incapacitated by sickness or injury.
2. For medical, dental, or optical examination or treatment.
3. When an employee is exposed to a contagious disease and attendance at duty may jeopardize the health of others.
4. For necessary care and attendance during sickness of, or injury to, a member of the employee's immediate family (spouse, child, parent, or parent-in-law) or household. "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". The term "household" refers to a domestic partner that the employee shares household finances with for a period of not less than one year.
5. When absence is due to alcoholism or drugs, if medically diagnosed by a licensed physician and the employee is receiving assistance and has agreed to an approved course of treatment.
6. Medical leave shall not be granted in advance of accrual.
7. Leave without pay may be granted for sickness extending beyond the earned credits.
8. After six (6) continuous months of service, accrued vacation leave credits may be used for medical leave when medical leave credits have been exhausted.
9. Medical leave shall not continue to accrue while an employee is on unpaid leave.
10. The amount of medical leave charged against an employee's accumulated total shall be computed on the basis of the exact number of hours an employee is scheduled to work when medical leave is utilized; provided, that medical leave shall be debited in no less than one-tenth (1/10) hour units.

C. PROOF OF ILLNESS

An employee who is absent for more than three (3) consecutive days because of personal illness or that of a member of his or her immediate family or household shall be required to furnish a statement signed by the attending physician. The Department Director may require this statement or other proof for an absence chargeable to medical leave of any duration.

D. FRAUDULENT USE OF MEDICAL LEAVE

The Department Director or his or her authorized representative may investigate any medical leave taken by any employee. False or fraudulent use of medical leave shall be cause for disciplinary action and may result in dismissal.

E. COMPENSATION FOR UNUSED MEDICAL LEAVE

1. An employee may accumulate medical leave to a maximum of one thousand three hundred thirty-nine (1,339) hours.

2. All employees shall be paid thirty-five percent (35%) for their accumulated medical leave at the time of retirement or death, the rate of compensation to be based on the employee's salary at the time of retirement or death.

3. All employees shall be paid thirty-five percent (35%) for their accumulated medical leave at the time of early retirement, which shall be defined as being at least fifty-five (55) years of age with ten (10) years of service, the rate of compensation to be based on the employee's salary at the time of early retirement; or an employee who has completed twenty-five (25) years of service. The payout for this medical leave shall go to the employee's VEBA account.

F. NOTIFICATION OF ILLNESS

If an employee is absent for reasons that entitle him or her to medical leave, the employee or a member of employee's household shall notify the employee's supervisor at least thirty (30) minutes prior to scheduled reporting time. If an employee fails to notify such supervisor, when it was reasonably possible to do so, no medical leave shall be approved. Upon return to work, the employee shall submit a leave request to his or her supervisor.

G. FAMILY AND MEDICAL LEAVE ACT POLICY

Employees shall be covered by the City's Family and Medical Leave Act Policy as set forth in the Employee Personnel Rules and Regulations and amendments thereto.

H. USE OF BEREAVEMENT LEAVE

Bereavement leave shall be granted to eligible employees for up to two (2) days per calendar year for non-immediate family members. Non-immediate family member shall mean aunts, great-aunts, uncles, great-uncles, nieces and nephews, and in-laws of the same relation. Any portion of a work day used for bereavement leave shall be considered a full day of bereavement leave. An employee shall be eligible to use up to three (3) days of paid bereavement leave per occurrence for the death of an immediate family member or household which includes parents, spouses, children, siblings, grandparents, great-grandparents, grandchildren, great-grandchildren and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director and City Administrator for the death of a member of an employee's immediate family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation leave.

ARTICLE VI - MILITARY LEAVE

A. MILITARY LEAVE

The provisions relating to military leave shall be as provided by Nebraska Statutes.

ARTICLE VII - COURT LEAVE

A. WHEN AUTHORIZED

An employee who is required to serve as a juror in a federal, state, county, or municipal court, or as a litigant or witness in a case resulting directly from the discharge of his or her duties as an employee, shall be granted court leave with full pay to serve in that capacity; provided, however, that when the employee is a litigant or witness in non-employment related litigation, such employee shall not be granted court leave but may use vacation leave or compensatory time for the length of such litigation.

B. PROCEDURE

An employee who is called for compensable litigation, witness or jury duty shall present to his or her supervisor the original summons or subpoena from the court, and at the conclusion of such duty.

C. FEES

Fees received for compensable witness and jury service in a federal, state, county or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof. No employee shall receive witness fees paid from City funds.

ARTICLE VIII - LEAVE WITHOUT PAY

A. PROCEDURE

The provisions relative to leave without pay shall be as follows:

1. Leave without pay may be granted to an employee upon approval of the City when it is in the best interest of the City for any good cause. A Department Director may grant an employee leave without pay for up to thirty (30) days time. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the return of the employee on leave.

2. Before an employee may request unpaid leave, he or she must first use all eligible leave balances.

3. When leave without pay is requested pursuant to the Family and Medical Leave Act (FMLA) policy, Articles of this contract shall govern to the extent they are not inconsistent with Federal law.

B. LIMITATIONS

Leave without pay shall be subject to the following provisions:

1. At the expiration of leave without pay, the employee shall return to the position held prior to such leave.
2. Vacation and medical leave credits shall not be earned during leave without pay.
3. Leave without pay shall not constitute a break in service, but time off will not be credited towards retirement.
4. Leave without pay for more than fifteen (15) days during the introductory period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to complete his or her introductory period on return from leave.
4. Failure to report at the beginning of the next scheduled workday following the expiration of a leave of absence shall be considered resignation unless excused by the City after reasonable notice.
6. An employee on leave without pay shall be permitted to maintain health insurance coverage under the group policy at his or her own expense during such permitted leave without pay.

ARTICLE IX – WORKERS COMPENSATION

A. POLICY

Any employee covered by this contract who sustains an on-the-job injury compensable under the Nebraska Workers Compensation Act shall receive workers compensation benefits as allowed under the Nebraska Workers' Compensation law.

B. SUBROGATION

To the fullest extent permitted by law, the City of Grand Island, its insurers, and third-party administrators reserve the right of subrogation because of workers compensation benefits or medical expenses paid or to be paid to or on behalf of any employee who is injured or disabled by a third party, and reserves the right to (i) pursue collection from the employee of any money paid by the third party to the extent of payments by the City, its insurers, and third-party administrators, and (ii) pursue collection from any such third party.

C. LIGHT DUTY POLICY

The City may provide light duty work when possible for a defined period of time, not to exceed one hundred fifty (150) days, for employees that are injured due to a work related situation. Employees will follow the City's Light Duty Policy. The commencement of light duty work and/or modified duty work shall be immediately from the date of disability. Any employee who does not willingly return to light duty work who is released by a doctor to do so, shall not be entitled to supplement worker's compensation benefits with injury or medical leave.

ARTICLE X - GENERAL PROVISIONS CONCERNING LEAVE

A. ABSENCE WITHOUT APPROVAL

An employee who is absent from duty without approval shall receive no pay for the duration of the absence, and unless there is a legitimate reason for the absence, shall be subject to disciplinary action. An employee who is absent without approval for three (3) consecutive days is considered to have resigned unless waived by the City.

B. LEAVE REQUEST

For all leaves except unforeseeable medical leave or other emergency situations, a leave request, indicating the kind of leave, duration, and dates of departure and return, must be approved prior to taking leave. In the case of unforeseeable medical leave or other emergency situation, the request shall be completed and submitted for approval upon the employee's return to duty. Unless a leave request approved by the supervisor substantiates an absence, an employee shall not be paid for any absence from scheduled work hours.

ARTICLE XI - RETIREMENT SAVINGS PLAN

A. RETIREMENT SAVINGS PLAN

The City agrees that the employees covered under this agreement will participate in the City's mandatory retirement defined contribution savings plan. Employees shall contribute through deductions from pay six (6) percent of gross earnings and shall be matched six (6) percent by the City. Employee eligibility is effective on date of employment. A five (5) year vesting schedule applies to the City's contributions.

B. AMENDMENTS

The City reserves the right to change the retirement savings plan in accordance with mandatory existing and future statutes or federal legislation or regulations.

ARTICLE XII - SENIORITY

A. SENIORITY

1. Seniority shall accrue to an employee from his or her first day of employment with the City and shall vest upon completion of the employee's probationary period.
2. Continuous service as used in Section 1 hereof means an employee's total continuous length of service with the City without break or interruption; provided, that lay-off of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay, absence while receiving temporary total disability benefits under the Nebraska Worker's Compensation Act, and any absence due to serving as a union officer or official whether elected or appointed, shall not constitute a break or interruption in service within the meaning of this Article.
3. After an employee satisfactorily completes his or her initial introductory period of employment with the City, his or her seniority shall be effective from the date on which the employee was hired.
4. A list of employees arranged in order of their seniority as defined herein will be made available for examination by employees upon request by the union.
5. Where two or more employees were hired in the bargaining unit on the same date, their seniority standing shall be determined in the order in which they filed their application for such employment.
6. Whenever it is determined to be in the best interest of the City to reduce its workforce, the factors that will be taken into consideration, in no particular order of importance, shall include, but are not limited to:
 - The employment policies and staffing needs of the department, together with contracts, ordinances, and statutes related thereto and budgetary considerations;
 - Required federal, state, or local certifications or licenses;

- Seniority;
- The performance appraisal of the employees affected, including any recent or pending disciplinary actions;
- The knowledge, skills and abilities of the employee; and
- The multiple job skills recently or currently being performed by the employee.

A determination will be made as to the classifications to be affected by a reduction in force and the number of employees to be laid off. A determination as to whether any employees within a job classification should be exempted from consideration due to the existence of a required federal, state, or local certification, or license will also be made at this time.

Employees laid off under this reduction in force policy shall be eligible for recall for a period of two (2) years after layoff. If, within two (2) years after layoff, a new position is opened within the reduced job classification for the department, the employee shall be recalled in the reverse order of layoff. After two (2) years, the employee will have no preference for rehire.

7. If the City elects to fill a position or promote from within a pool of existing City employees, the factors to be considered may include, but are not limited to, those factors listed for consideration for reductions in the workforce in this article.

ARTICLE XIII - RATES OF PAY FOR WORK PERFORMED

A. SURVEY

The City and the Union surveyed the following array of cities to determine current labor market comparable salaries and benefits for work performed in the various job classifications covered by this agreement: Ames, Iowa; Dubuque, Iowa, Cheyenne, Wyoming, Jefferson City, Missouri, Lawrence, Kansas, Sioux City, Iowa, St. Joseph, Missouri, Rapid City, South Dakota and Manhattan, Kansas. Said array conforms to the standards established by the Nebraska Commission of Industrial Relations (CIR). Using the survey results, the Union and the City established a pay range for each class of work covered by this agreement.

B. 2021 - 2022 FISCAL YEAR

See Exhibit A, attached hereto, effective the first full pay period on or after October 1, 2021.

C. 2022 - 2023 FISCAL YEAR

~~The City and the Union will review any wage changes to the array cities listed in paragraph~~

~~A of this article prior to the 2022-2023 fiscal year. Wage adjustments, if necessary, will be determined and implemented to the 2022-2023 and 2023-2024 fiscal years. Any mutually agreed upon changes will be effective the first full pay period on or after October 1, 2022. See Exhibit B, attached hereto, effective the first full pay period on or after October 1, 2022.~~

D. 2023 - 2024 FISCAL YEAR

~~Wage adjustments, if necessary, will be effective the first full pay period on or after October 1, 2023. See Exhibit C, attached hereto, effective the first full pay period on or after October 1, 2023.~~

E. FUTURE CHANGES AND RATE OF PAY

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriations for ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The Union acknowledges that the City must comply with the Nebraska Budget Act.

F. PAY PLAN

1. Employees, prior to advancing in step or grade, shall be evaluated. Employees will be considered for pay schedule step increases upon the following schedule. Such adjustments in pay shall be effective on the first day of a pay period falling on or immediately after the classification anniversary. Prior to advancing in a step or grade, employees will be evaluated on their performance at least annually. An employee must have satisfactory performance ratings in order to receive an increase in pay, other than a salary table adjustment.

Step 1 Entry Level

Steps 2 - 8 Upon the successful completion of the anniversary of the employee's hire date or the anniversary date of the employee's promotion or demotion.

2. The introductory period for new employees shall be six (6) months, unless otherwise extended by the Department Director.
3. Employees received the highest possible rating may be considered for more than a one-step increase when recommended by the Department Director.
4. In no case shall any employee be advanced beyond the maximum rate of pay grade for his or her class of position.

G. LONGEVITY

Effective the first full pay period in October 2018, in addition to an employee's base salary provided for elsewhere in this Agreement, each employee of the bargaining unit shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on as a lump sum. The following annual longevity pay rate schedule shall apply:

5 years	\$ 226.00 (Beginning 6th Year)
10 years	\$ 443.00 (Beginning 11th Year)
15 years	\$ 624.00 (Beginning 16th Year)
20 years	\$ 796.00 (Beginning 21st Year)
25 years	\$ 994.00 (Beginning 26st Year)
40 years	\$1,174.00 (Beginning 41st Year)

H. TRAINER PAY

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

ARTICLE XIV - EMPLOYEE RELATIONS

A. GENERAL

Every employee shall fulfill conscientiously the duties and responsibilities of his or her position. Every employee shall conduct himself or herself at all times in a manner which reflects credit on the City. Every employee shall be impartial in all of his or her official acts and shall in no way endanger nor give occasion for distrust of his or her impartiality.

B. MEMBERSHIP IN UNION

1. An employee shall have the right to join or refrain from joining this union.
2. This union shall not exert pressure on any employee to join it.
3. The union shall not discriminate in membership on the basis of race, religion, national origin, color, age, gender, disability status, or political affiliation.
4. At any meeting between a representative of the City and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion, or discharge for cause) is to be announced, the employee may request representation from the Union.
5. The City agrees to allow the Union access to new hires within the Service/Clerical/Finance bargaining unit for up to thirty (30) minutes during orientation.

C. DISCIPLINE PROCEDURES

Chapters 1, 2 and 3 of the City Personnel Rules in effect as of 10/15/2014 and as may be amended if agreed to by both parties, shall apply to all disciplinary procedures for members of this bargaining unit. In the case of suspension without pay, demotion, or termination, the employee or the Union may request non-binding arbitration as set forth below if they are dissatisfied with the Mayor's determination if a Mayoral hearing is requested as outlined in the Personnel Rules.

If Arbitration is requested by either party for termination, demotion, and/or suspension an impartial Arbitrator shall be selected in the following manner. The Federal Mediation and Conciliation Service shall be requested to furnish a listing of seven (7) available Arbitrators. From this listing, the City and the Union shall alternately strike names three (3) names each. The remaining named Arbitrator on the listing shall be designated to act as Arbitrator to the dispute.

1. As soon as possible after the selection of the Arbitrator, the Arbitrator shall meet with the City and the Union to give due consideration to the dispute. A decision, in writing, from the Arbitrator shall be forwarded to both parties of the dispute within thirty (30) calendar days after the final meeting concerning the dispute. The decision by the Arbitrator shall be non-binding on the parties thereto.
2. In each case submitted to the Arbitrator, the Arbitrator shall make written findings setting forth the reasons for his/her decision, referring to the express provision of the Agreement interpreted and applied, the manner in which either party failed to perform such provision and the decision by the Arbitrator as to how it should be performed in accordance with the terms of this Agreement.

D. EXPENSES OF ARBITRATION

Each party shall bear the expense of preparing and presenting its own case and the expense of the Arbitrator, and incidental expenses mutually agreed to in advance shall be borne equally by the parties hereto.

ARTICLE XV – GRIEVANCE PROCEDURE

An alleged grievance arising from an employee shall be handled either by following the City Personnel Rules, or the Grievance Procedure in the manner described below. The employee must choose, prior to beginning the process, to either follow the Personnel Rules or this Grievance Procedure – the employee may not do both. The employee must make this choice within three (3) business days.

A grievance for the purpose of this Agreement refers to a question of the interpretation of the terms of the labor agreement between the City and the Union.

First Step - Any employee who believes that he or she has a justifiable request or grievance shall discuss the request or complaint within five (5) work days with his or her foreman, with or without the Union steward being present, as the employee may elect, in an attempt to settle same.

The foregoing procedure, if followed in good faith by both parties, should lead to a fair and speedy solution of most of the complaints arising out of the day to day operations of City government. However, if a complaint or request has not been satisfactorily resolved in Step 1, it may be presented and must be in writing and processed in Step 2 if the Union steward determines that it constitutes a meritorious grievance. A grievance, to be considered beyond Step 1, must be filed in writing with the foreman on forms provided by the City.

Second Step - If the alleged grievance is determined to be valid, the employee or his or her designated representative shall present it within ten (10) work days after the discussion with the foreman. The supervisor shall notify the employee in writing, within five (5) work days of his or her decision.

Third Step - If the grievance is not settled to the satisfaction of the employee, the employee or designated representative shall present it to the head of the department in writing within five (5) work days of the receipt of the decision of the immediate supervisor. The head of the department, or his or her designated representative, shall consider the grievance and shall notify the employee in writing of a decision within five (5) work days of the receipt of the grievance.

Fourth Step - If the grievance is not settled to the satisfaction of the employee, the employee or designated representative shall present it in writing to the Human Resources Director within three (3) work days after the decision of the Department Director. The Human Resources Director shall investigate the case within seven (7) work days and make a recommendation to the Chief Administrative Officer. The Chief Administrative Officer shall notify the employee of the decision made and of any action taken within seven (7) work days of the receipt of the grievance.

Fifth Step - If the grievance is not settled by the Chief Administrative Officer to the satisfaction of the employee, the employee may appeal, in writing, within ten (10) days of the receipt of the Chief Administrative Officer's decision to the arbitration. The arbitration procedure established in this step shall extend only to those grievances which are arbitrable under this agreement. The arbitration procedure shall be as follows:

a. The City and the Union shall obtain from the Federal Mediation and Conciliation Service a list of five (5) arbitrators. The City and Union shall take turns striking arbitrators until there is one left. The Union shall have the first strike. After the Union uses its first strike, the City shall exercise their first strike. The Union shall then exercise their final strike followed by the City exercising their final strike. A finding or award of the Arbitrator shall be advisory upon the parties.

b. The procedure to be followed in submitting the grievance to the Arbitrator shall, unless agreed upon by the parties prior to the hearing, be determined by the Arbitrator.

i. It is understood and agreed between the parties that the decision of the Arbitrator, constituted as set forth above, shall be advisory upon the parties, and that the

Arbitrator's jurisdiction shall be limited to the application of this contract. The Arbitrator does not have the jurisdiction to amend, alter, enlarge, or ignore any provision of this contract.

ii. The expenses of the Arbitrator shall be shared equally between the City and the Union.

iii. It is specifically agreed that grievances shall not be combined for purposes of submitting them to arbitration. Only one grievance shall be heard in an arbitration proceeding.

iv. If the City raises the question as to whether a grievance is arbitrable under this section, the Arbitrator will not proceed under the assumption that the grievance is, in fact, arbitrable but must specifically rule on such question with the reason given therefor as part of their written decision. The Arbitrator may rule on the arbitrability and the merits in the same hearing.

ARTICLE XVI - OTHER BENEFITS

A. MEDICAL INSURANCE

The City agrees to provide health, dental, and long-term disability insurance during the term of this agreement for the employee and employee's dependents at the same benefit level and employee contribution level as provided to other City employees not governed by a collective bargaining agreement under the City's general group insurance plans. The City's general group insurance plan year runs from October 1 through September 30 of each year.

The City agrees to establish and maintain an employee advisory committee to aid in obtaining medical and dental insurance.

An employee who is on approved leave of absence without pay, for non-FMLA purposes, will not be removed from coverage under the City's health and dental insurance unless they are disqualified by the plan. The employee shall be allowed to participate in the plan and pay the entire premium.

B. CAFETERIA PLAN

The City agrees to maintain a cafeteria plan that meets the specific requirements of and regulations of Section 125 of the Internal Revenue Code.

C. LIFE INSURANCE

The City will provide a life insurance policy for the employees at a level of Fifty Thousand

and No/100 Dollars (\$50,000.00).Such policy shall contain an option allowing the employee to purchase additional term insurance as provided by the plan. The premium for the optional insurance shall be paid by the employee.

D. UNION BULLETIN BOARD

The City agrees to provide space for the Union to erect a bulletin board for each division of sufficient size for the posting of notices of union meetings, union elections, union election results, union appointments to office, and union recreational or social affairs. Any material posted on said bulletin board(s) shall either be on union stationery or otherwise authenticated and authorized by an officer of the union. No item may be posted on the bulletin board(s) unless the item has been approved for posting by the Mayor or his or her designated representative and such approval shall not be unreasonably withheld.

E. SAFETY COMMITTEE

The City shall maintain an appropriate safety committee and the Union shall be able to have a representative participate on said committee.

F. TRAVEL TIME REIMBURSEMENT

If an employee has to travel for approved City purposes other than a normal commute to and from his or her primary place of work (e.g., work related seminars and training), the employee will receive mileage and compensation consistent with Federal and State law.

G. TUITION AND BOOK REIMBURSEMENT PROGRAM

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 within the confine stated below:

1. **Qualification Process.** The determination of whether a request qualifies for the tuition reimbursement program shall be made by the Department Director and City Administrator based upon the following considerations:
 - a. There is budget authority.
 - b. The course is to be a core course offered by an accredited college or university which is directly related to the job of the employee and books and fees are necessary for the course.
 - c. There is Department Director and City Administrator approval.
 - d. The employee requesting reimbursement is not eligible for any 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 and fees only
 - 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, documentation of payment of reimbursable costs, and the tuition request form to the Human Resources Department for processing for payroll. A grade of “B” or higher will qualify for reimbursement at 100% of the amount allowed and a grade of “C” to “B-“ will qualify for 85% of the allowed amount.
4. **Service Requirement.** Tuition reimbursement is available to regular status full-time employees.
5. **Eligibility Requirements.** Payment for tuition reimbursement shall be limited as follows:
 - a. No tuition reimbursement shall be available until after the completion of the introductory period. Requests for reimbursement and supporting documentation must be turned in within thirty (30) days after completing the course.
6. **Effective Date.** The tuition reimbursement program is a non-retroactive policy and shall go into effect on the date of the ratification of this contract.

The City makes no commitment to provide for the total cost of a higher education course or for all courses leading to a degree. Each course shall be evaluated separately on its merit by the Department Director and the City Administrator to determine eligibility for tuition and related expense reimbursement. Doctoral or PhD level classes and degree programs are not eligible for reimbursement. To be eligible for reimbursement, the course must also be a course or program offered by an accredited college or university.

H. BILINGUAL PAY

Employees who are proficient in an approved second language will be paid One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per calendar year, payable in the second check in November. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Department Director will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Department Director will determine which languages are “approved” based upon the needs of the department as they relate to the demographics of Grand Island.

A test will be given by the Human Resources Department to test the proficiency of the employees in each approved language before an employee is eligible for bilingual pay. The bilingual test will measure, among other things, an employee's conversational ability.

Bilingual pay will be prorated based on the employee's average hours worked. An employee that is hired as an interpreter will not be eligible for bilingual pay.

I. VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION (VEBA)

All employees will be eligible to participate in the group VEBA. A contribution will be made on the employee's behalf each pay period in the amount of Twenty and No/100 Dollars (\$20.00). Employees will have access to the money in their VEBA account for eligible medical expenses upon termination with the City.

J. UNIFORMS

The City shall provide for new Community Service Officer (CSO) employees covered under this contract upon hire, uniform items consisting of: two (2) long sleeved shirts; two (2) short sleeved shirts; two (2) pairs of pants; two (2) pairs of shorts; one (1) hat or visor; and one (1) coat.

The City shall provide a uniform allowance to be paid at the rate of Twenty-Five Dollars (\$25.00) per pay period per full-time employee. The City shall provide and replace, to each CSO covered by this agreement, equipment specific to the position.

The employee will be responsible for the replacement of unserviceable garments. Replacement garments shall meet departmental uniform standards. Management reserves the right to mandate the replacement of unserviceable garments.

The City shall provide for new Police Record Clerk employees covered under this contract upon hire, uniform items consisting of three (3) short sleeve shirts. Upon completion of the employee introductory period, the City shall provide two (2) additional short sleeve shirts. Thereafter, the City shall provide two (2) short sleeve shirts annually. A Police Record Clerk may substitute one (1) short sleeve shirt for a jacket provided the employee pays the cost difference.

ARTICLE XVII - MANAGEMENT RIGHTS

A. OPERATION IN BEST INTEREST OF CITY

The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees, provided, that the City, acting through its chief administrative officer, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.

B. STATUTORY AND ORDINANCE RIGHTS

This agreement in no way changes the power of the City to exercise any and all powers vested in it by the statutes of the State of Nebraska and the Grand Island City Code except as limited by the terms of this agreement and the principles of collective bargaining and labor law.

C. OTHER RIGHTS

It is understood and agreed that the City possesses the sole right to operate and conduct municipal functions and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this contract. These rights include but are not limited to the following:

- a. Discipline or discharge for matters arising under this agreement or the City's Personnel Rules and Regulations.
- ~~a.~~
- b. Direct the work force.
- c. Hire, assign, or transfer employees.
- d. Determine the mission of the City.
- e. Determine the methods, means, number of personnel needed to carry out the City's mission.
- f. Introduce new or improved methods or facilities.
- g. Change existing methods or facilities.
- h. Contract out for goods or services.
- i. Reductions in workforce in the best interests of the City.
- j. The right to classify jobs and allocate individual employees to appropriate classifications based upon duty assignment.

D. PRIOR AGREEMENTS SUPERSEDED

This document constitutes the sole and complete arrangement between the parties. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the employer and the Union or any individual employee covered by this agreement is hereby superseded.

E. MATTERS NOT MENTIONED

Any and all matters not specifically mentioned in this agreement are reserved to the City. Such matters reserved to the City and all matters specified in Paragraph “C” above (except ”a”, covering discipline and discharge for just cause) as management rights shall not be subject to the grievance procedures or negotiations during the life of this agreement. Matters that are mandatory topics of collective bargaining under applicable law will not be amended without mutual agreement during the term of this contract. All provisions of Chapters One, Two, and Three of the City Personnel Rules and Regulations now in effect not in conflict with this contract are by this reference made a part of this Agreement and shall not be amended unless agreed upon by both the Union and the City.

F. INDUSTRIAL RELATIONS

All industrial relations functions of the City shall be handled by the Mayor or his or her designated representative. The Union will not approve or encourage its membership to engage in industrial relations functions with anyone other than the Mayor or his or her designated representative.

G. PERSONNEL FUNCTIONS

All personnel functions of the City shall be handled by a duly designated representative of the Mayor or Chief Administrative Officer. The Union agrees that it shall deal with the City only through the Chief Administrative Officer, or his or her designated representative.

H. MEMBERS OF CITY COUNCIL

The Union and its membership agree that it will not contact or deal with any of the members of the City Council concerning any aspects of negotiations, grievances, or any other relationship between the Union and the City.

ARTICLE XVIII - GENERAL PROVISIONS

1. a. No representative of the Union shall be permitted to come on any job site of the City for any reason without first presenting his or her credentials to the Mayor or Department Director, and obtaining permission to come on the job site of the City. Such permission shall not be unreasonably withheld.

- b. Stewards shall be selected by the Union to conduct lawful functions on behalf of the employees in the bargaining unit. The Union shall furnish the City with the names of any stewards selected. All stewards shall be regular full time employees of the City. Stewards shall report to the department director or the director’s designee prior to leaving work to perform the steward’s duties and upon the return to work after performing such duties. Time off to perform such duties is not an unlimited right and reasonable restrictions may be imposed by the City consistent with this contract and applicable labor laws. Such leave will be without pay unless the employees requests to use accumulated vacation or personal leave.

2. The Union agrees that it or its members will not solicit membership in the Union or otherwise carry on Union activities during working hours.
3. The City agrees not to discriminate against any employee on the basis of race, creed, color, sex, age, or national origin, as provided by law.
4. The City and the Union agree not to interfere with the right of employees to become or not to become members of the Union, and further, that there shall be no discrimination or coercion against any employee because of union membership or non-membership.
5. The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the Union or which is in conflict with this agreement.
6. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under this Article. This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of operation.

ARTICLE XIX - STRIKES AND LOCKOUTS

1. Neither the Union nor any of its officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be summarily discharged or disciplined by the City.
2. The City will not lock out any employees during the term of the agreement as a result of a labor dispute with the union.

ARTICLE XX - DURATION OF CONTRACT

1. All of the terms, rights, obligations, benefits and conditions of this agreement will expire on its termination.
2. This agreement shall continue in full force and effect until Midnight on September 30, 2024.

Negotiations for a new agreement to take effect upon the termination of this agreement may begin on January 1st of the year of termination of this agreement with the expectation to start no later than February 1st of that year and the expectation is that it be completed no later than April 30th for budget preparation purposes unless an extension is agreed to by both the Union and the City.

ARTICLE XXI- GENERAL PROVISIONS FOR UNION ACTIVITY

A. PAYROLL DEDUCTION

Upon receipt of a properly executed written request for payroll deduction of Union membership dues signed by any regular permanent employee, the Department shall: (1) make payroll deductions in accordance with that authorization card from such employee's wages and payments, and (2) remit the amount so deducted to the business manager of Local 1597, I.B.E.W. of America. The City will not withhold any initiation fees, assessments, special or otherwise, nor any funds from an employee's pay for the benefit of the Union other than the regular monthly Union dues as set forth herein.

B. REQUEST FORMS

Requests for payroll deduction or revocation of said Union membership dues must be made on the form approved by the Union and the Department.

C. UNION CERTIFICATION

By written certification, the business manager of the I.B.E.W. shall keep the Department currently informed of the amount of regular Union membership dues for the pay period. Standard annual dues increases shall not require new authorization cards from each employee.

D. INDEMNIFICATION

The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with the provisions of this part, or in reliance on any dues deduction card furnished under the provisions of this part or on any certification by the business manager of the I.B.E.W.

E. STRIKES, ETC.

This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the Union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of the City operations.

F. UNION TIME

The City will allow Union Officers, and members of the negotiation, retirement 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 Department Directors or designees. Such matters include but are not limited to grievances, scheduling of hearings and negotiation sessions and answering questions from Human Resources, City Administration and Department Directors or designees.

ARTICLE XXII- SEVERABILITY

If any of the provisions of agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of the agreement shall remain full force and effect for the duration of the agreement. Both parties shall then meet and attempt to negotiate a substitute.

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriations or ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The union acknowledges that the City must comply with the Nebraska Budget Act.

ARTICLE XXIII - SCOPE OF AGREEMENT

A. COMPLETE AGREEMENT

The parties mutually agree that this contract constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersedes all previous agreements. This contract shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

B. INTERPRETATION

This Agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

C. NEGOTIATIONS

The parties agree that the negotiations preceding the signing of this Agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

ARTICLE XXIV - C.I.R. WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations (CIR) alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 2021 through September 30, 2024.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF GRAND ISLAND, NEBRASKA, A MUNICIPAL CORPORATION

BY _____
ROGER G. STEELE, MAYOR

ATTEST _____
RANAE EDWARDS, CITY CLERK

Dated _____

I.B.E.W. LOCAL No. 1597

BY _____
PRESIDENT LOCAL No. 1597

Dated _____

CHIEF STEWARD LOCAL No. 1597

EXHIBIT A

**IBEW SERVICE/CLERICAL/FINANCE SALARY TABLE
FISCAL YEAR 2021 - 2022**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ACCT CLERK 1003	HOURLY	18.1313	19.1189	20.1602	21.2582	22.4160	23.6370	24.9243	26.2818
	BIWEEKLY	1,450.50	1,529.51	1,612.82	1,700.66	1,793.28	1,890.96	1,993.94	2,102.54
	MONTHLY	3,142.75	3,313.94	3,494.44	3,684.76	3,885.44	4,097.08	4,320.20	4,555.50
	ANNUAL	37,713.00	39,767.26	41,933.32	44,217.16	46,625.28	49,164.96	51,842.44	54,666.04

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ACCT TECH STR 1005	HOURLY	21.7231	22.5823	23.4754	24.4039	25.3691	26.3725	27.4156	28.4998
	BIWEEKLY	1,737.85	1,806.58	1,878.03	1,952.31	2,029.53	2,109.80	2,193.25	2,279.98
	MONTHLY	3,765.34	3,914.26	4,069.07	4,230.01	4,397.32	4,571.23	4,752.04	4,939.96
	ANNUAL	45,184.10	46,971.08	48,828.78	50,760.06	52,767.78	54,854.80	57,024.50	59,279.48

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ADM AST BLDG 1008	HOURLY	20.4435	21.5295	22.6735	23.8781	25.1467	26.4827	27.8898	29.3215
	BIWEEKLY	1,635.48	1,722.36	1,813.88	1,910.25	2,011.74	2,118.62	2,231.18	2,345.72
	MONTHLY	3,543.54	3,731.78	3,930.07	4,138.88	4,358.77	4,590.34	4,834.22	5,082.39
	ANNUAL	42,522.48	44,781.36	47,160.88	49,666.50	52,305.24	55,084.12	58,010.68	60,988.72

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ADMIN ASST FIRE 1010	HOURLY	20.4435	21.5295	22.6735	23.8781	25.1467	26.4827	27.8898	29.3215
	BIWEEKLY	1,635.48	1,722.36	1,813.88	1,910.25	2,011.74	2,118.62	2,231.18	2,345.72
	MONTHLY	3,543.54	3,731.78	3,930.07	4,138.88	4,358.77	4,590.34	4,834.22	5,082.39
	ANNUAL	42,522.48	44,781.36	47,160.88	49,666.50	52,305.24	55,084.12	58,010.68	60,988.72

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ADMIN ASST PLAN 1011	HOURLY	20.4435	21.5295	22.6735	23.8781	25.1467	26.4827	27.8898	29.3215
	BIWEEKLY	1,635.48	1,722.36	1,813.88	1,910.25	2,011.74	2,118.62	2,231.18	2,345.72
	MONTHLY	3,543.54	3,731.78	3,930.07	4,138.88	4,358.77	4,590.34	4,834.22	5,082.39
	ANNUAL	42,522.48	44,781.36	47,160.88	49,666.50	52,305.24	55,084.12	58,010.68	60,988.72

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ADMIN ASST PW 1012	HOURLY	21.6005	22.7778	24.0194	25.3285	26.7090	28.1648	29.6999	31.2640
	BIWEEKLY	1,728.04	1,822.22	1,921.55	2,026.28	2,136.72	2,253.18	2,375.99	2,501.12
	MONTHLY	3,744.09	3,948.14	4,163.36	4,390.27	4,629.56	4,881.89	5,147.98	5,419.09
	ANNUAL	44,929.04	47,377.72	49,960.30	52,683.28	55,554.72	58,582.68	61,775.74	65,029.12

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
AUDIO VIDEO TEC 1020	HOURLY	24.4873	25.5477	26.6540	27.8083	29.0125	30.2688	31.5795	32.9470
	BIWEEKLY	1,958.98	2,043.82	2,132.32	2,224.66	2,321.00	2,421.50	2,526.36	2,635.76
	MONTHLY	4,244.46	4,428.28	4,620.03	4,820.10	5,028.83	5,246.58	5,473.78	5,710.81
	ANNUAL	50,933.48	53,139.32	55,440.32	57,841.16	60,346.00	62,959.00	65,685.36	68,529.76

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BLD INSPECTOR 1025	HOURLY	24.0080	25.4375	26.9521	28.5568	30.2571	32.0586	33.9674	35.9899
	BIWEEKLY	1,920.64	2,035.00	2,156.17	2,284.54	2,420.57	2,564.69	2,717.39	2,879.19
	MONTHLY	4,161.39	4,409.17	4,671.70	4,949.84	5,244.57	5,556.83	5,887.68	6,238.25
	ANNUAL	49,936.64	52,910.00	56,060.42	59,398.04	62,934.82	66,681.94	70,652.14	74,858.94

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PBL SFTY DSPCH 1035	HOURLY	21.7901	22.6759	23.5978	24.5572	25.5555	26.5945	27.6757	28.8008
	BIWEEKLY	1,743.21	1,814.07	1,887.82	1,964.58	2,044.44	2,127.56	2,214.06	2,304.06
	MONTHLY	3,776.96	3,930.49	4,090.28	4,256.59	4,429.62	4,609.71	4,797.13	4,992.13
	ANNUAL	45,323.46	47,165.82	49,083.32	51,079.08	53,155.44	55,316.56	57,565.56	59,905.56

EXHIBIT A

**IBEW SERVICE/CLERICAL/FINANCE SALARY TABLE
FISCAL YEAR 2021 - 2022**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PBL SFTY DS/911	HOURLY	21.7901	22.6759	23.5978	24.5572	25.5555	26.5945	27.6757	28.8008
1037	BIWEEKLY	1,743.21	1,814.07	1,887.82	1,964.58	2,044.44	2,127.56	2,214.06	2,304.06
	MONTHLY	3,776.96	3,930.49	4,090.28	4,256.59	4,429.62	4,609.71	4,797.13	4,992.13
	ANNUAL	45,323.46	47,165.82	49,083.32	51,079.08	53,155.44	55,316.56	57,565.56	59,905.56

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PBLSFTY DS/WRLS	HOURLY	21.7901	22.6759	23.5978	24.5572	25.5555	26.5945	27.6757	28.8008
1038	BIWEEKLY	1,743.21	1,814.07	1,887.82	1,964.58	2,044.44	2,127.56	2,214.06	2,304.06
	MONTHLY	3,776.96	3,930.49	4,090.28	4,256.59	4,429.62	4,609.71	4,797.13	4,992.13
	ANNUAL	45,323.46	47,165.82	49,083.32	51,079.08	53,155.44	55,316.56	57,565.56	59,905.56

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
CASHIER	HOURLY	18.6247	19.4895	20.3946	21.3418	22.3328	23.3698	24.4551	25.5908
1039	BIWEEKLY	1,489.98	1,559.16	1,631.57	1,707.34	1,786.62	1,869.58	1,956.41	2,047.26
	MONTHLY	3,228.29	3,378.18	3,535.07	3,699.24	3,871.01	4,050.76	4,238.89	4,435.73
	ANNUAL	38,739.48	40,538.16	42,420.82	44,390.84	46,452.12	48,609.08	50,866.66	53,228.76

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
COM SERV OFFCR	HOURLY	17.5592	18.4276	19.3389	20.2953	21.2990	22.3523	23.4577	24.6211
1043	BIWEEKLY	1,404.74	1,474.21	1,547.11	1,623.62	1,703.92	1,788.18	1,876.62	1,969.69
	MONTHLY	3,043.60	3,194.12	3,352.07	3,517.84	3,691.83	3,874.39	4,066.01	4,267.66
	ANNUAL	36,523.24	38,329.46	40,224.86	42,214.12	44,301.92	46,492.68	48,792.12	51,211.94

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
COMPUTER TECH	HOURLY	25.5128	26.8652	28.2892	29.7888	31.3679	33.0306	34.7815	36.6251
1055	BIWEEKLY	2,041.02	2,149.22	2,263.14	2,383.10	2,509.43	2,642.45	2,782.52	2,930.01
	MONTHLY	4,422.21	4,656.64	4,903.47	5,163.38	5,437.10	5,725.31	6,028.79	6,348.36
	ANNUAL	53,066.52	55,879.72	58,841.64	61,960.60	65,245.18	68,703.70	72,345.52	76,180.26

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
CRIME ANALYST	HOURLY	25.1338	26.0714	27.0440	28.0529	29.0994	30.1849	31.3109	32.4789
1057	BIWEEKLY	2,010.70	2,085.71	2,163.52	2,244.23	2,327.95	2,414.79	2,504.87	2,598.31
	MONTHLY	4,356.52	4,519.04	4,687.63	4,862.50	5,043.89	5,232.05	5,427.22	5,629.67
	ANNUAL	52,278.20	54,228.46	56,251.52	58,349.98	60,526.70	62,784.54	65,126.62	67,556.06

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ELEC INSPECTOR	HOURLY	24.1752	25.5813	27.0692	28.6436	30.3096	32.0725	33.9380	35.9119
1065	BIWEEKLY	1,934.02	2,046.50	2,165.54	2,291.49	2,424.77	2,565.80	2,715.04	2,872.95
	MONTHLY	4,190.38	4,434.08	4,692.00	4,964.90	5,253.67	5,559.23	5,882.59	6,224.73
	ANNUAL	50,284.52	53,209.00	56,304.04	59,578.74	63,044.02	66,710.80	70,591.04	74,696.70

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
EMER MGM COORD	HOURLY	21.5894	22.7621	23.9986	25.3021	26.6765	28.1256	29.6533	31.2640
1070	BIWEEKLY	1,727.15	1,820.97	1,919.89	2,024.17	2,134.12	2,250.05	2,372.26	2,501.12
	MONTHLY	3,742.16	3,945.44	4,159.76	4,385.70	4,623.93	4,875.11	5,139.90	5,419.09
	ANNUAL	44,905.90	47,345.22	49,917.14	52,628.42	55,487.12	58,501.30	61,678.76	65,029.12

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ENG TECH PW	HOURLY	24.1683	25.3849	26.6629	28.0052	29.4151	30.8959	32.4513	34.0850
1075	BIWEEKLY	1,933.46	2,030.79	2,133.03	2,240.42	2,353.21	2,471.67	2,596.10	2,726.80
	MONTHLY	4,189.16	4,400.05	4,621.57	4,854.24	5,098.62	5,355.29	5,624.88	5,908.07
	ANNUAL	50,269.96	52,800.54	55,458.78	58,250.92	61,183.46	64,263.42	67,498.60	70,896.80

EXHIBIT A

**IBEW SERVICE/CLERICAL/FINANCE SALARY TABLE
FISCAL YEAR 2021 - 2022**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
EVIDENCE TECH 1080	HOURLY	20.2408	21.3532	22.5268	23.7649	25.0710	26.4489	27.9025	29.4361
	BIWEEKLY	1,619.26	1,708.26	1,802.14	1,901.19	2,005.68	2,115.91	2,232.20	2,354.89
	MONTHLY	3,508.40	3,701.23	3,904.64	4,119.25	4,345.64	4,584.47	4,836.43	5,102.26
	ANNUAL	42,100.76	44,414.76	46,855.64	49,430.94	52,147.68	55,013.66	58,037.20	61,227.14

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
GIS COORDINATOR 1090	HOURLY	31.0713	32.9450	34.9315	37.0378	39.2712	41.6393	44.1502	46.8124
	BIWEEKLY	2,485.70	2,635.60	2,794.52	2,963.02	3,141.70	3,331.14	3,532.02	3,744.99
	MONTHLY	5,385.68	5,710.47	6,054.79	6,419.88	6,807.02	7,217.47	7,652.71	8,114.15
	ANNUAL	64,628.20	68,525.60	72,657.52	77,038.52	81,684.20	86,609.64	91,832.52	97,369.74

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT WRK I BLD 1095	HOURLY	17.1541	18.0276	18.9457	19.9105	20.9244	21.9900	23.1098	24.2867
	BIWEEKLY	1,372.33	1,442.21	1,515.66	1,592.84	1,673.95	1,759.20	1,848.78	1,942.94
	MONTHLY	2,973.38	3,124.79	3,283.93	3,451.15	3,626.89	3,811.60	4,005.69	4,209.70
	ANNUAL	35,680.58	37,497.46	39,407.16	41,413.84	43,522.70	45,739.20	48,068.28	50,516.44

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT WRK I POL 1097	HOURLY	17.1541	18.0276	19.2517	19.9105	20.9244	21.9900	23.1098	24.2867
	BIWEEKLY	1,372.33	1,442.21	1,540.14	1,592.84	1,673.95	1,759.20	1,848.78	1,942.94
	MONTHLY	2,973.38	3,124.79	3,336.97	3,451.15	3,626.89	3,811.60	4,005.69	4,209.70
	ANNUAL	35,680.58	37,497.46	40,043.64	41,413.84	43,522.70	45,739.20	48,068.28	50,516.44

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT WRK I LBR 1098	HOURLY	17.1541	18.0276	18.9457	19.9105	20.9244	21.9900	23.1098	24.2867
	BIWEEKLY	1,372.33	1,442.21	1,515.66	1,592.84	1,673.95	1,759.20	1,848.78	1,942.94
	MONTHLY	2,973.38	3,124.79	3,283.93	3,451.15	3,626.89	3,811.60	4,005.69	4,209.70
	ANNUAL	35,680.58	37,497.46	39,407.16	41,413.84	43,522.70	45,739.20	48,068.28	50,516.44

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT WRKII BLD 1100	HOURLY	20.1627	21.0372	21.9495	22.9013	23.8945	24.9308	26.0119	27.1401
	BIWEEKLY	1,613.02	1,682.98	1,755.96	1,832.10	1,911.56	1,994.46	2,080.95	2,171.21
	MONTHLY	3,494.88	3,646.46	3,804.58	3,969.55	4,141.71	4,321.33	4,508.73	4,704.29
	ANNUAL	41,938.52	43,757.48	45,654.96	47,634.60	49,700.56	51,855.96	54,104.70	56,451.46

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT WRKII POL 1101	HOURLY	20.1627	21.0372	21.9495	22.9013	23.8945	24.9308	26.0119	27.1401
	BIWEEKLY	1,613.02	1,682.98	1,755.96	1,832.10	1,911.56	1,994.46	2,080.95	2,171.21
	MONTHLY	3,494.88	3,646.46	3,804.58	3,969.55	4,141.71	4,321.33	4,508.73	4,704.29
	ANNUAL	41,938.52	43,757.48	45,654.96	47,634.60	49,700.56	51,855.96	54,104.70	56,451.46

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT WRKII LIB 1102	HOURLY	20.1627	21.0372	21.9495	22.9013	23.8945	24.9308	26.0119	27.1401
	BIWEEKLY	1,613.02	1,682.98	1,755.96	1,832.10	1,911.56	1,994.46	2,080.95	2,171.21
	MONTHLY	3,494.88	3,646.46	3,804.58	3,969.55	4,141.71	4,321.33	4,508.73	4,704.29
	ANNUAL	41,938.52	43,757.48	45,654.96	47,634.60	49,700.56	51,855.96	54,104.70	56,451.46

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ADMIN ASST PRK 1105	HOURLY	20.4435	21.5295	22.6735	23.8781	25.1467	26.4827	27.8898	29.3215
	BIWEEKLY	1,635.48	1,722.36	1,813.88	1,910.25	2,011.74	2,118.62	2,231.18	2,345.72
	MONTHLY	3,543.54	3,731.78	3,930.07	4,138.88	4,358.77	4,590.34	4,834.22	5,082.39
	ANNUAL	42,522.48	44,781.36	47,160.88	49,666.50	52,305.24	55,084.12	58,010.68	60,988.72

EXHIBIT A

**IBEW SERVICE/CLERICAL/FINANCE SALARY TABLE
FISCAL YEAR 2021 - 2022**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PAYROLL CLERK 1107	HOURLY	21.2139	22.2877	23.4159	24.6011	25.8464	27.1547	28.5292	29.9773
	BIWEEKLY	1,697.11	1,783.02	1,873.27	1,968.09	2,067.71	2,172.38	2,282.34	2,398.18
	MONTHLY	3,677.07	3,863.21	4,058.75	4,264.20	4,480.04	4,706.82	4,945.07	5,196.06
	ANNUAL	44,124.86	46,358.52	48,705.02	51,170.34	53,760.46	56,481.88	59,340.84	62,352.68

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PLANS EXAMINER 1120	HOURLY	23.9582	25.3916	26.9108	28.5210	30.2274	32.0360	33.9527	35.9899
	BIWEEKLY	1,916.66	2,031.33	2,152.86	2,281.68	2,418.19	2,562.88	2,716.22	2,879.19
	MONTHLY	4,152.76	4,401.22	4,664.53	4,943.64	5,239.41	5,552.91	5,885.14	6,238.25
	ANNUAL	49,833.16	52,814.58	55,974.36	59,323.68	62,872.94	66,634.88	70,621.72	74,858.94

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PLMB/MCH INSP 1127	HOURLY	24.1864	25.5562	27.0035	28.5328	30.1485	31.8559	33.6600	35.5663
	BIWEEKLY	1,934.91	2,044.50	2,160.28	2,282.62	2,411.88	2,548.47	2,692.80	2,845.30
	MONTHLY	4,192.31	4,429.75	4,680.61	4,945.68	5,225.74	5,521.69	5,834.40	6,164.82
	ANNUAL	50,307.66	53,157.00	56,167.28	59,348.12	62,708.88	66,260.22	70,012.80	73,977.80

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
POL REC CLRK 1130	HOURLY	18.0813	19.0109	19.9882	21.0158	22.0962	23.2320	24.4263	25.6821
	BIWEEKLY	1,446.50	1,520.87	1,599.06	1,681.26	1,767.70	1,858.56	1,954.10	2,054.57
	MONTHLY	3,134.08	3,295.22	3,464.63	3,642.73	3,830.02	4,026.88	4,233.88	4,451.57
	ANNUAL	37,609.00	39,542.62	41,575.56	43,712.76	45,960.20	48,322.56	50,806.60	53,418.82

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ACCTS PAY CLERK 1135	HOURLY	20.4525	21.4894	22.5787	23.7234	24.9259	26.1896	27.5173	28.9122
	BIWEEKLY	1,636.20	1,719.15	1,806.30	1,897.87	1,994.07	2,095.17	2,201.38	2,312.98
	MONTHLY	3,545.10	3,724.83	3,913.65	4,112.05	4,320.49	4,539.54	4,769.66	5,011.46
	ANNUAL	42,541.20	44,697.90	46,963.80	49,344.62	51,845.82	54,474.42	57,235.88	60,137.48

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SHOOTRANGE OPER 1140	HOURLY	26.6273	27.7812	28.9851	30.2412	31.5517	32.9190	34.3454	35.8338
	BIWEEKLY	2,130.18	2,222.50	2,318.81	2,419.30	2,524.14	2,633.52	2,747.63	2,866.70
	MONTHLY	4,615.39	4,815.42	5,024.09	5,241.82	5,468.97	5,705.96	5,953.20	6,211.18
	ANNUAL	55,384.68	57,785.00	60,289.06	62,901.80	65,627.64	68,471.52	71,438.38	74,534.20

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SHT RNG OPR RFL 1141	HOURLY	26.6273	27.7812	28.9851	30.2412	31.5517	32.9190	34.3454	35.8338
	BIWEEKLY	2,130.18	2,222.50	2,318.81	2,419.30	2,524.14	2,633.52	2,747.63	2,866.70
	MONTHLY	4,615.39	4,815.42	5,024.09	5,241.82	5,468.97	5,705.96	5,953.20	6,211.18
	ANNUAL	55,384.68	57,785.00	60,289.06	62,901.80	65,627.64	68,471.52	71,438.38	74,534.20

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SR ACCT CLK 1147	HOURLY	20.2854	21.3340	22.4368	23.5968	24.8166	26.0995	27.4487	28.8676
	BIWEEKLY	1,622.83	1,706.72	1,794.94	1,887.74	1,985.33	2,087.96	2,195.90	2,309.41
	MONTHLY	3,516.13	3,697.89	3,889.04	4,090.10	4,301.55	4,523.91	4,757.78	5,003.72
	ANNUAL	42,193.58	44,374.72	46,668.44	49,081.24	51,618.58	54,286.96	57,093.40	60,044.66

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP SECR 1200	HOURLY	20.3634	21.3913	22.4711	23.6055	24.7970	26.0488	27.3637	28.7450
	BIWEEKLY	1,629.07	1,711.30	1,797.69	1,888.44	1,983.76	2,083.90	2,189.10	2,299.60
	MONTHLY	3,529.65	3,707.82	3,895.00	4,091.62	4,298.15	4,515.12	4,743.05	4,982.47
	ANNUAL	42,355.82	44,493.80	46,739.94	49,099.44	51,577.76	54,181.40	56,916.60	59,789.60

EXHIBIT B

**IBEW SERVICE/CLERICAL/FINANCE SALARY TABLE
FISCAL YEAR 2022 - 2023**

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
ACCT CLERK	HOURLY	19.7952	20.6455	21.5323	22.4572	23.4218	24.4278	25.4771	26.5714
1003	BIWEEKLY	1,583.62	1,651.64	1,722.58	1,796.58	1,873.74	1,954.22	2,038.17	2,125.71
	MONTHLY	3,431.18	3,578.55	3,732.26	3,892.59	4,059.77	4,234.14	4,416.04	4,605.71
	ANNUAL	41,174.12	42,942.64	44,787.08	46,711.08	48,717.24	50,809.72	52,992.42	55,268.46
ACCTS PAY CLERK	HOURLY	21.9060	22.8632	23.8622	24.9048	25.9931	27.1288	28.3142	29.5514
1135	BIWEEKLY	1,752.48	1,829.06	1,908.98	1,992.38	2,079.45	2,170.30	2,265.14	2,364.11
	MONTHLY	3,797.04	3,962.96	4,136.12	4,316.82	4,505.48	4,702.32	4,907.80	5,122.24
	ANNUAL	45,564.48	47,555.56	49,633.48	51,801.88	54,065.70	56,427.80	58,893.64	61,466.86
ACCT TECH STR	HOURLY	21.7231	22.6465	23.6091	24.6127	25.6589	26.7496	27.8867	29.0721
1005	BIWEEKLY	1,737.85	1,811.72	1,888.73	1,969.02	2,052.71	2,139.97	2,230.94	2,325.77
	MONTHLY	3,765.34	3,925.39	4,092.25	4,266.21	4,447.54	4,636.60	4,833.70	5,039.17
	ANNUAL	45,184.10	47,104.72	49,106.98	51,194.52	53,370.46	55,639.22	58,004.44	60,470.02
ADMIN ASST BLDG	HOURLY	20.4435	21.5244	22.6625	23.8607	25.1223	26.4505	27.8490	29.3215
1008	BIWEEKLY	1,635.48	1,721.95	1,813.00	1,908.86	2,009.78	2,116.04	2,227.92	2,345.72
	MONTHLY	3,543.54	3,730.89	3,928.17	4,135.86	4,354.52	4,584.75	4,827.16	5,082.39
	ANNUAL	42,522.48	44,770.70	47,138.00	49,630.36	52,254.28	55,017.04	57,925.92	60,988.72
ADMIN ASST FIRE	HOURLY	20.4435	21.5244	22.6625	23.8607	25.1223	26.4505	27.8490	29.3215
1010	BIWEEKLY	1,635.48	1,721.95	1,813.00	1,908.86	2,009.78	2,116.04	2,227.92	2,345.72
	MONTHLY	3,543.54	3,730.89	3,928.17	4,135.86	4,354.52	4,584.75	4,827.16	5,082.39
	ANNUAL	42,522.48	44,770.70	47,138.00	49,630.36	52,254.28	55,017.04	57,925.92	60,988.72
ADMIN ASST PARKS	HOURLY	20.4435	21.5244	22.6625	23.8607	25.1223	26.4505	27.8490	29.3215
1105	BIWEEKLY	1,635.48	1,721.95	1,813.00	1,908.86	2,009.78	2,116.04	2,227.92	2,345.72
	MONTHLY	3,543.54	3,730.89	3,928.17	4,135.86	4,354.52	4,584.75	4,827.16	5,082.39
	ANNUAL	42,522.48	44,770.70	47,138.00	49,630.36	52,254.28	55,017.04	57,925.92	60,988.72
ADMIN ASST PLAN	HOURLY	20.4435	21.5295	22.6735	23.8781	25.1467	26.4827	27.8898	29.3215
1011	BIWEEKLY	1,635.48	1,722.36	1,813.88	1,910.25	2,011.74	2,118.62	2,231.18	2,345.72
	MONTHLY	3,543.54	3,731.78	3,930.07	4,138.88	4,358.77	4,590.34	4,834.22	5,082.39
	ANNUAL	42,522.48	44,781.36	47,160.88	49,666.50	52,305.24	55,084.12	58,010.68	60,988.72
AUDIO VIDEO TEC	HOURLY	26.8201	28.0626	29.3626	30.7229	32.1462	33.6354	35.1936	36.8240
1020	BIWEEKLY	2,145.61	2,245.01	2,349.01	2,457.83	2,571.70	2,690.83	2,815.49	2,945.92
	MONTHLY	4,648.82	4,864.19	5,089.52	5,325.30	5,572.02	5,830.13	6,100.23	6,382.83
	ANNUAL	55,785.86	58,370.26	61,074.26	63,903.58	66,864.20	69,961.58	73,202.74	76,593.92
BLD INSPECTOR	HOURLY	27.0111	28.2786	29.6055	30.9947	32.4491	33.9717	35.5658	37.2347
1025	BIWEEKLY	2,160.89	2,262.29	2,368.44	2,479.58	2,595.93	2,717.74	2,845.26	2,978.78
	MONTHLY	4,681.93	4,901.63	5,131.62	5,372.42	5,624.52	5,888.44	6,164.73	6,454.02
	ANNUAL	56,183.14	58,819.54	61,579.44	64,469.08	67,494.18	70,661.24	73,976.76	77,448.28

EXHIBIT B

**IBEW SERVICE/CLERICAL/FINANCE SALARY TABLE
FISCAL YEAR 2022 - 2023**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
CASHIER	HOURLY	20.0668	20.7799	21.5184	22.2831	23.0749	23.8949	24.7441	25.6234
1039	BIWEEKLY	1,605.34	1,662.39	1,721.47	1,782.65	1,845.99	1,911.59	1,979.53	2,049.87
	MONTHLY	3,478.24	3,601.85	3,729.85	3,862.41	3,999.65	4,141.78	4,288.98	4,441.39
	ANNUAL	41,738.84	43,222.14	44,758.22	46,348.90	47,995.74	49,701.34	51,467.78	53,296.62
COM SERV OFFCR	HOURLY	19.7531	20.5310	21.3396	22.1800	23.0535	23.9613	24.9050	25.8858
1043	BIWEEKLY	1,580.25	1,642.48	1,707.17	1,774.40	1,844.28	1,916.90	1,992.40	2,070.86
	MONTHLY	3,423.88	3,558.71	3,698.87	3,844.53	3,995.94	4,153.28	4,316.87	4,486.86
	ANNUAL	41,086.50	42,704.48	44,386.42	46,134.40	47,951.28	49,839.40	51,802.40	53,842.36
COMPUTER TECH	HOURLY	25.5128	26.8896	28.3406	29.8700	31.4818	33.1807	34.9712	36.8584
1055	BIWEEKLY	2,041.02	2,151.17	2,267.25	2,389.60	2,518.54	2,654.46	2,797.70	2,948.67
	MONTHLY	4,422.21	4,660.87	4,912.38	5,177.47	5,456.84	5,751.33	6,061.68	6,388.79
	ANNUAL	53,066.52	55,930.42	58,948.50	62,129.60	65,482.04	69,015.96	72,740.20	76,665.42
CRIME ANALYST	HOURLY	28.6794	29.8712	31.1124	32.4053	33.7519	35.1544	36.6153	38.1368
1057	BIWEEKLY	2,294.35	2,389.70	2,488.99	2,592.42	2,700.15	2,812.35	2,929.22	3,050.94
	MONTHLY	4,971.09	5,177.68	5,392.81	5,616.91	5,850.33	6,093.43	6,346.64	6,610.37
	ANNUAL	59,653.10	62,132.20	64,713.74	67,402.92	70,203.90	73,121.10	76,159.72	79,324.44
ELEC INSPECTOR	HOURLY	27.1431	28.3823	29.6780	31.0329	32.4496	33.9311	35.4801	37.0999
1065	BIWEEKLY	2,171.45	2,270.58	2,374.24	2,482.63	2,595.97	2,714.49	2,838.41	2,967.99
	MONTHLY	4,704.81	4,919.59	5,144.19	5,379.03	5,624.60	5,881.40	6,149.89	6,430.65
	ANNUAL	56,457.70	59,035.08	61,730.24	64,548.38	67,495.22	70,576.74	73,798.66	77,167.74
EMER MGM COORD	HOURLY	25.0300	26.1142	27.2454	28.4255	29.6568	30.9414	32.2817	33.6800
1070	BIWEEKLY	2,002.40	2,089.14	2,179.63	2,274.04	2,372.54	2,475.31	2,582.54	2,694.40
	MONTHLY	4,338.53	4,526.47	4,722.53	4,927.09	5,140.50	5,363.17	5,595.50	5,837.87
	ANNUAL	52,062.40	54,317.64	56,670.38	59,125.04	61,686.04	64,358.06	67,146.04	70,054.40
EVIDENCE TECH	HOURLY	22.2054	23.3373	24.5269	25.7772	27.0912	28.4721	29.9235	31.4488
1080	BIWEEKLY	1,776.43	1,866.98	1,962.15	2,062.18	2,167.30	2,277.77	2,393.88	2,515.90
	MONTHLY	3,848.93	4,045.12	4,251.33	4,468.06	4,695.82	4,935.17	5,186.74	5,451.12
	ANNUAL	46,187.18	48,541.48	51,015.90	53,616.68	56,349.80	59,222.02	62,240.88	65,413.40
GIS COORDINATOR	HOURLY	34.2400	35.9168	37.6757	39.5208	41.4562	43.4864	45.6161	47.8500
1090	BIWEEKLY	2,739.20	2,873.34	3,014.06	3,161.66	3,316.50	3,478.91	3,649.29	3,828.00
	MONTHLY	5,934.93	6,225.57	6,530.46	6,850.26	7,185.75	7,537.64	7,906.80	8,294.00
	ANNUAL	71,219.20	74,706.84	78,365.56	82,203.16	86,229.00	90,451.66	94,881.54	99,528.00
MAINT WRK I BLD	HOURLY	18.8024	19.6141	20.4609	21.3442	22.2657	23.2269	24.2297	25.2757
1095	BIWEEKLY	1,504.19	1,569.13	1,636.87	1,707.54	1,781.26	1,858.15	1,938.38	2,022.06
	MONTHLY	3,259.08	3,399.78	3,546.55	3,699.67	3,859.40	4,025.99	4,199.82	4,381.13
	ANNUAL	39,108.94	40,797.38	42,558.62	44,396.04	46,312.76	48,311.90	50,397.88	52,573.56

EXHIBIT B

**IBEW SERVICE/CLERICAL/FINANCE SALARY TABLE
FISCAL YEAR 2022 - 2023**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT WRK I POL	HOURLY	18.8024	19.6141	20.4609	21.3442	22.2657	23.2269	24.2297	25.2757
	1097 BIWEEKLY	1,504.19	1,569.13	1,636.87	1,707.54	1,781.26	1,858.15	1,938.38	2,022.06
	MONTHLY	3,259.08	3,399.78	3,546.55	3,699.67	3,859.40	4,025.99	4,199.82	4,381.13
	ANNUAL	39,108.94	40,797.38	42,558.62	44,396.04	46,312.76	48,311.90	50,397.88	52,573.56
MAINT WRK I LBR	HOURLY	18.8024	19.6141	20.4609	21.3442	22.2657	23.2269	24.2297	25.2757
	1098 BIWEEKLY	1,504.19	1,569.13	1,636.87	1,707.54	1,781.26	1,858.15	1,938.38	2,022.06
	MONTHLY	3,259.08	3,399.78	3,546.55	3,699.67	3,859.40	4,025.99	4,199.82	4,381.13
	ANNUAL	39,108.94	40,797.38	42,558.62	44,396.04	46,312.76	48,311.90	50,397.88	52,573.56
MAINT WRKII BLD	HOURLY	21.5781	22.4825	23.4247	24.4065	25.4293	26.4951	27.6055	28.7625
	1100 BIWEEKLY	1,726.25	1,798.60	1,873.98	1,952.52	2,034.34	2,119.61	2,208.44	2,301.00
	MONTHLY	3,740.21	3,896.97	4,060.29	4,230.46	4,407.74	4,592.49	4,784.95	4,985.50
	ANNUAL	44,882.50	46,763.60	48,723.48	50,765.52	52,892.84	55,109.86	57,419.44	59,826.00
MAINT WRKII POL	HOURLY	21.5781	22.4825	23.4247	24.4065	25.4293	26.4951	27.6055	28.7625
	1101 BIWEEKLY	1,726.25	1,798.60	1,873.98	1,952.52	2,034.34	2,119.61	2,208.44	2,301.00
	MONTHLY	3,740.21	3,896.97	4,060.29	4,230.46	4,407.74	4,592.49	4,784.95	4,985.50
	ANNUAL	44,882.50	46,763.60	48,723.48	50,765.52	52,892.84	55,109.86	57,419.44	59,826.00
MAINT WRKII LIB	HOURLY	21.5781	22.4825	23.4247	24.4065	25.4293	26.4951	27.6055	28.7625
	1102 BIWEEKLY	1,726.25	1,798.60	1,873.98	1,952.52	2,034.34	2,119.61	2,208.44	2,301.00
	MONTHLY	3,740.21	3,896.97	4,060.29	4,230.46	4,407.74	4,592.49	4,784.95	4,985.50
	ANNUAL	44,882.50	46,763.60	48,723.48	50,765.52	52,892.84	55,109.86	57,419.44	59,826.00
PAYROLL CLERK	HOURLY	23.1606	24.3097	25.5158	26.7817	28.1104	29.5051	30.9689	32.5054
	1107 BIWEEKLY	1,852.85	1,944.78	2,041.26	2,142.54	2,248.83	2,360.41	2,477.51	2,600.43
	MONTHLY	4,014.51	4,213.69	4,422.73	4,642.17	4,872.47	5,114.22	5,367.94	5,634.27
	ANNUAL	48,174.10	50,564.28	53,072.76	55,706.04	58,469.58	61,370.66	64,415.26	67,611.18
PLANS EXAMINER	HOURLY	27.0157	28.5556	30.1834	31.9039	33.7224	35.6447	37.6765	39.8241
	1120 BIWEEKLY	2,161.26	2,284.45	2,414.67	2,552.31	2,697.79	2,851.58	3,014.12	3,185.93
	MONTHLY	4,682.73	4,949.64	5,231.79	5,530.01	5,845.21	6,178.42	6,530.59	6,902.85
	ANNUAL	56,192.76	59,395.70	62,781.42	66,360.06	70,142.54	74,141.08	78,367.12	82,834.18
PLMB/MCH INSP	HOURLY	27.0830	28.2689	29.5068	30.7988	32.1474	33.5551	35.0244	36.5581
	1127 BIWEEKLY	2,166.64	2,261.51	2,360.54	2,463.90	2,571.79	2,684.41	2,801.95	2,924.65
	MONTHLY	4,694.39	4,899.94	5,114.50	5,338.45	5,572.21	5,816.22	6,070.89	6,336.74
	ANNUAL	56,332.64	58,799.26	61,374.04	64,061.40	66,866.54	69,794.66	72,850.70	76,040.90
POL REC CLRK	HOURLY	19.9522	20.8023	21.6887	22.6129	23.5764	24.5809	25.6283	26.7203
	1130 BIWEEKLY	1,596.18	1,664.18	1,735.10	1,809.03	1,886.11	1,966.47	2,050.26	2,137.62
	MONTHLY	3,458.39	3,605.72	3,759.38	3,919.57	4,086.57	4,260.69	4,442.23	4,631.51
	ANNUAL	41,500.68	43,268.68	45,112.60	47,034.78	49,038.86	51,128.22	53,306.76	55,578.12

EXHIBIT B

**IBEW SERVICE/CLERICAL/FINANCE SALARY TABLE
FISCAL YEAR 2022 - 2023**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PUB SAF APPR	HOURLY	19.7531	20.5310	21.3396	22.1800	23.0535	23.9613	24.9050	25.8858
1133	BIWEEKLY	1,580.25	1,642.48	1,707.17	1,774.40	1,844.28	1,916.90	1,992.40	2,070.86
	MONTHLY	3,423.88	3,558.71	3,698.87	3,844.53	3,995.94	4,153.28	4,316.87	4,486.86
	ANNUAL	41,086.50	42,704.48	44,386.42	46,134.40	47,951.28	49,839.40	51,802.40	53,842.36

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PBL SFTY DSPTCH	HOURLY	22.5270	23.5028	24.5208	25.5830	26.6911	27.8473	29.0535	30.3120
1035	BIWEEKLY	1,802.16	1,880.22	1,961.66	2,046.64	2,135.29	2,227.78	2,324.28	2,424.96
	MONTHLY	3,904.68	4,073.81	4,250.26	4,434.39	4,626.46	4,826.86	5,035.94	5,254.08
	ANNUAL	46,856.16	48,885.72	51,003.16	53,212.64	55,517.54	57,922.28	60,431.28	63,048.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PBL SFTY DS/911	HOURLY	22.5270	23.5028	24.5208	25.5830	26.6911	27.8473	29.0535	30.3120
1037	BIWEEKLY	1,802.16	1,880.22	1,961.66	2,046.64	2,135.29	2,227.78	2,324.28	2,424.96
	MONTHLY	3,904.68	4,073.81	4,250.26	4,434.39	4,626.46	4,826.86	5,035.94	5,254.08
	ANNUAL	46,856.16	48,885.72	51,003.16	53,212.64	55,517.54	57,922.28	60,431.28	63,048.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PBL SFTY DS/WRLS	HOURLY	22.5270	23.5028	24.5208	25.5830	26.6911	27.8473	29.0535	30.3120
1038	BIWEEKLY	1,802.16	1,880.22	1,961.66	2,046.64	2,135.29	2,227.78	2,324.28	2,424.96
	MONTHLY	3,904.68	4,073.81	4,250.26	4,434.39	4,626.46	4,826.86	5,035.94	5,254.08
	ANNUAL	46,856.16	48,885.72	51,003.16	53,212.64	55,517.54	57,922.28	60,431.28	63,048.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SHOOT RANGE OPER	HOURLY	26.6273	27.7812	28.9851	30.2411	31.5516	32.9189	34.3454	35.8338
1140	BIWEEKLY	2,130.18	2,222.50	2,318.81	2,419.29	2,524.13	2,633.51	2,747.63	2,866.70
	MONTHLY	4,615.39	4,815.42	5,024.09	5,241.80	5,468.95	5,705.94	5,953.20	6,211.18
	ANNUAL	55,384.68	57,785.00	60,289.06	62,901.54	65,627.38	68,471.26	71,438.38	74,534.20

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SHT RNG OPR RFL	HOURLY	26.6273	27.7812	28.9851	30.2411	31.5516	32.9189	34.3454	35.8338
1141	BIWEEKLY	2,130.18	2,222.50	2,318.81	2,419.29	2,524.13	2,633.51	2,747.63	2,866.70
	MONTHLY	4,615.39	4,815.42	5,024.09	5,241.80	5,468.95	5,705.94	5,953.20	6,211.18
	ANNUAL	55,384.68	57,785.00	60,289.06	62,901.54	65,627.38	68,471.26	71,438.38	74,534.20

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SR ACCT CLK	HOURLY	22.1760	23.1396	24.1450	25.1941	26.2888	27.4311	28.6230	29.8667
1147	BIWEEKLY	1,774.08	1,851.17	1,931.60	2,015.53	2,103.10	2,194.49	2,289.84	2,389.34
	MONTHLY	3,843.84	4,010.87	4,185.13	4,366.98	4,556.72	4,754.73	4,961.32	5,176.90
	ANNUAL	46,126.08	48,130.42	50,221.60	52,403.78	54,680.60	57,056.74	59,535.84	62,122.84

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP SECR	HOURLY	20.6626	21.6914	22.7714	23.9052	25.0954	26.3450	27.6567	29.0337
1200	BIWEEKLY	1,653.01	1,735.31	1,821.71	1,912.42	2,007.63	2,107.60	2,212.54	2,322.70
	MONTHLY	3,581.52	3,759.84	3,947.04	4,143.58	4,349.87	4,566.47	4,793.84	5,032.52
	ANNUAL	42,978.26	45,118.06	47,364.46	49,722.92	52,198.38	54,797.60	57,526.04	60,390.20

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ENG TECH I PW	HOURLY	25.2600	26.1802	27.1340	28.1225	29.1470	30.2089	31.3094	32.4500
	BIWEEKLY	2,020.80	2,094.42	2,170.72	2,249.80	2,331.76	2,416.71	2,504.75	2,596.00
	MONTHLY	4,378.40	4,537.91	4,703.23	4,874.57	5,052.15	5,236.21	5,426.96	5,624.67
	ANNUAL	52,540.80	54,454.92	56,438.72	58,494.80	60,625.76	62,834.46	65,123.50	67,496.00

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
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EXHIBIT B

**IBEW SERVICE/CLERICAL/FINANCE SALARY TABLE
FISCAL YEAR 2022 - 2023**

ENG TECH II PW	HOURLY	<u>31.3500</u>	<u>32.5330</u>	<u>33.7607</u>	<u>35.0347</u>	<u>36.3568</u>	<u>37.7288</u>	<u>39.1525</u>	<u>40.6300</u>
	BIWEEKLY	<u>2,508.00</u>	<u>2,602.64</u>	<u>2,700.86</u>	<u>2,802.78</u>	<u>2,908.54</u>	<u>3,018.30</u>	<u>3,132.20</u>	<u>3,250.40</u>
	MONTHLY	<u>5,434.00</u>	<u>5,639.05</u>	<u>5,851.86</u>	<u>6,072.69</u>	<u>6,301.84</u>	<u>6,539.65</u>	<u>6,786.43</u>	<u>7,042.53</u>
	ANNUAL	<u>65,208.00</u>	<u>67,668.64</u>	<u>70,222.36</u>	<u>72,872.28</u>	<u>75,622.04</u>	<u>78,475.80</u>	<u>81,437.20</u>	<u>84,510.40</u>
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SR ENG TECH PW	HOURLY	<u>34.8500</u>	<u>35.9691</u>	<u>37.1241</u>	<u>38.3162</u>	<u>39.5466</u>	<u>40.8165</u>	<u>42.1272</u>	<u>43.4800</u>
	BIWEEKLY	<u>2,788.00</u>	<u>2,877.53</u>	<u>2,969.93</u>	<u>3,065.30</u>	<u>3,163.73</u>	<u>3,265.32</u>	<u>3,370.18</u>	<u>3,478.40</u>
	MONTHLY	<u>6,040.67</u>	<u>6,234.65</u>	<u>6,434.85</u>	<u>6,641.48</u>	<u>6,854.75</u>	<u>7,074.86</u>	<u>7,302.06</u>	<u>7,536.53</u>
	ANNUAL	<u>72,488.00</u>	<u>74,815.78</u>	<u>77,218.18</u>	<u>79,697.80</u>	<u>82,256.98</u>	<u>84,898.32</u>	<u>87,624.68</u>	<u>90,438.40</u>
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SYSTEMS TECH	HOURLY	<u>42.8267</u>	<u>43.5339</u>	<u>44.2528</u>	<u>44.9835</u>	<u>45.7263</u>	<u>46.4814</u>	<u>47.2490</u>	<u>48.0292</u>
	BIWEEKLY	<u>3,426.14</u>	<u>3,482.71</u>	<u>3,540.22</u>	<u>3,598.68</u>	<u>3,658.10</u>	<u>3,718.51</u>	<u>3,779.92</u>	<u>3,842.34</u>
	MONTHLY	<u>7,423.30</u>	<u>7,545.87</u>	<u>7,670.48</u>	<u>7,797.14</u>	<u>7,925.88</u>	<u>8,056.77</u>	<u>8,189.83</u>	<u>8,325.07</u>
	ANNUAL	<u>89,079.64</u>	<u>90,550.46</u>	<u>92,045.72</u>	<u>93,565.68</u>	<u>95,110.60</u>	<u>96,681.26</u>	<u>98,277.92</u>	<u>99,900.84</u>

EXHIBIT C

**IBEW SERVICE/CLERICAL/FINANCE SALARY TABLE
FISCAL YEAR 2023 - 2024**

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
ACCT CLERK	HOURLY	20.3891	21.2649	22.1783	23.1309	24.1244	25.1606	26.2414	27.3685
1003	BIWEEKLY	1,631.13	1,701.19	1,774.26	1,850.47	1,929.95	2,012.85	2,099.31	2,189.48
	MONTHLY	3,534.12	3,685.91	3,844.23	4,009.35	4,181.56	4,361.18	4,548.51	4,743.87
	ANNUAL	42,409.38	44,230.94	46,130.76	48,112.22	50,178.70	52,334.10	54,582.06	56,926.48
ACCT PAY CLERK	HOURLY	22.5632	23.5491	24.5781	25.6520	26.7728	27.9427	29.1636	30.4379
1135	BIWEEKLY	1,805.06	1,883.93	1,966.25	2,052.16	2,141.82	2,235.42	2,333.09	2,435.03
	MONTHLY	3,910.96	4,081.85	4,260.21	4,446.35	4,640.61	4,843.41	5,055.03	5,275.90
	ANNUAL	46,931.56	48,982.18	51,122.50	53,356.16	55,687.32	58,120.92	60,660.34	63,310.78
ACCT TECH STR	HOURLY	21.9186	22.9176	23.9622	25.0544	26.1964	27.3904	28.6389	29.9442
1005	BIWEEKLY	1,753.49	1,833.41	1,916.98	2,004.35	2,095.71	2,191.23	2,291.11	2,395.54
	MONTHLY	3,799.23	3,972.39	4,153.46	4,342.76	4,540.71	4,747.67	4,964.07	5,190.34
	ANNUAL	45,590.74	47,668.66	49,841.48	52,113.10	54,488.46	56,971.98	59,568.86	62,284.04
ADMIN ASST BLDG	HOURLY	20.6479	21.7900	22.9953	24.2672	25.6095	27.0260	28.5209	30.0985
1008	BIWEEKLY	1,651.83	1,743.20	1,839.62	1,941.38	2,048.76	2,162.08	2,281.67	2,407.88
	MONTHLY	3,578.97	3,776.93	3,985.84	4,206.32	4,438.98	4,684.51	4,943.62	5,217.07
	ANNUAL	42,947.58	45,323.20	47,830.12	50,475.88	53,267.76	56,214.08	59,323.42	62,604.88
ADMIN ASST FIRE	HOURLY	20.6479	21.7900	22.9953	24.2672	25.6095	27.0260	28.5209	30.0985
1010	BIWEEKLY	1,651.83	1,743.20	1,839.62	1,941.38	2,048.76	2,162.08	2,281.67	2,407.88
	MONTHLY	3,578.97	3,776.93	3,985.84	4,206.32	4,438.98	4,684.51	4,943.62	5,217.07
	ANNUAL	42,947.58	45,323.20	47,830.12	50,475.88	53,267.76	56,214.08	59,323.42	62,604.88
ADMIN ASST PARKS	HOURLY	20.6479	21.7900	22.9953	24.2672	25.6095	27.0260	28.5209	30.0985
1105	BIWEEKLY	1,651.83	1,743.20	1,839.62	1,941.38	2,048.76	2,162.08	2,281.67	2,407.88
	MONTHLY	3,578.97	3,776.93	3,985.84	4,206.32	4,438.98	4,684.51	4,943.62	5,217.07
	ANNUAL	42,947.58	45,323.20	47,830.12	50,475.88	53,267.76	56,214.08	59,323.42	62,604.88
ADMIN ASST PLAN	HOURLY	20.6479	21.7900	22.9953	24.2672	25.6095	27.0260	28.5209	30.0985
1011	BIWEEKLY	1,651.83	1,743.20	1,839.62	1,941.38	2,048.76	2,162.08	2,281.67	2,407.88
	MONTHLY	3,578.97	3,776.93	3,985.84	4,206.32	4,438.98	4,684.51	4,943.62	5,217.07
	ANNUAL	42,947.58	45,323.20	47,830.12	50,475.88	53,267.76	56,214.08	59,323.42	62,604.88
AUDIO VIDEO TEC	HOURLY	27.6247	28.9045	30.2435	31.6446	33.1105	34.6444	36.2494	37.9287
1020	BIWEEKLY	2,209.98	2,312.36	2,419.48	2,531.57	2,648.84	2,771.55	2,899.95	3,034.30
	MONTHLY	4,788.29	5,010.11	5,242.21	5,485.07	5,739.15	6,005.03	6,283.23	6,574.32
	ANNUAL	57,459.48	60,121.36	62,906.48	65,820.82	68,869.84	72,060.30	75,398.70	78,891.80
BLD INSPECTOR	HOURLY	27.8214	29.1269	30.4936	31.9245	33.4225	34.9908	36.6328	38.3517
1025	BIWEEKLY	2,225.71	2,330.15	2,439.49	2,553.96	2,673.80	2,799.26	2,930.62	3,068.14
	MONTHLY	4,822.37	5,048.66	5,285.56	5,533.58	5,793.23	6,065.06	6,349.68	6,647.64
	ANNUAL	57,868.46	60,583.90	63,426.74	66,402.96	69,518.80	72,780.76	76,196.12	79,771.64

EXHIBIT C

**IBEW SERVICE/CLERICAL/FINANCE SALARY TABLE
FISCAL YEAR 2023 - 2024**

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
CASHIER	HOURLY	20.6688	21.4033	22.1639	22.9515	23.7672	24.6118	25.4864	26.3921
1039	BIWEEKLY	1,653.50	1,712.26	1,773.11	1,836.12	1,901.38	1,968.94	2,038.91	2,111.37
	MONTHLY	3,582.58	3,709.90	3,841.74	3,978.26	4,119.66	4,266.04	4,417.64	4,574.64
	ANNUAL	42,991.00	44,518.76	46,100.86	47,739.12	49,435.88	51,192.44	53,011.66	54,895.62
COM SERV OFFCR	HOURLY	20.3457	21.1470	21.9798	22.8454	23.7451	24.6802	25.6522	26.6624
1043	BIWEEKLY	1,627.66	1,691.76	1,758.38	1,827.63	1,899.61	1,974.42	2,052.18	2,132.99
	MONTHLY	3,526.60	3,665.48	3,809.82	3,959.87	4,115.82	4,277.91	4,446.39	4,621.48
	ANNUAL	42,319.16	43,985.76	45,717.88	47,518.38	49,389.86	51,334.92	53,356.68	55,457.74
COMPUTER TECH	HOURLY	25.6072	27.0890	28.6565	30.3147	32.0688	33.9245	35.8876	37.9642
1055	BIWEEKLY	2,048.58	2,167.12	2,292.52	2,425.18	2,565.50	2,713.96	2,871.01	3,037.14
	MONTHLY	4,438.59	4,695.43	4,967.13	5,254.56	5,558.58	5,880.25	6,220.52	6,580.47
	ANNUAL	53,263.08	56,345.12	59,605.52	63,054.68	66,703.00	70,562.96	74,646.26	78,965.64
CRIME ANALYST	HOURLY	29.5398	30.7673	32.0458	33.3775	34.7645	36.2091	37.7137	39.2809
1057	BIWEEKLY	2,363.18	2,461.38	2,563.66	2,670.20	2,781.16	2,896.73	3,017.10	3,142.47
	MONTHLY	5,120.22	5,332.99	5,554.60	5,785.43	6,025.85	6,276.25	6,537.05	6,808.69
	ANNUAL	61,442.68	63,995.88	66,655.16	69,425.20	72,310.16	75,314.98	78,444.60	81,704.22
ELEC INSPECTOR	HOURLY	27.9573	29.2337	30.5683	31.9638	33.4231	34.9490	36.5445	38.2129
1065	BIWEEKLY	2,236.58	2,338.70	2,445.46	2,557.10	2,673.85	2,795.92	2,923.56	3,057.03
	MONTHLY	4,845.92	5,067.18	5,298.50	5,540.38	5,793.34	6,057.83	6,334.38	6,623.57
	ANNUAL	58,151.08	60,806.20	63,581.96	66,484.60	69,520.10	72,693.92	76,012.56	79,482.78
EMER MGM COORD	HOURLY	25.7809	26.8976	28.0627	29.2783	30.5465	31.8697	33.2501	34.6904
1070	BIWEEKLY	2,062.47	2,151.81	2,245.02	2,342.26	2,443.72	2,549.58	2,660.01	2,775.23
	MONTHLY	4,468.69	4,662.26	4,864.21	5,074.90	5,294.73	5,524.09	5,763.36	6,013.00
	ANNUAL	53,624.22	55,947.06	58,370.52	60,898.76	63,536.72	66,289.08	69,160.26	72,155.98
EVIDENCE TECH	HOURLY	22.8715	24.0374	25.2627	26.5505	27.9039	29.3263	30.8212	32.3923
1080	BIWEEKLY	1,829.72	1,922.99	2,021.02	2,124.04	2,232.31	2,346.10	2,465.70	2,591.38
	MONTHLY	3,964.39	4,166.48	4,378.88	4,602.09	4,836.67	5,083.22	5,342.35	5,614.66
	ANNUAL	47,572.72	49,997.74	52,546.52	55,225.04	58,040.06	60,998.60	64,108.20	67,375.88
GIS COORDINATOR	HOURLY	35.2672	36.9943	38.8060	40.7064	42.6999	44.7910	46.9846	49.2855
1090	BIWEEKLY	2,821.38	2,959.54	3,104.48	3,256.51	3,415.99	3,583.28	3,758.77	3,942.84
	MONTHLY	6,112.99	6,412.34	6,726.37	7,055.77	7,401.31	7,763.77	8,144.00	8,542.82
	ANNUAL	73,355.88	76,948.04	80,716.48	84,669.26	88,815.74	93,165.28	97,728.02	102,513.84
MAINT WRK I BLD	HOURLY	19.3665	20.2026	21.0748	21.9846	22.9337	23.9238	24.9566	26.0340
1095	BIWEEKLY	1,549.32	1,616.21	1,685.98	1,758.77	1,834.70	1,913.90	1,996.53	2,082.72
	MONTHLY	3,356.86	3,501.79	3,652.96	3,810.67	3,975.18	4,146.78	4,325.82	4,512.56
	ANNUAL	40,282.32	42,021.46	43,835.48	45,728.02	47,702.20	49,761.40	51,909.78	54,150.72

EXHIBIT C

**IBEW SERVICE/CLERICAL/FINANCE SALARY TABLE
FISCAL YEAR 2023 - 2024**

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
<u>MAINT WRK I POL</u>	<u>HOURLY</u>	19.3665	20.2026	21.0748	21.9846	22.9337	23.9238	24.9566	26.0340
<u>1097</u>	<u>BIWEEKLY</u>	1,549.32	1,616.21	1,685.98	1,758.77	1,834.70	1,913.90	1,996.53	2,082.72
	<u>MONTHLY</u>	3,356.86	3,501.79	3,652.96	3,810.67	3,975.18	4,146.78	4,325.82	4,512.56
	<u>ANNUAL</u>	40,282.32	42,021.46	43,835.48	45,728.02	47,702.20	49,761.40	51,909.78	54,150.72
<u>MAINT WRK I LBR</u>	<u>HOURLY</u>	19.3665	20.2026	21.0748	21.9846	22.9337	23.9238	24.9566	26.0340
<u>1098</u>	<u>BIWEEKLY</u>	1,549.32	1,616.21	1,685.98	1,758.77	1,834.70	1,913.90	1,996.53	2,082.72
	<u>MONTHLY</u>	3,356.86	3,501.79	3,652.96	3,810.67	3,975.18	4,146.78	4,325.82	4,512.56
	<u>ANNUAL</u>	40,282.32	42,021.46	43,835.48	45,728.02	47,702.20	49,761.40	51,909.78	54,150.72
<u>MAINT WRKII BLD</u>	<u>HOURLY</u>	22.2254	23.1569	24.1274	25.1386	26.1922	27.2900	28.4337	29.6254
<u>1100</u>	<u>BIWEEKLY</u>	1,778.03	1,852.55	1,930.19	2,011.09	2,095.38	2,183.20	2,274.70	2,370.03
	<u>MONTHLY</u>	3,852.40	4,013.86	4,182.08	4,357.36	4,539.99	4,730.27	4,928.52	5,135.07
	<u>ANNUAL</u>	46,228.78	48,166.30	50,184.94	52,288.34	54,479.88	56,763.20	59,142.20	61,620.78
<u>MAINT WRKII POL</u>	<u>HOURLY</u>	22.2254	23.1569	24.1274	25.1386	26.1922	27.2900	28.4337	29.6254
<u>1101</u>	<u>BIWEEKLY</u>	1,778.03	1,852.55	1,930.19	2,011.09	2,095.38	2,183.20	2,274.70	2,370.03
	<u>MONTHLY</u>	3,852.40	4,013.86	4,182.08	4,357.36	4,539.99	4,730.27	4,928.52	5,135.07
	<u>ANNUAL</u>	46,228.78	48,166.30	50,184.94	52,288.34	54,479.88	56,763.20	59,142.20	61,620.78
<u>MAINT WRKII LIB</u>	<u>HOURLY</u>	22.2254	23.1569	24.1274	25.1386	26.1922	27.2900	28.4337	29.6254
<u>1102</u>	<u>BIWEEKLY</u>	1,778.03	1,852.55	1,930.19	2,011.09	2,095.38	2,183.20	2,274.70	2,370.03
	<u>MONTHLY</u>	3,852.40	4,013.86	4,182.08	4,357.36	4,539.99	4,730.27	4,928.52	5,135.07
	<u>ANNUAL</u>	46,228.78	48,166.30	50,184.94	52,288.34	54,479.88	56,763.20	59,142.20	61,620.78
<u>PAYROLL CLERK</u>	<u>HOURLY</u>	23.8554	25.0389	26.2812	27.5851	28.9537	30.3902	31.8979	33.4805
<u>1107</u>	<u>BIWEEKLY</u>	1,908.43	2,003.11	2,102.50	2,206.81	2,316.30	2,431.22	2,551.83	2,678.44
	<u>MONTHLY</u>	4,134.93	4,340.07	4,555.42	4,781.42	5,018.65	5,267.64	5,528.97	5,803.29
	<u>ANNUAL</u>	49,619.18	52,080.86	54,665.00	57,377.06	60,223.80	63,211.72	66,347.58	69,639.44
<u>PLANS EXAMINER</u>	<u>HOURLY</u>	27.8262	29.4123	31.0889	32.8610	34.7342	36.7141	38.8068	41.0189
<u>1120</u>	<u>BIWEEKLY</u>	2,226.10	2,352.98	2,487.11	2,628.88	2,778.74	2,937.13	3,104.54	3,281.51
	<u>MONTHLY</u>	4,823.22	5,098.12	5,388.74	5,695.91	6,020.60	6,363.78	6,726.50	7,109.94
	<u>ANNUAL</u>	57,878.60	61,177.48	64,664.86	68,350.88	72,247.24	76,365.38	80,718.04	85,319.26
<u>PLMB/MCH INSP</u>	<u>HOURLY</u>	27.8955	29.1170	30.3920	31.7228	33.1118	34.5617	36.0751	37.6548
<u>1127</u>	<u>BIWEEKLY</u>	2,231.64	2,329.36	2,431.36	2,537.82	2,648.94	2,764.94	2,886.01	3,012.38
	<u>MONTHLY</u>	4,835.22	5,046.95	5,267.95	5,498.61	5,739.37	5,990.70	6,253.02	6,526.82
	<u>ANNUAL</u>	58,022.64	60,563.36	63,215.36	65,983.32	68,872.44	71,888.44	75,036.26	78,321.88
<u>POL REC CLRK</u>	<u>HOURLY</u>	20.5508	21.4264	22.3394	23.2913	24.2837	25.3184	26.3971	27.5219
<u>1130</u>	<u>BIWEEKLY</u>	1,644.06	1,714.11	1,787.15	1,863.30	1,942.70	2,025.47	2,111.77	2,201.75
	<u>MONTHLY</u>	3,562.13	3,713.91	3,872.16	4,037.15	4,209.18	4,388.52	4,575.50	4,770.46
	<u>ANNUAL</u>	42,745.56	44,566.86	46,465.90	48,445.80	50,510.20	52,662.22	54,906.02	57,245.50

EXHIBIT C

**IBEW SERVICE/CLERICAL/FINANCE SALARY TABLE
FISCAL YEAR 2023 - 2024**

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
<u>PUB SAF APPR</u>	<u>HOURLY</u>	20.3457	21.1470	21.9798	22.8454	23.7451	24.6802	25.6522	26.6624
<u>1133</u>	<u>BIWEEKLY</u>	1,627.66	1,691.76	1,758.38	1,827.63	1,899.61	1,974.42	2,052.18	2,132.99
	<u>MONTHLY</u>	3,526.60	3,665.48	3,809.82	3,959.87	4,115.82	4,277.91	4,446.39	4,621.48
	<u>ANNUAL</u>	42,319.16	43,985.76	45,717.88	47,518.38	49,389.86	51,334.92	53,356.68	55,457.74
<u>PBL SFTY DSPTCH</u>	<u>HOURLY</u>	23.2028	24.2079	25.2565	26.3505	27.4919	28.6827	29.9252	31.2214
<u>1035</u>	<u>BIWEEKLY</u>	1,856.22	1,936.63	2,020.52	2,108.04	2,199.35	2,294.62	2,394.02	2,497.71
	<u>MONTHLY</u>	4,021.81	4,196.03	4,377.79	4,567.42	4,765.26	4,971.68	5,187.04	5,411.71
	<u>ANNUAL</u>	48,261.72	50,352.38	52,533.52	54,809.04	57,183.10	59,660.12	62,244.52	64,940.46
<u>PBL SFTY DS/911</u>	<u>HOURLY</u>	23.2028	24.2079	25.2565	26.3505	27.4919	28.6827	29.9252	31.2214
<u>1037</u>	<u>BIWEEKLY</u>	1,856.22	1,936.63	2,020.52	2,108.04	2,199.35	2,294.62	2,394.02	2,497.71
	<u>MONTHLY</u>	4,021.81	4,196.03	4,377.79	4,567.42	4,765.26	4,971.68	5,187.04	5,411.71
	<u>ANNUAL</u>	48,261.72	50,352.38	52,533.52	54,809.04	57,183.10	59,660.12	62,244.52	64,940.46
<u>PBL SFTY DS/WRLS</u>	<u>HOURLY</u>	23.2028	24.2079	25.2565	26.3505	27.4919	28.6827	29.9252	31.2214
<u>1038</u>	<u>BIWEEKLY</u>	1,856.22	1,936.63	2,020.52	2,108.04	2,199.35	2,294.62	2,394.02	2,497.71
	<u>MONTHLY</u>	4,021.81	4,196.03	4,377.79	4,567.42	4,765.26	4,971.68	5,187.04	5,411.71
	<u>ANNUAL</u>	48,261.72	50,352.38	52,533.52	54,809.04	57,183.10	59,660.12	62,244.52	64,940.46
<u>SHOOT RANGE OPER</u>	<u>HOURLY</u>	26.6273	27.7812	28.9851	30.2411	31.5516	32.9189	34.3454	35.8338
<u>1140</u>	<u>BIWEEKLY</u>	2,130.18	2,222.50	2,318.81	2,419.29	2,524.13	2,633.51	2,747.63	2,866.70
	<u>MONTHLY</u>	4,615.39	4,815.42	5,024.09	5,241.80	5,468.95	5,705.94	5,953.20	6,211.18
	<u>ANNUAL</u>	55,384.68	57,785.00	60,289.06	62,901.54	65,627.38	68,471.26	71,438.38	74,534.20
<u>SHT RNG OPR RFL</u>	<u>HOURLY</u>	26.6273	27.7812	28.9851	30.2411	31.5516	32.9189	34.3454	35.8338
<u>1141</u>	<u>BIWEEKLY</u>	2,130.18	2,222.50	2,318.81	2,419.29	2,524.13	2,633.51	2,747.63	2,866.70
	<u>MONTHLY</u>	4,615.39	4,815.42	5,024.09	5,241.80	5,468.95	5,705.94	5,953.20	6,211.18
	<u>ANNUAL</u>	55,384.68	57,785.00	60,289.06	62,901.54	65,627.38	68,471.26	71,438.38	74,534.20
<u>SR ACCT CLK</u>	<u>HOURLY</u>	22.8413	23.8338	24.8694	25.9500	27.0775	28.2540	29.4817	30.7627
<u>1147</u>	<u>BIWEEKLY</u>	1,827.30	1,906.70	1,989.55	2,076.00	2,166.20	2,260.32	2,358.54	2,461.02
	<u>MONTHLY</u>	3,959.15	4,131.18	4,310.69	4,498.00	4,693.43	4,897.36	5,110.17	5,332.21
	<u>ANNUAL</u>	47,509.80	49,574.20	51,728.30	53,976.00	56,321.20	58,768.32	61,322.04	63,986.52
<u>WWTP SECR</u>	<u>HOURLY</u>	21.2825	22.3422	23.4546	24.6224	25.8483	27.1353	28.4864	29.9047
<u>1200</u>	<u>BIWEEKLY</u>	1,702.60	1,787.38	1,876.37	1,969.79	2,067.86	2,170.82	2,278.91	2,392.38
	<u>MONTHLY</u>	3,688.97	3,872.66	4,065.47	4,267.88	4,480.36	4,703.44	4,937.64	5,183.49
	<u>ANNUAL</u>	44,267.60	46,471.88	48,785.62	51,214.54	53,764.36	56,441.32	59,251.66	62,201.88
<u>ENG TECH I PW</u>	<u>HOURLY</u>	26.0178	26.9656	27.9480	28.9662	30.0214	31.1151	32.2487	33.4235
	<u>BIWEEKLY</u>	2,081.42	2,157.25	2,235.84	2,317.30	2,401.71	2,489.21	2,579.90	2,673.88
	<u>MONTHLY</u>	4,509.74	4,674.04	4,844.32	5,020.82	5,203.71	5,393.29	5,589.78	5,793.41
	<u>ANNUAL</u>	54,116.92	56,088.50	58,131.84	60,249.80	62,444.46	64,719.46	67,077.40	69,520.88

EXHIBIT C

**IBEW SERVICE/CLERICAL/FINANCE SALARY TABLE
FISCAL YEAR 2023 - 2024**

		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
ENG TECH II PW	HOURLY	32.2905	33.5090	34.7735	36.0858	37.4475	38.8606	40.3271	41.8489
	BIWEEKLY	2,583.24	2,680.72	2,781.88	2,886.86	2,995.80	3,108.85	3,226.17	3,347.91
	MONTHLY	5,597.02	5,808.23	6,027.41	6,254.86	6,490.90	6,735.84	6,990.04	7,253.81
	ANNUAL	67,164.24	69,698.72	72,328.88	75,058.36	77,890.80	80,830.10	83,880.42	87,045.66
		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
SR ENG TECH PW	HOURLY	35.8955	37.0482	38.2378	39.4657	40.7330	42.0410	43.3910	44.7844
	BIWEEKLY	2,871.64	2,963.86	3,059.02	3,157.26	3,258.64	3,363.28	3,471.28	3,582.75
	MONTHLY	6,221.89	6,421.70	6,627.88	6,840.73	7,060.39	7,287.11	7,521.11	7,762.63
	ANNUAL	74,662.64	77,060.36	79,534.52	82,088.76	84,724.64	87,445.28	90,253.28	93,151.50
		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>
SYSTEMS TECH	HOURLY	44.1115	44.8399	45.5804	46.3330	47.0981	47.8759	48.6665	49.4701
	BIWEEKLY	3,528.92	3,587.19	3,646.43	3,706.64	3,767.85	3,830.07	3,893.32	3,957.61
	MONTHLY	7,645.99	7,772.25	7,900.60	8,031.05	8,163.68	8,298.49	8,435.53	8,574.82
	ANNUAL	91,751.92	93,266.94	94,807.18	96,372.64	97,964.10	99,581.82	101,226.32	102,897.86

RESOLUTION 2022-233

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City Of Grand Island (City) has the authority to make all contracts and do all other acts in relation to the property and concerns of the City necessary to the exercise of its corporate powers; and

WHEREAS, an employee bargaining unit at the City of Grand Island is represented by the International Brotherhood of Electrical Workers (IBEW), Local 1597 Service/Clerical/Finance and

WHEREAS, representatives of the City and the IBEW met to negotiate an amended labor agreement, and

WHEREAS, the City reached an agreement with the IBEW and the amended 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 Amended Labor Agreement by and between the City of Grand Island and the International Brotherhood of Electrical Workers, Local 1597 Service/Clerical/Finance for the period of October 1, 2021 through September 30, 2024.

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Adopted by the City Council of the City of Grand Island, Nebraska, on August 23, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
August 19, 2022	☒ City Attorney



City of Grand Island

Tuesday, August 23, 2022

Council Session

Item J-1

Approving Payment of Claims for the Period of August 10, 2022 through August 23, 2022

The Claims for the period of August 10, 2022 through August 23, 2022 for a total amount of \$6,907,336.49. A MOTION is in order.

Staff Contact: Patrick Brown