
City of Grand Island



Tuesday, September 27, 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 - Father Martin Egging, Blessed Sacrament Catholic Church, 518 West State 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, September 27, 2022

Council Session

Item C-1

Presentation of the Food & Beverage Occupation Tax Oversight Committee 2022 Annual Report

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Administrator

Meeting: September 27, 2022

Subject: Annual Report by the Food & Beverage Occupation Tax Oversight Committee

Presenter(s): Ron Depue, Chairman

Background

The voters of the City of Grand Island approved an occupation tax on food and beverages of one and one half percent (1½%) at the May 10, 2016 election. Subsequent to the election, the city has adopted an ordinance that establishes the Food and Beverage Occupation Tax Oversight Committee to be responsible for reviewing the revenues and expenditures of the city's occupation tax imposed upon persons and entities engaging in the business of providing food services, drinking places, or restaurants. The Committee shall advise the public and city officials with regard to the city's Food and Beverage Tax, and shall confirm that the Food and Beverage Tax revenues are accounted for in the designated special revenue funds and are being expended on eligible projects as provided by city ordinances. The Occupation Tax Oversight Committee is required by the Grand Island City Code to make an annual report to the City Council.

Discussion

The Occupation Tax Oversight Committee has been conducting quarterly meetings during the last twelve months as required by the City Code. The committee met on September 8, 2022, reviewed and approved the annual report and voted to forward it on to the City Council for its review. No action is required by the City Council.

**REPORT OF THE OCCUPATION TAX OVERSIGHT COMMITTEE
TO THE GRAND ISLAND CITY COUNCIL
DATED: September 19, 2022.**

1. **BACKGROUND:** The original Food and Beverage Occupation Tax was approved by ordinance of the Grand Island City Council in September 2008, effective December 1, 2008. The ordinance imposed a 1.5% Occupation Tax on the sale of prepared food and non-alcoholic beverages that were subject to Nebraska Sales Tax. Tax funds were initially used to support the construction of the Community Field House located at Fonner Park as part of the City's required financial contribution related to the relocation of the Nebraska State Fair. Tax revenues were subsequently approved for disbursement for other State Fair related expenses, including relocating softball and soccer fields from Fonner Park to the Veterans Athletic Field Complex and fulfilling the City's requirement to match State Lottery funding for the State Fair. The initial ordinance contained a sunset provision providing for the termination of the tax upon the City meeting all of its financing and debt obligations with Wells Fargo related to the construction of the Community Field House.

In anticipation of the sunset of the original tax, in May 2016, Grand Island voters approved the continuation of the City's 1.5% Occupation Tax on the sale of food and beverages (including alcoholic beverages) which are subject to Nebraska Sales Tax. In May 2016, the Council enacted an ordinance which repealed the original tax and enabled enforcement of the voter approved Occupation Tax (the "New Ordinance"). The New Ordinance states that revenue derived from the voter approved Food and Beverage Tax shall be used for the following community enhancements:

- (i) To make the City's quarterly payments to the Nebraska State Fair Support and Improvement Fund as required by Neb. Rev. Stat. §§2-108-110;
- (ii) Promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island;
- (iii) Ongoing enhancement and development of recreation and athletic facilities such as hike, bike and recreational trails, ball fields and other community activity needs; and
- (iv) Invest in community development projects and activities that stimulate progress and growth for Grand Island.

The New Ordinance also created the Occupation Tax Oversight Committee (the "Committee") composed of five members. Current Committee members are: Karl Kostbahn, Brad Bauer, Tanya Hansen, Gary Phillips and Ron Depue. Ron Depue was re-elected to a 2-year term as Committee Chair on September 8, 2022. The Committee's charge is: (i) to advise the public and City officials with regard to the City's Food and Beverage Tax, and (ii) confirm that

the tax revenues are accounted for in the designated special revenue funds and are being expended on eligible projects as provided by City ordinances. The Committee is required to meet at least semi-annually in March and September of each year and submit a written report to the Council on its findings and suggestions each September. At its initial meeting, the Committee decided to meet on a quarterly basis and has done so without fail.

In November, 2016 the City approved Ordinance #9610 authorizing a loan not to exceed \$5,000,000.00 to provide financing for a portion of the costs of certain improvements to the City parks and trails system to be paid from revenue sources, including but not limited to, the City's Food and Beverage Tax ("Loan Funds").

In October 2016, the City and Grow Grand Island, Inc. a Nebraska nonprofit corporation ("GGI") entered into the *Agreement For Community Enhancement Programs* (the "Agreement") for an initial term of 2 years which automatically renewed for an additional 2 years in 2018 and expired on September 30, 2020. The Agreement provided that the City would provide GGI with a minimum of \$500,000.00 of food and beverage tax funds on November 1st of each year through November 1, 2019.

On September 8, 2020, the City approved the *Amended and Restated Agreement For Community Enhancement Programs* (the "Amended Agreement"). The Amended Agreement replaces the Agreement, has an initial 2-year term and automatically renews for a second 2-year term commencing October 1, 2022, unless terminated as provided therein. Under the Amended Agreement City funds are required to be maintained in a segregated account and in order to foster collaboration, the Mayor may appoint up to 3 representatives as liaisons to attend GGI Executive Committee Meetings. Due to significant carryover of City funds paid to GGI in prior years, the 2019 distribution was not paid to GGI. The Amended Agreement ratified the \$500,000 distributions paid in 2016, 2017 and 2018, eliminated the 2019 distribution, and provided for the payment of \$150,000 to GGI in September, 2020. Annual distributions to GGI are available thereafter at \$500,000 per year. Pursuant to the Amended Agreement, \$500,000 per year has accrued for October 1, 2020 and October 1, 2021 City fiscal years. \$35,000 was distributed to GGI in April, 2022 leaving a balance of \$965,000 (NOTE: an additional distribution of \$111,618.54 is pending). Annual Distributions are subject to: (i) availability of food and beverage tax funds, (ii) appropriation and budgeting of funds, and (iii) a schedule of payments approved by the City. Unused City Funds allocated to a project shall be returned to the City if not expended within 90 days of project completion or schedule extensions. Prior to receiving and expending City Funds a summary of the project including details, scheduling and supporting documentation shall be submitted to the City Administrator or designee for consideration and approval. Funds for approved projects will be made available on a schedule approved by the City. GGI must provide an annual audit to the City.

Food and Beverage tax funds paid to GGI are subject to the following restrictions:

Limitation on Use. City funds provided or made available to GGI shall be utilized and expended by GGI solely for such project, programs and purposes that serve and carry out a public purpose as expressly authorized, necessarily or fairly implied in or incidental to those expressly authorized and those essential to the declared objects and purposes of a city of the

first class as expressed by Nebraska statutes as from time to time amended. Such projects, programs, and purposes shall encompass and be directed toward encouraging immigration, new industries, and investment and to conduct and carry on a publicity campaign, including a publicity campaign conducted for the purpose of exploiting and advertising the various agricultural, horticultural, manufacturing, commercial, and other resources, including utility services, of the city; to promote entertainment, agricultural and livestock shows, trade shows and similar events that will attract visitors to Grand Island; and investment in community development projects and activities that stimulate progress and growth for Grand Island. No more than 10% of the City Funds shall be used for employee and operation expenses of GGI. GGI may enter into grant agreements with third party entities to conduct or carry out community enhancement projects as provided herein.

2. REVIEW AND ANALYSIS: Pursuant to its directive, the Committee held quarterly meetings over the past year, reviewed the receipt and distribution of tax funds by the City and GGI, met with City and GGI representatives and reports as follows:

A. Initial Food and Beverage Tax Carryover Funds.

Upon termination of the initial Food and Beverage Tax on June 30, 2016, there were surplus funds in the amount of \$1,244,202.19 (“Restricted Funds”). By City Council resolution adopted in June 2016, the Restricted Funds were earmarked to be used for the following purposes:

- (1) To pay expenses to be incurred for removal and replacement of artificial field turf at the Grand Island Field House;
- (2) To pay expenses to be incurred for design and construction of restrooms as the City’s Veterans Sports Complex; and
- (3) The remainder to pay future quarterly payments to the Nebraska State Fair Support and Improvement Fund as required by Neb. Rev. Stat. §2-108-110.

The distribution of the Restricted Funds is set forth in the attached reports of the City Finance Department for receipt and distribution of the Food and Beverage Tax Funds from July 1, 2016 through September 30, 2018 and Summary of All Years. All Restricted Funds have been expended appropriately with no remaining Restricted Funds on hand.

B. Receipt and Expenditure of Food and Beverage Tax Funds under the New Ordinance.

An accounting of the City Finance Department for the receipt and expenditure of Food and Beverage Tax Funds under the New Ordinance from July 1, 2016 through August 31, 2022 (“Unrestricted Funds”) is also set forth on the attached reports. The balance of Unrestricted Funds as of August 31, 2022 is \$4,455,859.98.

C. Grow Grand Island’s Receipt and Expenditure of Tax Funds.

GGI’s audit for year ending December 31, 2021 is also attached along with a summary of funds received and distributed and project dashboard. Tax Funds distributed by the City to GGI are currently deposited into GGI’s FDIC insured account at Home Federal Bank of Grand Island. Account funds in excess of \$250,000.00 FDIC limits are collateralized by pledged securities as required by the Agreement. GGI provides monthly written confirmation from Home Federal confirming that all funds are insured or collateralized.

D. COMMENTS:

- (1) GGI’s accounts have been fully insured or collateralized by pledged securities as required by the Agreement continuously for the past year.
- (2) The Agreement states, “*No more than 10% of the City Funds will be allowed to be used for employee and operation expenses.*” Administrative expenses are in compliance with the 10% lid.
- (3) The City has appropriately pursued enforcement and collection of the tax.

3. COMMITTEE FINDINGS:

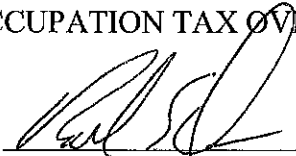
Based upon the Committee’s review of all applicable records and reports and discussions with City legal and financial staff and GGI management, it is the opinion of the Committee that the receipt and expenditure of Food and Beverage Tax Funds through August 31, 2022 comply with the requirements of applicable City Ordinances and Agreements.

4. COMMITTEE RECOMMENDATION:

The Committee recommends that GGI continue to provide monthly written confirmation that all Tax Funds are fully insured or collateralized.

OCCUPATION TAX OVERSIGHT COMMITTEE

BY



Ronald S. Depue, Chairperson



Food and Beverage Occupation Tax - As Received Basis*

	Actual FY 2017-2018	Actual FY 2018-2019	Change from Previous YR	Actual FY 2019-2020	Change from Previous YR	Actual FY 2020-2021	Change from Previous YR	Actual FY 2021-2022	Change from Previous YR
October	186,606.85	207,080.68	10.97%	204,527.48	-1.23%	205,781.05	0.61%	231,428.28	12.46%
November	191,946.97	194,084.01	1.11%	191,474.72	-1.34%	181,451.05	-5.23%	235,627.37	29.87%
December	168,050.34	170,414.75	1.41%	204,154.53	19.80%	194,511.75	-4.72%	203,556.86	4.65%
January	206,066.75	212,480.21	3.11%	215,978.93	1.65%	180,832.47	-16.27%	219,877.34	21.59%
February	157,965.35	162,444.83	2.84%	179,029.74	10.21%	152,302.39	-14.93%	187,653.29	23.21%
March	173,549.58	187,166.21	7.85%	189,527.88	1.26%	215,612.14	13.76%	252,100.07	16.92%
April	210,944.44	210,731.93	-0.10%	160,289.11	-23.94%	235,007.67	46.61%	241,413.32	2.73%
May	206,202.77	210,976.65	2.32%	121,199.63	-42.55%	243,138.47	100.61%	243,279.52	0.06%
June	205,246.34	201,785.80	-1.69%	172,011.17	-14.76%	238,615.14	38.72%	246,394.81	3.26%
July	210,139.70	214,414.93	2.03%	180,751.95	-15.70%	236,594.78	30.89%	249,247.53	5.35%
August	207,974.48	216,092.88	3.90%	194,059.97	-10.20%	250,272.88	28.97%	273,858.25	9.42%
September	205,221.04	229,301.66	11.73%	210,304.38	-8.28%	255,155.79	11.82%		-100.00%
Total Receipts	2,329,914.61	2,416,974.54		2,223,309.49		2,569,255.58		2,584,436.64	

Year to Date

(YTD) Total	2,124,693.57	2,187,672.88	2.96%	2,013,005.11	-7.98%	2,334,099.79	15.95%	2,584,436.64	10.73%
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YTD Percent Collected

	91.19%	90.51%		90.54%		120.16% of Budget		107.15% of Budget	
						2021 Budget	1,942,500	2022 Budget	2,412,000

* Receipts lag the actual collection by one month. For example, January receipts are based on December sales.

Food and Beverage
Occupation Tax Committee

Summary of All Years

ACCOUNT DESCRIPTION/PROJECT NAME	Restricted Activity	Unrestricted Activity	Comments
BEGINNING CASH	\$1,244,202.19	\$0.00	
REVENUE			
FOOD & BEV OCCUPATION TAX	\$0.00	\$14,929,237.49	
OTHER REVENUE	\$0.00	\$509,363.40	
OTHER BOND PROCEEDS	\$0.00	\$5,000,000.00	
	\$0.00	\$20,438,600.89	
EXPENSES			
STOLLEY CONCESSION BUILDING REMODEL	\$0.00	\$59,316.28	
VETS BATTING CAGES	\$0.00	\$107,482.54	
CEMETERY ROAD TO SPACES	\$0.00	\$0.00	
CEMETERY COLUMBARIUM	\$0.00	\$0.00	
HPSP BAFFLES	\$0.00	\$901,333.22	
VETS PICKLEBALL COURTS	\$0.00	\$409,347.88	
VETS FIELD-RESTROOM AND CONC BUILDING	\$287,942.99	\$5,831.42	
PLAYGROUND EQUIPMENT	\$0.00	\$73,747.51	
SUCKS LAKE RETAINING WALL (2017)	\$0.00	\$142,094.00	
STERLING ESTATES PARK EQUIPMENT	\$0.00	\$81,342.32	
HPSP LAND IMPROVEMENTS (2017)	\$0.00	\$9,997.00	
VETS BALLFIELD	\$0.00	\$6,455,572.74	
PICKLEBALL COURTS	\$0.00	\$28,162.62	
BIKE/PED PROJECT	\$0.00	\$8,091.70	
VETERANS TRAIL CONNECTION	\$0.00	\$1,384.62	
PICNIC SHELTER REPLACEMENTS	\$0.00	\$18,796.60	
FIELDHOUSE INDOOR PLAYGROUND	\$0.00	\$211,573.74	
ASHLEY PARK IRRIGATION SYSTEM	\$0.00	\$15.15	
LIONS CLUB PARK COURT NETTING	\$0.00	\$11,710.00	
STOLLEY PARK SPLASH PAD	\$0.00	\$151,999.00	
BIKE TRAIL DEVELOPMENT	\$0.00	\$11,102.21	
BIKE TRAIL DEVELOPMENT	\$0.00	\$11,320.00	
LOAN PRINCIPAL/EXPENSE	\$0.00	\$2,084,754.84	
LOAN INTEREST EXPENSE	\$0.00	\$499,101.21	
ECONOMIC DEVELOPMENT	\$786,114.20	\$2,026,140.80	State Fair Payments
OTHER EXPENDITURES	\$0.00	\$948.34	CC Fees for payments
INTEREST EXPENSE	\$0.00	\$275.00	
HUSKER HARVEST DAYS PAYMENT TO CRA	\$0.00	\$954,090.68	
GROW GRAND ISLAND DONATIONS	\$0.00	\$1,685,000.00	
UNASSIGNED CAPITAL PROJECTS	\$170,145.00	\$19,709.49	
CONTRACT SERVICES	\$0.00	\$12,500.00	Attorney fees for loan
	\$1,244,202.19	\$15,982,740.91	
	\$0.00	\$4,455,859.98	

Food and Beverage
Occupation Tax Committee

Activity Oct. 1, 2021-August 31, 2022

ACCOUNT DESCRIPTION/PROJECT NAME	Unrestricted Activity	Comments
BEGINNING CASH	\$4,508,703.58	
REVENUE		
FOOD & BEV OCCUPATION TAX	\$2,584,436.64	
OTHER REVENUE	\$64,500.00	Northwestern Energy for State Fair & CCRbate
Subtotal Revenues	\$2,548,936.64	
EXPENSES		
STOLLEY CONCESSION BUILDING REMODEL		
VETS BATTING CAGES	\$90,414.42	
CEMETERY ROAD TO SPACES		
CEMETERY COLUMBARIUM		
HPSP Baffles	\$868,068.72	
VETS PICKLEBALL	\$12,208.30	
VETS BALLFIELD	\$5,831.42	Infield Regrading
PLAYGROUND EQUIPMENT		
PICKLEBALL COURTS		
BIKE/PED PROJECT		
VETERANS TRAIL CONNECTION		
PICNIC SHELTER REPLACEMENTS	\$18,796.60	
FIELDHOUSE INDOOR PLAYGROUND	\$211,573.74	
ASHLEY PARK IRRIGATION SYSTEM	\$15.15	
LIONS CLUB PARK COURT NETTING	\$11,710.00	
STOLLEY PARK SPLASH PAD	\$151,999.00	
BIKE TRAIL DEVELOPMENT	\$11,102.21	
ISLAND OASIS MASTER PLAN	\$11,320.00	
LOAN PRINCIPAL/EXPENSE	\$485,257.43	
LOAN INTEREST EXPENSE	\$88,908.31	
ECONOMIC DEVELOPMENT	\$489,300.00	State Fair Payments
OTHER EXPENDITURES	\$267.48	
HUSKER HARVEST DAYS PAYMENT TO CRA	\$200,000.00	Includes Grant Prep Services and MA Fees on Loan
GROW GRAND ISLAND DONATIONS	\$35,000.00	

Food and Beverage
Occupation Tax Committee

Activity Oct. 1, 2021-August 31, 2022

UNASSIGNED CAPITAL PROJECTS	\$10,007.46
Subtotal Expenses	\$2,701,780.24
ENDING CASH	\$4,455,859.98

Food and Beverage
Occupation Tax Committee

Activity Oct. 1, 2020-Sept 30, 2021

ACCOUNT DESCRIPTION/PROJECT NAME	Unrestricted Activity	Comments
BEGINNING CASH	\$3,590,780.76	
REVENUE		
FOOD & BEV OCCUPATION TAX	\$2,569,465.57	
OTHER REVENUE	\$86,000.00	Northwestern Energy for State Fair & CCRbate
Subtotal Revenues	\$2,655,465.57	
EXPENSES		
STOLLEY CONCESSION BUILDING REMODEL	\$59,316.28	
VETS BATTING CAGES	\$17,068.12	
CEMETERY ROAD TO SPACES		
CEMETERY COLUMBARIUM		
HPSP BAFFLES	\$33,264.50	
VETS PICKLEBALL	\$375,791.25	
VETS BALLFIELD		
PLAYGROUND EQUIPMENT		
PICKLEBALL COURTS		
BIKE/PED PROJECT		
VETERANS TRAIL CONNECTION		
LOAN PRINCIPAL/EXPENSE	\$472,559.10	
LOAN INTEREST EXPENSE	\$101,606.64	
ECONOMIC DEVELOPMENT	\$476,789.00	State Fair Payments
OTHER EXPENDITURES	\$333.33	
HUSKER HARVEST DAYS PAYMENT TO CRA	\$200,000.00	Includes Grant Prep Services and MA Fees on Loan
GROW GRAND ISLAND DONATIONS		
UNASSIGNED CAPITAL PROJECTS	\$814.53	
Subtotal Expenses	\$1,737,542.75	
ENDING CASH	\$4,508,703.58	

Food and Beverage
Occupation Tax Committee

Activity Oct. 1, 2019-September 30, 2020

ACCOUNT DESCRIPTION/PROJECT NAME	Unrestricted Activity	Comments
BEGINNING CASH	\$2,975,663.71	
REVENUE		
FOOD & BEV OCCUPATION TAX	\$2,223,309.49	
OTHER REVENUE	\$100,452.14	Northwestern Energy for State Fair & CCRbate
Subtotal Revenues	\$2,323,761.63	
EXPENSES		
ENG/DESIGN - UNRESTRICTED	\$19,948.33	Pickleball courts
VETS BALLFIELD	\$285,325.66	
PLAYGROUND EQUIPMENT	\$28,804.28	
PICKLEBALL COURTS	\$1,669.59	
BIKE/PED PROJECT		
VETERANS TRAIL CONNECTION		
LOAN PRINCIPAL/EXPENSE	\$459,903.39	
LOAN INTEREST EXPENSE	\$114,262.35	
ECONOMIC DEVELOPMENT	\$419,057.00	State Fair Payments
OTHER EXPENDITURES		
HUSKER HARVEST DAYS PAYMENT TO CRA	\$229,673.98	Includes Grant Prop Services and MA Fees on Loan
GROW GRAND ISLAND DONATIONS	\$150,000.00	
UNASSIGNED CAPITAL PROJECTS		
Subtotal Expenses	\$1,708,644.58	
ENDING CASH	\$3,590,780.76	

Food and Beverage
Occupation Tax Committee

Activity Oct. 1, 2018-Sept. 30, 2019

ACCOUNT DESCRIPTION/PROJECT NAME	Unrestricted Activity	Commitments
BEGINNING CASH	\$4,799,394.74	
REVENUE		
FOOD & BEV OCCUPATION TAX	\$2,416,974.54	
OTHER REVENUE	\$107,500.00	Northwestern Energy for State Fair & CCRbate
Subtotal Revenues	\$2,524,474.54	
EXPENSES		
VETS BALLFIELD	\$2,415,733.92	
PLAYGROUND EQUIPMENT	\$44,943.23	
PICKLEBALL COURTS	\$26,493.03	
BIKE/PED PROJECT	\$109.77	
VETERANS TRAIL CONNECTION	\$1,384.62	
LOAN PRINCIPAL/EXPENSE	\$447,854.84	
LOAN INTEREST EXPENSE	\$126,211.82	
ECONOMIC DEVELOPMENT	\$460,677.00	State Fair Payments
OTHER EXPENDITURES	\$320.64	CC Fees for payments
HUSKER HARVEST DAYS PAYMENT TO CRA	\$324,416.70	2019 - Also includes Parks Assessment Payoff
GROW GRAND ISLAND DONATIONS	\$500,000.00	
Subtotal Expenses	\$4,348,145.57	
ENDING CASH	\$2,975,663.71	

Food and Beverage
Occupation Tax Committee

Activity Oct. 1, 2017-Sept. 30, 2018

ACCOUNT DESCRIPTION/PROJECT NAME	Restricted Activity	Unrestricted Activity	Comments
BEGINNING CASH	\$279,409.33	\$1,953,597.39	
REVENUE			
FOOD & BEV OCCUPATION TAX	\$0.00	\$2,329,914.61	
OTHER REVENUE	\$0.00	\$86,411.26	Northwestern Energy for State Fair & CCRbate
OTHER BOND PROCEEDS	\$0.00	\$4,949,999.00	Initial drawdown of loan
Subtotal Revenues	\$0.00	\$7,366,324.87	
EXPENSES			
VETS FIELD-RESTROOM AND CONC BUILDING	\$12,226.13	\$0.00	
STERLING ESTATES PARK EQUIPMENT	\$0.00	\$81,342.32	
VETS BALLFIELD	\$0.00	\$3,459,129.15	
LOAN PRINCIPAL/EXPENSE	\$0.00	\$219,180.08	
LOAN INTEREST EXPENSE	\$0.00	\$68,112.09	
ECONOMIC DEVELOPMENT	\$267,183.20	\$180,317.80	State Fair Payments
OTHER EXPENDITURES	\$0.00	\$6.08	CC Fees for payments
GROW GRAND ISLAND DONATIONS	\$0.00	\$500,000.00	
CONTRACT SERVICES	\$0.00	\$12,500.00	Attorney fees for loan
Subtotal Expenses	\$279,409.33	\$4,520,587.52	
ENDING CASH	\$0.00	\$4,799,334.74	

Food and Beverage
Occupation Tax Committee

Activity since July 1, 2016-Sept. 30, 2017

ACCOUNT DESCRIPTION/PROJECT NAME	Restricted Activity	Unrestricted Activity	Comments
BEGINNING CASH	\$1,244,202.19	\$0.00	
REVENUE			
FOOD & BEV OCCUPATION TAX	\$0.00	\$2,805,136.64	
OTHER REVENUE	\$0.00	\$64,500.00	Northwestern Energy for State Fair
OTHER BOND PROCEEDS	\$0.00	\$50,001.00	Initial drawdown of loan
Subtotal Revenues	\$0.00	\$2,919,637.64	
EXPENSES			
ENG/DESIGN - UNRESTRICTED	\$0.00	\$1,400.00	Water Park Study
VETS FIELD-RESTROOM AND CONC BUILDING	\$275,716.86	\$0.00	
SUCKS LAKE RETAINING WALL (2017)	\$0.00	\$142,094.00	
HPSP LAND IMPROVEMENTS (2017)	\$0.00	\$9,997.00	
VETS BALLFIELD	\$0.00	\$295,384.01	
BIKE/PED PROJECT	\$0.00	\$7,981.93	
ECONOMIC DEVELOPMENT	\$518,931.00	\$0.00	State Fair Payments
OTHER EXPENDITURES	\$0.00	\$20.81	CC Fees for payments
INTEREST EXPENSE	\$0.00	\$275.00	
GROW GRAND ISLAND DONATIONS	\$0.00	\$500,000.00	
UNASSIGNED CAPITAL PROJECTS	\$170,145.00	\$8,887.50	Turf and Eng. Services
Subtotal Expenses	\$964,792.86	\$966,040.25	
ENDING CASH	\$279,409.33	\$1,953,597.39	

Note: Disbursements are reported quarterly to the F&B Oversight Committee

\$927,682.31	Bank Balance as of 9/30/2020
-\$39,380.00	Admin Disbursements Accumulative Total
-\$511,001.03	Project Disbursements Accumulative Total
\$9,489.80	Home Federal Money Market - Interest Earned
\$185,000.00	Received from F&B
\$572,791.08	Bank Balance
-\$942,743.99	Committed for Approved Grants
-\$369,952.91	Needed for Approved Grants
\$465,000.00	Available for Grants from F&B (2020-21)
\$500,000.00	Available for Grants from F&B (2021-22)
-\$220,000.00	Projects in the Pipeline
\$375,047.09	Balance for new projects

Committed for Approved Grants - Not Yet Disbursed

\$4,148.62	Look Local Grow Local (\$36,978 3yr)
\$54,379.69	Talent Attraction (\$64,925 3yr)
\$41,099.19	Future Builders (\$52,000 3yr)
\$274,413.33	Event Incentive Fund (\$400,000)
\$209,873.90	Cooperative Degree-Based Internship (\$225,000 3yr)
-\$12,170.80	Entryway Signage Replacement (\$229,050)
\$70,000.00	Image/Branding Campaign (\$70,000)
\$290,000.00	Amur Plaza (\$290,000)
\$12,000.00	GGI Admin
\$942,743.99	
\$30,000.00	Contingency

Projects in the Pipeline

\$120,000.00	Additional Entryway Signs
	Internship Housing
\$100,000.00	Morman Island Expansion/Trail
\$220,000.00	Needed

Amount	ck#	Desc	
-\$11,001.03		Disbursements Accumulative Total	Admin
-1,220.00	2052	Talent Attraction Grant	
-5,060.00	2053	Look Local Grow Local Grant	
-35,000.00	5054	Rock the Lot Fonner Improvement Grant	
-2,215.42	2055	Look Local Grow Local Grant	
-7,572.99	2056	Degree-Based Internships Grant	
-820.00	2057	Talent Attraction Grant	
-1,400.00	2058	Look Local Grow Local Grant	
-10,000.00	2059	Event Incentive (Lopin & Ropin)	
-5,000.00	2060	Event Incentive (Nebraska State Cheer & Dance)	
-5,000.00	2061	Event Incentive (Western States Cutting Assoc)	
-75.00	2062	Talent Attraction Grant	
-80.00	2063	Talent Attraction Grant	
75.00	2064	\$950 Dana F. Cole 1/2 audit (administrative)	-950.00
	Ret	Talent Attraction Grant	
	2085	\$240 Dana F. Cole final 1/2 audit (administrative)	-240.00
-48,418.88	2066	Entryway Signage	
-21,110.56	2067	HEC Customer Experience (\$29,744 approved; \$8633.44 unused)	
-531.10	2068	Talent Attraction Grant	
-8,553.05	2069	Co-op Internship	
-920.00	2070	Look Local Grow Local Grant	
-4,000.00	2071	Look Local Grow Local Grant	
-100.00	2072	Talent Attraction Grant	
-2,800.00	2073	Entryway Signage	
-10,000.00	2074	Event Incentive (Nebraska State Cheer & Dance 2021)	
-10,000.00	2075	Event Incentive (USA Wrestling 2021)	
-6,000.00	2076	Event Incentive (Heartland Heros Softball Tournament)	
-25,000.00	2077	Event Incentive (Fire School)	
-4,586.67	2078	Impact Calculator & D.J. Membership	
-2,160.00	2079	Look Local Grow Local Grant	
-19.02	2080	Look Local Grow Local Grant	
-125.00	2081	Talent Attraction Grant	
-48,418.87	2082	Entryway Signage	
-4,075.39	2083	Entryway Signage	
	2084	Admin Contract (January-September)	-18,000.00
-15,281.63	2085	Entryway Signage	
-815.77	2086	Look Local Grow Local Grant	
	2087	Admin Contract (October-November)	-4,000.00
-651.84	2088	Talent Attraction Grant	
-5,000.00	2089	Event Incentive (National 4H Shooting Championship)	
-3,636.33	2090	Entryway Signage	
-38,857.52	2091	Entryway Signage	
-15,650.00	2092	Entryway Signage	
-38,857.52	2093	Entryway Signage	
	2094	Admin Contract (December)	-2,000.00
-9,514.15	2095	Entryway Signage	
-125.00	2096	Talent Attraction Grant	
-635.33	2097	Look Local Grow Local Grant	
-5,993.84	2098	Entryway Signage	
-35,000.00	2099	Fonner Master Plan	
-11,610.06	2100	Sculpture Walk	
-1,333.33	2101	Talent Attraction Grant	
-475.15	2102	Look Local Grow Local Grant	
-10,000.00	2103	Event Incentive Fund (State Cheer and Dance)	
-10,000.00	2104	Event Incentive Fund (USA Wrestling)	
-25,000.00	2105	Event Incentive Fund (State Fire School)	
-2,389.94	2106	Railside Sculpture Walk	
	2107	Dana F. Cole 1/2 audit (administrative)	-1,190.00
	2108	Admin Contract (January-July)	-12,000.00
-8,144.79	2109	Entryway Signage	
-1,571.88	2110	Entryway Signage	
-175.00	2111	Talent Attraction Grant	
-125.00	2112	Talent Attraction Grant	

Grow Grand Island Project Dashboard (2016-2022)				
PROJECTS - Completed	Project Total	GGI GRANT	OTHER Funds	LEVERAGED
Imagination Takes Flight***	\$116,140	\$15,000	\$101,140	87.08%
Railside Bike Racks***	\$10,000	\$5,000	\$5,000	50.00%
Railside Public Art***	\$95,800	\$7,500	\$88,300	92.17%
Workforce Analytics Software***	\$24,000	\$12,000	\$12,000	50.00%
Olympic Bunker Trap	\$731,790	\$150,000	\$581,790	79.50%
Equine Stalls	\$900,000	\$300,000	\$600,000	66.67%
GI Promo OTT 2019 Campaign	\$25,000	\$10,000	\$15,000	60.00%
Railside Wayfinding Totems***	\$14,360	\$0	\$14,360	100.00%
Fonner Park Lot	\$72,000	\$35,000	\$37,000	51.39%
HEC Customer Experience	\$44,744	\$29,744	\$15,000	83.52%
CoFound (Entrepreneurship)***	\$10,000	\$10,000	\$0	100.00%
Fonner Master Plan	\$158,000	\$35,000	\$123,000	77.85%
Entryway Signage	\$233,450	\$229,050	\$4,400	2.20%
	\$2,201,834	\$609,244	\$1,592,590	72.33%
PROJECTS - In Progress	Project Total	GGI GRANT	OTHER Funds	LEVERAGED
Event Incentive Fund	\$400,000	\$400,000	TBD	0.00%
Targeted Talent Attraction	\$65,000	\$65,000	\$0	0.00%
Future Builders	\$191,700	\$52,000	\$139,700	72.87%
Look Local Grow Local	\$36,978	\$36,978	\$0	0.00%
EDGE Upskilling***	\$51,350	\$0	\$51,350	100.00%
Degree-Based Internship	\$225,000	\$225,000	TBD	0.00%
GI Image (Grand life)	\$137,000	\$70,000	\$67,000	48.91%
Medical Academy at CHI***	\$7,149,886	\$50,000	\$7,099,886	99.30%
Art of Neighboring***	\$4,500	\$0	\$4,500	100.00%
Amur Plaza	\$685,000	\$290,000	\$395,000	57.66%
	\$8,946,414	\$1,188,978	\$7,757,436	
TOTALS	\$11,148,248	\$1,798,222	\$9,350,026	
GGI Grant - not F&B***		\$99,500		
PROJECTS - Pipeline				
Morrison Island Expansion/Trail				
Internship Housing				
Additional Entryway Signs				

GROW GRAND ISLAND, INC.
FOOD AND BEVERAGE FUND
FINANCIAL STATEMENTS
DECEMBER 31, 2021



GROW GRAND ISLAND, INC.
FOOD AND BEVERAGE FUND
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**DANA F. COLE
& COMPANY LLP**
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Grow Grand Island, Inc.
Grand Island, Nebraska

We have audited the accompanying financial statements of Grow Grand Island, Inc., Food and Beverage Fund (a nonprofit organization), which comprise the statements cash receipts and disbursements for the year ended December 31, 2021, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the assets and net assets of Grow Grand Island, Inc., Food and Beverage Fund, as of December 31, 2021, and revenue and expenses for the year then ended in accordance with the cash basis of accounting as described in Note 1.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Grow Grand Island, Inc., Food and Beverage Fund, and to meet our ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with the cash basis of accounting described in Note 1, and for determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report.

that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Grow Grand Island Inc., Food and Beverage Fund's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Grow Grand Island Inc., Food and Beverage Fund's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Dana J. Cole + Company, LLP

Grand Island, Nebraska
April 6, 2022

GROW GRAND ISLAND, INC.
FOOD AND BEVERAGE FUND
STATEMENT OF ASSETS AND NET ASSETS - CASH BASIS
YEAR ENDED DECEMBER 31, 2021

ASSETS	
ASSETS	
Cash	<u>686,679</u>
NET ASSETS	
NET ASSETS	
With donor restrictions	<u>686,679</u>

GROW GRAND ISLAND, INC.
 FOOD AND BEVERAGE FUND
 SCHEDULE OF RECEIPTS, DISBURSEMENTS, AND CHANGES IN NET ASSETS - CASH BASIS
 YEAR ENDED DECEMBER 31, 2021.

NET ASSETS WITH DONOR RESTRICTIONS	
RECEIPTS	
Interest Income net of fees	<u>5,448</u>
DISBURSEMENTS	
Administrative	25,190
Grants distributed	<u>316,978</u>
Total disbursements	<u>342,168</u>
DECREASE IN NET ASSETS	(336,721)
NET ASSETS, beginning of year	<u>1,023,400</u>
NET ASSETS, end of year	<u>686,679</u>

GROW GRAND ISLAND, INC.
FOOD AND BEVERAGE FUND
NOTES TO FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Grow Grand Island, Inc. (the Corporation), was incorporated August 25, 2016. The purpose of the Corporation is to promote, encourage, and develop projects and programs to promote entertainment, agricultural and livestock shows, trade shows, and similar events that will attract visitors to Grand Island. The Corporation is to invest in community development projects and activities that stimulate progress and growth for Grand Island. The Corporation is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The majority of the Corporation's revenue is from private and corporate contributions, grants, gifts, and other sources.

The Corporation operates two funds, the Business Fund and the Food and Beverage Fund. Prior to 2018 for the Business Fund and 2019 for the Food and Beverage Fund, the funds for Grow Grand Island, Inc., were held at Grand Island Community Foundation, Inc. Since that time separate bank accounts have been established for each fund and separate records have been maintained.

Basis of Accounting

The Corporation prepares its financial statements on the cash basis of accounting. These statements represent a summary of the cash activity of the various funds of the Corporation and do not include certain transactions that would be included if the Corporation prepared its financial statements in accordance with accounting principles generally accepted in the United States of America. Under the cash basis, receipts are recognized when paid rather than when incurred. Consequently, these financial statements are not intended to present financial position or results of operations in conformity with accounting principles generally accepted in the United States of America.

Financial Statement Presentation

The financial statements included in this report are only reporting on the Food and Beverage Fund of Grow Grand Island, Inc.

The financial statements report amounts by class of net assets, as required by ASU 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. As such, net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions

Net assets without donor restrictions are resources available to support operations and not subject to donor restrictions.

GROW GRAND ISLAND, INC.
FOOD AND BEVERAGE FUND
NOTES TO FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial Statement Presentation (Continued)

Net Assets With Donor Restrictions

Net assets with donor restrictions are resources that are subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both, and are reported in the statements of activities as net assets released from restrictions.

Contributions

The Corporation accounts for contributions in accordance with the recommendations of FASB ASC 958-605. The Corporation reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, donor-restricted net assets are reclassified to net assets without donor restrictions and are reported in the statement of activities as net assets released from restrictions. All funds in the Food and Beverage Fund are restricted by ballot language and state statute.

Income Taxes

The Internal Revenue Service has determined that the Corporation is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. However, income from certain activities not directly related to the Corporation's tax-exempt purpose is subject to taxation as unrelated business income.

The Corporation has adopted the provisions of FASB ASC 740-10, *Accounting for Uncertain Tax Positions*. The Organization continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law, and new authoritative rulings. Management does not expect the interpretation will have a material impact (if any) on its results from operations or financial position.

GROW GRAND ISLAND, INC.
FOOD AND BEVERAGE FUND
NOTES TO FINANCIAL STATEMENTS

NOTE 2. CONCENTRATION OF CREDIT RISK

Essentially all of the Corporation's funding for the Food and Beverage Fund is provided by support from the City of Grand Island, Nebraska, for the year ended December 31, 2021. If this major funding ceased, the Corporation could not continue the level of services currently provided.

At December 31, 2021, all of the Corporation's deposits with financial institutions were either fully insured or collateralized by securities held in the Corporation's name in the form of joint safekeeping receipts.

NOTE 3. NET ASSETS

Net assets consist of:

Net assets with donor restrictions	<u>686,679</u>
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NOTE 4. CITY OF GRAND ISLAND AGREEMENT

Beginning October 25, 2016, the City of Grand Island, Nebraska (the City), entered into a contract with Grow Grand Island, Inc. Per the agreement, the City shall provide annually a minimum of \$500,000 to Grow Grand Island, Inc., from the funds, derived as a result of the City's occupation tax of food and beverage retailers. The term is for a 24-month period with an automatic renewal. The current term expired September 30, 2020.

In September 2020, the contract with the City of Grand Island, Nebraska, was renewed for a 2-year term with the potential for a 2-year extension. The \$500,000 will be paid out according to a schedule provided to the City when the grant application is submitted for their review. For the year ended December 31, 2021, no funds were forwarded to the Food and Beverage Fund at Grow Grand, Inc., from the City of Grand Island, Nebraska.

The funds are to be expended by Grow Grand Island, Inc., solely for projects, programs, and purposes that serve and carry out a public purpose as expressly authorized. Employee and operation expense shall be no more than 10% of the City funds.

NOTE 5. DONOR-RESTRICTED NET ASSETS

Donor-restricted net assets as of December 31, 2021, are available for the following purposes:

City of Grand Island restricted to promote activities that will stimulate progress and growth for Grand Island, Nebraska.	<u>686,679</u>
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GROW GRAND ISLAND, INC.
FOOD AND BEVERAGE FUND
NOTES TO FINANCIAL STATEMENTS

NOTE 6. COVID-19

The Coronavirus (COVID-19) pandemic impacted Grow Grand Island, Inc., by the slowing of business activity in the geographical area the Corporation serves. Thus, the pandemic slowed the progress for partnering and funding new projects. Partnering organizations and businesses were not operating at full capacity, impacting work flow, prioritization, and pace. As a result of the city tax revenue shortages, the funding that the Grow Grand Island Food and Beverage Fund receives for grant issuance from the City of Grand Island, Nebraska, was mutually agreed to be less than contractually stated.

NOTE 7. SUBSEQUENT EVENTS

In preparing the financial statements, the Corporation has evaluated events and transactions for potential recognition or disclosure through April 6, 2022, the date the financial statements were available to be issued.

It is anticipated that the Coronavirus will have a negative impact upon the Corporation going forward as the business activity in the geographical area the Corporation serves continues to show a decline. The dollar value of the anticipated decline in receipts is not known at the time of issuance of the financial statements. The Corporation expects to have a proportional decline in grant disbursements that could offset the anticipated decline in receipts.



City of Grand Island

Tuesday, September 27, 2022

Council Session

Item E-1

Public Hearing on Request from 4th St Banquet, LLC dba 4th St Banquet, 108 East 4th Street for a Class "CK" 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: September 27, 2022

Subject: Public Hearing on Request from 4th St Banquet, LLC dba 4th St Banquet, 108 East 4th Street for a Class “CK” Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

4th St Banquet, LLC dba 4th St Banquet, 108 East 4th Street has submitted an application for a Class “CK” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city. A Class “K” Liquor License allows for catering one day events.

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 Reyna Romero, 5419 W. Old Potash Highway, Grand Island, Nebraska. Ms. Romero has completed a state approved alcohol server/seller training program. Staff recommends approval of the liquor license contingent upon final inspections and liquor manager designation for Reyna Romero, 5419 W. Old Potash Highway, Grand Island, Nebraska.

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 4th St Banquet, LLC dba 4th St Banquet, 108 East 4th Street for a Class "CK" Liquor License contingent upon final inspections and Liquor Manager Designation for Reyna Romero, 5419 W. Old Potash Highway, Grand Island, Nebraska.



Grand Island Police Department

Officer Report for Incident L22090912

Nature: Liquor Lic Inv
Location: PCID

Address: 108 4TH ST E
Grand Island NE 68801

Offense Codes:

Received By: Dvorak T **How Received:** T **Agency:** GIPD
Responding Officers: Dvorak T
Responsible Officer: Dvorak T **Disposition:** CLO 09/13/22
When Reported: 10:00:04 09/13/22 **Occurred Between:** 10:00:04 09/13/22 and 10:00:04 09/13/22

Assigned To: **Detail:** **Date Assigned:** **/**/**
Status: **Status Date:** **/**/** **Due Date:** **/**/**

Complainant:

Last: **First:** **Mid:**
DOB: **/**/** **Dr Lic:** **Address:**
Race: **Sex:** **Phone:** **City:** ,

Offense Codes

Reported: **Observed:**

Circumstances

LT05 LT05 Commercial/Office Blding

Responding Officers: **Unit :**
Dvorak T 309

Responsible Officer: Dvorak T **Agency:** GIPD
Received By: Dvorak T **Last Radio Log:** **.**.** **/**/**
How Received: T Telephone **Clearance:** CL CL Case Closed
When Reported: 10:00:04 09/13/22 **Disposition:** CLO **Date:** 09/13/22
Judicial Status: **Occurred between:** 10:00:04 09/13/22
Misc Entry: **and:** 10:00:04 09/13/22

Modus Operandi: **Description :** **Method :**

Involvements

Date	Type	Description
09/13/22	Law Incident	Disturbance L22021009 related

09/14/22

09/13/22	Name	Romero, Anastacio	spouse
09/13/22	Name	Romero, Reyna G	owner/manager
09/13/22	Name	4th Street Banquet Hall,	location

09/14/22

Supplement

309 4th Street Banquet Licensing
Grand Island Police Department
Supplemental Report

Date, Time: 9-12-22
Reporting Officer: Sgt Dvorak #309
Unit #: CID

Reyna Romero is the owner of a new LLC, called 4th Street Banquet LLC. Reyna's spouse is Anastacio Romero. They own the property at 108 E 4th, and intend to open a reception hall at that location, also called 4th Street Banquet. The LLC has applied for a class C/K liquor license. This would include on and off sale beer, wine and liquor, as well as the same accommodations for catering off site.

Reyna is listed as the sole owner of the LLC, and the proposed manager for the new reception hall. Anastacio signed the spousal non-participation portion of the licensing application. I performed standard background checks for the Romeros. I found neither have warrants for their arrest. I utilized our local Spillman databank, State NCJIS files, and a paid law enforcement only database to check backgrounds.

Locally I found some traffic violations, and status offenses like property code violations. I did note one entry L22021009 for a disturbance at their banquet hall. Please refer to that report, which raised questions (at that time) regarding alcohol sales for a large party. No other entries of concern were noted.

State NCJIS files listed several minor moving violations for both Reyna and Anastacio. All of these were from prior to or including 2019, and all were disclosed on the application. I noted nothing that would be disqualifying.

The paid law enforcement only database covers mostly items civil in nature. I observed no bankruptcies, liens or judgments for either individual.

On 9-13-22, at 1100, I met with Reyna Romero at the banquet hall location. The former bus depot is very spacious. The space has two walk through door points of ingress/egress with one overhead door on the south side as well. I observed an office space, kitchen area, stage for a band or DJ, and two bathrooms.

Reyna confirmed that she is the sole owner of the business. She said her husband owns his own electrical business, and they own several rental properties around town. Reyna said she plans to rent the space for quinceanera celebrations, weddings, anniversaries and birthdays. She was told that the building and fire department recommendations allow her a 500 person capacity. I asked about the catering portion of the application. Romero said that she has a large out building on her property west of Grand Island, and some customers prefer to have an outdoor reception. Reyna said she wanted to make sure she could cover that possibility with this licensing for her LLC.

Romero said she plans to be on site for every rental, at least initially. She said she will have two or three security personnel and a bartender in her employment. Reyna said she will post security on both entrances, and will have an ID station, with wristbands or stamps, off of the front kitchen space. She said her alcohol storage area will be behind a locked door in the storage room

09/14/22

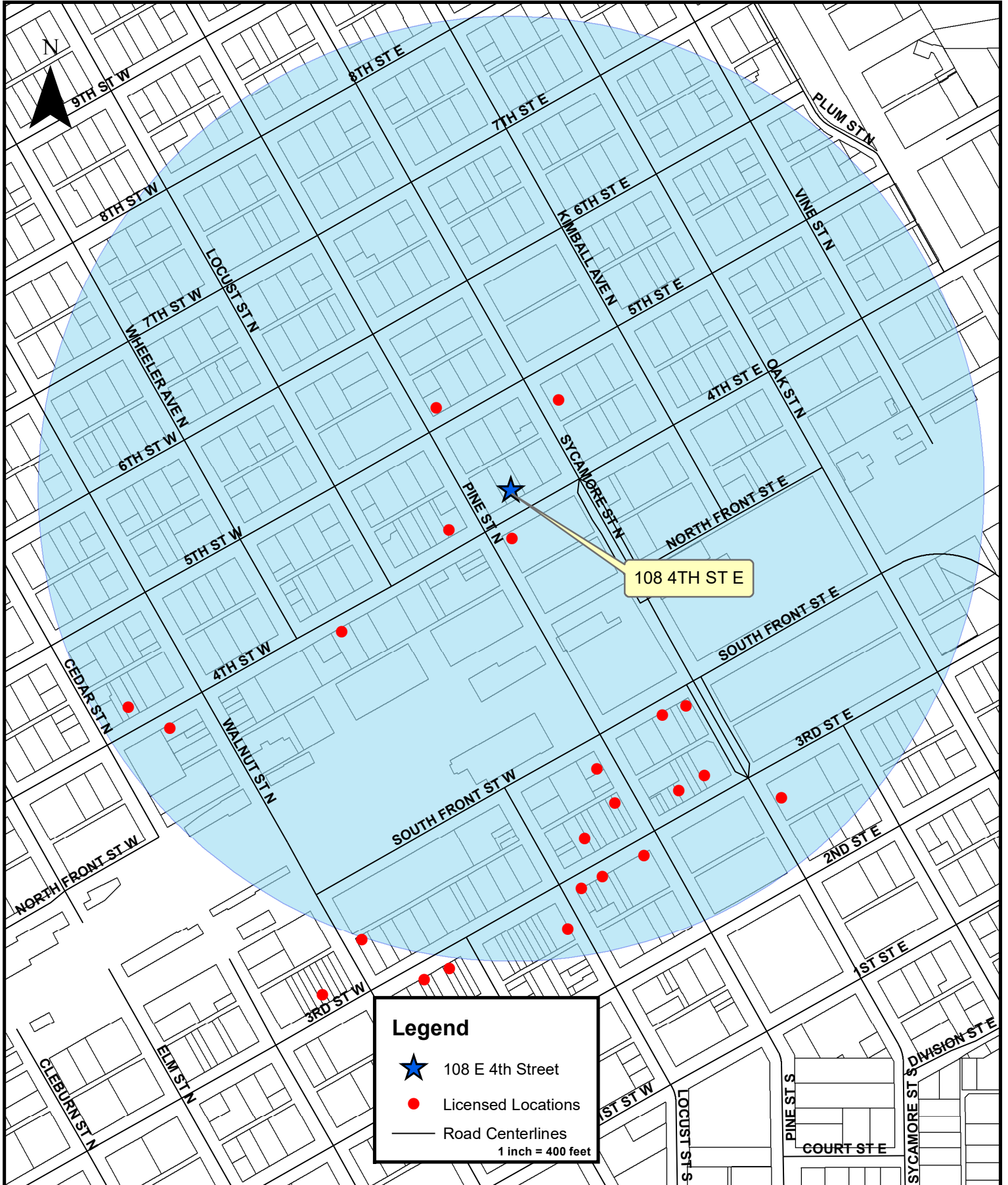
located over the kitchen, and the stairway is in full view so no one would be able to access it without her knowledge. Reyna said they don't have a surveillance system yet, but her husband will install one soon.

We discussed calling law enforcement for any problems. Reyna said she plans to have security cameras installed. She has taken the SafeServ online training. Romero was aware of the requirement to obtain her alcohol from licensed distributors. We talked about handling intoxicated customers and disturbances. We discussed possible compliance checks. I told Reyna that she is responsible for the actions of her staff, and to be careful with minors trying to obtain alcohol. Reyna said she would contact me if she had any other questions.

The Grand Island Police Department has no objections in Reyna Romero, as owner of 4th Street Banquet LLC, being issued a class C/K liquor license for her new reception/banquet hall at 108 E 4th Street.

09/14/22

Liquor License Application: Class "CK": 4th St Banquet, LLC dba 4th St Banquet





City of Grand Island

Tuesday, September 27, 2022

Council Session

Item E-2

Public Hearing on Acquisition of Public Right-of-Way for Circle Drive Drainage Improvements; Project No. 2022-D-1 (Michael & Jean Wilson and LA Rentals, LLC)

Council action will take place under Consent item G-5.

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: September 27, 2022

Subject: Public Hearing on Acquisition of Public Right-of-Way for Circle Drive Drainage Improvements; Project No. 2022-D-1 (Michael & Jean Wilson and LA Rentals, LLC)

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

Background

On March 8, 2022 Street Improvement District No. 1266; Circle Drive, which consists of the northwest area of Stewart Place Subdivision was presented to City Council for creation. Upon Council discussion Public Works was directed to design, bid and construct this paving and drainage improvement at City cost, rather than through the assessment district.

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

Discussion

Public right-of-way is needed to accommodate one of the connections from Diers Avenue to the new Claude Road section. The property owner has signed the necessary documents to grant the property, as shown on the attached drawing.

Engineering staff of the Public Works Department negotiated with the property owner for such purchase.

<i>Property Owner</i>	<i>Legal Description</i>
Michael R Wilson and Jean A Wilson	A PARCEL OF LAND LOCATED IN LOT 11, BLOCK 1, STEWART PLACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF LOT 11, BLOCK 1, STEWART PLACE SUBDIVISION; THENCE NORTHERLY ON THE EAST LINE OF SAID LOT 11, A DISTANCE OF 53 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 78-002917 AND THE POINT OF BEGINNING; THENCE N00°03'12"E (ASSUMED BEARING) CONTINUING ON THE EAST LINE OF SAID LOT 11, A DISTANCE OF 18.00 FEET; THENCE N88°39'25"W, PARALLEL WITH AND 18.00 FEET DISTANT

	FROM THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 57.97 FEET TO THE WEST LINE OF SAID PARCEL; THENCE S00°02'56"W ON SAID WEST LINE, A DISTANCE OF 18.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE S88°39'25"E ON SAID SOUTH LINE, A DISTANCE OF 57.97 FEET TO THE POINT OF BEGINNING, CONTAINING 1043 SQUARE FEET, MORE OR LESS.
LA Rentals, LLC	A PARCEL OF LAND LOCATED IN LOT 11, BLOCK 1, STEWART SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF LOT 11, BLOCK 1, STEWART PLACE SUBDIVISION; THENCE NORTHERLY ON THE WEST LINE OF SAID LOT 11, A DISTANCE OF 50 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 2018-07816 AND THE POINT OF BEGINNING; THENCE N00°01'10"E (ASSUMED BEARING) CONTINUING ON SAID WEST LINE, A DISTANCE OF 21.00 FEET; THENCE S88°45'38"E, PARALLEL WITH AND 21.00 FEET DISTANT FROM THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 91.91 FEET TO THE EAST LINE OF SAID PARCEL; THENCE S00°02'56"W ON SAID EAST LINE, A DISTANCE OF 21.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE N88°45'38"W ON SAID SOUTH LINE, A DISTANCE OF 91.90 FEET TO THE POINT OF BEGINNING, CONTAINING 1930 SQUARE FEET, MORE OR LESS.

Alternatives

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

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

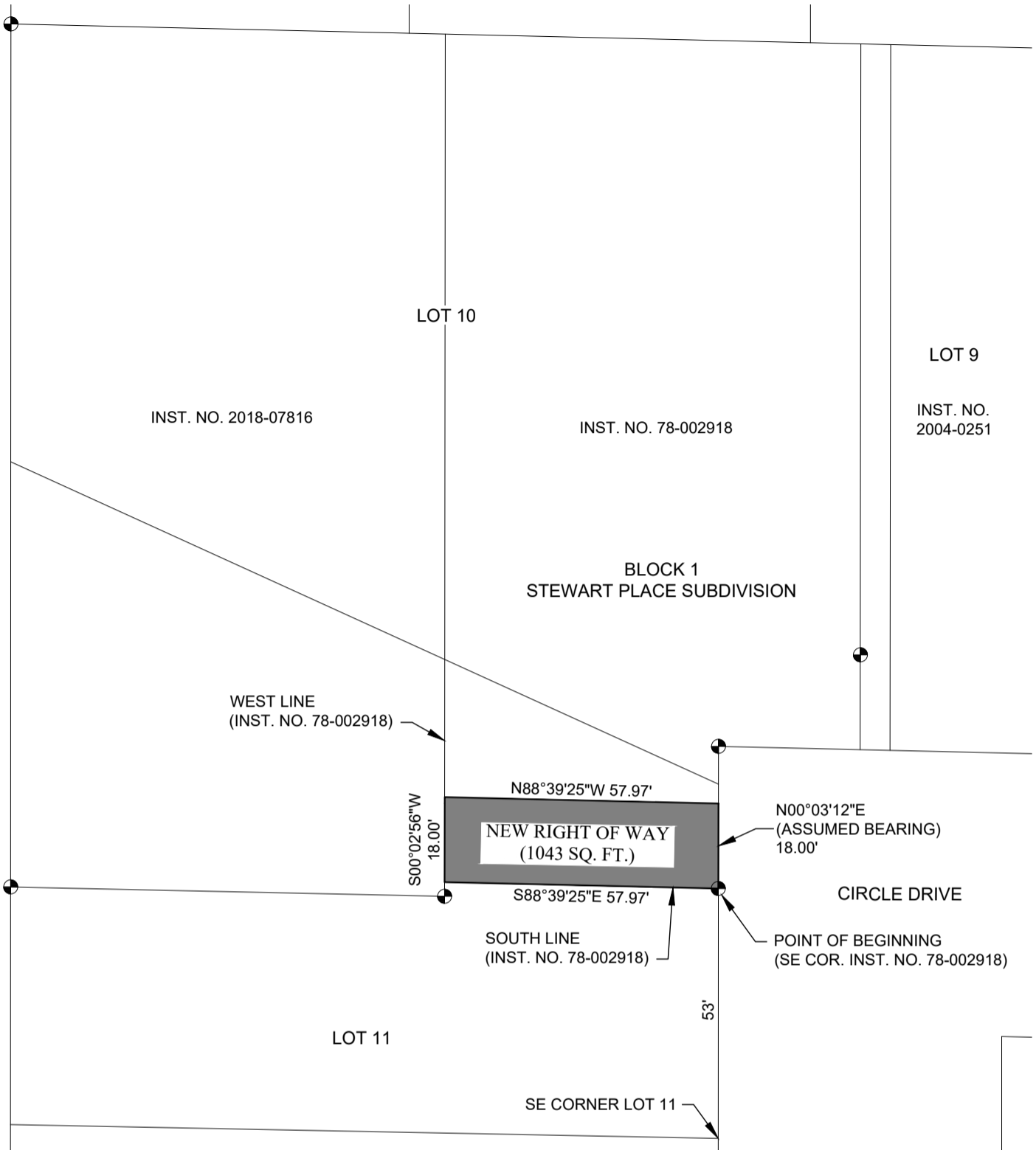
Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the public right-of-way from the affected property owners, at no cost to the City.

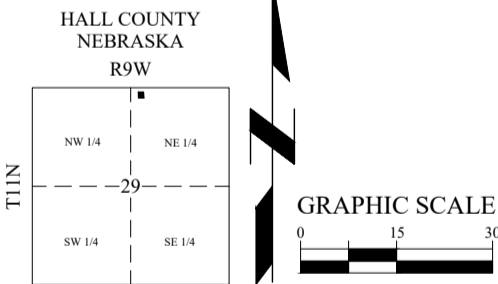
Sample Motion

Move to approve the acquisitions.

NEW RIGHT OF WAY EXHIBIT



VICINITY SKETCH



NEW RIGHT OF WAY DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 11, BLOCK 1, STEWART PLACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF LOT 11, BLOCK 1, STEWART PLACE SUBDIVISION; THENCE NORTHERLY ON THE EAST LINE OF SAID LOT 11, A DISTANCE OF 53 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 78-002917 AND THE POINT OF BEGINNING; THENCE N00°03'12"E (ASSUMED BEARING) CONTINUING ON THE EAST LINE OF SAID LOT 11, A DISTANCE OF 18.00 FEET; THENCE N88°39'25"W, PARALLEL WITH AND 18.00 FEET DISTANT FROM THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 57.97 FEET TO THE WEST LINE OF SAID PARCEL; THENCE S00°02'56"W ON SAID WEST LINE, A DISTANCE OF 18.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE S88°39'25"E ON SAID SOUTH LINE, A DISTANCE OF 57.97 FEET TO THE POINT OF BEGINNING, CONTAINING 1043 SQUARE FEET, MORE OR LESS.

NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND

- MONUMENT FOUND
 - MONUMENT SET
 - CALCULATED POINT
 - D DEEDED DISTANCE
 - G GOVERNMENT DISTANCE
 - M MEASURED DISTANCE
 - P PLATTED DISTANCE
 - R RECORDED DISTANCE
- PROPERTY LINE
 - RIGHT OF WAY AREA

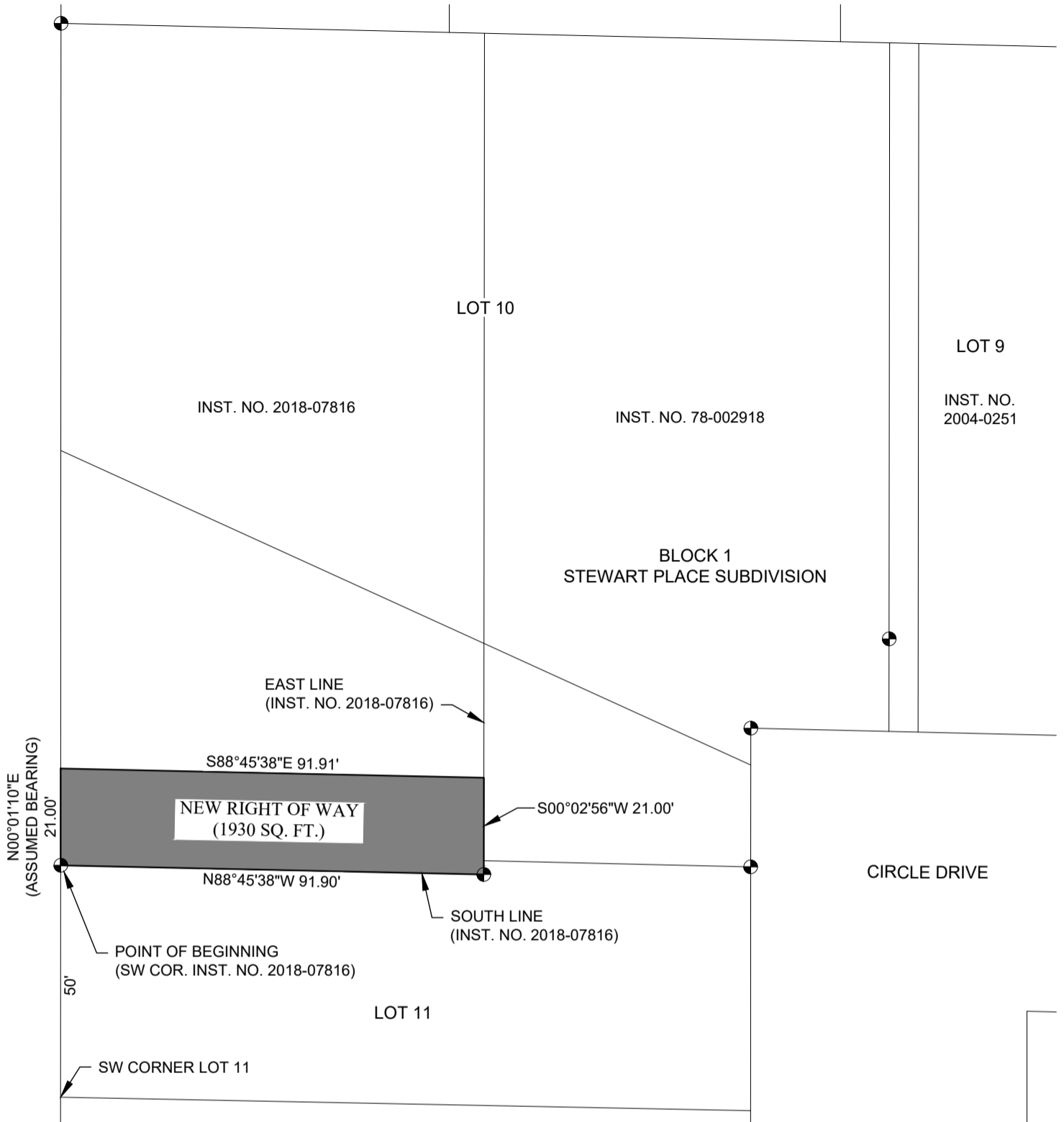
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SCALE	1" = 30'
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JOB NO.	R201607
FIELD BOOK	GRAND ISLAND #9
FIELD WORK	BS
SHEET	1 OF 1
TRACT NO.	2



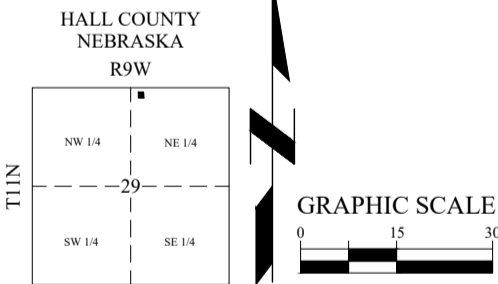
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Grand Island, NE 308.381.7428
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NEW RIGHT OF WAY EXHIBIT



VICINITY SKETCH



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NOTE: ALL BEARINGS ARE ASSUMED.

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JEO CONSULTING GROUP

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City of Grand Island

Tuesday, September 27, 2022

Council Session

Item F-1

#9901 - Consideration of Approving Salary Ordinance

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director
Meeting: September 27, 2022
Subject: Consideration of Approving Salary Ordinance No. 9901
Presenter(s): Aaron Schmid, Human Resources Director

Background

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

Discussion

The proposed salary ordinance recognizes the changes to the collective bargaining agreement between the City of Grand Island and the International Brotherhood of Electrical Workers, Grand Island Lodge No. 1597 Wastewater Treatment Plant effective October 1, 2022.

The ordinance amends the following:

- Adds the Administrative Assistant, FOG Program Manager and Senior Equipment Operator classifications,
- Increases shift differential to \$1.00 per hour,
- Amends longevity pay rates and years of service, and
- Amends wages for the Wastewater Treatment Plant classifications.

The ordinance also includes a typo correction to the Senior Water Maintenance Worker classification.

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. 9901.

Sample Motion

Move to approve Salary Ordinance No. 9901.

ORDINANCE NO. 9901

An ordinance to amend Ordinance 9895 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; to add the IBEW Wastewater Treatment Plant positions and salary ranges of Administrative Assistant; FOG Program Manager and Senior Equipment Operator; to amend the salary ranges for those employees covered under the IBEW Wastewater Treatment Plant labor agreement; to correct the salary range for the IBEW Utilities Senior Water Maintenance Worker position; and to repeal those portions of Ordinance No. 9895 and any parts of other ordinances in conflict herewith; to~~

Approved as to Form _____
September 21, 2022 City Attorney

ORDINANCE NO. 9901 (Cont.)

provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	29.9400/43.5700	Exempt
Accounting Technician – Solid Waste	22.5000/29.3600	40 hrs/week
Administrative Assistant – Building – Part Time	20.4435/29.3215	40 hrs/week
Administrative Coordinator – Public Works	24.1100/39.3800	40 hrs/week
Airport Police Officer – Part Time	30.0000	40 hrs/week
Assistant Finance Director	39.5700/57.4600	Exempt
Assistant Public Works Director/Engineering	53.0600/78.9100	Exempt
Assistant Public Works Director of Wastewater	53.0600/78.9100	Exempt
Assistant Utilities Director – Engineering/Business Operations	71.5000/97.7600	Exempt
Assistant Utilities Director – Production	71.5000/97.7600	Exempt
Assistant Utilities Director – Transmission	71.5000/97.7600	Exempt
Attorney	45.2400/64.5100	Exempt
Building Department Director	52.0500/71.8700	Exempt
Cemetery Superintendent	29.1300/43.1100	Exempt
City Administrator	86.6300/112.9200	Exempt
City Attorney	60.7500/80.8000	Exempt
City Clerk	38.4400/53.4400	Exempt
Civil Engineer I – PW/Eng., PW/WWTP	31.5300/44.0800	Exempt
Civil Engineer I – Utilities	34.3500/48.7800	Exempt
Civil Engineer II – PW/Eng., PW/WWTP	38.6300/54.8200	Exempt

ORDINANCE NO. 9901 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Civil Engineer II – Utilities	40.9600/59.3500	Exempt
Collection System Supervisor	30.7500/41.3300	40 hrs/week
Community Development Administrator	30.8400/42.5500	40 hrs/week
Community Service Officer – Part time	19.7531/25.8858	40 hrs/week
Custodian –Police Part Time	16.6900/23.7300	40 hrs/week
Customer Service Representative	19.8700/26.3600	40 hrs/week
Customer Service Team Leader	23.3300/34.7400	Exempt
Deputy City Clerk	30.7500/42.7500	40 hrs/week
Electric Distribution Superintendent	47.1700/63.1800	Exempt
Electric Distribution Supervisor	43.5000/58.2500	40 hrs/week
Electric Underground Superintendent	47.1700/63.1800	Exempt
Electrical Engineer I	33.7300/50.0000	Exempt
Electrical Engineer II	41.0600/58.0800	Exempt
Emergency Management Deputy Director	32.8500/48.8300	Exempt
Emergency Management Director	52.0500/71.8700	Exempt
Engineering Technician I – PW/WWTP	25.2600/32.4500	40 hrs/week
Engineering Technician II – PW/WWTP	31.3500/40.6300	40 hrs/week
Equipment Operator - Solid Waste	23.9200/30.8100	40 hrs/week
Finance Director	54.1600/78.4800	Exempt
Finance Operations Supervisor	30.9200/41.5000	Exempt
Fire Chief	58.0000/81.5700	Exempt
Fire EMS Division Chief	48.0300/62.7200	Exempt
Fire Operations Division Chief	48.0300/62.7200	Exempt
Fire Prevention Division Chief	48.0300/62.7200	Exempt
Fleet Services Shop Foreman	29.9600/43.7700	40 hrs/week
GIS Coordinator - PW	34.2400/47.8500	Exempt
Grants Administrator	28.6000/43.5800	40 hrs/week
Grounds Management Crew Chief – Cemetery	26.5000/35.1200	40 hrs/week
Grounds Management Crew Chief – Parks	27.0100/36.4900	40 hrs/week
Human Resources Director	52.0500/71.8700	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	31.7400/44.1000	40 hrs/week
Human Resources Recruiter	31.7400/44.1000	40 hrs/week
Human Resources Specialist	31.7400/44.1000	40 hrs/week
Information Technology Manager	48.5200/68.3100	Exempt
Interpreter/Translator	20.0600/27.6300	40 hrs/week

ORDINANCE NO. 9901 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Legal Secretary	24.3000/35.8200	40 hrs/week
Librarian I	28.1400/38.0400	Exempt
Librarian II	30.6949/41.5500	Exempt
Library Assistant I	17.6104/25.4509	40 hrs/week
Library Assistant II	21.7632/30.8094	40 hrs/week
Library Director	51.4400/73.1620	Exempt
Library Page – Part Time	15.5100/18.8900	40 hrs/week
Library Secretary	21.9700/26.0300	40 hrs/week
Maintenance Worker – Cemetery Part Time	15.7820/23.3988	40 hrs/week
Meter Reader – Part Time	24.9011/31.1038	40 hrs/week
Meter Reader Supervisor	33.6200/46.1600	Exempt
MPO Program Manager	34.4200/50.4100	Exempt
Office Manager	29.1100/37.0900	40 hrs/week
Parks and Recreation Director	53.2400/73.8400	Exempt
Parks Superintendent	38.9200/57.1200	Exempt
Payroll Specialist	26.2100/36.6900	40 hrs/week
Planner I	32.8000/44.9100	40 hrs/week
Planning Director	53.7500/79.4500	Exempt
Police Captain	46.6400/62.4700	Exempt
Police Chief	62.4285/83.8548	Exempt
Power Plant Maintenance Supervisor	44.3100/62.2900	Exempt
Power Plant Operations Supervisor	45.5300/64.8900	Exempt
Power Plant Superintendent – PGS	57.2400/83.0400	Exempt
Public Safety Apprentice - Part Time	19.7531/25.8858	40 hrs/week
Public Works Director	62.8300/90.9700	Exempt
Recreation Coordinator	28.1000/40.0900	Exempt
Recreation Superintendent	37.2800/53.2000	Exempt
Regulatory and Environmental Manager	43.3598/64.8700	Exempt
Senior Civil Engineer – PW/Eng., PW/WWTP	43.2400/61.6600	Exempt
Senior Civil Engineer – Utilities	50.1300/69.6500	Exempt
Senior Electrical Engineer	48.8088/70.6800	Exempt
Senior Engineering Technician – PW/WWTP	34.8500/43.4800	40 hrs/week
Senior Public Safety Dispatcher	25.0300/33.6800	40 hrs/week
Senior Utility Secretary	20.5000/29.4900	40 hrs/week
Shooting Range Superintendent	37.2800/53.2000	Exempt

ORDINANCE NO. 9901 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Solid Waste Division Clerk	23.9000/30.9200	40 hrs/week
Solid Waste Foreman	28.4300/39.8800	40 hrs/week
Solid Waste Superintendent	39.4600/54.4100	Exempt
Street Superintendent	37.1900/53.6400	Exempt
Street Foreman	29.9600/42.8000	40 hrs/week
Transit Program Manager	37.3000/55.9400	Exempt
Utilities Director	96.8100/137.8100	Exempt
Utility Production Engineer	49.7300/70.1400	Exempt
Utility Warehouse Supervisor	31.8200/44.3500	40 hrs/week
Victim Assistance Unit Coordinator	24.1500/33.6000	40 hrs/week
Victim/Witness Advocate	18.1100/25.2000	40 hrs/week
Wastewater Plant Chief Operator	31.2500/44.0000	40 hrs/week
Wastewater Plant Operations Engineer	49.9946/69.8306	Exempt
Wastewater Plant Maintenance Supervisor	31.5500/42.5000	40 hrs/week
Wastewater Plant Regulatory Compliance Manager	34.4400/49.0100	Exempt
Water Superintendent	40.5500/55.5300	Exempt
Water Supervisor	35.0800/47.1300	40 hrs/week
Worker / Seasonal	9.0000/30.0000	Exempt
Worker / Seasonal	9.0000/30.0000	40 hrs/week
Worker / Temporary	9.0000/30.0000	40 hrs/week
Worker / Parks & Recreation Part time	9.0000/30.0000	40 hrs/week

ORDINANCE NO. 9901 (Cont.)

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

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

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

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

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

ORDINANCE NO. 9901 (Cont.)

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	23.0592/31.1427	40 hrs/week
Custodian	17.3168/22.2297	40 hrs/week
Electric Distribution Crew Chief	40.0180/50.8883	40 hrs/week
Electric Underground Crew Chief	40.0180/50.8883	40 hrs/week
Engineering Technician I	26.9438/33.6054	40 hrs/week
Engineering Technician II	33.4262/42.0591	40 hrs/week
Instrument Technician	38.1828/48.6745	40 hrs/week
Lineworker Apprentice	28.6219/39.7063	40 hrs/week
Lineworker First Class	36.4634/45.0366	40 hrs/week
Materials Handler	31.9304/40.6147	40 hrs/week
Meter Reader	24.9011/31.1038	40 hrs/week
Meter Technician	34.2474/38.8808	40 hrs/week
Power Dispatcher I	37.1850/46.1314	40 hrs/week
Power Dispatcher II	41.4939/52.2441	40 hrs/week
Power Plant Maintenance Mechanic	35.6475/44.0858	40 hrs/week
Power Plant Operator	38.9418/45.1736	40 hrs/week
Senior Engineering Technician	37.1606/46.3613	40 hrs/week
Senior Materials Handler	36.5589/50.6839	40 hrs/week
Senior Power Dispatcher	46.4846/57.6769	40 hrs/week
Senior Power Plant Operator	44.8138/51.9510	40 hrs/week
Senior Substation Technician	40.3461/47.6808	40 hrs/week
Senior Water Maintenance Worker	27.7230 27.7530/36.3262	40 hrs/week
Substation Technician	40.1454/45.8032	40 hrs/week
Systems Technician	42.8267/48.0292	40 hrs/week
Tree Trim Crew Chief	36.7118/46.1475	40 hrs/week
Utility Electrician	35.7086/45.4247	40 hrs/week
Utility Groundman	25.1532/31.7240	40 hrs/week
Utility Secretary	21.0568/29.3725	40 hrs/week
Utility Technician	34.8148/46.9236	40 hrs/week

ORDINANCE NO. 9901 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Utility Warehouse Clerk	27.0220/33.7577	40 hrs/week
Water Maintenance Worker	26.1725/34.4410	40 hrs/week
Wireworker I	26.3010/38.8226	40 hrs/week
Wireworker II	36.4634/45.0366	40 hrs/week

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

Classification	Hourly Pay Range Min/Max	
Police Officer	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,

ORDINANCE NO. 9901 (Cont.)

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.

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.

ORDINANCE NO. 9901 (Cont.)

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 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

SWAT
Police K9
Drug Recognition Expert
Accident Reconstruction Team
CERT/Hostage Negotiator
Drone

Tier II

All Department Designated Instructors:
Firearms
Defensive Tactics
Less Lethal

ORDINANCE NO. 9901 (Cont.)

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fire Captain	23.4916/30.5216	212 hrs/28 days
Firefighter / EMT	17.7091/25.0171	212 hrs/28 days
Firefighter / Paramedic	19.1441/27.3074	212 hrs/28 days
Life Safety Inspector	27.0165/35.5705	40 hrs/week
Battalion Chief	30.1957/35.1300	212 hrs/28 days

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

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – WWTP	18.8680/28.2987 <u>22.2214/29.4817</u>	40 hrs/week

ORDINANCE NO. 9901 (Cont.)

<u>Administrative Assistant - WWTP</u>	<u>20.4435/29.3215</u>	<u>40 hrs/week</u>
Biosolids Technician	<u>23.0200/33.9453</u> <u>25.3842/36.7560</u>	40 hrs/week
Equipment Operator – WWTP	<u>21.3138/ 29.8620</u> <u>23.2949/31.5147</u>	40 hrs/week
<u>FOG Program Manager</u>	<u>28.7162/39.3130</u>	<u>40 hrs/week</u>
Lead Maintenance Mechanic	<u>23.4477/33.9307</u> <u>28.0427/37.2338</u>	40 hrs/week
Lead Maintenance Worker	<u>22.5717/31.7608</u> <u>22.9094/32.9018</u>	40 hrs/week
Lead Wastewater Plant Operator	<u>25.1151/36.0041</u> <u>27.5666/38.5945</u>	40 hrs/week
Maintenance Mechanic I	<u>19.9733/30.0117</u> <u>23.7880/32.0519</u>	40 hrs/week
Maintenance Worker – WWTP	<u>19.9316/29.5334</u> <u>23.0713/30.6957</u>	40 hrs/week
<u>Senior Equipment Operator</u>	<u>27.0346/34.7365</u>	<u>40 hr/week</u>
Stormwater Program Manager	<u>24.5901/36.8334</u> <u>28.7162/39.3130</u>	40 hrs/week
Wastewater Plant Laboratory Technician	<u>22.7916/31.5683</u> <u>25.4677/33.7709</u>	40 hrs/week
Wastewater Plant Operator I	<u>20.5507/28.8558</u> <u>22.8165/30.1690</u>	40 hrs/week
Wastewater Plant Operator II	<u>23.3588/33.0438</u> <u>25.3735/33.7967</u>	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:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	19.7952/26.5714	40 hrs/week
Accounting Technician – Streets	21.7231/29.0721	40 hrs/week
Accounts Payable Clerk	21.9060/29.5514	40 hrs/week
Administrative Assistant-Bldg, Fire, Parks, Planning	20.4435/29.3215	40 hrs/week
Audio Video Technician	26.8201/36.8240	40 hrs/week
Building Inspector	27.0111/37.2347	40 hrs/week

ORDINANCE NO. 9901 (Cont.)

Cashier	20.0668/25.6234	40 hrs/week
Community Service Officer	19.7531/25.8858	40 hrs/week
Computer Technician	25.5128/36.8584	40 hrs/week
Crime Analyst	28.6794/38.1368	40 hrs/week
Electrical Inspector	27.1431/37.0999	40 hrs/week
Emergency Management Coordinator	25.0300/33.6800	40 hrs/week
Engineering Technician I - Public Works	25.2600/32.4500	40 hrs/week
Engineering Technician II – Public Works	31.3500/40.6300	40 hrs/week
Evidence Technician	22.2054/31.4488	40 hrs/week
GIS Coordinator	34.2400/47.8500	40 hrs/week
Maintenance Worker I – Building, Library, Police	18.8024/25.2757	40 hrs/week
Maintenance Worker II – Building, Library, Police	21.5781/28.7625	40 hrs/week
Payroll Clerk	23.1606/32.5054	40 hrs/week
Plans Examiner	27.0157/39.8241	40 hrs/week
Plumbing/Mechanical Inspector	27.0830/36.5581	40 hrs/week
Police Records Clerk	19.9522/26.7203	40 hrs/week
Public Safety Apprentice	19.7531/25.8858	40 hrs/week
Public Safety Dispatcher	22.5270/30.3120	40 hrs/week
Senior Accounting Clerk	22.1760/29.8667	40 hrs/week
Senior Engineering Technician – Public Works	34.8500/43.4800	40 hrs/week
Shooting Range Operator	26.6273/35.8338	40 hrs/week
Systems Technician	42.8267/48.0292	40 hrs/week
Wastewater Secretary	20.6626/29.0337	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

ORDINANCE NO. 9901 (Cont.)

the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

A shift differential of fifty cents (\$0.50) per hour shall be added to the base hourly wage for persons covered by the IBEW Service/Clerical/Finance labor agreement in the employee classification Public Safety Dispatcher who work a complete shift between 3:00 p.m. and 11:00 p.m. A shift differential of seventy-five cents (\$0.75) per hour shall be added to the base hourly wage for persons covered by the IBEW Service/Clerical/Finance labor agreement in the employee classification of Public Safety Dispatcher who work a complete shift between 11:00 p.m. to 7:00 a.m. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay. A shift differential of \$0.50 per hour shall be added to the base hourly wage for persons who work rotating shifts covered by the IBEW Utilities labor agreement in the employee classifications of Power Dispatcher I, Power Dispatcher II, Power Plant Operator, Senior Power Dispatcher and Senior Power Plant Operator. All employees covered under the FOP labor agreement and are regularly assigned to a shift whose majority of hours occur between 1800 hours and 0600 hours, shall be paid an additional 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 the night graveyard shift

ORDINANCE NO. 9901 (Cont.)

will receive an additional ~~thirty five cents~~one dollar (\$~~0.35~~1.00) per hour for wages attributable to those shifts. ~~Employees working twelve (12) or ten (10) hour shifts will receive an additional twenty five cents (\$0.25) per hour for wages attributable to the evening shift.~~

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

Each employee covered by the IAFF labor agreement after their first year, except Life Safety Inspector, will be credited Five Hundred Twenty-five dollars (\$525.00) annual credit to be used for the purchase of the uniform item purchases as needed. New hires will receive Four Hundred dollars (\$400.00) credit for the purchase of initial uniforms. After probation they shall receive an additional Five Hundred dollars (\$500.00) for the purchase of a Class A uniform or other items as necessary. All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary at the rate of Five-hundred fifty dollars (\$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

ORDINANCE NO. 9901 (Cont.)

eligible for an annual stipend of Three Hundred Fifty dollars (\$350.00). Employees will be reimbursed for said purchases with a receipt showing proof of purchase. Employees in the non-union Community Service Officer Part Time position and the non-union Public Safety Apprentice Part Time position shall be paid a prorated uniform allowance based on hours worked, not to exceed Twenty-five dollars (\$25.00) per pay period. Full-time Community Services Officers and full time Public Safety Apprentices shall be paid a uniform allowance at the rate of Twenty-five dollars (\$25.00) per pay period.

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

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

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.

ORDINANCE NO. 9901 (Cont.)

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

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, and Electric Underground Superintendent shall be eligible to participate in a voluntary uniform program providing an allowance up to Eighteen dollars (\$18.00) per month. When protective clothing is required for personnel covered by the IBEW Utilities, the non-union position of Meter Reader – Part Time, and IBEW Wastewater Treatment Plant labor agreements 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.

ORDINANCE NO. 9901 (Cont.)

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

1. (A) All employees covered in the IBEW Utilities labor agreement shall have a contribution to a VEBA made on their behalf for fifty-three percent (53%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed five hundred eighty-six and eighteen hundredths (586.18) hours [calculated at 53% x 1,106 hours], the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement, with the exception of Life Safety Inspector, shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed six hundred five and thirty-four hundredths hours (605.34) [calculated at 38% x 1,593 hours]. The Life Safety Inspector shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two (542) hours [calculated at 50% x 1,084 = 542]. The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Service/Clerical/Finance labor agreements shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-five 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

ORDINANCE NO. 9901 (Cont.)

(468.65) hours [calculated at 35% x 1,339 hours]. Employees covered by the IBEW Wastewater labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-six percent (36%) of their accumulated medical leave at the time of retirement, early retirement, or death, based on the employee's salary at the time of retirement not to exceed four-hundred eighty-two and four-hundredths hours (482.04) [calculated at 36% x 1,339 hours]. Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty-three percent (53%) of their accumulated medical leave at the time of their retirement, not to exceed six hundred nine and one-half (609.5) hours [calculated at 53% x 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

ORDINANCE NO. 9901 (Cont.)

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.

(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

ORDINANCE NO. 9901 (Cont.)

shall have a contribution made on their behalf to the VEBA account of Ten Dollars (\$10.00) per pay period.

SECTION 11. An employee, who is represented by the following labor agreements, shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The following rate schedule shall apply for those employees who are represented by the FOP labor agreement 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)	\$1,350.00
	Twenty-five (25) years (beginning 26 th year)	\$1,750.00
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:

Five (5) years (beginning 6 th year)	\$ 250.00
Ten (10) years (beginning 11 th year)	\$ 500.00
Fifteen (15) years (beginning 16 th year)	\$ 750.00
Twenty (20) years (beginning 21 st year)	\$ 1,150.00

ORDINANCE NO. 9901 (Cont.)

Twenty-five (25) years (beginning 26th year) \$ 1,650.00

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

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

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

Five (5) years (beginning 6 th year)	\$ 226 <u>250</u> .00
Ten (10) years (beginning 11 th year)	\$ 443 <u>500</u> .00
Fifteen (15) years (beginning 16 th year)	\$ 624 <u>750</u> .00
Twenty (20) years (beginning 21 st year)	\$ 796 <u>1,000</u> .00
Twenty-five (25) years (beginning 26 th year)	\$ 994 <u>1,500</u> .00
Forty (40) years (beginning 41st year)	\$1,174.00

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

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

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

ORDINANCE NO. 9901 (Cont.)

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

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

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

SECTION 14. Those portions of Ordinance No. 9895 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: September 27, 2022

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 27, 2022

Council Session

Item G-1

Approving Minutes of September 13, 2022 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING
September 13, 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 September 13, 2022. Notice of the meeting was given in *The Grand Island Independent* on September 7, 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 Clerk RaNae Edwards, City Attorney Laura McAloon, Finance Director Patrick Brown, and Interim Public Works Director Keith Kurz.

INVOCATION was given by Pastor Adam Snoberger, Trinity Lutheran Church, 212 West 12th Street followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Presentation on Update of the Pinnacle Bank Sports Complex. This item was pulled from the agenda at the request of the presenter.

Presentation by the White Lotus Group on an Update of the Veterans Home Campus. Regional Planning Director Chad Nabity introduced Jay Klein and Alex Bullington representing the White Lotus Group who gave an update on the Veterans Home Campus. Mentioned was that they had gotten this building designated as a State Historic campus along with low income housing. Mr. Bullington answered questions regarding housing in the Persian and Anderson buildings.

PUBLIC HEARINGS:

Public Hearing on Request from Kiko's Cantina and Mexican Eats, LLC dba Kiko's Cantina, 101 West 3rd Street for a Class "C" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "C" Liquor License had been received from Kiko's Cantina and Mexican Eats, LLC dba Kiko's Cantina, 101 West 3rd Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on August 10, 2022; notice to the general public of date, time, and place of hearing published on September 3, 2022; notice to the applicant of date, time, and place of hearing mailed on August 10, 2022. Staff recommended approval contingent upon final inspections. Zach Butz, attorney for the applicant, 308 North Locust Street spoke in support. No further public testimony was heard.

Public Hearing on Acquisition of Public Utility Easements in Grand Island Mall Eighteenth Subdivision- North of State Street; East of US Highway 281. Interim Public Works Director Keith Kurz reported that to allow for further development of the Grand Island Mall Eighteenth

Subdivision it was requested that the City of Grand Island acquire public utility easements. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Right-of-Way for Claude Road; Faidley Avenue to State Street; Project No. 2022-P-4 (Staab Brothers Partnership- 1810 N Diers Avenue). Interim Public Works Director Keith Kurz reported that public right-of-way was needed to accommodate one of the connections from Diers Avenue to the new Claude Road section. Staff recommended approval. No public testimony was heard.

CONSENT AGENDA: Consent Agenda items G-9 and G-28 (Resolutions #2022-240 and #2022-259) were pulled for further discussion. Motion by Paulick, second by Stelk to approve the Consent Agenda excluding items G-9 and G-28. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of August 30, 2022 City Council Special Meeting.

Approving Minutes of August 30, 2022 City Council Regular Meeting.

Receipt of Official Document – Tort Claim filed by Brad Johnson.

Approving Re-Appointments of Jason Morledge, Jason Roe, and Tom O’Neill to the Citizens Advisory Review Committee.

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

Approving Appointments of Julie Wright and Susan Bullington to the Citizens Advisory Review Committee.

Approving Request from Christina Black, 1011 Starwood Avenue, Apt. 1 for Liquor Manager Designation with Texas Roadhouse, 232 Wilmar Avenue.

#2022-239 - Approving Request from Kiko’s Cantina and Mexican Eats, LLC dba Kiko’s Cantina, 101 West 3rd Street for a Class "C" Liquor License and Liquor Manager for Vanessa Garcia, 644 Meves Avenue.

#2022-240 - Approving Agreement with Clean Community Systems. City Attorney Laura McAloon reported that this item was the yearly request for funds in the amount of \$30,000.00. Denise Gallagher, Executive Director explained the services and programs provided by the Clean Community Systems.

Motion by Nickerson, second by Paulick to approve Resolution #2022-240. Upon roll call vote, all voted aye. Motion adopted.

#2022-241 - Approving Bid Award - Coal Bunker Unloading Platform Concrete Coating with Allen Blasting and Coating of Wever, Iowa in an Amount of \$50,346.00.

#2022-242 - Approving Bid Award - PGS Boiler Inspection and Repair - Fall Outage 2022 with Locke AMI, LLC of Olathe, Kansas in an Amount of \$125,552.00.

#2022-243 - Approving Purchase of 2024 Freightliner (OH Division) from Terex Corporation of Watertown, South Dakota in an Amount of \$434,343.00.

#2022-244 - Approving Change Order #1 for Water Main Project 2022-W-1 - 18th Street with The Diamond Engineering Company of Grand Island, Nebraska for an Increase of \$11,385.65 and a Revised Contract Amount of \$167,602.45.

#2022-245 - Approving Designation of Sole Source for Raw Sewage Pumps at the Wastewater Treatment Plant with Iowa Pump Works for Ankeny, Iowa in an Amount of \$40,400.00.

#2022-246 - Approving Section 5339 Capital Grant Application and Agreement for the Transit Division of the Public Works Department- FY 2023.

#2022-247 - Approving Acquisition of Public Utility Easements in Grand Island Mall Eighteenth Subdivision- North of State Street; East of US Highway 281.

#2022-248 - Approving Increase to the City's Share of Improvements to US Highway 30 Bridges in Grand Island; Project No. NH-30-4(162); Control No. 42776 for a Total Amount of \$312,371.44.

#2022-249 - Approving Acquisition of Public Right-of-Way for Claude Road; Faidley Avenue to State Street; Project No. 2022-P-4 (Staab Brothers Partnership- 1810 N Diers Avenue).

#2022-250 - Approving Temporary Construction Easement for Claude Road; Faidley Avenue to State Street; Project No. 2022-P-4 (Staab Brothers Partnership- 1810 N Diers Avenue).

#2022-251 - Approving Assistance to Firefighters Grant Program for the Purchase of SCBAs.

#2022-252 - Approving Purchase of SCBAs from MSA Safety Sales, LLC of Cranberry Township, Pennsylvania in an Amount of \$499,843.20.

#2022-253 - Approving Memorandum of Understanding to the Labor Contract between the City of Grand Island and the Fraternal Order of Police Grand Island Lodge No. 24 Bargaining Unit.

#2022-254 - Approving Ryder Park Playground Fundraising Agreement Amendment with Central Community College Foundation, Inc.

#2022-255 - Approving Ryder Park Playground Grant Application to Peter Kiewit Foundation.

#2022-256 - Approving Change Order #1 for Stolley Park Splash Pad with Crouch Recreation, Inc. of Elkhorn, Nebraska for an Increase of \$38,450.00 and a Revised Contract Amount of \$233,355.00.

#2022-257 - Approving Change Order #3 for JBS Trail with The Diamond Engineering Co. of Grand Island, Nebraska for an Increase of \$14,060.00 and a Revised Contract Amount of \$848,360.16.

#2022-258 - Approving Change Order #1 for Ashley Park Irrigation with Precision Sprinklers of Hastings, Nebraska for an Increase of \$4,374.33 and a Revised Contract Amount of \$100,874.33.

#2022-259 - Approving Final Plat and Subdivision Agreement for Continental Gardens Third Subdivision. It was noted that GH Construction, owner, had submitted the Final Plat and Subdivision Agreement for Continental Gardens Third Subdivision located north of State Street and east of Webb Road for the purpose of creating 3 lots on 3.156 acres.

Regional Planning Director Chad Nabity stated the owners were proposing to build two office buildings and were looking at townhouses for this location.

Motion by Nickerson, second by Haase to approve Resolution #2022-259. Upon roll call vote, all voted aye. Motion adopted.

#2022-260 - Approving Renewal of Machinery Property Peril, Fire and Terrorism Insurance with FM Global for 2022-23 with Factory Mutual Insurance Company of St. Louis, Missouri in an Amount of \$592,750.00 and Terrorism Insurance of \$36,713.00.

REQUESTS AND REFERRALS:

Consideration of Referring Blighted and Substandard Study for Area #28 to the Regional Planning Commission (Conestoga Mall). Regional Planning Director Chad Nabity reported that Woodsonia Acquisitions, LLC had submitted a Substandard and Blight Study for approximately 78.45 acres of property in northwest Grand Island located between U.S. Highway 281 and Webb Road and State and 13th Streets. Staff recommended approval.

Mitch Hohlen, 2201 Anderson Street, Omaha, Nebraska presented the concept of the project at Conestoga Mall.

Motion by Paulick, second by Fitzke to refer the Blighted and Substandard Study for Area #28 to the Regional Planning Commission. Upon roll call vote, all voted aye. Motion adopted.

Consideration of Referring Extremely Blighted Property Analysis for Grand Island to the Regional Planning Commission (Conestoga Mall). Regional Planning Director Chad Nabity reported that Woodsonia Acquisitions, LLC by Kurt Elder, AICP working with Marvin Planning Consultants had prepared a Substandard and Blight Study. This study identified those areas of Grand Island that could qualify as Extremely Blighted. Staff recommended approval.

Motion by Haase, second by Paulick to refer the Extremely Blighted and Substandard Study to the Regional Planning Commission. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Nickerson to approve the payment of claims for the period of August 24, 2022 through September 13, 2022 for a total amount of \$9,159,389.23. Upon roll call vote, all voted aye. Motion adopted.

ADJOURN TO EXECUTIVE SESSION: Motion by Minton, second by Conley to adjourn to Executive Session at 8:07 p.m. for the purpose of a strategy session relative to redevelopment incentives of Conestoga Hall and labor negotiations with IBEW Wastewater Treatment Plant labor contract. Unanimously approved.

RETURN TO REGULAR SESSION: Motion by Fitzke, second by Paulick to return to Regular Session at 9:07 p.m. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 9:07 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, September 27, 2022

Council Session

Item G-2

Approving Minutes of September 20, 2022 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION
September 20, 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 September 20, 2022. Notice of the meeting was given in *The Grand Island Independent* on September 14, 2022.

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

SPECIAL ITEMS:

Presentation by Central Community College on Grand Island Campus Infrastructure Project. Matt Gotschall, 3024 Bighorn Place, President of Central Community College (CCC) gave an updated on the Grand Island Campus Infrastructure Project. CCC is made up of 25 counties. He thanked the community for the continued support for higher education.

He stated the primary revenue sources of approximately \$60 million per year included:

- 25-county property tax = 61%
- State aid = 18%
- Student tuition = 16%
- Other = 3%

Reviewed were the cost estimates of the Grand Island CCC infrastructure projects for a total of \$2,493,218. Projects included tech drive paving; Channel Street paving; alley paving, water main & hydrants; sanitary sewer service; dewatering; fiber headend building, and fiber routing.

Discussion was held regarding extending the street on the east and west side of the campus towards the north. Location of future housing was discussed. The request from CCC was a partnership with the City of Grand Island to use ARPA Funds towards these projects in the amount of \$500,000 to \$1,000,000.

Presentation on Agenda Management, Council Chambers Technology and Upgrades. Finance Director Patrick Brown gave a presentation on the City Council Chambers, Community Meeting room, and GITV upgrades. Reviewed were the upgrades to the Community Meeting Room.

Mentioned were the following upgrades:

- Lighting – Council Chambers \$27,380.94
- Information Booth Flat Screens w/Audio Enhancement: \$12,968.83

- Council Chambers 5th Camera: \$ 6,486.84
- Master Control Audio Hardware Upgrade/Replacement: \$33,063.33
- Microphone Replacement w/Touch Screen Functionality: TBD

Discussion was held concerning keeping the laptops for council here in the Council Chambers. City Attorney Laura McAloon answered questions regarding public records request on the Council laptops. Information Technology Manager Stephanie Gosda answered questions regarding redundancy in our system.

ADJOURNMENT: The meeting was adjourned at 8:15 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, September 27, 2022

Council Session

Item G-3

Approving Garbage Permits for Grand Island Disposal, Inc. and Mid-Nebraska Disposal, Inc. and Refuse Permits for Trash Bee Gone, O'Neill Transportation and Equipment, LLC, and United Trailer Sales, LLC

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: September 27, 2022
Subject: Approving Garbage and Refuse Haulers Permits
Presenter(s): RaNae Edwards, City Clerk

Background

Grand Island City Code Section 17-15 allows for the Collection, Transportation, and Disposal of Garbage and/or Refuse. These permits are effective October 1 through September 30 of each calendar year.

Discussion

The following businesses have submitted applications for renewal for 2022/2023:

Grand Island Disposal, Inc. dba Heartland Disposal, 1839 East 4 th Street	Garbage
Mid-Nebraska Disposal, Inc., 3080 West 2 nd Street	Garbage
O'Neill Transportation and Equipment, 7100 West Old Potash Hwy	Refuse
Trash Bee Gone, 119 W Koenig Street	Refuse

The following business has submitted an application for a new Refuse Haulers license:

United Trailer Sales, LLC dba United Rolloff & Rentals, 3984 S 60th Road, Alda, NE

All City Code requirements have been met by these businesses.

Alternatives

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

1. Approve the renewal for garbage/refuse permits.
2. Disapprove or deny the renewals.
3. Modify the renewals to meet the wishes of the Council.
4. Table the issue

Recommendation

City Administration recommends that the Council approve the renewals for garbage/refuse permits for 2022/2023.

Sample Motion

Move to approve the renewal for garbage/refuse permits for 2022/2023 and the new application for United Rolloff & Rentals.



Application for Haulers License

1 Type of License Required:

- a. **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)
- b. **Refuse Haulers License** (entitles licensee to haul only refuse)

2 Identification of Applicant:

a. Individual or Firm Identification

Business Name GRAND ISLAND DISPOSAL INC, DBA HEARTLAND DISPOSAL

Business Address 1839 E 4TH ST, GRAND ISLAND, NE 68801

Business Telephone 308-382-1683

b. Miscellaneous Information:

- * Public Complaint Telephone (Sec. 17-19) 308-382-1683
- * Name Used on Vehicles (Sec. 17-18) HEARTLAND DISPOSAL

3 Residency Certification:

a. Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

b. Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

c. Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

BRETT DARROUGH, 525 MEADOWLARK LN, ST LIBORY NE 68872

3 Required Documents to be Furnished:

- a. List of Vehicles (Section 17-26)
- b. Certificate of Insurance (Section 17-29)
- c. Performance Bond – Garbage Haulers Only (Section 17-30)
- d. License Fee: **Garbage - \$250.00; Refuse - \$100.00** (Section 17-23)
- e. Appointment of Resident Agent, if applicable (Section 17-24 (D))
- f. Equipment Inspection/Certificate from Health Department (Section 17-26 (B))

9-8-2022

Date

Signature of Applicant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER UNICO Group 1128 Lincoln Mall Suite 200 Lincoln NE 68508	CONTACT NAME: Katie Lane PHONE (A/C, No, Ext): (402) 434-7200 E-MAIL ADDRESS: klane@unicogroup.com	FAX (A/C, No): (402) 434-7272
	INSURER(S) AFFORDING COVERAGE	
INSURED Grand Island Disposal, Inc., DBA: Heartland Disposal 1839 East 4th Street Grand Island NE 68803	INSURER A: AmWINS Program Underwriters, Inc.	
	INSURER B: Midwest Builder's Casualty	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES	CERTIFICATE NUMBER: 22-23 All Lines	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER. <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			GLP203789510	06/16/2022	06/16/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			BAP203789410	06/16/2022	06/16/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC100-0003039-2022A	06/16/2022	06/16/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Grand Island 100 East First Street Grand Island NE 68801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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Application for Haulers License

1 **Type of License Required:**

- a. **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)
- b. **Refuse Haulers License** (entitles licensee to haul only refuse)

2 **Identification of Applicant:**

a. Individual or Firm Identification

Business Name Mid-Nebaska Disposal, Inc.
 Business Address 3080 W 2nd G.I., NE 68803
 Business Telephone (308) 382-7053

b. Miscellaneous Information:

- * Public Complaint Telephone (Sec. 17-19) Same As Above
- * Name Used on Vehicles (Sec. 17-18) Same As Above

3 **Residency Certification:**

- a. Individual Applicant – Resident of Hall County
Name and Home Address of Individual:

- b. Partnership or Corporation of Hall County
Name and Address of Resident Partner/Officer:

Chris Woodward
4654 Lakeside Dr G.I., NE 68801

- c. Non-resident Individual or Corporation
Name and Home Address of Appointed Resident Agent:

3 **Required Documents to be Furnished:**

- a. List of Vehicles (Section 17-26)
- b. Certificate of Insurance (Section 17-29) You have on file
- c. Performance Bond – Garbage Haulers Only (Section 17-30) You have on file
- d. License Fee: **Garbage - \$250.00; Refuse - \$100.00** (Section 17-23)
- e. Appointment of Resident Agent, if applicable (Section 17-24 (D))
- f. Equipment Inspection/Certificate from Health Department (Section 17-26 (B)) - Will send once we receive it.

9/9/21
Date

[Signature]
Signature of Applicant

Application for Haulers License

1 Type of License Required:

- a. **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)
- b. **Refuse Haulers License** (entitles licensee to haul only refuse)

2 Identification of Applicant:

a. Individual or Firm Identification

Business Name

O'Neill Transportation

Business Address

7100 West Old Potash Hwy

Business Telephone

Alda NE 68810

b. Miscellaneous Information:

308-384-1690

* Public Complaint Telephone (Sec. 17-19)



* Name Used on Vehicles (Sec. 17-18)

O'Neill Transportation.

3 Residency Certification:

a. Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

b. Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

c. Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

3 Required Documents to be Furnished:

- a. List of Vehicles (Section 17-26)
- b. Certificate of Insurance (Section 17-29)
- c. Performance Bond – Garbage Haulers Only (Section 17-30)
- d. License Fee: **Garbage - \$250.00; Refuse - \$100.00** (Section 17-23)
- e. Appointment of Resident Agent, if applicable (Section 17-24 (D))
- f. Equipment Inspection/Certificate from Health Department (Section 17-26 (B))

9/9/2022
Date


Signature of Applicant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/19/2022

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PRODUCER FNIC Group PO Box 45279 Omaha NE 68145	CONTACT NAME: Christina Bayer	PHONE (A/C, No, Ext): (402) 861-7000	FAX (A/C, No): (402) 861-7111
	E-MAIL ADDRESS: christina.bayer@fnicgroup.com		
INSURED O'Neill Transportation & Equipment LLC Po Box 290 Alda NE 68810-0290	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Association Casualty Insurance		35829
	INSURER B: Gray Surplus		
	INSURER C: Midwest Builders' Casualty Mutual		
	INSURER D:		
	INSURER E:		
INSURER F:			

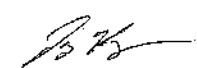
COVERAGES CERTIFICATE NUMBER: CL2271961173 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CMPNE0000016039	07/25/2022	07/25/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y		CAPNE0000016039	07/25/2022	07/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ 0	Y		GSL100759	07/25/2022	07/25/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC100-0002510-2022A	02/01/2022	02/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The policies have been endorsed to provide 30 days' notice of cancellation, except for cancellation for non-payment of premium, in which case 10 days' notice of cancellation shall be provided.

CERTIFICATE HOLDER City of Grand Island PO Box 1968 Grand Island NE 68802	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Application for Haulers License

1 Type of License Required:

- a. **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)
- b. **Refuse Haulers License** (entitles licensee to haul only refuse)

2 Identification of Applicant:

a. Individual or Firm Identification

Business Name

Trash Bee Gone

Business Address

4925 Merrick Ave, Grand Island

Business Telephone

308 379 8251

b. Miscellaneous Information:

* Public Complaint Telephone (Sec. 17-19)

308 383 2303

* Name Used on Vehicles (Sec. 17-18)

Trash Bee Gone

3 Residency Certification:

a. Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

Wilmer Mendoza

b. Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

4925 Merrick Ave Grand Island.

c. Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

3 Required Documents to be Furnished:

- a. List of Vehicles (Section 17-26)
- b. Certificate of Insurance (Section 17-29)
- c. Performance Bond – Garbage Haulers Only (Section 17-30)
- d. License Fee: **Garbage - \$250.00; Refuse - \$100.00** (Section 17-23)
- e. Appointment of Resident Agent, if applicable (Section 17-24 (D))
- f. Equipment Inspection/Certificate from Health Department (Section 17-26 (B))

9/19/22
Date

[Signature]
Signature of Applicant

Named insured

KENIA HERNANDEZ
4925 MERRICK AVE
GRAND ISLAND, NE 68801

Policy number: 02485329-4

Underwritten by:
Progressive Northern Insurance Co
September 9, 2022
Policy Period: Sep 8, 2022 - Mar 8, 2023
Page 1 of 2

progressive.com
Online Service

Make payments, check billing activity, print policy documents, or check the status of a claim.

1-800-895-2886

For customer service and claims service,
24 hours a day, 7 days a week.

Commercial Auto Insurance Coverage Summary

This is your revised Renewal Declarations Page

Your policy period has changed

Your coverage began on September 8, 2022 at 12:01 a.m. This policy expires on March 8, 2023 at 12:01 a.m.

This coverage summary replaces your prior one. Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (02/19). The contract is modified by forms 2852NE (02/19), 4757 (02/19), 4852NE (02/19), 4881NE (02/19) and Z228 (01/11).

The named insured organization type is a sole proprietorship.

Progressive Northern Insurance Co is a stock company (NYSE:PGR).

Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$841
Bodily Injury Liability	\$25,000 each person/\$50,000 each accident		
Property Damage Liability	\$25,000 each accident		
Uninsured Motorist	\$25,000 each person/\$50,000 each accident		47
Underinsured Motorist	\$25,000 each person/\$50,000 each accident		47
Medical Payments	\$5,000 each person		29
Comprehensive			140
See Auto Coverage Schedule	Limit of liability less deductible		
Collision			409
See Auto Coverage Schedule	Limit of liability less deductible		
Total 6 month policy premium			\$1,513

Rated driver

- KENIA HERNANDEZ

Auto coverage schedule

- 2004 Ford F450 Super Duty**

VIN: 1FDXF47P04EC59339

Garaging Zip Code: 68801

Radius: 50

Liability Premium	Liability	UM BI	UIM BI	Med Pay	Auto Total
	\$404	\$26	\$26	\$29	\$485

Form 6489 NE (01/12)



2. **2001 Intl 490** Stated Amount: *\$15,000 (including Permanently Attached Equip)
 VIN: 1HTSDAAL91H390212 Garaging Zip Code: 68801 Radius: 50

Liability Premium	Liability	UM BI	UM BI		
	\$437	\$21	\$21		
Physical Damage Premium	Comp Deductible	Comp Premium	Collision Deductible	Collision Premium	Auto Total
	\$5,000	\$140	\$5,000	\$409	\$1,028

*A vehicle's stated amount should indicate its current retail value, including any special or permanently attached equipment. In the event of a total loss, the maximum amount payable is the lesser of the Stated Amount or Actual Cash Value, less deductible. Be sure to check stated amount at every renewal in order to receive the best value from your Progressive Commercial Auto policy.

Premium discount

Policy	
02485329-4	Paid In Full

Loss Payee information

1. Loss Payee	Auto 2	FIVE POINTS BANK 3111 W STOLLEY PARK GRAND ISLAND, NE 68803 2001 Intl 490 (1HTSDAAL91H390212)
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Application for Haulers License

1 Type of License Required:

- a. **Garbage Haulers License** (entitles licensee to collect and transport both garbage and refuse)
- b. **Refuse Haulers License** (entitles licensee to haul only refuse)

2 Identification of Applicant:

a. Individual or Firm Identification

Business Name UNITED TRAILER SALES LLC dba UNITED ROLLOFF & RENTALS

Business Address 3984 S 60TH RD ALDA NE 68810

Business Telephone 308.379.6806

b. Miscellaneous Information:

- * Public Complaint Telephone (Sec. 17-19) 308.379.6806
- * Name Used on Vehicles (Sec. 17-18) 308.379.6806

3 Residency Certification:

a. Individual Applicant – Resident of Hall County

Name and Home Address of Individual:

b. Partnership or Corporation of Hall County

Name and Address of Resident Partner/Officer:

WESTON GOLDSMITH 3571 SUMMER DR GRAND ISLAND NE 68803

c. Non-resident Individual or Corporation

Name and Home Address of Appointed Resident Agent:

3 Required Documents to be Furnished:

- a. List of Vehicles (Section 17-26)
- b. Certificate of Insurance (Section 17-29)
- c. Performance Bond – Garbage Haulers Only (Section 17-30)
- d. License Fee: **Garbage - \$250.00; Refuse - \$100.00** (Section 17-23)
- e. Appointment of Resident Agent, if applicable (Section 17-24 (D))
- f. Equipment Inspection/Certificate from Health Department (Section 17-26 (B))

9.19.2022

Date

Signature of Applicant



City of Grand Island

Tuesday, September 27, 2022

Council Session

Item G-4

#2022-261 - Approving Request from 4th St Banquet, LLC dba 4th St Banquet, 108 East 4th Street for a Class "CK" Liquor License and Liquor Manager Designation for Reyna Romero, 5419 W Old Potash Highway

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

Staff Contact: RaNae Edwards

RESOLUTION 2022-261

WHEREAS, an application was filed by 4th St Banquet, LLC, dba 4th St Banquet, 108 East 4th Street for a Class "CK" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on September 17, 2022; such publication cost being \$17.22; and

WHEREAS, a public hearing was held on September 27, 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 Reyna Romero, 5419 W Old Potash Hwy, Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
September 23, 2022 ✕ City Attorney



City of Grand Island

Tuesday, September 27, 2022

Council Session

Item G-5

#2022-262 - Approving Acquisition of Public Right-of-Way for Circle Drive Drainage Improvements; Project No. 2022-D-1 (Michael & Jean Wilson and LA Rentals, LLC)

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

Staff Contact: Keith Kurz PE, Interim Public Works Director

R E S O L U T I O N 2022-262

WHEREAS, public right-of-way is required by the City of Grand Island for Circle Drive Drainage Improvements; Project No. 2022-D-1, from property described as follows:

<i>Property Owner</i>	<i>Legal Description</i>
Michael R Wilson and Jean A Wilson	A PARCEL OF LAND LOCATED IN LOT 11, BLOCK 1, STEWART PLACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF LOT 11, BLOCK 1, STEWART PLACE SUBDIVISION; THENCE NORTHERLY ON THE EAST LINE OF SAID LOT 11, A DISTANCE OF 53 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 78-002917 AND THE POINT OF BEGINNING; THENCE N00°03'12"E (ASSUMED BEARING) CONTINUING ON THE EAST LINE OF SAID LOT 11, A DISTANCE OF 18.00 FEET; THENCE N88°39'25"W, PARALLEL WITH AND 18.00 FEET DISTANT FROM THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 57.97 FEET TO THE WEST LINE OF SAID PARCEL; THENCE S00°02'56"W ON SAID WEST LINE, A DISTANCE OF 18.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE S88°39'25"E ON SAID SOUTH LINE, A DISTANCE OF 57.97 FEET TO THE POINT OF BEGINNING, CONTAINING 1043 SQUIRE FEET, MORE OR LESS.
LA Rentals, LLC	A PARCEL OF LAND LOCATED IN LOT 11, BLOCK 1, STEWART SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF LOT 11, BLOCK 1, STEWART PLACE SUBDIVISION; THENCE NORTHERLY ON THE WEST LINE OF SAID LOT 11, A DISTANCE OF 50 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 2018-07816 AND THE POINT OF BEGINNING; THENCE N00°01'10"E (ASSUMED BEARING) CONTINUING ON SAID WEST LINE, A DISTANCE OF 21.00 FEET; THENCE S88°45'38"E, PARALLEL WITH AND 21.00 FEET DISTANT FROM THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 91.91 FEET TO THE EAST LINE OF SAID PARCEL; THENCE S00°02'56"W ON SAID EAST LINE, A DISTANCE OF 21.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE N88°45'38"W ON SAID SOUTH LINE, A DISTANCE OF 91.90 FEET TO THE POINT OF BEGINNING, CONTAINING 1930 SQUARE FEET, MORE OR LESS.

WHEREAS, agreements for the public right-of-way have been reviewed and approved by the City Legal Department.

Approved as to Form ✕ _____ September 23, 2022 ✕ City Attorney

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreements for the public right-of-way on the above described tracts of land.

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

- - -

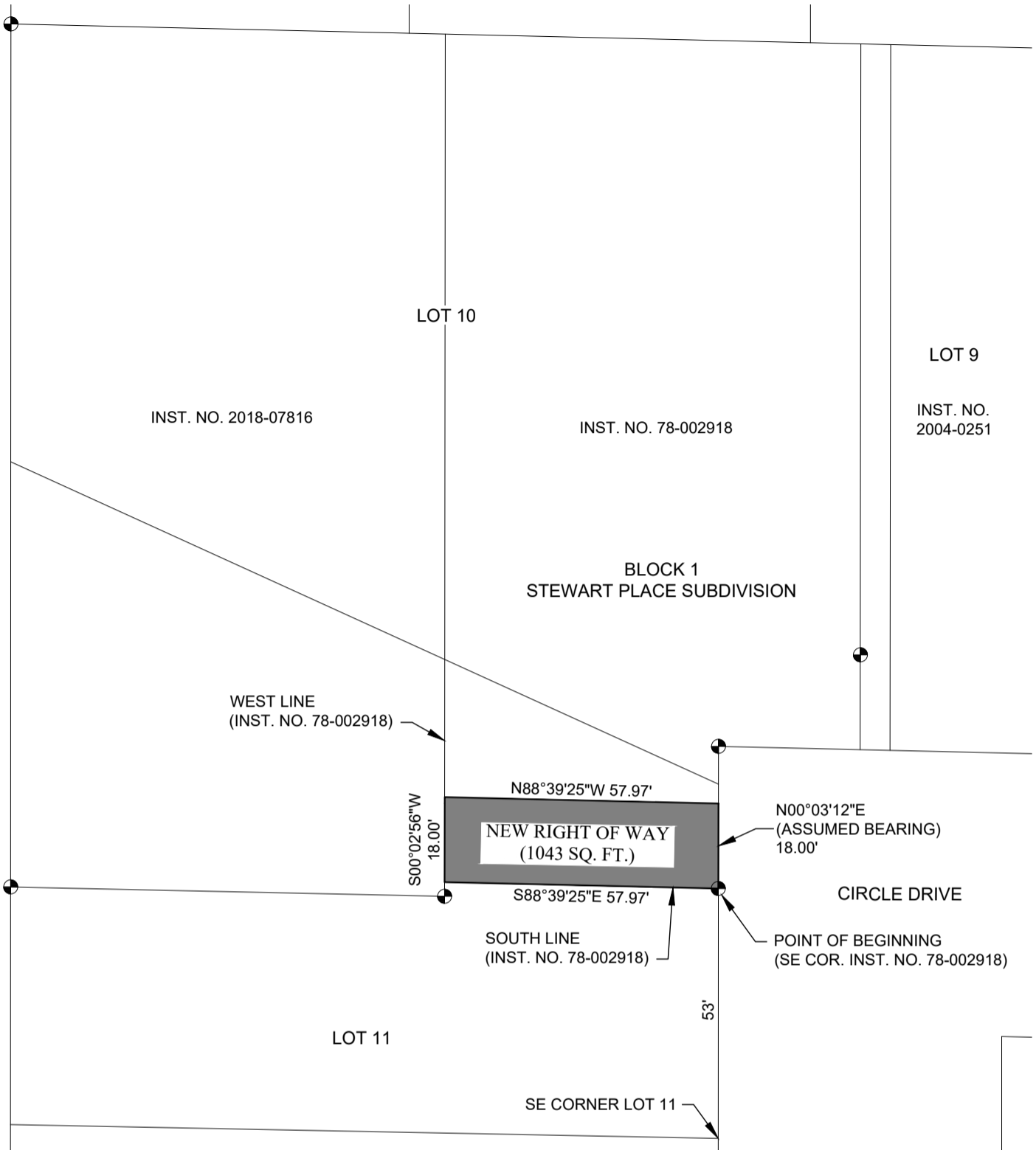
Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2022.

Roger G. Steele, Mayor

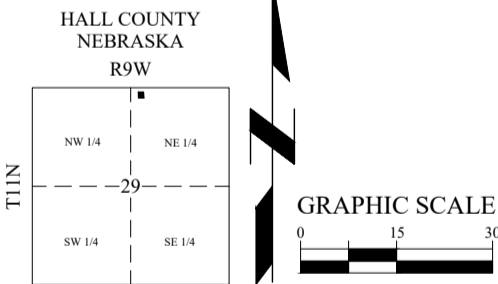
Attest:

RaNae Edwards, City Clerk

NEW RIGHT OF WAY EXHIBIT



VICINITY SKETCH



NEW RIGHT OF WAY DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOT 11, BLOCK 1, STEWART PLACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF LOT 11, BLOCK 1, STEWART PLACE SUBDIVISION; THENCE NORTHERLY ON THE EAST LINE OF SAID LOT 11, A DISTANCE OF 53 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 78-002917 AND THE POINT OF BEGINNING; THENCE N00°03'12"E (ASSUMED BEARING) CONTINUING ON THE EAST LINE OF SAID LOT 11, A DISTANCE OF 18.00 FEET; THENCE N88°39'25"W, PARALLEL WITH AND 18.00 FEET DISTANT FROM THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 57.97 FEET TO THE WEST LINE OF SAID PARCEL; THENCE S00°02'56"W ON SAID WEST LINE, A DISTANCE OF 18.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE S88°39'25"E ON SAID SOUTH LINE, A DISTANCE OF 57.97 FEET TO THE POINT OF BEGINNING, CONTAINING 1043 SQUARE FEET, MORE OR LESS.

NOTE: ALL BEARINGS ARE ASSUMED.

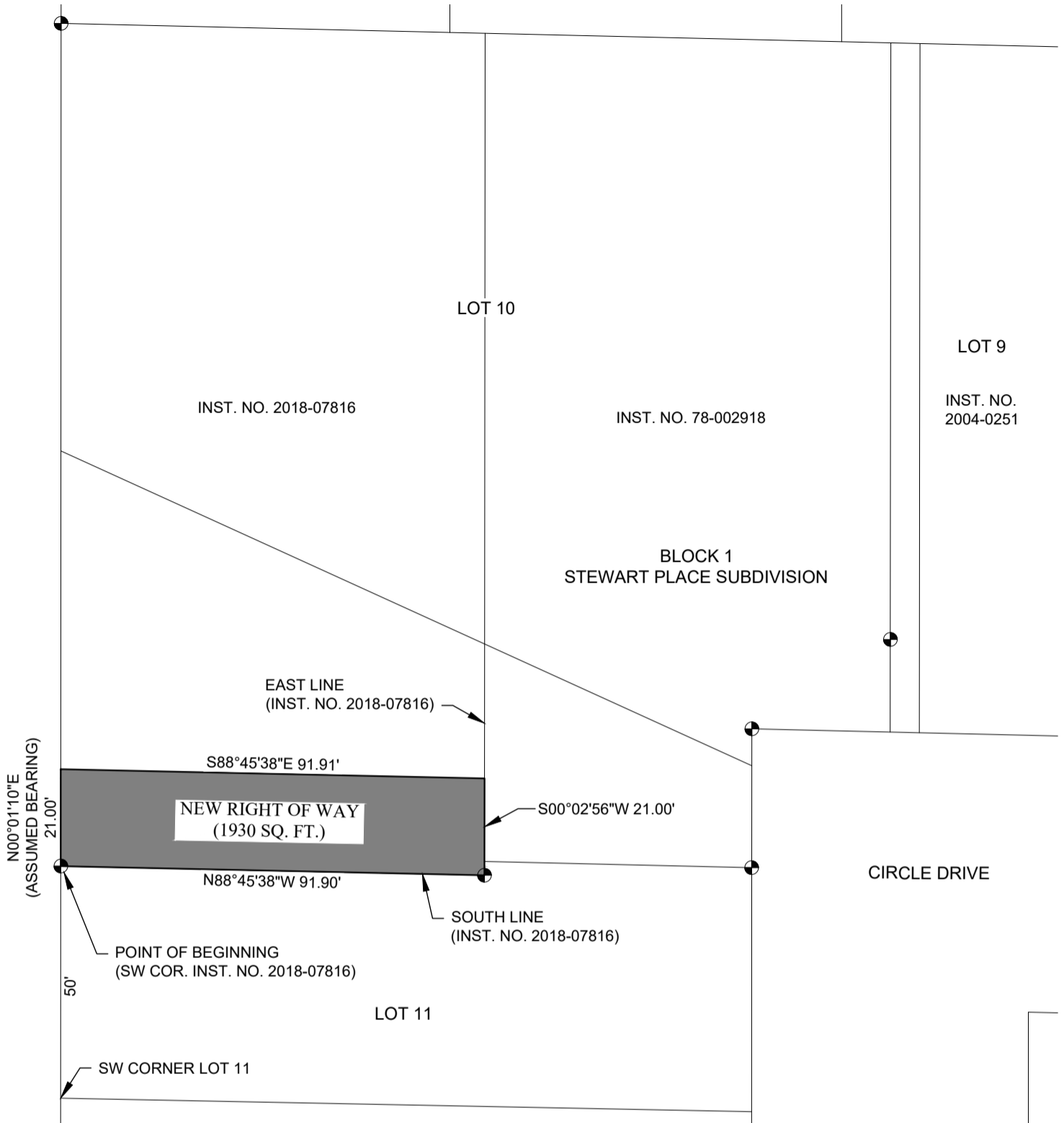
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- MONUMENT FOUND
 - MONUMENT SET
 - CALCULATED POINT
 - D DEEDED DISTANCE
 - G GOVERNMENT DISTANCE
 - M MEASURED DISTANCE
 - P PLATTED DISTANCE
 - R RECORDED DISTANCE
- PROPERTY LINE
- RIGHT OF WAY AREA

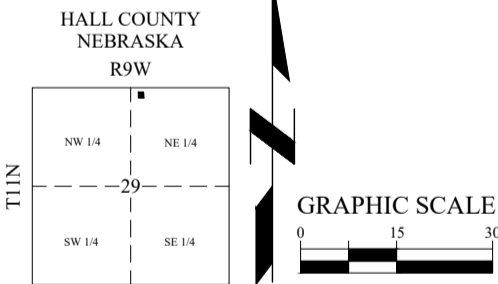
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DRAWN	AG
JOB NO.	R201607
FIELD BOOK	GRAND ISLAND #9
FIELD WORK	BS
SHEET	1 OF 1
TRACT NO.	2

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NEW RIGHT OF WAY EXHIBIT



VICINITY SKETCH



NEW RIGHT OF WAY DESCRIPTION:

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TRACT NO.	1

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City of Grand Island

Tuesday, September 27, 2022

Council Session

Item G-6

#2022-263 - Approving Temporary Construction Easement for Circle Drive Drainage Improvements; Project No. 2022-D-1 (Michael & Jean Wilson and LA Rentals, LLC)

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: September 27, 2022

Subject: Approving Temporary Construction Easement for Circle Drive Drainage Improvements; Project No. 2022-D-1 (Michael & Jean Wilson and LA Rentals, LLC)

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

Background

On March 8, 2022 Street Improvement District No. 1266; Circle Drive, which consists of the northwest area of Stewart Place Subdivision was presented to City Council for creation. Upon Council discussion Public Works was directed to design, bid and construct this paving and drainage improvement at City cost, rather than through the assessment district.

Temporary construction easements are needed to accommodate the construction activities for Circle Drive Drainage Improvements; Project No. 2022-D-1, which must be approved by City Council. The temporary construction easements will allow for the roadway improvements to this area.

A sketch is attached to show the temporary construction easement areas.

Discussion

Temporary construction easements are needed for Circle Drive Drainage Improvements; Project No. 2022-D-1 to be constructed.

Engineering staff of the Public Works Department negotiated with the property owner for use of such temporary construction easement area.

<i>Property Owner</i>	<i>Legal Description</i>
Michael R Wilson and Jean A Wilson	A PARCEL OF LAND LOCATED IN LOTS 10 AND 11, BLOCK 1, STEWART PLACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF LOT 11, BLOCK 1, STEWART PLACE SUBDIVISION; THENCE NORTHERLY ON THE EAST LINE OF SAID LOT 11, A DISTANCE OF 53 FEET;

	<p>MORE OR LESS TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 78-002917; THENCE N00°03'12"E (ASSUMED BEARING) CONTINUING ON THE EAST LINE OF SAID LOT 11, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING; THENCE N88°39'25"W, PARALLEL WITH AND 18.00 FEET DISTANT FROM THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 57.97 FEET TO THE WEST LINE OF SAID PARCEL; THENCE N00°02'56"E ON SAID WEST LINE, A DISTANCE OF 14.00 FEET; THENCE S88°39'25"E, PARALLEL WITH AND 32.00 FEET DISTANT FROM THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 28.00 FEET; THENCE N01°20'35"E, PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 11.00 FEET; THENCE S88°39'25"E, PARALLEL WITH AND 43.00 FEET DISTANT FROM THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 40.00 FEET; THENCE S01°15'58"W, A DISTANCE OF 12.89 FEET TO THE SOUTH LINE OF SAID LOT 10; THENCE N88°39'25"W ON SAID SOUTH LINE, A DISTANCE OF 10.00 FEET; THENCE S00°03'12"W ON THE EAST LINE OF SAID LOTS 10 AND 11, A DISTANCE OF 12.11 FEET TO THE POINT OF BEGINNING, CONTAINING 1270 SQUARE FEET, MORE OR LESS.</p>
<p>LA Rentals, LLC</p>	<p>A PARCEL OF LAND LOCATED IN LOT 11, BLOCK 1, STEWART PLACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF LOT 11, BOCK 1, STEWART PLACE SUBDIVISION; THENCE NORTHERLY ON THE WEST LINE OF SAID LOT 11, A DISTANCE OF 50 FEET; MORE OR LESS TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 2018-07816; THENCE N00°01'10"E (ASSUMED BEARING) CONTINUING ON SAID WEST LINE, A DISTANCE OF 21.00 FEET TO THE POINT OF BEGINNING; THENCE S88°45'38"E, PARALLEL WITH AND 21.00 FEET DISTANT FROM THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 91.91 FEET TO THE EAST LINE OF SAID PARCEL; THENCE N00°02'56"E ON SAID EAST LINE, A DISTANCE OF 14.00 FEET; THENCE N88°45'38"W, PARALLEL WITH AND 35.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 62.00 FEET; THENCE S01°14'22"W, PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 9.00 FEET; THENCE N88°45'38"W, PARALLEL WITH AND 26.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 29.73 FEET TO SAID WEST LINE; THENCE S00°01'10"W ON SAID WEST LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1018 SQUARE FEET, MORE OR LESS.</p>

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 Temporary Construction Easements between the City of Grand Island and the affected property owners for Circle Drive Drainage Improvements; Project No. 2022-D-1, at no cost to the City.

Sample Motion

Move to approve the temporary construction easements.

RESOLUTION 2022-263

WHEREAS, temporary construction easements are required by the City of Grand Island, from property described below to construct Circle Drive Drainage Improvements; Project No. 2022-D-1:

<i>Property Owner</i>	<i>Legal Description</i>
Michael R Wilson and Jean A Wilson	A PARCEL OF LAND LOCATED IN LOTS 10 AND 11, BLOCK 1, STEWART PLACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF LOT 11, BLOCK 1, STEWART PLACE SUBDIVISION; THENCE NORTHERLY ON THE EAST LINE OF SAID LOT 11, A DISTANCE OF 53 FEET; MORE OR LESS TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 78-002917; THENCE N00°03'12"E (ASSUMED BEARING) CONTINUING ON THE EAST LINE OF SAID LOT 11, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING; THENCE N88°39'25"W, PARALLEL WITH AND 18.00 FEET DISTANT FROM THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 57.97 FEET TO THE WEST LINE OF SAID PARCEL; THENCE N00°02'56"E ON SAID WEST LINE, A DISTANCE OF 14.00 FEET; THENCE S88°39'25"E, PARALLEL WITH AND 32.00 FEET DISTANT FROM THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 28.00 FEET; THENCE N01°20'35"E, PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 11.00 FEET; THENCE S88°39'25"E, PARALLEL WITH AND 43.00 FEET DISTANT FROM THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 40.00 FEET; THENCE S01°15'58"W, A DISTANCE OF 12.89 FEET TO THE SOUTH LINE OF SAID LOT 10; THENCE N88°39'25"W ON SAID SOUTH LINE, A DISTANCE OF 10.00 FEET; THENCE S00°03'12"W ON THE EAST LINE OF SAID LOTS 10 AND 11, A DISTANCE OF 12.11 FEET TO THE POINT OF BEGINNING, CONTAINING 1270 SQUARE FEET, MORE OR LESS.
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Approved as to Form ✕ _____ September 23, 2022 ✕ City Attorney

	DISTANCE OF 14.00 FEET; THENCE N88°45'38"W, PARALLEL WITH AND 35.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 62.00 FEET; THENCE S01°14'22"W, PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 9.00 FEET; THENCE N88°45'38"W, PARALLEL WITH AND 26.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 29.73 FEET TO SAID WEST LINE; THENCE S00°01'10"W ON SAID WEST LINE, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1018 SQUARE FEET, MORE OR LESS.
--	--

WHEREAS, such Temporary Construction easements have been reviewed and approved by the City Legal Department.

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 compensate the affected property owners for the Temporary Construction easements on the above described tracts of land.

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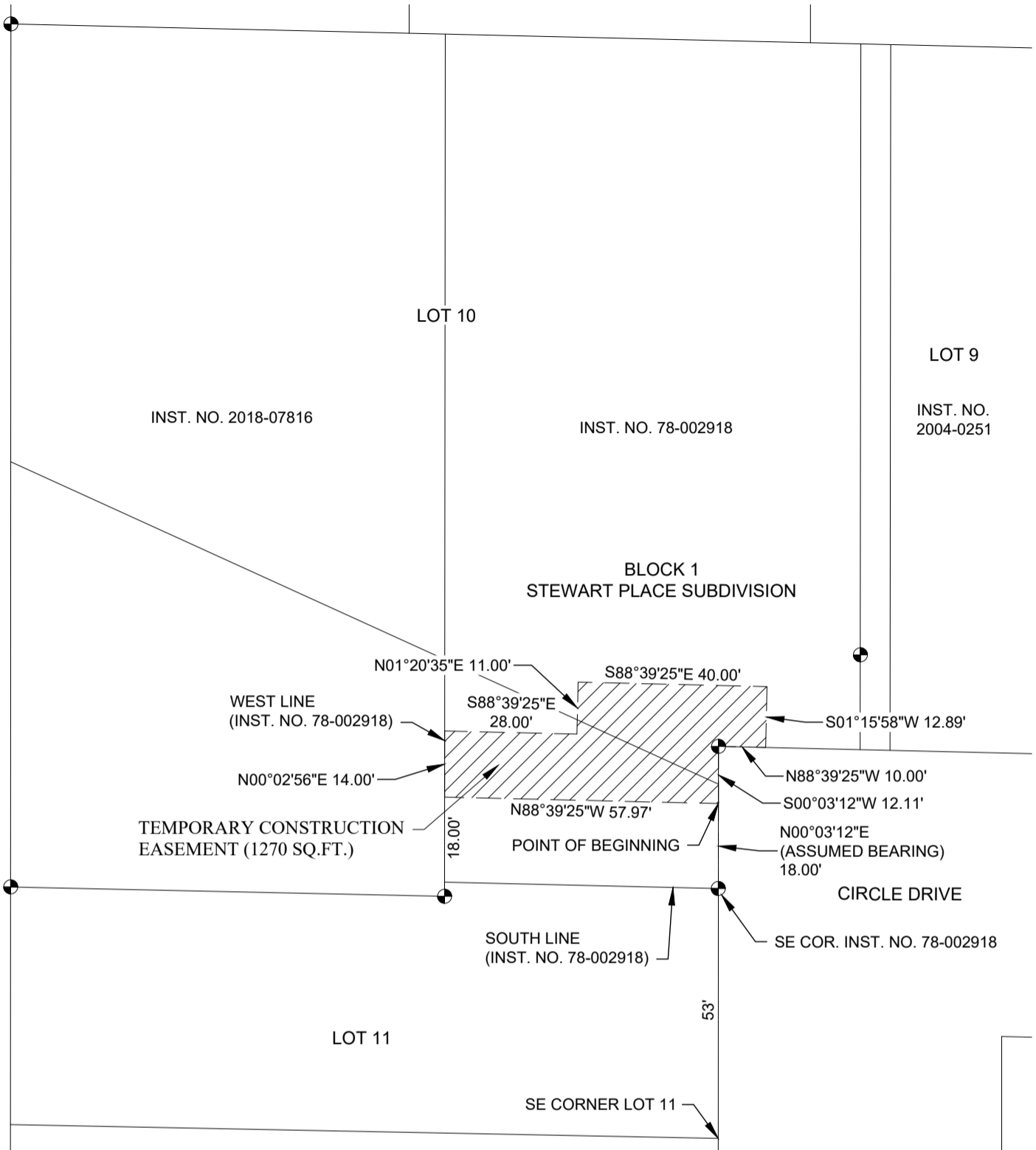
Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2022.

Roger G. Steele, Mayor

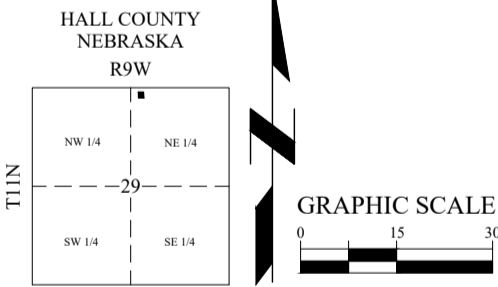
Attest:

RaNae Edwards, City Clerk

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



VICINITY SKETCH



TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

A PARCEL OF LAND LOCATED IN LOTS 10 AND 11, BLOCK 1, STEWART PLACE SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF LOT 11, BLOCK 1, STEWART PLACE SUBDIVISION; THENCE NORTHERLY ON THE EAST LINE OF SAID LOT 11, A DISTANCE OF 53 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 78-002917; THENCE N00°03'12"E (ASSUMED BEARING) CONTINUING ON THE EAST LINE OF SAID LOT 11, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING; THENCE N88°39'25"W, PARALLEL WITH AND 18.00 FEET DISTANT FROM THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 57.97 FEET TO THE WEST LINE OF SAID PARCEL; THENCE N00°02'56"E ON SAID WEST LINE, A DISTANCE OF 14.00 FEET; THENCE S88°39'25"E, PARALLEL WITH AND 32.00 FEET DISTANT FROM THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 28.00 FEET; THENCE N01°20'35"E, PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 11.00 FEET; THENCE S88°39'25"E, PARALLEL WITH AND 43.00 FEET DISTANT FROM THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 40.00 FEET; THENCE S01°15'58"W, A DISTANCE OF 12.89 FEET TO THE SOUTH LINE OF SAID LOT 10; THENCE N88°39'25"W ON SAID SOUTH LINE, A DISTANCE OF 10.00 FEET; THENCE S00°03'12"W ON THE EAST LINE OF SAID LOTS 10 AND 11, A DISTANCE OF 12.11 FEET TO THE POINT OF BEGINNING, CONTAINING 1270 SQUARE FEET, MORE OR LESS.

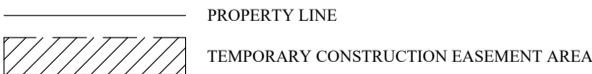
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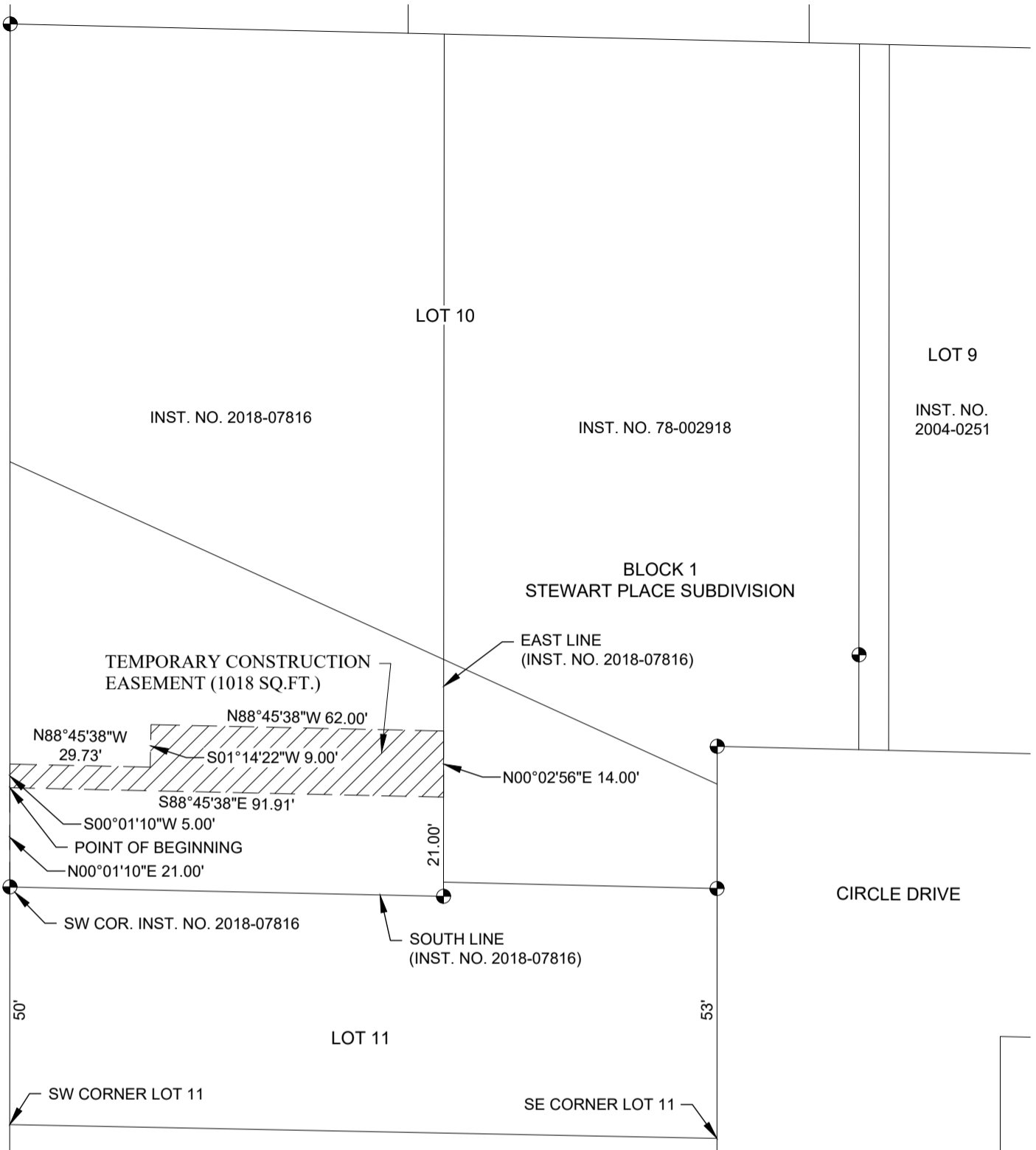
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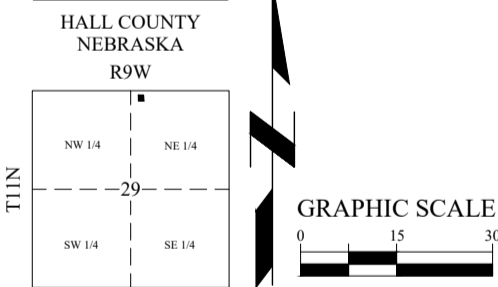


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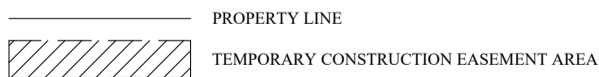
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City of Grand Island

Tuesday, September 27, 2022

Council Session

Item G-7

#2022-264 - Consideration of Approving Request from St. Mary's Cathedral for Permission to Use City Streets and State Highway for the 2022 Eucharistic Procession

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: September 27, 2022

Subject: Consideration of Approving Request from St. Mary's Cathedral for Permission to Use City Streets and State Highway for the 2022 Eucharistic Procession

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

Background

St. Mary's Cathedral has submitted a request to use both City streets and State highway for the Eucharistic Procession, which is scheduled to take place on Sunday, October 16, 2022 from approximately 3:00pm to 4:00pm. St. Mary's Cathedral is seeking Council approval and notice to the Nebraska Department of Transportation for the route of such event.

Discussion

The Eucharistic Procession will require the use of City streets, as well as crossing US Highway 30 (1st Street). Please see the attached map for the route.

State Statute 39-1359 requires the City Council to approve the route and for the City to then inform the Nebraska Department of Transportation that the route has approval if it closes or blocks any part of a State highway. This is a requirement for any race, parade or march that would create some closure of the highway. This action then makes the City responsible for the liability of using a State highway for the event.

St. Mary's Cathedral did submit the City's Public Event Application, which has been reviewed by the appropriate departments with no comments or issues noted for denial of such request.

Alternatives

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

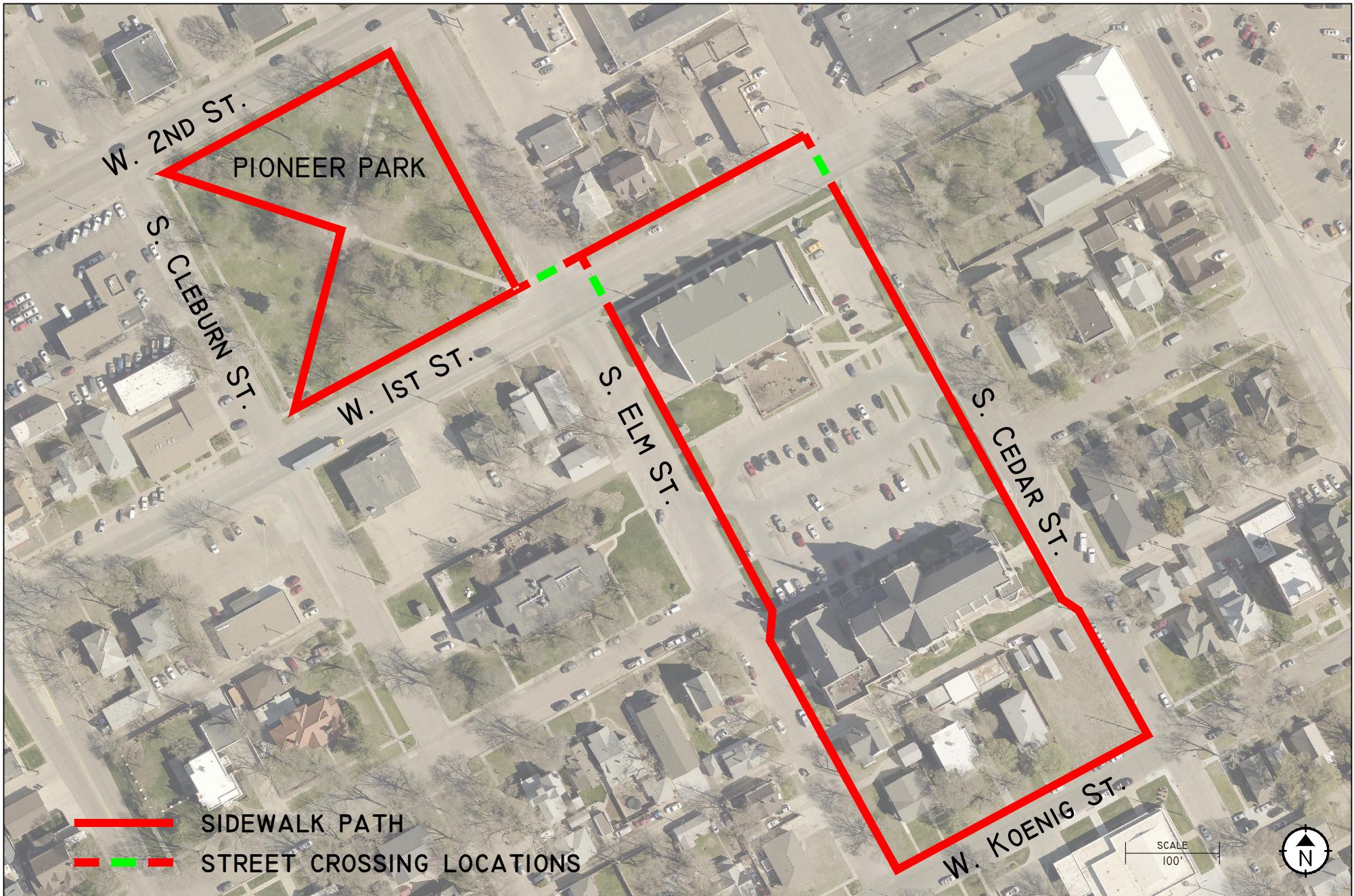
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve St. Mary's Cathedral's route for the 2022 Eucharistic Procession and direct that the Nebraska Department of Transportation be notified of this action.

Sample Motion

Move to approve the resolution.



RESPECT LIFE PROCESSIONAL ROUTE

RESOLUTION 2022-264

WHEREAS, St. Mary's Cathedral has made application with the City of Grand Island to use City streets and State highway for the Eucharist Procession; and

WHEREAS, St. Mary's Cathedral has worked with the City in planning the procession route; and

WHEREAS, specific wording is required by the Nebraska Department of Transportation (NDOT) pursuant to Neb. Rev. Stat §39-1359, and

WHEREAS, the City accepts the duties set out in neb. Rev. Stat. §39-1359, and that if a claim is made against the State, the City shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event, more specifically defined as the Eucharistic Procession to be held on October 16, 2022; and

WHEREAS, the route for the special event necessitates the usage of US Highway 30; crossing at Elm Street and Cedar Street, Grand Island, Nebraska; and

WHEREAS, the special event will be held on October 16, 2022, with the control of US Highway 30 at the intersection of Elm Street and Cedar Street being assumed by the City at 3:00 pm on October 16, 2022 and ending at 4:00 pm on October 16, 2022, at which time control of US Highway 30 at the intersection of Elm Street and Cedar Street, shall revert to the State.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Notice of Use of City Streets and State Highways to accommodate the Eucharist Procession to be held on October 16, 2022 is hereby approved.

BE IT FURTHER RESOLVED, that the Nebraska Department of Transportation shall be notified of the approved route and this Notice.

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 23, 2022	☐ City Attorney



City of Grand Island

Tuesday, September 27, 2022

Council Session

Item G-8

#2022-265 - Approving Certificate of Final Completion for St. James Downtown Parking Lot Improvements; Project No. 2021-PL-1

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director
Meeting: September 27, 2022
Subject: Approving Certificate of Final Completion for St. James Downtown Parking Lot Improvements; Project No. 2021-PL-1
Presenter(s): Keith Kurz PE, Interim Public Works Director

Background

Morten Construction, LLC of Kearney, Nebraska was awarded a \$121,654.80 contract for the St. James Downtown Parking Lot Improvements; Project No. 2021-PL-1 on March 8, 2022 via Resolution No. 2022-57.

Work commenced on July 17, 2022 and was completed August 17, 2022.

Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. Construction was completed with an overrun of \$1,560.49, for a total construction cost of \$123,215.29. Additional project costs are shown below.

ADDITIONAL COSTS

The Grand Island Independent	Advertising	\$ 131.59
Olsson Associates	Construction Observation	\$ 1,273.00
City of Grand Island Public Works	Engineering Services	\$ 18,761.49

Additional Costs = \$20,166.08

Project Grand Total= \$143,381.37

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 Certificate of Final Completion for St. James Downtown Parking Lot Improvements; Project No. 2021-PL-1.

Sample Motion

Move to approve the Certificate of Final Completion.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

St. James Downtown Parking Lot Improvements; Project No. 2021-PL-1
 CITY OF GRAND ISLAND, NEBRASKA
 September 27, 2022

TO THE MEMBERS OF THE COUNCIL
 CITY OF GRAND ISLAND
 GRAND ISLAND, NEBRASKA

This is to certify that St. James Downtown Parking Lot Improvements; Project No. 2021-PL-1 has been fully completed by Morten Construction, LLC of Kearney, Nebraska under the contract dated March 21, 2022. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
Base Bid- St. James Downtown Parking Lot Improvements; Project No.					
1	Mobilization	1.00	LS	\$ 3,500.00	\$ 3,500.00
2	Temporary Traffic Control	1.00	LS	\$ 300.00	\$ 300.00
3	Saw Cut Pavement	301.73	LF	\$ 1.00	\$ 301.73
4	Remove Pavement	2,142.95	SY	\$ 9.00	\$ 19,286.55
5	Remove Concrete Planters	5.00	EA	\$ 50.00	\$ 250.00
6	Remove Bollards	0.00	EA	\$ 100.00	\$ -
7	Remove & Reset Sign/Post	2.00	EA	\$ 100.00	\$ 200.00
8	Remove & Reset Parking Curbs	33.00	EA	\$ 40.00	\$ 1,320.00
9	Subgrade Preparation	2,154.35	SY	\$ 1.00	\$ 2,154.35
10	Earthwork	1.00	LS	\$ 2,000.00	\$ 2,000.00
11	Removal and Replace Unsuitable Material	0.00	LS	\$ 5.50	\$ -
12	Construct Bollards	0.00	EA	\$ 150.00	\$ -
13	Construct Concrete Planter Per Detail	4.00	EA	\$ 1,500.00	\$ 6,000.00
14	Construct 6" Concrete Pavement	2,143.35	SY	\$ 39.60	\$ 84,876.66
15	Permanent Pavement Marking- 4" Yellow	1,413.00	LF	\$ 2.00	\$ 2,826.00
16	Permanent Accessible Parking Symbol	2.00	EA	\$ 100.00	\$ 200.00
Total Base Bid=					\$ 123,215.29

Additional Costs:

The Grand Island Independent	Advertising	\$ 131.59
Olsson Associates	Construction Observation	\$ 1,273.00
City of Grand Island Public Works	Engineering Services	\$18,761.49

Additional Costs = \$ 20,166.08

Grand Total =	\$143,381.37
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I hereby recommend that the Engineer's Certificate of Final Completion for St. James Downtown Parking Lot Improvements; Project No. 2021-PL-1 be approved.

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

 Roger G. Steele- Mayor

RESOLUTION 2022-265

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for St. James Downtown Parking Lot Improvements; Project No. 2021-PL-1 certifying that Morten Construction, LLC of Kearney, Nebraska, under contract, has completed such project for the total construction amount of \$123,215.29; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, additional project costs equate to \$20,166.08, as shown

ADDITIONAL COSTS

The Grand Island Independent	Advertising	\$ 131.59
Olsson Associates	Construction Observation	\$ 1,273.00
City of Grand Island Public Works	Engineering Services	\$ 18,761.49

Additional Costs= \$20,166.08

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director, and

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

1. The Certificate of Final Completion for St. James Downtown Parking Lot Improvements; Project No. 2021-PL-1, in the total amount of \$143,381.37 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
September 23, 2022	☒ City Attorney



City of Grand Island

Tuesday, September 27, 2022

Council Session

Item G-9

#2022-266 - Approving Amendment No. 2 to Engineering Consulting Agreement for North Road- US Highway 30 to Old Potash Highway Roadway Improvements; Project No. 2019-P-12

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: September 27, 2022

Subject: Approving Amendment No. 2 to Engineering Consulting Agreement for North Road- US Highway 30 to Old Potash Highway Roadway Improvements; Project No. 2019-P-12

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

Background

The North Road- US Highway 30 to Old Potash Highway Roadway Improvements; Project No. 2019-P-12 is for the improvement of North Road from just north of the intersection with US Highway 30 and the intersection with Old Potash Highway. The Engineering Division of the Public Works Department is proposing a concrete curb and gutter roadway section with associated sidewalk, traffic control, drainage and all other related improvements needed to complete the project.

On October 22, 2019, via Resolution No. 2019-320, City Council approved an Engineering Services Agreement with Alfred Benesch & Company of Lincoln, Nebraska in the amount of \$76,944.00 for North Road- US Highway 30 to Old Potash Highway Roadway Improvements; Project No. 2019-P-12.

On June 9, 2020, via Resolution No. 2020-137, City Council approved Amendment No. 1 to the original agreement with Alfred Benesch & Company in the amount of \$116,324.00, resulting in a revised agreement amount of \$193,268.00. Amendment No. 1 allowed for final design, right-of-way and easement acquisitions, utility coordination, and the bidding phase of North Road- US Highway 30 to Old Potash Highway Roadway Improvements; Project No. 2019-P-12.

Discussion

With final design complete it is now time to move forward with the bidding phase and construction observation services for North Road- US Highway 30 to Old Potash Highway Roadway Improvements; Project No. 2019-P-12 it is necessary to amend the original agreement with Alfred Benesch & Company. An amendment to the original agreement with Alfred Benesch & Company is required, in the amount of \$226,521.00,

resulting in a revised agreement amount of \$419,789.00. This amendment will allow for engineering construction services.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Amendment No. 2 to the original agreement with Alfred Benesch & Company of Lincoln, Nebraska, in the amount of \$226,521.00.

Sample Motion

Move to approve the resolution.

RESOLUTION 2022-266

WHEREAS, on October 22, 2019, via Resolution No. 2019-320, City Council approved an Engineering Services Agreement with Alfred Benesch & Company of Lincoln, Nebraska in the amount of \$76,944.00 for North Road- US Highway 30 to Old Potash Highway Roadway Improvements; Project No. 2019-P-12; and

WHEREAS, on June 9, 2020, via Resolution No. 2020-137, City Council approved Amendment No. 1 to the original agreement in the amount of \$116,324.00, resulting in a revised agreement amount of \$193,268.00; and

WHEREAS, the original agreement is now being amended further to include construction observation services for North Road- US Highway 30 to Old Potash Highway Roadway Improvements; Project No. 2019-P-12; and

WHEREAS, such amendment is in the amount of \$226,521.00, for a revised total agreement amount of \$419,789.00; and

WHEREAS, Amendment No. 2 to the original agreement with Alfred Benesch & Company of Lincoln, Nebraska is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 2 with Alfred Benesch & Company of Lincoln, Nebraska for North Road- US Highway 30 to Old Potash Highway Roadway Improvements; Project No. 2019-P-12 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 23, 2022	☐ City Attorney



City of Grand Island

Tuesday, September 27, 2022

Council Session

Item G-10

#2022-267 - Approving Resolution Directing Property Owner to Repair Sidewalk at 3108 Dixie Square

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: September 27, 2022

Subject: Resolution Directing Property Owner to Repair Sidewalk at 3108 Dixie Square

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

Background

Public Works Engineering and Code Enforcement have been working effectively through sidewalk complaints received from citizens in the community. The process set in place has been once a complaint is received by either office an Engineering Technician from the Public Works Department performs a site inspection, marking any areas of the public sidewalk that do not meet the Americans with Disability Act (ADA) requirements. Code Enforcement then attempts to work with the property owner to take the necessary action.

Section 32-58 of the City Code and Section 16-662 R.S. Nebraska Statues, make the property owner responsible for repairing sidewalks adjacent to their property.

Discussion

An Engineering Technician evaluated the condition of the public sidewalk at the following location and deemed it to be out of compliance with the Americans with Disabilities Act (ADA).

- 3108 Dixie Square (Lot 10, Colonial Estates Ninth Subdivision, City of Grand Island, Hall County, Nebraska)

Both Code Enforcement and Public Works Engineering staff have tried to reach a resolution with the property owner to make the necessary repairs, to no avail. A summary sheet for property contact is attached for reference.

On September 14, 2022 a letter was sent to the affected property owner notifying them the matter would be presented to City Council on September 27, 2022 to prevent accident or injury to citizens using the public sidewalk.

The Public Works Department is requesting that a resolution be passed giving the property owner of the identified address 15 days to obtain the sidewalk permit and 15

days from issuance of such permit to complete the repairs of the public sidewalk, as this is a public safety concern.

If the property owner fails to either obtain the sidewalk permit in the 15 day timeframe or complete the necessary repairs 15 days after such permit is issued, the City of Grand Island will take steps to make the necessary repairs with all costs being the responsibility of the property owner.

Alternatives

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

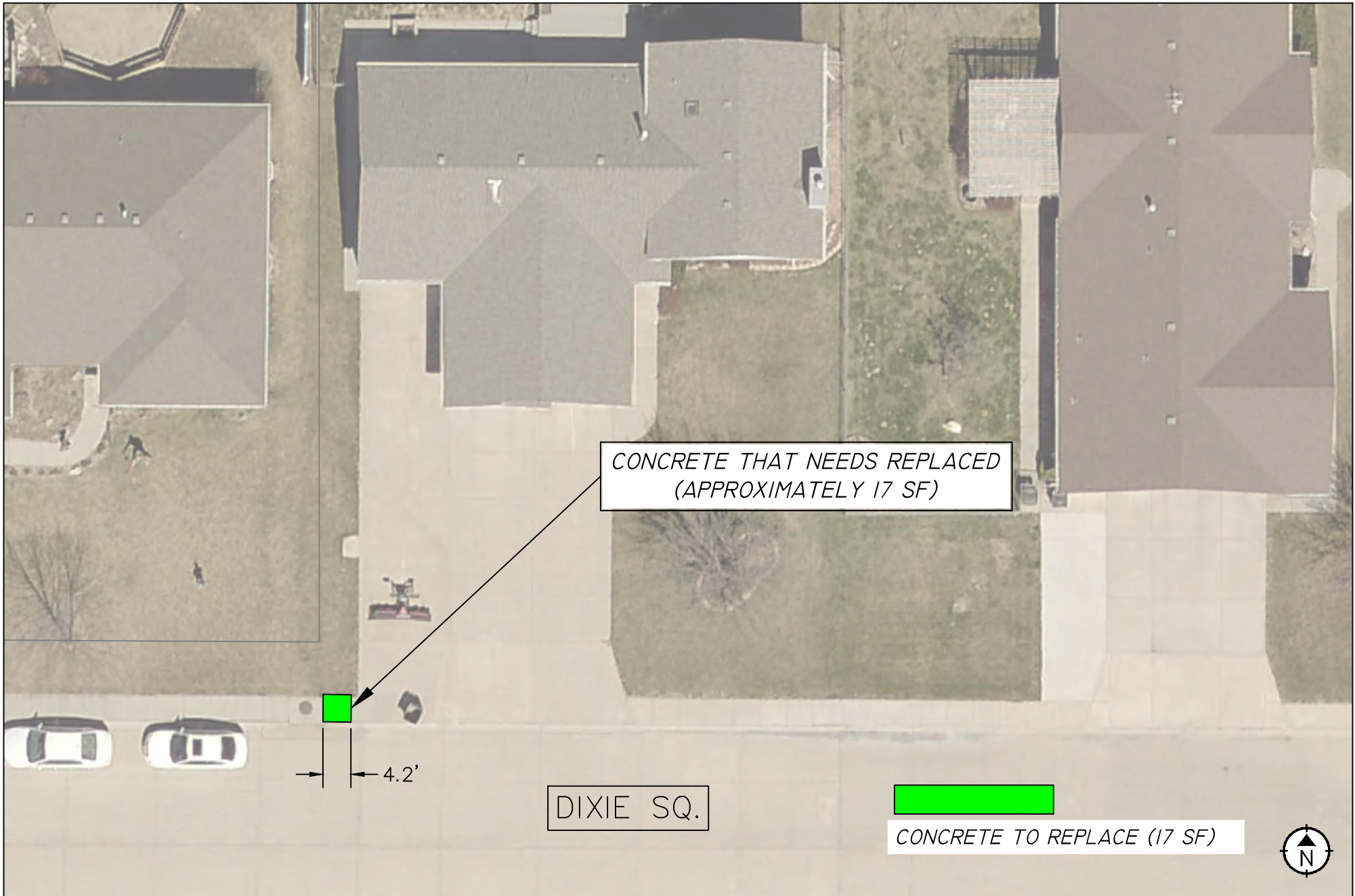
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve a resolution directing the identified property owner to obtain a permit and repair the sidewalk at the subject locations.

Sample Motion

Move to approve a resolution.



CONCRETE THAT NEEDS REPLACED
(APPROXIMATELY 17 SF)

4.2'

DIXIE SQ.

CONCRETE TO REPLACE (17 SF)



CODE ENFORCEMENT - SIDEWALK



3108 Dixie Square

- 2022/6/17- Complaint of sidewalk condition received via Government Outreach
- 2022/6/21- Public Works Engineering Technician verified sidewalk repairs needed
- 2022/6/22- Code Enforcement officer attempted contact, none made. Issued a 30 day yellow notice asking that the section of sidewalk marked by the Public Works Engineering Technician be replaced/repared and that a letter would be forthcoming.
- 2022/6/23- a 30 day sidewalk letter was sent concerning violation of City Code 22-58, with Sidewalk Cost Share Program information included
- 2022/7/22- Code Enforcement officer rechecked- no action taken. Case will stay open as other properties in the area have taken action through the Sidewalk Cost Share Program.
- 2022/8/12- Code Enforcement officer rechecked- no action taken.
- 2022/8/23- Code Enforcement officer rechecked- no action taken. Case forwarded to Public Works Administration for Council action.

RESOLUTION 2022-267

WHEREAS, the City has the authority under Neb. Rev. Stat., §16-662 and Section 32-58 of the City Code, to direct the repair and replacement of sidewalks by owner of the abutting property; and

WHEREAS, the sidewalk abutting 3108 Dixie Square (Lot 10, Colonial Estates Ninth Subdivision, City of Grand Island, Hall County, Nebraska) has been determined to be in need of repair and replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that notice be sent to the property owner to obtain a sidewalk permit within 15 days and within 15 days of such permit issuance to make the necessary repairs to the sidewalk abutting the property previously listed. If the property owner fails to either obtain the sidewalk permit in the 15 day timeframe or complete the necessary repairs within 15 days of such permit issuance, the City will cause the work to be done and assess the cost against the property.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 23, 2022	☐ City Attorney



City of Grand Island

Tuesday, September 27, 2022

Council Session

Item G-11

#2022-268 - Approving Change Order No. 2 for Moores Creek Storm Sewer Improvements; Project No. 2021-D-2(B)

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: September 27, 2022

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

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

Background

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

On July 26, 2022 City Council approved Change Order No. 1, via Resolution 2022-185, to allow for a time extension from June 1, 2022 to September 30, 2022 for project completion.

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

Discussion

As work on the Moores Creek Storm Sewer Improvements; Project No. 2021-D-2(B) continues Change Order No. 2 is necessary to allow for additional culvert work based on drainage modifications made to the adjacent subdivision. The seeding effort has also been delayed due to runoff from adjacent farm field irrigation operations. This added work will also require a time extension from September 30, 2022 to November 30, 2022 to complete this project. Change Order No. 2 is in the amount of \$7,094.15, resulting in a revised contract amount of \$153,514.50.

Alternatives

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

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 2 for the Moores Creek Storm Sewer Improvements; Project No. 2021-D-2(B).

Sample Motion

Move to approve the resolution.



CHANGE ORDER NO. 2

PROJECT: Moores Creek Storm Sewer Improvements; Project No. 2021-D-2(B)

CONTRACTOR: Mid Nebraska Land Developers, LLC

AMOUNT OF CONTRACT: \$146,420.35

CONTRACT DATE: April 27, 2022

Additional culvert work based on drainage modifications made to the adjacent subdivision. The seeding effort has also been delayed due to runoff from adjacent farm field operators.

Item No.	Description	Quantity	Unit	Unit Price	Total Price
CO2-1	Install 18" RCP (provided by adjacent developer)	24.00		\$ 16.50	\$ 396.00
CO2-2	Install 18" Flared End Section (provided by adjacent developer)	1.00		\$ 175.00	\$ 175.00
CO2-3	Install 18" Flared End Section	1.00		\$ 1,031.65	\$ 1,031.65
CO2-4	Concrete Outfall	1.00		\$ 2,280.50	\$ 2,280.50
CO2-5	Install Silt Fence	90.00		\$ 8.40	\$ 756.00
CO2-6	Inlet Protection Waddles	2.00		\$ 52.50	\$ 105.00
CO2-7	Dirt Work	1.00		\$ 1,350.00	\$ 1,350.00
CO2-8	Mobilization	1.00		\$ 1,000.00	\$ 1,000.00

Change Order No. 2= \$7,094.15

Contract Price Prior to this Change Order -----	\$146,420.35
Net Increase Resulting from Change Order No. 1 -----	\$ 0.00
Net Increase Resulting from Change Order No. 2 -----	\$ 7,094.15
Revised Contract Price Including this Change Order -----	\$153,514.50

Notice to Proceed Date -----	April 27, 2022
Original Completion Date -----	June 1, 2022
Change Order No. 1 Revised Completion Date -----	September 30, 2022
Change Order No. 2 Revised Completion Date -----	November 30, 2022

The Above Change Order Accepted:

Mid Nebraska Land Developers, LLC

By _____ Date _____

Approval Recommended:

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

Approved for the City of Grand Island, Nebraska

By _____ Date _____
Mayor

Attest _____
City Clerk

RESOLUTION 2022-268

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

WHEREAS, on July 26, 2022 City Council approved Change Order No. 1, via Resolution No. 2022-185, to allow for a time extension from June 1, 2022 to September 30, 2022 for project completion; and

WHEREAS, Change Order No. 2, in the amount of \$7,094.15, is necessary to allow for additional culvert work based on drainage modifications made to the adjacent subdivision, resulting in a revised contract amount of \$153,514.50; and

WHEREAS, an extension from September 30, 2022 to November 30, 2022 is also necessary in order to complete the project, as the seeding effort has been delayed due to runoff from adjacent farm field irrigation operations; and

WEREAS, the Public Works Department supports such contract extension.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
September 23, 2022 ✕ City Attorney



City of Grand Island

Tuesday, September 27, 2022

Council Session

Item G-12

#2022-269 - Approving Change Order No. 2 for Capital Avenue-Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: September 27, 2022

Subject: Approving Change Order No. 2 for Capital Avenue-Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1

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

Background

Elsbury Construction, LLC of Grand Island, Nebraska was awarded a \$1,449,756.86 contract on October 12, 2021, via Resolution No. 2021-271, for the Capital Avenue-Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1.

On April 12, 2022 City Council approved Change Order No. 1, via Resolution No. 2022-98, to address water main conflicts within the project. Change Order No. 1 was in the amount of \$66,374.33.

Discussion

Due to dry conditions the seeding and sodding of the Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1 is being moved to later this fall. The original completion date was set at October 1, 2022, with a request now to extend to November 30, 2022. There will not be any contract modifications to the amount of this project due to the time extension.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 2 for the Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1 with Elsbury Construction, LLC of Grand Island, Nebraska.

Sample Motion

Move to approve the resolution.



CHANGE ORDER NO. 2

PROJECT: Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements;
Project No. 2020-P-1
CONTRACTOR: Elsbury Construction, LLC
AMOUNT OF CONTRACT: \$1,449,756.86
CONTRACT DATE: October 25, 2021

Contract Price Prior to this Change Order..... \$1,449,756.86
Net Increase Resulting from Change Order No. 1..... \$ 66,374.33
Revised Contract Price Including this Change Order..... \$1,516,131.19

Notice to Proceed Date October 25, 2021
Original Completion Date October 1, 2022
Change Order No. 2 Revised Completion Date November 30, 2022

The Above Change Order Accepted:

Elsbury Construction, LLC

By _____ Date _____

Approval Recommended:

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

Approved for the City of Grand Island, Nebraska

By _____ Date _____
Mayor

Attest _____
City Clerk

RESOLUTION 2022-269

WHEREAS, on October 12, 2021, via Resolution No.2021-271, the City of Grand Island awarded Elsbury Construction, LLC of Grand Island, Nebraska the bid in the amount of \$1,449,756.86 for Capital Avenue- Moores Creek Drainway to North Road Roadway Improvements; Project No. 2020-P-1; and

WHEREAS, on April 12, 2022 City Council approved Change Order No. 1 in the amount of \$66,374.33, via Resolution No. 2022-98, to address water main conflicts within the project; and

WHEREAS, due to dry conditions the seeding and sodding of this project is being moved to later this fall; and

WHEREAS, such modifications have been incorporated into Change Order No. 2 with the original complete date of October 1, 2022 moved to November 30, 2022; and

WHEREAS, there will not be any contract modifications to the amount of this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 2, at no cost, between the City of Grand Island and Elsbury Construction, LLC of Grand Island, Nebraska to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 23, 2022	☐ City Attorney



City of Grand Island

Tuesday, September 27, 2022

Council Session

Item G-13

#2022-270 - Approving Change Order No. 2 for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: September 27, 2022

Subject: Approving Change Order No. 2 for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1

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

Background

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

On July 26, 2022, City Council approved Change Order No. 1, via Resolution No 2022-190, in the amount of \$74,953.36 to address the additional deterioration that occurred since the 2019 evaluation.

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

Discussion

Due to delays associated with delivery of street light poles and mast arms for lighting of the Eddy Street Underpass Rehabilitation; Project No. 2019-U-1 a time extension has been requested by The Diamond Engineering Company. Original completion date was set at October 14, 2022, with the request to extend this to March 31, 2023. There will not be any contract amount modification with this change order.

The Eddy Street Underpass will be fully opened and operational including sidewalk by September 28, 2022. The lighting work will be performed under partial lane closures so full closure of the roadway is not anticipated in 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 Change Order No. 2 with The Diamond Engineering Company of Grand Island, Nebraska for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1.

Sample Motion

Move to approve the resolution.



CHANGE ORDER NO. 2

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

CONTRACTOR: The Diamond Engineering Company

AMOUNT OF CONTRACT: \$1,341,464.90

CONTRACT DATE: October 27, 2021

Contract Price Prior to this Change Order-----	\$1,341,464.90
Net Increase Resulting from Change Order No. 1-----	\$ 74,953.36
Revised Contract Price Including Change Order No. 1 -----	\$1,416,418.26

Notice to Proceed Date -----	October 27, 2021
Original Completion Date -----	October 14, 2022
Change Order No. 2 Revised Completion Date -----	March 31, 2023

The Above Change Order Accepted:

The Diamond Engineering Company

By _____ **Date** _____

Approval Recommended:

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

Approved for the City of Grand Island, Nebraska

By _____ **Date** _____
Mayor

Attest _____
City Clerk

RESOLUTION 2022-270

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

WHEREAS, on July 26, 2022, via Resolution No. 2022-190 City Council approved Change Order No. 1, in the amount of \$74,953.36, to address the additional deterioration that occurred since the 2019 evaluation; and

WHEREAS, due to delays associated with delivery of street light poles and mast arms for lighting a time extension has been requested from the original completion date of October 14, 2022 to March 31, 2023; and

WHEREAS, there is no contract amount modification with this change order.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 2 between the City of Grand Island and The Diamond Engineering Company of Grand Island, Nebraska for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1.

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 23, 2022	☐ City Attorney



City of Grand Island

Tuesday, September 27, 2022

Council Session

Item G-14

#2022-271 - Approving Change Order No. 1 for Asphalt Resurfacing Project No. 2022-AC-1

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: September 27, 2022

Subject: Approving Change Order No. 1 for Asphalt Resurfacing Project No. 2022-AC-1

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

Background

Gary Smith Construction Co., Inc. of Grand Island, Nebraska was awarded an \$852,351.23 contract on April 12, 2022, via Resolution No. 2022-96, for Asphalt Resurfacing Project No. 2022-AC-1.

This year's work involves asphalt resurfacing on the following City streets.

Section #3– Old Potash Highway; Engleman Road to North Road

Section #4– Stolley Park Road; South Locust Street to Stuhr Road

Section #5- Stuhr Road; Stolley Park Road to Bismark Road

Section #6- Stuhr Road; BNSF Railroad to 1070' South of US Highway 30

Section #7- Wheeler Avenue; 18th Street to Capital Avenue

Bid Section No. 1 (Capital Avenue; Engleman Road to North Road) and No. 2 (13th Street; Engleman Road to North Road) were removed from this year's work due to available budget.

Discussion

Due to unforeseen equipment failures Gary Smith Construction Co., Inc. is requesting a time extension to complete the Asphalt Resurfacing Project No. 2022-AC-1, from the original date of September 9, 2022 to October 31, 2022.

There will not be any contract amount modification with this change order.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve extending the completion date to October 31, 2022, as noted in Change Order No. 1.

Sample Motion

Move to approve the resolution.



CHANGE ORDER NO. 1

PROJECT: Asphalt Resurfacing Project No. 2022-AC-1

CONTRACTOR: Gary Smith Construction Co., Inc.

AMOUNT OF CONTRACT: \$852,351.23

CONTRACT DATE: April 20, 2022

Notice to Proceed Date ----- April 21, 2022

Original Completion Date ----- September 9, 2022

Revised Completion Date ----- October 31, 2022

The Above Change Order Accepted:

Gary Smith Construction Co., Inc.

By _____ **Date** _____

Approval Recommended:

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

Approved for the City of Grand Island, Nebraska

By _____ **Date** _____
Mayor

Attest _____
City Clerk

RESOLUTION 2022-271

WHEREAS, on April 12, 2022, via Resolution 2022-96, the City of Grand Island awarded Gary Smith Construction Co., Inc. of Grand Island, Nebraska the bid in the amount of \$852,351.23 for Asphalt Resurfacing Project No. 2022-AC-1; and

WHEREAS, the completion of such project has been delayed due to unforeseen equipment failures; and

WHEREAS, Gary Smith Construction Co., Inc. has requested an extension from September 9, 2022 to October 31, 2022 in order to complete the project; and

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

WEREAS, the Public Works Department supports such contract extension.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Gary Smith Construction Co., Inc. of Grand Island, Nebraska to provide the requested time extension for Asphalt Resurfacing Project No. 2022-AC-1.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 23, 2022	☐ City Attorney



City of Grand Island

Tuesday, September 27, 2022

Council Session

Item G-15

#2022-272 - Approving Change Order #1 Gas Turbine 2 Hot Gas Path Inspection

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: September 27, 2022

Subject: Change Order #1 - Gas Turbine 2 Hot Gas Path Inspection

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

Background

Gas turbines operate under high temperatures and must have the components inspected and repaired based on the number of run hours and starts. The Burdick #2 Gas Turbine known as GT2 has met the requirements for a Hot Gas Path Inspection where the fuel is combusted and hot gases convert the burning fuel to rotational energy to produce power. GT2 must be disassembled and inspected for damages that may have occurred from normal operation. The GT2 Hot Gas Path Inspection is currently scheduled for May 23, 2022, through September 3, 2022, during which time inspection and maintenance on the turbine will be performed. The purpose of a hot gas path inspection is to prevent a machine failure and increase machine reliability by repairing those parts exposed to high temperature gases discharged during the combustion process.

The specification was issued for bid and the contract was awarded by Council to General Electric International, Inc. of Atlanta, Georgia, in the amount of \$1,024,021.25 per Resolution 2022-82.

Discussion

The bids are for the disassembly and reassembly of the unit. It is the Utility Engineering staff's experience that additional work and repairs will be required during this project which can only be identified at the time of inspection. Due to market conditions and volatility in the electric grid, the project will not be completed in 2022 as per the specification. General Electric International, Inc. has agreed to a fixed pricing increase of 4% for all work completed on or prior to December 31, 2023. This addition to the work scope will result in an additional \$40,960.85 for a final contract cost of \$1,064,982.10.

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 authorizing Change Order #1 with General Electric International, Inc. of Atlanta, Georgia for the Gas Turbine 2 Hot Gas Path Inspection for the addition of \$40,960.85 to the contract price, for a total contract price of \$1,064,982.10.

Sample Motion

Move to approve Change Order #1 from General Electric International, LLC in the amount of \$40,960.85 for the Gas Turbine 2 Hot Gas Path Inspection.



Platte Generating Station
1035 W. Wildwood Drive
Grand Island, NE 68801
308/385-5468

Working Together for a
Better Tomorrow. Today.

TO: General Electric International, Inc.
4200 Wildwood Way
Atlanta, GA 30339
Louis Toenjes louis1.toenjes@ge.com

PROJECT: Gas Turbine 2 Hot Gas Path Inspection at Burdick Generating Station
CHANGE ORDER 1

You are hereby directed to make the following change in your contract:

1 Additional payment per the attached spreadsheet.

ADD: \$40,960.85

The original Contract Sum	<u> \$1,024,021.25</u>
Previous Change Order Amounts	<u> \$ -</u>
The Contract Sum is increased by this Change Order	<u> \$ 40,960.85</u>
The Contract Sum is decreased by this Change Order	<u> \$ </u>
The total modified Contract Sum to date	<u> \$ 1,064,982.10</u>

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described therein.

APPROVED: CITY OF GRAND ISLAND

By: _____

Date _____

Attest: _____

Approved as to Form, City Attorney

ACCEPTED: General Electric International, Inc.

By: *Louis Toenjes*

Date September 21, 2022

Gas Turbine 2 Hot Gas Path Inspection at Burdick Generating Station

Comments: Due to market conditions and volatility in the electric grid, the project will not be completed in 2022 as per the specification. General Electric International, Inc. has agreed to a 4% fixed pricing increase for all work completed on or prior to December 31, 2023.

Contract: \$1,024,021.25

<u>Change Order Request</u>	<u>Description</u>	<u>Amount</u>
001	Mobilization/Disassembly/Inspection/Demobilization (4%)	\$ 7,269.60
002	Mobilization/Reassembly/Startup/Demobilition/Documents (4%)	\$ 10,904.40
003	Consumable Parts/Capital Components Repair (4%)	\$ 22,786.85
004		
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	Total	\$ 40,960.85

RESOLUTION 2022-272

WHEREAS, at the April 12, 2022, Council meeting, General Electric International, Inc., was awarded the contract for the Gas Turbine 2 Hot Gas Path Inspection; and

WHEREAS, the market conditions and the volatility in the electric grid are such that the project will not be completed in 2022 as per the specification; and

WHEREAS, General Electric International, Inc. has agreed to a fixed pricing increase of 4% for all work completed on or prior to December 31, 2023; and

WHEREAS, the original contracted amount was for \$1,024,021.25, and the total change to the contract amount was \$40,960.85, resulting in a final contract cost of \$1,064,982.10.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 with General Electric International, Inc., in the amount of \$40,960.85, is approved, and the Mayor is hereby authorized to sign the Change Order on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 23, 2022	☐ City Attorney



City of Grand Island

Tuesday, September 27, 2022

Council Session

Item G-16

**#2022-273 - Approving Certificate of Final Completion WMP
2022-W-1 - 18th Street Conflicts**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: September 27, 2022

Subject: Certificate of Final Completion for Main Project 2021-W-3 – Sycamore Street – 22nd Street to Capital Avenue

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main Project 2022-W-1 has been completed by The Diamond Engineering Co. of Grand Island, Nebraska. This water main project installed approximately 120 linear feet of 6” diameter ductile iron water main for water main lowerings in the 18th Street/Park Avenue, 18th Street/Grand Island Avenue and 18th Street/Huston Avenue intersections. The project resolved previously unknown storm sewer and water main conflicts within the three intersections.

Discussion

The project has been completed in accordance with the terms and conditions of the contract documents and plans. The final contract amount for the work was \$167,602.45.

Alternatives

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

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

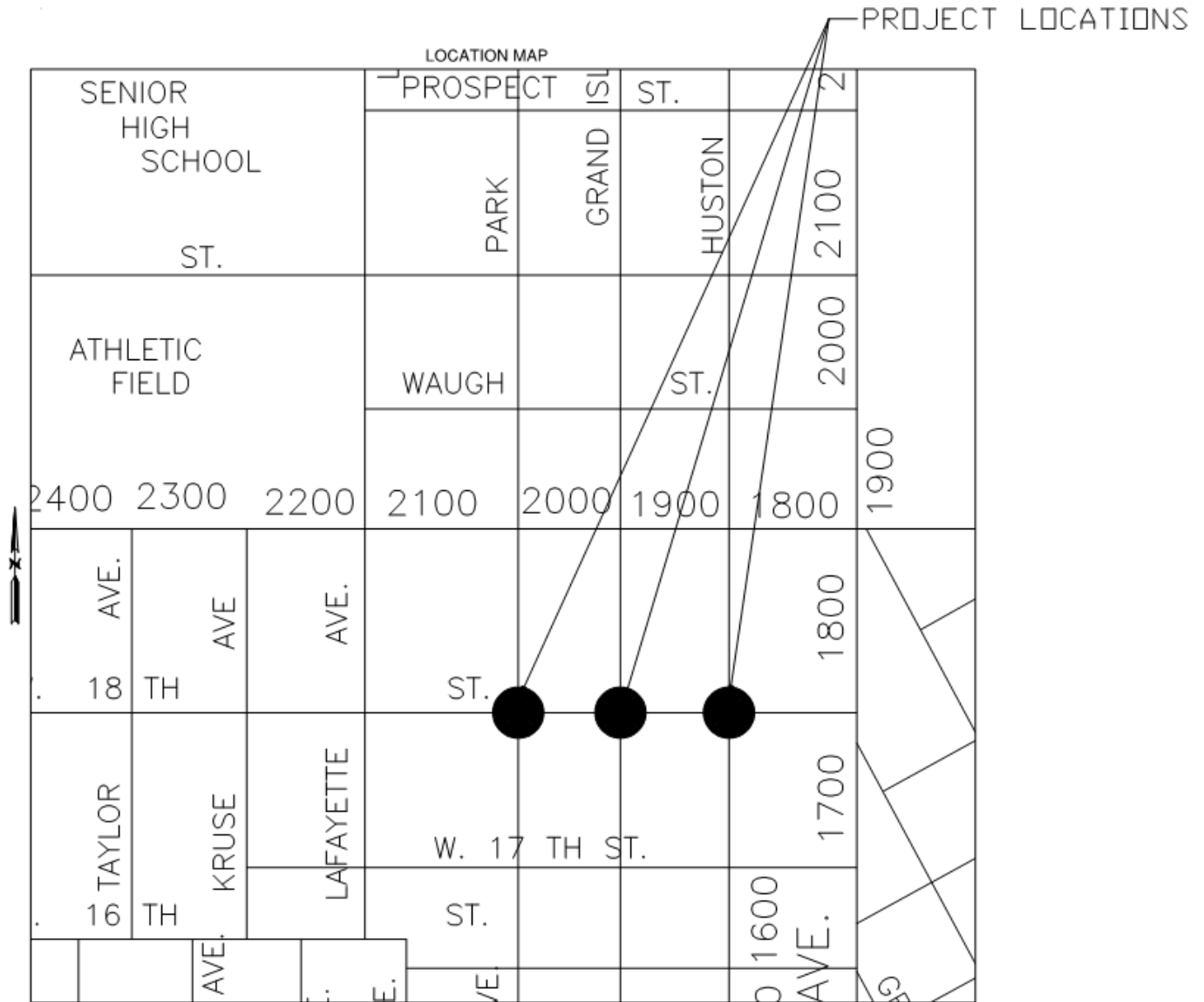
Recommendation

It is recommended that the Certificate of Final Completion for Water Main Project 2022-W-1, 18th Street Conflicts be presented for approval at the September 27, 2022 Council meeting.

Sample Motion

Move to approve the Certificate of Final Completion for Water Main Project 2022-W-1, 18th Street Conflicts.

WATER MAIN PROJECT 2022-W-1



ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Water Main Project 2022-W-1

Water Main Project 2022-W-1 was installed under a contract issued to The Diamond Engineering, Co. of Grand Island, NE. The project resolved storm sewer and water main conflicts in the 18th Street/Park Avenue, 18th Street/Grand Island Avenue and 18th Street/Huston Avenue intersections. The work has been fully completed in accordance with the terms and conditions of the contract and complies with the plans and specifications.



Jamie L. Royer, P.E. #E-17387

9/14/2022

Date

I hereby authorize Water Main Project 2022-W-1 to be incorporated into the City of Grand Island water system.



Tim Luchsinger, Utilities Director

9-15-22

Date

CERTIFICATE OF FINAL COMPLETION

Water Main Project 2022-W-1

September 19, 2022

Water Main Project 2022-W-1 was awarded to The Diamond Engineering Co. of Grand Island, Nebraska.

The work on this project, as certified to be fully completed by Tim Luchsinger, Utilities Director, is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provision on Section 16-650, R.R.S., 1943.

Respectfully submitted,



Keith Kurz, P.E. – Interim Public Works Director

WATER MAIN PROJECT 2022-W-1

_____, 2022

TO THE MEMBERS OF COUNCIL
CITY OF GRAND ISLAND
GRAND ISLAND, NEBRASKA

I hereby recommend that the Engineer’s Certificate of Final Completion for Water Main Project 2022-W-1 be approved.

Respectfully submitted,

Mayor

RESOLUTION 2022-273

WHEREAS, the Engineer and Public Works Director have issued a Certificate of Final Completion for Water Main Project 2022-W-1 within the intersections of 18th Street/Park Avenue, 18th Street/Grand Island Avenue and 18th Street/Huston Avenue in Grand Island, Nebraska, certifying that The Diamond Engineering Co. of Grand Island, NE has completed such project according to the terms, conditions, and stipulations of the contract, plans and specifications for such improvements; and

WHEREAS, the Public Works Director recommends the acceptance of the Engineer's Certificate of Final Completion; and

WHEREAS, the Mayor concurs with the recommendation of the Public Works Director's recommendation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Water Main Project 2022-W-1 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 23, 2022	☐ City Attorney



City of Grand Island

Tuesday, September 27, 2022

Council Session

Item G-17

#2022-274 - Approving Designating Revenue Bonds (Tabitha Grand Island Project), Series 2021B, as Qualified Tax-Exempt Obligations Under Section 265 of The Internal Revenue Code

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Administrator

Meeting: September 27, 2022

Subject: Designate Revenue Bonds (Tabitha Grand Island Project), Series 2021B, in an Aggregate Principal Amount Not To Exceed \$3,950,000 As Qualified Tax-Exempt Obligations Under Section 265 of The Internal Revenue Code.

Presenter(s): Jerry Janulewicz, City Administrator

Background

Tabitha Grand Island, Inc., a nonprofit corporation duly organized and validly existing under the laws of the State of Nebraska (the “Borrower”), requested the City of Grand Island (the “City”) to, and the City issued, its Revenue Bonds (Tabitha Grand Island Project), in an aggregate principal amount not to exceed \$13,950,000, (the “Bonds”) pursuant to Sections 13-1101 to 13-1110, inclusive, Reissue Revised Statutes of Nebraska, as amended on May 11, 2021, the Grand Island City Council adopted Resolution 2021-112 authorizing issuance of the Bonds, the proceeds of which, when advanced, will be loaned to the Borrower pursuant to a Loan Agreement among the City, Pinnacle Bank, as lender, and the Borrower, for the purpose of financing or reimbursing a portion of the costs of constructing and equipping a new senior living campus (expected to consist of 157 units providing a 200,000 square foot, full-continuum of senior housing and services) and associated site improvements in the City of Grand Island, Nebraska.

On May 11, 2021, bond counsel informed the City Council that Borrower would later seek the City’s consent to designate the Bonds as Qualified Tax Exempt Obligations under the Internal Revenue Code to the extent that the City had not issued Qualified Tax Exempt Obligations in 2021. Qualified Tax Exempt Obligations, also known as bank-qualified debt, carries lower interest costs, as this designation allows banks and other financial institutions to avoid certain adverse tax consequences that would otherwise be imposed on holders for carrying tax-exempt debt.

Discussion

The City has not designated nor does it anticipate designating any bonds issued or debt incurred in 2022 as Qualified Tax Exempt Obligations. The City may designate

\$3,950,000 of the \$13,950,000 Bond Issue as Qualified Tax Exempt Obligations without impeding or impairing any bond or other debt financing arrangement of the City. If not designated for this purpose, the City's 2022 tax exempt/bank qualified debt authority will be unused and will expire at the end of the calendar year.

Conclusion

City Administration recommends the City designate \$3,950,000 of the Tabitha Grand Island Project Bonds as the City's 2022 "qualified tax-exempt obligations" under Section 265(b)(3)(B)(i)(III) of the Internal Revenue Code of 1986, as amended.

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

Sample Motion

Move to approve the resolution.

**CITY OF GRAND ISLAND, IN THE STATE OF NEBRASKA
A RESOLUTION DELEGATING AND DESIGNATING THE ISSUER'S
REVENUE BONDS (TABITHA GRAND ISLAND PROJECT), SERIES
2021B, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED
\$3,950,000 AS ITS QUALIFIED TAX-EXEMPT OBLIGATIONS UNDER
SECTION 265 OF THE INTERNAL REVENUE CODE AND RELATED
MATTERS.**

WHEREAS, the City of Grand Island, Nebraska (the “**Issuer**”) is a city and political subdivision of the State of Nebraska (the “**State**”); and

WHEREAS, Tabitha Grand Island, Inc., a nonprofit corporation duly organized and validly existing under the laws of the State (the “**Borrower**”), requested the Issuer to, and the Issuer issued, its Revenue Bonds (Tabitha Grand Island Project), in an aggregate principal amount not to exceed \$13,950,000, (the “**Bonds**”) pursuant to Sections 13-1101 to 13-1110, inclusive, Reissue Revised Statutes of Nebraska, as amended, and a Resolution of the Issuer adopted May 11, 2021 (the “**Authorizing Resolution**”), the proceeds of which, when advanced, will be loaned to the Borrower pursuant to a Loan Agreement (the “**Loan Agreement**”) among the Issuer, Pinnacle Bank, as lender, (the “**Lender**”) and the Borrower, for the purpose of financing or reimbursing a portion of the costs of constructing and equipping a new senior living campus (expected to consist of 157 units providing a 200,000 square foot, full-continuum of senior housing and services) and associated site improvements in the City of Grand Island, Nebraska; and

WHEREAS, the Bonds were issued as taxable bonds and may be converted to tax-exempt, bank-qualified bonds pursuant to the provisions of the Loan Agreement; and

WHEREAS, on November 23, 2021, the City designated \$10,000,000 of the Bonds as its tax-exempt, bank qualified obligations, which were designated as its Series 2021A Bonds, and the City contemporaneously delivered a replacement certificate representing the balance of the Bonds as its \$3,950,000 Series 2021B Bonds (the “**2021 Bonds**”) and as of September 1, 2022, no amount has been drawn on the 2021 Bonds; and

WHEREAS, certain conversion documents will be prepared or updated in connection with the conversion of the 2021 Bonds from Taxable Bonds to Tax-Exempt Bonds (as such terms are defined in the Loan Agreement).

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

Section 1. Bank Qualification. The Issuer hereby designates \$3,950,000 of the Bonds constituting the 2021 Bonds as its qualified tax-exempt obligations” under Section 265(b)(3)(B)(i)(III) of the Internal Revenue Code of 1986, as amended (the “**Code**”). The Issuer further covenants and warrants that it does not reasonably anticipate issuance of tax-exempt obligations by it during calendar year 2022 in an amount in excess of \$10,000,000, including the 2021 Bonds and all other bonds issued by the Issuer, but excluding current refunding issues as provided in Section 265(b)(3) of the Code.

Conversion Resolution

S-1

Approved as to Form	□ _____
September 23, 2022	□ City Attorney

Section 2. Approval of Conversion Documents. The preparation of the proposed conversion documents is, in all respects, hereby approved, authorized, ratified, and confirmed, and the Mayor, City Administrator, City Clerk, or Finance Director of the Issuer (each, an “**Authorized Officer**”) are each separately and individually hereby authorized and directed to finalize, execute, acknowledge, and deliver the such documents, including counterparts thereof, in the name and on behalf of the Issuer. From and after the execution and delivery of the conversion documents by the Issuer, the officers, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents, certificates, and instruments as may be necessary to carry out and comply with the provisions of the conversion documents, including but not limited to any documentation related to the conversion of the tax status of interest on Bonds from taxable to tax-exempt. To avoid confusion, the Bonds converted pursuant to this Resolution shall be designated as the Series 2022A series of the Bonds upon conversion.

Section 3. Prior Resolutions. To the extent that the provisions of this Resolution conflict with provisions of prior resolutions, or parts thereof, the provisions of this Resolution shall control, to the extent of such conflicts.

Section 4. Captions. The captions or headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 5. Validity of Bonds. Each Bond shall contain a recital that such Bond is issued pursuant to and under the Act, and such recital shall be conclusive evidence of its validity and of the regularity of its issuance.

Section 6. Electronic Transactions. The transactions described herein may be conducted and this Resolution and related documents may be sent, received and stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 7. Effective Date. This Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor and City Council of the Issuer.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 27, 2022

Council Session

Item G-18

#2022-275 - Approving Purchase of Self Contained Breathing Apparatus

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Cory Schmidt, Fire Chief
Meeting: September 27, 2022
Subject: Self Contained Breathing Apparatus
Presenter(s): Tim Hiemer, Division Chief

Background

The Grand Island Fire Department (GIFD) is one of 10 State of Nebraska MOU hazardous material teams. As a State MOU hazardous material team, the Grand Island Fire Department receives grant funds from the Nebraska Emergency Management Agency (NEMA) to purchase and maintain equipment that is necessary to respond emergencies throughout the state. The current Self Contained Breathing Apparatus (SCBA) are over 15 years old and no longer serviceable.

Discussion

The GIFD recently ordered new MSA SCBAs for the fire apparatus. In order to maintain consistency of equipment, the GIFD requests approval to purchase four (4) MSA SCBAs from Sandry Fire Supply of DeWitt, IA for \$31,832. Sandry Fire Supply is the sole dealer of MSA SCBAs in Nebraska and as such has protected sales territory. The purchase will be fully paid for through a grant provided by NEMA.

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

Sample Motion

Move to approve the purchase of four MSA SCBAs from Sandry Fire Supply in the amount of \$31,832.



MSA Corporate Center
1000 Cranberry Woods Drive
Cranberry Township, PA 16066
800.MSA.2222
www.MSAnet.com

September 16, 2022

Grand Island Fire Department
Fire Administration/City Hall
100 E. First Street
Grand Island, NE 68801

To Whom It May Concern:

Thank you, Grand Island Fire Department for your interest in the MSA product line.

This letter confirms that Sandry Fire Supply is the sole authorized distributor of MSA SCBA and SCBA accessories for the Municipal Fire Service Market for the State of Nebraska. In addition, Sandry Fire Supply is the only CARE certified MSA SCBA Repair Center for the Municipal Fire Service Market for the State of Nebraska.

By way of background, in the fire service / first responder markets, MSA imposes specific requirements upon our distributors, which can result in a small number of distributors authorized to call upon a particular region. We impose these requirements because the equipment we manufacture and sell requires the involvement of partners with special knowledge, training and experience. Accordingly MSA's distributors are obligated to acquire and maintain extensive knowledge, training, and experience necessary to properly educate, assist and service our end user customers before, during and after the sale. MSA's fire service / first responder distributor qualification requirements are likewise intended to ensure the highest possible end user customer experience.

If you desire additional information about MSA, its product lines, or channel partners, please do not hesitate to contact me. Thank you for your interest in our products.

Sincerely,

A handwritten signature in blue ink that reads "Scott McGuire".

Scott McGuire
North American Sales Channels Specialist
Phone: 724-742-8028
Email: scott.mcguire@MSAsafety.com



Quote

EST-013919

Sandry Fire Supply LLC

618 6th Street
 DeWitt, Iowa 52742
 U.S.A
 5636592357

Estimate Date : 08/31/22
 Expiry Date : 09/27/22
 Reference# : Special pricing- Hazmat packs
 Sales person : Chris Rich

Bill To

Grand Island, NE Fire/Ambulance
 409 E. Fonner Park Rd.
 Grand Island, NE 68801

#	Item & Description	Qty	Rate	Amount
1	msaA89 Sandry Fire Summer Promo: Includes (1) Harness Assembly (ATO), (2) Cylinders(of choice) and (Listed below at zero dollars)	1.00 Each	30,876.00	30,876.00
2	G1FS422MA2C0LHR MSA G1 SCBA -4500 psig, thr remote, chest strap, Metal band, Adj swivel, solid lft sh, continuous, speaker left ch, NO PASS rt sh, rechargeable battery	4.00 Each	0.00	0.00
3	msa10156426-SP(A89) CYL. ASSY, G1, RC, 4500 PSIG, 60MIN,PKG	8.00 EA	0.00	0.00
4	msa10148741-SP Battery Pack, G1, Rechargeable	2.00 Ea	428.00	856.00
5	evEP213-GL-Black EVAC Mask bag- Black	4.00 Each	25.00	100.00
			Sub Total	31,832.00
			Total	\$31,832.00

Notes

Looking forward to earning your business.

Terms & Conditions

Shipping and Handling are not included in the above pricing

RESOLUTION 2022-275

WHEREAS, as one of ten Nebraska MOU hazardous material teams, the Grand Island Fire Department has grant funds available from Nebraska Emergency Management Agency to purchase four (4) self-contained breathing apparatus (SCBA); and

WHEREAS, the Grand Island Fire Department recently ordered MSA SCBAs for use on all fire apparatus; and

WHEREAS, in order to maintain consistency among equipment, MSA was the chosen manufacturer for the SCBAs used by the hazardous material team; and

WHEREAS, Sandry was identified as the sole source of MSA SCBAs in Nebraska and as such has protected sales territory; and

WHEREAS, the Grand Island Fire Department seeks approval to purchase four (4) SCBAs manufactured by MSA and distributed by Sandry Fire Supply of DeWitt, Iowa for a purchase price of \$31,832.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a purchase order and subsequent payment is authorized for four (4) MSA SCBAs distributed by Sandry Fire Supply of De Witt, Iowa for a purchase price of \$31,832 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 23, 2022	☐ City Attorney



City of Grand Island

Tuesday, September 27, 2022

Council Session

Item G-19

#2022-276 - Approving Amendment to the Interlocal Cooperation Agreement with the Hall County Airport Authority

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Administrator

Meeting: September 27, 2022

Subject: Amendment to the Interlocal Agreement with the Hall County Airport Authority

Presenter(s): Jerry Janulewicz, City Administrator

Background

The Hall County Airport Authority is required to provide certified sworn law enforcement officers at the TSA passenger security area in the airport terminal building. Beginning in 2016, Grand Island provided police officers for the screening area through a series of interlocal agreements by and between the Airport Authority and the City of Grand Island. The current interlocal agreement will terminate December 31, 2022. Under the current interlocal agreement, the Authority pays the City at the rate of \$35.00 per officer hour for officers assigned to airport security. The officers are provided by the City on an as needed basis corresponding with passenger airplane departure schedules. The Authority is requesting that the City agree to extend the duration of the current Interlocal Agreement through December 31, 2024 at an increased rate of \$38.50 per hour per officer as more particularly set forth in the Amendment.

Discussion

The proposed Amendment to the Interlocal Cooperation Agreement would extend the existing Agreement for an additional two years and will increase to \$38.50 the hourly rate of compensation effective October 1, 2022. The current agreement provides for a \$35.00 hourly rate for the period January 1, 2021 through December 31, 2022. It is anticipated that part-time officers will be utilized to provide the contracted law enforcement service.

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 move to approve the Amendment to the Interlocal Agreement with the Hall County Airport Authority.

Sample Motion

Move to approve the resolution.

**INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN
THE HALL COUNTY AIRPORT AUTHORITY
AND
THE CITY OF GRAND ISLAND**

THIS INTERLOCAL COOPERATION AGREEMENT is entered into this 22nd day of December, 2020, by and between HALL COUNTY AIRPORT AUTHORITY, a political subdivision (“Authority”) and City OF GRAND ISLAND, NEBRASKA, a municipal corporation (“City”).

1. **STATEMENT OF PURPOSE.** The purpose of this Agreement is to establish an interlocal agreement by which City will provide to Authority uniformed, sworn and certified police officers to carry out the operational terms and conditions of the LAW ENFORCEMENT PERSONNEL REIMBURSEMENT PROGRAM (“Program”) as set forth in the Law Enforcement Officer Program Statement of Joint Objectives applicable to Transportation Security Administration (“TSA”) and Authority and in accordance with 49 C.F.R Part 1542.
2. **CITY'S RESPONSIBILITIES AND DUTIES.** City's responsibilities and duties shall include:
 - a. City will assign police officers (“LEOs”) on-site at the Central Nebraska Regional Airport (“Airport”) during TSA Screening checkpoint operating hours, and to provide law enforcement support to the passenger-screening checkpoints in keeping with requirements provided by TSA in accordance with the current Security Directive SD1542-18-01B (series), regulations, and other authorities regarding law enforcement services, subject to modification in how the checkpoints are stationed as necessary based on changes in threat levels, surges, seasonality and/or other circumstances as determined by the TSA Federal Security Director (“FSD”) in consultation with Authority. At a minimum, LEOs will: (i) support TSA’s screening operations, including dealing with attempts to bring prohibited items through the checkpoint, disorderly persons and similar tasks, (ii) follow an established law enforcement response standard which is mutually acceptable to the FSD, Authority and City. In addition the FSD, Authority and City will determine, where appropriate, the level of participation in TSA’s Layered Security Programs, such as Playbook, Table Top Exercises, Breach Drills and Joint Vulnerability Assessments. City will promptly provide incident reports, police reports and other information when requested by TSA as part of a regulatory investigation and will fully cooperate with regulatory investigations.
 - b. City shall have sole and exclusive discretion to assign, supervise and evaluate its LEOs assigned pursuant to the preceding paragraph. The parties agree that the LEOs provided by City in furtherance of the Program shall continue as employees of City and are not employees of Authority or TSA.
 - c. All LEOs assigned to the Airport shall be trained, qualified, certified, sworn, uniformed and competent to carry out the operational duties of the Program.

- d. Credentials of LEOs and verification will be provided upon request to Authority and FSD. Authority shall provide TSA/FAA training materials to City at no cost. Each LEO shall possess all of the qualifications of a LEO set forth in 49 C.F.R. Sec. 1542.217 (as may be amended from time to time).
- e. City shall provide to Authority such reports, records, information and documents as are necessary for Authority to carry out its responsibilities and duties pursuant to the Program and to obtain reimbursement as provided in the Agreement.
- f. As mandated by the TSA in the Program, TSA shall have the right to examine or audit relevant financial records for a period of three (3) years after expiration of the terms of this Agreement as follows:
 - i. As used in this clause, the term “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
 - ii. City shall maintain and authorized Federal officials shall have the right to examine and audit all records and other evidence sufficient to reflect properly all hours claimed to have been incurred in performance of this Agreement. This right of examination shall include inspection at all reasonable times of City’s offices, or parts of them, engaged in performing services pursuant to this Agreement. City, upon request shall provide notice to TSA of the location and custodian of supporting documentation to include Time Sheets, Payroll Report or Other Documentation that substantiates the hours worked under this Agreement and will make them available for review during normal working hours when requested by an authorized Federal official.
 - iii. The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of City's directly pertinent records involving transactions related to this Agreement. This Article may not be construed to require City to create or maintain any record that it does not maintain in the ordinary course of business or pursuant to a provision of law.
 - iv. City shall make available at its office at all reasonable times the records, materials and other evidence described in preceding sections (i), (ii) and (iii) of this article, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement, or for any longer period required by statute or by other clauses of the RA. In addition:
- g. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for three (3) years after any resulting final termination settlement; and
- h. Records relating to appeals under the "Contract Disputes" clause or to litigation or the settlement of contract disputes arising under or relating to the Program shall be made available until such appeals, litigation, or contract disputes are finally resolved.

3. RECORDS AND RELEASE OF INFORMATION. In the course of service under this Agreement, The LEOs may have access to certain information called "Sensitive Security Information" or "SSI", which is protected by Federal statute and regulation. City shall take appropriate measures to protect proprietary, privileged or otherwise confidential information that may come into the LEOs possession as a result of services provided pursuant to this Agreement.
4. AUTHORITY RESPONSIBILITIES AND DUTIES. Authority responsibilities and duties shall include:
 - a. Authority shall reimburse City for providing LEOs for the Airport as provided herein at the rate of \$ 35.00 per hour regardless of the actual cost to City for each LEO at the time of service. Billing for reimbursement in excess of 1.0 hours shall be rounded as follows: 15 minutes or less shall be rounded down to the nearest hour; 16 minutes or more shall be rounded up to the nearest hour with a minimum billing period of not less than 1.0 hours. The foregoing amount shall be payable by Authority to City within 30 days of receipt of periodic statements to be sent by City to Authority.
 - b. Authority shall advise City of any operational deficiencies Authority finds or receives notice of in the performance of this Agreement by the LEOs.
 - c. Authority shall provide premises at the Airport for the LEOs assigned to the Airport which are suitable for performance of the duties required by the Program located as set forth on attached Exhibit "A". City will provide furnishings, telephone, and other amenities in its discretion.
 - d. Authority shall consult regularly with City concerning the Program to request any modifications to this Agreement which are deemed reasonable, appropriate and prudent and in conformity with the Program and associated documents.
5. DURATION. This Agreement shall be effective January 1, 2021 thru December 31, 2022, unless earlier terminated by Authority or City. If the Program is further extended by the TSA, the hourly payment from Authority to City shall be renegotiated with City. Notwithstanding the foregoing, this Agreement may be terminated earlier by either Authority or City providing thirty (30) days written notice to the other.
6. ACQUISITION, OWNERSHIP AND DISPOSAL OF PERSONAL PROPERTY. All personal property and fixtures acquired and used in furtherance of the Program shall be owned by the entity which pays for said personal property or fixture. In the event the Program is terminated or is not superseded by another Interlocal Cooperation Agreement, the parties shall take possession of their respective personal property and fixtures or said property may be left in place at the Airport, whichever is mutually agreeable to the parties. The parties acknowledge and agree that all computer software and licenses shall remain the property of City.
7. SEPARATE ENTITY. The parties agree that no separate entity is created by this Agreement.

8. CHOICE OF LAWS. This Agreement shall be construed in accordance with the laws of the State of Nebraska, including, but not limited to, the Interlocal Cooperation Act, Neb. Rev. Stat., §13-801 et seq., as amended.
9. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between City and Authority relating to the Program and may be amended only in writing, duly approved, adopted and executed by the respective parties.
10. NOTICES. All notice envisioned under the terms and conditions of this Agreement shall be sent to the other party by first class, United States mail, postage prepaid and addressed as follows:

City of Grand Island
 Attn: Mayor
 PO Box 1968
 Grand Island, NE 68802

Hall County Airport Authority
 Attn: Executive Director
 3579 Sky Park Road
 Grand Island, NE 68801

CITY OF GRAND ISLAND, NEBRASKA,
 A Municipal corporation,

Dated: December 22, 2020


BY 
 Roger G. Steele, Mayor


 Interim City Attorney

Attest: 
 RaNae Edwards, City Clerk

HALL COUNTY AIRPORT AUTHORITY,
 A Political Subdivision

Dated: DECEMBER 16, 2020

BY 
 Michael J. Olson, Executive Director

Attest: 
 Debra Potratz , Administrative Assistant

**AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT
BY AND BETWEEN
THE HALL COUNTY AIRPORT AUTHORITY
AND
THE CITY OF GRAND ISLAND**

This Amendment to the Interlocal Cooperation Agreement is made and entered into by the Hall County Airport Authority (“Authority”) and the City of Grand Island (“City”) as of the respective dates below:

WHEREAS, Authority and City are parties to an Interlocal Cooperation Agreement dated December 22, 2020 (the “Agreement”) by which City provides to Authority uniformed, sworn and certified police officers to carry out the operational terms and conditions of the LAW ENFORCEMENT PERSONNEL REIMBURSEMENT PROGRAM (“Program”) as set forth in the Law Enforcement Officer Program Statement of Joint Objectives applicable to Transportation Security Administration (“TSA”) and Authority and in accordance with 49 C.F.R Part 1542; and

WHEREAS, Authority and City desire to amend their Interlocal Agreement by extending the duration thereof and amending the rate of reimbursement to be provided by Authority to City;

NOW, THEREFORE, Authority and City mutually agree as follows:

Section 1. Paragraph 4.a. of the Agreement is replaced in its entirety with the following:

Authority shall reimburse City for providing LEOs for the Airport as provided herein at the rate of \$ 35.00 per hour from January 1, 2021 through September 30, 2022 and at the rate of \$38.50 per hour from and after October 1, 2022, regardless of the actual cost to City for each LEO at the time of service. Billing for reimbursement in excess of 1.0 hours shall be rounded as follows: 15 minutes or less shall be rounded down to the nearest hour; 16 minutes or more shall be rounded up to the nearest hour with a minimum billing period of not less than 1.0 hours. The foregoing amount shall be payable by Authority to City within 30 days of receipt of periodic statements to be sent by City to Authority.

Section 2. Paragraph 5 of the Agreement is amended by deleting “thru December 31, 2022” and replacing it with “through December 31, 2024”.

IN WITNESS WHEREOF, the parties hereto have accepted and agreed to this Amendment on the dates below.

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal corporation,

Dated: _____, 2022 BY _____
Roger G. Steele, Mayor

Attest: _____
RaNae Edwards, City Clerk

HALL COUNTY AIRPORT AUTHORITY,
A Political Subdivision

Dated: SEPT. 16, 2022 BY 
Michael J. Olson, Executive Director

Attest: 
Debra Potratz, Office Manager

Approved as to form by:

Ronald S. Depué, Attorney
Hall County Airport Authority

Approved as to form by:

Stacy Nonhof, Interim City Attorney
City of Grand Island

Hall County Airport Authority

September 16, 2022

Resolution 22-47

Amendment to the Interlocal Cooperation Agreement Between the Hall County Airport Authority and the City of Grand Island for Law Enforcement Officer Service.

AUTHORITY ACTION TAKEN: Resolution authorizing the Executive Director to execute the Amendment to the Interlocal Cooperation Agreement between the Hall County Airport Authority and the City of Grand Island, to provide Law Enforcement Officers (LEOs) on-site at the Central Nebraska Regional Airport during Transportation Security Administration (TSA) Screening checkpoint operating hours in keeping with requirements provided by TSA.

The Airport Authority shall reimburse the City at a rate of \$35.00 per hour from January 1, 2021 through September 30, 2022, and the rate of \$38.50 per hour after October 1, 2022.

The Agreement is amended through December 31, 2024.



Brian Quandt, Board Chair



Michael J. Olson, Executive Director

COPY ORIGINAL

RESOLUTION 2022-276

WHEREAS, The Hall County Airport Authority (“Authority”) is required by federal regulations and as conditions to its federal grant agreements to provide on-site uniformed, sworn and certified police officers support to the Transportation Security Administration (“TSA”) passenger screening checkpoints during checkpoint operating hours, and

WHEREAS, the Authority is requesting that the City of Grand Island continue to provide such law enforcement officers at the Central Nebraska Regional Airport during such TSA required screening operating hours, and

WHEREAS, as provided in the proposed Amendment to the Interlocal Cooperation Agreement by and between the Authority and the City of Grand Island, commencing October 1, 2022, the Authority will reimburse the City at the new rate of \$38.50 per hour for the provision of law enforcement services as provided by the parties’ Interlocal Agreement as Amended.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Amendment to the Interlocal Agreement with the Authority be approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the Amendment to the Interlocal Agreement between the Hall County Airport Authority and the City of Grand Island, Nebraska for the period ending December 31, 2024, unless earlier terminated by Authority or City.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 27, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 23, 2022	☐ City Attorney



City of Grand Island

Tuesday, September 27, 2022

Council Session

Item I-1

#2022-277 - Consideration of Approving Labor Agreement between the City of Grand Island and the International Brotherhood of Electrical Workers, Local 1597 Wastewater Treatment Plant

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: September 27, 2022

Subject: Approval of Labor Agreement between the City of Grand Island and the International Brotherhood of Electrical Workers, Local 1597 Wastewater Treatment Plant

Presenter(s): Aaron Schmid, Human Resources Director

Background

Fourteen job classifications in the Public Works Department are included in the conditions outlined in the labor agreement between the City of Grand Island (City) and the International Brotherhood of Electrical Workers (IBEW), Local 1597 Wastewater Treatment Plant. The current labor agreement expires as of midnight September 30, 2022. The City and the IBEW met to negotiate the terms of a new agreement. The negotiations were handled in good faith with both parties focused on a fair contract.

Discussion

The proposed labor agreement will begin October 1, 2022 and run through September 30, 2025. A salary array was mutually conducted as part of the negotiations process. The changes that are proposed were primarily based on comparability studies from the salary array. A summary of changes are listed below and follow the order of the contract:

1. The contract will add the Administrative Assistant, FOG Program Manager and Senior Equipment Operator classifications.
2. Hours worked will include holidays and vacation when calculating overtime.
3. Standard daylight savings time language has been added.
4. Holiday pay will match the length of the assigned shift. Shifts at the treatment plant include 8, 9, 10 and 12 hour shifts.
5. Personal leave days will match the length of the assigned shift.
6. The five day rule is removed from the vacation article.
7. Vacation carry-over is increased from 40 hours to 80 hours.
8. Medical leave usage will match the length of the assigned shift.
9. Bereavement leave language is updated to match standard language in other contracts.

10. Pay plan language is updated to reflect a step increase when completing the introductory period.
11. Shift differential has been updated to remove shift differential on second shift and increase the night shift to \$1.00 per hour.
12. Working out of class pay will be effective after 3 days.
13. Language regarding uniforms and PPE was clarified and addresses pro-rated reimbursement for an employee who separates.
14. Standard language added regarding union business time.
15. Longevity pay increased to reflect comparability and other union contracts.
16. Wages increased to adjust to market survey. Cost of living increases were agreed to at 5% for year one, 4% for years two and 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 labor agreement between the City of Grand Island and the IBEW, Local 1597 Wastewater Treatment Plant.

Sample Motion

Move to approve the labor agreement between the City of Grand Island and the IBEW, Local 1597 Wastewater Treatment Plant.



and

UNION LOCAL NO. 1597, I.B.E.W., AFL-CIO

WASTEWATER TREATMENT PLANT

October 1, 201822 through September 30, 202225

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AGREEMENT

THIS AGREEMENT, dated this _____day of September, 201822, is between the City of Grand Island (hereinafter referred to as the "City"), and the International Brotherhood of Electrical Workers, Local 1597 (hereinafter referred to as the "Union"). The provisions of this agreement shall be effective October 1, 201822 through and including September 30, 202225.

PURPOSE AND INTENT OF THE PARTIES

The purpose of the City and the Union entering this labor agreement is to promote harmonious relations between the employer and the union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay and other conditions of employment.

ARTICLE I - RECOGNITION

A. _____BARGAINING UNIT

The City hereby recognizes the Union as the sole representative of those full-time non-supervisory employees in the following positions employed at the Wastewater Treatment Plant. Only employees with regular status in the classifications listed below are eligible for representation by the Union:

Accounting Technician
Administrative Assistant
Biosolids Technician
Equipment Operator
FOG Program Manager
Lead Maintenance Worker
Lead Maintenance Mechanic
Lead Wastewater Plant Operator
Maintenance Worker
Maintenance Mechanic I
Senior Equipment Operator
Stormwater Program Manager
Wastewater Plant Operator I/II
Wastewater Laboratory Technician

Additional job classifications may be added to the bargaining unit by mutual written agreement of the parties.

ARTICLE II - HOURS OF WORK

A. SCHEDULES OF WORK

The City shall establish the work week, ~~work day, and hours of work~~. The work week, ~~work day and hours of work~~ may vary according to the special requirements of any division or program. ~~Work schedules shall be arranged, to the extent possible, with five consecutive work days followed by two consecutive days off. The City will post, in designated areas, the initial work schedules after the ratification of this contract. The work days shall be arranged successively to provide a forty (40) hour work week for each employee. Hours worked shall include actual hours worked and shall include paid holidays and vacation when calculating overtime.~~

Work schedules for employees scheduled to work twelve (12) hour shifts may be arranged to the greatest extent possible as:

1. Two (2) consecutive work days followed by;
2. Two (2) consecutive days off followed by;
3. Three (3) consecutive work days followed by;
4. Two (2) consecutive days off followed by;
5. Two (2) consecutive work days followed by;
6. Three (3) consecutive days off.

In the alternative and at the discretion of the City, twelve (12) hour shifts may also be arranged as:

1. Four (4) consecutive work days followed by;
2. Three (3) consecutive days off followed by;
3. Three (3) consecutive workdays followed by;
4. Four (4) consecutive days.

Work schedules for employees scheduled to work ten (10) hour shifts shall be arranged to the greatest extent possible as:

1. Four (4) consecutive work days followed by;
2. Three (3) consecutive days off.

B. CHANGES IN WORK SCHEDULE

All changes in work schedules, except in cases of emergency, shall be posted for all to see at least 72 hours before the change is effective in the same designated areas as the initial schedules referred to in Paragraph A.

C. LUNCH PERIODS

A meal allowance for actual cost, or up to Twelve Dollars (\$12.00) per meal, shall be granted for all employees if they are required to work two (2) hours overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Nothing in this section shall prohibit the City from exceeding the amount of this allocation or consecutive hour requirement in providing an allowance for emergency situations.

D. REST PERIODS

Employees shall be granted a 15-minute rest period during the approximate middle of each one-half (1/2) work day, provided however, that the granting of such rest periods shall be at such times as are the least disruptive of work in progress. If during emergencies or other similar situations it is not feasible to grant any such rest periods, employees shall not receive pay or additional time in lieu thereof. 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.

E. OVERTIME AND COMPENSATORY TIME

1. All officially authorized work performed in excess of forty (40) hours a week, shall be compensated for at the rate of one and one-half (1½) times the excess hours worked. The compensation shall be in either compensatory time or cash payment, at the option of the employee.

EMPLOYEES WORKING TWELVE (12) OR TEN (10) HOUR SHIFTS:

All officially authorized work performed in excess of eighty(80) hours during a two week pay period shall be compensated for at the rate of one and one-half (1½) times the excess hours worked. The compensation shall be in either compensatory time or cash payment, at the option of the employee.

2. Overtime and compensatory time for work shall be accrued and compensated for in one-tenth (1/10) hour units.
3. This article is intended to be construed only as a basis for overtime and shall not be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked.
4. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked and shall include paid holidays and vacation when calculating overtime. ~~Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime.~~
5. An employee shall have the option of accruing compensatory leave time at a

rate of one and one-half (1 ½) times the actual hours worked in lieu of the payment of overtime. Employees may accrue a maximum of eighty (80) hours of compensatory time (53.33 hours of actual time worked). The compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor, but must be taken by the last full pay period in March following the end of the calendar year in which it is earned; compensatory time remaining at the end of this period shall be paid in cash. However, the employee retains the right to cash out his/her compensatory time at any time. It is understood that the usage of the compensatory time is to be requested just like annual leave, and may be denied as may any other annual leave. Requests for the use of accrued compensatory time shall not be unreasonably denied.

6. All compensatory time must be recorded through the City's payroll system. Compensatory time kept by individual employees or their supervisors will not be recognized and is prohibited.
7. Overtime shall be distributed as equally as possible based on the work needed and job skills and qualifications of employees.

F. STAND-BY DUTY

1. The City may assign employees to stand-by duty for handling trouble calls on other than the normal workday.
 - a. The stand-by duty work week will be determined by the City. The initial schedule will be posted after ratification of this contract and all changes in stand-by schedules, except in cases of emergency, shall be posted in designated areas at least 72 hours before the change is effective.
 - b. The employee assigned to this duty shall call upon the assigned supervisor for additional employees when such employee needs help.
2. The compensation for stand-by duty will be eight (8) hours per week of stand-by duty at the employee's basic rate of pay as shown on the payroll on the Sunday during his or her stand-by duty week. Failure to be available or to make arrangements with another qualified duty employee who will be available by telephone shall make the employee ineligible for stand-by duty compensation for the pay period involved. When another qualified duty employee is utilized, stand-by compensation shall be divided between the two employees based on the number of days each employee was on duty.
3. The employee assigned to this duty shall be available by communication equipment provided by the City at all times under this arrangement.
4. A truck will be assigned to the employee on stand-by duty if such employee lives within ten (10) miles of the Wastewater Treatment Plant.

G. CALL-BACK PAY

In the event an employee is called to duty during his or her off-duty time, and such time does not otherwise merge with his or her regularly-scheduled work schedule, such employee shall be paid at the rate of one and one-half (1 1/2) times the actual number of hours worked, although the employee shall be compensated for no less than two hours at the enhanced rate.

In the event an employee is called to duty during a holiday that he/she was not scheduled to work, such employee shall be paid at the rate of two (2) times the employee's base hourly rate times the actual number of hours worked, although the employee shall be compensated for no less than two (2) hours at the enhanced rate.

H. 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. They shall be granted with pay to all regular status employees regularly scheduled to work on such days, provided, that an employee may be required to work on a holiday if necessary to maintain essential services to the public. Employees will be compensated at the rate of time and one half for working on one of the holidays listed:

New Year's Day	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
<u>Christmas Day</u>	December 25

~~Holidays will run from midnight to midnight for the calendar day the holiday falls on.~~

~~For employees working twelve (12) or ten (10) hour shifts, the compensation for holidays which those employees did not work is eight (8) hours of regular pay.~~

~~For employees working twelve (12) or ten (10) hour shifts, the credit for computing overtime pay for holidays which those employees did not work is eight (8) hours.~~

B. WEEKEND HOLIDAYS

When a holiday falls on Sunday, the following Monday shall be observed as a holiday; when a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

C. ELIGIBILITY FOR HOLIDAY PAY
~~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 and the first regularly scheduled day after the holiday. Active pay status shall mean any pay status other than leave without pay or suspension without pay.

D. HOLIDAY ON REGULARLY SCHEDULED WORK DAY

If an employee works on a holiday, the employee shall be paid for the holiday and any hours worked on the holiday shall be paid as overtime. All hours in which an employee receives premium pay (such as holiday on) of at least one and one-half (1 ½) times the base rate will not be included in the computation of overtime.

In the event an employee is called to duty during a holiday that were not scheduled to work, such employee shall be paid at the rate of two (2) times the employee's base hourly rate times the actual number of hours worked, although the employee shall be compensated for no less than two hours at the enhanced rate.

For employees working nine (9), ten (10) or twelve (12) hour shifts, the compensation for holidays which those employees did not work is equal to the number of

hours scheduled to work of regular pay.

For employees working nine (9), ten (10) or twelve (12) hour shifts, the credit for computing overtime pay for holidays which those employees did work is equal to the number of hours scheduled to work.

Holidays will run from midnight to midnight for the calendar day the holiday falls on.

DE. PERSONAL DAY

Personal Leave Days will be given to employees each year. The City will provide two annual personal leave days that will be granted on October 1st and must be used by September 15th. ~~Credit for each Personal Leave Day shall not exceed eight (8) hours regardless of the time length of the scheduled shift for any particular day.~~ Personal Leave Days may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. The Director or his or her designees will make every effort to grant requested personal leave time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Use of personal leave will not be unreasonably denied.

For employees working nine (9), ten (10) or twelve (12) hour shifts, the compensation for the use of a Personal Leave Day shall be equal to the number of hours scheduled to work at regular pay. Personal Leave Days may be taken at any time and must be taken in one whole day increments. The time selected by the employee must have the prior approval of the employee's supervisor.

ARTICLE IV - VACATIONS

~~A.~~ A. ELIGIBILITY

All regular status employees are eligible to take vacation leave as it is earned and shall accrue vacation leave in bi-weekly increments as described below. Employees shall not earn or accrue any vacation time during their introductory period. Vacation may be taken at any time and may be taken in one-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.

For purposes of this contract, "regular status" employees shall include those employees normally scheduled to work at least 30 hours per week throughout the course of the year and who have completed their introductory terms. It shall specifically exclude employees who are temporary, seasonal, introductory, and/or working fewer than 30 hours per week.

B. AMOUNT AUTHORIZED

Authorized vacation leave shall be computed on the following basis:

1. Upon successfully completing the six (6) month introductory period, an employee will have available forty (40) hours of vacation time. The employee will accrue an additional forty (40) hours in the first six (6) months of continuous service following the introductory period.
2. Years 2 through 4 Eighty (80) Hours
3. Years 5 through 9 One Hundred Fifteen (115) Hours
4. Years 10 through 14 One Hundred Thirty-Six (136) Hours
5. Years 15 through 19 One Hundred Sixty (160) Hours
6. Years 20 through 24 One Hundred Seventy-Eight (178) Hours
7. Years 25 + Two Hundred (200) Hours

All vacation will accrue on a prorated basis using a twenty-six (26) pay period year. Authorized vacation leave for regular employees working fewer than forty (40) hours per week shall be prorated based upon the normally scheduled hours worked. Credit toward vacation leave shall not be earned while an employee is on leave of absence without pay.

C. VACATION SCHEDULE

Vacation leave shall be taken at a time convenient to and approved by the Department Director. The Director or his or her designees will make every effort to grant requested vacation time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Seniority will be considered when scheduling vacations within the department. ~~Each employee shall take a vacation of at least one week consisting of five consecutive vacation days each year when eligible and sufficient vacation hours have been accrued.~~

~~Employees working twelve (12) hour shifts shall take a vacation of at least thirty-six (36) hours consisting of three (3) consecutive vacation days each year when eligible and sufficient vacation hours have accrued.~~

~~Employees working ten (10) hour shifts shall take a vacation of at least forty (40) hours consisting of four (4) consecutive vacation days each year when eligible and sufficient vacation hours have accrued.~~

D. SENIORITY FOR VACATION PLANNING

The Department Director shall grant leave on the basis of the work requirements of the City after conferring with employees and recognizing their wishes where possible. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority with the City shall be given his

or her choice of vacation time. The seniority system shall not preclude the taking of vacation at the same time by employees whose work requirements are not inter-dependent. Employees will indicate their preference for vacation time on a primary vacation schedule according to seniority. An employee may make one choice of a minimum of five consecutive work days and a maximum of as many consecutive work days as the employee has accrued vacation time. Only one block of consecutive work days will be scheduled per employee on the primary vacation schedule. After completion of the primary vacation schedule, a secondary vacation schedule will be made available. An employee may make as many selections as the employee has remaining accrued vacation time in order of seniority. The City will establish the beginning and ending dates for scheduling vacations on the primary and secondary vacation schedules and reserves the right to change the vacation scheduling process if it proves unworkable.

~~Employees working twelve (12) hour shifts shall make one (1) choice of a minimum of thirty-six (36) hours over three (3) consecutive days and a maximum of as many hours over consecutive work days as the employee has accrued vacation time.~~

~~Employees working ten (10) hour shifts may shall one (1) choice of a minimum of forty (40) hours over four (4) consecutive days and a maximum of as many hours over consecutive work days as the employee has accrued vacation time.~~

E. VACATION TIME CARRY-OVER

1. An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one year, plus ~~forty-eighty~~ (4080) hours.
2. An employee who has carry-over vacation time may utilize the carry-over and the current vacation time authorized during a single calendar year.
3. An employee who fails to use his or her vacation time through the employee's own decision loses all but the maximum carry-over hours mentioned above.

F. VACATION CREDIT ON TERMINATION AND RETIREMENT

Upon separation, a regular status employee shall be paid for the unused portion of his or her accumulated vacation leave. Employees will not be allowed to schedule vacation at the end of their employment and will not accrue vacation leave or other benefits after their last day physically on the job.

~~ARTICLE V~~

~~MEDICAL LEAVE, BEREAVEMENT LEAVE, AND FMLA
LEAVE~~

ARTICLE V - MEDICAL LEAVE, BEREAVEMENT LEAVE, AND FMLA
LEAVE

A. AMOUNT AUTHORIZED

1. Medical Leave. Medical leave shall be credited to all full-time employees as follows:
 - a. Eight (8) hours for each full calendar month of service.
 - b. For a calendar month in which an employee is paid for less than the full standard hours including paid leave, medical leave shall be awarded on a pro-rata basis.

B. USE OF MEDICAL LEAVE

Medical leave may be used under the following circumstances:

1. When an employee is incapacitated by sickness or injury.
2. For medical, dental, or optical examination or treatment.
3. When an employee is exposed to a contagious disease and attendance at duty may jeopardize the health of others.
4. For necessary care and attendance during sickness of a member of the employee's immediate family.

For purposes of medical leave, an immediate family member shall mean a child, spouse, parent, in-laws of the same relation, and other dependents for whom the employee is legally responsible. An employee may use up to eighty (80) hours of medical leave per year to care for immediate family members. In instances where extended care is needed [beyond eighty (80) hours per year], the qualifying family member must meet the definition of a serious health condition as defined by the Family Medical Leave Act.

5. When absence is due to alcoholism or drugs, if medically diagnosed by a licensed physician and the employee is receiving assistance and has agreed to an approved course of treatment.
6. Medical leave shall not be granted in advance of accrual.

7. Leave without pay may be granted for sickness extending beyond the earned credits.
8. After six continuous months of service, accrued vacation leave credits may be used for medical leave when medical leave credits have been exhausted.
9. Medical leave shall not continue to accrue while an employee is on unpaid leave.
10. The amount of medical leave charged against an employee's accumulated total shall be computed on the basis of the exact number of hours an employee is scheduled to work when medical leave is utilized, not to exceed eight-the scheduled hours in a day; provided, that medical leave shall be debited in no less than one-tenth (1/10) hour units.

~~For employees working twelve (12) or ten (10) hour shifts, the amount of medical leave charged against an employee's accumulated total shall be computed on the basis of the exact number of hours an employee is scheduled to work when medical leave is utilized, provided, that medical leave shall be debited in no less than one (1) hour units.~~

C. PROOF OF ILLNESS

An employee who is absent for more than three (3) consecutive days because of personal illness or that of a member of his or her immediate family or household shall be required to furnish a statement signed by the attending physician. The supervisor may require this statement or other proof for an absence chargeable to medical leave of any duration.

D. FRAUDULENT USE OF MEDICAL LEAVE

The Department Director or his or her authorized representative may investigate any medical leave taken by any employee. False or fraudulent use of medical leave shall be cause for disciplinary action and may result in dismissal.

E. COMPENSATION FOR UNUSED MEDICAL LEAVE

An employee may accumulate medical leave to a maximum of 1,339 hours.

1. All employees shall be paid thirty-six percent (36%) for their accumulated medical leave at the time of retirement or death, the rate of compensation to be based on the employee's salary at the time of retirement or death. The payout for medical leave shall go to the employee's VEBA account.

2. All employees shall be paid thirty-six percent (36%) for their accumulated medical leave at the time of early retirement, which shall be defined as being at least fifty-five (55) years of age with ten (10) years of service, the rate of compensation to be based on the employee's salary at the time of early retirement; or an employee who has completed twenty-five (25) years of service. The payout for medical leave shall go to the employee's VEBA account.

F. NOTIFICATION OF ILLNESS

If an employee is absent for reasons that entitle him or her to medical leave, the employee or a member of employee's household shall notify the employee's supervisor at least thirty (30) minutes prior to scheduled reporting time. If an employee fails to notify such supervisor, when it was reasonably possible to do so, no medical leave shall be approved. Immediately upon return to work, the employee shall submit a leave 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.

H. H. USE OF BEREAVEMENT LEAVE

Bereavement leave shall be granted to eligible employees for up to two (2) days per calendar year equal to the number of hours scheduled to work for non-immediate family members. Non-immediate family member shall mean aunts, great-aunts, uncles, great-uncles, ~~nieces and nephews~~nieces, 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 equal to the number of hours scheduled to work of paid bereavement leave per occurrence for the death of an immediate family or household member which includes parents, spouses, children, siblings, grandparents, great-grandparents, grandchildren, great-grandchildren and in-laws of the same relation, regardless of when it occurs. The City may request verification of the need for the bereavement leave. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director for the death of a member of an employee's immediate family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation leave.

~~For employees working twelve (12) or ten (10) hour shifts, bereavement leave shall be granted to eligible employees for up to sixteen (16) hours per calendar year for non-immediate family members. Non-immediate family member shall mean, aunts, uncles, nieces and nephews. Any portion of a work day used for bereavement leave shall be considered a full day of bereavement leave. An employee shall be eligible to use up to twenty four (24) hours of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren,~~

~~and in laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director for the death of a member of an employee's immediate family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation leave.~~

ARTICLE VI - MILITARY LEAVE

A. MILITARY LEAVE

The provisions relating to military training leave shall be as provided by Nebraska Statutes.

ARTICLE VII - COURT LEAVE

A. WHEN AUTHORIZED

An employee who is required to serve as a juror in a federal, state, county, or municipal court, or as a litigant or witness in a case resulting directly from the discharge of his or her duties as an employee, shall be granted court leave with full pay to serve in that capacity; provided, however, that when the employee is a litigant or witness in non-employment related litigation, such employee shall not be granted court leave but may use vacation leave or compensatory time for the length of such litigation.

B. PROCEDURE

An employee who is called for compensable litigation, witness or jury duty shall present to his or her supervisor the original summons or subpoena from the court, and at the conclusion of such duty, a signed statement from the clerk of the court, or other evidence, showing the actual time in attendance at the court.

C. FEES

Fees received for compensable witness and jury service in a federal, state, county or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof.

ARTICLE VIII - LEAVE WITHOUT PAY

A. The provisions relative to leave without pay shall be as follows:

1. Leave without pay may be granted to an employee for any good cause

when it is in the interest of the City to do so. A Department Director may grant an employee leave without pay for 30 days time. The mayor may extend such leave for a period not to exceed six months. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the return of the employee on leave.

2. Before an employee may request unpaid leave, he or she must first use all eligible leave balances.
3. When leave without pay is requested pursuant to the Family and Medical Leave Act (FMLA) policy, Articles of this contract shall govern to the extent they are not inconsistent with Federal law.

B. Leave without pay shall be subject to the following provisions:

1. At the expiration of leave without pay, the employee shall return to the position held prior to such leave.
2. Vacation and medical leave credits shall not be earned during leave without pay.
3. A leave without pay shall not constitute a break in service, but time off will not be credited toward retirement or the accrual of other benefits.
4. Leave without pay during the introductory period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to complete his or her introductory period on return from leave.
5. Failure to report at the beginning of the next scheduled workday following the expiration of a leave of absence shall be considered resignation unless excused by the City after reasonable notice.
6. An employee on leave without pay shall be permitted to maintain health insurance coverage under the group policy at his or her own expense during such permitted leave without pay.

ARTICLE IX – WORKERS COMPENSATION

~~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 Worker’s 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 150 days, for employees that are injured due to a work related situation. Employees will follow the City’s Light Duty Policy. Any employee who does not willingly return to light duty work who is released by a doctor to do so, shall not be entitled to supplement worker’s compensation benefits with injury or medical leave. All employees in the City of Grand Island are covered by this policy and therefore are on notice from this date forward, that light duty work shall commence immediately from the date of appropriate medical release.

ARTICLE X - GENERAL PROVISIONS CONCERNING 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.

B. LEAVE FORM

Requests for leave must be entered into MUNIS indicating the kind of leave, duration, and dates of departure and return. Requests must be approved prior to the taking of the leave. In the case of unforeseeable medical leave or other emergency situation, the 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.

C. COMPENSATION LIMIT DURING LEAVE

While on leave of any nature, the total compensation paid to an employee including salary, wages, workers compensation benefits and leave pay collected from any other party shall not exceed the employee's net take-home pay at the time of the commencement of the leave plus any allowed and approved cost of living increase which commences during the period of leave.

ARTICLE XI - RETIREMENT PLAN

A. RETIREMENT PLAN

The City agrees that the employees covered under this agreement will participate in the City's mandatory retirement defined contribution plan. Employees shall contribute through deductions from pay seven and one-half (7.5) percent of gross earnings and shall be matched seven and one-half (7.5) percent by the City. Employee eligibility is effective on date of employment. A five (5) year vesting schedule applies to City's contributions.

B. AMENDMENTS

The City reserves the right to change the retirement plan in accordance with mandatory existing and future statutes or federal legislation or regulations.

ARTICLE XII -- SENIORITY

A. SENIORITY

1. Seniority is hereby defined as the employee's length of continuous service in the bargaining unit except as otherwise provided herein.
2. Continuous service as used in Section 1 hereof means an employee's total continuous length of service in the bargaining unit without break or interruption; provided, that lay-off of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay, absence while receiving temporary total disability benefits under the Nebraska Worker's Compensation Act, and any absence due to serving as a union officer or official whether elected or appointed, shall not constitute a break or interruption in service within the meaning of this Article.
3. After an employee satisfactorily completes his initial introductory period of employment with the City, his seniority shall be effective from the date on which the employee was hired in the bargaining unit.

4. A list of employees arranged in order of their seniority as defined herein will be made available for examination by employees upon request by the union.
5. Where two or more employees were hired in the bargaining unit on the same date, their seniority standing shall be determined in the order in which they filed their application for such employment in accordance with the date and time of filing such application.
6. Whenever it is determined to be in the best interest of the City to reduce its workforce, the Director, the Mayor, or City Administrator will recommend the implementation of the reduction. Factors that will be taken into consideration shall include, but are not limited to:
 - The employment policies and staffing needs of the department, together with contracts, ordinances, and statutes related thereto and budgetary considerations
 - Required federal, state, or local certifications or licenses;
 - Seniority;
 - The performance appraisal of the employees affected, including any recent or pending disciplinary actions;
 - The knowledge, skills and abilities of the employee;
 - The multiple job skills recently or currently being performed by the employee.

Upon the receipt of the recommendation, a determination will be made as to the classifications to be affected by a reduction in force and the number of employees to be laid off. A determination as to whether any employees within a job classification should be exempted from consideration due to the existence of a required federal, state, or local certification, or license will also be made at this time.

Employees laid off under this reduction in force policy shall be eligible for recall for a period of 2 years after layoff. If, within 2 years after layoff, a new position is opened within the reduced job classification for the department, the employee shall be recalled in the reverse order of layoff. After 2 years, the employee will have no preference for rehire.

7. If the City elects to fill a position or promote from within a pool of existing City employees, the factors to be considered may include, but are not limited to, those factors listed for consideration for reductions in the workforce in this article.

ARTICLE XIII - RATES OF PAY FOR WORK PERFORMED

A. PAY PLAN

1. Employees, prior to advancing in step or grade, shall be evaluated. Employees

will be considered for pay schedule step increases upon the following schedule. Such adjustments in pay shall be effective on the first day of a pay period falling on or immediately after the classification anniversary. Prior to advancing in a step or grade, employees will be evaluated on their performance at least annually. An employee must have length in step plus satisfactory performance ratings in order to receive an increase in pay, other than a salary table adjustment.

Step ~~1~~ of Hire _____ Entry Level;

~~Steps 2 – 8~~ Upon successful completion of one (1) year of service of the anniversary of the employee’s hire date or the anniversary date of the employee’s promotion or demotion.

~~Next Step~~ Upon the successful completion of six months of service by a new hire;

~~Next Step~~ Upon successful completion of one year of service by a new hire employee;

~~Remaining Steps~~ Upon 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 months, unless otherwise extended by the Department Director.

~~B.~~ **B. SURVEY**

The City and the Union surveyed the following array of cities to determine current labor market comparable salaries and benefits for work performed in the various job classifications covered by this agreement: ~~Ames, Iowa; Iowa City, Iowa, Jefferson City, Missouri, Lawrence, Kansas, Sioux City, Iowa, St. Joseph, Missouri, Rapid City, South Dakota and Manhattan, Kansas~~ Ames, Iowa, Ankeny, Iowa, Bellevue, Nebraska, Council Bluffs, Iowa, Jefferson City, Missouri, Lawrence, Kansas, Manhattan, Kansas, Rapid City, South Dakota and Sioux City, Iowa. Said array conforms to the standards established by the Nebraska Commission of Industrial Relations (CIR). Using the survey results, the Union and the City established a pay range for each class of work covered by this agreement.

C. 201822 – 201923 FISCAL YEAR

See Exhibit “A”, attached hereto, effective the first full pay period on or after October 1, 201822.

D. 2019~~23~~ – 2020~~24~~ FISCAL YEAR

See Exhibit “B”, attached hereto, effective the first full pay period on or after October 1, 2019~~23~~.

E. 2020~~24~~ – 2021~~25~~ FISCAL YEAR

See Exhibit “C”, attached hereto, effective the first full pay period on or after October 1, 2020~~24~~.

~~F. 2021 – 2022 FISCAL YEAR~~

~~See Exhibit “D”, attached hereto, effective the first full pay period on or after October 1, 2021.~~

G.F. LONGEVITY

Effective the first full pay period in October 2018, in addition to an employee's base salary provided for elsewhere in this Agreement, each employee of the bargaining unit shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The following annual longevity pay rate schedule shall apply:

5 years	\$226 250 .00(Beginning 6th Year)
10 years	\$443 500 .00(Beginning 11th Year)
15 years	\$624 750 .00(Beginning 16th Year)
20 years	\$ 7961,000 .00(Beginning 21st Year)
25 years	\$ 9941,500 .00(Beginning 26st Year)
40 years	\$1,174.00 (Beginning 41st Year)

H.G. SHIFT DIFFERENTIAL

Employees 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 the night~~ shift will receive an additional ~~thirty five cents one dollar (\$0.351.00)~~ per hour for wages attributable to those shifts. Other employees who are called back to work or who are on standby duty are not entitled to shift differential. No other classes will receive a stipend.

~~Employees working twelve (12) or ten (10) hour shifts will receive an additional twenty five cents (\$0.25) per hour for wages attributable to the evening shift. The evening shift will be that period designated by the City.~~

I.H. WORKING OUT OF CLASS

~~The department director or his or her designee may temporarily assign an employee to perform the duties and responsibilities of a different position. If the temporary assignment is for a position with a higher pay scale and the employee is assigned to work out of class for more than five (5) consecutive work days, the employee is entitled to compensation, commencing on the sixth (6th) day and thereafter, according to the higher pay scale at the level which will entitle the employee to a pay raise of at least 3%. At the end of the assignment, the employee will return to the rate of pay to which he or she would have been entitled if no out of class assignment had been made.~~

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.

ARTICLE XIV - EMPLOYEE RELATIONS

A. GENERAL

Every employee shall fulfill conscientiously the duties and responsibilities of his or her position. Every employee shall conduct himself or herself at all times in a manner which reflects credit on the City. Every employee shall be impartial in all of his or her official acts and shall in no way endanger nor give occasion for distrust of his or her impartiality.

B. MEMBERSHIP IN UNION

1. An employee shall have the right to join or refrain from joining this union.
2. This union shall not exert pressure on any employee to join it.
3. The union shall not discriminate in membership on the grounds of race, religion, national origin, color, age, or sex.
4. The City agrees to allow the Union access to new hires within the Wastewater Treatment Plant bargaining unit for up to thirty (30) minutes during orientation.

C. GRIEVANCE PROCEDURES

An alleged grievance arising from an employee shall be handled either by

following the City Personnel Rules, or the Grievance Procedure in the manner described below. The employee must choose, prior to beginning the process, to either follow the Personnel Rules or this Grievance Procedure – the employee may not do both. The employee must make this choice within three (3) business days.

A grievance for the purpose of this Agreement refers to a question of the interpretation of the terms of the labor agreement between the City and the Union.

First Step - Any employee who believes that he or she has a justifiable request or grievance shall discuss the request or complaint within five (5) work days with his or her foreman, with or without the Union steward being present, as the employee may elect, in an attempt to settle same.

The foregoing procedure, if followed in good faith by both parties, should lead to a fair and speedy solution of most of the complaints arising out of the day to day operations of City government. However, if a complaint or request has not been satisfactorily resolved in Step 1, it may be presented and must be in writing and processed in Step 2 if the Union steward determines that it constitutes a meritorious grievance. A grievance, to be considered beyond Step 1, must be filed in writing with the foreman on forms provided by the City.

Second Step - If the alleged grievance is determined to be valid, the employee or his or her designated representative shall present it within ten (10) work days after the discussion with the foreman. The supervisor shall notify the employee in writing, within five (5) work days of his or her decision.

Third Step - If the grievance is not settled to the satisfaction of the employee, the employee or designated representative shall present it to the head of the department in writing within five (5) work days of the receipt of the decision of the immediate supervisor. The head of the department, or his or her designated representative, shall consider the grievance and shall notify the employee in writing of a decision within five (5) work days of the receipt of the grievance.

Fourth Step - If the grievance is not settled to the satisfaction of the employee, the employee or designated representative shall present it in writing to the 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 XV - OTHER BENEFITS

A. MEDICAL INSURANCE

The City agrees to provide health, dental, and long-term disability insurance during the term of this agreement for the employee and employee's dependents at the same benefit level and employee contribution level as provided to other City employees under the City's general group insurance plans. The City's general group insurance plan year runs from October 1 through September 30 of each year.

B. CAFETERIA PLAN

The City agrees to implement a pre-tax contribution plan for medical and hospitalization insurance expenses.

C. LIFE INSURANCE

The City will continue to provide a life insurance policy for the employee. Such policy shall contain an option allowing the employee to purchase additional insurance. The premium for the optional insurance shall be paid by the employee. The insurance provided at City cost shall be in the amount of \$50,000 per employee.

The employee will be required to pay the premium on the life insurance policy during any leave of absence without pay for the first sixty days. Thereafter, such employee will be dropped from the life insurance plan. The employee shall pay both the City's premium and his or her optional insurance premium during this period.

D. UNION BULLETIN BOARD

The City agrees to provide space for the Union to erect a bulletin board for each division of sufficient size for the posting of notices of union meetings, union elections, union election results, union appointments to office, and union recreational or social affairs. Any material posted on said bulletin board(s) shall either be on union stationery or otherwise authenticated and authorized by an officer of the union. No item may be posted on the bulletin board(s) unless the item has been approved for posting by the Mayor or his or her designated representative and such approval shall not be unreasonably withheld.

E. HEALTH INSURANCE COMMITTEE

The City agrees to establish and maintain an employee advisory committee to aid in obtaining health and dental insurance.

F. UNIFORMS AND PROTECTIVE CLOTHING

1. The City will pay for one (1) pair of safety glasses and frames for each employee up to the amount allowed by the City's procurement policy. Employees must have eye examinations for prescription glasses at their expense, or have had their eyes checked within the last six (6) months. Employees will be allowed to choose the type of safety frames desired (plastic, combination plastic/metal, or metal). The City will pay for side shields for employees desiring them. The City will pay for replacement or repair of safety glasses accidentally damaged during performance of assigned duties; provided, the employee's supervisor is notified immediately of the damage. The City will also pay for replacement of safety glasses when the employee has an examination showing his or her prescription has changed, said examination to be at the employee's expense. The employee will be responsible for repair of safety glasses damaged during off-duty hours. Safety glasses lost by employees must be replaced at the employee's expense.

2. Upon submission of proof of purchase, the City will reimburse employees

for the purchase of safety steel toe boots or safety toe boots approved by the City to be used on the job. The reimbursement shall not exceed One Hundred-Fifty Dollars (\$150.00) per year, per pair. Two (2) pairs of safety boots are permitted each year.

The City will provide employees a winter coat/jacket and insulated bibs or coveralls that meets high visibility safety standards, to be inspected annually for replacement. In addition, employees will receive five (5) short sleeve work shirts and five (5) long sleeve work shirts, to be inspected annually for replacement. ~~The shirts will also meet the high visibility safety standards.~~ The City may require clothing to meet high visibility safety standards in specific applications.

3. Employees shall be permitted to participate in the uniform program established by the City of Grand Island. The City will pay sixty percent (60%) of the actual cost of providing and cleaning these uniforms. The employee shall pay forty percent (40%) of said cost.

4. Any employee who receives reimbursement and leaves the City within six (6) months of the reimbursement will be required to return said reimbursement on a pro-rated basis.

~~G.~~ G. TRAVEL TIME REIMBURSEMENT

If an employee has to travel for approved City purposes other than a normal commute to and from his or her primary place of work (e.g. work related seminars and training), the employee will receive mileage and compensation consistent with Federal and State law.

~~H.~~ H. BILINGUAL PAY

Employees who are proficient in an approved second language will be paid \$1,500 per calendar year, payable in the second check in November. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Department Director will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Department Director will determine which languages are “approved” based upon the needs of the department as they relate to the demographics of Grand Island.

A test will be given by the Human Resources Department to test the proficiency of the employees in each approved language before an employee is eligible for bilingual pay. The bilingual test will measure, among other things, an employee’s conversational ability.

Bilingual pay will be prorated based on the employee’s average hours worked. An employee that is hired as an interpreter will not be eligible for bilingual pay.

I.- VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION (VEBA)

All employees will be eligible to participate in the group VEBA. A contribution will be made on the employee's behalf each pay period in the amount of 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.

ARTICLE XVI - MANAGEMENT RIGHTS

The following are the prerogative of management and are not subject to the grievance process. Except where limited by provisions elsewhere in these rules, nothing in the rules shall be construed to restrict, limit, or impair the rights, powers, and the authority of the City as granted to it under the laws of the State of Nebraska and City ordinances. These rights, powers, and authority include but are not limited to the following:

1. The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees, provided, that the City, acting through its chief administrative officer, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.
2. This agreement in no way changes the power of the City to exercise any and all powers vested in it by the statutes of the State of Nebraska and the Grand Island City Code except as limited by the terms of this agreement and the principles of collective bargaining and labor law.
3. It is understood and agreed that the City possesses the sole right to operate the Public Works Department and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this contract. These rights include but are not limited to the following:
 - a. Discipline or discharge may be imposed for matters arising under this agreement or the City's Personnel Rules and Regulations, pursuant to Chapter 3 of said rules and regulations.
 - b. Direct the work force.
 - c. Hire, assign, or transfer employees.
 - d. Determine the mission of the City.
 - e. Determine the methods, means, number of personnel needed to

carry out the City's mission.

- f. Introduce new or improved methods or facilities.
 - g. Change existing methods or facilities.
 - h. Lay off employees because of lack of work.
 - i. Contract out for goods or services.
4. This document constitutes the sole and complete arrangement between the parties. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the employer and the Union or any individual employee covered by this agreement is hereby superseded.
5. Any and all matters not specifically mentioned in this agreement are reserved to the City. Matters that are mandatory topics of collective bargaining under applicable law will not be amended without mutual agreement during the term of this contract.

All industrial relations functions of the City shall be handled by the Mayor or his or her designated representative. The Union will not approve or encourage its membership to engage in industrial relations functions with anyone other than the Mayor or his or her designated representative. The Union and its membership agree that it will not contact or deal with any of the members of City Council concerning any aspects of negotiations, grievances, or any other relationship between the Union and the City.

MATTERS NOT MENTIONED

Any and all matters not specifically mentioned in this agreement are reserved to the City. Such matters reserved to the City and all matters specified in ARTICLE XVI above (except No. 3.a.), covering discipline and discharge for just cause) as management rights shall not be subject to the grievance procedures or negotiations during the life of this agreement. Matters that are mandatory topics of collective bargaining under applicable law will not be amended without mutual agreement during the term of this contract. All provisions of Chapters One, 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.

ARTICLE XVII - GENERAL PROVISIONS

1. a. No representative of the Union shall be permitted to come on any job site of the City for any reason without first presenting his or her credentials to the Mayor or Department Director, and obtaining permission to come on the job site of the City. Such permission shall not be unreasonably withheld.

b. One or two stewards shall be selected by the Union to conduct lawful functions on behalf of the employees in the bargaining unit. The Union shall furnish the City with the names of any stewards selected. All stewards shall be regular full time employees of the City. Stewards shall report to the department director or the director's designee prior to leaving work to perform the steward's duties and upon the return to work after performing such duties. Time off to perform such duties is not an unlimited right and reasonable restrictions may be imposed by the City consistent with this contract and applicable labor laws. Such leave will be without pay unless the employees requests to use accumulated vacation or personal leave.
2. The Union agrees that it or its members will not solicit membership in the Union or otherwise carry on Union activities during working hours.
3. The City agrees not to discriminate against any employee on the basis of race, creed, color, sex, age, or national origin, as provided by law.
4. The City and the Union agree not to interfere with the right of employees to become or not to become members of the Union, and further, that there shall be no discrimination or coercion against any employee because of union membership or non-membership.
5. An employee upon promotion, who fails to satisfactorily perform the duties of a classification into which he or she has been promoted during the first thirty days after such promotion, shall have the right to opt back into the classification from which he or she was promoted. He or she shall return to the same pay step held prior to promotion with the same regular status held prior to promotion. Any employee who chooses not to opt out or is not demoted based upon the decision of the supervisor, will need to satisfy the remainder of the six month introductory period.
6. The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the Union or which is in conflict with this agreement.

7. Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the City agrees to deduct the regular, biweekly amounts specified therein from his or her pay for union dues. The effective date of such deduction shall be the second payroll following the filing of the written authorization by the employee with the Finance Director. The Finance Director will remit the collected union dues, together with a list of the employees' names for which the dues are deducted, to the official designated by the union, in writing, by the fifteenth day of the next succeeding month following the deduction. The City agrees not to withhold any initiation fees, assessments, special or otherwise, nor any funds from an employee's pay for the benefit of the union other than regular union dues as set forth herein.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under this Article. This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of operation.

8. 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 XVIII - STRIKES AND LOCKOUTS

1. Neither the Union nor any of its officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be summarily discharged or disciplined by the City.
2. The City will not lock out any employees during the term of the agreement as a result of a labor dispute with the union.

ARTICLE XIX - DURATION OF CONTRACT

1. All of the terms, rights, obligations, benefits and conditions of this agreement will expire on its termination.
2. This agreement shall continue in full force and effect until Midnight on September 30, 20~~22~~25.
3. Negotiations for a new agreement to take effect upon the termination of this agreement may begin any time after March 1, 20~~22~~25.

ARTICLE XX- SEVERABILITY

If any of the provisions of agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of the agreement shall remain full force and effect for the duration of the agreement. Both parties shall then meet and attempt to negotiate a substitute. The union acknowledges that the City must comply with the Nebraska Budget Act.

~~A~~ARTICLE XXI - SCOPE OF AGREEMENT

A. COMPLETE AGREEMENT

The parties mutually agree that this contract constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersedes all previous agreements. This contract shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

B. INTERPRETATION

This Agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

C. NEGOTIATIONS

The parties agree that the negotiations preceding the signing of this Agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

ARTICLE XXII - C.I.R. WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations (CIR) alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, 2018~~22~~ through September 30, 2022~~25~~.

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 _____
JEREMY L. JENSEN ROGER G. STEELE, MAYOR

ATTEST _____
RANAE EDWARDS, CITY CLERK

Dated _____

I.B.E.W. LOCAL 1597

BY _____
PRESIDENT LOCAL 1597

Dated _____

CHIEF STEWARD LOCAL 1597

EXHIBIT A

**IBEW WASTEWATER TREATMENT PLANT SALARY TABLES
FISCAL YEAR 2022 - 2023**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ACCOUNTING TECH	HOURLY	22.2214	23.0207	23.8488	24.7067	25.5954	26.5161	27.4699	29.4817
	9500 BIWEEKLY	1,777.71	1,841.66	1,907.90	1,976.54	2,047.63	2,121.29	2,197.59	2,358.54
	MONTHLY	3,851.71	3,990.26	4,133.78	4,282.50	4,436.53	4,596.13	4,761.45	5,110.17
	ANNUAL	46,220.46	47,883.16	49,605.40	51,390.04	53,238.38	55,153.54	57,137.34	61,322.04

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ADMIN ASST WWTP	HOURLY	20.4435	21.3862	22.3724	23.4041	24.4833	25.6124	26.7934	29.3215
	9510 BIWEEKLY	1,635.48	1,710.90	1,789.79	1,872.33	1,958.66	2,048.99	2,143.47	2,345.72
	MONTHLY	3,543.54	3,706.95	3,877.88	4,056.72	4,243.76	4,439.48	4,644.19	5,082.39
	ANNUAL	42,522.48	44,483.40	46,534.54	48,680.58	50,925.16	53,273.74	55,730.22	60,988.72

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BIOSOLIDS TECH	HOURLY	25.3842	26.5864	27.8455	29.1642	30.5454	31.9920	33.5071	36.7560
	9520 BIWEEKLY	2,030.74	2,126.91	2,227.64	2,333.14	2,443.63	2,559.36	2,680.57	2,940.48
	MONTHLY	4,399.94	4,608.31	4,826.55	5,055.14	5,294.53	5,545.28	5,807.90	6,371.04
	ANNUAL	52,799.24	55,299.66	57,918.64	60,661.64	63,534.38	66,543.36	69,694.82	76,452.48

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
EQUIP OPERATOR	HOURLY	23.2949	24.1918	25.1231	26.0904	27.0949	28.1380	29.2213	31.5147
	9540 BIWEEKLY	1,863.59	1,935.34	2,009.85	2,087.23	2,167.59	2,251.04	2,337.70	2,521.18
	MONTHLY	4,037.78	4,193.24	4,354.68	4,522.33	4,696.45	4,877.25	5,065.02	5,462.56
	ANNUAL	48,453.34	50,318.84	52,256.10	54,267.98	56,357.34	58,527.04	60,780.20	65,550.68

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
FOG PRG MGR	HOURLY	28.7162	29.8661	31.0620	32.3058	33.5994	34.9448	36.3441	39.3130
	9550 BIWEEKLY	2,297.30	2,389.29	2,484.96	2,584.46	2,687.95	2,795.58	2,907.53	3,145.04
	MONTHLY	4,977.48	5,176.80	5,384.08	5,599.66	5,823.89	6,057.09	6,299.65	6,814.25
	ANNUAL	59,729.80	62,121.54	64,608.96	67,195.96	69,886.70	72,685.08	75,595.78	81,771.04

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LD MAINT MECH	HOURLY	28.0427	29.0542	30.1023	31.1881	32.3131	33.4787	34.6863	37.2338
	9600 BIWEEKLY	2,243.42	2,324.34	2,408.18	2,495.05	2,585.05	2,678.30	2,774.90	2,978.70
	MONTHLY	4,860.74	5,036.07	5,217.72	5,405.94	5,600.94	5,802.98	6,012.28	6,453.85
	ANNUAL	58,328.92	60,432.84	62,612.68	64,871.30	67,211.30	69,635.80	72,147.40	77,446.20

EXHIBIT A

**IBEW WASTEWATER TREATMENT PLANT SALARY TABLES
FISCAL YEAR 2022 - 2023**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LD MAINT WRKR	HOURLY	22.9094	23.9698	25.0793	26.2401	27.4547	28.7255	30.0551	32.9018
9624	BIWEEKLY	1,832.75	1,917.58	2,006.34	2,099.21	2,196.38	2,298.04	2,404.41	2,632.14
	MONTHLY	3,970.96	4,154.76	4,347.07	4,548.29	4,758.82	4,979.09	5,209.56	5,702.97
	ANNUAL	47,651.50	49,857.08	52,164.84	54,579.46	57,105.88	59,749.04	62,514.66	68,435.64

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LD WW PLNT OPER	HOURLY	27.5666	28.7509	29.9860	31.2742	32.6178	34.0190	35.4805	38.5945
9750	BIWEEKLY	2,205.33	2,300.07	2,398.88	2,501.94	2,609.42	2,721.52	2,838.44	3,087.56
	MONTHLY	4,778.22	4,983.49	5,197.57	5,420.87	5,653.74	5,896.63	6,149.95	6,689.71
	ANNUAL	57,338.58	59,801.82	62,370.88	65,050.44	67,844.92	70,759.52	73,799.44	80,276.56

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT MECH I	HOURLY	23.7880	24.6914	25.6290	26.6023	27.6125	28.6611	29.7495	32.0519
9620	BIWEEKLY	1,903.04	1,975.31	2,050.32	2,128.18	2,209.00	2,292.89	2,379.96	2,564.15
	MONTHLY	4,123.25	4,279.84	4,442.36	4,611.06	4,786.17	4,967.93	5,156.58	5,555.66
	ANNUAL	49,479.04	51,358.06	53,308.32	55,332.68	57,434.00	59,615.14	61,878.96	66,667.90

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT WORKER	HOURLY	23.0713	23.9096	24.7784	25.6788	26.6118	27.5788	28.5809	30.6957
9625	BIWEEKLY	1,845.70	1,912.77	1,982.27	2,054.30	2,128.94	2,206.30	2,286.47	2,455.66
	MONTHLY	3,999.02	4,144.34	4,294.92	4,450.98	4,612.70	4,780.32	4,954.02	5,320.60
	ANNUAL	47,988.20	49,732.02	51,539.02	53,411.80	55,352.44	57,363.80	59,448.22	63,847.16

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SR EQUIP OPER	HOURLY	27.0346	27.8951	28.7830	29.6992	30.6445	31.6200	32.6264	34.7365
9680	BIWEEKLY	2,162.77	2,231.61	2,302.64	2,375.94	2,451.56	2,529.60	2,610.11	2,778.92
	MONTHLY	4,686.00	4,835.16	4,989.05	5,147.87	5,311.71	5,480.80	5,655.24	6,020.99
	ANNUAL	56,232.02	58,021.86	59,868.64	61,774.44	63,740.56	65,769.60	67,862.86	72,251.92

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
STRMWTR PRG MGR	HOURLY	28.7162	29.8661	31.0620	32.3058	33.5994	34.9448	36.3441	39.3130
9690	BIWEEKLY	2,297.30	2,389.29	2,484.96	2,584.46	2,687.95	2,795.58	2,907.53	3,145.04
	MONTHLY	4,977.48	5,176.80	5,384.08	5,599.66	5,823.89	6,057.09	6,299.65	6,814.25
	ANNUAL	59,729.80	62,121.54	64,608.96	67,195.96	69,886.70	72,685.08	75,595.78	81,771.04

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP LAB TECH	HOURLY	25.4677	26.3821	27.3293	28.3105	29.3269	30.3798	31.4706	33.7709
9723	BIWEEKLY	2,037.42	2,110.57	2,186.34	2,264.84	2,346.15	2,430.38	2,517.65	2,701.67
	MONTHLY	4,414.41	4,572.90	4,737.07	4,907.15	5,083.33	5,265.82	5,454.91	5,853.62

ANNUAL	52,972.92	54,874.82	56,844.84	58,885.84	60,999.90	63,189.88	65,458.90	70,243.42
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EXHIBIT A

**IBEW WASTEWATER TREATMENT PLANT SALARY TABLES
FISCAL YEAR 2022 – 2023**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP OPERATOR I	HOURLY	22.8165	23.6272	24.4668	25.3362	26.2364	27.1687	28.1341	30.1690
9725	BIWEEKLY	1,825.32	1,890.18	1,957.34	2,026.90	2,098.91	2,173.50	2,250.73	2,413.52
	MONTHLY	3,954.86	4,095.39	4,240.90	4,391.62	4,547.64	4,709.25	4,876.58	5,229.29
	ANNUAL	47,458.32	49,144.68	50,890.84	52,699.40	54,571.66	56,511.00	58,518.98	62,751.52

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP OPR II	HOURLY	25.3735	26.2992	27.2586	28.2531	29.2838	30.3521	31.4594	33.7967
9726	BIWEEKLY	2,029.88	2,103.94	2,180.69	2,260.25	2,342.70	2,428.17	2,516.75	2,703.74
	MONTHLY	4,398.07	4,558.54	4,724.83	4,897.21	5,075.85	5,261.04	5,452.96	5,858.10
	ANNUAL	52,776.88	54,702.44	56,697.94	58,766.50	60,910.20	63,132.42	65,435.50	70,297.24

EXHIBIT B

**IBEW WASTEWATER TREATMENT PLANT SALARY TABLES
FISCAL YEAR 2023 – 2024**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ACCOUNTING TECH	HOURLY	23.1102	23.9415	24.8028	25.6950	26.6192	27.5767	28.5687	30.6610
9500	BIWEEKLY	1,848.82	1,915.32	1,984.22	2,055.60	2,129.54	2,206.14	2,285.50	2,452.88
	MONTHLY	4,005.78	4,149.86	4,299.14	4,453.80	4,614.00	4,779.97	4,951.92	5,314.57
	ANNUAL	48,069.32	49,798.32	51,589.72	53,445.60	55,368.04	57,359.64	59,423.00	63,774.88

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ADMIN ASST WWTP	HOURLY	20.6479	21.6438	22.6878	23.7822	24.9293	26.1318	27.3922	30.0985
9510	BIWEEKLY	1,651.83	1,731.50	1,815.02	1,902.58	1,994.34	2,090.54	2,191.38	2,407.88
	MONTHLY	3,578.97	3,751.58	3,932.54	4,122.26	4,321.07	4,529.50	4,747.99	5,217.07
	ANNUAL	42,947.58	45,019.00	47,190.52	49,467.08	51,852.84	54,354.04	56,975.88	62,604.88

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BIOSOLIDS TECH	HOURLY	27.7373	28.9842	30.2872	31.6488	33.0716	34.5584	36.1120	39.4318
9520	BIWEEKLY	2,218.98	2,318.74	2,422.98	2,531.90	2,645.73	2,764.67	2,888.96	3,154.54
	MONTHLY	4,807.79	5,023.94	5,249.79	5,485.78	5,732.42	5,990.12	6,259.41	6,834.84
	ANNUAL	57,693.48	60,287.24	62,997.48	65,829.40	68,788.98	71,881.42	75,112.96	82,018.04

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
EQUIP OPERATOR	HOURLY	24.2267	25.1595	26.1280	27.1340	28.1787	29.2635	30.3902	32.7753
9540	BIWEEKLY	1,938.14	2,012.76	2,090.24	2,170.72	2,254.30	2,341.08	2,431.22	2,622.02
	MONTHLY	4,199.30	4,360.98	4,528.85	4,703.23	4,884.32	5,072.34	5,267.64	5,681.04
	ANNUAL	50,391.64	52,331.76	54,346.24	56,438.72	58,611.80	60,868.08	63,211.72	68,172.52

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
FOG PRG MGR	HOURLY	29.8649	31.0607	32.3045	33.5980	34.9434	36.3426	37.7979	40.8855
9550	BIWEEKLY	2,389.19	2,484.86	2,584.36	2,687.84	2,795.47	2,907.41	3,023.83	3,270.84
	MONTHLY	5,176.58	5,383.86	5,599.45	5,823.65	6,056.85	6,299.39	6,551.63	7,086.82
	ANNUAL	62,118.94	64,606.36	67,193.36	69,883.84	72,682.22	75,592.66	78,619.58	85,041.84

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LD MAINT MECH	HOURLY	29.1644	30.2164	31.3064	32.4356	33.6056	34.8178	36.0738	38.7231
9600	BIWEEKLY	2,333.15	2,417.31	2,504.51	2,594.85	2,688.45	2,785.42	2,885.90	3,097.85
	MONTHLY	5,055.16	5,237.51	5,426.44	5,622.18	5,824.98	6,035.08	6,252.78	6,712.01
	ANNUAL	60,661.90	62,850.06	65,117.26	67,466.10	69,899.70	72,420.92	75,033.40	80,544.10

EXHIBIT B

**IBEW WASTEWATER TREATMENT PLANT SALARY TABLES
FISCAL YEAR 2023 – 2024**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LD MAINT WRKR	HOURLY	26.0480	27.0987	28.1918	29.3290	30.5121	31.7429	33.0234	35.7413
9624	BIWEEKLY	2,083.84	2,167.90	2,255.34	2,346.32	2,440.97	2,539.43	2,641.87	2,859.30
	MONTHLY	4,514.99	4,697.12	4,886.57	5,083.69	5,288.77	5,502.10	5,724.05	6,195.15
	ANNUAL	54,179.84	56,365.40	58,638.84	61,004.32	63,465.22	66,025.18	68,688.62	74,341.80

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LD WW PLNT OPER	HOURLY	28.6693	29.9009	31.1854	32.5252	33.9225	35.3798	36.8997	40.1383
9750	BIWEEKLY	2,293.54	2,392.07	2,494.83	2,602.02	2,713.80	2,830.38	2,951.98	3,211.06
	MONTHLY	4,969.34	5,182.82	5,405.47	5,637.71	5,879.90	6,132.49	6,395.96	6,957.30
	ANNUAL	59,632.04	62,193.82	64,865.58	67,652.52	70,558.80	73,589.88	76,751.48	83,487.56

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT MECH I	HOURLY	24.7395	25.6791	26.6542	27.6664	28.7170	29.8075	30.9395	33.3340
9620	BIWEEKLY	1,979.16	2,054.33	2,132.34	2,213.31	2,297.36	2,384.60	2,475.16	2,666.72
	MONTHLY	4,288.18	4,451.05	4,620.07	4,795.51	4,977.61	5,166.63	5,362.85	5,777.89
	ANNUAL	51,458.16	53,412.58	55,440.84	57,546.06	59,731.36	61,999.60	64,354.16	69,334.72

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT WORKER	HOURLY	23.9941	24.8660	25.7695	26.7060	27.6763	28.6820	29.7241	31.9235
9625	BIWEEKLY	1,919.53	1,989.28	2,061.56	2,136.48	2,214.10	2,294.56	2,377.93	2,553.88
	MONTHLY	4,158.98	4,310.11	4,466.71	4,629.04	4,797.22	4,971.55	5,152.18	5,533.41
	ANNUAL	49,907.78	51,721.28	53,600.56	55,548.48	57,566.60	59,658.56	61,826.18	66,400.88

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SR EQUIP OPER	HOURLY	28.1160	29.0109	29.9343	30.8872	31.8703	32.8848	33.9315	36.1260
9680	BIWEEKLY	2,249.28	2,320.87	2,394.74	2,470.98	2,549.62	2,630.78	2,714.52	2,890.08
	MONTHLY	4,873.44	5,028.55	5,188.60	5,353.79	5,524.18	5,700.02	5,881.46	6,261.84
	ANNUAL	58,481.28	60,342.62	62,263.24	64,245.48	66,290.12	68,400.28	70,577.52	75,142.08

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
STRMWTR PRG MGR	HOURLY	29.8649	31.0607	32.3045	33.5980	34.9434	36.3426	37.7979	40.8855
9690	BIWEEKLY	2,389.19	2,484.86	2,584.36	2,687.84	2,795.47	2,907.41	3,023.83	3,270.84
	MONTHLY	5,176.58	5,383.86	5,599.45	5,823.65	6,056.85	6,299.39	6,551.63	7,086.82
	ANNUAL	62,118.94	64,606.36	67,193.36	69,883.84	72,682.22	75,592.66	78,619.58	85,041.84

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP LAB TECH	HOURLY	26.4864	27.4374	28.4225	29.4429	30.5000	31.5950	32.7294	35.1217
9723	BIWEEKLY	2,118.91	2,194.99	2,273.80	2,355.43	2,440.00	2,527.60	2,618.35	2,809.74
	MONTHLY	4,590.97	4,755.81	4,926.57	5,103.43	5,286.67	5,476.47	5,673.09	6,087.77

ANNUAL	55,091.66	57,069.74	59,118.80	61,241.18	63,440.00	65,717.60	68,077.10	73,053.24
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EXHIBIT B

**IBEW WASTEWATER TREATMENT PLANT SALARY TABLES
FISCAL YEAR 2023 – 2024**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP OPERATOR I	HOURLY	23.7291	24.5723	25.4455	26.3496	27.2859	28.2554	29.2595	31.3757
9725	BIWEEKLY	1,898.33	1,965.78	2,035.64	2,107.97	2,182.87	2,260.43	2,340.76	2,510.06
	MONTHLY	4,113.05	4,259.19	4,410.55	4,567.27	4,729.55	4,897.60	5,071.65	5,438.46
	ANNUAL	49,356.58	51,110.28	52,926.64	54,807.22	56,754.62	58,771.18	60,859.76	65,261.56

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP OPR II	HOURLY	26.3884	27.3512	28.3489	29.3832	30.4552	31.5662	32.7178	35.1486
9726	BIWEEKLY	2,111.07	2,188.10	2,267.91	2,350.66	2,436.42	2,525.30	2,617.42	2,811.89
	MONTHLY	4,573.99	4,740.88	4,913.81	5,093.10	5,278.91	5,471.48	5,671.08	6,092.43
	ANNUAL	54,887.82	56,890.60	58,965.66	61,117.16	63,346.92	65,657.80	68,052.92	73,109.14

EXHIBIT C

**IBEW WASTEWATER TREATMENT PLANT SALARY TABLES
FISCAL YEAR 2024 – 2025**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ACCOUNTING TECH	HOURLY	24.0346	24.8992	25.7949	26.7228	27.6840	28.6798	29.7114	31.8874
9500	BIWEEKLY	1,922.77	1,991.94	2,063.59	2,137.82	2,214.72	2,294.38	2,376.91	2,550.99
	MONTHLY	4,166.00	4,315.87	4,471.11	4,631.94	4,798.56	4,971.16	5,149.97	5,527.15
	ANNUAL	49,992.02	51,790.44	53,653.34	55,583.32	57,582.72	59,653.88	61,799.66	66,325.74

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
ADMIN ASST WWTP	HOURLY	21.4738	22.5096	23.5953	24.7335	25.9265	27.1771	28.4879	31.3024
9510	BIWEEKLY	1,717.90	1,800.77	1,887.62	1,978.68	2,074.12	2,174.17	2,279.03	2,504.19
	MONTHLY	3,722.12	3,901.67	4,089.84	4,287.14	4,493.93	4,710.70	4,937.90	5,425.75
	ANNUAL	44,665.40	46,820.02	49,078.12	51,445.68	53,927.12	56,528.42	59,254.78	65,108.94

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
BIOSOLIDS TECH	HOURLY	30.3085	31.5984	32.9431	34.3451	35.8067	37.3306	38.9193	42.3024
9520	BIWEEKLY	2,424.68	2,527.87	2,635.45	2,747.61	2,864.54	2,986.45	3,113.54	3,384.19
	MONTHLY	5,253.47	5,477.05	5,710.14	5,953.16	6,206.50	6,470.64	6,746.00	7,332.41
	ANNUAL	63,041.68	65,724.62	68,521.70	71,437.86	74,478.04	77,647.70	80,952.04	87,988.94

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
EQUIP OPERATOR	HOURLY	25.1958	26.1659	27.1731	28.2194	29.3058	30.4340	31.6058	34.0863
9540	BIWEEKLY	2,015.66	2,093.27	2,173.85	2,257.55	2,344.46	2,434.72	2,528.46	2,726.90
	MONTHLY	4,367.26	4,535.42	4,710.01	4,891.36	5,079.66	5,275.23	5,478.33	5,908.28
	ANNUAL	52,407.16	54,425.02	56,520.10	58,696.30	60,955.96	63,302.72	65,739.96	70,899.40

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
FOG PRG MGR	HOURLY	31.0595	32.3031	33.5967	34.9419	36.3411	37.7963	39.3098	42.5209
9550	BIWEEKLY	2,484.76	2,584.25	2,687.74	2,795.35	2,907.29	3,023.70	3,144.78	3,401.67
	MONTHLY	5,383.65	5,599.21	5,823.44	6,056.59	6,299.13	6,551.35	6,813.69	7,370.29
	ANNUAL	64,603.76	67,190.50	69,881.24	72,679.10	75,589.54	78,616.20	81,764.28	88,443.42

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LD MAINT MECH	HOURLY	30.3310	31.4251	32.5587	33.7330	34.9498	36.2105	37.5168	40.2720
9600	BIWEEKLY	2,426.48	2,514.01	2,604.70	2,698.64	2,795.98	2,896.84	3,001.34	3,221.76
	MONTHLY	5,257.37	5,447.02	5,643.52	5,847.05	6,057.96	6,276.49	6,502.90	6,980.48
	ANNUAL	63,088.48	65,364.26	67,722.20	70,164.64	72,695.48	75,317.84	78,034.84	83,765.76

EXHIBIT C

**IBEW WASTEWATER TREATMENT PLANT SALARY TABLES
FISCAL YEAR 2024 – 2025**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LD MAINT WRKR	HOURLY	29.6165	30.6360	31.6906	32.7815	33.9099	35.0772	36.2846	38.8257
9624	BIWEEKLY	2,369.32	2,450.88	2,535.25	2,622.52	2,712.79	2,806.18	2,902.77	3,106.06
	MONTHLY	5,133.53	5,310.24	5,493.04	5,682.13	5,877.71	6,080.06	6,289.34	6,729.80
	ANNUAL	61,602.32	63,722.88	65,916.50	68,185.52	70,532.54	72,960.68	75,472.02	80,757.56

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
LD WW PLNT OPER	HOURLY	29.8161	31.0969	32.4328	33.8262	35.2794	36.7950	38.3757	41.7438
9750	BIWEEKLY	2,385.29	2,487.75	2,594.62	2,706.10	2,822.35	2,943.60	3,070.06	3,339.50
	MONTHLY	5,168.13	5,390.13	5,621.68	5,863.22	6,115.09	6,377.80	6,651.80	7,235.58
	ANNUAL	62,017.54	64,681.50	67,460.12	70,358.60	73,381.10	76,533.60	79,821.56	86,827.00

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT MECH I	HOURLY	25.7291	26.7063	27.7204	28.7731	29.8657	30.9998	32.1771	34.6674
9620	BIWEEKLY	2,058.33	2,136.50	2,217.63	2,301.85	2,389.26	2,479.98	2,574.17	2,773.39
	MONTHLY	4,459.72	4,629.08	4,804.87	4,987.34	5,176.73	5,373.29	5,577.37	6,009.01
	ANNUAL	53,516.58	55,549.00	57,658.38	59,848.10	62,120.76	64,479.48	66,928.42	72,108.14

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
MAINT WORKER	HOURLY	24.9539	25.8606	26.8003	27.7742	28.7834	29.8293	30.9131	33.2005
9625	BIWEEKLY	1,996.31	2,068.85	2,144.02	2,221.94	2,302.67	2,386.34	2,473.05	2,656.04
	MONTHLY	4,325.34	4,482.51	4,645.38	4,814.20	4,989.12	5,170.40	5,358.28	5,754.75
	ANNUAL	51,904.06	53,790.10	55,744.52	57,770.44	59,869.42	62,044.84	64,299.30	69,057.04

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
SR EQUIP OPER	HOURLY	29.2407	30.1713	31.1317	32.1227	33.1451	34.2002	35.2888	37.5710
9680	BIWEEKLY	2,339.26	2,413.70	2,490.54	2,569.82	2,651.61	2,736.02	2,823.10	3,005.68
	MONTHLY	5,068.40	5,229.68	5,396.17	5,567.94	5,745.16	5,928.04	6,116.72	6,512.31
	ANNUAL	60,820.76	62,756.20	64,754.04	66,815.32	68,941.86	71,136.52	73,400.60	78,147.68

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
STRMWTR PRG MGR	HOURLY	31.0595	32.3031	33.5967	34.9419	36.3411	37.7963	39.3098	42.5209
9690	BIWEEKLY	2,484.76	2,584.25	2,687.74	2,795.35	2,907.29	3,023.70	3,144.78	3,401.67
	MONTHLY	5,383.65	5,599.21	5,823.44	6,056.59	6,299.13	6,551.35	6,813.69	7,370.29
	ANNUAL	64,603.76	67,190.50	69,881.24	72,679.10	75,589.54	78,616.20	81,764.28	88,443.42

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP LAB TECH	HOURLY	27.5458	28.5349	29.5594	30.6206	31.7200	32.8588	34.0386	36.5266
9723	BIWEEKLY	2,203.66	2,282.79	2,364.75	2,449.65	2,537.60	2,628.70	2,723.09	2,922.13
	MONTHLY	4,774.60	4,946.05	5,123.63	5,307.58	5,498.13	5,695.52	5,900.03	6,331.28

ANNUAL	57,295.16	59,352.54	61,483.50	63,690.90	65,977.60	68,346.20	70,800.34	75,975.38
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EXHIBIT C

**IBEW WASTEWATER TREATMENT PLANT SALARY TABLES
FISCAL YEAR 2024 – 2025**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP OPERATOR I	HOURLY	24.6783	25.5552	26.4633	27.4036	28.3773	29.3856	30.4299	32.6307
9725	BIWEEKLY	1,974.26	2,044.42	2,117.06	2,192.29	2,270.18	2,350.85	2,434.39	2,610.46
	MONTHLY	4,277.56	4,429.58	4,586.96	4,749.96	4,918.72	5,093.51	5,274.51	5,656.00
	ANNUAL	51,330.76	53,154.92	55,043.56	56,999.54	59,024.68	61,122.10	63,294.14	67,871.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
WWTP OPR II	HOURLY	27.4439	28.4452	29.4829	30.5585	31.6734	32.8288	34.0265	36.5545
9726	BIWEEKLY	2,195.51	2,275.62	2,358.63	2,444.68	2,533.87	2,626.30	2,722.12	2,924.36
	MONTHLY	4,756.94	4,930.51	5,110.37	5,296.81	5,490.05	5,690.32	5,897.93	6,336.11
	ANNUAL	57,083.26	59,166.12	61,324.38	63,561.68	65,880.62	68,283.80	70,775.12	76,033.36

RESOLUTION 2022-277

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City Of Grand Island (City) has the authority to make all contracts and do all other acts in relation to the property and concerns of the City necessary to the exercise of its corporate powers; and

WHEREAS, an employee bargaining unit at the City of Grand Island is represented by the International Brotherhood of Electrical Workers (IBEW), Local 1597 Wastewater Treatment Plant and

WHEREAS, representatives of the City and the IBEW met to negotiate a labor agreement, and

WHEREAS, the City reached an agreement with the IBEW and the agreement has been presented to City Council for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the Labor Agreement by and between the City of Grand Island and the International Brotherhood of Electrical Workers, Local 1597 Wastewater Treatment Plant for the period of October 1, 2022 through September 30, 2025.

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Adopted by the City Council of the City of Grand Island, Nebraska, on September 27, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 23, 2022	☐ City Attorney



City of Grand Island

Tuesday, September 27, 2022

Council Session

Item J-1

Approving Payment of Claims for the Period of September 14, 2022 through September 27, 2022

The Claims for the period of September 14, 2022 through September 27, 2022 for a total amount of \$9,841,352.53. A MOTION is in order.

Staff Contact: Patrick Brown