
City of Grand Island



Tuesday, October 25, 2022 Council Session Agenda

City Council:

Jason Conley
Michelle Fitzke
Bethany Guzinski
Chuck Haase
Maggie Mendoza
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Justin Scott
Mark Stelk

Mayor:

Roger G. Steele

City Administrator:

Jerry Janulewicz

City Clerk:

RaNae Edwards

7:00 PM

Council Chambers - City Hall
100 East 1st Street, Grand Island, NE 68801

Call to Order

This is an open meeting of the Grand Island City Council. The City of Grand Island abides by the Open Meetings Act in conducting business. A copy of the Open Meetings Act is displayed in the back of this room as required by state law.

The City Council may vote to go into Closed Session on any agenda item as allowed by state law.

Invocation - Pastor Todd Bowen, Grace Covenant Church, 418 West 12th 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, October 25, 2022

Council Session

Item E-1

Public Hearing on Comprehensive Plan Amendment for Changes to the Future Land Use Map for Property Located between Capital Avenue and Airport Road and Broadwell Avenue and Webb Road in Grand Island, Nebraska

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: October 25, 2022

Subject: Amend the Future Land Use Map of the Grand Island Comprehensive Plan for the Former Veterans' Home Property and Surrounding Area North of Capital Avenue and West of Broadwell Avenue

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

Background

Staff is recommending amendments to the future land use map for the city Grand Island for the area around the former veterans' home. The proposed changes are consistent with the Veteran's Legacy Plan. The current designation for this area identifies the future land use a public. The Veteran's Legacy Plan envisions a variety of recreational uses along with commercial, office and residential development across the site. These change swill facilitate the redevelopment of this property.

The memo and recommendation sent to the Planning Commission is attached

Discussion

At the regular meeting of the Regional Planning Commission, held October 6, 2021 the above item was considered following a public hearing. Hearing for both the future land use map change and a recommendation on the redevelopment plan were held at the same time.

O'Neill opened the public hearing.

Nabity stated the Future Land Use Map from the Grand Island Comprehensive Plan identified the area of the Veteran's Home as public. The updated Veterans Legacy Project Master Plan shows uses of mixed use developments with some commercial, residential, housing and office uses. Based on the proposed development in the area it is appropriate to consider changes to the future land use map that would allow for more of a mixed use designation. The proposed changes facilitate development north of Capital Ave in accordance to the vision of the Veterans Legacy Project Master Plan. These changes would allow for the creation of a mixed use developments north of Capital Ave and South of Airport

Rd. While preserving property for public uses around Eagle Scout Park, the Veteran's Ball Fields and the Veteran's Cemetery. The Regional Planning Commission recommends that the Grand Island City Council change the Future Land Use Component of the Grand Island Comprehensive Plan.

O'Neill closed the public hearing.

A motion was made by Randone and second by Rainforth to approve the Comprehensive Plan Amendment Grand Island.

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

Alternatives

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

1. Approve the comprehensive plan amendment as presented
2. Modify the comprehensive plan amendment to meet the wishes of the Council
3. Deny the comprehensive plan amendment
4. Postpone the issue

Recommendation

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

Sample Motion

Move to approve the resolution as presented.

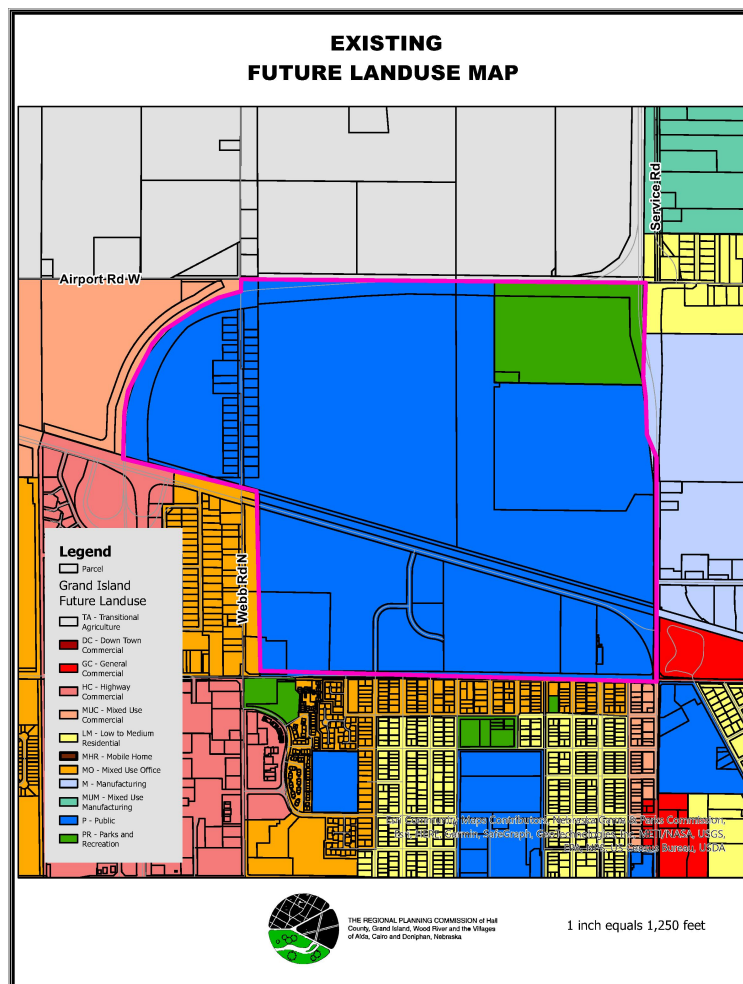
Agenda Item #4

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

September 20, 2022

SUBJECT: *Future Land Use Map Change (C-01-23GI)*

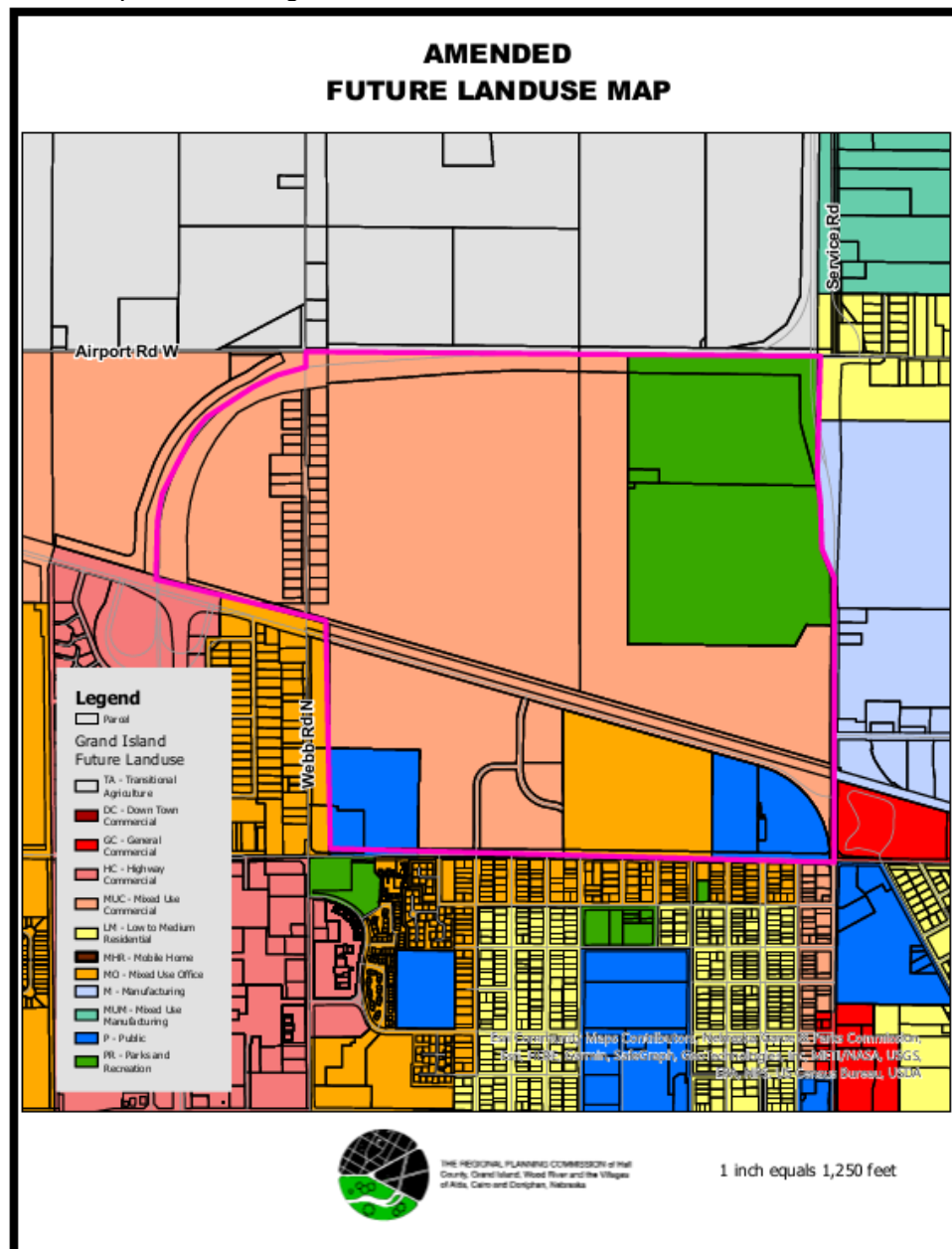
PROPOSAL: This proposal includes approximately 700 acres of land north of Capital Ave, west of Broadwell Ave, south of Airport Rd and east of US Highway 281. Staff is recommending amendments to spur development within the area and in the recognition of the change of status of the Old Veteran's Home property from public to private ownership. Changes to the Future Landuse Map would allow for consistency with the zoning as it stands today. As shown in the area outlined in blue on the map below the northeast 57 acres is planned for Parks and Recreation and the remaining 643 acres was designated as Public. The property is located within the Grand Island municipal limits.



OVERVIEW

Staff is recommending three amendments to the Grand Island Comprehensive Plan and Future Land Use map within the area outlined in blue on the map. The first would extend the park and recreation designation south of its current location to encompass approximately 78 acres of existing park infrastructure including softball, baseball, soccer and football fields along Broadwell Ave. The second is to change the proposed future use of the former Veterans Home site approximately 44 acres north of Capital Ave from public to mix use office. The third is to change approximately 464 acres from public to mix used commercial. These changes as proposed will allow for some flexibility in the development across the area

A map of the requested changes is shown below.



EVALUATION:

The Grand Island Comprehensive Plan and this Future Land Use Map were approved in 2004. With the development anticipated at the former Veteran's Home site, staff is recommending changes that would align with the current zoning district and the proposed development.

This property was in the Grand Island City Limits and was initially designated to be used for Public purposes. Based on the proposed development in the area it is appropriate to consider changes to the future land use map that would allow for more of a mixed use designation.

The proposed changes facilitate development north of Capital Ave in accordance to the vision of the Veterans Legacy Project Master Plan. These changes would allow for the creation of a mixed use developments north of Capital Ave and South of Airport Rd. While preserving property for public uses around Eagle Scout Park, the Veteran's Ball fields and the Veteran's Cemetery

RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council change the Future Land Use Component of the Grand Island Comprehensive Plan.

_____ Chad Nabity AICP, Planning Director



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item E-2

Public Hearing on Redevelopment Plan for CRA No. 16 for Property Located at 2206 and 2300 Capital Avenue (Veteran's Home), Grand Island, Nebraska for Residential Purposes (Liberty Campus, GI LLC)

Council action will take place under Resolutions item I-2.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: October 25, 2022

Subject: Site Specific Redevelopment Plan for CRA Area #16
Liberty Campus GI LLC – Liberty Campus

Presenter(s): Chad Nabity, AICP CRA Director

Background

Liberty Campus GI LLC is proposing to redevelop a portion of the former veteran's home property. This plan deals specifically with the Pershing and Anderson Buildings at the southwest corner of the property north of Capital Avenue and east Custer Street extended. The proposed plan would redevelop these buildings into 48 one and two bedroom apartments. The units will be available to low income individuals with a preference for veterans, gold star families and veteran spouses. The property is currently zoned RO Residential Office and these uses would be consistent with the existing zoning. Staff has prepared a redevelopment plan for this property consistent with the TIF application.

The CRA reviewed the proposed development plan on September 21, 2022 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on October 5, 2022. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on October 5, 2022. The Planning Commission approved Resolution 2023-01 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved Resolution 410 forwarding the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration.

Discussion

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #28 and authorizes the CRA to execute a contract for TIF based on the plan amendment and to find that this project would not be financially feasible at this location without the use of TIF. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for the acquisition of the property as well as the site work, renovation and utilities. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The bond for this project will be issued for a period of 15 years. The proposed bond for this project will be issued for the amount of \$715,000

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment
Grand Island CRA Area 1
September 2022**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 16 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a redevelopment project in Area 16.

Executive Summary:

Project Description

THE REDEVELOPMENT OF THE PERSHING AND ANDERSON BUILDING LOCATED AT THE SOUTHWEST CORNER OF THE VETERAN’S HOME PROPERTY NORTH OF CAPITAL AVENUE AND EAST OF BROADWELL AVENUE INCLUDING FIRE/LIFE SAFETY IMPROVEMENTS AND BUILDING REHABILITATION AND REMODELING FOR RESIDENTIAL PURPOSES.

The use of Tax Increment Financing to aid in rehabilitation expenses associated with redevelopment of the two of the buildings on the veterans home campus. The developer is proposing to reuse these existing buildings and create 48 units of apartments (35 one bedroom one bath; 12 two bedroom one bath and 1 two bedroom two bath) within the buildings. This project would not be feasible without the use of TIF along with funding from the Nebraska Investment Finance Authority and Historic Tax Credits.

Liberty Campus GI., LLC purchased will acquire the property for redevelopment from the HELP Foundation of Nebraska, both are subsidiaries of The White Lotus Group a development company based in Omaha, Nebraska. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the remodeling and rehabilitation of these buildings.

The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2024 towards the allowable costs and associated financing for rehabilitation.

TAX INCREMENT FINANCING TO PAY FOR THE REHABILITATION OF THE PROPERTY WILL COME FROM THE FOLLOWING REAL PROPERTY:

Property Description (the “Redevelopment Project Area”)

These buildings are located at the southwest corner of the veterans home campus at 2206 Capital Avenue in Grand Island Nebraska, the attached map identifies the subject property and the surrounding land uses.

Legal Descriptions: Part of the South ½ of Section 5, Township 11north, Range 9 West of the 6th P.M in the City of Grand Island, Hall County, Nebraska. Proposed for platting as Lot 3 of the Liberty Campus Subdivision



Existing Land Use and Subject Property

The tax increment will be captured for the tax years the payments for which become delinquent in years 2024 through 2038 inclusive.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from rehabilitation of this portion of the buildings residential uses as permitted in the RO Residential Office Zone.

Statutory Pledge of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution providing for the issuance of the TIF Note, the Authority hereby provides that any ad valorem tax on the Redevelopment Project Area for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in the Redevelopment Contract, consistent with this Redevelopment Plan. Said taxes shall be divided as follows:

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on June 25, 2019.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to rehabilitate the building for permitted uses on this property as defined by the current and effective zoning regulations. The Hall County Regional Planning Commission held a public hearing at their meeting on October 5, 2022 and passed Resolution 2023-01 confirming that this project is consistent with the Comprehensive Plan for the City of Grand Island.

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

a. Land Acquisition:

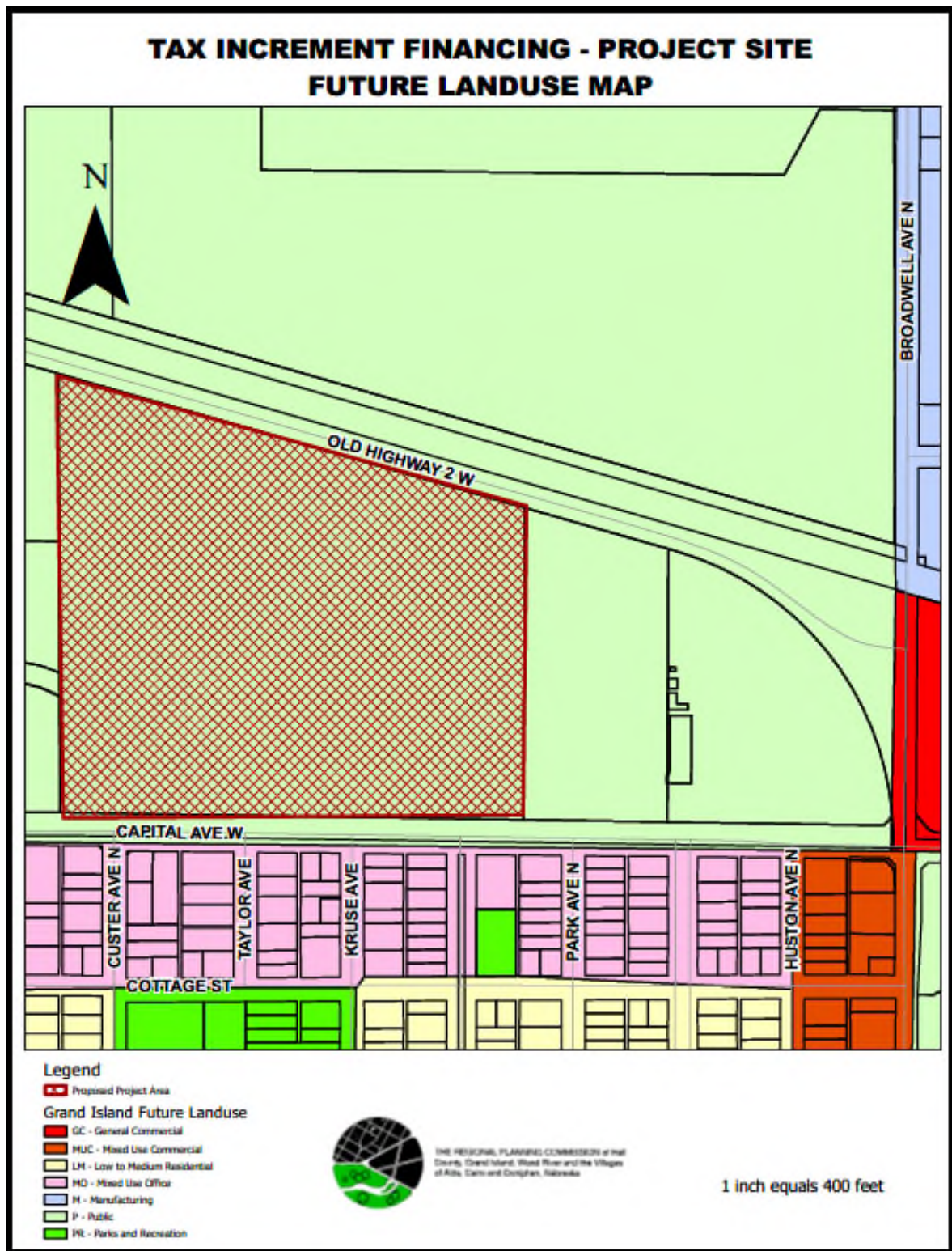
The Redevelopment Plan for Area 16 provides for real property acquisition and this plan amendment does not prohibit such acquisition. The developer has acquired the property and will be transferring it to for profit sister company. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

The project to be implemented with this plan does not provide for the demolition and removal any structures on this property. Demotion of internal structures to accommodate the redevelopment is anticipated and permitted.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. All of the area around the site in private ownership is planned for public development as this property was owned by the State of Nebraska; the proposed use for housing targeted at individuals age 55 and over is similar to the previous use of this property. Changes to the Future Land Use map are under consideration along with this redevelopment plan. This property is in private ownership. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]



City of Grand Island Future Land Use Map

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

The area is zoned RO-Residential Office zone. No zoning changes are anticipated with this project. It is anticipated that Custer Avenue will be extended north of Capital avenue to the south and west of this property to connect to Custer Avenue as it is platted on the adjoining property to the west.. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is rehabilitating the existing buildings. The developer is not proposing to increase the size of the building and current building meets the applicable regulations regarding site coverage and intensity of use. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

- Sewer and water are available to support this development.
- Electric utilities are sufficient for the proposed use of this building.
- No other utilities would be impacted by the development.
- The developer will be responsible for replacing any sidewalks damaged during construction of the project.

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

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This property is vacant and has not been used for any residential purposes. [§18-2103.02]

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

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

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

The property was transferred to the H.E.L.P Foundation of Nebraska for redevelopment. The estimated costs of rehabilitation of this property is \$10,170,000. Demolition is expected to cost \$380,000. Sitework and grading at \$200,000. Architecture and planning expenses are estimated at \$135,000 Legal, Developer and Audit Fees of \$1,930,000 for reimbursement to the City and the CRA for costs to prepare the contract and monitor the project over the course of the development are included in the eligible expenses. The total of eligible expenses for this project exceeds \$14,000,000.

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$715,000 from the proceeds of the TIF. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2024 through December 2038.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

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

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions. This will accomplish the goal preserving these historic buildings with new uses.

8. Time Frame for Development

Development of this project is anticipated to be completed by December 2023. Excess valuation should be available for this project for 15 years beginning with the 2024 tax year.

9. Justification of Project

These buildings at the former Grand Island Veterans' Home in north central Grand Island will be preserved with this project. The developer intends to make the units available to persons aged 55 and over with a preference for veterans, gold star families and the surviving spouse of a veteran. This proposed use will provide housing in Grand Island and honor the history of the Veterans' Home.

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

As authorized in the Nebraska Community Development Law, §18-2147, *Neb. Rev. Stat.* (2012), the City of Grand Island has analyzed the costs and benefits of the proposed Redevelopment Project, including:

Project Sources and Uses. Approximately \$715,000 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$16,715,000 in private sector financing; a private investment of \$23.78 for every TIF dollar invested.

Use of Funds Description	Source of funds		
	TIF Funds	Private Funds	Total
Building Acquisition		\$3,060,000	\$3,060,000
Renovation Costs		\$10,170,000	\$10,170,000
Demolition	\$380,000		\$380,000
Grading/Dirtwork	\$200,000		\$200,000
Planning (Arch. & Eng.)	\$135,000	\$355,000	\$490,000
Financing fees/ audit		\$320,000	\$320,000
Legal/ TIF contract		\$160,000	\$160,000
Developer Fees		\$1,450,000	\$1,450,000
Other		\$1,200,000	\$1,200,000
Total	\$715,000	\$16,715,000	\$17,430,000

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2024, valuation of approximately \$5,085,000. Based on the 2021 levy this would result in a real property tax of approximately \$110,262. It is anticipated that the assessed value will increase by \$4,685,000 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$101,589 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2023 assessed value:	\$400,000
Estimated value after completion	\$5,085,000
Increment value	\$4,685,000
Annual TIF generated (estimated)	\$101,598
TIF bond issue	\$715,000

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

The redevelopment project area currently has an estimated valuation of \$400,000. The proposed redevelopment will create additional valuation of \$4,685,000. A tax shift of \$715,000 is anticipated from the project. It is not anticipated that any additional tax burdens will be assumed by public entities as a result of this project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient capacity to support the development. It is not anticipated that this will impact schools in any significant way. Fire and police protection are available and should not be negatively impacted by this development.

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

This will provide additional residential options in Grand Island.

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

This project will not have a negative impact on other employers in any manner different from any other similar housing projects within the Grand Island area.

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

This development will have a minimal impact on the Grand Island School system as it will likely not result in any increased attendance. The plan for this development is that the units will be marketed to seniors aged 55 and older with a preference for veterans. This does not preclude the possibility of renting to non-veterans or those younger than age 55. The majority of the units to be developed with this project are one bedroom units (Anderson building 10 of 17; Pershing Building 25 of 31) and unlikely to be a family units, especially for families with school age children, with the rest planned as two bedroom units (Anderson 7 of 17; Pershing 6 of 31).

The average number of persons per household in Grand Island for 2015 to 2019 according the American Community Survey is 2.61. According to the 2010 census 19.2% of the population of Grand Island was between the ages of 5 and 18. 2020 census number for this population cohort are not yet available but 27.6% of the 2021 population is less than 18 years of age this is the same percentage as the under 18 age cohort in 2010. If the averages hold it would be expected that there would be a maximum of 25 school age children generated by this development though that is mitigated by the fact that there a majority (35 of 48) of these units are 1 bedroom units. If the one bedroom units are excluded a maximum of 7

school age children would be generated by this development

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

This project is consistent the goals of the Council and the CRA to breath life back into the Veterans Home property. The property has been vacant since the home moved to Kearney in 2016. This property was conveyed to the CRA and then immediately to the developer on July 15, 2020.

Time Frame for Development

Development of this project is anticipated to be completed December 2023. The base tax year should be calculated on the value of the property as of January 1, 2024. Excess valuation should be available for this project for 15 years beginning in 2024 with taxes due in 2024. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$715,000 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the rehabilitation the developer will spend at least \$14,000,000.on TIF eligible activities in excess of other grants given.



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name:

Liberty Campus GI, LLC

Address:

10404 Essex Court, Suite 101 Omaha NE 68114

Telephone No.: 402.408.0005

Fax No.: 402.344.2861

Email: abullington@whitelotusgroup.com

Contact:

Alex Bullington

Application Submission Date: 8/5/2022

Brief Description of Applicant's Business:

Community developer.

Legal Description/Address of Proposed Project

MISCELLANEOUS TRACTS 5-11-9 TO THE CITY OF GRAND ISLAND 44.76AC S-T-R: 0-11-9 2300 W CAPITAL AVE NE

Community Redevelopment Area Number

Present Ownership Proposed Project Site:
HELP Foundation of Omaha, Inc

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

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

Please see attachment A.

Please note that this TIF application is only for Phase 1 of the project - the
redevelopment of the Anderson and Pershing buildings on the former Grand Island
Veterans Home Campus.

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land	\$ <u>0.00</u>
B. Building	\$ <u>3,060,000.00</u>

Construction Costs:

A. Renovation or Building Costs:	\$ <u>10,170,000.00</u>
B. On-Site Improvements:	
Sewer	\$ _____
Water	\$ _____
Electric	\$ _____
Gas	\$ _____
Public Streets/Sidewalks	\$ _____

Private Streets	\$ _____
Trails	\$ _____
Grading/Dirtwork/Fill	\$ 200,000.00
Demolition	\$ 380,000.00
Other	\$ _____
Total	\$ _____

Soft Costs:

A. Architectural & Engineering Fees:	\$ 490,000.00
B. Financing Fees:	\$ 320,000.00
C. Legal	\$ 160,000.00
D. Developer Fees:	\$ 1,450,000.00
E. Audit Fees	\$ _____
F. Contingency Reserves:	\$ _____
G. Other (Please Specify)	\$ 1,200,000.00
TOTAL	\$ 17,430,000.00

Total Estimated Market Value at Completion: \$ 5,085,000.00

Source for Estimated Market Value County Assessor

Source of Financing:

A. Developer Equity:	\$ 415,000.00
B. Commercial Bank Loan:	\$ _____
C. Tax Credits:	
1. N.I.F.A.	\$ 9,999,000.00
2. Historic Tax Credits	\$ 2,751,000.00
3. New Market Tax Credits	\$ _____
4. Opportunity Zone	\$ _____
D. Industrial Revenue Bonds:	\$ _____
E. Tax Increment Assistance:	\$ 715,000.00
F. Enhanced Employment Area	\$ _____

G. Nebraska Housing Trust Fund

\$ _____

H. Other

\$ 3,550,000.00

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

A&E
DLR Group
Matthew Gulsvig
6457 Frances St, Omaha, NE 68106
402.972.4066

GC
Chief Construction
Roger Bullington
3935 Westgate Rd, Grand Island, NE 68803
308.389.7288

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

Please see Exhibit B.

Project Construction Schedule:

Construction Start Date:

Pending NIFA Funding but anticipated to be no later than Q1 2023

Construction Completion Date:

Anticipated to be Q4 2023

If Phased Project:

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

XII. Please Attach Construction Pro Forma

XIII. Please Attach Annual Income & Expense Pro Forma

(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

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

TIF will represent some of the soft costs, grading and dirt work and internal demolition that will be needed as we restore these historic buildings back to life.

This project cannot support any additional debt and remain cash flow positive which is why TIF will be such an important part of our capital stack.

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

Liberty Campus GI, LLC is requesting TIF for the redevelopment of the Anderson and Pershing buildings on the former Grand Island Veterans Home campus. The campus has such rich history in serving our veterans, and we want to honor our veterans, our seniors & their families by revitalizing the Grand Island historic campus into a vibrant inter-generational facility.

Imagine a space that is not only beautiful, but safe, family-friendly, vibrant and salutes our American Veterans. This space includes a beautiful park with an exquisite tribute to our veterans, affordable housing for seniors, students and our American heroes, educational training facilities, and beautiful office space focusing on health and wellness. This development is centered around providing affordable housing to the community while supplementing the campus with appropriate amenities and users.

The redevelopment of the Anderson and Pershing buildings would supply 48 affordable units to seniors with a preference to veterans and their families. The rest of the redevelopment of the campus will also occur over the coming years in various phases.

We feel this revitalized campus would help solve the housing needs in Grand Island while bringing in elements that will support local residents and pay tribute to the campus' rich American history. It will be creating a standard of a community that is not even approachable without the Tax Deferment that TIF offers.

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

Grand Island, Chad Nabity 308.385.5240
Lincoln, Dan Marvin 402.441.7606
Omaha, Troy Anderson 402.444.1614

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

Anderson Building

Unit Mix

- 1 Bed 1 Bath = 10
- 2 Bed 1 Bath = 7
- Total = 17

Anderson Building			
	Unit Type	Residential Living Space (GSF)	Total Square Footage (GSF)
Unit 102	A2	571	571
Unit 103	A2	571	571
Unit 104	A3	758	758
Unit 105	A3	753	753
Unit 106	A3	741	741
Unit 107	A3	740	740
Unit 108	A2	557	557
Unit 109	A2	561	561
Unit 110	A2	570	570
Unit 111	A2	578	578
Unit 112	A3	763	763
Unit 113	A3	774	774
Unit 116	A1	427	427
Unit 118	A2	567	567
Unit 119	A3	772	772
Unit 120	A2	570	570
Unit 121	A2	578	578

ELEVATE *the*
HUMAN EXPERIENCE
THROUGH DESIGN

Pershing Building

Unit Mix

- 1 Bed 1 Bath = 25
- 2 Bed 1 Bath = 5
- 2 Bed 2 Bath = 1
- Total = 31

Pershing Building			
	Unit Type	Residential Living Space (GSF)	Total Square Footage (GSF)
Unit 100	P7	527	527
Unit 101	P7	520	520
Unit 102	P8	486	486
Unit 103	P10	772	772
Unit 104	P9	501	501
Unit 105	P1	552	552
Unit 109	P1	564	564
Unit 110	P8	501	501
Unit 111	P11	742	742
Unit 112	P9	489	489
Unit 114	P4	364	364

Unit 200	P6	497	497
Unit 201	P2	452	452
Unit 202	P5	529	529
Unit 203	P10	761	761
Unit 204	P5	523	523
Unit 206	P5	528	528
Unit 207	P10	760	760
Unit 208	P5	526	526
Unit 209	P3	443	443
Unit 210	P4	368	368

Unit 300	P6	497	497
Unit 301	P2	452	452
Unit 302	P5	529	529
Unit 303	P3	761	761
Unit 304	P5	528	528
Unit 306	P5	527	527
Unit 307	P12	955	955
Unit 308	P5	530	530
Unit 309	P3	443	443
Unit 310	P4	366	366

ELEVATE *the*
HUMAN EXPERIENCE
THROUGH DESIGN

Liberty Campus GI, LLC

Anderson Building & Pershing Building

Concept Design Prepared for White Lotus Group's NIFA Application



Pre-Design | 18 February 2022
10-20202-00

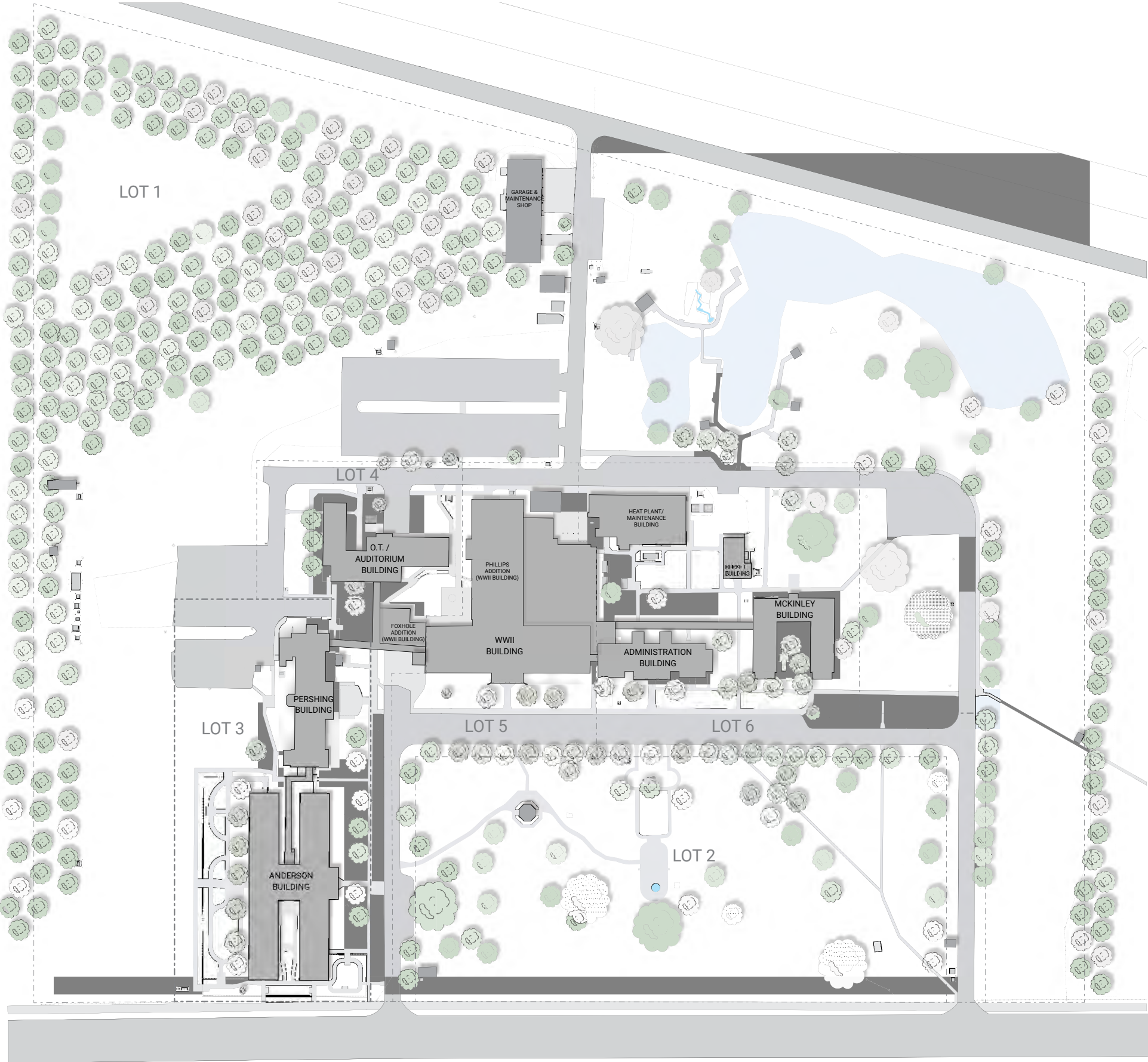
Table of Contents

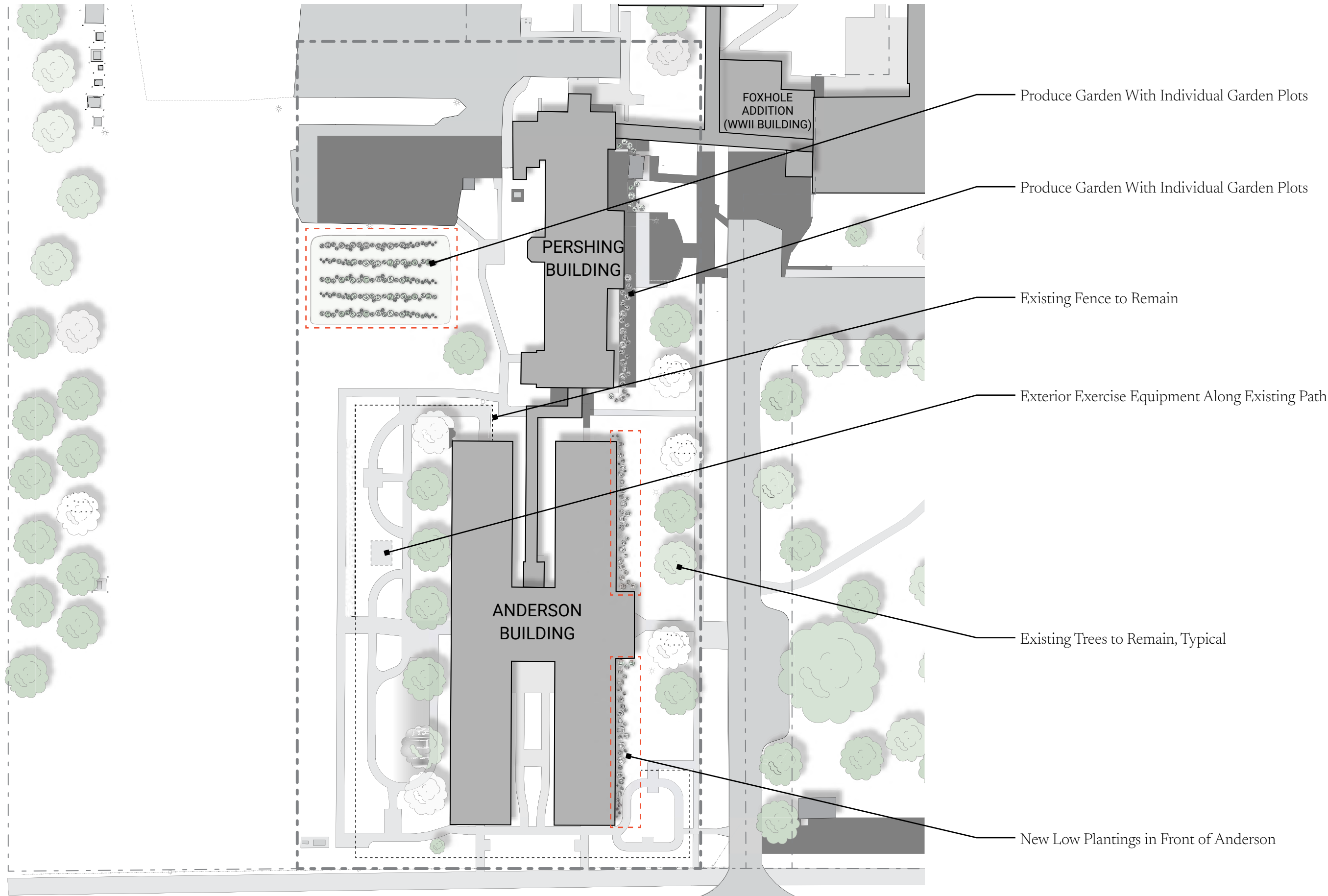
Campus Plan	Pg 3
Site Plan	Pg 4
Landscape Plan	Pg 5
Anderson Elevations	Pg 6
Pershing Elevations	Pg 10
Anderson Floor Plan	Pg 14
Anderson Unit Plans	Pg 15
Pershing Floor Plans	Pg 18
Pershing Unit Plans	Pg 21
Unit Summary	Pg 33

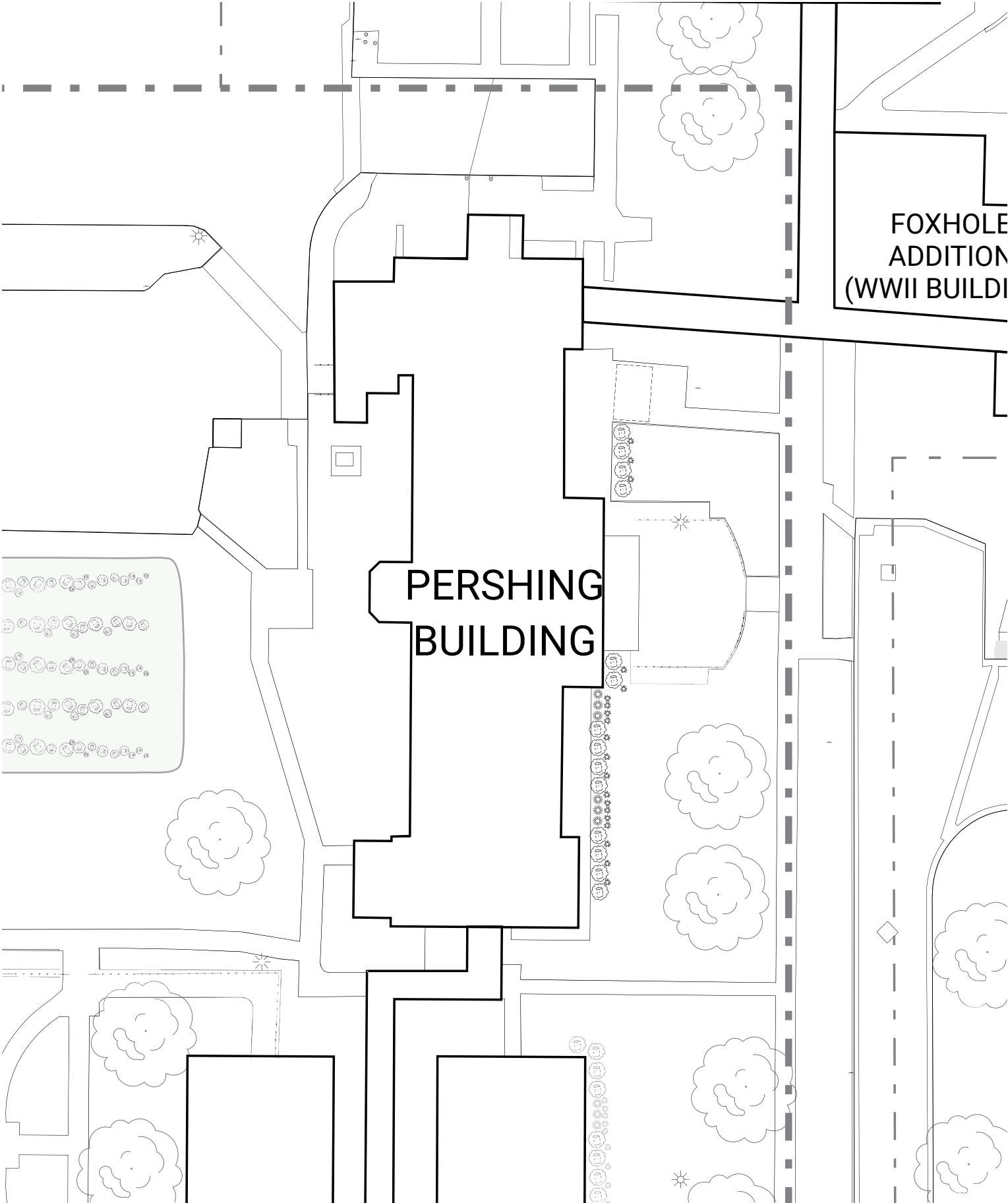
Liberty Campus Grand Island

Lot 1	25.82 Acres (1,124,848 SQ. FT.)
Lot 2	6.22 Acres (271,360 SQ. FT.)
Lot 3	3.91 Acres (170,331 SQ. FT.)
Lot 4	1.87 Acres (81,384 SQ. FT.)
Lot 5	2.52 Acres (110,071 SQ. FT.)
Lot 6	4.41 Acres (192,239 SQ. FT.)
Total Campus	44.75 Acres (1,950,233 SQ. FT.)

*Lot number and areas listed as noted on JEO's Lot assignments dated 11/5/2021







Plant Legend



Existing Tree (To Remain)



Spirea x Bumalda "Anthony Waterer" (Anthony Water Spirea)



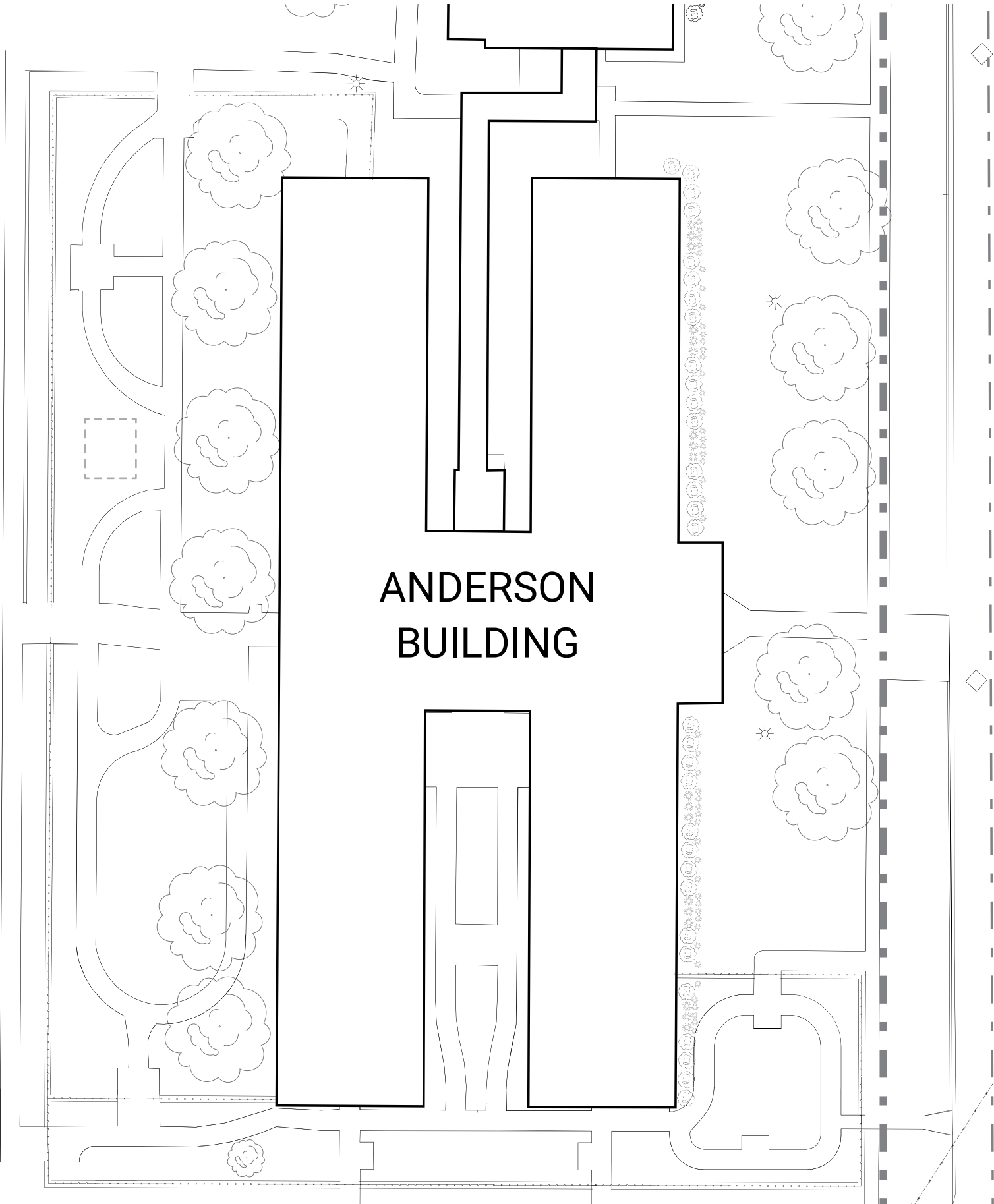
Taxus Baccata "Repandens" (Spreading English)



Buxus Microphylla Koreana "Korean Boxwood" (Spreading English)

Plant Schedule

Key	Scientific Name	Common Name	Size	Rooting	Spacing	Quantity
—	Existing Trees (To Remain)	Existing	Varies	Existing	Existing	Existing
TURF	Match Existing Type & Variety	Turf	—	—	—	—
SBAW	Spirea x Bumalda "Anthony Waterer"	Anthony Waterer Spirea	18" to 24"	Pot	30" OC	6
TBR	Taxus Baccata "Repandens"	Spreading English	18" to 24"	Pot	48" OC	14
BMK	Buxus Microphylla Koreana	Korean Boxwood	18" to 24"	Pot	24" OC	20



Plant Legend



Existing Tree (To Remain)



Spirea x Bumalda "Anthony Waterer" (Anthony Water Spirea)



Taxus Baccata "Repandens" (Spreading English)



Buxus Microphylla Koreana "Korean Boxwood" (Spreading English)

Plant Schedule

Key	Scientific Name	Common Name	Size	Rooting	Spacing	Quantity
—	Existing Trees (To Remain)	Existing	Varies	Existing	Existing	Existing
TURF	Match Existing Type & Variety	Turf	—	—	—	—
SBAW	Spirea x Bumalda "Anthony Waterer"	Anthony Waterer Spirea	18" to 24"	Pot	30" OC	18
TBR	Taxus Baccata "Repandens"	Spreading English	18" to 24"	Pot	48" OC	31
BMK	Buxus Microphylla Koreana	Korean Boxwood	18" to 24"	Pot	24" OC	48





*Material notation notes existing materials. All existing facade materials and elements to remain unless noted otherwise.

Liberty Campus GI, LLC | North Elevation - Anderson

18 February 2022 | Drawings represent a preliminary design to show Design intent and are subject to change during the design process.





*Material notation notes existing materials. All existing facade materials and elements to remain unless noted otherwise.

Liberty Campus GI, LLC | West Elevation - Anderson

18 February 2022 | Drawings represent a preliminary design to show Design intent and are subject to change during the design process.





*Material notation notes existing materials. All existing facade materials and elements to remain unless noted otherwise.



Decorative
Precast Band



Shingle Roof

Painted Wood,
Decorative Porch Detailing

Decorative
Railings



Masonry

Decorative
Precast Lintel

*Material notation notes existing materials. All existing facade materials and elements to remain unless noted otherwise.

Concrete Steps

Limestone

Liberty Campus GI, LLC | East Elevation - Pershing

18 February 2022 | Drawings represent a preliminary design to show Design intent and are subject to change during the design process.

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*Material notation notes existing materials. All existing facade materials and elements to remain unless noted otherwise.

Liberty Campus GI, LLC | North Elevation - Pershing

18 February 2022 | Drawings represent a preliminary design to show Design intent and are subject to change during the design process.

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*Material notation notes existing materials. All existing facade materials and elements to remain unless noted otherwise.



Shingle Roof

Decorative
Precast Concrete



Masonry

Decorative
Precast Lintel

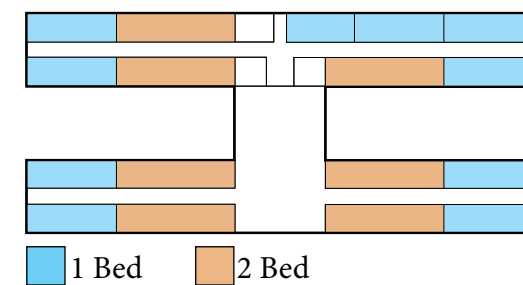
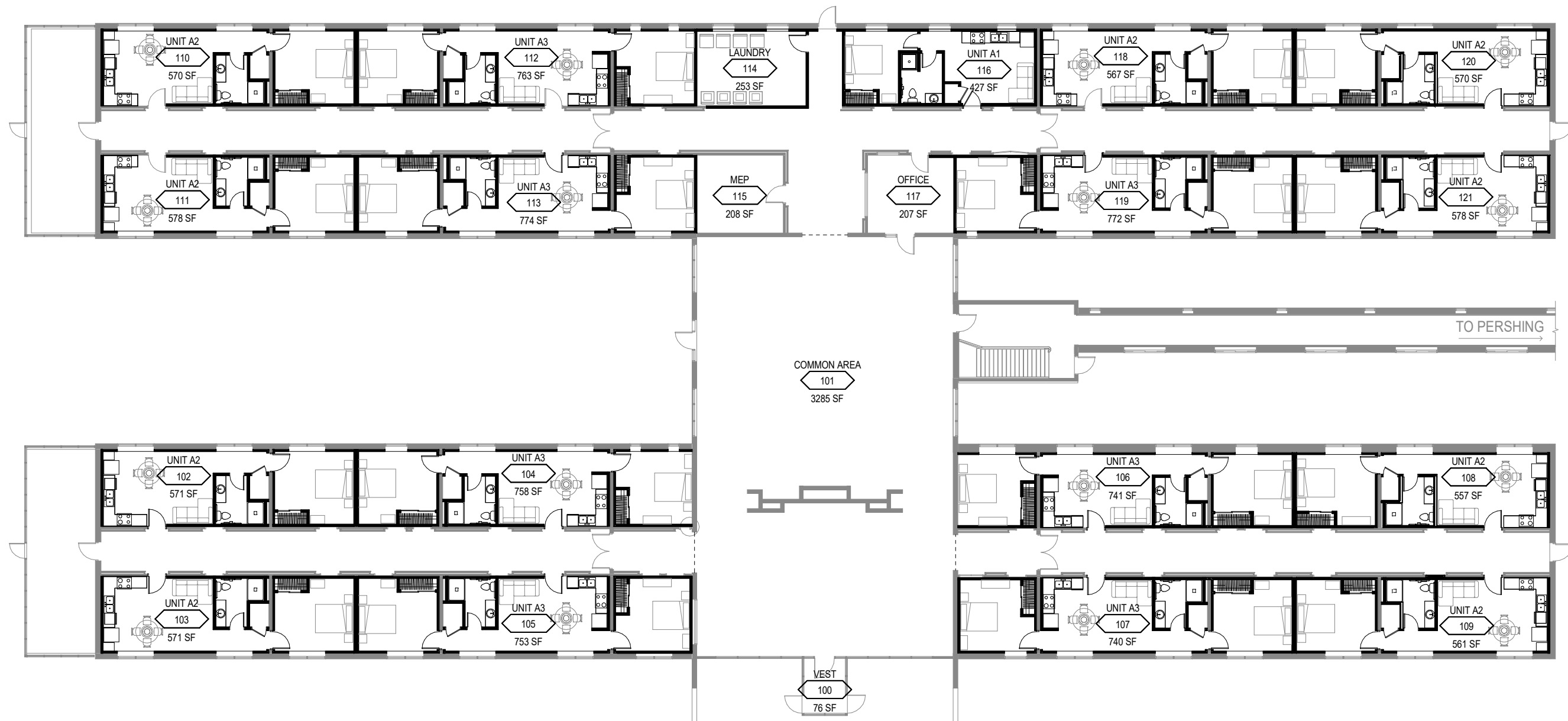
Liberty Campus GI, LLC | West Elevation - Pershing

18 February 2022 | Drawings represent a preliminary design to show Design intent and are subject to change during the design process.

Page 13







Liberty Campus GI, LLC | First Floor - Anderson

18 February 2022 | Drawings represent a preliminary design to show Design intent and are subject to change during the design process.

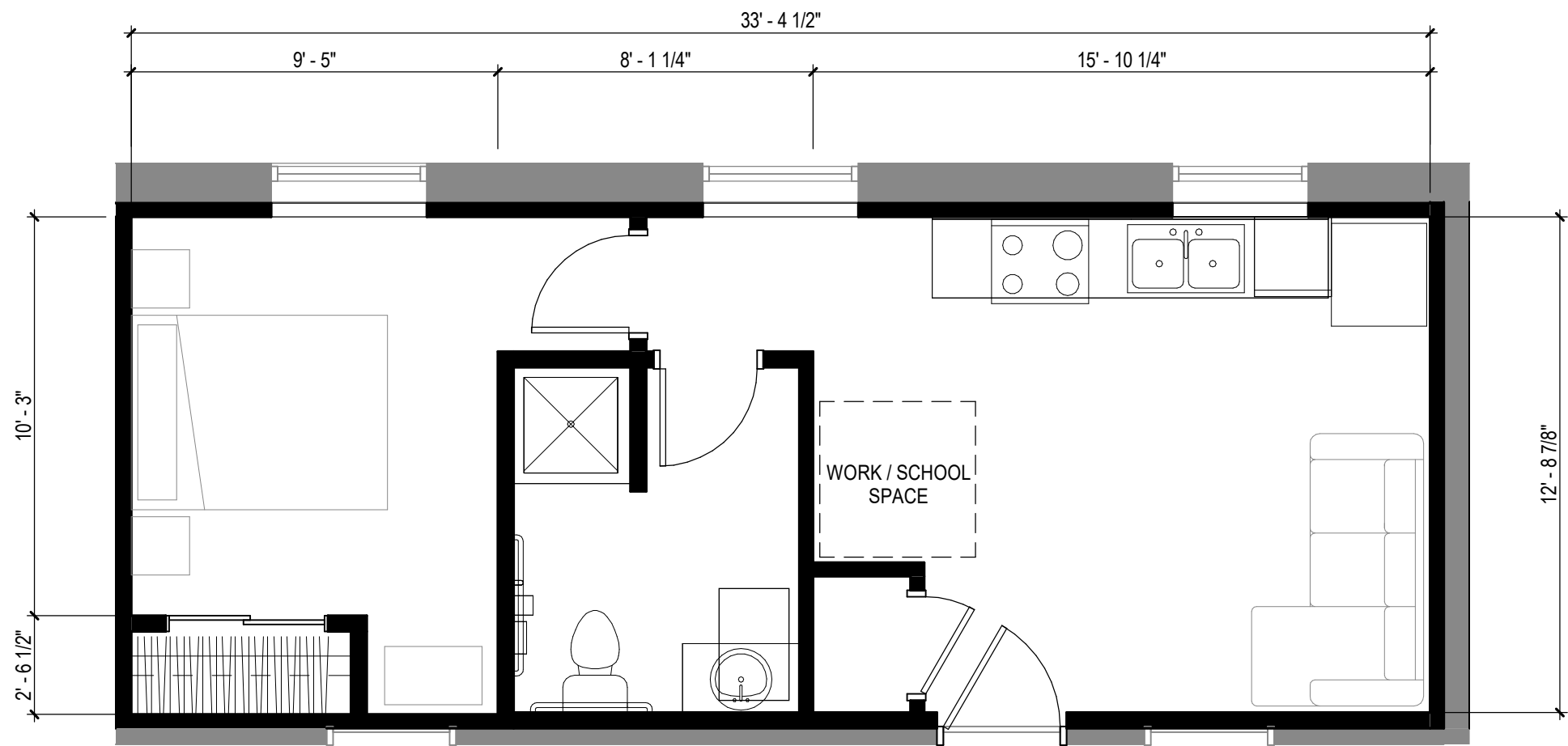
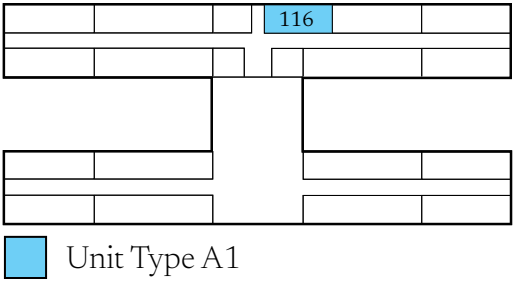
Page 15

DLRGROUP

Unit Type A1 - One Bed One Bath

Number of units 1 Unit

Unit 116
• Residential Living Space 427 sf Total Square Footage 427 sf



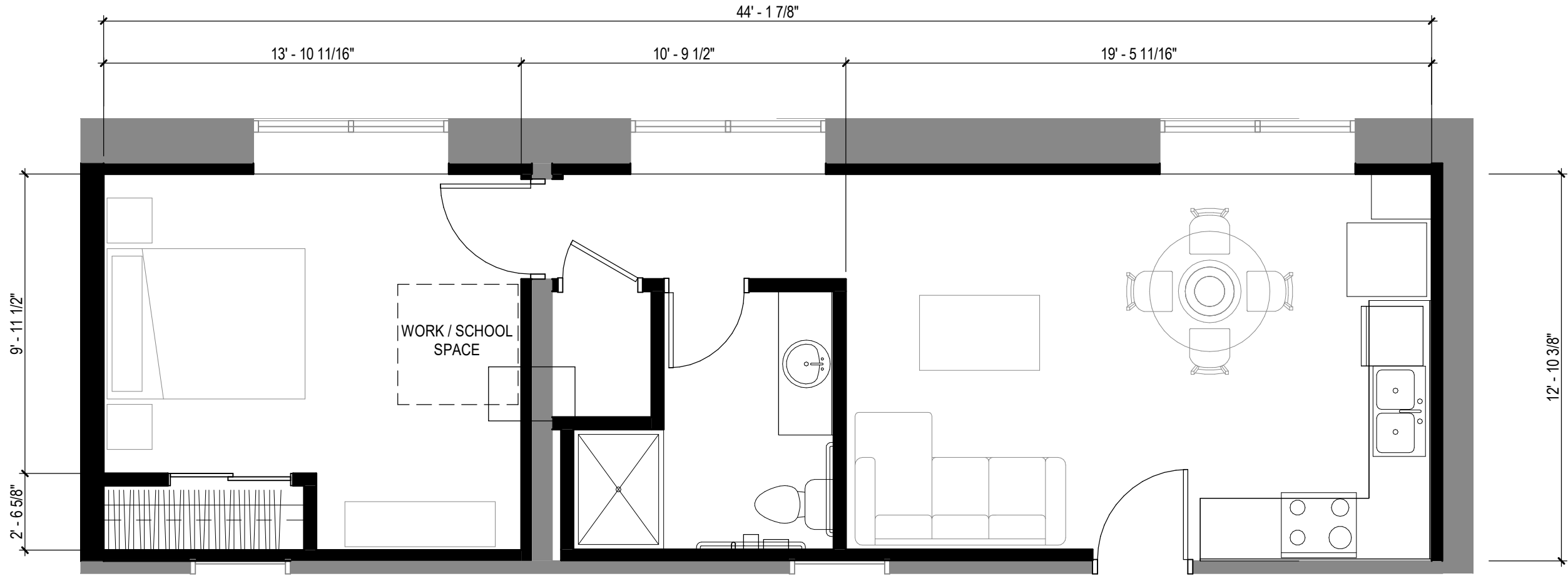
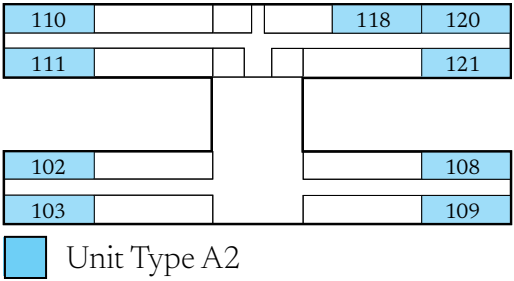
Unit Type A1 - Plan
Scale 1/4"=1'-0"

Unit Type A2 - Typical One Bed One Bath

Number of units 9 Units

- Unit 102
- Residential Living Space 571 sf
- Unit 103
- Residential Living Space 571 sf
- Unit 108
- Residential Living Space 557 sf
- Unit 109
- Residential Living Space 561 sf
- Unit 110
- Residential Living Space 570 sf
- Total Square Footage 571 sf
- Total Square Footage 571 sf
- Total Square Footage 557 sf
- Total Square Footage 561 sf
- Total Square Footage 570 sf

- Unit 111
- Residential Living Space 578 sf
- Unit 118
- Residential Living Space 567 sf
- Unit 120
- Residential Living Space 570 sf
- Unit 121
- Residential Living Space 558 sf
- Total Square Footage 578 sf
- Total Square Footage 567 sf
- Total Square Footage 570 sf
- Total Square Footage 558 sf

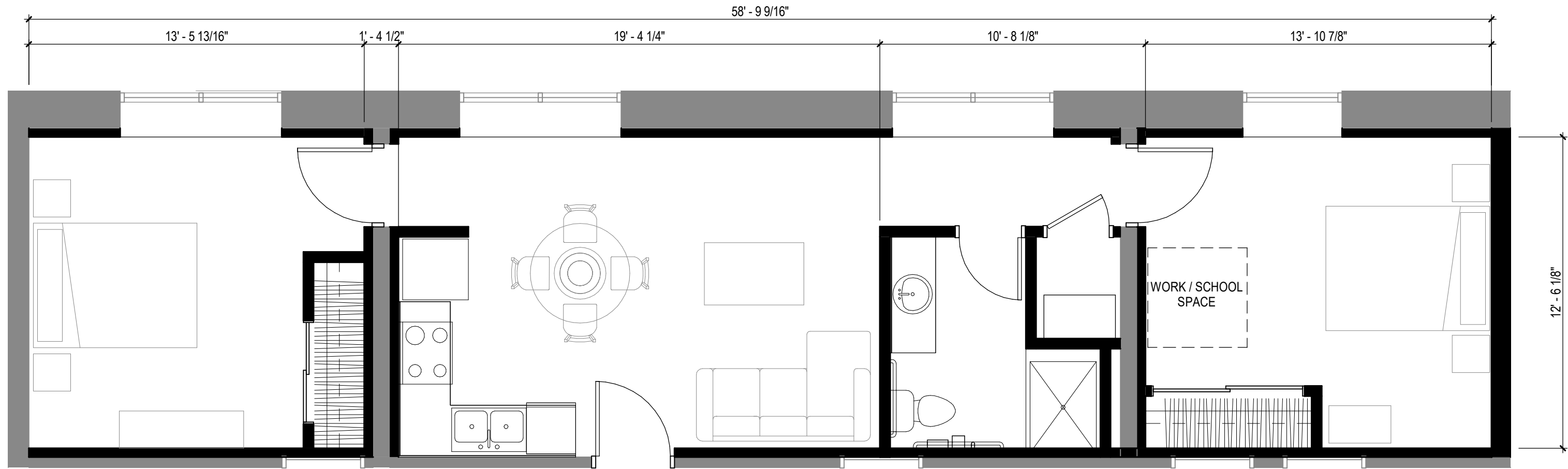
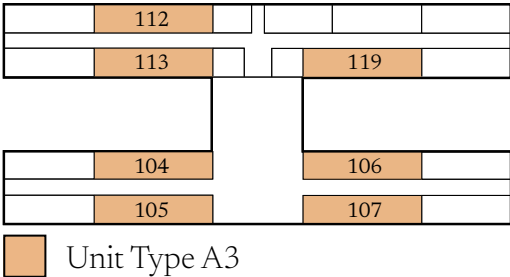


Unit Type A2 - Plan
Scale 1/4"=1'-0"

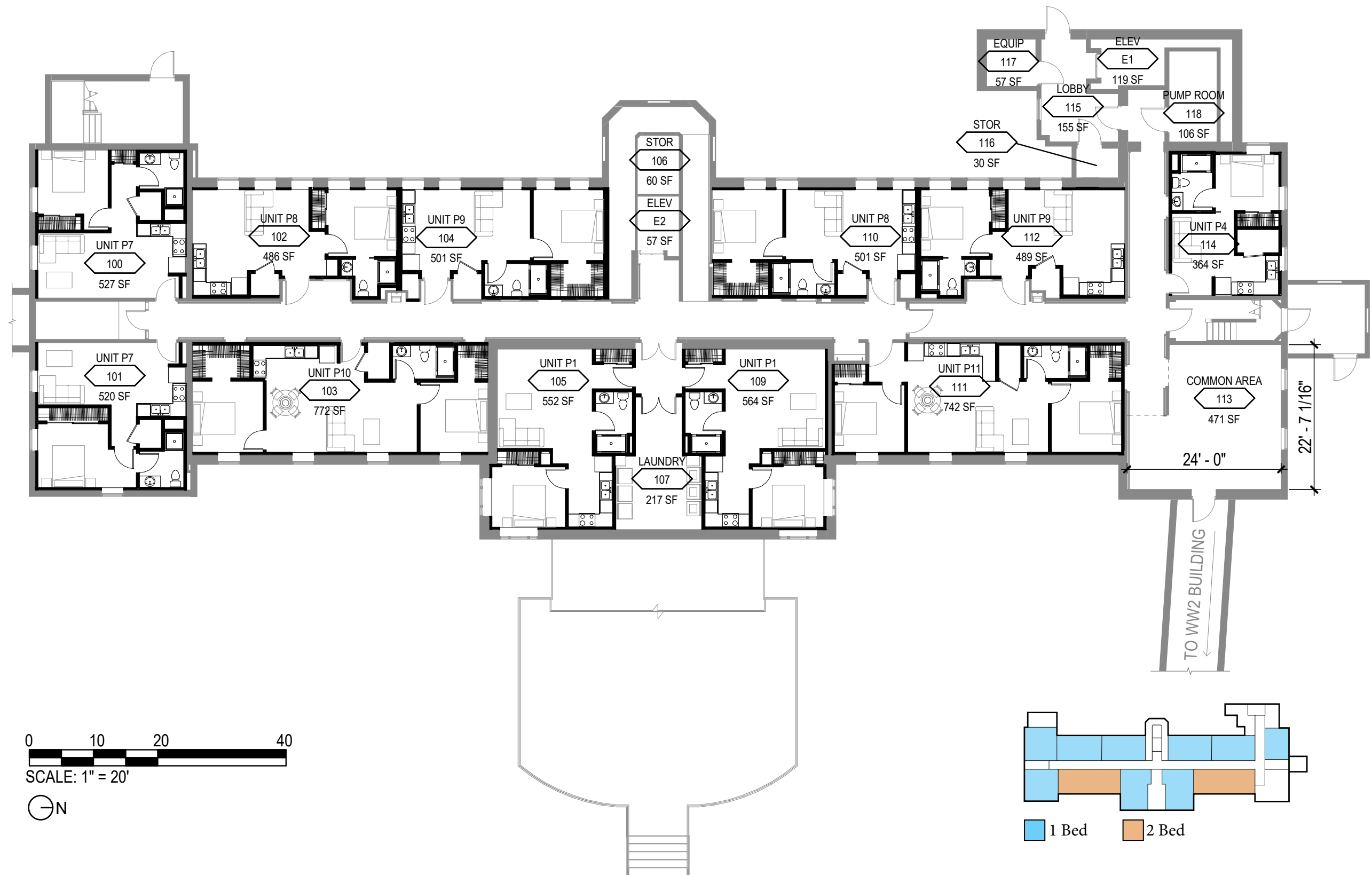
Unit Type A3 - Typical Two Bed One Bath

Number of units 7 Units

- Unit 106
 - Residential Living Space 741 sf
 - Total Square Footage 741 sf
- Unit 107
 - Residential Living Space 740 sf
 - Total Square Footage 740 sf
- Unit 112
 - Residential Living Space 763 sf
 - Total Square Footage 763 sf
- Unit 113
 - Residential Living Space 774 sf
 - Total Square Footage 774 sf
- Unit 119
 - Residential Living Space 772 sf
 - Total Square Footage 772 sf



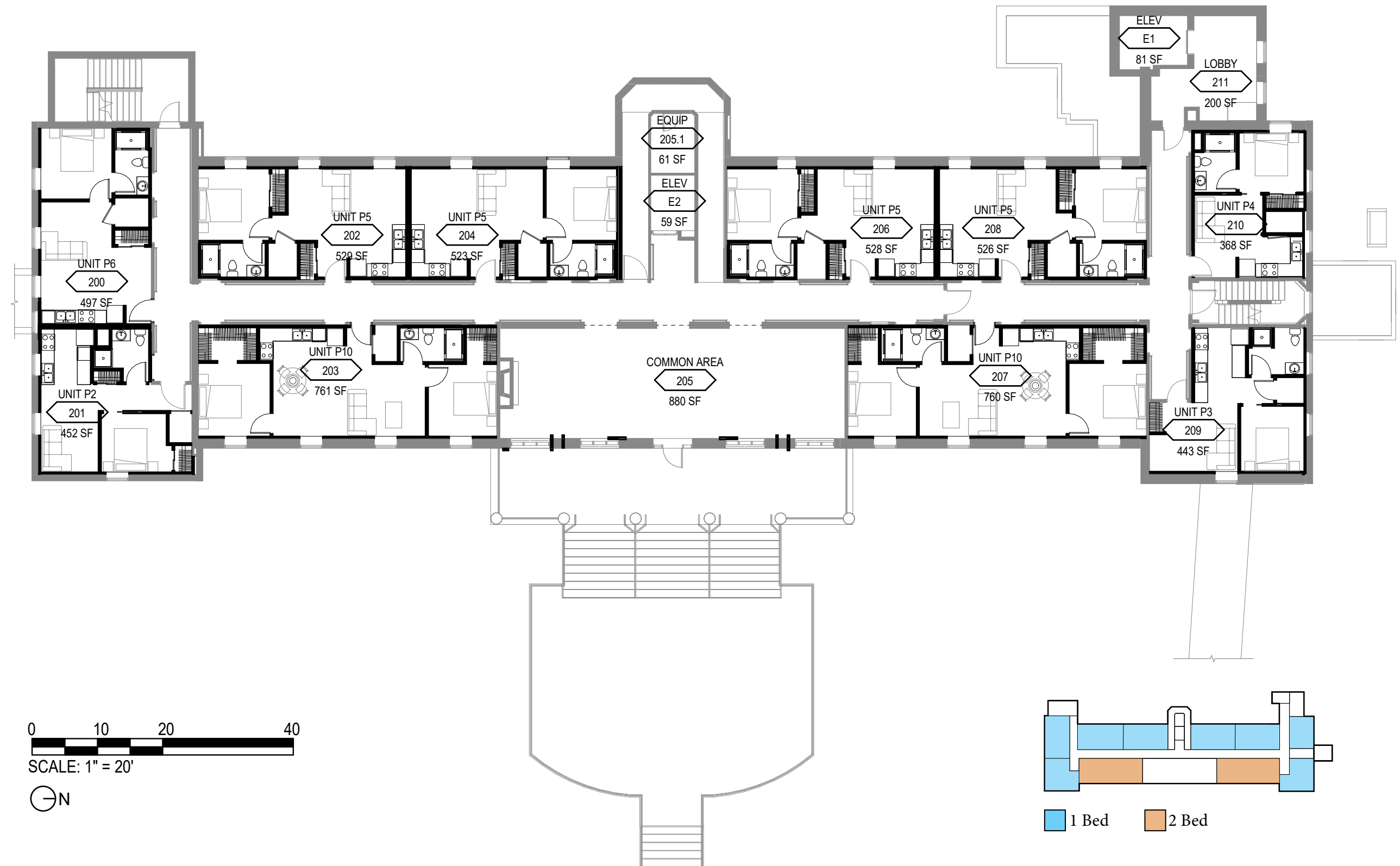
Unit Type A3 - Plan
Scale 1/4"=1'-0"



Liberty Campus GI, LLC | First Floor - Pershing

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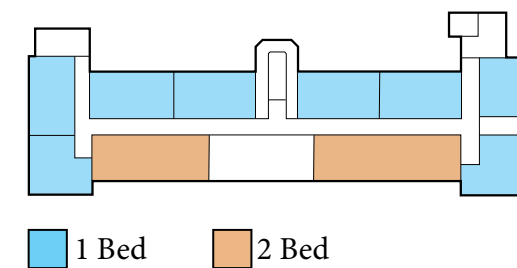
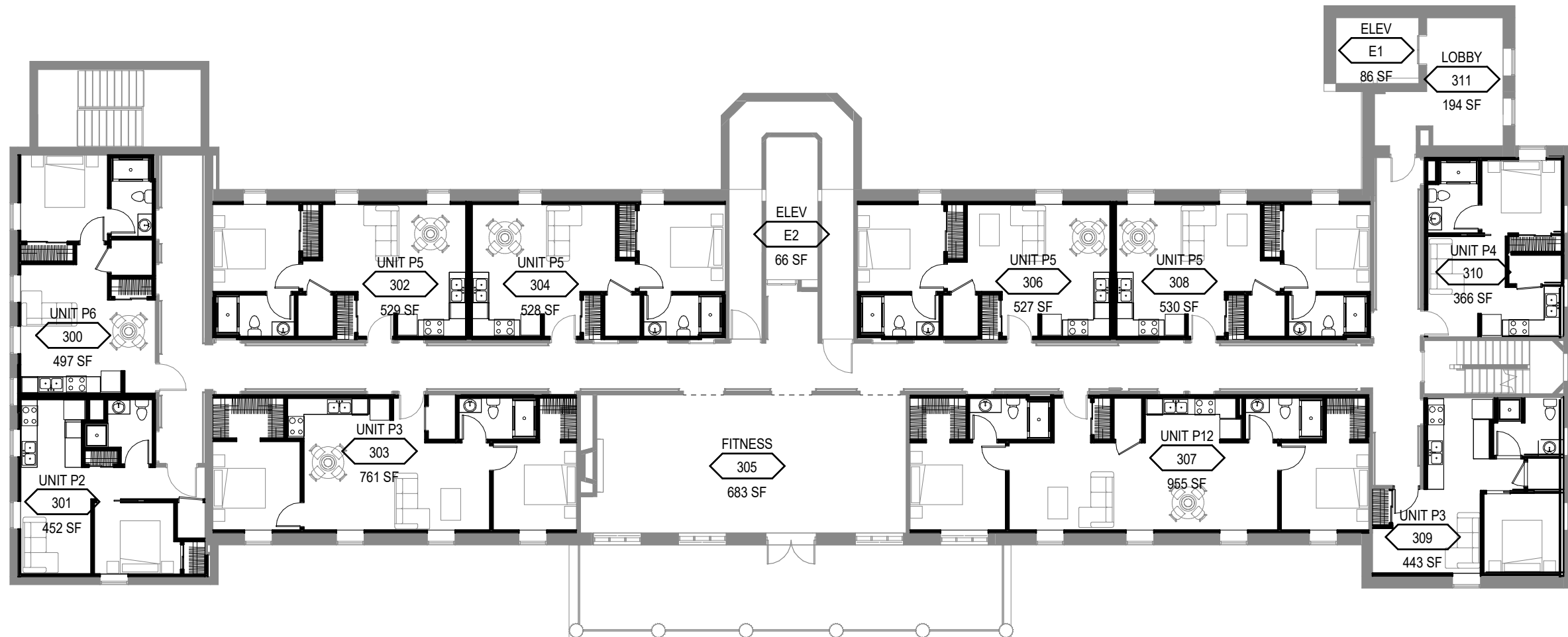


Liberty Campus GI, LLC | Second Floor - Pershing

18 February 2022 | Drawings represent a preliminary design to show Design intent and are subject to change during the design process.

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DLRGROUP



Grand Island Liberty Campus | Third Floor - Pershing

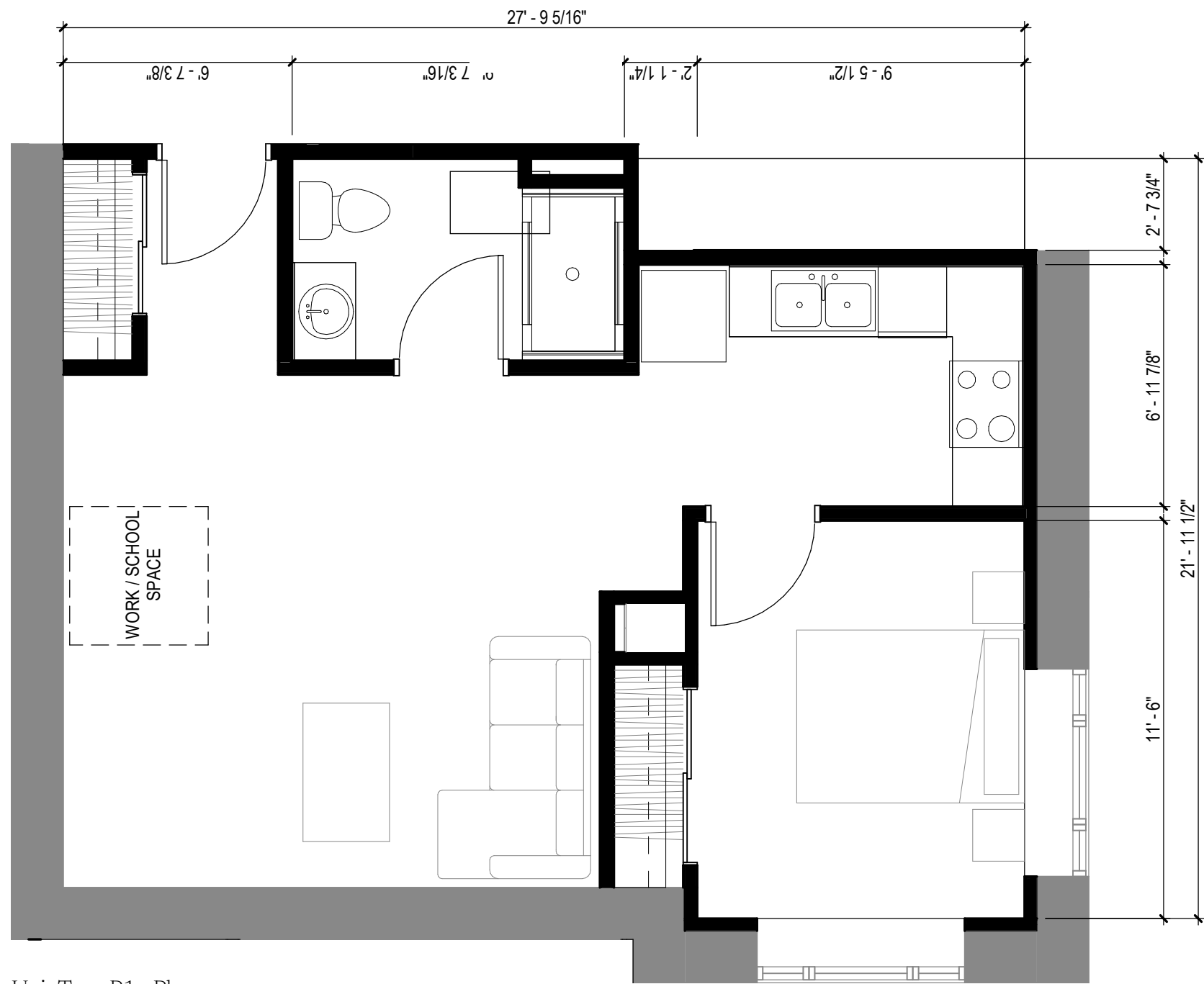
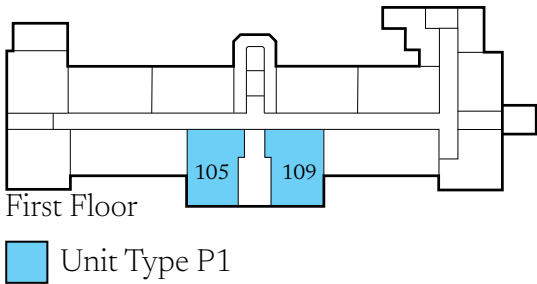
18 February 2022 | Drawings represent a preliminary design to show Design intent and are subject to change during the design process.

Page 21



Unit Type P1 - One Bed One Bath

- Number of units2 Units
- Unit 104
 - Residential Living Space552 sf
 - Total Square Footage552 sf
- Unit 105
 - Residential Living Space564 sf
 - Total Square Footage564 sf

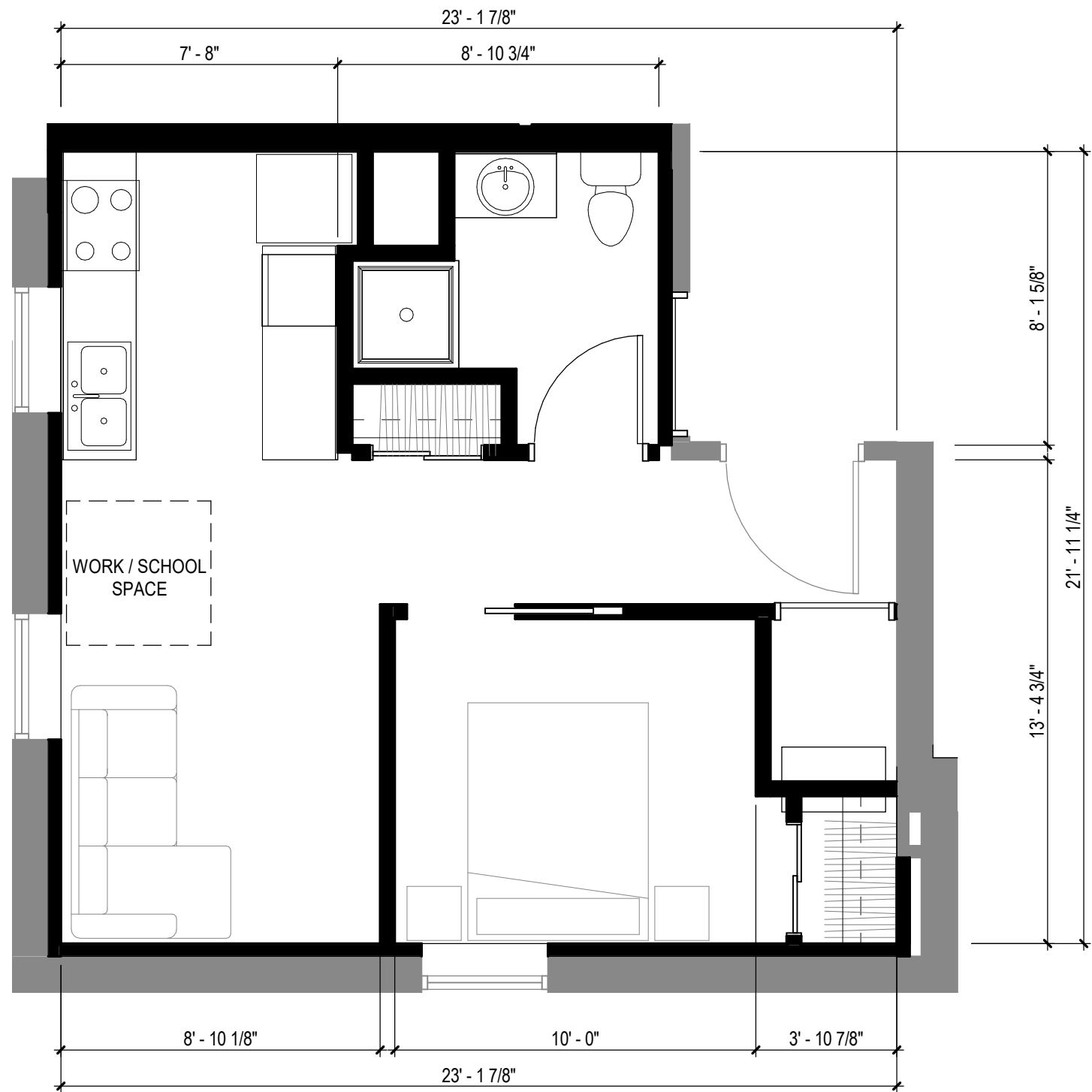


Unit Type P1 - Plan

Scale 1/4"=1'-0"

Unit Type P2 - One Bed One Bath

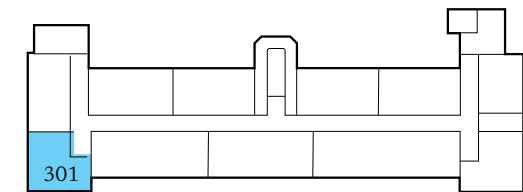
- Number of units2 Units
- Unit 201
 - Residential Living Space452 sf
 - Total Square Footage452 sf
- Unit 301
 - Residential Living Space452 sf
 - Total Square Footage452 sf



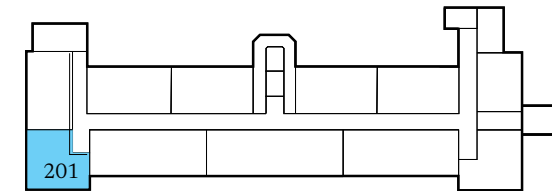
Unit Type P2 - Plan
Scale 1/4"=1'-0"

Liberty Campus GI, LLC | Pershing - Unit Type P2

18 February 2022 | Drawings represent a preliminary design to show Design intent and are subject to change during the design process.



Third Floor

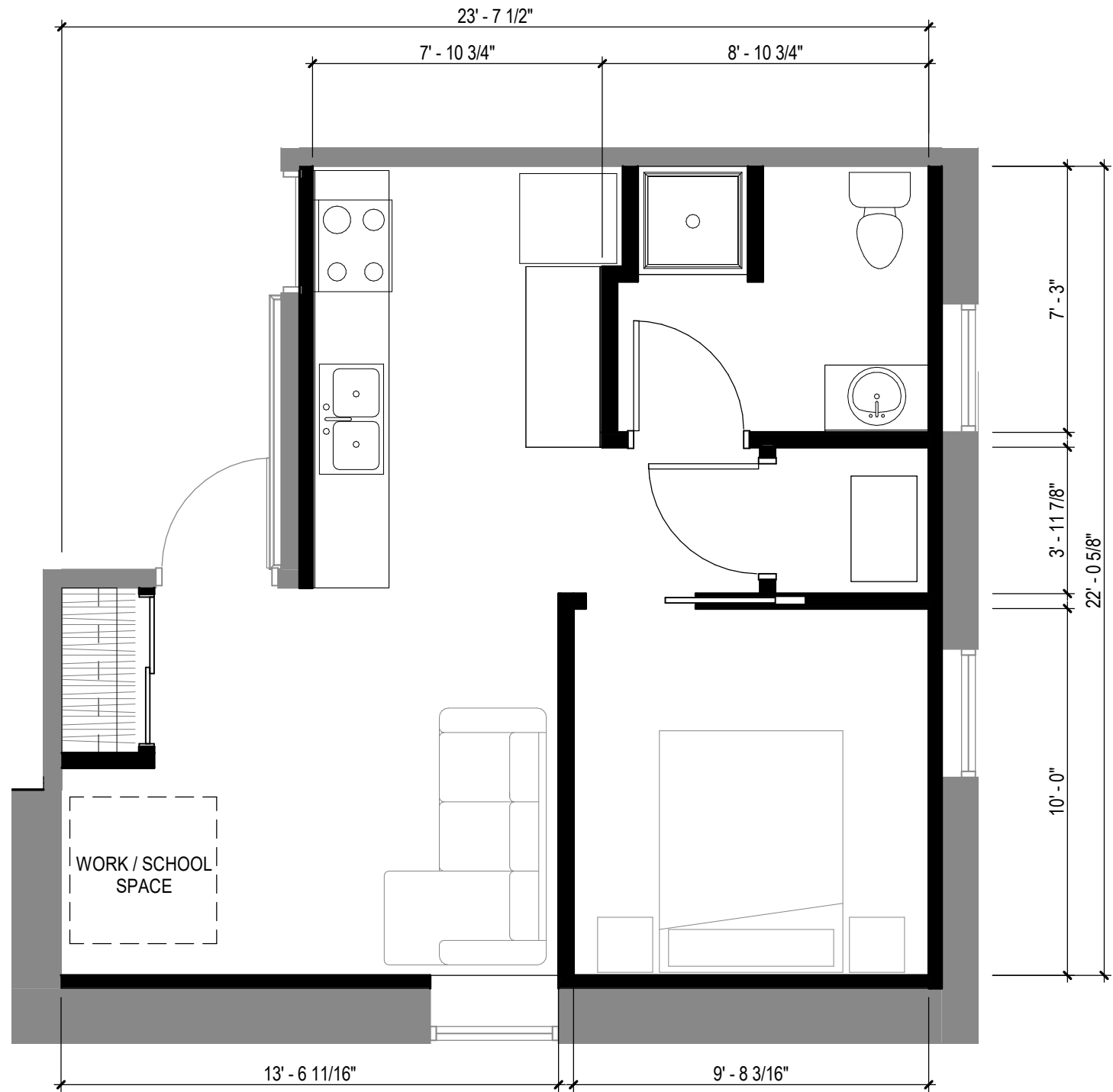


Second Floor

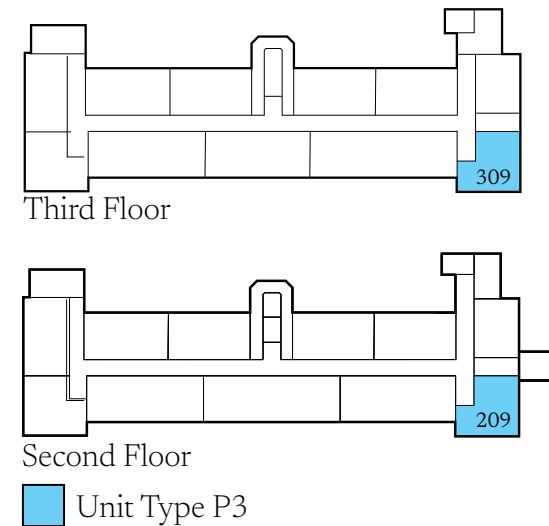
Unit Type P2

Unit Type P3 - One Bed One Bath

- Number of units2 Units
- Unit 209
 - Residential Living Space443 sfTotal Square Footage443 sf
- Unit 309
 - Residential Living Space443 sfTotal Square Footage443 sf

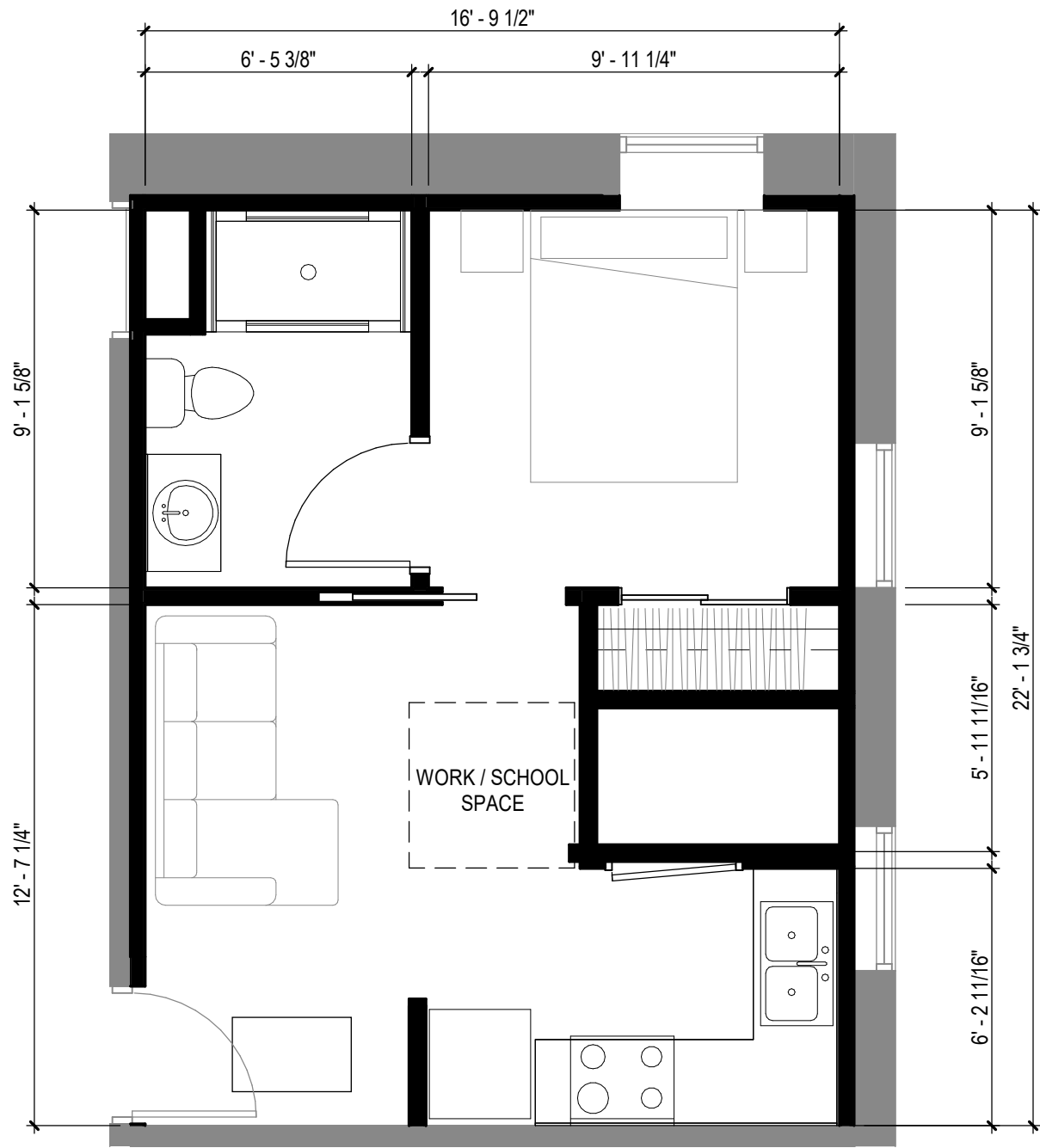


Unit Type P3 - Plan
Scale 1/4"=1'-0"

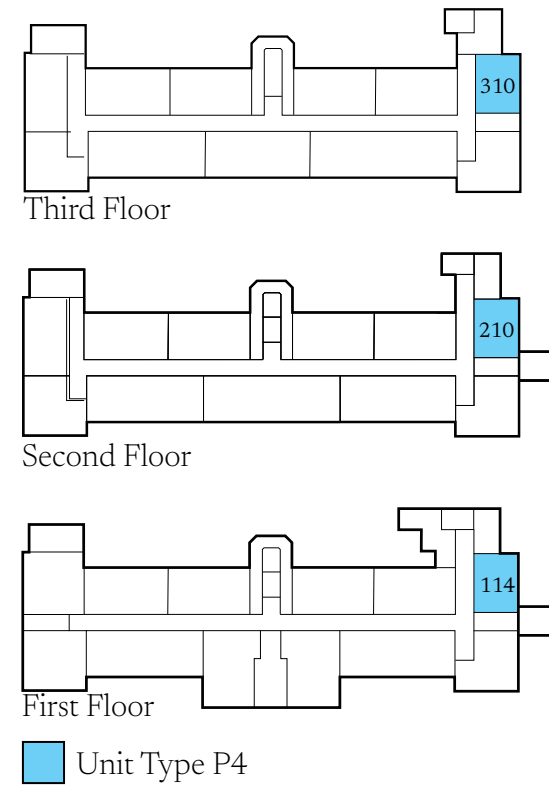


Unit Type P4 - One Bed One Bath

- Number of units3 Units
- Unit 114
 - Residential Living Space364 sfTotal Square Footage364 sf
- Unit 210
 - Residential Living Space368 sfTotal Square Footage368 sf
- Unit 310
 - Residential Living Space366 sfTotal Square Footage366 sf



Unit Type P4 - Plan
Scale 1/4"=1'-0"

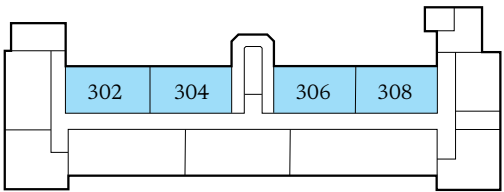


Unit Type P5 - Typical One Bed One Bath

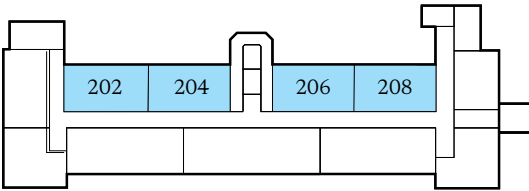
Number of units 8 Units

- Unit 202
- Residential Living Space 529 sf Total Square Footage 529 sf
- Unit 204
- Residential Living Space 523 sf Total Square Footage 523 sf
- Unit 206
- Residential Living Space 528 sf Total Square Footage 528 sf
- Unit 208
- Residential Living Space 526 sf Total Square Footage 526 sf

- Unit 302
- Residential Living Space 529 sf Total Square Footage 529sf
- Unit 304
- Residential Living Space 528 sf Total Square Footage 528sf
- Unit 306
- Residential Living Space 527 sf Total Square Footage 527 sf
- Unit 308
- Residential Living Space 530 sf Total Square Footage 530 sf

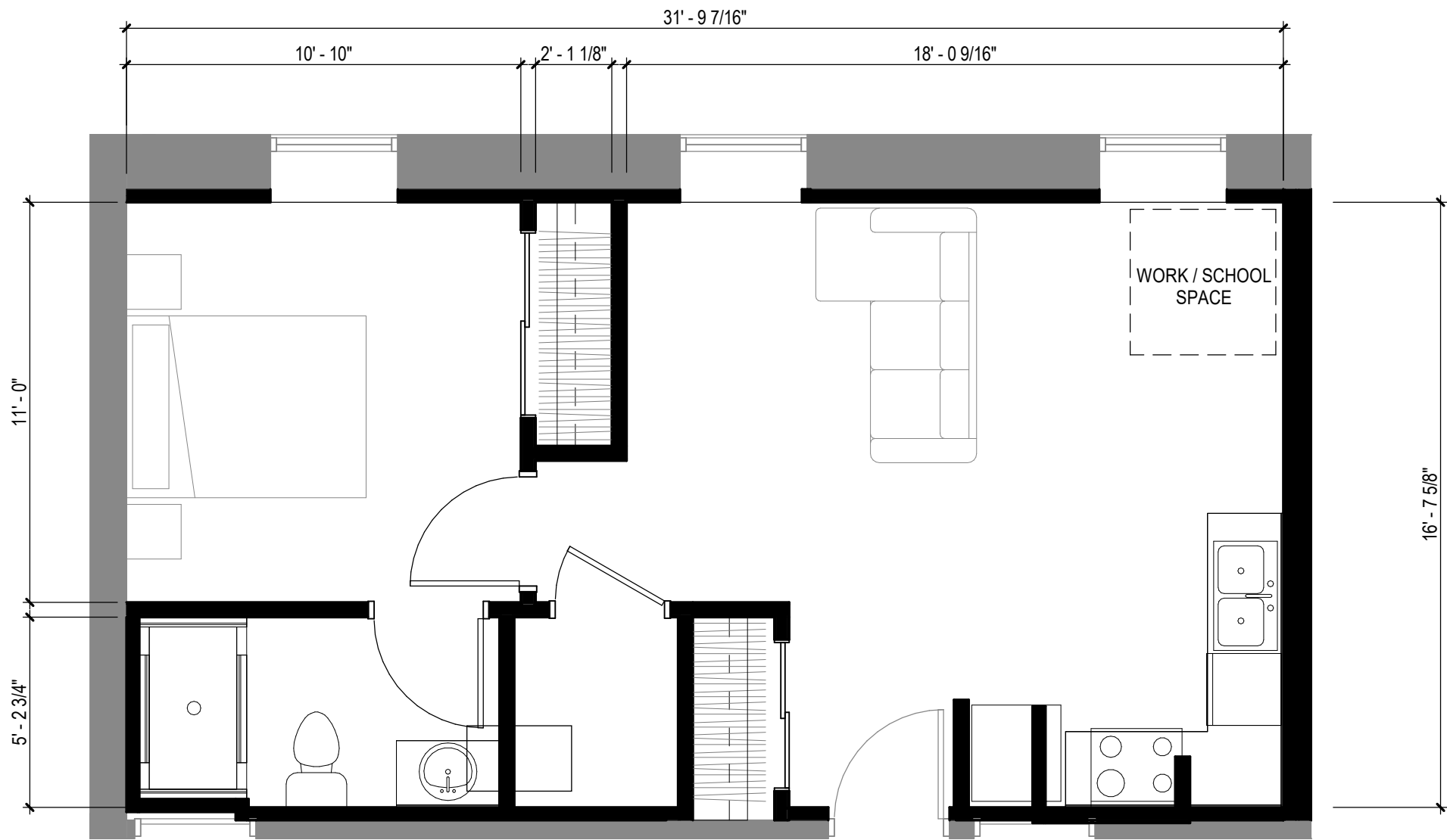


Third Floor



Second Floor

Unit Type P5



Unit Type P5 - Plan

Scale 1/4"=1'-0"

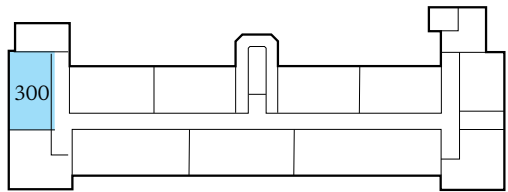
Liberty Campus GI, LLC | Pershing - Unit Type P5

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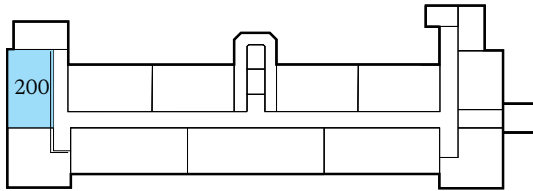


Unit Type P6 - One Bed One Bath

- Number of units2 Units
- Unit 300
 - Residential Living Space497 sf
 - Total Square Footage497 sf
- Unit 200
 - Residential Living Space497 sf
 - Total Square Footage497 sf

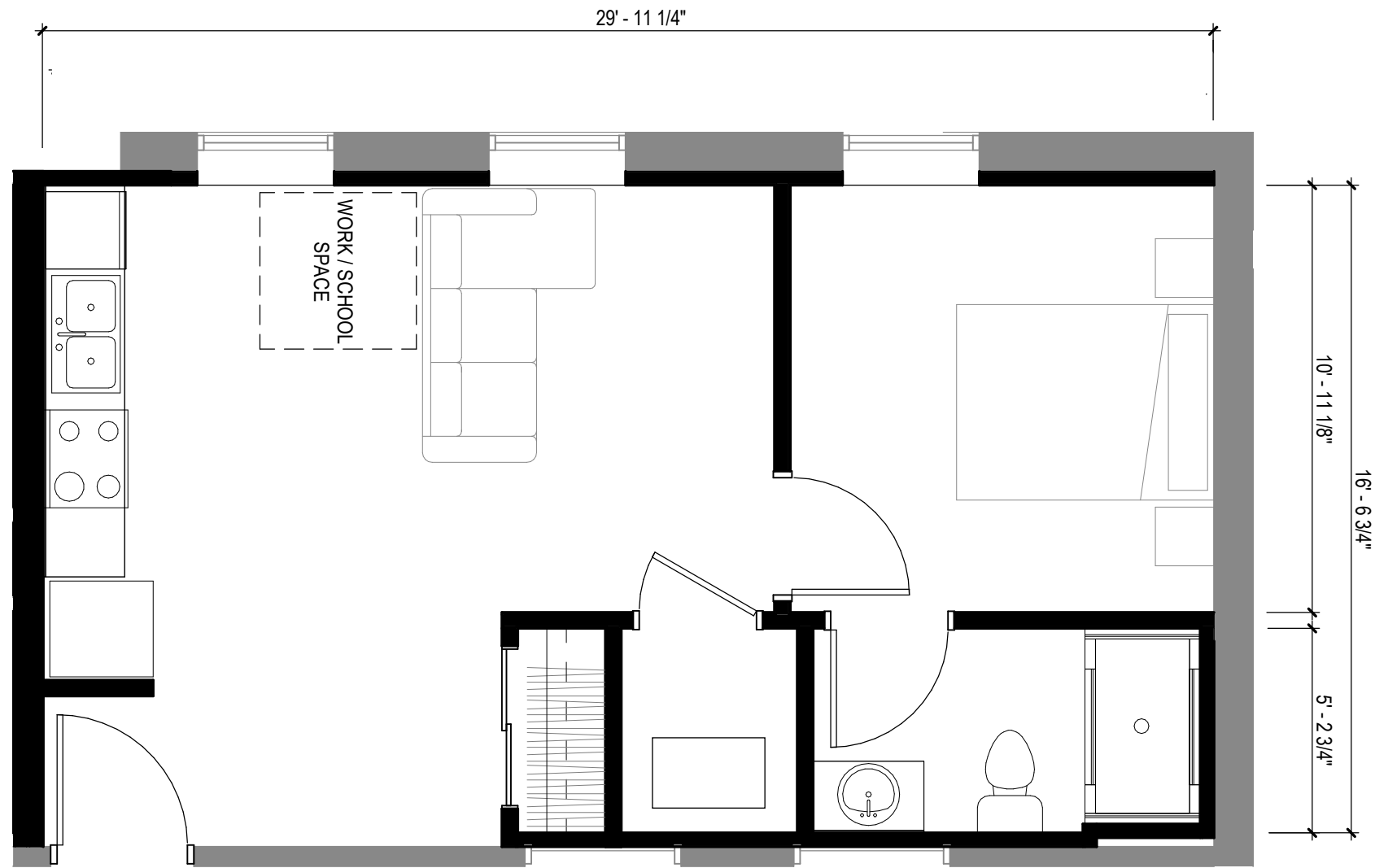


Third Floor



Second Floor

Unit Type P6

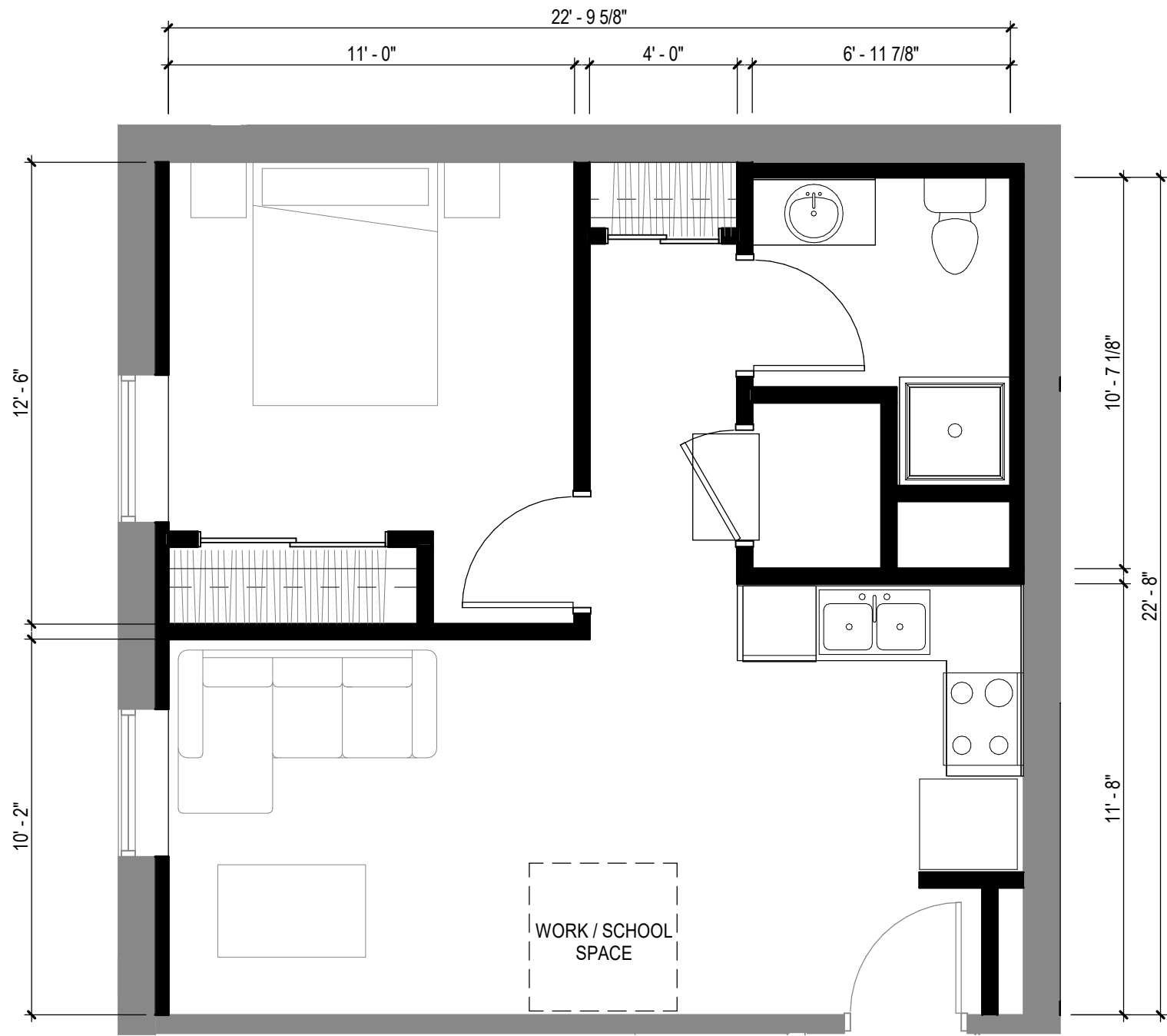
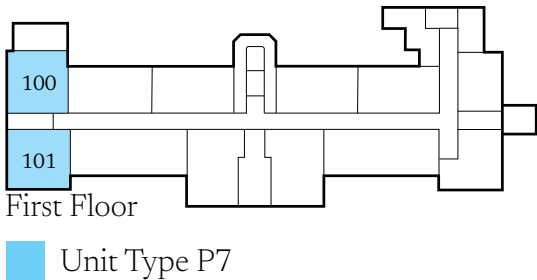


Unit Type P6 - Plan
Scale 1/4"=1'-0"



Unit Type P7 - One Bed One Bath

- Total number of units2 Units
- Unit 100
 - Residential Living Space527 sfTotal Square Footage527 sf
- Unit 101
 - Residential Living Space520 sfTotal Square Footage520 sf

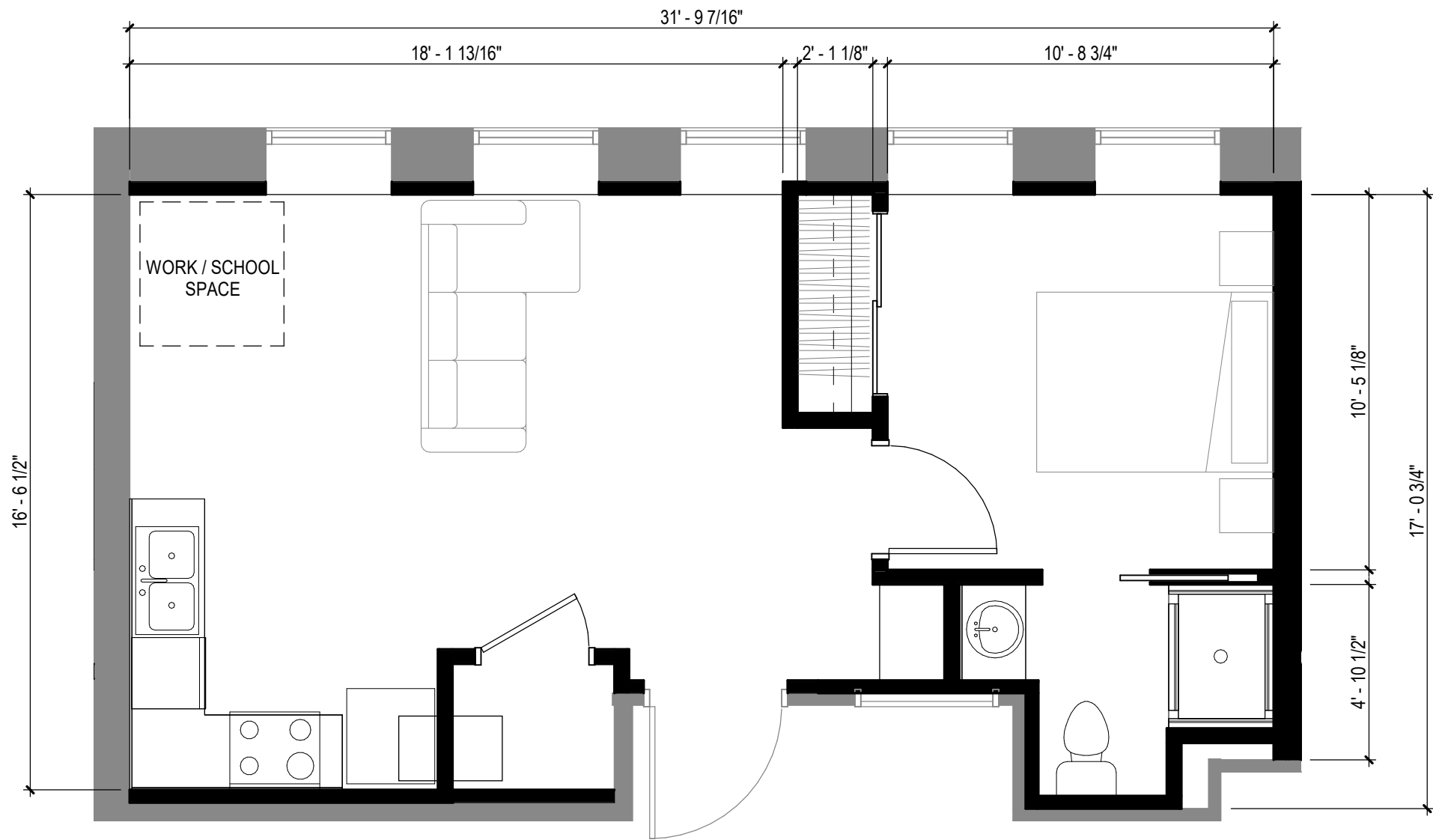
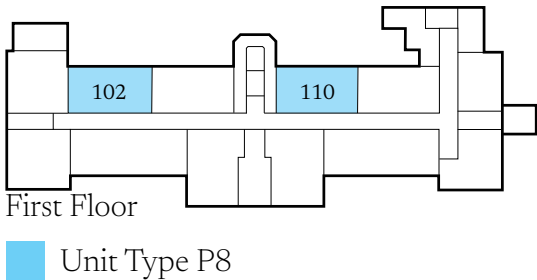


Unit Type P7 - Plan

Scale 1/4"=1'-0"

Unit Type P8 - One Bed One Bath

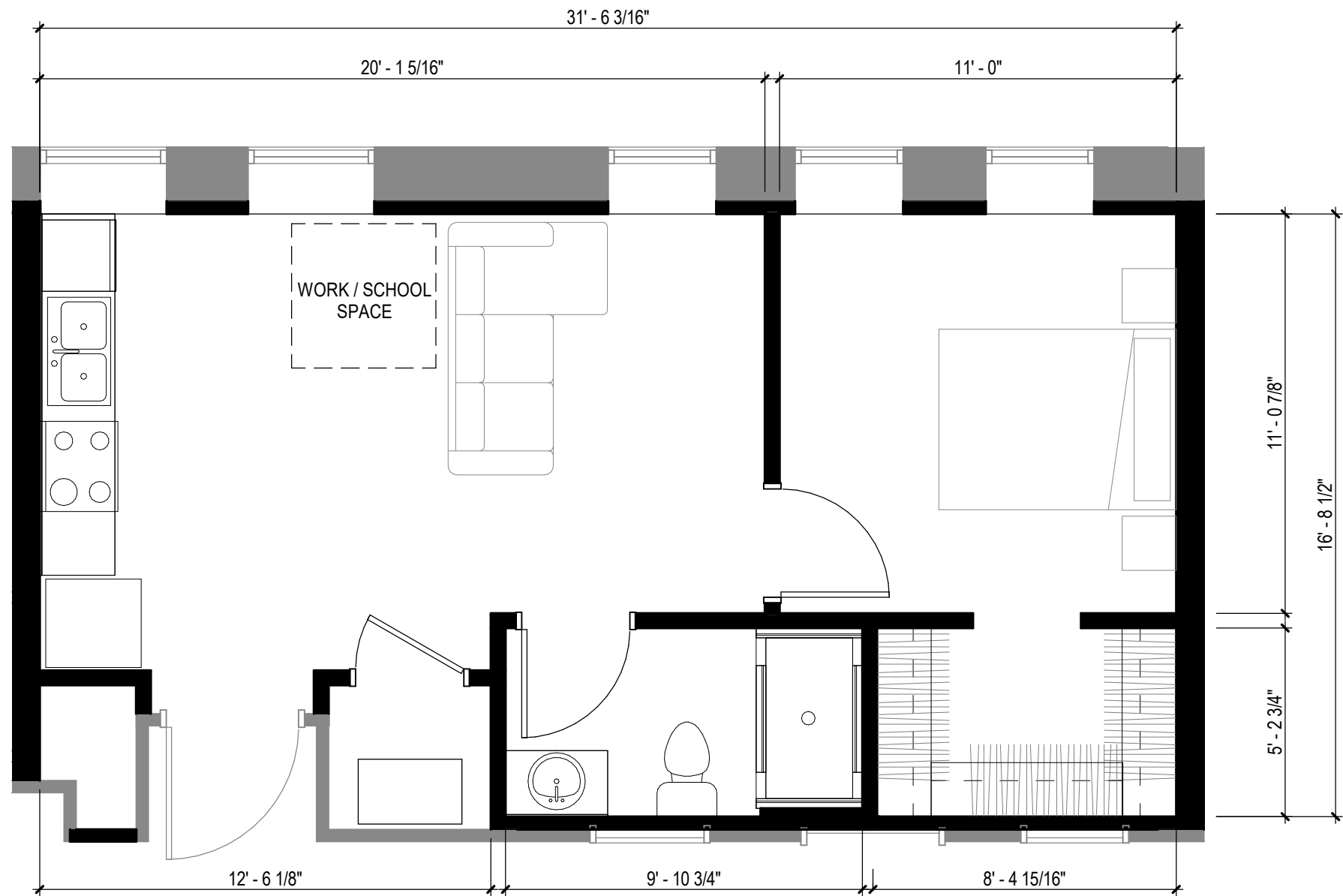
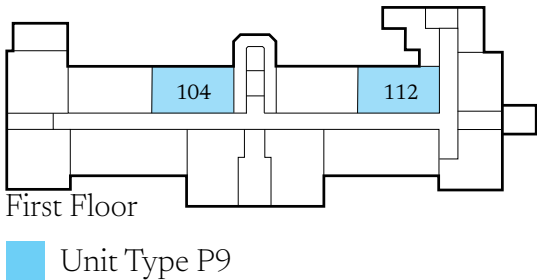
- Number of units2 Units
- Unit 202
 - Residential Living Space486 sfTotal Square Footage486 sf
- Unit 204
 - Residential Living Space501 sfTotal Square Footage501 sf



Unit Type P8 - Plan
Scale 1/4"=1'-0"

Unit Type P9 - Typical One Bed One Bath

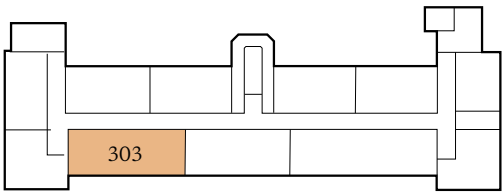
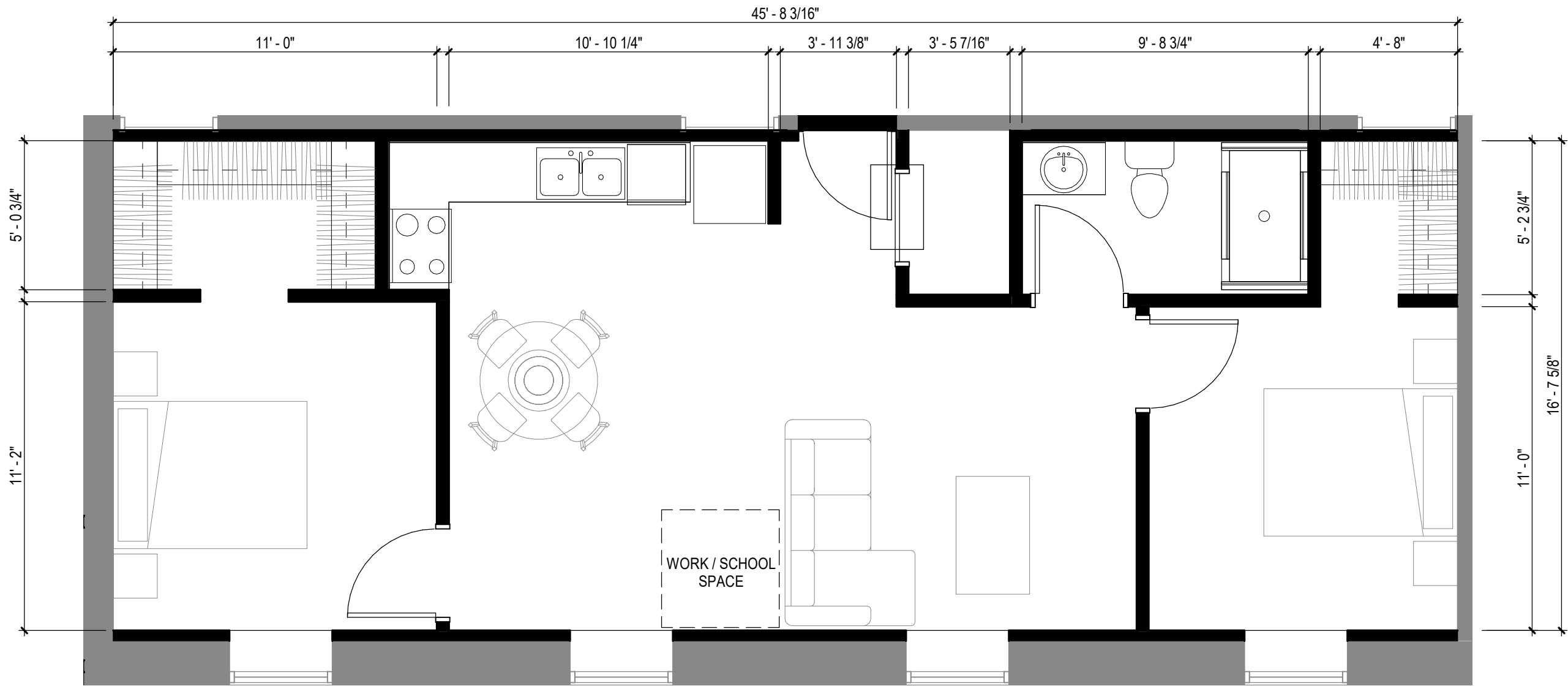
- Number of units2 Units
- Unit 104
 - Residential Living Space501 sf
 - Total Square Footage501 sf
- Unit 112
 - Residential Living Space489 sf
 - Total Square Footage489 sf



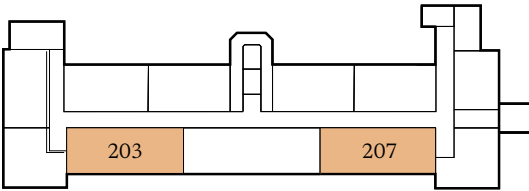
Unit Type P9 - Plan
Scale 1/4"=1'-0"

Unit Type P10 - Typical Two Bed One Bath

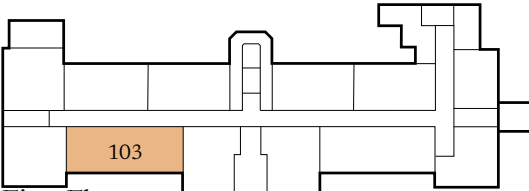
Number of units	4 Units		
Unit 103			
• Residential Living Space	772 sf	Total Square Footage	772 sf
Unit 203			
• Residential Living Space	761 sf	Total Square Footage	761 sf
Unit 207			
• Residential Living Space	760 sf	Total Square Footage	760 sf
Unit 303			
• Residential Living Space	761 sf	Total Square Footage	761 sf



Third Floor



Second Floor



First Floor

Unit Type P10

Unit Type P10 - Plan

Scale 1/4"=1'-0"

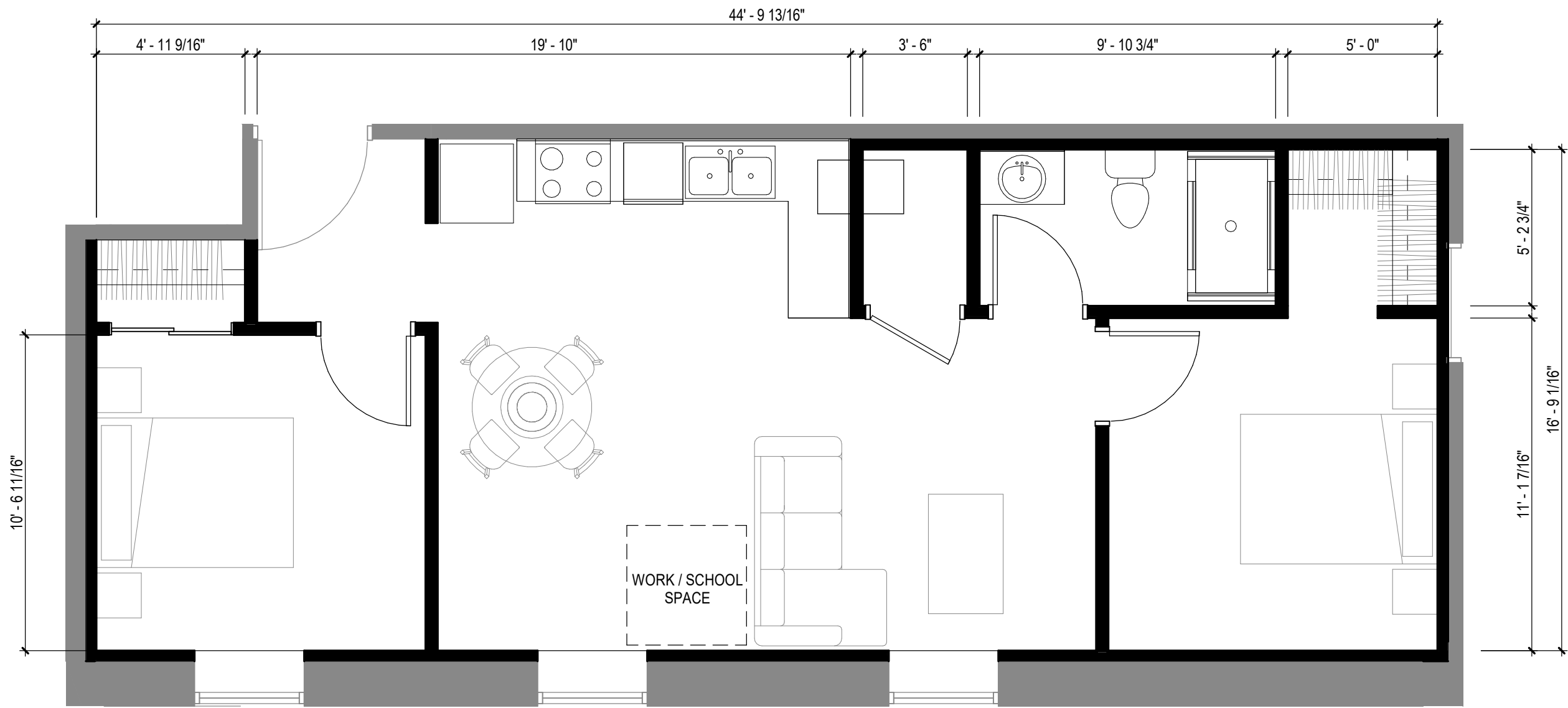
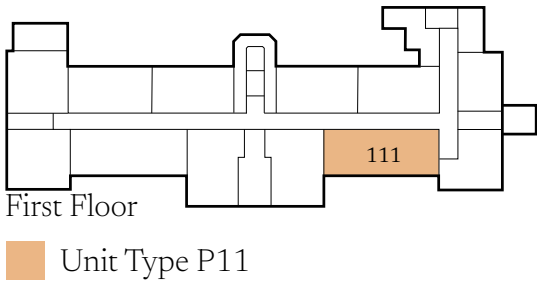
Liberty Campus GI, LLC | Pershing - Unit Type P10

18 February 2022 | Drawings represent a preliminary design to show Design intent and are subject to change during the design process.



Unit Type P11 - Two Bed One Bath

Number of units 1 Unit
Unit 111
• Residential Living Space 742 sf Total Square Footage 742 sf

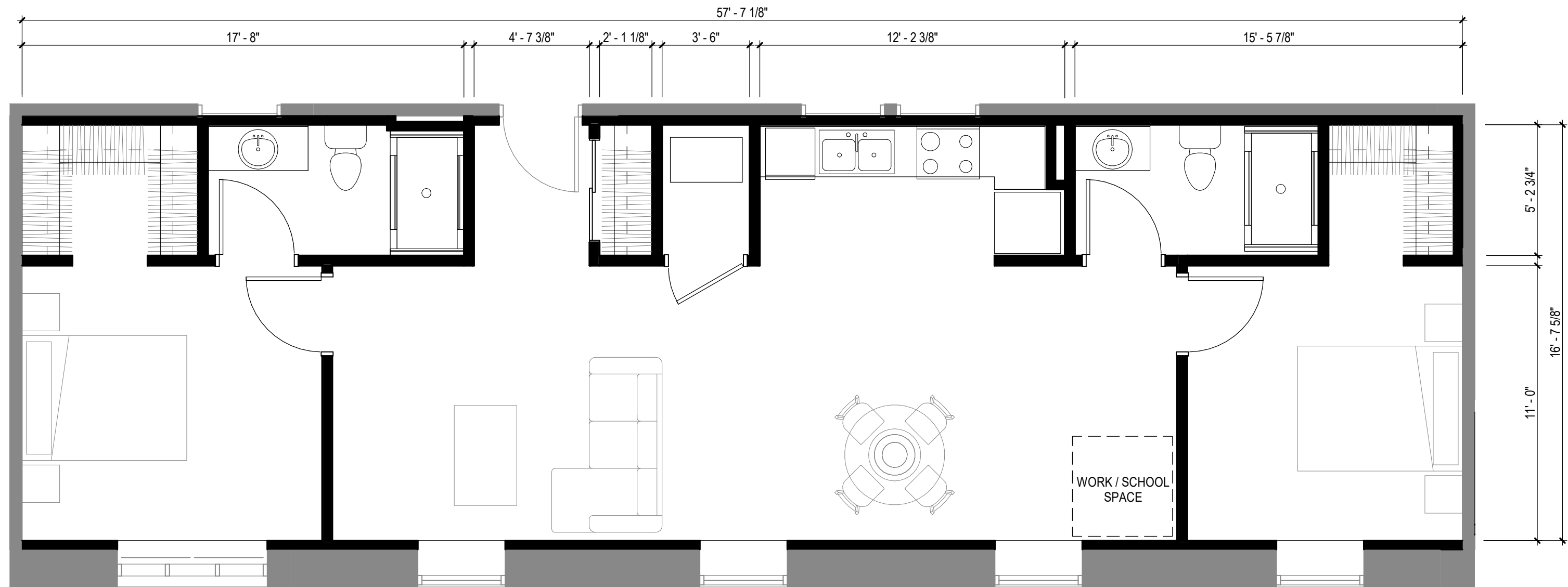
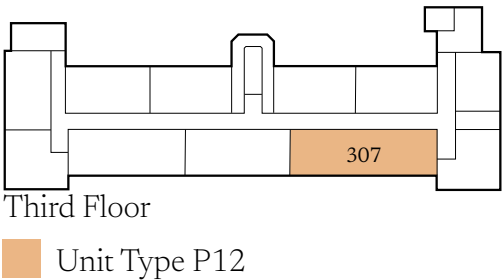


Unit Type P11 - Plan
Scale 1/4"=1'-0"



Unit Type P12 - Typical Two Bed Two Bath

Number of units 1 Unit
Unit 307
• Residential Living Space 955 sf Total Square Footage 955 sf



Unit Type P12 - Plan
Scale 1/4"=1'-0"

Pershing Preliminary Area Calculations

Level 01	
• Common area	3,119 sf
• <u>Gross Area</u>	<u>11,264 gsf</u>
Level 02	
• Common area	3,226 sf
• <u>Gross Area</u>	<u>10,807 gsf</u>
Level 03	
• Common area	3,027 sf
• <u>Gross Area</u>	<u>10,806 gsf</u>
• Building Common Area	9,372 sf
• Building Gross Area	32,877 gsf
Unit Count:	
• 1 BR/1 BA	25 units
• 2 BR/1 BA	5 units
• 2 BR/2 BA	1 units
• Total Unit Count	31 units
<hr/>	

Anderson Preliminary Area Calculations

Level 01	
• Common area	8,440 sf
• <u>Gross Area</u>	<u>23,624 gsf</u>
• Building Common Area	8,440 sf
• Building Gross Area	23,624 gsf
Unit Count:	
• 1 BR/1 BA	10 units
• 2 BR/1 BA	7 units
• Total Unit Count	17 units

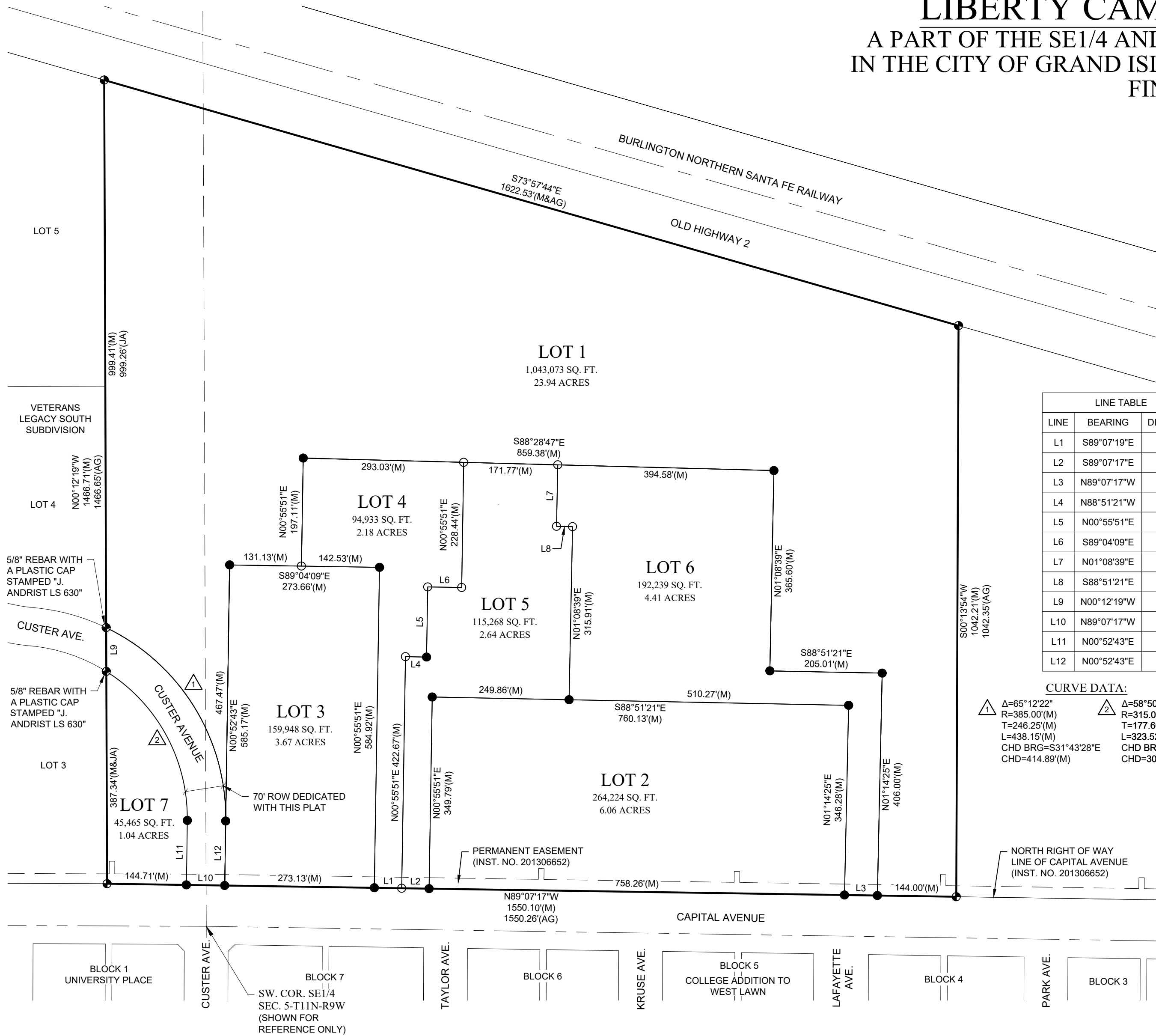
Exhibit B – ‘But for’ TIF + Estimated Real Estate Taxes on Project Site Upon Completion of Project:

Source of Financing	With TIF	Without TIF	Percentage of Capital	With TIF	Without TIF
Equity	13,665,000	13,665,000	Equity	78.40%	78.40%
Debt	3,050,000	3,050,000	Debt	17.50%	17.50%
TIF Loan	715,000		TIF Loan	4.10%	
Funding GAP		715,000	Funding GAP		4.10%
Total	17,430,000	17,430,000	Total	100%	100%
Proposed Buildings	Total Value				
17 unit residential	1,752,255				
31 unit residential	2,186,165				
	3,938,420				
Estimated Base value	(400,000)				
Incremental Value	3,538,420				
Estimated Levy	2.1470%				
Estimated Tax	75,969.88				
Term (years)	15				
Rate	4.50%				
TIF available	\$815,881.97				

Operating Proforma

REVENUE		
Gross Rent		365,000
Other Income		20,000
Vacancy		(25,000)
Net Revenue/EGI		360,000
EXPENSES		
General and Administrative		60,000
Operating Expense		45,000
Maintenance Expense		50,000
Insurance		17,000
Property Taxes		85,000
TOTAL OPERATING EXPENSES		\$ 257,000
NET OPERATING INCOME		103,000
Debt Service		(142,826)
TIF Rebate		75,000
Cash Flow		35,174

LIBERTY CAMPUS SUBDIVISION
A PART OF THE SE1/4 AND SW1/4 OF SECTION 5-T11N-R9W
IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
FINAL PLAT



LEGAL DESCRIPTION: (INST. NO. 202004942)

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 5; THENCE N89°03'58"W (ASSUMED BEARING) ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°16'04"E ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 75.00 FEET TO THE NORTH RIGHT OF WAY LINE OF CAPITAL AVENUE, AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 201306652; THENCE N89°03'59"W ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 480.00 FEET TO THE POINT OF BEGINNING; THENCE N00°16'04"E, PARALLEL WITH THE WEST LINE OF SAID PARCEL, A DISTANCE OF 1042.35 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF OLD NEBRASKA HIGHWAY 2, AS DESCRIBED AND RECORDED IN MISC. RECORD U, PAGE 486; THENCE N73°54'50"W ON SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1622.53 FEET; THENCE S00°09'33"E, PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1466.65 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE S89°03'59"E ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1550.26 FEET TO THE POINT OF BEGINNING, CONTAINING 44.76 ACRES, MORE OR LESS.

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT H.E.L.P. FOUNDATION OF OMAHA, INC., A NEBRASKA CHARITABLE CORPORATION, BEING THE OWNERS OF THE LAND DESCRIBED HERE, HAS CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "LIBERTY CAMPUS SUBDIVISION" IN THE CITY OF GRAND ISLAND, NEBRASKA AS SHOWN ON THE ACCOMPANYING PLAT THEREOF, AND DOES HEREBY DEDICATE THE EASEMENTS, IF ANY, AS SHOWN THEREON FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE OF PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHT OF INGRESS, EGRESS THERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO,

THIS _____ DAY OF _____, 2022.

ARUN AGARWAL, CEO

STATE OF _____)
COUNTY OF _____) SS

BEFORE ME, A NOTARY PUBLIC QUALIFIED IN SAID COUNTY, PERSONALLY CAME, ARUN AGARWAL CEO, KNOWN TO ME TO BE THE IDENTICAL PERSON WHO SIGNED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL ON _____ DAY OF _____, 2022.

NOTARY PUBLIC

MY COMMISSION EXPIRES

APPROVAL:

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

CHAIRMAN _____ DATE _____

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA.

THIS _____ DAY OF _____, 2022.

MAYOR

CITY CLERK

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ON FEBRUARY 21ST, 2022, I COMPLETED AN ACCURATE SURVEY OF "LIBERTY CAMPUS SUBDIVISION" IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS OF EACH LOT ARE AS SHOWN ON THE PLAT; THAT EACH LOT BEARS ITS OWN NUMBER; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

ADAM J. GOERTZEN L.S. 704

SURVEYOR'S REPORT:

THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH SEVEN LOTS LOCATED IN THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE SIXTH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

EXISTING MONUMENTS OF RECORD WERE FOUND AT LOCATIONS SHOWN ON THIS PLAT. ALL MONUMENTS FOUND ARE A 5/8" REBAR WITH A PLASTIC CAP STAMPED "GOERTZEN, LS 704", UNLESS NOTED OTHERWISE. ALL MONUMENTS SET ARE A 5/8" BY 24" REBAR WITH A PLASTIC CAP STAMPED "GOERTZEN, LS 704", UNLESS NOTED OTHERWISE.

ALL LINES WERE PRODUCED AND ANGLES AND DISTANCES MEASURED WITH A TRIMBLE R12i GNSS RECEIVER UTILIZING THE SEILER INSTRUMENTS REAL TIME NETWORK.

OWNER: H.E.L.P. FOUNDATION OF OMAHA, INC.
LAND SURVEYOR: JEQ CONSULTING GROUP

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°07'19"E	50.00'
L2	S89°07'17"E	50.00'
L3	N89°07'17"W	60.00'
L4	N88°51'21"W	38.48'
L5	N00°55'51"E	128.00'
L6	S89°04'09"E	62.01'
L7	N01°08'39"E	112.28'
L8	S88°51'21"E	29.21'
L9	N00°12'19"W	79.96'
L10	N89°07'17"W	70.00'
L11	N00°52'43"E	117.70'
L12	N00°52'43"E	117.70'

CURVE DATA:	
Δ=65°12'22"	Δ=58°50'44"
R=385.00'(M)	R=315.00'(M)
T=246.25'(M)	T=177.66'(M)
L=438.15'(M)	L=323.52'(M)
CHD BRG=S31°43'28"E	CHD BRG=N28°32'39"W
CHD=414.89'(M)	CHD=309.49'(M)

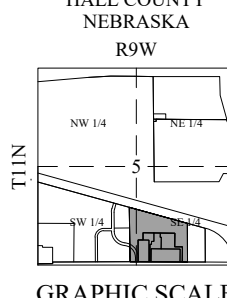
NORTH RIGHT OF WAY
LINE OF CAPITAL AVENUE
(INST. NO. 201306652)

LEGEND

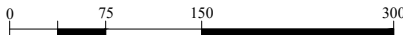
- MONUMENT FOUND (5/8" REBAR WITH A PLASTIC CAP STAMPED "GOERTZEN LS 704")
- MONUMENT SET (5/8"x24" REBAR WITH A PLASTIC STAMPED "GOERTZEN LS 704")
- MONUMENT SET (SURVEY NAIL MARKER WITH AN ALUMINUM DISK STAMPED "A. GOERTZEN LS 704")
- D DEEDED DISTANCE
- G GOVERNMENT DISTANCE
- M MEASURED DISTANCE
- P PLATTED DISTANCE

REPOSITORY STAMP

VICINITY SKETCH



GRAPHIC SCALE



800.723.8567
Grand Island, NE 308.381.7428
www.jeq.com

PROJECT NO. R211674
DATE 8/1/2022
DRAWN BY AG
FILE NAME 210714 Survey.dwg
FIELD BOOK GRAND ISLAND #9
FIELD CREW BS
SURVEY FILE NO. 2021-246

1 OF 1



September 13, 2022

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

Dear Dr. Schroeder,

This letter is to inform you that the Community Redevelopment Authority (CRA) of the City of Grand Island has received an application requesting Tax Increment Financing (TIF) for a residential development including 48 one and two bedroom apartments at the former Veterans' Home in northern Grand Island. This would including the Pershing and Anderson buildings. This is the first phase of the Liberty Campus Development.

The application seeks \$715,000 in TIF assistance for the development of the 48 units of housing in the Pershing and Anderson Buildings. These will be marketed primarily to veterans and person 55 and older. It is estimated that this development will take place over the next year though that may occur quicker based on market conditions.

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

- CRA receives initial application, 4 p.m., September 21.
- Regional Planning Commission holds public hearing 6 p.m., October 5.
- CRA reviews Planning Commission recommendation, 4 p.m. October 12.
- Grand Island City Council holds public hearing and takes action, 7 p.m., October 25.
- CRA considers redevelopment contract, 4 p.m. on or after November 9.

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

Sincerely,

Chad Nabity, AICP
Director

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

RESOLUTION NO. 407

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Passed and approved this 21st day of September, 2022

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

By Thomas E. Gabel
Chairperson

ATTEST:

Chad A. [Signature]
Secretary

Liberty Campus GI LLC- 2206 W Capital, Pershing and Anderson Buildings-Area 16

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

RESOLUTION NO. 408

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

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area 16, from Liberty Campus GI, LLC, (The "Developer") for redevelopment located at 2206 W. Capital Avenue to be platted as Liberty Campus Subdivision, an area within the city limits of the City of Grand Island, as set forth in Exhibit 1 attached hereto; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 1;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

Passed and approved this 21st day of September, 2022.

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

By Thomas E. Gabor
Chairperson

ATTEST:

Chad A.
Secretary

Liberty Campus GI LLC- 2206 W Capital, Pershing and Anderson Buildings-Area 16

Exhibit 1

Draft Redevelopment Plan Forwarded to the Planning Commission

Liberty Campus GI LLC- 2206 W Capital, Pershing and Anderson Buildings-Area 16

Resolution Number 2023-01

HALL COUNTY REGIONAL PLANNING COMMISSION

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

WHEREAS, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "**Authority**"), referred the **amendment of the Redevelopment Plan for CRA Area 16 requested by Liberty Campus GI LLC** to the Hall County Regional Planning Commission, (the "**Commission**") for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "**Act**"); and

WHEREAS, the Commission held a public hearing on the proposed plan on October 5, 2022, and

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

WHEREAS, the Commission advertised the time, date and location public hearing in the Grand Island Independent on Saturday September 17th and 24th, and

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

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

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

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

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

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

DATED: October 5, 2022

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By: 
Chair

By: 
Secretary

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

RESOLUTION NO. 410

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

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

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

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

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

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

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

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

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

Section 3. In compliance with section 18-2114 of the Act, the Authority finds and determines as follows: (a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Authority and the Authority shall receive no proceeds from disposal to the Redeveloper; (b) the estimated cost of project acquisition and the estimated cost of acquisition of property, preparation for redevelopment including site work, rehabilitation, public utilities and streets, trails and sidewalks described in detail in Exhibit B attached hereto; (c) the method of acquisition of the real estate shall be by private contract by the Redeveloper and not by condemnation; and (d) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the approximate amount of \$715,000 which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper. No families will be displaced from the Redevelopment Project Area as a result of the project.

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

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

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

PASSED AND APPROVED this 19th day of October, 2022.

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

ATTEST:

By: _____


Secretary

By: _____

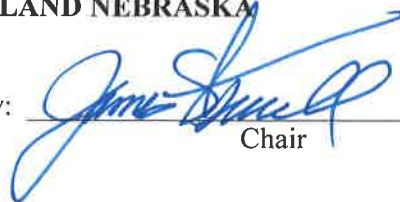

Chair

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

Legal Descriptions: Part of the South ½ of Section 5, Township 11 north, Range 9 West of the 6th P.M in the City of Grand Island, Hall County, Nebraska. Proposed for platting as Lot 3 of the Liberty Campus Subdivision



* * * * *

EXHIBIT B

FORM OF REDEVELOPMENT PLAN



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item E-3

Public Hearing on Redevelopment Plan for CRA No. 34 for Property Located North of Faidley Avenue and East of Claude Road, Grand Island, Nebraska for Commercial Purposes (KER Enterprises, LLC)

Council action will take place under Resolutions item I-3.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: October 25, 2022

Subject: Site Specific Redevelopment Plan for CRA Area #34
KER Enterprises LLC – Castaways

Presenter(s): Chad Nabity, AICP CRA Director

Background

KER Enterprises LLC is proposing to develop property north of Faidley Avenue and east of Claude Road for commercial purposes including a family entertainment center with miniature golf, laser tag, axe throwing, duck pin bowling, and an arcade along with food and drink. The property is currently zoned B2 General Business and these uses would be consistent with the existing zoning. Staff has prepared a redevelopment plan for this property consistent with the TIF application.

The CRA reviewed the proposed development plan on September 21, 2022 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on October 5, 2022. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on October 5, 2022. The Planning Commission approved Resolution 2023-02 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved Resolution 409 forwarding the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration.

Discussion

Tonight, Council will hold a public hearing to take testimony on the proposed plan (including the cost benefit analysis that was performed regarding this proposed project)

and to enter into the record a copy of the plan amendment that would authorize a redevelopment contract under consideration by the CRA.

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #34 and authorizes the CRA to execute a contract for TIF based on the plan amendment and to find that this project would not be financially feasible at this location without the use of TIF. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for the acquisition of the property as well as the site work, grading, streets, utilities, and trails. The CRA will retain 25% of the TIF to reimburse the City for construction of Claude Road improvements. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The bond for this project will be issued for a period of 15 years. The proposed bonds for this project will be issued for the amount of \$1,420,596 and \$473,532 for a total of \$1,894,128

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution as submitted.

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

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

Executive Summary:

Project Description

THE REDEVELOPMENT OF LOT 1 OF CRANE VALLEY NINTH SUBDIVISION, APPROXIMATELY 5.6 ACRES OF PROPERTY LOCATED FAIDLEY AVENUE AND EAST OF CLAUDE ROAD IN GRAND ISLAND FOR A COMMERCIAL PURPOSES INCLUDING A FAMILY ENTERTAINMENT CENTER.

The use of Tax Increment Financing to aid in redevelopment expenses associated with acquisition, site work and planning for the development of a family entertainment center offering miniature golf, axe throwing, duck-pin bowling, laser tag, a redemption arcade and party rooms. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project affordable.

KER Enterprises LLC has purchased this property with the intent to develop it for the stated purpose. This project is in CRA Area 34. This redevelopment project includes two components. The first component supports the private project. The second component will support the construction of Claude Road between Faidley Avenue and State Street (the “Public Project”). The CRA will issue two TIF Notes. Seventy five percent of the TIF Revenue will be allocated to the TIF Note purchased by the Redeveloper. Twenty Five percent of the TIF Revenue will be allocated to the TIF Note to support the Public Project, which shall be assigned by the Redeveloper to the CRA. The CRA will enter into a contract with the City to install the Public Project. The City will be reimbursed for the Public Project by assignment of the TIF Note for the Public Project. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with this project. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over multiple 15 year periods beginning January 1, 2024 towards the allowable costs and associated financing for the development of this property.

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

Legal Descriptions: Lot 1 of Crane Valley Ninth Subdivision in the City of Grand Island, Nebraska (PID 400416174)



Existing Land Use and Subject Property

The tax increment will be captured for the tax years the payments for which become delinquent in years 2024 through 2038 inclusive.

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

Statutory Pledge of Taxes.

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

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

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

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to redevelop the property for permitted uses on this property as defined by the current and effective zoning regulations. **The Hall County Regional Planning Commission held a public hearing at their meeting on October 5, 2022 and passed Resolution 2023-02 confirming that this project is consistent with the Comprehensive Plan for the City of Grand Island.**

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

a. Land Acquisition:

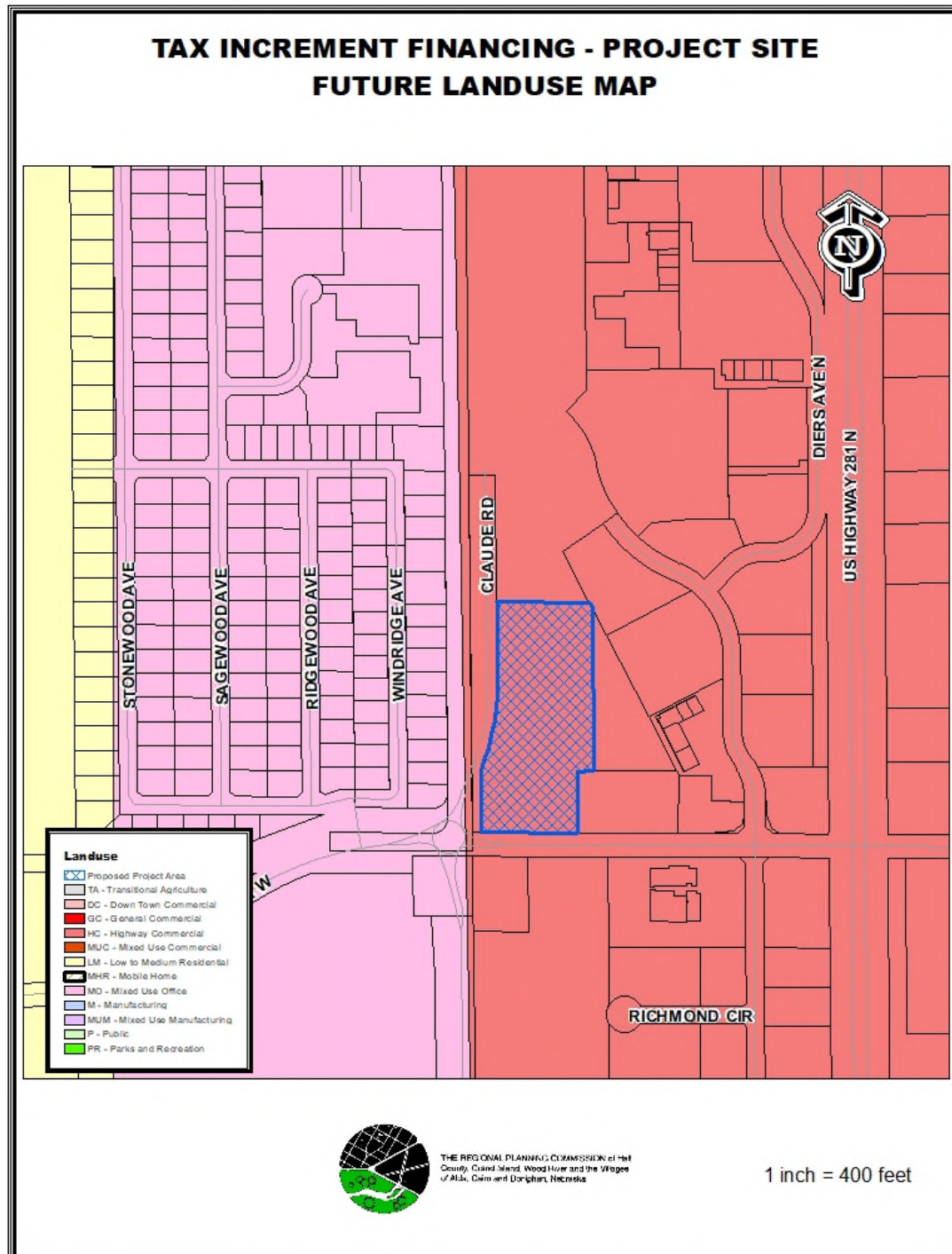
This Redevelopment Plan for Area 34 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

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

c. Future Land Use Plan

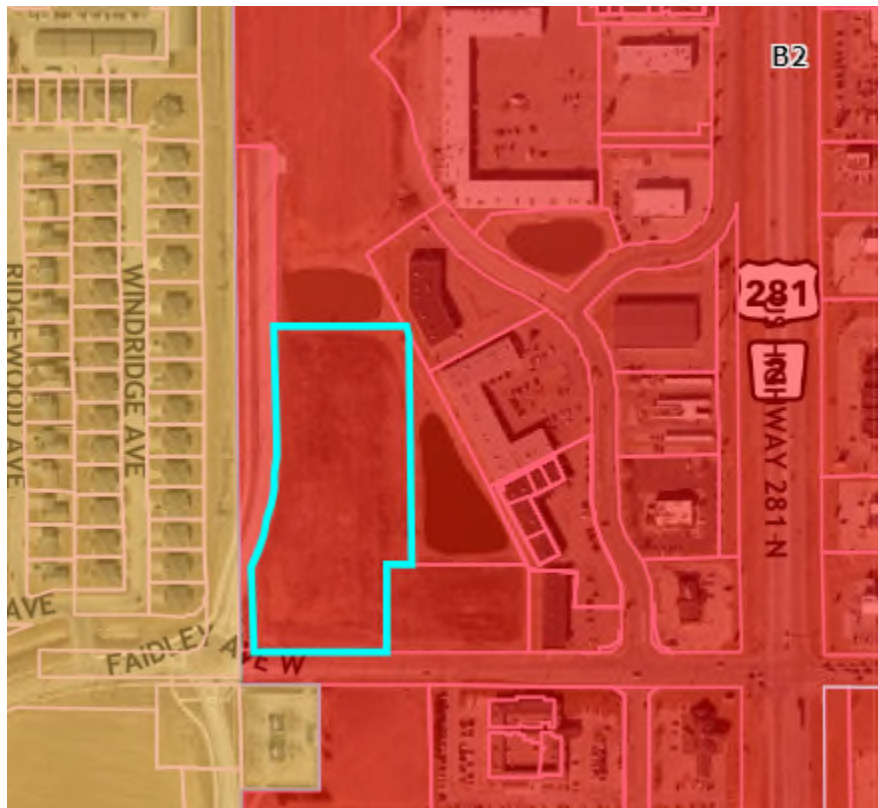
See the attached map from the 2004 Grand Island Comprehensive Plan. All of the area around the site in private ownership is planned for commercial development. This property is in private ownership. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment.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



City of Grand Island Future Land Use Map

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

The area is zoned B2 General Business. The future land use map calls for commercial uses at this location. No new utilities are anticipated and needed to support this project. This project will be used in part to fund portions of Claude Road north of this location up to State Street. Up to 25% of the total tax increment generated by this project will be dedicated to paying for those improvements. No changes are anticipated in building codes or other ordinances. No other planning changes contemplated. [§18-2103(b) and §18-2111]



Current Zoning on the Site

e. Site Coverage and Intensity of Use

The B2 zoning district allows for a wide variety of commercial uses including entertainment centers like the one proposed. The minimum lot size in the B2 zone is 3000 square feet and the maximum ground coverage is 100%. *Appendix A of this plan includes the developer's vision for the development.* [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

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

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

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

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

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

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

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

The purchase price of the property is \$1,253,335 as an eligible expense. The estimated costs of utilities including sewer and water is \$400,295. Streets and drainage are estimated at \$299,760. Sitework and grading are estimated at \$397,490. Planning activities including engineering, architecture, legal fees and government fees are estimated at \$186,461. The total of the eligible expenses for this project is estimated by the developer at \$2,537,341.

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$1,420,596 from the proceeds of the TIF. The project will include the project as describe in this plan and costs associated with building Claude Road between this property and State Street. The revenues shall be split with 75% dedicated to the entertainment center project paid to the developer and 25% dedicated to Claude Road and paid to the city for those expenses. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues

shall be made available to repay the original debt and associated interest after January 1, 2024 through December 2038.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

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

The Authority has considered these elements in proposing this Plan. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions. This will accomplish the goal of providing for the development of Claude Road and reducing congestion along Diers Avenue within the City of Grand Island and encouraging infill development.

8. Time Frame for Development

Development of this project is anticipated to begin in the 2022 year. The commercial build out will occur before the end of 2023. Claude Road will be extended as is feasible and budget permits. Excess valuation should be available 15 years beginning with the 2024 tax year.

9. Justification of Project

Family entertainment options are somewhat limited in Grand Island and this has been exacerbated with the loss of Skate Island and the entertainment options at that facility. This is an opportunity to encourage new uses that will increase tourism opportunities and capture local entertainment dollars.

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

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

Project Sources and Uses. Approximately \$1,420,596 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. The project should generate an additional \$473,532 that will be available to the City for improvements in the Claude Road corridor. This investment by the Authority will leverage \$5,917,138 in private sector financing and investment; a private investment of \$4.17 for every TIF dollar invested. In addition, over \$440,000 will be generated for Claude Road.

Use of Funds Description	Source of funds		
	TIF Funds	Private Funds	Total
Site Acquisition	\$1,253,335		\$1,253,335
Building Costs		\$4,434,755	\$4,434,755
Sewer		\$10,370	\$10,370
Water		\$316,315	\$316,315
Electric		\$73,610	\$73,610
Public Streets/ sidewalks		\$299,760	\$299,760
Site prep/ Dirt work	\$167,261	\$230,229	\$397,490
Planning (Arch. & Eng.)		\$167,500	\$167,500
Financing fees/ audit		\$365,638	\$365,638
Legal/ TIF contract		\$11,461	\$11,461
Other		\$7,500	\$7,500
25% for Claude Road	\$473,532		
Total	\$1,894,128	\$5,917,138	\$7,337,734

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2023 valuation of approximately \$375,297. Based on the 2021 levy this would result in a real property tax of approximately \$8,138. It is anticipated that the assessed value will increase by \$5,823,482 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$126,275 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for the period of the bonds, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2023 assessed value:	\$ 375,297
Estimated value after completion	\$ 6,198,779
Increment value	\$ 5,823,482
Annual TIF generated (estimated)	\$ 126,275
TIF bond issue	\$ 1,894,128

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

The redevelopment project area currently has an estimated valuation of \$375,297. The proposed redevelopment will create additional valuation of \$5,823,482. The project creates additional valuation that will support taxing entities long after the project is paid off along with providing provide for the development and construction of Claude Road. The tax shift from this project will be equal to the total of the bond principal of \$1,894,128 if fully funded and any associated interest on the bond to be assigned with contract approval.

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

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

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

This development is expected to result in 9 full time staff and 55-60 part time employees to staff the facility.

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

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

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

This development is not expected to have any direct impact on student populations as it does not involve residential uses.

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

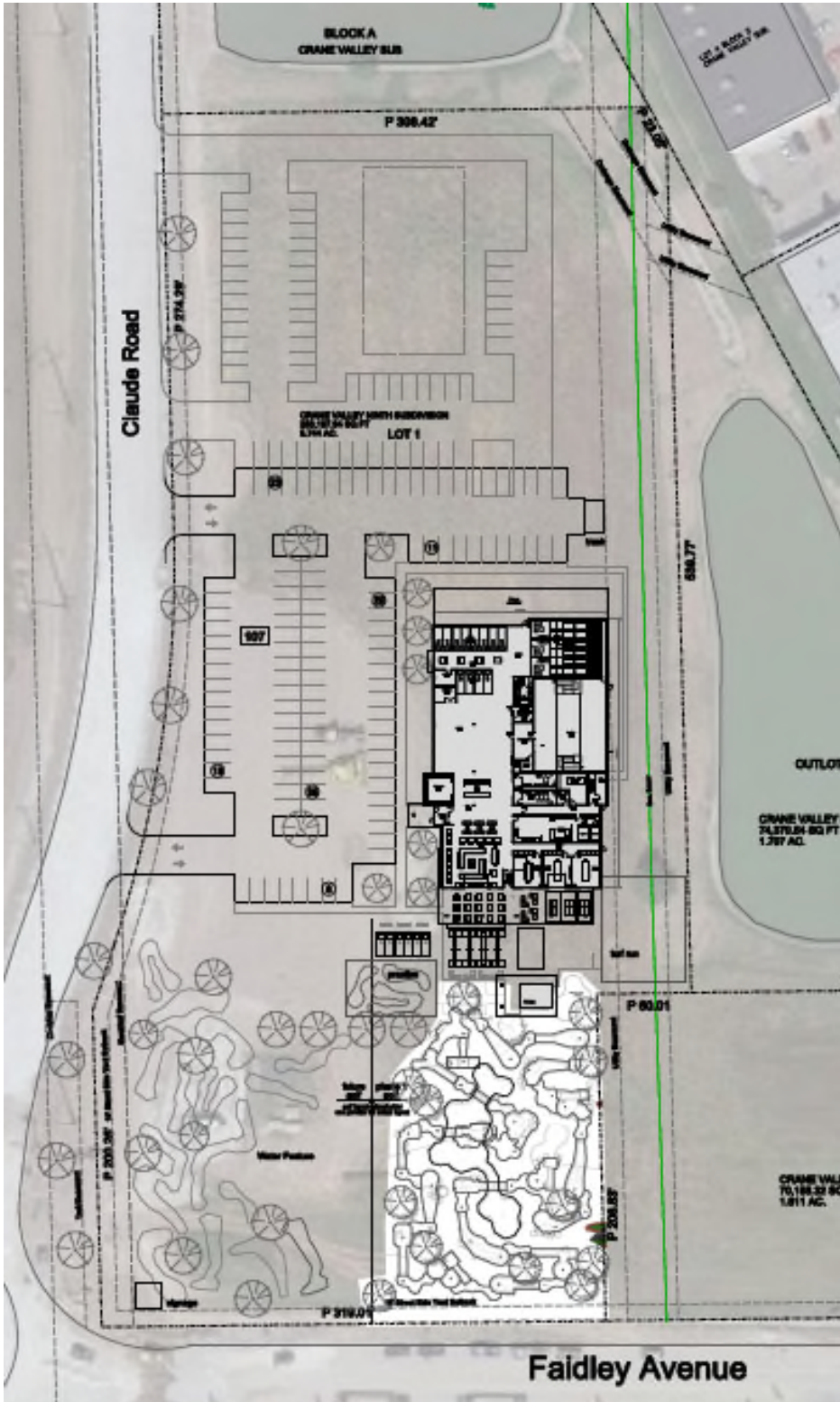
Twenty Five percent of the increment generated approximately \$440,000 will be made available to the City of Grand Island for the development of Claude Road to the north and west of this property.

Time Frame for Development

Development of this project is anticipated to be completed between Fall of 2022 and the end of 2023. The base tax year should be calculated on the value of the property as of January 1, 2023. Excess valuation should be available for this project beginning in 2024 with taxes due in 2025. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or a base amount of \$1,894,128 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the rehabilitation the developer will spend at least \$2,500,000 on TIF eligible activities without including City expenditures on Claude Road.

Appendix A

Site Plan for Development





BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name:

KER ENTERPRISES, LLC

Address:

605 SANDALWOOD DR, GRAND ISLAND, NE 68803

Telephone No.: 308-379-5125

Fax No.: _____

Email: KISSLER.BRAD@GMAIL.COM

Contact:

BRAD KISSLER

Application Submission Date: _____

Brief Description of Applicant's Business:

KER Enterprises, LLC is organized as a Nebraska LLC. Subsequent to the project's completion, which is pending this Tax Increment Financing application (TIF) approval, the company and affiliates will operate Castaways Entertainment Center, a family fun center. The facility will include a restaurant/bar area, miniature golf, axe throwing, duck-pin bowling, laser tag, redemption arcade, and party rooms.

Legal Description/Address of Proposed Project

Crane Valley Ninth Sub Lot 1, Hall County Nebraska (Parcel 0400416174)

Community Redevelopment Area Number _____

Present Ownership Proposed Project Site:
KER Enterprises, LLC

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

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

Building square footage will be approximately 20,000 square feet

Parking square footage will be approximately 35,781 square feet for 111 parking stalls

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land	\$ 1,253,335
B. Building	\$

Construction Costs:

A. Renovation or Building Costs:	\$ 4,434,755
B. On-Site Improvements:	
Sewer	\$ 10,370
Water	\$ 316,315
Electric	\$ 73,610
Gas	\$
Public Streets/Sidewalks	\$

Private Streets	\$ 299,760
Trails	\$
Grading/Dirtwork/Fill	\$ 397,490
Demolition	\$
Other	\$
Total	\$ 6,785,635

Soft Costs:

A. Architectural & Engineering Fees:	\$ 167,500
B. Financing Fees:	\$ 365,638
C. Legal	\$ 11,461
D. Developer Fees:	\$
E. Audit Fees	\$
F. Contingency Reserves:	\$
G. Other (Please Specify) Accounting	\$ 7,500
TOTAL	\$ 7,337,734

Total Estimated Market Value at Completion: \$ 6,737,800

Source for Estimated Market Value Market value arrived at using the lessor of cost or
estimated assessed value provided by Hall County Assessor

Source of Financing:

A. Developer Equity:	\$ 603,400
B. Commercial Bank Loan:	\$ 4,840,206
C. Tax Credits:	
1. N.I.F.A.	\$
2. Historic Tax Credits	\$
3. New Market Tax Credits	\$
4. Opportunity Zone	\$
D. Industrial Revenue Bonds:	\$
E. Tax Increment Assistance: See Note 1	\$ 1,894,128
F. Enhanced Employment Area	\$

Form Updated 7-25-2019cn Note 1: TIF requested at zero percent lending rate is \$1,894,128. After applying a 5.5% lending rate on a 15-year term note with monthly payments the principal amount is \$1,287,865 (interest component is \$606,263).

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

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

Peace Studio Architects
1835 Kings Hwy, Suite B
Lincoln, NE 68502

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

\$126,275 - See Exhibit B

Project Construction Schedule:

Construction Start Date:
November 1, 2022

Construction Completion Date:
March 31, 2024

If Phased Project:

N/A	Year	% Complete
_____	Year	% Complete
_____	Year	% Complete
_____	Year	% Complete
_____	Year	% Complete
_____	Year	% Complete
_____	Year	% Complete

XII. Please Attach Construction Pro Forma See Exhibit C

XIII. Please Attach Annual Income & Expense Pro Forma See Exhibit D
(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

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

\$1,894,128 of tax increment financing (based on a 0% lending rate) is being requested to assist in the construction of the Castaways Entertainment Center located in the Crane Valley Subdivision of Hall County, which is intended to provide entertainment for the entire family. The project involves the construction of one large building, as well as concrete work for foundations and access areas, appropriate sewer and electrical hookups to the city water and electric facilities. Further significant costs will be incurred in setting up individual sections of the overall facility for the differing entertainment activities

The TIF funds will enable the project to be undertaken and will result in vast improvements to the current location and localized area in Grand Island, NE, affording family entertainment for both the community and outside-community visitors.

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

Tax increment financing is an integral and essential component to the project completion, which is contingent upon receipt of the expected tax increment assistance. Feasibility is dependent on TIF funds that will enable the creation of adequate economics in operating the new development at a competitive rate in the specified area (See Exhibit E for the capitalization rate analysis.)

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

Home Federal Bank
221 S Locust St
Grand Island, NE 68801
308-382-4000

CMBA Architects
208 N Pine St #301
Grand Island, NE 68801
308-384-4444

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

KER Enterprises, LLC
Tax Increment Financing Request
Estimated Real Estate Taxes on Project Site Upon Completion of Project

Existing Assessed Value and Real Estate Tax on Project Site

Parcel Number	Assessed Value (2022)			Taxes	Sq Feet	Mil Rate
	Improvements	Land	Total			
400416174	-	375,297	375,297	8,137.86	250,198	2.1683786%

Estimated Real Estate Taxes on Project Site Upon Completion of Project

	2022 Assessment	Note 1 Limitation
2022 taxes assessed on site prior to project commencement	8,138	
Divided by base assessed value	375,297	
Estimated tax rate	2.168380%	
Projected costs increasing taxable value	5,823,482	
Less base assessed on demolished building(s)	-	
Projected increase in taxable value (TIF Increment)	5,823,482	
Base assessed value	375,297	
Proposed assessed value	6,198,779	
Estimated annual real estate tax after project completion	134,413	
Less existing annual real estate tax	(8,138)	
Estimated increase in annual real estate tax	126,275	157,989
Requested TIF assistance at zero percent lending rate	15 1,894,128	15 2,369,841

Principal debt service at indicated rate		Rate	Principal	Principal
With annual note payments	PVA	5.50%	1,267,498	1,585,831
With monthly note payments	PVA	5.50%	1,287,865	1,611,314

Notes:

- 1.) This column represents requested financing in the event the tax increment over 15 years exceeds actual qualified TIF costs. Requested TIF assistance is limited to qualified costs.

Exhibit B

**KER Enterprises, LLC
Project Cost Summary**

Description	Total	TIF Qualified (Q) Non-Qualified (NQ)
TIF non-qualified general conditions	2,160,585	NQ
TIF qualified sitework	397,490	Q
TIF non-qualified sitework	108,680	NQ
Subtotal	506,170	
TIF qualified concrete	299,760	Q
TIF non-qualified concrete	314,600	NQ
Subtotal	614,360	
Metals	444,000	NQ
Overhead doors	18,700	NQ
Hollow metal door	112,050	NQ
Drywall	303,000	NQ
Painting	93,000	NQ
TIF qualified plumbing	326,685	Q
TIF non-qualified plumbing	226,920	NQ
Subtotal	553,605	
TIF qualified electrical	73,610	Q
TIF non-qualified electrical	820,720	NQ
Subtotal	894,330	
Total project costs per construction pro-forma	5,699,800	
Other costs:		
Land	1,253,335	Q
Financing	365,638	NQ
Legal & accounting	18,961	Q
Total project costs	7,337,734	
Total TIF qualified costs (Q)	2,369,841	
Total TIF non-qualified costs (NQ)	4,967,893	
Total project costs	7,337,734	

Exhibit C

**KER Enterprises, LLC
Tax Increment Financing Application
Capitalization Rate Analysis**

	<u>With Tax Increment Financing</u>	<u>Without Tax Increment Financing</u>
Net cash receipts (disbursements)	(330,423)	(456,698)
Add back: debt service	<u>575,862</u>	<u>575,862</u>
Net operating income	245,439	119,164
Divided by fair market value	6,737,803	6,737,803
Equals capitalization rate	3.64%	1.77%

Exhibit E

KER Enterprises, LLC

**PROJECTED STATEMENTS OF RECEIPTS AND DISBURSEMENTS UNDER VARIOUS TAX INCREMENT FINANCING
SCENARIOS DETAILED IN NOTE A – CASH BASIS**

Twelve Months Ending After Project Completion

CONTENTS

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SUMMARY OF SIGNIFICANT PROJECTION ASSUMPTIONS	6

INTRODUCTION

The projection in this illustration presents the entity's, KER Enterprises, LLC's, projected receipts and disbursements under the hypothetical assumptions in Note A on the cash basis for the twelve months ending after project completion.

INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To Management of
KER Enterprises, LLC
Grand Island, NE

Management is responsible for the accompanying projection of KER Enterprises, LLC, which comprise projected statements of receipts and disbursements under various tax increment financing scenarios detailed in Note A – cash basis of KER Enterprises, LLC (see introduction), for the twelve months ending after project completion, and the related summaries of significant assumptions in accordance with guidelines for the presentation of a projection established by the American Institute of Certified Public Accountants (AICPA). We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not examine or review the projection nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on this projection.

Even if the tax increment financing (TIF) scenarios outlined occurs, the projected results may not be achieved, as there will usually be differences between the projection and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

Management has elected to omit substantially all disclosures and the summary of significant accounting policies required by the guidelines for presentation of a projection established by the AICPA other than those related to the significant assumptions. If the omitted disclosures and accounting policies were included in the projection, they might influence the user's conclusions about KER Enterprises, LLC's net cash receipts and disbursements for the projection period. Accordingly, this projection is not designed for those who are not informed about such matters.

The accompanying projection and this report are intended solely for the information and use of KER Enterprises, LLC, the Grand Island Community Redevelopment Authority, the Grand Island City Council, and certain individuals and organizations involved in the tax increment financing application process and are not intended to be and should not be used by anyone other than these specified parties.

Grand Island, NE
September 1, 2022

KER Enterprises, LLC

PROJECTED STATEMENTS OF RECEIPTS AND DISBURSEMENTS UNDER VARIOUS TAX INCREMENT FINANCING SCENARIOS DETAILED IN NOTE A - CASH BASIS

Twelve Months Ending After Project Completion

	With Tax Increment Financing	Without Tax Increment Financing
Gross Taxable Income:		
Gross Revenue	\$ 954,861	\$ 954,861
Tax increment financing (TIF) revenue	126,275	-
	<u>1,081,136</u>	<u>954,861</u>
Tax Deductions:		
Interest expense - TIF debt	69,413	-
Interest expense - Non-TIF debt	295,715	365,128
Real estate tax (existing)	8,138	8,138
Real estate tax (TIF increment)	126,275	126,275
Real estate tax (increment in excess of allowed TIF qualified costs)	-	-
Cost of Goods Sold	104,741	104,741
Utilities	18,700	18,700
Insurance	24,000	24,000
Professional Services	4,500	4,500
Wages	173,485	173,485
Other cash expenses	375,858	375,858
Depreciation and amortization	140,059	140,059
	<u>1,340,884</u>	<u>1,340,884</u>
 Taxable loss	 (259,748)	 (386,023)
 Adjustments to Arrive at Net Cash Receipts (Disbursements)		
Depreciation & amortization	140,059	140,059
Principal debt service - TIF	(56,862)	-
Principal debt service - Non-TIF	(153,872)	(210,734)
	<u>(70,675)</u>	<u>(70,675)</u>
 Net cash receipts	 <u>\$ (330,423)</u>	 <u>\$ (456,698)</u>

See the summary of significant projection
assumptions and the independent accountants' compilation report.
Schroeder & Schreiner, P.C.

KER Enterprises, LLC

SUMMARY OF SIGNIFICANT PROJECTION ASSUMPTIONS

Twelve Months Ending After Project Completion

NOTE A – NATURE AND LIMITATION OF PROJECTIONS

The accompanying projection presents, to the best of KER Enterprises, LLC's knowledge and belief, cash receipts and disbursements for the twelve months ending after project completion to be generated by and entertainment establishment located in Grand Island, Nebraska. Stated cash receipts and disbursements are intended to convey results of operations after the anticipated 2024 completion of phase 1 of the project, assuming funding of the estimated construction and acquisition costs of \$7,337,734 both with, and in the absence of, tax increment financing assistance. The projection reflects their judgment as of September 1, 2022, the date of this projection, of the expected conditions and their expected course of action. Actual results are likely to differ from the projected results because events and circumstances frequently do not occur as expected. Those differences may be material. The assumptions disclosed herein are those that management believes are significant to the projections. The projected information was prepared for use in a tax increment financing request to the Grand Island Community Redevelopment Authority.

NOTE B – BASIS OF ACCOUNTING

The presentations of cash receipts and disbursements for the projection period and the twelve months ending after project completion portray results using the cash basis of accounting. The results of this basis differ from those using generally accepted accounting principles primarily because the cash basis does not recognize assets other than cash and the debt principal outstanding under the tax increment financing or construction or building loan(s).

NOTE C – CASH RECEIPTS

KER Enterprises, LLC and its affiliates will be the owner and operating entity for Cataways Entertainment Center, a family fun center. This projection considers only expected operating results from the first year of operation of building completion. Revenue has been determined based on the knowledge and experience of the owners of KER Enterprises, LLC (and related parties) in the operation of similar facilities in the same locale.

The projection includes two scenarios dependent on whether or not the tax increment financing (TIF) request is approved. In the event of TIF approval, KER Enterprises, LLC will receive additional TIF revenue from the County based on the anticipated increase in the assessed value generated by the proposed project and the additional real estate tax that increase will generate. Both the TIF financing and real estate taxes are subject to the final determination of assessed value.

NOTE D – CASH DISBURSEMENTS

Interest expense and principal debt service are based on the assumption that with the exception of any TIF financing assistance, the entire construction project will be financed through \$603,400 of capital contributions from the owners of KER Enterprises, LLC with additional debt incurred to cover the remaining anticipated construction and improvement costs.

See independent accountants' compilation report
Schroeder & Schreiner, P.C.

KER Enterprises, LLC

SUMMARY OF SIGNIFICANT PROJECTION ASSUMPTIONS, Continued

Twelve Months Ending After Project Completion

NOTE D – CASH DISBURSEMENTS, Continued

TIF debt is based on an initial \$1,287,865 principal balance that can be serviced with the anticipated incremental real estate tax generated by the project. The loan is expected to have a 15-year term with scheduled monthly payments of \$10,523 (annual \$126,275) and an interest rate of approximately 5.5%. This debt reflects only that incurred to cover the first year after completion of the project.

The remaining construction and land acquisition costs, not funded through tax increment financing, will be satisfied with \$603,400 of capital contributions for land already owned and \$5,446,469 of bank debt for the residual obligation. All remaining non-TIF construction debt will have a 20-year term. All loans will have an annual interest rate of approximately 5.5%. Scenarios contemplating the denial of tax increment financing will assume bank debt replacing TIF financing at the same 15-year term and 5.5% annual interest rate as the equivalent TIF financing.

Projected real estate tax is expected to equal the current tax (for the 2022 year) plus additional tax generated by applying the current levy rate to the anticipated increase in assessed value to be generated by the construction project.

Projected costs for area water, sewer and utilities; insurance; repairs and maintenance; professional fees; and other costs are all based on the experience of KER Enterprises, LLC's members.

This projection estimates a taxable loss under all reporting scenarios. Accordingly, in anticipation of passive activity loss limitations restricting the use of said losses, no member distributions to cover estimated individual income tax (or contributions to reflect estimated income tax benefits) based on tax law provisions expected to be in effect during the projection period have been considered. Although not a cash expenditure, estimated depreciation has been calculated and included in the projection to arrive at net taxable income. Estimated capitalized costs are depreciated under the straight-line method for 39-year life building components.

See independent accountants' compilation report
Schroeder & Schreiner, P.C.

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

RESOLUTION NO. 405

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Passed and approved this 21st day of September, 2022

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

By Thomas E. Gibson
Chairperson

ATTEST:

Chad
Secretary

KER ENTERPRISES LLC-Castaways-Area 34

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

RESOLUTION NO. 406

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

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area 34, from KER Enterprises LLC, (The "Developer") for redevelopment located in the Lot 1 of Crane Valley Ninth Subdivision, an area within the city limits of the City of Grand Island, as set forth in Exhibit 1 attached hereto; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 1;

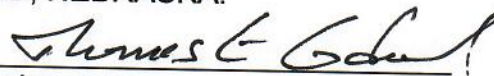
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

Passed and approved this 21st day of September, 2022.

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

By 
Chairperson

ATTEST:


Secretary

KER ENTERPRISES LLC-Castaways-Area 34

Exhibit 1

Draft Redevelopment Plan Forwarded to the Planning Commission

KER ENTERPRISES LLC-Castaways-Area 34

Resolution Number 2023-02

HALL COUNTY REGIONAL PLANNING COMMISSION

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

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

WHEREAS, the Commission held a public hearing on the proposed plan on October 5, 2022, and

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

WHEREAS, the Commission advertised the time, date and location public hearing in the Grand Island Independent on Saturday September 17th and 24th, and

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

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

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

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

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

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

DATED: October 5, 2022

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By: 
Chair

By: 
Secretary

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

RESOLUTION NO. 409

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

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

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

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

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

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

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

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

Area 34 Castaways KER Enterprises LLC

Page 1

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

Section 3. In compliance with section 18-2114 of the Act, the Authority finds and determines as follows: (a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Authority and the Authority shall receive no proceeds from disposal to the Redeveloper; (b) the estimated cost of project acquisition and the estimated cost of acquisition of property, preparation for redevelopment including site work, public utilities and streets, trails and sidewalks described in detail in Exhibit B attached hereto; (c) the method of acquisition of the real estate shall be by private contract by the Redeveloper and not by condemnation; and (d) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the approximate amount of \$1,894,128 which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper. No families will be displaced from the Redevelopment Project Area as a result of the project.

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

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

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

PASSED AND APPROVED this 19th day of October, 2022.

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

ATTEST:

By: _____

Secretary

By: _____

Chair

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

Legal Descriptions: Lot 1 of Crane Valley Ninth Subdivision in the City of Grand Island, Nebraska (PID 400416174)



* * * * *

EXHIBIT B

FORM OF REDEVELOPMENT PLAN



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item E-4

Public Hearing on Request from Coranco Great Plains, Inc. on behalf of LPB, LLC for a Conditional Use Permit for continued Operation of a Soil and Groundwater Remedial System located at 704 West 3rd Street

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

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: October 25, 2022

Subject: Request of Coranco Great Plains, Inc. on behalf of LPB, LLC for Conditional Use Permit for a Temporary Trailer located at 704 W. 3rd Street, Grand Island, NE

Presenter(s): Craig Lewis, Building Department Director

Background

This request is for approval of a conditional use permit to allow for the extended placement of a soil vapor extraction trailer to facilitate the removal of free phase petroleum from soil and groundwater at 724 W. 3rd. Street. The site is currently zoned (B-3) Heavy Business. Trailers and temporary buildings are only allowed within this zoning classification if approved by the City Council in the form of a conditional use permit limited to two years.

The original permit was granted on October 27, 2020 for a two year period.

Discussion

This proposal is to allow for the continued use of the trailer at the site to aid in the clean-up of soil and groundwater contaminants. The proposed length of time was for five years, however the City code provides a two year approval. The site location is such that it has not appeared to have any negative impact on the neighboring properties, and no concerns have been presented.

Alternatives

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

1. Approve the request for a conditional use permit finding that the proposed use is a listed conditional use in the zoning code and that it will not be detrimental to public health, safety, and the general welfare of the community.
2. Disapprove or/Deny the request finding that the proposal dose not conform to the purpose of the zoning regulations.

3. Modify the request to meet the wishes of the Council
4. Refer the matter to a special committee for a determination of a finding of fact.
5. Table the issue.

Recommendation

City Staff recommends that the Council approve the request finding that the proposal does promote the health, safety, and general welfare of the community, does protect the property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the request for a conditional use permit to allow for the continued use of a temporary vapor extraction facility for an additional two year period, with the possibility of extensions finding that the applications does conform with the provisions of the zoning regulations.

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Continued operation of Soil and Groundwater remedial system.
2. The owner(s) of the described property is/are: LPB, LLC
3. The legal description of the property is: Railroad Addition Lots 7 & 8 of Block 109
4. The address of the property is: 704 W. 3rd Street
5. The zoning classification of the property is: Commercial
6. Existing improvements on the property is: 3,000 sq ft Office, 336 sq ft Mini Storage, Asphalt paved lot
7. The duration of the proposed use is: Up to 5 years.
8. Plans for construction of permanent facility is: 6'x12' cargo trailer to house remedial equipment.
9. The character of the immediate neighborhood is: Commercial
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: This is a request for the authorization of the continued use of a cargo trailer for use as a groundwater remedial system enclosure. This enclosure (trailer) contains the remedial equipment utilized for the remedial system operation.

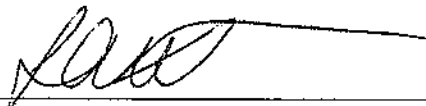
I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

10/4/2022

Date

(402)443-4340

Phone Number



Coranco Great Plains, Inc - Project Manager Larry Dostal

Owner(s)

141 W. 10th Street

PO Box 23

Wahoo, NE 68066

ldostal@corancogreatplains.com

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



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item F-1

#9902 - Consideration of Approving Zoning Change to Property located at 3600 Husker Highway from R2 Low Density Residential to CD Commercial Development (Innate Development 2, LLC) (Second & Final Reading)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: October 25, 2022

Subject: Change of Zoning from R2 Low Density Residential Zone to RD Residential Development Zone and CD Commercial Development Zone

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

Background

Innate Development 2 LLC. The owners of 200 acres located north of Husker Highway and west of Prairieview Street are requesting that the zoning on property be changed on a portion of this property from R2 Low Density Residential to RD Residential Development Zone and Commercial Development Zone. The proposal is to build 150 units of three story apartments in 10 unit buildings along with 4 carriage house apartments the Residential Development portion of this property. In the Commercial Development Zone they have plans for a small commercial node to serve the neighborhood. Plans for the commercial node are not solid yet and will require additional approvals by the Planning Commission and Council but at this time include a sports bar, ice cream shop and coffee house. A preliminary plat for the whole development was approved in 2021. A final plat for this second phase (20.109 acres and 23 lots and 10 outlots)of the development is also included for approval.

Discussion

At the regular meeting of the Regional Planning Commission, held September 7, 2022 the above item was considered following a public hearing.

O'Neill opened the public hearing for the rezoning. O'Neill also opened the item # 5 public hearing for Redevelopment Plan Area #33.

Nabity stated this is the next phase of Legacy 34 subdivision and is consistent with the preliminary plat that was approved in October 2021. Developers are moving forward with the next phase which involves rezoning the property from R2 to CD. The developers are proposing 154 units of housing. The request is consistent with the plan that was presented last year. Innate Development has also requested Tax Increment Financing to aid in the redevelopment of the project. This project is consistent with the proposed zoning and the future land use

plan for the area within the City of Grand Island. The Planning Commission finds that the redevelopment plan is consistent with the Comprehensive Plan.

Ron Dupue - 308 North Locust, Grand Island, NE – Mr. Dupue representing Innate Development - was available for questions.

O'Neill closed the public hearing.

A motion was made by Hendricksen and second by Randone to approve the proposed rezoning and Final Plat of Legacy 34 Second Subdivision.

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

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

Alternatives

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

1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue
4. Deny the application

Recommendation

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

Sample Motion

Move to approve the ordinance as presented.

ORDINANCE NO. 9902

An ordinance rezoning certain tracts of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising part of the East ½ of the Southwest Quarter and the West half of the Southeast Quarter (E½ of the SW¼, and W½ of the SE¼) of Section Twenty-Five (25), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in Hall County, Nebraska. Located north of Husker Highway and west of Prairieview Street in Grand Island, Nebraska from R2 Low Density Residential Zone to RD Residential Development Zone and CD Commercial Development Zone in Grand Island, Hall County, Nebraska as more particularly described below, and directing that such zoning changes and classifications be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on September 7, 2022, held a public hearing and made a recommendation on the proposed zoning of such area; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Board of Education of School District No. 2 in Hall County, Nebraska; and

WHEREAS, on October 11, 2022, the City Council held a public hearing on the proposed zoning of such area and all persons who desired to speak were heard and any comments were made a part of the record. NOW THEREFORE,

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

SECTION 1. The City Council makes the following findings with regards to the proposed zoning changes:

Approved as to Form	by _____
October 20, 2022	City Attorney

ORDINANCE NO. 9902 (Cont.)

A. The proposed changes to the zoning from R2 Low Density Residential Zone to RD Residential Development Zone and CD Commercial Development Zone are each consistent with the Future Land Use Map of the City of Grand Island.

B. The proposed changes to the zoning from R2 Low Density Residential Zone to RD Residential Development Zone and CD Commercial Development Zone are each consistent with the preliminary plat previously approved for the development of the area.

SECTION 2. The following tract of land is hereby rezoned and reclassified and changed from R2 Low Density Residential Zone to amended RD Residential Development Zone:

RD RESIDENTIAL DEVELOPMENT ZONE

A TRACT OF LAND LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF NORTH RIGHT-OF-WAY LINE OF HUSKER HIGHWAY AND THE EAST RIGHT-OF-WAY LINE OF LEGACY DRIVE, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N00°37'05"W, ALONG SAID EAST RIGHT-OF-WAY LINE OF LEGACY DRIVE, A DISTANCE OF 166.00 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, WITH A DELTA ANGLE OF 35°19' 00", HAVING A RADIUS OF 595.00 FEET, AND CHORD BEARING N18°16'35"W A CHORD DISTANCE OF 360.97 FEET; THENCE N50°27'30"E A DISTANCE OF 206.12 FEET; THENCE N80°27'30"E A DISTANCE OF 43.50 FEET; THENCE N45°34'52"E A DISTANCE OF 70.18 FEET; THENCE S44°57'29"E A DISTANCE OF 156.74 FEET; THENCE N73°12'23"E A DISTANCE OF 53.01 FEET; THENCE S69°49'40"E A DISTANCE OF 29.93 FEET; THENCE S16°12'57"E A DISTANCE OF 224.65 FEET; THENCE S00°26'55"E A DISTANCE OF 150.46 FEET; THENCE N89°22'55"E A DISTANCE OF 402.33 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, WITH A DELTA ANGLE OF 31°59'20", HAVING A RADIUS OF 189.64 FEET, AND CHORD BEARING N73°11'59"E A CHORD DISTANCE OF 104.51 FEET; THENCE

ORDINANCE NO. 9902 (Cont.)

N57°01'04"E A DISTANCE OF 58.74 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, WITH A DELTA ANGLE OF 45°28'12", HAVING A RADIUS OF 181.00 FEET, AND CHORD BEARING S67°52'59"E A CHORD DISTANCE OF 139.90 FEET; THENCE N89°22'55"E A DISTANCE OF 39.05 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4); THENCE S00°28'30"E, ALONG SAID EAST LINE OF THE SW1/4, SE1/4, A DISTANCE OF 133.27 FEET; THENCE S11°48'05"W A DISTANCE OF 40.92 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, WITH A DELTA ANGLE OF 56°18'24", HAVING A RADIUS OF 60.00 FEET, AND CHORD BEARING S39°56'52"E A CHORD DISTANCE OF 56.62 FEET; THENCE S72°38'11"E A DISTANCE OF 35.59 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF HUSKER HIGHWAY; THENCE S89°22'55"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF HUSKER HIGHWAY, A DISTANCE OF 1033.23 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 418467.63 SQUARE FEET OR 9.607 ACRES MORE OR LESS.

SECTION 3. The following tract of land is hereby rezoned and reclassified and changed from R2 Low Density Residential Zone to amended CD Commercial Development Zone:

CD COMMERCIAL DEVELOPMENT ZONE:

A TRACT OF LAND LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF NORTH RIGHT-OF-WAY LINE OF HUSKER HIGHWAY AND THE EAST RIGHT-OF-WAY LINE OF LEGACY DRIVE; THENCE ON AN ASSUMED BEARING OF N00°37'05"W, ALONG SAID EAST RIGHT-OF-WAY LINE OF LEGACY DRIVE, A DISTANCE OF 166.00 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, WITH A DELTA ANGLE OF 35°19' 00", HAVING A RADIUS OF 595.00 FEET, AND CHORD BEARING N18°16'35"W A CHORD DISTANCE OF 360.97 FEET; THENCE N50°27'30"E A DISTANCE OF 206.12 FEET; THENCE N80°27'30"E A DISTANCE OF 43.50 FEET; THENCE N45°34'52"E A DISTANCE OF 70.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N45°34'52"E A DISTANCE OF 318.05 FEET; THENCE S42°52'32"E A DISTANCE OF 249.70 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, WITH A DELTA ANGLE OF 89°25'48", HAVING A RADIUS OF 70.00 FEET, AND CHORD BEARING S87°35'26"E A CHORD DISTANCE OF 98.50 FEET TO A CONTINUED POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, WITH A DELTA ANGLE OF 41°49'49", HAVING A RADIUS OF 285.00 FEET, AND CHORD BEARING N68°36'35"E A CHORD DISTANCE OF 203.48 FEET; THENCE N89°32'23"E A DISTANCE OF 284.12 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4); THENCE S00°28'30"E, ALONG SAID EAST LINE OF THE SW1/4, SE1/4, A DISTANCE OF 569.80 FEET; THENCE S89°22'55"W A DISTANCE OF 39.05 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, WITH A DELTA ANGLE OF 45°28'12", HAVING A

ORDINANCE NO. 9902 (Cont.)

RADIUS OF 181.00 FEET, AND CHORD BEARING N67°52'59"W A CHORD DISTANCE OF 139.90 FEET; THENCE S57°01'04"W A DISTANCE OF 58.74 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, WITH A DELTA ANGLE OF 31°59'20", HAVING A RADIUS OF 189.64 FEET, AND CHORD BEARING S73°11'59"W A CHORD DISTANCE OF 104.51 FEET; THENCE S89°22'55"W A DISTANCE OF 402.33 FEET; THENCE N00°26'55"W A DISTANCE OF 150.46 FEET; THENCE N16°12'57"W A DISTANCE OF 224.65 FEET; THENCE N69°49'40"W A DISTANCE OF 29.93 FEET; THENCE S73°12'23"W A DISTANCE OF 53.01 FEET; THENCE N44°57'29"W A DISTANCE OF 156.74 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 455757.87 SQUARE FEET OR 10.463 ACRES MORE OR LESS.

SECTION 4. That the proposed development plan for the above described real estate, as shown on the plan submitted with the rezoning request is approved.

SECTION 5. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-44 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance and that the approved development plan be kept in the records of the Hall County Regional Planning Department.

SECTION 6. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: October 25, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item F-2

#9903 - Consideration of Approving Salary Ordinance

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: October 25, 2022

Subject: Consideration of Approving Salary Ordinance No. 9903

Presenter(s): Aaron Schmid, Human Resources Director
Robert Falldorf, Police Chief

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

AFSCME

The proposed salary ordinance recognizes the changes to the collective bargaining agreement between the City of Grand Island and the Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO effective October 23, 2022.

The ordinance amends the following:

- Adds the Library Assistant I and Library Assistant II classifications,
- Increases shift differential to \$1.00 per hour,
- Amends longevity pay rates, and
- Amends wages for the classifications in the collective bargaining agreement. This ordinance will also amend the non-union part time Library Assistant I and II classifications.

EVIDENCE TECHNICIAN

The Grand Island Police Department is requesting the addition 1.5 FTE civilian Evidence Technician positions. Prior to September 15, 2022 the Police Department's Evidence Division was run by one (1) full time sworn Police Officer and two (2) full time civilian Evidence Technicians. The Police Department has understood that there would be a future need to add additional staff to the Evidence Division beyond the three (3) full time employees that were working the division prior to September 15, 2022. Evidence and property handling numbers continue to increase and the Evidence Division has seen significant increases in the need to process video evidence for defense attorneys and prosecutors. There has also been a significant increase in the need to process mobile video and body worn camera evidence.

Since the Police Department is so short on Police Officers, the department continued to make filling the fifteen (15) vacant Police Officer positions the main priority and set aside, for the time being, pursuing adding additional Evidence Division personnel. That all changed with the recent resignation of the department's sworn Officer staff member assigned to the division. We feel that the timing is right to add 1.5 FTE Civilian Evidence Tech positions to the division to replace the sworn Officer staff member. We understand that the timing is not great for this request as we just finished with the 2022-2023 fiscal year budget; however, the recent resignation of the Officer came as a surprise to all of us and did not occur until after the recent budget was approved. We also understand that it would not be prudent to move another sworn officer into the Evidence Division since we are working so short in our Patrol and Criminal Divisions at this time.

The Police Department Administration understands that there will be excess unspent personnel funds left in our budget at the end of the next two fiscal years, as it will take at least two years to fill all of our vacant Police Officer Positions. We also know that the top pay for the Officer's vacancy would be more than enough personnel cost savings to pay entry level pay for the entire 1.5 FTE Evidence Tech positions we are requesting.

This ordinance would create an Evidence Technician PT classification to allow for hiring the 0.5 of the 1.5 FTE request. Wages would mirror the wages of the Evidence Technician FT classification.

UNIFORMS

Amend the uniform allowance for the Police Chief and Police Captain to match the FOP labor agreement. This item was inadvertently omitted from the previous salary ordinance.

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. 9903.

Sample Motion

Move to approve Salary Ordinance No. 9903.

ORDINANCE NO. 9903

An ordinance to amend Ordinance 9901 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 ~~add the non-union position and salary range of Evidence Technician – Part Time;~~ add the non-union position and salary range for Evidence Technician – Part -Time; to move the non-union positions of Library Assistant I Full Time and Library Assistant II Full Time to the AFSCME labor agreement; to amend the salary ranges for the non-union positions of Library Assistant I Part Time and Library Assistant II Part Time; to amend the salary ranges, shift differential and longevity pay for those employees covered under the AFSCME labor agreement; and to amend the uniform allowance for the non-union positions of Police Chief and Police Captain; and to repeal those portions of Ordinance No. 9901 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	29.9400/43.5700	Exempt
Accounting Technician – Solid Waste	22.5000/29.3600	40 hrs/week

Approved as to Form ☐
October 19, 2022 ☐ City Attorney

ORDINANCE NO. 9903 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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
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

ORDINANCE NO. 9903 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Equipment Operator - Solid Waste	23.9200/30.8100	40 hrs/week
<u>Evidence Technician – Part Time</u>	<u>22.2054/31.4488</u>	<u>40 hrs/week</u>
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
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 – <u>Part Time</u>	17.6104/25.4509 <u>21.0438/27.1215</u>	40 hrs/week
Library Assistant II – <u>Part Time</u>	21.7632/30.8094 <u>22.2294/30.8094</u>	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

ORDINANCE NO. 9903 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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
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

ORDINANCE NO. 9903 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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

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 <u>22.8093/30.9319</u>	40 hrs/week
Fleet Services Mechanic	23.3145/34.5422 <u>25.6446/35.4516</u>	40 hrs/week
Horticulturist	23.8961/35.4669 <u>26.7162/35.4854</u>	40 hrs/week
<u>Library Assistant I</u>	<u>21.0438/27.1215</u>	<u>40 hrs/week</u>
<u>Library Assistant II</u>	<u>22.2294/30.8094</u>	<u>40 hrs/week</u>
Maintenance Worker – Cemetery	19.7275/29.2485 <u>22.9423/29.6848</u>	40 hrs/week
Maintenance Worker – Parks	19.4596/28.8679	40 hrs/week

ORDINANCE NO. 9903 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
	<u>21.2371/29.2748</u>	
Maintenance Worker – Streets	<u>19.4506/28.8342</u> <u>21.8851/29.5432</u>	40 hrs/week
Senior Equipment Operator – Streets	<u>22.3929/33.2126</u> <u>25.2007/34.0905</u>	40 hrs/week
Senior Maintenance Worker – Streets	<u>22.2384/32.9835</u> <u>25.0312/33.6870</u>	40 hrs/week
Traffic Signal Technician	<u>22.0846/32.7555</u> <u>26.9078/34.9546</u>	40 hrs/week

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Administrative Assistant-Utilities	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

ORDINANCE NO. 9903 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
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	27.7530/36.3262	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
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, 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.

A retention incentive will 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:

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ORDINANCE NO. 9903 (Cont.)

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

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:

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ORDINANCE NO. 9903 (Cont.)

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	22.2214/29.4817	40 hrs/week
Administrative Assistant - WWTP	20.4435/29.3215	40 hrs/week
Biosolids Technician	25.3842/36.7560	40 hrs/week
Equipment Operator – WWTP	23.2949/31.5147	40 hrs/week
FOG Program Manager	28.7162/39.3130	40 hrs/week
Lead Maintenance Mechanic	28.0427/37.2338	40 hrs/week
Lead Maintenance Worker	22.9094/32.9018	40 hrs/week
Lead Wastewater Plant Operator	27.5666/38.5945	40 hrs/week
Maintenance Mechanic I	23.7880/32.0519	40 hrs/week
Maintenance Worker – WWTP	23.0713/30.6957	40 hrs/week

ORDINANCE NO. 9903 (Cont.)

Senior Equipment Operator	27.0346/34.7365	40 hr/week
Stormwater Program Manager	28.7162/39.3130	40 hrs/week
Wastewater Plant Laboratory Technician	25.4677/33.7709	40 hrs/week
Wastewater Plant Operator I	22.8165/30.1690	40 hrs/week
Wastewater Plant Operator II	25.3735/33.7967	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
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

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ORDINANCE NO. 9903 (Cont.)

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 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~~ One Dollar (\$1.00) ~~(\$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 the night shift will receive an additional one dollar (\$1.00) per hour for wages attributable to those shifts.

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 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)~~ One-thousand one-hundred dollars (\$1,100.00) 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.

ORDINANCE NO. 9903 (Cont.)

Employees covered by the AFSCME labor agreement shall be granted a meal allowance of Ten Dollars (\$10.00) if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Employees covered by the IBEW-Wastewater Treatment Plant labor agreement shall be allowed a meal allowance for actual cost, or up to Twelve dollars (\$12.00) per meal, if they are required to work two (2) hours overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Employees covered by the IBEW Utilities labor agreement shall be allowed a meal allowance for actual cost, or up to Twelve dollars (\$12.00) per meal, if they are required to work two (2) hours unscheduled overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Direct supervisors of employees who are covered by labor agreements which allow overtime meal allowance shall be entitled to the same meal allowance benefit. Non-exempt direct supervisors of employees who are covered by labor agreements which allow stand-by pay shall be entitled to the same stand-by pay benefit.

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor, Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, and Electric Underground Superintendent shall be eligible to participate in a voluntary uniform program providing an allowance up to Eighteen dollars (\$18.00) per month. When protective clothing is required for personnel covered by the IBEW Utilities, the non-union position of Meter Reader – Part Time, and IBEW Wastewater Treatment Plant labor agreements 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-Fifty~~ dollars (\$~~3~~50.00) biweekly.

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

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

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

ORDINANCE NO. 9903 (Cont.)

agreement, shall have a contribution made on their behalf to their VEBA account in the amount of Twenty Dollars (\$20.00) per pay period. Employees represented by the IAFF labor agreement shall have a contribution made on their behalf to the VEBA account of Ten Dollars (\$10.00) per pay period.

SECTION 11. An employee, who is represented by the following labor agreements, shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The following rate schedule shall apply for those employees who are represented by the FOP labor agreement based upon the total length of service with the City or as a sworn officer with another agency:

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

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ORDINANCE NO. 9903 (Cont.)

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 <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

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)	\$ 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)	\$1,000.00
Twenty-five (25) years (beginning 26 th year)	1,500.00

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

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

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

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

ORDINANCE NO. 9903 (Cont.)

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 23, 2022.

SECTION 14. Those portions of Ordinance No. 9901 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: October 25, 2022

Attest:

Roger G. Steele, Mayor

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item G-1

Approving Minutes of October 11, 2022 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

October 11, 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 October 11, 2022. Notice of the meeting was given in *The Grand Island Independent* on October 5, 2022.

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

INVOCATION was given by Pastor Dan Bremer, Grace Lutheran Church, 545 East memorial Drive followed by the PLEDGE OF ALLEGIANCE.

PUBLIC HEARINGS:

Public Hearing on Zoning Change to Property located at 3600 Husker Highway from R2 Low Density Residential to CD Commercial Development (Innate Development 2, LLC). Regional Planning Director Chad Nabity reported that Innate Development 2 LLC the owners of 200 acres located north of Husker Highway and west of Prairieview Street were requesting that the zoning on property be changed on a portion of this property from R2 Low Density Residential to RD Residential Development Zone and Commercial Development Zone. The proposal was to build 150 units of three story apartments in 10 unit buildings along with 4 carriage house apartments on the Residential Development portion of this property. Staff recommended approval. Zach Butz, 308 North Locust Street, Suite 501 spoke in support. No further public testimony was heard.

Public Hearing on Redevelopment Plan for CRA No. 33 for Redevelopment for Property Located North of Husker Highway and West of Prairie View Street Subdivision (Innate Development, LLC). Regional Planning Director Chad Nabity reported that Innate Development, LLC was proposing to develop property north of Husker Highway and west of Prairieview Street for residential and commercial uses. They were proposing 154 units of housing and a small neighborhood commercial area. Staff recommended approval. Zach Butz, 308 North Locust Street, Suite 501 spoke in support. No further public testimony was heard.

Public Hearing on Redevelopment Plan for CRA No. 1 for Redevelopment for Property Located at 124 West 3rd Street (Living Waters LLC). Regional Planning Director Chad Nabity reported that Living Waters, LLC was proposing to redevelop the building at 124 West 3rd Street adding 3 upper story apartments to the existing commercial uses. Staff recommended approval. Amos

Anson, 4234 Arizona Avenue and Tyler Goosic, 320 Sunflower Circle spoke in support. No further public testimony was heard.

ORDINANCES:

#9902 - Consideration of Approving Zoning Change to Property located at 3600 Husker Highway from R2 Low Density Residential to CD Commercial Development (Innate Development 2, LLC)

This item was related to the aforementioned Public Hearing. Staff recommended approval. Discussion was held regarding street width and parking.

Motion by Guzinski, second by Nickerson to approve Ordinance #9902 on first reading only. Upon roll call vote, all voted aye. Motion adopted.

#9903 - Consideration of Approving Salary Ordinance (This item was pulled from the agenda).

CONSENT AGENDA: Consent Agenda item G-2 (Resolution #2022-278) was pulled from the agenda. Consent Agenda item G-12 (Resolution #2022-288) was pulled for further discussion. Motion by Guzinski, second by Paulick to approve the Consent Agenda excluding items G-2 and G-12. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of September 27, 2022 City Council Regular Meeting.

#2022-278 - Approving Final Plat and Subdivision Agreement for Legacy 34 Second Subdivision. This item was pulled from the agenda.

#2022-279 - Approving Purchase of One (1) 2023 D7 Tracked Dozer with Waste Handler Arrangement for the Solid Waste Division of the Public Works Department from NMC/Nebraska Machinery Company of Doniphan, Nebraska in an Amount of \$674,300.00.

#2022-280 - Approving Bid Award for Circle Drive Drainage Improvements; Project No. 2022-D-1 with Elsbury Construction, LLC of Grand Island, Nebraska in an Amount of \$55,628.18.

#2022-281 - Approving Bid Award for North Road- Westgate Road to Old Potash Highway Roadway Improvements; Project No. 2019-P-12 with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$1,357,957.70.

#2022-282 - Approving Change Order No. 1 for Lift Station No. 17 Improvements; Project No. 2021-S-9 with The Diamond Engineering Company of Grand Island, Nebraska for an Increase of \$93,123.10 and a Revised Contract Amount of \$1,667,826.57 and a Time Extension of September 15, 2023.

#2022-283 - Approving Award of Landfill Grade Software for the Solid Waste Division of the Public Works Department with RDO Integrated Controls of Bloomington, Minnesota in an Amount of \$43,642.75.

#2022-284 - Approving Purchase of New Front-End Loader for the Wastewater Division of the Public Works Department from NMC of Doniphan, Nebraska in an Amount of \$316,488.00.

#2022-285 - Approving Concurrence of Bid Award to The Diamond Engineering Company of Grand Island, Nebraska for Five Points Intersection Improvements in an Amount of \$2,929,887.08.

#2022-286 - Approving Program Agreement with NDOT for Broadwell Avenue Grade Separation.

#2022-287 - Approving Change Order No. 1 for Various Locations Drainage Projects; Brookline Drive and Henry Street/South Street Intersection; Project No. 2021-D-1 with The Diamond Engineering Company of Grand Island, Nebraska for Time Extension to November 30, 2022.

#2022-288 - Approving Change Order No. 1 for North Road- Old Potash Highway to 13th Street Roadway Improvements; Project No. 2019-P-6 with Elsbury Construction, LLC of Grand Island, Nebraska for an Increase of \$152,812.81 and a Revised Contract Amount of \$2,808,615.86. Interim Public Works Director Keith Kurz reported this was a change order for lowering a water main.

Devon Henson, 967 North Public Road, Wood River, Nebraska had questions concerning the changes to this project and access to this road. Mr. Kurz stated Old Potash and 13th Street was open at North Road.

Motion by Guzinski, second by Conley to approve Resolution #2022-288. Upon roll call vote, all voted aye. Motion adopted.

#2022-289 - Approving Purchase of Power and Concentric Neutral Cable with Dutton-Laiison Company of Hastings, Nebraska in the Amount of \$797,990.00.

#2022-290 - Approving Bid Award for Electrical Underground Conduit Installation - Electrical Project 2023-UG-1 with D & A Trenching of Alda, Nebraska.

#2022-291 - Approving Tri-City Drug Enforcement Team (TRIDENT) Civil Forfeiture Signature Authorization.

RESOLUTIONS:

#2022-292 - Consideration of Approving the Redevelopment Plan for CRA No. 33 for Redevelopment for Property Located North of Husker Highway and West of Prairie View Street Subdivision (Innate Development LLC). This item was related to the aforementioned Public Hearing.

Mark Otto, 4071 Ann Marie Avenue answered questions regarding the plan for this project and the housing needs in Grand Island.

Motion by Nickerson, second by Paulick to approve Resolution #2022-292. Upon roll call vote, all voted aye. Motion adopted.

#2022-293 - Consideration of Approving the Redevelopment Plan for CRA No. 1 for Redevelopment for Property Located at 124 West 3rd Street (Living Waters LLC). This item was related to the aforementioned Public Hearing.

Motion by Guzinski, second by Stelk to approve Resolution #2022-293. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele commented on the Five Points Intersection Improvements and the Broadwell Avenue grade separation resolutions that were approved at tonight's meeting.

PAYMENT OF CLAIMS:

Motion by Guzinski, second by Paulick to approve the payment of claims for the period of September 28, 2022 through October 11, 2022 for a total amount of \$5,202,746.91. Upon roll call vote, all voted aye. Motion adopted.

Councilmember Haase questioned a claim to the Humane Society in the amount of \$32,375.00 regarding changes to services provided and the contract. He asked that this topic be brought back to the City Council in a Study Session.

ADJOURN TO EXECUTIVE SESSION: Motion by Guzinski, second by Conley to adjourn to Executive Session at 7:37 p.m. for the purpose of a strategy session relative to labor negotiations with AFSCME labor contract. Unanimously approved.

RETURN TO REGULAR SESSION: Motion by Haase, second by Guzinski to return to Regular Session at 7:48 p.m. Unanimously approved.

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

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item G-2

Approving Minutes of October 18, 2022 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

October 18, 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 October 18, 2022. Notice of the meeting was given in *The Grand Island Independent* on October 12, 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, Bethany Guzinski, Mitch Nickerson, Michelle Fitzke, and Maggie Mendoza. Councilmembers Vaughn Minton and Chuck Haase were absent. The following City Officials were present: City Administrator Jerry Janulewicz, Deputy City Clerk Jill Granere, Finance Director Patrick Brown, City Attorney Laura McAloon and Interim Public Works Director Keith Kurz.

SPECIAL ITEMS:

Presentation on Veteran's Home Cemetery Headstone Straightening Project Update. Todd McCoy, Parks and Recreation Director gave an update on the Grand Island Veteran's Home Cemetery Headstone Straightening Project. McCoy mentioned the City had hired Wegner Monument Company from Central City in the amount of \$27,820.00 who will pour a new concrete base and will straightened each marker which includes five large markers and sixty-four small white markers. The project is being funded from the Veteran's property farm lease income.

Presentation on Water Park Master Plan Study. Lauren Ozburn with Waters Edge Aquatic Design gave a presentation on the Comprehensive Facility Evaluation and Master Plan for Island Oasis Water Park. Reviewed were the Study Components.

Mentioned were the following components:

- Good Condition with ongoing maintenance (typical of its age)
- Decreasing Attendance & Revenue
- Hiring Lifeguards Challenges
- Market Competition & Interest in New Amenities

Mentioned were the 11 facilities in the market area (20 mile radius)

- 1 Splash Pad (GI)
- 3 Wading Pools (GI)
- 1 Indoor Pool (GI YMCA)
- 6 Outdoor Pools – Lincoln Pool, Wood River, Aurora, Cairo, Capital Heights, Riverside

Mentioned were outside market area:

- Hastings
- Aurora

- Central City
- York
- St. Paul
- Cairo and others

Mentioned were the public meetings on June 15th at Island Oasis, August 4th at City Hall and the online survey on June 1st- June 25th which consisted of 489 surveys. The overall satisfaction of Island Oasis was 38% saying it was very good and good, 46% were neutral and 16% saying poor and very poor.

Mentioned were the top four reasons people don't visit Island Oasis:

- 39% said the Facility Lacks Amenities
- 32% said they use pools outside of Grand Island
- 20% said they had safety concerns
- 15% said the Facility does not meet the needs of their households

Mentioned were Important Amenities:

- Kids Area
- Lazy River
- Large Waterslides
- Active Features
- Open Swim Space
- Shade
- Splashpad
- Wave Pool
- Lap Lanes

Mentioned were Programs of Interest:

- Lap Swimming (88%)
- Dive team/programs (88%)
- Pool rentals/parties (87%)
- Special programs (83%)
- Senior programs (82%)
- Swim Lessons (76%)
- Water fitness (67%)
- Toddler/baby swim (58%)
- Adult hours (46%)

Mentioned were immediate attention prior to the 2023 season with the magnitude of cost being \$163,000 -\$195,000:

- Paint portion of zero-depth
- Safety barrier on wave pool
- Replace backwash valve controls
- Add emergency stops for waterslides
- Replace aged flow meters & pressure gauges

- Add ADA chair lifts
- Replace grates

Mentioned were basic needs over the next 20 years with the magnitude of cost being \$2.2 - \$2.7 Million:

- Replace filters, pumps, strainers, etc.
- Increase backwash tank capacity
- Cover chemicals
- Concrete deck repair & replacement
- Repair cracks & paint lazy river
- Replace speed slide tower railings
- Replace concession stand equipment
- Other repairs around the facility

Mentioned were enhanced and significant upgrade ideas with the magnitude of cost being \$12 – 17.5 Million by doing the following:

- Focus on positive user experience
- Right mix of amenities
- Create space for young kids and families
- Increase opportunities for programs
- Maximize Revenue potential
- Continue to offer affordable pricing options
- Offer longer-season amenities

Mentioned were fees for season/daily passes and programs along with the projected performance as follows:

- Revenue: \$450,000 - \$620,000
- Expenditures: \$520,000 - \$670,000
- Cost Recovery: 80% - 100+%
- Attendance: 80,000 – 100,000 annually

Lauren Ozburn made the following recommendations:

- Make improvements to continue to operate for the next 20 years
- Increase interest and participation by enhancing the facility with new and updated features
- Use the business plan or variation of it to maximize use and cost recovery potential

ADJOURNMENT: The meeting was adjourned at 8:31 p.m.

Jill Granere
Deputy City Clerk



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item G-3

Approving Request from Morwenna Limper, 621 S. Denver Avenue, Hastings, Nebraska for a Liquor Manager Designation with Riverside Golf Club, 2720 Riverside Drive

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: October 25, 2022

Subject: Request from Morwenna Limper, 621 S. Denver Avenue, Hastings, Nebraska for Liquor Manager Designation with Riverside Golf Club, 2720 Riverside Drive

Presenter(s): RaNae Edwards, City Clerk

Background

Morwenna Limper, 621 S. Denver Avenue, Hastings, Nebraska has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Riverside Golf Club, 2720 Riverside Drive.

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

Discussion

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the request from Morwenna Limper, 621 S. Denver Avenue, Hastings, Nebraska for Liquor Manager Designation in conjunction with the Class “C-007703” Liquor License for Riverside Golf Club, 2720 Riverside Drive.



Grand Island Police Department

Officer Report for Incident L22100727

Nature: Liquor Lic Inv
Location: PAOS

Address: 2720 RIVERSIDE DR
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 10/18/22
When Reported: 13:29:05 10/10/22 **Occurred Between:** 13:29:05 10/10/22 and 13:29:05 10/10/22

Assigned To:
Status:

Detail:
Status Date: **/**/**

Date Assigned: **/**/**
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: 13:29:05 10/10/22 **Disposition:** CLO **Date:** 10/18/22
Judicial Status: **Occurred between:** 13:29:05 10/10/22
Misc Entry: **and:** 13:29:05 10/10/22

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

Involvements

Date	Type	Description
10/10/22	Name	Riverside Golf Club, location

10/19/22

10/10/22	Name	Limper, Travis L	spouse
10/10/22	Name	Limper, Morwenna D	Proposed Manager

10/19/22

Narrative

New Liquor Manager
Grand Island Police Department

1. Date, time, reporting officer, Unit#: 10-10-22 Sgt Dvorak #309

Riverside Golf Club is seeking to approve Morwenna Limper as the new Liquor
Manaer for the Club.

Responsible LEO:

Approved by:

Date

10/19/22

Supplement

309

New Liquor Manager

Grand Island Police Department
Supplemental Report

Date, Time: 10-17-22

Reporting Officer: Sgt Dvorak #309

Unit #: CID

Morwenna Limper has applied to become the new liquor manager for the Riverside Golf Club. Limper indicates that she is married, to Travis Limper. Morwenna and her husband reside in Hastings, and appear to have been Nebraska residents for several years. Travis submitted and signed a Spousal Affidavit of Non Participation form.

I utilized local Spillman files, Nebraska NCJIS, and a paid law enforcement only database to check the backgrounds of Morwenna and Travis. Neither have any entries in our local Spillman database. I noted that neither had warrants for their arrest. No convictions were listed on the application. I found some minor traffic incidents in State files, but all were warnings and there were no other arrests or convictions for either spouse.

State files indicate that Morwenna has been sued civilly four times. It appears that these were all collections actions. The last one was in 2021, and the record indicates that the debt has been paid. The paid law enforcement only database generally covers civil concerns as well as personal residence and contact history. Morwenna had one civil judgement from more than ten years ago, while Travis had no entries of concern.

I noted that Morwenna has worked in retail establishments for a number of years, and was an assistant manager for a large retail business in Hastings. Morwenna has already completed her online State alcohol servers training. My research found no details that would preclude approval of this request.

I spoke to Morwenna by phone on 10-18-22, and I stressed that communication and cooperation with GIPD are asked for and expected for any problems she might encounter as liquor manager. Morwenna advised she understood.

The Grand Island Police Department does not object to Morwenna Limper being named the Liquor Manager for Riverside Golf Club.

10/19/22



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item G-4

Approving Request from Hall County Livestock Improvement Association dba Fonner Park, 700 E. Stolley Park Road for a Deletion of a Portion of Class "CK-78819" Liquor License

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: October 25, 2022

Subject: Request from Hall County Livestock Improvement Association dba Fonner Park, 700 E. Stolley Park Road for a Deletion of a Portion of Class "CK-78819" Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

Hall County Livestock Improvement Association dba Fonner Park, 700 E. Stolley Park Road has submitted an application for a deletion to a portion of their Class "CK-78819" Liquor License.

Discussion

Fonner Park currently holds a liquor license which covers the entire 300 acre grounds located at 700 E. Stolley Park Road. They are requesting a deletion of the area under the grandstands, approximately 102' x 280'. They are leasing the space to Grand Island Casino Resort who will have their own liquor license for this area. See the attached diagram shown in green of the area to be deleted from their current license.

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 City Clerk.

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

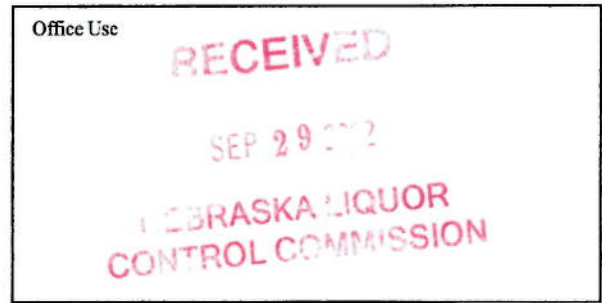
Based on the Nebraska Liquor Control Commission's criteria for the approval of Liquor Licenses, City Administration recommends that the Council approve the deletion.

Sample Motion

Move to approve the request from Hall County Livestock Improvement Association dba Fonner Park, 700 E. Stolley Park Road for a deletion to their Class "CK-78819" Liquor License.

**APPLICATION FOR DELETION
TO LIQUOR LICENSE**

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
Website: www.lcc.nebraska.gov



Application:

- **Must include processing fee of \$45.00 checks made payable to Nebraska Liquor Control Commission (NLCC) or you may pay online at www.ne.gov/go/NLCCpayport**
- **Must include simple hand drawn sketch showing existing licensed area and area to be deleted, must include outside dimensions in feet (not square feet), and show direction north.
NO BLUE PRINTS**
- **May include approval from the local governing body; no deletion shall be approved unless endorsed by the local governing body**
- **Check with your local governing body for any additional requirements that may be necessary in making this request for deletion**

LIQUOR LICENSE # 78819 **CLASS TYPE** CK

LICENSEE NAME HALL CO LIVESTOCK IMPRV ASSN

TRADE NAME FONNER PARK

PREMISE ADDRESS 700 E STOLLEY PK RD

CITY GRAND ISLAND NE **ZIP CODE** 68803 **COUNTY** HALL

CONTACT PERSON CHRIS KOTULAK

PHONE NUMBER OF CONTACT PERSON 308-382-4515

EMAIL ADDRESS OF CONTACT PERSON ckotulak@fonnerpark.com



2200011050

9/29/22 CK 40863 \$45.00 HUY

FORM 112
REV APR 2015
Page 1 of 2

RECEIVED
FOR

1. What is being deleted?
Explain why this area is being removed from licensed description

WE ARE LEASING THE SPACE DESIGNATED IN THE DRAWING (GREEN AREA) TO GRAND ISLAND
CASINO RESORT WHO WILL HAVE THEIR OWN LIQUOR LICENSE.

2. Include a sketch of the area to be deleted showing: *INCLUDED
✓ existing licensed area with length & width in feet
✓ area to be deleted with length & width in feet
✓ direction north

I acknowledge under oath that the premises as altered to comply in all respects with the requirements of the act.
Neb Rev Stat §53-129

CKotulak

Signature of Licensee or Officer CHRIS KOTULAK/CEO
SEPT. 23, 2022

State of Nebraska

County of Hall

The foregoing instrument was acknowledged before me this

9/23/2022

Date

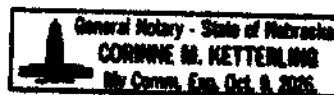
by

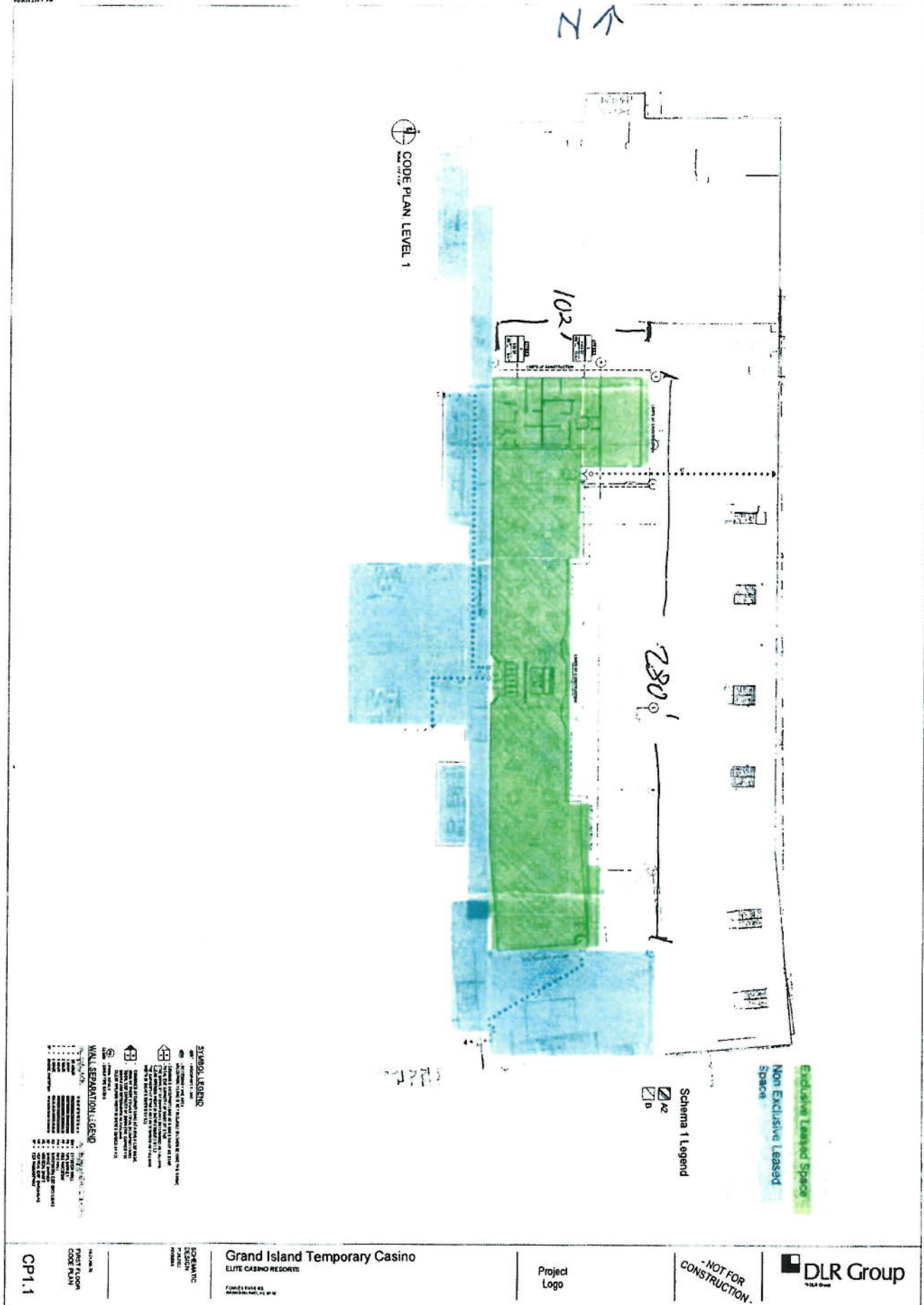
Chris Kotulak

name of person acknowledged (individual(s) signing document)

Corinne M. Ketterling
Notary Public signature

Affix Seal







City of Grand Island

Tuesday, October 25, 2022

Council Session

Item G-5

**#2022-278 - Approving Final Plat and Subdivision Agreement for
Legacy 34 Second Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: October 25, 2022

Subject: Legacy 34 Second Subdivision – Final Plat

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

Background

This property is located north of Husker Highway and west of Prairieview Street in the City of Grand Island, Nebraska. The Preliminary Plat for Legacy 34 Subdivision (304 Lots, 12 Outlots and 197.14 Acres) was approved in November of 2021. This final plat for Legacy 34 Second Subdivision (23 lots, 10 Outlots, 20.109 Acres). Legacy 34 Second Subdivision will be zoned RD – Residential Development Zone and CD Commercial Development Zone if approved.

Discussion

The preliminary plat for the whole property and final plat for Legacy 34 First Subdivision were considered at the Regional Planning Commission at the November 3, 2021 meeting during the discussion of the rezoning.

A motion was made by Hendricksen and second by Randone to approve the proposed rezoning and Final Plat of Legacy 34 Second Subdivision.

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

Alternatives

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

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

Recommendation

City Administration recommends that Council approve the preliminary and final plats as presented.

Sample Motion

Move to approve as recommended.

Developer/Owner

Innate Development 2 LLC
1201 Allen Dr. #240
Grand Island, NE 68803

To create

Size: Final Plat 23 lots 10 Outlots, 20.109 Acres

Zoning: RD – Residential Development Zone and CD Commercial Development Zone.

Road Access: Nyla Avenue will be a 37' concrete curb and gutter, public street. Weaver Street, Innate Land and Brecken Street will be a private street to be owned and maintained by the development.

Water: City Water is available to the subdivision and will be extended to all lots.

Sewer: City Sewer is available to the subdivision and will be extended to all lots.



CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	595.00	35°19'00"	366.75	N18°16'35"W	360.97
C2	70.00	89°25'48"	109.26	S87°35'26"E	98.50
C3	285.00	41°49'49"	208.07	N68°36'35"E	203.48
C4	119.00	90°08'34"	187.22	S45°32'47"E	168.50
C5	181.00	90°08'34"	284.77	N45°32'47"W	256.29
C6	225.00	41°49'49"	164.27	N68°36'35"E	160.64
C7	130.00	89°25'48"	202.91	S87°35'26"E	182.93
C8	187.50	32°21'52"	105.91	N73°11'59"E	104.51
C9	107.50	32°21'52"	60.72	N73°11'59"E	59.92
C10	462.50	7°10'20"	57.90	N85°47'45"E	57.86
C11	542.50	7°10'20"	67.91	N85°47'45"E	67.86
C12	181.00	45°28'12"	143.64	S67°52'59"E	139.90
C13	595.00	3°04'34"	31.95	N02°09'22"W	31.94
C14	107.50	18°00'43"	33.79	S80°22'34"W	33.66
C15	107.50	14°21'09"	26.93	S64°11'38"W	26.86
C16	181.00	19°08'11"	60.45	S10°02'36"E	60.17
C17	130.00	21°55'30"	49.75	S58°48'22"E	49.44
C18	130.00	6°06'00"	13.84	S72°49'07"E	13.83
C19	130.00	36°52'53"	83.68	N85°41'26"E	82.24
C20	130.00	19°33'19"	44.37	N57°28'20"E	44.15
C21	225.00	7°14'49"	28.46	N51°19'05"E	28.44
C22	225.00	25°54'13"	101.72	N67°53'36"E	100.86
C23	225.00	8°40'47"	34.08	N85°11'06"E	34.05
C24	130.00	4°58'05"	11.27	S45°21'34"E	11.27
C25	60.00	56°18'24"	58.96	S39°56'52"W	56.62
C26	181.00	25°32'11"	80.67	S32°22'47"E	80.00
C27	595.00	7°42'34"	80.06	N07°32'56"W	80.00
C28	595.00	10°14'35"	106.37	N30°48'47"W	106.23
C29	595.00	14°17'16"	148.38	N18°32'51"W	147.99

LINE TABLE		
LINE ID	DIRECTION	LENGTH (FT)
L1	N00°33'06"W	36.98
L2	S89°22'55"W	33.14
L3	N00°37'05"W	42.25
L4	S89°22'55"W	21.99
L5	S00°37'05"E	42.25
L6	S89°22'55"W	40.00
L7	S89°22'55"W	12.00
L8	S00°37'05"E	42.25
L9	S89°22'55"W	20.00
L10	N45°06'49"W	16.19
L11	S89°33'23"E	29.84
L12	S42°52'32"E	40.09
L13	S46°07'28"W	26.67
L14	S08°18'56"E	23.07
L15	S43°52'32"E	30.65
L16	N46°07'28"E	39.23
L17	S42°52'32"E	49.43
L18	S42°52'32"E	36.33
L19	S42°52'32"E	41.16
L20	S46°07'28"W	41.81
L21	S43°52'32"E	31.89
L22	S77°02'06"E	24.53
L23	N46°07'28"E	27.97
L24	N89°31'30"E	62.00
L25	S00°28°30"E	62.00
L26	N28°15'11"W	31.22
L27	S00°28°30"E	93.23
L28	S89°22'55"W	79.47

SECTION TIES

SOUTH 1/4 CORNER, SEC. 25-T11N-R10W
FOUND 2" ALUMINUM CAP AT GRADE
 S 1.0' TO CENTERLINE OF HUSKER HIGHWAY
 NNW 43.40' TO SOUTH NUT OF FIRE HYDRANT
 NW 51.10' TO NAIL IN POWER POLE
 SW 46.50' TO NAIL IN FENCE POST
 S 43.05' TO NAIL IN FENCE POST
 SE 56.47' TO PK NAIL W/WASHER STAMPED L.S. 458 ON FENCE POST

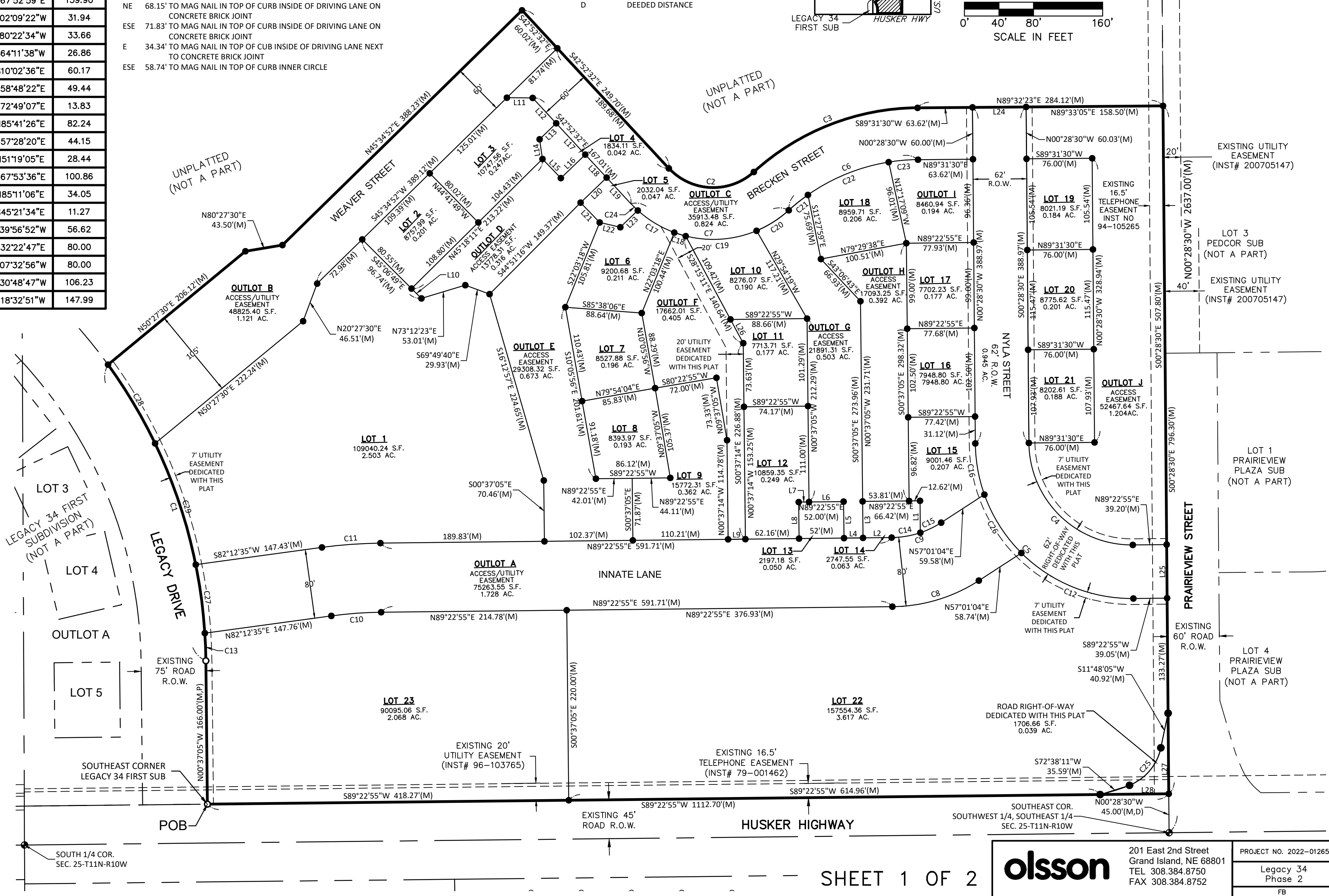
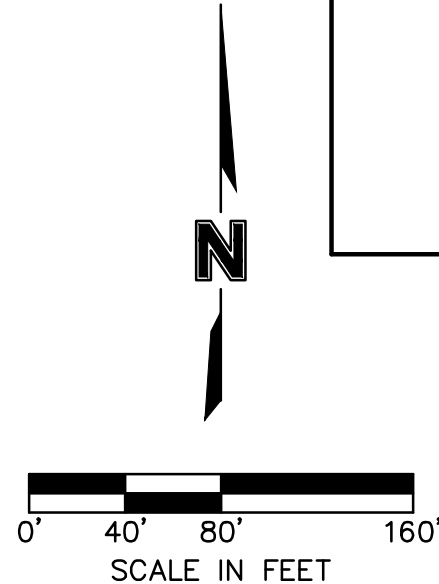
NORTHEAST CORNER, W1/2, SE1/4, SECTION 25-T11N-R10W
FOUND 3/4" BAR 0.4'± BELOW GRADE
N 1.3' TO CHAIN LINK FENCE
SE 13.15' TO MAG NAIL WITH WASHER IN NORTH FACE OF CORNER FENCE POST
SE 6.79' TO MAG NAIL WITH WASHER IN NORTH FACE OF BRACE POST

SOUTHEAST CORNER, SW 1/4, SE 1/4, SEC. 25-T11N-R10W
SET 5/8" REBAR w/CAP
 NNW 27.98' TO MAG NAIL IN TOP OF CURB INSIDE OF DRIVING LANE ON
 CONCRETE BRICK JOINT
 NE 68.15' TO MAG NAIL IN TOP OF CURB INSIDE OF DRIVING LANE ON
 CONCRETE BRICK JOINT
 ESE 71.83' TO MAG NAIL IN TOP OF CURB INSIDE OF DRIVING LANE ON
 CONCRETE BRICK JOINT
 E 34.34' TO MAG NAIL IN TOP OF CUB INSIDE OF DRIVING LANE NEXT
 TO CONCRETE BRICK JOINT
 ESE 58.74' TO MAG NAIL IN TOP OF CURB INNER CIRCLE

LEGEND

SECTION CORNER
SET CORNER (5/8"x24" REBAR w/CAP)
FOUND CORNER (5/8" REBAR w/CAP)
EXISTING ROW LINE
SECTION LINE
EASEMENT LINE
NEW LOT LINE
NEW SUBDIVISION LINE
MEASURED DISTANCE
PLATTED DISTANCE - LEGACY 34 1ST SUB
DEEDED DISTANCE

LOCATION MAP

[illegible]

OWNERS: INNATE DEVELOPMENT 2, LLC
SUBDIVIDER: INNATE DEVELOPMENT 2, LLC
SURVEYOR: OLSSON
ENGINEER: OLSSON
NUMBER OF LOTS: 23 LOTS/ 10 OUTLOTS

SHEET 1 OF 2

olsson

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

PROJECT NO. 2022-01265

Legacy 34
Phase 2

FR

LEGACY 34 SECOND SUBDIVISION
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
FINAL PLAT

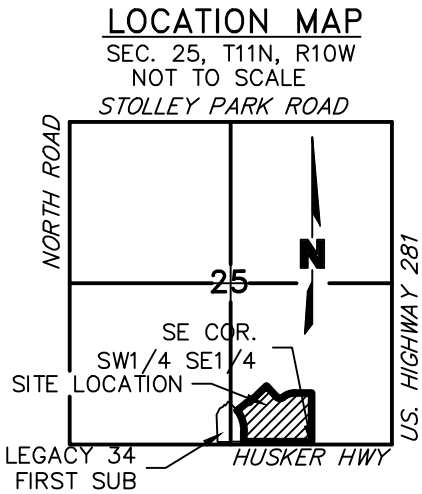
LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LEGACY 34 FIRST SUBDIVISION AND BEING THE INTERSECTION OF NORTH RIGHT-OF-WAY LINE OF HUSKER HIGHWAY AND THE EAST RIGHT-OF-WAY LINE OF LEGACY DRIVE, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N00°37'05"W, ALONG SAID EAST RIGHT-OF-WAY LINE OF LEGACY DRIVE, A DISTANCE OF 166.00 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, WITH A DELTA ANGLE OF 35°19' 00", HAVING A RADIUS OF 595.00 FEET, AND CHORD BEARING N18°16'35"W A CHORD DISTANCE OF 360.97 FEET; THENCE N50°27'30"E A DISTANCE OF 206.12 FEET; THENCE N80°27'30"E A DISTANCE OF 43.50 FEET; THENCE N45°34'52"E A DISTANCE OF 388.23 FEET; THENCE S42°52'32"E A DISTANCE OF 249.70 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, WITH A DELTA ANGLE OF 89°25'48", HAVING A RADIUS OF 70.00 FEET, AND CHORD BEARING S87°35'26"E A CHORD DISTANCE OF 98.50 FEET TO A CONTINUED POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, WITH A DELTA ANGLE OF 41°49'49", HAVING A RADIUS OF 285.00 FEET, AND CHORD BEARING N68°36'35"E A CHORD DISTANCE OF 203.48 FEET; THENCE N89°32'23"E A DISTANCE OF 284.12 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4); THENCE S00°28'30"E, ALONG SAID EAST LINE OF THE SW1/4, SE1/4, A DISTANCE OF 796.30 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF HUSKER HIGHWAY; THENCE S89°22'55"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF HUSKER HIGHWAY, A DISTANCE OF 1112.70 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 875932.17 SQUARE FEET OR 20.109 ACRES MORE OR LESS OF WHICH 0.984 ACRES ARE NEW DEDICATED ROAD RIGHT-OF-WAY.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 2022, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND CONSISTING OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

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



OWNERS: INNATE DEVELOPMENT 2, LLC
SUBDIVIDER: INNATE DEVELOPMENT 2, LLC
SURVEYOR: OLSSON
ENGINEER: OLSSON
NUMBER OF LOTS: 23 LOTS/ 10 OUTLOTS

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT INNATE DEVELOPMENT 2, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "LEGACY 34 SECOND SUBDIVISION" IN PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE ROAD RIGHT OF WAY, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER: AND HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS HERETO, AND THAT THE FOREGOING SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

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

SCOTT P. RIEF, MANAGING MEMBER
INNATE DEVELOPMENT 2, LLC

ACKNOWLEDGMENT

STATE OF NEBRASKA SS
COUNTY OF HALL

ON THIS ____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED SCOTT P. RIEF, MANAGING MEMBER, INNATE DEVELOPMENT 2, LLC , TO BE PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

APPROVAL

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

CHAIRPERSON DATE

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS ____ DAY OF _____, 2022.

MAYOR

CITY CLERK

SHEET 2 OF 2

olsson
201 East 2nd Street
Grand Island, NE 68801
TEL 308.384.8750
FAX 308.384.8752
PROJECT NO. 2022-01265
Legacy 34
Phase 2
FB

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

LEGACY 34 SECOND SUBDIVISION

LOTS 1-23 Inclusive and Outlots A-J Inclusive

In the City of Grand Island, Hall County Nebraska

The undersigned, Innate Development 2 LLC, hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LEGACY 34 FIRST SUBDIVISION AND BEING THE INTERSECTION OF NORTH RIGHT-OF-WAY LINE OF HUSKER HIGHWAY AND THE EAST RIGHT-OF-WAY LINE OF LEGACY DRIVE, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N00°37'05"W, ALONG SAID EAST RIGHT-OF-WAY LINE OF LEGACY DRIVE, A DISTANCE OF 166.00 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE

IN A COUNTER CLOCKWISE DIRECTION, WITH A DELTA ANGLE OF 35°19' 00", HAVING A RADIUS OF 595.00 FEET, AND CHORD BEARING N18°16'35"W A CHORD DISTANCE OF 360.97 FEET; THENCE N50°27'30"E A DISTANCE OF 206.12 FEET; THENCE N80°27'30"E A DISTANCE OF 43.50 FEET; THENCE N45°34'52"E A DISTANCE OF 388.23 FEET; THENCE S42°52'32"E A DISTANCE OF 249.70 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, WITH A DELTA ANGLE OF 89°25'48", HAVING A RADIUS OF 70.00 FEET, AND CHORD BEARING S87°35'26"E A CHORD DISTANCE OF 98.50 FEET TO A CONTINUED POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, WITH A DELTA ANGLE OF 41°49'49", HAVING A RADIUS OF 285.00 FEET, AND CHORD BEARING N68°36'35"E A CHORD DISTANCE OF 203.48 FEET; THENCE N89°32'23"E A DISTANCE OF 284.12 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4); THENCE S00°28'30"E, ALONG SAID EAST LINE OF THE SW1/4, SE1/4, A DISTANCE OF 796.30 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE OF HUSKER HIGHWAY; THENCE S89°22'55"W, ALONG SAID NORTH RIGHT-OF-WAY LINE OF HUSKER HIGHWAY, A DISTANCE OF 1112.70 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 875932.17 SQUARE FEET OR 20.109 ACRES MORE OR LESS OF WHICH 0.984 ACRES ARE NEW DEDICATED ROAD RIGHT-OF-WAY.

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as LEGACY 34 SECOND SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said LEGACY 34 SECOND SUBDIVISION, the

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

1. **Residential and Commercial Development Zone.** This subdivision is within a designated Residential Development Zone and Commercial Development Zone and shall be regulated in accordance with Chapter 36 of the Grand Island City Code. A Development Plan as attached hereto and incorporated herein by reference is hereby approved for such Subdivision. Any amendments to such Development Plan shall be approved by the City of Grand Island in accordance with the Grand Island City Code. The official Development Plan shall be on file with the City's Planning Department.

2. **Paving.** The Subdivider agrees to pave Nyla Street in accordance with plans and specifications approved by the City's Director of Public Works, and subject to the City's inspection. If the Subdivider fails to pave Nyla Street, the City may create a paving district to perform such work. The Subdivider agrees to waive the right to object to the creation of any paving district for Husker Highway where it abuts the subdivision.

The Subdivider agrees that Weaver Street, Innate Lane and Brecken Street are private streets that provide access to the adjoining properties. The developer or owners association is responsible for all maintenance and snow removal on Weaver Street, Innate Lane and Brecken Street.

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

4. **Sanitary Sewer.** Public sanitary sewer is available to the subdivision and

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

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

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

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

Street Name	Curb sidewalk	Conventional Sidewalk	Hike/Bike Trail
Nyla Street		x	

7. **Electric.** The Subdivider agrees to install all conduit, both primary and secondary, as well as all necessary transformer pads in the subdivision in accordance with plans and specifications approved by the Utilities Department, and subject to the City's inspection.

8. **Landscaping.** The Subdivider agrees to comply with the requirements of the Landscaping Regulations of the City of Grand Island, and plans as submitted to and approved by the City's Building Department.

9. **Outlots.** Subdivider, its successors, assigns, heirs, devisees, and legatees, and any subsequent owners of any Lot shall have a perpetual right of ingress/egress to Outlots A-J inclusive for the purpose of fire company operations, parking access including but not limited to parking stalls, access to common green spaces, access for the purpose of surveying, constructing, inspecting, maintaining, repairing, replacing, relocating, extending, removing and operating private utilities, including but not limited to –electric, water, sewer, storm sewer, telecommunication, data and items incidental or related thereto which may be under, upon or over Outlots A-J inclusive which shall be completed at the expense of the benefitted Lot Owners. Additionally, the benefitted Lot Owners shall be responsible for restoring Outlots A-J inclusive to its condition as it existed prior to such construction, replacement, maintenance or repairs.

10. **Design and Construction.** No building shall be constructed except within the Building Envelope Areas as defined on the Development Plan. The buildings to be constructed shall be consistent with the designs approved with the development plan including 150 units of apartments in three story buildings with 10 units per building as shown in the attached development plan and attached elevations and floor plans and four carriage houses with one dwelling unit in each carriage house. No portion of any building constructed (including architectural features) shall exceed a height of 50 feet above the center of the street at the midpoint of the front property line. The subdivider further agrees that no buildings shall be constructed on lots 1, 23 and 24 (CD Commercial Development Zone) without approval of building layout and design through an amendment to the CD Zone approved by the City Council.

11. **Easements.** Any easements shall be kept free of obstructions and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions.

In addition, the duty to maintain the surface of any easements to keep them clear of any worthless vegetation or nuisance shall run with the land.

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

13. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as LEGACY 34 SECOND SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

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

Dated _____, 2022.

INNATE DEVELOPMENT 2., A
NEBRASKA LIMITED LIABILITY
COMPANY, Subdivider

By: Scott P. Rief, Managing Member

[illegible]

On _____, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Scott P. Rief, Managing Member of Innate Development 2, L.L.C., a Nebraska Limited Liability Company, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of Innate Development 2, L.L.C.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

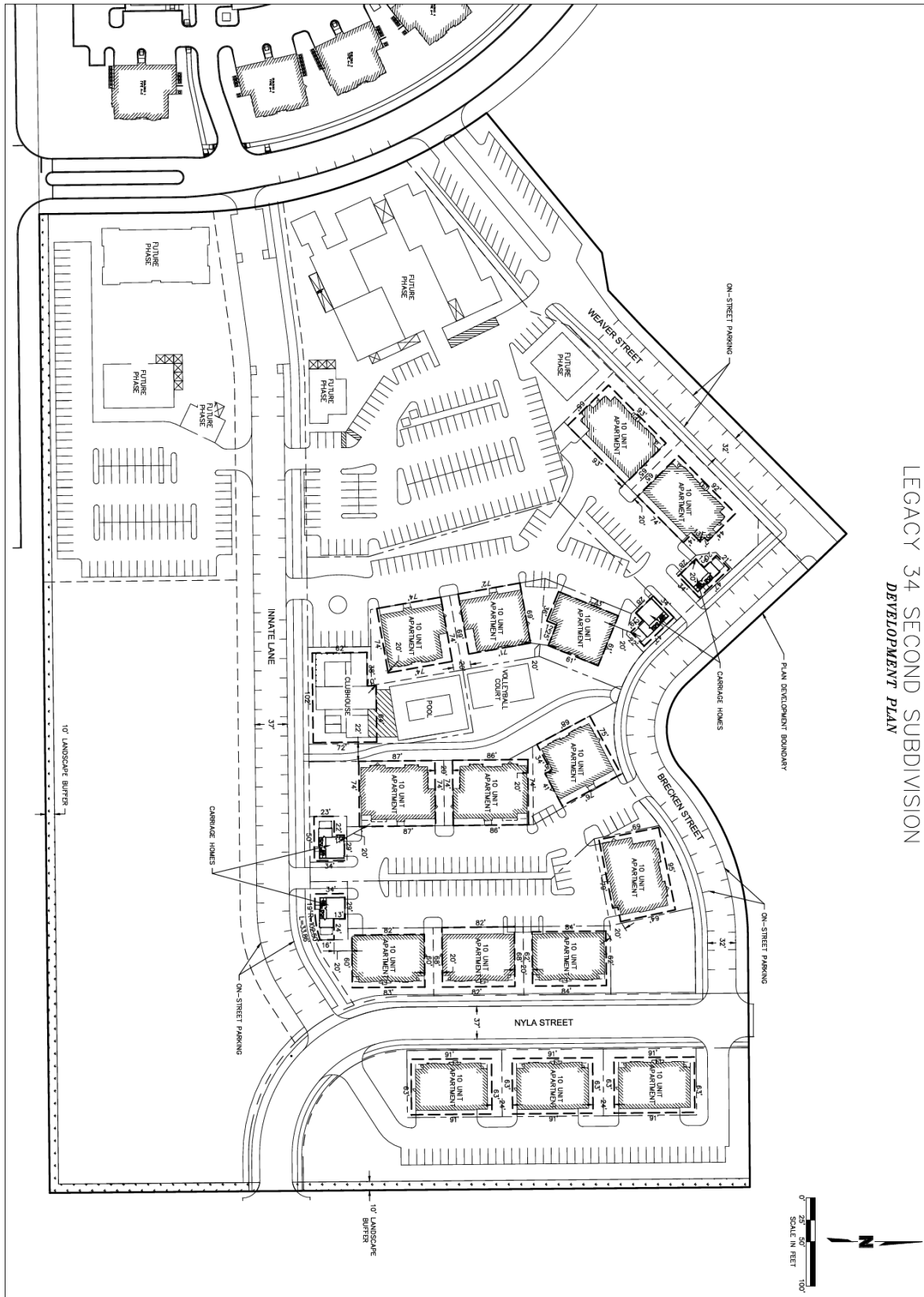
On _____, 2022, before me, the undersigned,, a Notary Public in and for said County and State, personally came Roger G. Steele, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Subdivision Agreement and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution 2022-____, and that the City's corporate seal was thereto affixed by proper authority.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

LEGACY 34 SECOND SUBDIVISION
DEVELOPMENT PLAN



RESOLUTION 2022-278

WHEREAS know all men by these presents, that “Innate Development 2 , LLC, A Nebraska Limited Liability Company, being the owner of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as “LEGACY 34 SECOND SUBDIVISION”, A tract of land located in part of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) Of Section Twenty-Five (25), Township Eleven (11) North, Range Ten (10) West of the 6TH P.M., In The City of Grand Island, Hall County, Nebraska; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of LEGACY 34 SECOND SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2022	☐ City Attorney



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item G-6

#2022-294 - Approving Final Plat and Subdivision Agreement for Northwest Gateway Second Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: October 25, 2022

Subject: Northwest Gateway Second Subdivision - Final Plat

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

Background

This property is located north end of Colorado Avenue. This property is zoned LLR Large Lot Residential and RO Residential Office. This resubdivides the three existing lots into four lots. (4 Lots, 2.290 Acres).

Discussion

The final plat for Northwest Gateway Second Subdivision was considered at the Regional Planning Commission at the October 5, 2022 meeting on the consent agenda.

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

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve as recommended.

Developer/Owner

Famos Construction Inc
P.O. Box 1665
Grand Island, NE 68802

To create 4 Lots 3 lots

Size: Final Plat 4 lots, 2.290 Acres

Zoning: LLR Large Lot Residential and RO Residential Office

Road Access:

Water: City water is available to the subdivision.

Sewer: City sewer is available to the subdivision and will be extended to serve all lots.



NORTHWEST GATEWAY SECOND SUBDIVISION
GRAND ISLAND, HALL COUNTY, NEBRASKA
FINAL PLAT

LEGEND

- SET CORNER (5/8"x24" REBAR W/CAP)
- FOUND CORNER (AS NOTED)
- EXISTING PROPERTY LINE
- NEW PROPERTY LINE
- SUBDIVISION LINE
- - - NEW DRAINAGE EASEMENT
- - - NEW ACCESS EASEMENT
- - - EASEMENT LINE (AS NOTED)
- M MEASURED DISTANCE
- P HW SUB
- P1 ROSS HEIGHTS SECOND SUB
- P2 NORTHWEST GATEWAY SUB

LEGAL DESCRIPTION

A REPLAT OF ALL OF LOTS 13, 14, AND 15, NORTHWEST GATEWAY SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 99776.67 SQUARE FEET OR 2.291 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 2022, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND CONSISTING OF A REPLAT OF ALL OF LOTS 13, 14, AND 15, NORTHWEST GATEWAY SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

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

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT FAMOS CONSTRUCTION, INC., BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "**NORTHWEST GATEWAY SECOND SUBDIVISION**" A REPLAT OF ALL OF LOTS 13, 14, AND 15, NORTHWEST GATEWAY SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS HERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

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

AMOS ANSON, PRESIDENT
FAMOS CONSTRUCTION, INC.

ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF HALL SS

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

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

APPROVAL

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

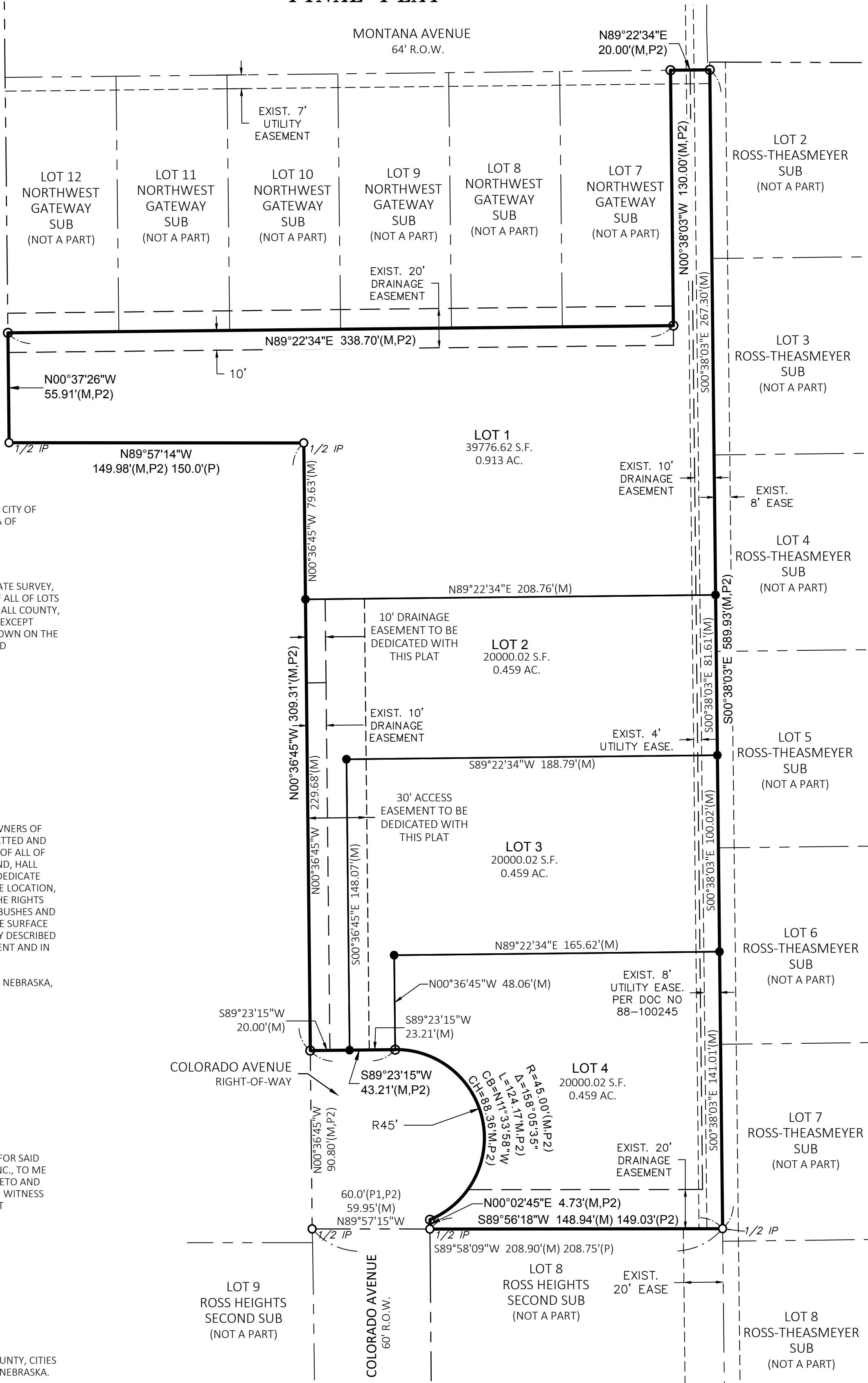
CHAIRPERSON _____ DATE _____

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

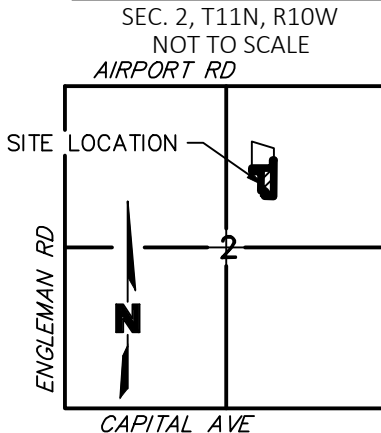
THIS ____ DAY OF _____, 2022.

MAYOR _____

CITY CLERK _____



LOCATION MAP



OWNERS: FAMOS CONSTRUCTION, INC.
SUBDIVIDER: FAMOS CONSTRUCTION, INC.
SURVEYOR: OLSSON
ENGINEER: OLSSON
NUMBER OF LOTS: 4

olsson	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750 FAX 308.384.8752	PROJECT NO. 2020-0553
		Famos Construction
		FB C-19



DWG: F:\2020\0501-1000\020-0553\40-Desian\Survey\SRVY\Sheets\V_FPLAT 2ND_0200553.dwg
553 V_XRWAY 2ND_0200553

USER: jjimenez

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

NORTHWEST GATEWAY SECOND SUBDIVISION

Lots 1, 2, 3 and 4

In the City of Grand Island, Hall County Nebraska

The undersigned, Famos Construction Inc., hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A REPLAT OF ALL OF LOTS 13, 14, AND 15, NORTHWEST GATEWAY SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 99776.67 SQUARE FEET OR 2.291 ACRES MORE OR LESS.

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as NORTHWEST GATEWAY SECOND SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets

belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said NORTHWEST GATEWAY SECOND SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to waive the right to object to the creation of any paving or repaving district for Montana Avenue and Colorado Avenue where it abuts the subdivision.
2. **Water.** Public water supply is available to the subdivision, and all new structures requiring service shall be connected to such water supply.
3. **Sanitary Sewer.** Public sanitary sewer is available to the subdivision, and all new structures requiring service shall be connected to such sanitary sewer supply.
4. **Storm Drainage.** The Subdivider agrees to grade all lots in the subdivision in conjunction with the development proposed thereon so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.
5. **Sidewalks.** The Subdivider shall install and maintain all public sidewalks required by the City of Grand Island when the lots are built upon, and such sidewalk shall be regulated and required with the building permit for each such lot.

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

Street Name	Curb sidewalk	Conventional Sidewalk	Sidewalk Requirement Waived by Council
Montana Avenue		x	NO
Colorado Avenue	x		NO

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

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

8. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as NORTHWEST GATEWAY SECOND SUBDIVISION, and that an abstract of title or title insurance

commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

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

Dated _____, 2022.

FAMOUS CONSTRUCTION, INC.,
Subdivider

By: _____
Amos Anson, President

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Amos Anson, President of Famos Construction, Inc., known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of Famos Construction, Inc.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____

—

RaNae Edwards, City Clerk

[illegible]

On _____, 2022, before me, the undersigned,, a Notary Public in and for said County and State, personally came Roger G. Steele, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Subdivision Agreement and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution 2022-____, and that the City's corporate seal was thereto affixed by proper authority.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

RESOLUTION 2022-294

WHEREAS know all men by these presents, that “Famous Construction, INC, LLC, being the owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as “NORTHWEST GATEWAY SECOND SUBDIVISION”, A Replat of all of Lot 13, 14, and 15, Northwest Gateway Subdivision, in the City of Grand Island, Hall County, Nebraska; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of NORTHWEST GATEWAY SECOND SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October , 2022	☐ City Attorney



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item G-7

**#2022-295 - Approving Final Plat and Subdivision Agreement for
Woodland Park 19th Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: October 25, 2022

Subject: Woodland Park Nineteenth Subdivision - Final Plat

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

Background

This property is located east Independence Avenue and south of Pennsylvania Avenue. This plat adjusts the property lines in the northeast corner of the subdivision and does not create any additional lots. (2 Lots, 6.979 Acres)

Discussion

The final plat for Woodland Park Nineteenth Subdivision was considered at the Regional Planning Commission at the October 5, 2022 meeting on the consent agenda.

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

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve as recommended.

Developer/Owner

McKayla Nelson
4147 Pennsylvania Ave
Grand Island, NE 68803

To create no additional lots but adjust lot line boundaries.

Size: Final Plat 2 lots, 6.979 Acres

Zoning: LLR Large Lot Residential and R2 Low Density Residential

Road Access:

Water: City water is available to the subdivision.

Sewer: City sewer is available to the subdivision and will be extended to serve all lots.



WOODLAND PARK NINETEENTH SUBDIVISION
GRAND ISLAND, HALL COUNTY, NEBRASKA
FINAL PLAT

NORTHWEST CORNER
SOUTHEAST 1/4
SECTION 2-T11N-R10W

PENNSYLVANIA AVENUE
60' R.O.W.

75.15'(M,P)
S88°51'36"E

PENNSYLVANIA
AVE.

LOT 11-BLK 1
CAPITAL HEIGHTS
SUBDIVISION

LOT 10-BLK 1
CAPITAL HEIGHTS
SUBDIVISION

INDEPENDENCE AVENUE

WEST LINE, W1/2, SE1/4
SECTION 2-T11N-R10W

N00°44'16"W
113.25'(M)

1'(M,R)

EXISTING 9'
UTILITY EASEMENT
DOC NO 85006254
FILED DEC 18 1985

R=287.86'(M,D)
Δ=024°49'55"
L=124.76'(M)
CB=N13°51'06"W
CH=123.72'(M)

EAST R.O.W. LINE
PER INST NO 200010611
FILED DEC 7 2000

R=330.00'
Δ=025°23'05"
L=146.21'(M)
CB=N13°26'47"W
CH=145.01'(M)
145.02'(D)

60.00'(M,D)
S89°31'15"E

EXISTING 15'
SIDEWALK EASEMENT
INST NO 200605843
FILED JUN 30 2006

LOT 2
263830.88 S.F.
6.057 AC.

40' RIGHT-OF-WAY
TO BE DEDICATED
WITH THIS PLAT

N89°31'15"W 681.80'(M)

S00°25'30"W 171.26'(M)
171.22'(P1) 172.0'(R)

LOT 1
BEREAN BIBLE
CHURCH
SUBDIVISION
(NOT A PART)

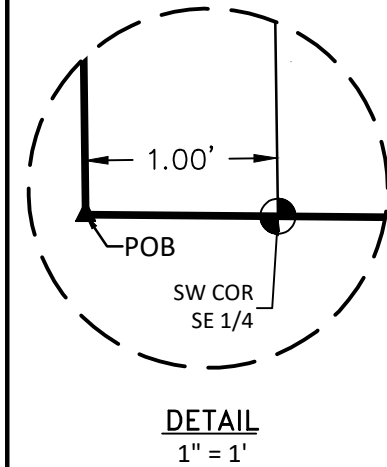
PART OF
W1/2 SE1/4
SEC 2-T11N-R10W
(NOT A PART)

164.91'(M)
S00°17'45"W 204.91'(M)

33' COUNTY
ROAD R.O.W.

N89°31'15"W 2616.16'(M) 2613.60'(G)

SOUTHEAST CORNER
SOUTHEAST 1/4
SECTION 2-T11N-R10W

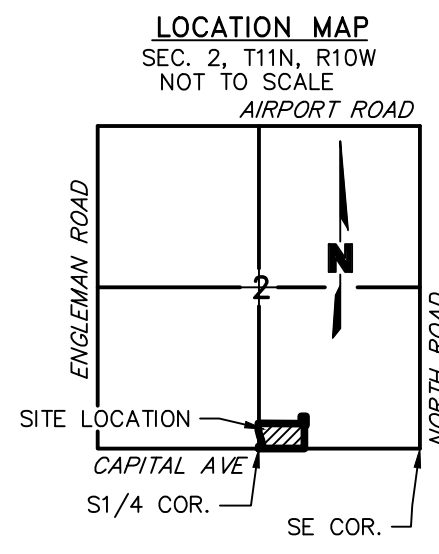
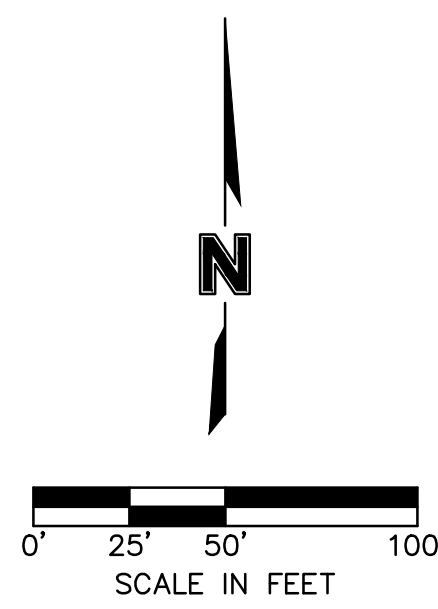


SECTION TIES
NORTHWEST CORNER, SOUTHEAST 1/4, SEC. 2-T11N-R10W
FOUND 1/2" IRON PIPE SOUTHWEST CORNER OF ROSS
HEIGHTS SUBDIVISION
E 2.15' TO CENTERLINE OF SANITARY SEWER MANHOLE
SSW 21.19' TO CHISELED "X" IN NORTHWEST CORNER
CONCRETE PAD OF JUNCTION BOX
W 61.43' TO RED HEAD NAIL IN POWER POLE

SOUTHWEST CORNER, SOUTHEAST 1/4, SEC. 2-T11N-R10W
FOUND SURVEY SPIKE WITH ID WASHER AT GRADE IN
CENTERLINE OF CAPITAL AVENUE
NE 32.04' TO CENTER TELECOMMUNICATION MANHOLE
ESE 31.90' TO CENTER OF SANITARY SEWER MANHOLE
WSW 30.07' TO CENTER OF SANITARY SEWER MANHOLE
NE 65.53' TO RED HEAD NAIL IN POWER POLE

SOUTHEAST CORNER, SOUTHEAST 1/4, SEC. 2-T11N-R10W
FOUND 2" ALUMINUM CAP AT GRADE INSIDE QUADRANT
OF LANDSCAPE AREA FOR ROUND-A-BOUT
NW 62.53' TO MAG NAIL WITH WASHER IN POWER POLE
NE 48.23' TO SPIKE IN POWER POLE
SE 114.96' TO RED HEAD NAIL IN POWER POLE
SW 46.09' TO TOP OPERATION NUT OF FIRE HYDRANT

LEGEND
SECTION CORNER
FOUND CORNER (5/8" REBAR OR AS NOTED)
SET CORNER (5/8"x24" REBAR W/CAP)
CALCULATED CORNER
ROW LINE
SECTION LINE
PROPERTY LINE
EXISTING EASEMENT
NEW SUBDIVISION LINE
NEW PROPERTY LINE
MEASURED DISTANCE
RECORDED DISTANCE
DEEDED DISTANCE
PLATTED DISTANCE
GLO DISTANCE



OWNERS: MCKAYLA NELSON
FIRST UNITED METHODIST CHURCH
SUBDIVIDER: MCKAYLA NELSON
SURVEYOR: OLSSON
ENGINEER: OLSSON
NUMBER OF LOTS: 2

SHEET 1 OF 2

	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750 FAX 308.384.8752	PROJECT NO. 2022-03876
	MCKAYLA NELSON SURVEY	
	FB	

WOODLAND PARK NINETEENTH SUBDIVISION
GRAND ISLAND, HALL COUNTY, NEBRASKA
FINAL PLAT

LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF PART LOT 15, BLOCK 2, WOODLAND PARK TWELFTH SUBDIVISION AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4), ALL IN SECTION TWO (2), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 1.00 FOOT WEST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4) OF SECTION 2-T11N-R10W, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°44'16"W, ALONG THE EAST RIGHT-OF-WAY LINE OF INDEPENDENCE AVENUE AND BEING PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4, A DISTANCE 33.01 FEET TO A POINT BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF INDEPENDENCE AVENUE AND THE NORTH RIGHT-OF-WAY LINE OF CAPITAL AVENUE; THENCE S89°31'15"E, ALONG SAID NORTH RIGHT-OF-WAY LINE OF CAPITAL AVENUE, A DISTANCE OF 60.00 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID INDEPENDENCE AVENUE AND IN A COUNTER CLOCK-WISE DIRECTION, HAVING A DELTA ANGLE OF 25°23'05", A RADIUS OF 330.00 FEET, A CHORD BEARING N13°26'47"W AND A CHORD DISTANCE OF 145.01 FEET TO A POINT OF REVERSE CURVATURE; THENCE AROUND A CURVE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF INDEPENDENCE AVENUE AND IN A CLOCK-WISE DIRECTION, HAVING A DELTA ANGLE OF 24°49'55", A RADIUS OF 287.86 FEET, A CHORD BEARING N13°51'06"W AND A CHORD DISTANCE OF 123.78 FEET; THENCE N00°44'16"W, ALONG SAID EAST RIGHT-OF-WAY LINE OF INDEPENDENCE AVENUE, A DISTANCE OF 113.25 FEET; THENCE S89°25'19"E, ALONG THE SOUTH LINE OF BLOCK 3, WOODLAND PARK FIFTH SUBDIVISION AND THE SOUTH LINE OF BLOCK 3, WOODLAND PARK EIGHTH SUBDIVISION, A DISTANCE OF 700.94 FEET TO A POINT BEING THE SOUTHEAST CORNER OF LOT 4, BLOCK 3, WOODLAND PARK EIGHTH SUBDIVISION; THENCE N00°44'46"W, ALONG THE EAST LINE OF SAID LOT 4, BLOCK 3, A DISTANCE OF 120.19 FEET TO THE NORTHEAST CORNER OF SAID LOT 4, BLOCK 3 AND ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE; THENCE S88°51'36"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 75.15 FEET TO THE NORTHWEST CORNER OF LOT 14, BLOCK 2, WOODLAND PARK TWELFTH SUBDIVISION; THENCE S00°41'22"W, ALONG THE WEST LINE OF SAID LOT 14, BLOCK 2, A DISTANCE OF 148.87 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14, BLOCK 2; THENCE N89°25'23"W, ALONG THE NORTH LINE OF LOT 1, BEREAN BIBLE CHURCH SUBDIVISION, A DISTANCE OF 24.14 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE S00°25'30"W, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 171.26 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE S00°17'45"W A DISTANCE OF 204.91 TO A POINT ON THE SOUTH LINE OF SAID SW1/4, SE1/4; THENCE N89°31'15"W, ALONG SAID SOUTH LINE, A DISTANCE OF 740.00 FEET TO THE SOUTHWEST CORNER, SW1/4, SE1/4; THENCE CONTINUING N89°31'15"W A DISTANCE OF 1.00 FOOT TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 304000.25 SQUARE FEET OR 6.979 ACRES MORE OR LESS OF WHICH 0.671 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON , 2022, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND CONSISTING OF PART LOT 15, BLOCK 2, WOODLAND PARK TWELFTH SUBDIVISION AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4), ALL IN SECTION TWO (2), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

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

APPROVAL

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

CHAIRPERSON DATE

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS DAY OF , 2022.

MAYOR

CITY CLERK

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT MCKAYLA NELSON, A SINGLE PERSON AND FIRST UNITED METHODIST CHURCH, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "WOODLAND PARK NINETEENTH SUBDIVISION" IN PART LOT 15, BLOCK 2, WOODLAND PARK TWELFTH SUBDIVISION AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4), ALL IN SECTION TWO (2), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE ROAD RIGHT OF WAY, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER: AND THAT THE FOREGOING SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERE TO, AT , NEBRASKA, THIS DAY OF , 2022.

MCKAYLA NELSON

FLOYD SORENSEN, TRUSTEE CHAIRMAN
FIRST UNITED METHODIST CHURCH

ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF HALL SS

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

MY COMMISSION EXPIRES

NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF HALL SS

ON THIS DAY OF , 2022, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED FLOYD SORENSEN, TRUSTEE CHAIRMAN, FIRST UNITED METHODIST CHURCH, TO BE PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURES ARE AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT , NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES

NOTARY PUBLIC

OWNERS: MCKAYLA NELSON
FIRST UNITED METHODIST CHURCH
SUBDIVIDER: MCKAYLA NELSON
SURVEYOR: OLSSON
ENGINEER: OLSSON
NUMBER OF LOTS: 2

SHEET 2 OF 2

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

PROJECT NO. 2022-03876
MCKAYLA NELSON
SURVEY
FB

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

WOODLAND PARK NINETEENTH SUBDIVISION

Lots 1 and 2 Inclusive

In the City of Grand Island, Hall County Nebraska

The undersigned, MCKAYLA NELSON and FIRST UNITED METHODIST CHURCH, hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A TRACT OF LAND CONSISTING OF PART LOT 15, BLOCK 2, WOODLAND PARK TWELFTH SUBDIVISION AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4), ALL IN SECTION TWO (2), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 1.00 FOOT WEST OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW1/4, SE1/4) OF SECTION 2-T11N-R10W, SAID POINT BEING THE POINT OF BEGINNING; THENCE N00°44'16"W, ALONG THE EAST RIGHT-OF-WAY LINE OF INDEPENDENCE AVENUE AND BEING PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4, A DISTANCE 33.01 FEET TO A POINT BEING THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF INDEPENDENCE AVENUE AND THE

NORTH RIGHT-OF-WAY LINE OF CAPITAL AVENUE; THENCE S89°31'15"E, ALONG SAID NORTH RIGHT-OF-WAY LINE OF CAPITAL AVENUE, A DISTANCE OF 60.00 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID INDEPENDENCE AVENUE AND IN A COUNTER CLOCK-WISE DIRECTION, HAVING A DELTA ANGLE OF 25°23'05", A RADIUS OF 330.00 FEET, A CHORD BEARING N13°26'47"W AND A CHORD DISTANCE OF 145.01 FEET TO A POINT OF REVERSE CURVATURE; THENCE AROUND A CURVE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF INDEPENDENCE AVENUE AND IN A CLOCK-WISE DIRECTION, HAVING A DELTA ANGLE OF 24°49'55", A RADIUS OF 287.86 FEET, A CHORD BEARING N13°51'06"W AND A CHORD DISTANCE OF 123.78 FEET; THENCE N00°44'16"W, ALONG SAID EAST RIGHT-OF-WAY LINE OF INDEPENDENCE AVENUE, A DISTANCE OF 113.25 FEET; THENCE S89°25'19"E, ALONG THE SOUTH LINE OF BLOCK 3, WOODLAND PARK FIFTH SUBDIVISION AND THE SOUTH LINE OF BLOCK 3, WOODLAND PARK EIGHTH SUBDIVISION, A DISTANCE OF 700.94 FEET TO A POINT BEING THE SOUTHEAST CORNER OF LOT 4, BLOCK 3, WOODLAND PARK EIGHTH SUBDIVISION; THENCE N00°44'46"W, ALONG THE EAST LINE OF SAID LOT 4, BLOCK 3, A DISTANCE OF 120.19 FEET TO THE NORTHEAST CORNER OF SAID LOT 4, BLOCK 3 AND ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF PENNSYLVANIA AVENUE; THENCE S88°51'36"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 75.15 FEET TO THE NORTHWEST CORNER OF LOT 14, BLOCK 2, WOODLAND PARK TWELFTH SUBDIVISION; THENCE S00°41'22"W, ALONG THE WEST LINE OF SAID LOT 14, BLOCK 2, A DISTANCE OF 148.87 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14, BLOCK 2; THENCE N89°25'23"W, ALONG THE NORTH LINE OF LOT 1, BEREAN BIBLE CHURCH SUBDIVISION, A DISTANCE OF 24.14 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE S00°25'30"W, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 171.26 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE S00°17'45"W A DISTANCE OF 204.91 TO A POINT ON THE SOUTH LINE OF SAID SW1/4, SE1/4; THENCE N89°31'15"W, ALONG SAID SOUTH LINE, A DISTANCE OF 740.00 FEET TO THE SOUTHWEST CORNER, SW1/4, SE1/4; THENCE CONTINUING N89°31'15"W A DISTANCE OF 1.00 FOOT TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 304000.25 SQUARE FEET OR 6.979 ACRES MORE OR LESS OF WHICH 0.671 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY.

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed

subdivision, to be known as WOODLAND PARK NINETEETH SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said WOODLAND PARK NINETEENTH SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

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

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

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

4. **Storm Drainage.** The Subdivider agrees to provide and maintain positive drainage from all lots, according to the drainage plan, so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If

the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

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

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

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

with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

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

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

Dated _____, 2022.

McKayla Nelson Subdivider

First United Methodist Church, Subdivider

By: _____
McKayla Nelson

By: _____
Floyd Sorensen, Trustee Chairman

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared McKayla Nelson known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed.

WITNESS my hand and notarial seal the date above written.

Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2022, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Floyd Sorensen, Trustee Chairman on behalf of First United Methodist Church, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of First United Methodist Church.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____

RaNae Edwards, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2022, before me, the undersigned,, a Notary Public in and for said County and State, personally came Roger G. Steele, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Subdivision Agreement and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution 2022-____, and that the City's corporate seal was thereto affixed by proper authority.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

RESOLUTION 2022-295

WHEREAS know all men by these presents, that “McKayla Nelson and First Faith United Methodist Church, being the owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as “WOODLAND PARK NINETEENTH SUBDIVISION”, A plat Lot 15 Block 2 of Woodland Park Twelfth Subdivision and a part of the Southwest Quarter of the Southeast Quarter (SW1/4, SE ¼) Section Two (2), Township Eleven (11) North, Range Ten (10) west of the 6th P.M. in the City of Grand Island, Hall County, Nebraska; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of WOODLAND PARK NINETEENTH SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2022	☐ City Attorney



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item G-8

#2022-296 - Approving City Council Meeting Schedule for 2023

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: October 25, 2022
Subject: City Council Meeting Schedule for 2023
Presenter(s): RaNae Edwards, City Clerk

Background

Grand Island City Code Chapter 2 specifies that Regular Meetings of the City Council shall be held in the Council Chambers of City Hall on the second and fourth Tuesdays of each month beginning at 7:00 p.m. City Council approved Ordinance No. 9009 on September 27, 2005 amending Chapter 2 of the Grand Island City Code allowing Study Sessions to be held at the discretion of the City Council.

Discussion

The City Clerk has prepared the proposed 2023 meeting schedule. This provides for the first City Council meeting to be a Regular Meeting on Tuesday, January 10, 2023. Due to the holidays in November and December it is suggested the regular meetings be held on the first and third Tuesdays. See attached proposed meeting dates.

Alternatives

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

1. Move to approve the 2023 meeting schedule as presented
2. Refer the issue to a Committee
3. Modify the 2023 meeting schedule to meet the wishes of the Council

Recommendation

City Administration recommends that the Council approve the proposed 2023 City Council meeting schedule.

Sample Motion

Move to approve the 2023 City Council meeting schedule as proposed.

PROPOSED

2023

CITY COUNCIL MEETING DATES

Tuesday, January 10, 2023

Tuesday, July 11, 2023

Tuesday, January 24, 2023

Tuesday, July 25, 2023

Tuesday, February 14, 2023

Tuesday, August 8, 2023

Tuesday, February 28, 2023

Tuesday, August 22, 2023

Tuesday, March 14, 2023

Tuesday, September 12, 2023

Tuesday, March 28, 2023

Tuesday, September 26, 2023

Tuesday, April 11, 2023

Tuesday, October 10, 2023

Tuesday, April 25, 2023

Tuesday, October 24, 2023

Tuesday, May 9, 2023

Tuesday, November 7, 2023

Tuesday, May 23, 2023

Tuesday, November 21, 2023

Tuesday, June 13, 2023

Tuesday, December 5, 2023

Tuesday, June 27, 2023

Tuesday, December 19, 2023

RESOLUTION 2022-296

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the City Council of the City of Grand Island, Nebraska will meet in the Council Chambers, 100 East First Street at 7:00 p.m. on the below-mentioned dates:

2023 City Council Meetings:

Tuesday, January 10, 2023
Tuesday, January 24, 2023
Tuesday, February 14, 2023
Tuesday, February 28, 2023
Tuesday, March 14, 2023
Tuesday, March 28, 2023
Tuesday, April 11, 2023
Tuesday, April 25, 2023
Tuesday, May 9, 2023
Tuesday, May 23, 2023
Tuesday, June 13, 2023
Tuesday, June 27, 2023

Tuesday, July 11, 2023
Tuesday, July 25, 2023
Tuesday, August 8, 2023
Tuesday, August 22, 2023
Tuesday, September 12, 2023
Tuesday, September 26, 2023
Tuesday, October 10, 2023
Tuesday, October 24, 2023
Tuesday, November 7, 2023
Tuesday, November 21, 2023
Tuesday, December 5, 2023
Tuesday, December 19, 2023

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 25, 2022.

—

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2022	☐ City Attorney



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item G-9

**#2022-297 - Approving Extension of Option to Lease Agreement -
Grand Island Children's Museum**

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Administrator

Meeting: October 25, 2022

Subject: Extension of Option to Lease Agreement-Grand Island Children's Museum

Presenter(s): Jerry Janulewicz, City Administrator

Background

At the February 22, 2022, the City Council approved a resolution to enter into an option to lease agreement (the "Agreement") with the Grand Island Children's Museum, Inc. (the "Museum"), which is seeking to establish a Children's Museum in Grand Island. After a search of properties in Grand Island, the Museum determined that the City-owned former Nebraska Guard Amory Building on Old Potash Highway would be an excellent location for such a facility. The Agreement contains the following elements:

1. The Museum was granted an option to lease the property at nominal rent per year. The option to lease will terminate on March 1, 2023 if not exercised by the Museum. The option to lease is contingent upon the Museum receiving funds and pledges totaling at least \$7,000,000.00 by January 1, 2023.
2. Upon exercise of the option to lease, the property would be leased to the Museum with an option to purchase the property during the lease term. The City would retain the easterly 40 feet of the property.
3. The property must be used for a children's museum open to all members of the public.
4. The Museum shall be solely responsible for the cost of all improvements and renovations to the Premises, which shall include, but not be limited to, updated HVAC, electric, and other building systems, and parking lot improvements.
5. The Museum shall keep the building and Premises in good condition and repair.
6. At any point during the lease, the Museum shall have the option to purchase the Premises from the City at a predetermined price subject to public remonstrance and election as provided by Nebraska Revised Statutes.

The City's Parks and Recreation Department currently uses the building for equipment storage. The 2022-23 budget did not include funds for acquisition of replacement storage facilities.

Discussion

The Museum has been unable to raise donations and pledges in the amounts previously anticipated and is requesting a one-year extension of the option to lease and the date by which it must demonstrate it has received at least \$7,000,000 in funds and pledges. If the resolution is approved by the City Council, the Agreement will be amended to provide for termination of the option to lease on March 1, 2024 if not exercised by the Museum and the option to lease will be contingent upon the Museum receiving funds and pledges totaling at least \$7,000,000.00 by January 1, 2024.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council approve the amendment of the option to lease agreement with the Grand Island Children's Museum.

Sample Motion

Move to approve the resolution.

**AMENDMENT TO ARTICLE I. Numbers 1, 2, and 4
OPTION TO LEASE**

**BY AND BETWEEN
THE CITY OF GRAND ISLAND, NEBRASKA
AND
GRAND ISLAND CHILDREN'S MUSEUM**

THIS AMENDMENT is made and entered into by and between the City of Grand Island, Nebraska, a body corporate and politic and a political subdivision of the State of Nebraska (Lessor), and the Grand Island Children's Museum, Inc., a Nebraska nonprofit corporation (Lessee), for the purpose of amending the terms of that certain Option to Lease dated February 23, 2022 (the Agreement) and relating to certain premises as further described in Schedule A to the Agreement.

WHEREAS, on February 22, 2022, the Mayor and City Council of the City of Grand Island approved Resolution 2022-51, authorizing the negotiation and execution of the Agreement; and

WHEREAS, the Lessor and Lessee now each desire to amend the Agreement to grant Lessee an extension of the deadline for Lessee's exercise of its option rights under the Agreement; and;

WHEREAS, on October 25, 2022, the Mayor and City Council of the City of Grand Island approved Resolution 2022-___ authorizing the amendment of the Agreement and extension of the option term for a period of one year.

NOW THEREFORE, upon mutual execution of this amendment by the Lessor and Lessee, Article I, Sections 2 and 4, of the Agreement shall be amended as set forth below (deletions in ~~strikethrough~~, additions underlined):

Article I. Option to Lease.

1. For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned Lessor gives an option to lease the premises described in Schedule A for such lease terms as set forth in Article II., below.
2. Exercise of the option to lease granted by this Article I shall be subject to and contingent upon Lessee's receipt of funds and pledges totaling not less than Seven Million Dollars (\$7,000,000.00) on or prior to ~~January 1, 2023~~, January 1, 2024 to be confirmed by the Lessor's City Administrator designee.
3. Lessor shall grant and permit Lessee's representatives and agents access to the premises to conduct inspections and studies to determine suitability of the premises for Lessee's intended development and use.
4. Subject to Article I., Sec. 2 above, this option is exercisable by written notice provided by the Lessee and received by the Lessor on or prior to ~~March 1, 2023~~, March 1, 2024.

All other terms and conditions of the Agreement shall remain in full force and effect, except as amended herein. This amendment shall be effective upon mutual execution by the Lessor and Lessee.

LESSOR:

CITY OF GRAND ISLAND

By: _____
Roger G. Steele, Mayor

ATTEST:

By: _____
RaNae Edwards, City Clerk

LESSEE:

GRAND ISLAND CHILDREN'S MUSEUM

By: _____
President

By: _____
Secretary:

RESOLUTION 2022-297

WHEREAS, on February 22, 2022, the Mayor and City Council of the City of Grand Island, Nebraska previously approved Resolution 2022-51, authorizing the execution of an Option to Lease Agreement (the Agreement) by and between the City of Grand Island as Lessor and Grand Island Children's Museum as Lessee; and

WHEREAS, the Agreement grants Lessee an option to lease certain real property described in Schedule A to the Agreement and requires Lessee to obtain certain funds and pledges for a Children's Museum on or prior to January 1, 2023 in order to exercise its option; and

WHEREAS, the Agreement further requires Lessee to provide the City with written notice of its intent to exercise its option on or prior to March 1, 2023; and

WHEREAS, Lessee has requested a one year extension to the deadlines set forth in the Agreement, and staff have recommended the granting of such extension; and

WHEREAS, the Mayor and City Council desire to grant Lessee the requested extension in order to provide Lessee with additional time to raise the required funds for the proposed Children's Museum.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of an amendment to the Agreement, attached hereto and incorporated herein as Exhibit A, and providing for a one year extension to the deadlines set forth in Article I, sections 2 and 4 of the Agreement, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2022	☐ City Attorney



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item G-10

**#2022-298 - Approving Change Order #1 for Water System
Uranium Removal System**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: October 25, 2022

Subject: Approving Change Order #1 for Water System Uranium Removal System

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

Background

The City's municipal water system is supplied primarily from its Platte River Well Field. This well field is comprised of 21 wells and a pumping station. Testing for State regulatory requirements in 2010 indicated composite uranium levels to be approaching the Maximum Containment Level (MCL) established by the EPA. On February 14, 2012 Council approved a uranium removal water treatment plant at the wellfield with 10 year contract with Water Remediation Technology to maintain the system. In the last ten years the system has successfully kept the uranium levels well below the MCL.

The original contract was for ten years and expired in June of 2022. City Council approved the next ten-year term of services starting in June 2022 on March 8, 2022 in the amount of \$921,690.00 adjusted annually and \$226,825.00 for the proposed system maintenance and modifications.

Discussion

The equipment maintenance upgrades to the vessels to improve system flow and repair the interior lining was estimated in the amount of \$226,825.00. Water Remediation Technology has determined the cost for the piping will be \$221,630.00 and the labor to install the laterals and controls will be \$21,190.00. This has a total cost of \$242,820.00 for an additional \$29,350.00 including tax.

Alternatives

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

1. Move to approve

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

Recommendation

City Administration recommends that Council approve Change Order #1 for the Water System Uranium Removal system to Water Remediation Technology of Westminster, Colorado in an additional amount of \$29,350.00.

Sample Motion

Move to approve Change Order #1 from Water Remediation Technology of Westminster, Colorado in the amount of \$29,350.00 for the Water System Uranium Removal System for the proposed system maintenance and modifications.



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

*Working Together for a
Better Tomorrow. Today.*

TO: WRT (Water Remediation Technology, LLC)
901 West 116th Avenue, Suite 400
Westminster, CO 80234
Ron Dollar rdollar@wrt.net

PROJECT: Water System Uranium Removal System-System Modification
CHANGE ORDER 1

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

1 Additional payment per the attached spreadsheet.

ADD: \$29,350.00

The original Contract Sum	<u>\$226,825.00</u>
Previous Change Order Amounts	<u>\$ -</u>
The Contract Sum is increased by this Change Order	<u>\$ 29,350.00</u>
The Contract Sum is decreased by this Change Order	<u>\$</u>
The total modified Contract Sum to date	<u>\$ 256,175.00</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: WRT (Water Remediation Technology, LLC)

By: Ron Dollar
VP Sales + Marketing

Date 10/5/22

Water System Uranium Removal System-System Modification

Comments: The equipment maintenance upgrades to the vessels to improve system flow and repair the interior lining was estimated at the time of the service renewal. Current cost for the piping and labor to install has increased.

Contract:

\$226,825.00

<u>Change Order Request</u>	<u>Description</u>	<u>Amount</u>
001	Current cost of PVC piping and valves Pretax \$221,630.00	\$ 6,630.00
002	Additional cost of laterals and controls Pretax \$ 21,190.00	\$ 21,190.00
003	Tax at 5.5%	\$ 1,530.00
004		
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	Total	\$ 29,350.00

RESOLUTION 2022-298

WHEREAS, at the March 8, 2022, Council meeting, Water Remediation Technology, was awarded a ten-year term of services for system maintenance and modifications on the water system uranium removal system in the amount of \$921,690.00 adjusted annually; and

WHEREAS, it was estimated to cost \$226,825.00 for the equipment maintenance upgrades to the vessels to improve system flow and repair the interior lining; and

WHEREAS, the actual cost for the piping will be \$221,630.00 and the labor to install the laterals and controls will be \$21,190.00 for a total cost of \$242,820.00, which is an additional \$29,350.00 including tax.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 with Water Remediation Technology, in the amount of \$39,350.00, 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, October 25, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2022	☐ City Attorney



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item G-11

#2022-299 - Approving Bid Award - Rogers Pumping Station Controls Upgrade

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: October 25, 2022

Subject: Approving Bid Award - Rogers Pumping Station Controls Upgrade

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

Background

The Rogers Pumping Station includes two three-million-gallon reservoirs that are used to distribute water throughout the City. There are three centrifugal pumps that pump from the reservoirs. This facility is a vital asset to maintaining our city water pressure. The control hardware at this facility is outdated and has caused some communication issues over the past few years. The equipment needs an upgrade to mitigate communication failures and provide reliable and improved operation.

Plant staff developed a scope of work and specification to upgrade the control system at the Rogers Pumping Station.

Discussion

Specifications for the Rogers Pumping Station Controls Upgrade were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on September 13, 2022. The engineer's estimate for this project was \$175,000.00.

Bidder	Option 1 Price	Option 2 Price	HMI Option Price
HOA Solutions, Inc., Lincoln, Nebraska	\$54,183.00	\$27,650.00	\$12,417.00
Huffman Engineering, Inc., Lincoln, Nebraska	\$145,943.00	\$121,030.00	\$27,550.00

Bids were reviewed by plant engineering staff. The bid from HOA Solutions, Inc. is otherwise compliant with specifications and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that Council award the Contract for the Rogers Pumping Station Controls Upgrade to HOA Solutions, Inc., of Lincoln, Nebraska, as the low responsive bidder, with the bid in the amount of \$66,600.00. This includes Option 1 and HMI option.

Sample Motion

Move to approve the bid in the amount of \$66,600.00 from HOA Solutions, Inc., of Lincoln, Nebraska, for the Rogers Pumping Station Controls Upgrade.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 13, 2022 at 2:00 p.m.
FOR: Rogers Pumping Station Controls Upgrade
DEPARTMENT: Utilities
ESTIMATE: \$175,000.00
FUND/ACCOUNT: 525
PUBLICATION DATE: August 24, 2022
NO. POTENTIAL BIDDERS: 2

SUMMARY

Bidder:	<u>HOA Solutions, Inc.</u> Lincoln, NE	<u>Huffman Engineering, Inc.</u> Lincoln, NE
Bid Security:	Merchants National Bonding, Inc.	Swiss Re Corporate Solutions America
Exceptions:	Noted	Noted
<u>Option 1:</u>	\$54,183.00	\$145,943.00
<u>Option 2:</u>	\$27,650.00	\$121,030.00
<u>HMI Option:</u>	N/A	\$27,550.00

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

Karen Nagel, Utilities Secretary
Patrick Brown, Finance Director
Ryan Kruse, Production Engineer

P2393

RESOLUTION 2022-299

WHEREAS, the City of Grand Island invited sealed bids for the Rogers Pumping Station Controls Upgrade, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on September 13, 2022, bids were received, opened and reviewed; and

WHEREAS, HOA Solutions, Inc., from Lincoln, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$66,600.00 for Option 1 and HMI Option; and

WHEREAS, the bid of HOA Solutions, Inc., is less than the estimate for the Rogers Pumping Station Controls Upgrade.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of HOA Solutions, Inc., in the amount of \$66,600.00 is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2022	☐ City Attorney



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item G-12

#2022-300 - Approving Lease Agreement with Union Pacific Railroad for Utility Property at 1209 W. North Front Street

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: October 25, 2022

Subject: Approving Lease Agreement with Union Pacific Railroad
for Utility Property at 1209 W. North Front Street

Presenter(s): Tim Luchsinger, Utilities Director

Background

The Electric Underground Department's main campus is located at 1209 W. North Front Street. A portion of the building's warehouse is located on Union Pacific Railroad (UPRR) property and has been leased by the City of Grand Island since January 1, 2003. The current 20-year term lease agreement cost \$16,500.00 and expires on December 31, 2022.

Discussion

The UPRR is offering a new fixed rent lease with the following terms:

- Agreement start date on January 1, 2023.
- Annual fixed rent of \$3,000.00 with an annual escalator of three percent (3%) annually.
- Not more than once every three (3) years, the City may ask for a re-assessment of the rent fee should market valuations change.

Alternatives

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

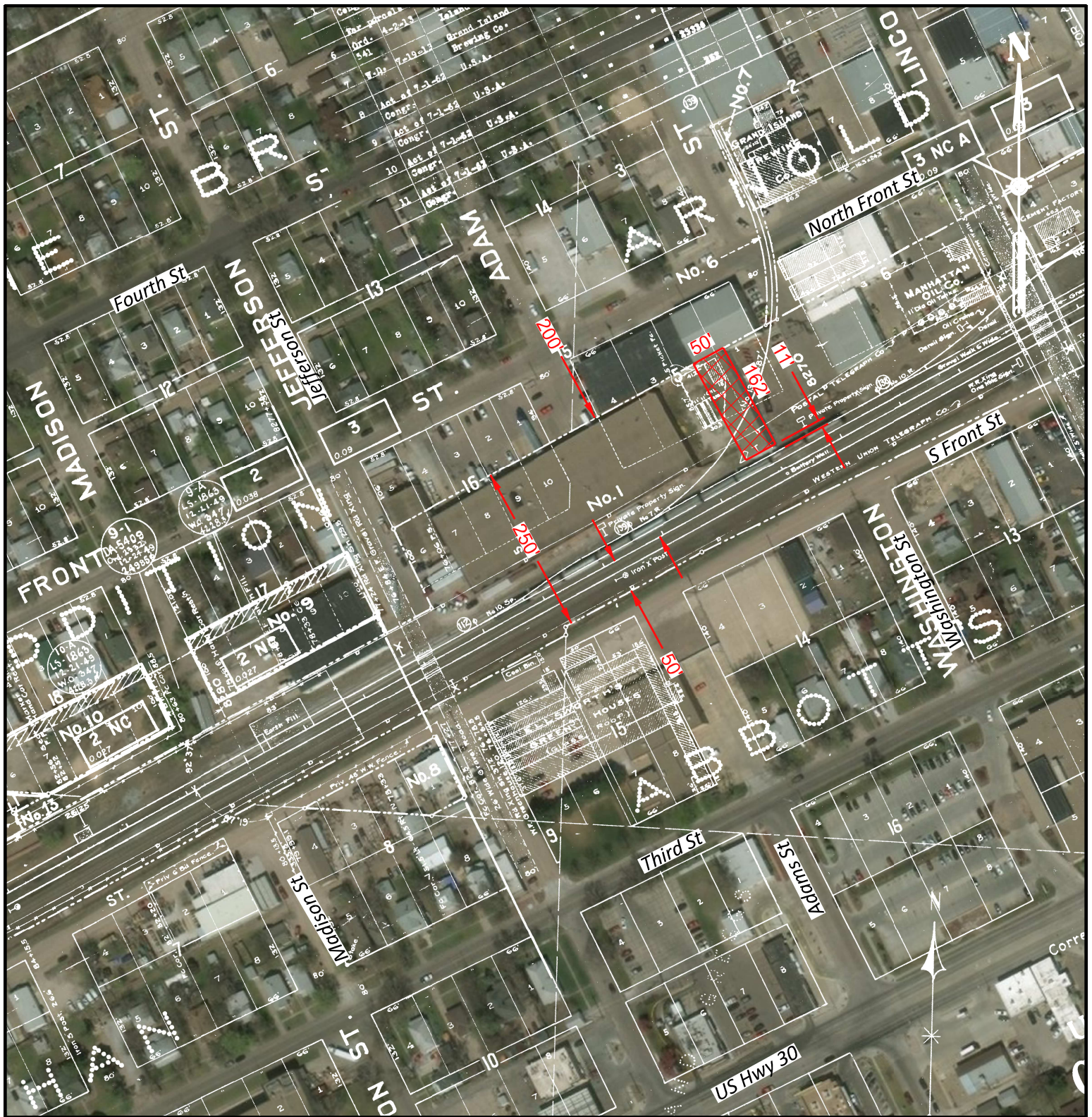
1. Approve the Lease Assignment.
2. Deny the Lease Assignment.
3. Postpone the issue to a future date
4. Take no action on the issue

Recommendation


City Administration recommends that the Council approve the lease agreement with the Union Pacific Railroad for the property adjacent to 1209 W. North Front Street to begin on January 1, 2023.

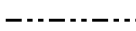
Sample Motion

Move to approve the lease agreement with Union Pacific Railroad for the property adjacent to 1209 W. North Front Street to begin on January 1, 2023.



LEGEND:

LEASE AREA 

UPRRCO. R/W OUTLINED 

Lease Area = 8,100 Sq. Ft. = 0.18 Acres

CADD
FILENAME 0021391.dgn

SCAN
FILENAME 0021391_NEOS17A.tif

NOTE: BEFORE YOU BEGIN ANY WORK, SEE
AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

GRAND ISLAND, HALL COUNTY, NE

M.P. 147.54 - KEARNEY SUB

UP NE V-3 / S-17A
SCALE: 1" = 200'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 5/11/2018

AJM FILE: 213-91

RESOLUTION 2022-300

WHEREAS, the Electric Underground Department's main campus is located at 1209 W. North Front Street; and

WHEREAS, a portion of the building's warehouse is located on Union Pacific Railroad property and has been leased by the City of Grand Island since January 1, 2003; and

WHEREAS, the current 20-year term lease agreement expires on December 31, 2022; and

WHEREAS, Union Pacific Railroad is offering a new fixed rent lease to start on January 1, 2023, have a fixed rant of \$3,000.00 with an annual escalator of three precent annually, and not more than once every three years, the City may ask for a re-assessment of the rent fee should market valuations change.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the lease agreement with Union Pacific Railroad for the property adjacent to 1209 W. North Front Street to begin on January 1, 2023 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2022	☐ City Attorney



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item G-13

#2022-301 - Approving Bid Award - Tree Removal Contract 2023-TR-1

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: October 25, 2022

Subject: Approving Bid Award Tree Removal
Contract 2023-TR-1

Presenter(s): Tim Luchsinger, Utilities Director

Background

Specifications for Contract 2023-TR-1 were prepared to establish unit pricing for Tree Removal within the City of Grand Island on an as-needed basis. The City of Grand Island desires to have trees and stumps completely removed as required, to provide adequate clearance from the City's electric lines, other obstructions or hazards, in various locations throughout the City.

Discussion

Bids were advertised on September 26, 2022 and sent to eight (8) potential bidders. Bids were publicly opened on October 11, 2022 and one firm submitted prices as listed below.

	Leetch Tree Service <u>Grand Island, NE</u>
Remove, clear, and grub tree and stump < 6" dia.	\$125.00
Remove, clear, and grub tree and stump 6" – 12" dia.	\$225.00
Remove, clear, and grub tree and stump 13" – 24" dia.	\$400.00
Remove, clear, and grub tree and stump 25" – 36" dia.	\$1,500.00
Remove, clear, and grub tree and stump 37" – 48" dia.	\$2,100.00
Remove, clear, and grub tree and stump 49" – 60" dia.	\$3,200.00
Remove, clear, and grub tree and stump > 60" dia.	\$4,500.00

There were no exceptions taken by the bidder. The bidder is qualified to do the work and the bid was evaluated and is in compliance with the specifications

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 Council approve the prices submitted by Leetch Tree Service, of Grand Island, NE for Tree Removal Contract 2023-TR-1.

Sample Motion

Move to approve Tree Removal 2023-TR-1 according to the bid award recommendation.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: October 11, 2022 at 2:00 p.m.
FOR: Tree Removal Contract 2023-TR-1
DEPARTMENT: Utilities
ESTIMATE: N/A
FUND/ACCOUNT: 520
PUBLICATION DATE: September 26, 2022
NO. POTENTIAL BIDDERS: 8

SUMMARY

Bidder: Leetch Tree Service
Grand Island, NE
Exceptions: None

Bid Price:
B.1.1: \$ 125.00
B.1.2: \$ 225.00
B.1.3: \$ 400.00
B.1.4: \$1,500.00
B.1.5: \$2,100.00
B.1.6: \$3,200.00
B.1.7: \$4,500.00

cc: Tim Luchsinger, Utilities Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent
Jamie Royer, Civil Engineer

Christy Leshner, Utilities Secretary
Patrick Brown, Finance Director
Bryan Fiala, Electric Dist. Supt.

P2405

RESOLUTION 2022-301

WHEREAS, the City of Grand Island invited sealed bids for Tree Removal for the 2022-2023 fiscal year for the Utilities Department, according to specifications on file with the Utilities Department; and

WHEREAS, on October 11, 2022, bids were received, opened and reviewed; and

WHEREAS, Leetch Tree Service of Grand Island, NE submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements therein, such bid being in the amount listed below:

	Leetch Tree Service <u>Grand Island, NE</u>
Remove, clear, and grub tree and stump < 6" dia.	\$125.00
Remove, clear, and grub tree and stump 6" – 12" dia.	\$225.00
Remove, clear, and grub tree and stump 13" – 24" dia.	\$400.00
Remove, clear, and grub tree and stump 25" – 36" dia.	\$1,500.00
Remove, clear, and grub tree and stump 37" – 48" dia.	\$2,100.00
Remove, clear, and grub tree and stump 49" – 60" dia.	\$3,200.00
Remove, clear, and grub tree and stump > 60" dia.	\$4,500.00

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the prices submitted for Tree Removal to be performed during the 2023 fiscal year, are hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2022	☐ City Attorney



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item G-14

#2022-302 - Approving Annual Payment for Utility Billing Software Support

Staff Contact: Patrick Brown, Finance Director

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: October 25, 2022

Subject: Approving Annual Payment for Utility Billing Software Support

Presenter(s): Patrick Brown, Finance Director

Background

On July 9, 2013, Council approved the purchase and implementation of Advanced Utility Systems CIS Infinity software solution for Utility Billing via resolution 2013-227. This software serves as the billing platform for the Electric, Water and Wastewater funds within the City of Grand Island. The system officially went live on April 1, 2015.

Discussion

The total cost for the period of 10/1/2022 to 9/30/2023 is \$95,113.45 (5.00% increase). This includes annual maintenance support for CIS Infinity, the core software, and Infinity.Link, the online payment website.

Alternatives

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

1. Approve the 2022-2023 invoice from AUS for software support and licensing.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the Annual Utility Billing Support Invoice in the amount of \$95,113.45.

Sample Motion

Move to approve the Annual Utility Billing Support Invoice from Advanced Utility Systems.

RESOLUTION 2022-302

WHEREAS, on July 9, 2013, by Resolution 2013-227, the City of Grand Island approved the proposal of N. Harris Computer Corporation, dba Advanced Utility Systems, to implement new utility billing software; and

WHEREAS, in order to receive continued maintenance support from the company, it is necessary to make annual payments to Advanced Utility Systems; and

WHEREAS, the cost for the period of October 1, 2022 to September 30, 2023 for CIS Infinity support is \$79,476.74; and

WHEREAS, the cost for the period of October 1, 2022 to September 30, 2023 for Infinity.Link support is \$15,636.71.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the payment to Advanced Utility System for Annual Maintenance Support in the amount of \$95,113.45 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2022	☐ City Attorney



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item G-15

**#2022-303 - Approving Bid Award for Drainage Ditch Grading,
Excavating, and Hauling 2022-2023**

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Shannon Callahan, Streets Superintendent

Meeting: October 25, 2022

Subject: Approving Bid Award for Drainage Ditch Grading, Excavating, and Hauling 2022-2023

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

Background

Specialty equipment/operators are hired by the Streets Division to clean and grade large outfall ditches each year. The price per hour of such services has increased so the jobs are approaching the procurement point in which formal quotes are required. The timeline of the ditch work is weather dependent and is usually done when the Streets Division has staff to provide the hauling. These timelines can be difficult to forecast making the process of securing quotes from various vendors also difficult. The formal bid process streamlines the acquisition of such as-needed services.

Bidders were given the opportunity to write-in equipment that they own/operate that could be used for drainage ditch grading, excavating, and hauling that was not specifically requested on the bid form. The write-in bid items gives the City more equipment options that otherwise would go unknown.

Discussion

Bids were sent to seven (7) potential bidders. One (1) bid was received and opened on October 13, 2022. Below is the bid award recommendation.

DRAINAGE DITCH GRADING, EXCAVATING, AND HAULING- 2022/2023 BID SUMMARY			
		AMP Works, LLC	
Line Item	Equipment	Unit Price per hour	
1	Excavator (Track Mounted) with GPS- based Grade Control & Operator	\$ 245.00	
2	Excavator (Track Mounted) with Operator [Doosan 235 w/ 1.25 cy bucket]	\$ 245.00	
3	Dozer with Operator	\$ 200.00	
4	Dump Truck with Operator	\$ 160.00	
5	Dump Truck with Heated Dump Box & Operator	\$ 225.00	
6	Excavator w/ Operator non-GPS (write in) [Doosan 350 w/ 4.75 cy bucket]	\$ 395.00	
7	Offroad Side Dump/Tractor (write in)	\$ 195.00	

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid award of Drainage Ditch Grading, Excavating, and Hauling 2022-2023 to AMP Works, LLC of Grand Island, Nebraska.

Sample Motion

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: October 13, 2022 2:00 p.m.

FOR: Drainage Ditch Grading, Excavating, and Hauling – 2022/2023

DEPARTMENT: Public Works

ESTIMATE:

- a. Excavator (Track Mounted) with GPS-based Grade Control & Operator- \$375.00 per hour
- b. Excavator (Track Mounted) with Operator - \$350.00 per hour
- c. Dozer with Operator - \$350.00 per hour
- d. Dump Truck with Operator - \$250.00 per hour
- e. Dump Truck with Heated Dump Box & Operator - \$350.00 per hour

FUND/ACCOUNT: 21033504

PUBLICATION DATE: September 22, 2022

NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder: AMP Works, LLC
Grand Island, NE

Exceptions: None

Bid Price:	<u>Cost Per Hour</u>	<u>Make & Model</u>
Excavator GPS:	\$245.00	
Excavator:	\$245.00	
Dozer w/Operator:	\$200.00	
Dump Truck w/Operator:	\$160.00	
Dump Truck w/heated Dump Box :	\$225.00	
Excavator:	\$395.00	
Tractor/Scraper or Offroad Sidedump:	\$195.00	

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

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

P2401

R E S O L U T I O N 2022-303

WHEREAS, the City of Grand Island invited sealed bids for furnishing Drainage Ditch Grading, Excavating, and Hauling 2022-2023, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on October 13, 2022 bids were received, opened and reviewed; and,

WHEREAS, AMP Works, LLC submitted the lowest responsive bid within the specifications for Drainage Ditch Grading, Excavating, and Hauling 2022-2023.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bids shown below from AMP Works, LLC of Grand Island, Nebraska for Drainage Ditch Grading, Excavating, and Hauling 2021-2022 , are hereby approved;

DRAINAGE DITCH GRADING, EXCAVATING, AND HAULING- 2022/2023 BID SUMMARY			
		<i>AMP Works, LLC</i>	
Line Item	Equipment	Unit Price per hour	
1	Excavator (Track Mounted) with GPS based Grade Control & Operator	\$ 245.00	
2	Excavator (Track Mounted) with Operator [Doosan 235 w/ 1.25 cy bucket]	\$ 245.00	
3	Dozer with Operator	\$ 200.00	
4	Dump Truck with Operator	\$ 160.00	
5	Dump Truck with Heated Dump Box & Operator	\$ 225.00	
6	Excavator w/ Operator non-GPS (write in) [Doosan 350 w/ 4.75 cy bucket]	\$ 395.00	
7	Offroad Side Dump/Tractor (write in)	\$ 195.00	

Approved as to Form <input type="checkbox"/> _____ October 20, 2022 <input type="checkbox"/> City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item G-16

**#2022-304 - Approving Supplemental Agreement No. 1 with
NDOT- Local Assistance Division for the Grand Island Area
Metropolitan Planning Organization (GIAMPO) for the 2023
Fiscal Year TRANSIT, Section 5305, Transportation Planning
Program**

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Allan Zafft, MPO Program Manager

Meeting: October 25, 2022

Subject: Approving Supplemental Agreement No. 1 with NDOT-Local Assistance Division for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2023 Fiscal Year TRANSIT, Section 5305, Transportation Planning Program

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

Background

All agreements must be approved by the City Council. In March 2013 the City of Grand Island was designated as a urbanized area with a population over 50,000 which requires the metropolitan area to establish a transportation planning process in accordance with Title 23 CFR.

The Nebraska Department of Transportation-Local Assistance Division has drawn up Program Agreements with the City of Grand Island for the purpose of assisting the Local Public Agency (LPA) in obtaining Federal financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local governments for the Grand Island Metropolitan Planning Area for Fiscal Year 2023.

On August 9, 2022, via Resolution No. 2022-211, City Council approved the Planning Agreement for Fiscal Year 2023. The approval of such agreement is with the maximum Federal Transit Administration, Section 5305 Funding, at 80% and a not to exceed amount of \$31,260.00 for FY 2023 (July 1, 2022 – June 30, 2023) eligible costs. The local 20% funds would be the City's obligation not to exceed \$7,815.00 and can be part of inkind services (staff time & expenses).

Discussion

Due to closing out prior fiscal year funding it is necessary to move remaining funds from the original agreement to the current agreement.

- Agreement No. PT2112, Control No. 00546Z, Project No. RPT-C990(222) remaining federal funds in the amount of \$37,456.24 will be moved to the current Agreement No. PI2212; Control No. 01050, Project No. NE-X80(028)

With approval of the remaining funds moving from the prior fiscal year to the agreement currently in place, funding under Agreement No. PI2212; Control No. 01050, Project No. NE-X80(028) will increase by \$37,456.24, up from \$31,260.00, resulting in a revised amount of \$68,716.24. The revised local 20% funds would be the City's obligation not to exceed \$17,179.06. All terms and conditions of the original agreement will remain in full force and effect.

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 authorizing the Mayor to sign the supplemental agreement.

Sample Motion

Move to approve the resolution.

RESOLUTION 2022-304

WHEREAS, on August 9, 2022, via Resolution No. 2022-211, City Council approved the Planning Agreement for Fiscal Year 2023; and

WHEREAS, the approval of such agreement was with the maximum Federal Transit Administration, Section 5305 Funding, at 80% and a not to exceed amount of \$31,260.00 for FY 2023 (July 1, 2022 – June 30, 2023) eligible costs and the local 20% funds would be the City's obligation not to exceed \$7,815.00 and can be part of inkind services (staff time & expenses); and

WHEREAS, due to closing out prior fiscal year funding it is necessary to move remaining funds from the original agreement to the current agreement.

- Agreement No. PT2112, Control No. 00546Z, Project No. RPT-C990(222) remaining federal funds in the amount of \$37,456.24 will be moved to the current Agreement No. PI2212; Control No. 01050, Project No. NE-X80(028).

WHEREAS, with approval of the remaining funds moving from the prior fiscal year to the agreement currently in place, funding under Agreement No. PI2212; Control No. 01050, Project No. NE-X80(028) will increase by \$37,456.24, up from \$31,260.00, resulting in a revised amount of \$68,716.24; and

WHEREAS, the City's obligation will increase from \$7,815.00 to \$17,179.06; and

WHEREAS, all terms and conditions of the original agreement will remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to sign Supplemental Agreement No. 1 to Agreement No. PI2212; Control No. 01050, Project No. NE-X80(028) between the City and the State.

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2022	☐ City Attorney



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item G-17

#2022-305 - Approving Amendment No. 1 to the Public Transit Vehicle Provider

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Charley Falmlen, Transit Program Manager

Meeting: October 25, 2022

Subject: Approving Amendment No. 1 to the Public Transit Vehicle Provider

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

Background

Davey Coach Sales, Inc. of Sedalia, Colorado was selected as the qualified agency to provide rear lift, All Wheel Drive (AWD) transit vans for demand response public transit service in the urbanized area of Grand Island, Nebraska and the remainder of Hall County. On December 14, 2021, via Resolution No. 2021-345, City Council approved an agreement with Davey Coach Sales, Inc. from December 15, 2021 to December 14, 2024, with an option to renew such on an annual basis for a two (2) year period.

The cost of Transit vehicles for each year is listed below, along with the minimum quantity listed for years 1-3.

<i>Fiscal Year</i>	<i>Unit Price</i>	<i>Minimum Quantity</i>	<i>Minimum Price</i>
2022	\$71,414.00	2	\$142,828.00
2023	\$74,985.00	3	\$224,955.00
2024	\$78,734.00	2	\$157,467.00
2025	\$82,671.00	-	-
2026	\$86,805.00	-	-

One of the vans from FY22 has been delivered, with the other expected to arrive in the near future.

Discussion

Requests for a price increase must be submitted in writing to the City of Grand Island prior to May 1st of the agreement year to begin on December 15th. All prices increases will be subject to City Council approval, and must be approved in writing by both the City and Davey Coach Sales.

On April 22, 2022 Davey Coach Sales, Inc. notified the Transit Program Manager of a price increase per van of \$9,678.00 for year two, changing the original price from \$74,985.00 to \$84,663.00.

Amendment No. 1 to the original agreement with Davey Coach Sales, Inc. is requested at this time to address the increase in base unit pricing, as well as the reduction of Government Price Concession (GPC) by Ford.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Amendment No. 1 to the original agreement with Davey Coach Sales of Sedalia, Colorado.

Sample Motion

Move to approve the resolution.



TRANSIT VEHICLE PROVIDER AGREEMENT BUDGET AMENDMENT

CONTRACTOR: Davey Coach Sales, Inc.
AMOUNT OF CONTRACT: Dec. 15, 2021 – Dec. 14, 2022- \$142,828
Dec. 15, 2022- Dec 14, 2023 - \$224,955
Dec. 15, 2023- Dec 14, 2024 - \$157,468
CONTRACT DATE: December 14, 2021

Per the written request from Davey Coach Sales, Inc., the increase request is based on the considerable rise in production costs.

December 15, 2022- December 14, 2023

Contract Price Prior to this Change Order.....	\$224,955.00
Net Increase/Decrease Resulting from this Change Order.....	\$ 29,034.00
Revised Contract Price Including this Change Order.....	\$253,989.00

The Above Change Order Accepted:

Davey Coach Sales, 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 2022-305

WHEREAS, on December 14, 2021, via Resolution No. 2021-345, the City of Grand Island awarded Davey Coach Sales, Inc. of Sedalia, Colorado the Public Transit Vehicle Provider agreement; and

WHEREAS, requests for a price increase must be submitted in writing to the City of Grand Island prior to May 1st of the agreement year to begin on December 15th, with all prices increases subject to City Council approval, and written approval by both the City and Davey Coach Sales; and

WHEREAS, on April 22, 2022 Davey Coach Sales, Inc. notified the Transit Program Manager of a price increase per van of \$9,678.00 for year two, changing the original price from \$74,985.00 to \$84,663; and

WHEREAS, Amendment No. 1 to the original agreement with Davey Coach Sales, Inc. is requested at this time to address the increase in base unit pricing, as well as the reduction of Government Price Concession (GPC) by Ford.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 1 to the Public Transit Vehicle Provider agreement by and between the City and Davey Coach Sales, Inc. of Sedalia, Colorado is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2022	☐ City Attorney



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item G-18

#2022-306 - Approving Change Order No. 2 for Final Clarifier No. 1 Renovation; Project No. 2021-WWTP-3

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: October 25, 2022

Subject: Approving Change Order No. 2 for Final Clarifier No. 1 Renovation; Project No. 2021-WWTP-3

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

Background

Fab Tech Wastewater Solutions, LLC of O'Fallon, Missouri was awarded a \$192,000.00 contract on May 25, 2021, via Resolution No. 2021-118, for Final Clarifier No. 1 Renovation; Project No. 2021-WWTP-3.

On August 10, 2021, via Resolution No. 2021-197, City Council approved Change Order No. 1 to allow additional time for completion of work involved with Final Clarifier No. 1 Renovation; Project No. 2021-WWTP-3, with no change in the contract amount.

This project involves the renovation of Final Clarifier No. 1, which consists of labor and installation of parts procured through Ovivo USA, LLC, and painting of both existing and new clarifier components.

The final clarifiers are used to settle out the microorganisms present in wastewater. The bacteria-laden water flows out, from a column at the center of the round tank, toward the edges; only the cleanest skim is allowed to flow out of the tank. The settled microorganisms are either funneled back towards the aeration basins (to go through the activated sludge process again) or disposed of by being sent to solids handling to be used as landfill cover soil.

Discussion

As work on Final Clarifier No. 1 Renovation; Project No. 2021-WWTP-3 has progressed corroded components have been discovered. As this time staff is requesting Change Order No. 2 to the project to allow for replacement of the plow blades at the bottom of the clarifier, as the existing blades were found to be badly corroded; as well as installation of a new stainless steel diversion gate due to the existing aluminum gate failing due to corrosion.

The cost associated with Change Order No. 2 is \$13,310.00, resulting in a revised contract agreement amount of \$205,310.00. The contractor is also requesting a time extension for Substantial Completion from September 16, 2022 to November 1, 2022; and Final Completion from September 30, 2022 to November 15, 2022.

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 Final Clarifier No. 1 Renovation; Project No. 2021-WWTP-3 with Fab Tech Wastewater Solutions, LLC of O'Fallon, Missouri.

Sample Motion

Move to approve the resolution.



CHANGE ORDER NO. 2

PROJECT: Final Clarifier No. 1 Renovation; Project No. 2021-WWTP-3

CONTRACTOR: Fab Tech Wastewater Solutions, LLC

AMOUNT OF CONTRACT: \$192,000.00

CONTRACT DATE: May 25, 2021

Contract Price Prior to this Change Order.....	\$ 192,000.00
Net Increase Resulting from Change Order No. 1.....	\$ 0
Net Increase Resulting from Change Order No. 2.....	\$ 13,310.00
Revised Contract Price Including this Change Order.....	\$ 205,310.00

Notice to Proceed Date -----	May 26, 2021
Original Substantial Completion Date -----	September 16, 2021
First Revised Substantial Completion Date -----	September 16, 2022
Second Revised Substantial Completion Date -----	November 1, 2022
Original Final Completion Date -----	September 30, 2021
First Revised Final Completion Date -----	September 30, 2022
Second Revised Final Completion Date -----	November 15, 2022

The Above Change Order Accepted:

Fab Tech Wastewater Solutions, 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 2022-306

WHEREAS, on May 25, 2021, via Resolution No.2021-118, the City of Grand Island awarded Fab Tech Wastewater Solutions, LLC of O'Fallon, Missouri the bid in the amount of \$192,000.00 for Final Clarifier No. 1 Renovation; Project No. 2021-WWTP-3; and

WHEREAS, on August 10, 2022, via Resolution No. 2021-197, City Council approved Change Order No. 1 to allow additional time for completion of work involved with Final Clarifier No. 1 Renovation; Project No. 2021-WWTP-3, with no change in the contract amount; and

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

WHEREAS, Substantial Completion from September 16, 2022 to November 1, 2022; and Final Completion from September 30, 2022 to November 15, 2022; and

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

WHEREAS, the contract increase associated with Change Order No. 2 is \$13,310.00, resulting in a revised contract amount of \$205,310.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 2, in the amount of \$13,310.00, between the City of Grand Island and Fab Tech Wastewater Solutions, LLC of O'Fallon, Missouri to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2022	☐ City Attorney



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item G-19

**#2022-307 - Resolution Directing Property Owner to Repair
Sidewalk at 1715 Bass Road, 1320 N Broadwell Avenue and 239 S
Plum Street**

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: October 25, 2022

Subject: Resolution Directing Property Owner to Repair Sidewalk at 1715 Bass Road, 1320 N Broadwell Avenue and 239 S Plum Street

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 Statutes, 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 locations and deemed each to be out of compliance with the Americans with Disabilities Act (ADA).

- 1715 Bass Road (Lot 5, Rainbow Lake Second Subdivision, City of Grand Island, Hall County, Nebraska); and
- 1320 North Broadwell Avenue (Lot 272, West Lawn Addition, City of Grand Island, Hall County, Nebraska); and
- 239 South Plum Street (Lot 6, Block 1, Koehler Place, an addition to the City of Grand Island, Hall County, Nebraska).

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

On October 13, 2022 a letter was sent to the affected property owners notifying them the matter would be presented to City Council on October 25, 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 owners of the identified addresses 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 owners fail 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 owners to obtain a permit and repair the sidewalk at the subject locations.

Sample Motion

Move to approve a resolution.

1715 Bass Road

- 2022/7/17- Complaint of sidewalk condition received via neighborhood citizen
- 2022/7/18- ticket sent to Code Enforcement via Government Outreach
- 2022/7/21- Code Enforcement officer discovered the sidewalk is in need of “desperate repair, location needing repair is very obvious. No need for a city technician to mark the location.”
- 2022/7/28- a 30 day sidewalk letter was sent concerning violation of City Code 22-58,
- 2022/8/7- email from neighborhood citizen inquiring on repair progress
- 2022/9/20- Code Enforcement officer rechecked- no action taken. Attempted to call the property owner for an update. Not able to make contact, left message
- 2022/9/23- Case forwarded to Public Works Administration for Council action.
- 2022/10/13- letter sent to property owner notifying this matter will be presented to City Council at their 2022/10/25 meeting for action

1320 N Broadwell Avenue

- 2020/7/22- Code Enforcement received a complaint about broken sidewalk- PW Eng Tech evaluated public sidewalk, marking deficient panels
- 2021/10/7- Code Enforcement officer sent letter requiring sidewalk repairs be made within 30 days
- 2021/12/22- letter sent to property owner that sidewalk repairs will be presented to City Council at their 2022/1/25 meeting for action
- 2022/5/4- letter sent to property owner stating the 2022/1/25 City Council action was postponed due to winter weather
- 2022/7/1- letter sent to property owner that sidewalk repairs will be presented to City Council at their 2022/7/12 meeting for action
- 2022/7/11- property owner’s daughter contacted PW Eng stating they are having issues lining up a contractor to do the work- local contractor info sent for assistance
- 2022/7/12- PW Eng staff pulled item from agenda, as property owner stated they lined up a contractor from Hastings for the work
- 2022/10/13- no work has been started- letter sent to property owner notifying this matter will be presented to City Council at their 2022/10/25 meeting for action
- 2022/10/14- Hubbard Const called stating they’ve been contacted to make the repairs, however don’t know when they will get it scheduled in- notified the item will stay on the 10/25 City Council agenda as no action has been taken in over 2 yrs

239 S Plum Street

- 2022/7/6- Code Enforcement received complaint “sidewalk is cracked and needs replaced before someone gets hurt”- Code Enforcement officer observed several City Code violations- gave 7 days to comply
- 2022/7/7- Code Enforcement sent sidewalk repair letter
- 2022/7/8- PW Eng Tech marked deficient areas of public sidewalk
- 2022/8/16- Code Enforcement noted no action taken
- 2022/8/17- Code Enforcement sent final notice to make sidewalk repairs
- 2022/10/12- Code Enforcement has “exhausted all options and given enough time for a response from the property owner to comply- case forwarded to PW Eng”
- 2022/10/13- no work has been started- letter sent to property owner notifying this matter will be presented to City Council at their 2022/10/25 meeting for action

Notes:
42.0 SqFt. Sidewalk



SIDEWALK REPAIRS
1715 BASS RD
GRAND ISLAND, NEBRASKA





1715 Bass Road

Notes:

110.4 SqFt. Sidewalk



SIDEWALK REPAIRS

1320 N. BROADWELL AVENUE
GRAND ISLAND, NEBRASKA

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

Notes:

179.60 SqFt. Sidewalk



SIDEWALK REPAIRS

239 S. PLUM ST.
GRAND ISLAND, NEBRASKA

CITY OF
GRAND ISLAND
PUBLIC WORKS DEPARTMENT

RESOLUTION 2022-307

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 1715 Bass Road (Lot 5, Rainbow Lake Second Subdivision, City of Grand Island, Hall County, Nebraska) has been determined to be in need of repair and replacement; and

WHEREAS, the sidewalk abutting 1320 North Broadwell Avenue (Lot 272, West Lawn Addition, City of Grand Island, Hall County, Nebraska) has been determined to be in need of repair and replacement; and

WHEREAS, the sidewalk abutting 239 South Plum Street (Lot 6, Block 1, Koehler Place, an addition to the 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 owners 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 properties previously listed. If the property owners fail 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 affected property.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2022	☐ City Attorney



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item G-20

#2022-308 - Approving Agreement with Nebraska Department of Transportation (NDOT) for Grand Island & South (SB); Project No. NH-34-4(134); Control No. 42819

Staff Contact: Keith Kurz PE, Interim Public Works Director

Council Agenda Memo

From: Keith Kurz PE, Interim Public Works Director

Meeting: October 25, 2022

Subject: Approving Agreement with Nebraska Department of Transportation (NDOT) for Grand Island & South (SB); Project No. NH-34-4(134); Control No. 42819

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

Background

The Nebraska Department of Transportation (NDOT) intends to improve a portion of State Highway US-34 (south end of US Highway 281 from Stolley Park Road to Interstate 80), at no City cost. The City will bear its own costs in performing its duties under the agreement, attached for reference.

All agreements must be approved by the City Council.

Discussion

The improvements to State Highway US-34 (south end of US Highway 281 from Stolley Park Road to Interstate 80) within City limits consist of mill and resurface southbound roadway, repair northbound and southbound bridges, and remove/replace guardrail.

The State will construct the highway improvements at no cost to the City.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve a resolution authorizing the Mayor to sign the agreement.

Sample Motion

Move to approve authorization for the Mayor to sign the agreement.

MUNICIPALITY FINANCIAL AGREEMENT
STATE PROJECTS

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
CITY OF GRAND ISLAND
PROJECT NO. NH-34-4(134)
CONTROL NO. 42819
IN GRAND ISLAND & SOUTH (SB)

THIS AGREEMENT is between City of Grand Island, a municipal corporation of the State of Nebraska ("Municipality"), and State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, State intends to improve a portion of State Highway US-34 ("US-34") at the location as shown on Exhibit "A"; and

WHEREAS, the improvement is located within the designated urban area of Grand Island, Nebraska, and funds administered by State will be made available for the construction of this project; and

WHEREAS, the City Council has authorized the Mayor to execute this Agreement, as evidenced by the Resolution of City Council dated the _____ day of _____, 20____, attached as Exhibit "B", and incorporated herein by this reference; and

WHEREAS, this Agreement is related to the portion of the project on US-34 located within Municipality's corporate limits; and

WHEREAS, Parties intend that this Agreement describe certain roles and responsibilities applicable to this project; and

WHEREAS, upon State's acceptance of the project, Municipality will be solely responsible for the maintenance, repair and replacement, when necessary, of any curb ramps and drainage facilities along the project, in accordance with Neb. Rev. Stat. § 39-2105 and § 39-1339, including, but not limited to, subsection § 39-1339(4); and

WHEREAS, the project work within the corporate limits is described below in Section 2.

NOW THEREFORE, in consideration of these facts and the mutual promises of the Parties hereto, the Parties agree as follows:

SECTION 1. DURATION OF THE AGREEMENT

- 1.1 Effective Date** -This Agreement is effective immediately on the date it is fully executed by the Parties.
- 1.2 Renewal, Extension or Amendment** -This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 1.3 Identifying Date** - For convenience, this Agreement's identifying date will be the date the State signed the Agreement.
- 1.4 Duration** - This Agreement will remain in full force and effect for future responsibilities of Municipality described herein, such as for parking, encroachments and maintenance, unless such responsibilities have been rescinded by State. State will treat the remainder of this Agreement as inactive upon the happening of either (1) the waiver of an audit review, or (2) the final completion of an audit review by the State or its authorized representative and the resolution of all issues identified in the audit report.
- 1.5 Termination** - Further, State reserves the right to terminate the Agreement as provided herein.

SECTION 2. DESCRIPTION OF THE WORK WITHIN THE CORPORATE LIMITS

The Parties agree State will develop plans and specifications and cause the project to be constructed at the location shown on Exhibit "A", attached and incorporated herein by this reference, and in accordance with plans and specifications and the provisions of this Agreement.

- 2.1.1 Generally, the improvements to be constructed within the corporate limits include the following: Mill and resurface southbound roadway, repair northbound and southbound bridges, and remove/replace guardrail.

SECTION 3. STATE RESPONSIBILITIES

State shall:

- 3.1 Prepare at its sole discretion, plans and specifications for State's proposed subject project. State will coordinate the development of the plans and specifications with Municipality. State has sole authority to modify the plans or specifications as necessary to complete the proposed improvements.

Project No. NH-34-4(134)
Control No. 42819
City of Grand Island

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Agreement No. XL2217

- 3.2 Acquire all property rights for Right of Way (ROW) for the project that will not be acquired by Municipality.
- 3.3 Advertise and conduct a letting and receive bids on the proposed improvement. State has the sole authority to determine, and award the contract to, the lowest responsible bidder. State shall sign the construction contract.
- 3.4 Supervise and cause completion of the construction of the improvement as shown in the construction contract documents and modifications thereto. State has sole authority to execute any contractor change orders-supplemental agreements required for construction of the project within Municipality's corporate limit. State will notify the Municipality of any contractor change orders-supplemental agreements that increase Municipality's cost.
- 3.5 Reimburse, when applicable, Municipality for the non-betterment relocation of municipally owned utility facilities as provided in SECTION 10. UTILITY RELOCATION WORK.

SECTION 4. MUNICIPALITY RESPONSIBILITIES

Municipality shall, with respect to the portion of the project within its corporate limits, and at no cost to State:

- 4.1 Regulate, to the extent Municipality has authority to do so, all future development and use of property adjoining the public ROW as described in SECTION 6. MUNICIPALITY'S DUTIES AND RIGHTS REGARDING RIGHT OF WAY.
- 4.2 Require that all future entrances from private property to the highway ROW within the limits of this project receive approval of the Director-State Engineer, Department of Transportation or authorized representative, pursuant to Neb. Rev. Stat. § 39-1332 prior to Municipality approval or Municipality issuing a building permit for the site.
- 4.3 Cause the removal of all advertising signs from the existing highway ROW. Municipality also agrees to cause the removal from the existing highway ROW of other privately owned encroachments, facilities, objects, structures, or things, and to keep the existing and new highway ROW free of future encroachments, facilities, objects, structures, or things, except those authorized by permit from Municipality and approved by State and Federal Highway Administration.

Project No. NH-34-4(134)
Control No. 42819
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- 4.4 Comply with, for project work performed by Municipality, the provisions of the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §§ 48-1101 - 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27, as set forth in the SECTION 17. TITLE VI NONDISCRIMINATION CLAUSES.
- 4.5 Perform the present and future duties assigned to Municipality under this Agreement at its sole cost except when costs are specifically reimbursable under this Agreement.
- 4.6 Obtain approval of State, with Federal Highway Administration concurrence, prior to making or causing changes in the roadway geometrics, either during project construction or after the project is completed. Changes that require prior approval include but are not limited to: access control, driveways, median breaks, parking restrictions or any other traffic control items.
- 4.7 Amend ordinances, as necessary, to establish pavement or ground elevations shown in the plans when proposed construction involves a change in elevations established by a pre-existing ordinance.
- 4.8 If the Municipality procures consultant services for preliminary engineering and construction engineering for non-betterment rehabilitation of municipally owned and operated utilities by the Municipality, the Municipality agrees to comply with Chapter 4 of the "Nebraska Department of Transportation LPA Guidelines Manual for Federal-Aid Projects".
- 4.9 Upon State's acceptance of the project, Municipality will be solely responsible for the maintenance, repair and replacement, when necessary, of any curb ramps and storm drainage facilities along the project, in accordance with Neb. Rev. Stat. § 39-2105 and § 39-1339, including, but not limited to, subsection § 39-1339(4).

SECTION 5. CONSTRUCTION SCHEDULE

State will determine the construction schedule for this project.

SECTION 6. MUNICIPALITY'S DUTIES AND RIGHTS REGARDING RIGHT OF WAY

- 6.1 Encroachments: Municipality and State will cooperate to cause the removal of encroachments from public ROW, or correction or alteration in the public ROW, as necessary for the construction of the aforesaid project.

Project No. NH-34-4(134)
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- 6.2 Adjacent Development: Municipality understands that State highway ROW shall be held inviolate for State highway purposes pursuant to Neb. Rev. Stat. § 39-1359, and no physical or functional encroachments, structures, or uses shall be permitted within such right-of-way limits, except by written consent of State. Municipality will regulate, to the fullest extent allowed by law, the private or non-transportation related public development of property adjoining the public ROW, to prevent future encroachment or uses of the public ROW, except by written consent of State. Municipality shall not issue a building permit for an adjacent property which requires work on the State highway right of way unless State has given advanced written approval of the proposed plans.
- 6.3 Special Assessments: Municipality shall not use special assessments to defray Municipality's costs under this Agreement unless Municipality has received, in advance, written consent from State's Right of Way Division Manager.

SECTION 7. ROADWAY LIGHTING SYSTEM

- 7.1 Ownership: The project roadway lighting system is the property of State.
- 7.2 Electrical Energy: Municipality shall, without any cost to State, provide and pay for the electrical energy for all the luminaires of the roadway lighting system which may be constructed as a part of this project, including the electrical energy which may be required during the construction period of the project for lamp stabilization, luminaire adjustment, and system testing. Municipality shall provide electrical energy to maintain a uniform and constant light level for dusk-to-dawn lighting.
- 7.3 Repair and Maintenance Responsibilities: Municipality shall be responsible for the inspection, maintenance, and repair of the roadway lighting system, at Municipality's cost. Municipality's duties shall include, but are not limited to, the following:
- repair or replacement of all defective and burned out lamps;
 - routine cleaning of luminaires; and
 - repair or replacement of any part of the roadway lighting system.
- 7.4 Right to Recoup Costs: Municipality shall be responsible for collecting from the responsible party all Municipality's costs for repairing damage to the lighting system.
- 7.5 Specifications and Standards: Municipality agrees that repair or replacement parts furnished by Municipality in the maintenance or repair of the roadway lighting system shall comply with State specifications and standards.

7.6 Modifications: Municipality shall not make, or allow to be made, modifications to the roadway lighting systems without the written consent of State.

SECTION 8. TRAFFIC SIGNAL EQUIPMENT

Pursuant to Neb. Rev. Stat. § 60-6,120, Municipality is responsible for all traffic control devices, except as provided in Section 12.

SECTION 9. PERMISSION TO USE STATE RIGHT OF WAY

State hereby grants to Municipality permission to use the State ROW in the vicinity where roadway lighting system and traffic signal system will be constructed, for ingress and egress for the purpose of operating, inspecting, repairing and maintaining the roadway lighting system and traffic signal system in accordance with this Agreement. Municipality further agrees to comply with SECTION 12. TRAFFIC CONTROL.

SECTION 10. UTILITY RELOCATION WORK

10.1 Overview

The Parties understand that existing Municipality and non-Municipality owned utility facilities may conflict with State's project. State will enter into a separate agreement(s) to establish the roles, duties, and financial responsibilities for the necessary relocation of utility facilities.

10.2 State Highway Right-of-Way

Municipality shall obtain a permit from State for utility relocation work that occupies State Highway ROW.

SECTION 11. MUNICIPALITY'S FINANCIAL RESPONSIBILITIES

State will construct the highway improvements, as described in Section 2.1.1, at no cost to Municipality. Municipality shall bear its own costs in performing its duties under this Agreement.

SECTION 12. PROJECT TEMPORARY TRAFFIC CONTROL

12.1 All temporary traffic control devices will conform to the latest approved edition of the Manual on Uniform Traffic Control Devices and Nebraska Supplements thereto.

- 12.2 If Municipality is to perform or contract for any work on the state highway within the project limits, Municipality will develop a traffic control plan related to that work. The plan will be provided to State's Project Manager for review and acceptance. Municipality will provide, operate and maintain Municipality's traffic control devices in accordance with its accepted traffic control plan.
- 12.3 Municipality's work must comply with all traffic safety regulations, including those prescribed in the latest approved edition of the Manual of Uniform Traffic Control Devices and the Nebraska Supplement thereto. Municipality shall use caution when working in State ROW.

SECTION 13. PLANS AND SPECIFICATIONS

The plans and specifications for this project will be on file in the Lincoln central headquarters office of the Nebraska Department of Transportation.

SECTION 14. PROJECT SCHEDULE ADJUSTMENTS AND TERMINATION

- 14.1 The planning, environmental, design and obtaining necessary funding for this project may be a complicated and time-consuming process. Project schedule adjustments should be expected.
- 14.2 State has the sole discretion to adjust the schedule in completing of the work in part or in whole and such action on its part will in no event be deemed a breach of this Agreement by State. State will provide Municipality with updates to the project schedule and, when Municipality is sharing in the project costs or has included additional work with State's project, State will discuss in detail adjustments made to the project schedule.
- 14.3 State has the sole discretion to terminate this Agreement for any reason, and such action on its part will in no event be deemed a breach of this Agreement by State. State will provide written notification to Municipality of such termination.

SECTION 15. FAIR EMPLOYMENT PRACTICES ACT

Municipality agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

SECTION 16. DISADVANTAGED BUSINESS ENTERPRISES

16.1 **Policy:** Municipality and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.

16.2 **Disadvantaged Business Enterprises Obligation:** Municipality and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Municipality shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Municipality shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

Municipality acting as a sub-recipient of Federal-aid funds on this project agrees to adopt the Nebraska Disadvantaged Business Enterprise Unified Certification Program for the Federal-aid contracts Municipality executes on this project.

Failure of Municipality to carry out the requirements set forth above on any work performed by Municipality shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the Agreement or contract by State or such remedy as State deems appropriate.

SECTION 17. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this Agreement, the Municipality, for itself, its assignees and successors in interest agrees as follows:

17.1 **Compliance with Regulations:** The Municipality shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

17.2 Nondiscrimination: The Municipality, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of race, color, sex, age, religion, disability or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Municipality shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

17.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the Municipality for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Municipality of the Municipality's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, sex, age, religion, disability or national origin.

17.4 Information and Reports: The Municipality shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Municipality shall so certify to State, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

17.5 Sanctions for Noncompliance: In the event of the Municipality's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including but not limited to:

- (a) Withholding of payments to the Municipality under this Agreement until the Municipality complies, and/or
- (b) Cancellation, termination or suspension of this Agreement, in whole or in part.

17.6 Incorporation of Provisions: The Municipality shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Municipality shall take such action with respect to any subcontract or procurement as State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Municipality may request State to enter into such litigation to protect the interests of State, and in addition, the Municipality may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 18. ENTIRE AGREEMENT

This Agreement is the complete and exclusive statement of the arrangement between the Parties, and supersedes all proposals, oral or written, and all other communications between the Parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto. The terms of existing written agreements between the Parties remain in effect, unless expressly modified herein, or when the context of this Agreement clearly requires otherwise.

SECTION 19. SEVERABILITY

In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, terms, conditions, or covenant shall not be construed by the other party as a waiver or a subsequent breach of the same by the other party.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by Municipality this _____ day of _____, 20____.

WITNESS:

CITY OF GRAND ISLAND

City Clerk

Mayor

EXECUTED by State this _____ day of _____, 20____.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Mick Syslo, P.E.

Roadway Design Engineer

RECOMMENDED:
Wesley Wahlgren, P.E.

District 4 Engineer Date

Project No. NH-34-4(134)
Control No. 42819
City of Grand Island

Page 11 of 11
Agreement No. XL2217

34-4(134)

C.N. 42819 BOOK 6415

END PROJECT

STA. 1124+27

R.P. 68.47 HWY. US-281



EXHIBIT "A"

RESOLUTION 2022-308

WHEREAS, the Nebraska Department of Transportation intends to improve a portion of State Highway US-34 (south end of US Highway 281 from Stolley Park Road to Interstate 80), at no cost to the City on the portion within City limits; and

WHEREAS, such improvements shall consist of mill and resurface southbound roadway, repair northbound and southbound bridges, and remove/replace guardrail; and

WHEREAS, there is currently no cost of work within City limits to the City; and

WHEREAS, an agreement with the Nebraska Department of Transportation 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 the agreement with the Nebraska Department of Transportation for the improvements to State Highway US-34 (south end of US Highway 281 from Stolley Park Road to Interstate 80) is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2022	☐ City Attorney



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item G-21

#2022-309 - Approving Application for State of Nebraska Ambulance Grant

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: October 25, 2022

Subject: American Rescue Plan Act (ARPA) EMS Ambulance and Equipment Grant Application

Presenter(s): Patrick Brown, Finance Director

Background

On October 14, 2022 the Nebraska Department of Health and Human Services Emergency Medical Services Division announced the American Rescue Plan Act (ARPA) EMS ambulance and equipment grant fund opportunity. The grant will award up to \$50,000 to purchase emergency medical equipment or up to \$150,000 toward the purchase of an ambulance.

Discussion

The City of Grand Island Finance Department is seeking City Council approval to submit an application to the ARPA EMS Ambulance and Equipment Grant program. The grant application would request up to \$150,000 to be applied to the purchase of the ambulance that is on currently on order and will be included in the 2023-2024 City budget.

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 request to submit a grant application to the EMS Ambulance and Equipment ARPA grant program for up to \$150,000 to assist with the purchase of an ambulance.

Sample Motion

Move to approve the submission of a grant application to the EMS Ambulance and Equipment ARPA grant program for up to \$150,000 to assist with the purchase of an ambulance.

RESOLUTION 2022-309

WHEREAS, on October 14, 2022 the Nebraska Department of Health and Human Services Emergency Medical Services Division announced the American Rescue Plan Act (ARPA) EMS ambulance and equipment grant fund opportunity; and

WHEREAS, the grant will award up to \$50,000 to the purchase of EMS equipment or up to \$150,000 toward the purchase of an ambulance; and

WHEREAS, the Grand Island Finance Department is asking City Council to approve the submitting of an application to the American Rescue Plan Act (ARPA) EMS Ambulance and Equipment Grant requesting \$150,000 to be applied to the purchase of the ambulance that is on order and to be included in the 2023-2024 City budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to allow the Grand Island Finance submit an application to the American Rescue Plan Act (ARPA) EMS Ambulance and Equipment Grant requesting \$150,000 to be applied to the purchase of the ambulance that is on order and to be included in the 2023-2024 City budget.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2022	☐ City Attorney



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item G-22

#2022-310 – Approving Bid Award for Surface Prep and Painting of Lincoln Park Swimming Pool

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: October 25, 2022

Subject: Bid Award for Surface Prep and Painting of Lincoln Park Swimming Pool

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

Background

On September 18, 2022 the Parks and Recreation Department advertised bids for Surface Prep and Painting of Lincoln Park Swimming Pool.

Discussion

The Parks and Recreation Department is recommending repainting the pool because the current paint has deteriorated. Dollars were budgeted in the 2022-23 general fund for this project.

Three bids were received:

McGill Restoration, Omaha, NE	\$153,902.00
Mongan Painting, LLC Cherokee, IA	\$40,310.00
WS Bunch Co., Omaha, NE	\$66,447.00

Staff recommends hiring Mongan Painting of Cherokee, IA to Surface Prep and Paint Lincoln Pool. The project will be funded by Lincoln Pool operating line item 10044526-85324.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council award the bid for the Surface Prep and Painting of Lincoln Pool to Mongan Painting of Cherokee, Iowa.

Sample Motion

Move to approve the Surface Prep and Painting of Lincoln Pool by Mongan Painting for a total of \$40,310.00.

Purchasing Division of Legal Department
INTEROFFICE MEMORANDUM



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: October 4, 2022 at 2:00 p.m.
FOR: Surface Prep and Painting of Lincoln Park Pool
DEPARTMENT: Parks & Recreation
ESTIMATE: \$35,000.00
FUND/ACCOUNT: 10044526-85324
PUBLICATION DATE: September 18, 2022
NO. POTENTIAL BIDDERS: 9

SUMMARY

Bidder:	<u>McGill Restoration</u>	<u>Mongan Painting, LLC</u>
	Omaha, NE	Cherokee, IA
Exceptions:	None	None
Bid Price:	\$153,902.00	\$40,310.00
Bidder:	<u>WS Bunch Co.</u>	
	Omaha, NE	
Exceptions:	Noted	
Bid Price:	\$66,447.00	

cc: Todd McCoy, Parks & Recreation Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks Admin. Assist.
Patrick Brown, Finance Director
Jeremy Bachmann, Recreation Supt.

P2398

RESOLUTION 2022-310

WHEREAS, the City of Grand Island invited sealed bids for Surface Prep and Painting of Lincoln Park Pool, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on October 4, 2022, three (3) bids were received, opened and reviewed; and

WHEREAS, Mongan Painting, LLC from Cherokee, Iowa submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$40,310.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Mongan Painting, LLC from Cherokee, Iowa, in the amount of \$40,310.00 for Surface Prep and Painting of Lincoln Park Pool is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2022	☐ City Attorney



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item H-1

Consideration of Approving the Request from Coranco Great Plains, Inc. on behalf of LPB, LLC for a Conditional Use Permit for continued Operation of a Soil and Groundwater Remedial System located at 704 West 3rd Street

This item relates to the aforementioned Public Hearing item E-4.

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item I-1

#2022-311 - Consideration of Approving the Comprehensive Plan Amendment for Changes to the Future Land Use Map for Property Located between Capital Avenue and Airport Road and Broadwell Avenue and Webb Road in Grand Island, Nebraska

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

Staff Contact: Chad Nabity

RESOLUTION 2022-311

WHEREAS, the Mayor and City Council of the City of Grand Island are committed to the orderly plan necessary to accommodate future growth and transportation needs; and

WHEREAS, on July 13, 2004, by Resolution 2004-154, the City of Grand Island approved and adopted the Comprehensive Development Plan and associated figures and maps as prepared by the firm of JEO Consulting Group, Inc. of Wahoo, Nebraska; and

WHEREAS, an amendment to such plan is requested to change the future land use designation from "Public" to "Mixed Use Commercial", "Mixed Use Office" and "Parks and Recreation" as shown on the attached map and

WHEREAS, such amendment was reviewed by the Regional Planning Commission on October 5, 2022, and a recommendation was forwarded to the City of Grand Island; and

WHEREAS, a public hearing was held on October 25, 2022 for the purpose of discussing such amendment to the Comprehensive Plan; and

WHEREAS, the City Council of the City of Grand Island finds that it is in the best interests of the citizens and residents to amend the Comprehensive Development Plan to reflect changes in the area and development trends.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island hereby approves and adopts an amendment to the Comprehensive Plan to change the intended future use of the property as shown on the attached map from "Public" to "Mixed Use Commercial", "Mixed Use Office" and "Parks and Recreation".

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2022.

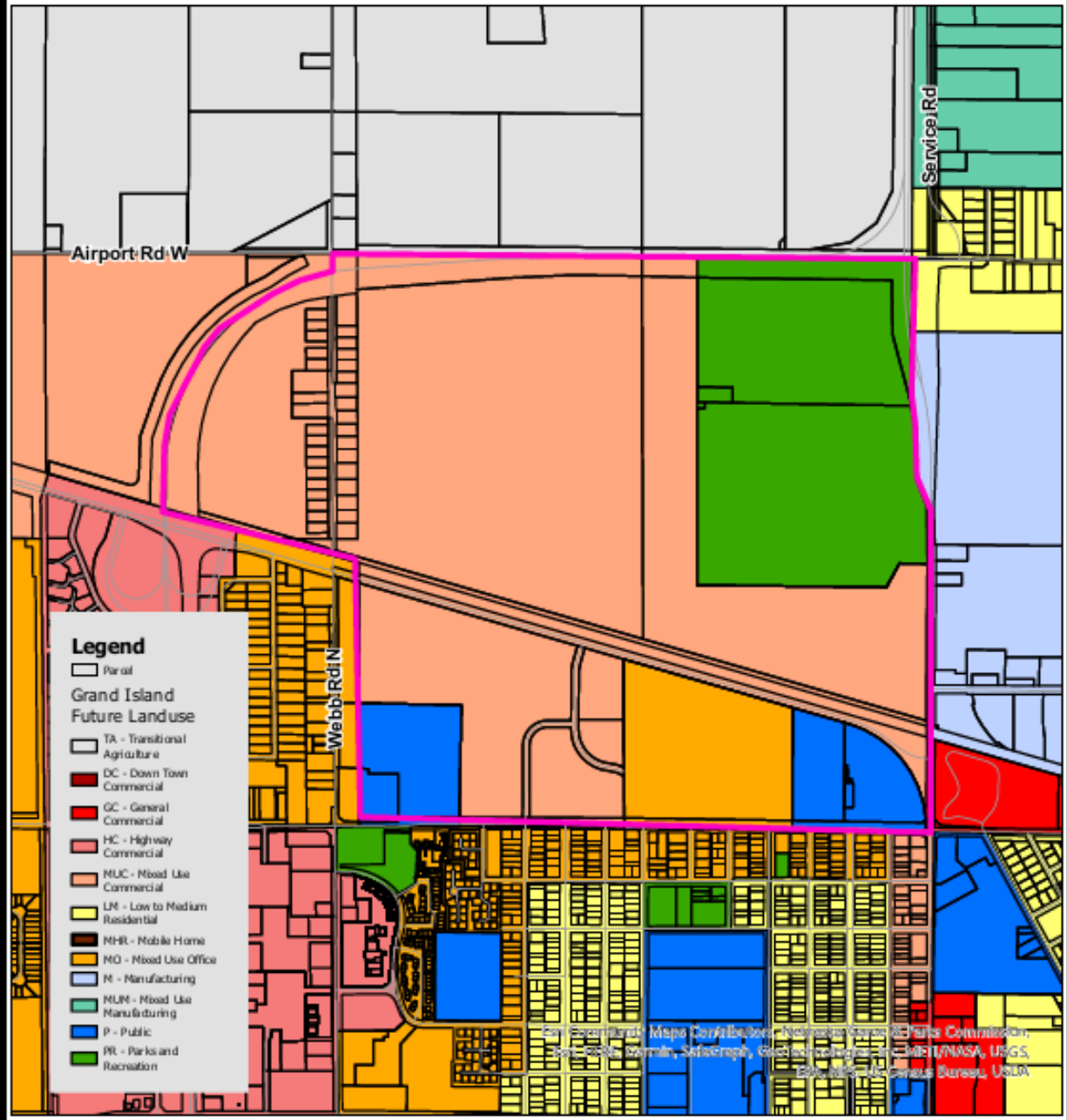
Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2022	☐ City Attorney

AMENDED FUTURE LANDUSE MAP



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

1 inch equals 1,250 feet



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item I-2

#2022-312 - Consideration of Approving the Redevelopment Plan for CRA No. 16 for Property Located at 2206 Capital Avenue (Veteran's Home), Grand Island, Nebraska for Residential Purposes (Liberty Campus, GI LLC)

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

Staff Contact: Chad Nabity

RESOLUTION 2022-312

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 16 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: to redevelop property residential purposes including necessary costs for acquisition, site work/grading, renovation and utilities along with eligible planning expenses and fees associated with the redevelopment project and that such project would not be economically feasible without such aid as is proposed within the Redevelopment Plan. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form	☐ _____
October 20, 2022	☐ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 16 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
 - c. The CRA is authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2022

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item I-3

#2022-313 - Consideration of Approving the Redevelopment Plan for CRA No. 34 for Property Located North of Faidley Avenue and East of Claude Road, Grand Island, Nebraska for Commercial Purposes (KER Enterprises, LLC)

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

Staff Contact: Chad Nabity

RESOLUTION 2022-313

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 34 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: to redevelop property commercial purposes including necessary costs for acquisition, streets, site work/grading, utilities and trails along with eligible planning expenses and fees associated with the redevelopment project and that such project would not be economically feasible without such aid as is proposed within the Redevelopment Plan. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form	by _____
October 20, 2022	City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 34 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
 - c. The CRA is authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, October 25, 2022

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item I-4

#2022-314 - Consideration of Approving the Labor Agreement between the City of Grand Island and the Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: October 25, 2022

Subject: Approval of Labor Agreement between the City of Grand Island and the Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO

Presenter(s): Aaron Schmid, Human Resources Director

Background

A combination of twelve job classifications in the Parks and Recreations Department, Library and Public Works Department are included under the conditions outlined in the labor agreement between the City of Grand Island (City) and the Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME.) The current labor agreement expires as of midnight September 30, 2022. The City and AFSCME 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 23, 2022 and run through September 30, 2025. 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 agreement will recognize the Library Assistant I and Library Assistant II classifications.
2. Shift differential will increase from \$0.25 to \$1.00 per hour.
3. Hours worked will include holidays and vacation when calculating overtime.
4. Standard language regarding daylight savings time has been added.
5. Martin Luther King, Jr. holiday has been added to the agreement.
6. Medical leave language regarding family members has been clarified.
7. Bereavement leave language has been updated to reflect the other union contracts.
8. Internal promotional language has been clarified.
9. Working out of class pay has been added to the contract.

10. The boot allowance has been increased by \$25 per year.
11. The tool allowance has increased from \$30.00 to \$50.00 bi-weekly.
12. Longevity pay has increased at all levels of service (5, 10, 15, 20, 25 years).
13. Wages for year one were determined by combining wage survey data and a 5% COLA. Wages for years two and three use a 3% COLA and market adjustments.

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 Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME.)

Sample Motion

Move to approve the labor agreement between the City of Grand Island and the Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME.)

AGREEMENT



AND

**NEBRASKA PUBLIC EMPLOYEES
LOCAL 251**

AFSCME

Fiscal Year 20~~18~~22 - 20~~19~~23

Fiscal Year 20~~19~~23 - 20~~20~~24

Fiscal Year 20~~20~~24 - 20~~21~~25

~~Fiscal Year 2021 - 2022~~

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AGREEMENT

THIS AGREEMENT, dated _____, 20~~18~~22, between the City of Grand Island (hereinafter referred to as the "City"), and Nebraska Public Employees, Local 251 of the American Federation of State, County, and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union"). The provisions of this agreement shall be effective October ~~12~~3, 20~~18~~22.

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, hours of work, 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 departments and divisions:

1. Department of Public Works
 - a. Street and Transportation Division
 - b. Fleet Services Division
2. Department of Parks and Recreation
 - a. Parks Maintenance Division
 - b. Cemetery Division
3. Department of Library
 - a. Library Assistant I
 - b. Library Assistant II

The City shall not enter into any agreement with employees in the bargaining unit, individually or with any portion of the union or groups of individuals, relative to wages, hours, terms or conditions of employment.

B. CLASSES OF EMPLOYEES

Only employees with regular status in the classifications listed below are eligible for representation by the Union:

Maintenance Worker – Cemetery
Maintenance Worker – Parks
Maintenance Worker – Streets
Senior Maintenance Worker – Streets
Equipment Operator – Streets
Senior Equipment Operator – Streets
Fleet Services Mechanic
Horticulturist
Traffic Signal Technician
Library Assistant I
Library Assistant II

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. A two-week notice will be given to union members if the work schedule will be changed to reflect less than 80 hours in a two-week pay period. Hours will not fall below 76 in a two-week pay period. This policy will only be in effect for the duration of this contract.

B. LUNCH PERIODS

The City shall establish the lunch periods. –A meal allowance of \$10.00 shall be granted for all employees 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.

Nothing in this section shall prohibit the City from exceeding the amount of this allowance or consecutive hour requirement in providing an allowance for emergency situations within the parameters set by the Local Government Miscellaneous Expenditures Act.

For purposes of this section, “emergency situation” shall mean those times when the City determines the employee’s presence is needed at work due to weather conditions (i.e. snow storms, sandbagging, severe windstorm or tornado, etc.) or other unforeseeable events.

C. CHANGES IN WORK SCHEDULE

All changes in work schedules, except in cases of emergency and unexpected special activities or events, shall be posted for all to see at least two days before the change is effective.

Permanent full-time employees 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 one dollar \$0.25 (\$1.00) per hour added to the base hourly rate for the hours worked during such temporary assignment.

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.

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. For the purposes of this section, the term "day" shall mean the period of time from the scheduled start of the workday to the scheduled start of the next work day.
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 with this exception; should an employee be called to emergency service which requires 12 hour shifts due to severe weather and a holiday occurs in the same pay period, the holiday hours will be counted as hours worked for the calculation of overtime. Personal days are excluded.~~
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 one hundred twenty (120) hours of compensatory time (80 hours of actual hours 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 for 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.

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.

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 run from Monday at ~~5 p.m. the normally scheduled end time~~ to the following Monday at ~~8 a.m. the normally scheduled start time~~.
 - 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 at the employee's basic rate of pay as shown on the payroll during the employee's stand-by week. Any work performed on calls during hours, outside of the normal work week, shall be compensated for at the rate of time and one-half. Overtime for employees performing such work on call, including those on stand-by, shall be computed to begin fifteen (15) minutes prior to checking in for the job and to terminate fifteen (15) minutes after checking out from the job.
3. The employee assigned to this duty shall be available by telephone at all times under this arrangement. 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.
4. When a recognized holiday, as stated in Article III, Holidays and Holiday Pay, falls during an employee's assigned stand-by work week, that employee shall be granted a compensatory holiday to be taken during the week following the stand-by duty assignment, and at a time approved by the employee's supervisor.

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 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. Provided, however, that if the employee called back responds and performs the work from a remote location without reporting to the worksite, he or she shall be compensated as set forth above but the minimum compensation will be one (1) hour instead of two (2). -Vacation time requested prior to a call back will not be cancelled.

H. SCHEDULING HOLIDAYS OFF

The scheduling of holidays off shall be done as equitably as possible.

I. 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:

New Year's Day	January 1
<u>Martin Luther King, Jr. Day</u>	<u>Third Monday in January</u>
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving	Fourth Friday in November
Christmas Day	December 25

Such holidays shall be observed on the day they are observed by the courts of the State of Nebraska, in accordance with Section 25-2221, Reissue Revised Statutes of Nebraska.

B. SUNDAY 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

No employee shall be eligible for holiday pay unless such employee works his or her last regularly scheduled day before the holiday and his or her first regularly scheduled day after the holiday, unless excused by the supervisor for either of such days. An employee must be on paid leave status to be paid for the holiday.

D. HOLIDAY ON REGULARLY SCHEDULED WORK DAY

If an employee is regularly scheduled to work on a day on which a holiday falls and such employee's work is essential to maintain necessary public services, the employee shall be paid for the holiday, plus time and one-half (1/2) for any hours worked on the holiday.

E. HOLIDAY ON NON-SCHEDULED WORK DAY

If an employee is not regularly scheduled to work on a holiday and he or she is called out to work on the holiday, the employee shall be paid for the holiday and any hours worked on the holiday shall be paid as overtime.

F. HOLIDAY DURING LEAVE OF ABSENCE

If any of the above-mentioned holidays fall during an employee's authorized paid vacation or medical leave time, or other paid leave status, such holiday shall not be charged against these paid absences. If a holiday falls during a period when an employee is in an unpaid leave status, the employee shall not be paid for the holiday.

ARTICLE IV - PERSONAL LEAVE

Personal Leave Days will be given to employees each year. One will be given in October and must be taken by March 15th. The second Personal Leave Day will be given in April and must be taken by September 15th. In addition to the two personal leave days, the City will provide one annual personal leave day that will be granted at the beginning of the contract year and must be used by September 15th. Personal Leave Days may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor.

ARTICLE V - VACATIONS

A. ELIGIBILITY

All regular 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 used in ~~hourly-one-tenth~~ (1/10) hour increments.

For purposes of this contract, “regular” 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, probationary, and/or working fewer than 30 hours per week.

B. AMOUNT AUTHORIZED

~~1.~~ Upon successfully completing the six-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 6	One Hundred Three (103) Hours
4.	Years 7 through 8	One Hundred Twenty-Four (124) Hours
5.	Years 9 through 10	One Hundred Twenty-Eight (128) Hours
6.	Years 11 through 12	One Hundred Forty-Four (144) Hours
7.	Year 13	One Hundred Fifty-Two (152) Hours
8.	Years 14 through 19	One Hundred Sixty (160) Hours
9.	Years 20 through 24	One Hundred Eighty-Three (183) Hours
10.	Year 25 and beyond	One Hundred Ninety-Six (196) Hours

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

C. VACATION SCHEDULE

Vacation leave shall be taken at a time convenient to and approved by the Department Director. Vacations may be granted at the time requested by the employee. Each employee shall take a vacation of five consecutive work days each year when eligible. An example would be taking Monday through Friday off or taking Thursday and Friday off the first week and then taking Monday, Tuesday, and Wednesday off the second week.

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, nor shall it interfere with vacation leave previously scheduled.

E. VACATION TIME CARRY-OVER

1. An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one year, plus eighty (80) hours.
2. An employee who 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 employee shall be paid for the unused portion of his or her accumulated vacation leave; ~~provided, an employee electing to voluntarily separate employment provides the Department Director with written notice of at least fourteen calendar days prior to separation.~~ An employee who has been separated shall not accrue vacation leave credits after his or her last day physically on the job.

ARTICLE VI - 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 residing in the same household.~~

~~For purposes of medical and bereavement leave, an immediate family member shall mean a child, spouse, parent, grandchild, grandparent, brother, sister, aunt, uncle, and in-laws of the same relation. For necessary care and attendance during sickness of, or injury to, a member of the employee's immediate family (spouse, child, parent, or parent-in-law) or household. "Child" shall include a biological, adopted, or foster child; a step-child; a legal ward; or a child of a person standing "in loco parentis". The term "household" refers to a domestic partner that the employee shares household finances with for a period of not less than one year.~~
5. When absence is due to alcoholism or drugs, if medically diagnosed by a licensed physician and the employee is receiving assistance and has agreed to an approved course of treatment.
6. Medical leave shall not be granted in advance of accrual.
7. Leave without pay may be granted for sickness extending beyond the earned credits.
8. ~~After twelve continuous months of service, a~~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 medical leave.~~
- 10.9 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 hours in a day; provided,

that medical leave shall be debited in no less than ~~one (1)~~ one-tenth (1/10) hour units.

C. USE OF BEREAVEMENT LEAVE

~~Bereavement leave shall be granted to eligible employees for up to three (3) days per contract year. Any portion of a work day used for bereavement leave shall be considered a full day, which consists of eight (8) hours of bereavement leave. An employee shall be eligible to use up to three (3) days of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation. Bereavement leave shall not exceed three (3) days in any calendar year. 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 immediate family because of unusual circumstances. To attend the funeral of someone other than immediate family, an employee shall take vacation leave.~~

Bereavement leave shall be granted to eligible employees for up to two (2) days per calendar year for non-immediate family members. Non-immediate family member shall mean aunts, great-aunts, uncles, great-uncles, nieces and nephews, cousins, and in-laws of the same relation. Any portion of a work day used for bereavement leave shall be considered a full day of bereavement leave. An employee shall be eligible to use up to three (3) days of paid bereavement leave per occurrence for the death of an immediate family member or household which includes parents, spouses, children, siblings, grandparents, great-grandparents, grandchildren, great-grandchildren and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director and City Administrator for the death of a member of an employee's immediate family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation leave.

D. 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 or other proof of illness satisfactory to his or her supervisor. The supervisor may require this statement or proof for an absence chargeable to medical leave of any duration.

E. 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.

F. COMPENSATION FOR UNUSED MEDICAL LEAVE

An employee may accumulate medical leave to a maximum of 1,339 hours. All employees shall be paid thirty-five percent (35%) of their accumulated medical leave at the time of retirement

or if an employee dies while still employed full time with the City in good standing. All employees retiring under an early retirement option approved by the Mayor shall be paid thirty-five percent (35%) of their accumulated medical leave at the time of such early retirement. The rate of compensation for such accumulated medical leave shall be based on the employee's salary at the time of death, retirement or early retirement, whichever is applicable. The payout for this medical leave shall go to the employee's Voluntary Employee Benefits Association (VEBA) account.

G. 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 form to his or her supervisor. An employee will not receive sick pay if a leave form is not submitted within one (1) working day after the absence.

H. 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 or as amended by Federal Law.

ARTICLE VII - MILITARY LEAVE

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

ARTICLE VIII - COURT LEAVE

A. WHEN AUTHORIZED

An employee who is required to serve as a witness or juror in a federal, state, county, or municipal court, or as a litigant in a case resulting directly from the discharge of his or her duties as an employee, shall be granted court leave with full pay to serve in that capacity; provided, however, that when the employee is testifying in other litigation to which he or she is a party, such employee shall not be granted court leave but may use vacation leave or compensatory time, or be granted leave without pay for the length of such service.

B. PROCEDURE

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

C. FEES

Fees received for jury service in a federal, state, county or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof; provided, the requirement shall not apply to funds received by employees when they would not normally be on duty with the City. No employee shall receive witness fees paid from employer's funds. However, fees paid from other sources shall be in addition to, and irrespective of, an employee's regular salary.

ARTICLE IX - 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 one year. 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, Article VI of this contract shall govern.

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.
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 X - WORKERS COMPENSATION

A. POLICY

Any employee in this contract who sustains an on-the-job injury compensable under the Nebraska Workers Compensation Act shall receive compensation benefits as allowed under the Nebraska Workers' Compensation law.

B. SUBROGATION

To the fullest extent permitted by law, the City of Grand Island, its insurers, and third-party administrators reserve the right of subrogation because of workers compensation benefits or medical expenses paid or to be paid to or on behalf of any employee who is injured or disabled by a third party, and reserves the right to (i) pursue collection from the employee of any money paid by the third party to the extent of payments by the City, its insurers, and third-party administrators, and (ii) pursue collection from any such third party.

Nothing in this article shall be interpreted to mean that the City shall have the right to initiate civil litigation in the name of the employee against the third party or representative of said party until after receiving consultation and advice of the employee.

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 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 XI - 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 leave for three (3) consecutive days is considered to have resigned.

B. LEAVE ~~FORM~~ REQUEST

Requests for leave must be submitted 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 an unforeseen Medical leave, the ~~form-request~~ shall be completed and submitted for approval immediately upon the employee's return to duty. Unless an absence is approved by the supervisor, 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 XII - RETIREMENT PLAN AND SENIORITY

A. RETIREMENT PLAN

The City agrees that the employees covered under this agreement will participate in the mandatory retirement savings plan. Employees contribute six and one-half (6.5) percent of gross earning and are matched six and one-half (6.5) percent by the City. Employee eligibility is effective on date of employment. A five (5) year vesting schedule applies.

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.

C. 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 appointed 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. Where an employee holds a non-bargaining unit position, he shall retain all seniority earned in all bargaining unit classifications in which he was previously employed. Non-bargaining unit service with the City shall not be construed or considered for the purpose of calculating seniority under the provisions of this Agreement except for those employees who are in classifications which have become part of the bargaining unit.
7. An employee whose position is being eliminated through a reduction in force has the option to move into a lower grade position for which they are qualified within the same functional division. Functional divisions are defined as: Streets and Transportation, Fleet Services, Parks, ~~and Cemetery~~ [and Library](#).

ARTICLE XIII - RATES OF PAY FOR WORK PERFORMED

A. PAY PLAN

1. All new employees will normally be hired at Step 1 of the pay grade of their position. However, due to extenuating circumstances, an employee may be hired at a higher step with the written approval of the City Administrator. Employees will remain in each step for at least one (1) year with their performance to be evaluated on the anniversary of the change of status.

~~1.~~ In the event of an internal promotion, after successfully completing the six (6) month introductory period in the new position, the employee may be reviewed by the Department Director for a step increase.

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

2. The introductory period for new employees shall be six (6) months, unless otherwise extended by the Department Director.

B. FISCAL YEAR ~~2018~~22 – ~~2019~~23

Rates of pay for the period October ~~1~~23, ~~2018~~22 to September 30, ~~2019~~23 for work performed in the various classes of work under this agreement are set forth in Exhibit A. Said adjustments shall be effective the first full pay period on or after October ~~1~~23, ~~2018~~22.

C. FISCAL YEAR ~~2019~~23 - ~~2020~~24

Rates of pay for the period October 1, ~~2019~~23 to September 30, ~~2020~~24 for work performed in the various classes of work under this agreement are set forth in Exhibit B. Said adjustments shall be effective the first full pay period on or after October 1, ~~2019~~23.

D. FISCAL YEAR ~~2020~~24 - ~~2021~~25

Rates of pay for the period October 1, ~~2020~~24 to September 30, ~~2021~~25 for work performed in the various classes of work under this agreement are set forth in Exhibit C. Said adjustments shall be effective the first full pay period on or after October 1, ~~2020~~24.

~~E. FISCAL YEAR 2021 – 2022~~

~~Rates of pay for the period October 1, 2021 to September 30, 2022 for work performed in the various classes of work under this agreement are set forth in Exhibit D. Said adjustments shall be effective the first full pay period on or after October 1, 2021.~~

E. FUTURE CHANGES IN RATES OF PAY

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriation ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The union acknowledges that the City must comply with the Nebraska Budget Act (Sections 23-921 through 23-933, R.R.S. 1943).

G. WORKING OUT OF CLASS

In the event of a temporary change of an employee to another job classification for a period of three (3) consecutive working days, or three (3) working days in one (1) week, the employee will receive any additional pay which may be attributable to that temporary job classification, moving to the next closest step in the new pay range that guarantees at least a three percent (3%) increase. Nothing in this provision shall require or limit the City from providing compensation for a temporary job reclassification for a period under three (3) days.

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.

ARTICLE XV - SAFETY COMMITTEE

1. A member of the bargaining unit, as selected by the Union, shall serve on the Citywide Safety Committee, which shall meet on a regular basis to discuss safety problems.
2. All questions relating to safety, including equipment, protective clothing, working areas, and working procedures, shall be considered proper subject for discussion.
3. It is agreed by the parties that the question of safety is a common concern and to

this end the parties agree to use all reasonable means of protecting the health and welfare of all employees, including proper training in operation of equipment and use of materials.

ARTICLE XVI – GRIEVANCES

A. GENERAL STATEMENT

It is the policy of the City of Grand Island to provide prompt and equitable resolution of employee complaints and grievances. An employee presenting a complaint or grievance shall not be subject to reprisal.

B. COMPLAINTS

Prior to initiating a grievance, the employee is encouraged to discuss the complaint with the immediate supervisor. Should the complaint not be resolved through such discussion, the employee may elect to submit a grievance.

C. WHAT MAY BE GRIEVED

A permanent employee may grieve an alleged unsafe act or practice, adverse working condition, violation of a written or verbal policy or procedure, violation of the employee's civil rights, an involuntary demotion, or an involuntary transfer which results in a reduction in salary. An introductory employee may grieve only an alleged unsafe act or practice, adverse working condition, or a violation of the employee's civil rights.

D. GRIEVANCE PROCEDURE

Employee grievances will be resolved in accordance with the following procedure:

1. Division Supervisor

A grievance must be submitted to the Division Supervisor not later than ten (10) working days following the alleged act or action.

The Division Supervisor shall attempt to resolve the grievance and shall provide the employee a written response not later than five (5) working days following receipt of the grievance.

2. Department Director

Should the employee be dissatisfied with the Division Supervisor's response, or should the Division Supervisor be the immediate supervisor, the employee may grieve to the Department Director not later than five (5) working days following receipt of the Division Supervisor's response or the occurrence of the original

alleged act or action.

The Department Director shall attempt to resolve the grievance and shall provide the employee a written response not later than five (5) working days following receipt of the grievance.

3. Mayor

Should the employee be dissatisfied with the Department Director's response, the employee may grieve to the Mayor no later than five (5) working days following receipt of the Department Director's response or the occurrence of the original alleged act or action.

The Mayor shall provide the employee with a written response not later than five (5) working days following receipt of the grievance. The decision of the Mayor completes the grievance process.

E. GRIEVANCE PROCEDURE - GENERAL PROVISIONS

Employee grievances and employer responses must be in writing with a copy provided to the Human Resources Department. Should a meeting or hearing be held for the resolution of a grievance, an employee may appear with an attorney as counsel or representative and/or may be accompanied by another employee from the same division. Such an employee shall be granted time off with pay and shall not be subject to reprisal.

Employees may be requested to appear as witnesses. Such employees shall be required to appear, shall be granted time off with pay, and shall not be subject to reprisal.

The names of employee witnesses must be provided to the Department Director in sufficient time to arrange for their appearance.

A grievance shall be considered resolved should the employee fail to comply with the prescribed time limits. Should the employer fail to comply with the prescribed time limits, the employee may continue the grievance to the next level.

Grievance procedure time limits may be extended upon mutual agreement between the employee and the employer. The request for extension and the response to such request shall be in writing.

ARTICLE XVII - 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. Present and future benefits shall be accorded to the union. 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 shall not be unreasonably withheld.

The total number of bulletin boards may not exceed the number of divisions the union represents as described in Article I, Section A.

E. UNIFORMS AND PROTECTIVE CLOTHING

1. The City will pay for one 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 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 in the Streets and Fleet Services Divisions 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~~ Seventy Five Dollars (~~\$150.00~~175.00) per budget year.

The City will provide members of the Streets Division a winter coat/jacket that meets high visibility safety standards, to be inspected annually for replacement. In addition, members of the Streets Division will receive five (5) ~~short sleeve~~ work shirts, to be inspected annually for replacement. The shirts will also meet the high visibility safety standards.

3. The City shall pay as uniform allowance the sum of Twelve Dollars (\$12.00) bi-weekly to full-time employees of the Fleet Services Division.
4. Employees in Public Work divisions other than the Fleet Services Division 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.

F. TOOL ALLOWANCE

Employees in the job classification of Fleet Services Mechanic shall be paid a tool allowance in the amount of ~~Thirty-Fifty~~ Dollars (~~\$30.00~~50.00) bi-weekly. Said employees shall be required to have and maintain the tools required of the job classification.

G. BILINGUAL PAY

Employees who are proficient in an approved second language will be paid one thousand five hundred dollars (\$1,500.00) per calendar year, payable in the second check in November of each fiscal year. 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.

H. LONGEVITY PAY

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	\$226.00 <u>250.00</u>	(Beginning 6 th year)
10 years	\$443.00 <u>500.00</u>	(Beginning 11 th year)
15 years	\$624.00 <u>750.00</u>	(Beginning 16 th year)
20 years	\$796.00 <u>1,000.00</u>	(Beginning 21 st year)
25 years	\$994.00 <u>1,500.00</u>	(Beginning 26 th year)

ARTICLE XVIII - MANAGEMENT RIGHTS

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.
3. It is understood and agreed that the City possesses the sole right to operate the Public Works Department and the Parks and Recreation 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 for just cause, arising under this agreement or the City's Personnel Rules and Regulations, Section 3.01 as amended on October 15, ~~2014~~ 2022. Should the City at any time during the course of this agreement amend the City Personnel Rules and Regulations, in regards to discipline, said amendment shall be proposed to the AFSCME bargaining unit. The bargaining unit shall have 30 days to consider and respond. The parties may agree to adopt such amendment as part of this contract at that time.
 - 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.
 - 6. All industrial relations functions of the City shall be handled by the Mayor or his or her designated representative. The union agrees that it shall deal with the City only through the Mayor or his or her designated representative.
 - 7. The Union and its membership agree that it will not ~~contract~~contact or deal with any of the members of the City Council concerning any aspects of negotiations, grievances, or any other relationship between the Union and the City.

ARTICLE XIX - PAYROLL DEDUCTION OF UNION DUES

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the City agrees to deduct the regular, biweekly amounts specified therein from 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, or any funds from an employee's pay for the benefit of the union other than regular union dues as set forth herein.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under this Article. This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of operation.

ARTICLE XX - GENERAL PROVISIONS

1. 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.
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. Employees shall abide by the residency requirements set out in the Personnel Rules and Regulations as amended on October ~~15~~20, 2014~~20~~; provided, such requirements shall not discriminate against members of this bargaining unit.

ARTICLE XXI - 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. Such discharge or discipline shall not be subject to grievance proceedings under any circumstances.
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 XXII- DISCIPLINE AND APPEAL PROCEDURE

The employees of this bargaining unit shall be subject to discipline as set out in this agreement for just cause as set forth in the City of Grand Island Personnel Rules and Regulations, Section 3.01 as amended on October ~~15, 2014~~, 2022. Should the City at any time during the course of this agreement amend the City Personnel Rules and Regulations, in regards to discipline, said amendment shall be proposed to the AFSCME bargaining unit. The bargaining unit shall have 30 days to consider and respond. The parties may agree to adopt such amendment as part of this contract at that time.

The following Appeal Procedure shall apply to the members of this bargaining unit:

Any employee who has satisfactorily completed his/her initial introductory period of employment with the City of Grand Island shall have the right to appeal a suspension or a discharge in accordance with the following procedure:

1. Discipline imposed by the Department Director may be appealed to the Mayor not later than five (5) working days following written notification of such discipline.
2. The Mayor shall hear such appeal and shall provide the employee with a written response not later than ten (10) working days following receipt of the appeal.
3. Should the employee be dissatisfied with the Mayor's response or should the Mayor have imposed the initial discipline, the employee may appeal to a mediator.
4. If an employee is dissatisfied with the Mayor's response or should the Mayor have imposed the initial discipline, the employee or the Union may request non-binding mediation. The employee or the Union must provide the Human Resources Director with a written request for mediation within fifteen (15) working days of receiving the Mayor's decision. A mediator shall be chose from the Federal Mediation and Conciliation Service. If either party is not satisfied with the results of non-binding mediation, then within fifteen (15) work days of receiving the results of the mediation, either party may take the grievance to the next step.
5. An employee may request arbitration if they are dissatisfied with the Mediator's response. The employee or the Union must provide the Human Resources Director with a written request for arbitration within fifteen (15) working days of receiving the Mayor's decision.
6. The arbitration proceeding shall be conducted by an arbitrator, to be mutually selected by the parties as soon as practical after the submission of written demand for arbitration. If the parties are unable to mutually agree as to the selection of an arbitrator within fifteen (15) working days from receipt of the demand for arbitration the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven arbitrators. Each party shall have the right to strike three names from the list of arbitrators as submitted. The employee requesting

arbitration shall have the right to strike the first name and the City shall then strike one name with the same process being repeated so that the person remaining on the list shall be the arbitrator.

There shall be no appeal from the arbitrator's decision. It shall be final and binding on the Union, the City of Grand Island, and on all bargaining unit employees.

Authority of the arbitrator is limited to matters of interpretation or application of the express provisions of this Agreement and the arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms or provisions of this Agreement. In the event the arbitrator finds that he has no authority or power to rule in the case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case. The arbitrator shall be requested by the parties to issue his decision within thirty (30) calendar days after the conclusion of the hearing.

Parties selecting the arbitrator shall share equally the arbitrator's expense. Each party shall be responsible for compensating its own representatives and witnesses.

If a party desires that a record of the testimony be made at the proceedings, it may cause such a record to be made at its expense; provided, however, that it supplies the arbitrator and the other party or parties with copies of such record at no expense to the other party or parties.

7. The arbitrator shall not have jurisdiction to discharge an employee upon an appeal from a suspension.
8. An employee shall have the right to process an appeal individually, by the Union, and/or by an Attorney at Law. If an employee elects not to use the Union or its attorney in the processing of an appeal, the decision of the arbitrator shall not set binding precedent on the Union.
9. Any time limits contained herein or elsewhere in this Agreement, for the bringing of, or answering of discipline may be waived by mutual consent of the Union or the employee and the City.

ARTICLE XXIII - 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 February 1, 20~~22~~25.

4. Either party may reopen this agreement if the City does not adopt a budget statement and appropriation ordinance and salary ordinance sufficient to fund the rates of pay and fringe benefits previously agreed upon by the parties.

ARTICLE XXIV- 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.

ARTICLE XXV - 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 XXVI - 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~~23, 20~~18~~22 through September 30, 20~~22~~25.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

**AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES; Local No. 251**

By _____
~~Carl Betts~~ Tony Burkhalter, President, Local 251

By _____
~~Roger Schweitzer, Chief Steward, Local 251~~

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

By _____
~~Jeremy L. Jensen~~ Roger G. Steele, Mayor

Attest _____
RaNae Edwards, City Clerk

EXHIBIT A**AFSCME SALARY TABLES - FY 2022/2023
CEMETERY/PARKS/STREETS/LIBRARY**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
FL SRV MECHANIC	HOURLY	25.6446	26.7040	27.8071	28.9558	30.1520	31.3976	32.6946	34.0452	35.4516
4005	BIWEEKLY	2,051.57	2,136.32	2,224.57	2,316.46	2,412.16	2,511.81	2,615.57	2,723.62	2,836.13
	MONTHLY	4,445.07	4,628.69	4,819.90	5,019.00	5,226.35	5,442.26	5,667.07	5,901.18	6,144.95
	ANNUAL	53,340.82	55,544.32	57,838.82	60,227.96	62,716.16	65,307.06	68,004.82	70,814.12	73,739.38

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
EQUIP OPER STR	HOURLY	22.8093	23.6946	24.6142	25.5695	26.5619	27.5928	28.6637	29.7762	30.9319
4010	BIWEEKLY	1,824.74	1,895.57	1,969.14	2,045.56	2,124.95	2,207.42	2,293.10	2,382.10	2,474.55
	MONTHLY	3,953.60	4,107.07	4,266.47	4,432.05	4,604.06	4,782.74	4,968.38	5,161.22	5,361.53
	ANNUAL	47,443.24	49,284.82	51,197.64	53,184.56	55,248.70	57,392.92	59,620.60	61,934.60	64,338.30

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
HORTICULTURIST	HOURLY	26.7162	27.6811	28.6809	29.7169	30.7902	31.9023	33.0545	34.2484	35.4854
4020	BIWEEKLY	2,137.30	2,214.49	2,294.47	2,377.35	2,463.22	2,552.18	2,644.36	2,739.87	2,838.83
	MONTHLY	4,630.82	4,798.06	4,971.35	5,150.93	5,336.98	5,529.72	5,729.45	5,936.39	6,150.80
	ANNUAL	55,569.80	57,576.74	59,656.22	61,811.10	64,043.72	66,356.68	68,753.36	71,236.62	73,809.58

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
LIBR ASST I	HOURLY	21.0438	21.7219	22.4219	23.1444	23.8902	24.6600	25.4546	26.2748	27.1215
4025	BIWEEKLY	1,683.50	1,737.75	1,793.75	1,851.55	1,911.22	1,972.80	2,036.37	2,101.98	2,169.72
	MONTHLY	3,647.58	3,765.13	3,886.46	4,011.69	4,140.98	4,274.40	4,412.14	4,554.29	4,701.06
	ANNUAL	43,771.00	45,181.50	46,637.50	48,140.30	49,691.72	51,292.80	52,945.62	54,651.48	56,412.72

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
LIBR ASST II	HOURLY	22.2294	23.1551	24.1194	25.1238	26.1701	27.2599	28.3952	29.5777	30.8094
4028	BIWEEKLY	1,778.35	1,852.41	1,929.55	2,009.90	2,093.61	2,180.79	2,271.62	2,366.22	2,464.75
	MONTHLY	3,853.09	4,013.56	4,180.69	4,354.78	4,536.16	4,725.05	4,921.84	5,126.81	5,340.29
	ANNUAL	46,237.10	48,162.66	50,168.30	52,257.40	54,433.86	56,700.54	59,062.12	61,521.72	64,083.50

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK CMTR	HOURLY	22.9423	23.6932	24.4687	25.2696	26.0967	26.9509	27.8330	28.7440	29.6848
4040	BIWEEKLY	1,835.38	1,895.46	1,957.50	2,021.57	2,087.74	2,156.07	2,226.64	2,299.52	2,374.78
	MONTHLY	3,976.66	4,106.83	4,241.25	4,380.07	4,523.44	4,671.49	4,824.39	4,982.29	5,145.36
	ANNUAL	47,719.88	49,281.96	50,895.00	52,560.82	54,281.24	56,057.82	57,892.64	59,787.52	61,744.28

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK STRTS	HOURLY	21.8851	22.7215	23.5899	24.4914	25.4275	26.3993	27.4082	28.4557	29.5432
4045	BIWEEKLY	1,750.81	1,817.72	1,887.19	1,959.31	2,034.20	2,111.94	2,192.66	2,276.46	2,363.46
	MONTHLY	3,793.42	3,938.39	4,088.91	4,245.17	4,407.43	4,575.87	4,750.76	4,932.33	5,120.83
	ANNUAL	45,521.06	47,260.72	49,066.94	50,942.06	52,889.20	54,910.44	57,009.16	59,187.96	61,449.96

EXHIBIT A**AFSCME SALARY TABLES - FY 2022/2023
CEMETERY/PARKS/STREETS/LIBRARY**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK PRKS	HOURLY	21.2371	22.1065	23.0115	23.9535	24.9342	25.9549	27.0174	28.1235	29.2748
4050	BIWEEKLY	1,698.97	1,768.52	1,840.92	1,916.28	1,994.74	2,076.39	2,161.39	2,249.88	2,341.98
	MONTHLY	3,681.10	3,831.79	3,988.66	4,151.94	4,321.94	4,498.85	4,683.01	4,874.74	5,074.29
	ANNUAL	44,173.22	45,981.52	47,863.92	49,823.28	51,863.24	53,986.14	56,196.14	58,496.88	60,891.48

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK WTRPK	HOURLY	21.2371	22.1065	23.0115	23.9535	24.9342	25.9549	27.0174	28.1235	29.2748
4051	BIWEEKLY	1,698.97	1,768.52	1,840.92	1,916.28	1,994.74	2,076.39	2,161.39	2,249.88	2,341.98
	MONTHLY	3,681.10	3,831.79	3,988.66	4,151.94	4,321.94	4,498.85	4,683.01	4,874.74	5,074.29
	ANNUAL	44,173.22	45,981.52	47,863.92	49,823.28	51,863.24	53,986.14	56,196.14	58,496.88	60,891.48

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
SR EQUP OPR STR	HOURLY	25.2007	26.1707	27.1780	28.2241	29.3105	30.4387	31.6103	32.8270	34.0905
4055	BIWEEKLY	2,016.06	2,093.66	2,174.24	2,257.93	2,344.84	2,435.10	2,528.82	2,626.16	2,727.24
	MONTHLY	4,368.13	4,536.26	4,710.85	4,892.18	5,080.49	5,276.05	5,479.11	5,690.01	5,909.02
	ANNUAL	52,417.56	54,435.16	56,530.24	58,706.18	60,965.84	63,312.60	65,749.32	68,280.16	70,908.24

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
SR MAIN WRK STR	HOURLY	25.0312	25.9779	26.9604	27.9801	29.0384	30.1366	31.2764	32.4593	33.6870
4060	BIWEEKLY	2,002.50	2,078.23	2,156.83	2,238.41	2,323.07	2,410.93	2,502.11	2,596.74	2,694.96
	MONTHLY	4,338.75	4,502.83	4,673.13	4,849.89	5,033.32	5,223.68	5,421.24	5,626.27	5,839.08
	ANNUAL	52,065.00	54,033.98	56,077.58	58,198.66	60,399.82	62,684.18	65,054.86	67,515.24	70,068.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
TRAFFIC SIG TECH	HOURLY	26.9078	27.8023	28.7266	29.6816	30.6684	31.6880	32.7414	33.8299	34.9546
4070	BIWEEKLY	2,152.62	2,224.18	2,298.13	2,374.53	2,453.47	2,535.04	2,619.31	2,706.39	2,796.37
	MONTHLY	4,664.01	4,819.06	4,979.28	5,144.82	5,315.85	5,492.59	5,675.17	5,863.85	6,058.80
	ANNUAL	55,968.12	57,828.68	59,751.38	61,737.78	63,790.22	65,911.04	68,102.06	70,366.14	72,705.62

EXHIBIT B**AFSCME SALARY TABLES - FY 2023/2024
CEMETERY/PARKS/STREETS/LIBRARY**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
FL SRV MECHANIC	HOURLY	26.4140	27.5052	28.6414	29.8246	31.0566	32.3395	33.6755	35.0666	36.5152
4005	BIWEEKLY	2,113.12	2,200.42	2,291.31	2,385.97	2,484.53	2,587.16	2,694.04	2,805.33	2,921.22
	MONTHLY	4,578.43	4,767.58	4,964.51	5,169.60	5,383.15	5,605.51	5,837.09	6,078.22	6,329.31
	ANNUAL	54,941.12	57,210.92	59,574.06	62,035.22	64,597.78	67,266.16	70,045.04	72,938.58	75,951.72

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
EQUIP OPER STR	HOURLY	23.4936	24.4054	25.3526	26.3366	27.3588	28.4206	29.5236	30.6695	31.8598
4010	BIWEEKLY	1,879.49	1,952.43	2,028.21	2,106.93	2,188.70	2,273.65	2,361.89	2,453.56	2,548.78
	MONTHLY	4,072.23	4,230.27	4,394.46	4,565.02	4,742.18	4,926.24	5,117.43	5,316.05	5,522.36
	ANNUAL	48,866.74	50,763.18	52,733.46	54,780.18	56,906.20	59,114.90	61,409.14	63,792.56	66,268.28

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
HORTICULTURIST	HOURLY	27.5177	28.5116	29.5414	30.6083	31.7139	32.8593	34.0461	35.2758	36.5499
4020	BIWEEKLY	2,201.42	2,280.93	2,363.31	2,448.66	2,537.11	2,628.74	2,723.69	2,822.06	2,923.99
	MONTHLY	4,769.74	4,942.02	5,120.51	5,305.43	5,497.07	5,695.60	5,901.33	6,114.46	6,335.31
	ANNUAL	57,236.92	59,304.18	61,446.06	63,665.16	65,964.86	68,347.24	70,815.94	73,373.56	76,023.74

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
LIBR ASST I	HOURLY	21.6751	22.3735	23.0945	23.8387	24.6068	25.3997	26.2182	27.0630	27.9351
4025	BIWEEKLY	1,734.01	1,789.88	1,847.56	1,907.10	1,968.54	2,031.98	2,097.46	2,165.04	2,234.81
	MONTHLY	3,757.02	3,878.07	4,003.05	4,132.05	4,265.17	4,402.62	4,544.50	4,690.92	4,842.09
	ANNUAL	5,084.26	46,536.88	48,036.56	49,584.60	51,182.04	52,831.48	54,533.96	56,291.04	58,105.06

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
LIBR ASST II	HOURLY	22.8963	23.7618	24.6601	25.5923	26.5598	27.5638	28.6058	29.6871	30.8094
4028	BIWEEKLY	1,831.70	1,900.94	1,972.81	2,047.38	2,124.78	2,205.10	2,288.46	2,374.97	2,464.75
	MONTHLY	3,968.68	4,118.70	4,274.42	4,435.99	4,603.69	4,777.72	4,958.33	5,145.77	5,340.29
	ANNUAL	47,624.20	49,424.44	51,293.06	53,231.88	55,244.28	57,332.60	59,499.96	61,749.22	64,083.50

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK CMTR	HOURLY	23.6306	24.4041	25.2028	26.0277	26.8796	27.7594	28.6680	29.6064	30.5754
4040	BIWEEKLY	1,890.45	1,952.33	2,016.22	2,082.22	2,150.37	2,220.75	2,293.44	2,368.51	2,446.03
	MONTHLY	4,095.98	4,230.05	4,368.48	4,511.48	4,659.14	4,811.63	4,969.12	5,131.77	5,299.73
	ANNUAL	49,151.70	50,760.58	52,421.72	54,137.72	55,909.62	57,739.50	59,629.44	61,581.26	63,596.78

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK STRTS	HOURLY	22.5417	23.4032	24.2976	25.2262	26.1903	27.1913	28.2304	29.3094	30.4295
4045	BIWEEKLY	1,803.34	1,872.26	1,943.81	2,018.10	2,095.22	2,175.30	2,258.43	2,344.75	2,434.36
	MONTHLY	3,907.24	4,056.56	4,211.59	4,372.55	4,539.64	4,713.15	4,893.27	5,080.29	5,274.45
	ANNUAL	46,886.84	48,678.76	50,539.06	52,470.60	54,475.72	56,557.80	58,719.18	60,963.50	63,293.36

EXHIBIT B**AFSCME SALARY TABLES - FY 2023/2024
CEMETERY/PARKS/STREETS/LIBRARY**

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK PRKS	HOURLY	21.8742	22.7697	23.7018	24.6721	25.6821	26.7335	27.8279	28.9671	30.1530
4050	BIWEEKLY	1,749.94	1,821.58	1,896.14	1,973.77	2,054.57	2,138.68	2,226.23	2,317.37	2,412.24
	MONTHLY	3,791.54	3,946.76	4,108.30	4,276.50	4,451.57	4,633.81	4,823.50	5,020.97	5,226.52
	ANNUAL	45,498.44	47,361.08	49,299.64	51,318.02	53,418.82	55,605.68	57,881.98	60,251.62	62,718.24

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK WTRPK	HOURLY	21.8742	22.7697	23.7018	24.6721	25.6821	26.7335	27.8279	28.9671	30.1530
4051	BIWEEKLY	1,749.94	1,821.58	1,896.14	1,973.77	2,054.57	2,138.68	2,226.23	2,317.37	2,412.24
	MONTHLY	3,791.54	3,946.76	4,108.30	4,276.50	4,451.57	4,633.81	4,823.50	5,020.97	5,226.52
	ANNUAL	45,498.44	47,361.08	49,299.64	51,318.02	53,418.82	55,605.68	57,881.98	60,251.62	62,718.24

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
SR EQUIP OPR STR	HOURLY	25.9567	26.9558	27.9933	29.0708	30.1898	31.3518	32.5586	33.8118	35.1132
4055	BIWEEKLY	2,076.54	2,156.46	2,239.46	2,325.66	2,415.18	2,508.14	2,604.69	2,704.94	2,809.06
	MONTHLY	4,499.17	4,672.33	4,852.16	5,038.93	5,232.89	5,434.30	5,643.50	5,860.70	6,086.30
	ANNUAL	53,990.04	56,067.96	58,225.96	60,467.16	62,794.68	65,211.64	67,721.94	70,328.44	73,035.56

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
SR MAIN WRK STR	HOURLY	25.7821	26.7572	27.7692	28.8195	29.9095	31.0407	32.2147	33.4331	34.6976
4060	BIWEEKLY	2,062.57	2,140.58	2,221.54	2,305.56	2,392.76	2,483.26	2,577.18	2,674.65	2,775.81
	MONTHLY	4,468.90	4,637.92	4,813.34	4,995.38	5,184.31	5,380.40	5,583.89	5,795.08	6,014.26
	ANNUAL	53,626.82	55,655.08	57,760.04	59,944.56	62,211.76	64,564.76	67,006.68	69,540.90	72,171.06

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
TRAFFIC SIG TECH	HOURLY	27.7150	28.6364	29.5884	30.5721	31.5884	32.6386	33.7236	34.8448	36.0032
4070	BIWEEKLY	2,217.20	2,290.91	2,367.07	2,445.77	2,527.07	2,611.09	2,697.89	2,787.58	2,880.26
	MONTHLY	4,803.93	4,963.64	5,128.65	5,299.17	5,475.32	5,657.36	5,845.43	6,039.76	6,240.56
	ANNUAL	57,647.20	59,563.66	61,543.82	63,590.02	65,703.82	67,888.34	70,145.14	72,477.08	74,886.76

EXHIBIT C

AFSCME SALARY TABLES - FY 2024/2025
CEMETERY/PARKS/STREETS/LIBRARY

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
FL SRV MECHANIC	HOURLY	27.2064	28.3303	29.5006	30.7193	31.9883	33.3097	34.6857	36.1186	37.6106
4005	BIWEEKLY	2,176.51	2,266.42	2,360.05	2,457.54	2,559.06	2,664.78	2,774.86	2,889.49	3,008.85
	MONTHLY	4,715.77	4,910.58	5,113.44	5,324.67	5,544.63	5,773.69	6,012.20	6,260.56	6,519.18
	ANNUAL	56,589.26	58,926.92	61,361.30	63,896.04	66,535.56	69,284.28	72,146.36	75,126.74	78,230.10

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
EQUIP OPER STR	HOURLY	24.1984	25.1376	26.1132	27.1267	28.1795	29.2732	30.4093	31.5896	32.8156
4010	BIWEEKLY	1,935.87	2,011.01	2,089.06	2,170.14	2,254.36	2,341.86	2,432.74	2,527.17	2,625.25
	MONTHLY	4,194.39	4,357.19	4,526.30	4,701.97	4,884.45	5,074.03	5,270.94	5,475.54	5,688.04
	ANNUAL	50,332.62	52,286.26	54,315.56	56,423.64	58,613.36	60,888.36	63,251.24	65,706.42	68,256.50

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
HORTICULTURIST	HOURLY	28.3433	29.3670	30.4277	31.5266	32.6653	33.8451	35.0675	36.3341	37.6464
4020	BIWEEKLY	2,267.46	2,349.36	2,434.22	2,522.13	2,613.22	2,707.61	2,805.40	2,906.73	3,011.71
	MONTHLY	4,912.83	5,090.28	5,274.14	5,464.62	5,661.98	5,866.49	6,078.37	6,297.92	6,525.37
	ANNUAL	58,953.96	61,083.36	63,289.72	65,575.38	67,943.72	70,397.86	72,940.40	75,574.98	78,304.46

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
LIBR ASST I	HOURLY	22.3253	23.0447	23.7873	24.5538	25.3450	26.1617	27.0048	27.8750	28.7732
4025	BIWEEKLY	1,786.02	1,843.58	1,902.98	1,964.30	2,027.60	2,092.94	2,160.38	2,230.00	2,301.86
	MONTHLY	3,869.71	3,994.42	4,123.12	4,255.98	4,393.13	4,534.70	4,680.82	4,831.67	4,987.36
	ANNUAL	46,436.52	47,933.08	49,477.48	51,071.80	52,717.60	54,416.44	56,169.88	57,980.00	59,848.36

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
LIBR ASST II	HOURLY	23.5831	24.4349	25.3175	26.2319	27.1794	28.1611	29.1782	30.2321	31.3241
4028	BIWEEKLY	1,886.65	1,954.79	2,025.40	2,098.55	2,174.35	2,252.89	2,334.26	2,418.57	2,505.93
	MONTHLY	4,087.74	4,235.38	4,388.37	4,546.86	4,711.09	4,881.26	5,057.56	5,240.24	5,429.52
	ANNUAL	49,052.90	50,824.54	52,660.40	54,562.30	56,533.10	58,575.14	60,690.76	62,882.82	65,154.18

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK CMTR	HOURLY	24.3395	25.3359	26.3731	27.4528	28.5766	29.7465	30.9643	32.2319	31.4926
4040	BIWEEKLY	1,947.16	2,026.87	2,109.85	2,196.22	2,286.13	2,379.72	2,477.14	2,578.55	2,519.41
	MONTHLY	4,218.85	4,391.55	4,571.34	4,758.48	4,953.28	5,156.06	5,367.14	5,586.86	5,458.72
	ANNUAL	50,626.16	52,698.62	54,856.10	57,101.72	59,439.38	61,872.72	64,405.64	67,042.30	65,504.66

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK STRTS	HOURLY	23.2179	24.1052	25.0265	25.9830	26.9760	28.0070	29.0774	30.1886	31.3424
4045	BIWEEKLY	1,857.43	1,928.42	2,002.12	2,078.64	2,158.08	2,240.56	2,326.19	2,415.09	2,507.39
	MONTHLY	4,024.43	4,178.24	4,337.93	4,503.72	4,675.84	4,854.55	5,040.08	5,232.70	5,432.68
	ANNUAL	48,293.18	50,138.92	52,055.12	54,044.64	56,110.08	58,254.56	60,480.94	62,792.34	65,192.14

EXHIBIT C

AFSCME SALARY TABLES - FY 2024/2025
CEMETERY/PARKS/STREETS/LIBRARY

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK PRKS	HOURLY	22.5304	23.3915	24.2855	25.2136	26.1772	27.1777	28.2164	29.2947	31.0576
4050	BIWEEKLY	1,802.43	1,871.32	1,942.84	2,017.09	2,094.18	2,174.22	2,257.31	2,343.58	2,484.61
	MONTHLY	3,905.27	4,054.53	4,209.49	4,370.36	4,537.39	4,710.81	4,890.84	5,077.76	5,383.32
	ANNUAL	46,863.18	48,654.32	50,513.84	52,444.34	54,448.68	56,529.72	58,690.06	60,933.08	64,599.86

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK WTRPK	HOURLY	22.5304	23.3915	24.2855	25.2136	26.1772	27.1777	28.2164	29.2947	31.0576
4051	BIWEEKLY	1,802.43	1,871.32	1,942.84	2,017.09	2,094.18	2,174.22	2,257.31	2,343.58	2,484.61
	MONTHLY	3,905.27	4,054.53	4,209.49	4,370.36	4,537.39	4,710.81	4,890.84	5,077.76	5,383.32
	ANNUAL	46,863.18	48,654.32	50,513.84	52,444.34	54,448.68	56,529.72	58,690.06	60,933.08	64,599.86

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
SR EQUP OPR STR	HOURLY	26.7355	27.7646	28.8332	29.9430	31.0955	32.2924	33.5353	34.8261	36.1666
4055	BIWEEKLY	2,138.84	2,221.17	2,306.66	2,395.44	2,487.64	2,583.39	2,682.82	2,786.09	2,893.33
	MONTHLY	4,634.15	4,812.54	4,997.76	5,190.12	5,389.89	5,597.35	5,812.78	6,036.53	6,268.88
	ANNUAL	55,609.84	57,750.42	59,973.16	62,281.44	64,678.64	67,168.14	69,753.32	72,438.34	75,226.58

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
SR MAIN WRK STR	HOURLY	26.5555	27.5599	28.6022	29.6840	30.8067	31.9719	33.1811	34.4361	35.7385
4060	BIWEEKLY	2,124.44	2,204.79	2,288.18	2,374.72	2,464.54	2,557.75	2,654.49	2,754.89	2,859.08
	MONTHLY	4,602.95	4,777.05	4,957.72	5,145.23	5,339.84	5,541.79	5,751.40	5,968.93	6,194.67
	ANNUAL	55,235.44	57,324.54	59,492.68	61,742.72	64,078.04	66,501.50	69,016.74	71,627.14	74,336.08

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
TRAFFIC SIG TECH	HOURLY	28.5465	29.4955	30.4761	31.4893	32.5361	33.6178	34.7354	35.8901	37.0833
4070	BIWEEKLY	2,283.72	2,359.64	2,438.09	2,519.14	2,602.89	2,689.42	2,778.83	2,871.21	2,966.66
	MONTHLY	4,948.06	5,112.55	5,282.53	5,458.14	5,639.60	5,827.08	6,020.80	6,220.96	6,427.76
	ANNUAL	59,376.72	61,350.64	63,390.34	65,497.64	67,675.14	69,924.92	72,249.58	74,651.46	77,133.16

RESOLUTION 2022-314

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 Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO (AFSCME) and

WHEREAS, representatives of the City and AFSCME met to negotiate a labor agreement, and

WHEREAS, the City reached an agreement with AFSCME 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 Nebraska Public Employees, Local 251 of the American Federation of State, County and Municipal Employees, AFL-CIO for the period of October 23, 2022 through September 30, 2025.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on October 25, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2022	☐ City Attorney



City of Grand Island

Tuesday, October 25, 2022

Council Session

Item J-1

Approving Payment of Claims for the Period of October 12, 2022 through October 25, 2022

The Claims for the period of October 12, 2022 through October 25, 2022 for a total amount of \$8,584,104.34. A MOTION is in order.

Staff Contact: Patrick Brown