
City of Grand Island



Tuesday, September 9, 2014
Council Session Packet

City Council:

Linna Dee Donaldson
John Gericke
Peg Gilbert
Chuck Haase
Julie Hehnke
Kent Mann
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Mark Stelk

Mayor:

Jay Vavricek

City Administrator:

Mary Lou Brown

City Clerk:

RaNae Edwards

7:00 PM
Council Chambers - City Hall
100 East 1st Street

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, September 9, 2014

Council Session

Item C-1

Recognition of Patriot Day, September 11, 2014

Patriot Day is an annual observance on September 11 to remember those who were injured or died during the terrorist attacks in the United States on September 11, 2001. The Fire Department Honor Guard will present the flags in recognition of Patriot Day.

Staff Contact: Mayor Jay Vavricek



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item D-1

#2014-BE-3 - Consideration of Determining Benefits for Downtown Business Improvement District 2013

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: September 9, 2014

Subject: Determining Benefits for Downtown Business Improvement District 2013, Downtown and Approving the Assessments

Item #'s: D-1 & F-4

Presenter(s): Jaye Monter, Finance Director

Background

On August 13, 2013, the City Council adopted Ordinance No. 9435 that created Downtown Improvement District 2013 for a period of five years. The 2014-2015 Budget provides for special assessments on land and real property in the District as of January 1, 2014 in the amount of \$.292230 per \$100 of real property. The total taxable value of \$31,721,429 provides for assessments of \$92,699.52.

Discussion

The City Council, in its capacity as the Board of Equalization, is required to determine the benefits of the District and take action on the assessments as provided for in the associated Ordinance. The assessment for owner-occupied properties is originally based on 100% of the assessed value. City code section 13-95(C) states Council may lower the amount of assessment for owner-occupied properties. The Resolution and Ordinance (A), as prepared, as well as the taxable value and assessment amount above reduce the assessment to 70% for those properties where evidence has been presented that the property is owner-occupied. The following twelve property owners filed proper documentation with the Finance Department for the 30% eligible reduction.

October 1, 2014						
Letters from property owners of Downtown BID 2013 requesting 30% reduction in Valuation.						
Parcel ID	Name	Address	Current Taxable Valuation	Reduced Taxable Valuation	100% Assessed amount	70% Assessed amount
400143534	Stephanie A Shaw	123 N Locust #603	39,874	27,912	116.52	81.56
400143828	Jeremy S Gillam	123 N Locust #1003	32,653	22,857	95.42	66.79
400042592	Cecilia B Royle	112 W Charles St	55,534	38,874	162.29	113.60
400005581	David J Parmley	206 N Locust St	95,319	66,723	278.55	194.99
400143704	Wendy Alexander	123 N Locust #805	34,453	24,117	100.68	70.48
400143712	Jack L Nelson	123 N Locust #806	22,488	15,742	65.72	46.00
400143836	Diana Whitehead	123 N Locust #1004	63,093	44,165	184.38	129.07
400143763	Tammy L Dizmang	123 N Locust #905	34,473	24,131	100.74	70.52
400143755	Ann C Atkins	123 N Locust #904	48,108	33,676	140.59	98.41
400081075	Pedro Fernandez	721 W 1st ST	112,984	79,089	330.17	231.12
400143429	Eric Luce	123 N. Locust #501	36,602	25,621	106.96	74.87
400005247	Thomas & Lois Nielsen	301 W 3rd	136,494	95,546	398.88	279.22
		Totals	712,075	498,453	2,080.90	1,456.63

Alternatives

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

1. Approve the benefits for the District and related assessments represented in Resolution and Ordinance (A) documents, 70%, \$92,075.25.
2. Approve the benefits for the District and related assessments represented in Resolution and Ordinance (B) documents, 100%, \$92,699.52.
3. Deny the benefits and assessments.

Recommendation

City Administration recommends that the Council approve the benefits of Downtown Business Improvement District 2013 and related assessments in Ordinance (A).

Sample Motion

Board of Equalization: Move to approve the benefits accruing to Downtown Business Improvement District 2013 as presented.

Ordinance: Move to approve the assessments as provided for in the related Ordinance (A).

R E S O L U T I O N 2014-BE-3 (A)

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Downtown Business Improvement District 2013, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$92,075.25; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within Downtown Business Improvement District 2013, such benefits are the sums set opposite the several descriptions as follows:

Name	Description	Assessment
Tallgrass Interstate Gas Transmission LLC	Centrally Assessed	17.30
Sourcegas Distribution LLC	Centrally Assessed	-
Northwestern Corporation	Centrally Assessed	3,170.55
Windstream Nebraska Inc	Centrally Assessed	-
Qwest Corporation	Centrally Assessed	2,527.26
AT & T Communications	Centrally Assessed	23.45
AT & T Mobility LLC	Centrally Assessed	17.76
NE Colorado Cellular Inc	Centrally Assessed	57.87
Sprint Nextel Wireless	Centrally Assessed	7.35
Uscoc Of Nebraska/Kansas LLC	Centrally Assessed	1,194.47
City of Grand Island	Original Town To The City Of Grand Island All Blks 52 & 53 & Pt Vac Kimball Ave	-
Bandasack/Chanh & Siphanh	Original Town N 100.5' E 2/3 Lt 1 Blk 54	285.69
Bandasack/Chanh & Siphanh	Original Town S 31.9' E 2/3 Of Lt 1 Blk 54	68.62
Wing Properties Inc	Original Town W 1/3 Lt 1 Blk 54	22.74
Norris/R Dennis & Patricia A	Original Town Lt 2 Blk 54	553.38
City of Grand Island	Original Town To The City Of Grand Island Lt 3 Blk 54	-
City of Grand Island	Original Town To The City Of Grand Island Lt 4 Blk 54	-
Wayne/John W & Teresa A	Original Town N 1/2 W 2/3 Lt 6 & N 1/2 Lt 5 Blk 54	455.43
Katrouzos/Gus G	Original Town S 60' W 1/3 Lt 5 Blk 54	83.57
Katrouzos/Gus G	Original Town S 60' W 16' E 2/3 Lt 5 Blk 54	68.18

Approved as to Form ✕ _____ September 5, 2014 ✕ City Attorney
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RESOLUTION 2014-BE-3 (A)

Edwards Building Corp	Original Town E 28' S 1/2 Lt 5 & N 6' W 38' S 1/2 Lt 5 Blk 54	78.73
Edwards Building Corp	Original Town W 22' S 1/2 Lt 6 Blk 54	62.85
Norris/R Dennis & Patricia A	Original Town E 22' W 44' S 1/2 & E 22' Lt 6 Blk 54	379.05
Norris/R Dennis & Patricia A	Original Town W 1/3 Lt 7 Blk 54	304.45
Norris/R Dennis & Patricia A	Original Town C 1/3 Lt 7 Blk 54	296.39
Wing Properties Inc	Original Town Lt 8 & E 1/3 Of Lt 7 xc 15' X 15' X 15' Sold To City Blk 54	725.83
Nathan Detroit Inc	Original Town N 1/2 Lt 1 Blk 55	472.87
Nathan Detroit's	Original Town N 44' Of S 1/2 Lt 1 Blk 55	315.79
Irvine/Virginia	Original Town S 22' Lt 1 Blk 55	97.26
City of Grand Island	Original Town To The City Of Grand Island E 1/2 Lt 3 & All Lt 2 Blk 55	-
City of Grand Island	Original Town To The City Of Grand Island N 1/2 W 1/2 Lt 3 & N 1/2 Lt 4 Blk 55	-
Hoetfelker/Russell L	Original Town S 1/2 W 1/2 Lt 3 & S 1/2 Lt 4 Blk 55	364.78
Downtown Center LLC	Original Town N 67.5' Lt 5 Blk 55	49.42
Armstrong/Matthew & Janelle	Original Town N 20' S 64.5' Lt 5 Blk 55	114.47
Erives Enterprises LLC	Original Town S 44.5' Lt 5 Blk 55	377.15
Famos Construction Inc	Original Town W 2/3 Lt 6 Blk 55	345.48
Campos/Arthur V & Jeanene	Original Town E 1/3 Lt 6 Blk 55	140.58
Prairie Winds Art Center Inc	Original Town W 1/3 Lt 7 Blk 55	219.75
Merchen/Terrence R	Original Town E 2/3 Lt 7 Blk 55	824.64
T W Ziller Properties LLC	Original Town W 1/3 Lt 8 Blk 55	154.28
T W Ziller Properties LLC	Original Town C 1/3 Lt 8 Blk 55	154.59
T W Ziller Properties LLC	Original Town E 1/3 Lt 8 Blk 55	436.16
Downtown Center LLC	Original Town N 68' Lt 1 & All Lt 2 & E 1/2 Lt 3 Blk 56	166.06
Downtown Center LLC	Original Town N 22' S 42' & W 6' S 20' Lt 1 Blk 56	14.89
Downtown Center LLC	Original Town N 22' S 64' Lt 1 Blk 56	13.76
Downtown Center LLC	Original Town S 20' E 60' Lt 1 Blk 56	11.37
City of Grand Island	Original Town To The City Of Grand Island All Lt 4 & W 1/2 Lt 3 Blk 56	-
Mayhew/Carl & Susan A	Original Town W 1/3 Lt 5 Blk 56	269.20
Phengmarath/Nalinh	Original Town E 2/3 Lt 5 Blk 56	437.96

RESOLUTION 2014-BE-3 (A)

Pohl/Helen E & James A	Original Town Lt 6 Blk 56	316.80
Johnson/Duane A & Dee Ann	Original Town Lt 7 Blk 56	360.79
Downtown Center LLC	Original Town Lt 8 Blk 56	4,767.13
City of Grand Island Park Lot	Original Town To The City Of Grand Island N 1/2 Lt 1 & All Lts 2-3 & 4 Blk 57	-
J & B Rentals LLC	Ziller Sub Lt 1	577.60
The Grand Foundation, Inc	Original Town To The City Of Grand Island E 2/3 Lt 6 Blk 57	-
Jeo Building Company	Original Town Lt 7 Blk 57	908.02
Overland Building Corp	Original Town Lt 8 Blk 57	1,119.53
Firstier Bank National Assoc	Original Town Lts 1 & 2 Blk 58	312.22
Firstier Bank National Assoc	Original Town N 1/2 Lt 4 & N 1/2 Lt 3 Blk 58	112.58
Firstier Bank National Assoc	Original Town Lt 5 & W 22' Lt 6 Blk 58	1,538.94
Firstier Bank National Assoc	Original Town S 1/2 Lt 3 & S 1/2 Lt 4 Blk 58	119.52
Stelk/Mark D	Jensen Sub Lt 1	149.41
Calderon/Eliseo & Jessica	Original Town W 1/3 Lt 7 Blk 58	231.04
Lindner-Bombeck Trustee/Marilyn A	Original Town C 1/3 Lt 7 Blk 58	312.12
Galvan/Jesus G & Victoria	Prensa Latina Sub Lt 1	99.38
Calderon/Eliseo & Jessica	Prensa Latina Sub Lt 2	100.31
Stelk/Mark D	Prensa Latina Sub Lt 4	311.01
Stelk/Mark D & Wanda L	Prensa Latina Sub Lt 3	385.12
Mead Building Centers	Original Town N 102.5' Lt 1 & All Lt 2 Blk 59	274.92
H & H Land Co	Original Town S 29.5' Lt 1 Blk 59	18.44
Mead Building Centers	Original Town S 99' Lt 4 & All Lt 3 Blk 59	260.06
Mead Building Centers	Original Town N 33' Lt 4 Blk 59	140.06
Berta/Gary & Billie	Original Town Lt 5 Blk 59	547.54
Wagoner/Michael R & Lorna D	Original Town E 23' W 46' Lt 6 Blk 59	177.72
Gerdes/Larry C & Mary Ann	Original Town W 23' Lt 6 Blk 59	176.79
Berta/Gary J & Billie J	Original Town E 20' Lt 6 & W 1/2 Lt 7 Blk 59	17.53
H & H Land Co	Original Town W 22' E 1/2 Lt 7 Blk 59	174.63
H & H Land Co	Original Town E 11' Lt 7 & All Lt 8 Blk 59	502.82
CKP LLC	Original Town Lts 1 & 2 Blk 60	485.86
CKP LLC	Original Town Lt 3 Blk 60	119.78
Business Properties	Original Town Lt 4 Blk 60	288.33

RESOLUTION 2014-BE-3 (A)

618 W 3rd St LLC	Original Town Lts 5 & 6 Blk 60	711.48
Alexander Enterprises LLC	Original Town Lts 7 & 8 Blk 60	547.48
Abjal LLC	Original Town Lts 1 & 2 Blk 61	1,009.31
Abjal LLC	Original Town Lts 3 & 4 Blk 61	829.56
Junebug2 LLC	Original Town Lt 5 Blk 61	680.92
Hansen Properties LLC	Original Town Lts 6-7 & 8 Blk 61	782.40
D & A Investments LLC	Original Town S 44' Lt 1 Blk 62	188.34
D & A Investments LLC	Original Town N 88' Lt 1 Blk 62	496.87
D & A Investments LLC	Original Town Lt 2 Blk 62	281.97
Northwestern Public Service Company	Original Town To The City Of Grand Island S 66' Lt 4 & N 66' E 57' Lt 3 & S 66' Lt 3 Blk 62	-
DMBG Investments LLC	Original Town N 66' W 9' Lt 3 & N 66' Lt 4 Blk 62	150.28
Moreno/Vincent A	Original Town S 1/2 W 50' Lt 5 Blk 62	90.34
Midwest Premier Investments LLC	Original Town N 1/2 W 50' Lt 5 Blk 62	253.19
Vogel Enterprises Ltd An IA Corp	Original Town E 16' Lt 5 & W 1/2 Lt 6 Blk 62	61.11
Vogel Enterprises Ltd An IA Corp	Original Town E 1/2 Lt 6 & W 1/2 Lt 7 Blk 62	365.81
Wardens & Vestrymen of St Stephen's	Original Town To The City Of Grand Island E 1/2 Lt 7 & All Lt 8 Blk 62	-
Old Sears Development Inc	Original Town Lts 1 & 2 Blk 63	1,105.46
Old Sears Development Inc	Original Town E 2/3 Lt 3 Blk 63	354.50
Masonic Templecraft Asso of GI	Original Town W 1/3 Lt 3 & E 1/3 Lt 4 Blk 63	-
Centro Cristiano Internacional	Original Town To The City Of Grand Island W 2/3 Lt 4 Blk 63	-
Wardens & Vestrymen of St Stephens	St. Stephens Sub To The City Of Grand Island Lt 1	-
Wardens & Vestry St Stephens	St. Stephens Sub To The City Of Grand Island Lt 2	-
Hack/Monte C & Sheri S	Original Town S 88' Lt 8 Blk 63	388.01
G I Fed Of Labor/Bldg Assn Inc	Original Town To The City Of Grand Island N 44' Lt 8 Blk 63	-
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 1 Blk 64	279.22
Hand/Craig C	Original Town C 1/3 Lt 1 Blk 64	146.97
Cosrec LLC	Original Town W 1/3 Lt 1 Blk 64	188.59
Pham/Tammy	Original Town E 44' Lt 2 Blk 64	263.74

RESOLUTION 2014-BE-3 (A)

Walsh/Ivan P & Sharon L	Original Town W 1/3 Lt 2 Blk 64	200.61
Double S Properties LLC	Original Town E 1/3 Lt 3 Blk 64	183.30
Saria E/Jose Isidro	Original Town W 2/3 Lt 3 Blk 64	163.35
Gerdes/Galen E & Tamera M	Original Town Lt 4 Blk 64	866.41
City of Grand Island	Original Town To The City Of Grand Island Lt 5 Blk 64	-
City of Grand Island	Original Town To The City Of Grand Island Lts 6 & 7 Blk 64	-
Wagoner/Lorna	Original Town N 22' Lt 8 Blk 64	175.95
Taylor/Terry N & Susan M	Original Town S 1/2 N 1/3 Lt 8 Blk 64	172.10
Shehein/E Lavern & Donna R	Original Town N 44' S 88' Lt 8 Blk 64	179.20
City of Grand Island	Original Town To The City Of Grand Island S 44' Lt 8 Blk 64	-
Edwards Building Corp	Original Town Lt 1 Blk 65	211.33
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 2 Blk 65	161.90
Swanson/Constance K	Original Town C 1/3 Lt 2 Blk 65	152.62
Archway Partnership	Original Town W 1/3 Lt 2 Blk 65	239.70
Bartenbach Real Estate, LLC	Original Town E 1/3 Lt 3 Blk 65	158.14
Iglesia Evangelica Pentecostes	Original Town To The City Of Grand Island C 1/3 Lt 3 Blk 65	-
Brown/Janelle L A	Original Town W 1/3 Lt 3 Blk 65	138.61
Hoffer/Allen & Linda	Original Town E 1/3 Lt 4 Blk 65	279.59
Lambrecht/Harriet K	Original Town W 2/3 Lt 4 Blk 65	174.55
J & B Rentals LLC	Original Town S 44' N 1/2 Lt 5 Blk 65	226.76
Taylor/Terry N & Susan M	Original Town N 22' Lt 5 Blk 65	132.63
J O Enterprises Inc	Original Town S 1/2 Lt 5 Blk 65	282.17
J & B Rentals LLC	Original Town W 1/3 Lt 6 Blk 65	86.46
T W Ziller Properties LLC	Original Town E 2/3 Lt 6 Blk 65	165.53
T W Ziller Properties LLC	Original Town W 1/2 Lt 7 Blk 65	160.45
C & S Group LLC	Original Town N 55' E 1/2 Lt 7 & N 55' Lt 8 Blk 65	49.11
C & S Group LLC	Original Town Pt W 18.9' E 1/2 Lt 7 & N 29.9' E 14.1' Lt 7 & W 29' Of C 22' Of E 1/2 Lt 7 & N 29.9' Of S 55' Lt 8 xc N 6' S 31.1' E 40' Lt 8 Blk 65	169.59
Parmley/David J	Original Town C 22' E 4' Lt 7 & C 22' Lt 8 Blk 65	194.99
C & S Group LLC	Original Town S 25.1' E 14.1' Lt 7 & S 25.1' Lt 8 & N 6' S 31.1' E 40' Lt 8 Blk 65	218.92

RESOLUTION 2014-BE-3 (A)

Garcia/Juan F & Maria Dejesus	Original Town Lts 1 & 2 Blk 66	618.66
Garcia/Maria De Jesus	Original Town W 2/3 Lt 3 xc W 17.5' Of S 44' Blk 66	248.30
Vipperman/John Fredrick	Original Town E 1/3 Lt 3 Blk 66	226.00
Duda/James G	Original Town N 88' E 1/3 Lt 4 Blk 66	232.37
Wing Properties Inc	Original Town N 88' C 1/3 Lt 4 Blk 66	288.43
Jerke/Kristopher	Original Town N 80' W 1/3 Lt 4 Blk 66	233.76
Anson Investment & Development	Original Town W 17 1/2' S 44' Lt 3 & N 8' S 52' W 22' & S 44' Lt 4 Blk 66	291.22
Bartenbach Real Estate, LLC	Original Town W 1/3 Lt 6 & All Lt 5 Blk 66	512.89
Bartenbach Real Estate, LLC	Original Town E 2/3 Lt 6 & W 1/3 Lt 7 Blk 66	266.83
Keeshan/James E & Mary Ann	Original Town E 2/3 Lt 7 Blk 66	271.46
Procon Management Inc	Old City Hall Condominium Property Regime Unit 001 (Basement)	129.60
City of Grand Island	Original Town To The City Of Grand Island N 1/2 Blk 67	-
Plaza Square Development LLC	Original Town S 1/2 Blk 67	1,504.63
City of Grand Island	Original Town To The City Of Grand Island E 1/3 Lt 2 & All Lt 1 Blk 68	-
S & V Investments LLC	SV Sub Lt 1	1,773.51
Plaza Square A Partnership	Original Town W 22' Lt 6 & All Lt 5 Blk 68	135.29
Smith/Jonathan M	Original Town W 6' Lt 7 & E 2/3 Lt 6 Blk 68	254.85
Smith/Jonathan M	Original Town E 60' Lt 7 Blk 68	258.31
Plate/Tim C	Original Town Lt 8 Blk 68	234.96
Westerby/Douglas & Mikaela	Original Town Lt 1 Blk 77	82.10
201 E 2nd LLC	Original Town Lt 2 Blk 77	68.21
201 E 2nd LLC	Original Town Lts 3 & 4 Blk 77	1,517.05
City of Grand Island	Original Town To The City Of Grand Island Lts 5-6-7-8 Blk 77	-
City of Grand Island	Original Town To The City Of Grand Island All Blk 78 & Vacated Alley	-
Equitable Bldg & Loan Assn	Original Town Lt 1 Blk 79	347.60
Equitable Bldg & Loan Assn	Original Town Lt 2 Blk 79	103.77
Equitable Bldg & Loan Assn	Original Town S 44' Lt 3 & S 44' Lt 4 Blk 79	1,379.94
Equitable Bldg & Loan Assn	Original Town N 26' 10.5 Lt 8 Blk 79	26.63

RESOLUTION 2014-BE-3 (A)

Equitable Bldg & Loan Assn	Original Town S 17' 1.5 N 44' Lt 8 Blk 79	15.27
Equitable Bldg & Loan Assn	Original Town S 88' Lt 8 Blk 79	92.44
O'Neill/Joseph P	Original Town E 22' Lt 4 & W 22' Lt 3 Blk 80	181.46
O'Neill/Joseph P	Original Town W 44' Lt 4 Blk 80	131.15
Northwestern Bell Tele Co	Original Town To The City Of Grand Island Lts 5-6-7 Blk 80	-
Northwestern Bell Tele Co	Original Town To The City Of Grand Island N 44' Lt 8 Blk 80	-
Huston/David C	Original Town C 1/3 Lt 8 Blk 80	351.69
Federal Bldg	Original Town To The City Of Grand Island Lts 1-2 & E 44' Lt 3 Blk 80	-
Mitchell/Derek L & Ruth E	Original Town S 44' Lt 8 Blk 80	244.55
Victory Bible Fellowship of The	Original Town To The City Of Grand Island Lt 1 Blk 81	-
Grand Island Area Chamber of Commerce	Original Town To The City Of Grand Island E 2/3 Lt 2 Blk 81	-
Trampe/Ronald E & Sharon R	Original Town W 1/3 Lt 2 Blk 81	155.88
Kansas NE Assoc of Seventh Day	Original Town To The City Of Grand Island E 1/3 Lt 3 Blk 81	-
Encinger Enterprises LLC	Original Town C 1/3 Lt 3 Blk 81	245.03
Krauss Enterprises LLC	Original Town W 1/3 Lt 3 & All 4 Blk 81	465.43
Walnut Street Partnership	Original Town Lt 5 Blk 81	437.34
Walnut Street Partnership	Original Town Lt 6 Blk 81	177.69
Wheeler Street Partnership	Original Town Lt 7 & S 2/3 Lt 8 Blk 81	878.61
Wheeler Street Partnership	Original Town N 1/3 Lt 8 Blk 81	248.33
Grand Island Independent	Original Town Lt 1 & Pt Vac Alley Blk 82	83.80
Grand Island Independent	Original Town Lt 2 & Pt Vac Alley Blk 82	289.94
Grand Island Independent	Original Town Lt 3 & Pt Vac Alley Blk 82	83.80
Grand Island Independent	Original Town Lt 4 & Pt Vac Alley Blk 82	182.27
Grand Island Independent	Original Town Lts 5-6-7-8 & Pt Vac Alley Blk 82	2,741.27
Grand Island Hospitality LLC	Original Town Lts 1 & 2 Blk 83	389.08
Jomida Inc A NE Corp	Original Town Lts 3 & 4 Blk 83	995.80
Calderon/Eliseo & Jessica	Original Town N 60.35' Lt 5 Blk 83	166.95
J & B Rentals LLC	Original Town S 71.65' Lt 5 Blk 83	180.67
Mateo P/Tomas	Original Town W 2/3 Lt 6 Blk 83	249.04
Perez/Sylvia	Original Town E 1/3 Lt 6 & All Lt 7 Blk 83	285.58
Wooden/Michael & Sonya	Original Town E 41' N 28' Lt 8 Blk 83	133.44

RESOLUTION 2014-BE-3 (A)

Wooden/Michael & Sonya	Original Town Pt N 1/3 & S 2/3 Lt 8 Blk 83~	193.87
City of Grand Island	Original Town To The City Of Grand Island All Blk 84	-
Gatzemeyer/Frances Mae	Original Town Lt 1 Blk 85	496.81
Gatzemeyer/Frances Mae	Original Town Lt 2 Blk 85	186.89
Contryman & Asso Prop	Original Town Lts 3 & 4 Blk 85	474.36
Grand Island Liederkrantz	Original Town Pt Lts 1-2-3 & 4 Blk 87	294.61
City of Grand Island	Original Town To The City Of Grand Island All Blk 88	-
Dodge & Elk Park Lots	Original Town To The City Of Grand Island Pt Blk 89	-
Enviro-Clean Contractors Inc	Original Town N 60' Fr Lts 1 & 2 & N 60' Of E 24' Of Lt 3 Blk 89	319.43
Hall Co	Original Town To The City Of Grand Island Strip 8' X 66' & Pt Lt 8 Blk 91	-
Dominick/Audrey	Original Town E 6' N 103' E 37' S 29' Lt 2 & All Lt 1 Blk 92	28.78
City of Grand Island	Original Town To The City Of Grand Island Lt 2 xc E 6' N 103' & E 37' S 29' Lt 2 Blk 92	-
City of Grand Island	Original Town To The City Of Grand Island E 50' Lt 3 Blk 92	-
City of Grand Island	Original Town To The City Of Grand Island W 16' Lt 3 & All Lt 4 Blk 92	-
Emery/Gregory D & Charlene A	Campbell's Sub E 51' 8 Lts 1-2-3	89.03
Wagoner/Lorna	Campbell's Sub W 75' 4 Lts 1-2-3	276.50
Hastings Grain Inspection Inc	Campbell's Sub Lts 4-5-6 & N 10' Lt 7	165.62
Hastings Grain Inspection Inc	Campbell's Sub S 12' Lt 7 & All Lt 8	237.33
Two Brothers Inc	Campbell's Sub 32' X 127' Lt 9	217.21
Hill/David C	Campbell's Sub To The City Of Grand Island Lts 10-13	416.34
Hall Co	Court House Add To The City Of Grand Island Lt 1	-
Hall Co	Court House Add To The City Of Grand Island Lt 2	-
Hall Co	Court House Add To The City Of Grand Island Lt 3	-
Hall Co	Court House Add To The City Of Grand Island Lt 4	-

RESOLUTION 2014-BE-3 (A)

County of Hall Nebraska	Hann's Add To The City Of Grand Island N 31' Lt 2 & S 13.75' Lt 1 Blk 1~	-
County of Hall	Hann's Fourth Add To The City Of Grand Island Lt 2	-
Loeffler/Edward A & Jane A	Hann's Add N 14' Lt 3 & S 26' Lt 2 Blk 1~	293.60
Campbell/Hunter & Kathleen	Hann's Add N 7' Pt Lt 4 & S 43' Lt 3 Blk 1	263.81
Morfin/Miguel I Delamora	Hann's Add E 60' Of S 50' Of Lt 4 Blk 1~~	227.62
Campbell/Kathleen A	Hann's Add W 67' Of S 50' Of Lt 4 Blk 1~	126.62
County of Hall	Hann's Fourth Add To The City Of Grand Island Lt 1	-
Marsh Properties LLC	Hann's Second Add S 5' Of Lt 2 & All Lt 3 Blk 4	498.34
Williams/Casey J & Misti A	Hann's Fifth Sub Lt 2	185.27
Mueller/Robert J	Hann's Fifth Sub Lt 1	120.02
Two Brothers Inc	Hann's 3rd Add W 111' X 118' Blk 5	450.03
Rosales-Monzon/Carlos A	Hann's 3rd Add N 52.5' Of E 91.9' Of Blk 5	242.90
Royle/Cecilia B	Hann's 3rd Add E 56' Of W 174' Of Blk 5	113.60
Valenzuela/Linda L	Hann's 3rd Add S 58.5' Of E 91.9' Of Blk 5	234.33
Hoos Insurance Agency Inc	Railroad Add Lt 4 & Pt Vac St Blk 97	273.48
Sanchez/Filemon	Railroad Add N 1/2 Lt 1 Blk 98	22.24
Sanchez/Filemon	Railroad Add S 1/2 Lt 1 Blk 98	314.38
Carlson/Arvid C	Railroad Add Lt 2 Blk 98	114.89
Kuehner/Carolyn E	Railroad Add W 1/2 Lt 3 Blk 98	158.27
Schafer/Lee Ann G & Michael W	Railroad Add E 1/2 Lt 3 Blk 98	173.16
Plate/Tim C	Railroad Add N 86' Lt 4 Blk 98	92.44
Plate/Tim C	Railroad Add S 46' Lt 4 Blk 98	168.74
Plate/Tim C	Railroad Add Lt 5 Blk 98	563.22
Plate/Tim C	Railroad Add Lt 6 Blk 98	248.25
Benitez/Floriberto Sanchez	Railroad Add W 52' Lt 7 Blk 98	227.00
Sanchez/Filemon	Railroad Add E 14' Lt 7 & All Lt 8 Blk 98	448.75
Vaclavek/Lee Ann	Railroad Add Fr Lt 1 & Fr Lt 2 Blk 105	118.42
Fox Family LLC	Railroad Add Lt 3 Blk 105	209.57
Lazendorf Holdings Limited Partnership	Railroad Add Lt 4 Blk 105	376.21
Fox Family LLC	Railroad Add Lt 5 & Fr Lts 6 & 7 xc City Blk 105	1,087.74
Starkel/Jerid & Tracy	Railroad Add Lts 1 & 2 Blk 106	629.60
C & S Group LLC	Railroad Add Lt 3 Blk 106	207.09
Fernandez/Pedro	Railroad Add Lt 4 Blk 106	231.12

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Muffler Shop Inc/The	Railroad Add Lts 1 & 2 Blk 107	437.34
Muffler Shop Inc/The	Railroad Add Lts 3 & 4 Blk 107	180.90
Lane Home Improvement	Railroad Add S 2/3 Lt 5 Blk 107	58.54
Lane Home Improvement	Railroad Add N 1/3 Lt 5 Blk 107	55.40
Midwest Premier Investments LLC	Railroad Add Lt 6 Blk 107	286.72
Midwest Premier Investments LLC	Railroad Add Lt 7 xc N 60' Of E 22' & xc E 29.54' Of S 71.50' Blk 107	210.20
Janda DDS PC/David E	Railroad Add S 72' Lt 8 & E 29.54' Of S 71.50' Lt 7 Blk 107	312.71
Clinch/John & Barbara	Railroad Add N 60' Of E 22' Lt 7 & N 60' Lt 8 Blk 107	263.16
Fox/Richard & Marilyn	Railroad Add Lts 1 & 2 Blk 108	470.82
Williams/Casey & Misti	Railroad Add E 37' Lt 3 Blk 108	199.15
Douglas Bookkeeping Service Inc	Railroad Add W 29' Lt 3 & All Lt 4 Blk 108	572.82
Placke/Donald J & Janet L	Railroad Add S 88' Lt 5 Blk 108	132.04
Placke/Donald J & Janet L	Railroad Add N 44' Lt 5 Blk 108	76.87
LBE Family Limited Partnership	Railroad Add Lt 6 Blk 108	285.64
Bosselman Inc	Railroad Add Lts 7 & 8 Blk 108	572.25
Gilroy/David A & Carolyn J	Railroad Add S 61' Lt 1 & S 61' Lt 2 Blk 109	201.29
Haney/Thomas W & Diane K	Railroad Add N 71' Lt 1 & N 71' Lt 2 Blk 109~	134.71
Roebuck Enterprises, LLC	Railroad Add E 59.5' Lt 3 Blk 109	148.86
Roebuck Enterprises, LLC	Railroad Add E 52'11 Lt 4 & W 6.5' Lt 3 Blk 109~	69.25
McShannon/Roger L & Sharon K	Railroad Add E 52' 11 Of Lt 5 & All Lt 6 Blk 109	214.27
LPB, LLC	Railroad Add Lts 7 & 8 Blk 109	696.28
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 2	-
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 3	-
Hall Co	Westervelt's Sub To The City Of Grand Island N 52 1/3' Of W 150' Lt 4	-
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 5	-
County of Hall	Westervelt's Sub To The City Of Grand Island W 86' Of E 165' Of 4 & W 86' Of E 165' Of N 48.5' Lt 5	-

RESOLUTION 2014-BE-3 (A)

County of Hall	Westervelt's Sub To The City Of Grand Island W Pt Of N 48.5' X 150' Lt 5 & 26.17' X 150' Of W Pt Lt 4	-
Schager/Margo	Gilbert's Sub North, Part Of Blk 79, Original Town 22' X 99' Lt A	155.77
Equitable Building & Loan Assoc	Gilbert's Sub North, Part Of Blk 79, Original Town Lt B	162.68
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 102	146.26
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 103	211.49
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 104	526.31
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201A	471.85
Devco Investment Corporation	The Yancy, A Condominium Unit 301	100.32
George/Mollie Jo	The Yancy, A Condominium Unit 302	72.85
Farr/Thomas M & Nita J	The Yancy, A Condominium Unit 303	103.62
Zins/William L	The Yancy, A Condominium Unit 304	95.48
Myers/Jon M & Chandra L	The Yancy, A Condominium Unit 305	162.69
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 401	74.04
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 402	84.47
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 403	81.11
Edwards Building Corp	The Yancy, A Condominium Unit 404	134.12
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 405	81.50
Powers/Yolanda L	The Yancy, A Condominium Unit 406	114.97
Fordham/Wyndell F & Barbara B	The Yancy, A Condominium Unit 407	126.23
Luce/Eric D	The Yancy, A Condominium Unit 501	74.87
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 502	86.82
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 503	81.16
Sindelar/Kody	The Yancy, A Condominium Unit 504	102.42
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 505	81.56
Myers/Jon M & Chandra L	The Yancy, A Condominium Unit 506	115.05
Mowitz/Lynn	The Yancy, A Condominium Unit 507	130.08
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 601	74.77
Artvest III	The Yancy, A Condominium Unit 602	86.96
Shaw/Stephanie A	The Yancy, A Condominium Unit 603	81.56
Clyne/Thomas B	The Yancy, A Condominium Unit 604	93.88
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 605	81.65
Lind/Sharon Graves	The Yancy, A Condominium Unit 606	80.76
Arp/Charmaine L	The Yancy, A Condominium Unit 607	122.02
Lind/Sharon Graves	The Yancy, A Condominium Unit 701	81.76

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Artvest III, A NE General Partner	The Yancy, A Condominium Unit 702	87.08
Johnson/Margaret A	The Yancy, A Condominium Unit 703	81.40
Burtscher/Jan L	The Yancy, A Condominium Unit 704	134.42
Rathjen/Michelle R	The Yancy, A Condominium Unit 705	89.80
Long/Clifton J	The Yancy, A Condominium Unit 706	-
Vodehnal/Lloyd L	The Yancy, A Condominium Unit 707	-
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 801	74.92
Mapes & Co General Partnership	The Yancy, A Condominium Unit 802	87.17
Mapes & Co General Partnership	The Yancy, A Condominium Unit 803	95.30
Myers/Mollie	The Yancy, A Condominium Unit 804	154.01
Alexander/Wendy L	The Yancy, A Condominium Unit 805	70.48
Nelson/Jack L	The Yancy, A Condominium Unit 806	46.00
Nissen/James F	The Yancy, A Condominium Unit 901	74.95
Evnen/Everett A & Elaine S	The Yancy, A Condominium Unit 902	87.23
Evnen/Everett A & Elaine S	The Yancy, A Condominium Unit 903	95.36
Atkins/Ann C	The Yancy, A Condominium Unit 904	98.41
Dizmang/Tammy L	The Yancy, A Condominium Unit 905	70.52
Lind/Sharon Graves	The Yancy, A Condominium Unit 906	143.10
Todd/Linda M	The Yancy, A Condominium Unit 1001	81.93
Fogland/Dan & Chris	The Yancy, A Condominium Unit 1002	87.26
Gillam/Jack L & Jermey S	The Yancy, A Condominium Unit 1003	66.79
Whitehead/Diana L	The Yancy, A Condominium Unit 1004	129.07
Megard/Ruth E	The Yancy, A Condominium Unit 1005	101.98
Aden/Steven G	The Yancy, A Condominium Unit 1006	-
Myers/Jon M & Chandra	The Yancy, A Condominium Unit 1101	82.05
Clare/Linda L	The Yancy, A Condominium Unit 1102	87.34
Buckley/Lynn A	The Yancy, A Condominium Unit 1103	-
Myers/Jon M & Chandra	The Yancy, A Condominium Unit 1104	146.50
Boley/Loren E	The Yancy, A Condominium Unit 1105	102.13
Mowitz/Lynn	The Yancy, A Condominium Unit 1106	150.50
Home Federal Savings & Loan Assn	Hann's Fourth Add Lt 3	1,797.22
Artvest III	The Yancy, A Condominium Unit 002	11.21
Artvest III	The Yancy, A Condominium Unit 001	40.53
Ellison/Roxann T	Original Town W 18.9' Of E 33' Of S 25.1' Lt 7 Blk 65	53.43
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 101	35.20
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201B	57.02

RESOLUTION 2014-BE-3 (A)

Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201C	143.54
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201D	108.06
Home Federal Savings & Loan	Original Town Pt Lts 1-2-3-4-7 & All 5 & 6 & Pt Vacated Alley Blk 89	366.10
Artvest III	The Yancy, A Condominium Unit 602	58.27
Calderon/Eliseo & Jessica	Jensen Sub Lt 2	91.47
Iglesia Evangelica Pentecostes	Ziller Sub Lt 2	-
City of Grand Island	Westervelt's Sub To The City Of Grand Island Vacated St South Of Lt 1	-
City of Grand Island	Original Town S 1/2 Lt 1 Blk 57	-
City of Grand Island	Parking Ramp Sub To The City Of Grand Island Lts 1-2-& 3	-
Hill/David C	Campbell's Sub To The City Of Grand Island Lts 10 & 11	89.93
Total Amount		92,075.25

Adopted by the City Council of the City of Grand Island, Nebraska, on September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

R E S O L U T I O N 2014-BE-3 (B)

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Downtown Business Improvement District 2013, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$92,699.52; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within Downtown Business Improvement District 2013, such benefits are the sums set opposite the several descriptions as follows:

Name	Description	Assessment
Tallgrass Interstate Gas Transmission LLC	Centrally Assessed	17.30
Sourcegas Distribution LLC	Centrally Assessed	-
Northwestern Corporation	Centrally Assessed	3,170.55
Windstream Nebraska Inc	Centrally Assessed	-
Qwest Corporation	Centrally Assessed	2,527.26
AT & T Communications	Centrally Assessed	23.45
AT & T Mobility LLC	Centrally Assessed	17.76
NE Colorado Cellular Inc	Centrally Assessed	57.87
Sprint Nextel Wireless	Centrally Assessed	7.35
Uscoc Of Nebraska/Kansas LLC	Centrally Assessed	1,194.47
City of Grand Island	Original Town To The City Of Grand Island All Blks 52 & 53 & Pt Vac Kimball Ave	-
Bandasack/Chanh & Siphanh	Original Town N 100.5' E 2/3 Lt 1 Blk 54	285.69
Bandasack/Chanh & Siphanh	Original Town S 31.9' E 2/3 Of Lt 1 Blk 54	68.62
Wing Properties Inc	Original Town W 1/3 Lt 1 Blk 54	22.74
Norris/R Dennis & Patricia A	Original Town Lt 2 Blk 54	553.38
City of Grand Island	Original Town To The City Of Grand Island Lt 3 Blk 54	-
City of Grand Island	Original Town To The City Of Grand Island Lt 4 Blk 54	-
Wayne/John W & Teresa A	Original Town N 1/2 W 2/3 Lt 6 & N 1/2 Lt 5 Blk 54	455.43
Katrouzos/Gus G	Original Town S 60' W 1/3 Lt 5 Blk 54	83.57
Katrouzos/Gus G	Original Town S 60' W 16' E 2/3 Lt 5 Blk 54	68.18

Approved as to Form ✕ _____ September 5, 2014 ✕ City Attorney

RESOLUTION 2014-BE-B

Edwards Building Corp	Original Town E 28' S 1/2 Lt 5 & N 6' W 38' S 1/2 Lt 5 Blk 54	78.73
Edwards Building Corp	Original Town W 22' S 1/2 Lt 6 Blk 54	62.85
Norris/R Dennis & Patricia A	Original Town E 22' W 44' S 1/2 & E 22' Lt 6 Blk 54	379.05
Norris/R Dennis & Patricia A	Original Town W 1/3 Lt 7 Blk 54	304.45
Norris/R Dennis & Patricia A	Original Town C 1/3 Lt 7 Blk 54	296.39
Wing Properties Inc	Original Town Lt 8 & E 1/3 Of Lt 7 xc 15' X 15' X 15' Sold To City Blk 54	725.83
Nathan Detroit Inc	Original Town N 1/2 Lt 1 Blk 55	472.87
Nathan Detroit's	Original Town N 44' Of S 1/2 Lt 1 Blk 55	315.79
Irvine/Virginia	Original Town S 22' Lt 1 Blk 55	97.26
City of Grand Island	Original Town To The City Of Grand Island E 1/2 Lt 3 & All Lt 2 Blk 55	-
City of Grand Island	Original Town To The City Of Grand Island N 1/2 W 1/2 Lt 3 & N 1/2 Lt 4 Blk 55	-
Hoetfelker/Russell L	Original Town S 1/2 W 1/2 Lt 3 & S 1/2 Lt 4 Blk 55	364.78
Downtown Center LLC	Original Town N 67.5' Lt 5 Blk 55	49.42
Armstrong/Matthew & Janelle	Original Town N 20' S 64.5' Lt 5 Blk 55	114.47
Erives Enterprises LLC	Original Town S 44.5' Lt 5 Blk 55	377.15
Famos Construction Inc	Original Town W 2/3 Lt 6 Blk 55	345.48
Campos/Arthur V & Jeanene	Original Town E 1/3 Lt 6 Blk 55	140.58
Prairie Winds Art Center Inc	Original Town W 1/3 Lt 7 Blk 55	219.75
Merchen/Terrence R	Original Town E 2/3 Lt 7 Blk 55	824.64
T W Ziller Properties LLC	Original Town W 1/3 Lt 8 Blk 55	154.28
T W Ziller Properties LLC	Original Town C 1/3 Lt 8 Blk 55	154.59
T W Ziller Properties LLC	Original Town E 1/3 Lt 8 Blk 55	436.16
Downtown Center LLC	Original Town N 68' Lt 1 & All Lt 2 & E 1/2 Lt 3 Blk 56	166.06
Downtown Center LLC	Original Town N 22' S 42' & W 6' S 20' Lt 1 Blk 56	14.89
Downtown Center LLC	Original Town N 22' S 64' Lt 1 Blk 56	13.76
Downtown Center LLC	Original Town S 20' E 60' Lt 1 Blk 56	11.37
City of Grand Island	Original Town To The City Of Grand Island All Lt 4 & W 1/2 Lt 3 Blk 56	-
Mayhew/Carl & Susan A	Original Town W 1/3 Lt 5 Blk 56	269.20
Phengmarath/Nalinh	Original Town E 2/3 Lt 5 Blk 56	437.96

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Pohl/Helen E & James A	Original Town Lt 6 Blk 56	316.80
Johnson/Duane A & Dee Ann	Original Town Lt 7 Blk 56	360.79
Downtown Center LLC	Original Town Lt 8 Blk 56	4,767.13
City of Grand Island Park Lot	Original Town To The City Of Grand Island N 1/2 Lt 1 & All Lts 2-3 & 4 Blk 57	-
J & B Rentals LLC	Ziller Sub Lt 1	577.60
The Grand Foundation, Inc	Original Town To The City Of Grand Island E 2/3 Lt 6 Blk 57	-
Jeo Building Company	Original Town Lt 7 Blk 57	908.02
Overland Building Corp	Original Town Lt 8 Blk 57	1,119.53
Firstier Bank National Assoc	Original Town Lts 1 & 2 Blk 58	312.22
Firstier Bank National Assoc	Original Town N 1/2 Lt 4 & N 1/2 Lt 3 Blk 58	112.58
Firstier Bank National Assoc	Original Town Lt 5 & W 22' Lt 6 Blk 58	1,538.94
Firstier Bank National Assoc	Original Town S 1/2 Lt 3 & S 1/2 Lt 4 Blk 58	119.52
Stelk/Mark D	Jensen Sub Lt 1	149.41
Calderon/Eliseo & Jessica	Original Town W 1/3 Lt 7 Blk 58	231.04
Lindner-Bombeck Trustee/Marilyn A	Original Town C 1/3 Lt 7 Blk 58	312.12
Galvan/Jesus G & Victoria	Prensa Latina Sub Lt 1	99.38
Calderon/Eliseo & Jessica	Prensa Latina Sub Lt 2	100.31
Stelk/Mark D	Prensa Latina Sub Lt 4	311.01
Stelk/Mark D & Wanda L	Prensa Latina Sub Lt 3	385.12
Mead Building Centers	Original Town N 102.5' Lt 1 & All Lt 2 Blk 59	274.92
H & H Land Co	Original Town S 29.5' Lt 1 Blk 59	18.44
Mead Building Centers	Original Town S 99' Lt 4 & All Lt 3 Blk 59	260.06
Mead Building Centers	Original Town N 33' Lt 4 Blk 59	140.06
Berta/Gary & Billie	Original Town Lt 5 Blk 59	547.54
Wagoner/Michael R & Lorna D	Original Town E 23' W 46' Lt 6 Blk 59	177.72
Gerdes/Larry C & Mary Ann	Original Town W 23' Lt 6 Blk 59	176.79
Berta/Gary J & Billie J	Original Town E 20' Lt 6 & W 1/2 Lt 7 Blk 59	17.53
H & H Land Co	Original Town W 22' E 1/2 Lt 7 Blk 59	174.63
H & H Land Co	Original Town E 11' Lt 7 & All Lt 8 Blk 59	502.82
CKP LLC	Original Town Lts 1 & 2 Blk 60	485.86
CKP LLC	Original Town Lt 3 Blk 60	119.78
Business Properties	Original Town Lt 4 Blk 60	288.33

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618 W 3rd St LLC	Original Town Lts 5 & 6 Blk 60	711.48
Alexander Enterprises LLC	Original Town Lts 7 & 8 Blk 60	547.48
Abjal LLC	Original Town Lts 1 & 2 Blk 61	1,009.31
Abjal LLC	Original Town Lts 3 & 4 Blk 61	829.56
Junebug2 LLC	Original Town Lt 5 Blk 61	680.92
Hansen Properties LLC	Original Town Lts 6-7 & 8 Blk 61	782.40
D & A Investments LLC	Original Town S 44' Lt 1 Blk 62	188.34
D & A Investments LLC	Original Town N 88' Lt 1 Blk 62	496.87
D & A Investments LLC	Original Town Lt 2 Blk 62	281.97
Northwestern Public Service Company	Original Town To The City Of Grand Island S 66' Lt 4 & N 66' E 57' Lt 3 & S 66' Lt 3 Blk 62	-
DMBG Investments LLC	Original Town N 66' W 9' Lt 3 & N 66' Lt 4 Blk 62	150.28
Moreno/Vincent A	Original Town S 1/2 W 50' Lt 5 Blk 62	90.34
Midwest Premier Investments LLC	Original Town N 1/2 W 50' Lt 5 Blk 62	253.19
Vogel Enterprises Ltd An IA Corp	Original Town E 16' Lt 5 & W 1/2 Lt 6 Blk 62	61.11
Vogel Enterprises Ltd An IA Corp	Original Town E 1/2 Lt 6 & W 1/2 Lt 7 Blk 62	365.81
Wardens & Vestrymen of St Stephen's	Original Town To The City Of Grand Island E 1/2 Lt 7 & All Lt 8 Blk 62	-
Old Sears Development Inc	Original Town Lts 1 & 2 Blk 63	1,105.46
Old Sears Development Inc	Original Town E 2/3 Lt 3 Blk 63	354.50
Masonic Templecraft Asso of GI	Original Town W 1/3 Lt 3 & E 1/3 Lt 4 Blk 63	-
Centro Cristiano Internacional	Original Town To The City Of Grand Island W 2/3 Lt 4 Blk 63	-
Wardens & Vestrymen of St Stephens	St. Stephens Sub To The City Of Grand Island Lt 1	-
Wardens & Vestry St Stephens	St. Stephens Sub To The City Of Grand Island Lt 2	-
Hack/Monte C & Sheri S	Original Town S 88' Lt 8 Blk 63	388.01
G I Fed Of Labor/Bldg Assn Inc	Original Town To The City Of Grand Island N 44' Lt 8 Blk 63	-
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 1 Blk 64	398.88
Hand/Craig C	Original Town C 1/3 Lt 1 Blk 64	146.97
Cosrec LLC	Original Town W 1/3 Lt 1 Blk 64	188.59
Pham/Tammy	Original Town E 44' Lt 2 Blk 64	263.74

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Walsh/Ivan P & Sharon L	Original Town W 1/3 Lt 2 Blk 64	200.61
Double S Properties LLC	Original Town E 1/3 Lt 3 Blk 64	183.30
Saria E/Jose Isidro	Original Town W 2/3 Lt 3 Blk 64	163.35
Gerdes/Galen E & Tamera M	Original Town Lt 4 Blk 64	866.41
City of Grand Island	Original Town To The City Of Grand Island Lt 5 Blk 64	-
City of Grand Island	Original Town To The City Of Grand Island Lts 6 & 7 Blk 64	-
Wagoner/Lorna	Original Town N 22' Lt 8 Blk 64	175.95
Taylor/Terry N & Susan M	Original Town S 1/2 N 1/3 Lt 8 Blk 64	172.10
Shehein/E Lavern & Donna R	Original Town N 44' S 88' Lt 8 Blk 64	179.20
City of Grand Island	Original Town To The City Of Grand Island S 44' Lt 8 Blk 64	-
Edwards Building Corp	Original Town Lt 1 Blk 65	211.33
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 2 Blk 65	161.90
Swanson/Constance K	Original Town C 1/3 Lt 2 Blk 65	152.62
Archway Partnership	Original Town W 1/3 Lt 2 Blk 65	239.70
Bartenbach Real Estate, LLC	Original Town E 1/3 Lt 3 Blk 65	158.14
Iglesia Evengelica Pentecostes	Original Town To The City Of Grand Island C 1/3 Lt 3 Blk 65	-
Brown/Janelle L A	Original Town W 1/3 Lt 3 Blk 65	138.61
Hoffer/Allen & Linda	Original Town E 1/3 Lt 4 Blk 65	279.59
Lambrecht/Harriet K	Original Town W 2/3 Lt 4 Blk 65	174.55
J & B Rentals LLC	Original Town S 44' N 1/2 Lt 5 Blk 65	226.76
Taylor/Terry N & Susan M	Original Town N 22' Lt 5 Blk 65	132.63
J O Enterprises Inc	Original Town S 1/2 Lt 5 Blk 65	282.17
J & B Rentals LLC	Original Town W 1/3 Lt 6 Blk 65	86.46
T W Ziller Properties LLC	Original Town E 2/3 Lt 6 Blk 65	165.53
T W Ziller Properties LLC	Original Town W 1/2 Lt 7 Blk 65	160.45
C & S Group LLC	Original Town N 55' E 1/2 Lt 7 & N 55' Lt 8 Blk 65	49.11
C & S Group LLC	Original Town Pt W 18.9' E 1/2 Lt 7 & N 29.9' E 14.1' Lt 7 & W 29' Of C 22' Of E 1/2 Lt 7 & N 29.9' Of S 55' Lt 8 xc N 6' S 31.1' E 40' Lt 8 Blk 65	169.59
Parmley/David J	Original Town C 22' E 4' Lt 7 & C 22' Lt 8 Blk 65	278.55
C & S Group LLC	Original Town S 25.1' E 14.1' Lt 7 & S 25.1' Lt 8 & N 6' S 31.1' E 40' Lt 8 Blk 65	218.92

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Garcia/Juan F & Maria Dejesus	Original Town Lts 1 & 2 Blk 66	618.66
Garcia/Maria De Jesus	Original Town W 2/3 Lt 3 xc W 17.5' Of S 44' Blk 66	248.30
Vipperman/John Fredrick	Original Town E 1/3 Lt 3 Blk 66	226.00
Duda/James G	Original Town N 88' E 1/3 Lt 4 Blk 66	232.37
Wing Properties Inc	Original Town N 88' C 1/3 Lt 4 Blk 66	288.43
Jerke/Kristopher	Original Town N 80' W 1/3 Lt 4 Blk 66	233.76
Anson Investment & Development	Original Town W 17 1/2' S 44' Lt 3 & N 8' S 52' W 22' & S 44' Lt 4 Blk 66	291.22
Bartenbach Real Estate, LLC	Original Town W 1/3 Lt 6 & All Lt 5 Blk 66	512.89
Bartenbach Real Estate, LLC	Original Town E 2/3 Lt 6 & W 1/3 Lt 7 Blk 66	266.83
Keeshan/James E & Mary Ann	Original Town E 2/3 Lt 7 Blk 66	271.46
Procon Management Inc	Old City Hall Condominium Property Regime Unit 001 (Basement)	129.60
City of Grand Island	Original Town To The City Of Grand Island N 1/2 Blk 67	-
Plaza Square Development LLC	Original Town S 1/2 Blk 67	1,504.63
City of Grand Island	Original Town To The City Of Grand Island E 1/3 Lt 2 & All Lt 1 Blk 68	-
S & V Investments LLC	SV Sub Lt 1	1,773.51
Plaza Square A Partnership	Original Town W 22' Lt 6 & All Lt 5 Blk 68	135.29
Smith/Jonathan M	Original Town W 6' Lt 7 & E 2/3 Lt 6 Blk 68	254.85
Smith/Jonathan M	Original Town E 60' Lt 7 Blk 68	258.31
Plate/Tim C	Original Town Lt 8 Blk 68	234.96
Westerby/Douglas & Mikaela	Original Town Lt 1 Blk 77	82.10
201 E 2nd LLC	Original Town Lt 2 Blk 77	68.21
201 E 2nd LLC	Original Town Lts 3 & 4 Blk 77	1,517.05
City of Grand Island	Original Town To The City Of Grand Island Lts 5-6-7-8 Blk 77	-
City of Grand Island	Original Town To The City Of Grand Island All Blk 78 & Vacated Alley	-
Equitable Bldg & Loan Assn	Original Town Lt 1 Blk 79	347.60
Equitable Bldg & Loan Assn	Original Town Lt 2 Blk 79	103.77
Equitable Bldg & Loan Assn	Original Town S 44' Lt 3 & S 44' Lt 4 Blk 79	1,379.94
Equitable Bldg & Loan Assn	Original Town N 26' 10.5 Lt 8 Blk 79	26.63

RESOLUTION 2014-BE-B

Equitable Bldg & Loan Assn	Original Town S 17' 1.5 N 44' Lt 8 Blk 79	15.27
Equitable Bldg & Loan Assn	Original Town S 88' Lt 8 Blk 79	92.44
O'Neill/Joseph P	Original Town E 22' Lt 4 & W 22' Lt 3 Blk 80	181.46
O'Neill/Joseph P	Original Town W 44' Lt 4 Blk 80	131.15
Northwestern Bell Tele Co	Original Town To The City Of Grand Island Lts 5-6-7 Blk 80	-
Northwestern Bell Tele Co	Original Town To The City Of Grand Island N 44' Lt 8 Blk 80	-
Huston/David C	Original Town C 1/3 Lt 8 Blk 80	351.69
Federal Bldg	Original Town To The City Of Grand Island Lts 1-2 & E 44' Lt 3 Blk 80	-
Mitchell/Derek L & Ruth E	Original Town S 44' Lt 8 Blk 80	244.55
Victory Bible Fellowship of The	Original Town To The City Of Grand Island Lt 1 Blk 81	-
Grand Island Area Chamber of Commerce	Original Town To The City Of Grand Island E 2/3 Lt 2 Blk 81	-
Trampe/Ronald E & Sharon R	Original Town W 1/3 Lt 2 Blk 81	155.88
Kansas NE Assoc of Seventh Day	Original Town To The City Of Grand Island E 1/3 Lt 3 Blk 81	-
Encinger Enterprises LLC	Original Town C 1/3 Lt 3 Blk 81	245.03
Krauss Enterprises LLC	Original Town W 1/3 Lt 3 & All 4 Blk 81	465.43
Walnut Street Partnership	Original Town Lt 5 Blk 81	437.34
Walnut Street Partnership	Original Town Lt 6 Blk 81	177.69
Wheeler Street Partnership	Original Town Lt 7 & S 2/3 Lt 8 Blk 81	878.61
Wheeler Street Partnership	Original Town N 1/3 Lt 8 Blk 81	248.33
Grand Island Independent	Original Town Lt 1 & Pt Vac Alley Blk 82	83.80
Grand Island Independent	Original Town Lt 2 & Pt Vac Alley Blk 82	289.94
Grand Island Independent	Original Town Lt 3 & Pt Vac Alley Blk 82	83.80
Grand Island Independent	Original Town Lt 4 & Pt Vac Alley Blk 82	182.27
Grand Island Independent	Original Town Lts 5-6-7-8 & Pt Vac Alley Blk 82	2,741.27
Grand Island Hospitality LLC	Original Town Lts 1 & 2 Blk 83	389.08
Jomida Inc A NE Corp	Original Town Lts 3 & 4 Blk 83	995.80
Calderon/Eliseo & Jessica	Original Town N 60.35' Lt 5 Blk 83	166.95
J & B Rentals LLC	Original Town S 71.65' Lt 5 Blk 83	180.67
Mateo P/Tomas	Original Town W 2/3 Lt 6 Blk 83	249.04
Perez/Sylvia	Original Town E 1/3 Lt 6 & All Lt 7 Blk 83	285.58
Wooden/Michael & Sonya	Original Town E 41' N 28' Lt 8 Blk 83	133.44

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Wooden/Michael & Sonya	Original Town Pt N 1/3 & S 2/3 Lt 8 Blk 83~	193.87
City of Grand Island	Original Town To The City Of Grand Island All Blk 84	-
Gatzemeyer/Frances Mae	Original Town Lt 1 Blk 85	496.81
Gatzemeyer/Frances Mae	Original Town Lt 2 Blk 85	186.89
Contryman & Asso Prop	Original Town Lts 3 & 4 Blk 85	474.36
Grand Island Liederkrantz	Original Town Pt Lts 1-2-3 & 4 Blk 87	294.61
City of Grand Island	Original Town To The City Of Grand Island All Blk 88	-
Dodge & Elk Park Lots	Original Town To The City Of Grand Island Pt Blk 89	-
Enviro-Clean Contractors Inc	Original Town N 60' Fr Lts 1 & 2 & N 60' Of E 24' Of Lt 3 Blk 89	319.43
Hall Co	Original Town To The City Of Grand Island Strip 8' X 66' & Pt Lt 8 Blk 91	-
Dominick/Audrey	Original Town E 6' N 103' E 37' S 29' Lt 2 & All Lt 1 Blk 92	28.78
City of Grand Island	Original Town To The City Of Grand Island Lt 2 xc E 6' N 103' & E 37' S 29' Lt 2 Blk 92	-
City of Grand Island	Original Town To The City Of Grand Island E 50' Lt 3 Blk 92	-
City of Grand Island	Original Town To The City Of Grand Island W 16' Lt 3 & All Lt 4 Blk 92	-
Emery/Gregory D & Charlene A	Campbell's Sub E 51' 8 Lts 1-2-3	89.03
Wagoner/Lorna	Campbell's Sub W 75' 4 Lts 1-2-3	276.50
Hastings Grain Inspection Inc	Campbell's Sub Lts 4-5-6 & N 10' Lt 7	165.62
Hastings Grain Inspection Inc	Campbell's Sub S 12' Lt 7 & All Lt 8	237.33
Two Brothers Inc	Campbell's Sub 32' X 127' Lt 9	217.21
Hill/David C	Campbell's Sub To The City Of Grand Island Lts 10-13	416.34
Hall Co	Court House Add To The City Of Grand Island Lt 1	-
Hall Co	Court House Add To The City Of Grand Island Lt 2	-
Hall Co	Court House Add To The City Of Grand Island Lt 3	-
Hall Co	Court House Add To The City Of Grand Island Lt 4	-

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County of Hall Nebraska	Hann's Add To The City Of Grand Island N 31' Lt 2 & S 13.75' Lt 1 Blk 1~	-
County of Hall	Hann's Fourth Add To The City Of Grand Island Lt 2	-
Loeffler/Edward A & Jane A	Hann's Add N 14' Lt 3 & S 26' Lt 2 Blk 1~	293.60
Campbell/Hunter & Kathleen	Hann's Add N 7' Pt Lt 4 & S 43' Lt 3 Blk 1	263.81
Morfin/Miguel I Delamora	Hann's Add E 60' Of S 50' Of Lt 4 Blk 1~~	227.62
Campbell/Kathleen A	Hann's Add W 67' Of S 50' Of Lt 4 Blk 1~	126.62
County of Hall	Hann's Fourth Add To The City Of Grand Island Lt 1	-
Marsh Properties LLC	Hann's Second Add S 5' Of Lt 2 & All Lt 3 Blk 4	498.34
Williams/Casey J & Misti A	Hann's Fifth Sub Lt 2	185.27
Mueller/Robert J	Hann's Fifth Sub Lt 1	120.02
Two Brothers Inc	Hann's 3rd Add W 111' X 118' Blk 5	450.03
Rosales-Monzon/Carlos A	Hann's 3rd Add N 52.5' Of E 91.9' Of Blk 5	242.90
Royle/Cecilia B	Hann's 3rd Add E 56' Of W 174' Of Blk 5	162.29
Valenzuela/Linda L	Hann's 3rd Add S 58.5' Of E 91.9' Of Blk 5	234.33
Hoos Insurance Agency Inc	Railroad Add Lt 4 & Pt Vac St Blk 97	273.48
Sanchez/Filemon	Railroad Add N 1/2 Lt 1 Blk 98	22.24
Sanchez/Filemon	Railroad Add S 1/2 Lt 1 Blk 98	314.38
Carlson/Arvid C	Railroad Add Lt 2 Blk 98	114.89
Kuehner/Carolyn E	Railroad Add W 1/2 Lt 3 Blk 98	158.27
Schafer/Lee Ann G & Michael W	Railroad Add E 1/2 Lt 3 Blk 98	173.16
Plate/Tim C	Railroad Add N 86' Lt 4 Blk 98	92.44
Plate/Tim C	Railroad Add S 46' Lt 4 Blk 98	168.74
Plate/Tim C	Railroad Add Lt 5 Blk 98	563.22
Plate/Tim C	Railroad Add Lt 6 Blk 98	248.25
Benitez/Floriberto Sanchez	Railroad Add W 52' Lt 7 Blk 98	227.00
Sanchez/Filemon	Railroad Add E 14' Lt 7 & All Lt 8 Blk 98	448.75
Vaclavek/Lee Ann	Railroad Add Fr Lt 1 & Fr Lt 2 Blk 105	118.42
Fox Family LLC	Railroad Add Lt 3 Blk 105	209.57
Lazendorf Holdings Limited Partnership	Railroad Add Lt 4 Blk 105	376.21
Fox Family LLC	Railroad Add Lt 5 & Fr Lts 6 & 7 xc City Blk 105	1,087.74
Starkel/Jerid & Tracy	Railroad Add Lts 1 & 2 Blk 106	629.60
C & S Group LLC	Railroad Add Lt 3 Blk 106	207.09
Fernandez/Pedro	Railroad Add Lt 4 Blk 106	330.17

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Muffler Shop Inc/The	Railroad Add Lts 1 & 2 Blk 107	437.34
Muffler Shop Inc/The	Railroad Add Lts 3 & 4 Blk 107	180.90
Lane Home Improvement	Railroad Add S 2/3 Lt 5 Blk 107	58.54
Lane Home Improvement	Railroad Add N 1/3 Lt 5 Blk 107	55.40
Midwest Premier Investments LLC	Railroad Add Lt 6 Blk 107	286.72
Midwest Premier Investments LLC	Railroad Add Lt 7 xc N 60' Of E 22' & xc E 29.54' Of S 71.50' Blk 107	210.20
Janda DDS PC/David E	Railroad Add S 72' Lt 8 & E 29.54' Of S 71.50' Lt 7 Blk 107	312.71
Clinch/John & Barbara	Railroad Add N 60' Of E 22' Lt 7 & N 60' Lt 8 Blk 107	263.16
Fox/Richard & Marilyn	Railroad Add Lts 1 & 2 Blk 108	470.82
Williams/Casey & Misti	Railroad Add E 37' Lt 3 Blk 108	199.15
Douglas Bookkeeping Service Inc	Railroad Add W 29' Lt 3 & All Lt 4 Blk 108	572.82
Placke/Donald J & Janet L	Railroad Add S 88' Lt 5 Blk 108	132.04
Placke/Donald J & Janet L	Railroad Add N 44' Lt 5 Blk 108	76.87
LBE Family Limited Partnership	Railroad Add Lt 6 Blk 108	285.64
Bosselman Inc	Railroad Add Lts 7 & 8 Blk 108	572.25
Gilroy/David A & Carolyn J	Railroad Add S 61' Lt 1 & S 61' Lt 2 Blk 109	201.29
Haney/Thomas W & Diane K	Railroad Add N 71' Lt 1 & N 71' Lt 2 Blk 109~	134.71
Roebuck Enterprises, LLC	Railroad Add E 59.5' Lt 3 Blk 109	148.86
Roebuck Enterprises, LLC	Railroad Add E 52'11 Lt 4 & W 6.5' Lt 3 Blk 109~	69.25
McShannon/Roger L & Sharon K	Railroad Add E 52' 11 Of Lt 5 & All Lt 6 Blk 109	214.27
LPB, LLC	Railroad Add Lts 7 & 8 Blk 109	696.28
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 2	-
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 3	-
Hall Co	Westervelt's Sub To The City Of Grand Island N 52 1/3' Of W 150' Lt 4	-
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 5	-
County of Hall	Westervelt's Sub To The City Of Grand Island W 86' Of E 165' Of 4 & W 86' Of E 165' Of N 48.5' Lt 5	-

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County of Hall	Westervelt's Sub To The City Of Grand Island W Pt Of N 48.5' X 150' Lt 5 & 26.17' X 150' Of W Pt Lt 4	-
Schager/Margo	Gilbert's Sub North, Part Of Blk 79, Original Town 22' X 99' Lt A	155.77
Equitable Building & Loan Assoc	Gilbert's Sub North, Part Of Blk 79, Original Town Lt B	162.68
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 102	146.26
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 103	211.49
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 104	526.31
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201A	471.85
Devco Investment Corporation	The Yancy, A Condominium Unit 301	100.32
George/Mollie Jo	The Yancy, A Condominium Unit 302	72.85
Farr/Thomas M & Nita J	The Yancy, A Condominium Unit 303	103.62
Zins/William L	The Yancy, A Condominium Unit 304	95.48
Myers/Jon M & Chandra L	The Yancy, A Condominium Unit 305	162.69
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 401	74.04
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 402	84.47
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 403	81.11
Edwards Building Corp	The Yancy, A Condominium Unit 404	134.12
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 405	81.50
Powers/Yolanda L	The Yancy, A Condominium Unit 406	114.97
Fordham/Wyndell F & Barbara B	The Yancy, A Condominium Unit 407	126.23
Luce/Eric D	The Yancy, A Condominium Unit 501	106.96
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 502	86.82
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 503	81.16
Sindelar/Kody	The Yancy, A Condominium Unit 504	102.42
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 505	81.56
Myers/Jon M & Chandra L	The Yancy, A Condominium Unit 506	115.05
Mowitz/Lynn	The Yancy, A Condominium Unit 507	130.08
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 601	74.77
Artvest III	The Yancy, A Condominium Unit 602	86.96
Shaw/Stephanie A	The Yancy, A Condominium Unit 603	116.52
Clyne/Thomas B	The Yancy, A Condominium Unit 604	93.88
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 605	81.65
Lind/Sharon Graves	The Yancy, A Condominium Unit 606	80.76
Arp/Charmaine L	The Yancy, A Condominium Unit 607	122.02
Lind/Sharon Graves	The Yancy, A Condominium Unit 701	81.76

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Artvest III, A NE General Partner	The Yancy, A Condominium Unit 702	87.08
Johnson/Margaret A	The Yancy, A Condominium Unit 703	81.40
Burtscher/Jan L	The Yancy, A Condominium Unit 704	134.42
Rathjen/Michelle R	The Yancy, A Condominium Unit 705	89.80
Long/Clifton J	The Yancy, A Condominium Unit 706	-
Vodehnal/Lloyd L	The Yancy, A Condominium Unit 707	-
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 801	74.92
Mapes & Co General Partnership	The Yancy, A Condominium Unit 802	87.17
Mapes & Co General Partnership	The Yancy, A Condominium Unit 803	95.30
Myers/Mollie	The Yancy, A Condominium Unit 804	154.01
Alexander/Wendy L	The Yancy, A Condominium Unit 805	100.68
Nelson/Jack L	The Yancy, A Condominium Unit 806	65.72
Nissen/James F	The Yancy, A Condominium Unit 901	74.95
Evnen/Everett A & Elaine S	The Yancy, A Condominium Unit 902	87.23
Evnen/Everett A & Elaine S	The Yancy, A Condominium Unit 903	95.36
Atkins/Ann C	The Yancy, A Condominium Unit 904	140.59
Dizmang/Tammy L	The Yancy, A Condominium Unit 905	100.74
Lind/Sharon Graves	The Yancy, A Condominium Unit 906	143.10
Todd/Linda M	The Yancy, A Condominium Unit 1001	81.93
Fogland/Dan & Chris	The Yancy, A Condominium Unit 1002	87.26
Gillam/Jack L & Jermey S	The Yancy, A Condominium Unit 1003	95.42
Whitehead/Diana L	The Yancy, A Condominium Unit 1004	184.38
Megard/Ruth E	The Yancy, A Condominium Unit 1005	101.98
Aden/Steven G	The Yancy, A Condominium Unit 1006	-
Myers/Jon M & Chandra	The Yancy, A Condominium Unit 1101	82.05
Clare/Linda L	The Yancy, A Condominium Unit 1102	87.34
Buckley/Lynn A	The Yancy, A Condominium Unit 1103	-
Myers/Jon M & Chandra	The Yancy, A Condominium Unit 1104	146.50
Boley/Loren E	The Yancy, A Condominium Unit 1105	102.13
Mowitz/Lynn	The Yancy, A Condominium Unit 1106	150.50
Home Federal Savings & Loan Assn	Hann's Fourth Add Lt 3	1,797.22
Artvest III	The Yancy, A Condominium Unit 002	11.21
Artvest III	The Yancy, A Condominium Unit 001	40.53
Ellison/Roxann T	Original Town W 18.9' Of E 33' Of S 25.1' Lt 7 Blk 65	53.43
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 101	35.20
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201B	57.02

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Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201C	143.54
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201D	108.06
Home Federal Savings & Loan	Original Town Pt Lts 1-2-3-4-7 & All 5 & 6 & Pt Vacated Alley Blk 89	366.10
Artvest III	The Yancy, A Condominium Unit 602	58.27
Calderon/Eliseo & Jessica	Jensen Sub Lt 2	91.47
Iglesia Evangelica Pentecostes	Ziller Sub Lt 2	-
City of Grand Island	Westervelt's Sub To The City Of Grand Island Vacated St South Of Lt 1	-
City of Grand Island	Original Town S 1/2 Lt 1 Blk 57	-
City of Grand Island	Parking Ramp Sub To The City Of Grand Island Lts 1-2-& 3	-
Hill/David C	Campbell's Sub To The City Of Grand Island Lts 10 & 11	89.93
Total Amount		92,699.52

Adopted by the City Council of the City of Grand Island, Nebraska, on September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item D-2

#2014-BE-4 - Consideration of Determining Benefits for Fonner Park Business Improvement District 2013

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: September 9, 2014

Subject: Determining Benefits for Fonner Park Business Improvement District 2013, South Locust Street from Stolley Park Road to Fonner Park Road and Approving the Assessments

Item #'s: D-2 & F-5

Presenter(s): Jaye Monter, Finance Director

Background

On August 13, 2013, the City Council adopted Ordinance No. 9437 creating Fonner Park Business Improvement District 2013 for a period of three years. This district extends from South Locust Street, Stolley Park Road to Fonner Park Road. The 2014-2015 Budget, as approved by Council, provides for special assessments in the amount of \$8.00 per front footage for a total of \$39,599 for the 4,950 front footage.

Discussion

The City Council, in its capacity as the Board of Equalization, is required to determine the benefits of the District and take action on the assessments as provided for in the associated Ordinance.

Alternatives

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

1. Approve the benefits for the District and related assessments.
2. Deny the benefits and assessments.

Recommendation

City Administration recommends that the Council approve the benefits of Fonner Park Business Improvement District 2013 and related assessments.

Sample Motion

Board of Equalization: Move to approve the benefits accruing to Fonner Park Business Improvement District 2013 as presented.

Ordinance: Move to approve the assessments as provided for in the related Ordinance.

R E S O L U T I O N 2014-BE-4

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Fonner Park Business Improvement District 2013, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$39,599.36; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within Fonner Park Business Improvement District 2013, such benefits are the sums set opposite the several descriptions as follows:

Name	Description	Assessment
Westerby/Michael J & Mandy	Janisch Sub Pt Lt 1	959.68
McDermott/Niels C	Brownell Sub xc .0051 ac To ROW Lt 1 xc E	399.84
Wiltgen Corp II	Kirkpatrick Sub Lt 5	564.40
Wiltgen Corp II	Kirkpatrick Sub Lt 6	555.92
Da-Ly Properties LLC	Labelindo Second Sub Pt Lt 1 xc 18.3 Ft To	2,236.64
Zana/James Scott	R & R Sub Pt Lt 1	1,125.76
Casey's Retail Co	Pleasant Home Sub xc City E 1/2 Of S 1/2 Blk 9	1,123.04
Locust Street LLC	Pleasant Home Sub xc City Blk 16	2,236.40
Oberg/Danny K	Roepke Sub Pt Lt 2 & Pt Lt 1	1,234.72
Oberg/Danny K	Roepke Second Sub Pt Lt 1	364.00
Edwards Building Corp	Fonner Sub Lt 1 xc City	1,199.52
Grand Island Associates LLC	Fonner Fourth Sub Lt 1	3,919.60
Far Reach LLC	Fonner Second Sub xc City Lt 5	1,598.88
Far Reach LLC	Fonner Second Sub xc City Lt 6	3,201.20
Three Circle Irrigation Inc	Fonner Third Sub Pt Lt 1 & Pt Lt 3	2,718.64
Edwards Building Corp	Fonner Third Sub Replatted Pt Lt 3	1,120.00
Staab/Kenneth W & Rose Mary	Miscellaneous Tracts 21-11-9 xc To City 52' X 257' Pt SE 1/4 SE 1/4	415.84
Staab Ph Units Llc	Miscellaneous Tracts 21-11-9 Pt SE 1/4 SE 1/4 .20 ac To City .817 ac	1,080.72
Reilly/Michael J & Carey M	JNW Sub Lt 1	1,232.00
Edwards Building Corp	JNW Second Sub Lt 1	1,326.64
Sax Pizza Of America Inc	Sax's Second Sub Lt 2	864.72
Braddy/Cindy	Miscellaneous Tracts xc To City 21-11-9 Pt SE 1/4 SE 1/4 .78 ac	1,082.16
Arec 7, LLC	Miscellaneous Tracts 21-11-9 xc City Pt SE 1/4 SE 1/4 1.17 ac	1,599.84

Approved as to Form ✕ _____ September 5, 2014 ✕ City Attorney

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Sax Pizza of America Inc	Sax's Second Sub Lt 1	997.52
Goodwill Indust of Greater	Goodwill Sixth Sub Lt 2	1,475.28
Hall County Livestock Improvement~Assn	Miscellaneous Tracts 22-11-9 To The City Of Grand Island Pt SW 1/4 SW 1/4 & Pt NW 1/4 SW 1/4 xc .15 A City & 1.03 ac Fonner Rd xc	2,651.52
Bosselman Pump & Pantry Inc	R & R Sub Pt Lt 2	1,114.80
Preferred Enterprises LLC	Fonner Fourth Sub To City ROW Pt Lt 2	1,200.08
Total Amount		39,599.36

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Adopted by the City Council of the City of Grand Island, Nebraska, on September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item D-3

**#2014-BE-5 - Consideration of Determining Benefits for South
Locust Business Improvement District 2013**

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: September 9, 2014

Subject: Determining Benefits for South Locust Business Improvement District 2013, South Locust Street, Hwy 34 to Stolley Park Road and Approving the Assessments

Item #'s: D-3 & F-6

Presenter(s): Jaye Monter, Finance Director

Background

On August 13, 2013, the City Council adopted Ordinance No. 9438 creating South Locust Business Improvement District (BID) 2013 for a period of three years. This district extends on South Locust Street from Highway 34 to Stolley Park Road. The 2014-2015 Budget, as approved by Council, provides for special assessments in the amount of \$7.15 per front footage for a total of \$70,170 for the 9,814 front footage.

Discussion

The City Council, in its capacity as the Board of Equalization, is required to determine the benefits of the District and take action on the assessments as provided for in the associated Ordinance.

Alternatives

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

1. Approve the benefits for the District and related assessments.
2. Deny the benefits and assessments.

Recommendation

City Administration recommends that the Council approve the benefits of South Locust Business Improvement District 2013 and related assessments.

Sample Motion

Board of Equalization: Move to approve the benefits accruing to South Locust Business Improvement District 2013 as presented.

Ordinance: Move to approve the assessments as provided for in the related Ordinance.

R E S O L U T I O N 2014-BE-5

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for South Locust Business Improvement District 2013, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$70,168.18; and

Such benefits are equal and uniform; and

According to the equivalent frontage of the respective lots, tracts, and real estate within South Locust Park Business Improvement District 2013, such benefits are the sums set opposite the several descriptions as follows:

Name	Description	Assessment
MMY Hospitality, LLC	Burch Sub W 273' Lt 1 xc City	1,001.72
Casey's Retail Company	Burch Sub W 125' Lt 2 3 4 xc City	1,287.14
J. Larry Fugate	Burch Sub Lt 5 xc City	856.00
Williams/Michael S & Sandra S	Burch Second Sub Lt 1 xc City	1,004.58
Eating Establishment/The	Runza Sub Lt 1 xc City	1,107.25
Ronald J. Willis and Lori D. Willis	Holcomb's Highway Homes E 100' Lt 12 xc City & E 100' Lt 13 xc City	1,430.00
Ronald J. Willis and Lori D.	Holcomb's Highway Homes Lt 14 xc City	783.35
Hansen/Ryan & Darcy	Holcomb's Highway Homes Lt 15 xc City	775.35
Mueller/John G & Dianna D	Bartz Sub Lt 1	779.35
Mehring/Donald D	Shovlain Second Sub Lt 3	1,110.90
Wratten/Calvin J & Donna	Holcomb's Highway Homes S 52' Lt 19 & N	374.16
Video Kingdom of Grand Island	Holcomb's Highway Homes S 108' Lt 20 xc	779.49
Kershner Properties, LLC	Holcomb's Highway Homes N 60' Lt 22 xc	423.57
Holiday Plaza LLC	Holcomb's Highway Homes Lt 21 xc City	779.49
Da Ly Properties LLC	Holcomb's Highway Homes N 12' Lt 24 xc City & S 98' Lt 23 xc City	786.50
Kershner Properties, LLC	Holcomb's Highway Homes S 49' Lt 22 & N 11' Lt 23 xc City	429.00
Hernandez/Alina	Holcomb's Highway Homes S 97' Lt 24 xc City & N 38' Lt 26 xc City & All 25 xc City	1,744.17
Larsen/Marion D	Holcomb's Highway Homes N 79' Lt 27 xc City & S 71' Lt 26 xc City	1,072.93
McCloud Super 8 Motel Inc	Matthews Sub Pt Lt 25 xc City	1,769.48
Lawrey/William E & Sandra L	Garrison Sub Lt 1 xc City	1,616.83
City of Grand Island	Mil Nic Second Sub to the City of Grand	-

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Nebraska Mil Nic	Mil Nic Second Sub Lt 2	1,956.24
Paulsen And Sons Inc	Roush's Pleasantville Terrace Sub Lts 1 & 28 xc City & All Lts 2 3 26 27	1,430.43
Mehring/Donald D	Shovlain Second Sub Lt 2	858.14
Carpenter/Rex E & Jonadyne A	Woodland First Sub Lt 1 200' X 400' xc City	1,425.85
Carpenter/Rex E & Jonadyne A	Woodland First Sub Lt 2 200' X 400' xc City	1,430.29
Equitable Federal Savings	Woodland First Sub Lt 3 xc City	1,430.43
Oberg/Danny K	Woodland First Sub Lt 4 xc City	1,423.14
Riley's Auto Sales LLC	Woodland First Sub Lt 5 xc City	1,430.43
Rasmussen Jr/Richard S	Woodland First Sub N 50' Of E 260' Lt 6 xc	356.43
Pam's Rentals LLC	Woodland First Sub S 126' Of E 260' Lt 6 xc	905.40
Alpha Corp	Woodland First Sub E 260' Lt 8 xc City	1,497.57
Stratford Plaza LLC	Woodland Second Sub Lt 11 xc City	3,883.31
Bosselman Inc	Woodland Second Sub Lt 8	1,067.78
Carpenter Real Estate Inc	Woodland Second Sub Lt 9	1,072.71
Laub Otto, LLC	Woodland Second Sub Lt 10	1,136.06
Rasmussen Jr/Richard S	Woodland Third Sub Lt 1 xc N 25' Of E 260'	535.68
Arp/Dale & Kathleen	Woodland Third Sub N 25' Of E 260' Lt 1 xc City & Lt 2 xc City	893.25
McDermott & Miller, P C	Woodridge South Sub Lt 1 xc City	1,805.52
Larsen/Marion D	Woodridge South Sub Lt 2 xc City	777.06
South Pointe Development LLC	South Pointe Sub Lt 1	1,754.40
Milton Motels LLC	Miscellaneous Tracts 27 11 9 Pt N 1/2 SW 1/4 SW 1/4 3.03 ac	3,603.60
Platte Valley State Bank	Equestrian Meadows Sub Lt 1	1,274.27
Community Redevelopment Authority	Desert Rose Sub Pt Lt 1 xc City	3,058.98
Robb/Theodore J	Miscellaneous Tracts 27 11 9 Pt NW 1/4 SW 1/4 xc City 5.08 ac	2,402.47
Mik LLC	Miscellaneous Tracts 27 11 9 Pt NW 1/4 SW 1/4 Pt Lt 4 Island xc City 4.85 ac	2,268.48
Llamas/Moises & Olivia	Knox Sub Lot 1 xc City	999.78
All Faiths Funeral Home LLC	Miscellaneous Tracts 27 11 9 Pt NW 1/4 NW 1/4 SW 1/4 2.34 ac	1,716.00
Pharmacy Holdings LLC	Equestrian Meadows Sub Lt 2	1,036.68
Willis/Ronald J & Lori D	MiscellaNEous Tracts 28 11 9 Pt NE 1/4 NE 1/4 xc City .445 ac	715.00
Robb/Mason D	Knox Third Sub Lt 2 xc City	944.09
Robb/Ted	Knox Third Sub Lt 3 xc City	550.98
O'Reilly Automotive Inc	Runza Sub Lt 2 xc City	1,112.83

RESOLUTION 2014-BE-5

Robb/Mason D	Knox Third Sub Lt 1 xc City	1,102.17
Faulkner/Mark A & Suzanne G	Equestrian Meadows Sub Lt 3	1,316.89
Legacy Hospitality Inc	Vanosdall Sub Lt 1	577.43
Wayne Vanosdall Sanitation	Vanosdall Sub Lt 2	507.15
Total Amount		70,168.18

Adopted by the City Council of the City of Grand Island, Nebraska, on September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item E-1

**Public Hearing on Request from The Cigarette Store Corp. dba
Smoker Friendly Liquor & Tobacco #018, 710 Diers Avenue for a
Class "C" Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: September 9, 2014

Subject: Public Hearing on Request from The Cigarette Store Corp. dba Smoker Friendly Liquor & Tobacco #018, 710 Diers Avenue for a Class “C” Liquor License

Item #'s: E-1 & I-1

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

The Cigarette Store Corp. dba Smoker Friendly Liquor & Tobacco #018, 710 Diers Avenue has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

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

Also submitted with the application was a request from Jack Bailey, 2218 West 10th Street for a Liquor Manager Designation.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for The Cigarette Store Corp. dba Smoker Friendly Liquor & Tobacco #018, 710 Diers Avenue for a Class "C" Liquor License contingent upon final inspections and Liquor Manager Designation for Jack Bailey, 2218 West 10th Street contingent upon completion of a state approved alcohol server/seller training program.

08/28/14
14:54

Grand Island Police Department
LAW INCIDENT TABLE

Page: 450
1

City : Grand Island
 Occurred after : 08:00:00 08/18/2014
 Occurred before : 08:00:00 08/18/2014
 When reported : 08:00:00 08/18/2014
 Date disposition declared : 08/19/2014
 Incident number : L14082009
 Primary incident number :
 Incident nature : Liquor Lic Inv Liquor Lic Inv
 Incident address : 710 Diers Ave N
 State abbreviation : NE
 ZIP Code : 68803
 Contact or caller :
 Complainant name number :
 Area location code : PCID Police - CID
 Received by : Vitera D
 How received :
 Agency code : GIPD GIPD Grand Island Police Dept
 Responsible officer : Vitera D
 Offense as Taken :
 Offense as Observed :
 Disposition : ACT Active
 Misc. number : RaNae
 Geobase address ID : 18780
 Long-term call ID :
 Clearance Code : CL CL Case Closed
 Judicial Status : NCI Non-criminal Incident

=====

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
LW	L05122948	08/21/14	Liquor Lic Inv	Related
LW	L08061429	08/21/14	Liquor Lic Inv	Related
NM	194860	08/28/14	Smoker Friendly,	Business
NM	70124	08/18/14	Bailey, Jack D	Liquor Manager

LAW INCIDENT CIRCUMSTANCES:

Se Circu Circumstance code : Miscellaneous

 1 LT17 LT17 Liquor Store

IMAGE CODES FOR INCIDENT:

Seq Imag Image code for a users description field

 1 DOC DOCUMENT mobile reports

LAW INCIDENT NARRATIVE:

Liquor License Investigation

The Grand Island Liquor Mart is Selling its Business to Smoker Friendly Liquor & Tobacco which was issued a Temporary Operating Permit on 8/12/14. Smoker Friendly Liquor & Tobacco is Seeking a Class C Corporate Liquor License. Jack Bailey is Applying to be the Liquor Manager.

LAW INCIDENT OFFENSES DETAIL:

Se	Offe	Offense code	Arson Dama
1	AOFF	AOFF Alcohol Offense	0.00

LAW INCIDENT RESPONDERS DETAIL:

Se	Responding offi	Unit n	Unit number
1	Vitera D	318	Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	15:12:04 08/21/2014

Grand Island Police Department
Supplemental Report

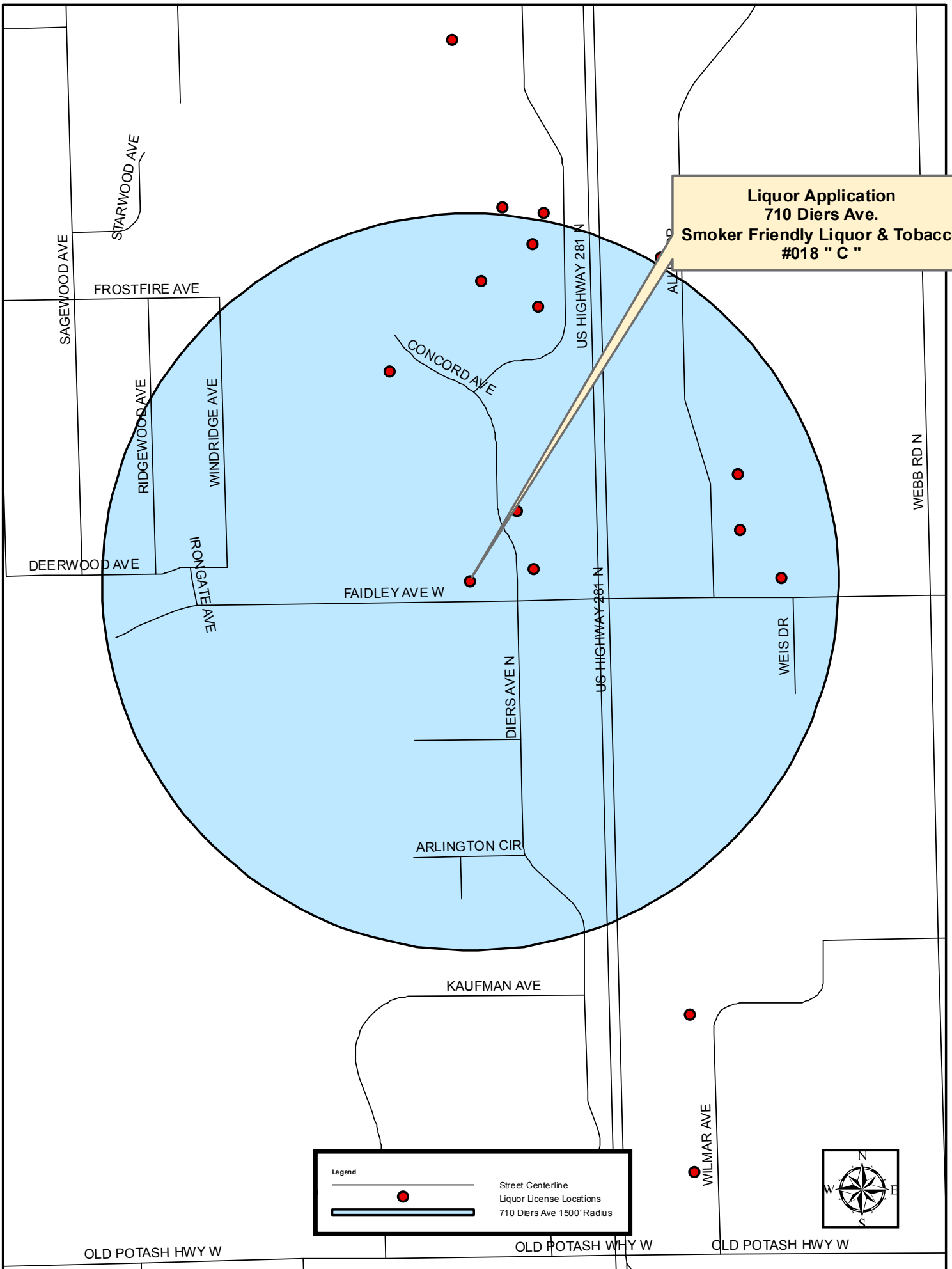
Date, Time: Thu Aug 21 15:12:15 CDT 2014
Reporting Officer: Vitera
Unit- CID

Grand Island Liquor Mart and Tobacco Row located at 710 Diers Avenue is selling its business to Smoker Friendly Liquor & Tobacco which is applying for a Class "C" (beer, wine, distilled spirits on & off sale) Corporate liquor license. Smoker Friendly already has a store in Grand Island located at 802 W. 2nd Street. They also have a store in North Platte, and two in Kearney. All of the corporate officers are from Colorado. Jack Bailey is applying to be the liquor manager, and he has lived in Nebraska for at least the last ten years. According to the application, Jack is not married.

I checked Jack through Spillman and NCJIS. He has a MIP charge listed in Spillman from 2003. The MIP charge shows a conviction in NCJIS. There is also a possession of marijuana (less than an ounce) conviction along with possessing drug paraphernalia conviction from 2008 that Jack had expunged through the Hall County Court on 5/2/14. Jack disclosed each of these convictions on his application. I didn't find any undisclosed convictions. I checked the Internet for information on Jack but couldn't pin down anything specifically to him. I also checked a paid law enforcement-only database on Jack. It appears he had a civil judgment against him in 2010 for \$149 that went to collections. I called the collections company and learned that they garnished his wages to satisfy the judgment. I did not visit with Jack and get his side of this.

Since all the corporate officers are from out of State, and I can't run NCIC criminal history checks for liquor license investigations; we will have to rely upon the State investigation and fingerprint submissions from the applicants.

In summary, Smoker Friendly Liquor & Tobacco already has a store in Grand Island with the same corporate officers and a few other stores in surrounding communities. In addition, the location of their new store already had a liquor license. As far as the liquor manager position goes, Jack Bailey didn't have any undisclosed convictions, and his MIP conviction was eleven years ago. The Grand Island Police Department has no objection to Smoker Friendly Liquor & Tobacco having a liquor license in the old Grand Island Liquor Mart or to Jack Bailey becoming the liquor manager.



Liquor Application
 710 Diers Ave.
 Smoker Friendly Liquor & Tobacco
 #018 "C"

Legend	
	Street Centerline
	Liquor License Locations
	710 Diers Ave 1500' Radius





City of Grand Island

Tuesday, September 9, 2014

Council Session

Item E-2

**Public Hearing on Request from Meier Recreation, LLC dba
Infuse Mixology Bar & Bistro, 313 West 3rd Street for a Class “C”
Liquor License**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: September 9, 2014

Subject: Public Hearing on Request from Meier Recreation, LLC
dba Infuse Mixology Bar & Bistro, 313 West 3rd Street
for a Class “C” Liquor License

Item #'s: E-2 & I-2

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

Meier Recreation, LLC dba Infuse Mixology Bar & Bistro, 313 West 3rd Street has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

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

Also submitted with the application was a request from Blake Meier, 920 Sagewood Avenue for a Liquor Manager Designation.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for Meier Recreation, LLC dba Infuse Mixology Bar & Bistro, 313 West 3rd Street for a Class "C" Liquor License contingent upon final inspections and Liquor Manager Designation for Blake Meier, 920 Sagewood Avenue contingent upon completion of a state approved alcohol server/seller training program.

09/03/14
09:25

Grand Island Police Department
LAW INCIDENT TABLE

Page: 450
1

```

City : Grand Island
Occurred after : **:**:** **/**/****
Occurred before : **:**:** **/**/****
When reported : 09:00:00 08/25/2014
Date disposition declared : **/**/****
Incident number : L14083295
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 313 3rd St W
State abbreviation : NE
ZIP Code : 68801
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received :
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition :
Misc. number : RaNae
Geobase address ID :
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status : NCI Non-criminal Incident
=====

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INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	194953	09/02/14	Infuse Mixology Bar & Bistro,	Business
NM	87146	08/28/14	Meier, Blake D	Owner/Manager
NM	161565	08/28/14	Meier, Chelsey A	Spouse

LAW INCIDENT CIRCUMSTANCES:

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Se Circu Circumstance code      Miscellaneous
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1  LT03  LT03 Bar/Night Club

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LAW INCIDENT NARRATIVE:

I Received a Copy of a Class C LLC Liquor License Application from Blake Meier for Infuse Mixology Bar & Bistro along with a Liquor Manager Application from Blake Meier.

318

Grand Island Police Department
Supplemental Report

Date, Time: Tue Sep 02 09:27:52 CDT 2014

Reporting Officer: Vitera

Unit- CID

I received a copy of a Class C (beer, wine, distilled spirits on and off sale) LLC liquor license application for Infuse Mixology Bar & Bistro. I also received a copy of a liquor manager application from Blake Meier. While examining the applications, I noticed that Infuse Mixology will be directly across the street from a church (liquor licenses shall not be within 150' of a church, exceptions apply), Blake and his wife (Chelsey) disclosed some criminal convictions, the Meier's will not be borrowing in money to establish and/or operate the business, and the Meier's have lived in Grand Island for at least the last ten years.

I checked the Meier's through Spillman and NCJIS. I discovered some potential convictions in Spillman for Blake and Chelsey. I found some traffic convictions in NCJIS for Blake, but only one of them was undisclosed. Chelsey did not have any convictions listed in NCJIS. I checked the Meier's through a paid law enforcement-only database and didn't find anything out of the ordinary under Blake's name. The information did indicate that Chelsey has had three civil judgments against her since 2006 that apparently went to collections. I called two different collections agencies and discovered that all three judgments have been satisfied. I also did a general Internet search but couldn't pinpoint anything to either one of them except a Pinterest account for Chelsey.

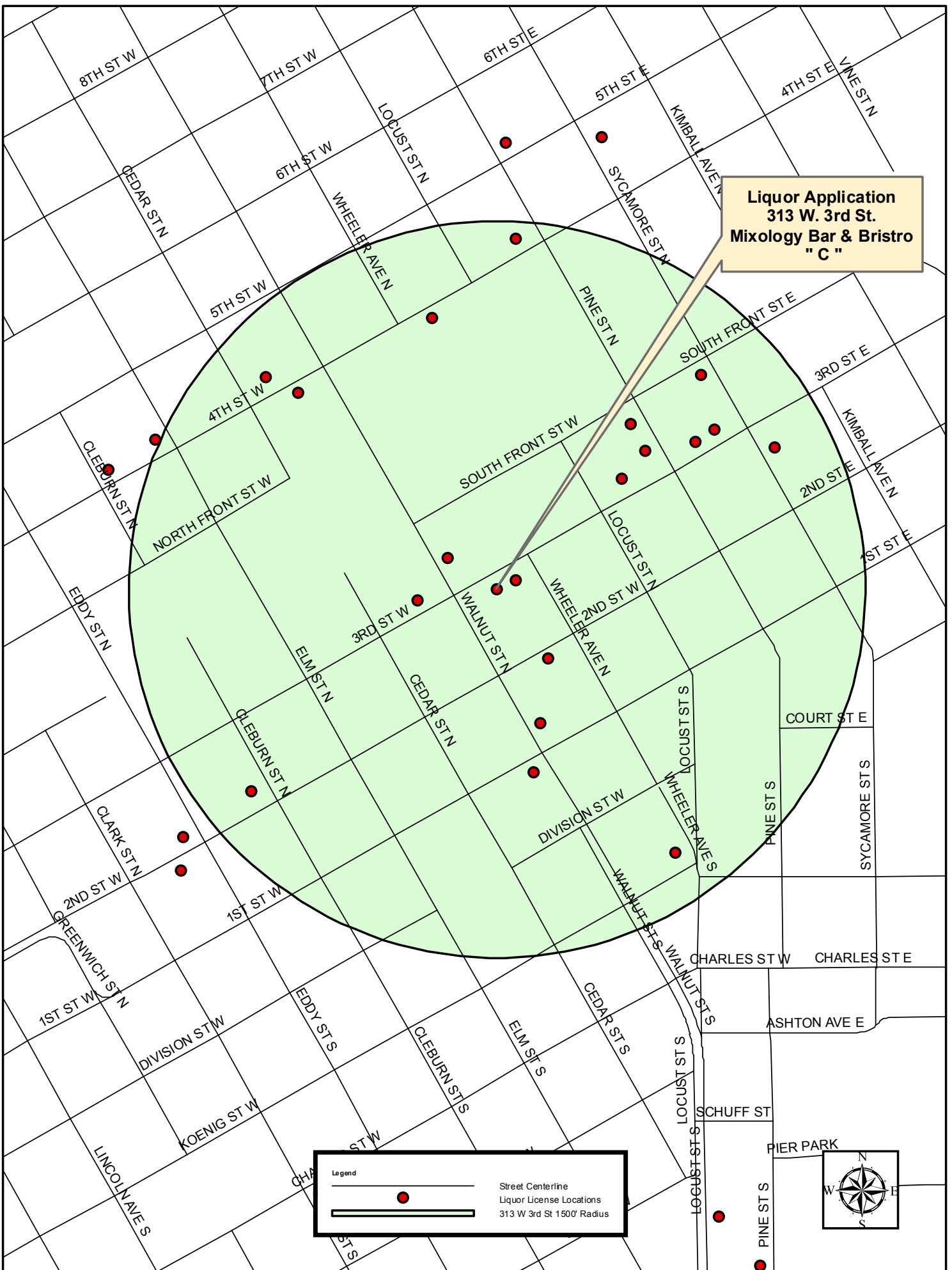
NSP Investigator Fiala and I met with Blake on 8/29/14 at 313 W. 3rd. I asked Blake how he came up with the name of his business. Blake said he spent a substantial amount of time naming the business. He advised that "Infuse" means to absorb or take in. He said "Mixology" is basically a fancy name for a bartender. All together, Blake said his customers can literally absorb and take in all of his food and beverage creations.

Blake said he wants his bar and restaurant to be a little more upscale but a mix of different types of bars. He said he will have six or seven televisions on the wall, but he wouldn't call his bar a sports bar. He wants his customers to enjoy the food and then stick around and enjoy the atmosphere while having a few drinks afterwards. Blake plans on having a dress code and no immediate plans for live entertainment. Blake said his wife has a full time job but will occasionally help him out when he's in a bind. Other than that, he said he will have a couple of part time employees for waitresses, bartenders, and someone preparing the food. He envisions having some traditional food such as hamburgers and pizza, but he also wants to have some gourmet sandwiches and pastas that will be unique to his place.

I went over Blake's application with him, and he acknowledged the issue with a church being across the street but pointed out that J. Elizabeth & The Happy Brush is also within 150' of the church and received local approval and probably won't encounter any problems with the NLCC. The Wine Bar was in his current location and obviously received a liquor license in spite of the church being within 150 feet.

While continuing to peruse the application, I noticed that Blake isn't borrowing any money to establish and/or operate the business. He also checked the "No" box on the application for the question that asks if anyone else will own any of the property in his establishment. Blake said that he has not received any money from anyone. He is using credit and his savings. He also mentioned that his cousin (Andrew Meier) owns Mid-Nebraska Coin and will be supplying a juke box, video games, and a pool table for Infuse Mixology. Blake said he didn't think about those items when he filled out the application.

All in all, Blake and Chelsey have little to no criminal history in Nebraska. The application had only one minor undisclosed traffic conviction. Blake seems to have a good business plan, and the location recently had a liquor license prior to him leasing the building. The church across the street hasn't been an issue in the past. Blake has around eight years of experience working for Bandit's. The Grand Island Police Department has no objection to Infuse Mixology Bar & Bistro receiving a liquor license or to Blake Meier being the liquor manager.





City of Grand Island

Tuesday, September 9, 2014

Council Session

Item E-3

**Public Hearing on Acquisition of Utility Easement - 3133 W. U.S.
Highway 34 - Museum Board of Hall County**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Meeting: September 9, 2014

Subject: Acquisition of Utility Easement – 3133 West U.S. Highway 34
- Stuhr Museum

Item #'s: E-3 & G-3

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of the Museum Board of Hall County, Nebraska, located at 3133 West U.S. Highway 34, an addition to the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Tract 1 of the easement will provide for a new transformer for the power supply to the main building on the island. Tract 2 of the easement will allow a back-up power supply to the entire campus.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.

U.S. HWY 34

NW CORNER- NW 1/4 SEC 32, T-11-N, R-9-W

NORTH LINE- NW 1/4 SEC 32, T-11-N, R-9-W

NORTHERLY LINE- STUHR MUSEUM SUB.

CENTERLINE OF EXISTING 16' WIDE EASEMENT- M ISC. BOOK 28, PG. 387

LOT 2

NE CORNER- NW 1/4 SEC 32, T-11-N, R-9-W

STUHR MUSEUM

LOT 1

TRACT 1


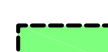
TRACT 2

POINT OF BEGINNING- TRACT 1

POINT OF BEGINNING- TRACT 2

SUBDIVISION

LEGEND

-  INDICATES 20' WIDE UTILITY EASEMENT TRACT 1
-  INDICATES 20' WIDE UTILITY EASEMENT TRACT 2

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.	SCALE: 1"= 400'
DATE: 8/18/2014	STUHR MUSEUM



NOTES:
 1. ALL UNDERGROUND SWITCHES ARE NORMAL CLOSED UNLESS OTHERWISE NOTED.
 2. CIRCLED CABLE NUMBERS INDICATE THE CABLE HAS BEEN INSTALLED AND TAGGED IN THE SECTION.

RAILROAD TOWN LEGEND

1. EXCHANGE TELEPHONE CO.
2. JOE ENDRIGT GUILD HOME
3. VETERANARIAN
4. BLACKSMITH
5. MILLINERY SHOP
6. SADDLERY
7. SHOE HOUSE
8. RESTAURANT
9. RESTAURANT
10. RESTAURANT
11. RESTAURANT
12. RESTAURANT
13. RESTAURANT
14. RESTAURANT
15. RESTAURANT
16. RESTAURANT
17. RESTAURANT
18. RESTAURANT
19. RESTAURANT
20. RESTAURANT
21. RESTAURANT
22. RESTAURANT
23. RESTAURANT
24. RESTAURANT
25. RESTAURANT
26. RESTAURANT

LEGEND

- EASEMENT LINE
- OVERHEAD TRANSMISSION LINE
- 13.8 KV 3PH OVERHEAD
- 13.8 KV 1PH OVERHEAD
- SECONDARIES OVERHEAD
- 13.8 KV 3PH UG - 6" CONDUIT
- 13.8 KV 3PH UG - 5" CONDUIT
- 13.8 KV 3PH UG - 4" CONDUIT
- 13.8 KV 1PH UNDERGROUND-2' CONDUIT
- 13.8 KV 1PH UNDERGROUND-2' CONDUIT
- INSTALLED CONDUIT
- FUTURE CONDUIT
- DIRECTION OF SERVICE
- EXISTING POLE LOCATION
- NEW POLE LOCATION
- PADMOUNT TRANSFORMER
- POLE MOUNT TRANSFORMER
- POLE TOP SWITCH
- POSED UNDERGROUND
- FUSED DISCONNECT
- BLADE DISCONNECT
- NORMAL Y CLOSED
- KOGMALL Y OPEN
- SWITCH NUMBER
- STREET LIGHT
- HIGH VOLTAGE TERMINAL
- SECONDARY PEDestal
- SEC PME SWITCH GEAR
- ND SECTIONALIZER TERMINAL
- PULL BOX
- FAULT INDICATOR

PROPOSED 30 13.8KV HV UNDERGROUND POWER LINE TO BE INSTALLED IN THE CENTER OF A 20' WIDE EASEMENT.

PROPOSED 30 13.8KV HV UNDERGROUND POWER LINE TO BE INSTALLED IN THE CENTER OF A 20' WIDE EASEMENT.

REVISIONS

NO.	DATE	BY	DESCRIPTION
10/12/07	3/99	ZEX	ADDED XFMR & CABLE
11/21/07	3/99	TWB	ADDED XFMR - R.F.D.
4/04	3/99	RHS	UPDATED AS PER MS
12/20/13	3/99	RHS	ADDED UG CROSSING
1/02	3/99	RHS	ADDED XFMR-RR MAIN

STUHR MUSEUM

GRAND ISLAND UTILITIES DEPARTMENT

SCALE: 1"=200'

DWG. NO. A-81



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item E-4

Public Hearing on Acquisition of Utility Easement - 2423 S. Blaine Street - Moreno

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Meeting: September 9, 2014

Subject: Acquisition of Utility Easement – 2423 S. Blaine Street - Moreno

Item #'s: E- 4 & G-4

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Cesar and Jennifer Moreno, located at 2423 S. Blaine Street, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to place underground secondary cable to a location where three lots can be served and remove the overhead secondary crossing private lots.

Alternatives

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

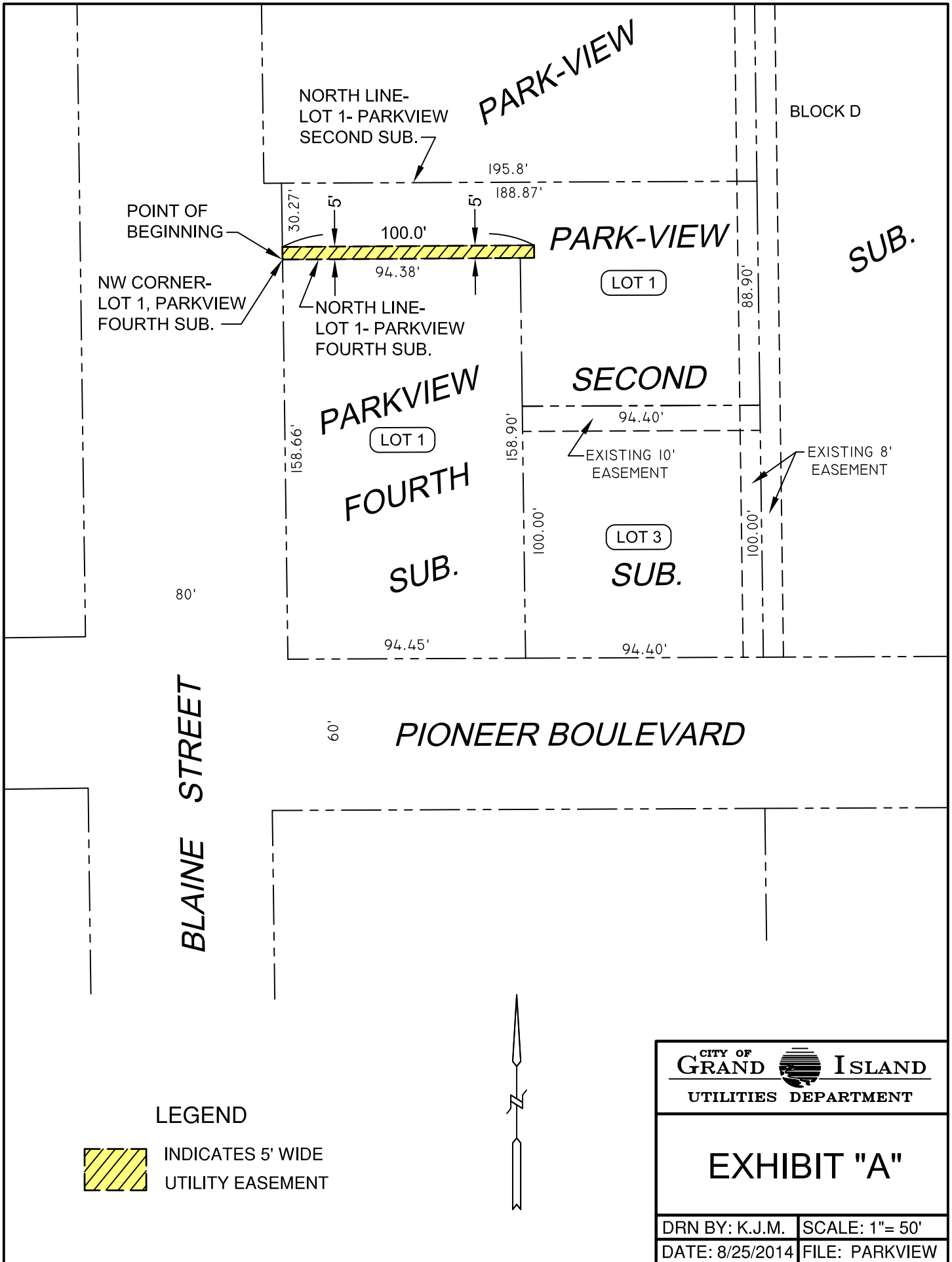
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, September 9, 2014

Council Session

Item E-5

Public Hearing on Acquisition of Utility Easement - West of Blaine Street and North of Schimmer Drive - Blaine Road L.L.C. (Glade)

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Meeting: September 9, 2014

Subject: Acquisition of Utility Easement – West of Blaine Street and North of Schimmer Drive – Blaine Road, LLC (Glade)

Item #'s: E-5 & G-5

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Blaine Road, L.L.C. (Cara and Gordon Glade), located west of Blaine Street and of Schimmer Drive for a new barn in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to place underground conduit, cable and a pad-mounted transformer to provide the requested service to the new barn.

Alternatives

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

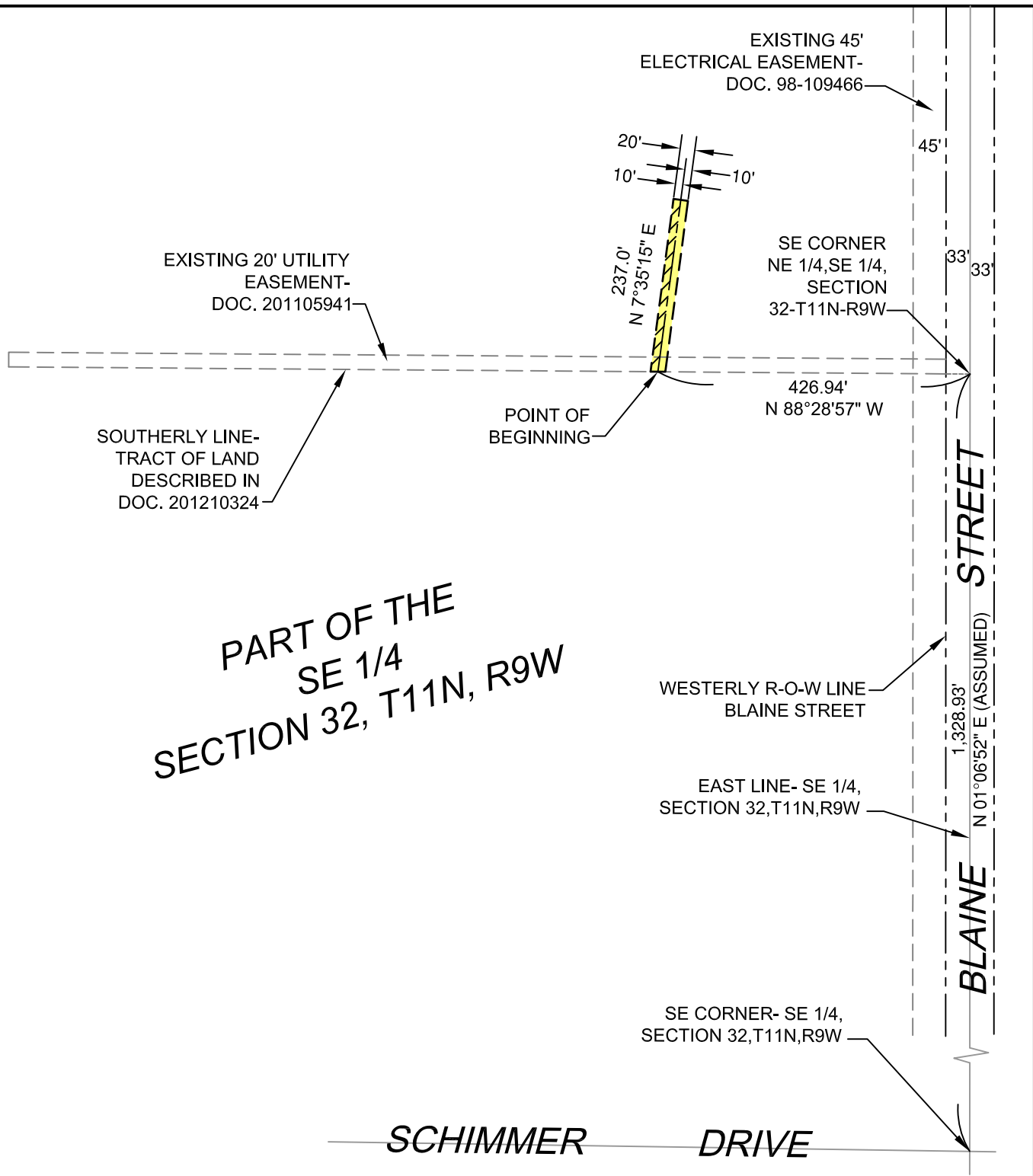
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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


Sample Motion

Move to approve acquisition of the Utility Easement.



**PART OF THE
SE 1/4
SECTION 32, T11N, R9W**



LEGEND
 INDICATES 20' WIDE UTILITY EASEMENT

CITY OF GRAND ISLAND UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: K.J.M.	SCALE: 1" = 200'
DATE: 8/26/2014	FILE: SX 32.11.9



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item E-6

**Public Hearing on Acquisition of Utility Easement - 2909 W.
Highway 30 - Norton (Healthplex)**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Tim Luchsinger, Utilities Director

Meeting: September 9, 2014

Subject: Acquisition of Utility Easement – 2909 W. Highway 30 – Healthplex (Norton)

Item #'s: E-6 & G-6

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Brian Scott and Lisa J. Norton, located at 2909 W. Highway 30, in the City of Grand Island, Hall County, in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

This easement will be used to place underground conduit, cable, and a pad-mounted transformer to provide additional electrical power to the expanded Healthplex building.

Alternatives

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

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

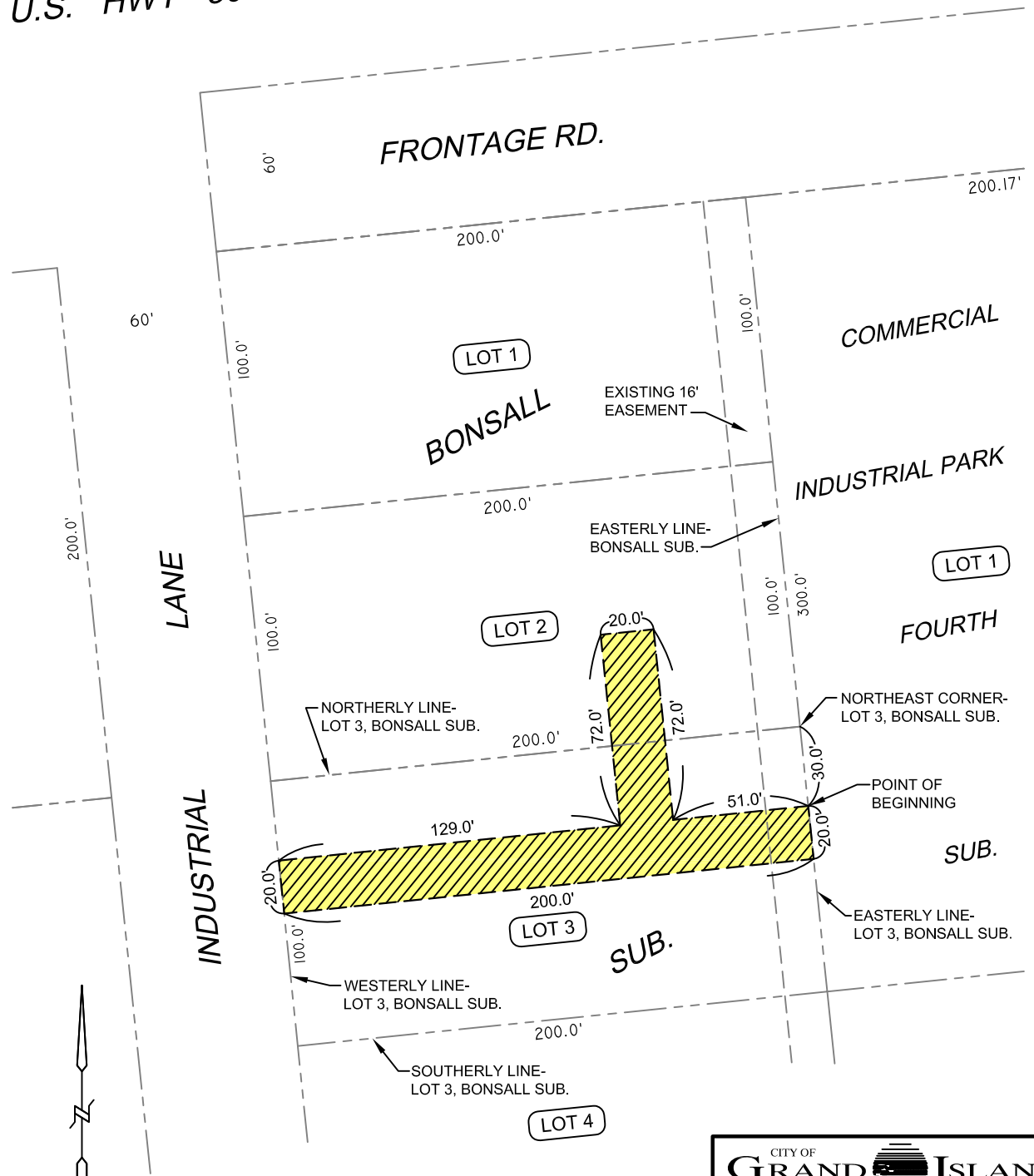
Recommendation

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


Sample Motion

Move to approve acquisition of the Utility Easement.

U.S. HWY 30



LEGEND

 INDICATES 20' WIDE UTILITY EASEMENT

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

DRN BY: K.J.M.	SCALE: 1" = 60'
DATE: 3/13/2013	FILE: BONSALL



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item E-7

Public Hearing on Acquisition of Public Utility Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (U.S. Department of Veterans Affairs)

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: September 9, 2014

Subject: Public Hearing on Acquisition of Public Utility Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (U.S. Department of Veterans Affairs)

Item #'s: E-7 & G-14

Presenter(s): John Collins PE, Public Works Director

Background

Public Works Staff in conjunction with the design engineer, Black & Veatch of Kansas City, Missouri have developed multi-year replacement plan for the City of Grand Island's large diameter gravity sanitary sewer interceptor network. The current planned interceptor, entitled the "North Interceptor" will replace aged force main sanitary sewer, reduce or eliminate current sewer pumping station(s), and provide additional capacity for existing and new growth areas of Grand Island.

The new North Interceptor route was developed to incorporate, and partner with other utilities for the Capital Avenue Widening Project, and the new Headworks Pumping Station Project at the Wastewater Treatment Plant. This project is funded by SRF Project No. C317867-01, however easements, legal fees & administrative costs are not reimbursable by these funds.

A phased approach of constructing the North Interceptor is as follows:

- Phase I - Wastewater Treatment Plant (WWTP) to 7th Street / Skypark Road
- Phase II (Part A) - 7th Street / Skypark Road to Broadwell Avenue
- Phase II (Part B) - Broadwell Avenue to Webb Road
- Phase II (Part C) - Webb Road to Diers Avenue (Lift Station No. 19)

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing and approval by the City Council. Public utility easements are needed in the North Interceptor Phase II, Part A & B projects to accommodate public utilities. The easement will allow for the construction, operation, maintenance, extension, repair, replacement, and removal of public utilities within the easement.

Discussion

A permanent easement is needed from one (1) property owner in these project areas. All documents have been signed and returned by the property owner. Authorization of the document is contingent upon City Council approval.

Owner	Legal	Total
U.S. Department of Veterans Affairs	THE NORTH 40.00 FEET OF LOT ONE (1), HOME SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 17,105 SQUARE FEET OR 0.393 ACRES MORE OR LESS.	\$0.00
		\$0.00

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

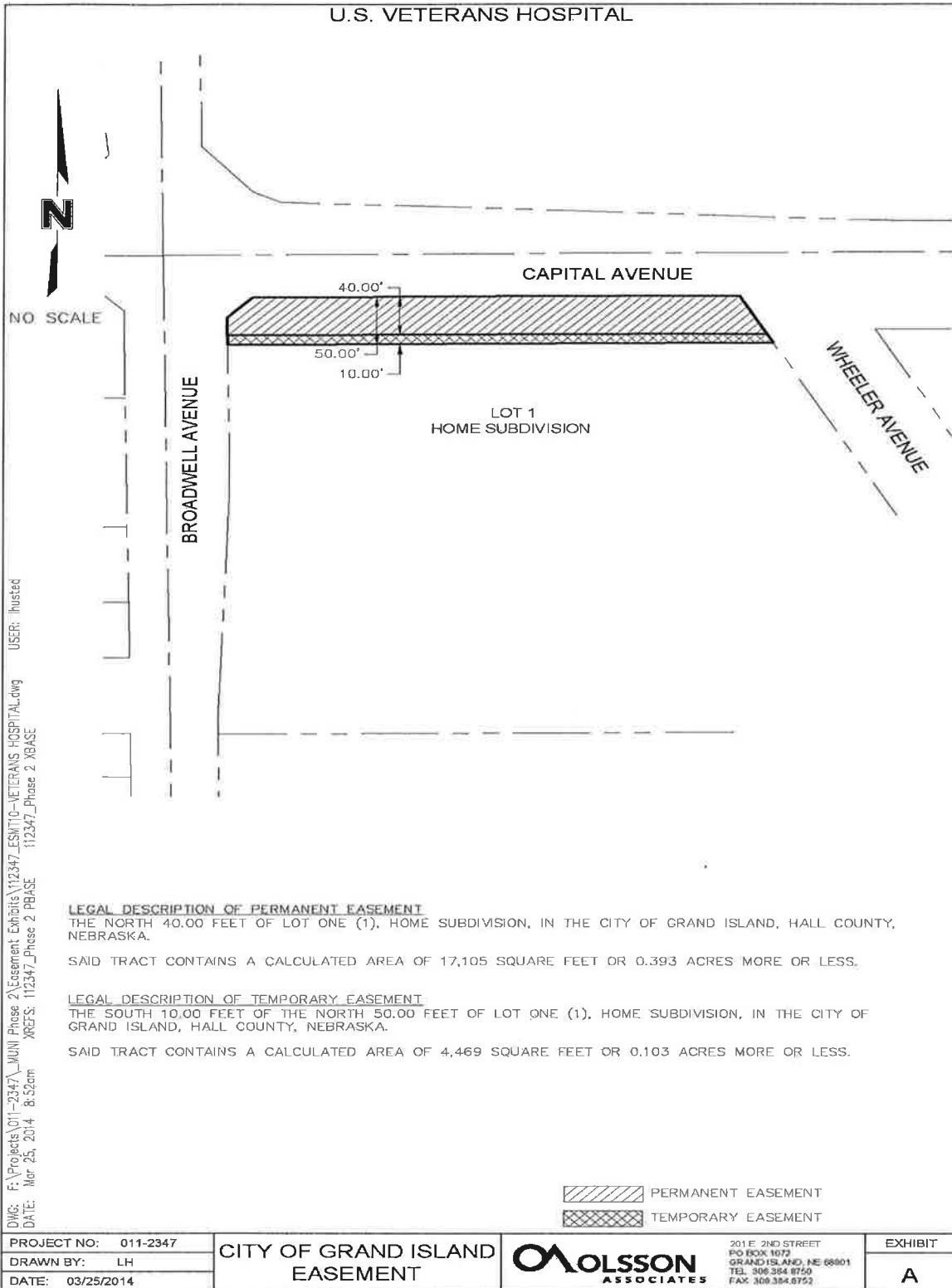
Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the Permanent Easement from the U.S. Department of Veterans Affairs.

Sample Motion

Move to approve the acquisition of the Easement.

EXHIBIT B PROPERTY MAP





City of Grand Island

Tuesday, September 9, 2014

Council Session

Item E-8

**Public Hearing on Acquisition of Drainage Easement in Section 12,
Township 11 North, Range 10 (Blender, LLC – 3812 W 13th St)**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: September 9, 2014

Subject: Public Hearing on Acquisition of Drainage Easement in Section 12, Township 11 North, Range 10 (Blender, LLC – 3812 W 13th St)

Item #'s: E-8 & G-15

Presenter(s): John Collins PE, Public Works Director

Background

A request was made to grade the ditch along the north side of 13th Street, abutting Summerfield Estates, for improved drainage. The existing drainway has very steep, unmaintainable slopes to permit grading of this area.

A drainage easement needs to be dedicated along the north side of 13th Street, along 3812 West 13th Street, to allow for proper drainage.

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

Discussion

This easement will allow for drainage maintenance along the 13th Road north ditch, by providing a wider grass roadway shoulder and establishing safer side slopes after the ditch is graded. The new easement will be a total of ten (10) feet wide, as shown on the attached drawing. The property owner has signed & returned the necessary easement document. There will be no compensation to the property owner for such easement.

Alternatives

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

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

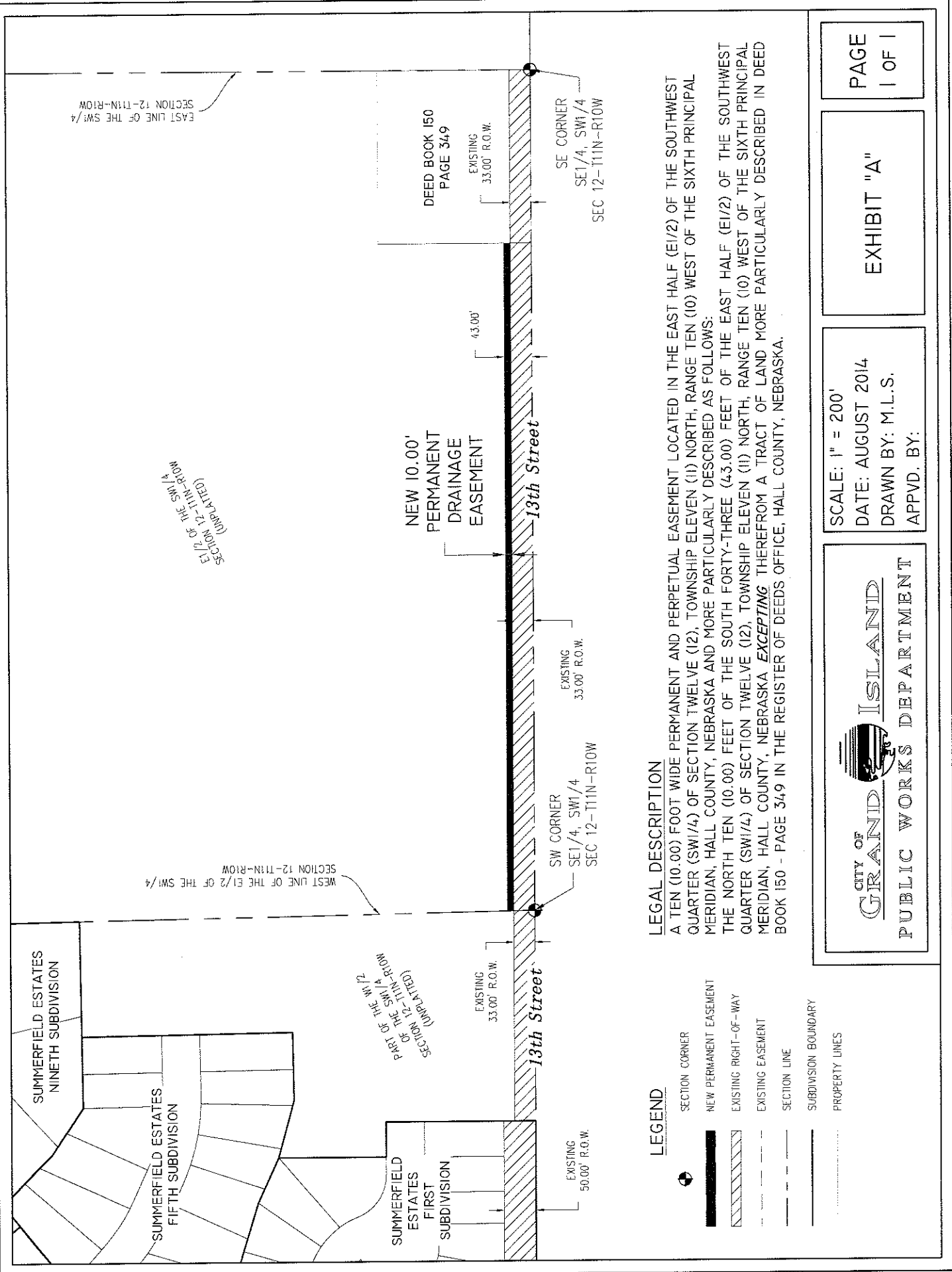
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the drainage easement from Blender, LLC in Section 12, Township 11 North, Range 10.

Sample Motion

Move to approve the acquisition of the drainage easements.

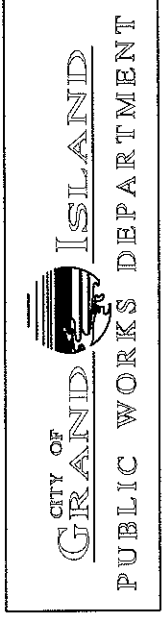


LEGEND

- SECTION CORNER
- NEW PERMANENT EASEMENT
- EXISTING RIGHT-OF-WAY
- EXISTING EASEMENT
- SECTION LINE
- SUBDIVISION BOUNDARY
- PROPERTY LINES

LEGAL DESCRIPTION

A TEN (10.00) FOOT WIDE PERMANENT AND PERPETUAL EASEMENT LOCATED IN THE EAST HALF (E1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 THE NORTH TEN (10.00) FEET OF THE SOUTH FORTY-THREE (43.00) FEET OF THE EAST HALF (E1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA *EXCEPTING* THEREFROM A TRACT OF LAND MORE PARTICULARLY DESCRIBED IN DEED BOOK 150 - PAGE 349 IN THE REGISTER OF DEEDS OFFICE, HALL COUNTY, NEBRASKA.



SCALE: 1" = 200'
 DATE: AUGUST 2014
 DRAWN BY: M.L.S.
 APPVD. BY:

EXHIBIT "A"

PAGE 1 OF 1



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item E-9

Public Hearing on Establishing Rates for the General Property Occupation Tax for Downtown Parking District No. 1 for FY 2014- 2015

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: September 9, 2014

Subject: Consideration of Amending City Code Chapter 13-3
Relative to Tax Rate for Downtown Improvement and
Parking District No. 1

Item #'s: E-9 & F-3

Presenter(s): Jaye Monter, Finance Director

Background

This request is the annual Council action to establish the occupation tax that supports the budget for Downtown Improvement and Parking District No. 1. Assessments in this district are based upon an occupation tax on the public space of the businesses operating within the District and are ordinarily paid by the business occupants of the space. This district has been in place since 1975, and is primarily focused on physical improvements and maintenance of public parking lots and green areas and other activities as allowed by NE. Rev. Statutes 19-4016-4038.

Discussion

The FY 2014-2015 occupation tax factor is \$.1458 per square foot of public use space, with a minimum annual fee of \$113.85. Total non-exempt footage in the District is 263,046 which would provide of occupation taxes of \$40,014.39

Alternatives

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

1. Approve the amendment to the City Code.
2. Modify the amendment to meet the wishes of the Council.
3. Deny the amendment.

Recommendation

City Administration recommends that the Council approve the amendment to City Code.

Sample Motion

Move to approve the Amendment to City Code Chapter 13-3 relative to the tax rate for the Downtown Improvement and Parking District No. 1.



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item E-10

**Public Hearing on General Property, Downtown Improvement
Parking District #2 (Ramp) and Community Redevelopment
Authority (CRA) Tax Request for FY 2014-2015**

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: September 9, 2014

Subject: Public Hearing and Resolution Approving General Property, Downtown Improvement Parking District No. 2 (Ramp) and Community Redevelopment Authority (CRA) Tax Request

Item #'s: E-10 & I-4

Presenter(s): Jaye Monter, Finance Director

Background

Nebraska State Statute 77-1601-02 requires that the City of Grand Island conduct a public hearing to set property tax requests. The general property tax request increased from \$8,344,129 for Fiscal Year 2013-2014 to \$8,616,638 for Fiscal Year 2014-2015, an increase of \$272,509. This increase is related to the increased valuation of \$2,574,553,789 for Fiscal Year 2013-2014 compared to \$2,658,635,505 for Fiscal Year 2014-2015. The levy for the general property tax remains at .3241 for 2014-2015.

The property tax request for the Downtown Improvement Parking District No. 2, also known as the Parking Ramp (Fund 271), remains the same for Fiscal Year 2014-2015. The property tax request is \$8,000. The levy for the Downtown Improvement Parking District No. 2 decreased by 2.7% from .019069 to .018856; due to the district's valuation increase of 1.1% from \$41,952,690 to 42,427,534.

The property tax request for the Community Redevelopment Authority increased from \$669,384 for Fiscal Year 2013-2014 to \$691,245 for Fiscal Year 2014-2015. The \$21,861 increase is related to the same increased valuation listed above for the general property tax. The general operating mill levy for Fiscal Year 2014-2015 will remain at .026 with .00745 of the levy request used to fund the required bond payments for Lincoln Pool.

Discussion

The City Council must pass a resolution by majority vote to set the property tax request for the general property tax at \$8,616,638; the Downtown Improvement Parking District No. 2 property tax at \$8,000; and the Community Redevelopment Authority property tax

at \$691,245. The property tax request was published in the Grand Island Independent on September 04, 2014. It is appropriate at this time to solicit public comment. The action for this public hearing is contained under Resolutions.

Alternatives

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

1. Approve the General Property, Downtown Improvement Parking District No. 2 and Community Redevelopment Authority (CRA) tax requests.
2. Modify the tax requests and the budget.

Recommendation

City Administration recommends that the Council approve the tax requests and levies as presented.

Sample Motion

Move to approve the Fiscal Year 2014-2015 General Property, Downtown Improvement Parking District No. 2 and Community Redevelopment Authority (CRA) tax requests and levies, as presented in the related Resolution.

2014-2015 Property Tax Requests

General Property	Valuation	Levy Rate	Tax	Rate Change	Tax Change
2014-2015	\$ 2,658,635,505	0.324100	\$ 8,616,638		
2013-2014	\$ 2,574,553,789	0.324100	\$ 8,344,129		
Increase	\$ 84,081,716	-	\$ 272,509	0.00%	3.27%

Parking Dist # 2 Ramp	Valuation	Levy Rate	Tax	Rate Change	Tax Change
2014-2015	\$ 42,427,534	0.018560	\$ 8,000		
2013-2014	\$ 41,952,690	0.019069	\$ 8,000		
Increase (Decrease)	\$ 474,844	(0.000509)	\$ -	-2.67%	0.00%

Community Redevelopment Authority	Valuation	Levy Rate	Tax	Rate Change	Tax Change
2014-2015	\$ 2,658,635,505	0.026000	\$ 691,245		
2013-2014	\$ 2,574,553,789	0.026000	\$ 669,384		
Increase	\$ 84,081,716	-	\$ 21,861	0.00%	3.27%



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item E-11

Public Hearing on Proposed FY 2014-2015 Budgets City of Grand Island and Community Redevelopment Authority (CRA) and City of Grand Island Budget

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: September 9, 2014

Subject: Consideration of Approving FY2014-2015 Annual Single City Budget, The Annual Appropriations Bill Including Addendum #1

Item #'s: E-11- & F-7

Presenter(s): Jaye Monter, Finance Director

Background

Public Hearings began on August 12, 2014 to receive public input relative to the proposed FY2014-2015 Annual Single City Budget and Community Redevelopment Authority Budget. Several meetings have been held to review the proposed budget in detail.

Discussion

The following action relative to the budget on the September 9, 2014 agenda includes:

- Consideration of the FY2014-2015 Annual Single City Budget, The Annual Appropriations Bill, including Addendum #1 which represents all changes to the proposed FY2014-2015 City of Grand Island and Community Redevelopment Authority Budget.
- Consideration and approval of the resolution to set the property tax asking for the FY2014-2015 General All Purpose Property Tax, Community Redevelopment Authority (CRA) Tax and the Downtown Improvement Parking District No. 2 Tax levies.
- Consideration and approval of the City Code relative to the Occupation Tax for the Downtown Improvements Parking District #1 that is collected in Special Revenue Fund 271 to maintain improvements to 8 downtown parking lots.
- Consideration and approval of the 1% increase in the City's restricted revenue authority.

The ordinance known as "The Annual Appropriations Bill" must be approved 15 days prior to the start of the City of Grand Island new fiscal year, October 1, 2014. The budget documents must be submitted to the State of Nebraska and to Hall County on or before September 20, 2014.

Alternatives

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

1. Approve the Ordinance for the Annual Single City Budget including Addendum #1.
2. Approve the Resolution to set each property tax asking.
3. Approve the Ordinance for the Downtown Improvements Parking District #1.
4. Approve the 1% increase in the City's restricted revenue authority.
5. Modify the Budget to meet the wishes of the Council.

Recommendation

City Administration recommends Council approval of agenda items as presented.

**FISCAL YEAR 2014-2015 CHANGES TO PROPOSED BUDGET
 APPROPRIATIONS & TRANSFERS
 Addendum #1
 9/9/2014**

<u>FUND</u>	<u>DEPARTMENT</u>	<u>CHANGE</u>	<u>INCREASE (DECREASE) FUND APPROPRIATION</u>
General	Streets	2014 Resurfacing Projects completed in 2015	89,797
General	Library	2014 Forecast Telephone System completed in 2015	20,000
General	City Clerk	Increase City Clerk Election Costs Budget	20,000
CHANGE IN APPROPRIATIONS			129,797
PROPOSED APPROPRIATIONS			<u>40,922,158</u>
AMENDED APPROPRIATIONS			<u><u>41,051,955</u></u>

Permanent Func Cemetery Trust	29,670
CHANGE IN APPROPRIATIONS & Transfers	29,670
PROPOSED APPROPRIATIONS & Transfers	<u>-</u>
AMENDED APPROPRIATIONS & Transfers	<u><u>29,670</u></u>

Special Revenue Pioneer Consortium August 12, 2014 Resolution 2014-224	190,000
CHANGE IN APPROPRIATIONS	190,000
PROPOSED APPROPRIATIONS	<u>6,765,235</u>
AMENDED APPROPRIATIONS	<u><u>6,955,235</u></u>

Capital Projects	400 Fund	Kaufman Plaza Wheeler Ave Bump Out - Drainage	250,000
		Cemetery Study 2014 Forecast completed in 2015	29,670
CHANGE IN APPROPRIATIONS			279,670
PROPOSED APPROPRIATIONS			<u>9,510,922</u>
AMENDED APPROPRIATIONS			<u><u>9,790,592</u></u>

2015 Summary of Changes to Proposed Budget Appropriations & Transfers

GENERAL FUND APPROPRIATIONS	129,797
PERMANENT FUND APPROPRIATIONS & TRANSFERS OUT	29,670
SPECIAL REVENUE APPROPRIATION	190,000
CAPITAL PROJECTS FUND APPROPRIATION	279,670
ENTERPRISE FUND APPROPRIATIONS & TRANSFERS OUT	(3,175,000)
INTERNAL SERVICE FUND APPROPRIATIONS	900,000
<hr/>	
CHANGE IN APPROPRIATIONS & TRANSFERS	(1,645,863)
PROPOSED APPROPRIATIONS & TRANSFERS	<u>214,273,555</u>
AMENDED APPROPRIATIONS & TRANSFERS	<u><u>212,627,692</u></u>

**City of Grand Island
Changes to 2014 Forecast and 2015 Ending Cash Balances**

	<u>2014 Forecast</u>	<u>Reason</u>
General Fund	230,000	Decrease 2014 Forecast Resurfacing Projects
	20,000	Move 2014 Forecast Library Capital Telephone System to 2015
General Fund	<u>250,000</u>	Cash Increase (Decrease) 2014
Cemetery Trust	<u>29,670</u>	Cash Increase (Decrease) 2014 Move Transfer to 400 Fund to 2015 Budget
	29,670	Cemetery Study 2014 Forecast completed in 2015
	150,000	Kaufman Plaza Wheeler Ave Bump Out Forecast complete after 9/30/14
Capital Improvements 400 Fund	(29,670)	Move Transfer In from Cemetery Trust Fund to 2015 Budget
400 Fund	<u>150,000</u>	Cash Increase (Decrease) 2014
	3,200,000	Error in Contract Services number carried over from 2014 Budget Budget Summary III, page 147 53030055-85213
Waste Water Treatment Plant Enterprise Fund	<u>3,200,000</u>	Cash Increase (Decrease) 2014
	<u>3,629,670</u>	All Funds 2014 Forecast Cash Increase (Decrease)

	<u>2015 Budget</u>	<u>Reason</u>
General Fund	63,888	General Fund Property Taxes Valuation Increase
	(89,797)	2014 Resurfacing Projects completed in 2015
	(20,000)	Move 2014 Forecast Library Capital Telephone System to 2015
	(20,000)	Increase City Clerk Election Costs Budget
	25,000	Transfer from Golf Course Enterprise Fund - Repayment 20 year loan Irrigation System
General Fund	<u>(40,909)</u>	Cash Increase (Decrease) 2015
Cemetery Trust	<u>(29,670)</u>	Cash Increase (Decrease) 2015 Move 2014 Transfer to 400 Fund to 2015 Budget
State Gas Tax Fund	(142,861)	Reduce proposed budget State Gas Tax Revenues First Year State Auditor requires Revenue to Match Nebraska Dept. of Roads Estimate
Pioneer Consortium	190,000	2015 Revenue Budget
	(190,000)	2015 Expenditure Budget
Special Revenue	<u>(142,861)</u>	Cash Increase (Decrease) 2015
	(29,670)	Cemetery Study 2014 Forecast completed in 2015
	(250,000)	Kaufman Plaza Wheeler Ave Bump Out-Drainage
	29,670	Move Transfer In from Cemetery Trust Fund to 2015 Budget
Capital Improvements 400 Fund	<u>(250,000)</u>	Cash Increase (Decrease) 2015

Changes to 2014 Forecast and 2015 Ending Cash Balances

	<u>2015 Budget</u>	<u>Reason</u>
Golf Course Enterprise Fund	<u>(25,000)</u>	Cash Increase (Decrease) 2015 Loan payment to General Fund
	3,200,000	Error in Contract Services number carried over from 2014 Budget Budget Summary III, page 147 53030055-85213
Waste Water Treatment Plant Enterprise Fund	<u>3,200,000</u>	Cash Increase (Decrease) 2015
Insurance Reserve	<u>(900,000)</u>	Increase Admin Fees and Medical/Dental Claim Estimate
Internal Service Funds	<u>(900,000)</u>	Cash Increase (Decrease) 2015
Community Redevelopment Authority	5,126	General Property Taxes Valuation Increase
	<u>5,126</u>	Cash Increase (Decrease) 2015
	<u>1,816,686</u>	All Funds 2015 Budget Cash Increase (Decrease)

Summary of Changes

3,629,670 All Funds 2014 Forecast Cash Increase (Decrease)

1,816,686 All Funds 2015 Budget Cash Increase (Decrease)

5,446,356 All Funds 2014 Forecast/2015 Budget Cash Increase (Decrease)

Recap of Cash Increase (Decrease) by Fund:

209,091	General Fund
-	- Cemetery Trust
(142,861)	Special Revenue Funds
-	- Debt Service Fund
(100,000)	Capital Projects Fund
-	- Special Assessments Funds
6,375,000	Enterprise Funds
(900,000)	Internal Service Funds
-	- Agency Funds
5,126	Community Redevelopment Authority
<u>5,446,356</u>	

Effects of Addendum #1 and revenue changes on Cash Balance by Fund

	General Fund	Special Revenue	Capital Improvements	Golf Course	Waste Water Treatment Plant	Insurance Reserve	Community Redevelopment Authority	Total
Proposed Budget in Brief:								
Forecast ending cash 9/30/14	\$ 10,843,193	\$ 4,257,274	\$ 2,542,297	\$ 235,592	\$ 13,042,822	\$ 4,565,825	\$ 156,380	\$ 35,643,383
Streets Resurfacing Projects 2014 Forecast	230,000							230,000
Library Telephone System Capital to 2015	20,000							20,000
City Clerk Increase Election Costs Budget	(20,000)							
Cemetery Study to 2015			29,670					29,670
Transfer in from Cemetery Trust Fund			(29,670)					(29,670)
Kaufman Plaza Wheeler Ave Bump Out to 2015			150,000					
Error Contract Services carried forward to 2014					3,200,000			3,200,000
Forecast ending cash 9/30/14	\$ 11,073,193	\$ 4,257,274	\$ 2,692,297	\$ 235,592	\$ 16,242,822	\$ 4,565,825	\$ 156,380	\$ 39,093,383
Proposed Budget in Brief:								
Budgeted ending cash 9/30/15	\$ 9,618,961	\$ 3,095,737	\$ 181,686	\$ 195,428	\$ 3,862,233	\$ 5,602,347	\$ 156,380	\$ 22,712,772
Net effect of Cash Changes in Forecast 9/30/14	230,000.00	-	150,000.00		3,200,000.00			\$ 3,580,000
								\$ -
Property Tax Revenue Increase-Valuation	63,888.00						5,126.00	\$ 69,014
Street Resurfacing Projects to 2015	(89,797.00)							\$ (89,797)
Library Telephone System Capital to 2015	(20,000.00)							\$ (20,000)
Transfer from Golf Course-Loan Irrigation System	25,000.00			(25,000.00)				
State Gas Tax Revenues		(142,861.00)						\$ (142,861)
Pioneer Consortium Revenues		190,000.00						\$ 190,000
Pioneer Consortium Expenditures		(190,000.00)						\$ (190,000)
Cemetery Study to 2015			(29,670.00)					\$ (29,670)
Transfer in from Cemetery Trust Fund			29,670.00					\$ 29,670
Kaufman Plaza Wheeler Ave Bump Out to 2015			(250,000.00)					\$ (250,000)
Error Contract Services carried forward to 2015					3,200,000.00			\$ 3,200,000
Increase Estimate Admin Fees and Claims						(900,000.00)		\$ (900,000)
Budgeted ending cash 9/30/15	\$ 9,828,052	\$ 2,952,876	\$ 81,686	\$ 170,428	\$ 10,262,233	\$ 4,702,347	\$ 161,506	\$ 28,159,128
Cash Increase (Decrease) 2014 Forecast/2015 Budget								\$ 5,446,356



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item F-1

Review of Ordinance 9411, Enacted: November 27, 2012

Ordinance 9411 directs Council to review compensation for City Council Members when there is a Council election. Any action City Council may choose regarding Ordinance 9411 would take place under F-7 Consideration of Approving FY 2014-2015 Annual Single City Budget and the Annual Appropriations Bill including Addendum #1.

Staff Contact: Jaye Monter, Finance Director

ORDINANCE NO. 9411

WHEREAS, the Grand Island City Council has decided to amend Sections 2-21, its law setting forth the compensation of members of the City Council,

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

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

§2-21. City Council Members; Compensation

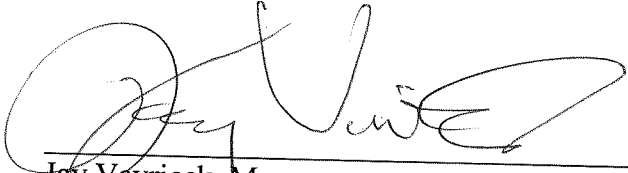
Beginning at the first regular Council meeting in December, 2012 and thereafter the annual compensation for members of the city council shall be seven thousand two hundred dollars (\$7,200.00), payable monthly in equal installments as required by law.

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

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

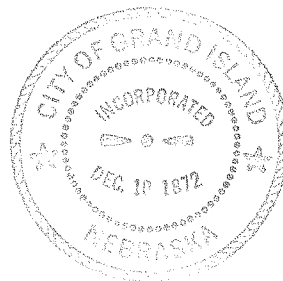
IV. This ordinance shall be in full force and will take effect from and after its passage.

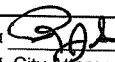
Enacted: November 27, 2012.


Jay Vavricek, Mayor

ATTEST:


RaNae Edwards, City Clerk



Approved as to Form 
November 28, 2012 City Attorney



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item F-2

Review of Ordinance 9412, Enacted: November 27, 2012

Ordinance 9412 directs Council to review compensation for the Mayor when there is a Mayoral election. Any action City Council may choose regarding Ordinance 9412 would take place under F-7 Consideration of Approving FY 2014-2015 Annual Single City Budget and the Annual Appropriations Bill including Addendum #1.

Staff Contact: Jaye Monter, Finance Director

ORDINANCE NO. 9412

WHEREAS, the Grand Island City Council has decided to amend Section 2-18, its law setting forth the compensation of the Mayor,

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

I. That §2-18 of the Grand Island City Code be amended to read as follows:

§2-18. Mayor; Compensation

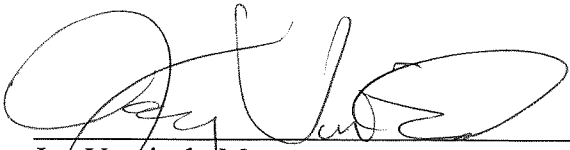
Beginning at the first regular Council meeting in December, 2014 and thereafter the annual compensation for the mayor shall be sixteen thousand dollars (\$16,000.00), payable monthly in equal installments as required by law.

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

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

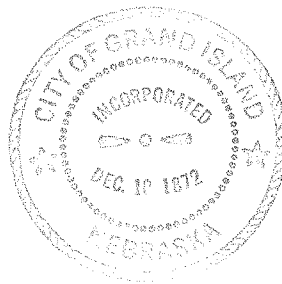
IV. This ordinance shall be in full force and will take effect from and after its passage.


Enacted: November 27, 2012.


Jay Vayricek, Mayor

ATTEST:


RaNae Edwards, City Clerk



Approved as to Form 
November 28, 2012 City Attorney



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item F-3

#9496 - Consideration of Amendments to Chapter 13 of the Grand Island City Code Relative to Occupation Tax for Downtown Improvement Parking District No. 1

This item relates to the aforementioned Public Hearing item E-9.

Staff Contact: Jaye Monter, Finance Director

ORDINANCE NO. 9496

An ordinance to amend Chapter 13 of the Grand Island City Code; to amend Section 3 pertaining to the annual rate of the general license and occupation tax and classification of businesses; to repeal Section 3 as now existing, and any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 13-3 of the Grand Island City Code is hereby amended to read as follows:

§13-3. Tax Rate

The annual rate of the general license and occupation tax and classification of businesses shall be as follows:

- (1) \$00.1458 per square foot floor space upon all space used for business and professional offices in the district; provided,
- (2) \$113.85 minimum annual tax for any single business or professional office should the tax rate under (1) above be less than \$113.85.

Amended by Ordinance No. 8839, effective 10-1-2003
Amended by Ordinance No. 8934, effective 10-1-2004
Amended by Ordinance No. 9004, effective 10-1-2005
Amended by Ordinance No. 9139, effective 10-1-2007
Amended by Ordinance No. 9185, effective 10-1-2008
Amended by Ordinance No. 9234, effective 10-1-2009
Amended by Ordinance No. 9270, effective 10-1-2010
Amended by Ordinance No. 9319 effective 10-1-2011
Amended by Ordinance No. 9398, effective 10-1-2012
Amended by Ordinance No.9445, effective 10-1-2013
Amended by Ordinance No.9496, effective 10-1-2014

SECTION 2. Section 13-3 as now existing, and any ordinances or parts of ordinances in conflict herewith are repealed.

SECTION 3. 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 4. 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.

Approved as to Form	☐ _____
September 5, 2014	☐ City Attorney

Enacted: September 9, 2014

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item F-4

#9497 - Consideration of Assessments for Downtown Business Improvement District 2013

This item relates to the aforementioned Board of Equalization item D-1.

Staff Contact: Jaye Monter, Finance Director

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9497 (A)

An ordinance to assess and levy a special tax to pay the 2014-2015 revenue year cost of Downtown Business Improvement District 2013 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2014-2015 revenue year cost of Downtown Business Improvement District 2013 of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2014-2015 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

Approved as to Form ✕ _____
September 5, 2014 ✕ City Attorney

ORDINANCE NO. 9497 (A) (cont.)

Name	Description	Assessment
Tallgrass Interstate Gas Transmission LLC	Centrally Assessed	17.30
Sourcegas Distribution LLC	Centrally Assessed	-
Northwestern Corporation	Centrally Assessed	3,170.55
Windstream Nebraska Inc	Centrally Assessed	-
Qwest Corporation	Centrally Assessed	2,527.26
AT & T Communications	Centrally Assessed	23.45
AT & T Mobility LLC	Centrally Assessed	17.76
NE Colorado Cellular Inc	Centrally Assessed	57.87
Sprint Nextel Wireless	Centrally Assessed	7.35
Uscoc Of Nebraska/Kansas LLC	Centrally Assessed	1,194.47
City of Grand Island	Original Town To The City Of Grand Island All Blks 52 & 53 & Pt Vac Kimball Ave	-
Bandasack/Chanh & Siphanh	Original Town N 100.5' E 2/3 Lt 1 Blk 54	285.69
Bandasack/Chanh & Siphanh	Original Town S 31.9' E 2/3 Of Lt 1 Blk 54	68.62
Wing Properties Inc	Original Town W 1/3 Lt 1 Blk 54	22.74
Norris/R Dennis & Patricia A	Original Town Lt 2 Blk 54	553.38
City of Grand Island	Original Town To The City Of Grand Island Lt 3 Blk 54	-
City of Grand Island	Original Town To The City Of Grand Island Lt 4 Blk 54	-
Wayne/John W & Teresa A	Original Town N 1/2 W 2/3 Lt 6 & N 1/2 Lt 5 Blk 54	455.43
Katrouzos/Gus G	Original Town S 60' W 1/3 Lt 5 Blk 54	83.57
Katrouzos/Gus G	Original Town S 60' W 16' E 2/3 Lt 5 Blk 54	68.18
Edwards Building Corp	Original Town E 28' S 1/2 Lt 5 & N 6' W 38' S 1/2 Lt 5 Blk 54	78.73
Edwards Building Corp	Original Town W 22' S 1/2 Lt 6 Blk 54	62.85
Norris/R Dennis & Patricia A	Original Town E 22' W 44' S 1/2 & E 22' Lt 6 Blk 54	379.05
Norris/R Dennis & Patricia A	Original Town W 1/3 Lt 7 Blk 54	304.45
Norris/R Dennis & Patricia A	Original Town C 1/3 Lt 7 Blk 54	296.39
Wing Properties Inc	Original Town Lt 8 & E 1/3 Of Lt 7 xc 15' X 15' X 15' Sold To City Blk 54	725.83
Nathan Detroit Inc	Original Town N 1/2 Lt 1 Blk 55	472.87
Nathan Detroit's	Original Town N 44' Of S 1/2 Lt 1 Blk 55	315.79
Irvine/Virginia	Original Town S 22' Lt 1 Blk 55	97.26

ORDINANCE NO. 9497 (A) (cont.)

City of Grand Island	Original Town To The City Of Grand Island E 1/2 Lt 3 & All Lt 2 Blk 55	-
City of Grand Island	Original Town To The City Of Grand Island N 1/2 W 1/2 Lt 3 & N 1/2 Lt 4 Blk 55	-
Hoetfelker/Russell L	Original Town S 1/2 W 1/2 Lt 3 & S 1/2 Lt 4 Blk 55	364.78
Downtown Center LLC	Original Town N 67.5' Lt 5 Blk 55	49.42
Armstrong/Matthew & Janelle	Original Town N 20' S 64.5' Lt 5 Blk 55	114.47
Erives Enterprises LLC	Original Town S 44.5' Lt 5 Blk 55	377.15
Famos Construction Inc	Original Town W 2/3 Lt 6 Blk 55	345.48
Campos/Arthur V & Jeanene	Original Town E 1/3 Lt 6 Blk 55	140.58
Prairie Winds Art Center Inc	Original Town W 1/3 Lt 7 Blk 55	219.75
Merchen/Terrence R	Original Town E 2/3 Lt 7 Blk 55	824.64
T W Ziller Properties LLC	Original Town W 1/3 Lt 8 Blk 55	154.28
T W Ziller Properties LLC	Original Town C 1/3 Lt 8 Blk 55	154.59
T W Ziller Properties LLC	Original Town E 1/3 Lt 8 Blk 55	436.16
Downtown Center LLC	Original Town N 68' Lt 1 & All Lt 2 & E 1/2 Lt 3 Blk 56	166.06
Downtown Center LLC	Original Town N 22' S 42' & W 6' S 20' Lt 1 Blk 56	14.89
Downtown Center LLC	Original Town N 22' S 64' Lt 1 Blk 56	13.76
Downtown Center LLC	Original Town S 20' E 60' Lt 1 Blk 56	11.37
City of Grand Island	Original Town To The City Of Grand Island All Lt 4 & W 1/2 Lt 3 Blk 56	-
Mayhew/Carl & Susan A	Original Town W 1/3 Lt 5 Blk 56	269.20
Phengmarath/Nalinh	Original Town E 2/3 Lt 5 Blk 56	437.96
Pohl/Helen E & James A	Original Town Lt 6 Blk 56	316.80
Johnson/Duane A & Dee Ann	Original Town Lt 7 Blk 56	360.79
Downtown Center LLC	Original Town Lt 8 Blk 56	4,767.13
City of Grand Island Park Lot	Original Town To The City Of Grand Island N 1/2 Lt 1 & All Lts 2-3 & 4 Blk 57	-
J & B Rentals LLC	Ziller Sub Lt 1	577.60
The Grand Foundation, Inc	Original Town To The City Of Grand Island E 2/3 Lt 6 Blk 57	-
Jeo Building Company	Original Town Lt 7 Blk 57	908.02
Overland Building Corp	Original Town Lt 8 Blk 57	1,119.53
Firstier Bank National Assoc	Original Town Lts 1 & 2 Blk 58	312.22
Firstier Bank National Assoc	Original Town N 1/2 Lt 4 & N 1/2 Lt 3 Blk 58	112.58

ORDINANCE NO. 9497 (A) (cont.)

Firstier Bank National Assoc	Original Town Lt 5 & W 22' Lt 6 Blk 58	1,538.94
Firstier Bank National Assoc	Original Town S 1/2 Lt 3 & S 1/2 Lt 4 Blk 58	119.52
Stelk/Mark D	Jensen Sub Lt 1	149.41
Calderon/Eliseo & Jessica	Original Town W 1/3 Lt 7 Blk 58	231.04
Lindner-Bombeck Trustee/Marilyn A	Original Town C 1/3 Lt 7 Blk 58	312.12
Galvan/Jesus G & Victoria	Prensa Latina Sub Lt 1	99.38
Calderon/Eliseo & Jessica	Prensa Latina Sub Lt 2	100.31
Stelk/Mark D	Prensa Latina Sub Lt 4	311.01
Stelk/Mark D & Wanda L	Prensa Latina Sub Lt 3	385.12
Mead Building Centers	Original Town N 102.5' Lt 1 & All Lt 2 Blk 59	274.92
H & H Land Co	Original Town S 29.5' Lt 1 Blk 59	18.44
Mead Building Centers	Original Town S 99' Lt 4 & All Lt 3 Blk 59	260.06
Mead Building Centers	Original Town N 33' Lt 4 Blk 59	140.06
Berta/Gary & Billie	Original Town Lt 5 Blk 59	547.54
Wagoner/Michael R & Lorna D	Original Town E 23' W 46' Lt 6 Blk 59	177.72
Gerdes/Larry C & Mary Ann	Original Town W 23' Lt 6 Blk 59	176.79
Berta/Gary J & Billie J	Original Town E 20' Lt 6 & W 1/2 Lt 7 Blk 59	17.53
H & H Land Co	Original Town W 22' E 1/2 Lt 7 Blk 59	174.63
H & H Land Co	Original Town E 11' Lt 7 & All Lt 8 Blk 59	502.82
CKP LLC	Original Town Lts 1 & 2 Blk 60	485.86
CKP LLC	Original Town Lt 3 Blk 60	119.78
Business Properties	Original Town Lt 4 Blk 60	288.33
618 W 3rd St LLC	Original Town Lts 5 & 6 Blk 60	711.48
Alexander Enterprises LLC	Original Town Lts 7 & 8 Blk 60	547.48
Abjal LLC	Original Town Lts 1 & 2 Blk 61	1,009.31
Abjal LLC	Original Town Lts 3 & 4 Blk 61	829.56
Junebug2 LLC	Original Town Lt 5 Blk 61	680.92
Hansen Properties LLC	Original Town Lts 6-7 & 8 Blk 61	782.40
D & A Investments LLC	Original Town S 44' Lt 1 Blk 62	188.34
D & A Investments LLC	Original Town N 88' Lt 1 Blk 62	496.87
D & A Investments LLC	Original Town Lt 2 Blk 62	281.97
Northwestern Public Service Company	Original Town To The City Of Grand Island S 66' Lt 4 & N 66' E 57' Lt 3 & S 66' Lt 3 Blk 62	-
DMBG Investments LLC	Original Town N 66' W 9' Lt 3 & N 66' Lt 4 Blk 62	150.28
Moreno/Vincent A	Original Town S 1/2 W 50' Lt 5 Blk 62	90.34
Midwest Premier Investments LLC	Original Town N 1/2 W 50' Lt 5 Blk 62	253.19

ORDINANCE NO. 9497 (A) (cont.)

Vogel Enterprises Ltd An IA Corp	Original Town E 16' Lt 5 & W 1/2 Lt 6 Blk 62	61.11
Vogel Enterprises Ltd An IA Corp	Original Town E 1/2 Lt 6 & W 1/2 Lt 7 Blk 62	365.81
Wardens & Vestrymen of St Stephen's	Original Town To The City Of Grand Island E 1/2 Lt 7 & All Lt 8 Blk 62	-
Old Sears Development Inc	Original Town Lts 1 & 2 Blk 63	1,105.46
Old Sears Development Inc	Original Town E 2/3 Lt 3 Blk 63	354.50
Masonic Templecraft Asso of GI	Original Town W 1/3 Lt 3 & E 1/3 Lt 4 Blk 63	-
Centro Cristiano Internacional	Original Town To The City Of Grand Island W 2/3 Lt 4 Blk 63	-
Wardens & Vestrymen of St Stephens	St. Stephens Sub To The City Of Grand Island Lt 1	-
Wardens & Vestry St Stephens	St. Stephens Sub To The City Of Grand Island Lt 2	-
Hack/Monte C & Sheri S	Original Town S 88' Lt 8 Blk 63	388.01
G I Fed Of Labor/Bldg Assn Inc	Original Town To The City Of Grand Island N 44' Lt 8 Blk 63	-
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 1 Blk 64	279.22
Hand/Craig C	Original Town C 1/3 Lt 1 Blk 64	146.97
Cosrec LLC	Original Town W 1/3 Lt 1 Blk 64	188.59
Pham/Tammy	Original Town E 44' Lt 2 Blk 64	263.74
Walsh/Ivan P & Sharon L	Original Town W 1/3 Lt 2 Blk 64	200.61
Double S Properties LLC	Original Town E 1/3 Lt 3 Blk 64	183.30
Saria E/Jose Isidro	Original Town W 2/3 Lt 3 Blk 64	163.35
Gerdes/Galen E & Tamera M	Original Town Lt 4 Blk 64	866.41
City of Grand Island	Original Town To The City Of Grand Island Lt 5 Blk 64	-
City of Grand Island	Original Town To The City Of Grand Island Lts 6 & 7 Blk 64	-
Wagoner/Lorna	Original Town N 22' Lt 8 Blk 64	175.95
Taylor/Terry N & Susan M	Original Town S 1/2 N 1/3 Lt 8 Blk 64	172.10
Shehein/E Lavern & Donna R	Original Town N 44' S 88' Lt 8 Blk 64	179.20
City of Grand Island	Original Town To The City Of Grand Island S 44' Lt 8 Blk 64	-
Edwards Building Corp	Original Town Lt 1 Blk 65	211.33
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 2 Blk 65	161.90
Swanson/Constance K	Original Town C 1/3 Lt 2 Blk 65	152.62
Archway Partnership	Original Town W 1/3 Lt 2 Blk 65	239.70
Bartenbach Real Estate, LLC	Original Town E 1/3 Lt 3 Blk 65	158.14

ORDINANCE NO. 9497 (A) (cont.)

Iglesia Evangelica Pentecostes	Original Town To The City Of Grand Island C 1/3 Lt 3 Blk 65	-
Brown/Janelle L A	Original Town W 1/3 Lt 3 Blk 65	138.61
Hoffer/Allen & Linda	Original Town E 1/3 Lt 4 Blk 65	279.59
Lambrecht/Harriet K	Original Town W 2/3 Lt 4 Blk 65	174.55
J & B Rentals LLC	Original Town S 44' N 1/2 Lt 5 Blk 65	226.76
Taylor/Terry N & Susan M	Original Town N 22' Lt 5 Blk 65	132.63
J O Enterprises Inc	Original Town S 1/2 Lt 5 Blk 65	282.17
J & B Rentals LLC	Original Town W 1/3 Lt 6 Blk 65	86.46
T W Ziller Properties LLC	Original Town E 2/3 Lt 6 Blk 65	165.53
T W Ziller Properties LLC	Original Town W 1/2 Lt 7 Blk 65	160.45
C & S Group LLC	Original Town N 55' E 1/2 Lt 7 & N 55' Lt 8 Blk 65	49.11
C & S Group LLC	Original Town Pt W 18.9' E 1/2 Lt 7 & N 29.9' E 14.1' Lt 7 & W 29' Of C 22' Of E 1/2 Lt 7 & N 29.9' Of S 55' Lt 8 xc N 6' S 31.1' E 40' Lt 8 Blk 65	169.59
Parmley/David J	Original Town C 22' E 4' Lt 7 & C 22' Lt 8 Blk 65	194.99
C & S Group LLC	Original Town S 25.1' E 14.1' Lt 7 & S 25.1' Lt 8 & N 6' S 31.1' E 40' Lt 8 Blk 65	218.92
Garcia/Juan F & Maria Dejesus	Original Town Lts 1 & 2 Blk 66	618.66
Garcia/Maria De Jesus	Original Town W 2/3 Lt 3 xc W 17.5' Of S 44' Blk 66	248.30
Vipperman/John Fredrick	Original Town E 1/3 Lt 3 Blk 66	226.00
Duda/James G	Original Town N 88' E 1/3 Lt 4 Blk 66	232.37
Wing Properties Inc	Original Town N 88' C 1/3 Lt 4 Blk 66	288.43
Jerke/Kristopher	Original Town N 80' W 1/3 Lt 4 Blk 66	233.76
Anson Investment & Development	Original Town W 17 1/2' S 44' Lt 3 & N 8' S 52' W 22' & S 44' Lt 4 Blk 66	291.22
Bartenbach Real Estate, LLC	Original Town W 1/3 Lt 6 & All Lt 5 Blk 66	512.89
Bartenbach Real Estate, LLC	Original Town E 2/3 Lt 6 & W 1/3 Lt 7 Blk 66	266.83
Keeshan/James E & Mary Ann	Original Town E 2/3 Lt 7 Blk 66	271.46
Procon Management Inc	Old City Hall Condominium Property Regime Unit 001 (Basement)	129.60
City of Grand Island	Original Town To The City Of Grand Island N 1/2 Blk 67	-
Plaza Square Development LLC	Original Town S 1/2 Blk 67	1,504.63

ORDINANCE NO. 9497 (A) (cont.)

City of Grand Island	Original Town To The City Of Grand Island E 1/3 Lt 2 & All Lt 1 Blk 68	-
S & V Investments LLC	SV Sub Lt 1	1,773.51
Plaza Square A Partnership	Original Town W 22' Lt 6 & All Lt 5 Blk 68	135.29
Smith/Jonathan M	Original Town W 6' Lt 7 & E 2/3 Lt 6 Blk 68	254.85
Smith/Jonathan M	Original Town E 60' Lt 7 Blk 68	258.31
Plate/Tim C	Original Town Lt 8 Blk 68	234.96
Westerby/Douglas & Mikaela	Original Town Lt 1 Blk 77	82.10
201 E 2nd LLC	Original Town Lt 2 Blk 77	68.21
201 E 2nd LLC	Original Town Lts 3 & 4 Blk 77	1,517.05
City of Grand Island	Original Town To The City Of Grand Island Lts 5-6-7-8 Blk 77	-
City of Grand Island	Original Town To The City Of Grand Island All Blk 78 & Vacated Alley	-
Equitable Bldg & Loan Assn	Original Town Lt 1 Blk 79	347.60
Equitable Bldg & Loan Assn	Original Town Lt 2 Blk 79	103.77
Equitable Bldg & Loan Assn	Original Town S 44' Lt 3 & S 44' Lt 4 Blk 79	1,379.94
Equitable Bldg & Loan Assn	Original Town N 26' 10.5 Lt 8 Blk 79	26.63
Equitable Bldg & Loan Assn	Original Town S 17' 1.5 N 44' Lt 8 Blk 79	15.27
Equitable Bldg & Loan Assn	Original Town S 88' Lt 8 Blk 79	92.44
O'Neill/Joseph P	Original Town E 22' Lt 4 & W 22' Lt 3 Blk 80	181.46
O'Neill/Joseph P	Original Town W 44' Lt 4 Blk 80	131.15
Northwestern Bell Tele Co	Original Town To The City Of Grand Island Lts 5-6-7 Blk 80	-
Northwestern Bell Tele Co	Original Town To The City Of Grand Island N 44' Lt 8 Blk 80	-
Huston/David C	Original Town C 1/3 Lt 8 Blk 80	351.69
Federal Bldg	Original Town To The City Of Grand Island Lts 1-2 & E 44' Lt 3 Blk 80	-
Mitchell/Derek L & Ruth E	Original Town S 44' Lt 8 Blk 80	244.55
Victory Bible Fellowship of The	Original Town To The City Of Grand Island Lt 1 Blk 81	-
Grand Island Area Chamber of Commerce	Original Town To The City Of Grand Island E 2/3 Lt 2 Blk 81	-
Trampe/Ronald E & Sharon R	Original Town W 1/3 Lt 2 Blk 81	155.88
Kansas NE Assoc of Seventh Day	Original Town To The City Of Grand Island E 1/3 Lt 3 Blk 81	-
Encinger Enterprises LLC	Original Town C 1/3 Lt 3 Blk 81	245.03

ORDINANCE NO. 9497 (A) (cont.)

Krauss Enterprises LLC	Original Town W 1/3 Lt 3 & All 4 Blk 81	465.43
Walnut Street Partnership	Original Town Lt 5 Blk 81	437.34
Walnut Street Partnership	Original Town Lt 6 Blk 81	177.69
Wheeler Street Partnership	Original Town Lt 7 & S 2/3 Lt 8 Blk 81	878.61
Wheeler Street Partnership	Original Town N 1/3 Lt 8 Blk 81	248.33
Grand Island Independent	Original Town Lt 1 & Pt Vac Alley Blk 82	83.80
Grand Island Independent	Original Town Lt 2 & Pt Vac Alley Blk 82	289.94
Grand Island Independent	Original Town Lt 3 & Pt Vac Alley Blk 82	83.80
Grand Island Independent	Original Town Lt 4 & Pt Vac Alley Blk 82	182.27
Grand Island Independent	Original Town Lts 5-6-7-8 & Pt Vac Alley Blk 82	2,741.27
Grand Island Hospitality LLC	Original Town Lts 1 & 2 Blk 83	389.08
Jomida Inc A NE Corp	Original Town Lts 3 & 4 Blk 83	995.80
Calderon/Eliseo & Jessica	Original Town N 60.35' Lt 5 Blk 83	166.95
J & B Rentals LLC	Original Town S 71.65' Lt 5 Blk 83	180.67
Mateo P/Tomas	Original Town W 2/3 Lt 6 Blk 83	249.04
Perez/Sylvia	Original Town E 1/3 Lt 6 & All Lt 7 Blk 83	285.58
Wooden/Michael & Sonya	Original Town E 41' N 28' Lt 8 Blk 83	133.44
Wooden/Michael & Sonya	Original Town Pt N 1/3 & S 2/3 Lt 8 Blk 83~	193.87
City of Grand Island	Original Town To The City Of Grand Island All Blk 84	-
Gatzemeyer/Frances Mae	Original Town Lt 1 Blk 85	496.81
Gatzemeyer/Frances Mae	Original Town Lt 2 Blk 85	186.89
Contryman & Asso Prop	Original Town Lts 3 & 4 Blk 85	474.36
Grand Island Liederkrantz	Original Town Pt Lts 1-2-3 & 4 Blk 87	294.61
City of Grand Island	Original Town To The City Of Grand Island All Blk 88	-
Dodge & Elk Park Lots	Original Town To The City Of Grand Island Pt Blk 89	-
Enviro-Clean Contractors Inc	Original Town N 60' Fr Lts 1 & 2 & N 60' Of E 24' Of Lt 3 Blk 89	319.43
Hall Co	Original Town To The City Of Grand Island Strip 8' X 66' & Pt Lt 8 Blk 91	-
Dominick/Audrey	Original Town E 6' N 103' E 37' S 29' Lt 2 & All Lt 1 Blk 92	28.78
City of Grand Island	Original Town To The City Of Grand Island Lt 2 xc E 6' N 103' & E 37' S 29' Lt 2 Blk 92	-
City of Grand Island	Original Town To The City Of Grand Island E 50' Lt 3 Blk 92	-

ORDINANCE NO. 9497 (A) (cont.)

City of Grand Island	Original Town To The City Of Grand Island W 16' Lt 3 & All Lt 4 Blk 92	-
Emery/Gregory D & Charlene A	Campbell's Sub E 51' 8 Lts 1-2-3	89.03
Wagoner/Lorna	Campbell's Sub W 75'4 Lts 1-2-3	276.50
Hastings Grain Inspection Inc	Campbell's Sub Lts 4-5-6 & N 10' Lt 7	165.62
Hastings Grain Inspection Inc	Campbell's Sub S 12' Lt 7 & All Lt 8	237.33
Two Brothers Inc	Campbell's Sub 32' X 127' Lt 9	217.21
Hill/David C	Campbell's Sub To The City Of Grand Island Lts 10-13	416.34
Hall Co	Court House Add To The City Of Grand Island Lt 1	-
Hall Co	Court House Add To The City Of Grand Island Lt 2	-
Hall Co	Court House Add To The City Of Grand Island Lt 3	-
Hall Co	Court House Add To The City Of Grand Island Lt 4	-
County of Hall Nebraska	Hann's Add To The City Of Grand Island N 31' Lt 2 & S 13.75' Lt 1 Blk 1~	-
County of Hall	Hann's Fourth Add To The City Of Grand Island Lt 2	-
Loeffler/Edward A & Jane A	Hann's Add N 14' Lt 3 & S 26' Lt 2 Blk 1~	293.60
Campbell/Hunter & Kathleen	Hann's Add N 7' Pt Lt 4 & S 43' Lt 3 Blk 1	263.81
Morfin/Miguel I Delamora	Hann's Add E 60' Of S 50' Of Lt 4 Blk 1~~	227.62
Campbell/Kathleen A	Hann's Add W 67' Of S 50' Of Lt 4 Blk 1~	126.62
County of Hall	Hann's Fourth Add To The City Of Grand Island Lt 1	-
Marsh Properties LLC	Hann's Second Add S 5' Of Lt 2 & All Lt 3 Blk 4	498.34
Williams/Casey J & Misti A	Hann's Fifth Sub Lt 2	185.27
Mueller/Robert J	Hann's Fifth Sub Lt 1	120.02
Two Brothers Inc	Hann's 3rd Add W 111' X 118' Blk 5	450.03
Rosales-Monzon/Carlos A	Hann's 3rd Add N 52.5' Of E 91.9' Of Blk 5	242.90
Royle/Cecilia B	Hann's 3rd Add E 56' Of W 174' Of Blk 5	113.60
Valenzuela/Linda L	Hann's 3rd Add S 58.5' Of E 91.9' Of Blk 5	234.33
Hoos Insurance Agency Inc	Railroad Add Lt 4 & Pt Vac St Blk 97	273.48
Sanchez/Filemon	Railroad Add N 1/2 Lt 1 Blk 98	22.24
Sanchez/Filemon	Railroad Add S 1/2 Lt 1 Blk 98	314.38
Carlson/Arvid C	Railroad Add Lt 2 Blk 98	114.89

ORDINANCE NO. 9497 (A) (cont.)

Kuehner/Carolyn E	Railroad Add W 1/2 Lt 3 Blk 98	158.27
Schafer/Lee Ann G & Michael W	Railroad Add E 1/2 Lt 3 Blk 98	173.16
Plate/Tim C	Railroad Add N 86' Lt 4 Blk 98	92.44
Plate/Tim C	Railroad Add S 46' Lt 4 Blk 98	168.74
Plate/Tim C	Railroad Add Lt 5 Blk 98	563.22
Plate/Tim C	Railroad Add Lt 6 Blk 98	248.25
Benitez/Floriberto Sanchez	Railroad Add W 52' Lt 7 Blk 98	227.00
Sanchez/Filemon	Railroad Add E 14' Lt 7 & All Lt 8 Blk 98	448.75
Vaclavek/Lee Ann	Railroad Add Fr Lt 1 & Fr Lt 2 Blk 105	118.42
Fox Family LLC	Railroad Add Lt 3 Blk 105	209.57
Lazendorf Holdings Limited Partnership	Railroad Add Lt 4 Blk 105	376.21
Fox Family LLC	Railroad Add Lt 5 & Fr Lts 6 & 7 xc City Blk 105	1,087.74
Starkel/Jerid & Tracy	Railroad Add Lts 1 & 2 Blk 106	629.60
C & S Group LLC	Railroad Add Lt 3 Blk 106	207.09
Fernandez/Pedro	Railroad Add Lt 4 Blk 106	231.12
Muffler Shop Inc/The	Railroad Add Lts 1 & 2 Blk 107	437.34
Muffler Shop Inc/The	Railroad Add Lts 3 & 4 Blk 107	180.90
Lane Home Improvement	Railroad Add S 2/3 Lt 5 Blk 107	58.54
Lane Home Improvement	Railroad Add N 1/3 Lt 5 Blk 107	55.40
Midwest Premier Investments LLC	Railroad Add Lt 6 Blk 107	286.72
Midwest Premier Investments LLC	Railroad Add Lt 7 xc N 60' Of E 22' & xc E 29.54' Of S 71.50' Blk 107	210.20
Janda DDS PC/David E	Railroad Add S 72' Lt 8 & E 29.54' Of S 71.50' Lt 7 Blk 107	312.71
Clinch/John & Barbara	Railroad Add N 60' Of E 22' Lt 7 & N 60' Lt 8 Blk 107	263.16
Fox/Richard & Marilyn	Railroad Add Lts 1 & 2 Blk 108	470.82
Williams/Casey & Misti	Railroad Add E 37' Lt 3 Blk 108	199.15
Douglas Bookkeeping Service Inc	Railroad Add W 29' Lt 3 & All Lt 4 Blk 108	572.82
Placke/Donald J & Janet L	Railroad Add S 88' Lt 5 Blk 108	132.04
Placke/Donald J & Janet L	Railroad Add N 44' Lt 5 Blk 108	76.87
LBE Family Limited Partnership	Railroad Add Lt 6 Blk 108	285.64
Bosselman Inc	Railroad Add Lts 7 & 8 Blk 108	572.25
Gilroy/David A & Carolyn J	Railroad Add S 61' Lt 1 & S 61' Lt 2 Blk 109	201.29
Haney/Thomas W & Diane K	Railroad Add N 71' Lt 1 & N 71' Lt 2 Blk 109~	134.71
Roebuck Enterprises, LLC	Railroad Add E 59.5' Lt 3 Blk 109	148.86

ORDINANCE NO. 9497 (A) (cont.)

Roebuck Enterprises, LLC	Railroad Add E 52'11 Lt 4 & W 6.5' Lt 3 Blk 109~	69.25
McShannon/Roger L & Sharon K	Railroad Add E 52' 11 Of Lt 5 & All Lt 6 Blk 109	214.27
LPB, LLC	Railroad Add Lts 7 & 8 Blk 109	696.28
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 2	-
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 3	-
Hall Co	Westervelt's Sub To The City Of Grand Island N 52 1/3' Of W 150' Lt 4	-
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 5	-
County of Hall	Westervelt's Sub To The City Of Grand Island W 86' Of E 165' Of 4 & W 86' Of E 165' Of N 48.5' Lt 5	-
County of Hall	Westervelt's Sub To The City Of Grand Island W Pt Of N 48.5' X 150' Lt 5 & 26.17' X 150' Of W Pt Lt 4	-
Schager/Margo	Gilbert's Sub North, Part Of Blk 79, Original Town 22' X 99' Lt A	155.77
Equitable Building & Loan Assoc	Gilbert's Sub North, Part Of Blk 79, Original Town Lt B	162.68
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 102	146.26
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 103	211.49
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 104	526.31
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201A	471.85
Devco Investment Corporation	The Yancy, A Condominium Unit 301	100.32
George/Mollie Jo	The Yancy, A Condominium Unit 302	72.85
Farr/Thomas M & Nita J	The Yancy, A Condominium Unit 303	103.62
Zins/William L	The Yancy, A Condominium Unit 304	95.48
Myers/Jon M & Chandra L	The Yancy, A Condominium Unit 305	162.69
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 401	74.04
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 402	84.47
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 403	81.11
Edwards Building Corp	The Yancy, A Condominium Unit 404	134.12
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 405	81.50
Powers/Yolanda L	The Yancy, A Condominium Unit 406	114.97
Fordham/Wyndell F & Barbara B	The Yancy, A Condominium Unit 407	126.23
Luce/Eric D	The Yancy, A Condominium Unit 501	74.87

ORDINANCE NO. 9497 (A) (cont.)

Artvest III, A NE General Partner	The Yancy, A Condominium Unit 502	86.82
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 503	81.16
Sindelar/Kody	The Yancy, A Condominium Unit 504	102.42
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 505	81.56
Myers/Jon M & Chandra L	The Yancy, A Condominium Unit 506	115.05
Mowitz/Lynn	The Yancy, A Condominium Unit 507	130.08
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 601	74.77
Artvest III	The Yancy, A Condominium Unit 602	86.96
Shaw/Stephanie A	The Yancy, A Condominium Unit 603	81.56
Clyne/Thomas B	The Yancy, A Condominium Unit 604	93.88
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 605	81.65
Lind/Sharon Graves	The Yancy, A Condominium Unit 606	80.76
Arp/Charmaine L	The Yancy, A Condominium Unit 607	122.02
Lind/Sharon Graves	The Yancy, A Condominium Unit 701	81.76
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 702	87.08
Johnson/Margaret A	The Yancy, A Condominium Unit 703	81.40
Burtscher/Jan L	The Yancy, A Condominium Unit 704	134.42
Rathjen/Michelle R	The Yancy, A Condominium Unit 705	89.80
Long/Clifton J	The Yancy, A Condominium Unit 706	-
Vodehnal/Lloyd L	The Yancy, A Condominium Unit 707	-
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 801	74.92
Mapes & Co General Partnership	The Yancy, A Condominium Unit 802	87.17
Mapes & Co General Partnership	The Yancy, A Condominium Unit 803	95.30
Myers/Mollie	The Yancy, A Condominium Unit 804	154.01
Alexander/Wendy L	The Yancy, A Condominium Unit 805	70.48
Nelson/Jack L	The Yancy, A Condominium Unit 806	46.00
Nissen/James F	The Yancy, A Condominium Unit 901	74.95
Evnen/Everett A & Elaine S	The Yancy, A Condominium Unit 902	87.23
Evnen/Everett A & Elaine S	The Yancy, A Condominium Unit 903	95.36
Atkins/Ann C	The Yancy, A Condominium Unit 904	98.41
Dizmang/Tammy L	The Yancy, A Condominium Unit 905	70.52
Lind/Sharon Graves	The Yancy, A Condominium Unit 906	143.10
Todd/Linda M	The Yancy, A Condominium Unit 1001	81.93
Fogland/Dan & Chris	The Yancy, A Condominium Unit 1002	87.26
Gillam/Jack L & Jerney S	The Yancy, A Condominium Unit 1003	66.79
Whitehead/Diana L	The Yancy, A Condominium Unit 1004	129.07
Megard/Ruth E	The Yancy, A Condominium Unit 1005	101.98

ORDINANCE NO. 9497 (A) (cont.)

Aden/Steven G	The Yancy, A Condominium Unit 1006	-
Myers/Jon M & Chandra	The Yancy, A Condominium Unit 1101	82.05
Clare/Linda L	The Yancy, A Condominium Unit 1102	87.34
Buckley/Lynn A	The Yancy, A Condominium Unit 1103	-
Myers/Jon M & Chandra	The Yancy, A Condominium Unit 1104	146.50
Boley/Loren E	The Yancy, A Condominium Unit 1105	102.13
Mowitz/Lynn	The Yancy, A Condominium Unit 1106	150.50
Home Federal Savings & Loan Assn	Hann's Fourth Add Lt 3	1,797.22
Artvest III	The Yancy, A Condominium Unit 002	11.21
Artvest III	The Yancy, A Condominium Unit 001	40.53
Ellison/Roxann T	Original Town W 18.9' Of E 33' Of S 25.1' Lt 7 Blk 65	53.43
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 101	35.20
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201B	57.02
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201C	143.54
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201D	108.06
Home Federal Savings & Loan	Original Town Pt Lts 1-2-3-4-7 & All 5 & 6 & Pt Vacated Alley Blk 89	366.10
Artvest III	The Yancy, A Condominium Unit 602	58.27
Calderon/Eliseo & Jessica	Jensen Sub Lt 2	91.47
Iglesia Evangelica Pentecostes	Ziller Sub Lt 2	-
City of Grand Island	Westervelt's Sub To The City Of Grand Island Vacated St South Of Lt 1	-
City of Grand Island	Original Town S 1/2 Lt 1 Blk 57	-
City of Grand Island	Parking Ramp Sub To The City Of Grand Island Lts 1-2-& 3	-
Hill/David C	Campbell's Sub To The City Of Grand Island Lts 10 & 11	89.93
Total Amount		92,075.25

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

ORDINANCE NO. 9497 (A) (cont.)

SECTION 3. The city treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the “Downtown Business Improvement District 2013”.

SECTION 5. Any provision of the Grand Island City Code, any ordinance, or part of an ordinance in conflict herewith is hereby repealed.

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

Enacted: September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9497 (B)

An ordinance to assess and levy a special tax to pay the 2014-2015 revenue year cost of Downtown Business Improvement District 2013 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2014-2015 revenue year cost of Downtown Business Improvement District 2013 of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2014-2015 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

Approved as to Form ✕ _____
September 5, 2014 ✕ City Attorney

ORDINANCE NO. 9497 (B) (cont.)

Name	Description	Assessment
Tallgrass Interstate Gas Transmission LLC	Centrally Assessed	17.30
Sourcegas Distribution LLC	Centrally Assessed	-
Northwestern Corporation	Centrally Assessed	3,170.55
Windstream Nebraska Inc	Centrally Assessed	-
Qwest Corporation	Centrally Assessed	2,527.26
AT & T Communications	Centrally Assessed	23.45
AT & T Mobility LLC	Centrally Assessed	17.76
NE Colorado Cellular Inc	Centrally Assessed	57.87
Sprint Nextel Wireless	Centrally Assessed	7.35
Uscoc Of Nebraska/Kansas LLC	Centrally Assessed	1,194.47
City of Grand Island	Original Town To The City Of Grand Island All Blks 52 & 53 & Pt Vac Kimball Ave	-
Bandasack/Chanh & Siphanh	Original Town N 100.5' E 2/3 Lt 1 Blk 54	285.69
Bandasack/Chanh & Siphanh	Original Town S 31.9' E 2/3 Of Lt 1 Blk 54	68.62
Wing Properties Inc	Original Town W 1/3 Lt 1 Blk 54	22.74
Norris/R Dennis & Patricia A	Original Town Lt 2 Blk 54	553.38
City of Grand Island	Original Town To The City Of Grand Island Lt 3 Blk 54	-
City of Grand Island	Original Town To The City Of Grand Island Lt 4 Blk 54	-
Wayne/John W & Teresa A	Original Town N 1/2 W 2/3 Lt 6 & N 1/2 Lt 5 Blk 54	455.43
Katrouzos/Gus G	Original Town S 60' W 1/3 Lt 5 Blk 54	83.57
Katrouzos/Gus G	Original Town S 60' W 16' E 2/3 Lt 5 Blk 54	68.18
Edwards Building Corp	Original Town E 28' S 1/2 Lt 5 & N 6' W 38' S 1/2 Lt 5 Blk 54	78.73
Edwards Building Corp	Original Town W 22' S 1/2 Lt 6 Blk 54	62.85
Norris/R Dennis & Patricia A	Original Town E 22' W 44' S 1/2 & E 22' Lt 6 Blk 54	379.05
Norris/R Dennis & Patricia A	Original Town W 1/3 Lt 7 Blk 54	304.45
Norris/R Dennis & Patricia A	Original Town C 1/3 Lt 7 Blk 54	296.39
Wing Properties Inc	Original Town Lt 8 & E 1/3 Of Lt 7 xc 15' X 15' X 15' Sold To City Blk 54	725.83
Nathan Detroit Inc	Original Town N 1/2 Lt 1 Blk 55	472.87
Nathan Detroit's	Original Town N 44' Of S 1/2 Lt 1 Blk 55	315.79
Irvine/Virginia	Original Town S 22' Lt 1 Blk 55	97.26

ORDINANCE NO. 9497 (B) (cont.)

City of Grand Island	Original Town To The City Of Grand Island E 1/2 Lt 3 & All Lt 2 Blk 55	-
City of Grand Island	Original Town To The City Of Grand Island N 1/2 W 1/2 Lt 3 & N 1/2 Lt 4 Blk 55	-
Hoetfelker/Russell L	Original Town S 1/2 W 1/2 Lt 3 & S 1/2 Lt 4 Blk 55	364.78
Downtown Center LLC	Original Town N 67.5' Lt 5 Blk 55	49.42
Armstrong/Matthew E & Janelle A	Original Town N 20' S 64.5' Lt 5 Blk 55	114.47
Erives Enterprises LLC	Original Town S 44.5' Lt 5 Blk 55	377.15
Famos Construction Inc	Original Town W 2/3 Lt 6 Blk 55	345.48
Campos/Arthur V & Jeanene	Original Town E 1/3 Lt 6 Blk 55	140.58
Prairie Winds Art Center Inc	Original Town W 1/3 Lt 7 Blk 55	219.75
Merchen/Terrence R	Original Town E 2/3 Lt 7 Blk 55	824.64
T W Ziller Properties LLC	Original Town W 1/3 Lt 8 Blk 55	154.28
T W Ziller Properties LLC	Original Town C 1/3 Lt 8 Blk 55	154.59
T W Ziller Properties LLC	Original Town E 1/3 Lt 8 Blk 55	436.16
Downtown Center LLC	Original Town N 68' Lt 1 & All Lt 2 & E 1/2 Lt 3 Blk 56	166.06
Downtown Center LLC	Original Town N 22' S 42' & W 6' S 20' Lt 1 Blk 56	14.89
Downtown Center LLC	Original Town N 22' S 64' Lt 1 Blk 56	13.76
Downtown Center LLC	Original Town S 20' E 60' Lt 1 Blk 56	11.37
City of Grand Island	Original Town To The City Of Grand Island All Lt 4 & W 1/2 Lt 3 Blk 56	-
Mayhew/Carl & Susan A	Original Town W 1/3 Lt 5 Blk 56	269.20
Phengmarath/Nalinh	Original Town E 2/3 Lt 5 Blk 56	437.96
Pohl/Helen E & James A	Original Town Lt 6 Blk 56	316.80
Johnson/Duane A & Dee Ann	Original Town Lt 7 Blk 56	360.79
Downtown Center LLC	Original Town Lt 8 Blk 56	4,767.13
City of Grand Island Park Lot	Original Town To The City Of Grand Island N 1/2 Lt 1 & All Lts 2-3 & 4 Blk 57	-
J & B Rentals LLC	Ziller Sub Lt 1	577.60
The Grand Foundation, Inc	Original Town To The City Of Grand Island E 2/3 Lt 6 Blk 57	-
Jeo Building Company	Original Town Lt 7 Blk 57	908.02
Overland Building Corp	Original Town Lt 8 Blk 57	1,119.53
Firstier Bank National Assoc	Original Town Lts 1 & 2 Blk 58	312.22
Firstier Bank National Assoc	Original Town N 1/2 Lt 4 & N 1/2 Lt 3 Blk 58	112.58

ORDINANCE NO. 9497 (B) (cont.)

Firstier Bank National Assoc	Original Town Lt 5 & W 22' Lt 6 Blk 58	1,538.94
Firstier Bank National Assoc	Original Town S 1/2 Lt 3 & S 1/2 Lt 4 Blk 58	119.52
Stelk/Mark D	Jensen Sub Lt 1	149.41
Calderon/Eliseo & Jessica	Original Town W 1/3 Lt 7 Blk 58	231.04
Lindner-Bombeck Trustee/Marilyn A	Original Town C 1/3 Lt 7 Blk 58	312.12
Galvan/Jesus G & Victoria	Prensa Latina Sub Lt 1	99.38
Calderon/Eliseo & Jessica	Prensa Latina Sub Lt 2	100.31
Stelk/Mark D	Prensa Latina Sub Lt 4	311.01
Stelk/Mark D & Wanda L	Prensa Latina Sub Lt 3	385.12
Mead Building Centers	Original Town N 102.5' Lt 1 & All Lt 2 Blk 59	274.92
H & H Land Co	Original Town S 29.5' Lt 1 Blk 59	18.44
Mead Building Centers	Original Town S 99' Lt 4 & All Lt 3 Blk 59	260.06
Mead Building Centers	Original Town N 33' Lt 4 Blk 59	140.06
Berta/Gary & Billie	Original Town Lt 5 Blk 59	547.54
Wagoner/Michael R & Lorna D	Original Town E 23' W 46' Lt 6 Blk 59	177.72
Gerdes/Larry C & Mary Ann	Original Town W 23' Lt 6 Blk 59	176.79
Berta/Gary J & Billie J	Original Town E 20' Lt 6 & W 1/2 Lt 7 Blk 59	17.53
H & H Land Co	Original Town W 22' E 1/2 Lt 7 Blk 59	174.63
H & H Land Co	Original Town E 11' Lt 7 & All Lt 8 Blk 59	502.82
CKP LLC	Original Town Lts 1 & 2 Blk 60	485.86
CKP LLC	Original Town Lt 3 Blk 60	119.78
Business Properties	Original Town Lt 4 Blk 60	288.33
618 W 3rd St LLC	Original Town Lts 5 & 6 Blk 60	711.48
Alexander Enterprises LLC	Original Town Lts 7 & 8 Blk 60	547.48
Abjal LLC	Original Town Lts 1 & 2 Blk 61	1,009.31
Abjal LLC	Original Town Lts 3 & 4 Blk 61	829.56
Junebug2 LLC	Original Town Lt 5 Blk 61	680.92
Hansen Properties LLC	Original Town Lts 6-7 & 8 Blk 61	782.40
D & A Investments LLC	Original Town S 44' Lt 1 Blk 62	188.34
D & A Investments LLC	Original Town N 88' Lt 1 Blk 62	496.87
D & A Investments LLC	Original Town Lt 2 Blk 62	281.97
Northwestern Public Service Company	Original Town To The City Of Grand Island S 66' Lt 4 & N 66' E 57' Lt 3 & S 66' Lt 3 Blk 62	-
DMBG Investments LLC	Original Town N 66' W 9' Lt 3 & N 66' Lt 4 Blk 62	150.28
Moreno/Vincent A	Original Town S 1/2 W 50' Lt 5 Blk 62	90.34
Midwest Premier Investments LLC	Original Town N 1/2 W 50' Lt 5 Blk 62	253.19

ORDINANCE NO. 9497 (B) (cont.)

Vogel Enterprises Ltd An IA Corp	Original Town E 16' Lt 5 & W 1/2 Lt 6 Blk 62	61.11
Vogel Enterprises Ltd An IA Corp	Original Town E 1/2 Lt 6 & W 1/2 Lt 7 Blk 62	365.81
Wardens & Vestrymen of St Stephen's	Original Town To The City Of Grand Island E 1/2 Lt 7 & All Lt 8 Blk 62	-
Old Sears Development Inc	Original Town Lts 1 & 2 Blk 63	1,105.46
Old Sears Development Inc	Original Town E 2/3 Lt 3 Blk 63	354.50
Masonic Templecraft Asso of GI	Original Town W 1/3 Lt 3 & E 1/3 Lt 4 Blk 63	-
Centro Cristiano Internacional	Original Town To The City Of Grand Island W 2/3 Lt 4 Blk 63	-
Wardens & Vestrymen of St Stephens	St. Stephens Sub To The City Of Grand Island Lt 1	-
Wardens & Vestry St Stephens	St. Stephens Sub To The City Of Grand Island Lt 2	-
Hack/Monte C & Sheri S	Original Town S 88' Lt 8 Blk 63	388.01
G I Fed Of Labor/Bldg Assn Inc	Original Town To The City Of Grand Island N 44' Lt 8 Blk 63	-
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 1 Blk 64	398.88
Hand/Craig C	Original Town C 1/3 Lt 1 Blk 64	146.97
Cosrec LLC	Original Town W 1/3 Lt 1 Blk 64	188.59
Pham/Tammy	Original Town E 44' Lt 2 Blk 64	263.74
Walsh/Ivan P & Sharon L	Original Town W 1/3 Lt 2 Blk 64	200.61
Double S Properties LLC	Original Town E 1/3 Lt 3 Blk 64	183.30
Saria E/Jose Isidro	Original Town W 2/3 Lt 3 Blk 64	163.35
Gerdes/Galen E & Tamera M	Original Town Lt 4 Blk 64	866.41
City of Grand Island	Original Town To The City Of Grand Island Lt 5 Blk 64	-
City of Grand Island	Original Town To The City Of Grand Island Lts 6 & 7 Blk 64	-
Wagoner/Lorna	Original Town N 22' Lt 8 Blk 64	175.95
Taylor/Terry N & Susan M	Original Town S 1/2 N 1/3 Lt 8 Blk 64	172.10
Shehein/E Lavern & Donna R	Original Town N 44' S 88' Lt 8 Blk 64	179.20
City of Grand Island	Original Town To The City Of Grand Island S 44' Lt 8 Blk 64	-
Edwards Building Corp	Original Town Lt 1 Blk 65	211.33
Nielsen/Thomas L & Lois E	Original Town E 1/3 Lt 2 Blk 65	161.90
Swanson/Constance K	Original Town C 1/3 Lt 2 Blk 65	152.62
Archway Partnership	Original Town W 1/3 Lt 2 Blk 65	239.70
Bartenbach Real Estate, LLC	Original Town E 1/3 Lt 3 Blk 65	158.14

ORDINANCE NO. 9497 (B) (cont.)

Iglesia Evangelica Pentecostes	Original Town To The City Of Grand Island C 1/3 Lt 3 Blk 65	-
Brown/Janelle L A	Original Town W 1/3 Lt 3 Blk 65	138.61
Hoffer/Allen & Linda	Original Town E 1/3 Lt 4 Blk 65	279.59
Lambrecht/Harriet K	Original Town W 2/3 Lt 4 Blk 65	174.55
J & B Rentals LLC	Original Town S 44' N 1/2 Lt 5 Blk 65	226.76
Taylor/Terry N & Susan M	Original Town N 22' Lt 5 Blk 65	132.63
J O Enterprises Inc	Original Town S 1/2 Lt 5 Blk 65	282.17
J & B Rentals LLC	Original Town W 1/3 Lt 6 Blk 65	86.46
T W Ziller Properties LLC	Original Town E 2/3 Lt 6 Blk 65	165.53
T W Ziller Properties LLC	Original Town W 1/2 Lt 7 Blk 65	160.45
C & S Group LLC	Original Town N 55' E 1/2 Lt 7 & N 55' Lt 8 Blk 65	49.11
C & S Group LLC	Original Town Pt W 18.9' E 1/2 Lt 7 & N 29.9' E 14.1' Lt 7 & W 29' Of C 22' Of E 1/2 Lt 7 & N 29.9' Of S 55' Lt 8 xc N 6' S 31.1' E 40' Lt 8 Blk 65	169.59
Parmley/David J	Original Town C 22' E 4' Lt 7 & C 22' Lt 8 Blk 65	278.55
C & S Group LLC	Original Town S 25.1' E 14.1' Lt 7 & S 25.1' Lt 8 & N 6' S 31.1' E 40' Lt 8 Blk 65	218.92
Garcia/Juan F & Maria Dejesus	Original Town Lts 1 & 2 Blk 66	618.66
Garcia/Maria De Jesus	Original Town W 2/3 Lt 3 xc W 17.5' Of S 44' Blk 66	248.30
Vipperman/John Fredrick	Original Town E 1/3 Lt 3 Blk 66	226.00
Duda/James G	Original Town N 88' E 1/3 Lt 4 Blk 66	232.37
Wing Properties Inc	Original Town N 88' C 1/3 Lt 4 Blk 66	288.43
Jerke/Kristopher	Original Town N 80' W 1/3 Lt 4 Blk 66	233.76
Anson Investment & Development	Original Town W 17 1/2' S 44' Lt 3 & N 8' S 52' W 22' & S 44' Lt 4 Blk 66	291.22
Bartenbach Real Estate, LLC	Original Town W 1/3 Lt 6 & All Lt 5 Blk 66	512.89
Bartenbach Real Estate, LLC	Original Town E 2/3 Lt 6 & W 1/3 Lt 7 Blk 66	266.83
Keeshan/James E & Mary Ann	Original Town E 2/3 Lt 7 Blk 66	271.46
Procon Management Inc	Old City Hall Condominium Property Regime Unit 001 (Basement)	129.60
City of Grand Island	Original Town To The City Of Grand Island N 1/2 Blk 67	-
Plaza Square Development LLC	Original Town S 1/2 Blk 67	1,504.63

ORDINANCE NO. 9497 (B) (cont.)

City of Grand Island	Original Town To The City Of Grand Island E 1/3 Lt 2 & All Lt 1 Blk 68	-
S & V Investments LLC	SV Sub Lt 1	1,773.51
Plaza Square A Partnership	Original Town W 22' Lt 6 & All Lt 5 Blk 68	135.29
Smith/Jonathan M	Original Town W 6' Lt 7 & E 2/3 Lt 6 Blk 68	254.85
Smith/Jonathan M	Original Town E 60' Lt 7 Blk 68	258.31
Plate/Tim C	Original Town Lt 8 Blk 68	234.96
Westerby/Douglas M & Mikaela N	Original Town Lt 1 Blk 77	82.10
201 E 2nd LLC	Original Town Lt 2 Blk 77	68.21
201 E 2nd LLC	Original Town Lts 3 & 4 Blk 77	1,517.05
City of Grand Island	Original Town To The City Of Grand Island Lts 5-6-7-8 Blk 77	-
City of Grand Island	Original Town To The City Of Grand Island All Blk 78 & Vacated Alley	-
Equitable Bldg & Loan Assn/The	Original Town Lt 1 Blk 79	347.60
Equitable Bldg & Loan Assn of GI	Original Town Lt 2 Blk 79	103.77
Equitable Bldg & Loan Assn/The	Original Town S 44' Lt 3 & S 44' Lt 4 Blk 79	1,379.94
Equitable Bldg & Loan Assn of GI	Original Town N 26' 10.5 Lt 8 Blk 79	26.63
Equitable Bldg & Loan Assn of GI	Original Town S 17' 1.5 N 44' Lt 8 Blk 79	15.27
Equitable Bldg & Loan Assn of GI	Original Town S 88' Lt 8 Blk 79	92.44
O'Neill/Joseph P	Original Town E 22' Lt 4 & W 22' Lt 3 Blk 80	181.46
O'Neill/Joseph P	Original Town W 44' Lt 4 Blk 80	131.15
Northwestern Bell Tele Co	Original Town To The City Of Grand Island Lts 5-6-7 Blk 80	-
Northwestern Bell Tele Co	Original Town To The City Of Grand Island N 44' Lt 8 Blk 80	-
Huston/David C	Original Town C 1/3 Lt 8 Blk 80	351.69
Federal Bldg	Original Town To The City Of Grand Island Lts 1-2 & E 44' Lt 3 Blk 80	-
Mitchell/Derek L & Ruth E	Original Town S 44' Lt 8 Blk 80	244.55
Victory Bible Fellowship of The	Original Town To The City Of Grand Island Lt 1 Blk 81	-
Grand Island Area Chamber of Commerce	Original Town To The City Of Grand Island E 2/3 Lt 2 Blk 81	-
Trampe/Ronald E & Sharon R	Original Town W 1/3 Lt 2 Blk 81	155.88
Kansas NE Assoc of Seventh Day	Original Town To The City Of Grand Island E 1/3 Lt 3 Blk 81	-
Encinger Enterprises LLC	Original Town C 1/3 Lt 3 Blk 81	245.03

ORDINANCE NO. 9497 (B) (cont.)

Krauss Enterprises LLC	Original Town W 1/3 Lt 3 & All 4 Blk 81	465.43
Walnut Street Partnership	Original Town Lt 5 Blk 81	437.34
Walnut Street Partnership	Original Town Lt 6 Blk 81	177.69
Wheeler Street Partnership	Original Town Lt 7 & S 2/3 Lt 8 Blk 81	878.61
Wheeler Street Partnership	Original Town N 1/3 Lt 8 Blk 81	248.33
Grand Island Independent	Original Town Lt 1 & Pt Vac Alley Blk 82	83.80
Grand Island Independent	Original Town Lt 2 & Pt Vac Alley Blk 82	289.94
Grand Island Independent	Original Town Lt 3 & Pt Vac Alley Blk 82	83.80
Grand Island Independent	Original Town Lt 4 & Pt Vac Alley Blk 82	182.27
Grand Island Independent	Original Town Lts 5-6-7-8 & Pt Vac Alley Blk 82	2,741.27
Grand Island Hospitality LLC	Original Town Lts 1 & 2 Blk 83	389.08
Jomida Inc A NE Corp	Original Town Lts 3 & 4 Blk 83	995.80
Calderon/Eliseo & Jessica	Original Town N 60.35' Lt 5 Blk 83	166.95
J & B Rentals LLC	Original Town S 71.65' Lt 5 Blk 83	180.67
Mateo P/Tomas	Original Town W 2/3 Lt 6 Blk 83	249.04
Perez/Sylvia	Original Town E 1/3 Lt 6 & All Lt 7 Blk 83	285.58
Wooden/Michael Owen & Sonya Kay	Original Town E 41' N 28' Lt 8 Blk 83	133.44
Wooden/Michael Owen & Sonya Kay	Original Town Pt N 1/3 & S 2/3 Lt 8 Blk 83~	193.87
City of Grand Island	Original Town To The City Of Grand Island All Blk 84	-
Gatzemeyer/Frances Mae	Original Town Lt 1 Blk 85	496.81
Gatzemeyer/Frances Mae	Original Town Lt 2 Blk 85	186.89
Contryman & Asso Prop	Original Town Lts 3 & 4 Blk 85	474.36
Grand Island Liederkrantz	Original Town Pt Lts 1-2-3 & 4 Blk 87	294.61
City of Grand Island	Original Town To The City Of Grand Island All Blk 88	-
Dodge & Elk Park Lots	Original Town To The City Of Grand Island Pt Blk 89	-
Enviro-Clean Contractors Inc	Original Town N 60' Fr Lts 1 & 2 & N 60' Of E 24' Of Lt 3 Blk 89	319.43
Hall Co	Original Town To The City Of Grand Island Strip 8' X 66' & Pt Lt 8 Blk 91	-
Dominick/Audrey	Original Town E 6' N 103' E 37' S 29' Lt 2 & All Lt 1 Blk 92	28.78
City of Grand Island	Original Town To The City Of Grand Island Lt 2 xc E 6' N 103' & E 37' S 29' Lt 2 Blk 92	-
City of Grand Island	Original Town To The City Of Grand Island E 50' Lt 3 Blk 92	-

ORDINANCE NO. 9497 (B) (cont.)

City of Grand Island	Original Town To The City Of Grand Island W 16' Lt 3 & All Lt 4 Blk 92	-
Emery/Gregory D & Charlene A	Campbell's Sub E 51' 8 Lts 1-2-3	89.03
Wagoner/Lorna	Campbell's Sub W 75'4 Lts 1-2-3	276.50
Hastings Grain Inspection Inc	Campbell's Sub Lts 4-5-6 & N 10' Lt 7	165.62
Hastings Grain Inspection Inc	Campbell's Sub S 12' Lt 7 & All Lt 8	237.33
Two Brothers Inc	Campbell's Sub 32' X 127' Lt 9	217.21
Hill/David C	Campbell's Sub To The City Of Grand Island Lts 10-13	416.34
Hall Co	Court House Add To The City Of Grand Island Lt 1	-
Hall Co	Court House Add To The City Of Grand Island Lt 2	-
Hall Co	Court House Add To The City Of Grand Island Lt 3	-
Hall Co	Court House Add To The City Of Grand Island Lt 4	-
County of Hall Nebraska	Hann's Add To The City Of Grand Island N 31' Lt 2 & S 13.75' Lt 1 Blk 1~	-
County of Hall	Hann's Fourth Add To The City Of Grand Island Lt 2	-
Loeffler/Edward A & Jane A	Hann's Add N 14' Lt 3 & S 26' Lt 2 Blk 1~	293.60
Campbell/Hunter A H & Kathleen A	Hann's Add N 7' Pt Lt 4 & S 43' Lt 3 Blk 1~	263.81
Morfin/Miguel I Delamora	Hann's Add E 60' Of S 50' Of Lt 4 Blk 1~~	227.62
Campbell/Kathleen A	Hann's Add W 67' Of S 50' Of Lt 4 Blk 1~	126.62
County of Hall	Hann's Fourth Add To The City Of Grand Island Lt 1	-
Marsh Properties LLC	Hann's Second Add S 5' Of Lt 2 & All Lt 3 Blk 4	498.34
Williams/Casey J & Misti A	Hann's Fifth Sub Lt 2	185.27
Mueller/Robert J	Hann's Fifth Sub Lt 1	120.02
Two Brothers Inc	Hann's 3rd Add W 111' X 118' Blk 5	450.03
Rosales-Monzon/Carlos A	Hann's 3rd Add N 52.5' Of E 91.9' Of Blk 5	242.90
Royle/Cecilia B	Hann's 3rd Add E 56' Of W 174' Of Blk 5	162.29
Valenzuela/Linda L	Hann's 3rd Add S 58.5' Of E 91.9' Of Blk 5	234.33
Hoos Insurance Agency Inc	Railroad Add Lt 4 & Pt Vac St Blk 97	273.48
Sanchez/Filemon	Railroad Add N 1/2 Lt 1 Blk 98	22.24
Sanchez/Filemon	Railroad Add S 1/2 Lt 1 Blk 98	314.38
Carlson/Arvid C	Railroad Add Lt 2 Blk 98	114.89

ORDINANCE NO. 9497 (B) (cont.)

Kuehner/Carolyn E	Railroad Add W 1/2 Lt 3 Blk 98	158.27
Schafer/Lee Ann G & Michael W	Railroad Add E 1/2 Lt 3 Blk 98	173.16
Plate/Tim C	Railroad Add N 86' Lt 4 Blk 98	92.44
Plate/Tim C	Railroad Add S 46' Lt 4 Blk 98	168.74
Plate/Tim C	Railroad Add Lt 5 Blk 98	563.22
Plate/Tim C	Railroad Add Lt 6 Blk 98	248.25
Benitez/Floriberto Sanchez	Railroad Add W 52' Lt 7 Blk 98	227.00
Sanchez/Filemon	Railroad Add E 14' Lt 7 & All Lt 8 Blk 98	448.75
Vaclavek/Lee Ann	Railroad Add Fr Lt 1 & Fr Lt 2 Blk 105	118.42
Fox Family LLC	Railroad Add Lt 3 Blk 105	209.57
Lazendorf Holdings Limited~Partnership	Railroad Add Lt 4 Blk 105	376.21
Fox Family LLC	Railroad Add Lt 5 & Fr Lts 6 & 7 xc City Blk 105	1,087.74
Starkel/Jerid & Tracy	Railroad Add Lts 1 & 2 Blk 106	629.60
C & S Group LLC	Railroad Add Lt 3 Blk 106	207.09
Fernandez/Pedro	Railroad Add Lt 4 Blk 106	330.17
Muffler Shop Inc/The	Railroad Add Lts 1 & 2 Blk 107	437.34
Muffler Shop Inc/The	Railroad Add Lts 3 & 4 Blk 107	180.90
Lane Home Improvement	Railroad Add S 2/3 Lt 5 Blk 107	58.54
Lane Home Improvement	Railroad Add N 1/3 Lt 5 Blk 107	55.40
Midwest Premier Investments LLC	Railroad Add Lt 6 Blk 107	286.72
Midwest Premier Investments LLC	Railroad Add Lt 7 xc N 60' Of E 22' & xc E 29.54' Of S 71.50' Blk 107	210.20
Janda DDS PC/David E	Railroad Add S 72' Lt 8 & E 29.54' Of S 71.50' Lt 7 Blk 107	312.71
Clinch/John & Barbara	Railroad Add N 60' Of E 22' Lt 7 & N 60' Lt 8 Blk 107	263.16
Fox/Richard & Marilyn	Railroad Add Lts 1 & 2 Blk 108	470.82
Williams/Casey & Misti	Railroad Add E 37' Lt 3 Blk 108	199.15
Douglas Bookkeeping Service Inc	Railroad Add W 29' Lt 3 & All Lt 4 Blk 108	572.82
Placke/Donald J & Janet L	Railroad Add S 88' Lt 5 Blk 108	132.04
Placke/Donald J & Janet L	Railroad Add N 44' Lt 5 Blk 108	76.87
LBE Family Limited Partnership	Railroad Add Lt 6 Blk 108	285.64
Bosselman Inc	Railroad Add Lts 7 & 8 Blk 108	572.25
Gilroy/David A & Carolyn J	Railroad Add S 61' Lt 1 & S 61' Lt 2 Blk 109	201.29
Haney/Thomas W & Diane K	Railroad Add N 71' Lt 1 & N 71' Lt 2 Blk 109~	134.71
Roebuck Enterprises, LLC	Railroad Add E 59.5' Lt 3 Blk 109	148.86

ORDINANCE NO. 9497 (B) (cont.)

Roebuck Enterprises, LLC	Railroad Add E 52'11 Lt 4 & W 6.5' Lt 3 Blk 109~	69.25
McShannon/Roger L & Sharon K	Railroad Add E 52' 11 Of Lt 5 & All Lt 6 Blk 109	214.27
LPB, LLC	Railroad Add Lts 7 & 8 Blk 109	696.28
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 2	-
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 3	-
Hall Co	Westervelt's Sub To The City Of Grand Island N 52 1/3' Of W 150' Lt 4	-
Hall Co	Westervelt's Sub To The City Of Grand Island Lt 5	-
County of Hall	Westervelt's Sub To The City Of Grand Island W 86' Of E 165' Of 4 & W 86' Of E 165' Of N 48.5' Lt 5	-
County of Hall	Westervelt's Sub To The City Of Grand Island W Pt Of N 48.5' X 150' Lt 5 & 26.17' X 150' Of W Pt Lt 4	-
Schager/Margo	Gilbert's Sub North, Part Of Blk 79, Original Town 22' X 99' Lt A	155.77
Equitable Building & Loan Assoc	Gilbert's Sub North, Part Of Blk 79, Original Town Lt B	162.68
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 102	146.26
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 103	211.49
Equitable Building & Loan Assn/The	The Yancy, A Condominium Unit 104	526.31
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201A	471.85
Devco Investment Corporation	The Yancy, A Condominium Unit 301	100.32
George/Mollie Jo	The Yancy, A Condominium Unit 302	72.85
Farr/Thomas M & Nita J	The Yancy, A Condominium Unit 303	103.62
Zins/William L	The Yancy, A Condominium Unit 304	95.48
Myers/Jon M & Chandra L	The Yancy, A Condominium Unit 305	162.69
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 401	74.04
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 402	84.47
Artvest III, A Ne General Partner	The Yancy, A Condominium Unit 403	81.11
Edwards Building Corp	The Yancy, A Condominium Unit 404	134.12
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 405	81.50
Powers/Yolanda L	The Yancy, A Condominium Unit 406	114.97
Fordham/Wyndell F & Barbara B	The Yancy, A Condominium Unit 407	126.23
Luce/Eric D	The Yancy, A Condominium Unit 501	106.96

ORDINANCE NO. 9497 (B) (cont.)

Artvest III, A NE General Partner	The Yancy, A Condominium Unit 502	86.82
Baxter/Dudley D & Diana K	The Yancy, A Condominium Unit 503	81.16
Sindelar/Kody	The Yancy, A Condominium Unit 504	102.42
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 505	81.56
Myers/Jon M & Chandra L	The Yancy, A Condominium Unit 506	115.05
Mowitz/Lynn	The Yancy, A Condominium Unit 507	130.08
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 601	74.77
Artvest III	The Yancy, A Condominium Unit 602	86.96
Shaw/Stephanie A	The Yancy, A Condominium Unit 603	116.52
Clyne/Thomas B	The Yancy, A Condominium Unit 604	93.88
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 605	81.65
Lind/Sharon Graves	The Yancy, A Condominium Unit 606	80.76
Arp/Charmaine L	The Yancy, A Condominium Unit 607	122.02
Lind/Sharon Graves	The Yancy, A Condominium Unit 701	81.76
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 702	87.08
Johnson/Margaret A	The Yancy, A Condominium Unit 703	81.40
Burtscher/Jan L	The Yancy, A Condominium Unit 704	134.42
Rathjen/Michelle R	The Yancy, A Condominium Unit 705	89.80
Long/Clifton J	The Yancy, A Condominium Unit 706	-
Vodehnal/Lloyd L	The Yancy, A Condominium Unit 707	-
Artvest III, A NE General Partner	The Yancy, A Condominium Unit 801	74.92
Mapes & Co General Partnership	The Yancy, A Condominium Unit 802	87.17
Mapes & Co General Partnership	The Yancy, A Condominium Unit 803	95.30
Myers/Mollie	The Yancy, A Condominium Unit 804	154.01
Alexander/Wendy L	The Yancy, A Condominium Unit 805	100.68
Nelson/Jack L	The Yancy, A Condominium Unit 806	65.72
Nissen/James F	The Yancy, A Condominium Unit 901	74.95
Evnen/Everett A & Elaine S	The Yancy, A Condominium Unit 902	87.23
Evnen/Everett A & Elaine S	The Yancy, A Condominium Unit 903	95.36
Atkins/Ann C	The Yancy, A Condominium Unit 904	140.59
Dizmang/Tammy L	The Yancy, A Condominium Unit 905	100.74
Lind/Sharon Graves	The Yancy, A Condominium Unit 906	143.10
Todd/Linda M	The Yancy, A Condominium Unit 1001	81.93
Fogland/Dan & Chris	The Yancy, A Condominium Unit 1002	87.26
Gillam/Jack L & Jerme S	The Yancy, A Condominium Unit 1003	95.42
Whitehead/Diana L	The Yancy, A Condominium Unit 1004	184.38
Megard/Ruth E	The Yancy, A Condominium Unit 1005	101.98

ORDINANCE NO. 9497 (B) (cont.)

Aden/Steven G	The Yancy, A Condominium Unit 1006	-
Myers/Jon M & Chandra	The Yancy, A Condominium Unit 1101	82.05
Clare/Linda L	The Yancy, A Condominium Unit 1102	87.34
Buckley/Lynn A	The Yancy, A Condominium Unit 1103	-
Myers/Jon M & Chandra	The Yancy, A Condominium Unit 1104	146.50
Boley/Loren E	The Yancy, A Condominium Unit 1105	102.13
Mowitz/Lynn	The Yancy, A Condominium Unit 1106	150.50
Home Federal Savings & Loan Assn	Hann's Fourth Add Lt 3	1,797.22
Artvest III	The Yancy, A Condominium Unit 002	11.21
Artvest III	The Yancy, A Condominium Unit 001	40.53
Ellison/Roxann T	Original Town W 18.9' Of E 33' Of S 25.1' Lt 7 Blk 65	53.43
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 101	35.20
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201B	57.02
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201C	143.54
Equitable Building & Loan Assoc	The Yancy, A Condominium Unit 201D	108.06
Home Federal Savings & Loan	Original Town Pt Lts 1-2-3-4-7 & All 5 & 6 & Pt Vacated Alley Blk 89	366.10
Artvest III	The Yancy, A Condominium Unit 602	58.27
Calderon/Eliseo & Jessica	Jensen Sub Lt 2	91.47
Iglesia Evangelica Pentecostes	Ziller Sub Lt 2	-
City of Grand Island	Westervelt's Sub To The City Of Grand Island Vacated St South Of Lt 1	-
City of Grand Island	Original Town S 1/2 Lt 1 Blk 57	-
City of Grand Island	Parking Ramp Sub To The City Of Grand Island Lts 1-2-& 3	-
Hill/David C	Campbell's Sub To The City Of Grand Island Lts 10 & 11	89.93
Total Amount		92,699.52

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

ORDINANCE NO. 9497 (B) (cont.)

SECTION 3. The city treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Downtown Business Improvement District 2013".

SECTION 5. Any provision of the Grand Island City Code, any ordinance, or part of an ordinance in conflict herewith is hereby repealed.

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

Enacted: September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item F-5

#9498 - Consideration of Assessments for Fonner Park Business Improvement District 2013

This item relates to the aforementioned Board of Equalization item D-2.

Staff Contact: Jaye Monter, Finance Director

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9498

An ordinance to assess and levy a special tax to pay the 2014-2015 revenue year cost of Fonner Park Business Improvement District 2013 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2014-2015 revenue year cost of Fonner Park Business Improvement District 2013 of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2014-2015 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

Approved as to Form ☐ _____
September 5, 2014 ☐ City Attorney

ORDINANCE NO. 9498 (cont.)

Name	Description	Assessment
Westerby/Michael J & Mandy	Janisch Sub Pt Lt 1	959.68
McDermott/Niels C	Brownell Sub xc .0051 ac To ROW Lt 1 xc E 10'	399.84
Wiltgen Corp II	Kirkpatrick Sub Lt 5	564.40
Wiltgen Corp II	Kirkpatrick Sub Lt 6	555.92
Da-Ly Properties LLC	Labelindo Second Sub Pt Lt 1 xc 18.3 Ft To City	2,236.64
Zana/James Scott	R & R Sub Pt Lt 1	1,125.76
Casey's Retail Co	Pleasant Home Sub xc City E 1/2 Of S 1/2 Blk 9	1,123.04
Locust Street LLC	Pleasant Home Sub xc City Blk 16	2,236.40
Oberg/Danny K	Roepke Sub Pt Lt 2 & Pt Lt 1	1,234.72
Oberg/Danny K	Roepke Second Sub Pt Lt 1	364.00
Edwards Building Corp	Fonner Sub Lt 1 xc City	1,199.52
Grand Island Associates LLC	Fonner Fourth Sub Lt 1	3,919.60
Far Reach LLC	Fonner Second Sub xc City Lt 5	1,598.88
Far Reach LLC	Fonner Second Sub xc City Lt 6	3,201.20
Three Circle Irrigation Inc	Fonner Third Sub Pt Lt 1 & Pt Lt 3	2,718.64
Edwards Building Corp	Fonner Third Sub Replatted Pt Lt 3	1,120.00
Staab/Kenneth W & Rose Mary	Miscellaneous Tracts 21-11-9 xc To City 52' X 257' Pt SE 1/4 SE 1/4	415.84
Staab Ph Units Llc	Miscellaneous Tracts 21-11-9 Pt SE 1/4 SE 1/4 .20 ac To City .817 ac	1,080.72
Reilly/Michael J & Carey M	JNW Sub Lt 1	1,232.00
Edwards Building Corp	JNW Second Sub Lt 1	1,326.64
Sax Pizza Of America Inc	Sax's Second Sub Lt 2	864.72
Braddy/Cindy	Miscellaneous Tracts xc To City 21-11-9 Pt SE 1/4 SE 1/4 .78 ac	1,082.16
Arec 7, LLC	Miscellaneous Tracts 21-11-9 xc City Pt SE 1/4 SE 1/4 1.17 ac	1,599.84
Sax Pizza of America Inc	Sax's Second Sub Lt 1	997.52
Goodwill Indust of Greater Nebr	Goodwill Sixth Sub Lt 2	1,475.28
Hall County Livestock Improvement Assn	Miscellaneous Tracts 22-11-9 To The City Of Grand Island Pt Sw 1/4 Sw 1/4 & Pt Nw 1/4 Sw 1/4 xc .15 A City & 1.03 ac Fonner Rd xc .05 ac City xc .98 ac City 23.97 ac	2,651.52
Bosselman Pump & Pantry Inc	R & R Sub Pt Lt 2	1,114.80
Preferred Enterprises LLC	Fonner Fourth Sub To City ROW Pt Lt 2	1,200.08
Total Amount		39,599.36

ORDINANCE NO. 9498 (cont.)

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

SECTION 3. The city treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Fonner Park Business Improvement District 2013".

SECTION 5. Any provision of the Grand Island City Code, any ordinance, or part of an ordinance in conflict herewith is hereby repealed.

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

Enacted: September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item F-6

#9499 - Consideration of Assessments for South Locust Business Improvement District 2013

This item relates to the aforementioned Board of Equalization item D-3.

Staff Contact: Jaye Monter, Finance Director

* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9499

An ordinance to assess and levy a special tax to pay the 2014-2015 revenue year cost of South Locust Business Improvement District 2013 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2014-2015 revenue year cost of South Locust Business Improvement District 2013 of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Business Improvement District, after due notice having been given thereof as provided by law; and a special tax for such 2014-2015 revenue year cost is hereby levied at one time upon such lots, tracts and lands as follows:

Approved as to Form ✕ _____
September 5, 2014 ✕ City Attorney

ORDINANCE NO. 9499 (cont.)

Name	Description	Assessment
MMY Hospitality, LLC	Burch Sub W 273' Lt 1 xc City	1,001.72
Casey's Retail Company	Burch Sub W 125' Lt 2 3 4 xc City	1,287.14
J. Larry Fugate	Burch Sub Lt 5 xc City	856.00
Williams/Michael S & Sandra S	Burch Second Sub Lt 1 xc City	1,004.58
Eating Establishment/The	Runza Sub Lt 1 xc City	1,107.25
Ronald J. Willis and Lori D. Willis	Holcomb's Highway Homes E 100' Lt 12 xc City & E 100' Lt 13 xc City	1,430.00
Ronald J. Willis and Lori D. Willis	Holcomb's Highway Homes Lt 14 xc City	783.35
Hansen/Ryan & Darcy	Holcomb's Highway Homes Lt 15 xc City	775.35
Mueller/John G & Dianna D	Bartz Sub Lt 1	779.35
Mehring/Donald D	Shovlain Second Sub Lt 3	1,110.90
Wratten/Calvin J & Donna	Holcomb's Highway Homes S 52' Lt 19 & N 1' Lt 20	374.16
Video Kingdom of Grand Island	Holcomb's Highway Homes S 108' Lt 20 xc City	779.49
Kershner Properties, LLC	Holcomb's Highway Homes N 60' Lt 22 xc City	423.57
Holiday Plaza LLC	Holcomb's Highway Homes Lt 21 xc City	779.49
Da Ly Properties LLC	Holcomb's Highway Homes N 12' Lt 24 xc City & S 98' Lt 23 xc City	786.50
Kershner Properties, LLC	Holcomb's Highway Homes S 49' Lt 22 & N 11' Lt 23 xc City	429.00
Hernandez/Alina	Holcomb's Highway Homes S 97' Lt 24 xc City & N 38' Lt 26 xc City & All 25 xc City	1,744.17
Larsen/Marion D	Holcomb's Highway Homes N 79' Lt 27 xc City & S 71' Lt 26 xc City	1,072.93
McCloud Super 8 Motel Inc	Matthews Sub Pt Lt 25 xc City	1,769.48
Lawrey/William E & Sandra L	Garrison Sub Lt 1 xc City	1,616.83
City of Grand Island	Mil Nic Second Sub to the City of Grand Island Lt 1	-
Nebraska Mil Nic	Mil Nic Second Sub Lt 2	1,956.24
Paulsen And Sons Inc	Roush's Pleasantville Terrace Sub Lts 1 & 28 xc City & All Lts 2 3 26 27	1,430.43
Mehring/Donald D	Shovlain Second Sub Lt 2	858.14
Carpenter/Rex E & Jonadyne A	Woodland First Sub Lt 1 200' X 400' xc City	1,425.85
Carpenter/Rex E & Jonadyne A	Woodland First Sub Lt 2 200' X 400' xc City	1,430.29
Equitable Federal Savings	Woodland First Sub Lt 3 xc City	1,430.43
Oberg/Danny K	Woodland First Sub Lt 4 xc City	1,423.14
Riley's Auto Sales LLC	Woodland First Sub Lt 5 xc City	1,430.43
Rasmussen Jr/Richard S	Woodland First Sub N 50' Of E 260' Lt 6 xc City	356.43
Pam's Rentals LLC	Woodland First Sub S 126' Of E 260' Lt 6 xc City	905.40

ORDINANCE NO. 9499 (cont.)

Alpha Corp	Woodland First Sub E 260' Lt 8 xc City	1,497.57
Stratford Plaza LLC	Woodland Second Sub Lt 11 xc City	3,883.31
Bosselman Inc	Woodland Second Sub Lt 8	1,067.78
Carpenter Real Estate Inc	Woodland Second Sub Lt 9	1,072.71
Laub Otto, LLC	Woodland Second Sub Lt 10	1,136.06
Rasmussen Jr/Richard S	Woodland Third Sub Lt 1 xc N 25' Of E 260' xc City	535.68
Arp/Dale & Kathleen	Woodland Third Sub N 25' Of E 260' Lt 1 xc City & Lt 2 xc City	893.25
McDermott & Miller, P C	Woodridge South Sub Lt 1 xc City	1,805.52
Larsen/Marion D	Woodridge South Sub Lt 2 xc City	777.06
South Pointe Development LLC	South Pointe Sub Lt 1	1,754.40
Milton Motels LLC	Miscellaneous Tracts 27 11 9 Pt N 1/2 SW 1/4 SW 1/4 3.03 ac	3,603.60
Platte Valley State Bank	Equestrian Meadows Sub Lt 1	1,274.27
Community Redevelopment Authority	Desert Rose Sub Pt Lt 1 xc City	3,058.98
Robb/Theodore J	Miscellaneous Tracts 27 11 9 Pt NW 1/4 SW 1/4 xc City 5.08 ac	2,402.47
Mik LLC	Miscellaneous Tracts 27 11 9 Pt NW 1/4 SW 1/4 Pt Lt 4 Island xc City 4.85 ac	2,268.48
Llamas/Moises & Olivia	Knox Sub Lot 1 xc City	999.78
All Faiths Funeral Home LLC	Miscellaneous Tracts 27 11 9 Pt NW 1/4 NW 1/4 SW 1/4 2.34 ac	1,716.00
Pharmacy Holdings LLC	Equestrian Meadows Sub Lt 2	1,036.68
Willis/Ronald J & Lori D	Miscellaneous Tracts 28 11 9 Pt NE 1/4 NE 1/4 xc City .445 ac	715.00
Robb/Mason D	Knox Third Sub Lt 2 xc City	944.09
Robb/Ted	Knox Third Sub Lt 3 xc City	550.98
O'Reilly Automotive Inc	Runza Sub Lt 2 xc City	1,112.83
Robb/Mason D	Knox Third Sub Lt 1 xc City	1,102.17
Faulkner/Mark A & Suzanne G	Equestrian Meadows Sub Lt 3	1,316.89
Legacy Hospitality Inc	Vanosdall Sub Lt 1	577.43
Wayne Vanosdall Sanitation	Vanosdall Sub Lt 2	507.15
Total Amount		70,168.18

SECTION 2. The special tax shall become delinquent in fifty (50) days from date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby

ORDINANCE NO. 9499 (cont.)

satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall be paid thereon.

SECTION 3. The city treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth as provided by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "South Locust Business Improvement District 2013".

SECTION 5. Any provision of the Grand Island City Code, any ordinance, or part of an ordinance in conflict herewith is hereby repealed.

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

Enacted: September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item F-7

#9500 - Consideration of Approving FY 2014-2015 Annual Single City Budget and the Annual Appropriations Bill Including Addendum #1

This item relates to the aforementioned Public Hearing item E-11.

Staff Contact: Jaye Monter, Finance Director

ORDINANCE NO. 9500

An ordinance known as “The Annual Appropriation Bill” of the City of Grand Island, Nebraska, to adopt the proposed budget statement pursuant to the Nebraska Budget Act, as amended by Addendum #1 for the fiscal year commencing October 1, 2014 and ending September 30, 2015 to provide for severability; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. An appropriation is hereby made for the ensuing fiscal year to defray all necessary expenses and liabilities of City departments, funds and operations. The object and purpose of the appropriation shall be to pay for any and all necessary expenses and liabilities for the following departments, fund and operations.

Funds	Expenditures	Transfers	Total Appropriation
General	41,051,955	3,210,000	44,261,955
Permanent Funds	0	29,670	29,670
Special Revenue	6,955,235	5,900,000	12,855,235
Debt Service	2,269,790	2,150,000	4,419,790
Capital Projects	9,790,592	0	9,790,592
Special Assessments	0	0	0
Enterprise	122,467,867	940,000	123,407,867
Internal Service	11,943,336	0	11,943,336
Agency	1,315,555	0	1,315,555
Trust	1,094,000	900,000	1,994,000
Community Redevelopment Authority	2,609,692	0	2,609,692
Total Appropriation All Funds	199,498,022	13,129,670	212,627,692

Approved as to Form ✕ _____ September 5, 2014 ✕ City Attorney

ORDINANCE NO. (Cont.)

SECTION 2. The proposed budget statement pursuant to the Nebraska Budget Act, is hereby amended by Addendum #1 attached hereto and approved and adopted for the fiscal year beginning October 1, 2014 and ending September 30, 2015.

SECTION 3. If any section, subsection or any other portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct and independent, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 4. 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: September 9, 2014

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item F-8

#9501 - Consideration of Vacation of a Utility Easement Located in Skag-Way Second Subdivision (Super Market Developers, Inc.)

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: September 9, 2014

Subject: Consideration of Vacation of a Utility Easement Located in Skag-Way Second Subdivision (Super Market Developers, Inc.)

Item #'s: F-8

Presenter(s): John Collins PE, Public Works Director

Background

A utility easement was dedicated by Grant of Right-of-Way, which was filed on June 5, 1956 in the former Home Subdivision. Such easement is not necessary to accommodate existing or proposed utilities and vacating it will support the redevelopment at 620 West State Street.

Discussion

The developer/property owner of Super Market Developers, Inc. is requesting to vacate the originally dedicated easement. There are no utilities currently within this easement that will be affected by this vacation. The attached sketch details the referenced easement to be vacated.

Alternatives

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

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

Recommendation

City Administration recommends that the Council pass an ordinance vacating the easement located in Skag-Way Second Subdivision.

Sample Motion

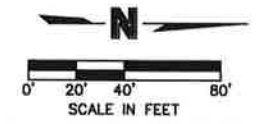
Move to pass an ordinance vacating the easement.

BROADWELL AVENUE

STATE STREET

EXISTING 8" ELECTRICAL
EASEMENT TO BE VACATED

LOT 1, SKAGWAY
SECOND SUBDIVISION



UTILITY EXHIBIT

OLSSON
ASSOCIATES

201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.364.8750
FAX 308.364.8752 www.olsonassociates.com

DWG: F:\projects\014-0304\PBIN\Exhibits\0140304_Elec Easement\Utility Exhibit.dwg
DATE: May 02, 2014 10:46am
USER: zloomis
XREFS: 0140304_XTOPO 0140304_ROW

ORDINANCE NO. 9501

An ordinance to vacate existing utility easement and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; to repeal any ordinance or parts of ordinances in conflict herewith, and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That an existing utility easement within Skag-Way Second Subdivision in Grand Island, Hall County, Nebraska, more particularly described as follows:

A PERMANENT ELECTRICAL EASEMENT AS DESCRBED IN GRANT OF RIGHT OF WAY FILED JUNE 5, 1956 IN MISCELLANEOUS BOOK 3, PAGES 627 THROUGH 631, ORIGINALLY LOCATED IN LOTS 16 AND 17 OF HOME SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, NOW LOCATED IN LOT 1 OF SKAG-WAY SECOND SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NORTHWESTERLY CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF BROADWELL AVENUE; THENCE ON AN ASSUMED BEARING OF S00°49'44"E ALONG SAID EAST R.O.W. LINE A DISTANCE OF 125.56 FEET TO THE POINT OF BEGINNING; THENCE N89°33;52"E A DISTANCE OF 135.97 FEET; THENCE S00°48'56"E A DISTANCE OF 214.00 FEET; THENCE S89°11'04"W A DISTANCE OF 8.00 FEET; THENCE N00°48'56"W A DISTANCE OF 206.05 FEET; THENCE S89°33'52"W A DISTANCE OF 128.03 FEET TO

Approved as to Form	▣ _____
September 5, 2014	▣ City Attorney

ORDINANCE NO. 9501 (Cont.)

A POINT ON SAID EAST R.O.W. LINE; THENCE N00°26'08"W ALONG SAID EAST R.O.W. LINE A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.

is hereby vacated. Such easement to be vacated is shown and more particularly described on Exhibit A attached hereto.

SECTION 2. The title to the property vacated by Section 1 of this ordinance shall revert to the owner or owners of the real estate upon which the easement is located.

SECTION 3. This ordinance is directed to be filed, with the drawing, in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 4. 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.

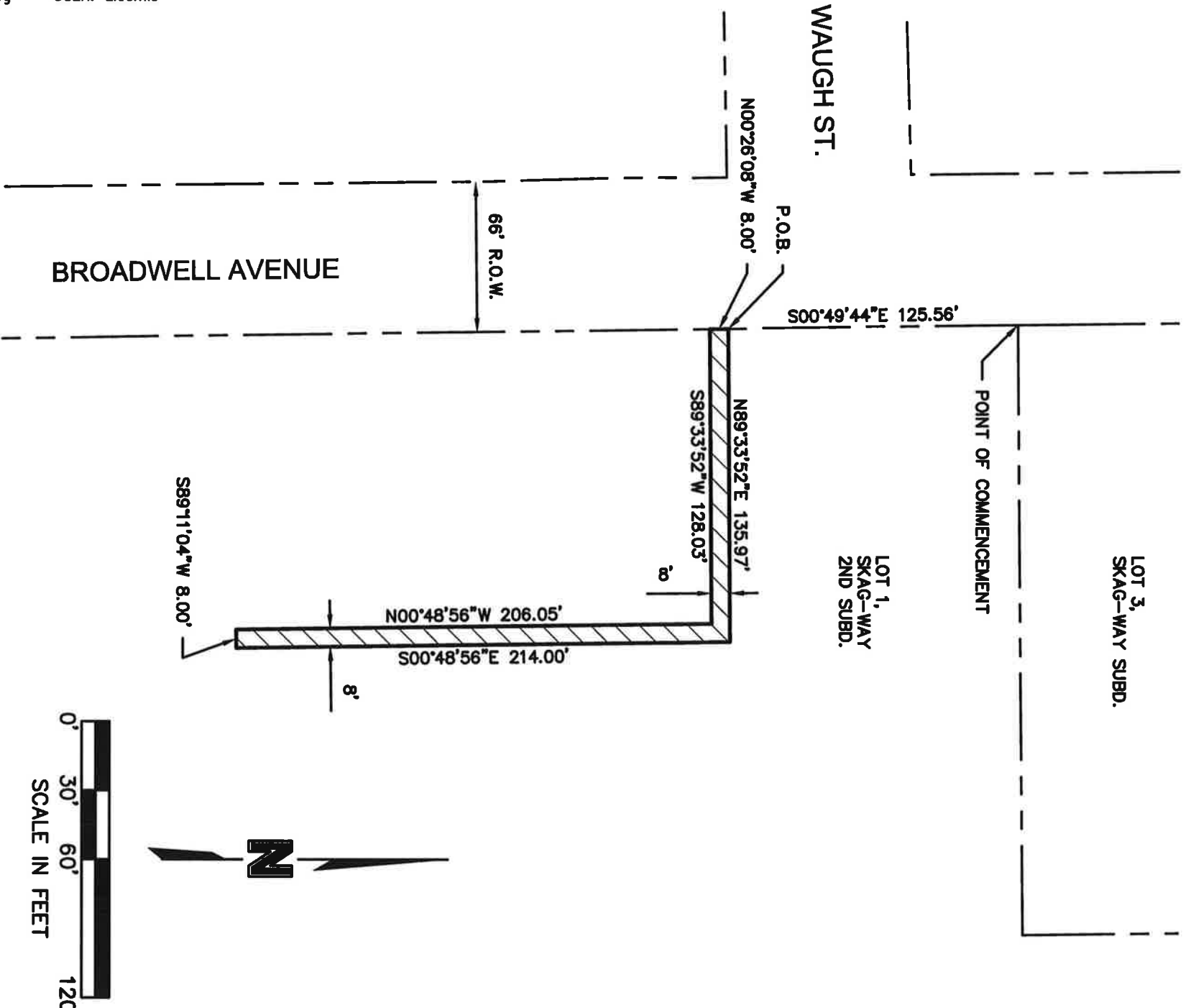
Enacted: September 9, 2014

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

EASEMENT VACATION



EASEMENT DESCRIPTION

A PERMANENT ELECTRICAL EASEMENT AS DESCRIBED IN GRANT OF RIGHT OF WAY FILED JUNE 5, 1956 IN MISCELLANEOUS BOOK 3, PAGES 627 THROUGH 631, ORIGINALLY LOCATED IN LOTS 16 AND 17 OF HOME SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, NOW LOCATED IN LOT 1 OF SKAG-WAY SECOND SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NORTHWESTERLY CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF BROADWELL AVENUE; THENCE ON AN ASSUMED BEARING OF S00°49'44"E ALONG SAID EAST R.O.W. LINE A DISTANCE OF 125.56 FEET TO THE POINT OF BEGINNING; THENCE N89°33'52"E A DISTANCE OF 135.97 FEET; THENCE S00°48'56"E A DISTANCE OF 214.00 FEET; THENCE S89°11'04"W A DISTANCE OF 8.00 FEET; THENCE N00°48'56"W A DISTANCE OF 206.05 FEET; THENCE S89°33'52"W A DISTANCE OF 128.03 FEET TO A POINT ON SAID EAST R.O.W. LINE; THENCE N00°26'08"W ALONG SAID EAST R.O.W. LINE A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING.



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item F-9

#9502 - Consideration of Creation Sanitary Sewer District No. 535T, Extension of Sanitary Sewer to Serve Part Lot 1; Voss Subdivision, Lot(s) 1, 2 Windolph's Subdivision, and Part NW1/4 of Section 14, Township 11 North, Range 9 West

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Plant Engineer

Meeting: September 9, 2014

Subject: Consideration of Creation of Sanitary Sewer District No. 535T, Extension of Sanitary Sewer to Serve Part Lot 1; Voss Subdivision, Lot(s) 1, 2 Windolph's Subdivision, and Part NW1/4 of Section 14, Township 11 North, Range 9 West.

Item #'s: F-9

Presenter(s): John Collins, Public Works Director

Background

Council action is needed to create a sanitary sewer tap district. The boundary for the proposed district was selected to serve pre-existing connection agreements, in connection with the North Interceptor; Phase I project. Please refer to attached proposed Sanitary Sewer District 535T; Exhibit "A" attached sketch.

Discussion

A sanitary sewer main was constructed as part of the North Interceptor; Phase I construction project, which runs easterly from Seedling Mile Access Road to Voss Road. An additional thirteen (13) customers could be served with this new main. Upon creation of this tap district the sanitary sewer cost would be assessed to these thirteen (13) properties. Properties that have already made connection to the sanitary sewer main prior to installation of the new main will be given credit towards their assessment calculation from their pre-existing sanitary sewer agreements.

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 creation of Sanitary Sewer District 535T.

Sample Motion

Move to approve the creation of Sanitary Sewer District 535T.



CITY OF
GRAND ISLAND

PUBLIC WORKS DEPARTMENT

SANITARY SEWER DISTRICT 535T

Council Session - 9/9/2014

ORDINANCE NO. 9502

An ordinance creating Sanitary Sewer District No. 535T of the City of Grand Island, Nebraska; defining the boundaries thereof; providing for the laying of sanitary sewer mains in said district; providing for plans and specifications and securing bids; providing for the connection fee for connecting to such sanitary sewer; providing for certification to the Register of Deeds of the connection fee; and providing for publication and the effective date of this ordinance.

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

SECTION 1. Sanitary Sewer District No. 535T is hereby created for the construction of

- an eight (8.0) inch gravity sanitary sewer main and appurtenances thereto along Seedling Mile Road from Voss Road; west to Seedling Mile Access Road

all in the City of Grand Island, Hall County, Nebraska.

SECTION 2. The boundaries of such sanitary sewer district shall be as follows:

A TRACT OF LAND CONSISTING ALL OF LOTS ONE (1) AND TWO (2), WINDOLPH'S SUBDIVISION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA **AND** PART OF LOT ONE (1), VOSS SUBDIVISION TO THE CITY OF GRAND ISLAND, HALL

Approved as to Form	☐ _____
September 5, 2014	☐ City Attorney

ORDINANCE NO.9502 (Cont.)

COUNTY, NEBRASKA AND PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION FOURTEEN (14), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT TWO (2), WINDOLPH'S SUBDIVISION, SAID POINT BEING THE ACTUAL POINT OF BEGINNING; THENCE SOUTHERLY ON THE EAST LINE OF SAID LOT TWO (2) TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF GREGORY AVENUE AS PLATTED IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE WESTERLY ON THE NORTHERLY RIGHT OF WAY LINE OF SAID GREGORY AVENUE TO THE WEST LINE OF SAID WINDOLPH'S SUBDIVISION; THENCE SOUTHERLY ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID GREGORY AVENUE TO THE NORTHWEST CORNER OF LOT SEVEN (7), INDUSTRIAL ADDITION AS PLATTED IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE CONTINUING SOUTHERLY ON THE WEST LINE OF SAID LOT SEVEN (7), INDUSTRIAL ADDITION TO THE NORTHEAST CORNER OF LOT EIGHT (8) OF SAID INDUSTRIAL ADDITION; THENCE WESTERLY ON THE NORTH LINE OF SAID LOT EIGHT (8), INDUSTRIAL ADDITION TO A POINT ON THE WEST LINE OF SAID EAST HALF (E1/2) OF THE NORTHWEST QUARTER (NW1/4); THENCE CONTINUING WESTERLY ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4NW1/4) OF SAID SECTION FOURTEEN (14) A DISTANCE OF 10.55 FEET AS DESCRIBED IN INSTRUMENT NO. 201202164 IN THE HALL COUNTY, NEBRASKA REGISTER OF DEEDS OFFICE; THENCE NORTHERLY ON THE WESTERLY LINE OF A TRACT OF LAND MORE PARTICULARLY DESCRIBED AS "PARCEL 2" IN SAID INSTRUMENT NO. 201202164 TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SEEDLING MILE ROAD AS PLATTED IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE EASTERLY ON THE NORTHERLY RIGHT-OF-WAY LINE OF SEEDLING MILE ROAD TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SEEDLING MILE ACCESS ROAD AS DESCRIBED IN INSTRUMENT NO. 200112271 IN THE HALL COUNTY, NEBRASKA REGISTER OF DEEDS OFFICE; THENCE NORTHERLY ON THE EASTERLY RIGHT-OF-WAY LINE OF SEEDLING MILE ACCESS ROAD AS DESCRIBED IN SAID INSTRUMENT NO. 200112271 TO A POINT ON THE NORTH LINE OF LOT ONE (1), VOSS SUBDIVISION AS PLATTED IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE EASTERLY ON THE NORTH LINE OF SAID LOT ONE (1), VOSS SUBDIVISION TO THE NORTHWEST CORNER OF BERNHARD VOSS FIRST SUBDIVISION AS PLATTED IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA; THENCE SOUTHERLY ON THE WEST LINE OF SAID BERNHARD VOSS FIRST SUBDIVISION TO THE NORTHWEST CORNER OF LOT ELEVEN (11), BERNHARD VOSS FIRST SUBDIVISION; THENCE WESTERLY, PARALLEL WITH THE SOUTH LINE OF SECTION ELEVEN (11), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST, A DISTANCE OF 67 FEET AS DESCRIBED IN INSTRUMENT NO. 201003658 IN THE HALL COUNTY, NEBRASKA REGISTER OF DEEDS OFFICE; THENCE SOUTHERLY, PARALLEL WITH THE WEST LINE OF SAID LOT ELEVEN (11), BERNHARD VOSS SUBDIVISION, FOR A DISTANCE

ORDINANCE NO.9502 (Cont.)

OF 66 FEET AS DESCRIBED IN SAID INSTRUMENT NO. 201003658; THENCE CONTINUING SOUTHERLY, PARALLEL TO THE WEST LINE OF LOT TEN (10), BERNHARD VOSS FIRST SUBDIVISION A DISTANCE OF 21 FEET AS DESCRIBED IN INSTRUMENT NO. 200402029 IN THE HALL COUNTY, NEBRASKA REGISTER OF DEEDS OFFICE; THENCE EASTERLY PARALLEL TO THE NORTH LINE OF SAID LOT TEN (10), BERNHARD VOSS FIRST SUBDIVISION A DISTANCE OF 67 FEET AS DESCRIBED IN SAID INSTRUMENT NO. 200402029 TO A POINT ON THE WEST LINE OF SAID LOT TEN (10), BERNHARD VOSS SUBDIVISION; THENCE SOUTHERLY ON THE WEST LINE OF SAID BERNHARD VOSS FIRST SUBDIVISION TO THE CENTERLINE OF SAID SEEDLING MILE ROAD; THENCE EASTERLY ON THE CENTERLINE OF SAID SEEDLING MILE ROAD TO THE EAST LINE OF SAID LOT TWO (2), WINDOLPH'S SUBDIVISION (IF EXTENDED NORTHERLY); THENCE SOUTHERLY ON THE NORTHERLY EXTENSION OF SAID EAST LINE OF LOT TWO (2), WINDOLPH'S SUBDIVISION TO THE POINT OF BEGINNING.

SECTION 3. Said improvement shall be made in accordance with plans and specifications prepared by the Engineer for the City who shall estimate the costs thereof, and submit the same to the City Council, and thereafter, bids for the construction of such sanitary sewer shall be taken and contracts entered into in the manner provided by law.

SECTION 4. The cost of construction of such sanitary sewer main connection district shall be reported to the City Council, and the Council, sitting as a Board of Equalization, shall determine benefits to abutting property by reason of such improvement pursuant to Section 16-6,103, R.R.S. 1943. The special benefits shall not be levied as special assessments but shall be certified by resolution of the City Council to the Hall County Register of Deeds. A connection fee in the amount of the special benefit accruing to each property in the district shall be paid to the City of Grand Island at such time as such property becomes connected to the sanitary sewer main in such district. No property thus benefited by sanitary sewer main improvements shall be connected to the sanitary sewer main until the connection fee is paid.

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval and publication, without the plat, as provided by law.

ORDINANCE NO.9502 (Cont.)

SECTION 6. This ordinance, with the plat, is hereby directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

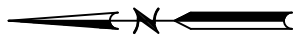
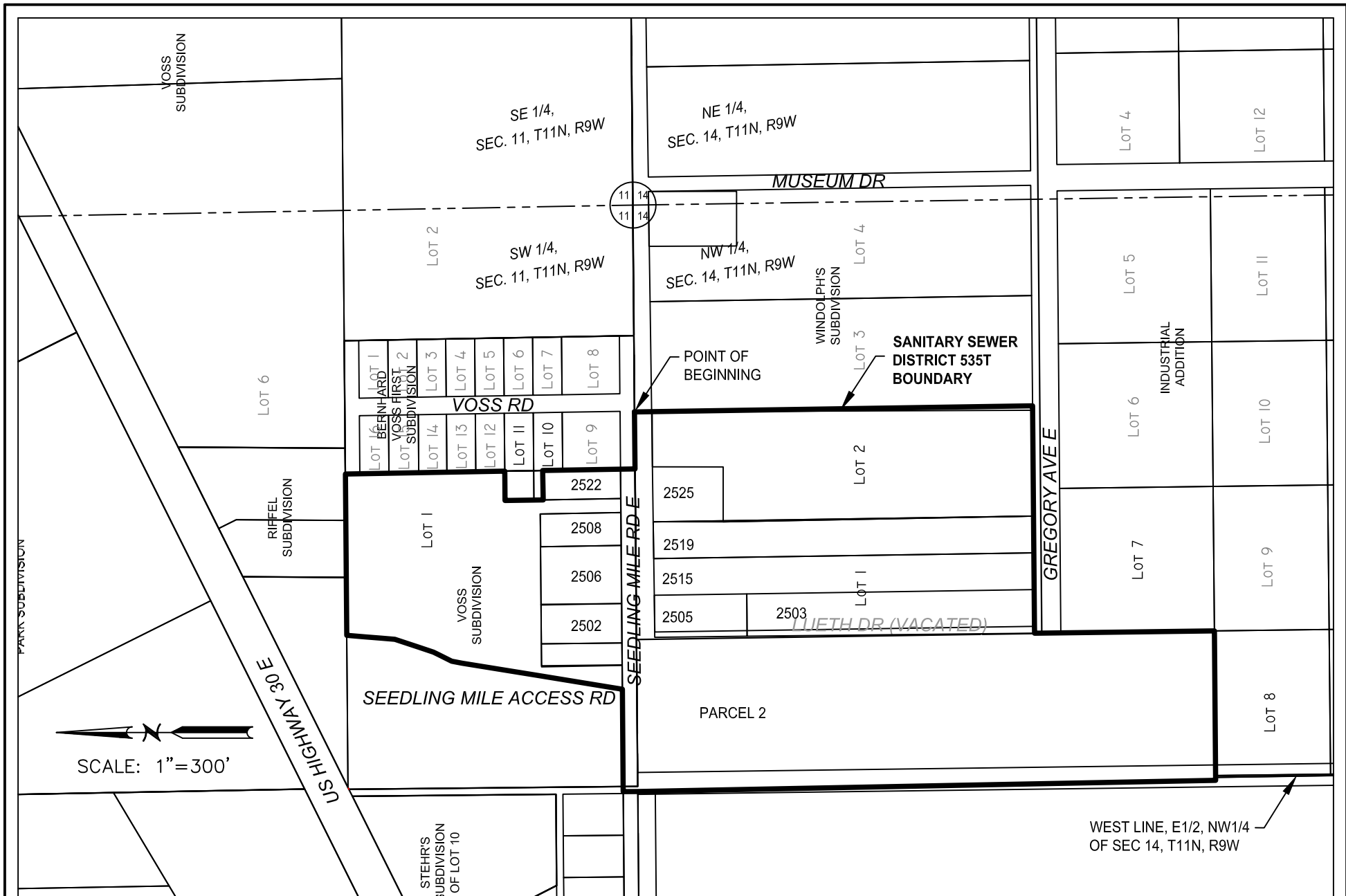
SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, a legal newspaper published and of general circulation in said City, as provided by law.

Enacted: September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



SCALE: 1"=300'

CITY OF
GRAND ISLAND

PUBLIC WORKS DEPARTMENT

SANITARY SEWER DISTRICT 535T

Council Session - 9/9/2014



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item F-10

#9503 - Consideration of Salary Ordinance

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: September 9, 2014

Subject: Consideration of Approving Salary Ordinance No. 9503

Item #'s: F-10

Presenter(s): Brenda Sutherland, Human Resources Director

Background

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

Discussion

Wage changes presented in this Ordinance are for the positions in the IBEW Finance, Wastewater, Service/Clerical, Utilities and IAFF bargaining units. The labor agreements for the aforementioned bargaining units are before Council in this same meeting. This Ordinance executes the said wage changes.

When the City became a metropolitan statistical area (MSA), a new array had to be identified and used going forward. Three different array were used, one for IBEW Utilities, one for IBEW Finance, Wastewater and Service/Clerical and one for IAFF. All arrays complied with statutory requirements. The placeholders used by Finance in the budget process were not exceeded.

Other changes represented in this Ordinance are changes that were approved by Council in the Labor Agreements for the five bargaining units mentioned earlier that will go into effect on October 1, 2014. Those changes include, the contribution to an employee's VEBA account in the IBEW agreements, changes in uniform allowances, a \$0.50 stipend for apparatus operator in the IAFF agreement, the \$40 stipend for the Lead Worker at Wastewater and changes to medical leave payouts.

The wages represented in this proposed Ordinance are included in the proposed 2014/2015 fiscal year 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 proposed Salary Ordinance No. 9503.

Sample Motion

Move to approve Salary Ordinance No. 9503.

ORDINANCE NO. 9503

An ordinance to amend Ordinance 9495 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; to amend the salary ranges of the employees covered under the ~~AFSCME labor agreement~~, IBEW-Utilities labor agreement, IBEW-Finance labor agreement, the IBEW-WWTP labor agreement, and the IBEW-Service/Clerical labor agreement, and the IAFF labor agreement; to amend the salary ranges of non-union employees; remove the position and salary range of Senior Equipment Operator covered under the IBEW-WWTP labor agreement; to rename the position of Parks and Recreation Secretary to Administrative Assistant – Parks; to move the position of Crime Analyst from the non-union employee group to the IBEW-Service/Clerical labor agreement; to move the positions of Meter Reader and Senior Meter Reader from the IBEW-Finance labor agreement to the IBEW-Utilities labor agreement; to remove the position of GIS Coordinator from the IBEW-Utilities labor agreement; and to repeal those portions of Ordinance No. 9495 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:

Approved as to Form by _____
City Attorney

ORDINANCE NO. 9503 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	22.9886/32.9003	Exempt
Accounting Technician – Solid Waste	17.9715/23.0181	40 hrs/week
Assistant to the City Administrator	22.3610/31.4778	Exempt
Assistant Public Works Director / Manager of Engineering Services	33.2069/50.4151	Exempt
Assistant Utilities Director – Distribution	47.6003/67.6416	Exempt
Assistant Utilities Director – Production	51.5458/73.2746	Exempt
Assistant Utilities Director – Transmission	51.5458/73.2746	Exempt
Attorney	28.6056/44.1370	Exempt
Biosolids Technician	18.1272/26.7290	40 hrs/week
Building Department Director	33.5096/48.9906	Exempt
CADD Operator	20.5851/29.6126	40 hrs/week
Cemetery Superintendent	20.8630/30.9603	Exempt
City Administrator	63.7373/79.0715	Exempt
City Attorney	40.4963/58.3908	Exempt
City Clerk	26.6290/38.0214	Exempt
Civil Engineer I	27.7544/40.1236	Exempt
Civil Engineer II	32.1919/46.4935	Exempt
Civil Engineering Manager – Utility PCC	35.0629/52.4386	Exempt
Collection System Supervisor	22.9674/32.6479	40 hrs/week
Community Service Officer	14.1913/19.6625	40 hrs/week
Crime Analyst	17.8982/25.4093	40 hrs/week
Custodian – Library, Police	13.0050/18.3520	40 hrs/week
Customer Service Representative – Part time	8.8508/13.2762	40 hrs/week

ORDINANCE NO. 9503 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Electric Distribution Superintendent	36.0403/49.1560	Exempt
Electric Distribution Supervisor	30.4351/41.5354	40 hrs/week
Electric Underground Superintendent	32.0961/43.7850	Exempt
Electrical Engineer I	27.7544/40.1236	Exempt
Electrical Engineer II	32.1919/46.4935	Exempt
Emergency Management Deputy Director	23.8588/34.3400	Exempt
Emergency Management Director	33.9564/48.8590	Exempt
Engineering Technician - WWTP	20.0738/28.3608	40 hrs/week
Equipment Operator - Solid Waste	17.2286/24.9764	40 hrs/week
Finance Director	39.3885/59.0413	Exempt
Finance Operations Supervisor	20.9100/29.5674	Exempt
Fire Chief	38.0334/56.7241	Exempt
Fire EMS Division Chief	32.6600/47.1433	Exempt
Fire Operations Division Chief	32.6600/47.1433	Exempt
Fire Prevention Division Chief	32.6600/45.7964	Exempt
Fleet Services Shop Foreman	22.6375/32.1368	40 hrs/week
GIS Coordinator - PW	25.1945/38.2633	40 hrs/week
Golf Course Superintendent	24.2651/35.0203	Exempt
Grounds Management Crew Chief – Cemetery	18.5580/28.2286	40 hrs/week
Grounds Management Crew Chief – Parks	19.5364/29.0753	40 hrs/week
Human Resources Director	34.2649/50.7704	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	19.6100/30.4434	40 hrs/week
Human Resources Recruiter		40 hrs/week

ORDINANCE NO. 9503 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
	19.6100/30.4434	
Human Resources Specialist	19.1903/29.6632	40 hrs/week
Information Technology Manager	33.9584/50.0820	Exempt
Legal Secretary	20.1802/27.2731	40 hrs/week
Librarian I	18.2883/25.6853	Exempt
Librarian II	20.2526/28.8054	Exempt
Library Assistant I	12.3507/17.8495	40 hrs/week
Library Assistant II	15.0006/20.6771	40 hrs/week
Library Assistant Director	27.6411/41.9108	Exempt
Library Director	35.6605/51.9403	Exempt
Library Page	7.9040/11.2366	40 hrs/week
Library Secretary	15.1825/21.5769	40 hrs/week
Maintenance Worker – Golf	15.2398/23.1708	40 hrs/week
Meter Reader Supervisor	18.7488/27.3890	Exempt
MPO Program Manager	24.1900/35.9570	Exempt
Office Manager – Police Department	17.5184/24.6771	40 hrs/week
Parks and Recreation Director	37.5134/54.7930	Exempt
Parks Superintendent	26.2129/38.1401	Exempt
Payroll Specialist	18.3412/26.3055	40 hrs/week
Planning Director	36.7534/53.3309	Exempt
Police Captain	32.1609/45.5589	Exempt
Police Chief	39.5548/56.7241	Exempt
Power Plant Maintenance Supervisor	30.8105/43.5488	Exempt

ORDINANCE NO. 9503 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Power Plant Operations Supervisor	34.2469/49.0714	Exempt
Power Plant Superintendent – Burdick	37.3294/53.0324	Exempt
Power Plant Superintendent – PGS	43.0351/61.1099	Exempt
Project Manager – Public Works	30.2438/42.5519	Exempt
Public Information Officer	24.0579/35.4724	Exempt
Public Works Director	39.8259/59.1275	Exempt
Public Works Engineer	31.5741/45.6556	Exempt
Receptionist	14.6124/21.9522	40 hrs/week
Recreation Coordinator	19.0905/28.0424	Exempt
Recreation Superintendent	27.6185/41.2440	Exempt
Regulatory and Environmental Manager	30.3109/44.6594	Exempt
Senior Accountant	27.9991/38.9775	Exempt
Senior Electrical Engineer	35.2271/50.8778	Exempt
Senior Public Safety Dispatcher	18.3667/24.2591	40 hrs/week
Senior Utility Secretary	15.6579/22.3584	40 hrs/week
Shooting Range Superintendent	24.3135/36.2336	Exempt
Solid Waste Division Clerk - Full Time	17.0806/22.3412	40 hrs/week
Solid Waste Division Clerk - Part Time	15.2083/20.2869	40 hrs/week
Solid Waste Foreman	19.4289/27.5942	40 hrs/week
Solid Waste Superintendent	27.7256/41.2443	Exempt
Street Superintendent	27.2993/40.1226	Exempt
Street Foreman	21.6740/31.3880	40 hrs/week
Turf Management Specialist		40 hrs/week

ORDINANCE NO. 9503 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
	21.8079/30.8715	
Utilities Director	65.0835/89.0128	Exempt
Utility Production Engineer	36.0255/53.1054	Exempt
Utility Warehouse Supervisor	24.4887/34.9820	40 hrs/week
Victim Assistance Unit Coordinator	14.4738/20.7240	40 hrs/week
Wastewater Plant Chief Operator	22.2252/30.7296	40 hrs/week
Wastewater Plant Engineer	32.7969/47.7791	Exempt
Wastewater Plant Operations Engineer	31.5741/45.1003	Exempt
Wastewater Plant Maintenance Supervisor	24.3715/32.8181	40 hrs/week
Wastewater Plant Project Manager	30.2436/42.5519	Exempt
Wastewater Plant Regulatory Compliance Manager	25.8665/36.9703	Exempt
Water Superintendent	28.4074/41.4713	Exempt
Water Supervisor	23.5898/34.2437	40 hrs/week
Worker / Seasonal	7.2500/20.0000	Exempt
Worker / Temporary	7.2500/20.0000	40 hrs/week

ORDINANCE NO. 9503 (Cont.)

A shift differential of ~~\$0.15~~\$0.25 per hour shall be added to the base hourly wage for persons in the employee classification Senior Public Safety Dispatcher who work a **complete** shift that begins between 3:00 p.m. and 11:00 p.m. Employees who work full shifts from 11:00 p.m. to 7:00 a.m. will receive a shift differential of \$0.25 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.

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	16.1640/23.9447	40 hrs/week
Fleet Services Mechanic	18.3122/27.1309	40 hrs/week
Horticulturist	17.5359/26.0270	40 hrs/week
Maintenance Worker – Cemetery	15.7845/23.4024	40 hrs/week
Maintenance Worker – Parks	15.6427/23.2057	40 hrs/week
Maintenance Worker – Streets	15.4192/22.8578	40 hrs/week
Senior Equipment Operator – Streets	17.5883/26.0865	40 hrs/week
Senior Maintenance Worker – Streets	17.5478/26.0264	40 hrs/week
Traffic Signal Technician	17.5072/25.9663	40 hrs/week

SECTION 3. The currently occupied classifications of employees of the City of Grand Island included under the IBEW labor agreements, and the ranges of compensation (salary

ORDINANCE NO. 9503 (Cont.)

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 labor agreements shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	<u>15.3789/20.3509</u> <u>15.9556/21.1141</u>	40 hrs/week
Cashier	<u>14.1152/19.2344</u> <u>14.7504/20.0999</u>	40 hrs/week
Custodian	16.4824/19.4635	40 hrs/week
Electric Distribution Crew Chief	<u>30.1073/38.2908</u> <u>31.5374/40.1096</u>	40 hrs/week
Electric Underground Crew Chief	<u>30.1073/38.2908</u> <u>31.5374/40.1096</u>	40 hrs/week
Engineering Technician I	<u>18.9731/27.1469</u> <u>19.3051/27.6220</u>	40 hrs/week
Engineering Technician II	<u>23.4544/32.1592</u> <u>23.8649/32.7220</u>	40 hrs/week
GIS Coordinator	<u>24.1309/33.8607</u>	40 hrs/week
Instrument Technician	<u>28.3005/37.3872</u> <u>29.2910/38.6958</u>	40 hrs/week
Lineworker Apprentice	<u>18.3525/26.9104</u> <u>20.0501/29.3996</u>	40 hrs/week
Lineworker First Class	<u>27.8182/32.9010</u> <u>29.8350/35.2863</u>	40 hrs/week
Materials Handler	22.9057/30.7045	40 hrs/week
Meter Reader	<u>16.5035/21.5210</u> <u>17.4937/22.8123</u>	40 hrs/week
Meter Technician	<u>22.1890/27.4234</u> <u>23.5203/29.0688</u>	40 hrs/week
Power Dispatcher I	27.7874/38.6353	40 hrs/week
Power Dispatcher II	29.1854/40.5728	40 hrs/week
Power Plant Maintenance Mechanic	<u>26.3037/32.7530</u> <u>27.8819/34.7182</u>	40 hrs/week
Power Plant Operator	31.0740/36.1958	40 hrs/week
Senior Accounting Clerk	<u>17.2862/22.6435</u> <u>17.8912/23.4360</u>	40 hrs/week
Senior Engineering Technician	<u>29.6764/36.3172</u> <u>31.0860/38.0423</u>	40 hrs/week

ORDINANCE NO. 9503 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Senior Materials Handler	26.3736/34.4008 <u>27.7582/36.2068</u>	40 hrs/week
Senior Meter Reader	19.5460/23.1988 <u>20.7188/24.5907</u>	40 hrs/week
Senior Power Dispatcher	33.7612/46.3298 <u>34.7740/47.7197</u>	40 hrs/week
Senior Power Plant Operator	30.6374/39.2761 <u>32.7054/41.9272</u>	40 hrs/week
Senior Substation Technician	36.0732/37.3872 <u>37.7867/39.1631</u>	40 hrs/week
Senior Water Maintenance Worker	21.4326/28.2219 <u>22.7186/29.9152</u>	40 hrs/week
Substation Technician	33.3943/34.7199 <u>34.9805/36.3691</u>	40 hrs/week
Systems Technician	29.4298/37.3872 <u>30.8277/39.1631</u>	40 hrs/week
Tree Trim Crew Chief	26.3633/32.7394 <u>27.9451/34.7038</u>	40 hrs/week
Utility Electrician	26.4192/34.7199 <u>27.2778/35.8483</u>	40 hrs/week
Utility Technician	25.8034/36.2961 <u>26.3840/37.1128</u>	40 hrs/week
Utility Warehouse Clerk	19.0662/23.5232 <u>20.2102/24.9346</u>	40 hrs/week
Water Maintenance Worker	17.8567/24.6940 <u>18.9281/26.1756</u>	40 hrs/week
Wireworker I	20.0604/28.3654 <u>21.5148/30.4219</u>	40 hrs/week
Wireworker II	27.8182/32.9010 <u>29.8350/35.2863</u>	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:

ORDINANCE NO. 9503 (Cont.)

Classification	Hourly Pay Range Min/Max	
Police Officer	19.8680/29.2110	
Police Sergeant	24.8667/35.8359	

OVERTIME ELIGIBILITY

The City has reserved its right to the utilization of the 207(k) FLSA exemption and will implement this as the hours of work effective the first full pay period following the execution of the labor agreement. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City’s current payroll cycle. For purposes of calculating eligibility for overtime, “hours worked” shall include actual hours worked, vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. There shall also be established for each employee in the bargaining unit a Training and Special Events bank of thirty (30) hours per individual per contract year. Each employee may be scheduled for training or special event duty with a minimum of seven (7) days notice prior to the commencement of the pay period and the training and special events bank hours may be added to the eighty (80) hour, two (2) week pay period up to eighty-six (86) hours and these hours shall not be eligible for overtime. Training and special events hours worked in excess of eighty-six (86) hours in a two week pay period will be eligible for overtime, but will not be subtracted from the Training and Special Events bank. 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

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eighty (80) hours, if the time is funded at overtime rates by the grant. Any such grant hours are not deducted from the Training and Special Events bank.

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fire Captain	<u>17.7341/24.5896</u> <u>18.7981/26.0650</u>	212 hrs/28 days
Firefighter / EMT	<u>13.1756/19.1207</u> <u>14.0979/20.4591</u>	212 hrs/28 days
Firefighter / Paramedic	<u>14.7104/20.7759</u> <u>15.8872/22.4380</u>	212 hrs/28 days
Life Safety Inspector	<u>20.0097/28.3914</u> <u>21.4104/30.3788</u>	40 hrs/week
Shift Commander	<u>21.0210/27.5106</u> <u>22.7027/29.7114</u>	212 hrs/28 days

IAFF employees, with the exception of the Life Safety Inspector, will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period, unless recall or mandatory overtime is required as specified in the IAFF labor agreement. When an employee is assigned as an Apparatus Operator (not including ambulance or service vehicles) for an entire 24 hour shift, 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-WWTP 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

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included under the IBEW-WWTP labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – WWTP	15.2009/21.3891 <u>15.9229/22.4051</u>	40 hrs/week
Equipment Operator – WWTP	17.2575/24.2831	40 hrs/week
Maintenance Mechanic I	17.2575/24.2831 <u>17.6458/24.8295</u>	40 hrs/week
Maintenance Mechanic II	19.3228/27.1892 <u>19.9508/28.0728</u>	40 hrs/week
Maintenance Worker – WWTP	17.2575/24.2831 <u>17.8184/25.0723</u>	40 hrs/week
Senior Equipment Operator – WWTP	18.6540/26.2479	40 hrs/week
Wastewater Clerk	12.9851/18.2711 <u>13.6019/19.1390</u>	40 hrs/week
Wastewater Plant Laboratory Technician	18.3195/25.7773 <u>18.8233/26.4862</u>	40 hrs/week
Wastewater Plant Operator I	15.4347/21.7185 <u>16.1293/22.6958</u>	40 hrs/week
Wastewater Plant Operator II	17.2575/24.2831 <u>18.0341/25.3758</u>	40 hrs/week

Employees covered under the IBEW Wastewater Treatment Plant labor agreement who are regularly scheduled to work swing shift will receive an additional 15 cents (\$0.15) per hour; employees who are regularly scheduled to work graveyard shift will receive an additional 25 cents (\$0.25) per hour for wages attributable to those shifts. One lead Maintenance Worker covered under the IBEW Wastewater Treatment Plant labor agreement may receive forty dollars (\$40) per pay period stipend.

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

ORDINANCE NO. 9503 (Cont.)

work period which certain such employees included under the IBEW-Service/Clerical labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – Streets	16.2819/21.7346 <u>16.9739/22.6583</u>	40 hrs/week
Accounts Payable Clerk	15.4437/22.3440 <u>15.9842/23.1260</u>	40 hrs/week
Administrative Assistant	16.0642/23.0406 <u>16.9879/24.3654</u>	40 hrs/week
Parks and Recreation Secretary <u>Administrative Assistant - Parks</u>	15.1173/21.4842 <u>16.2511/23.0955</u>	40 hrs/week
Audio Video Technician	16.2165/22.8773 <u>17.0679/24.0784</u>	40 hrs/week
Building Inspector	20.0585/28.4606 <u>20.6101/29.2433</u>	40 hrs/week
Building Secretary	15.1173/21.4842 <u>15.6842/22.2899</u>	40 hrs/week
Community Development Administrator	17.5009/25.1630 <u>18.5072/26.6099</u>	40 hrs/week
Community Development Specialist	16.0642/23.0406 <u>16.9879/24.3654</u>	40 hrs/week
Computer Operator	19.5143/25.6528 <u>20.5388/26.9996</u>	40 hrs/week
Computer Programmer	22.2569/32.6182 <u>22.7577/33.3521</u>	40 hrs/week
Computer Technician	20.0997/26.4228 <u>21.1549/27.8100</u>	40 hrs/week
<u>Crime Analyst</u>	<u>18.7931/26.6798</u>	<u>40 hrs/week</u>
Electrical Inspector	20.0585/28.4606 <u>20.6101/29.2433</u>	40 hrs/week
Emergency Management Coordinator	15.1173/21.4842 <u>16.2511/23.0955</u>	40 hrs/week
Engineering Technician – Public Works	20.6353/29.1027	40 hrs/week
Evidence Technician	15.0085/21.9630 <u>15.4963/22.6768</u>	40 hrs/week
Finance Secretary	15.1173/21.4842 <u>15.6842/22.2899</u>	40 hrs/week
GIS Coordinator	22.8800/32.1053 <u>24.0812/33.7908</u>	40 hrs/week
Maintenance Worker I – Building, Library	15.7703/21.3427	40 hrs/week
Maintenance Worker II – Building, Police	16.6192/22.5290	40 hrs/week

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Planning Secretary	15.1173/21.4842 <u>15.6842/22.2899</u>	40 hrs/week
Planning Technician	20.6972/29.1201 <u>21.5251/30.2849</u>	40/hrs/week
Plans Examiner	20.0585/28.4606 <u>20.8608/29.5990</u>	40 hrs/week
Plumbing Inspector	20.0585/28.4606 <u>20.6101/29.2433</u>	40 hrs/week
Police Records Clerk – Full Time	13.4956/18.7852 <u>14.0354/19.5366</u>	40 hrs/week
Public Safety Dispatcher	15.2370/22.2569 <u>15.6560/22.8690</u>	40 hrs/week
Shooting Range Operator	20.9399/28.3844 <u>21.5681/29.2359</u>	40 hrs/week
Stormwater Technician	20.6353/29.1027 <u>20.6353/29.1027</u>	40 hrs/week
Utility Secretary	15.1173/21.4842 <u>15.6842/22.2899</u>	40 hrs/week

A shift differential of ~~\$0.10~~ \$0.15 per hour shall be added to the base hourly wage for persons in the employee classification Public Safety Dispatcher who work a **complete** shift that begins between 3:00 p.m. and 11:00 p.m. Employees who work full shifts from 11:00 p.m. to 7:00 a.m. will receive a shift differential of \$0.25 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 \$0.25 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.

SECTION 8. 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

ORDINANCE NO. 9503 (Cont.)

stated above. All employees covered by the IAFF labor agreement, except Life Safety Inspector, will be credited five hundred twenty-five dollars (\$525) annual credit to be used for the purchase of the uniform item purchases as needed. New hires will receive four hundred dollars (\$400) credit for the purchase of initial uniforms. After probation they shall receive an additional five hundred dollars (\$500) for the purchase of a Class A uniform or other items as necessary. ~~shall be paid a clothing and uniform allowance in addition to regular salary in the amount of \$529.92 per year, divided into twenty four (24) pay periods.~~ All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary of \$25.00 per pay period. If any such employee covered by the ~~IAFF or~~ FOP labor agreements shall resign, or his or her employment be terminated for any reason whatsoever, the clothing allowance shall be paid on a prorata basis, but no allowance shall be made for a fraction of a month. Employees covered by the IBEW – Utilities, ~~the IBEW – Finance~~ labor agreements, and 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 \$600 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 \$350. Employees will be reimbursed for said purchases with a receipt showing proof of purchase.

Fire Chief and Fire Division Chiefs shall be paid a clothing allowance of \$484.08 per year, divided into 24 pay periods. Police Chief and Police Captains shall be paid a clothing allowance of \$650.00 per year, divided into 26 pay periods.

Non-union employees and employees covered by the FOP labor agreement, the IAFF labor agreement, the IBEW Utilities, Finance, Service/Clerical and Wastewater Treatment Plant labor agreements may receive an annual stipend not to exceed ~~\$1,000~~ \$1,500 for bilingual pay.

ORDINANCE NO. 9503 (Cont.)

Employees covered by the AFSCME labor agreement shall be granted a meal allowance of \$4.50 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 - Utilities ~~and IBEW—Finance~~ labor agreements shall be allowed a meal allowance for actual cost, or up to \$7.00 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. 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 \$18.00 per month. When protective clothing is required for Utilities Department and Wastewater Treatment Plant personnel covered by the IBEW labor agreements and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay 60% of the actual cost of providing and cleaning said clothing and the employees 40% of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of \$12 biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic

ORDINANCE NO. 9503 (Cont.)

shall receive a tool allowance of \$15 biweekly. The City will reimburse 60% of the actual cost of providing up to 2 pairs of steel toe or safety toe boots that meets the ANSI standard per contract year for employees covered by the IBEW Wastewater Treatment Plant labor agreement.

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

(A) All employees covered in the IBEW Utilities ~~and IBEW Finance~~ labor agreements shall be paid for forty-seven percent (47%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed four hundred eighty-eight and one third hours (calculated at 47% x 1,039 hours = 488.33 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 five hundred ninety-eight and eighty-eight hundredths hours (calculated at 38% x 1,576 hours = 598.88 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 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 Wastewater labor agreement shall be paid 37.5% of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed three~~

ORDINANCE NO. 9503 (Cont.)

~~hundred ninety nine hours (calculated at 37.5% x 1064 hours = 399 hours).~~

Employees covered by the IBEW Service/Clerical, IBEW Finance, and IBEW Wastewater Treatment Plant labor agreements shall have a contribution to a VEBA made on their behalf in lieu of payment for ~~forty twenty-five~~ percent (~~4025~~%) of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed ~~433.60~~ 334.75 hours (calculated at ~~4025~~% x ~~1084-1,339~~ hours = ~~433.60~~334.75 hours.)

Non-union employees 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 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 hired before October 1, 2014 covered by the AFSCME labor agreement shall be paid thirty-five (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 (calculated at 35% x 1339 hours = 468.65 hours). Employees hired on or after October 1, 2014, covered by the AFSCME labor agreement will not receive compensation at retirement for unused medical leave. All employees covered under the FOP labor agreement shall be paid thirty-seven and one-half percent (37.5%) of their accumulated medical leave bank at the time of their retirement, not to exceed four hundred eighty hours (calculated at 37.5% x 1,280 hours = 480 hrs.), based on the employee's salary at the time of retirement. If death occurs while in the line of duty, employees covered under the

ORDINANCE NO. 9503 (Cont.)

FOP labor agreement shall be paid fifty percent (50%) of their accumulated medical leave bank at the time of their death, not to exceed six hundred forty hours (50% x 1,280 hours = 640 hrs.), based on the employee's salary at the time of their death.

(B) The City Administrator and department heads shall have a contribution made to their VEBA for one-half of their accumulated medical leave, not to exceed 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 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 \$30.00 per pay period. Employees represented by the IBEW Service/Clerical, IBEW Wastewater Treatment Plant, and IBEW Finance labor agreements shall have a contribution made on their behalf to the VEBA account of \$15 per pay period. Employees represented by the IBEW Utilities labor agreement shall have a contribution made on their behalf to their VEBA account in the amount of \$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 \$10 per pay period.

ORDINANCE NO. 9503 (Cont.)

SECTION 11. 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 12. 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 6, 2014.

SECTION 13. Those portions of Ordinance No. 9495 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: September 9, 2014

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item G-1

Approving Minutes of August 21, 2014 City Council Special Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL MEETING

August 21, 2014

Pursuant to due call and notice thereof, a Special Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on August 21, 2014. Notice of the meeting was given in the *Grand Island Independent* on August 15, 2014.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following Councilmembers were present: Vaughn Minton, Mike Paulick, Mark Stelk, John Gericke, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Chuck Haase, Julie Hehnke, and Kent Mann. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Treasurer and Finance Director Jaye Monter, City Attorney Robert Sivick, and Public Works Street Superintendent Shannon Callahan.

INVOCATION was given by Community Youth Council member Sarah Salman followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Sarah Salman and board member Danna Burchess.

RESOLUTIONS:

#2014-233 - Consideration of Approving Project Implementation Agreement with Grand Island Area Economic Development Corporation - Platte Valley Industrial Park East - Community Development Block Grant Phase 2. Finance Director Jaye Monter stated this resolution was to ask the Council for approval to direct City staff to pursue negotiations with GIAEDC to draft a Project Implementation Agreement and present to the City Council at the October 14, 2014 City Council meeting. The Project Implementation Agreement would outline the responsibilities of both the City and GIAEDC for the \$925,000 Phase 2 Community Development Block Grant that was applied for by the City on behalf of the GIAEDC and awarded in March 2011 to develop the infrastructure of 280 acres of land owned by the GIAEDC known as the Platte Valley Industrial Park East.

The reason City staff was seeking the Project Implementation Agreement with the GIAEDC were the same reasons the Project Implementation Agreement was created back in 2009 for Phase 1. The intent of City staff and GIAEDC in 2009 was to create a Project Implementation Agreement for Phase 2 similar to the Phase 1 project. Ms. Monter explained the agreement created in 2009. The concern of City staff was who would be responsible for the \$925,000 LB 840 funds if the 37 jobs were not created by April, 2016.

Viewed was a video clip of the City Council meeting of July 27, 2010 approving the GIAEDC application for \$750,000 of LB 840 funds for development at the Platte Valley Industrial Park East indicating a Project Implementation Agreement between the City and GIAEDC would come forward for Council approval outlining the responsibilities of both the City and GIAEDC.

Randy Gard, GIAEDC President stated the City owned tangible assets in the water system, sewer system, and paved Blaine Street to the Platte Valley Industrial Park which amounted to approximately \$2 million. The City would receive sewer and water revenue when businesses hooked up and tap fees from the EDC in an amount of over \$400,000 and tap fees from other businesses. He stated the continued negotiation was detrimental to their efforts to recruit business to Platte Valley. He recommended the Council postpone this request.

Mayor Vavricek stated the City was trying to seek compliance of the City Council action back in July 2010. This impacted the long range planning discussion and future budgets for the City and items on the August 26, 2014 Council meeting. City Council was being asked for direction to have closure on this item.

Motion by Gilbert, second by Haase to deny Resolution #2014-233. Upon roll call vote, all voted aye. Motion adopted.

SPECIAL ITEMS:

Discussion Concerning the Proposed Budget Fiscal Year 2014-2015 City of Grand Island and Community Redevelopment Authority (CRA) Budgets. Ms. Monter stated this was a continuation of the 2014-2015 budget.

ICMA Public Safety Study Fire Update. Fire Chief Cory Schmidt gave an update on the ICMA Public Safety Study for the Fire Department. The Fire Department had incorporated a compressed air foam system (CAFS) in the last two fire engine purchases which reduces water damage to structures and had proven to be more effective in fire operations. A vehicle replacement plan would replace ambulances on a 12 year schedule and replace engines/aerial at 35% maintenance to cost threshold. The department hired a life safety inspector in 2013 to increase fire prevention efforts. They changed the organizational structure to mirror similar departments by eliminating one division chief and adding shift commanders. They also added Mobile Data Terminal to all front line vehicles, started the accreditation process, evaluated turnout time, and improved training direction and focus.

The Fire Department would continue to work on accreditation, Community Risk Assessment, Standard of Coverage, internal documentation and review (2-3 year process), and implement a customer feedback system (update website).

Comments were made concerning the shift in work from fire calls to medical calls. Chief Schmidt explained the changes and why fire trucks were taken to calls. He commented on the number of calls per station. Division Chief Tim Hiemer explained the maintenance schedule on the fire trucks. Chief Schmidt commented on training at the Airport. Collections were discussed. The average patient transported was 67 years old and on Medicare. Request for Proposals for a new billing system was issued this week.

2014-2015 General Fund Cash Analysis. Finance Director Jaye Monter reviewed the Unrestricted General Fund Cash Balance. The forecast for September 30, 2014 was \$9,697,703. Explained were the revenues and expenses which was an increase of \$817,863 for the unrestricted cash 2014 forecast.

Municipal Equalization Fund Revenue Discussion. Finance Director Jaye Monter reviewed the Municipal Equalization Fund (MEF) Revenue. Payments were made by the State to Cities based on a formula. Explained was the mill levy increase in future years in order to receive 100% of the MEF funds. The current valuation certified to the City on August 20, 2014 was \$2,658,000,000. The proposed mill levy was 0.3241.

Comments were made concerning the increase in property valuation. Building Department Director Craig Lewis stated the City was about \$10 million ahead of last year in building permits. Ms. Monter recommended the Council increase the mill levy to receive the MEF funding at 100%. No action occurred from Council.

Council recessed at 9:08 p.m. and reconvened at 9:18 p.m.

Councilmember Questions. Finance Director Jaye Monter answered the following questions submitted by Council:

Q: What is the extra \$125,000 for Economic Development for?

Q: Where is the budget for life safety funding as presented by the Downtown Business Improvement District?

A: 2014-2015 Budget for Economic Development account 10011102-85454 actually went up \$105,000 from \$420,000. \$100,000 for Downtown Life Safety Program and \$425,000 State Lottery Match program.

Q: Travel and training for Information Technology Department is high and not been used for the last 2 years – over \$1,000/person.

A:	2012	2013	2014	2015
Budget	\$10,000	\$10,000	\$8,500	\$8,500
Actual/Forecast	\$ 2,652	\$ 5,391	\$6,500	N/A

Q: What are the new administrative services for health insurance?

A: Account 61550023-85221 set up in 2013-2014 budget to account for incentive contributions to employees for new Health Savings Account for employees participating in new High Deductible Health Insurance Plan.

Q: HR operating increased in 2014 due to all the union contracts. For the 2014-2015 budget, it did not go down much – where is this new spending going?

A: There is a \$10,000 contingency in the 2014-2015 budget in case one of the 6 labor agreements currently being negotiated isn't settled until 2014-2015. If all 6 agreements are settled before 9/30/14, the contingency won't be needed. There are also dollars to cover the cost of recruiting a new City Administrator in the 2014-2015 proposed budget.

Q: Why is operating expense of Council up almost 1/3 since 2013?

A: The 2014 Forecast was \$12,632 and the 2015 Budget request was \$12,991.

Q: Life Safety Inspector.

A: Best use of resources possible

Engineering – plans must include sprinklers and other built-in components

Enforcement – must conduct inspections

Education – change mentality of business owners and occupants, process will still have issues if this doesn't occur
Workload is too much for one inspector and it is inefficient to have engine crews perform inspections

Discussion was held regarding grills on decks at apartment complexes with no sprinklers. City Code does not allow this type of use.

Q: Has any thought been given to the location of the dog park being moved to LE Ray?

A: LE Ray is on the list for possible locations

Each location has pros and cons

LE Ray may be good for large dogs and not so good for small dogs

Park is currently used for multiple activities and the required fencing may disrupt those

Riverside golfers may also have issue with noise

Humane Society has approached the City with a possible alternate and shared cost idea

\$50,000 is just a placeholder for now, Council will make final approval of location and any contract(s)

Q: Please remind me of the specific upgrades/remodels of Island Oasis for the \$350,000 requested in the budget.

A: The \$350,000 for the water park will be earmarked to update the wave machine, restore exterior woodwork, remodel bathrooms, replace the roof on the building and, if money is left, make waterslide improvements. \$150,000 will also be used for a sound system and pool painting improvements.

Q: What was the cost of operating Lincoln Park pool this year? Revenue appears to be around \$51,000?

A: The updated forecast for Lincoln Pool at year end is revenue of \$45,750 and expenses of \$52,500.

Q: What is the purpose of the Recreation van?

A: The recreation van is primarily used by the Recreation Division. It is a very useful vehicle because it has good load capacity for supplies and people.

- Used on a daily basis in the summer to transport children's program games and craft supplies to the various locations for parks programs
- Transportation for supervisor staff and supplies to/from swimming pools
- Used at the Fieldhouse for outside trips; sports equipment, t-shirt vendors, hardware store, trophy vendors, outside meetings, City Hall, etc.
- Used for special events to transport staff and supplies: Grand Island Games
- Summer Concert Series, Winter Rally Volleyball Tournament
- Because this van can carry up to six people it is commonly used by other City departments for out of town meetings or city tours/assessments

Ms. Monter mentioned the Ryder Park Tennis Complex was budgeted at \$175,000. This was to replace the existing courts and add three additional courts. The total project was estimated at \$350,000; dependent upon the Grand Island Tennis Association contract modification.

Parks & Recreation Director Todd McCoy stated this could be bid out late fall and start the project in the spring of 2015. A contract would be brought to Council for approval after the budget process

Motion by Haase, second by Paulick to add \$20,000 to the City Clerk's budget for the Food & Beverage Occupation Tax Special Election. Upon roll call vote, all voted aye. Motion adopted.

400 Fund Capital Improvements.

Discussion was held regarding the fire station and Emergency 911 Center study. Emergency Management Director Jon Rosenlund stated the \$50,000 would go toward design and location of a new 911 Center. Fire Chief Schmidt commented on the needs of the Fire Stations. Mentioned were Fire Station 2 and the coverage area.

Discussion was held regarding moving the E-911 Center to Burdick Station. Mr. Rosenlund stated his department budget was joint with the City and Hall County. Mayor Vavricek commented on the Enterprise Fund and General Funds that related to this issue. Mr. Rosenlund stated that if the new location was City owned the County should not fund this study.

Motion by Donaldson, second by Gilbert to reduce the \$250,000 for the Fire and Emergency 911 to \$50,000 for the relocation of the 911 Center. Upon roll call vote, Councilmembers Stelk, Gilbert, Nickerson, Hehnke, and Donaldson voted aye. Councilmembers Minton, Paulick, Gericke, Haase, and Mann voted no. Mayor Vavricek cast the sixth and deciding no vote. Motion failed.

Motion by Donaldson, second by Paulick to amend the Capital Improvement budget to include \$250,000 to reconfigure the intersection and drainage at Kaufmann Park. The \$150,000 forecast for this year be moved forward and the \$100,000 come from the General Fund. Upon roll call vote, all voted aye. Motion adopted.

Budget Schedule. Finance Director Jaye Monter reviewed the 2014-2015 budget meeting schedule. The August 26, 2014 Council meeting would include the salary ordinance. The September 9, 2014 Council meeting included the following: public hearing to conclude; mill levy tax asking; fee schedule; Board of Equalization for Business Improvement District; and final approval of the 2014-2015 budget.

ADJOURNMENT: The meeting was adjourned at 10:34 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item G-2

Approving Minutes of August 26, 2014 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

August 26, 2014

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on August 26, 2014. Notice of the meeting was given in *The Grand Island Independent* on August 20, 2014.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Kent Mann, Linna Dee Donaldson, Chuck Haase, Julie Hehnke, Mitch Nickerson, Peg Gilbert, John Gericke, Mark Stelk, Mike Paulick, and Vaughn Minton. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, Treasurer and Finance Director Jaye Monter, City Attorney Robert Sivick, and City Engineer and Public Works Director John Collins.

INVOCATION was given by Pastor Darren Guthridge, Trinity United Methodist Church, 511 North Elm Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Sarah Salman.

City Attorney Robert Sivick recommended Resolutions #2014-256 and #2014-257 be pulled to a later date for further review by the City Attorney.

PRESENTATIONS:

Presentation of the Grand Island Fire Department's Citizen's Citation Award to Megan Gangwish and Deb O'Hara. Fire Chief Cory Schmidt and EMS Division Chief Russ Blackburn presented the Grand Island Fire Department's Citizen's Citation for life saving efforts to Megan Gangwish and Deb O'Hara for saving the life of a child from drowning on July 4, 2014. Ms. Gangwish and Ms. O'Hara were present to receive the award.

PUBLIC HEARINGS:

Public Hearing on Request from Jacqueline E. Bowen dba j. elizabeth and the Happy Brush, 305 West 3rd Street for a Class "I" Liquor License. City Clerk RaNae Edwards reported that an application for a to Class "I" Liquor License had been received from Jacqueline E. Bowen dba j. elizabeth and the Happy Brush, 305 West 3rd Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on August 8, 2014; notice to the general public of date, time, and place of hearing published on August 16, 2014; notice to the applicant of date, time, and place of hearing mailed on August 12, 2014; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections and completion of a state approved alcohol server/seller training program. Jackie Bowen, 1705 Gretchen Avenue and Amos Anson, 4234 Arizona Avenue spoke in support. No further public testimony was heard.

Public Hearing on Request from Red Lobster Hospitality, LLC dba Red Lobster #0734, 3430 West 13th Street for a Class "I" Liquor License. City Clerk RaNae Edwards reported that an application for a to Class "I" Liquor License had been received from Red Lobster Hospitality, LLC dba Red Lobster #0734, 3430 West 13th Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on August 13, 2014; notice to the general public of date, time, and place of hearing published on August 16, 2014; notice to the applicant of date, time, and place of hearing mailed on August 14, 2014; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections and completion of a state approved alcohol server/seller training program. Tim O'Neill, attorney for Red Lobster was present to answer questions. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement located along the West Side of Highway 281 to the South of 3445 West Stolley Park Road (CNH Industrial American, LLC). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located along the west side of Highway 281 to the south of 3445 West Stolley Park Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. The easement would be used to construct a new three phase overhead power line to CNH. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement located on the South Side of Airport Road just East of St. Paul Road (Copart of Connecticut, Inc.). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located on the south side of Airport Road, just east of St. Paul Road, was needed in order to have access to install, upgrade, maintain, and repair water lines. The easement would be used to install water lines along Airport Road to provide a loop system (or back-up) to the existing line on Skypark Road and firefighting capacity in the entire Airport area. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Utility Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (J & B Rentals, LLC). Public Works Director John Collins reported that acquisition of public utility easements were needed for the North Interceptor Phase II in order to replace aged force main sanitary sewer, reduce or eliminate current sewer pumping station(s), and provide additional capacity for existing and new growth areas of Grand Island. This easement would allow for the construction, operation, maintenance, extension, repair, replacement, and removal of public utilities within the easement. Staff recommended approval. No public testimony was heard.

Public Hearing on Amendment to Redevelopment Plan for CRA Area 6 located at 620 West State Street. Regional Planning Director Chad Nabity reported that Super Market Developers, a subsidiary of Associated Wholesale Grocers, developer had submitted a proposed amendment to the redevelopment plan that would provide for site acquisition, demolition and construction of a new grocery store, in line retail space and restaurant pad site at the Five Points location. Staff recommended approval. Scott Wilmoski with Supermarket Developers spoke in support. No further public testimony was heard.

Public Hearing on Amendment to Redevelopment Plan for CRA Area 9 located at 2228 N. Webb Road. Regional Planning Director Chad Nabity reported the developer intends to use Tax Increment Financing to aid in renovation, reconfiguration and expansion of existing retail space located within the Grand Island Mall property north of Shopko and south of Dollar Tree at 2228 N. Webb Road. Staff recommended approval. Tim Lowe, Lincoln, NE spoke in support. No further public testimony was heard.

Public Hearing on the Semi-Annual Report by the Grand Island Area Economic Development Corporation/Citizen Advisory Review Committee on the Economic Development Program Plan. Dehn Renter, President of the Citizen Advisory Review Committee (CARC) stated the CARC had met and recommended approval of the EDC Semi-Annual Report. Randy Gard, president of Grand Island Area Economic Development Corporation (GIAEDC) gave the semi-annual report. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

- #9494 - Consideration of Amending Grand Island City Code Chapters 17-6, Notice to Remove; Noncompliance with Notice and 17-52, Notice to Abate: Remove Nuisance
- #9495 - Consideration of Salary Ordinance

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

- #9494 - Consideration of Amending Grand Island City Code Chapters 17-6, Notice to Remove; Noncompliance with Notice and 17-52, Notice to Abate: Remove Nuisance

Police Chief Steve Lamken reported that the Nebraska Legislature revised State Statute 16-230 in 2013. The revisions in the statute provided for cities to establish the method of notice for specific nuisances. The Police Department and Legal Department were recommending that the City amend ordinances 17-6 and 17-52 to provide for notice of violation to be done by either personal service or by first class mail and posting of the property. Lewis Kent, 624 Meves Avenue spoke in support.

Motion by Gilbert, second by Nickeson to approve Ordinance #9494 on first reading.

City Clerk: Ordinance #9494 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9494 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9494 is declared to be lawfully adopted upon publication as required by law.

#9495 - Consideration of Salary Ordinance

Human Resources Director Brenda Sutherland reported that a Salary Ordinance is presented each year as a part of the budget process. Some wages were set as part of negotiated labor agreements and others through salary surveys. Wage changes in this Ordinance were for the positions in the AFSCME bargaining unit, FOP bargaining unit and the non-union positions.

Motion by Haase, second by Gericke to approve Ordinance #9495 on first reading.

City Clerk: Ordinance #9495 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9495 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9495 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Motion by Donaldson, second by Paulick to approve the Consent Agenda. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of August 12, 2014 City Council Regular Meeting.

Approving Minutes of August 14, 2014 City Council Special Meeting.

Approving Minutes of August 19, 2014 City Council Special Meeting.

#2014-234 - Approving Preliminary Plat for Sterling Estates Subdivision and Final Plat and Subdivision Agreement for Sterling Estates Fourth Subdivision. It was noted that Niedfelt Property Management Preferred LLC, developer/owner, had submitted the Preliminary Plat for Sterling Estates Subdivision and the Final Plat and Subdivision Agreement for Sterling Estates Fourth Subdivision for the purpose of creating 78 lots located south of Capital Avenue and east of North Road containing 23.46 acres.

#2014-235 - Approving Final Plat and Subdivision Agreement for Sterling Estates Fifth Subdivision. It was noted that Niedfelt Property Management Preferred LLC, developer/owner, had submitted the Final Plat and Subdivision Agreement for Sterling Estates Fifth Subdivision for the purpose of creating 9 lots located south of Capital Avenue and east of North Road containing 3.26 acres.

#2014-236 - Approving Final Plat and Subdivision Agreement for TLST Spiehs Subdivision. It was noted that Timothy Spiehs and Gary Ummel, developers/owners, had submitted the Final Plat and Subdivision Agreement for TLST Spiehs Subdivision for the purpose of creating 2 lots located south of Capital Avenue and east of St. Paul Road containing 5.781 acres.

#2014-237 - Approving Preliminary and Final Plat and Subdivision Agreement for Kurz Subdivision. It was noted that Grand Island Area Habitat for Humanity, developer/owner, had submitted the Final Plat and Subdivision Agreement for Kurz Subdivision for the purpose of creating 7 lots located north of 8th Street and east of Superior Street containing 1.80 acres.

#2014-238 - Approving Acquisition of Utility Easement located along the West Side of Highway 281 to the South of 3445 West Stolley Park Road (CNH Industrial America, LLC).

#2014-239 - Approving Acquisition of Utility Easement located on the South Side of Airport Road just East of St. Paul Road (Copart of Connecticut, Inc.).

#2014-240 - Approving Bid Award for Communication Tower & Shelter Project at Phelps Control Center with Platte Valley Communications of Grand Island, NE in an Amount of \$73,723.00.

#2014-241 - Approving Bid Award for Ortho-Polyphosphate for Corrosion Control with Carus Phosphates, Inc. of Peru, IL in an Amount of \$83,718.00.

#2014-242 - Approving Change Order #1 for Construction of Substation "J" with IES Commercial, Inc. of Holdrege, NE for an Increase of \$97,844.00 and a Revised Contract Amount of \$2,570,678.38.

#2014-243 - Approving Change Order #1 for Installation of 72/48 Fiber - Contract #2013-OPWG-V with IES Commercial, Inc. of Holdrege, NE for a Decrease of \$34,000.00 and a Revised Contract Amount of \$273,117.00.

#2014-244 - Approving Acquisition of Public Utility Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (J & B Rentals, LLC).

#2014-245 - Approving the Adoption of a Resolution Designating Terry Brown as the Responsible Charge Individual for Federal Aid Transportation Projects.

#2014-246 - Approving Agreement for Temporary Construction Easement for Faidley Avenue Paving Improvements; Project No. 2014-P-1 (T & E Cattle Company).

#2014-247 - Approving Agreement for Utility Relocation Services to be performed by NorthWestern Energy for the Capital Avenue – Webb Road to Broadwell Avenue Project.

#2014-248 - Approving Subordination Agreement for Miguel & Maria Mendoza - 405 East 3rd Street.

RESOLUTIONS:

#2014-249 - Consideration of Request from Jacqueline E. Bowen dba j. elizabeth and the Happy Brush, 305 West 3rd Street for a Class "I" Liquor License. This item was related to the aforementioned Public Hearing. Discussion was held concerning the church located within 150'. Mr. Sivick stated the Liquor Control Commission would make the final decision.

Motion by Paulick, second by Minton to approve Resolution #2014-249 with conditions. Upon roll call vote, all voted aye. Motion adopted.

#2014-250 - Consideration of Request from Red Lobster Hospitality, LLC dba Red Lobster #0734, 3430 West 13th Street for a Class "I" Liquor License and Liquor Manager Designation for Sean Korth, 17303 "M" Street, Omaha, NE. This item was related to the aforementioned Public Hearing.

Motion by Haase, second by Hehnke to approve Resolution #2014-250 with conditions. Upon roll call vote, all voted aye. Motion adopted.

#2014-251 - Consideration of Approving Contract for HRIS Solution with EPICOR of Austin, TX in an Amount not-to-exceed \$55,350.00 and \$1,200.00 for Project Control Center Set Up. Human Resources Director Brenda Sutherland reported that a contract for Human Resources Information System (HRIS) would automate the records of all personnel files in the Human Resources Department thereby saving time and money.

Motion by Minton, second by Paulick to approve Resolution #2014-251. Upon roll call vote, all voted aye. Motion adopted.

#2014-252 - Consideration of Approving Contract for Interactive Voice Response and Alertworks Calling Systems with Tele-Works Inc. of Blacksburg, VA in an Amount of \$44,455 and Annual Fees of \$25,675.00. Finance Director Jaye Monter reported that on July 9, 2013 the City Council approved a contract with N. Harris Computer Corporation for a utility billing and customer information system. One component unit not added at the time of the new utility billing system contract was the addition of an Interactive Voice Response (IVR) system which enables the ability to automate inbound and outbound calls with customers. The addition of the Tele-Works Inc. contract would increase the total project cost to \$976,955.00.

Motion by Haase, second by Minton to approve Resolution #2014-252. Upon roll call vote, all voted aye. Motion adopted.

#2014-253 - Consideration of Amendment to Redevelopment Plan for CRA Area 6 located at 620 West State Street. This item was related to the aforementioned Public Hearing. Scott Wilmoski with Supermarket Developers spoke in support.

Motion by Donaldson, second by Nickerson to approve Resolution #2014-253. Upon roll call vote, all voted aye. Motion adopted.

#2014-254 - Consideration of Amendment to Redevelopment Plan for CRA Area 9 located at 2228 N. Webb Road. This item was related to the aforementioned Public Hearing. Mr. Nabity explained the amount of Tax Increment Financing begin requested. Comments were made by Council regarding this being a great plan and the additional service to the community.

Motion by Haase, second by Paulick to approve Resolution #2014-254. Upon roll call vote, all voted aye. Motion adopted.

#2014-255 - Consideration of Approving a Confirmation Resolution Declaring a Portion of the Grand Island Mall located at 2228 N. Webb Road an Enhanced Employment Area Eligible for the Imposition of an Occupation Tax. Regional Planning Director Chad Nabity that the CRA has the authority to designate an area or portion of an area that has been declared blighted and substandard as an Enhanced Employment Area (EEA). The property in the EEA is therefore eligible for the imposition of an occupation tax. The actual decision to impose an occupation tax must be made and approved by the City Council in the form of an ordinance. Since Council must ultimately agree to such a tax it made sense to ask Council to confirm the declaration made by the CRA prior to negotiating the details of any occupation tax with the owner\developer and tenants within the area.

Tim Lowe representing the Staenberg Group from St. Louis, MO spoke in support. Mr. Nabity explained that all tenants in the area must be in agreement to charge the additional tax. He stated the additional tax was needed to help finance the project.

Motion by Haase, second by Gerickje to approve Resolution #2014-255. Upon roll call vote, all voted aye. Motion adopted.

#2014-256 - Consideration of Approving Certificate of Final Completion for Water Main District 458T - Blaine, Schimmer to Wildwood, to Gold Core Road and Setting the Board of Equalization Hearing Date for September 23, 2014. Utilities Director Tim Luchsinger reported that Diamond Engineering Company of Grand Island was awarded the bid for Water Main District 458T to provide municipal water service adjacent to the properties at the Platte Valley Industrial Park East to make the area more attractive for commercial and industrial usage. All construction of the project had been completed and the City Council was requested to approve the Certificate of Final Completion for Water Main District 458T and sit as a Board of Equalization on September 23, 2014 to establish the connection fees for the properties within the district.

Mr. Sivick advised the Council to postpone this item to September 9, 2014 in order for him to assess the costs of the district, form a legal opinion, and put it in writing due to the controversy of this issue. Discussion was held regarding the process of assessing districts. Mr. Sivick stated a large portion of this district was part of a block grant. Mayor Vavricek commented on what would happen if the EDC didn't get the jobs for the CDBG and if that would affect these assessments.

Motion by Gericke, second by Gilbert to approve Resolution #2014-256. Upon roll call vote, all voted aye. Motion adopted.

#2014-257 - Consideration of Approving Certificate of Final Completion and Scheduling the Board of Equalization for Sanitary Sewer District No. 527T – Platte Valley Industrial Park. Public Works Director John Collins reported that Diamond Engineering Company of Grand Island was awarded the bid for Sanitary Sewer District 457T to provide one mile of extended 18” and 15” sanitary sewer service along the length of Wildwood Drive and Schimmer Drive, between Gold Core and Blaine Street at Platte Valley Industrial Park East to make the area more attractive for commercial and industrial usage. All construction of the project had been completed and the City Council was requested to approve the Certificate of Final Completion for Water Main District 457T and sit as a Board of Equalization on September 23, 2014 to establish the connection fees for the properties within the district.

Motion by Haase, second by Donaldson to approve Resolution #2014-257. Upon roll call vote, all voted aye. Motion adopted.

#2014-258 - Consideration of Approving the Semi-Annual Report by the Grand Island Area Economic Development Corporation/Citizens Advisory Review Committee on the Economic Development Program Plan. This item related to the aforementioned Public Hearing.

Motion by Haase, second by Paulick to approve Resolution #2014-258. Upon roll call vote, all voted aye. Motion adopted.

#2014-259 - Consideration of Approving Interlocal Agreement with Hall County Regarding Transit Services. Public Works Director John Collins reported that this agreement would allow Hall County to continue to contract with Senior Citizens Industries, Inc. to provide the same level of transit services within the City of Grand Island as they have in the past. The agreement would also allow the City of Grand Island to provide a payment of \$104,665.00 to Hall County as shown in the proposed 2014-2015 budget in fund 226.

Motion by Minton, second by Mann to approve Resolution #2014-259. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Nickerson to approve the Claims for the period of August 13, 2014 through August 26, 2014, for a total amount of \$6,612,291.73. Unanimously approved.

Discussion Concerning the Proposed Fiscal Year 2014-2015 City of Grand Island and Community Redevelopment Authority (CRA) Budgets. Ms. Monter reviewed the City of Grand Island tax rate history. Comments were made concerning the increase in valuation and the increase in taxes to property owners even at the same tax rate as last year. Mentioned was planning for future projects.

ADJOURN TO EXECUTIVE SESSION: Motion by Gilbert, second by Nickerson to adjourn to Executive Session at 9:49 p.m. for the purpose of a strategy session with respect to negotiations with IBEW and International Association of Firefighters (IAFF – Local 647); strategy session

with respect to a real estate purchase, and strategy session with respect to litigation which is imminent as evidenced by communication or a claim or threat of litigation to or by the public body. Unanimously approved.

RETURN TO REGULAR SESSION: Motion by Gilbert, second by Haase to return to Regular Session at 10:54 p.m. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 10:54 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item G-3

**#2014-260 - Approving Acquisition of Utility Easement - 3133 W.
U.S. Highway 34 - Museum Board of Hall County, Nebraska**

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2014-260

WHEREAS, a public utility easement is required by the City of Grand Island from The Museum Board of Hall County, Nebraska, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on September 9, 2014, for the purpose of discussing the proposed acquisition of a twenty foot wide easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

TRACT 1

Commencing at the Northeast corner of Northwest Quarter (NW1/4) of Section Thirty Two (32), Township Eleven (11) North, Range Nine (9) West, Grand Island, Hall County, Nebraska; thence westerly along the northerly line of the Northwest Quarter (NW1/4) said Section Thirty Two (32), on an assumed bearing of $N90^{\circ}00'00''W$, a distance of two hundred seventy five and fifteen hundredths (275.15) feet; thence $S01^{\circ}00'40''E$, a distance of eighty and twelve hundredths (80.12) feet to a point on the northerly line of Stuhr Museum Subdivision said point being the centerline of an existing easement described in Miscellaneous Book 28, Page 378, recorded in the Register of Deeds Office, Hall County, Nebraska; thence continuing $S01^{\circ}00'40''E$, a distance of four hundred seventy three (473.0) feet; thence $S05^{\circ}53'27''W$, along the centerline line of an existing sixteen (16.0) foot easement as platted on said Stuhr Museum Subdivision, a distance of forty three and forty nine hundredths (43.49) feet; thence continuing along the centerline of said platted easement $S00^{\circ}49'52''W$, a distance of seventy seven and thirty seven hundredths (77.37) feet; thence continuing along the centerline of said platted easement $S06^{\circ}33'55''W$, a distance of five hundred seventy three and ninety three hundredths (573.93) feet; thence continuing along the centerline of said platted easement $S05^{\circ}11'55''W$, a distance of five hundred five and forty four hundredths (505.44) feet; thence continuing along the centerline of said platted easement $S87^{\circ}28'48''W$, a distance of six and eighty four hundredths (6.84) feet; thence continuing along the centerline of said platted easement $S03^{\circ}30'11''W$, a distance of fifty three and ninety eight hundredths (53.98) feet; thence continuing along the centerline of said platted easement $S85^{\circ}39'01''W$, a distance of three hundred fifty seven and nineteen hundredths (357.19) feet; thence continuing along the centerline of said platted easement $N86^{\circ}48'38''W$, a distance of three hundred twenty two and eighty eight hundredths (322.88) feet to the Actual Point of Beginning of Tract One (1); thence $N35^{\circ}52'30''W$, a distance of eighty seven and fifty three hundredths (87.53) feet; thence $N28^{\circ}50'56''W$, a distance of two hundred three and thirty eight hundredths (203.38) feet; thence $N0^{\circ}15'30''W$, a distance of one hundred seventy six and eighty five hundredths (176.85) feet; thence $N87^{\circ}22'19''W$, a distance of one hundred twenty (120.0) feet to a point of termination of said Tract One (1).

Approved as to Form	by _____
September 5, 2014	City Attorney

TRACT 2

Commencing at the Northeast corner of Northwest Quarter (NW1/4) of Section Thirty Two (32), Township Eleven (11) North, Range Nine (9) West, Grand Island, Hall County, Nebraska; thence westerly along the northerly line of the Northwest Quarter (NW1/4) said Section Thirty Two (32), on an assumed bearing of N90°00'00"W, a distance of two hundred seventy five and fifteen hundredths (275.15) feet; thence S01°00'40"E, a distance of eighty and twelve hundredths (80.12) feet to a point on the northerly line of Stuhr Museum Subdivision said point being the centerline of an existing easement described in Miscellaneous Book 28, Page 378, recorded in the Register of Deeds Office, Hall County, Nebraska; thence continuing S01°00'40"E, a distance of four hundred seventy three (473.0) feet; thence S05°53'27"W, along the centerline line of an existing sixteen (16.0) foot easement as platted on said Stuhr Museum Subdivision, a distance of forty three and forty nine hundredths (43.49) feet; thence continuing along the centerline of said platted easement S00°49'52"W, a distance of seventy seven and thirty seven hundredths (77.37) feet; thence continuing along the centerline of said platted easement S06°33'55"W, a distance of five hundred seventy three and ninety three hundredths (573.93) feet; thence continuing along the centerline of said platted easement S05°11'55"W, a distance of five hundred five and forty four hundredths (505.44) feet; thence continuing along the centerline of said platted easement S87°28'48"W, a distance of six and eighty four hundredths (6.84) feet; thence continuing along the centerline of said platted easement S03°30'11"W, a distance of fifty three and ninety eight hundredths (53.98) feet; thence continuing along the centerline of said platted easement S85°39'01"W, a distance of three hundred fifty seven and nineteen hundredths (357.19) feet; thence continuing along the centerline of said platted easement N86°48'38"W, a distance of three hundred thirty six and forty five hundredths (336.45) feet; thence continuing along the centerline of said platted easement S03°03'26"W, a distance of eight nine and ninety nine hundredths (89.99) feet; thence continuing along the centerline of said platted easement S45°34'33"W, a distance of two hundred sixty four and nine hundredths (264.09) feet; thence continuing along the centerline of said platted easement S75°30'59"W, a distance of eighty (80.0) feet to the Actual Point of Beginning of Tract Two (2); thence S77°45'47"W, a distance of one hundred seventy and eighty seven hundredths (170.87) feet; thence N69°38'38"W, a distance of five hundred four and eight hundredths (504.08) feet; thence N88°34'01"W, a distance of four hundred seventeen and forty seven hundredths (417.47) feet; thence N82°16'10"W, a distance of one hundred thirty four and twenty one hundredths (134.21) feet to a point on the westerly line of Lot One (1), said Stuhr Museum Subdivision said point being the point of termination of said Tract Two (2).

The side lines of the above-described easements and right-of-way tracts being extended or trimmed to form intersections, and containing a combined total of 0.833 acres, more or less, as shown on the plat dated 8/18/2014, marked Exhibit "A", attached hereto and incorporated herein by reference,

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

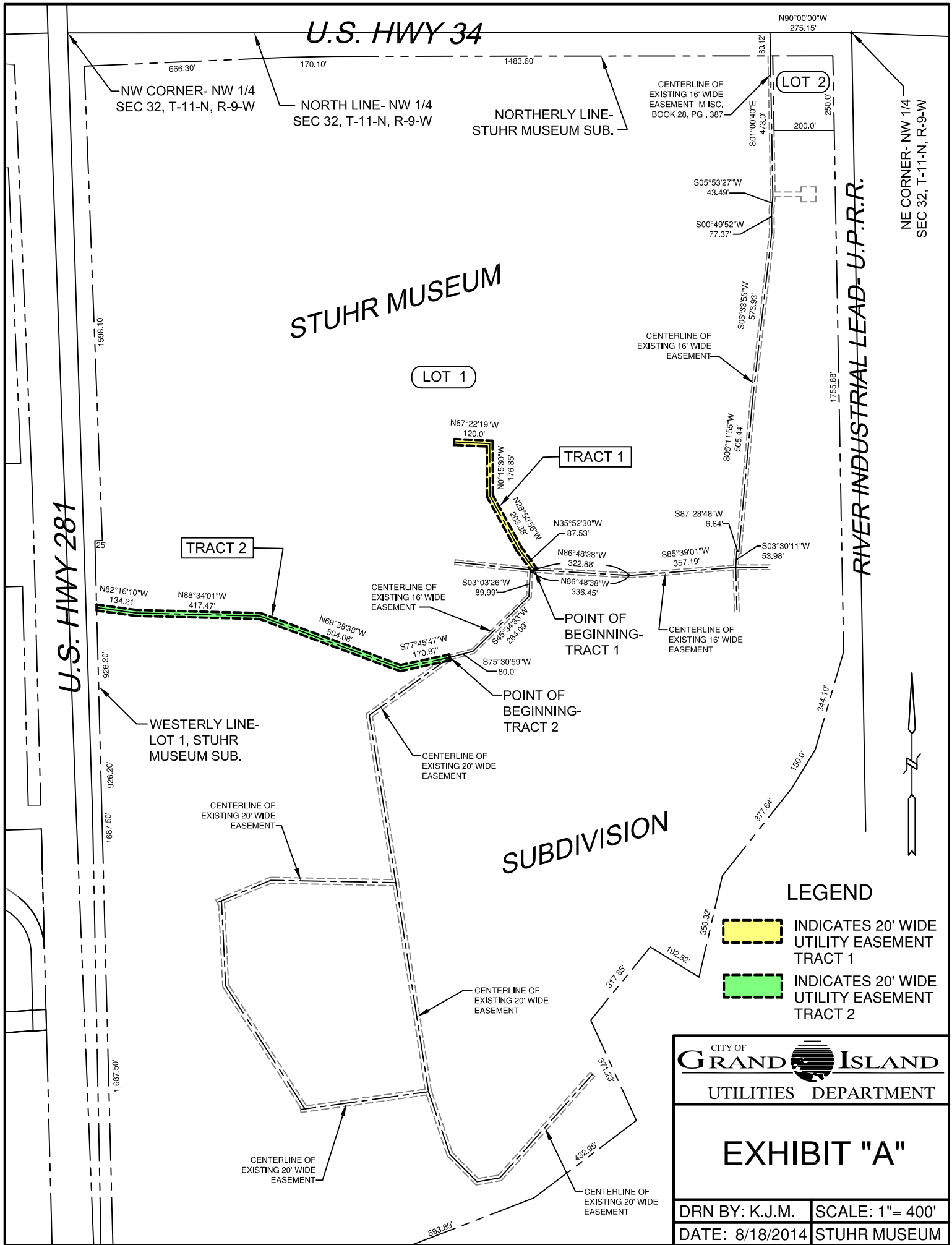
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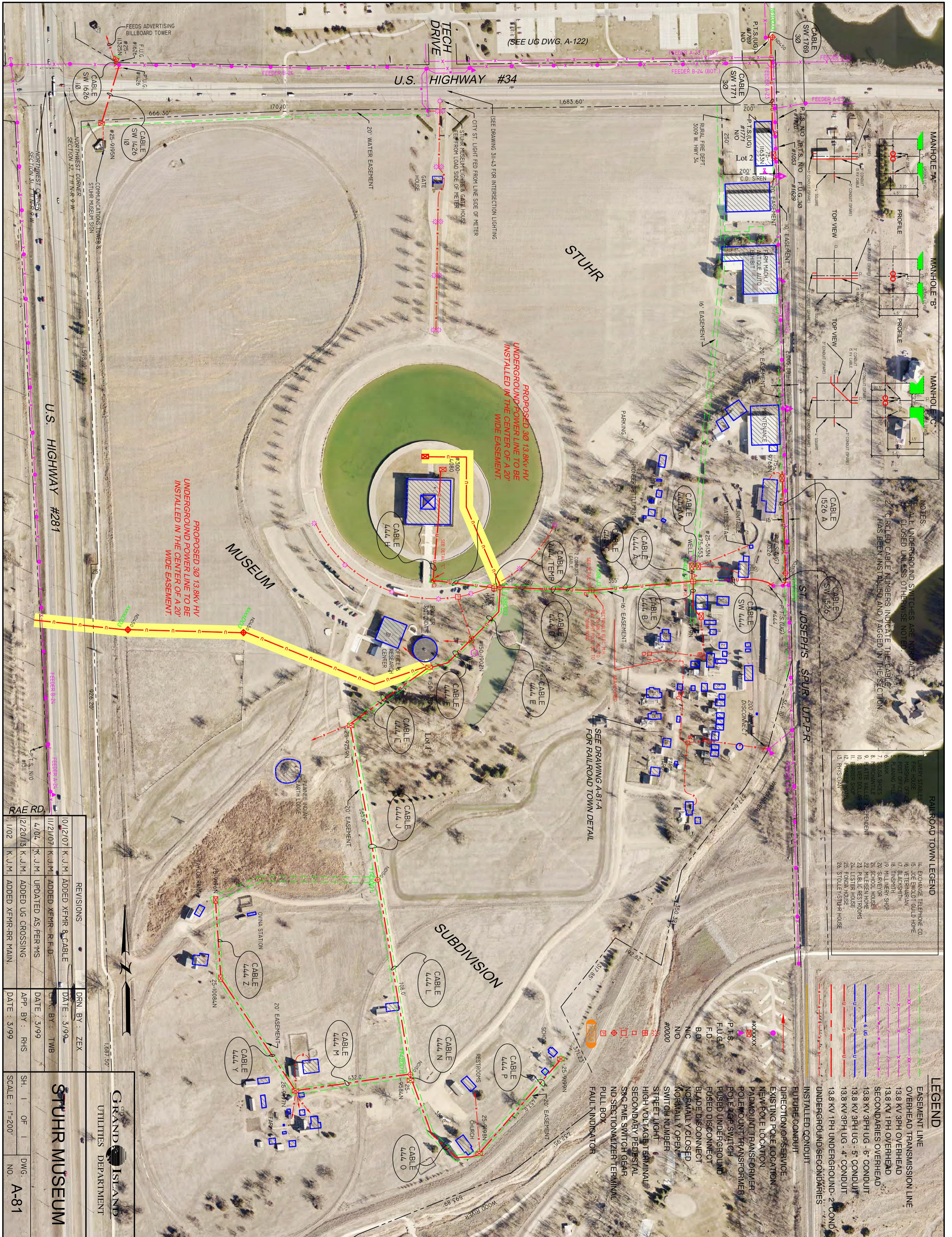
Adopted by the City Council of the City of Grand Island, Nebraska September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk





NOTES:
 1. ALL UNDERGROUND SWITCHES ARE NORMALLY CLOSED UNLESS OTHERWISE NOTED.
 2. CIRCLED CABLE NUMBERS INDICATE THE CABLE HAS BEEN INSTALLED AND TAGGED IN THE SECTION.

RAILROAD TOWN LEGEND

14. EXCHANGE TELEPHONE CO.
15. JOE ENDRIGT GUILD HOME
16. VETERINARIAN
17. BLACKSMITH
18. TINSMITH
19. MILLWREN SHOP
20. SERRVOR
21. SCHOOL HOUSE
22. PUBLIC RESTROOMS
23. LESTER HOUSE
24. FORD HOUSE
25. STOLEY-STUHR HOUSE
26. PHYSICIAN

LEGEND

EASEMENT LINE
OVERHEAD TRANSMISSION LINE
13.8 KV 3PH OVERHEAD
13.8 KV 1PH OVERHEAD
SECONDARIES OVERHEAD
13.8 KV 3PH UG - 6" CONDUIT
13.8 KV 3PH UG - 5" CONDUIT
13.8 KV 3PH UG - 4" CONDUIT
13.8 KV 1PH UNDERGROUND-2" CONDUIT
13.8 KV 1PH UNDERGROUND-2" CONDUIT
INSTALLED CONDUIT
FUTURE CONDUIT
DIRECTION OF SERVICE
EXISTING POLE LOCATION
NEW POLE LOCATION
PADMOUNT TRANSFORMER
POLE MOUNT TRANSFORMER
POLE TOP SWITCH
POSED UNDERGROUND
FUSED DISCONNECT
BLADE DISCONNECT
NORMAL Y CLOSED
KOGMALL Y OPEN
SWITCH NUMBER
STREET LIGHT
HIGH VOLTAGE TERMINAL
SECONDARY PEDestal
SEC PME SWITCH GEAR
ND SECTIONALIZER TERMINAL
PULL BOX
FAULT INDICATOR

PROPOSED 30 13.8KV HV UNDERGROUND POWER LINE TO BE INSTALLED IN THE CENTER OF A 20' WIDE EASEMENT.

PROPOSED 30 13.8KV HV UNDERGROUND POWER LINE TO BE INSTALLED IN THE CENTER OF A 20' WIDE EASEMENT.

SEE DRAWING A-81-A FOR RAILROAD TOWN DETAIL

REVISIONS

10/12/07	K.J.M.	ADDED XFMR & CABLE	DRN. BY : ZEX
11/21/07	K.J.M.	ADDED XFMR-R.F.D.	DATE : 3/99
4/10/11	K.J.M.	UPDATED AS PER MS	CHK. BY : TWB
12/20/13	K.J.M.	ADDED UG CROSSING	DATE : 3/99
1/10/14	K.J.M.	ADDED XFMR-RR MAIN.	APP. BY : RHS
			DATE : 3/99

STUHR MUSEUM

GRAND ISLAND UTILITIES DEPARTMENT

SCALE : 1"=200'

DWG. NO. A-81



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item G-4

**#2014-261 - Approving Acquisition of Utility Easement - 2423 S.
Blaine Street - Moreno**

This item relates to the aforementioned Public Hearing item E-4.

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2014-261

WHEREAS, a public utility easement is required by the City of Grand Island from Cesar M. and Jennifer Moreno, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on September 9, 2014, for the purpose of discussing the proposed acquisition of a five foot wide easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Beginning at the Northwest corner of Lot One (1), Parkview Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska; thence easterly along the northerly line of said Lot One (1) Parkview Fourth Subdivision, and its extension, a distance of one hundred (100.0) feet.

The above-described easement and right-of-way tracts containing a combined total of 0.011 acres, more or less, as shown on the plat dated 8/25/2014, marked Exhibit "A" attached hereto and incorporated herein by reference.

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

- - -

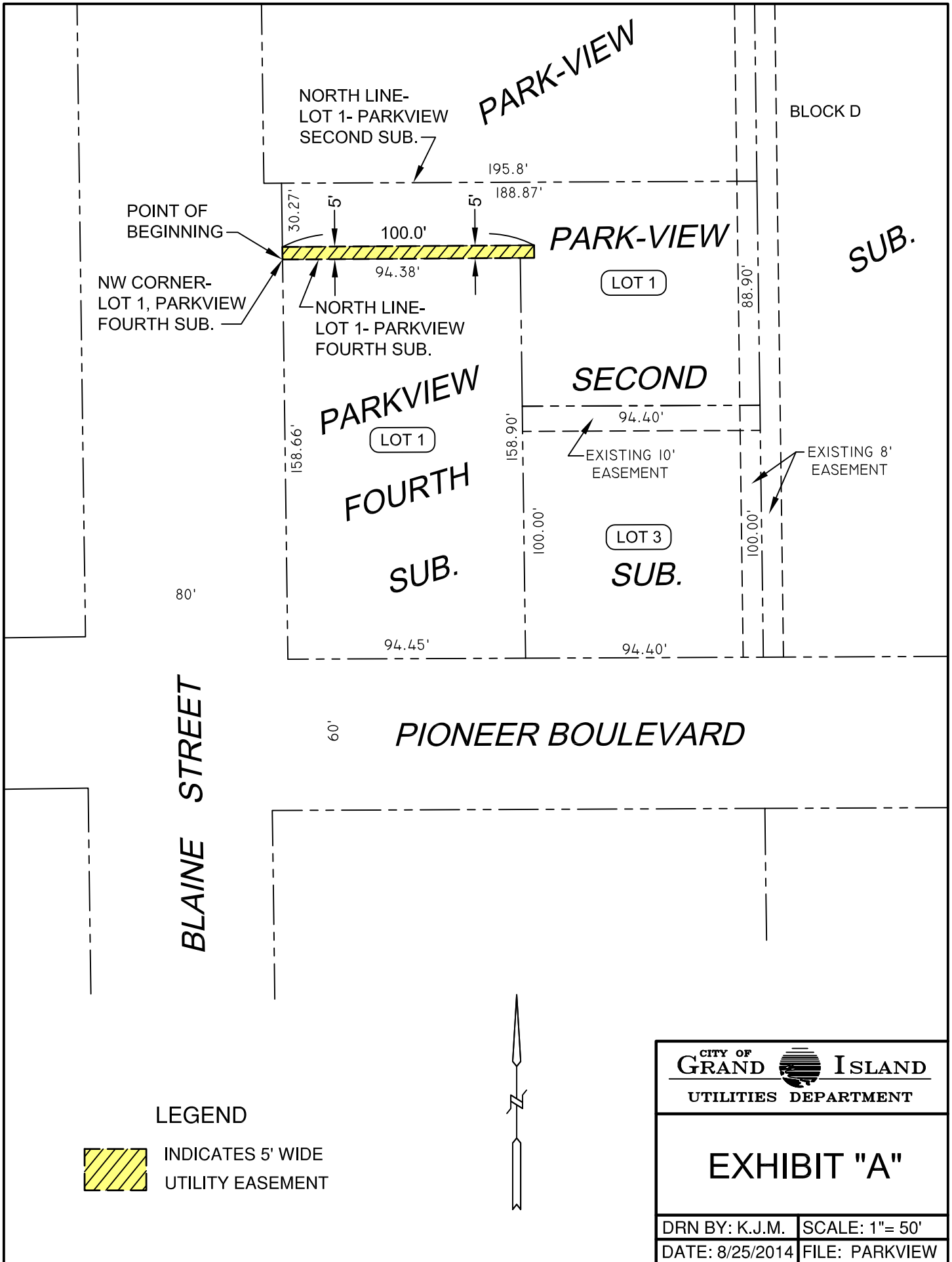
Adopted by the City Council of the City of Grand Island, Nebraska September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
September 5, 2014 ✕ City Attorney





City of Grand Island

Tuesday, September 9, 2014

Council Session

Item G-5

#2014-262 - Approving Acquisition of Utility Easement - West of Blaine Street, and North of Schimmer Drive - Blaine Road, L.L.C. (Glade)

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

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2014-262

WHEREAS, a public utility easement is required by the City of Grand Island from Blaine Road L.L.C., to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on September 9, 2014, for the purpose of discussing the proposed acquisition of a twenty foot wide easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the southeast corner of the Southeast Quarter (SE1/4) Section Thirty Two (32), Township Eleven (11) North, Range Nine (9) West; thence northerly along the easterly line of said Southeast Quarter (SE1/4) on an assumed bearing of N01°06'52"E, a distance of one thousand three hundred twenty eight and ninety three hundredths (1,328.93) feet to the southeast corner of the Northeast Quarter of the Southeast Quarter (NE1/4, SE1/4) said Section Thirty (32); thence N88°28'57"W along the southerly line of a tract of land described in Document 201210324, recorded in the Register of Deeds Office, Hall County, Nebraska, a distance of four hundred twenty six and ninety four hundredths (426.94) feet to the ACTUAL Point of Beginning; thence N7°35'15"E, a distance of two hundred thirty seven (237.0) feet to the point of termination.

The side lines of the above described tract shall be prolonged or shortened as required to terminate on the boundary of Grantor's property and contains a total of 0.11 acres, more or less, as shown on the plat dated 8/26/2014, marked Exhibit "A", attached hereto and incorporated herein by reference,

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

- - -

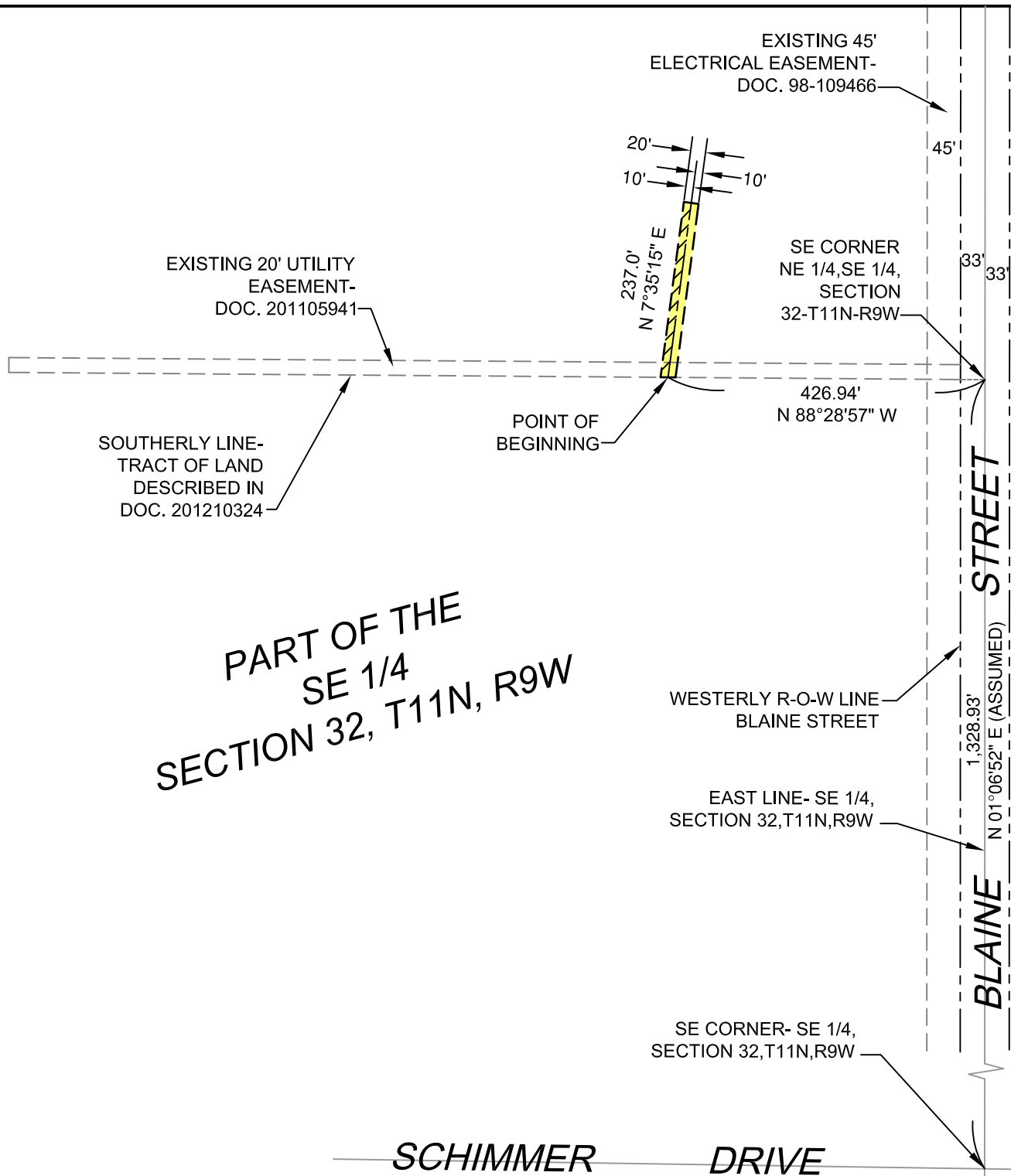
Adopted by the City Council of the City of Grand Island, Nebraska September 9, 2014.


Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 5, 2014	☐ City Attorney



LEGEND
 INDICATES 20' WIDE UTILITY EASEMENT

CITY OF GRAND ISLAND UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: K.J.M.	SCALE: 1"= 200'
DATE: 8/26/2014	FILE: SX 32.11.9



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item G-6

#2014-263 - Approving Acquisition of Utility Easement - 2909 W. Highway 30 - Norton (Healthplex)

This item relates to the aforementioned Public Hearing item E-6.

Staff Contact: Tim Luchsinger, Utilities Director

RESOLUTION 2014-263

WHEREAS, a public utility easement is required by the City of Grand Island from Brian Scott and Lisa J. Norton, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on September 9, 2014, for the purpose of discussing the proposed acquisition of a twenty foot wide easement located in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Beginning at a point on the easterly line of Lot Three (3), Bonsall Subdivision, said point being thirty (30.0) feet south of the northeast corner of Lot Three (3), said Bonsall Subdivision; thence southerly along the easterly line of Lot Three (3), said Bonsall Subdivision, a distance of twenty (20.0) feet; thence westerly and parallel with the northerly line of Lot Three (3), said Bonsall Subdivision, a distance of two hundred (200.0) feet to a point on the westerly line of Lot Three (3), said Bonsall Subdivision; thence northerly along the westerly line of Lot Three (3), said Bonsall Subdivision, a distance of twenty (20.0) feet; thence easterly and parallel with the northerly line of Lot Three (3), said Bonsall Subdivision, a distance of one hundred twenty nine (129.0) feet; thence northerly and parallel with the easterly line of said Bonsall Subdivision, a distance of seventy two (72.0) feet; thence easterly and parallel with the northerly line of Lot Three (3), said Bonsall Subdivision, a distance of twenty (20.0) feet; thence southerly and parallel with the easterly line of said Bonsall Subdivision, a distance of seventy two (72.0) feet; thence easterly and parallel with the northerly line of Lot Three (3), said Bonsall Subdivision a distance of fifty one (51.0) feet to a point on the easterly line of Lot Three (3), said Bonsall Subdivision being the said Point of Beginning.

The above-described easement and right-of-way containing 0.012 acres, more or less, as shown on the plat dated 3/13/2013, marked Exhibit "A" attached hereto and incorporated herein by reference.

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

- - -

Approved as to Form	☐ _____
September 5, 2014	☐ City Attorney

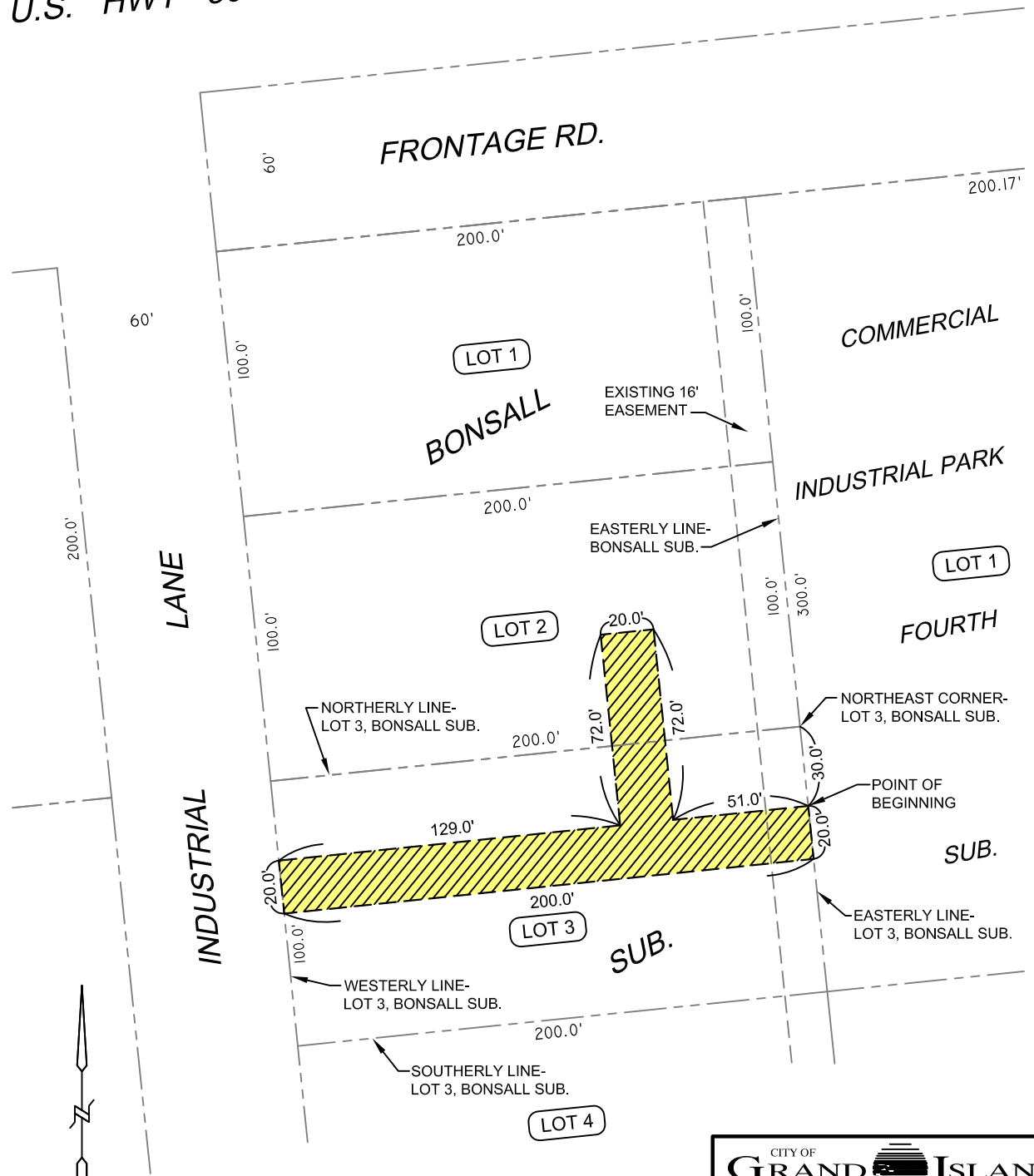
Adopted by the City Council of the City of Grand Island, Nebraska September 9, 2014.

Jay Vavricek, Mayor


Attest:

RaNae Edwards, City Clerk

U.S. HWY 30



LEGEND

 INDICATES 20' WIDE UTILITY EASEMENT

CITY OF GRAND ISLAND UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: K.J.M.	SCALE: 1" = 60'
DATE: 3/13/2013	FILE: BONSALL



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item G-7

#2014-264 - Approving Proposal for Supply and Delivery of Powdered Activated Carbon to Platte Generating Station

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: September 9, 2014

Subject: Supply and Delivery of Powdered Activated Carbon to
Platte Generating Station

Item #'s: G-7

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

Background

The Mercury and Air Toxics Standard regulation compliance project at Platte Generating Station is scheduled to be commissioned in mid-October during the fall outage. The new modifications include a carbon powder injection system that will be used to remove mercury from the flue gas. The construction contractor provided the powdered carbon material design specification required to meet performance guarantees on this new system, and plant staff developed a request for proposals for the purchase from suppliers of this powdered carbon material. A request for proposals was used in this situation as the powdered carbon can vary in quality and in supply and delivery issues.

Discussion

The request for proposal for the Supply and Delivery of Powdered Activated Carbon for Platte Generating Station was publically advertised in accordance with the City's Purchasing Code. Proposals from the following firms were received on August 7, 2014:

Company

Thatcher Company of Montana, Inc., Salt Lake City, UT
Albemarle Corporation, Baton Rouge, LA
ADA Carbon Solutions, Littleton, CO
Calgon Carbon Pittsburgh, PA
Carbonxt, Inc., Gainesville, FL
Cabot Norit Americas, Inc. Marshall, TX

Using a matrix of the Department's established evaluation criteria, which included Company Experience, Personnel Experience, Proposal Responsiveness, Pricing and

Commercial Terms, the proposals were reviewed by the department's division managers. A tabulation of the evaluations factors indicated a consensus for ADA Carbon Solutions. That firm's proposal was ranked #1 by each evaluator.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Proposal for the Supply and Delivery of Powdered Activated Carbon to ADA Carbon Solutions of Littleton, Colorado.

Sample Motion

Move to approve the proposal from ADA Carbon Solutions of Littleton, Colorado, for the Supply and Delivery of Powdered Activated Carbon to Platte Generating Station.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
SUPPLY AND DELIVERY OF POWDERED ACTIVATED CARBON**

RFP DUE DATE: August 7, 2014 at 4:15 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: July 18, 2014

NO. POTENTIAL BIDDERS: 6

SUMMARY OF PROPOSALS RECEIVED

Thatcher Company of Montana, Inc.
Salt Lake City, UT

Albemarle Corporation
Baton Rouge, LA

ADA Carbon Solutions
Littleton, CO

Calgon Carbon
Pittsburgh, PA

Carbonxt, Inc.
Gainesville, FL

Cabot Norit Americas, Inc.
Marshall, TX

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Stacy Nonhoff, Purchasing Agent
Karen Nagel, Utility Secretary

Bob Smith, Assist. Utilities Director
Jaye Monter, Finance Director
Pat Gericke, Utilities Admin. Assist.

P1750

RESOLUTION 2014-264

WHEREAS, the City of Grand Island invited proposals for the Supply and Delivery of Powdered Activated Carbon to the Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

and WHEREAS, on August 7, 2014, proposals were received, opened and reviewed;

WHEREAS, ADA Carbon Solutions of Littleton, Colorado, submitted a proposal in accordance with the terms of the advertisement of the proposal and plans and specifications and all other statutory requirements contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from ADA Carbon Solutions of Littleton, Colorado, for the Supply and Delivery of Powdered Activated Carbon for the Platte Generating Station is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 5, 2014	☐ City Attorney



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item G-8

#2014-265 - Approving Proposal for Supply and Delivery of Pebble Lime to Platte Generating Station

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: September 9, 2014

Subject: Supply and Delivery of Pebble Lime to the Platte
Generating Station

Item #'s: G-8

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

Background

The Mercury and Air Toxics Standard regulation compliance project at Platte Generating Station is scheduled to be commissioned in mid-October during the fall outage. The spray dry absorber system will be used to inject a lime slurry injection into the boiler exhaust gas to remove acid gases from the flue gas. The gas leaving the spray dry absorber system will flow to a baghouse for particulate removal and a booster fan follows the baghouse to return the flue gas to the existing stack. The construction contractor provided the pebble lime material design specification required to meet performance guarantees on this new system, and plant staff developed a request for proposals for the purchase from suppliers of this pebble lime material. A request for proposals was used in this situation as the pebble lime can vary in quality and in supply and delivery issues.

Discussion

The request for proposal for the Supply and Delivery of Pebble Lime for Platte Generating Station was publically advertised in accordance with the City's Purchasing Code. Proposals from the following firms were received on August 7, 2014:

Company

Mississippi Lime, St. Louis, MO
Pete Lien & Sons, Inc., Rapid City, SD
Carause Natural Chemicals, Pittsburgh, PA
Lhoist North America, Denver, CO

Using a matrix of the department's established evaluation criteria, which included Company Experience, Personnel Experience, Proposal Responsiveness, Pricing and

Commercial Terms, the proposals were reviewed by the department's division managers. A tabulation of the evaluation factors indicated a consensus for Mississippi Lime. That firm's proposal was ranked #1 by each evaluator.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Proposal for the Supply and Delivery of Pebble Lime to Mississippi Lime of St. Louis, Missouri.

Sample Motion

Move to approve the proposal from Mississippi Lime of St. Louis, Missouri, for the Supply and Delivery of Pebble Lime to the Platte Generating Station.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
SUPPLY AND DELIVERY OF PEBBLE LIME**

RFP DUE DATE: August 7, 2014 at 4:00 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: July 18, 2014

NO. POTENTIAL BIDDERS: 6

SUMMARY OF PROPOSALS RECEIVED

Mississippi Lime
St. Louis, MO

Pete Lien & Sons, Inc.
Rapid City, SD

Carmeuse Natural Chemicals
Pittsburgh, PA

Lhoist North America
Denver, CO

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Stacy Nonhoff, Purchasing Agent
Karen Nagel, Utility Secretary

Bob Smith, Assist. Utilities Director
Jaye Monter, Finance Director
Pat Gericke, Utilities Admin. Assist.
Darrel Dorsey, PGS Supt.

P1749

RESOLUTION 2014-265

WHEREAS, the City of Grand Island invited proposals for the Supply and Delivery of Pebble Lime to the Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on August 7, 2014, proposals were received, opened and reviewed; and

WHEREAS, Mississippi Lime of St. Louis, Missouri, submitted a proposal in accordance with the terms of the advertisement of the proposal and plans and specifications and all other statutory requirements contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Mississippi Lime of St. Louis, Missouri for the Supply and Delivery of Pebble Lime for the Platte Generating Station is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
September 5, 2014 ☐ City Attorney



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item G-9

**#2014-266 - Approving Bid Award for Steam Generator Boiler
Repair at Platte Generating Station**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: September 9, 2014

Subject: Steam Generator Boiler Repair – Platte Generating Station

Item #'s: G-9

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

Background

Every spring and fall, planned outages are conducted to perform inspections and maintenance on the boiler at Platte Generating Station. The fall of 2014 outage is scheduled for October 1 through October 19, 2014, during which time maintenance on the boiler will be performed. The inspection of the boiler includes inspections, testing and repair of the internal boiler parts such as installing several steam coils, installing test ports on the fuel lines, performing boiler tube wall thickness measurements, installing boiler tube shields, and replacing a steam trap drain line. Plant engineering staff developed specifications to repair the noted deficiencies to be issued for bids.

Discussion

The specifications for the Steam Generator Boiler Repair were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on August 12, 2014. The engineer's estimate for this project was \$200,000.00.

Bidder	Bid Price	T & M	Total
8760 Service Group, LLC Sedalia, MO	\$ 44,294.00	\$ 76,170.00	\$120,464.00
ProEnergy Services, LLC Sedalia, MO	\$ 70,553.00	\$ 58,770.00	\$129,323.00
Hayes Mechanical Omaha, NE	\$ 57,597.00	\$128,395.00	\$185,992.00
Plibrico Company, LLC Omaha, NE	\$ 93,127.00	\$106,829.00	\$199,956.00
Bidder	Bid Price	T & M	Total

TEI Construction Services, Inc. Magnolia, TX	\$173,938.00	\$ 85,500.00	\$259,438.00
Sterling Boiler & Mechanical Inc. Evansville, IN	\$192,354.00	\$ 95,410.00	\$287,764.00
Industry Services Co., Inc. Theodore, AL	\$149,800.00	\$140,000.00	\$289,800.00
Associated Mechanical, Inc. Olathe, KS	\$194,614.00	\$126,214.00	\$322,828.00
Steam Control Systems, Inc. Chattanooga, TN	\$389,128.00	\$109,800.00	\$498,928.00

The bids were reviewed by plant engineering staff. The two lowest bids contained material errors and are non-compliant with the specification. The bid from Hayes Mechanical in the amount of \$185,922.00 was found to be compliant with the specification 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 Steam Generator Boiler Repair to Hayes Mechanical of Omaha, Nebraska, as the low responsive bidder, with the bid in the amount of \$185,922.00.

Sample Motion

Move to approve the bid of \$185,922.00 from Hayes Mechanical for the Steam Generator Boiler Repair at Platte Generating Station.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 12, 2014 at 2:00 p.m.
FOR: Steam Generator Boiler Repair
DEPARTMENT: Utilities
ESTIMATE: \$200,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: July 19, 2014
NO. POTENTIAL BIDDERS: 6

SUMMARY

Bidder:	<u>ProEnergy Services, LLC</u> Sedalia, MO	<u>Plibrico Company LLC</u> Omaha, NE
Bid Security:	Westchester Fire Insurance Co.	Berkley Insurance Co.
Exceptions:	None	None
Bid Price:		
Material:	\$25,465.00	\$ 5,450.00
Labor:	\$45,088.00	\$86,100.00
Sales Tax:	-----	\$ 381.50
Total Bid:	\$70,553.00	\$93,127.00
Not-to-Exceed T&M:	\$58,770.00	\$106,829.00
Bidder:	<u>Steam Control Systems, Inc.</u> Chattanooga, TN	<u>8760 Service Group, LLC</u> Sedalia, MO
Bid Security:	Cincinnati Insurance Co.	International Fidelity Insurance Co.
Exceptions:	None	None
Bid Price:		
Material:	\$138,175.00	\$ 9,970.00
Labor:	\$239,208.00	\$33,626.00
Sales Tax:	\$ 11,745.00	\$ 698.00
Total Bid:	\$389,128.00	\$44,294.00
Not-to-Exceed T&M:	\$109,800.00	\$76,170.00

Bidder:	<u>Industry Services Co., Inc.</u> Theodore, AL	<u>TEI Constructions Services, Inc.</u> Magnolia, TX
Bid Security:	The Ohio Casualty Insurance Co.	Westchester Fire Insurance Co.
Exceptions:	None	Noted
Bid Price:		
Material:	\$ 12,100.00	\$ 7,760.00
Labor:	\$128,000.00	\$163,080.00
Sales Tax:	\$ 9,800.00	\$ 3,098.00
Total Bid:	\$149,800.00	\$173,938.00
Not-to-Exceed T&M:	\$140,000.00	\$ 85,500.00

Bidder:	<u>Associated Mechanical Inc.</u> Olathe, KS	<u>Hayes Mechanical</u> Omaha, NE
Bid Security:	Mid-Continent Casualty Co.	Great American Insurance Company
Exceptions:	None	None
Bid Price:		
Material:	\$ 11,540.00	\$ 4,280.00
Labor:	\$182,266.00	\$52,741.33
Sales Tax:	\$ 808.00	\$ 575.67
Total Bid:	\$194,614.00	\$57,597.00
Not-to-Exceed T&M:	\$126,214.00	\$128,395.00

Bidder:	<u>Sterling Boiler & Mechanical, Inc.</u> Evansville, IN
Bid Security:	Liberty Mutual Insurance Co.
Exceptions:	Noted
Bid Price:	
Material:	\$ 89,235.00
Labor:	\$103,119.00
Sales Tax:	----
Total Bid:	\$192,354.00
Not-to-Exceed T&M:	\$95,410.00

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Stacy Nonhoff, Purchasing Agent
Karen Nagel, Utility Secretary

Bob Smith, Assist. Utilities Director
Jaye Monter, Finance Director
Pat Gericke, Utilities Admin. Assist.
Darrell Dorsey, PGS Supt.

P1753

RESOLUTION 2014-266

WHEREAS, the City of Grand Island invited sealed bids for Steam Generator Boiler Repair at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on August 12, 2014, bids were received, opened and reviewed; and

WHEREAS, Hayes Mechanical of Omaha, 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 \$185,922.00; and

WHEREAS, the bid of Hayes Mechanical, is less than the estimate for Steam Generator Boiler Repair.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Hayes Mechanical of Omaha, Nebraska, in the amount of \$185,922.00, for Steam Generator Boiler Repair, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 5, 2014	☐ City Attorney



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item G-10

**#2014-267 - Approving Bid Award - Insertable Dust Collectors -
Bunkers & Conveyor #5 at Platte Generating Station**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

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

Meeting Date: September 9, 2014

Subject: Insertable Dust Collectors – Bunkers and Conveyor No. 5
Platte Generating Station

Item #'s: G-10

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

Background

Platte Generating Station utilizes a conveyor system to transport coal from the point where train cars unload to the coal storage pile and additional conveyors to the coal storage bunkers. The conveyor system consists of five separate conveyors, a crusher, and four coal storage bunkers.

This project involves installation of local dust collection systems on the four bunkers and conveyor #5 to reduce airborne particles in those locations by removing coal dust from the air produced by coal transfer operations.

Discussion

The specifications for the Insertable Dust Collectors – Bunkers and Conveyor No. 5 were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on August 19, 2014. The engineer's estimate for this project was \$180,000.00.

Bidder	Bid Price	Tax Adjustment	Adjusted Bid Price
Martin Engineering, Neponset, IL	\$ 153,922.00	+\$3,256.13	\$ 157,178.13
8760 Service Group, Sedalia, MO	\$ 354,967.00		\$ 354,967.00

The bids were reviewed by plant engineering staff. The bid from Martin Engineering was adjusted due to a miscalculation in the taxes. It 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 Insertable Dust Collectors-Bunkers and Conveyor No. 5 at Platte Generating Station, to Martin Engineering of Neponset, Illinois, as the low responsive bidder, with the bid in the amount of \$157,178.13.

Sample Motion

Move to approve the bid of \$157,178.13 from Martin Engineering for the Insertable Dust Collectors-Bunkers and Conveyor No. 5.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 19, 2014 at 2:15 p.m.
FOR: Insertable Dust Collectors – Bunkers and Conveyor No. 5
DEPARTMENT: Utilities
ESTIMATE: \$180,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: August 8, 2014
NO. POTENTIAL BIDDERS: 2

SUMMARY

Bidder:	<u>8760 Service Group</u> Sedalia, MO	<u>Martin Engineering</u> Neponset, IL
Bid Security:	International Fidelity Ins. Co.	Cashier's Check
Exceptions:	None	None
Bid Price:		
Material:	\$174,849.00	\$110,559.00
Labor:	\$168,124.00	\$ 38,880.00
Sales Tax:	<u>\$ 11,995.00</u>	<u>\$ 4,483.00</u>
Total Bid:	\$354,967.00	\$153,922.00

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Stacy Nonhoff, Purchasing Agent
Karen Nagel, Utility Secretary

Bob Smith, Assist. Utilities Director
Jaye Monter, Finance Director
Pat Gericke, Utilities Admin. Assist.
Ryan Schmitz, PGS

P1759

RESOLUTION 2014-267

WHEREAS, the City of Grand Island invited sealed bids for Insertable Dust Collectors – Bunkers and Conveyor No. 5 at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on August 19, 2014, bids were received, opened and reviewed; and

WHEREAS, Martin Engineering of Neponset, Illinois, 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 \$157,178.13; and

WHEREAS, the bid of Martin Engineering is less than the estimate for the Insertable Dust Collectors – Bunkers and Conveyor No. 5.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Martin Engineering, in the amount of \$157,178.13, for Insertable Dust Collectors – Bunkers and Conveyor No. 5 at Platte Generating Station, is hereby approved as the lowest responsible bid and that and the Mayor is hereby authorized to, on behalf of the City, execute the contract between the City of Grand Island and Martin Engineering.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
September 5, 2014 ✕ City Attorney



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item G-11

**#2014-268 - Approving Bid Award - Construction of Water Main
District 466T - Airport Road**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: September 9, 2014

Subject: Water Main District 466T – Airport Road

Item #'s: G-11

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main District 466T is part of the Utilities Department's Master Plan to complete the northeast loop of the water system. The construction will extend a 16-inch diameter water main along Airport Road from ¼ mile east of Highway 281 to approximately 500 feet west of Academy Road. The new infrastructure will provide increased capacity to the surrounding area and is the first stage in providing a redundant water supply to the airport area.

Discussion

An advertisement for bids was completed in accordance with City Procurement Codes. Five plan service firms and seven construction companies received copies of the bid documents and plans. Four bids were received and publicly opened at 2:00 p.m. on August 28, 2014.

The bids have been reviewed and evaluated. The bid from HR Bookstrom contains a miscalculation in the extension of the material quantity times the unit price. The correction is shown on the attached spreadsheet – Item D.1.26. The evaluation increases their total bid by \$48.00 for an evaluated total bid of \$994,733.52. The other bids are without errors. Tabulated below is the Evaluated Bid Price from each of the bidders:

Bidder	Bid Security	Exceptions	Evaluated Bid Price
Diamond Engineering Co . Grand Island NE	Universal Surety Co.	None	\$786,191.24
Van Kirk Bros Cont. Sutton NE	Universal Surety Co.	None	\$742,021.40
Bidder	Bid Security	Exceptions	Evaluated Bid Price

General Excavating Lincoln NE	Universal Surety Co.	None	\$1,149,083.96
H.R. Bookstrom Lincoln NE	Universal Surety Co.	None	\$ 994,733.52

Alternatives

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

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

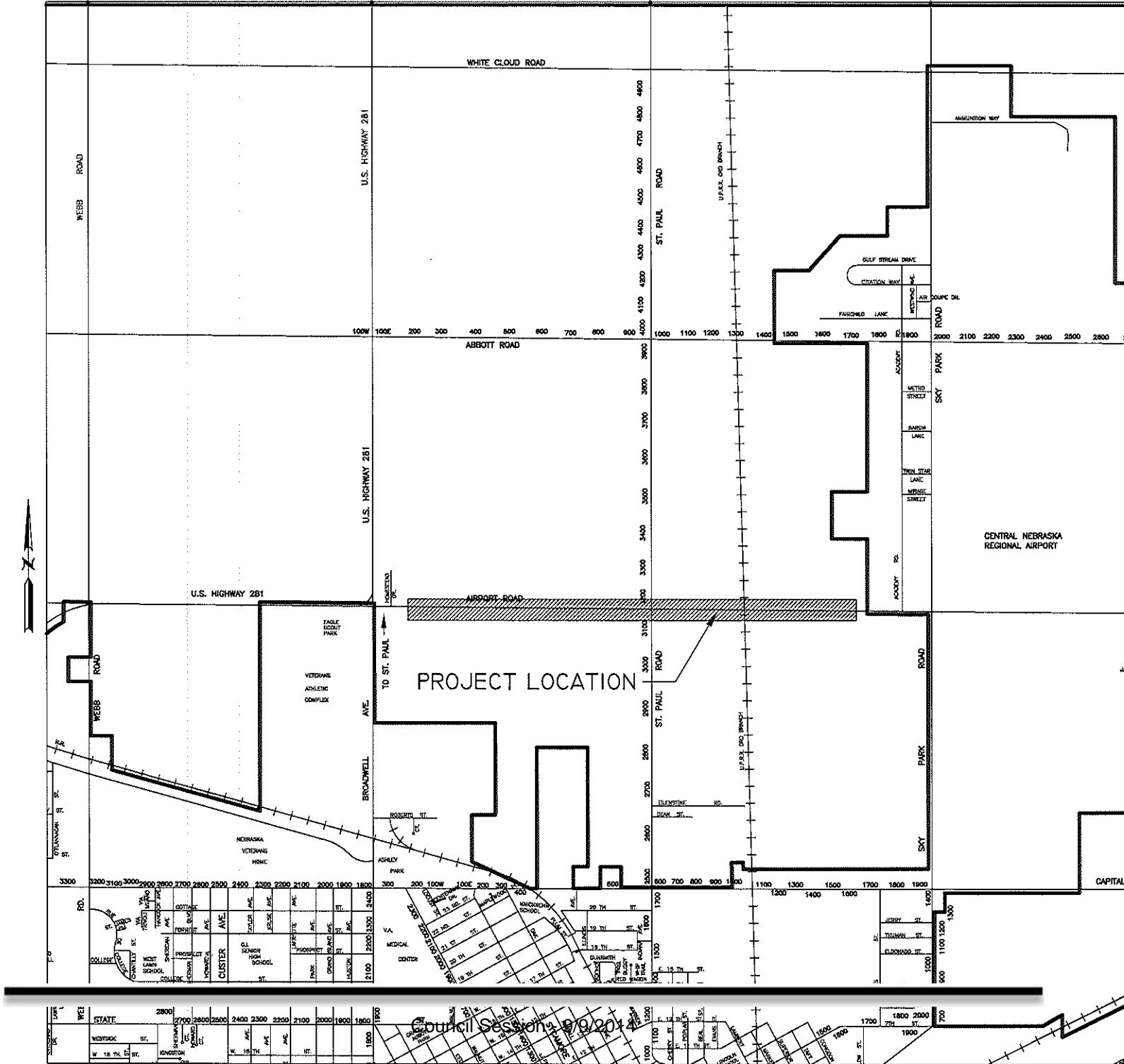
Recommendation

City Administration recommends that the Council award the contract for construction of Water Main District 466T to the lower responsive bidder, Van Kirk Brothers Contracting of Sutton, Nebraska in the amount of \$742,021.40.

Sample Motion

Move to approve the contract for construction of Water Main District 466T to Van Kirk Brothers Contracting in the amount of \$742,021.40.

LOCATION MAP





Stacy Nonhof, Purchasing Agent

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BID OPENING

BID OPENING DATE: August 28, 2014 at 2:00 p.m.
FOR: Water Main District 466T
DEPARTMENT: Utilities
ESTIMATE: \$1,300,000.00
FUND/ACCOUNT: 525
PUBLICATION DATE: August 7, 2014
NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>General Excavating</u> Lincoln, NE	<u>Van Kirk Bros. Contracting</u> Sutton, NE
Bid Security:	Universal Surety Co.	Universal Surety Co.
Exceptions:	None	None
Bid Price:	\$1,149,083.96	\$742,021.40

Bidder:	<u>Diamond Engineering Co.</u> Grand Island NE	<u>H. R. Bookstrom Construction, Inc.</u> Lincoln, NE
Bid Security:	Universal Surety Co.	Universal Surety Co.
Exceptions:	None	None
Bid Price:	\$786,191.24	\$994,685.52

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Stacy Nonhoff, Purchasing Agent
Jamie Royer, Utilities Civil Eng.
Tom Barnes, PCC Eng.

Bob Smith, Assist. Utilities Director
Jaye Monter, Finance Director
Pat Gericke, Utilities Admin. Assist.
Christy Leshner, PCC Utilities Secretary

P1760

RESOLUTION 2014-268

WHEREAS, the City of Grand Island invited sealed bids for Construction of Water Main District 466T, Airport Road, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on August 28, 2014, bids were received, opened and reviewed; and

WHEREAS, Van Kirk Brothers Contracting of Sutton, 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 \$ 742,021.40; and

WHEREAS, the bid of Van Kirk Brothers Contracting, is less than the estimate for Construction of Water Main District 466T, Airport Road.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Van Kirk Brothers Contracting, in the amount of \$742,021.40, for Construction of Water Main District 466T, Airport Road, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 5, 2014	☐ City Attorney



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item G-12

#2014-269 - Approving Renewal of Boiler and Machinery Insurance with FM Global for the Utilities Department

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

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

Meeting: September 9, 2014

Subject: Boiler, Machinery, and Terrorism Insurance Renewal –
Utilities Department

Item #'s: G-12

Presenter(s): Tim Luchsinger, Utilities Director

Background

The Utilities Department Boiler and Machinery Property Peril and Fire insurance expires October 1, 2014. This insurance is specifically designed for Electric Utilities and is readily adaptable to the Water Utility, which is also included in the coverage. The standard policy excludes losses due to acts of terrorism unless the optional Terrorism Insurance is accepted. The Utilities Department's insurance provider, FM Global, provided the attached proposal for renewal of the present coverage.

The complete policy is available in the Utilities office for review, along with a Policy Holder Disclosure form for execution by the City, either accepting or rejecting terrorism coverage. The renewal proposal and proposed policy have been reviewed by the Legal Department.

Discussion

Key provisions included in the proposed renewal are an increase in the insured valuation from \$525,012,331.00, to \$546,640,412.00, a premium increase of \$18,128.00, which results in an annual premium change from \$418,992.00 for the current year to \$436,252.00, for the 2014-2015 year, and a premium increase of \$868.00 for Terrorism Insurance, which results in an annual premium change from \$24,304.00 for the current year to \$25,172.00 for the 2014-2015 year. The proposal also provides for the addition of the \$40,000,000 emission control equipment currently being installed at the Platte Generating Station. This equipment is scheduled to begin operation during the fall plant outage. The annual premium for this coverage is \$26,871, and would be pro-rated based on the actual equipment startup date. Also being offered is a proposal to renew the policy for a second year at the same premium rates adjusted for insurable values. This has not

ever been offered to the Department and is reflective of very favorable claims experience and loss prevention programs.

The increase in insured valuation of assets was reviewed by Department staff and is in line with replacement costs seen in the utility industry, as well as the resulting policy premium increase.

The annual premium to add terrorism coverage is \$25,172.00. The probability that a relatively remote location in the central part of the nation would be targeted for a terrorist attack may be very unlikely, but the determination of a terrorist attack is not clearly defined, such as an attack similar to the Oklahoma City Federal Building. Regardless of the cause, the loss of a high valued asset as the Platte Generating Station must be protected from risk, and the acceptance of Terrorism Insurance is recommended.

The premium for the renewal of the Boiler and Machinery, Property Peril, and Fire coverage is \$461,424.00, which includes Terrorism Insurance, and is recommended by the Utilities Department for approval, as well as the option for the addition of the Platte emission control equipment and the renewal of the policy for the 2015-16 term.

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 renewal of the Utilities Department's Boiler and Machinery, Property and Peril, and Fire Insurance with FM Global, and execution of the Notice of Terrorism Insurance Coverage form to accept that coverage.

Sample Motion

Move to approve acceptance of the FM Global Insurance for the Utilities Department, with authorization to accept the Terrorism Coverage.

Proposal

City of Grand Island
August 12, 2014



Overview

FM Global's sole purpose is to serve our mutual policyholders. At every level of engagement we seek to identify and meet our clients' needs. We know corporate sustainability initiatives continue to develop and the risk management role is critical. FM Global feels loss prevention and control are the cornerstones of a sustainable business model. Along with loss prevention FM Global has a broad state-of-the-art coverage provided in the FM Global Power Gen Advantage policy, a stable insurance program providing large capacity and unparalleled contract certainty. These items combined gives our clients confidence in their risk management strategy.

We feel the policy structure and aligned goals are positioning the renewal to be another smooth process to allow our combined efforts to be focused on risk reduction

Thank you for your business and partnership!

Client Service Plan / Accomplishments

As a result of the continued collaboration there is only one open recommendation and it is dated May 2014.

Field engineering has been assisting with the plans and installation of the emission control equipment to be installed at the Platte Station.

Another Membership Credit was announced in 2014!

A Multi-Year Policy is being offered at this renewal

Insurance

Contract Certainty – FM Global strives to continue to be a leader in contract certainty. Another new resource available is the FM Global Advantage Policy Commentary; available on *MyRisk* to help you better understand the full scope of the FM Global Advantage policy. The commentary takes language directly from the policy and offers simple explanations of the clauses and definitions, plus realistic loss examples. It is structured to make it quick and easy to find a specific term, clause or definition. This is unique in the marketplace, and demonstrates our commitment to policy transparency.

We continue to pride ourselves on ensuring that documentation reflecting our agreements is provided in a timely manner. With agreement to all renewal terms, if an order to bind coverage as outlined herein is confirmed at least five business days prior to renewal, FM Global will guarantee that the Master Policy will be delivered prior to the renewal date.

Additional changes from the current Policy include:

- The state of Nevada will be added to the High Hazard Earth Movement schedule and exclude unnamed locations.
- Provide prior to binding the latest Employers Mutual Companies Policy number – Policy for exclusion
- Name of Insurance Company and Policy Number of Company insuring the builders Risk
- Renewal policy will exclude any builders risk exposures
- 2 year Multi-Year Agreement with clients agreement
- An option to add the \$40,000,000 pollution control equipment after construction completed is included.
- Increasing the policy Limit to \$550,000,000 then to \$590,000,000

Financial Strength and Business Model

Financial Strength and Stability

Despite the tumultuous economy, FM Global maintains a solid balance sheet with ample liquidity to meet policyholder obligations. As of 31 December 2013, Policyholders' Surplus was US \$9.7 billion and Gross Premium in force was US \$5.6 billion.

FM Global's ability to provide stable capacity and meet its obligations to policyholders has been confirmed by major industry rating agencies, principally:

In September 2013 A.M. Best affirmed FM Global's A+ (Superior) financial strength rating and Stable rating outlook, citing FM Global's "excellent level of risk-adjusted capitalization, historically strong operating performance, the benefits gained from its innovative loss prevention process and approach to property conservation", as well as its "market leadership position in the commercial property market".

In October 2013 Fitch Ratings affirmed FM Global's AA (Very Strong) financial strength rating and Stable rating outlook. Fitch views FM Global's engineering capabilities and property loss prevention services as "key advantages that are difficult for competitors to replicate", and believes "this expertise will result in future underwriting results that are consistently better than peers."

Mutual Ownership

As a mutual company, our clients are our owners. Our difference is the ability to absorb and tolerate volatility. The value to our clients is large, stable capacity and the ability to focus on understanding the risk.

Our philosophy as a mutual company is that to meet our customers' needs we must maintain open lines of communication. Through our Board of Directors, Regional Advisory Boards and Risk Management Executive Councils, FM Global senior management receives input from a representation of policyholders. Many positive changes in our operations including the development of new products have been made as a result of these interactions.

As a mutual company, FM Global is able to share our positive results with clients instead of returning money to shareholders. We have been able to deliver this benefit in a number of ways including:

Membership Credits - we have distributed six Membership Credits with a total of nearly US \$2.1 billion returned to our policyholders since 2001.

Expanded Capacity - as our capital grows we have an obligation as a mutual insurer to make available corresponding additional capacity to our clients.

Increased Program Stability - as our capacity expands we are less reliant on facultative reinsurance and therefore certain market conditions.

Membership Credits - we have previously distributed six Membership Credits with a total of nearly US \$2.1 billion returned to our policyholders since 2001. As you know a 2014/15 Membership Credit has been announced. Clients will collectively receive an estimated US\$465 million in premium reduction when they renew their policies between June 30, 2014 and June 29, 2015. This new "membership credit" is the largest FM Global has ever offered its clients and is a result of FM Global's continued financial success due, in large part, to policyholders' diligent property loss prevention efforts. The credit each client will receive will be based on client tenure, with longer-term clients benefiting the most. Approximately 1,900 clients qualify, some of which have been policyholders with FM Global since the late 1800s. Following this credit, FM Global clients will have benefited from approximately US\$3billion in membership credit since the program was introduced in 2001.

For 2013 -2014 a Membership Credit was paid and was applied to your invoice for the 2013 renewal. This amount was \$58,411.

The 2014 – 2015 estimated amount will be; USD 60,782

Schedule of Locations and Values

100% Values

Building	87,648,089
Machinery & Equipment	455,902,323
<u>Stock & Supplies</u>	<u>3,090,000</u>
Total Property	546,640,412

Premium

Overall Summary

Total Insurable Value:

2013	2014	4.12% Increase in Value
USD 525,012,331	USD 546,640,412	

Premium

2013	2014	Flat Rate
USD 418,992 All Risk	USD 436,252 All Risk	
USD 24,304 Terrorism	USD 25,172 Terrorism	<u>3.5% Increase in Rate</u>
USD 443,296 Total	USD 461,424 Total	4.09% Total Increase

\$40,000,000 Equipment addition at Platte Generating Station – Annual Premium - \$26,871

Payment is due upon receipt of invoice or on the date coverage begins, whichever is later. Policies will be subject to cancellation for non-payment of premium bills.

Premium does not include various fees, taxes, surcharges or brokerage commission.

Premium does not include the quote for Certified Terrorism. See the optional Terrorism quote detailed elsewhere.

U. S. Terrorism Terms and Conditions

The Terrorism Risk Insurance Act of 2002 as amended and extended in 2005 and 2007, requires that insurers advise clients, prior to the renewal date of their current policy, of their option to elect or reject terrorism coverage under the act as part of their property renewal policy. It also requires insurers to disclose the cost of such coverage for the policy term. As a brief reminder, the act provides licensed, admitted carriers with a substantial federal reinsurance backstop for terrorism acts that are certified by the Secretary of the Treasury of the United States as covered events (known as certified losses). Generally speaking, the act responds strictly to events that take place within the United States, its protectorates, territories, and possessions.

Attached is the Policyholder Disclosure Notice of Terrorism Insurance Coverage document. **Please note the following important conditions that require your action:**

The Disclosure form must be completed, signed and returned to Patrick Belding prior to the renewal policy effective date of October 1, 2014 indicating your choice to accept or decline certified coverage as part of your renewal policy.

The premium for certified coverage is USD6,276 for the term of October 1, 2014 to December 31, 2014. This premium does not include applicable taxes or surcharges.

On June 26, 2014 you were sent a conditional renewal notice advising you of changes in your renewal policy as respects terrorism coverage for locations in the United States, its territories and possessions and the Commonwealth of Puerto Rico. In conjunction with that notice, the following provides additional details of the terrorism coverage afforded under your renewal policy:

Should TRIA expire, the following post-TRIA policy terms and conditions for terrorism coverage will apply effective the expiration date of TRIA:

- A terrorism sublimit of USD550,000,000 per occurrence will apply to all locations except those in the State of New York.
- The annualized terrorism premium will be USD25,172 and will not change if TRIA expires. However, if TRIA does expire the annualized premium will be considered pro-rated between the portion of the policy term when TRIA coverage was in effect and the remainder of the policy term where post-TRIA terrorism coverage was in effect.
- The terrorism deductible will remain unchanged.
- All other changes to policy terms and conditions are per the conditional renewal notice and the attachments thereto.

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

Date: August 12, 2014

**Insured Name: The City of Grand Island
Account Number: 05249**

Insurer Name: Factory Mutual Insurance Company

The Terrorism Risk Insurance Act of 2002, as amended and expanded in 2005 and 2007, gives you the right as part of your property renewal policy to elect or reject insurance coverage for locations within the United States or any territory or possession of the United States for losses arising out of acts of terrorism, as defined and certified in accordance with the provisions of the act.

YOU SHOULD KNOW THAT COVERAGE FOR LOSSES CAUSED BY ACTS OF TERRORISM WILL BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% OF COVERED TERRORISM LOSSES EXCEEDING A STATUTORILY ESTABLISHED RETENTION BY THE INSURER REFERENCED ABOVE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW.

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE:

UNDER FEDERAL LAW, YOU HAVE THE RIGHT TO ACCEPT OR REJECT THIS OFFER OF COVERAGE FOR TERRORIST ACTS COVERED BY THE ACT AS PART OF YOUR RENEWAL POLICY. IF WE DO NOT RECEIVE THIS SIGNED DISCLOSURE FORM PRIOR TO THE RENEWAL POLICY EFFECTIVE DATE OF October 1, 2014 THEN YOUR RENEWAL POLICY WILL REFLECT YOUR DECISION NOT TO PURCHASE THE TERRORISM COVERAGE PROVIDED BY THE ACT.

_____ I hereby elect to purchase coverage for terrorist acts covered by the act for a pro-rated premium from policy inception through December 31, 2014 of \$6,276 (annual premium of \$25,172. This premium does not include applicable taxes or surcharges.

_____ I hereby reject this offer of coverage for terrorist acts covered by the act.

Policyholder / Applicant Signature

Print Name

Date

SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT

This Endorsement is applicable to all insured Locations in the United States (except in the State of New York), its territories and possessions and the Commonwealth of Puerto Rico.

Coverage for “Certified Act of Terrorism” Under The Terrorism Risk Insurance Act of 2002, as amended.

In consideration of a premium charged of USD6,276 pro rated premium from the Policy's inception date through December 31, 2014 (Annual premium of USD25,172), this Policy, subject to the terms and conditions therein and in this Endorsement, covers direct physical loss or damage to insured property and any resulting TIME ELEMENT loss, as provided in the TIME ELEMENT section of the Policy, caused by or resulting from a Certified Act of Terrorism as defined herein.

It is agreed that the coverage provided by this SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT attached to the Policy shall expire simultaneously with the expiration of the Terrorism Risk Insurance Act of 2002 including its extensions unless the Terrorism Risk Insurance Act of 2002 is further extended without modification by an Act of the United States Congress. In that event, coverage under this SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT will expire on the earliest of the expiration or cancellation date of the Policy to which it is attached or the revised expiration date of the United States Terrorism Risk Insurance Act of 2002 as specified in the provisions of such further extension. It is further agreed that an additional pro-rata premium will be due upon any extension of coverage.

Notwithstanding anything contained elsewhere in this Policy, any exclusion or limitation of terrorism in this Policy and any endorsement attached to and made a part of this Policy, is hereby amended to the effect that such exclusion or limitation does not apply to a “Certified Act of Terrorism” as defined herein. This amendment does not apply to any limit of liability for a Certified Act of Terrorism, if any, stated under the LIMITS OF LIABILITY clause of the DECLARATIONS section of this Policy.

With respect to any one or more Certified Act(s) of Terrorism, this Company will not pay any amounts for which the Company is not responsible under the terms of the Terrorism Risk Insurance Act of 2002 (including subsequent action of Congress pursuant to the Act) which includes a provision stating that if the aggregate insured losses exceed USD100,000,000,000 during any program year, neither the United States Government nor any insurer that has met its insurer deductible shall be liable for the payment of any portion of the amount of such losses that exceed USD100,000,000,000. If the aggregate insured losses for all insurers exceed USD100,000,000,000, your coverage may be reduced.

Proposal

The coverage provided under this Endorsement for “Certified” losses caused by acts of terrorism will be partially reimbursed by the United States Government under a formula established by Federal Law. Under this formula, the United States pays 85% of covered terrorism losses exceeding a statutorily established retention by the insurer referenced in this Policy. The premium charged for this coverage is provided above.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Endorsement or the Policy.

The coverage provided by this Endorsement only applies to a Certified Act of Terrorism.

Reference and Application: The following term(s) means:

Certified Act of Terrorism:

A “Certified Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002 as amended and extended in 2005 and in 2007. The criteria contained in that Act for a “Certified Act of Terrorism” include the following:

- a. The act resulted in aggregate losses in excess of USD5,000,000; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

SUPPLEMENTAL UNITED STATES CERTIFIED ACT OF TERRORISM ENDORSEMENT

This Endorsement is applicable to all insured Locations in the State of New York and remains in effect until December 31, 2014

Coverage for “Certified Act of Terrorism” Under The Terrorism Risk Insurance Act of 2002, as amended.

In consideration of a premium charged of USD6,276 pro rated premium from the Policy's inception date through December 31, 2014 (Annual premium of USD25,172), this Policy, subject to the terms and conditions therein and in this Endorsement, covers direct physical loss or damage to insured property and any resulting TIME ELEMENT loss, as provided in the TIME ELEMENT section of the Policy, caused by or resulting from a Certified Act of Terrorism as defined herein.

Notwithstanding anything contained elsewhere in this Policy, any exclusion or limitation of terrorism in this Policy and any endorsement attached to and made a part of this Policy, is hereby amended to the effect that such exclusion or limitation does not apply to a “Certified Act of Terrorism” as defined herein. This amendment does not apply to any limit of liability for a Certified Act of Terrorism, if any, stated under the LIMITS OF LIABILITY clause of the DECLARATIONS section of this Policy.

With respect to any one or more Certified Act(s) of Terrorism, this Company will not pay any amounts for which the Company is not responsible under the terms of the Terrorism Risk Insurance Act of 2002 (including subsequent action of Congress pursuant to the Act) which includes a provision stating that if the aggregate insured losses exceed USD100,000,000,000 during any program year, neither the United States Government nor any insurer that has met its insurer deductible shall be liable for the payment of any portion of the amount of such losses that exceed USD100,000,000,000. If the aggregate insured losses for all insurers exceed USD100,000,000,000, your coverage may be reduced.

The coverage provided under this Endorsement for “Certified” losses caused by acts of terrorism will be partially reimbursed by the United States Government under a formula established by Federal Law. Under this formula, the United States pays 85% of covered terrorism losses exceeding a statutorily established retention by the insurer referenced in this Policy. The premium charged for this coverage is provided above.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Endorsement or the Policy.

The coverage provided by this Endorsement only applies to a Certified Act of Terrorism.

Proposal



Reference and Application: The following term(s) means:

Certified Act of Terrorism:

A "Certified Act of Terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002 as amended and extended in 2005 and in 2007. The criteria contained in that Act for a "Certified Act of Terrorism" include the following:

- a. The act resulted in aggregate losses in excess of USD5,000,000; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

RESOLUTION 2014-269

WHEREAS, the City's Utility Department subscribes to insurance for boiler and machinery, property, peril and fire coverage; and

WHEREAS, the boiler and machinery, property, peril and fire coverage insurance term expires October 1, 2013; and

WHEREAS, the insurance of electric and water utilities facilities is a specialized market with a limited number of potential providers; and

WHEREAS, valuation adjustments resulted in an increased total insured value of property from the present amount of \$525,012,331.00 to \$546,640,412.00; and

WHEREAS, a proposal to renew insurance for the 2014 – 2015 fiscal year was received from the current provider, Factory Mutual Insurance Company of St. Louis, Missouri, for a renewal premium of \$461,424.00, including the terrorism coverage; and

WHEREAS, the City has opted to accept the optional Terrorism Insurance Coverage; and

WHEREAS, the insurance provider requires that the City either accept or reject Terrorism Insurance Coverage by executing the form provided; and

WHEREAS, the Factory Mutual proposal includes an option to include the emission control equipment being installed at the Platte Generating Station valued at \$40,000,000 for an annual premium of \$26,871, pro-rated on the actual startup date; and

WHEREAS, the Factory Mutual proposal includes an option to renew the policy for a second year at the same premium rate subject to the policy valuation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Factory Mutual Insurance Company of St. Louis, Missouri, with premium in the amount of \$436,252.00, to execute the form to accept Terrorism Insurance Coverage, with a premium in the amount of \$25,172.00, for a total of \$461,424.00, the option to include the emission control equipment for an annual premium of \$26,871, and the option to include the renewal of the policy for a second year at the same premium rate subject to the policy valuation, is hereby approved .

- - -

Approved as to Form	☐ _____
September 5, 2014	☐ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item G-13

#2014-270 - Approving Certificate of Final Completion - Water Main Project 2014-W-1 (3rd & Garfield Streets at the Union Pacific Railroad Tracks)

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: September 9, 2014

Subject: Certificate of Final Completion – Water Main Project
2014-W-1 - 3rd & Garfield Streets

Item #'s: G-13

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Utilities Department has an ongoing program to replace the old water mains that cross under the Union Pacific Railroad throughout the center of town. These mains were installed without protective casings and are in excess of 80 years old.

The latest project to be completed is Water Main Project 2014-W-1. It was authorized by Council for replacement of the water main under the UPRR at Garfield Avenue. The construction replaced the old direct buried line with a new 10-inch diameter ductile-iron water main inside a 20-inch diameter protective steel casing. The work also extended the water main in 3rd Street, one block to the west, thereby providing municipal service to four commercial properties.

A site map of the area is attached for reference.

Discussion

The project has been completed by The Diamond Engineering Company, of Grand Island, Nebraska. All work was done in accordance with the terms and conditions of the contract documents and plans. Their final contract amount for the work was \$151,769.95.

Alternatives

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

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

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

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Water Main Project 2014-W-1, Garfield Avenue at the Union Pacific Railroad tracks.

Sample Motion

Move to approve the Certificate of Final Completion for Water Main Project 2014-W-1, Garfield Avenue at the Union Pacific Railroad tracks.



ENGINEER'S CERTIFICATE OF FINAL COMPLETION

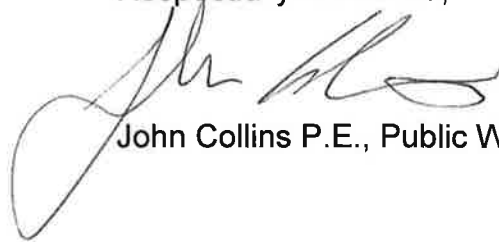
WATER MAIN PROJECT 2014-W-1

September 9, 2014

Water Project 2014-W-1, is located under the Union Pacific Railroad tracks at Garfield Avenue, in the City of Grand Island, Nebraska.

The work on the project, as certified to be fully completed by Timothy Luchsinger, Utilities Director, is hereby accepted for the City of Grand Island, by me as Public Works Director in accordance with the provision on Section 6-650, R.R.S., 1943.

Respectfully submitted,



John Collins P.E., Public Works Director

WATER MAIN PROJECT 2014-W-1

September 9, 2014

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

I hereby recommend that the Engineer's Certificate of Final Completion for Water Main Project 2014-W-1 be approved.

Respectfully submitted,

Jay Vavricek, Mayor

RESOLUTION 2014-270

WHEREAS, the Utilities Engineer and the Public Works Director have issued a Certificate of Final Completion for Water Main Project 2014-W-1 commencing at the 3rd Street and Garfield Avenue intersection and extending northerly under the Union Pacific Railroad tracks to the Carey Street and Old Lincoln Highway intersection; and within 3rd Street from Garfield Avenue, westerly for 344 linear feet, in the City of Grand Island, Nebraska, certifying that The Diamond Engineering Company of Grand Island, Nebraska has completed such project according to the terms, conditions, and stipulations of the contract, plans and specifications for such improvements; and

WHEREAS, the Public Works Director recommends the acceptance of the Engineer's certificate of final completion; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Water Main Project 2014-W-1 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 5, 2014	☐ City Attorney



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item G-14

#2014-271 - Approving Acquisition of Public Utility Easement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (U.S. Department of Veterans Affairs)

This item relates to the aforementioned Public Hearing item E-7.

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

RESOLUTION 2014-271

WHEREAS, a public utility easement is required by the City of Grand Island, from an affected property owner for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4, described as follows:

Owner	Legal	Total
U.S. Department of Veterans Affairs	THE NORTH 40.00 FEET OF LOT ONE (1), HOME SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 17,105 SQUARE FEET OR 0.393 ACRES MORE OR LESS.	\$0.00
		\$0.00

WHEREAS, an agreement for the public utility easement has been reviewed and approved by the City Legal Department.

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

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, September 9, 2014.

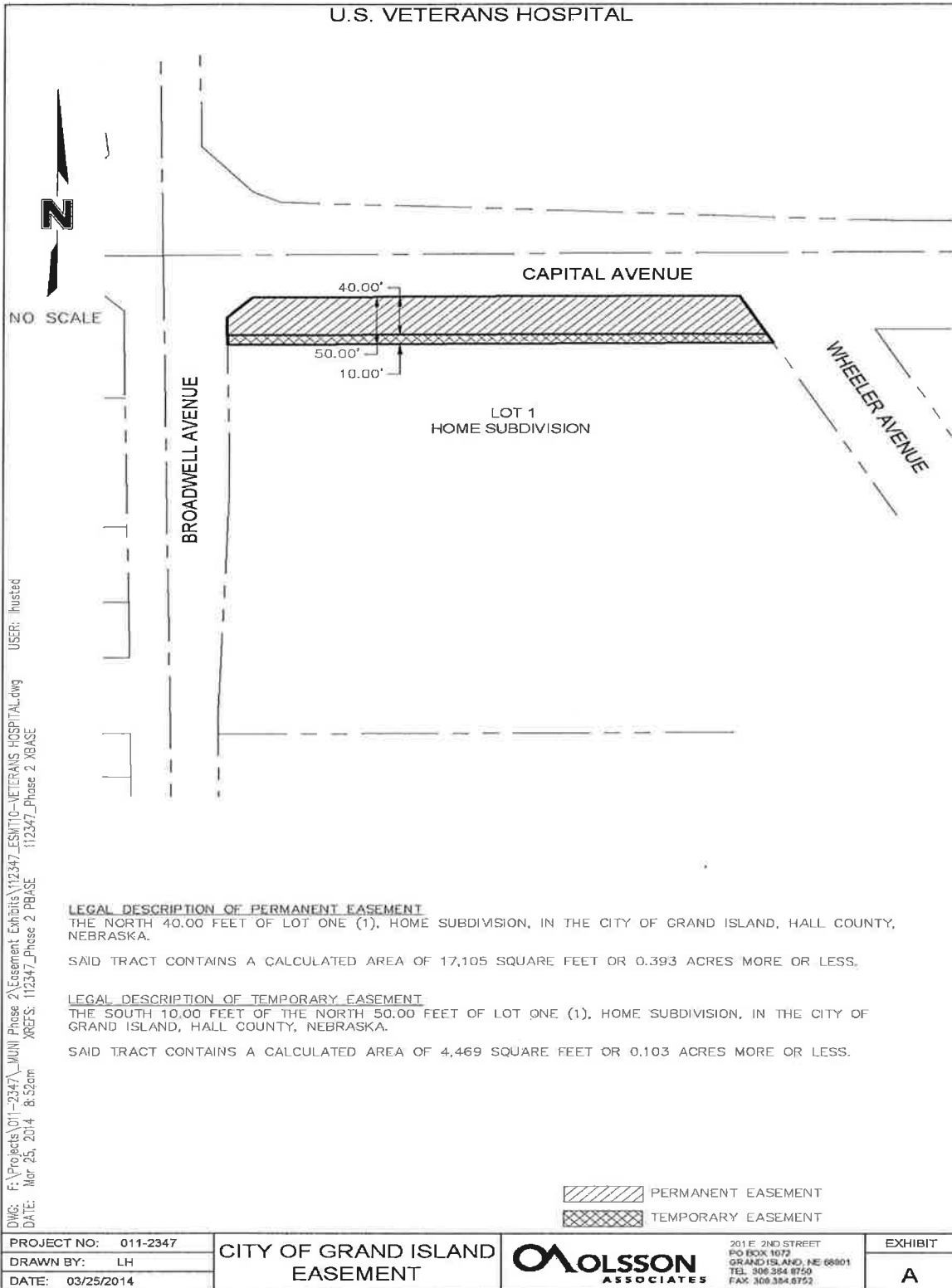
Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____ September 5, 2014 ✕ City Attorney

EXHIBIT B PROPERTY MAP





City of Grand Island

Tuesday, September 9, 2014

Council Session

Item G-15

#2014-272 - Approving Acquisition of Drainage Easement in Section 12, Township 11 North, Range 10 (Blender, LLC – 3812 W 13th St)

This item relates to the aforementioned Public Hearing item E-8.

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

RESOLUTION 2014-272

WHEREAS, a drainage easement is required by the City of Grand Island, from Blender, LLC in the East Half (E ½) of the Southwest Quarter (SW ¼) of Section Twelve (12), Township Eleven (11) North, Range Ten (10) West of the Sixth Principal Meridian, Hall County, Nebraska and more particularly described as follows:

THE NORTH TEN (10.00) FEET OF THE SOUTH FORTY-THREE (43.00) FEET OF THE EAST HALF (E ½) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA, EXCEPTING THEREFROM A TRACT OF LAND MORE PARTICULARLY DESCRIBED IN DEED BOOK 150 – PAGE 349 IN THE REGISTER OF DEEDS OFFICE, HALL COUNTY, NEBRASKA.

WHEREAS, an Agreement for the drainage easement has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the drainage easement on the above described tract of land.

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

- - -

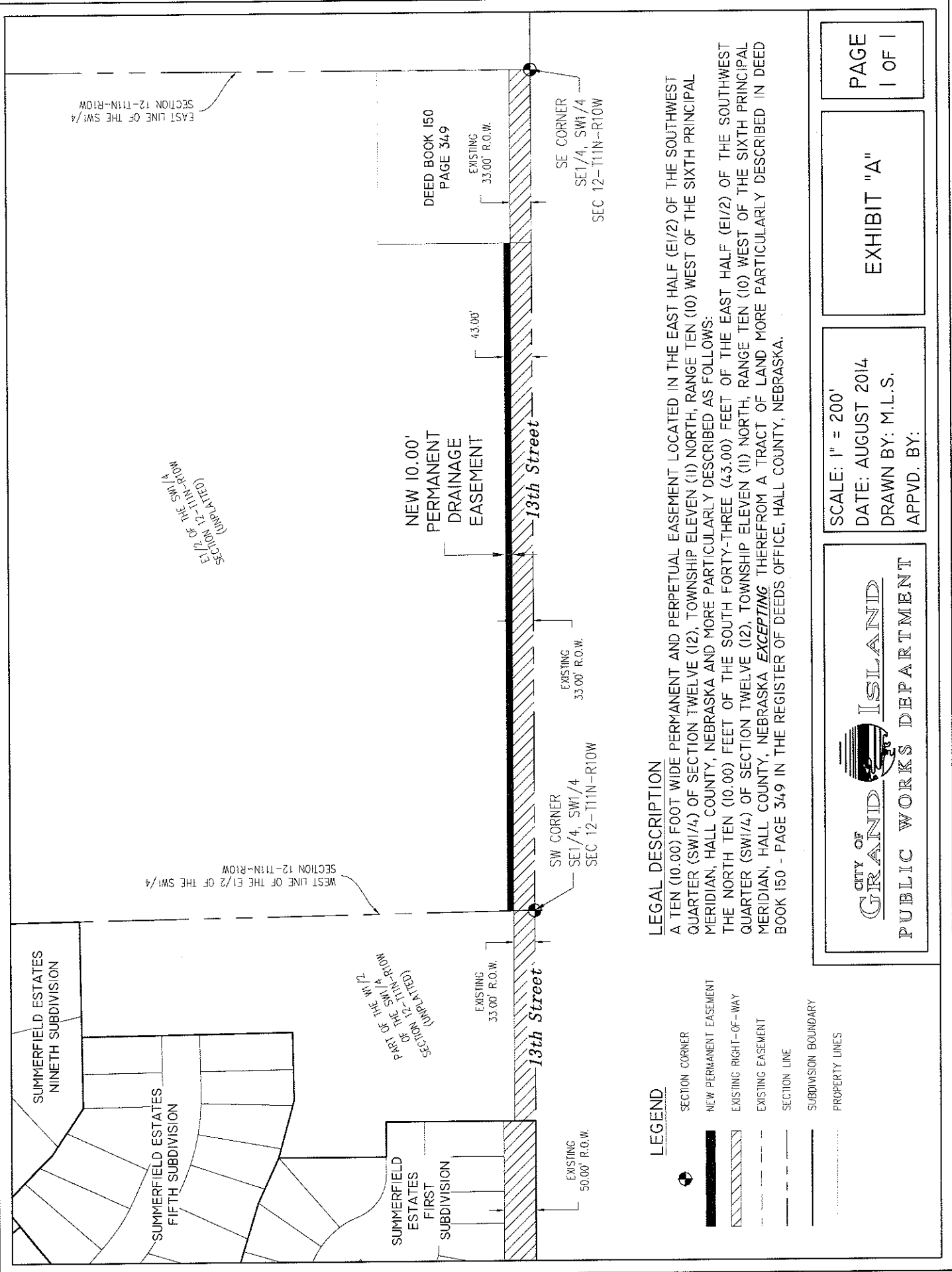
Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 5, 2014	☐ City Attorney



LEGAL DESCRIPTION

A TEN (10.00) FOOT WIDE PERMANENT AND PERPETUAL EASEMENT LOCATED IN THE EAST HALF (E1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 THE NORTH TEN (10.00) FEET OF THE SOUTH FORTY-THREE (43.00) FEET OF THE EAST HALF (E1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE SIXTH PRINCIPAL MERIDIAN, HALL COUNTY, NEBRASKA *EXCEPTING* THEREFROM A TRACT OF LAND MORE PARTICULARLY DESCRIBED IN DEED BOOK 150 - PAGE 349 IN THE REGISTER OF DEEDS OFFICE, HALL COUNTY, NEBRASKA.

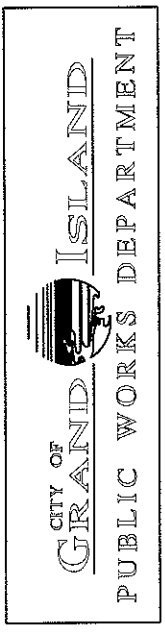
LEGEND

- SECTION CORNER
- NEW PERMANENT EASEMENT
- EXISTING RIGHT-OF-WAY
- EXISTING EASEMENT
- SECTION LINE
- SUBDIVISION BOUNDARY
- PROPERTY LINES

PAGE
1 OF 1

EXHIBIT "A"

SCALE: 1" = 200'
 DATE: AUGUST 2014
 DRAWN BY: M.L.S.
 APPVD. BY:





City of Grand Island

Tuesday, September 9, 2014

Council Session

Item G-16

#2014-273 - Approving Authorizing Clean Water State Revolving Fund (CWSRF) Loans

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Plant Engineer

Meeting: September 9, 2014

Subject: Consideration of Authorizing Clean Water State Revolving Fund (CWSRF) Loans

Item #'s: G-16

Presenter(s): John Collins PE, Public Works Director

Background

On June 10, 2014, a public hearing was held and resolution 2014-162 was approved by Council in support of receiving up to \$40,000,000 in Clean Water State Revolving Fund (CWSRF) loans administered by the Nebraska Department of Environmental Quality (NDEQ) to continue Sanitary Sewer Collection System and Wastewater Treatment Plant Improvement.

As presented at the public hearing, CWSRF loan terms will provide repayment of principal and interest beginning 3 years following the award of each loan or at initiation of each project, whichever is sooner. Interest rates will range from 2 ¼% for green projects - 2 1/2% for non-green projects. These rates include a 1% administration fee.

As discussed at the meeting on June 10, 2014, it is possible to advance the project schedule to complete projects sooner than originally expected with the financing plan presented. Lift Stations are high cost items that increase the creation of damaging chemicals such as hydrogen sulfide (the chemical primarily responsible for shortening the life of the Northeast Interceptor by more than 30%). The new Headworks and Phases 1 and 2 of the North Interceptor allow 8 lift stations to be abandoned. Accelerating construction could allow an additional 3 lift stations to be abandoned, saving operating costs and extending the life of the new infrastructure.

The two (2) CWSRF loans with NDEQ will be a parity obligation with the City's outstanding 2013 Sewer Revenue Bonds issued on September 17, 2013 in the principal amount of \$35,430,000, which is currently the only outstanding debt payable from revenues of the City's wastewater system.

This additional financing will be within the constraints of the rate study provided by Black and Veatch in September of 2013 approved by Council.

On June 10, 2014 City Council approved Resolution No. 2014-162, which authorized a maximum principal amount of debt expected to be issued for Sanitary Sewer Collection System and Wastewater Treatment Plant Improvements at \$74,275,000, with debt expected to include up to \$40,000,000 in principal amount of loan funds from the Clean Water State Revolving Loan Fund program.

Ordinance No. 9493 was approved by City Council on July 29, 2014 giving formal approval to the NDEQ borrowing in a principal amount of up to \$40,000,000. Subsequently, each loan document with NDEQ will be presented for approval by Council resolution.

Discussion

The request at this time is to enter into two (2) loan contracts with the Nebraska Department of Environmental Quality (NDEQ) for a total amount of \$7,000,000.00.

- Loan No. 1 – Project No. C317867 – Non-Green Projects
 - Loan Amount = \$6,000,000.00
 - Interest Rate = 2.50%
 - Term = 20 years

- Loan No. 2 – Project No. C317981 – Green Projects
 - Loan Amount = \$1,000,000.00
 - Interest Rate = 2.25%
 - Term = 20 years

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 execution of the loan contracts for a total amount of \$7,000,000.00 with Nebraska Department of Environmental Quality (NDEQ) for Sanitary Sewer Collection System and Wastewater Treatment Plant Improvements.

Sample Motion

Move to approve the resolution.

LOAN CONTRACT
(Governmental Borrower)

Between

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

and

CITY OF GRAND ISLAND, NEBRASKA

NDEQ Project No. C317867

DATED AS OF _____, 2014

LOAN CONTRACT
BETWEEN THE
NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY
AND
THE CITY OF GRAND ISLAND, NEBRASKA
PROJECT NO. C317867

This Loan Contract No. C317867 (hereinafter "Loan Contract"), is entered into by and between the State of Nebraska, acting by and through the Nebraska Department of Environmental Quality (hereinafter "NDEQ") and the City of Grand Island, Nebraska, (hereinafter "Municipality").

WITNESSETH THAT

WHEREAS, the Federal Water Quality Act of 1987 (hereinafter "Federal Act") established a state revolving fund program; and

WHEREAS, to fund the state revolving fund program, the Environmental Protection Agency (hereinafter "EPA") will make annual capitalization grants to the states under CFDA #66.458 (Capitalization Grants for State Revolving Fund), on the condition that each state provide an appropriate match for such state's revolving fund; and

WHEREAS, Neb. Rev. Stat. §81-15,153 empowers the NDEQ to loan available funds in the Wastewater Treatment Facilities Construction Loan Fund (hereinafter "Fund") to municipalities pursuant to the Wastewater Treatment Facilities Construction Assistance Act (hereinafter "Act") and rules and regulations adopted under such Act; and

WHEREAS, under the Act, the Director of NDEQ is given the responsibility for administration and management of the Fund; and

WHEREAS, the Director of NDEQ and the Nebraska Investment Finance Authority (hereinafter "NIFA") have entered into a Memorandum of Understanding effective November 1, 2000 (hereinafter "MOU"), to define the cooperative relationship between NDEQ and NIFA to jointly administer certain provisions of the Act; and

WHEREAS, the NIFA is authorized under Neb. Rev. Stat. §58-201 et. seq. and the Act to issue revenue bonds for the purpose of providing funds for NDEQ to loan to Municipalities within the State of Nebraska for the acquisition, construction, improvement, repair, rehabilitation, or extension of municipal wastewater treatment projects (as defined in the Act), in order to provide the state match requirements of the Federal Act; and

WHEREAS, pursuant to such authorization, NIFA proposes to issue its Wastewater Treatment Facilities Construction Loan Fund revenue bonds for the purpose of providing funds to NDEQ to loan to Nebraska Municipalities to pay those eligible portions of the costs of acquiring, constructing, improving, repairing, rehabilitating or extending municipal wastewater treatment projects (as defined in the Act), in order to provide the state match requirements of the Federal Act; and

WHEREAS, NDEQ intends to enter into a pledge agreement with NIFA (the "Pledge Agreement"), pursuant to which NDEQ will pledge the interest portion of Loan Repayments (as defined herein) and certain other revenues to NIFA for the payment of the principal of, redemption premium, if any, and interest on Clean Water State Revolving Fund Revenue Bonds which may be issued by NIFA from time to time; and

WHEREAS, the City of Grand Island, Nebraska is a "Municipality" as defined in Neb. Rev. Stat. §81-15,149(7); and

WHEREAS, the project (hereinafter "Project") to be financed under this Loan Contract includes the construction of sanitary sewer collection system improvement projects associated with the Wildwood Industrial Subdivision, South 281/Tap District and South 281 Sewer Improvement District (SID).

WHEREAS, the Project Cost is based upon estimates of the Municipality and at times during or at completion of construction the loan amount may be adjusted by the NDEQ pursuant to Section 2.01; and

WHEREAS, the Project is included in the NDEQ Intended Use Plan; and

WHEREAS, the NDEQ has approved the Municipality's application for a Loan from federal funds and the state match requirement if and when received by and made available to NDEQ pursuant to the Federal Act and the Act to finance Project Costs;

NOW, THEREFORE, for and in consideration of the award of the Loan Contract by NDEQ, the Municipality agrees to complete its Project and to perform under this Loan Contract in accordance with the conditions, covenants and procedures set forth below:

ARTICLE I

DEFINITIONS

Definitions. The following terms as used in this Loan Contract shall, unless the context clearly requires otherwise, have the following meanings:

"Act" means the Wastewater Treatment Facilities Construction Assistance Act, Neb. Rev. Stat. §81-15,147 et seq., as amended.

"Authorized Representative" means the person or persons authorized pursuant to a resolution or ordinance of the governing body of the Municipality to perform any act or execute any document relating to this Loan Contract.

"Cut-off Date" means the date established by NDEQ at the Project's final inspection prior to which the Municipality will make the final disbursement request for eligible Project Costs.

"Due Date" means the dates specified for payment of principal and interest on the Loan as specified in Section 2.05.

"Event of Default" means any occurrence or event specified in Article V.

"Fund" means the Wastewater Treatment Facilities Construction Loan Fund.

"Initiation of Operation" means the date on which the Municipality places the Project in operation or the Project is capable of being placed in operation for the purposes for which it was planned, designed, and built.

"Late Payment" means any payment that is not received within fifteen days of the due date.

"Loan" means the loan made by NDEQ to the Municipality to finance or refinance a portion of the Costs of the Project pursuant to this Loan Contract.

"Loan Amount" means the amount specified in Section 2.01 hereof which NDEQ has agreed to disburse to the Municipality subject to the terms, provisions, and conditions of this Loan Contract and the availability of State and Federal Funds.

"Loan Contract" means this Loan Contract, including the Exhibits attached hereto, as it may be properly supplemented, modified or amended.

"Loan Repayments" means the payments payable by the Municipality pursuant to Section 2.05 of this Loan Contract.

"Loan Terms" means the terms of this Loan Contract provided in Article II of this Loan Contract.

"Municipality" means the Nebraska municipality that is a party to and is described in the first paragraph of this Loan Contract, and its successors and assigns.

"NDEQ" means the Nebraska Department of Environmental Quality established pursuant to Neb. Rev. Stat. §81-1501 et. seq., as amended.

"NIFA" means the Nebraska Investment Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns established pursuant to Neb. Rev. Stat. §58-201 et. seq., as amended.

"Project" means the acquisition, construction, improvement, repair, rehabilitation or extension of Wastewater Treatment Works and/or Sanitary Sewer Collection Systems of the Municipality described herein, which constitutes a project for which NDEQ is making a Loan to the Municipality pursuant to this Loan Contract.

"Project Costs" means eligible costs associated with secondary or tertiary treatment and appurtenances; infiltration and inflow correction, major sewer system rehabilitation; new collector sewers and appurtenances; new interceptors and appurtenances; land integral to the treatment process; correction of combined sewer overflows; Sanitary Sewer Collection System; and other costs eligible under the Federal Act including capitalized interest. Project Costs do not include the costs of water rights and for land which is not integral to the treatment process, easements and rights-of-way, legal costs, fiscal agents fees, operation and maintenance costs and municipal administrative costs. Project Costs are described in Attachment B.

"Regulations" means Title 131, Nebraska Department of Environmental Quality, and any amendments thereto promulgated by NDEQ pursuant to the Act.

"Retainage" means construction costs held back by the municipality from the payments due to the contractor to assure satisfactory completion of the construction contract.

"State" means the State of Nebraska acting, unless otherwise specifically indicated, by and through NDEQ and its successors and assigns.

"Trustee" means the trustee under any trust indenture with respect to the revenue bonds the proceeds of which are deposited in the Loan Fund.

"User Charge System" means the methodology used to assess user charge fee(s) for the users of the Wastewater Treatment Works within the Municipality's jurisdiction.

"Wastewater Treatment Works" means the structures, equipment and processes required to collect, transport and treat domestic or industrial wastes and to dispose of the effluent and sludges.

"Wastewater User Charge" means the revenues derived by the Municipality from the fees and charges for the use and services furnished by or through the Municipality's Wastewater Treatment Works.

ARTICLE II

LOAN CONDITIONS AND TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Contract, and subject to the availability of State and Federal funds, NDEQ will loan six million dollars (\$6,000,000) to the Municipality to pay a portion of the Project Costs described in Attachment B hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Contract, other than adjustment by NDEQ to the Repayment Schedule in Attachment A hereto, to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality must make provision for the payment of all eligible costs exceeding the Loan Amount. The NDEQ may provide supplemental loan funds through a separate loan contract amendment. Receipt of any supplemental loan funds is dependent on availability of unobligated funds in the Fund and any obligation of additional funds to this Project is at the sole discretion of NDEQ with such revised or additional terms, conditions, and covenants as NDEQ may require.

Section 2.02. Term of the Loan. The Municipality agrees to fully repay the Loan with interest on the date of Initiation of Operation or to begin repayment of principal and interest on the Loan within one (1) year from the date of Initiation of Operation but no later than three (3) years from the date of the Loan, and to repay such Loan in full no later than twenty (20) years from Initiation of Operation and to pay all principal, interest, administrative fees and penalty fees when due. The municipality shall provide NDEQ 60 days written notice of its intent to repay the Loan all or in part on the date of the Initiation of Operation.

Section 2.03. Interest Rate. The interest rate on this loan is determined by the NDEQ pursuant to Regulations and the Intended Use Plan. The interest rate on this loan during construction is 0.5 percent and after the date of Initiation of Operation is the interest rate of 1.5 percent per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each) to be paid as set out in Attachment A. For the purposes of this paragraph "construction" shall mean the period between the date of this Loan and the date of Initiation of Operation.

Section 2.04. Disbursement Of Loan. Upon receipt of a disbursement request for work completed and certification by the Municipality, the NDEQ agrees to disburse the principal amount of the loan set out in Section 2.01 of this Article during the progress of the Project for Project Costs. The Municipality may obtain a copy of the disbursement record upon request to NDEQ. Each disbursement shall be upon ACH by the State of Nebraska and shall be equal to that portion of the unobligated principal amount incurred to the date of the request for disbursement from the Municipality. Submitted requests for disbursement must be supported by proper invoices for Project Costs, a certificate of the Authorized Representative to the effect that all representations made in this Loan remain true as of the date of the request and that no adverse developments affecting the financial condition of the Municipality or its ability to complete the Project or to repay the Loan have occurred since the date of this Loan, or of the previous disbursement, and other documentation acceptable to and approved by the NDEQ. All disbursement requests must be made prior to the Cut-off Date established at the Project's final inspection by NDEQ.

The Municipality may request disbursement for eligible Project Costs, when such Project Costs have been incurred and are due and payable to project contractors. Retainage withheld by the municipality on contracts will be withheld by the NDEQ until such Retainage is either reduced or released to the contractor by the Municipality. However, actual payment of such Project Costs by the Municipality is not required as a condition of a payment request.

The Municipality shall submit a draft of the operation and maintenance manual for the Project to the NDEQ before disbursements exceed 75% of the Project Costs. The Municipality shall submit a final operation and maintenance manual to the NDEQ and receive approval before disbursements exceed 95% of the Project Costs or final disbursement whichever occurs first.

Section 2.05. Loan Payments.

(a) Principal and Interest Payments. The Municipality shall pay to the NDEQ, or at the direction of NDEQ, to NIFA or the Trustee on or before the due dates specified below, but only from the sources specified in Section 3.02 hereof, appropriate installments of principal and interest until all principal and interest due on the Loan to the NDEQ has been paid in full. Installments of principal and interest (total Loan service) shall be paid semiannually on December 15 and June 15 of each year in accordance with the Loan Repayment Schedule in Attachment A.

The NDEQ will send the Municipality an invoice 30 days prior to the due date. When a loan disbursement occurs after invoices are mailed, the NDEQ will include adjustments for interest and fee charges on the next semiannual invoice.

Section 2.05(b) Prepayment of the Loan. The Municipality may prepay the Loan, together with any accrued interest in whole or in part, at any time without penalty upon giving 60 days written notice to NDEQ of its intent to prepay. The Municipality may make a partial prepayment of the Loan only if the prepayment amount is greater than the lesser of 10% of the outstanding amount of the Loan or \$50,000. A new Attachment A will be prepared by NDEQ following receipt of any partial prepayment of the Loan.

Section 2.06. Administrative Fee. The Municipality shall pay to the NDEQ, or at the direction of NDEQ, to NIFA or the Trustee, an annual administrative fee of 1% per annum of the Loan Amount to be paid in semiannual installments of 0.5% of the Loan Amount outstanding on the date invoices are mailed in accordance with the Loan Repayment Schedule in Attachment A. The fee is waived for the first year of the Loan.

Section 2.07. Schedule Of Compliance. The Municipality agrees to perform steps of the Project in accordance with the following schedule of milestone dates.

- (a). September 2014, Loan date
- (b). July 2014, Construction start
- (c). August 2015, Initiation of Operation
- (d). August 2015, Substantial completion of construction

Section 2.08. Disadvantaged Business Enterprises (Small Business Enterprise/Minority Business Enterprise/Women's Business Enterprise/Small Business Rural Area), including Historically Black Colleges and Universities (hereinafter "DBE/HBCU"). The Municipality agrees that ten percent of the Loan Amount shall be the objective for proposed DBE, HBCU subagreement work under this Loan Contract. The Municipality shall take affirmative steps to assure that small, minority, and women's businesses pursuant to 40 CFR 31.36(e) and small businesses rural areas pursuant to 13 CFR 121.2 are used when possible as sources of supplies, construction and services. Affirmative steps shall include the following:

- (a) Placing disadvantaged business enterprises, including minority, women's, small businesses and small businesses in a rural area and historically black colleges and universities on solicitation lists;
- (b) Assuring that disadvantaged business enterprises, historically black colleges and universities are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by disadvantaged business enterprises;

(d) Establishing delivery schedules, where the requirement permits, which encourages participation by disadvantaged business enterprises;

(e) Using the services and assistance of the Small Business Administration and Minority Business Development Agency of the U. S. Department of Commerce; and

(f) Requiring the prime contractor to take the affirmative steps listed above.

In addition, the Municipality agrees to submit to the NDEQ a completed SF 334 form within 15 days after the end of each federal fiscal quarter during which the Municipality or its contractors award any subagreements to a disadvantaged business enterprise for building and building-related services and supplies.

Section 2.09. Sewer Use Ordinances/User Charge Systems. The Municipality agrees to obtain approval from the NDEQ of its sewer use ordinance/User Charge System, and to adopt and implement any necessary changes before the Project is placed in operation. The Municipality agrees that it shall not modify or amend, or make additions to or deletions from its sewer use ordinance/User Charge System without the consent of NDEQ during the term of the Loan Contract.

Section 2.10. Other Conditions and Terms.

(a) Engineering Services. The Municipality shall provide and maintain competent and adequate engineering supervision and resident inspection during construction.

(b) Construction Contract Award. The Municipality shall obtain NDEQ concurrence and authorization prior to award of the construction contract.

(c) Initiation of Operation. The Municipality shall provide written notification to the NDEQ of the date of Initiation of Operation of the Project.

(d) Construction Completion. The Municipality shall provide written notification to the NDEQ of the construction completion date of the Project.

(e) Contractor's Security. The Municipality agrees to require any contractor of the Project to post separate performance and payment bonds or other security approved by NDEQ in the amount of the bid.

(f) Certified Operator. The Municipality agrees to provide a certified operator pursuant to Title 197 - Rules and Regulations for the Certification of Wastewater Treatment Facility Operators in Nebraska.

(g) Site Title and Easements. The Municipality must certify that site title for all easements and rights-of-way necessary to allow construction of the Project have been obtained prior to award of the construction contract (i.e., all real property has been acquired, bonafide options have been taken or formal condemnation proceedings have been initiated for necessary real property).

(h) Contractors Payments. The Municipality agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of the construction contract.

(i) Bid Solicitation. The Municipality agrees that all bid solicitations will include the following statement:

"The prospective participants must certify by submittal of EPA Form 5700-49 "Certification Regarding Debarment, Suspension and Other Responsibility Matters" that, to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for

debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency."

(j) Debarment Suspension. The Municipality acknowledges that doing business with any party appearing in the "List of Parties Excluded from Federal Procurement or Non Procurement Programs" may result in disallowance of federal funds under this Loan Contract and may also result in suspension or debarment under 40 CFR Part 32.

(k) Other Federal Requirements. The Municipality agrees to comply with other applicable Federal Requirements in Attachment D hereto.

(l) Project Sign. The Municipality agrees to display the project sign provided by NDEQ. The sign will remain the property of NDEQ and will be retrieved about one year after project completion. The Municipality will remove the sign for NDEQ when requested.

(m) Employment under Public Contracts, LB 403. The Borrower agrees to comply with the provisions of LB403, approved by the Governor April 8, 2009. The following language is required and will be included in all contracts made with contractors and is a pass through requirement for his or her subcontractors.

"The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. If the Contractor is an individual or sole proprietorship, the following applies: 1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us; 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program; and, 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108"

(n) Prevailing Wage. All laborers and mechanics employed by contractors and sub contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Public Law 111-88 shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C.App.) and section 3145 of title 40, United States Code.

The Borrower is responsible to insure compliance with the prevailing wage requirements and will include the following information in the contract documents:

Contractors and subcontractors on USEPA federally assisted construction projects are required to pay their laborers and mechanics not less than those established by the U.S. Department of Labor. A current wage decision containing the appropriate building and/or heavy type rates shall be included in the specifications. In addition, labor standard provisions, Davis Bacon and Related Acts, for federally assisted contracts shall be placed in the federal assurances of project specifications.

If an areawide decision or classification does not exist for the type of work to be performed, building or heavy, a decision or request for authorization of additional classification and rate must be requested from the Labor Department using the Standard Form 1444, Request for Authorization of Additional Classification and Rate available on the web and can be completed on line at: <http://www.wdol.gov/docs/sf1444.pdf>. These types of decisions or classifications are project specific, i.e. they are applicable only to the project for which they are requested and may not be used on any other project. Project decisions generally have an expiration date of 180 days after the date of issuance. Modifications or reissued decisions are applicable to a project if received by NDEQ not less than 10 days prior to bid opening. Modifications to classification and wage rates after bid opening shall be paid to all workers performing work in the new or modified classification from the first day on which work is performed in the additional classification as approved by the Administrator of the Wage and Hour Division, Employment Standards Administration, US Department of Labor.

Weekly Payrolls shall be submitted by the contractor to the Borrower or the Borrower's representative utilizing the Department of Labor Form WH-347. A webform which can be completed on-line is found at <http://www.dol.gov/whd/forms/wh347.pdf>, instructions are also found on-line. The Borrower may also be required to submit copies of the Weekly Payrolls to NDEQ. As to each payroll copy received, the Borrower shall provide written confirmation on a form supplied by NDEQ indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The Borrower or the Borrower's representative shall periodically interview a sufficient number of the contractor's or subcontractor's employees entitled to Davis Bacon prevailing wages to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The Borrower must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 form are available at <http://www.gsa.gov>. At a minimum, the Borrower or the Borrower's representative should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. EPA has issued a waiver from the two week interview interval requirements by a November 16, 2012, EPA Memorandum, Class Deviation – Prevailing Wage Interview Interval Requirement in Clean Water and Drinking Water State Revolving Funds (CWSRF and DWSRF) Capitalization Grants. The provision for two week interview intervals is not a regulatory or statutory requirement and has been superseded by the class deviation. The Borrower or Borrower's representative should conduct such interviews if and when the Borrower or Borrower's representative finds it necessary to ensure that contractors are complying with the prevailing wage requirements.

(o) Human Trafficking. Under the requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

"The Municipality, its employees, sub-recipients under this award, and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award."

(p) Buy American Iron and Steel Products. Section 436(a)(1) of H.R. 3547, "Consolidated Appropriations Act, 2014," requires that none of the appropriated funds for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund may be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. These Buy American requirements apply for the entirety of the construction activities financed by the Loan Contract unless (a) a waiver is provided to the Assistance Recipient by EPA or (b) compliance would be inconsistent with United States obligations under international agreements. In order to receive a waiver, the Assistance Recipient must send a written request to the EPA Administrator. A decision will be made based on the following criteria:

- (1) The requirement is inconsistent with the public interest for purposes of the project for which a waiver has been requested,
- (2) Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality, or
- (3) Inclusion of iron and steel products produced in the United States will increase the overall cost of the project by more than 25 percent.

If the Administrator receives a request for a waiver, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency. EPA will provide additional guidance on this provision as it becomes available.

The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials."

Iron and steel products that are not 100% compliant with the above requirements should be identified early in the planning and design process and the appropriate justification prepared and waiver process followed to meet the requirement before the project goes to construction.

Buy American Iron and Steel (AIS) requirements are waived if a project has submitted plans and specifications for approval to a State agency, prior to enactment of the Appropriations Act or January 17, 2014 in accordance with the EPA nationwide plans and specifications waiver signed April 15, 2014.

In addition, EPA has granted a nationwide waiver for de minimis incidental components for eligible CWSRF or DWSRF projects, signed April 15, 2014. This action permits the use of products when they occur in de minimis incidental components for such projects funded by the Act that may otherwise be prohibited under section 436(a). Example of incidental components could include small washers, screws, fasteners, (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc. Funds used for such de minimis incidental non-AIS compliant components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project. The cost of an individual non-AIS compliant item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

EPA has provided additional guidance on these AIS provisions which can be found on EPA's website at http://water.epa.gov/grants_funding/aisrequirement.cfm

ARTICLE III

REPRESENTATIONS AND COVENANTS OF MUNICIPALITY

Section 3.01. Representations of the Municipality. The Municipality represents as follows:

(a) Organization and Authority.

(1) The Municipality is a city, town, village, district, association, or other public body created by or pursuant to the constitution and statutes of the State of Nebraska.

(2) The Municipality has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain its Wastewater Treatment Works, to carry on its activities relating thereto, to execute and deliver this Loan Contract, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan.

(3) The proceedings of the Municipality's governing body approving this Loan Contract and authorizing its execution, issuance and delivery on behalf of the Municipality, and authorizing the Municipality to undertake and complete the Project have been duly and lawfully adopted.

(4) This Loan Contract has been duly authorized, executed and delivered on behalf of the Municipality, and constitutes the legal, valid and binding obligation of the Municipality enforceable in accordance with its terms.

(b) Full Disclosure. To the best knowledge of the Municipality, after due investigation, there is no fact that the Municipality has not disclosed to NDEQ in writing on the Municipality's application for the Loan or otherwise anything that materially adversely affects or that will materially adversely affect the properties, activities of its Wastewater Treatment Works and Sanitary Sewer Collection System, or the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Contract.

(c) Non-Litigation. There is no controversy, suit or other proceeding of any kind pending or threatened questioning, disputing or affecting in any way the legal organization of the Municipality or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act taken in connection with obtaining the Loan, or the constitutionality or validity of the indebtedness represented by the Loan Contract, or any of the proceedings had in relation to the authorization or execution or the pledging of the revenues of the Municipality's Wastewater Treatment Works, or the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Contract.

(d) Compliance with Existing Laws and Agreements. The authorization, execution and delivery of this Loan Contract by the Municipality, and the performance by the Municipality of its duties, covenants, obligations and agreements there under will not result in any breach of any existing law or agreement to which the Municipality is a party.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default. The Municipality is not in violation of any agreement, which would materially adversely affect the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Contract.

(f) Governmental Consent. The Municipality has obtained all permits and approvals required to date under this Loan Contract or for the undertaking or completion of the Project and the financing or refinancing thereof. The Municipality has complied with all applicable provisions of law requiring any notification, with any governmental body or officer in connection with this Loan Contract or with the undertaking or completion of the Project and the financing or refinancing thereof.

(g) Compliance with Law. The Municipality:

(1) is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Regulations, with which the failure to comply would materially

adversely affect the ability of the Municipality to conduct its activities, enter into this Loan Contract or undertake or complete the Project; and

(2) has obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Municipality to complete the Project.

(h) Use of Loan Proceeds. The Municipality will apply the proceeds of the Loan as described in Article II: (1) to finance or refinance a portion of the Project Costs; and (2) where applicable, to reimburse the Municipality for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by NDEQ and is eligible for such reimbursement pursuant to the Regulations. All of such costs constitute Project Costs for which NDEQ is authorized to make Loans to the Municipality pursuant to the Act and the Regulations.

(i) Project Costs. The Municipality certifies that the Project Costs, as listed in Attachment B, are reasonable and accurate estimations and, upon direction of NDEQ, will supply the same with a certificate from its engineer stating that such costs are reasonable and accurate estimations, taking into account investment income, if any, to be realized during the course of construction of the Project and other money that would, absent the Loan, have been used to pay the Project Costs.

Section 3.02. Particular Covenants of the Municipality.

(a) Dedicated Source of Revenue for Repayment of the Loan. The Municipality hereby pledges the Wastewater User Charge as the dedicated source of revenue for the repayment of the Loan. The pledge herein provided for is made in accordance with and under the terms of Ordinance No. 9493 and is on an equal basis with the pledges made under the ordinances described below in this Subsection 3.02(a). The Municipality shall fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the Municipality's Wastewater Treatment Works and Sanitary Sewer Collection System, including all improvements and additions hereafter constructed or acquired by the Municipality, as will provide revenues sufficient to (i) pay the cost of the operation and maintenance, and replacement of the Wastewater Treatment Works and Sanitary Sewer Collection System, (ii) pay at least 110% of the principal of and interest on the Loan as and when the same become due, and (iii) pay all other amounts due at any time under this Loan Contract, provided, however, the lien of NDEQ on the revenues of the Municipality's Wastewater Treatment Works and Sanitary Sewer Collection System shall be on a parity with the lien on such revenues of the Municipality's outstanding Sewer System Revenue and Refunding Bonds issued pursuant to and referred to in Ordinance No. 9434 of the City of Grand Island, Nebraska, any Sewer System Revenue Bonds now outstanding and any additional Sewer System revenue bonds hereafter issued on parity with such outstanding revenue bonds. These revenues shall be set aside as collected and deposited in a separate fund with at least two separate accounts, one for the operation and maintenance costs and the other for principal and interest payments on the Loan. The Municipality shall deposit monthly, in the Loan payment account, an amount equal to at least one-sixth of the anticipated amount due on the next Loan payment date. The Municipality agrees to develop the User Charge System based on actual or estimated use of wastewater treatment services, providing that each user or user class pay its proportionate share of operation and maintenance (including replacement) costs within the Municipality's service area, based on the user's proportionate contribution to the total wastewater loading from all users or user classes and to conduct at least a biennial review of user charge rates to review the adequacy of the user charge rates. The Municipality agrees the initial financial analysis performed by NDEQ in Attachment C is a reasonable estimate of the Project Costs, of the financial situation of the Municipality in relation to this Project, and of the user charges necessary at the time of initiation of operation of the Project. The NDEQ may review this information annually to insure the Municipality's compliance with the Loan conditions and update Attachment C to reflect any changes.

(b) Performance Under Loan Contract. The Municipality covenants and agrees:

(1) to comply with all applicable State and Federal laws, rules and regulations (including, but not limited to the Federal crosscutting issues listed in Appendix F of the EPA's Initial Guidance for State

Revolving Funds and set forth on Attachment D hereto and NDEQ Regulations), in the performance of this Loan Contract; and

(2) to cooperate with NDEQ in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and NDEQ under this Loan Contract.

(c) Completion of Project and Provision of Moneys Therefore. The Municipality covenants and agrees:

(1) to exercise its best efforts in accordance with prudent wastewater treatment utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in Article II hereto; and

(2) to provide from its own financial resources all moneys, in excess of the total amount of proceeds it receives under the Loan, required to complete the Project.

(d) Delivery of Documents. Concurrently with the delivery of this Loan Contract (as previously authorized and executed) at the Loan Closing, the Municipality will cause to be delivered to NDEQ each of the following items:

(1) Counterparts of this Loan Contract (as previously executed by parties hereto);

(2) copies of the ordinances and/or resolutions of the governing body of the Municipality authorizing the execution and delivery of this Loan Contract certified by an Authorized Representative;

(3) an Opinion of Municipality's Counsel substantially in the form of Attachment E hereto;

(4) an executed Note (or other evidence of indebtedness) evidencing the Municipality's obligations under this Loan Contract in the form of Attachment F; and

(5) such other certificates, documents, opinions and information as NDEQ may require.

(e) Operation and Maintenance of Wastewater Treatment System and Sanitary Sewer Collection System. The Municipality covenants and agrees that it shall, in accordance with prudent and Sanitary Sewer Collection System wastewater treatment utility practice:

(1) at all times operate the properties of its Wastewater Treatment Works and Sanitary Sewer Collection System in an efficient manner; and

(2) maintain its Wastewater Treatment Works and Sanitary Sewer Collection System, making all necessary and proper repairs, renewals, replacements, additions, betterments and improvements necessary to maintain its system in good repair, working order and operating condition.

(f) Disposition of Wastewater Treatment Works and Sanitary Sewer Collection System. The Municipality covenants that it intends to own and operate the Project at all times during the term of the Loan. The Municipality does not know of any reason why the Project will not be so used in the absence of (i) supervening circumstances not anticipated by the Municipality at the time of the Loan, (ii) adverse circumstances beyond the control of the Municipality or (iii) obsolescence of such insubstantial parts or portions of the Project as may occur as a result of normal use thereof.

The Municipality shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Wastewater Treatment Works and Sanitary Sewer Collection System except on ninety (90) days' prior written notice to NDEQ and, in any event, shall not sell, lease, abandon or otherwise dispose of the same unless the Municipality shall in accordance with Section 4.02 hereof assign this Loan Contract and its rights and interests

hereunder to the purchaser or lessee of the Wastewater Treatment Works and Sanitary Sewer Collection System and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Municipality under this Loan Contract. In no event shall the Municipality sell, lease, abandon or otherwise dispose of the Wastewater Treatment Works and Sanitary Sewer Collection System to any person or entity other than a municipal corporation or other political subdivision of the State of Nebraska or any combination thereof, that has legal responsibility to treat wastewater.

Before any proposed disposition of the Wastewater Treatment Works and Sanitary Sewer Collection System can be made, the Municipality shall provide NDEQ with an opinion of a nationally recognized bond counsel that such proposed disposition is permitted by the provisions of this subparagraph, and further, that such disposition shall not endanger the exclusion from gross income for federal income tax purposes of the interest on any bonds issued to fund deposits into the Fund, nor shall it relieve the Municipality of its duties, covenants, obligations and agreements under this Loan Contract.

(g) Records and Accounts.

(i) The Municipality shall keep accurate records and accounts for its Wastewater Treatment System (the "System Records"), which shall be separate and distinct from its other records and accounts (the "General Accounts"). The System Records and General Accounts shall be made available for inspection upon request by NDEQ at any reasonable time. The Municipality shall, upon written request by NDEQ during the term of the Loan, perform and provide NDEQ a written audit of its System Records and/or General Accounts, provided such audit shall not be due to NDEQ sooner than 210 days following the close of the fiscal year, or years, identified in the request for audit. In the event that during the period in which the Project financed by this agreement is under construction, and the Municipality expends, for any purpose, total federal funds in excess of \$500,000 during the Municipality's fiscal year, then the Municipality shall, irrespective of any request from NDEQ, provide NDEQ a copy of the single agency audit made on the Municipality's General Accounts performed by an independent registered municipal accountant required in such cases by the Federal Single Audit Act Amendments of 1996, OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. In the sole discretion of NDEQ, any requirement herein to perform and/or provide an audit at the request of NDEQ may be waived by NDEQ on the basis of the Municipality's receipt of an audit waiver received from some other government agency and accurately acknowledging the Municipality's obligation to NDEQ under this Loan or for any other reason acceptable to NDEQ.

(ii) The Municipality shall maintain its accounts in accordance with generally accepted government accounting standards defined in the Government Accounting, Auditing, and Financial Reporting Manual (1994 Ed.), or any other more current edition thereafter, issued by the Government Finance Officers Association. The Municipality's Basic Financial Statements shall comply with the government-wide perspective model and, where applicable, the Statement of Infrastructure Assets proscribed by Government Accounting Standards Board Statement 34.

(h) Inspections; Information. The Municipality shall permit the EPA, NDEQ and any party designated by NDEQ to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the EPA and NDEQ may reasonably require in connection therewith.

(i) Insurance. The Municipality will carry and maintain such reasonable amount of all risk insurance on all properties and all operations of the Wastewater Treatment Works and Sanitary Sewer Collection System as would be carried by similar sized municipal operators of Wastewater Treatment Works and Sanitary Sewer Collection System, insofar as the properties are of an insurable nature. The Municipality also will carry general liability insurance in amounts not less than the maximum liability of a governmental entity for claims arising out of

a single occurrence, as provided by the Nebraska Political Subdivisions Tort Claims Act, Neb.Rev.Stat. §§13-901 to 13-926, or other similar future law.

(j) Continuing Representations. The representations of the Municipality contained herein shall be true at the time of the execution of this Loan Contract and at all times during the term of this Loan Contract.

(k) Notice of Material Adverse Change. The Municipality shall promptly notify NDEQ of any material adverse change in the activities, prospects or condition (financial or otherwise) of the Municipality's Wastewater Treatment Works and Sanitary Sewer Collection System, or in the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Contract.

(l) Additional Covenants and Requirements. If necessary in connection with the making of the Loan, additional covenants and requirements have been included. The Municipality agrees to observe and comply with each such additional covenant and requirement, if any.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by NDEQ. The Municipality hereby approves and consents to any assignment or transfer of this Loan Contract that NDEQ deems necessary in connection with the operation and administration of the Fund. The Municipality hereby specifically approves the assignment and pledging of the interest portion of the Loan Repayments to NIFA.

Section 4.02. Assignment by the Municipality. This Loan Contract may not be assigned by the Municipality for any reason, unless the following conditions shall be satisfied:

(a) NDEQ shall have approved said assignment in writing;

(b) the assignee is a village, town, city, district, association, county or other public body created by or pursuant to State law of the State of Nebraska or any combination thereof, that has legal responsibility to treat wastewater;

(c) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, and obligations under this Loan Contract; provided, however, such assignment shall not relieve the Municipality of its duties, covenants, and obligations under this Loan Contract;

(d) the assignment will not adversely impact NDEQ's ability to meet its duties, covenants and obligations under the Pledge Agreement nor may the assignment endanger the exclusion from gross income for federal tax purposes of the interest on any bonds issued by NIFA to fund deposits into the Fund; and

(e) the Municipality shall provide NDEQ with an opinion of a nationally recognized bond counsel that each of the conditions set forth in subparagraphs (b), (c), and (d) hereof have been met.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Events of Default and Remedies.

(a) Violation or noncompliance of any of the provisions of this Loan and Ordinance No. 9493 by the Municipality or failure of the Municipality to complete and maintain the Project in the manner proposed by the Municipality and approved by the NDEQ may result in a cancellation of this Loan and a demand that any outstanding balance of principal and interest be paid immediately.

(b) In the event that the Municipality makes a late payment pursuant to the Loan repayment schedule in Attachment A, the NDEQ may assess a penalty. Late payments will subject the Municipality to a 5 percent administrative penalty on the delinquent amount. Penalty interest shall accrue at the rate of 1 percent per month of the amount of the late payment from and after the due date until it is paid.

(c) If the Municipality fails to make any payment of principal and interest, late fee, and penalty interest imposed pursuant to this Loan within sixty days of the due dates specified in Section 2.05, the payment shall be deducted from the amount of aid to municipalities to which the Municipality is entitled under Neb. Rev. Stat. §§77-27,136 to 77-27,137.01. Such amount shall be paid directly to the Wastewater Treatment Facilities Construction Loan Fund.

Section 5.02. Notice of Default. Before any action is taken under this Article, the NDEQ shall give thirty days written notice of the NDEQ's intent to the Municipality. The Municipality shall have the thirty day time period to comply with the violated contractual term. If compliance is achieved the Loan shall revert to good standing.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Hold Harmless Agreement. The State of Nebraska and the NDEQ, and the officers, agents, and employees of each, shall have no responsibility or liability for the construction, operation and maintenance of the Project.

Section 6.02. Waivers. Any waiver at any time of rights or duties under this Loan Contract shall not be deemed to be a waiver of any subsequent right or duty under this Loan Contract.

Section 6.03. Amendments, Supplements and Modifications. This Loan Contract may not be amended, supplemented or modified without the prior written consent of NIFA; provided, however, the consent of NIFA is not required to revise Attachment B and Attachment C hereto. An executed copy of any amendment to this Loan Contract including revision of Attachments shall be immediately provided to NIFA.

Section 6.04. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Municipality, NDEQ, and NIFA at the following addresses:

(a) MUNICIPALITY

City of Grand Island
100 East First Street
PO Box 1968
Grand Island, NE 68802-1968

(b) NDEQ:

Department of Environmental Quality
Suite 400
1200 "N" Street, The Atrium
P.O. Box 98922
Lincoln, NE 68509-8922

(c) NIFA:

Nebraska Investment Finance Authority
200 Commerce Court
1230 "O" Street
Lincoln, NE 68508

All notices given by registered or certified mail as aforesaid shall be deemed duly given as of the date they are so mailed. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.05. Severability. In the event any provision of this Loan Contract shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.06. Binding Effect. This Loan Contract shall inure to the benefit of and shall be binding upon NDEQ and the Municipality and their respective successors and assigns.

Section 6.07. Execution in Counterparts. This Loan Contract may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.08. Governing Law and Regulations. This Loan Contract shall be governed by and construed in accordance with the laws of the State of Nebraska, including the Act and the Regulations which Regulations are, by this reference thereto, incorporated herein as a part of this Loan Contract.

Section 6.09. Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Contract, such consent or approval may only be given by NDEQ.

Section 6.10. Further Assurances. The Municipality shall, at the request of NDEQ, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Contract.

IN WITNESS THEREOF, the parties hereto have caused this Loan Contract to be executed and delivered as of the date set forth below.

CITY OF GRAND ISLAND, NEBRASKA

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

By _____

By _____

Title Mayor

Title Director

Date _____

Date _____

INDEX OF ATTACHMENTS

Attachment A - Projected Loan Repayment Schedule

Attachment B - Project Costs and Projected Outlay Schedule

Attachment C - Financial Analysis

Attachment D - List of Federal Laws and Authorities

Attachment E - Municipality's Counsel's Opinion

Attachment F - Promissory Note

Attachment G - Certificate

Attachment H – Other Documents

ATTACHMENT A

PROJECTED LOAN REPAYMENT SCHEDULE

Interest accruing before June 15, 2016, which is not reflected on the following amortization schedule shall be billed and paid in accordance with NDEQ's procedures as in effect from time to time. Interest shall accrue at the applicable rate (set forth in Section 2.03 of the Contract for Loan) as to the amount drawn and outstanding from time to time during the payment period, with payments due on June 15 and December 15 of each year, commencing December 15, 2014. Amounts due will be billed on or about May 15 and November 15 of each year for each six-month payment period ending on the set interest payment date. Interest accruing on any principal amounts drawn after the billing date are to be paid as an addition to the billing for the next interest payment period.

ATTACHMENT B
CITY OF GRAND ISLAND, NEBRASKA
CWSRF PROJECT NO. C317867

PROJECT COSTS

Construction Cost	\$4,962,050
A/E Design Fees	457,830
Contingencies	<u>580,120</u>
TOTAL ESTIMATED PROJECT COST	\$6,000,000

SOURCE OF FUNDS

NDEQ CWSRF Term Loan	<u>\$6,000,000</u>
TOTAL NDEQ FINANCING	\$6,000,000

OUTLAY SCHEDULE

September 2014	\$1,000,000
October	629,000
November	629,000
December	629,000
January 2015	677,000
February	677,000
March	677,000
April	500,000
May	250,000
June	250,000
July	<u>82,000</u>
TOTAL	\$6,000,000

ATTACHMENT C
FINANCIAL CAPABILITY ANALYSIS
GRAND ISLAND, NEBRASKA

CWSRF Project Numbers C317867 and C317981

Grand Island has requested CWSRF loan assistance of \$40,000,000 in Fiscal Years 2014 – 2017 to finance sanitary sewer improvement projects. This Financial Capability Analysis is prepared to assess the City's ability to repay existing sewer revenue bond debt as well as the estimated CWSRF debt thru fiscal year 2038.

The documents reviewed and used to complete this analysis are:

1. Audit reports for the City of Grand Island, for the years ending September 30, 2010, 2011, 2012 and 2013.
2. Application for State and/or Federal Assistance, January 23, 2014
3. Sewer Revenue Bonds, 9/17/2013.
4. Report on Revenue Requirements, Cost of Service and Rates for Wastewater Service, dated October 1, 2013 prepared by Black & Veatch.

Table 1

Grand Island Sewer Fund Financial Summary FY 2010 – FY 2013

Fiscal Year	Operating Income	Operating Expense (1)	Net Revenue	Debt Service	Debt Coverage Ratio
2010	\$9,338,088	\$5,908,172	\$3,429,916	\$1,759,323	1.95
2011	\$8,725,053	\$5,376,869	\$3,348,184	\$1,758,191	1.90
2012	\$8,374,864	\$4,787,445	\$3,587,419	\$1,718,220	2.09
2013	\$8,713,747	\$5,339,743	\$3,374,004	\$3,125,069	1.08

(1) Depreciation & Interest Expense is not included.

In FY 2013 Grand Island paid off Sewer System Revenue and Refunding Bonds dated June 25, 2003. The pay off included a principal balance of \$3,050,000 plus accrued interest of \$75,069. The City of Grand Island issued Sewer System Revenue Bonds dated September 17, 2013, with original issue amount of \$35,430,000. Interest ranges from 0.50 to 5.375% with final maturity on September 15, 2038. The City funded the headworks project and North Interceptor phase 1 with this revenue bond debt. Construction for the work funded by the September 17, 2013 revenue bond issue is expected to be complete in March, 2015.

User Fee Impacts

The City of Grand Island approved current sewer rates by passing Resolution 2013-331 effective October 1, 2013. A typical small residential customer who uses 500 cubic feet of water per month currently pays a sewer rate \$18.64/month. The City of Grand Island hired Black & Veatch to evaluate the finances of their sewer utility and to prepare a rate study. Black and Veatch prepared a report dated October 1, 2013 and titled "Revenue Requirements, Cost of Service and Rates for Wastewater Service." Table B presents estimated sewer rates that should get implemented effective October 1, 2014, 2015, 2016 & 2017. The revenues from the projected sewer rates are expected to support the operation and maintenance of the sewer utility, service the sewer revenue bond debt in the amount of \$35,430,000 and to service the debt due to the proposed CWSRF debt in the amount of \$40,000,000. The sewer rate for a typical customer who uses 500 cubic feet of water is estimated to be \$25.94/month in fiscal year 2017.

Table B

City of Grand Island, NE Wastewater Utility Proposed Rates

	Charges to be Effective October 1,			
	2013	2014	2015	2016
Sewer Service Charge - \$/month				
All Customers	8.24	8.24	8.24	8.24
Volume Charge - \$/Ccf				
Low Strength Industrial Dischargers	1.47	1.96	2.23	2.47
Non-Sanitary Sewer Flow (a)	1.18	1.18	1.18	1.18
Sanitary Sewer Flow	2.52	3.01	3.28	3.52
Excess Strength Surcharge - \$/lb				
BOD over 250 mg/l	0.3844	0.3844	0.3844	0.3844
Suspended Solids over 250 mg/l	0.2533	0.2533	0.2533	0.2533
Oil & Grease over 100 mg/l	0.0832	0.0845	0.0858	0.0872
Low Strength Industrial Dischargers				
BOD over 0 mg/l	0.3844	0.3844	0.3844	0.3844
Suspended Solids over 0 mg/l	0.2533	0.2533	0.2533	0.2533
Oil & Grease over 0 mg/l	0.0832	0.0845	0.0858	0.0872
TKN over 30 mg/l	0.5701	0.6314	0.6927	0.7539
Nitrates over 25 mg/l	1.8739	1.8810	1.8881	1.8953

(a) Applicable to flow discharged from JBS' pretreatment lagoons through their sewer main connecting directly to the City's wastewater treatment plant.

Ccf = Hundred Cubic Feet
 BOD = Biochemical Oxygen Demand
 TKN = Total Kjeldahl Nitrogen
 mg/l = milligram per liter

Table 2 represents the estimated revenue and expenses of the Grand Island Sewer Utility in FY 2014, 2015, 2016 & 2017. This information is obtained from the Black & Veatch study.

Table 2

Estimate of Revenue & Expenses FY 2014 - FY 2017

Fiscal Year Starting October 1	Estimated Revenue	Estimated Operating Expense	Estimated Net Revenue	Debt Service	Debt Coverage Ratio
2014	\$9,915,500	\$5,543,200	\$4,372,300	\$3,014,400	1.45
2015	\$11,060,800	\$5,859,700	\$5,201,100	\$2,361,300	2.2
2016	\$11,794,600	\$6,231,000	\$5,563,600	\$3,032,800	1.83
2017	\$12,650,900	\$6,632,400	\$6,018,500	\$3,870,500	1.56

Funds Available for State Intercept

State Aid to Cities	\$0	
Highway Allocations, FY 2013	\$3,791,667	
TOTAL	\$3,791,667	
Proposed CWSRF Loan #C317867 P&I	\$348,362	
Proposed CWSRF Loan #C317981 P&I	\$56,665	

State intercept total is more than the annual CWSRF principal and interest loan payments.

Recommendation: The City of Grand Island's sewer rate is 0.7% of the median household income. Since the City of Grand Island's sewer rate is less than the 2% guideline from EPA, the City is eligible to receive the CWSRF loan. We recommend that the Department award a CWSRF Loan to the City of Grand Island.

ATTACHMENT D
LIST OF FEDERAL LAWS AND AUTHORITIES

ENVIRONMENTAL:

- Archeological and Historic Preservation Act of 1974, Pub. L. 93-291
- Clean Air Act, 42 U.S.C. 7506(c)
- Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq.
- Coastal Zone Management Act of 1972, Pub. L. 92-583, as amended
- Endangered Species Act, 16 U.S.C. 1531 et seq.
- Executive Order 11593, Protection and Enhancement of Cultural Environment
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Farmland Protection Policy Act, 7 U.S.C. 4201 et seq
- Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- National Historic Preservation Act of 1966, Pub. L. 89-665, as amended
- Safe Drinking Water Act, Pub. L. 92-523, as amended
- Wild and Scenic Rivers Act, Pub. L. 90-542, as amended

ECONOMIC :

- Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans

SOCIAL LEGISLATION:

- Age Discrimination Act of 1975, Pub. L. 94-135
- Title VI of the Civil Rights Act of 1964, Pub. L. 88-352
- Section 13 of Pub. L. 92-500, Prohibition against sex discrimination under the Federal Water Pollution Control Act
- Equal Employment Opportunity, Executive Order 11246
- Women's and Minority Business Enterprise, Executive Orders 11625 and 12138
- Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112, (including Executive Orders 11914 and 11250)

MISCELLANEOUS AUTHORITY

- Uniform Relocation and Real Property Acquisition Policies Act of 1970, Pub. L. 91-646
- Executive Order 12549 - Debarment and Suspension
- Nebraska Clean Water State Revolving Loan Fund #CS - 310001

ATTACHMENT E

Form of Opinion of Municipality's Counsel

[USE MUNICIPALITY'S OR COUNSEL'S LETTERHEAD]

[Date]

[NOTE: Any of the opinions given below may be given in reliance upon the opinion of another Bond Counsel, and one Bond Counsel may give some of the opinions and another Bond Counsel may give others.]

Nebraska Investment Finance Authority
200 Commerce Court
1230 O Street
Lincoln, NE 68508
Attention: Executive Director

Nebraska Department of Environmental Quality
Suite 400
1200 N Street, The Atrium
Post Office Box 98922
Lincoln, NE 68509-8922
Attention: Water Quality Division

Trustee:

Ladies and Gentlemen:

[I/We] have acted as **[Bond]** Counsel in connection with the execution and delivery by **[NAME OF MUNICIPALITY]**, a **[TYPE OF ENTITY]** (the "Municipality"), of a Contract for Loan No. C317867 (the "Loan Contract") between the Municipality and the Nebraska Department of Environmental Quality ("NDEQ") and the issuance of a promissory note (the "Note") by the Municipality to NDEQ. All terms used in this opinion letter and not defined shall have the meanings given to them in the Loan Contract.

In this connection, **[I/we]** have examined the following:

- (a) Certified copies of the **[DESCRIBE RESOLUTION AND/OR ORDINANCE PURSUANT TO WHICH LOAN AGREEMENT AND NOTE ARE TO BE ENTERED INTO];**
- (b) An executed counterpart of the Loan Contract;
- (c) The executed Note; and
- (d) Such other documents as **[I/we]** deemed relevant and necessary in rendering this opinion.

As to questions of fact material to **[my/our]** opinion, **[I/we]** have relied upon the certified proceedings and other certifications of public officials furnished to **[me/us]** without undertaking to verify the same by independent investigation.

Based upon the foregoing **[I am/we are]** of the opinion that:

1. The Municipality is a **[CITY, VILLAGE, SID OR OTHER]** duly organized and validly existing under the laws of the State of Nebraska.
2. The Municipality is a governmental unit, as such term is used in Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.
3. The Municipality has the power and authority to enter into the Loan Contract, to issue the Note, to borrow the entire principal amount provided for in Section 2.01 of the Loan Contract (the "Principal Amount") and to perform its obligations under the Loan Contract and the Note.
4. The Loan Contract and the Note have been duly authorized, executed and delivered by the Municipality and are, and would be if the entire Principal Amount were advanced to the Municipality pursuant to the Loan Contract on the date of this opinion, valid and legally binding special obligations of the Municipality, payable solely from the sources provided therefor in the Loan Contract, enforceable in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.
5. Pursuant to §18-1803 through 18-1805 the Loan Contract creates a valid lien on the funds pledged by the Municipality pursuant to Section 3.02 of the Loan Contract for the security of the Loan Contract and the Note and no other debt of the Municipality is secured by a superior lien on such funds.
6. The Municipality has obtained or made all approvals, authorizations, consents or other actions of, and filings, registrations or qualifications with, the Municipality or any other government authority which are legally required to allow the Municipality to enter into and perform its obligations under the Loan Contract and the Note and borrow the full Principal Amount pursuant to the Loan Contract and the Note.

Very truly yours,

ATTACHMENT F

PROMISSORY NOTE OF THE CITY OF GRAND ISLAND, NEBRASKA

FOR VALUE RECEIVED, the undersigned (the "Municipality") promises to pay, but solely from the sources described herein, to the order of the Nebraska Department of Environmental Quality ("NDEQ"), or its successors and assigns, the principal sum of not to exceed \$6,000,000 to the extent disbursed pursuant to Section 2.01 and Section 2.04 of the Loan Contract No. C317867 ("the Loan Contract"), with interest on each such amount until paid, as provided in Section 2.01 and 2.03 of the Loan Contract between NDEQ and the Municipality. In addition, the Municipality shall pay an Administrative Fee on the outstanding principal amount of this Note at the rate of 1.0 percent per annum as provided in the Loan Contract. The said principal and interest and Administrative Fee shall be payable in semiannual installments each payable on December 15 and June 15 of each year in accordance with Section 2.05 of the Loan Contract. Each installment shall be in the amount set forth opposite its due date in Attachment A to the Loan Contract.

All payments under this Note shall be payable at the offices of NDEQ in Lincoln, Nebraska, and upon the assignment of this Note to NIFA, at the principal corporate trust office of a Trustee designated by NIFA, or such other place as NDEQ may designate in writing.

This Note is issued pursuant to and is secured by the Loan Contract and Ordinance No. 9493 of the City of Grand Island, Nebraska, the terms and provisions of which are incorporated herein by reference.

All payments of principal of and interest on this Note and other payment obligations of the Municipality hereunder shall be limited obligations of the Municipality payable solely out of the Wastewater User Charge (as defined in the Loan Contract), on a parity with revenue bonds, presently outstanding or hereafter issued pursuant to Ordinances No. 9434 of the Municipality and pursuant to the Ordinance and shall not be payable out of any other revenues of the Municipality. The obligations of the Municipality under this Note shall never constitute or give rise to a charge against its general credit or taxing power. This note shall not be a debt of the municipality within the meaning of any constitutional statutory or charter limitation upon the creation of general obligation indebtedness of the Municipality.

If default be made in the payment of any installment due under this Note or by the occurrence of any one or more of the Events of Default specified in Article V of the Loan Contract and if such Event of Default is not remedied as therein provided, or by failure to comply with any provision of the Ordinance, NDEQ then, or at any time thereafter, may give notice to the Municipality that all unpaid amounts of this Note then outstanding, together with all other unpaid amounts outstanding under the Loan Contract, are due and payable immediately, and thereupon, without further notice or demand, all such amounts shall become and be immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any time in the event of any continuing or subsequent default.

The Municipality hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor.

This Note and all instruments securing the same are to be construed according to the laws of the State of Nebraska. Signed and sealed this ____ day of _____, 2014.

[SEAL]

CITY OF GRAND ISLAND, NEBRASKA

Attest:

By _____

Title Mayor

Title Clerk

Complete this section upon assignment of this Note to NIFA.

Pursuant to the Pledge Agreement dated as of _____ as amended (the "Pledge Agreement"), by and between NDEQ and the Nebraska Investment Finance Authority ("NIFA"), and the Master Trust Indenture dated as of _____, as supplemented and amended, by and between NIFA _____, as trustee, NDEQ hereby assigns, grants and conveys any and all of NDEQ's rights, title and interest in this Note to NIFA, except as provided in the Pledge Agreement, and NIFA hereby assigns such rights, title and interest to the Trustee and any successor Trustee.

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

By _____

Title Director

Date _____

NEBRASKA INVESTMENT FINANCE AUTHORITY

Attest:

By _____

Title _____

Date _____

ATTACHMENT G

**CERTIFICATE OF THE
CITY OF GRAND ISLAND, NEBRASKA**

The following certifications are made in connection with the Contract for Loan No. C317867 (the "Loan Contract") between the Nebraska Department of Environmental Quality ("NDEQ") and the City of Grand Island, Nebraska (the "Municipality") for the purpose of establishing compliance by the Municipality with requirements for the maintenance of the tax exemption of interest on any bonds (the "Bonds") which may be from time to time issued by the Nebraska Investment Finance Authority ("NIFA") to provide funds for deposit in the Loan Fund (as defined in the Loan Contract).

WHEREFORE, the undersigned hereby certifies on behalf of the Municipality to NDEQ, NIFA and any trustee for the Bonds, as follows:

1. The undersigned is authorized to make the following certifications on behalf of the Municipality.
2. The Municipality represents that it reasonably expects that the design and construction of the Project, as defined in the Loan Contract, will commence within six months from the execution of the Loan Contract and that the design and construction of the Project will proceed with due diligence thereafter to completion.
3. The proceeds of the loan pursuant to the Loan Contract will be used to construct a facility that will be owned and operated by the Municipality. There will be no contracts for the use of the facility other than contracts on a rate scale basis. Specifically, the Municipality represents that there will be no contracts for use of the Project that will require a non-governmental unit to make payments to the Municipality without regard to actual use of the Project.

Dated this _____ day of _____, 2014.

CITY OF GRAND ISLAND, NEBRASKA

Title: Mayor

**ATTACHMENT H
OTHER DOCUMENTS**



LOAN CONTRACT
(Governmental Borrower)

Between

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

and

CITY OF GRAND ISLAND, NEBRASKA

NDEQ Project No. C317981

DATED AS OF _____, 2014

LOAN CONTRACT
BETWEEN THE
NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY
AND
THE CITY OF GRAND ISLAND, NEBRASKA
PROJECT NO. C317981

This Loan Contract No. C317981 (hereinafter "Loan Contract"), is entered into by and between the State of Nebraska, acting by and through the Nebraska Department of Environmental Quality (hereinafter "NDEQ") and the City of Grand Island, Nebraska, (hereinafter "Municipality").

WITNESSETH THAT

WHEREAS, the Federal Water Quality Act of 1987 (hereinafter "Federal Act") established a state revolving fund program; and

WHEREAS, to fund the state revolving fund program, the Environmental Protection Agency (hereinafter "EPA") will make annual capitalization grants to the states under CFDA #66.458 (Capitalization Grants for State Revolving Fund), on the condition that each state provide an appropriate match for such state's revolving fund; and

WHEREAS, Neb. Rev. Stat. §81-15,153 empowers the NDEQ to loan available funds in the Wastewater Treatment Facilities Construction Loan Fund (hereinafter "Fund") to municipalities pursuant to the Wastewater Treatment Facilities Construction Assistance Act (hereinafter "Act") and rules and regulations adopted under such Act; and

WHEREAS, under the Act, the Director of NDEQ is given the responsibility for administration and management of the Fund; and

WHEREAS, the Director of NDEQ and the Nebraska Investment Finance Authority (hereinafter "NIFA") have entered into a Memorandum of Understanding effective November 1, 2000 (hereinafter "MOU"), to define the cooperative relationship between NDEQ and NIFA to jointly administer certain provisions of the Act; and

WHEREAS, the NIFA is authorized under Neb. Rev. Stat. §58-201 et. seq. and the Act to issue revenue bonds for the purpose of providing funds for NDEQ to loan to Municipalities within the State of Nebraska for the acquisition, construction, improvement, repair, rehabilitation, or extension of municipal wastewater treatment projects (as defined in the Act), in order to provide the state match requirements of the Federal Act; and

WHEREAS, pursuant to such authorization, NIFA proposes to issue its Wastewater Treatment Facilities Construction Loan Fund revenue bonds for the purpose of providing funds to NDEQ to loan to Nebraska Municipalities to pay those eligible portions of the costs of acquiring, constructing, improving, repairing, rehabilitating or extending municipal wastewater treatment projects (as defined in the Act), in order to provide the state match requirements of the Federal Act; and

WHEREAS, NDEQ intends to enter into a pledge agreement with NIFA (the "Pledge Agreement"), pursuant to which NDEQ will pledge the interest portion of Loan Repayments (as defined herein) and certain other revenues to NIFA for the payment of the principal of, redemption premium, if any, and interest on Clean Water State Revolving Fund Revenue Bonds which may be issued by NIFA from time to time; and

WHEREAS, the City of Grand Island, Nebraska is a "Municipality" as defined in Neb. Rev. Stat. §81-15,149(7); and

WHEREAS, the project (hereinafter "Project") to be financed under this Loan Contract, includes the construction of sanitary sewer collection system improvements. Specifically phase II of the North Interceptor renovation, extension of the Husker Highway sewer, a new gravity sewer to replace the existing lift station and force main serving the Rainbow Lakes area, replacement of Lift Station No. 20 force main and a new gravity sewer to replace existing Lift Station No. 6 and Lift Station No. 14. These projects may allow the City to abandon as many as 10 lift stations.

WHEREAS, the Project Cost is based upon estimates of the Municipality and at times during or at completion of construction the loan amount may be adjusted by the NDEQ pursuant to Section 2.01; and

WHEREAS, the Project is included in the NDEQ Intended Use Plan; and

WHEREAS, the NDEQ has approved the Municipality's application for a Loan from federal funds and the state match requirement if and when received by and made available to NDEQ pursuant to the Federal Act and the Act to finance Project Costs;

NOW, THEREFORE, for and in consideration of the award of the Loan Contract by NDEQ, the Municipality agrees to complete its Project and to perform under this Loan Contract in accordance with the conditions, covenants and procedures set forth below:

ARTICLE I

DEFINITIONS

Definitions. The following terms as used in this Loan Contract shall, unless the context clearly requires otherwise, have the following meanings:

"Act" means the Wastewater Treatment Facilities Construction Assistance Act, Neb. Rev. Stat. §81-15,147 et seq., as amended.

"Authorized Representative" means the person or persons authorized pursuant to a resolution or ordinance of the governing body of the Municipality to perform any act or execute any document relating to this Loan Contract.

"Cut-off Date" means the date established by NDEQ at the Project's final inspection prior to which the Municipality will make the final disbursement request for eligible Project Costs.

"Due Date" means the dates specified for payment of principal and interest on the Loan as specified in Section 2.05.

"Event of Default" means any occurrence or event specified in Article V.

"Fund" means the Wastewater Treatment Facilities Construction Loan Fund.

"Initiation of Operation" means the date on which the Municipality places the Project in operation or the Project is capable of being placed in operation for the purposes for which it was planned, designed, and built.

"Late Payment" means any payment that is not received within fifteen days of the due date.

"Loan" means the loan made by NDEQ to the Municipality to finance or refinance a portion of the Costs of the Project pursuant to this Loan Contract.

"Loan Amount" means the amount specified in Section 2.01 hereof which NDEQ has agreed to disburse to the Municipality subject to the terms, provisions, and conditions of this Loan Contract and the availability of State and Federal Funds.

"Loan Contract" means this Loan Contract, including the Exhibits attached hereto, as it may be properly supplemented, modified or amended.

"Loan Repayments" means the payments payable by the Municipality pursuant to Section 2.05 of this Loan Contract.

"Loan Terms" means the terms of this Loan Contract provided in Article II of this Loan Contract.

"Municipality" means the Nebraska municipality that is a party to and is described in the first paragraph of this Loan Contract, and its successors and assigns.

"NDEQ" means the Nebraska Department of Environmental Quality established pursuant to Neb. Rev. Stat. §81-1501 et. seq., as amended.

"NIFA" means the Nebraska Investment Finance Authority, a public body politic and corporate and an instrumentality of the State, and its successors and assigns established pursuant to Neb. Rev. Stat. §58-201 et. seq., as amended.

"Project" means the acquisition, construction, improvement, repair, rehabilitation or extension of Wastewater Treatment Works and/or Sanitary Sewer Collection Systems of the Municipality described herein, which constitutes a project for which NDEQ is making a Loan to the Municipality pursuant to this Loan Contract.

"Project Costs" means eligible costs associated with secondary or tertiary treatment and appurtenances; infiltration and inflow correction, major sewer system rehabilitation; new collector sewers and appurtenances; new interceptors and appurtenances; land integral to the treatment process; correction of combined sewer overflows; Sanitary Sewer Collection System; and other costs eligible under the Federal Act including capitalized interest. Project Costs do not include the costs of water rights and for land which is not integral to the treatment process, easements and rights-of-way, legal costs, fiscal agents fees, operation and maintenance costs and municipal administrative costs. Project Costs are described in Attachment B.

"Regulations" means Title 131, Nebraska Department of Environmental Quality, and any amendments thereto promulgated by NDEQ pursuant to the Act.

"Retainage" means construction costs held back by the municipality from the payments due to the contractor to assure satisfactory completion of the construction contract.

"State" means the State of Nebraska acting, unless otherwise specifically indicated, by and through NDEQ and its successors and assigns.

"Trustee" means the trustee under any trust indenture with respect to the revenue bonds the proceeds of which are deposited in the Loan Fund.

"User Charge System" means the methodology used to assess user charge fee(s) for the users of the Wastewater Treatment Works within the Municipality's jurisdiction.

"Wastewater Treatment Works" means the structures, equipment and processes required to collect, transport and treat domestic or industrial wastes and to dispose of the effluent and sludges.

"Wastewater User Charge" means the revenues derived by the Municipality from the fees and charges for the use and services furnished by or through the Municipality's Wastewater Treatment Works.

ARTICLE II

LOAN CONDITIONS AND TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Contract, and subject to the availability of State and Federal funds, NDEQ will loan one million dollars (\$1,000,000) to the Municipality to pay a portion of the Project Costs described in Attachment B hereto. This one million dollars is anticipated to be green project reserve dollars for work qualifying under EPA's green energy efficiency category. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Contract, other than adjustment by NDEQ to the Repayment Schedule in Attachment A hereto, to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality must make provision for the payment of all eligible costs exceeding the Loan Amount. The NDEQ may provide supplemental loan funds through a separate loan contract amendment. Receipt of any supplemental loan funds is dependent on availability of unobligated funds in the Fund and any obligation of additional funds to this Project is at the sole discretion of NDEQ with such revised or additional terms, conditions, and covenants as NDEQ may require.

Section 2.02. Term of the Loan. The Municipality agrees to fully repay the Loan with interest on the date of Initiation of Operation or to begin repayment of principal and interest on the Loan within one (1) year from the date of Initiation of Operation but no later than three (3) years from the date of the Loan, and to repay such Loan in full no later than twenty (20) years from Initiation of Operation and to pay all principal, interest, administrative fees and penalty fees when due. The municipality shall provide NDEQ 60 days written notice of its intent to repay the Loan all or in part on the date of the Initiation of Operation.

Section 2.03. Interest Rate. The interest rate on this loan is determined by the NDEQ pursuant to Regulations and the Intended Use Plan. The interest rate on this loan during construction is 0.5 percent and after the date of Initiation of Operation is the green project reserve interest rate of 1.25 percent per annum (calculated on the basis of a year equaling 360 days made up of 12 months of 30 days each) to be paid as set out in Attachment A. For the purposes of this paragraph "construction" shall mean the period between the date of this Loan and the date of Initiation of Operation.

Section 2.04. Disbursement Of Loan. Upon receipt of a disbursement request for work completed and certification by the Municipality, the NDEQ agrees to disburse the principal amount of the loan set out in Section 2.01 of this Article during the progress of the Project for Project Costs. The Municipality may obtain a copy of the disbursement record upon request to NDEQ. Each disbursement shall be upon ACH by the State of Nebraska and shall be equal to that portion of the unobligated principal amount incurred to the date of the request for disbursement from the Municipality. Submitted requests for disbursement must be supported by proper invoices for Project Costs, a certificate of the Authorized Representative to the effect that all representations made in this Loan remain true as of the date of the request and that no adverse developments affecting the financial condition of the Municipality or its ability to complete the Project or to repay the Loan have occurred since the date of this Loan, or of the previous disbursement, and other documentation acceptable to and approved by the NDEQ. All disbursement requests must be made prior to the Cut-off Date established at the Project's final inspection by NDEQ.

The Municipality may request disbursement for eligible Project Costs, when such Project Costs have been incurred and are due and payable to project contractors. Retainage withheld by the municipality on contracts will be withheld by the NDEQ until such Retainage is either reduced or released to the contractor by the Municipality. However, actual payment of such Project Costs by the Municipality is not required as a condition of a payment request.

The Municipality shall submit a draft of the operation and maintenance manual for the Project to the NDEQ before disbursements exceed 75% of the Project Costs. The Municipality shall submit a final operation and maintenance manual to the NDEQ and receive approval before disbursements exceed 95% of the Project Costs or final disbursement whichever occurs first.

Section 2.05. Loan Payments.

(a) Principal and Interest Payments. The Municipality shall pay to the NDEQ, or at the direction of NDEQ, to NIFA or the Trustee on or before the due dates specified below, but only from the sources specified in Section 3.02 hereof, appropriate installments of principal and interest until all principal and interest due on the Loan to the NDEQ has been paid in full. Installments of principal and interest (total Loan service) shall be paid semiannually on December 15 and June 15 of each year in accordance with the Loan Repayment Schedule in Attachment A.

The NDEQ will send the Municipality an invoice 30 days prior to the due date. When a loan disbursement occurs after invoices are mailed, the NDEQ will include adjustments for interest and fee charges on the next semiannual invoice.

Section 2.05(b) Prepayment of the Loan. The Municipality may prepay the Loan, together with any accrued interest in whole or in part, at any time without penalty upon giving 60 days written notice to NDEQ of its intent to prepay. The Municipality may make a partial prepayment of the Loan only if the prepayment amount is greater than the lesser of 10% of the outstanding amount of the Loan or \$50,000. A new Attachment A will be prepared by NDEQ following receipt of any partial prepayment of the Loan.

Section 2.06. Administrative Fee. The Municipality shall pay to the NDEQ, or at the direction of NDEQ, to NIFA or the Trustee, an annual administrative fee of 1% per annum of the Loan Amount to be paid in semiannual installments of 0.5% of the Loan Amount outstanding on the date invoices are mailed in accordance with the Loan Repayment Schedule in Attachment A. The fee is waived for the first year of the Loan.

Section 2.07. Schedule Of Compliance. The Municipality agrees to perform steps of the Project in accordance with the following schedule of milestone dates.

- (a). September 2014, Loan date
- (b). November 2014, Construction start
- (c). August 2016, Initiation of Operation
- (d). August 2016, Substantial completion of construction

Section 2.08. Disadvantaged Business Enterprises (Small Business Enterprise/Minority Business Enterprise/Women's Business Enterprise/Small Business Rural Area), including Historically Black Colleges and Universities (hereinafter "DBE/HBCU"). The Municipality agrees that ten percent of the Loan Amount shall be the objective for proposed DBE, HBCU subagreement work under this Loan Contract. The Municipality shall take affirmative steps to assure that small, minority, and women's businesses pursuant to 40 CFR 31.36(e) and small businesses rural areas pursuant to 13 CFR 121.2 are used when possible as sources of supplies, construction and services. Affirmative steps shall include the following:

- (a) Placing disadvantaged business enterprises, including minority, women's, small businesses and small businesses in a rural area and historically black colleges and universities on solicitation lists;
- (b) Assuring that disadvantaged business enterprises, historically black colleges and universities are solicited whenever they are potential sources;

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by disadvantaged business enterprises;

(d) Establishing delivery schedules, where the requirement permits, which encourages participation by disadvantaged business enterprises;

(e) Using the services and assistance of the Small Business Administration and Minority Business Development Agency of the U. S. Department of Commerce; and

(f) Requiring the prime contractor to take the affirmative steps listed above.

In addition, the Municipality agrees to submit to the NDEQ a completed SF 334 form within 15 days after the end of each federal fiscal quarter during which the Municipality or its contractors award any subagreements to a disadvantaged business enterprise for building and building-related services and supplies.

Section 2.09. Sewer Use Ordinances/User Charge Systems. The Municipality agrees to obtain approval from the NDEQ of its sewer use ordinance/User Charge System, and to adopt and implement any necessary changes before the Project is placed in operation. The Municipality agrees that it shall not modify or amend, or make additions to or deletions from its sewer use ordinance/User Charge System without the consent of NDEQ during the term of the Loan Contract.

Section 2.10. Other Conditions and Terms.

(a) Engineering Services. The Municipality shall provide and maintain competent and adequate engineering supervision and resident inspection during construction.

(b) Construction Contract Award. The Municipality shall obtain NDEQ concurrence and authorization prior to award of the construction contract.

(c) Initiation of Operation. The Municipality shall provide written notification to the NDEQ of the date of Initiation of Operation of the Project.

(d) Construction Completion. The Municipality shall provide written notification to the NDEQ of the construction completion date of the Project.

(e) Contractor's Security. The Municipality agrees to require any contractor of the Project to post separate performance and payment bonds or other security approved by NDEQ in the amount of the bid.

(f) Certified Operator. The Municipality agrees to provide a certified operator pursuant to Title 197 - Rules and Regulations for the Certification of Wastewater Treatment Facility Operators in Nebraska.

(g) Site Title and Easements. The Municipality must certify that site title for all easements and rights-of-way necessary to allow construction of the Project have been obtained prior to award of the construction contract (i.e., all real property has been acquired, bonafide options have been taken or formal condemnation proceedings have been initiated for necessary real property).

(h) Contractors Payments. The Municipality agrees to make prompt payment to its contractor(s) of sums due for construction and to retain only such amounts as may be justified by specific circumstances and provisions of the construction contract.

(i) Bid Solicitation. The Municipality agrees that all bid solicitations will include the following statement:

"The prospective participants must certify by submittal of EPA Form 5700-49 "Certification Regarding Debarment, Suspension and Other Responsibility Matters" that, to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency."

(j) Debarment Suspension. The Municipality acknowledges that doing business with any party appearing in the "List of Parties Excluded from Federal Procurement or Non Procurement Programs" may result in disallowance of federal funds under this Loan Contract and may also result in suspension or debarment under 40 CFR Part 32.

(k) Other Federal Requirements. The Municipality agrees to comply with other applicable Federal Requirements in Attachment D hereto.

(l) Project Sign. The Municipality agrees to display the project sign provided by NDEQ. The sign will remain the property of NDEQ and will be retrieved about one year after project completion. The Municipality will remove the sign for NDEQ when requested.

(m) Employment under Public Contracts, LB 403. The Borrower agrees to comply with the provisions of LB403, approved by the Governor April 8, 2009. The following language is required and will be included in all contracts made with contractors and is a pass through requirement for his or her subcontractors.

"The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. If the Contractor is an individual or sole proprietorship, the following applies: 1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us; 2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program; and, 3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108"

(n) Prevailing Wage. All laborers and mechanics employed by contractors and sub contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Public Law 111-88 shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C.App.) and section 3145 of title 40, United States Code.

The Borrower is responsible to insure compliance with the prevailing wage requirements and will include the following information in the contract documents:

Contractors and subcontractors on USEPA federally assisted construction projects are required to pay their laborers and mechanics not less than those established by the U.S. Department of Labor. A

current wage decision containing the appropriate building and/or heavy type rates shall be included in the specifications. In addition, labor standard provisions, Davis Bacon and Related Acts, for federally assisted contracts shall be placed in the federal assurances of project specifications.

If an areawide decision or classification does not exist for the type of work to be performed, building or heavy, a decision or request for authorization of additional classification and rate must be requested from the Labor Department using the Standard Form 1444, Request for Authorization of Additional Classification and Rate available on the web and can be completed on line at: <http://www.wdol.gov/docs/sf1444.pdf>. These types of decisions or classifications are project specific, i.e. they are applicable only to the project for which they are requested and may not be used on any other project. Project decisions generally have an expiration date of 180 days after the date of issuance. Modifications or reissued decisions are applicable to a project if received by NDEQ not less than 10 days prior to bid opening. Modifications to classification and wage rates after bid opening shall be paid to all workers performing work in the new or modified classification from the first day on which work is performed in the additional classification as approved by the Administrator of the Wage and Hour Division, Employment Standards Administration, US Department of Labor.

Weekly Payrolls shall be submitted by the contractor to the Borrower or the Borrower's representative utilizing the Department of Labor Form WH-347. A webform which can be completed on-line is found at <http://www.dol.gov/whd/forms/wh347.pdf>, instructions are also found on-line. The Borrower may also be required to submit copies of the Weekly Payrolls to NDEQ. As to each payroll copy received, the Borrower shall provide written confirmation on a form supplied by NDEQ indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The Borrower or the Borrower's representative shall periodically interview a sufficient number of the contractor's or subcontractor's employees entitled to Davis Bacon prevailing wages to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The Borrower must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 form are available at <http://www.gsa.gov>. At a minimum, the Borrower or the Borrower's representative should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. EPA has issued a waiver from the two week interview interval requirements by a November 16, 2012, EPA Memorandum, Class Deviation – Prevailing Wage Interview Interval Requirement in Clean Water and Drinking Water State Revolving Funds (CWSRF and DWSRF) Capitalization Grants. The provision for two week interview intervals is not a regulatory or statutory requirement and has been superseded by the class deviation. The Borrower or Borrower's representative should conduct such interviews if and when the Borrower or Borrower's representative finds it necessary to ensure that contractors are complying with the prevailing wage requirements.

(o) Human Trafficking. Under the requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

"The Municipality, its employees, sub-recipients under this award, and sub-recipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award."

(p) Buy American Iron and Steel Products. Section 436(a)(1) of H.R. 3547, "Consolidated Appropriations Act, 2014," requires that none of the appropriated funds for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund may be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States. These Buy American requirements apply for the entirety of the construction activities financed by the Loan Contract unless (a) a waiver is provided to the

Assistance Recipient by EPA or (b) compliance would be inconsistent with United States obligations under international agreements. In order to receive a waiver, the Assistance Recipient must send a written request to the EPA Administrator. A decision will be made based on the following criteria:

- (1) The requirement is inconsistent with the public interest for purposes of the project for which a waiver has been requested,
- (2) Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality, or
- (3) Inclusion of iron and steel products produced in the United States will increase the overall cost of the project by more than 25 percent.

If the Administrator receives a request for a waiver, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency. EPA will provide additional guidance on this provision as it becomes available.

The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials."

Iron and steel products that are not 100% compliant with the above requirements should be identified early in the planning and design process and the appropriate justification prepared and waiver process followed to meet the requirement before the project goes to construction.

Buy American Iron and Steel (AIS) requirements are waived if a project has submitted plans and specifications for approval to a State agency, prior to enactment of the Appropriations Act or January 17, 2014 in accordance with the EPA nationwide plans and specifications waiver signed April 15, 2014.

In addition, EPA has granted a nationwide waiver for de minimis incidental components for eligible CWSRF or DWSRF projects, signed April 15, 2014. This action permits the use of products when they occur in de minimis incidental components for such projects funded by the Act that may otherwise be prohibited under section 436(a). Example of incidental components could include small washers, screws, fasteners, (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc. Funds used for such de minimis incidental non-AIS compliant components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project. The cost of an individual non-AIS compliant item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

EPA has provided additional guidance on these AIS provisions which can be found on EPA's website at http://water.epa.gov/grants_funding/aisrequirement.cfm

ARTICLE III

REPRESENTATIONS AND COVENANTS OF MUNICIPALITY

Section 3.01. Representations of the Municipality. The Municipality represents as follows:

(a) Organization and Authority.

(1) The Municipality is a city, town, village, district, association, or other public body created by or pursuant to the constitution and statutes of the State of Nebraska.

(2) The Municipality has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain its Wastewater Treatment Works, to carry on its activities relating thereto, to execute and deliver this Loan Contract, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Loan.

(3) The proceedings of the Municipality's governing body approving this Loan Contract and authorizing its execution, issuance and delivery on behalf of the Municipality, and authorizing the Municipality to undertake and complete the Project have been duly and lawfully adopted.

(4) This Loan Contract has been duly authorized, executed and delivered on behalf of the Municipality, and constitutes the legal, valid and binding obligation of the Municipality enforceable in accordance with its terms.

(b) Full Disclosure. To the best knowledge of the Municipality, after due investigation, there is no fact that the Municipality has not disclosed to NDEQ in writing on the Municipality's application for the Loan or otherwise anything that materially adversely affects or that will materially adversely affect the properties, activities of its Wastewater Treatment Works and Sanitary Sewer Collection System, or the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreement under this Loan Contract.

(c) Non-Litigation. There is no controversy, suit or other proceeding of any kind pending or threatened questioning, disputing or affecting in any way the legal organization of the Municipality or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act taken in connection with obtaining the Loan, or the constitutionality or validity of the indebtedness represented by the Loan Contract, or any of the proceedings had in relation to the authorization or execution or the pledging of the revenues of the Municipality's Wastewater Treatment Works, or the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Contract.

(d) Compliance with Existing Laws and Agreements. The authorization, execution and delivery of this Loan Contract by the Municipality, and the performance by the Municipality of its duties, covenants, obligations and agreements there under will not result in any breach of any existing law or agreement to which the Municipality is a party.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default. The Municipality is not in violation of any agreement, which would materially adversely affect the ability of the Municipality to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Contract.

(f) Governmental Consent. The Municipality has obtained all permits and approvals required to date under this Loan Contract or for the undertaking or completion of the Project and the financing or refinancing thereof. The Municipality has complied with all applicable provisions of law requiring any notification, with any governmental body or officer in connection with this Loan Contract or with the undertaking or completion of the Project and the financing or refinancing thereof.

(g) Compliance with Law. The Municipality:

(1) is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, including, without limitation, any public hearing or public notice requirements or environmental review requirements contained in the Regulations, with which the failure to comply would materially adversely affect the ability of the Municipality to conduct its activities, enter into this Loan Contract or undertake or complete the Project; and

(2) has obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property which, if not obtained, would materially adversely affect the ability of the Municipality to complete the Project.

(h) Use of Loan Proceeds. The Municipality will apply the proceeds of the Loan as described in Article II: (1) to finance or refinance a portion of the Project Costs; and (2) where applicable, to reimburse the Municipality for a portion of the Project Costs, which portion was paid or incurred in anticipation of reimbursement by NDEQ and is eligible for such reimbursement pursuant to the Regulations. All of such costs constitute Project Costs for which NDEQ is authorized to make Loans to the Municipality pursuant to the Act and the Regulations.

(i) Project Costs. The Municipality certifies that the Project Costs, as listed in Attachment B, are reasonable and accurate estimations and, upon direction of NDEQ, will supply the same with a certificate from its engineer stating that such costs are reasonable and accurate estimations, taking into account investment income, if any, to be realized during the course of construction of the Project and other money that would, absent the Loan, have been used to pay the Project Costs.

Section 3.02. Particular Covenants of the Municipality.

(a) Dedicated Source of Revenue for Repayment of the Loan. The Municipality hereby pledges the Wastewater User Charge as the dedicated source of revenue for the repayment of the Loan. The pledge herein provided for is made in accordance with and under the terms of Ordinance No. 9493 and is on an equal basis with the pledges made under the ordinances described below in this Subsection 3.02(a). The Municipality shall fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the Municipality's Wastewater Treatment Works and Sanitary Sewer Collection System, including all improvements and additions hereafter constructed or acquired by the Municipality, as will provide revenues sufficient to (i) pay the cost of the operation and maintenance, and replacement of the Wastewater Treatment Works and Sanitary Sewer Collection System, (ii) pay at least 110% of the principal of and interest on the Loan as and when the same become due, and (iii) pay all other amounts due at any time under this Loan Contract, provided, however, the lien of NDEQ on the revenues of the Municipality's Wastewater Treatment Works and Sanitary Sewer Collection System shall be on a parity with the lien on such revenues of the Municipality's outstanding Sewer System Revenue and Refunding Bonds issued pursuant to and referred to in Ordinance No. 9434 of the City of Grand Island, Nebraska, any Sewer System Revenue Bonds now outstanding and any additional Sewer System revenue bonds hereafter issued on parity with such outstanding revenue bonds. These revenues shall be set aside as collected and deposited in a separate fund with at least two separate accounts, one for the operation and maintenance costs and the other for principal and interest payments on the Loan. The Municipality shall deposit monthly, in the Loan payment account, an amount equal to at least one-sixth of the anticipated amount due on the next Loan payment date. The Municipality agrees to develop the User Charge System based on actual or estimated use of wastewater treatment services, providing that each user or user class pay its proportionate share of operation and maintenance (including replacement) costs within the Municipality's service area, based on the user's proportionate contribution to the total wastewater loading from all users or user classes and to conduct at least a biennial review of user charge rates to review the adequacy of the user charge rates. The Municipality agrees the initial financial analysis performed by NDEQ in Attachment C is a reasonable estimate of the Project Costs, of the financial situation of the Municipality in relation to this Project, and of the user charges necessary at the time of initiation of operation of the Project. The NDEQ may review this information annually to insure the Municipality's compliance with the Loan conditions and update Attachment C to reflect any changes.

(b) Performance Under Loan Contract. The Municipality covenants and agrees:

(1) to comply with all applicable State and Federal laws, rules and regulations (including, but not limited to the Federal crosscutting issues listed in Appendix F of the EPA's Initial Guidance for State Revolving Funds and set forth on Attachment D hereto and NDEQ Regulations), in the performance of this Loan Contract; and

(2) to cooperate with NDEQ in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and NDEQ under this Loan Contract.

(c) Completion of Project and Provision of Moneys Therefore. The Municipality covenants and agrees:

(1) to exercise its best efforts in accordance with prudent wastewater treatment utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date set forth in Article II hereto; and

(2) to provide from its own financial resources all moneys, in excess of the total amount of proceeds it receives under the Loan, required to complete the Project.

(d) Delivery of Documents. Concurrently with the delivery of this Loan Contract (as previously authorized and executed) at the Loan Closing, the Municipality will cause to be delivered to NDEQ each of the following items:

(1) Counterparts of this Loan Contract (as previously executed by parties hereto);

(2) copies of the ordinances and/or resolutions of the governing body of the Municipality authorizing the execution and delivery of this Loan Contract certified by an Authorized Representative;

(3) an Opinion of Municipality's Counsel substantially in the form of Attachment E hereto;

(4) an executed Note (or other evidence of indebtedness) evidencing the Municipality's obligations under this Loan Contract in the form of Attachment F; and

(5) such other certificates, documents, opinions and information as NDEQ may require.

(e) Operation and Maintenance of Wastewater Treatment System and Sanitary Sewer Collection System. The Municipality covenants and agrees that it shall, in accordance with prudent and Sanitary Sewer Collection System wastewater treatment utility practice:

(1) at all times operate the properties of its Wastewater Treatment Works and Sanitary Sewer Collection System in an efficient manner; and

(2) maintain its Wastewater Treatment Works and Sanitary Sewer Collection System, making all necessary and proper repairs, renewals, replacements, additions, betterments and improvements necessary to maintain its system in good repair, working order and operating condition.

(f) Disposition of Wastewater Treatment Works and Sanitary Sewer Collection System. The Municipality covenants that it intends to own and operate the Project at all times during the term of the Loan. The Municipality does not know of any reason why the Project will not be so used in the absence of (i) supervening circumstances not anticipated by the Municipality at the time of the Loan, (ii) adverse circumstances beyond the control of the Municipality or (iii) obsolescence of such insubstantial parts or portions of the Project as may occur as a result of normal use thereof.

The Municipality shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Wastewater Treatment Works and Sanitary Sewer Collection System except on ninety (90) days' prior written notice to NDEQ and, in any event, shall not sell, lease, abandon or otherwise dispose of the same unless the Municipality shall in accordance with Section 4.02 hereof assign this Loan Contract and its rights and interests hereunder to the purchaser or lessee of the Wastewater Treatment Works and Sanitary Sewer Collection System and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Municipality under this Loan Contract. In no event shall the Municipality sell, lease, abandon or otherwise dispose of the Wastewater Treatment Works and Sanitary Sewer Collection System to any person or entity other than a municipal corporation or other political subdivision of the State of Nebraska or any combination thereof, that has legal responsibility to treat wastewater.

Before any proposed disposition of the Wastewater Treatment Works and Sanitary Sewer Collection System can be made, the Municipality shall provide NDEQ with an opinion of a nationally recognized bond counsel that such proposed disposition is permitted by the provisions of this subparagraph, and further, that such disposition shall not endanger the exclusion from gross income for federal income tax purposes of the interest on any bonds issued to fund deposits into the Fund, nor shall it relieve the Municipality of its duties, covenants, obligations and agreements under this Loan Contract.

(g) Records and Accounts.

(i) The Municipality shall keep accurate records and accounts for its Wastewater Treatment System (the "System Records"), which shall be separate and distinct from its other records and accounts (the "General Accounts"). The System Records and General Accounts shall be made available for inspection upon request by NDEQ at any reasonable time. The Municipality shall, upon written request by NDEQ during the term of the Loan, perform and provide NDEQ a written audit of its System Records and/or General Accounts, provided such audit shall not be due to NDEQ sooner than 210 days following the close of the fiscal year, or years, identified in the request for audit. In the event that during the period in which the Project financed by this agreement is under construction, and the Municipality expends, for any purpose, total federal funds in excess of \$500,000 during the Municipality's fiscal year, then the Municipality shall, irrespective of any request from NDEQ, provide NDEQ a copy of the single agency audit made on the Municipality's General Accounts performed by an independent registered municipal accountant required in such cases by the Federal Single Audit Act Amendments of 1996, OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. In the sole discretion of NDEQ, any requirement herein to perform and/or provide an audit at the request of NDEQ may be waived by NDEQ on the basis of the Municipality's receipt of an audit waiver received from some other government agency and accurately acknowledging the Municipality's obligation to NDEQ under this Loan or for any other reason acceptable to NDEQ.

(ii) The Municipality shall maintain its accounts in accordance with generally accepted government accounting standards defined in the Government Accounting, Auditing, and Financial Reporting Manual (1994 Ed.), or any other more current edition thereafter, issued by the Government Finance Officers Association. The Municipality's Basic Financial Statements shall comply with the government-wide perspective model and, where applicable, the Statement of Infrastructure Assets proscribed by Government Accounting Standards Board Statement 34.

(h) Inspections; Information. The Municipality shall permit the EPA, NDEQ and any party designated by NDEQ to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the EPA and NDEQ may reasonably require in connection therewith.

(i) Insurance. The Municipality will carry and maintain such reasonable amount of all risk insurance on all properties and all operations of the Wastewater Treatment Works and Sanitary Sewer Collection System as

would be carried by similar sized municipal operators of Wastewater Treatment Works and Sanitary Sewer Collection System, insofar as the properties are of an insurable nature. The Municipality also will carry general liability insurance in amounts not less than the maximum liability of a governmental entity for claims arising out of a single occurrence, as provided by the Nebraska Political Subdivisions Tort Claims Act, Neb.Rev.Stat. §§13-901 to 13-926, or other similar future law.

(j) Continuing Representations. The representations of the Municipality contained herein shall be true at the time of the execution of this Loan Contract and at all times during the term of this Loan Contract.

(k) Notice of Material Adverse Change. The Municipality shall promptly notify NDEQ of any material adverse change in the activities, prospects or condition (financial or otherwise) of the Municipality's Wastewater Treatment Works and Sanitary Sewer Collection System, or in the ability of the Municipality to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Contract.

(l) Additional Covenants and Requirements. If necessary in connection with the making of the Loan, additional covenants and requirements have been included. The Municipality agrees to observe and comply with each such additional covenant and requirement, if any.

ARTICLE IV

ASSIGNMENT

Section 4.01. Assignment and Transfer by NDEQ. The Municipality hereby approves and consents to any assignment or transfer of this Loan Contract that NDEQ deems necessary in connection with the operation and administration of the Fund. The Municipality hereby specifically approves the assignment and pledging of the interest portion of the Loan Repayments to NIFA.

Section 4.02. Assignment by the Municipality. This Loan Contract may not be assigned by the Municipality for any reason, unless the following conditions shall be satisfied:

(a) NDEQ shall have approved said assignment in writing;

(b) the assignee is a village, town, city, district, association, county or other public body created by or pursuant to State law of the State of Nebraska or any combination thereof, that has legal responsibility to treat wastewater;

(c) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, and obligations under this Loan Contract; provided, however, such assignment shall not relieve the Municipality of its duties, covenants, and obligations under this Loan Contract;

(d) the assignment will not adversely impact NDEQ's ability to meet its duties, covenants and obligations under the Pledge Agreement nor may the assignment endanger the exclusion from gross income for federal tax purposes of the interest on any bonds issued by NIFA to fund deposits into the Fund; and

(e) the Municipality shall provide NDEQ with an opinion of a nationally recognized bond counsel that each of the conditions set forth in subparagraphs (b), (c), and (d) hereof have been met.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Events of Default and Remedies.

(a) Violation or noncompliance of any of the provisions of this Loan and Ordinance No. 9493 by the Municipality or failure of the Municipality to complete and maintain the Project in the manner proposed by the Municipality and approved by the NDEQ may result in a cancellation of this Loan and a demand that any outstanding balance of principal and interest be paid immediately.

(b) In the event that the Municipality makes a late payment pursuant to the Loan repayment schedule in Attachment A, the NDEQ may assess a penalty. Late payments will subject the Municipality to a 5 percent administrative penalty on the delinquent amount. Penalty interest shall accrue at the rate of 1 percent per month of the amount of the late payment from and after the due date until it is paid.

(c) If the Municipality fails to make any payment of principal and interest, late fee, and penalty interest imposed pursuant to this Loan within sixty days of the due dates specified in Section 2.05, the payment shall be deducted from the amount of aid to municipalities to which the Municipality is entitled under Neb. Rev. Stat. §§77-27,136 to 77-27,137.01. Such amount shall be paid directly to the Wastewater Treatment Facilities Construction Loan Fund.

Section 5.02. Notice of Default. Before any action is taken under this Article, the NDEQ shall give thirty days written notice of the NDEQ's intent to the Municipality. The Municipality shall have the thirty day time period to comply with the violated contractual term. If compliance is achieved the Loan shall revert to good standing.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Hold Harmless Agreement. The State of Nebraska and the NDEQ, and the officers, agents, and employees of each, shall have no responsibility or liability for the construction, operation and maintenance of the Project.

Section 6.02. Waivers. Any waiver at any time of rights or duties under this Loan Contract shall not be deemed to be a waiver of any subsequent right or duty under this Loan Contract.

Section 6.03. Amendments, Supplements and Modifications. This Loan Contract may not be amended, supplemented or modified without the prior written consent of NIFA; provided, however, the consent of NIFA is not required to revise Attachment B and Attachment C hereto. An executed copy of any amendment to this Loan Contract including revision of Attachments shall be immediately provided to NIFA.

Section 6.04. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Municipality, NDEQ, and NIFA at the following addresses:

(a) MUNICIPALITY

City of Grand Island
100 East First Street
PO Box 1968
Grand Island, NE 68802-1968

(b) NDEQ:
Department of Environmental Quality
Suite 400
1200 "N" Street, The Atrium
P.O. Box 98922
Lincoln, NE 68509-8922

(c) NIFA:
Nebraska Investment Finance Authority
200 Commerce Court
1230 "O" Street
Lincoln, NE 68508

All notices given by registered or certified mail as aforesaid shall be deemed duly given as of the date they are so mailed. Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.05. Severability. In the event any provision of this Loan Contract shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 6.06. Binding Effect. This Loan Contract shall inure to the benefit of and shall be binding upon NDEQ and the Municipality and their respective successors and assigns.

Section 6.07. Execution in Counterparts. This Loan Contract may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.08. Governing Law and Regulations. This Loan Contract shall be governed by and construed in accordance with the laws of the State of Nebraska, including the Act and the Regulations which Regulations are, by this reference thereto, incorporated herein as a part of this Loan Contract.

Section 6.09. Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Contract, such consent or approval may only be given by NDEQ.

Section 6.10. Further Assurances. The Municipality shall, at the request of NDEQ, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Contract.

IN WITNESS THEREOF, the parties hereto have caused this Loan Contract to be executed and delivered as of the date set forth below.

CITY OF GRAND ISLAND, NEBRASKA

By _____
Title Mayor
Date _____

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

By _____
Title Director
Date _____

INDEX OF ATTACHMENTS

- Attachment A - Projected Loan Repayment Schedule
- Attachment B - Project Costs and Projected Outlay Schedule
- Attachment C - Financial Analysis
- Attachment D - List of Federal Laws and Authorities
- Attachment E - Municipality's Counsel's Opinion
- Attachment F - Promissory Note
- Attachment G - Certificate
- Attachment H – Other Documents

ATTACHMENT A

PROJECTED LOAN REPAYMENT SCHEDULE

Interest accruing before June 15, 2017, which is not reflected on the following amortization schedule shall be billed and paid in accordance with NDEQ's procedures as in effect from time to time. Interest shall accrue at the applicable rate (set forth in Section 2.03 of the Contract for Loan) as to the amount drawn and outstanding from time to time during the payment period, with payments due on June 15 and December 15 of each year, commencing December 15, 2014. Amounts due will be billed on or about May 15 and November 15 of each year for each six-month payment period ending on the set interest payment date. Interest accruing on any principal amounts drawn after the billing date are to be paid as an addition to the billing for the next interest payment period.

ATTACHMENT A
TO THE LOAN CONTRACT BETWEEN NDEQ AND
THE COMMUNITY OF Grand Island
PROJECT NUMBER C317981
LOAN AMORTIZATION SCHEDULE (PROJECTED)

PRINCIPAL = 1,000,000.00 TERM YEARS = 20
INTEREST RATE = 1.25 FEE RATE = 1.00

DUE DATE OF PAYMENT	TOTAL PAYMENT = FEE PAYMENT +		LOAN PAYMENT		INTEREST PAYMENT +		PRINCIPAL PAYMENT -		BEGINNING BALANCE -		PRINCIPAL PAYMENT =		ENDING BALANCE	
15-Jun-2017	33,332.71	= 5,000.00 +	28,332.71		28,332.71	= 6,250.00 +	22,082.71		1,000,000.00 -	22,082.71	=	977,917.29		
15-Dec-2017	33,222.30	= 4,889.59 +	28,332.71		28,332.71	= 6,111.98 +	22,220.73		977,917.29 -	22,220.73	=	955,696.56		
15-Jun-2018	33,111.19	= 4,778.48 +	28,332.71		28,332.71	= 5,973.10 +	22,359.61		955,696.56 -	22,359.61	=	933,336.95		
15-Dec-2018	32,999.39	= 4,666.68 +	28,332.71		28,332.71	= 5,833.36 +	22,499.35		933,336.95 -	22,499.35	=	910,837.60		
15-Jun-2019	32,886.90	= 4,554.19 +	28,332.71		28,332.71	= 5,692.74 +	22,639.97		910,837.60 -	22,639.97	=	888,197.63		
15-Dec-2019	32,773.70	= 4,440.99 +	28,332.71		28,332.71	= 5,551.24 +	22,781.47		888,197.63 -	22,781.47	=	865,416.16		
15-Jun-2020	32,659.79	= 4,327.08 +	28,332.71		28,332.71	= 5,408.85 +	22,923.86		865,416.16 -	22,923.86	=	842,492.30		
15-Dec-2020	32,545.17	= 4,212.46 +	28,332.71		28,332.71	= 5,265.58 +	23,067.13		842,492.30 -	23,067.13	=	819,425.17		
15-Jun-2021	32,429.84	= 4,097.13 +	28,332.71		28,332.71	= 5,121.41 +	23,211.30		819,425.17 -	23,211.30	=	796,213.87		
15-Dec-2021	32,313.78	= 3,981.07 +	28,332.71		28,332.71	= 4,976.34 +	23,356.37		796,213.87 -	23,356.37	=	772,857.50		
15-Jun-2022	32,197.00	= 3,864.29 +	28,332.71		28,332.71	= 4,830.36 +	23,502.35		772,857.50 -	23,502.35	=	749,355.15		
15-Dec-2022	32,079.49	= 3,746.78 +	28,332.71		28,332.71	= 4,683.47 +	23,649.24		749,355.15 -	23,649.24	=	725,705.91		
15-Jun-2023	31,961.24	= 3,628.53 +	28,332.71		28,332.71	= 4,536.93 +	23,797.05		725,705.91 -	23,797.05	=	701,908.86		
15-Dec-2023	31,842.25	= 3,509.54 +	28,332.71		28,332.71	= 4,386.93 +	23,945.78		701,908.86 -	23,945.78	=	677,963.08		
15-Jun-2024	31,722.53	= 3,389.82 +	28,332.71		28,332.71	= 4,237.27 +	24,095.44		677,963.08 -	24,095.44	=	653,867.64		
15-Dec-2024	31,602.05	= 3,269.34 +	28,332.71		28,332.71	= 4,086.67 +	24,246.04		653,867.64 -	24,246.04	=	629,621.60		
15-Jun-2025	31,480.82	= 3,148.11 +	28,332.71		28,332.71	= 3,935.14 +	24,397.57		629,621.60 -	24,397.57	=	605,224.03		
15-Dec-2025	31,358.83	= 3,026.12 +	28,332.71		28,332.71	= 3,782.65 +	24,550.06		605,224.03 -	24,550.06	=	580,673.97		
15-Jun-2026	31,236.08	= 2,903.37 +	28,332.71		28,332.71	= 3,629.21 +	24,703.50		580,673.97 -	24,703.50	=	555,970.47		
15-Dec-2026	31,112.56	= 2,779.85 +	28,332.71		28,332.71	= 3,474.82 +	24,857.89		555,970.47 -	24,857.89	=	531,112.58		
15-Jun-2027	30,988.27	= 2,655.56 +	28,332.71		28,332.71	= 3,319.45 +	25,013.26		531,112.58 -	25,013.26	=	506,099.32		
15-Dec-2027	30,863.21	= 2,530.50 +	28,332.71		28,332.71	= 3,163.12 +	25,169.59		506,099.32 -	25,169.59	=	480,929.73		
15-Jun-2028	30,737.36	= 2,404.65 +	28,332.71		28,332.71	= 3,005.81 +	25,326.90		480,929.73 -	25,326.90	=	455,602.83		
15-Dec-2028	30,610.72	= 2,278.01 +	28,332.71		28,332.71	= 2,847.52 +	25,485.19		455,602.83 -	25,485.19	=	430,117.64		
15-Jun-2029	30,483.30	= 2,150.59 +	28,332.71		28,332.71	= 2,688.24 +	25,644.47		430,117.64 -	25,644.47	=	404,473.17		
15-Dec-2029	30,355.08	= 2,022.37 +	28,332.71		28,332.71	= 2,527.96 +	25,804.75		404,473.17 -	25,804.75	=	378,668.42		
15-Jun-2030	30,226.05	= 1,893.34 +	28,332.71		28,332.71	= 2,366.68 +	25,966.03		378,668.42 -	25,966.03	=	352,702.39		
15-Dec-2030	30,096.22	= 1,763.51 +	28,332.71		28,332.71	= 2,204.39 +	26,128.32		352,702.39 -	26,128.32	=	326,574.07		
15-Jun-2031	29,965.58	= 1,632.87 +	28,332.71		28,332.71	= 2,041.09 +	26,291.62		326,574.07 -	26,291.62	=	300,282.45		
15-Dec-2031	29,834.12	= 1,501.41 +	28,332.71		28,332.71	= 1,876.77 +	26,455.94		300,282.45 -	26,455.94	=	273,826.51		
15-Jun-2032	29,701.84	= 1,369.13 +	28,332.71		28,332.71	= 1,711.42 +	26,621.29		273,826.51 -	26,621.29	=	247,205.22		
15-Dec-2032	29,568.74	= 1,236.03 +	28,332.71		28,332.71	= 1,545.03 +	26,787.68		247,205.22 -	26,787.68	=	220,417.54		
15-Jun-2033	29,434.80	= 1,102.09 +	28,332.71		28,332.71	= 1,377.61 +	26,955.10		220,417.54 -	26,955.10	=	193,462.44		
15-Dec-2033	29,300.02	= 967.31 +	28,332.71		28,332.71	= 1,209.14 +	27,123.57		193,462.44 -	27,123.57	=	166,338.87		
15-Jun-2034	29,164.40	= 831.69 +	28,332.71		28,332.71	= 1,039.62 +	27,293.09		166,338.87 -	27,293.09	=	139,045.78		
15-Dec-2034	29,027.94	= 695.23 +	28,332.71		28,332.71	= 869.04 +	27,463.67		139,045.78 -	27,463.67	=	111,582.11		
15-Jun-2035	28,890.62	= 557.91 +	28,332.71		28,332.71	= 697.39 +	27,635.32		111,582.11 -	27,635.32	=	83,946.79		
15-Dec-2035	28,752.44	= 419.73 +	28,332.71		28,332.71	= 524.67 +	27,808.04		83,946.79 -	27,808.04	=	56,138.75		
15-Jun-2036	28,613.40	= 280.69 +	28,332.71		28,332.71	= 350.87 +	27,981.84		56,138.75 -	27,981.84	=	28,156.91		
15-Dec-2036	28,473.67	= 140.78 +	28,332.89		28,332.89	= 175.98 +	28,156.91		28,156.91 -	28,156.91	=	0.00		
TOTALS	1,239,955.40	= 106,646.82	1,133,308.58		1,133,308.58	= 133,308.58	1,000,000.00		1,000,000.00	1,000,000.00	=	1,000,000.00		

ATTACHMENT B
CITY OF GRAND ISLAND, NEBRASKA
CWSRF PROJECT NO. C317981

PROJECT COSTS

Construction Cost	<u>\$1,000,000</u>
TOTAL ESTIMATED PROJECT COST	<u>\$1,000,000</u>

SOURCE OF FUNDS

NDEQ CWSRF Loan (green project reserve)	<u>\$1,000,000</u>
TOTAL NDEQ FINANCING	<u>\$1,000,000</u>

OUTLAY SCHEDULE

January 2015	\$ 300,000
February 2015	300,000
March 2015	<u>400,000</u>
TOTAL	<u>\$1,000,000</u>

ATTACHMENT C
FINANCIAL CAPABILITY ANALYSIS
GRAND ISLAND, NEBRASKA

CWSRF Project Numbers C317867 and C317981

Grand Island has requested CWSRF loan assistance of \$40,000,000 in Fiscal Years 2014 – 2017 to finance sanitary sewer improvement projects. This Financial Capability Analysis is prepared to assess the City's ability to repay existing sewer revenue bond debt as well as the estimated CWSRF debt thru fiscal year 2038.

The documents reviewed and used to complete this analysis are:

1. Audit reports for the City of Grand Island, for the years ending September 30, 2010, 2011, 2012 and 2013.
2. Application for State and/or Federal Assistance, January 23, 2014
3. Sewer Revenue Bonds, 9/17/2013.
4. Report on Revenue Requirements, Cost of Service and Rates for Wastewater Service, dated October 1, 2013 prepared by Black & Veatch.

Table 1

Grand Island Sewer Fund Financial Summary FY 2010 – FY 2013

Fiscal Year	Operating Income	Operating Expense (1)	Net Revenue	Debt Service	Debt Coverage Ratio
2010	\$9,338,088	\$5,908,172	\$3,429,916	\$1,759,323	1.95
2011	\$8,725,053	\$5,376,869	\$3,348,184	\$1,758,191	1.90
2012	\$8,374,864	\$4,787,445	\$3,587,419	\$1,718,220	2.09
2013	\$8,713,747	\$5,339,743	\$3,374,004	\$3,125,069	1.08

(1) Depreciation & Interest Expense is not included.

In FY 2013 Grand Island paid off Sewer System Revenue and Refunding Bonds dated June 25, 2003. The pay off included a principal balance of \$3,050,000 plus accrued interest of \$75,069. The City of Grand Island issued Sewer System Revenue Bonds dated September 17, 2013, with original issue amount of \$35,430,000. Interest ranges from 0.50 to 5.375% with final maturity on September 15, 2038. The City funded the headworks project and North Interceptor phase 1 with this revenue bond debt. Construction for the work funded by the September 17, 2013 revenue bond issue is expected to be complete in March, 2015.

User Fee Impacts

The City of Grand Island approved current sewer rates by passing Resolution 2013-331 effective October 1, 2013. A typical small residential customer who uses 500 cubic feet of water per month currently pays a sewer rate \$18.64/month. The City of Grand Island hired Black & Veatch to evaluate the finances of their sewer utility and to prepare a rate study. Black and Veatch prepared a report dated October 1, 2013 and titled "Revenue Requirements, Cost of Service and Rates for Wastewater Service." Table B presents estimated sewer rates that should get implemented effective October 1, 2014, 2015, 2016 & 2017. The revenues from the projected sewer rates are expected to support the operation and maintenance of the sewer utility, service the sewer revenue bond debt in the amount of \$35,430,000 and to service the debt due to the proposed CWSRF debt in the amount of \$40,000,000. The sewer rate for a typical customer who uses 500 cubic feet of water is estimated to be \$25.94/month in fiscal year 2017.

Table B

City of Grand Island, NE Wastewater Utility Proposed Rates

	Charges to be Effective October 1,			
	2013	2014	2015	2016
Sewer Service Charge - \$/month				
All Customers	8.24	8.24	8.24	8.24
Volume Charge - \$/Ccf				
Low Strength Industrial Dischargers	1.47	1.96	2.23	2.47
Non-Sanitary Sewer Flow (a)	1.18	1.18	1.18	1.18
Sanitary Sewer Flow	2.52	3.01	3.28	3.52
Excess Strength Surcharge - \$/lb				
BOD over 250 mg/l	0.3844	0.3844	0.3844	0.3844
Suspended Solids over 250 mg/l	0.2533	0.2533	0.2533	0.2533
Oil & Grease over 100 mg/l	0.0832	0.0845	0.0858	0.0872
Low Strength Industrial Dischargers				
BOD over 0 mg/l	0.3844	0.3844	0.3844	0.3844
Suspended Solids over 0 mg/l	0.2533	0.2533	0.2533	0.2533
Oil & Grease over 0 mg/l	0.0832	0.0845	0.0858	0.0872
TKN over 30 mg/l	0.5701	0.6314	0.6927	0.7539
Nitrates over 25 mg/l	1.8739	1.8810	1.8881	1.8953

(a) Applicable to flow discharged from JBS' pretreatment lagoons through their sewer main connecting directly to the City's wastewater treatment plant.

Ccf = Hundred Cubic Feet
 BOD = Biochemical Oxygen Demand
 TKN = Total Kjeldahl Nitrogen
 mg/l = milligram per liter

Table 2 represents the estimated revenue and expenses of the Grand Island Sewer Utility in FY 2014, 2015, 2016 & 2017. This information is obtained from the Black & Veatch study.

Table 2

Estimate of Revenue & Expenses FY 2014 - FY 2017

Fiscal Year Starting October 1	Estimated Revenue	Estimated Operating Expense	Estimated Net Revenue	Debt Service	Debt Coverage Ratio
2014	\$9,915,500	\$5,543,200	\$4,372,300	\$3,014,400	1.45
2015	\$11,060,800	\$5,859,700	\$5,201,100	\$2,361,300	2.2
2016	\$11,794,600	\$6,231,000	\$5,563,600	\$3,032,800	1.83
2017	\$12,650,900	\$6,632,400	\$6,018,500	\$3,870,500	1.56

Funds Available for State Intercept

State Aid to Cities	\$0	
Highway Allocations, FY 2013	\$3,791,667	
TOTAL	\$3,791,667	
Proposed CWSRF Loan #C317867 P&I	\$348,362	
Proposed CWSRF Loan #C317981 P&I	\$56,665	

State intercept total is more than the annual CWSRF principal and interest loan payments.

Recommendation: The City of Grand Island's sewer rate is 0.7% of the median household income. Since the City of Grand Island's sewer rate is less than the 2% guideline from EPA, the City is eligible to receive the CWSRF loan. We recommend that the Department award a CWSRF Loan to the City of Grand Island.

**ATTACHMENT D
LIST OF FEDERAL LAWS AND AUTHORITIES**

ENVIRONMENTAL:

- Archeological and Historic Preservation Act of 1974, Pub. L. 93-291
- Clean Air Act, 42 U.S.C. 7506(c)
- Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq.
- Coastal Zone Management Act of 1972, Pub. L. 92-583, as amended
- Endangered Species Act, 16 U.S.C. 1531 et seq.
- Executive Order 11593, Protection and Enhancement of Cultural Environment
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Farmland Protection Policy Act, 7 U.S.C. 4201 et seq
- Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- National Historic Preservation Act of 1966, Pub. L. 89-665, as amended
- Safe Drinking Water Act, Pub. L. 92-523, as amended
- Wild and Scenic Rivers Act, Pub. L. 90-542, as amended

ECONOMIC :

- Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended
- Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans

SOCIAL LEGISLATION:

- Age Discrimination Act of 1975, Pub. L. 94-135
- Title VI of the Civil Rights Act of 1964, Pub. L. 88-352
- Section 13 of Pub. L. 92-500, Prohibition against sex discrimination under the Federal Water Pollution Control Act
- Equal Employment Opportunity, Executive Order 11246
- Women's and Minority Business Enterprise, Executive Orders 11625 and 12138
- Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112, (including Executive Orders 11914 and 11250)

MISCELLANEOUS AUTHORITY

- Uniform Relocation and Real Property Acquisition Policies Act of 1970, Pub. L. 91-646
- Executive Order 12549 - Debarment and Suspension
- Nebraska Clean Water State Revolving Loan Fund #CS - 310001

ATTACHMENT E

Form of Opinion of Municipality's Counsel

[USE MUNICIPALITY'S OR COUNSEL'S LETTERHEAD]

[Date]

[NOTE: Any of the opinions given below may be given in reliance upon the opinion of another Bond Counsel, and one Bond Counsel may give some of the opinions and another Bond Counsel may give others.]

Nebraska Investment Finance Authority
200 Commerce Court
1230 O Street
Lincoln, NE 68508
Attention: Executive Director

Nebraska Department of Environmental Quality
Suite 400
1200 N Street, The Atrium
Post Office Box 98922
Lincoln, NE 68509-8922
Attention: Water Quality Division

Trustee:

Ladies and Gentlemen:

[I/We] have acted as [Bond] Counsel in connection with the execution and delivery by [NAME OF MUNICIPALITY], a [TYPE OF ENTITY] (the "Municipality"), of a Contract for Loan No. C317981 (the "Loan Contract") between the Municipality and the Nebraska Department of Environmental Quality ("NDEQ") and the issuance of a promissory note (the "Note") by the Municipality to NDEQ. All terms used in this opinion letter and not defined shall have the meanings given to them in the Loan Contract.

In this connection, [I/we] have examined the following:

- (a) Certified copies of the [DESCRIBE RESOLUTION AND/OR ORDINANCE PURSUANT TO WHICH LOAN AGREEMENT AND NOTE ARE TO BE ENTERED INTO];
- (b) An executed counterpart of the Loan Contract;
- (c) The executed Note; and
- (d) Such other documents as [I/we] deemed relevant and necessary in rendering this opinion.

As to questions of fact material to [my/our] opinion, [I/we] have relied upon the certified proceedings and other certifications of public officials furnished to [me/us] without undertaking to verify the same by independent investigation.

Based upon the foregoing [I am/we are] of the opinion that:

1. The Municipality is a **[CITY, VILLAGE, SID OR OTHER]** duly organized and validly existing under the laws of the State of Nebraska.

2. The Municipality is a governmental unit, as such term is used in Section 141(b)(6) of the Internal Revenue Code of 1986, as amended.

3. The Municipality has the power and authority to enter into the Loan Contract, to issue the Note, to borrow the entire principal amount provided for in Section 2.01 of the Loan Contract (the "Principal Amount") and to perform its obligations under the Loan Contract and the Note.

4. The Loan Contract and the Note have been duly authorized, executed and delivered by the Municipality and are, and would be if the entire Principal Amount were advanced to the Municipality pursuant to the Loan Contract on the date of this opinion, valid and legally binding special obligations of the Municipality, payable solely from the sources provided therefor in the Loan Contract, enforceable in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, insolvency or other similar laws affecting creditors' rights generally and general principles of equity.

5. Pursuant to §18-1803 through 18-1805 the Loan Contract creates a valid lien on the funds pledged by the Municipality pursuant to Section 3.02 of the Loan Contract for the security of the Loan Contract and the Note and no other debt of the Municipality is secured by a superior lien on such funds.

6. The Municipality has obtained or made all approvals, authorizations, consents or other actions of, and filings, registrations or qualifications with, the Municipality or any other government authority which are legally required to allow the Municipality to enter into and perform its obligations under the Loan Contract and the Note and borrow the full Principal Amount pursuant to the Loan Contract and the Note.

Very truly yours,

ATTACHMENT F

PROMISSORY NOTE OF THE CITY OF GRAND ISLAND, NEBRASKA

FOR VALUE RECEIVED, the undersigned (the "Municipality") promises to pay, but solely from the sources described herein, to the order of the Nebraska Department of Environmental Quality ("NDEQ"), or its successors and assigns, the principal sum of not to exceed \$1,000,000 to the extent disbursed pursuant to Section 2.01 and Section 2.04 of the Loan Contract No. C317981 ("the Loan Contract"), with interest on each such amount until paid, as provided in Section 2.01 and 2.03 of the Loan Contract between NDEQ and the Municipality. In addition, the Municipality shall pay an Administrative Fee on the outstanding principal amount of this Note at the rate of 1.0 percent per annum as provided in the Loan Contract. The said principal and interest and Administrative Fee shall be payable in semiannual installments each payable on December 15 and June 15 of each year in accordance with Section 2.05 of the Loan Contract. Each installment shall be in the amount set forth opposite its due date in Attachment A to the Loan Contract.

All payments under this Note shall be payable at the offices of NDEQ in Lincoln, Nebraska, and upon the assignment of this Note to NIFA, at the principal corporate trust office of a Trustee designated by NIFA, or such other place as NDEQ may designate in writing.

This Note is issued pursuant to and is secured by the Loan Contract and Ordinance No. 9493 of the City of Grand Island, Nebraska, the terms and provisions of which are incorporated herein by reference.

All payments of principal of and interest on this Note and other payment obligations of the Municipality hereunder shall be limited obligations of the Municipality payable solely out of the Wastewater User Charge (as defined in the Loan Contract), on a parity with revenue bonds, presently outstanding or hereafter issued pursuant to Ordinances No. 9434 of the Municipality and pursuant to the Ordinance and shall not be payable out of any other revenues of the Municipality. The obligations of the Municipality under this Note shall never constitute or give rise to a charge against its general credit or taxing power. This note shall not be a debt of the municipality within the meaning of any constitutional statutory or charter limitation upon the creation of general obligation indebtedness of the Municipality.

If default be made in the payment of any installment due under this Note or by the occurrence of any one or more of the Events of Default specified in Article V of the Loan Contract and if such Event of Default is not remedied as therein provided, or by failure to comply with any provision of the Ordinance, NDEQ then, or at any time thereafter, may give notice to the Municipality that all unpaid amounts of this Note then outstanding, together with all other unpaid amounts outstanding under the Loan Contract, are due and payable immediately, and thereupon, without further notice or demand, all such amounts shall become and be immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any time in the event of any continuing or subsequent default.

The Municipality hereby waives presentment for payment, demand, protest, notice of protest and notice of dishonor.

This Note and all instruments securing the same are to be construed according to the laws of the State of Nebraska. Signed and sealed this ____ day of _____, 2014.

[SEAL]

CITY OF GRAND ISLAND, NEBRASKA

Attest:

By _____

Title Mayor

Title Clerk

Complete this section upon assignment of this Note to NIFA.

Pursuant to the Pledge Agreement dated as of _____ as amended (the "Pledge Agreement"), by and between NDEQ and the Nebraska Investment Finance Authority ("NIFA"), and the Master Trust Indenture dated as of _____, as supplemented and amended, by and between NIFA _____, as trustee, NDEQ hereby assigns, grants and conveys any and all of NDEQ's rights, title and interest in this Note to NIFA, except as provided in the Pledge Agreement, and NIFA hereby assigns such rights, title and interest to the Trustee and any successor Trustee.

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY

By _____

Title Director

Date _____

NEBRASKA INVESTMENT FINANCE AUTHORITY

Attest:

By _____

Title _____

Date _____

ATTACHMENT G

**CERTIFICATE OF THE
CITY OF GRAND ISLAND, NEBRASKA**

The following certifications are made in connection with the Contract for Loan No. C317981 (the "Loan Contract") between the Nebraska Department of Environmental Quality ("NDEQ") and the City of Grand Island, Nebraska (the "Municipality") for the purpose of establishing compliance by the Municipality with requirements for the maintenance of the tax exemption of interest on any bonds (the "Bonds") which may be from time to time issued by the Nebraska Investment Finance Authority ("NIFA") to provide funds for deposit in the Loan Fund (as defined in the Loan Contract).

WHEREFORE, the undersigned hereby certifies on behalf of the Municipality to NDEQ, NIFA and any trustee for the Bonds, as follows:

1. The undersigned is authorized to make the following certifications on behalf of the Municipality.
2. The Municipality represents that it reasonably expects that the design and construction of the Project, as defined in the Loan Contract, will commence within six months from the execution of the Loan Contract and that the design and construction of the Project will proceed with due diligence thereafter to completion.
3. The proceeds of the loan pursuant to the Loan Contract will be used to construct a facility that will be owned and operated by the Municipality. There will be no contracts for the use of the facility other than contracts on a rate scale basis. Specifically, the Municipality represents that there will be no contracts for use of the Project that will require a non-governmental unit to make payments to the Municipality without regard to actual use of the Project.

Dated this ____ day of _____, 2014.

CITY OF GRAND ISLAND, NEBRASKA

Title: Mayor

**ATTACHMENT H
OTHER DOCUMENTS**

DRAFT

RESOLUTION 2014-273

WHEREAS, the City of Grand Island, Nebraska recognizes that a properly sized and functioning sewer system is necessary to the health and welfare of the citizens of the City of Grand Island; and

WHEREAS, the Mayor and City Council have determined that portions of the Grand Island sewer system are in need of significant repair and improvement, and that sewer service is needed in areas in and around Grand Island; and

WHEREAS, funding for the cost of the repair and improvement of portions of the Grand Island sewer system may be obtained by loans from Clean Water State Revolving Funds (CWSRF) from the Nebraska Department of Environmental Quality, subject to certain requirements and obligations;

WHEREAS, City Council approved Resolution No. 2014-162 on June 10, 2014, which authorized a maximum principal amount of debt expected to be issued for Sanitary Sewer Collection System and Wastewater Treatment Plant Improvements at \$74,275,000, with debt expected to include up to \$40,000,000 in principal amount of loan funds from the Clean Water State Revolving Loan Fund program; and

WHEREAS, City Council approved Ordinance No. 9493 on July 29, 2014 giving formal approval to the NDEQ borrowing in a principal amount of up to \$40,000,000, with each loan document being presented and approved by Council resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that execution of the contracts for loans, in the total amount of \$7,000,000.00, between the Nebraska Department of Environmental Quality and the City of Grand Island, Nebraska designated as Project No. C317867 (non-green), in the amount of \$6,000,000 and Project No. C317981 (green), in the amount of \$1,000,000 incorporated by reference into this Resolution as if fully set forth; and

BE IT FURTHER RESOLVED, the Mayor, City Clerk, and City Treasurer are hereby directed to execute the contracts and all other documents necessary to facilitate the loans between the Nebraska Department of Environmental Quality and the City of Grand Island, Nebraska for the purpose of repairing and improving the City of Grand Island sewer system; and

BE IT FURTHER RESOLVED THAT the Mayor, City Clerk, and City Treasurer, be authorized and directed to sign all necessary documents, to furnish such assurances to the State of Nebraska as may be required by law or regulations, and to receive payment on behalf of the applicant.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2014.

Approved as to Form	☐ _____
September 5, 2014	☐ City Attorney

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item G-17

**#2014-274 - Approving Burlington Northern Santa Fe Railway
Company Pipeline Crossing Agreement for the North Interceptor
Phase II; Sanitary Sewer Project No. 2013-S-4**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: September 9, 2014

Subject: Approving Burlington Northern Santa Fe Railway Company Pipeline Crossing Agreement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4

Item #'s: G-17

Presenter(s): John Collins PE, Public Works Director

Background

Public Works Staff in conjunction with the design engineer, Black & Veatch of Kansas City, Missouri have developed multi-year replacement plan for the City of Grand Island's large diameter gravity sanitary sewer interceptor network. The current planned interceptor, entitled the "North Interceptor" will replace aged force main sanitary sewer, reduce or eliminate current sewer pumping station(s), and provide additional capacity for existing and new growth areas of Grand Island.

The new North Interceptor route was developed to incorporate, and partner with other utilities for the Capital Avenue Widening Project, and the new Headworks Pumping Station Project at the Wastewater Treatment Plant. This project is funded by SRF Project No. C317867-01, however easements, legal fees & administrative costs are not reimbursable by these funds.

A phased approach of constructing the North Interceptor is as follows:

- Phase I - Wastewater Treatment Plant (WWTP) to 7th Street / Skypark Road
- Phase II (Part A) - 7th Street / Skypark Road to Broadwell Avenue
- Phase II (Part B) - Broadwell Avenue to Webb Road
- Phase II (Part C) - Webb Road to Diers Avenue (Lift Station No. 19)

Discussion

Burlington Northern Santa Fe Railway (BNSFRR) Company requires the City to enter into a “Pipeline Crossing Agreement” for the placement of new collection systems infrastructure within their property. The City is also required to pay the BNSFRR Company a one-time License Fee of \$3,000.00, upon the execution of this agreement.

Without this agreement the City does not have legal access through the BSNFRR Company property and would not be able to complete the improvements associated with this project.

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 allowing the City to enter into the agreement with the Burlington Northern Santa Fe Railway Company to allow for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4.

Sample Motion

Move to approve a resolution.



July 24, 2014

City of Grand Island, Nebraska
Attention: Mr. Terry Brown
100 East First Street
Grand Island, Nebraska 68802

Tracking #14-50477

Dear Mr. Brown:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print two (2) copies execute and **return both copies with original signature** for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

- A check in the amount of \$3,000.00 payable to BNSF Railway Company which covers the contract fee.

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. DO NOT SEND ANY INSURANCE FORMS to Camille Barbosa

*****If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway*****

1. Please have ready for Risk Management a Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$1,150.00 with your check.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the \$600.00 processing fee will increase to \$1,200.00.

Sincerely,

Camille Barbosa
Contract Specialist

Attachment

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective _____, 2014, (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF GRAND ISLAND, NEBRASKA**, a Nebraska municipality ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. **Grant of License.** Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, forty eight (48") inches in diameter inside a sixty six (66") inch steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of McDonald, County of Hall, State of Nebraska, Line Segment 0004, Mile Post 97.34 as shown on the attached Drawing No. 61303, dated July 08, 2014, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. **Term.** This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. **Existing Improvements.** Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. **Use of the Premises.** Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry *wastewater*, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
5. **Alterations.** Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. **License Fee.** Licensee shall pay Licensor, prior to the Effective Date, the sum of Three Thousand and No/100 Dollars (**\$3,000.00**) as compensation for the use of the Premises.
7. **Costs and Expenses.**
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging **costs** shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. **Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal**

authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this Section 7.

8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall notify Licensor's Roadmaster, at 14th & Grant Ave, York, NE 68467, telephone (402) 362-5501 at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
 - 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
 - 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in

such a manner as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.

11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of

information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well, constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR**

IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

- 13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- 13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. Personal Property Risk of Loss. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.
15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:
- 15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

- 15.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000, and include coverage for, but not limited to the following:

- Bodily injury and property damage.
- Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

- 15.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

- 15.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor prior to performing any work or services under this License.
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in

any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is **\$1,150.00**.

- I elect to participate in Licensor's Blanket Policy;
- I elect not to participate in Licensor's Blanket Policy.

15.5 Pollution Legal Liability (PLL) Insurance. Intentionally deleted, not required for this permit

15.6 Other Requirements:

- 15.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.
- 15.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.
- 15.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
- 15.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

- 15.6.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 15.6.10 Failure to provide evidence as required by this **Section 15** shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.12 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or

replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.

- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.
17. Environmental.
- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

DISCLAIMER OF WARRANTIES

18. No Warranties.

- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**
19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**
20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

LIENS AND TAXES

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.

- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.
24. Surrender of the Premises.
- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by

Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.

- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. **THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.**
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.
- 26.4 The provisions of this **Section 26** shall survive the expiration or earlier termination of this License.
27. **Notices.** Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.
- If to Licensor: Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155
Attn: Permits/Licenses
- with a copy to: BNSF Railway Company
2500 Lou Menk Dr. – AOB3
Fort Worth, TX 76131
Attn: Senior Manager Real Estate
- If to Licensee: City of Grand Island, Nebraska
100 East First Street
Grand Island, NE 68802
28. **Survival.** Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Premises are restored to its condition as of the Effective Date.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

End of page – signature page follows

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

LICENSOR:

BNSF RAILWAY COMPANY a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.,
4300 Amon Carter Blvd, Suite 100
Fort Worth, TX 76155

By: _____
Ed Darter

Title: Vice President - National Accounts

Date: _____

LICENSEE:

CITY OF GRAND ISLAND, NEBRASKA a Nebraska municipality

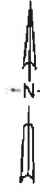
By: 100 East First Street
Grand Island, NE 68802

By: _____

Title: _____

Date: _____

EXHIBIT "A"
 ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
 AND

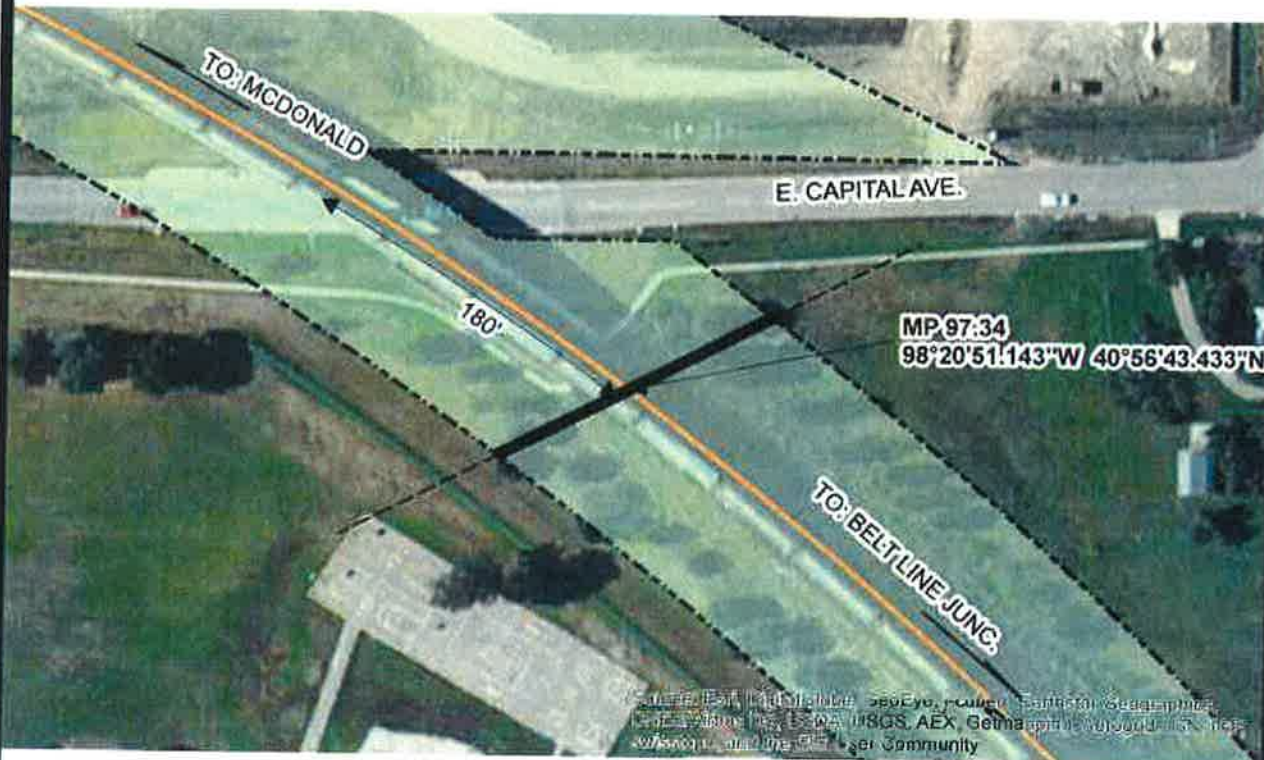


CITY OF GRAND ISLAND, NEBRASKA

SCALE: 1 IN. = 100 FT.
NEBRASKA DIV.
RAVENNA SUBDIV. L.S. 0004
 DATE 07/08/2014

SECTION: 9
 TOWNSHIP: 11N
 RANGE: 9W
 MERIDIAN: 6PM

MAP REF. J77094



DESCRIPTION OF PIPELINE
 PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	<u>48"</u>	<u>66"</u>	LENGTH ON R/W:	<u>175'</u>	<u>175'</u>
CONTENTS:	<u>WASTEWATER</u>		WORKING PRESSURE:	<u>350PSI</u>	
PIPE MATERIAL:	<u>FRPM</u>	<u>STEEL</u>	BURY: BASE/RAIL TO TOP OF CASING		<u>38'</u>
SPECIFICATIONS / GRADE:	<u>STIFFNESS CLASS 72</u>	<u>ASTM A139, GRADE B</u>	BURY: NATURAL GROUND		<u>16'</u>
WALL THICKNESS:	<u>2.03"</u>	<u>0.875"</u>	BURY: ROADWAY DITCHES		<u>3' MIN</u>
COATING:	<u>N/A</u>	<u>N/A</u>	CATHODIC PROTECTION		<u>YES</u>

VENTS: NUMBER - SIZE - HEIGHT OF VENT ABOVE GROUND -
 NOTE: CASING TO BE JACKED OR DRY BORED ONLY

NEAR MCDONALD
 COUNTY OF HALL

STATE OF NE

JRB

DRAWING NO. 61303

RESOLUTION 2014-274

WHEREAS, in connection with the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 a Pipeline Crossing Agreement is required by the Burlington Northern Santa Fe Railway (BNSFRR) Company in order for the City of Grand Island to place new collection systems infrastructure within their property; and

WHEREAS, the agreement also requires, upon execution, a one-time License Fee of \$3,000.00; and

WHEREAS, the agreement has been reviewed and approved by the City's Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Pipeline Crossing Agreement with the Burlington Northern Santa Fe Railway Company in connection with the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 5, 2014	☐ City Attorney



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item G-18

#2014-275 - Approving Nebraska Central Railroad Company Pipeline Crossing Agreement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: September 9, 2014

Subject: Approving Nebraska Central Railroad Company Pipeline Crossing Agreement for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4

Item #'s: G-18

Presenter(s): John Collins PE, Public Works Director

Background

Public Works Staff in conjunction with the design engineer, Black & Veatch of Kansas City, Missouri have developed multi-year replacement plan for the City of Grand Island's large diameter gravity sanitary sewer interceptor network. The current planned interceptor, entitled the "North Interceptor" will replace aged force main sanitary sewer, reduce or eliminate current sewer pumping station(s), and provide additional capacity for existing and new growth areas of Grand Island.

The new North Interceptor route was developed to incorporate, and partner with other utilities for the Capital Avenue Widening Project, and the new Headworks Pumping Station Project at the Wastewater Treatment Plant. This project is funded by SRF Project No. C317867-01, however easements, legal fees & administrative costs are not reimbursable by these funds.

A phased approach of constructing the North Interceptor is as follows:

- Phase I - Wastewater Treatment Plant (WWTP) to 7th Street / Skypark Road
- Phase II (Part A) - 7th Street / Skypark Road to Broadwell Avenue
- Phase II (Part B) - Broadwell Avenue to Webb Road
- Phase II (Part C) - Webb Road to Diers Avenue (Lift Station No. 19)

Discussion

Nebraska Central Railroad Company requires the City to enter into a "Pipeline Crossing Agreement" for the placement of new collection systems infrastructure within their

property. The City is also required to pay the Nebraska Central Railroad a one-time License Fee of \$1,000.00, upon the execution of this agreement.

Without this agreement the City does not have legal access through the Nebraska Central Railroad property and would not be able to complete the improvements associated with this project.

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 allowing the City to enter into the agreement with the Nebraska Central Railroad to allow for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4.

Sample Motion

Move to approve a resolution.

PIPELINE CROSSING AGREEMENT

Mile Post: 1.52
Location: Grand Island, NE

THIS AGREEMENT (“Agreement”) is made and entered into as of this 15th day of July, 2014 (Effective Date”) by and between **NEBRASKA CENTRAL RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and the **CITY OF GRAND ISLAND** to be addressed at 100 East 1st Street, Grand Island, NE 68001 (Licensee”).

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the license fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

one 48 inch cased pipeline for transporting wastewater only

across Licensor's track(s) and property (the “Pipeline”) in the location shown and in conformity with the dimensions and specifications indicated on the print dated 4-23-14 and marked **Exhibit A**, attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying recycled water, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **ONE THOUSAND DOLLARS (\$1,000.00)**

Article 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 4. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor and require its contractor to comply with all the terms and

provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 5. INSURANCE.

A. During the life of the Lease, Licensee shall fully comply with the insurance requirements described in **Exhibit C**.

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this license, those statutes shall apply.

D. Licensee hereby acknowledges that is has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

Article 6. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

NEBRASKA CENTRAL RAILROAD

CITY OF GRAND ISLAND

By: _____

By: _____

Name Printed: _____

Name Printed: _____

Title: _____

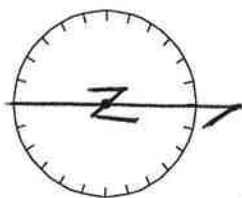
Title: _____

PLACE ARROW INDICATING NORTH
DIRECTION RELATIVE TO CROSSING

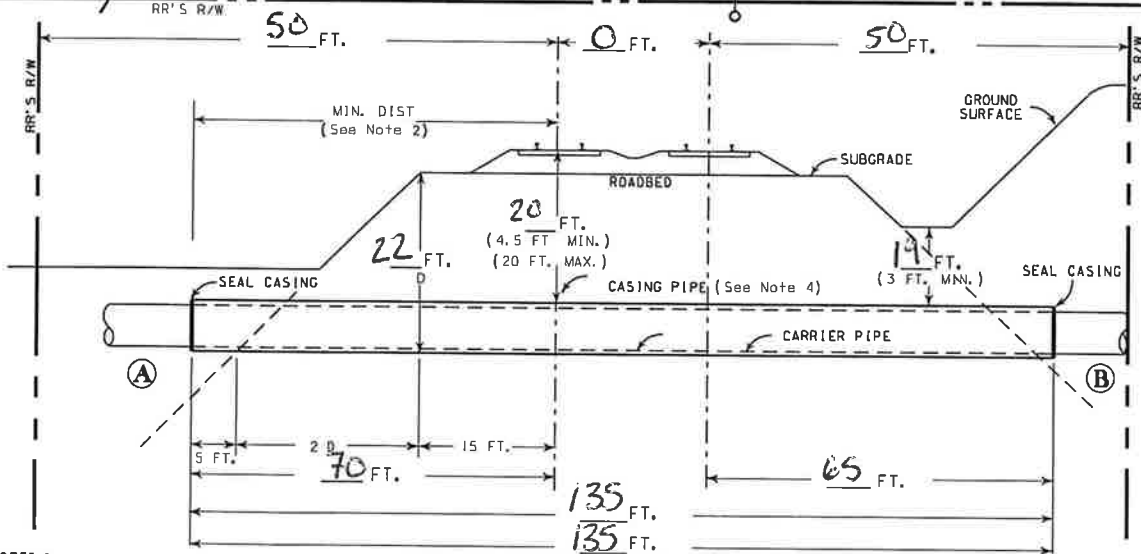
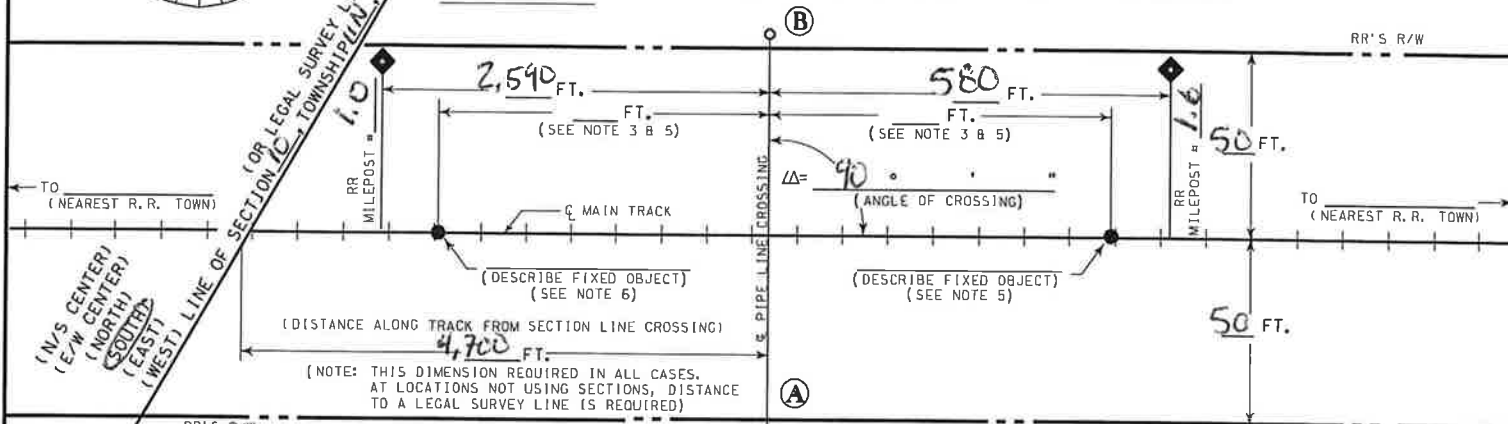
FORM DR-0404-B
REV. 5-15-98
www.uprr.com

ENCASED NON-FLAMMABLE PIPELINE CROSSING

NOTE: ALL AVAILABLE DIMENSIONS MUST BE
FILLED IN TO PROCESS THIS APPLICATION.



NO SCALE



MINIMUM THICKNESS	DIAMETER OF CASING PIPE
.2500"	1/4" 12" OR LESS
.3125"	5/16" OVER 12"-18"
.3750"	3/8" OVER 18"-22"
.4375"	7/16" OVER 22"-28"
.5000"	1/2" OVER 28"-34"
.5625"	9/16" OVER 34"-42"
.6250"	5/8" OVER 42"-48"

OVER 48" MUST BE APPROVED BY R. R. CO.
NOTE: THIS CHART IS ONLY FOR SMOOTH STEEL CASING PIPES WITH MINIMUM YIELD STRENGTH OF 35,000 PSI.

FORMULA TO FIGURE CASING LENGTH WITH ANGLE OF CROSSING OTHER THAN 90°

NOTES:

- ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM ϕ OF TRACK.
- CASING TO EXTEND BEYOND THE ϕ OF TRACK AT RIGHT ANGLES THE GREATER OF $2D + 20$ FT., OR 30 FT., AND BEYOND LIMIT OF RAILROAD RIGHT-OF-WAY IF NECESSARY TO PROVIDE PROPER LENGTH OUTSIDE OF TRACK.
- MINIMUM OF 50' FROM THE END OF ANY RAILROAD BRIDGE, ϕ OF ANY CULVERT, OR FROM ANY SWITCHING AREA.
- SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
- ALLOWABLE FIXED OBJECTS INCLUDE: BACKWALLS OF BRIDGES; ϕ OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR CULVERTS.
- CASING AND CARRIER PIPE MUST BE PLACED A MINIMUM OF 2 FEET BELOW THE EXISTING FIBER OPTIC CABLE. ANY EXCAVATION REQUIRED WITHIN 5 FEET OF THE EXISTING FIBER OPTIC CABLE MUST BE HAND DUG.

A) IS PIPELINE CROSSING WITHIN DEDICATED STREET? YES; NO;

B) IF YES, NAME OF STREET _____

D) DISTRIBUTION LINE _____ OR TRANSMISSION LINE

C) CARRIER PIPE:
COMMODITY TO BE CONVEYED WASTEWATER
OPERATING PRESSURE 0 PSI
WALL THICKNESS 2.03 in; DIAMETER 48 in; MATERIAL FRPM;

E) CASING PIPE:
WALL THICKNESS 0.875 in; DIAMETER 60 in; MATERIAL STEEL;
NOTE: CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.

F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
 DRY BORE AND JACK (WET BORE NOT PERMITTED);
 TUNNEL; OTHER _____

G) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? YES; NO;

H) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 50 FT (30' MIN.)

I) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE _____ DOES; _____ DOES NOT; EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. _____

EXHIBIT "A"
(FOR RAILROAD USE ONLY)

UNION PACIFIC RAILROAD CO.
Nebraska Central Railroad
(SUBDIVISION)

M. P. 1.52 E. S. _____

ENCASED Wastewater PL CROSSING AT
Grand Island Hall NE
(NEAREST CITY) (COUNTY) (STATE)

City of Grand Island
(APPLICANT)

RR FILE NO. PL-GI-0714 DATE 7-15-14

WARNING
IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE : 1-800-336-9193

EXHIBIT B

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.
- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. CONSTRUCTION, MAINTENANCE AND OPERATION.

- A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering - Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.
- B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.
- C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

- D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.
- E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.

- A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

Nebraska Central Railroad 304 N. 5 th Street, Suite B Norfolk, NE 68702-6727 Phone: 402-750-4086 Ted Rydel

- B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.
- C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.
- D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensor whether a flagman need be present and whether any special protective or safety measures need to be implemented. If flagging or other special protective or

safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

- E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.
- G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.
- I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. LICENSEE TO BEAR ENTIRE EXPENSE.

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.

- A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.
- B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. NO INTERFERENCE WITH LICENSOR'S OPERATION.

- A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.
- B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.

- C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensor or its contractors without the prior written permission of Licensor.
- D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.
- E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

Section 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

- A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.
- B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.**

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

- A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.
- B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

- A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).
- B. **AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):**

1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;

2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;

3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;

4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;

5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR

6. LICENSEE'S BREACH OF THIS AGREEMENT,

EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

- A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.
- B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.
- C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

EXHIBIT C

Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Nebraska Central Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Nebraska Central Property" as the Designated Job Site.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability insurance. Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

E. Umbrella or Excess insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
SAFETY STANDARDS

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

I. Clothing

- A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

- (i) Waist-length shirts with sleeves.
 - (ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
 - (iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- (i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
- (ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- (iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
 - 100 feet of a locomotive or roadway/work equipment
 - 15 feet of power operated tools
 - 150 feet of jet blowers or pile drivers

- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- (iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

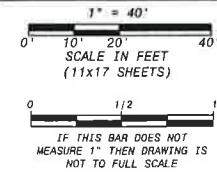
- (i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.
- (ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.
- (iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

- A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
 - Familiar and comply with Railroad's rules on lockout/tagout of equipment.
 - Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
 - Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

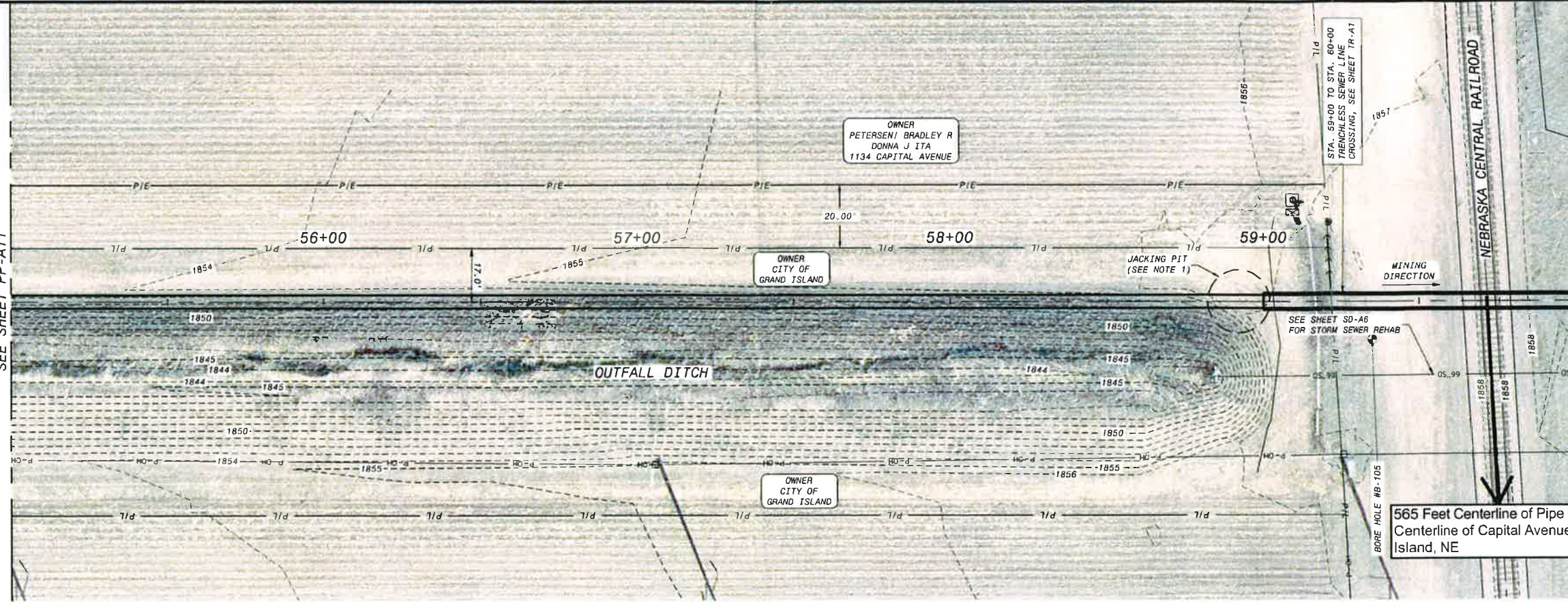
V. General Safety Requirements

- A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
 - (i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
 - (ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
 - (iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment if the opening is less than one car length (50 feet).
 - (iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
 - (v) Before stepping over or crossing tracks, look in both directions first.
 - (vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.



NOTES:
 1. JACKING AND RECEIVING PIT SUPPORT OF EXCAVATION TO BE SELECTED AND DESIGNED BY CONTRACTOR. DIMENSIONS SHOWN FOR SCHEMATIC PURPOSES ONLY.
 2. REFER TO SHEET TR-A1 AND SECTION 02-405 FOR DETAILS REGARDING GEOTECHNICAL INSTRUMENTATION AND MONITORING.
 3. TRENCHLESS CROSSING SHALL CONSIST OF EITHER JACK & BORE, PILOT-TUBE MICROTUNNELING OR MICROTUNNELING AT THE DISCRETION OF THE CONTRACTOR.
 4. TRENCHLESS CROSSING CARRIER PIPE SHALL BE 48-INCH DIA FLUSH BELL-SPIGOT FIBERGLASS REINFORCED POLYMER MORTAR PIPE.
 5. CONTRACTOR SHALL STRICTLY FOLLOW ALL PERMIT REQUIREMENTS OF NEBRASKA CENTRAL RAILROAD AND BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD, WHERE APPLICABLE.

MATCH LINE - STA 55+00
 SEE SHEET PP-A11



MATCH LINE - STA 60+00
 SEE SHEET PP-A13

565 Feet Centerline of Pipe to Centerline of Capital Avenue, Grand Island, NE

BLACK & VEATCH
 Building a world of answers.
 Black & Veatch Corporation
 Englewood, Colorado

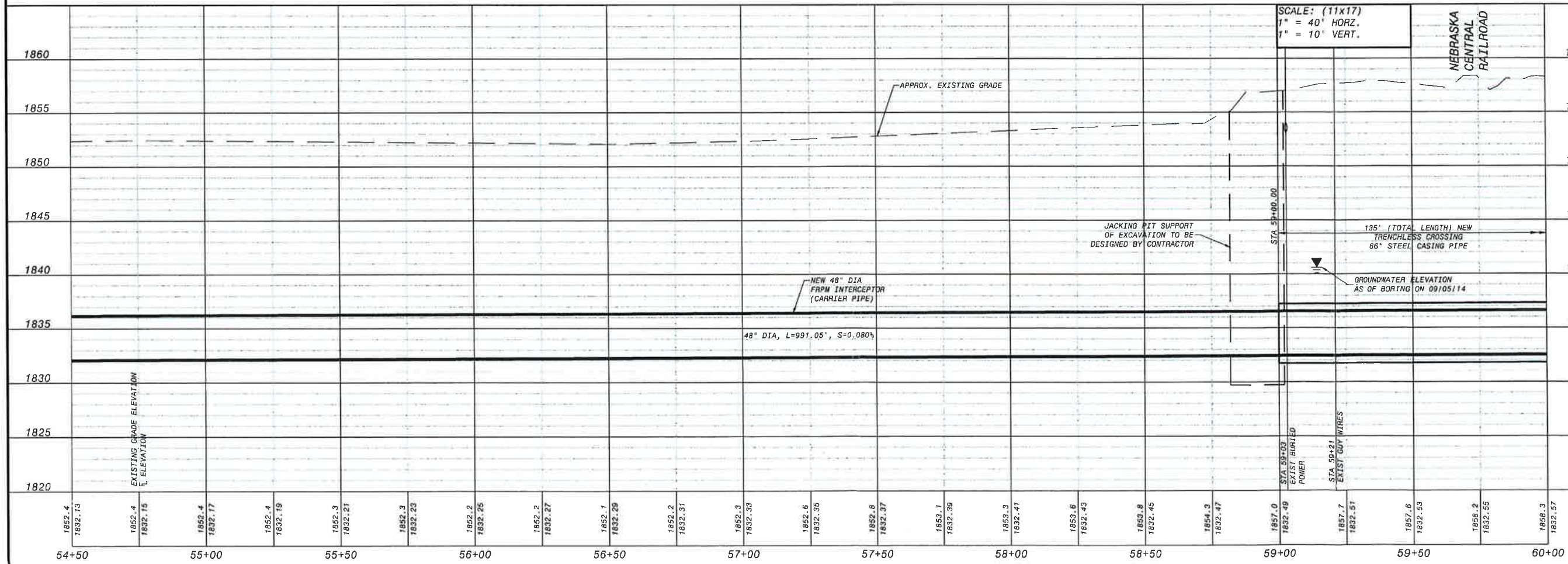
MOULSON ASSOCIATES

GRAND ISLAND, NEBRASKA
 NORTH INTERCEPTOR
 PHASE 2

SANITARY PLAN & PROFILE
 BID SECTION A
 STA 55+00 TO STA 60+00

DESIGNED: TWE
 DETAILED: BLR
 CHECKED:
 APPROVED:
 DATE:

PROJECT NO.
 B&V: 175144
 OA: 011-2347



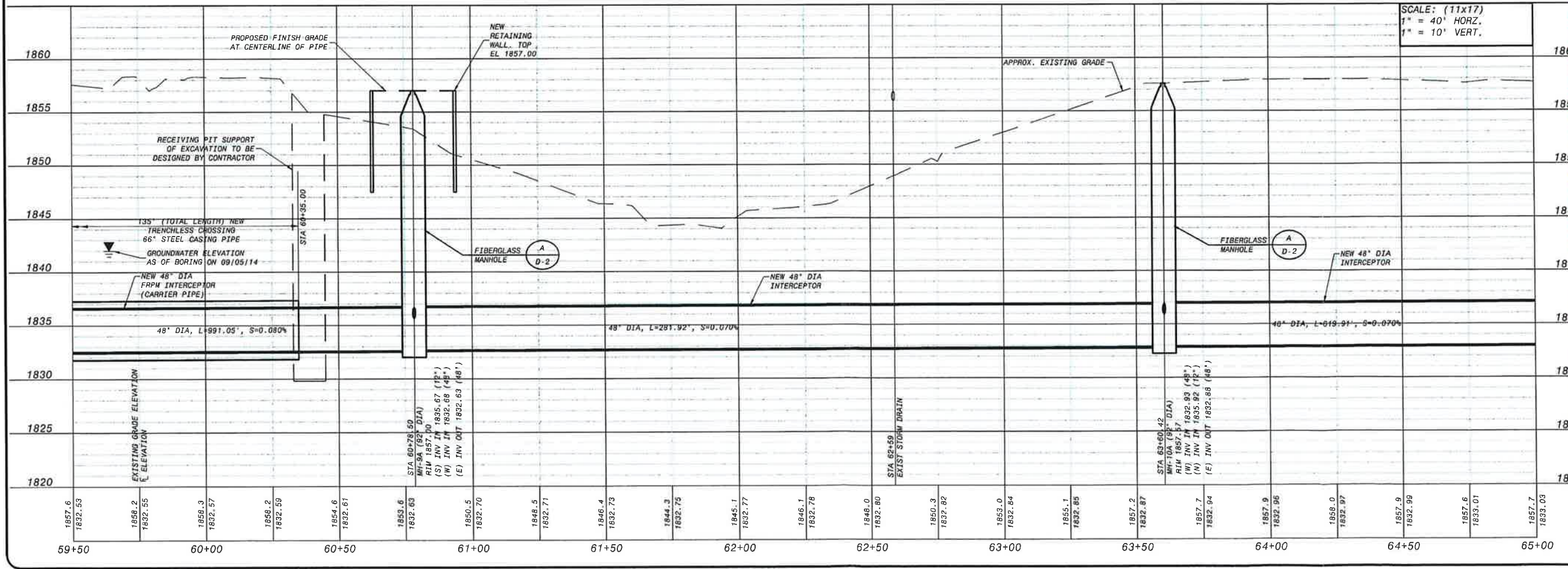
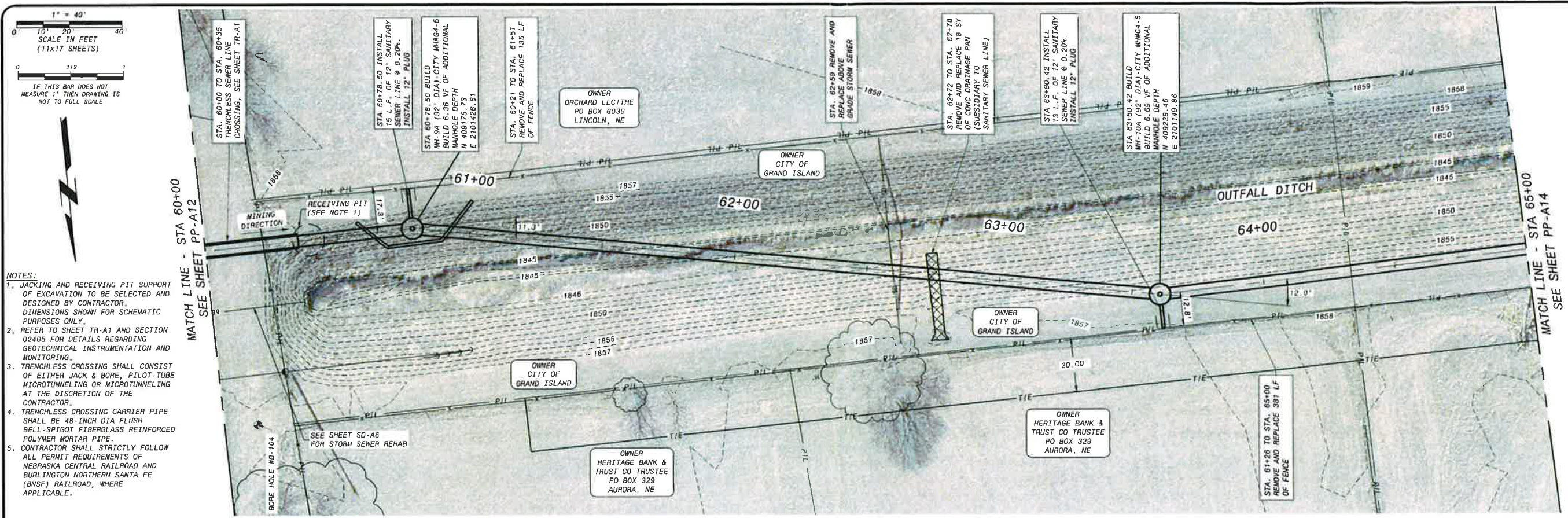
SCALE: (11x17)
 1" = 40' HORZ.
 1" = 10' VERT.

PRELIMINARY - NOT FOR CONSTRUCTION

PP-A12
 SHEET
 OF

Exhibit A

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DATE	REVISIONS AND RECORD OF ISSUE	NO.	BY	CHK	APP
17/05/14	150-3150 - CIVIL DRAWING				
	PHASE 2 PP-A13.dwg				
	PHASE 2-30-C-PIPE				
	PHASE 2-30-C-PIPE				
	PHASE 2-30-C-PIPE				

BLACK & VEATCH
Building a world of difference
Black & Veatch Corporation
Omaha, Nebraska

OLSSON
ASSOCIATES

PRELIMINARY - NOT FOR CONSTRUCTION

GRAND ISLAND, NEBRASKA
NORTH INTERCEPTOR
PHASE 2

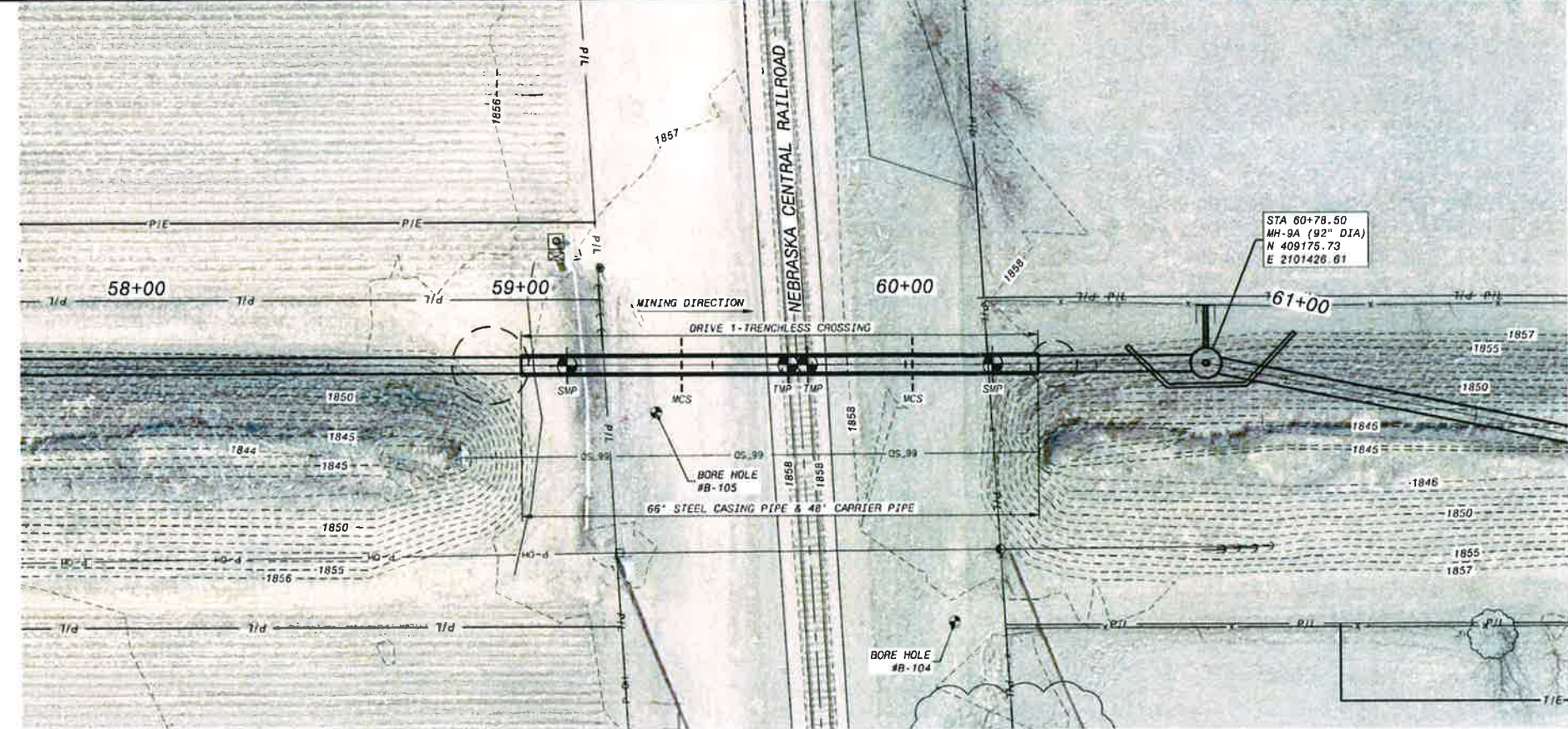
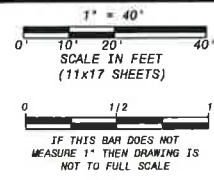
SANITARY PLAN & PROFILE
BID SECTION A
STA 60+00 TO STA 65+00

DESIGNED: TME
DETAILED: BLR
CHECKED:
APPROVED:
DATE:

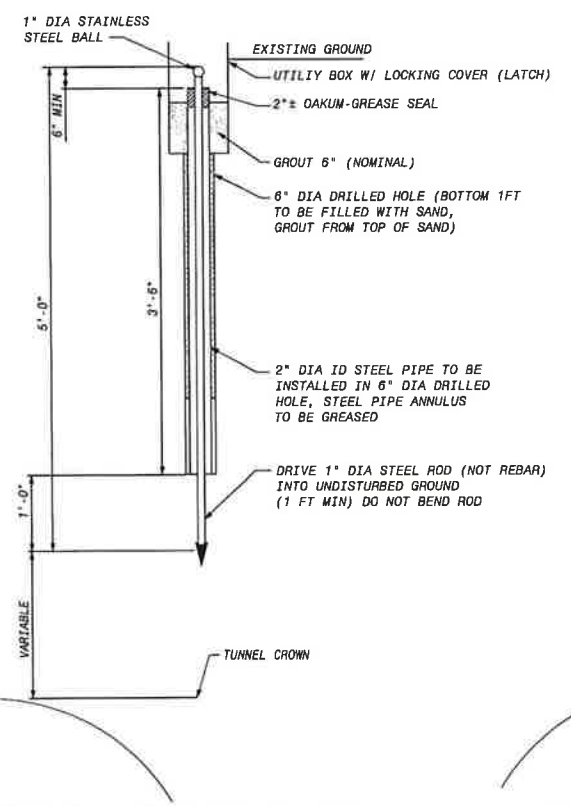
PROJECT NO.
B&V: 175144
OA: 011-2347

PP-A13
SHEET
OF

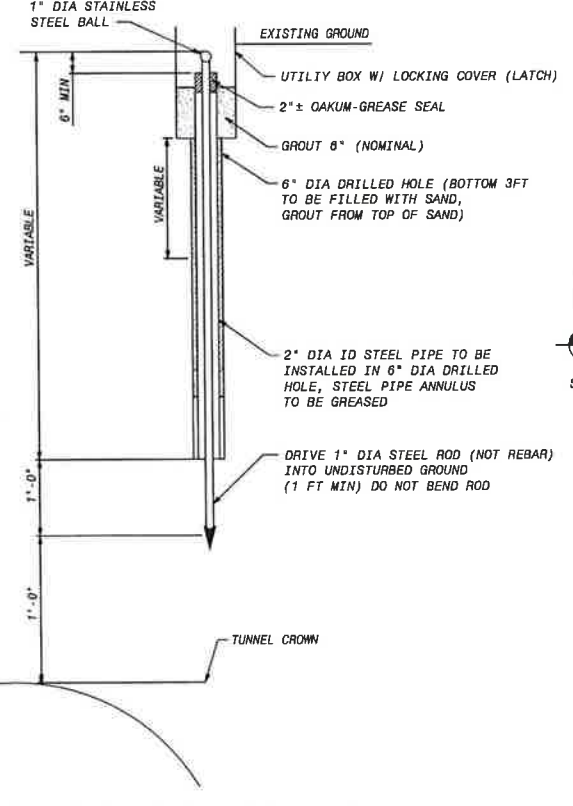
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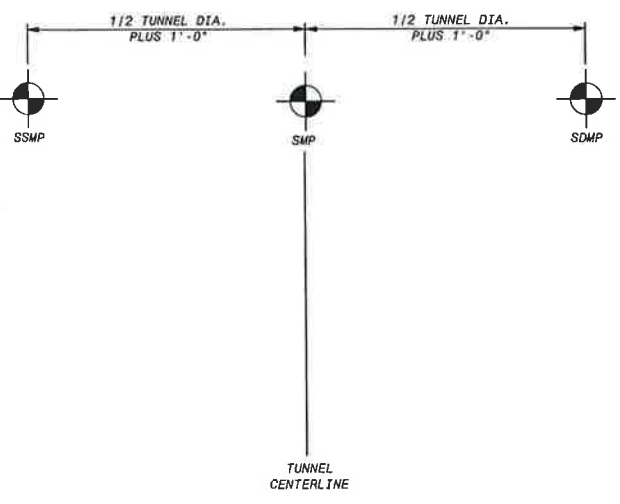
DRIVE 1 PLAN
SCALE: (11x17)
1" = 40'



SSMP - SUBSURFACE SHALLOW MONITORING POINT
NO SCALE



SDMP - SUBSURFACE DEEP MONITORING POINT
NO SCALE



MCS - MONITORING CROSS-SECTION
NO SCALE

- ABBREVIATIONS AND LEGEND:**
- BMP - BUILDING MONITORING POINT
 - SMP - SURFACE MONITORING POINT
 - YMP - TRACK MONITORING POINT
 - MCS - MONITORING CROSS SECTION
 - SDMP - SUBSURFACE DEEP MONITORING POINT
 - SSMP - SUBSURFACE SHALLOW MONITORING POINT
 - INSTRUMENT LOCATION
 - BORING LOCATION

- NOTES:**
1. REFER TO SECTION 02405 FOR GEOTECHNICAL INSTRUMENTATION DETAILS.
 2. SSMP AND SDMP SHALL BE OFFSET HORIZONTALLY FROM THE OUTER LIMITS OF EXCAVATION BY 1 FT.

PRELIMINARY - NOT FOR CONSTRUCTION

DATE	REVISIONS AND RECORD OF ISSUE	NO.	BY	CHK	APP

PW FILE: 175144...150.3130 - CIVIL DWTW\175144.dwg
 XREF1: PHASE 2 TR-A1.dwg
 XREF2: BINDER.dwg
 XREF3: PHASE 2 PIPES ROAD.dwg
 XREF4: PHASE 2-20-C-D.PIPES.dwg
 XREF5: PHASE 2-30-C-D.PIPES.dwg
 USER: R0003445
 DWG XREF: TOD

BLACK & VEATCH
Building a World of Difference
Communities. Careers.

COLLSON ASSOCIATES

GRAND ISLAND, NEBRASKA
NORTH INTERCEPTOR
PHASE 2
TRENCHLESS CROSSING
BYD SECTION A
GEOTECHNICAL INSTRUMENTATION - DRIVE 1

DESIGNED: ELL
DETAILED: BLR
CHECKED:
APPROVED:
DATE:
PROJECT NO. B&V: 175144
OA: 011-2347

TR-A1
SHEET
OF

Exhibit A

RESOLUTION 2014-275

WHEREAS, in connection with the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 a Pipeline Crossing Agreement is required by the Nebraska Central Railroad in order for the City of Grand Island to place new collection systems infrastructure within their property; and

WHEREAS, the agreement also requires, upon execution, a one-time License Fee of \$1,000.00; and

WHEREAS, the agreement has been reviewed and approved by the City's Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Pipeline Crossing Agreement with the Nebraska Central Railroad in connection with the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 5, 2014	☐ City Attorney



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item G-19

#2014-276 - Approving Temporary Construction Easements for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (U.S. Department of Veterans Affairs & Lassonde)

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: September 9, 2014

Subject: Approving Temporary Construction Easements for the North Interceptor Phase II; Sanitary Sewer Project No. 2013-S-4 (U.S. Department of Veterans Affairs & Lassonde)

Item #'s: G-19

Presenter(s): John Collins PE, Public Works Director

Background

Public Works Staff in conjunction with the design engineer, Black & Veatch of Kansas City, Missouri have developed multi-year replacement plan for the City of Grand Island's large diameter gravity sanitary sewer interceptor network. The current planned interceptor, entitled the "North Interceptor" will replace aged force main sanitary sewer, reduce or eliminate current sewer pumping station(s), and provide additional capacity for existing and new growth areas of Grand Island.

The new North Interceptor route was developed to incorporate, and partner with other utilities for the Capital Avenue Widening Project, and the new Headworks Pumping Station Project at the Wastewater Treatment Plant. This project is funded by SRF Project No. C317867-01, however easements, legal fees & administrative costs are not reimbursable by these funds.

A phased approach of constructing the North Interceptor is as follows:

- Phase I - Wastewater Treatment Plant (WWTP) to 7th Street / Skypark Road
- Phase II (Part A) - 7th Street / Skypark Road to Broadwell Avenue
- Phase II (Part B) - Broadwell Avenue to Webb Road
- Phase II (Part C) - Webb Road to Diers Avenue (Lift Station No. 19)

Temporary Construction easements from U.S. Department of Veterans Affairs and Lorraine Lassonde Special Needs Trust (Heritage Bank and Trust Company, Trustee) are necessary for Phase II, Part A of this project to be completed, which must be approved by City Council. A sketch is attached to show the temporary construction easement areas.

Discussion

Temporary construction easements, in the total amount of \$320.00, are needed from two (2) property owners for Phase II, Part A to be constructed.

Owner	Legal	Total
U.S. Department of Veterans Affairs	THE SOUTH 10.00 FEET OF THE NORTH 50.00 FEET OF LOT ONE (1), HOME SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 4,469 SQUARE FEET OR 0.103 ACRES MORE OR LESS.	\$0.00
LORRAINE LASSONDE SPECIAL NEEDS TRUST, HERITAGE BANK & TRUST COMPANY, TRUSTEE	THE SOUTH 20.00 FEET OF LOT TWO (2) LASSONDE SUBDIVISION, AND THE SOUTH 20.00 FEET OF LOT ONE (1), EXCEPT THE EAST 87.37 FEET THEREOF, LASSONDE SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 6,327 SQUARE FEET OR 0.145 ACRES MORE OR LESS.	\$320.00
		\$320.00

All documents have been signed and returned by the property owners. Authorization of the documents and payment to the property owner of \$320.00 is contingent upon City Council approval.

Alternatives

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

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

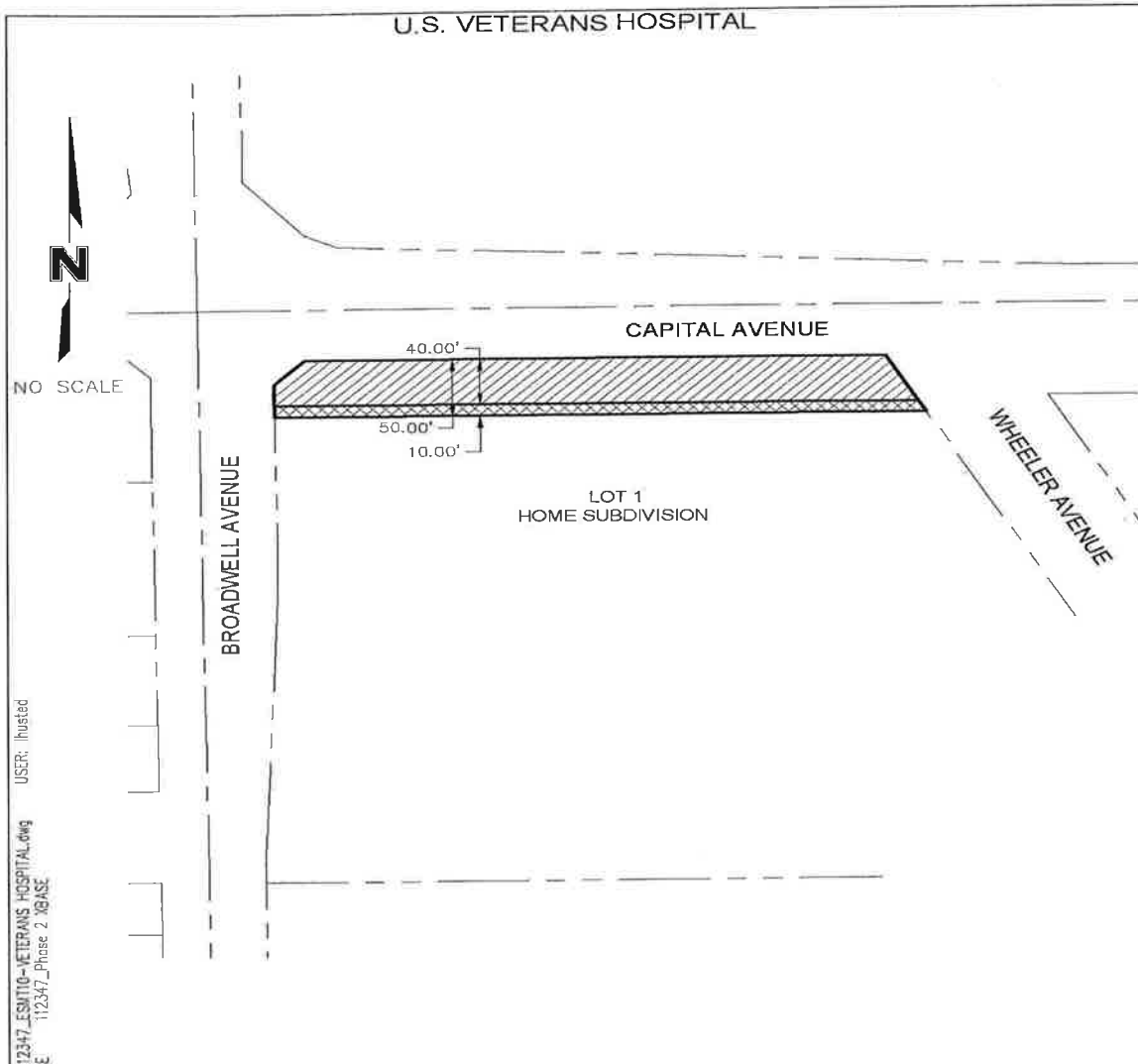
Recommendation

City Administration recommends that the Council approve the Temporary Construction Easement Agreements between the City of Grand Island, Public Works Department and the affected property owners for North Interceptor Phase II, Part A; Sanitary Sewer Project No. 2013-S-4, in the total amount of \$320.00.

Sample Motion

Move to approve the temporary construction easement.

EXHIBIT B PROPERTY MAP



USER: ihusted
 DWG: F:\Projects\011-2347\MAIN Phase 2\Easement Exhibits\112347_ESM110-VETERANS HOSPITAL.dwg
 DATE: Mar 25, 2014 8:52am
 XREFS: 112347_Phase 2 PBASE 112347_Phase 2 XBASE

LEGAL DESCRIPTION OF PERMANENT EASEMENT
 THE NORTH 40.00 FEET OF LOT ONE (1), HOME SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

SAID TRACT CONTAINS A CALCULATED AREA OF 17,105 SQUARE FEET OR 0.393 ACRES MORE OR LESS.

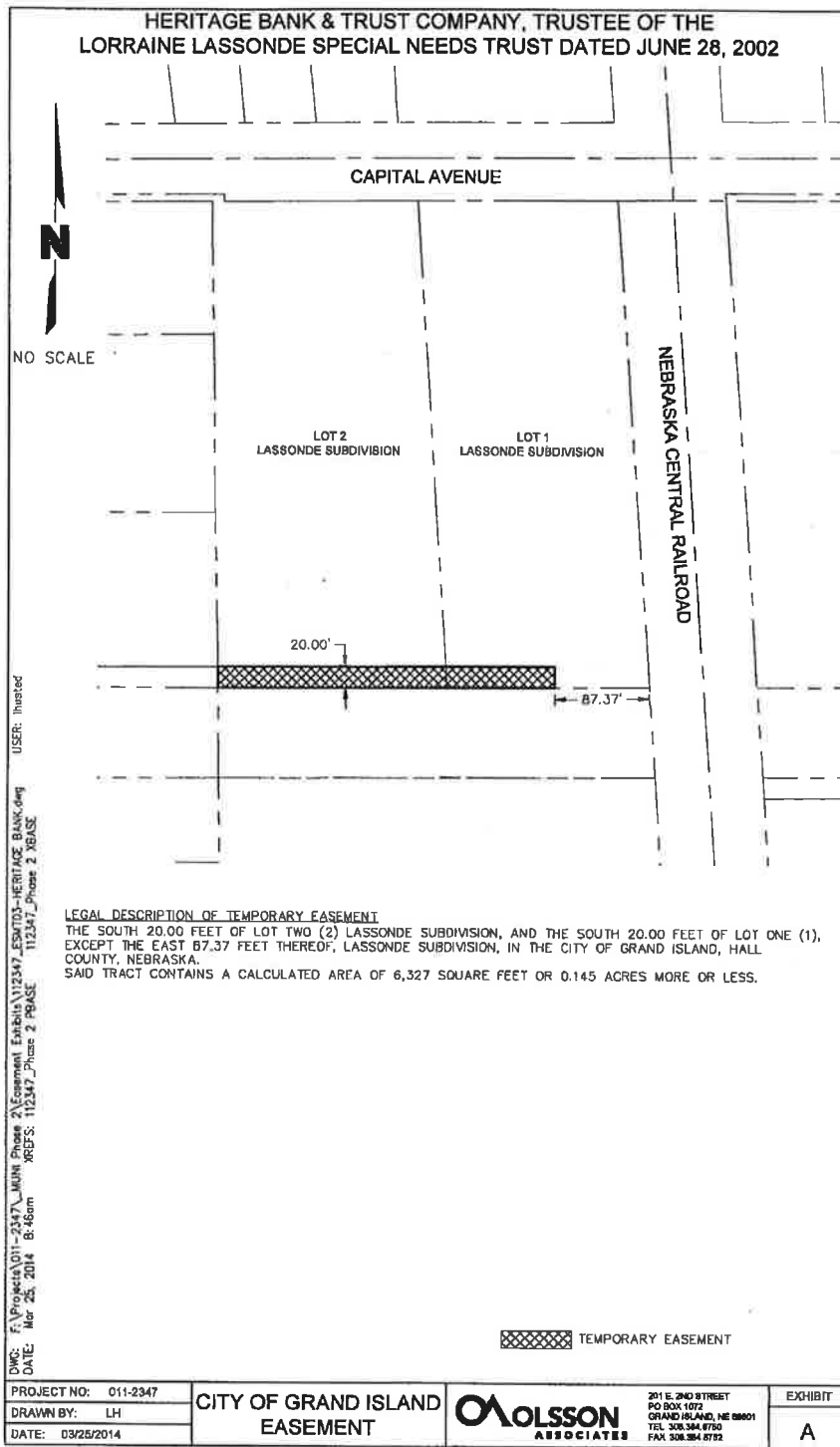
LEGAL DESCRIPTION OF TEMPORARY EASEMENT
 THE SOUTH 10.00 FEET OF THE NORTH 50.00 FEET OF LOT ONE (1), HOME SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

SAID TRACT CONTAINS A CALCULATED AREA OF 4,469 SQUARE FEET OR 0.103 ACRES MORE OR LESS.

PERMANENT EASEMENT
 TEMPORARY EASEMENT

PROJECT NO: 011-2347	CITY OF GRAND ISLAND EASEMENT	MOLSSON ASSOCIATES	201 E. 2ND STREET PO BOX 1072 GRAND ISLAND, NE 68801 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT
DRAWN BY: LH			A	
DATE: 03/25/2014				

Exhibit A- Temporary Easement



RESOLUTION 2014-276

WHEREAS, temporary construction easements are required by the City of Grand Island, from U.S. Department of Veterans Affairs and Lorraine Lassonde Special Needs Trust (Heritage Bank & Trust Company, Trustee), in the North Interceptor Phase II, Part A; Sanitary Sewer Project No. 2013-S-4 project area:

Owner	Legal	Total
U.S. Department of Veterans Affairs	THE SOUTH 10.00 FEET OF THE NORTH 50.00 FEET OF LOT ONE (1), HOME SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 4,469 SQUARE FEET OR 0.103 ACRES MORE OR LESS.	\$0.00
LORRAINE LASSONDE SPECIAL NEEDS TRUST, HERITAGE BANK & TRUST COMPANY, TRUSTEE	THE SOUTH 20.00 FEET OF LOT TWO (2) LASSONDE SUBDIVISION, AND THE SOUTH 20.00 FEET OF LOT ONE (1), EXCEPT THE EAST 87.37 FEET THEREOF, LASSONDE SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 6,327 SQUARE FEET OR 0.145 ACRES MORE OR LESS.	\$320.00
		\$320.00

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreements for the Temporary Construction easements on the above described tracts of land, in the total amount of \$320.00.

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

- - -

Approved as to Form ✕ _____ September 5, 2014 ✕ City Attorney
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Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item G-20

#2014-277 - Approving Bid Award for Westgate Drainage Improvements Drainage District No. 2013-D-4

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: September 9, 2014

Subject: Approving Bid Award for Westgate Drainage Improvements Drainage District No. 2013-D-4

Item #'s: G-20

Presenter(s): John Collins PE, Public Works Director

Background

On August 6, 2014 the Engineering Division of the Public Works Department advertised for bids for Westgate Drainage Improvements Drainage District No. 2013-D-4. The bid package for this project was sent to eight (8) potential bidders.

This District is made up of the north half of Gold Road east to Claude Road and is shown on the attached exhibit. The project consists of running a pipe along Gold Road and outletting to the existing drainage ditch to drain property within the district boundary which currently does not drain.

Discussion

One (1) bid was received and opened on August 19, 2014. The Engineering Division of the Public Works Department and the Purchasing Division of the City Attorney's Office have reviewed the bid that was received. A summary of the bid is shown below.

Bidder	Exceptions	Bid Price
The Diamond Engineering Co. of Grand Island, NE	None	\$163,346.85

The estimate for this work was \$140,000.00, which puts the bid 17% over the estimate. In an effort to complete this project for the property owners involved the Public Works staff value engineered the items bid and quantities involved. There are changes possible that will still result in a quality drainage district. The adjustments to the original bid are noted in red and bring the bid within 5% of the estimate.

BASE BID				DIAMOND ENGINEERING	
Item No.	Item	Est. Quantity	Unit	Unit Price	Total Price
1	48" DIA. RDC STORM SEWER PIPE	0.00 50.00	LF	\$190.55	\$0.00
2	30" DIA. RC STORM SEWER PIPE	198.00 925.00	LF	\$83.35	\$16,503.30
3	24" DIA. RC STORM SEWER PIPE	877.00 400.00	LF	\$69.25	\$60,732.25
4	18" DIA. RC STORM SEWER PIPE	40.00	LF	\$55.75	\$2,230.00
5	48" F.E.S.	0.00 4.00	EA	\$2,182.00	\$0.00
6	24" F.E.S.	1.00	EA	\$916.30	\$916.30
7	18" F.E.S.	2.00	EA	\$756.35	\$1,512.70
8	INLET STRUCTURE	6.00	EA	\$4,442.45	\$26,654.70
9	MANHOLE STRUCTURE	2.00	EA	\$3,106.65	\$6,213.30
10	REMOVE AND REPLACE GRAVEL DRIVEWAY	14.50	TONS	\$35.80	\$519.10
11	REMOVE CONCRETE AND REPLACE WITH 47-B HIGH EARLY CONCRETE	31.00	SY	\$81.45	\$2,524.95
12	REMOVE ASPHALT & REPLACE WITH 6" CONCRETE	107.00	SY	\$59.55	\$6,371.85
13	REMOVE AND REPLACE SECURITY FENCE	60.00	LF	\$25.40	\$1,524.00
14	REMOVE AND REPLACE LETDOWN STRUCTURE	2.00	EA	\$712.85	\$1,425.70
15	BUILD SILT FENCE	495.00	LF	\$7.60	\$3,762.00
16	SEEDING	2,715.00	SY	\$1.70	\$4,615.50
17	EARTHWORK (CUT)	170.00	CY	\$9.40	\$1,598.00
18	EARTHWORK (FILL)	175.00	CY	\$20.40	\$3,570.00
19	REMOVE CULVERT	335.00	LF	\$7.30	\$2,445.50
20	REMOVE TREE	2.00	EA	\$865.00	\$1,730.00
21	ADDER FOR 30" FLARED END SECTION (AS OF 8/25/14)	1.00	LS	\$1,500.00	\$1,500.00
GRAND TOTAL BID					\$146,349.15

Funds are available in Account No. 40033520-90156.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid award to The Diamond Engineering Co. of Grand Island, Nebraska in the revised amount of \$146,349.15.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 19, 2014 at 2:00 p.m.
FOR: Westgate Drainage District No. 2013-D-4
DEPARTMENT: Public Works
ESTIMATE: \$140,000.00
FUND/ACCOUNT: 40033520-90156
PUBLICATION DATE: August 6, 2014
NO. POTENTIAL BIDDERS: 8

SUMMARY

Bidder: Diamond Engineering Co.
Grand Island, NE
Bid Security: Universal Surety Co.
Exceptions: None
Bid Price: \$163,346.85

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Stacy Nonhoff, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Jaye Monter, Finance Director

P1761

RESOLUTION 2014-277

WHEREAS, the City of Grand Island invited sealed bids for Westgate Drainage Improvements Drainage District No. 2013-D-4, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on August 19, 2014 bids were received, opened, and reviewed; and

WHEREAS, The Diamond Engineering Co. of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$163,346.85; and

WHEREAS, The Diamond Engineering Co.'s bid was 17% over the estimate for such work value engineering was done; and

WHEREAS, such value engineering resulted in a revised bid of \$146,349.15, which is within 5% of the project estimate.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the revised bid of The Diamond Engineering Co. of Grand Island, Nebraska in the amount of \$146,349.15 for Westgate Drainage Improvements Drainage District No. 2013-D-4 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 5, 2014	☐ City Attorney



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item G-21

#2014-278 - Approving Amendment No. 9 to the Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation" with Black & Veatch

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: September 9, 2014

Subject: Approving Amendment No. 9 to the Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation" with Black & Veatch

Item #'s: G-21

Presenter(s): John Collins PE, Public Works Director

Background

On October 11, 2011 City Council approved, by Resolution No. 2011-307 in the amount of \$1,121,160.00, the initial agreement with Black & Veatch for project management, collection system master planning and conceptual designs for the Northeast Interceptor sewer, Collection System rehabilitation and Wastewater Treatment rehabilitation. As presented to council, all final design and construction services necessary for this project would be added as an amendment to the initial agreement so that only essential services will be contracted.

On April 24, 2012 City Council approved, by Resolution No. 2012-111 Amendment No. 1, in the amount of \$1,910,075.00, to this agreement in continued design effort to finalize design and prepare bidding documents. Bidding documents in Amendment No. 1 included; Lift Station No. 7 Improvements, 4th to 5th Eddy to Vine, Northeast Interceptor Phase 1A, and 1B, South and West Collection System rehabilitation, and Wastewater Treatment Rehabilitation.

On August 28, 2012 City Council approved, by Resolution No. 2012-229 Amendment No. 2, in the amount of \$53,000.00, to this agreement. This amendment added Community Development Block Grant (CDBG) guideline provisions, as well as provided for construction engineering services for the Lift Station No. 7 Improvements and 4th Street to 5th Street; Eddy Street to Vine Street rehabilitation.

On November 13, 2012 City Council approved, by Resolution No. 2012-329 Amendment No. 3, in the amount of \$265,754.00, to this agreement. This amendment added construction engineering services and resident inspection during construction for the 5th

Street Sanitary Sewer Improvements, as well as for the South & West Sewer Interceptor Improvements with the consulting firm Black & Veatch of Kansas City, Missouri.

On February 12, 2013 City Council approved, by Resolution No. 2013-34 Amendment No. 4 in the amount of \$30,000 to this agreement. This amendment updated the Report on Revenue Requirements, Cost of Service and Rates for Wastewater completed in March 2011.

On February 12, 2013 City Council approved, by Resolution No. 2013-35 for Amendment No. 5 in the amount of \$451,896 to this agreement. This amendment provides preliminary design engineering services in Phase II of the North Interceptor Sewer planning, and final bidding documents for Phase II-B North Interceptor Sewer.

On May 14, 2013 City Council approved, by Resolution No. 2013-148 for Amendment No. 6 in the amount of \$719,617 to this agreement. This amendment allowed fee compensation for engineering services that were not specifically identified in the original design agreement; Consulting Engineering Construction Phase Services, and Resident Inspection During Construction for Phase I; North Interceptor Sewer Construction.

On May 14, 2013 City Council approved, by Resolution No. 2013-149 for Amendment No. 7 in the amount of \$1,878,450 to this agreement. This amendment provides for Consulting Engineering Construction Phase Services, Resident Inspection During Construction, and Integration Services for Headworks Improvements Construction with the consulting firm Black & Veatch of Kansas City, Missouri.

On December 17, 2013 City Council approved, by Resolution No. 2013-400 for Amendment No. 8 in the amount of \$904,524.00 to this agreement. This amendment allowed Final Design Phase Services for North Interceptor Phase 2A & 2C (Broadwell Avenue to 7th/Sky Park Road & Lift Station No. 19 to Webb Road), as well as Bidding Phase Services for all 3 phases of the North Interceptor (Broadwell Avenue to 7th/Sky Park Road, Webb Road to Broadwell Avenue, and Lift Station No. 19 to Webb Road). Bidding Phase Services originally included in Amendment No. 5 for the North Interceptor were deleted and combined in this amendment.

Discussion

With the approval of Amendment No. 9 to the Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation", City staff in conjunction with consulting engineer; Black & Veatch, and sub-consultant; Olsson Associates; will allow for construction phase services and resident observation services during construction on North Interceptor 2.

The cost increase for Amendment No. 9 is \$1,846,639, resulting in a revised agreement of \$9,181,115.00.

Alternatives

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

1. Move to.
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 by resolution the authorization to execute the Amendment No. 9 with Black & Veatch of Kansas City, Missouri for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation".

Sample Motion

Move to approve the resolution.

AMENDMENT NO. 9
TO AGREEMENT BETWEEN
CITY OF GRAND ISLAND
AND
BLACK & VEATCH CORPORATION
FOR PROFESSIONAL SERVICES
FOR

Consulting Engineering Services for the WWTP and Collection System Rehabilitation

THIS IS AN AMENDMENT made as of _____, 2014 to the agreement between City of Grand Island (OWNER) and Black & Veatch Corporation (ENGINEER) dated October 17, 2011, and entitled Consulting Engineering Services for the WWTP and Collection System Rehabilitation. OWNER and ENGINEER agree to amend such Agreement as follows:

ARTICLE 3 – SERVICES TO BE PERFORMED BY ENGINEER

The scope of services for this amendment includes the following services:

1. North Interceptor Phase 2 – Construction Phase Services for the North Interceptor Phase 2.

The following tasks are included:

1. Task 6.0 – Construction Phase Services - North Interceptor Phase 2
2. Task 6.1 – Resident Inspection During Construction - North Interceptor Phase 2

The tasks above include services separated into the following construction packages:

- a. Bid Schedule Phase 2A, 2B, and 2C,
- b. Bid Schedule Phase 2D (Lift Station 8),
- c. Bid Schedule Phase 2E (Lift Station 13),
- e. Bid Schedule Phase 2G (Lift Station 10),
- f. Bid Schedule Phase 2H (Lift Station 2),
- g. Bid Schedule Phase 2I (Lift Station 15).

The final construction phase services provided under this amendment does not include Bid Schedule Phase 2F. The following tasks and subtasks will be provided for each of the above construction packages.

The Scope of Services as described in Attachment A – Scope of Services shall be amended to include the following:

Task 6.0 – Construction Phase Services – North Interceptor Phase 2

ENGINEER's services for these tasks are dependent on the construction Contractor's schedule and completion defined in the Contract Documents (City Project 2012-S-6). The scope of ENGINEER's work and compensation were developed based on the OWNER's intention to issue a Notice to Proceed to Contractor on or about October 15, 2014 followed by 36 months of construction (15 months for Phases 2A,B,C and 21 months for the Lift Station Abandonments) or 20 months for Phases 2A,B, and C only). The final combination of construction packages will be dependent on the bidding results. Two (2) months

for completion of conformed construction documents and project closeout activities are included. ENGINEER will provide project management administration services over this period. Any changes to this schedule may cause the OWNER or ENGINEER to request an adjustment to the compensation.

ENGINEER shall not have the authority or the responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. ENGINEER shall not have authority or responsibility for safety precautions and programs incidental to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Specific services to be performed by the ENGINEER for construction administration are as follows:

- 6.0.1 Attend Pre-Construction Conference. At date and time selected by the City and at facilities provided by the City, conduct preconstruction conference. The ENGINEER shall prepare an agenda for the conference and record, prepare, and distribute minutes of the conference. The preconstruction conference will include a discussion of the Contractor's tentative schedule, procedures for transmittal and review of the Contractor's submittal, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid. Discussion regarding the Contractor's responsibilities for meeting and necessary requirements of the State and Federal Assurances and Requirements for the project included in the Contract Documents will be provided by the City's Contract Administrator.
- 6.0.2 Construction Staking and Alignment Survey Check. Establish field control points for Contractor to use in constructing the project. The points will be offset stakes at 50' intervals for the sanitary sewer line as well as offset stakes for manholes and structures. Incorporate limits of construction and easement area staking in critical boundary areas. Any re-staking of control points, benchmarks, and/or construction staking damaged or destroyed in the field shall be re-established at the expense of the Contractor. These activities will not relieve the Contractor of the Contractor's overall responsibility to perform the work in accordance with the Contract Documents. A final as-constructed survey will verify selected elevations and horizontal locations of information provided on the Contractor's record drawings. Incorporate limits of construction staking in critical boundary areas (A total of 1500 (890 hours for Phases 2A, B, C and 610 hours for the Lift Station abandonments) hours will be budgeted for the limits of construction staking).
- 6.0.3 Provide Construction Administration Services. Provide general administration services to facilitate the work by the Contractor are performed in general conformance with the Construction Documents. By performing the services, no authority or responsibility is assumed to supervise, direct, or control the Contractor's work or the Contractor's means, method, techniques, or procedures of construction. Provide services for assisting contractor in making revisions to traffic control plans as warranted by changes in construction scheduling and/or changes in site conditions. A total of 30 hours will be budgeted for traffic control plan revisions.
- 6.0.4 Attend and Conduct Bi-Monthly Construction Progress Meetings. Attend and conduct regularly scheduled construction progress meetings as required by the specifications. Contractor shall prepare agenda and record and distribute meeting minutes of each meeting. Meeting minutes shall include reviews and status of construction activities,

construction schedule, requests for information, submittals, contract change requests, contract change orders, and budget reports. The anticipated progress meetings are a combination of monthly, bi-weekly, and some weekly meetings. The planned number of meetings are:

North Interceptor Phase 2 - Thirty (30) meetings

- 6.0.5 Review Construction Schedule. Review and comments on the Contractor's initial and updated construction schedule(s) and advise City as to acceptability. Review and analyze Contractor's construction schedule(s), activity sequences, and construction procedures with regard to City's ability to keep existing facilities in operation.
- 6.0.6 Conduct Periodic Site Visits. Make periodic site visits to the construction site to observe progress of the work and consult with the City and Contractor concerning problems and/or progress of the work. Periodic site visits are based on a total of 64 visits in conjunction with the construction meetings including site visit by the Microtunneling Specialist. Special inspections Microtunneling Specialist will be coordinated with the Resident Representative as outlined in Task 3.5.
- 6.0.7 Interpret Contract Documents. When requested by OWNER or Contractor, ENGINEER will interpret the Contract Documents. ENGINEER's responses to requests for clarification, interpretation, or information from the Contractor will be distributed by ENGINEER to OWNER and Contractor. ENGINEER will prepare and maintain a log of requests for clarifications, interpretations, and information. To establish basis for ENGINEER's compensation, up to twenty (20) requests for clarification, interpretations, or information are budgeted to be reviewed and returned with a written response.
- 6.0.8 Assist in Evaluating and Preparing Change Orders. Investigate and process all necessary construction change orders (initiated by the Owner or Contractor) justifications and related changes to the contract documents as may be necessary. Negotiate with the Contractor to assist in obtaining a fair price for the work. Said negotiations will be subject to the approval of the City. Eleven (11) change orders are assumed for purposes of this scope of services.
- 6.0.9 Administer Change Orders. Review documentation and administer the processing of change orders, including applications for extensions of construction time. Documentation will be provided by Resident Project Representative and Contractor.
- 6.0.10 Review Monthly Contractor Pay Requests. Review and process the Contractor's monthly payment requests and forward them to the City for approval. Review will be for the purpose of making a full independent mathematical of the Contractor's payment request. Resident Project Representative will be responsible for reviewing and verifying the quantities of work which are the basis of the payment request. Thirty-five (35) pay requests are assumed for purposes of this scope of services.

- 6.0.11 Review Contractor's Submittals. Review Contractor's submittals, shop drawings, and other data submitted by the Contractor as required by the construction contract documents (60 submittals anticipated). Review will be for general conformity to the construction contract drawings and specifications for the contract, and will not relieve the Contractor of any of his contractual responsibilities. Such review will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- 6.0.12 Assist with Substantial Completion Inspection. Upon request for Substantial Completion, inspect the construction work for compliance with the Contract Documents and prepare a listing of those items to be completed or corrected before final completion of the contract. Submit results of the inspection to the City and Contractor.
- 6.0.13 Assist with Final Completion Inspection. Upon completion or correction of the items of work on the punch list, conduct final inspection to determine whether the work is complete. Provide written recommendations concerning final payment to the City including a list of items, if any, to be completed prior to the making of such payment.
- 6.0.14 Prepare Conformed Construction Record Documents. Upon completion of the project, revise the construction drawings to conform to the construction records. Conformed to construction record documents will be provided to the City in electronic PDF format and AutoCAD format.
- 6.0.15 Conduct Warranty Inspections. Conduct an inspection during the one-year warranty period at a date to be determined by the City to identify defects of the work that need to be addressed or corrected. The warranty inspection will be conducted with the Contractor present and include walking/driving the entire route of the interceptor. As necessary, a formal request will be forwarded to the Contractor requesting corrective action.
- 6.0.16 Assist with Public Involvement. ENGINEER will arrange for and conduct an "open house" style public meeting to inform the public of the project and project timelines. Two (2) public meetings total are planned for Bid Sections A-C and one (1) each public is planned for Bid Sections D-I for a total of seven (7) public meetings. These meetings will be held close to the pre-construction meeting of the project. The ENGINEER will also provide informational updates throughout the project (bi-weekly) for the CITY to post on the City's website and/or release to the press. A total of sixty four (64) bi-weekly updates are anticipated. Individual landowner meetings are also anticipated during the construction of the project. A total of fifty (50) individual landowner meetings are anticipated.
- 6.0.17 Conduct Project Closeout. ENGINEER will review and file applicable documents required by the OWNER pertaining to the project and turn over required documents from the ENGINEER's RPR to the OWNER. ENGINEER will gather and consolidate its project files for long-term storage.
- 6.0.18 Site Conditions. Provide recorded site condition prior to construction, this will be redundant to contractors recorded preconstruction site conditions. The ENGINEER should carefully check the relevant site details and record them in writing, in sketches and in photos which will be compiled into a condition report. This report is supplied to

the CITY and may have to be given to neighboring property owners if their property is affected by the construction.

Task 6.1 – Resident Observation Services During Construction – North Interceptor Phase 2

ENGINEER, through sub-consultant, shall furnish a Resident Project Representative(s) (RPR) under the project work plan for construction of the work for a cumulative total of the following man hours:

North Interceptor Phase 2-	5,850 hours (2700 for Phase 2A, B, C and 3150 for Lift Stations)
----------------------------	--

The man hours are based on an estimated construction length of 126 weeks with an average of 45 hours per week of observation time (one full time person plus some part time observation) and 6 weeks with an average of 30 hours per week. Time for meetings, reports, testing, and project close-out items are in addition to the above listed hours.

The RPR will observe the Contractor’s work and perform the services listed below. The RPR shall not have the responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the ENGINEER. This service will in no way relieve the Contractor of complete supervision and inspection of the work or the Contractor’s obligation for complete compliance with the drawings and specifications. The Contractor shall have the sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. Specific services performed by the RPR are as follows:

6.1.1 Site Observations and Liaison with OWNER and Contractor. Conduct onsite observations for the work being performed, of the general progress of the work to assist ENGINEER and City in determining if the work is proceeding in accordance with the construction contract documents. Observe pertinent site conditions when Contractor(s) maintain that differing subsurface and physical conditions have been encountered, and document actual site conditions.

Working principally through City’s representative, assist ENGINEER in providing interpretation of the construction contract documents. Transmit ENGINEER’s clarifications and interpretations of the construction contract documents to the City’s representative. When Contractor’s operations affect City’s onsite operations, assist in obtaining from City additional details or information when required at the jobsite for proper execution of the work. Advise ENGINEER and City’s representative or its Public Works Engineer immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been previously reviewed and accepted by the ENGINEER. Monitor changes of apparent integrity of the site resulting from construction related activities. Assist in coordinating and scheduling of utility activities to minimize conflicts with City’s activities. Coordinate onsite materials and other field testing services during construction. Provide copies of tests performed and results to ENGINEER and City for review and information.

6.1.2 Meetings, Reports, and Documents Review and Maintenance. Attend the preconstruction conference. Attend bi-monthly progress meetings, and other meetings with the City and the Contractor when necessary, to review and discuss construction procedures and progress scheduling, consulting management procedures, and other matters concerning the project. Submit to ENGINEER and City daily/weekly construction progress reports containing a summary of the Contractor’s progress,

general condition of the work, problems, and resolutions or proposed resolutions to problems, hours the Contractor worked on site, construction equipment on the jobsite, observed weather conditions, and observed delays and potential causes. Report to ENGINEER and City regarding work which is known to be defective, or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment and advise ENGINEER whether the work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval. Review applications for payment with Contractor for compliance with the established procedure for their submission, and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated into the work. Maintain a marked set of drawings and specifications at the jobsite based on data provided by the Contractor. Maintain a daily diary or log book of events at the jobsite. Provide a copy of the daily diary to ENGINEER and City upon completion of the project.

6.1.3 Observe Contractor’s Field Tests. Observe and document field tests of equipment, soils compaction, concrete, structures, and systems including but not limited to; lamping, air, testing, exfiltration, and mandrel testing; and review the resulting reports, commenting to ENGINEER, as appropriate. Report to ENGINEER, giving opinions and suggestions based on the Resident Project Representative’s observations regarding the defects or deficiencies in the Contractor’s work and relating to compliance with drawings, specifications, and design concepts. Visually inspect materials, equipment, and supplies delivered to the worksite. Recommend to the ENGINEER the rejection of materials, equipment, and supplies, which do not conform to the construction contract documents.

6.1.4 Provide Geotechnical/Testing Services. Coordinate field soils and concrete testing as required or requested by the ENGINEER and City. Based on the estimate of the required number of tests, the following scope of test services is anticipated:

North Interceptor Phase 2	
Backfill field density tests -	1640 tests
Concrete sets of cylinder casts and tests -	161 sets and tests
Standard Proctor and Atterberg limit tests -	22 tests
Sieves (Pipe Bedding Material) -	12 tests

Plus supervision, data review, and reports.

6.1.5 Provide Completion/Inspections. Assist ENGINEER and City in Certification of Substantial Completion. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction. Assist ENGINEER and City in conducting a final inspection in the company of City and Contractor, and prepare a final list of items to be completed or corrected. Verify that all items on the final list have been completed or corrected and make recommendations to ENGINEER and City for determining final acceptance.

6.1.6. Isolation / By-Passing / Discharging / Street Closing. The RPR shall not authorize any Wastewater Utility systems isolation, by-passing, or discharging. The City’s Owner

Representative shall be notified of the requirement to isolate, by-pass, or discharge. The RPR shall assist in forty-eight (48) hour notification of a required street closing reporting to the city's Owner Representative.

ARTICLE 4 – COMPENSATION

4.1 The total amount of payments for services and Reimbursable Expenses in accordance with Attachment B-1, Compensation shall be changed from \$7,334,476 (per Council Resolution 2011-307 dated October 11, 2011) to \$9,181,115 representing an increase of \$1,846,639. The compensation by Task shall be as follows:

- 1. Task 6.0 – Construction Phase Services – North Interceptor Phase 2 \$1,308,869
- 2. Task 6.1 – Resident Inspection During Construction – North Interceptor Phase 2 \$537,768

All other provisions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment as of the day and year first above written.

OWNER:

ENGINEER:

CITY OF GRAND ISLAND, NEBRASKA

BLACK & VEATCH CORPORATION

By: _____

By:  _____

Title: Jay Vavricek, Mayor

Title: Associate Vice President

Date: _____

Date: 8/28/14 _____

Attest: _____

Date: _____

RaNae Edwards, City Clerk

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

Date:

Bob Sivick, City Attorney

RESOLUTION 2014-278

WHEREAS, on October 11, 2012 Grand Island City Council, by Resolution No. 2011-307, approved the consulting agreement with Black & Veatch of Kansas City, Missouri; for project management, collection system master planning and conceptual designs for the Northeast Interceptor sewer, Collection System rehabilitation and Wastewater Treatment rehabilitation in the amount of \$1,121,160.00, and

WHEREAS, on April 24, 2012 Grand Island City Council, by Resolution No. 2012-111, approved Amendment No. 1 allowed for the continuation of the design effort to final design and bidding, in the amount of \$1,910,075.00; and

WHEREAS, on August 28, 2012 Grand Island City Council, by Resolution No. 2012-229, approved Amendment No. 2 to add CDBG guideline provisions, and provided for construction engineering services for the Lift Station No. 7 Improvements and 4th Street to 5th Street; Eddy Street to Vine Street rehabilitation, in the amount of \$53,000; and

WHEREAS, on November 13, 2012 Grand Island City Council, by Resolution No. 2012-329, approved Amendment No. 3 allowed for construction engineering services and resident inspection during construction for the 5th Street Sanitary Sewer Improvements, as well as for the South & West Sewer Interceptor Improvements with the consulting firm Black & Veatch of Kansas City, Missouri, in the amount of \$265,754.00; and

WHEREAS, on February 12, 2013 Grand Island City Council, by Resolution No. 2013-34, approved Amendment No. 4 allowed for the review to the "Report on Revenue Requirements, Cost of Service and Rates for Wastewater", in the amount of \$30,000; and

WHEREAS, on February 12, 2013 Grand Island City Council, by Resolution No. 2013-35, approved Amendment No. 5 allowed preliminary design engineering services in Phase II of the North Interceptor Sewer planning, and final bidding documents for Phase II-B North Interceptor Sewer with the consulting firm Black & Veatch of Kansas City, Missouri in the amount of \$451,896; and

WHEREAS, on May 14, 2013 Grand Island City Council, by Resolution No. 2013-2013-148, approved Amendment No. 6 allowed fee compensation in engineering services that were not specifically identified in the original design agreement; Consulting Engineering Construction Phase Services, and Resident Inspection During Construction for Phase I; North Interceptor Sewer Construction, in the amount of \$719,617.00; and

WHEREAS, on May 14, 2013 Grand Island City Council, by Resolution No. 2013-149, approved Amendment No. 7, which provides for Consulting Engineering Construction Phase Services, Resident Inspection During Construction and Integration Services for Headworks Improvements Construction with the consulting firm Black & Veatch of Kansas City, in the amount of \$1,878,450.00; and

Approved as to Form	□ _____
September 5, 2014	□ City Attorney

WHEREAS, on December 17, 2013 Grand Island City Council, by Resolution No. 2013-400, approved Amendment No. 8, which allowed Final Design Phase Services for North Interceptor Phase 2A & 2C (Broadwell Avenue to 7th/Sky Park Road & Lift Station No. 19 to Webb Road), as well as Bidding Phase Services for all 3 phases of the North Interceptor (Broadwell Avenue to 7th/Sky Park Road, Webb Road to Broadwell Avenue, and Lift Station No. 19 to Webb Road). Bidding Phase Services originally included in Amendment No. 5 for the North Interceptor were deleted and combined in this amendment

WHEREAS, Amendment No. 9 will allow for construction phase services and resident observation services during construction on North Interceptor 2; and

WHEREAS, the agreement cost increase for Amendment No. 9 is \$1,846,639.00, resulting in a revised agreement cost of \$9,181,115.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that such Amendment No. 9 to the agreement with Black & Veatch of Kansas City, Missouri is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Amendment No. 9 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item G-22

#2014-279 - Approving Authorization for Emergency Sanitary Sewer Repairs in the Alley between Park Avenue & Grand Island Avenue from Prospect Street to Forrest Street

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Plant Engineer

Meeting: September 9, 2014

Subject: Approving Authorization for Emergency Sanitary Sewer Repairs in the alley between Park Avenue & Grand Island Avenue; From Prospect Street to Forrest Street

Item #'s: G-22

Presenter(s): John Collins PE, Public Works Director

Background

Emergency sanitary sewer repairs were needed for a sanitary sewer mainline in the alley between Park Avenue & Grand Island Avenue; From Prospect Street to Forrest Street.

During Fiscal Year 2012/2013 there was one emergency sanitary sewer repair on the west end of Seedling Mile Access Road (part of the North Interceptor), with a cost of \$63,192.94.

Thus far for Fiscal Year 2013/2014 there have been nine (9) sanitary sewer collapses in the collection system.

- East end of 7th Street/4th Street/Sky Park Road (part of the North Interceptor) - \$59,462.96
- Sycamore Street (in the street between 21st Street & 22nd Street) - \$71,570.56
- Sycamore Street (in alley between 21st Street & 22nd Street) - \$16,194.17
- Sycamore Street (in alley between 21st Street & 22nd Street – \$2,500.00 - Approximate cost of this repair, which requires slip lining due to a crack in the line. Johnson TV has been contacted for such work, as City staff doesn't have the ability to cut out the necessary tap in the line – this work has not been done as of yet
- Koenig Street, from Sycamore Street to Pine Street - \$12,186.99
- Lift Station No. 20 Forcemain (Langenheder Street) - \$16,000.00
- Christian School at the northeast corner of State Street & Huston Avenue - \$26,164.12
- Alley between Custer Avenue & Howard Avenue; from College Street to Forrest Street - \$29,570.96
- **Alley between Park Avenue & Grand Island Avenue; from Prospect Street to Forrest Street - \$37,425.00 (Mid-Lands Contracting four (4) point repairs - \$7,300.00)*

Actual costs of \$275,874.76 to date, with an approximate cost of \$2,500.00 for the final Sycamore Street alley repair, equates to a total cost of \$278,374.76 for Fiscal Year 2013/2014.

Discussion

The Diamond Engineering Company of Grand Island, Nebraska was hired by providing a quote of \$51,560.00 to effect the necessary emergency repairs. Two other contractors were contacted to solicit quotes from; Van Kirk Bros. Contracting of Sutton, Nebraska provided a quote of \$102,196.00 and O'Hara Plumbing of Grand Island, Nebraska whom stated they were not available to do the repair.

The Diamond Engineering Co. will be paid the repair cost of \$37,425.00, which is based on actual time and materials incorporated into the repair work. Since the total is over \$20,000.00 council approval is necessary. We are requesting permission to use the emergency procurement procedures as outlined in Section 27-13 of the City Code.

Summary of total costs included in this repair are shown in the following table.

<i>Vendor</i>	<i>Item</i>	<i>Price</i>
The Diamond Engineering Co.		
	Sewer Repair	\$37,425.00
Grand Total		\$37,425.00

*

In addition to this work performed by The Diamond Engineering Co. a purchase order in the amount of \$7,300.00 was issued to Mid-Lands Construction for four (4) point repairs using Cured In Place (CIPP) technology. This technology eliminates the amount of excavation, dewatering and restoration that normally accommodates point repairs. This is a proactive approach to addressing the wastewater infrastructure needs. A reactive approach on this type of repair could easily cost \$50,000.00 to \$100,000.00.

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 usage of the City's Emergency Procurement Procedures and pass a resolution authorizing payment of the vendors listed with the corresponding amounts for the necessary sanitary sewer repairs.

Sample Motion

Move to approve the usage of the City's Emergency Procurement Procedures and authorize payment of the vendors listed with the corresponding amounts for the necessary sanitary sewer repairs.

RESOLUTION 2014-279

WHEREAS, the Wastewater Division of the Public Works Department needed to perform an emergency sanitary sewer repair in the alley between Park Avenue & Grand Island Avenue; from Prospect Street to Forrest Street; and

WHEREAS, permission is requested to use the emergency procurement procedures as outlined in Section 27-13 of the City Code; and

WHEREAS, The Diamond Engineering Co. of Grand Island, Nebraska has been hired to do said repairs, with a quote of \$51,560.00; and

WHEREAS, two other contractors were contacted to solicit quotes from; Van Kirk Bros. Contracting of Sutton, Nebraska provided a quote of \$102,196.00 and O'Hara Plumbing of Grand Island, Nebraska whom stated they were not available to do the repair; and

WHEREAS, such repairs consisted of the following expenses:

<i>Vendor</i>	<i>Item</i>	<i>Price</i>
The Diamond Engineering Co.		
	Sewer Repair	\$37,425.00
Grand Total		\$37,425.00

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the sanitary sewer repair in the alley between Park Avenue & Grand Island Avenue; from Prospect Street to Forrest Street, in the total amount of \$37,425.00 is hereby approved; with payments detailed herein to the vendor listed with the corresponding amounts.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 5, 2014	☐ City Attorney



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item G-23

#2014-280 - Approving Annual Agreement for Financial Software Licensing and Support

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: September 9, 2014

Subject: Approving Annual Agreement for Financial Software Licensing and Support

Item #'s: G-23

Presenter(s): Jaye Monter, Finance Director

Background

On July 10, 2001, Council approved the purchase and implementation of Tyler Technologies' MUNIS integrated financial software system for the City of Grand Island. This financial software continues to provide the City of Grand Island excellent service and support for financial information. Each year in order to receive software upgrades and technical assistance from the company, it is necessary to enter into an annual Support Agreement.

Discussion

The total cost for the period of 9/14/2014 to 9/13/2015 is \$145,035.83. This includes system support and licensing updates for: Operating System Database Administrative Support \$27,966.76, MUNIS Module Support and Update Licensing \$114,069.07, and Graphic User Interface (GUI) Support \$3,000.

The Operating system Database Administrative Support provides service to the Information Technology department on system backup and recovery assistance, file permissions and security, system tools and user guides of each module, assistance on upgrades for each database as well as services for free on-site system server transfers.

Munis Module Support and Update Licensing include support and licensing for City staff to use the following accounting programs. Payroll, Human Resource Management, Project Accounting, Requisitions/Purchase Orders, Accounts Payable, General Ledger, Budget, General Billing, Accounts Receivable, Special Assessments, Fixed Assets, Laserfiche, Crystal Reports. Employee Self Service and Munis Office.

The laserfiche feature enables viewing of on-line accounts payable invoices, checks written, purchase orders, and secured employee direct deposit stubs.

Crystal Reports is a report writing system that extracts data from each accounting module table to produce user defined reports.

The Employee Self-Service module allows employees to have on-line access to pay history, W-2 information, leave balances, and make changes to their personal information such as addresses, phone numbers, dependents and emergency contacts. Employee Self-Service is also used annually for on-line cafeteria benefit deductions and has allowed the City to implement on-line employee absence approvals that flow directly into bi-weekly payroll batch processing.

Munis Office connects Microsoft Office products Excel and Word to each accounting program.

The Graphic User Interface (GUI) Support is the interface that creates the screens and user “look” to the database that holds information. Users can individualize the look and feel of each of their module screens showing different information in different ways.

Alternatives

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

1. Approve the 2014-2015 Contract with Tyler Technologies, Inc for software support and licensing.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the 2014-2015 Annual Financial Support Agreement with Tyler Technologies, Inc. in the amount of \$145,035.83.

Sample Motion

Move to approve the Annual Financial Support Agreement with Tyler Technologies, Inc.

**ANNUAL SUPPORT AGREEMENT AND LICENSE AGREEMENT
FOR MUNIS® SOFTWARE**

Invoice to:
1181 City of Grand Island
PO Box 1968
Address: Grand Island, 68802

Contact:
Jaye Monter

Telephone:
308.385.5444

This Support and License Agreement (herein "Agreement") is entered into between City of Grand Island (Licensee) with its principal place of business at 100 East First Street, Grand Island, NE and Tyler Technologies, Inc., MUNIS Division, (Licensor) with its principal place of business at One Tyler Drive, Yarmouth, Maine, 04096 on this 14th day of September 2014.

The headings used in the Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

The Licensee agrees to purchase and MUNIS agrees to provide services for the products listed below in accordance with the following terms and conditions.

I. Term of Agreement

This Agreement is effective as of 09/14/14 and shall remain in force until 09/13/15 (one-year term). Upon termination of this Agreement the Licensee may renew the Agreement for subsequent one-year periods at the then current fee structure as established by the Licensor.

II. Scope of the Agreement

Both parties acknowledge that this Agreement covers both Support and Licensing for the products listed below, used by the Licensee for the operations of: City/Town/Village School County Other
(This Agreement is limited to only those entities marked.)

III. Payment

- Licensee agrees to pay MUNIS \$ 114,069.07, for licensing and support services, as described below. This payment is due and payable upon execution of the Agreement.
- Additional charges. Any services performed by MUNIS for the Licensee, which are not covered by the Agreement, will be charged at the then applicable time rate*. All materials supplied in connection with such non-covered maintenance or support will be charged to the Licensee. Any additional charges will be added to the next invoice submitted to the Licensee and shall be due on the same date as the other charges included in that invoice.

IV. Covered Products

This Agreement is limited to the following listed products which are registered for Licensee's Windows 2008 R2 system.

Application:

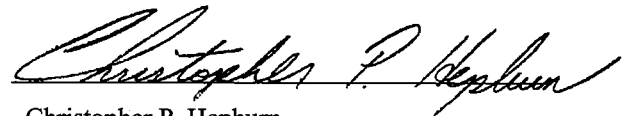
Accounting/GL/BG/AP	F
Accounts Receivable	F
Employee Self Service	D
Fixed Assets	F
General Billing	F
HR Management	D
MUNIS Connector for Laserfiche	E
UB Special Assessments	D
MUNIS Crystal Reports	F
MUNIS Office	F
Payroll	D
Project & Grant Accounting	F
Purchase Orders	F
Requisitions	F
Timekeeping Interface	D

Application:

Tyler Forms Processing	F
------------------------	---

Licensee¹

Tyler Technologies, Inc., MUNIS Division



Christopher P. Hepburn

Date

Date

August 15, 2014

* Current Billable Service Rates are available on request.

Rates are subject to change and a contract for services or a Purchase Order is required to hold a quoted rate.

¹ Licensee's acceptance signature is optional. Payment of this contract by Licensee signifies acceptance of the terms and conditions

V. Terms and Conditions for Licensing:

1. **Grant of License:** Upon execution of this Agreement, Licensee is hereby granted the non-exclusive and non-transferable license and right to use the current version of the MUNIS Licensed Programs listed in Section IV., and related materials. This License will also cover any additional revisions that Licensor may release during the term of this Agreement. The Licensor agrees to extend and the Licensee agrees to accept a license subject to the terms and conditions contained herein for the current version of the MUNIS software products identified in Section IV.
2. **Limited Use:** The software products listed are licensed for use only for the benefit of the Licensee listed in this Agreement. This license is registered for the Licensee's computer system identified in Section IV. As long as a current License and Support Agreement is in place, this License may be transferred to any other hardware system used for the benefit of Licensee. Licensee agrees to notify Licensor prior to transferring the licensed products to any other system. The right to transfer this license is included in the cost of this Agreement. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to the Licensee.
3. **Confidentiality:** The Licensee agrees that the Products are proprietary to the Licensor and have been developed as a trade secret at the Licensor's expense. The Licensee agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the Products or accompanying documentation.
4. **Modification:** The Products may be modified but such modification shall be only for the use on the Licensee's system for which the Products are licensed and shall not cause the Licensee or anyone performing such modification to gain any proprietary or other interest in the Products.
5. **Copies:** The Licensee may make copies of the licensed Products for archive purposes only. The Licensee will repeat any proprietary notice on the copy of the Product. The documentation accompanying the product may not be copied except for internal use.
6. **Warranty:** For as long as a current software support agreement is in place, the Licensor will warrant that all MUNIS® software programs will operate as described in the brochures and user manuals of MUNIS. If a program fails to operate in the manner described within these documents, the Licensor will correct the problem at no charge to the Licensee. If Licensee has made modifications to the software programs, Licensor will no longer warrant the performance of those programs, which contain modifications, unless specifically authorized in writing by the Licensor.

VI. Terms and Conditions for Support:

1. **Scope of Services:** MUNIS will provide the following services for the benefit of the Licensee.
 - a.) MUNIS shall provide software-related telephone support to the Licensee. Support personnel will accept phone calls during MUNIS's normal working hours (8:00 A.M. to 6:00 P.M., Eastern Standard Time, Monday through Friday) for the term of this Agreement, limited to a reasonable number of calls of reasonable duration. Assistance and support requests, which require special assistance from MUNIS's development group, will be taken and directed by support personnel. In the event that support representatives are unavailable to receive calls, messages will be taken and calls will be returned within one working day.
 - b.) MUNIS will continue to maintain a master set of the current computer programs on appropriate media, as well as hardcopy printout of source code programs and documentation.
 - c.) MUNIS will maintain staff that is appropriately trained to be familiar with Licensee's software programs that are listed in Section IV in order to render assistance, should it be required.
 - d.) MUNIS will provide Licensee with all program enhancements, modifications or updates that MUNIS may make to the then Current Release of the program applications covered in this Agreement.
 - e.) In the case of system software new Release(s), the Licensee will also be required to pay whatever fees the manufacturer charges to MUNIS for the new Release. Licensee understands that and agrees that six (6) months after shipment by MUNIS of new Releases, MUNIS shall cease to support the earlier Release and for the balance of the term, MUNIS shall support the new Release.
 - f.) MUNIS will make available appropriately trained personnel to provide Licensee additional training, program changes, analysis, consultation, recovery of data, conversion, non-coverage maintenance service, etc., billable at the current per diem rate. All expenses will be billed in accordance with the then current Tyler Travel Policy.
2. **Limitations and Exclusions:** The support and services of this Agreement do not include the following:
 - a.) Installation of the Licensed Software, onsite support, application design, and other consulting services, or any support requested outside of normal business hours.
 - b.) The Licensee shall be responsible for implementing at its expense, all changes to the Current Release. Licensee understands that changes furnished by MUNIS for the Current Software Release are for implementation in the Current Software Release, as it exists without customization or Licensee alteration.
3. **Licensee Responsibilities:**
 - a.) The Licensee shall provide, at no charge to MUNIS, full and free access to the programs covered hereunder: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
 - b.) The Licensee shall install and maintain for the duration of this Agreement, a modem and associated dial-up telephone line or other connection method acceptable to MUNIS. The Licensee shall pay for installation, maintenance and use of such equipment and associated telephone line use charges. MUNIS at its option, shall use this modem and telephone line in connection with error correction. Such access by MUNIS shall be subject to prior approval by the Licensee in each instance.
4. **Non-Assignability:** The Licensee shall not have the right to assign or transfer its rights hereunder to any party.
5. **Excused Non-Performance:** MUNIS shall not be responsible for delays in servicing the products covered by this Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.
6. **Limitation of Liability:** The liability of MUNIS is hereby limited to a claim for a money judgement not exceeding the total amount paid by the Licensee for services under this Agreement. THE LICENSEE SHALL NOT IN ANY EVENT BE ENTITLED TO, AND MUNIS SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MUNIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF THE LICENSEE'S CLAIM.

VII. General

1. **Governing Law:** This agreement shall be governed by, and construed in accordance with the laws of Client's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.
2. **Modification of this Contract:** No modifications or amendment of this Agreement shall be effective unless set forth in writing and signed by both the Licensee and MUNIS.
3. **Suspension:** Support and services will be suspended whenever Licensee's account is thirty days overdue. Support and services will be reinstated when Licensee's account is made current.
4. **Entire Agreement:** THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE LICENSEE AND MUNIS WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND OTHER COMMUNICATIONS BETWEEN THEM RELATING TO THE SOFTWARE SUPPORT AND MAINTENANCE SERVICE OF THE PRODUCTS COVERED BY THIS AGREEMENT.
5. **Trademarks:** MUNIS and the MUNIS Logo are registered trademarks of Tyler Technologies, Inc.

**ANNUAL SUPPORT AGREEMENT AND LICENSE AGREEMENT
FOR MUNIS® SOFTWARE**

Invoice to:
1181 City of Grand Island
PO Box 1968
Address: Grand Island, 68802

Contact:
Jaye Monter

Telephone:
308.385.5444

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III. Payment

- Licensee agrees to pay MUNIS \$ 114,069.07, for licensing and support services, as described below. This payment is due and payable upon execution of the Agreement.
- Additional charges. Any services performed by MUNIS for the Licensee, which are not covered by the Agreement, will be charged at the then applicable time rate*. All materials supplied in connection with such non-covered maintenance or support will be charged to the Licensee. Any additional charges will be added to the next invoice submitted to the Licensee and shall be due on the same date as the other charges included in that invoice.

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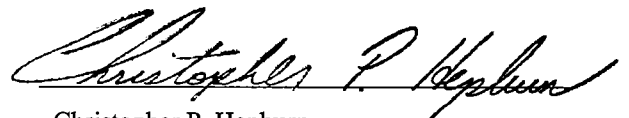
Accounting/GL/BG/AP	F
Accounts Receivable	F
Employee Self Service	D
Fixed Assets	F
General Billing	F
HR Management	D
MUNIS Connector for Laserfiche	E
UB Special Assessments	D
MUNIS Crystal Reports	F
MUNIS Office	F
Payroll	D
Project & Grant Accounting	F
Purchase Orders	F
Requisitions	F
Timekeeping Interface	D

Application:

Tyler Forms Processing	F
------------------------	---

Licensee¹

Tyler Technologies, Inc., MUNIS Division



Christopher P. Hepburn

Date

Date

August 15, 2014

* Current Billable Service Rates are available on request.

Rates are subject to change and a contract for services or a Purchase Order is required to hold a quoted rate.

¹ Licensee's acceptance signature is optional. Payment of this contract by Licensee signifies acceptance of the terms and conditions

V. Terms and Conditions for Licensing:

1. **Grant of License:** Upon execution of this Agreement, Licensee is hereby granted the non-exclusive and non-transferable license and right to use the current version of the MUNIS Licensed Programs listed in Section IV., and related materials. This License will also cover any additional revisions that Licensor may release during the term of this Agreement. The Licensor agrees to extend and the Licensee agrees to accept a license subject to the terms and conditions contained herein for the current version of the MUNIS software products identified in Section IV.
2. **Limited Use:** The software products listed are licensed for use only for the benefit of the Licensee listed in this Agreement. This license is registered for the Licensee's computer system identified in Section IV. As long as a current License and Support Agreement is in place, this License may be transferred to any other hardware system used for the benefit of Licensee. Licensee agrees to notify Licensor prior to transferring the licensed products to any other system. The right to transfer this license is included in the cost of this Agreement. The cost for new media or any required technical assistance to accommodate the transfer would be billable charges to the Licensee.
3. **Confidentiality:** The Licensee agrees that the Products are proprietary to the Licensor and have been developed as a trade secret at the Licensor's expense. The Licensee agrees to keep the software products confidential and use its best efforts to prevent any misuse, unauthorized use or unauthorized disclosures by any party of any or all of the Products or accompanying documentation.
4. **Modification:** The Products may be modified but such modification shall be only for the use on the Licensee's system for which the Products are licensed and shall not cause the Licensee or anyone performing such modification to gain any proprietary or other interest in the Products.
5. **Copies:** The Licensee may make copies of the licensed Products for archive purposes only. The Licensee will repeat any proprietary notice on the copy of the Product. The documentation accompanying the product may not be copied except for internal use.
6. **Warranty:** For as long as a current software support agreement is in place, the Licensor will warrant that all MUNIS® software programs will operate as described in the brochures and user manuals of MUNIS. If a program fails to operate in the manner described within these documents, the Licensor will correct the problem at no charge to the Licensee. If Licensee has made modifications to the software programs, Licensor will no longer warrant the performance of those programs, which contain modifications, unless specifically authorized in writing by the Licensor.

VI. Terms and Conditions for Support:

1. **Scope of Services:** MUNIS will provide the following services for the benefit of the Licensee.
 - a.) MUNIS shall provide software-related telephone support to the Licensee. Support personnel will accept phone calls during MUNIS's normal working hours (8:00 A.M. to 6:00 P.M., Eastern Standard Time, Monday through Friday) for the term of this Agreement, limited to a reasonable number of calls of reasonable duration. Assistance and support requests, which require special assistance from MUNIS's development group, will be taken and directed by support personnel. In the event that support representatives are unavailable to receive calls, messages will be taken and calls will be returned within one working day.
 - b.) MUNIS will continue to maintain a master set of the current computer programs on appropriate media, as well as hardcopy printout of source code programs and documentation.
 - c.) MUNIS will maintain staff that is appropriately trained to be familiar with Licensee's software programs that are listed in Section IV in order to render assistance, should it be required.
 - d.) MUNIS will provide Licensee with all program enhancements, modifications or updates that MUNIS may make to the then Current Release of the program applications covered in this Agreement.
 - e.) In the case of system software new Release(s), the Licensee will also be required to pay whatever fees the manufacturer charges to MUNIS for the new Release. Licensee understands that and agrees that six (6) months after shipment by MUNIS of new Releases, MUNIS shall cease to support the earlier Release and for the balance of the term, MUNIS shall support the new Release.
 - f.) MUNIS will make available appropriately trained personnel to provide Licensee additional training, program changes, analysis, consultation, recovery of data, conversion, non-coverage maintenance service, etc., billable at the current per diem rate. All expenses will be billed in accordance with the then current Tyler Travel Policy.
2. **Limitations and Exclusions:** The support and services of this Agreement do not include the following:
 - a.) Installation of the Licensed Software, onsite support, application design, and other consulting services, or any support requested outside of normal business hours.
 - b.) The Licensee shall be responsible for implementing at its expense, all changes to the Current Release. Licensee understands that changes furnished by MUNIS for the Current Software Release are for implementation in the Current Software Release, as it exists without customization or Licensee alteration.
3. **Licensee Responsibilities:**
 - a.) The Licensee shall provide, at no charge to MUNIS, full and free access to the programs covered hereunder: working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
 - b.) The Licensee shall install and maintain for the duration of this Agreement, a modem and associated dial-up telephone line or other connection method acceptable to MUNIS. The Licensee shall pay for installation, maintenance and use of such equipment and associated telephone line use charges. MUNIS at its option, shall use this modem and telephone line in connection with error correction. Such access by MUNIS shall be subject to prior approval by the Licensee in each instance.
4. **Non-Assignability:** The Licensee shall not have the right to assign or transfer its rights hereunder to any party.
5. **Excused Non-Performance:** MUNIS shall not be responsible for delays in servicing the products covered by this Agreement caused by strikes, lockouts, riots, epidemic, war, government regulations, fire, power failure, acts of God, or other causes beyond its control.
6. **Limitation of Liability:** The liability of MUNIS is hereby limited to a claim for a money judgement not exceeding the total amount paid by the Licensee for services under this Agreement. THE LICENSEE SHALL NOT IN ANY EVENT BE ENTITLED TO, AND MUNIS SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF MUNIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IRRESPECTIVE OF THE NATURE OF THE LICENSEE'S CLAIM.

VII. General

1. **Governing Law:** This agreement shall be governed by, and construed in accordance with the laws of Client's state of domicile. The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision.
2. **Modification of this Contract:** No modifications or amendment of this Agreement shall be effective unless set forth in writing and signed by both the Licensee and MUNIS.
3. **Suspension:** Support and services will be suspended whenever Licensee's account is thirty days overdue. Support and services will be reinstated when Licensee's account is made current.
4. **Entire Agreement:** THIS AGREEMENT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE LICENSEE AND MUNIS WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND OTHER COMMUNICATIONS BETWEEN THEM RELATING TO THE SOFTWARE SUPPORT AND MAINTENANCE SERVICE OF THE PRODUCTS COVERED BY THIS AGREEMENT.
5. **Trademarks:** MUNIS and the MUNIS Logo are registered trademarks of Tyler Technologies, Inc.



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-115897	09/01/2014	1 of 1

Empowering people who serve the public®

Questions:

Tyler Technologies - ERP & Schools
 Phone: 1-800-772-2260 Press 2, then 1
 Fax: 1-866-673-3274
 Email: ar@tylertech.com



Bill To: CITY OF GRAND ISLAND
 ATTN: JAYE MONTER
 PO BOX 1968
 GRAND ISLAND, NE 68802

Ship To: CITY OF GRAND ISLAND
 ATTN: JAYE MONTER
 PO BOX 1968
 GRAND ISLAND, NE 68802

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
1181	53654		USD	NET30	10/01/2014

Date	Description	Units	Rate	Extended Price
Contract No.: GRAND ISLAND, NE	OPERATING SYSTEM DATABASE ADMINISTRATIVE SUPPORT	1	27,966.76	27,966.76
Maintenance: Start: 14/Sep/2014, End: 13/Sep/2015				

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	27,966.76
Sales Tax	0.00
Invoice Total	27,966.76



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-115895	09/01/2014	1 of 2

Empowering people who serve the public®

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 GRAND ISLAND, NE 68802

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 ATTN: JAYE MONTER
 PO BOX 1968
 GRAND ISLAND, NE 68802

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
1181	53652		USD	NET30	10/01/2014

Date	Description	Units	Rate	Extended Price
Contract No.: GRAND ISLAND, NE				
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	6,436.11	6,436.11
	Maintenance: Start: 14/Sep/2014, End: 13/Sep/2015			
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	5,319.06	5,319.06
	Maintenance: Start: 14/Sep/2014, End: 13/Sep/2015			
	SUPPORT & UPDATE LICENSING - LASERFICHE INTERFACE TO DOCUMENT MANAGEMENT	1	5,306.78	5,306.78
	Maintenance: Start: 14/Sep/2014, End: 13/Sep/2015			
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	7,978.58	7,978.58
	Maintenance: Start: 14/Sep/2014, End: 13/Sep/2015			
	SUPPORT & UPDATE LICENSING - UB SPECIAL ASSESSMENTS	1	2,659.52	2,659.52
	Maintenance: Start: 14/Sep/2014, End: 13/Sep/2015			
	SUPPORT & UPDATE LICENSING - EMPLOYEE SELF SERVICE	1	3,989.30	3,989.30
	Maintenance: Start: 14/Sep/2014, End: 13/Sep/2015			
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	6,143.17	6,143.17
	Maintenance: Start: 14/Sep/2014, End: 13/Sep/2015			
	SUPPORT & UPDATE LICENSING - PAYROLL	1	8,775.95	8,775.95
	Maintenance: Start: 14/Sep/2014, End: 13/Sep/2015			
	SUPPORT & UPDATE LICENSING - TIMEKEEPING INTERFACE	1	0.00	0.00
	Maintenance: Start: 14/Sep/2014, End: 13/Sep/2015			
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	8,775.95	8,775.95
	Maintenance: Start: 14/Sep/2014, End: 13/Sep/2015			
	TYLER FORM PROCESSING SUPPORT	1	3,693.93	3,693.93
	Maintenance: Start: 14/Sep/2014, End: 13/Sep/2015			
	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	8,775.95	8,775.95
	Maintenance: Start: 14/Sep/2014, End: 13/Sep/2015			
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	29,253.59	29,253.59
	Maintenance: Start: 14/Sep/2014, End: 13/Sep/2015			
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	3,723.10	3,723.10
	Maintenance: Start: 14/Sep/2014, End: 13/Sep/2015			
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS	1	7,387.85	7,387.85
	Maintenance: Start: 14/Sep/2014, End: 13/Sep/2015			
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	5,850.23	5,850.23
	Maintenance: Start: 14/Sep/2014, End: 13/Sep/2015			



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-115895	09/01/2014	2 of 2

Empowering people who serve the public®

Questions:

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 Email: ar@tylertech.com

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Customer No.	Ord No	PO Number	Currency	Terms	Due Date
1181	53652		USD	NET30	10/01/2014

Date	Description	Units	Rate	Extended Price
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<p>**ATTENTION** Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.</p>	Subtotal	114,069.07
	Sales Tax	0.00
	Invoice Total	114,069.07



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-115896	09/01/2014	1 of 1

Empowering people who serve the public®

Questions:

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 Email: ar@tylertech.com



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Ship To: CITY OF GRAND ISLAND
 ATTN: JAYE MONTER
 PO BOX 1968
 GRAND ISLAND, NE 68802

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
1181	53653		USD	NET30	10/01/2014

Date	Description	Units	Rate	Extended Price
	Contract No.: GRAND ISLAND, NE GUI SUPPORT Maintenance: Start: 14/Sep/2014, End: 13/Sep/2015	50	60.00	3,000.00

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	3,000.00
Sales Tax	0.00
Invoice Total	3,000.00

RESOLUTION 2014-280

WHEREAS, on July 10, 2001, by Resolution 2001-180, the City of Grand Island approved the proposal of Process, Inc., d/b/a Munis, to implement new accounting software with an integrated financial program; and

WHEREAS, in order to receive continued upgrades and technical assistance from the company, it is necessary to enter into an annual Financial Support Agreement; and

WHEREAS, the cost for the period of September 14, 2014 to September 13, 2015 for Operating System Database Administrative support is \$27,966.76; and

WHEREAS, the cost for the period of September 14, 2014 to September 13, 2015 for Munis Module support and update licensing is \$114,069.07; and

WHEREAS, the cost for the period of September 14, 2014 to September 13, 2015 for Graphic User Interface (GUI) support is \$3,000.00; and

WHEREAS, the proposed agreement has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the annual Financial Support Agreement by and between the City and Tyler Technologies, Inc. for the amount of \$45,035.83 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 5, 2014	☐ City Attorney



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item G-24

#2014-281 - Approving Addendum to SCALES Interlocal Agreement for Cooperative Law Enforcement Services

Staff Contact: Steven Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: September 9, 2014

Subject: Approval of Addendum to SCALES Interlocal Agreement for Cooperative Law Enforcement Services

Item #'s: G-24

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department has been a charter member of the South Central Area Law Enforcement Service, SCALES, since the inception of the organization. Different agencies have joined the SCALES association since the inception of the association. The Merrick County Sheriff's Office has been approved for membership and we are requesting approval of the addendum for their membership.

Discussion

The Police Department has been a member of SCALES since 2006. SCALES agencies support one another during special events and or criminal investigations. Grand Island has received the support of SCALES in investigating cases such as officer involved in custody deaths and when President Bush came to Grand Island. In turn, our department has supported other SCALES agencies in criminal investigations and special events.

SCALES agencies also pool funding to bring specialized training schools to the area. SCLAES has hosted several specialized courses in the area that multiple officers from the GIPD have been able to attend. Such training would be cost prohibitive for any one agency to provide.

SCALES membership includes the Grand Island Police Department and the Police Departments from Hastings, Kearney, Lexington, Aurora, Holdrege and Cozad. It also includes the Hall, Adams, Buffalo, Dawson, and Phelps County Sheriff's Offices. The Merrick County Sheriff's Office has requested and been accepted for membership into SCALES. We are requesting approval of the addendum to provide for the Merrick County Sheriff's Office to become a member agency of SCALES.

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 Addendum to SCALES Interlocal Agreement for Cooperative Law Enforcement Services to provide for the Merrick County Sheriff's Office to become a member of SCALES.

Sample Motion

Move to approve the Addendum to SCALES Interlocal Agreement for Cooperative Law Enforcement Services to provide for the Merrick County Sheriff's Office to become a member of SCALES.

***ADDENDUM TO SCALES INTERLOCAL AGREEMENT FOR COOPERATIVE
LAW ENFORCEMENT SERVICES.***

WHEREAS, the Nebraska Counties of Adams, Buffalo, Hall, Dawson and Phelps and the Nebraska Cities of Hastings, Kearney, Grand Island, Holdrege, Aurora, Lexington and Cozad have entered into an interlocal agreement dated August 1st, 2006, for cooperative law enforcement services hereinafter referred to as “SCALES” a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the terms of SCALES provide that additional cities or counties may become parties to said agreement upon acceptance and execution of the agreement and upon the approval by the governing bodies of the parties already party to said agreement; and

WHEREAS the County of Merrick desires to become a party to SCALES under the same terms and conditions contained in the existing agreement dated August 1st, 2006 and hereby signifies acceptance of the same; and

WHEREAS in consideration of the County of Merrick’s agreement to initially contribute to the cooperative undertaking provided for in SCALES, and agreed sum not to exceed \$4,500.00 for initial payment, then annual dues as set by the governing board, currently \$1,000.00 thereafter, Adams, Buffalo, Hall, Dawson and Phelps Counties and the cities of Hastings Kearney, Grand Island, Holdrege, Aurora, Lexington and Cozad approve of the County of Merrick’s request to become a party to SCALES as signified by their respective signatures appearing below.

NOW THEREFORE, it is agreed that effective upon complete execution of this addendum by all necessary entities, and the payment the County of Merrick monetary contributions as stated above, the County of Merrick in the State of Nebraska shall hereinafter be deemed a party to SCALES and shall thereafter accrue all the same entitlement and obligations as the original parties to said agreement, with the exception of previously purchased equipment by the original agencies. In the event of liquidation of assets purchased before the date of this addendum, assets shall be sold and sums distributed equally amongst only the parties who originally paid for said assets. The County of Merrick shall be entitled to full usage rights of all tangible property jointed owned by SCALES. Items purchased jointly after the date of execution date of this addendum, ownership shall be shared equally amongst all monetary contributing members of the SCALES organization.

Executed this _____ day of _____, 2014.

County of Merrick

By. _____
Board Chair
County of Merrick

_____ Merrick County Sheriff

(Attest)

_____ Merrick County Clerk

RESOLUTION 2014-281

WHEREAS, The Grand Island Police Department has been a member of the South Central Area Law Enforcement Services, SCALES, interlocal since inception; and

WHEREAS, SCALES has been a benefit to the Grand Island Police Department and the City of Grand Island; and

WHEREAS, The Merrick County Sheriff's Office has requested and been approved to become a member agency of the SCALES interlocal.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the Addendum to SCALES Interlocal Agreement for Cooperative Law Enforcement Services to provide for the Merrick County Sheriff's Office to become a member of SCALES.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 5, 2014	☐ City Attorney



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item I-1

#2014-282 - Consideration of Request from The Cigarette Store Corp. dba Smoker Friendly Liquor & Tobacco #018, 710 Diers Avenue for a Class “C” Liquor License and Liquor Manager Designation for Jack Bailey, 2218 West 10th Street

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

Staff Contact: RaNae Edwards

RESOLUTION 2014-282

WHEREAS, an application was filed by The Cigarette Store Corp. doing business as Smoker Friendly Liquor & Tobacco #018, 710 Diers Avenue for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on August 30, 2014; such publication cost being \$16.77; and

WHEREAS, a public hearing was held on September 9, 2014 for the purpose of discussing such liquor license application.

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

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

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

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

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

_____ The City of Grand Island hereby recommends approval of Jack Bailey, 2218 West 10th Street as liquor manager of such business contingent upon completing a state approved alcohol server/seller program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
September 5, 2014 ✕ City Attorney



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item I-2

#2014-283 - Consideration of Request from Meier Recreation, LLC dba Infuse Mixology Bar & Bistro, 313 West 3rd Street for a Class “C” Liquor License and Liquor Manager Designation for Blake Meier, 920 Sagewood Avenue

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

Staff Contact: RaNae Edwards

RESOLUTION 2014-283

WHEREAS, an application was filed by Meier Recreation, LLC doing business as Infuse Mixology Bar & Bistro, 313 West 3rd Street for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on August 30, 2014; such publication cost being \$16.77; and

WHEREAS, a public hearing was held on September 9, 2014 for the purpose of discussing such liquor license application.

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

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

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

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

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

_____ The City of Grand Island hereby recommends approval of Blake Meier, 920 Sagewood Avenue as liquor manager of such business contingent upon completing a state approved alcohol server/seller program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
September 5, 2014 ✕ City Attorney



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item I-3

**#2014-284 - Consideration of Approving Award for the
Construction North Interceptor II; Project No. 2013-S-4**

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: September 9, 2014

Subject: Approving Award for the Construction North Interceptor II;
Project No. 2013-S-4

Item #'s: I-3

Presenter(s): John Collins PE, Public Works Director
Terry Brown PE, Manager of Engineering Services
Marvin Strong PE, Wastewater Plant Engineer

Background

Public Works Staff in conjunction with the design engineer, Black & Veatch of Kansas City, Missouri have jointly developed multi-year replacement planning stages for the City of Grand Island's large diameter gravity sanitary sewer interceptor network. The current planned interceptor, entitled the "North Interceptor" will replace aged force main sanitary sewer, reduce or eliminate current sewer pumping station(s), provide additional capacity for existing, and enable new services to areas in and around Grand Island.

The new North Interceptor gravity sewer interceptor route was developed to incorporate and partner with other utilities for the Capital Avenue Widening Project and the new Headworks Pumping Station Project at the Waste Water Treatment Plant.

A phased approach of constructing the North Interceptor was developed as follows:

- Phase I - Wastewater Treatment Plant to 7th Street / Skypark Road (nearing final closeout)
- Phase II (Part A) - 7th Street / Skypark Road to Broadwell Avenue
- Phase II (Part B) - Broadwell Avenue to Webb Road
- Phase II (Part C) - Webb Road to Diers Avenue (Lift Station No. 19)

Phase II Part B will be the first segment built to follow the Capital Avenue Widening project timeline. Phase II Part A will follow and Phase II Part C will end the Phase II sequence. The lift station abandonments (Bid Sections D, E, G, H and I) will follow the completion of Phase II.

Discussion

The Wastewater Division of the Public Works Department advertised for bids for North Interceptor Phase II (Project 2013-S-4) on August 7, 2014 and opened bids on August 20, 2014.

Phase II Construction Highlights include:

- The installation of 20,795 linear feet of large diameter (48-inch) sanitary sewer pipe.
- Elimination of 6 lift stations - #2, #8, #10, #13, #15 & #19 by fall of 2017.

The Public Works Department, Wastewater Division, and the Purchasing Division of the City Attorney's Office have reviewed all bids received. Three (3) bids were received with base bids ranging from \$17,062,782.00 to \$22,632,577.33. The engineer's estimate of cost for the base bid, including alternatives was \$22,074,000.00. The alternatives varied in pricing between the individual bids.

	S.J. Loius Construction, Inc. of Rockville, MN	Oscar Renda Contracting, Inc. of Roanoke, TX	Merryman Excavation of Woodstock, IL
Bid Section A	\$ 11,220,496.50	\$ 12,442,964.00	\$ 14,431,028.56
Bid Section B	\$ 2,652,131.50	\$ 4,586,037.00	\$ 4,056,628.81
Bid Section C	\$ 3,190,154.00	\$ 2,942,401.00	\$ 4,144,919.97
Bid Section D	\$ 610,177.50	\$ 550,232.00	\$ 856,353.12
Bid Section E	\$ 497,755.00	\$ 326,957.00	\$ 544,495.18
Bid Section F	\$ 654,556.00	\$ 244,057.00	\$ 604,130.37
Bid Section G	\$ 712,618.50	\$ 608,794.00	\$ 1,021,886.19
Bid Section H	\$ 1,945,858.50	\$ 1,750,843.00	\$ 2,505,181.29
Bid Section I	\$ 1,493,932.00	\$ 1,433,503.00	\$ 2,030,688.24
Total	\$ 22,977,679.50	\$ 24,885,788.00	\$ 30,195,311.73

**Bid Sections shown with corrected Bid Totals from math errors*

City staff and Consulting Engineers have discussed alternatives and performed value engineering on each bid item and bid section, and are bringing forward the following recommendation:

- Eliminating items that were to rehabilitate sections of storm sewer within the Phase IIA utility ditch, which had higher than expected cost. The work can be done at a later time, utilizing rehabilitation alternatives, and saves the project \$377,360.00.
- Reworking of the 48" Interceptor alignment within the utility ditch and reducing the sheet pile construction, which results in a \$511,200 cost reduction from bid Section A.
- Eliminating Lift Station #4 (Bid Section F), which has been recently rebuilt and as the price was significantly higher than the engineer's estimate. The lift station is in good enough repair to consider this a shelf-ready project for a later date. The elimination of

Lift Station #4 decreases the overall cost of the project to \$21,479,537.50, which is about 1% of 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, and design engineer, Black & Veatch recommend that the Council approve award of construction contract to build the North Interceptor Phase II, Project 2013-S-4 to S.J. Louis Construction, Inc. of Rockville, Minnesota.

Sample Motion

Move to approve the bid award to S.J. Louis Construction, Inc. of Rockville, Minnesota in the revised amount of \$21,479,537.50 for the construction of North Interceptor Phase II, Project 2013-S-4.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 20, 2014 at 2:00 p.m.

FOR: North Interceptor Phase 2 – Project 2013-S-4

DEPARTMENT: Public Works

ESTIMATE: \$22,143,000.00

FUND/ACCOUNT: Phase IIA: 53030055-85213-53022
Phase IIB: 53030055-85213-53023
Phase IIC: 53030055-852313-53024

PUBLICATION DATE: August 7, 2014

NO. POTENTIAL BIDDERS: 17

SUMMARY

Bidder:	<u>Merryman Excavation</u> Woodstock, IL	<u>S.J. Louis Construction, Inc.</u> Rockville, MN
Bid Security:	Fidelity & Deposit Co.	Liberty Mutual Insurance Co.
Exceptions:	Noted	None
Bid Price:		
Section A:	\$14,431,028.56	\$11,220,496.50
Section B:	\$ 4,056,628.81	\$ 2,652,131.50
Section C:	<u>\$ 4,144,919.97</u>	<u>\$ 3,190,154.00</u>
Total A, B, & G:	\$22,632,577.33	\$17,062,782.00
Section D:	\$ 856,353.12	\$ 610,177.50
Section E:	\$ 544,495.18	\$ 497,755.00
Section F:	\$ 604,130.37	\$ 649,556.00
Section G:	\$ 1,021,886.19	\$ 712,618.50
Section H:	\$ 2,505,181.29	\$ 1,945,858.50
Section I:	\$ 2,030,688.24	\$ 1,493,932.00

Bidder: Oscar Renda Contracting, Inc.
Roanoke, TX
Bid Security: Zurick American Insurance Co.
Exceptions: None

Bid Price:
Section A: \$12,442,964.00
Section B: \$ 4,586,037.00
Section C: \$ 2,942,401.00
Total A, B, & G: \$19,971,402.00

Section D: \$ 550,232.00
Section E: \$ 326,957.00
Section F: \$ 244,057.00
Section G: \$ 608,794.00
Section H: \$ 1,750,843.00
Section I: \$ 1,433,503.00

cc: John Collins, Public Works Director
Mary Lou Brown, City Administrator
Stacy Nonhoff, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Jaye Monter, Finance Director
Tara Bevard, PW Project Manager

P1752

**NORTH INTERCEPTOR - PHASE 2
SANITARY SEWER COLLECTION SYSTEM IMPROVEMENTS - SRF
September 2, 2014**

Contractor's Bid Summary

		ENGINEER'S ESTIMATE	<i>S.J. LOUIS CONSTRUCTN.</i>	<i>Above/ Below Engineer's Estimate</i>
BASE BID - BID SECTIONS A, B, C				
	BID SECTION A	\$ 10,210,000	\$10,331,942.50	\$121,942.50
	BID SECTION B	\$ 2,584,000	\$2,652,099.50	\$68,099.50
	BID SECTION C	\$ 3,388,000	\$3,235,154.00	(\$152,846.00)
	<i>SUBTOTAL BASE BID</i>	\$ 16,182,000	\$16,219,196.00	\$37,196.00
BID SECTION 'ADDS'				
	BID SECTION D (Lift Station No. 8)	\$ 640,000	\$610,177.50	(\$29,822.50)
	BID SECTION E (Lift Station No. 13)	\$ 365,000	\$497,755.00	\$132,755.00
	BID SECTION F (Lift Station No. 4)	\$ 370,000	\$654,556.00	\$284,556.00
	BID SECTION G (Lift Station No. 10)	\$ 773,000	\$712,618.50	(\$60,381.50)
	BID SECTION H (Lift Station No. 2)	\$ 1,975,000	\$1,945,858.50	(\$29,141.50)
	BID SECTION I (Lift Station No. 15)	\$ 1,769,000	\$1,493,932.00	(\$275,068.00)
	<i>SUBTOTAL 'ADDS'</i>	\$ 5,522,000	\$5,260,341.50	(\$261,658.50)
	TOTAL ENGINEER'S EST WITH ALL BID SECTIONS	\$ 21,704,000	\$21,479,537.50	(\$224,462.50)

Tim Engemoen
Black & Veatch
6300 South Syracuse Way, Suite 300
Centennial, CO 80111



August 29, 2014

Re: Grand Island North Interceptor – Phase 2

Tim,

With respect to the above mentioned project, S. J. Louis Construction, Inc. would like to formally request that the City of Grand Island accept the intent of the Bid Form as submitted, and allow our typographical errors to be corrected. The typographical errors on our original Bid Form that we request be corrected include the following:

- Correct the unit cost for Bid Item 7.5 (Pasture Seed and Mulch Application) on Bid Section A from "\$1,1000.00" to "\$1,100.00".
 - The intent was "\$1,100.00" but an extra zero was added by mistake. The Bid Item total amount was correct.
- Correct the total cost for Bid Item 4.11 (Additional Depth, 92-Inch Diameter Manhole (Sanitary Sewer, FRP); Standard and Drop) on Bid Section B from "\$8,128.00" to "\$8,096.00".
 - This unit price amount was correct, but an arithmetic error led to this error in the Bid Item total.
- Correct the total for Bid Section B from "\$2,652,131.50" to "\$2,652,099.50".
 - This error was simply arithmetic in nature.
- Correct the unit cost for Bid Item 4.8 (60-Inch Diameter Standard Manhole (Sanitary Sewer, Concrete)) on Bid Section C from "\$8,00.00" to "\$8,000.00".
 - The intent was "\$8,000.00" but a zero was inadvertently left off. The Bid Item total amount was correct.
- Correct the unit cost for Bid Item 5.1 (Dewatering) on Bid Section E from "\$176,00.00" to "\$176,000.00".
 - The intent was "\$176,000.00" but a zero was inadvertently left off. The Bid Item total amount was correct
- Correct the unit cost for Bid Item 8.3 (Abandon Lift Station No. 13) on Bid Section E from "\$14,00.00" to "\$14,000.00".
 - The intent was "\$14,000.00" but a zero was inadvertently left off. The Bid Item total amount was correct
- Correct the unit cost for Bid Item 1.0 (Mobilization) on Bid Section F from "\$30,00.00" to "\$30,000.00".
 - The intent was "\$30,000.00" but a zero was inadvertently left off. The Bid Item total amount was correct
- Correct the total for Bid Section F from "\$649,556.00" to "\$654,556.00".
 - This error was simply arithmetic in nature



In addition, it is understood that the City of Grand Island has made some adjustments to the original Bid Form in a value engineering effort to obtain the best overall value for the project within the City's budget. These changes include the following:

- Eliminated Bid Item 3.20 (Rehabilitate 84-Inch Corrugated Metal Storm Sewer/Culverts) from Bid Section A.
- Eliminated Bid Item 3.21 (Rehabilitate 60-Inch x 85-Inch Arch Concrete Storm Sewer/Culverts) from Bid Section A.
- Eliminated Bid Item 5.2 (Sheeting) from Bid Section A.
- Added Bid Item 5.3 (Additional Shoring) to Bid Section A.
- Changed the numbering of Bid Item 10.8 (Bypass Pumping) to Bid Item 10.5 in Bid Section C.
- Added Bid Item 10.8 (Erosion and Sediment Control) to Bid Section C.

S. J. Louis Construction, Inc. has reviewed the updated Bid Form and accepts these changes to the Bid Form in their entirety. We have signed two copies of the updated Bid Form and have submitted them to the City.

Should you have any questions, please contact me.

Respectfully,

John Pennekamp
Chief Estimator

CC: Frank Mayfield



September 2, 2014

City of Grand Island, NE
100 East 1st Street
Grand Island, NE 68801

North Interceptor Phase 2
B&V Project 175144
B&V File 60.0109

Attention: Ms. Tara Bevard

Subject: Revised Bid Form

Based on discussions with both City staff and S. J. Louis Construction, Inc., the original Bid Form submitted by S. J. Louis for the North Interceptor Phase 2 project has been modified. S. J. Louis' originally submitted Bid Form contained various typos and mistakes which were corrected in this modified Bid Form. Additionally, there were some other items that have been added/deleted in a value engineering effort in order to obtain the best overall value for the project within the City's budget. The largest item that was removed was Bid Item 5.2, Sheeting, from Bid Section A. In lieu of sheeting, S. J. Louis will incorporate the use of other additional shoring techniques which will slow down their scheduled production rate. Bid Item 5.3 is meant to capture those costs. The net saving from these two Bid Items to the City is \$511,200.00. The following list summarizes the extent of the changes made to the original Bid Form:

- Eliminated Bid Item 3.20 (Rehabilitate 84-Inch Corrugated Metal Storm Sewer/Culverts) from Bid Section A.
- Eliminated Bid Item 3.21 (Rehabilitate 60-Inch x 85-Inch Arch Concrete Storm Sewer/Culverts) from Bid Section A.
- Eliminated Bid Item 5.2 (Sheeting) from Bid Section A.
- Added Bid Item 5.3 (Additional Shoring) to Bid Section A.
- Corrected the unit cost for Bid Item 7.5 (Pasture Seed and Mulch Application) on Bid Section A from "\$1,1000.00" to "\$1,100.00".
- Changed the numbering of Bid Item 10.8 (Bypass Pumping) to Bid Item 10.5 in Bid Section C.
- Added Bid Item 10.8 (Erosion and Sediment Control) to Bid Section C.
- Corrected the total cost for Bid Item 4.11 (Additional Depth, 92-Inch Diameter Manhole (Sanitary Sewer, FRP); Standard and Drop) on Bid Section B from "\$8,128.00" to "\$8,096.00".
- Corrected the total for Bid Section B from "\$2,652,131.50" to "\$2,652,099.50".
- Corrected the unit cost for Bid Item 4.8 (60-Inch Diameter Standard Manhole (Sanitary Sewer, Concrete)) on Bid Section C from "\$8,00.00" to "\$8,000.00".
- Corrected the unit cost for Bid Item 5.1 (Dewatering) on Bid Section E from "\$176,00.00" to "\$176,000.00".
- Corrected the unit cost for Bid Item 8.3 (Abandon Lift Station No. 13) on Bid Section E from "\$14,00.00" to "\$14,000.00".

- Corrected the unit cost for Bid Item 1.0 (Mobilization) on Bid Section F from "\$30,00.00" to "\$30,000.00".
- Corrected the total for Bid Section F from "\$649,556.00" to "\$654,556.00".

The modified Bid Form results in the following total costs per Bid Section:

- Bid Section A - \$10,331,942.50
- Bid Section B - \$ 2,652,099.50
- Bid Section C - \$ 3,235,154.00
- Bid Section D - \$ 610,177.50
- Bid Section E - \$ 497,755.00
- Bid Section F - \$ 654,556.00
- Bid Section G - \$ 712,618.50
- Bid Section H - \$ 1,945,858.50
- Bid Section I - \$ 1,493,932.00

Discussions with City staff led to the recommendation that all Bid Sections be awarded with the exception of Bid Section F (Lift Station No. 4 Abandonment). Lift Station No. 4 is not currently causing any major maintenance problems to the City, and with the price from S. J. Louis coming in significantly higher than the Opinion of Probable Construction Cost (\$370,000), it was decided to delay the abandonment of Lift Station 4 at this time.

Therefore the anticipated total amount of award will be \$21,479,537.50.

Please feel free to contact me at 720-834-4230 or engemoentw@bv.com with any questions or concerns.

Very truly yours,

BLACK & VEATCH CORPORATION

Tim Engemoen
Project Engineer

sjm

cc: Mr. Joe Baxter, Olsson Associates
Mr. Terry Brown, City of Grand Island
Mr. Richard Henderson, Black & Veatch
Mr. Marvin Strong, City of Grand Island
Mr. Fred Tustin, City of Grand Island

www.bv.com

RESOLUTION 2014-284

WHEREAS, On August 7, 2014 the City of Grand Island invited sealed bids for Construction of North Interceptor Phase II; Project No. 2013-S-4, according to plans and specifications on file with the Engineering Division of the Public Works Department; and

WHEREAS, On August 20, 2014 bids were received, opened and reviewed; and

WHEREAS, S.J. Louis Construction, Inc. of Rockville, Minnesota 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 \$22,972,679.50 plus \$(1,493,142.00) for value engineering of the project for a total bid amount of \$21,479,537.50; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of S.J. Louis Construction, Inc. of Rockville, Minnesota, in the amount of \$21,479,537.50 for construction of North Interceptor Phase II; Project 2013-S-4 is hereby approved as the lowest responsible bid; and

BE IT FURTHER RESOLVED, which a contract agreement for such project, North Interceptor Phase II between the City of Grand Island and such Contractor, S.J. Louis Construction, Inc. of Rockville, Minnesota is entered into, and the Mayor is hereby authorized and directed to execute such contract agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 14, 2013	☐ City Attorney



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item I-4

#2014-285 - Consideration of Approving General Property, Downtown Improvement Parking District #2 (Ramp) and Community Redevelopment Authority (CRA) Tax Request for FY 2014-2015

This item relates to the aforementioned Public Hearing item E-10.

Staff Contact: Jaye Monter, Finance Director

RESOLUTION 2014-285

WHEREAS, Nebraska Revised Statute Section 77-1601.02 provides that the property tax request for the prior year shall be the property tax request for the current year for purposes of the levy set by the County Board of Equalization unless the Governing Body of the City passes by a majority vote a resolution or ordinance setting the tax request at a different amount; and

WHEREAS, a special public hearing was held as required by law to hear and consider comments concerning the property tax request; and

WHEREAS, it is in the best interests of the City that the property tax request for the current year be a different amount than the property tax request for the prior year; and

WHEREAS, the final levy of the Municipality for the fiscal year 2014-2015 for all general municipal purposes is set at .3241 per one hundred dollars of actual valuation; and

WHEREAS, the final levy of the Municipality for the fiscal year 2014-2015 for Downtown Improvement Parking District No. 2 is set at .018856 per one hundred dollars of actual valuation; and

WHEREAS, the final levy of the Municipality for the fiscal year 2014-2015 for the Community Redevelopment Authority is set at .026 per one hundred dollars of actual valuation.

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

1. The amount to be raised by taxation for all general municipal purposes for the fiscal year commencing on October 1, 2014 in the amount of \$8,616,638 shall be levied upon all the taxable property in the City of Grand Island and based on a current assessed valuation of \$2,658,635,505; and
2. The amount to be raised by taxation for Downtown Improvement Parking District No. 2 for the fiscal year commencing October 1, 2014 in the amount of \$8,000 shall be levied upon all the taxable property within the Downtown Improvement Parking District No. 2 and based on a current assessed valuation of \$42,427,534; and
3. The amount to be raised by taxation for the Community Redevelopment Authority for the fiscal year commencing October 1, 2014 in the amount of \$691,245 shall be levied upon the taxable property in the City of Grand Island and based on a current assessed valuation of \$2,658,635,505.

Approved as to Form	☐ _____
September 5, 2014	☐ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska on September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item I-5

#2014-286 - Consideration of Approving 2014-2015 Fee Schedule

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: September 9, 2014

Subject: Consideration of Approving 2014-2015 Fee Schedule

Item #'s: I-5

Presenter(s): Jaye Monter, Finance Director

Background

The 2014-2015 Fee Schedule was submitted to Council for review during the Study Session held on June 17, 2014 and at the Special Meeting on August 14, 2014.

In consideration of Council feedback from the June 17, 2014 Study Session, the proposed Fire Department fees for Motor Vehicle Collision response and Technical Rescue were eliminated.

The August 14, 2014 meeting resulted in the elimination of the Special Events fees for both the engineering and public works departments and a name change to "Nuisance Engine Company Run Fee" designed to assess a fee for instances of illegal burns, false alarms or other instances of code violations.

The final 2014-2015 Fee Schedule presented to Council on September 9, 2014 includes additional fees for Skeet/Trap and Sporting Clays at the Heartland Public Shooting Park highlighted in green.

Discussion

The proposed 2014-2015 Fee Schedule includes changes for the following departments:

- Administration-Elimination of State issued liquor licenses
- Parks Department- fee increases for Cemetery, Golf Course, Heartland Public Shoot Park
- Fire Department-addition of 8 new fees
- Wastewater Treatment Plant-increase of various fees as proposed from rate study
- Solid Waste-additional description for \$10 uncovered load fees previously charged each year

Alternatives

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

1. Approve the recommendation for requested Fee Schedule changes.
2. Modify the request to meet the policy direction of the Council.
3. Postpone the issue to a future date.

Recommendation

City Administration recommends that the City Council adopt the 2014-2015 Fee Schedule.

Final Proposed Fee Schedule for 2015			
	2013	2014	2015
Administration			
Board of Adjustment Prior to Construction	200.00	200.00	
Board of Adjustment After Construction/No Building Permit	350.00	350.00	
Board of Adjustment After Construction/Not Conform	500.00	500.00	
Conditional Use Permit	1000.00	1000.00	
Election Filing Fees - City Council	1% of salary	1% of salary	
Election Filing Fees - Mayor	1% of salary	1% of salary	
Haulers Permit (annual) Garbage	225.00	225.00	
Haulers Permit (annual) Refuse	75.00	75.00	
Pawnbroker License (annual)	100.00	100.00	
Pawnbroker Occupational Tax (annual)	100.00	100.00	
Blight Study Adoption	500.00	600.00	
Redevelopment Plan Adoption	500.00	600.00	
Redevelopment Plan Amendment	500.00	600.00	
Register of Deeds Filing fee	5.00 per page + .50 per legal	10.00 first page 6.00 each add'l page	
Liquor Licenses - Occupational Tax (annual)			
Class A Retail beer, on sale	200.00	200.00	
Class B Retail beer, off sale	200.00	200.00	
Class C Retail liquor, on/off sale	600.00	600.00	
Class D Retail liquor/beer, off sale	400.00	400.00	
Class I Retail liquor, on sale	500.00	500.00	
Class L Brew Pub	500.00	500.00	
Class W Beer distributor	1000.00	1000.00	DELETE
Class X Alcoholic liquor distributor, except beer	1500.00	1500.00	DELETE
Class Z Micro Distiller LB-549	500.00	500.00	
Liquor License - School Fees (annual)			
Class A Retail beer, on sale	100.00	100.00	
Class B Retail beer, off sale	100.00	100.00	
Class C Retail liquor, on/off sale	300.00	300.00	
Class D Retail Liquor, Off sale	200.00	200.00	
Class I Retail Liquor, on sale	250.00	250.00	
Advertising Fee	10.00	10.00	
Special Designated Liquor License	80.00	80.00	
Natural Gas Company Rate Filing Fee	500.00	500.00	
Certified copy			1.50
ANIMAL CONTROL SERVICES			
Pet License Fee - Un-neutered/un-spayed	31.00	41.00	
Pet License Fee - Neutered/Spayed	16.00	16.00	
**\$5.00 per license retained by registered veterinarian making sale			
Pet License Replacement Fee	5.00	5.00	
License Fees-late fee of \$10.00 after Feb 1	10.00	10.00	
Impoundment Fee - 1st Offense*	25.00	25.00	
Impoundment Fee - 2nd Offense*	50.00	50.00	
Impoundment Fee - 3rd Offense*	75.00	75.00	
Impoundment Fee - 4th Offense*	100.00	100.00	
*Impoundment includes a per day boarding fee			
Boarding Fee - Impoundment	12.00+tax/day	15.00+tax/day	
Boarding Fee - Rabies observation	17.00+tax/day	17.00+tax/day	

Final Proposed Fee Schedule for 2015			
	2013	2014	2015
Rabies Testing - There is no charge when Animal Control is dealing with a bite case or wildlife that is required to be tested. If the public is requesting an animal to be tested that is on the required testing list and AC/Cnhs is not involved with the incident there is a charge.	45.00	45.00	
Rabies observation transportation fee	25.00	25.00	
Legal Proceeding holding fee	16.05+tax per day	20.00+tax per day	
Deemed "Potentially Dangerous" fee	100.00	100.00	
Micro chip	25.00 per animal	25.00 per animal	
Live trap rental \$50.00 deposit per trap. When trap is returned in working order, there is a refund of \$40.00	50.00 deposit 40.00 refund when returned	50.00 deposit 40.00 refund when returned	
Adoptions: Neutered/spayed			
Adoption fees can be lower depending on length of stay, age and color of pet. This is for both cats and dogs. Average fee is \$100.00			
Dogs	100.00 + tax	100.00 + tax	
Cats & Kittens	100.00 + tax	100.00 + tax	
Pickup and disposal of dead animals at owner's request	25.00	25.00	
Removal of wildlife from the home, garage or yard at home owner's request			
During business hours	N/C	N/C	
(No charge for removing skunks or bats)			
BUILDING DEPARTMENT			
Building Permit Fee, Electrical Permit Fee, Gas Permit Fee, Plumbing Permit Fee, Sign Permit Fee: Based on Valuation			
Estimated Valuations:			
1.00 - 1,600.00	35.00	35.00	
1,601.00 - 1,700.00	37.00	37.00	
1,701.00 - 1,800.00	39.00	39.00	
1,801.00 - 1,900.00	41.00	41.00	
1,901.00 - 2,000.00	43.00	43.00	
2,001 - 25,000 For each additional 1,000 or fraction, to and including 25,000	43.00 plus 7.25	43.00 plus 7.25	
25,001 - 50,000 For each additional 1,000 or fraction, to and including 50,000	209.75 plus 5.00	209.75 plus 5.00	
50,001 - 100,000 For each additional 1,000 or fraction, to and including 100,000	334.75 plus 3.75	334.75 plus 3.75	
100,001 and up For each additional 1,000 or fraction	522.25 plus 3.25	522.25 plus 3.25	
Plan Review Fee, Commercial (percentage of building permit fee)	50%	50%	
Plan Review Fee, Residential (percentage of building permit fee)	10%	10%	
Inspections outside of normal business hours*	75.00	75.00	
Reinspection Fee*	50.00	50.00	
Inspection for which no fee is specifically indicated*	50.00	50.00	
Additional plan review required by changes, additions or revisions to approve plans (minimum charge, one hour)*	100.00	100.00	
*Or the hourly cost to the jurisdiction, whichever is greater. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of all the employees involved			
Contractor Registration - New and Renewal for Electrical, Mechanical, Plumbing, Sign, Soft Water, Mover and Wrecker	100.00	100.00	
New Contractor Set up fee	100.00	100.00	
Registration card - Electrical, Mechanical, Plumbing: Master or Journeyman	20.00	20.00	

Final Proposed Fee Schedule for 2015			
	2013	2014	2015
License: Mechanical, Plumbing, Soft Water - Master	50.00	50.00	
License: Mechanical, Plumbing, Soft Water - Journeyman	25.00	25.00	
License: Mechanical, Plumbing, Soft Water - Apprentice	0.00	0.00	
Board of Appeals application: Building, Electrical, Mechanical, Plumbing	50.00	50.00	
Board of Appeals - Review of Decision/Test Fees: Building, Electrical, Mechanical, Plumbing	50.00	50.00	
Investigation Fee	50.00 or cost of permit	50.00 or cost of permit	
Mobile Home Park Registration (annual)			
Park with Facilities for 2 - 3 Mobile Homes	100.00	100.00	
Park with Facilities for 4 - 15 Mobile Homes	125.00	125.00	
Park with Facilities for 16 - 25 Mobile Homes	150.00	150.00	
Park with Facilities for 26 - 50 Mobile Homes	175.00	175.00	
Park with Facilities for 51 - 100 Mobile Homes	225.00	225.00	
Park with Facilities for over 100 Mobile Homes	250.00	250.00	
Mobile Sign Permit Fee for Special Event	N/C	N/C	
Mobile Sign Permit Fee for 45 days	N/C	N/C	
Temporary Buildings	N/C	N/C	
Water Well Registration (Groundwater Control Area Only)	N/C	N/C	
License Agreement	SEE PUBLIC	SEE PUBLIC	
Denial of application for license agreement	WORKS	WORKS	
EMERGENCY MANAGEMENT			
Alarm Registration Fee (yearly)	110.00	110.00	
Digital Alarm Monitoring Fee (yearly-registration fee included)	250.00	250.00	
Supervised Alarm Monitoring Fee (yearly-registration fee included)	400.00	400.00	
Alarm Central Service Fee (yearly)	165.00	165.00	
False Alarms (each)	115.00	115.00	
Audio Tapes (per tape, includes search costs)	28.00	28.00	
Video Alarm Monitor	1750.00	1750.00	
Emergency Medical Dispatch Protocol included in billing	36.00	36.00	
FINANCE DEPARTMENT FEES			
Returned Check Charge (All City Departments)	35.00	35.00	
Handicap Parking Permit	0.00	0.00	
FIRE DEPARTMENT FEES			
Gas leak calls that originate from Northwestern Energy which are found not to be an interior leak and with no threat to life or property			165.00
False Alarm fee for commercial alarm systems of more than three in 12 consecutive months			165.00
Special burn permit fee			100.00
Special display fireworks permit fee			100.00
Pyrotechnics fee			200.00
Environmental site assessment fee			25.00
Inspection callback fee for code violation requiring three or more visits			50.00
Nuisance Engine company run fee			100.00

Final Proposed Fee Schedule for 2015			
	2013	2014	2015
Copy of Fire Report	10.00	10.00	
Open Burning Permits	10.00	10.00	
Education Fees			
Fire Extinguisher Class	50.00 minimum (up to 5 students) + 10.00 for each additional student	50.00 minimum (up to 5 students) + 10.00 for each additional student	
CPR BLS Health Care Provider New (per 6 people, books not included) Books are 12.00 each	184.00	184.00	
CPR Class Recertification (per 6 people, books are not included) Books are 12.00 each	134.00	134.00	
HeartSaver AED (per 6 people, books not included) Books are 12.00 each	151.00	151.00	
CPR for family/friends: All ages (per 6 people, books not included) Books are 7.50/5 books	84.00	84.00	
HeartSaver CPR, AED and First Aid (per 6 people, books not included) Books are 13.95 each	284.00	284.00	
Temporary Structures			
Tents over 200 sq ft	50.00	50.00	
Canopies over 400 sq ft	50.00	50.00	
Child Care Inspection*			
Consultation	n/a	n/a	
0-12 people	50.00	50.00	
13 + people	100.00	100.00	
Fire Department Patch Request Fee			
	5.00	5.00	
Fire Safety Inspection Fees			
Major Event Life Safety Inspection Fee	100.00 per event	100.00 per event	
State Fair Inspection Fee	1000.00/yr	1000.00/yr	
Hall County Fair Inspection Fee	500.00/yr	500.00/yr	
Liquor Inspection (each)*			
Consumption	100.00	100.00	
Non-consumption	50.00	50.00	
Nursing Home, Health Care (each)*	100.00	100.00	
Hospital (each inspection)*	150.00	150.00	
Foster Care Homes*	50.00	50.00	
Building Department Fee Blue Print Review, Commercial Fire Safety (each review)	25%	25%	
For duplicate building plans submitted within one (1) year of the review of the original plans	20%	20%	
Alarm System Review	75.00	75.00	
Sprinkler System Review	\$50.000/Riser +25.00/design area	\$50.000/Riser +25.00/design area	
Hood System Review	50.00	50.00	
Suppression System (other)	50.00	50.00	
Fireworks Permit	550.00	550.00	
*Fees regulated by State of Nebraska			
Standby Fees			

Final Proposed Fee Schedule for 2015			
	2013	2014	2015
Fire Engine//Rescue Company (3 employees + truck)	165.00 per hour 2 hour minimum	165.00 per hour 2 hour minimum	
Fire Safety Standby	75.00/hr	75.00/hr	
Provide Emergency Services at planned event without Ambulance	75.00 per hour 2 hour minimum	75.00 per hour 2 hour minimum	
Ambulance (2 employees + ambulance)	110.00 per hour 2 hour minimum	110.00 per hour 2 hour minimum	
AMBULANCE DIVISION			
Per call BLS (Basic Life Support) for non-emergency transportation, one way, 14.00 per mile	453.00	453.00	462.00
Per call for BLS emergency transportation, plus mileage, one way. 14.00 per mile	610.00	610.00	740.00
Per call for ALS (Advanced Life Support) Level 1 (ALS 1) non-emergency service, plus mileage. One way, 14.00 per mile	725.00	725.00	555.00
Per call for ALS Level 1 (ALS 1) emergency service, plus mileage, one way. 14.00 per mile	756.00	756.00	878.00
Per call for ALS Level 2 (ALS 2) Advanced care, emergency service, plus mileage, one way. 14.00 per mile	803.00	803.00	1271.00
Per call for ALS emergency service when patient is not transported but some service is rendered; (plus supplies)	365.00	365.00	
Additional Attendant	221.00	221.00	
Specialty Care Transport	803.00	803.00	
Mileage Fee, per patient mile	14.00	14.00	
Paramedic Intercept	593.00	593.00	DELETE
Lift Assist call to Care Facility	85.00	85.00	
Transportation for Flight Crew from Airport to Hospital and Back	300.00 Per Round Trip	300.00 Per Round Trip	
Mayor and Council have established fees for certain medical supplies used for ambulance calls based on prices currently charged by Saint Francis Medical Center. The Fire Chief is authorized to adjust prices and add or delete products as necessary.			
PARAMEDIC SERVICE RATES			
Oxygen	53.00	53.00	
O.B. Kits	17.00	17.00	
Splints (air and/or hare traction)	22.00	22.00	
Spinal Immobilization	86.00	86.00	
Advanced Airway	131.00	131.00	
IV1 (if single IV is started)	51.00	51.00	
IV2 (multiple IV's started)	86.00	86.00	
Bandages	12.00	12.00	
Combo Pad	46.00	46.00	
Resq Pod	100.00	100.00	
Bone drill	110.00	110.00	
Suction	12.00	12.00	
LIBRARY			
Overdue charge on Library Materials (per item per day)	.15 Juvenile .30 Adult	.15 Juvenile .30 Adult	
Interlibrary loan per item (plus postage)	2.00	2.00	
Photocopy/Computer Print (mono, 8 1/2"x11" or 14")	0.10	0.10	
Photocopy/Computer Print (mono, 11"x17")	0.25	0.25	
Photocopy/Computer Print (color, 8 1/2"x11")	0.75	0.75	
Photocopy/Computer Print (color, 8 1/2"x14")	1.00	1.00	
Photocopy/Computer Print (color, 11"x17")	1.50	1.50	
Microform Reader-printer copy	0.50	0.50	

Final Proposed Fee Schedule for 2015			
	2013	2014	2015
Replacement Fee for Lost ID Card	1.00/card	1.00/card	
Processing Fee for Lost Material	Replacement Cost	Replacement Cost	
FAX Services			
Outgoing - Staff assisted - U.S. only	1st page 3.00	1st page 3.00	
	additional pages 1.50	additional pages 1.50	
Incoming - Staff assisted	1st page 2.00	1st page 2.00	
	additional pages 1.00	additional pages 1.00	
Outgoing - Self service (Credit/Debit) - U.S.	1st page 1.50	1st page 1.50	1st page 1.75
	additional pages 1.00	additional pages 1.00	
Outgoing - Self service (Credit/Debit) - International	1st page 4.95	1st page 4.95	1st page 3.95
	additional pages 3.45	additional pages 3.45	
Non-Resident Annual Card Fee	40.00	40.00	
Non Resident 3 Month Card Fee		10.00	
Purchase of computer disk	1.00/disk	1.00/disk	
Purchase of computer thumb drive	10.00	10.00	
Purchase of computer head phones	1.00	1.00	
PARKS AND RECREATION DEPARTMENT			
CEMETERY DIVISION			
Open/Close Grave (per burial) **oversize vault - add \$150.00**			
Urn Vault over 16" x 16" - Add \$50.00			
Adult	500.00	550.00	600.00
Child	200.00	225.00	250.00
Ashes	150.00	200.00	
After 4:00 pm Monday - Friday (must leave gravesite by 4:30)			
After 12:00 pm Saturday (must leave gravesite by 12:30)			
Adult	800.00	800.00	
Child	300.00	300.00	
Ashes	300.00	300.00	
Sunday & Holiday Open/Close (per burial)			
Adult	1200.00	1200.00	
Child	500.00	500.00	
Ashes	450.00	450.00	
Disinterment			
Adult	1000.00	1100.00	1200.00
Child	400.00	450.00	500.00
Cremation	400.00	400.00	450.00
Burial Space			
One	500.00	550.00	600.00
Two	1000.00	1100.00	1200.00
One-Half Lot (4 or 5 spaces)	2000.00	2200.00	2400.00
Full Lot (8 or 10 spaces)	4000.00	4400.00	4800.00
Babyland	125.00	150.00	
Cremation Space - Section J	225.00	250.00	
Transfer Deed (each new deed)	35.00	40.00	
Burial Space w/flat markers in Section J			
One			550.00
Two			1100.00
One-half lot (4-5 spaces)			2200.00
Full lot (8-10 spaces)			4400.00
Cremation Space			250.00

Final Proposed Fee Schedule for 2015			
	2013	2014	2015
RECREATION DIVISION			
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions			
Volleyball Program			
League Play - Per Team***	175.00-225.00 per session	\$100.00 - 250.00 per session	
Basketball Program			
League Play - Per Team***	250.00-325.00 per session	250.00-325.00 per session	
Flag Football Program			
League Play - Per Team***	250.00-325.00 per session	200.00-550.00 per session	
***Volleyball, Basketball and Flag Football program and tournament fees determined by the number of teams signed up to play.			
Playground & miscellaneous Programs & camps			
Kinder camp & Playground Pals	10.00 per participant	10.00 per participant	
Lifeguard Training*	150.00	150.00	
Lifeguard Instructor Training*	150.00	150.00	
Water Safety Instructor Training*	150.00	150.00	
Lifeguard Refresher Course*	50.00	50.00	
Professional CPR Training*	100.00	100.00	
Professional CPR Recertification*	50.00	50.00	
*Plus any additional/increases assessed by the Red Cross			
Stolley Park Picnic Shelter (1/2 day)	25.00	25.00	
Stolley Park Picnic Shelter (all day)	50.00	50.00	
Stolley Park Kitchen (1/2 day)	25.00	25.00	
Stolley Park Kitchen (all day)	50.00	50.00	
Athletic Field Rental (per field)	50.00	50.00	
Athletic Field Preparation (1 time) per field	50.00	50.00	
Athletic Field Preparation Additional services per field	25.00-200.00	25.00-200.00	
Youth league per field per day		30.00	
Adult/Select team league per field per day		50.00	
Online reservation practice time per field		10.00/hour	
AQUATICS			
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions			
Lincoln Pool			
Daily Fees - ages 4 & under w/paying adult	Free	Free	
Daily Fees - ages 5 to 15	3.00	3.00	
Daily Fees - ages 16 to 54	4.00	4.00	
Daily Fees - ages 55 & Over	3.00	3.00	
Lincoln Swimming Lessons per person/per session	25.00	25.00	
Season Passes			
Ages 4 and under	free	free	
Youth ages 5-15	40.00	40.00	

Final Proposed Fee Schedule for 2015			
	2013	2014	2015
Adult ages 16-54	50.00	50.00	
Senior age 55+	40.00	40.00	
Single parent family	90.00	90.00	
Family	115.00	115.00	
Private Pool Rental	100.00 per hour	100.00 per hour	115.00 per hour
WATER PARK			
Locker/Life Jacket Rental	2.00/daily 3.00 deposit or driver's license	2.00/daily 3.00 deposit or driver's license	
Inner Tube Rental - Single	3.00/daily 1.00 deposit	3.00/daily 1.00 deposit	
Inner Tube Rental - Double	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit	
Daily Fees			
Children age 4 & under w/paying adult	Free	Free	
Children ages 5 to 15	7.00	7.00	
Adults ages 16 to 54	8.00	8.00	
Adults age 55 and over	7.00	7.00	
Twilight Fee after 7:00 pm	1.00 off gen Admission 3.00 off Family daily price	1.00 off gen Admission 3.00 off Family daily price	DELETE
Family One Day Pass (Family includes two adults and up to four children)	24.00	24.00	
Season Passes			
Children ages 5 to 15	75.00	75.00	
Adults ages 16 to 54	85.00	85.00	
Adults age 55 and over	75.00	75.00	
Husband or Wife and Family	160.00	160.00	
Family	190.00	190.00	
Replace Season Pass	5.00	5.00	
Gold Season Passes			
Children ages 5 - 15	95.00	95.00	
Adults age 16 to 54	105.00	105.00	
Adults age 55 and over	95.00	95.00	
Husband or Wife and Family	200.00	200.00	
Family	235.00	235.00	
Group Fees - Age Group			
10-29 people 5 to 15	6.75	6.75	
10-29 people 16 to 54	7.75	7.75	
10-29 people 55 and over	6.75	6.75	
30-59 people 5 to 15	6.50	6.50	
30-59 people 16 to 54	7.50	7.50	
30-59 people 55 and over	6.50	6.50	
60+ people 5 to 15	6.25	6.25	
60+ people 16 to 54	7.25	7.25	
60+ people 55 and over	6.25	6.25	
Consignment Program - Island Oasis			
Age 5-15	5.50	5.50	
Age 16-55	6.50	6.50	
55 - Over	5.50	5.50	
Family	22.00	22.00	

Final Proposed Fee Schedule for 2015			
	2013	2014	2015
Pool Rental	425.00/1 hr includes use of inner tubes	425.00/1 hr includes use of inner tubes	
All day facility rental 12:00 - 9:00 pm	15000.00	15000.00	
Swimming Lessons	25.00 per session	25.00 per session	
Souvenir Stand items	1.00-20.00	1.00-20.00	
Concession Stand Items	.50-15.00	.50-15.00	
GOLF COURSE			
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions.			
Weekday Golfing			
Seniors 55 and older (weekdays & after 1:00 on weekends)			
9 holes	12.00	12.00	13.00
18 holes	17.00	18.00	19.00
9 holes	14.00	14.00	15.00
Additional 9 holes weekdays	5.00	6.00	
Additional 9 holes weekends	5.00	6.00	
18 holes	19.00	20.00	21.00
Junior Golf-9 holes (weekdays & after 1:00 on weekends)	9.00	9.00	10.00
Junior Golf-18 holes (weekdays & after 1:00 on weekends)	14.00	15.00	16.00
Weekend/Holiday Golfing			
9 holes	16.00	16.00	17.00
18 holes	21.00	22.00	23.00
Passes (annual) Purchased from December 1 through January 31			
Adult Seven Day	470.00	490.00	
Additional Family Member	210.00	215.00	
Family Pass	675.00	705.00	
Adult Five Day Pass (Mon-Fri only)	355.00	370.00	
Junior/Student pass includes full time college students (weekdays and after 1:00 on weekends)	145.00	155.00	
Senior Pass (55 & older, excludes holidays and weekends before 1:00 pm)	270.00	285.00	
Passes (annual) Purchased from February 1 through June 30			
Adult Seven Day	520.00	545.00	
Additional Family Member	230.00	240.00	
Family Pass	750.00	785.00	
Adult Five Day Pass (Mon-Fri only)	390.00	410.00	
Junior/Student pass includes full time college students (weekdays and after 1:00 on weekends)	160.00	170.00	
Senior Pass (55 & older, excludes holidays and weekends before 1:00 pm)	299.00	315.00	
Passes (annual) Purchased from July 1 through November 30			
Adult Seven Day	260.00	272.50	
Additional Family Member	115.00	120.00	
Family Pass	375.00	392.50	
Adult Five Day Pass (Mon-Fri only)	195.00	205.00	
Junior/Student pass includes full time college students (weekdays and after 1:00 on weekends)	80.00	85.00	
Senior Pass (55 & older, excludes holidays and weekends before 1:00 pm)	149.50	157.50	

Final Proposed Fee Schedule for 2015			
	2013	2014	2015
Capital Maintenance Fee (included in daily green fee)(collected from each player per round played by an individual possessing a season pass)	2.34	2.34	2.80
Cart Rental			
9 holes, per rider	9.00	9.00	10.00
18 holes, per rider	13.00	14.00	15.00
Golf Cart Punch Cards - 9 holes	115.00	115.00	125.00
Golf Cart Punch Cards - 18 holes	169.00	180.00	195.00
Group Fees/Discount Booklets			
25 - Rounds	375.00	400.00	425.00
50 - Rounds	740.00	750.00	800.00
Green Fee Discounts for large groups			
25-49 people	5%	5%	
50-100 people	10%	10%	
Over 100 people	15%	15%	
HEARTLAND PUBLIC SHOOTING PARK			
The Parks & Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions.			
Archery (Adult) Practice range	5.00	5.00	
Archery (Adult) 3D	15.00	15.00	
Archery (Youth) Practice range	2.50	2.50	
Archery (Youth) 3D	8.00	8.00	
Adult Skeet/trap per round (25 targets/round)	6.25	6.25	6.50
Skeet/Trap - Youth Rate (age 18 & under)	4.75	4.75	5.00
Skeet/Trap Punch Card rate - 12 rounds @ 6.06/round	69.75	69.75	72.75
Adult Sporting Clays per round (50 targets/round)	18.00	18.00	18.50
Adult Sporting Clays per round (100 targets/round)	32.50	32.50	33.50
Sporting Clays - Punch Card rate - 6 rounds @16.67/round	97.00	97.00	100.00
Youth Sporting Clays per round (50 target/round)	13.00	13.00	13.50
Youth Sporting Clays per round (100 target/round)	26.00	26.00	27.00
Counters - Trap/Skeet (per target)	0.19	0.19	0.20
Counters - Sporting clays (per target)	0.29	0.29	0.30
Adults 5 Stand per round (25 targets/round)	7.00	7.00	7.25
Youth 5 Stand per round (25 targets/round)	5.00	5.00	5.25
Daily fee Rifle/Handgun Adult	11.00	11.00	
Daily fee Rifle/Handgun Youth	6.00	6.00	
Punch Cards (6 days at \$8.50)	51.00	51.00	
Family Pass Rifle/Handgun (12 months)	175.00	175.00	
.22 Rimfire Range Adult	11.00	11.00	
.22 Rimfire Range Youth	6.00	6.00	
Rifle Range Rental w/o RSO (Law Enforcement per day)	100.00	100.00	
Rifle Range Rental with RSO (Law Enforcement per day)	200.00	200.00	
Rifle Range Rental w/o RSO (Business Rate per day)	500.00	500.00	
Rifle Range Rental with RSO (Business Rate per day)	600.00	600.00	
Golf Cart Rental per round (per rider)	5.00	5.00	
Golf Cart Rental per half day	25.00	25.00	
Golf Cart Rental per day (4 rider limit)	50.00	50.00	
Range time for Instructors with staff 5 per student minimum charge	20.00	20.00	
Range time for Instructors without staff per student with no minimum	15.00	15.00	
Classroom Rental (Shooting Sports Educational per day)	100.00	100.00	

Final Proposed Fee Schedule for 2015			
	2013	2014	2015
Classroom Rental (Business Rate per day)	200.00	200.00	
Classroom Rental with associated shooting event	N/C	N/C	
Camping with electricity/water (per night)	25.00	25.00	
Camping no water/electricity (per night)	5.00	5.00	
Off hours Law enforcement training (annual)			1700.00
High School team practice (per target)			0.14
HPSP reserves the right to adjust trap, skeet and sporting clay fee's in relation to clay target costs			
Stolley Park Train			
Individual Rates			
Ages 1 and under w/paying adult	Free	Free	
Ages 2 & 3 w/paying adult	1.00	1.00	
Single rider (4 and over)	2.00	2.00	
10 Ride Punch Card (savings of 2.50)	17.50	17.50	
25 Ride Punch Card (savings of 12.50)	37.50	37.50	
50 Ride Punch Card (savings of 37.50)	62.50	62.50	
Unlimited rides	100.00/hour	100.00/hour	
Group Rates			
10 to 24 Riders	1.75 each	1.75 each	
25 - 49 Riders	1.50 each	1.50 each	
50 + Riders	1.25 each	1.25 each	
Community Fieldhouse			
Admission & Rental Prices			
Drop In:			
Children under 2	Free	Free	
Children (2-4)	2.00	2.00	
Youth (5-15) & Seniors (55 & older)	3.00	3.00	
Adults (16-54)	5.00	5.00	
Student Pass Discount (Ages 16 and over w/student ID)	4.00	4.00	
City League Families "Game Night" Discount			
Children under 2	Free	Free	
Children (2-4)	1.00	1.00	
Youth (5-18) & Seniors (55 & older)	2.00	2.00	
Adults	4.00	4.00	
(use of entire facility as long as area not previously reserved)			
Rental (Hourly)			
Full Turf Field (Primary hours)	110.00	110.00	
Full Turf Field (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00 - 12:00	80.00	80.00	
Full Turf Field Tournament (6 hour minimum)	70.00/hr	70.00/hr	
Half Turf Field (Primary hours)	60.00	60.00	
Half Turf Field Tournament (6 hour minimum)	35.00/hr	35.00/hr	
Half Turf Field (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00-12:00	40.00	40.00	
Basketball Court (Primary hours)	30.00	30.00	
Basketball Court (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00-12:00	20.00	20.00	
Basketball Court Tournament (6 hour minimum)	15.00/hr	15.00/hr	
Volleyball Court (Primary hours)	20.00	20.00	
Volleyball Court (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00-12:00	15.00	15.00	
Volleyball Court Tournament (6 hour minimum)	10.00/hr	10.00/hr	
Batting Cage Rental			
15 Minutes	10.00	10.00	
Hour	25.00	25.00	

Final Proposed Fee Schedule for 2015			
	2013	2014	2015
League Fees:			
Per Individual Leagues	15.00-120.00	15.00-120.00	
Per Team Leagues	190.00-600.00	190.00-600.00	
Small meeting room	15.00/hr	15.00/hr	
Kitchen/large room	30.00/hour	30.00/hour	
Birthday Party pkg #1: Half field rental/room rental, up to 20 children (\$3.00 per additional child)	80.00/hour	80.00/hour	
Birthday Party pkg #2: Whole field rental/room rental, up to 30 children (\$3.00 per additional child)	150.00/hour	150.00/hour	
Bouncer rental	20.00/hour	20.00/hour	
Facility rental (before or after hours)	150.00/hour	150.00/hour	
Overnight Lock in Package	600.00	600.00	
Clinics/camps/tournaments	10.00 - 500.00	10.00 - 500.00	
Season Passes for Fieldhouse (October thru April)			
Toddler Pass (ages 2-4)	40.00	44.00	
Youth Pass (5-15)	60.00	66.00	
Student Pass (Ages 16 and over w/student ID)	80.00	88.00	
Adult Pass (16-54)	100.00	110.00	
Senior (55+)	60.00	66.00	
Season Passes for Fieldhouse (January thru April)			
Toddler Pass (ages 2-4)	25.00	28.00	
Youth Pass (ages 5-15)	35.00	39.00	
Student Pass (ages 16 and over w/student ID)	45.00	50.00	
Adult Pass (ages 16-54)	55.00	61.00	
Senior (55+)	35.00	39.00	
10 Visit Punch Card			
Toddler (age 2-4)		15.00	
Youth (age 5-15)		25.00	
Student (ages 16 and over w/student ID)		35.00	
Adult (ages 16-54)		45.00	
Senior (age 55+)		25.00	
Planning			
Zoning			
Zoning Map Amendment: Grand Island	750.00	800.00	
Ordinance Amendment	750.00	800.00	
CD, RD, TD Rezoning, Grand Island	750.00	800.00	
Subdivisions			
Preliminary Plat	400.00 plus 15.00/lot	400.00 plus 15.00/lot	
Final Plat - Administrative Approval			
Grand Island	50.00	50.00	
Final Plat			
Grand Island Jurisdiction	420.00 plus 10.00/lot	420.00 plus 10.00/lot	
Vacation of Plat	250.00	250.00	
Lots more than 10 acres			
Comprehensive Plan			
Map Amendment	750.00	750.00	800.00

Final Proposed Fee Schedule for 2015			
	2013	2014	2015
Text Amendment	750.00	750.00	800.00
Publications			
Grand Island Street Directory	15.00	15.00	
Comprehensive Plan			
Grand Island	85.00	85.00	
Other Municipalities	60.00	60.00	
Zoning Ordinances			
Grand Island	30.00	30.00	
Other Municipalities	30.00	30.00	
Subdivision regulations			
Grand Island	20.00	20.00	
Other Municipalities	20.00	20.00	
Grand Island			
800 Scale Zoning Map Unassembled	125.00	125.00	
Generalized Zoning Map	60.00	60.00	
Future Land Use Map	60.00	60.00	
Grand Island Street Map	15.00	15.00	
Hall County			
Zoning Map Generalized	60.00	60.00	
Zoning Map 2" = 1 mile	90.00	90.00	
Road Map	15.00	15.00	
Wood River, Cairo, Doniphan, Alda			
Basemap	10.00	10.00	
Zoning Map	60.00	60.00	
Other Maps			
School District Maps	60.00	60.00	
Election District Maps	60.00	60.00	
Fire District Maps	60.00	60.00	
Custom Printed Maps	15.00/sq ft in	15.00/sq ft in	
Electronic Publications			
GIS Data CD	100.00	100.00	
Aerial Photograph CD (MrSID Format)	100.00	100.00	
Comprehensive Plans All Jurisdictions	100.00	100.00	
Zoning and Subdivision Regulations All Jurisdictions	50.00	50.00	
Custom PDF Map	25.00/ 1/2 hr	25.00/ 1/2 hr	
Research & Documentation Fee	150.00/hr Minimum 2 hr	150.00/hr Minimum 2 hr	
Flood Plain			
Letter of Map Interpretation	20.00	20.00	
Review and Submission of LOMR	50.00	50.00	
POLICE DEPARTMENT			
Copy of Reports/Walk in	2.00/1-5 pages, 1.00 each add'l 5 pages in 5 page	2.00/1-5 pages, 1.00 each add'l 5 pages in 5 page	
Copy of Reports/Mail or fax	4.00/1-5 pages, 1.00 for each add'l 5 pages in 5 page increments	4.00/1-5 pages, 1.00 for each add'l 5 pages in 5 page increments	
Firearms Permit	5.00	5.00	
Towing Fee - Day	Actual Cost	Actual Cost	
Towing Fee - Night	Actual Cost	Actual Cost	
Impoundment Fee for TOWED Vehicle	30.00	30.00	
Storage Fee for Impounded Vehicle (per day)	10.00	10.00	

Final Proposed Fee Schedule for 2015			
	2013	2014	2015
Alcohol Test for DUI (each time)	149.15	149.15	
Solicitor's Permit (30 day permit)	25.00	25.00	
Solicitor's Permit - Application Fee (Nonrefundable)	25.00	25.00	
Street Vendor's Permit - Application Fee (Nonrefundable)	25.00	25.00	
Street Vendor's Permit - 30 days	25.00	25.00	
Street Vendor's Permit - 90 days	60.00	60.00	
Street Vendor's Permit - 365 days	200.00	200.00	
Parking Ramp Permit Fees:			
Lower Level: "Reserved Monthly"	25.00/month	25.00/month	
Middle & Upper levels: "Reserved Monthly"	15.00/month	15.00/month	
Downtown Metered Parking	20.00 per 120 to 180 minutes	20.00 per 120 to 180 minutes	
Additional 60 minutes or fraction thereof	20.00	20.00	
Downtown Express Zone Parking	25.00 per 21 to 40 minutes	25.00 per 21 to 40 minutes	
Additional 20 minutes or fraction thereof	25.00	25.00	
Police Issued Parking Tickets (tickets issued away from downtown)	20.00	20.00	
Chamber Lot Parking Fee	50.00/year	50.00/year	
Vehicle Auction Bid Fee (per event)	10.00	10.00	
Photographs/E-mail	10.00	10.00	
Photographs/CD	15.00	15.00	
PUBLIC INFORMATION			
GITV DVD (per segment)	25.00	25.00	
PUBLIC WORKS DEPARTMENT			
ENGINEERING			
Cut and/or Opening Permit	15.00	15.00	
Sidewalk and/or Driveway permit	15.00	15.00	
Sewer Tap Permit (Breakdown: PW 23.80, Building 46.20)	70.00	70.00	
GIS CD Aerial photos on CD or DVD	50.00	50.00	
s.f. Paper Prints			
s.f. Mylar Sepia	2.25	2.25	
Traffic Count Map	10.00	10.00	
Aerial Photos - Individuals, businesses and consultants working for	3.50/sq. ft.	3.50/sq. ft.	
Aerial Photos - City Depts, Hall County Depts, other non-profit organizations	.50/sf	.50/sf	
Directory Map	Planning sells	Planning sells	
Quarter Section or any part thereof	5.00	5.00	
Photo Mosaic (dependent upon number of sections) Minimum of two (2)	15.00	15.00	
License Agreement Application (Non-refundable)	100.00	100.00	
License Agreement Appeal	50.00	50.00	
Permit and Plan Review Fee	50.00 plus 0.07 per ft based on project length	50.00 plus 0.07 per ft based on project length	
Large copy prints (minimum \$3.00 charge)	.50/sf	.50/sf	
Application for vacation of Right-of-Way or Easement (Non-Investigation Fee (per Section 30-28 of City Code)	100.00	100.00	
	70.00	70.00	
STREETS DIVISION			
Pavement cut (sawed), whether bituminous or concrete	4.50/lf + 30.00 callout	4.50/lf + 30.00 callout	
Curb section milling for driveways	8.50/lf + 30.00 callout and permits	8.50/lf + 30.00 callout and permits	

Final Proposed Fee Schedule for 2015			
	2013	2014	2015
Remove & replace 4" Concrete Sidewalk	5.75/sf	5.75/sf	
Remove & replace 5" Concrete Sidewalk or Drive	6.50/sf	6.50/sf	
Replace 6" Concrete Paving with 7" Concrete Paving	43.50/sf	43.50/sf	
Add 1 inch additional thickness over 6" concrete pavement	3.75/sy	3.75/sy	
Replacement of bituminous surfaced pavement 2" thick with 6" concrete base	55.00/sy	55.00/sy	
Replacement of 6" bituminous surfaced pavement without a concrete base	46.00/sy	46.00/sy	
Replacement of 2" asphalt surfaced pavement over existing concrete paving	40.00/sy	40.00/sy	
Replacement of 2" asphalt surfaced pavement over existing concrete paving (off season)	52.00/sy	52.00/sy	
Block party closure (waived for "National Night Out")	50.00	50.00	
WASTEWATER TREATMENT (as Approved by Ordinance)			
Sewer Tap Permit (See engineering fees)			
Sewer Service Charge per month	8.24	8.24	
Monthly sewer bill for customers without metered water usage	19.84	19.84	
Monthly sewer bill for commercial/industrial customers without metered City water (cost per 100 cubic feet of sewage flow)		2.52	3.01
TV Inspection of Sanitary Sewer (minimum \$100.00 charge)	0.68/foot	0.68/foot	0.75/foot
SEPTIC TANK CHARGES			
Charges for Septic Tank Sludge minimum fee	8.40	8.40	
Charges for Septic Tank Sludge per 100 gallons	7.40	7.40	
Charges for High Strength Septic Sludge per 1,000 gallons	420.00	420.00	
FLOW CHARGES (Changes effective 1-1-2012) *			
Cost per 100 Cubic feet of Flow (customers discharging directly into City's Treatment Plant)	1.1800	1.1800	
Cost per 100 Cubic feet of Flow (customers using City's collection system)	2.0800	2.5200	3.0100
Cost per 100 Cubic feet of Flow (low strength customers using City's collection system)	1.0300	1.4700	1.9600
Non-resident wastewater customers shall be charged 120% of the above flow charges			1.2000
INDUSTRIAL WASTE SURCHARGES			
BOD Charge \$/lb over 250 mg/l	0.3844	0.3844	
SS Charge \$/lb over 250 mg/l	0.2533	0.2553	
Oil & Grease \$/lb over 100 mg/l	0.0819	0.0832	0.0845
Total Kjeldahl Nitrogen (TKN) (\$/lb over 30 mg/l)	0.5701 *	0.5701 *	0.6314
Ammonia (over 30 mg/l)	0.5701	0.5701	
Nitrates (over 25 mg/l)		1.8739	1.881
BULK INDUSTRIAL WASTE DISCHARGE (per gallon) [negotiated]			
		0.05	0.06
SUMP PUMP WASTE DISPOSAL (per gallon)			
		0.15	0.17
LABORATORY ANALYSIS			
BOD		30.00	
CBOD		30.00	
Chloride		10.00	
Conductivity		7.50	
Nitrogen, Ammonia		9.00	

Final Proposed Fee Schedule for 2015			
	2013	2014	2015
Nitrogen, TKN		13.50	
Oil and Grease		50.00	
pH		5.00	
Total Suspended Solids		20.00	
Alkalinity		10.00	
Chlorine, Free		10.00	
COD		45.00	
Nitrogen, Nitrate		20.00	
Phosphorus, Total		20.00	
SAMPLE COLLECTION FEE		30.00	
LOW STRENGTH INDUSTRIAL SERVICE FOUR-PART CHARGES			
BOD Charge (\$/lb over 0 mg/l)	0.3844	0.3869	0.3844
SS Charge (\$/lb over 0 mg/l)	0.2533	0.2442	0.2533
Oil & Grease (\$/lb over 0 mg/l)	0.0819	0.0762	0.0845
Total Kjeldahl Nitrogen (TKN) (\$/lb over 30 mg/l)	0.5701	0.5701	0.6314
Nitrates (over 25 mg/l)	1.8739	1.9959	1.881
EXCESSIVE POLLUTANT PENALTY			
If a person discharges amounts of permissible pollutants in excess of the amounts permitted in the discharge permit, a penalty of \$1,000.00 per day of violation shall be imposed and paid by the person discharging wastes in violation of the permit			1,000.00
HYDROGEN SULFIDE CHARGES			
SOLID WASTE			
Minimum Charge (Landfill) (up to 300 pounds)	1 ton	5.00	
Minimum Charge (Transfer Station) (up to 260 pounds)	5.00	5.00	
A penalty will be applied at both locations (Transfer Station and Landfill) when the delivering vehicle is not properly equipped or the load is not completely covered.			DELETE
Passenger tire	3.25/tire	3.25/tire	
Passenger tire on rim	13.25/tire	13.25/tire	
Truck tire	10.00/tire	10.00/tire	
Truck tire on rim	25.00/tire	25.00/tire	
Implement tire	25.00/tire	25.00/tire	
Implement tire on rim	50.00/tire	50.00/tire	
Special Waste (as designated by Superintendent) * Fee set by Superintendent based on product received	Double the applicable rate	Double the applicable rate	
Drive Off Fees	25.00	25.00	
Appliances	10.00	10.00	
Special Event			Actual costs
LANDFILL SITE			
Asbestos, contaminated soils and other wastes requiring special handling may require Nebraska Department of Environmental Quality pre-approval and notification to landfill.			
General Refuse, solid waste (Residential Packer Truck)	27.50/ton	28.33/ton	
General Refuse, solid waste-+ and demolition material (Commercial/Rolloffs)	31.20/ton	32.14/ton	
Contaminated Soil	15.00/ton	15.45/ton	
Street Sweepings	4.00/ton	4.12/ton	
Liquid waste - sludge	not accepted	not accepted	

Final Proposed Fee Schedule for 2015			
	2013	2014	2015
Asbestos	85.00/ton 1 ton minimum	87.55/ton 1 ton minimum	
Tails & by-products	34.40/ton	35.43/ton	
Automotive Fluff	20.00/ton	20.60/ton	
Late load fee	25.00/load	25.00/load	
Set pricing for special projects with the approval of the Public Works Director and City Administrator			
Uncovered load			10.00/ton
TRANSFER STATION			
General Refuse, solid waste (Residential Packer Truck)	29.85/ton	30.75/ton	
General refuse, solid waste and demolition materials (Commercial/roll-offs and small vehicles)	37.10/ton	38.21/ton	
Uncovered load			10.00/load
COMPOST SITE			
All materials received at the compost site shall be clean of trash and debris. Plastic bags shall be removed by the hauler			
Grand Island Primary Residential Dwellings - clean grass, leaves or other compostable yard and garden waste, tree limbs/branches	No Charge	No Charge	
Commercial Hauler Yard Waste - clean grass, leaves or other Compostable yard and garden waste	37.10/ton	38.21/ton	
Commercial Hauler - tree limbs/branches	37.10/ton	38.21/ton	
Compost		5.00/cy	
Wood chips/mulch		1.50/cy	
UTILITY SERVICE FEES			
Late Charge (payment not received prior to next billing)	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00	
Return Check Charge	35.00	35.00	
Turn on Charge (non payment)	40.00	40.00	
After 4:30 pm on a business day Turn on Charge (non payment)	375.00	375.00	
Trip Fee - Disconnect personnel (Applicable when payment is made to stop disconnection when disconnect personnel are on site)	35.00	35.00	
Final notice fee - applicable when a trip is required to notify of a pending utility shut off	30.00	35.00	
Backflow Processing Fee	2.00/month	2.00/month	
Temporary Commercial Electric Service	130.00	135.00	
Service Charge (new connections, transfer service)	20.00	20.00	
Fire Sprinkler System Connection Fee	93.96/yr	93.96/yr	
Temporary Water Meter on Fire Hydrant	95.00	100.00	
Locate Stop Box	40.00	40.00	
Pole Attachment Fee	4.00/yr	4.00/yr	
Bill and collect Sewer (monthly charge)	10450.00	10450.00	
Unauthorized connections/re-connections, meter tampering	375.00	375.00	
Water Main Taps - 2" or less	110.00	110.00	115.00

RESOLUTION 2014-286

WHEREAS, the 2014-2015 budget process requires an update of the Fee Schedule for numerous services that the City provides; and

WHEREAS, the City Council will adopt the 2014-2015 Budget at the September 9, 2014 meeting; and

WHEREAS, the Fee Schedule rates are incorporated into the Fiscal Year 2014-2015 Budget revenue numbers; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the 2014-2015 proposed Fee Schedule be accepted and incorporated into the 2014-2015 budget.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, September 9, 2014

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 5, 2014	☐ City Attorney



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item I-6

**#2014-287 - Consideration of Approving 1% Increase to the
Restricted Revenues Lid Limit**

Staff Contact: Jaye Monter, Finance Director

Council Agenda Memo

From: Jaye Monter, Finance Director

Meeting: September 9, 2014

Subject: Consideration of Approving 1% Increase to the Restricted Revenues Lid Limit

Item #'s: I-6

Presenter(s): Jaye Monter, Finance Director

Background

In 1998, the Nebraska State Legislature passed LB989, which put a lid on the amount of restricted revenues a political subdivision can budget. The restricted revenues for the City of Grand Island included in the budget are Property Taxes, Local Option Sales Tax, Motor Vehicle Tax, Highway Allocation and Municipal Equalization Funds.

Discussion

Each year in the budget document sent to the State of Nebraska on or before September 20, political subdivisions are allowed by State Statute to raise the total restricted revenue funds authority amount from the prior year by 2.5%. This total may also be increased by an additional 1% with a 75% vote of the Political Subdivision governing board (City Council) approval.

The restricted revenue authority base amount of the prior year is used in the calculation of the maximum amount of restricted revenues the City can budget to receive in each proposed budget year. The restricted revenues in the proposed budget year less allowable exceptions cannot be higher than the prior year's restricted revenue base. Therefore each budget year, we want to increase the prior year's restricted revenue base with the additional 1% allowance in order to be able to budget all restricted revenues available for the proposed budget year.

Think about it this way, if local option sales taxes, motor vehicle taxes, highway allocation state gasoline taxes, municipal equalization funds, and property tax valuations increase each year at a rate greater than the 2.5% allowed by State Statute for restricted revenues to increase, the City may be placed in a position of not being able to budget all

of the property tax revenues available for the new budget year in order to stay under the restricted revenue lid limit.

With limited funding sources for the general fund, and the increasing needs of our growing community, City Council should be the deciding authority as to the level of property tax funding needed; not the limit of the prior year restricted revenues total.

Another scenario might occur if the City was in need to fund new services and the only funding solution was to increase property taxes. If the needed increase in property tax revenue caused the new budget year's restricted revenues to exceed the prior year base amount, the City would not be able to increase property taxes for the required funding need.

The additional 1% increase for the FY2014-2015 State of Nebraska budget report will increase the prior year restricted revenues base by \$276,692. This increase in restricted funds authority is not an increase in budgeted revenues or authorized expenditures. Approving the additional 1% each year only provides the political subdivision the ability to increase the prior year's restricted revenues total in order to budget all restricted revenue funding sources each budget year.

Alternatives

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

1. Approve the additional 1% increase to the Restricted Revenue Lid Limit.
2. Disapprove or deny the additional 1% increase.

Recommendation

City Administration recommends that the Council approve the additional 1% increase to the Restricted Revenue Lid Limit.

Sample Motion

Move to approve the additional 1% increase to the Restricted Lid Limit for the 2014-2015 Budget.

LID COMPUTATION FY2014-2015

Total 2013-2014 Restricted Funds	18,039,729
ADD:	
Unused 2013-2014 Restricted Funds	9,629,519
PRELIMINARY RESTRICTED FUNDS LIMIT	<u>27,669,248</u>
Total 2014-2015 Restricted Revenues	31,996,668
LESS Lid Exceptions Budgeted For:	
Capital Improvements	(11,738,649)
Bonded Indebtedness	(731,789)
Interlocal Agreements	(1,070,846)
Total Lid Exceptions	<u>(13,541,284)</u>
FY2014-2015 RESTRICTED FUNDS	<u>18,455,384</u>
Base Limitation	2.50%
Allowable Growth	0.00%
Additional 1% - 75% Approval from Governing Body	1.00%
Total Allowable % Increase	<u>3.50%</u>
Preliminary Restricted Funds Limit	27,669,248
Allowable Dollar Amount Increase to Restricted Funds	968,424
Total Restricted Funds Authority	<u>28,637,673</u>
FY2014-2015 Restricted Funds	18,455,384
Unused Restricted Funds Authority	<u>10,182,289</u>

RESTRICTED REVENUE ACCOUNTS

<u>ACCOUNT #</u>	<u>DESCRIPTION</u>	<u>2014 - 2015 BUDGET</u>
10033501-74307	INCENTIVE PAYMENT-Motor Vehicle Tax Prorate	8,000
10055001-74005	PROPERTY TAXES	8,576,094
10055001-74006	MOTOR VEHICLE TAX	929,781
10055001-74065	SALES TAX	15,701,813
10055001-74241	MUNICIPAL EQUALIZATION FUNDS	425,000
21030001-74317	HIGHWAY ALLOCATION	4,554,875
21030001-74406	MOTOR VEHICLE TAX	350,000
27110010-74005	PROPERTY TAXES (Parking Ramp)	8,000
31050101-74005	PROPERTY TAXES - DEBT SERVICE	731,789
400 Fund	PRIOR YEAR CAPITAL IMPROVEMENTS	711,316
	TOTAL	<u>31,996,668</u>

RESOLUTION 2014-287

WHEREAS, pursuant to Neb. Rev. Stat. §13-519, the City of Grand Island is limited to increasing its total of budgeted restricted revenues to no more than the prior year's total of budgeted restricted funds plus two and one-half percent (2 1/2%) expressed in dollars; and

WHEREAS, §13-519 authorizes the City of Grand Island to exceed the foregoing budget limit by an additional one percent (1%) increase in budgeted restricted revenues upon the affirmative vote of at least 75% of the governing body; and

WHEREAS, the Annual Budget document for Fiscal Year 2014-2015 and Program for Municipal Services in the Lid Computation for Fiscal Year 2014-2015 supported by the detail relating to restricted revenue accounts, proposes an additional increase in the prior year's budgeted restricted funds of an additional one percent (1%) as provided by the statute; and

WHEREAS, approval of the additional one percent (1%) increase in budgeted restricted revenues provides maximum funding sources, does not increase authorized expenditures and is in the best interests of the City of Grand Island and its citizens; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that by affirmative vote by more than 75% of the City Council, budgeted restricted revenue funds for Fiscal Year 2014-2015 shall be increased by an additional one percent (1%) as provided by Neb. Rev. Stat. §13-519.

Adopted by the City Council of the City of Grand Island, Nebraska on September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
September 5, 2014	☒ City Attorney



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item I-7

**#2014-288 - Consideration of Approving Labor Agreement
between the City of Grand Island and IBEW, Local 1597 –
Wastewater Treatment Plant**

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: September 9, 2014

Subject: Consideration of approving Labor Agreement between the City of Grand Island and IBEW Local 1597 – Finance, Wastewater, Service Clerical and Utilities

Item #'s: I-7, I-8, I-9, & I-10

Presenter(s): Brenda Sutherland, Human Resources Director

Background

Employees in many City departments currently work under the conditions outlined in the labor agreements between the City of Grand Island and the I.B.E.W. Local No. 1597, Union. There are currently four labor agreements with IBEW and they cover employees in the Finance, Utilities, Wastewater Treatment Plant and Service/Clerical groups which represent approximately 216 employees. The current labor agreements will expire as of midnight September 30, 2014. The City's negotiating team and IBEW's negotiating team met to negotiate the terms of a new agreement for the four groups. All four are represented in this request for consideration by Council – Finance, Wastewater, Service/Clerical and Utilities. A new array was used in all four agreements that complies with State Statutes. The negotiations were handled in good faith with both parties focused on a fair contract.

Discussion

The four proposed labor agreements have a few changes in them. Many are consistent throughout three agreements with the Utility agreement having some that are similar and others that stand alone. Three agreements (Finance, Wastewater and Service/Clerical) will run from 10/01/14 through 09/30/18. The agreement for the Utility employees will run from 10/01/14 through 09/30/17. Changes in the agreements are as follows; the Meter Readers will be moved from the Finance Agreement to the Utilities Agreement and the position, Crime Analyst will be added to the Service/Clerical agreement, the Senior Equipment Operator position at Wastewater will be removed and the GIS Coordinator in the Utilities agreement will be removed. The three agreements with Finance, Wastewater and Service/Clerical will have the same new vacation schedule. There were some reductions and some additions to the vacation schedule. Additionally, the Utilities

agreement will have a new vacation schedule which will have additions in some years and reductions in others. The largest change was the addition of 24 hours for the employees in the 25+ year category. The amount of vacation that can be carried over will also change for three of the four agreements. The amount of carry-over vacation allowed will be reduced by 40 hours for Finance, Wastewater and Service/Clerical. The stipend for bi-lingual pay will be \$1500 per year under the new agreement for all three.

The next change that will affect all four groups is the addition of a Holiday – Martin Luther King, Jr. Day. In exchange, three of the groups (Finance, Wastewater and Service/Clerical) will reduce the number of personal leave days to 2 annual personal leave days. Employees in the Utilities group will exchange Arbor Day for Martin Luther King, Jr. Day. The maximum accrual for medical leave will move from 1084 hours to 1339 hours in the Finance, Wastewater and Service/Clerical groups. Currently that leave is paid out at retirement or death at 40%. Under the new agreement, it will be paid out at 25%. There was no change to the medical leave benefit for the Utilities group.

Employees in the Finance, Wastewater and Service/Clerical groups will see the following changes; shift differential will be paid at \$.15 per hour for employees who work the swing shift and \$.25 per hour for employees who work the graveyard shift. A \$15 per pay period contribution into the employees VEBA will be included in all three contracts. This is in lieu of longevity pay which was a prevalent practice in this survey. A \$20 per pay period contribution into the employees VEBA will be included in the Utilities agreement.

Additionally, the three groups will have language for an employee working out of class added or amended to state that they can be paid for working out of class after they have done so for five consecutive work days. The meal allowance was removed from the Finance Agreement. A reimbursement of 60% of the actual cost for steel toe or safety toe boots was added to the Wastewater Agreement. The stipend for the Lead Worker at Wastewater will increase to \$40 per pay period. Three Agreements (Finance, Wastewater and Service/Clerical) will have 11 steps by the third year.

The Utilities agreement will allow call back on holidays to be paid at double time instead of the current time-and-one-half. The initial clothing allowance for employees who are required to wear full F.R. clothing will be increased to \$1200 for initial purchase of required clothing.

Finance used a 5% place holder in the budget to predict wage growth. All four will come in under that assumption. Over the course of the four year agreements, the average wages in Finance and Service/Clerical will increase by approximately 16%. The average in Wastewater will be 14.5%. Utilities will increase by approximately 17% over the three year period. Not every employee will experience those increases; some will be more and some less, this number is an average over the various classes.

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

Recommend the approval of the three labor agreements between the City of Grand Island and I.B.E.W., Local No. 1597 with respect to the employees covered under the Finance, Wastewater Treatment Plant, Service/Clerical and Utilities labor agreements.

Sample Motion

Move to approve labor agreements between the City of Grand Island and I.B.E.W., Local No. 1597 for employees covered under the Finance, Wastewater Treatment Plant, Service/Clerical and Utilities labor agreements.



and

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

WASTEWATER TREATMENT PLANT

October 1, ~~2012~~2014 through September 30, ~~2014~~2018

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AGREEMENT

THIS AGREEMENT, dated this _____ day of ~~August~~September, ~~2012~~2014, is between the City of Grand Island (hereinafter referred to as the "City"), and the International Brotherhood of Electrical Workers, Local 1597 (hereinafter referred to as the "Union"). The provisions of this agreement shall be effective October 1, ~~2012~~2014 through and including September 30, ~~2014~~2018.

PURPOSE AND INTENT OF THE PARTIES

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

ARTICLE I - RECOGNITION

A. BARGAINING UNIT

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

Wastewater Treatment Plant Clerk
Accounting Technician
Maintenance Worker
Maintenance Mechanic I/II
Wastewater Plant Operator I/II
Wastewater Laboratory Technician
Equipment Operator
~~Senior Equipment Operator~~

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

ARTICLE II - HOURS OF WORK

A. SCHEDULES OF WORK

The City shall establish the work week, work day, and hours of work. The work week, work day and hours of work may vary according to the special requirements of any division or program. Work schedules shall be arranged, to the extent possible, with five

consecutive work days followed by two consecutive days off. The City will post, in designated areas, the initial work schedules after the ratification of this contract.

B. CHANGES IN WORK SCHEDULE

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

C. REST PERIODS

Employees shall be granted a 15-minute rest period during the approximate middle of each one-half (1/2) work day, provided however, that the granting of such rest periods shall be at such times as are the least disruptive of work in progress. If during emergencies or other similar situations it is not feasible to grant any such rest periods, employees shall not receive pay or additional time in lieu thereof. Employees shall be allowed at least one half hour off, without pay, for a meal as close to the middle of the shift as possible.

D. OVERTIME AND COMPENSATORY TIME

1. All officially authorized work performed in excess of forty (40) hours a week, shall be compensated for at the rate of one and one-half (1½) times the excess hours worked. The compensation shall be in either compensatory time or cash payment, at the option of the employee.
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. Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime.
5. An employee shall have the option of accruing compensatory leave time at a rate of one and one-half (1 ½) times the actual hours worked in lieu of the payment of overtime. Employees may accrue a maximum of eighty (80) hours of compensatory time (53.33 hours of actual time worked). The compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor. It is understood that the usage of the compensatory time is to be requested just like annual leave, and may be denied as may any other annual leave. Requests for the use of accrued compensatory time shall not be unreasonably denied.

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

E. STAND-BY DUTY

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

F. CALL-BACK PAY

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

ARTICLE III - HOLIDAYS AND HOLIDAY PAY

A. HOLIDAYS

The following holidays are observed. They shall be granted with pay to all regular status employees regularly scheduled to work on such days, provided, that an employee may be required to work on a holiday if necessary to maintain essential

services to the public. Employees will be compensated at the rate of time and one half for working on one of the holidays listed:

New Year's Day	Veteran's Day	<u>Martin Luther King, Jr. Day</u>	
<u>Memorial Day</u>		<u>Independence Day</u>	
Thanksgiving Day	Friday following Thanksgiving		
<u>Labor Day</u>	Memorial Day	<u>Veterans' Day</u>	Labor Day
<u>Thanksgiving Day</u>		<u>Friday following Thanksgiving</u>	
<u>Christmas Day</u>	Independence Day	Christmas Day	

B. WEEKEND HOLIDAYS

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

C. ELIGIBILITY FOR HOLIDAY PAY

No employee shall be eligible for holiday pay unless he or she is in an active pay status the last regularly scheduled day before the holiday or the first regularly scheduled day after the holiday. Active pay status shall mean any pay status other than leave without pay or suspension without pay.

D. PERSONAL DAY

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 two annual personal leave days that will be granted on October 1st and must be used by the last full pay period in September. Personal Leave Days may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. The Director or his or her designees will make every effort to grant requested personal leave time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Use of personal leave will not be unreasonably denied.

ARTICLE IV - VACATIONS

A. ELIGIBILITY

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

taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. Requests for vacation time will not be unreasonably denied.

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

B. AMOUNT AUTHORIZED

Authorized vacation leave shall be computed on the following basis:

- 1. Upon successfully completing the six (6) month introductory period, an employee will have available forty (40) hours of vacation time. The employee will accrue an additional forty (40) hours in the first six (6) months of continuous service following the introductory period.
- 2. Years 2 through 4 Eighty (80) Hours
- 3. Years 5 through 9 One Hundred Fifteen (10315) Hours
- 4. Years 10 through 14 One Hundred Thirty-Six (128136) Hours
- 5. Years 15 through 19 One Hundred Sixty (160) Hours
- 6. Years 20 through 24 One Hundred Seventy-Eight (178) Hours
- 7. Years 25 + Two Hundred (200) Hours

- ~~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 months of continuous service following the introductory period.~~
- ~~2. Years 2 through 4 Eighty (80) Hours~~
- ~~3. Years 5 through 6 One hundred twenty (120) Hours~~
- ~~4. Years 7 through 8 One hundred Twenty-Eight (128) Hours~~
- ~~5. Years 9 through 10 One Hundred Thirty Six (136) 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 Sixty-Eight (168) Hours~~

10. ~~Year 25 and beyond~~ ~~One Hundred Seventy Six (176) Hours~~

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

C. VACATION SCHEDULE

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

D. SENIORITY FOR VACATION PLANNING

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

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-four~~ (8040) 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.

Employees who have more than the limit allowed at the commencement of the contract will have until January 31, 2015 to come into compliance with the limits. After January 31, 2015 any amount above the limits will be forfeited.

F. VACATION CREDIT ON TERMINATION AND RETIREMENT

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

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

A. AMOUNT AUTHORIZED

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

B. USE OF MEDICAL LEAVE

Medical leave may be used under the following circumstances:

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

employee's immediate family.

For purposes of medical leave, an immediate family member shall mean a child, spouse, parent, in-laws of the same relation, and other dependents for whom the employee is legally responsible. An employee may use up to eighty hours of medical leave per year to care for immediate family members.

5. When absence is due to alcoholism or drugs, if medically diagnosed by a licensed physician and the employee is receiving assistance and has agreed to an approved course of treatment.
6. Medical leave shall not be granted in advance of accrual.
7. Leave without pay may be granted for sickness extending beyond the earned credits.
8. After six continuous months of service, accrued vacation leave credits may be used for medical leave when medical leave credits have been exhausted.
9. Medical leave shall not continue to accrue while an employee is on unpaid leave.
10. The amount of medical leave charged against an employee's accumulated total shall be computed on the basis of the exact number of hours an employee is scheduled to work when medical leave is utilized, not to exceed eight hours in a day; provided, that medical leave shall be debited in no less than one (1) hour units.

C. PROOF OF ILLNESS

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

D. FRAUDULENT USE OF MEDICAL LEAVE

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

E. COMPENSATION FOR UNUSED MEDICAL LEAVE

An employee may accumulate medical leave to a maximum of ~~1,064~~1,339 hours.

1. All employees shall be paid twenty-five percent (25%) for their accumulated medical leave at the time of retirement or death, the rate of compensation to be based on the employee's salary at the time of retirement or death.

~~All employees shall be paid thirty seven and one half twenty five percent (37.525%) for their accumulated medical leave at the time of retirement or death, the rate of compensation to be based on the employee's salary at the time of retirement or death.~~

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

F. NOTIFICATION OF ILLNESS

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

G. FAMILY AND MEDICAL LEAVE ACT POLICY

Employees shall be covered by the City's Family and Medical Leave Act Policy as set forth in the Employee Personnel Rules and Regulations, ~~as amended on April 13, 2011.~~

H. USE OF BEREAVEMENT LEAVE

Bereavement leave shall be granted to eligible employees for up to two (2) days per calendar year for non-immediate family members. Non-immediate family member shall mean, aunts, uncles, nieces and nephews. Any portion of a work day used for bereavement leave shall be considered a full day of bereavement leave. An employee shall be eligible to use up to three (3) days of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director for the death of a member of an employee's immediate family because of unusual circumstances. To attend the

funeral of someone other than immediate and non-immediate family, an employee shall take vacation leave.

ARTICLE VI - MILITARY LEAVE

A. MILITARY LEAVE

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

ARTICLE VII - COURT LEAVE

A. WHEN AUTHORIZED

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

B. PROCEDURE

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

C. FEES

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

ARTICLE VIII - LEAVE WITHOUT PAY

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

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

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

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

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

**ARTICLE IX
LEAVE TO SUPPLEMENT WORKERS COMPENSATION BENEFITS**

A. POLICY

Any employee covered by this contract who sustains an on-the-job injury compensable under the Nebraska Workers Compensation Act will be granted injury leave to allow the employee to receive the equivalent of the employee's net pay at the time of the injury. This period shall be up to one hundred fifty (150) consecutive calendar days following the original date of disability which shall mean that the employee is unable to perform the job duties as defined by the employee's job description or such alternate light duty work as the City may designate. Any reoccurrence or exacerbation of an injury shall relate back to the original injury for purposes of this article, including the commencement date of the 150 day period.

B. APPLICATION OF WORKERS' COMPENSATION AND OTHER LEAVE BALANCES

All payments of salary provided by this article shall be subject to deduction of amounts paid under the Nebraska Workers' Compensation Act and other city leave balances as set forth below:

1. Pursuant to the waiting provisions in Section 48-119 of the Nebraska Workers' Compensation Act, no workers' compensation shall be allowed during the first seven calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six weeks or longer. When the disability lasts less than six weeks, an employee may use medical or vacation leave for the initial seven days.
2. The employee shall retain all Workers' Compensation payments following the initial waiting provisions as set forth above.
3. 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 (except the employee's private insurance) shall not exceed the employee's net salary at the time of the commencement of the leave, plus any allowed and approved cost of living increase which commences during the period of leave.

C. SUBROGATION

The City reserves a right of subrogation because of payment to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the third party to the extent of the City's payment. Should the employee collect from the third party

for wages, salary, or expenses otherwise paid by the City, he or she will reimburse the City for money paid resulting from the injury. The City reserves any other subrogation rights provided under Nebraska law.

D. LIMITATION OF LEAVE

Use of injury leave to supplement worker's compensation will not be available to employees following one hundred fifty consecutive (150) days from the original date the disability begins absent express approval of the City Administrator, who may grant an extension of this time not to exceed sixty (60) days if the employee has sufficient accumulated medical leave. Such extension shall be chargeable to the employee's medical leave bank.

Any employee whose employment by the City is terminated due to exceeding the 150 day period or extension shall be compensated for any remaining unused medical leave as in the case of retirement.

If an employee reaches maximum medical improvement (MMI) and it is determined that the employee cannot perform the essential functions of the job, the employee may be terminated prior to the expiration of the 150 day period or extension and will be compensated for any unused medical leave as in the case of retirement.

E. 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. The commencement of light duty work and/or modified duty work shall be five (5) calendar days from the date of disability. Any employee who does not willingly return to light duty work who is released by a doctor to do so, shall not be entitled to supplement worker's compensation benefits with injury or medical leave. 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 five (5) calendar days from the date of disability with appropriate medical release, unless the employee is willing to return sooner.

**ARTICLE X
GENERAL PROVISIONS CONCERNING LEAVE**

A. ABSENCE WITHOUT APPROVAL

An employee who is absent from duty without approval shall receive no pay for the duration of the absence, and unless there is a legitimate reason for the absence, shall be subject to disciplinary action. An employee who is absent without approval for three

(3) consecutive days is considered to have resigned.

B. LEAVE FORM

For all leaves except unforeseeable medical leave or other emergency situations, a written request on the authorized leave form, indicating the kind of leave, duration, and dates of departure and return, must be approved prior to the taking of the leave. In the case of unforeseeable medical leave or other emergency situation, the form shall be completed and submitted for approval immediately upon the employee's return to duty. Unless a leave form approved by the supervisor substantiates an absence, an employee shall not be paid for any absence from scheduled work hours.

C. COMPENSATION LIMIT DURING LEAVE

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

ARTICLE XI - PENSION RETIREMENT PLAN

A. PENSION

1. The City agrees that the employees covered under this agreement are covered under the pension plan adopted by Ordinance No. 4244, as amended.

ARTICLE XII - SENIORITY

A. SENIORITY

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

employment with the City, his seniority shall be effective from the date on which the employee was hired in the bargaining unit.

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

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

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

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

ARTICLE XIII - RATES OF PAY FOR WORK PERFORMED

A. PAY PLAN

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

Step 1 _____ Entry Level

~~Steps 2 - 11~~ Upon successful completion of one (1) year of service ~~of in Step 1 the anniversary of the employee’s hire date or the anniversary date of the employee’s promotion or demotion.~~

~~Step 3 Upon successful completion of one (1) year of service in Step 2~~

~~Step 4 Upon successful completion of one (1) year of service in Step 3~~

~~Step 5 Upon successful completion of one (1) year of service in Step 4~~

~~Step 6 Upon successful completion of one (1) year of service in Step 5~~

~~Step 7 Upon successful completion of one (1) year of service in Step 6~~

~~Step 8 Upon successful completion of one (1) year of service in Step 7~~

- ~~2.~~ 2. The introductory period for new employees shall be six months, unless otherwise extended by the Department Director.

B. SURVEY

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

B.C. ~~FISCAL YEAR 2012 – 2013~~ 2014 – 2015 FISCAL YEAR

~~———— Rates of pay for the period October 1, 2012 to September 30, 2013 for work performed in the various classes of work under this agreement shall be increased by 2% and are set out in attached Exhibit "A". The pay ranges will be implemented the first full pay period on or after October 1, 2012. See Exhibit "A", attached hereto. Employees in Step 8 as of October 1, 2014 shall move to Step 9 effective the first full pay period on or after October 1, 2014.~~

C.D. ~~FISCAL YEAR 2013 – 2014~~ 2015 – 2016 FISCAL YEAR

~~———— See Exhibit "B", attached hereto. Employees in Step 9 on October 1, 2015 shall move to Step 10 effective the first full pay period on or after October 1, 2015.~~

DE. 2016 – 2017 FISCAL YEAR

~~———— See Exhibit "C", attached hereto. Employees in Step 10 on October 1, 2016 shall move to Step 11 effective the first full pay period on or after October 1, 2016.~~

E.F. 2017 – 2018 FISCAL YEAR

~~———— See Exhibit "D", attached hereto, effective the first full pay period on or after October 1, 2017.~~

~~———— Rates of pay for the period October 1, 2013 to September 30, 2014 for work performed in the various classes of work under this agreement shall be increased by 2.75% and are set out in attached Exhibit "B". The pay ranges will be implemented the first full pay period on or after October 1, 2013.~~

DE.G. STIPENDS, ~~AND~~ SHIFT DIFFERENTIAL ~~AND KEY CLASS~~

The Department Director or his or her designee may name no more than one lead maintenance worker who will receive a \$~~14~~40.00 per pay period stipend. Employees who are regularly scheduled to work swing shift ~~or night shift~~ will receive an additional 15 cents ~~(\$0.15)~~ per hour; employees who are regularly schedule to work nightgraveyard shift will receive an additional 25 cents (\$0.25) per hour for wages attributable to those shifts. Other employees who are called back to work or who are on standby duty are not entitled to shift differential. No other classes will receive a stipend.

~~All parties acknowledge that the positions of Maintenance Worker, Equipment Operator, Maintenance Mechanic I, and Plant Operator II were blended for wage purposes by mutual agreement.~~

E.H. WORKING OUT OF CLASS

The department director or his or her designee may temporarily assign an employee to perform the duties and responsibilities of a different position. If the temporary assignment is for a position with a higher pay scale and the employee is assigned to work out of class for more than ~~10-five~~ (5) consecutive work days, the employee is entitled to compensation, commencing on the ~~eleventh-sixth~~ (6th) day and thereafter, according to the higher pay scale at the level which will entitle the employee to a pay raise of at least 3%. At the end of the assignment, the employee will return to the rate of pay to which he or she would have been entitled if no out of class assignment had been made.

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.

C. ~~GRIEVANCE AND DISCIPLINE PROCEDURES~~

~~1. Members of the bargaining unit shall be governed by the grievance and discipline procedures set forth in Chapter 3 of the City's personnel rules and regulations. Should the City at any time during the course of this agreement amend the City Personnel Rules and Regulations, in regards to discipline or discharge, said amendment shall be proposed to the IBEW 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. If there is no agreement, the provisions of Chapter 3 in existence at the time of this contract will continue in force as to members of this bargaining unit.~~

~~Any decision or act of the City that can be appealed to the District Court under applicable Nebraska law and the City personnel rules and regulations may instead be submitted to non-binding arbitration on mutual consent of the parties.~~

~~2. The arbitration proceeding shall be conducted by an arbitrator, to be mutually selected by the parties as soon as practical after the parties have agreed to arbitration. If the parties are unable to mutually agree as to the selection of an arbitrator within fifteen (15) working days after the agreement to arbitrate, 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.~~

~~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.~~

~~D. PROCEDURES AS OF OCTOBER 1, 2011~~

~~The following are the pertinent grievance and discipline procedures contained in the personnel rules and regulations as of October 1, 2011 as amended to apply to the members of this bargaining unit.~~

~~Sec. 3.01 CORRECTIVE AND DISCIPLINARY ACTIONS~~

~~Employees are expected to act in a mature and professional manner while performing services for the City of Grand Island. Below is a partial list of behaviors that an employee may be disciplined for. Depending on the severity of the infraction, an employee may be subject to discipline up to and including termination. The following is a list, not all inclusive, providing examples of unacceptable conduct:~~

- ~~● Failure to observe safety rules and regulations.~~
—
- ~~● Failure to report to work at the appointed time or place, or for departing prior to the designated time, including abuse of rest periods.~~
—
- ~~● Solicitation, or distribution or display of, unauthorized literature while on City time.~~
—
- ~~● Operating a personal business while on City time.~~
—
- ~~● Intimidation or coercion.~~
—
- ~~● Abuse or waste of City equipment, tools, or material.~~
—
- ~~● Using abusive language or making false or malicious statements concerning any employee, the City, or its services.~~
—
- ~~● Horseplay, loafing, or sleeping on the job.~~
—
- ~~● Unauthorized posting, removing, or altering of bulletin board notices.~~
—
- ~~● Violation of City, Department, or Division written or verbal policies or procedures.~~
—
- ~~● Unauthorized use or release of confidential, sensitive or privileged information.~~
—
- ~~● Intentional unavailability for or refusal to work over-time or respond to emergency call-out.~~
—
- ~~● Abuse of medical leave or other paid leaves.~~

- ~~• Conduct unbecoming a City employee.~~
- ~~— An employee may be discharged, even for a first offense, for the following violations. This list is representative of dischargeable behaviors but is not all inclusive.~~
- ~~• Insubordination.~~
- ~~• Theft of public or private property.~~
- ~~• Misappropriation of public property.~~
- ~~• Unlawful harassment.~~
- ~~• Consumption or possession of alcohol or non-prescribed drugs on City time or property.~~
- ~~• Being under the influence of alcohol or non-prescribed drugs while in the workplace.~~
- ~~• Gambling or fighting on City time or property.~~
- ~~• Conviction of a felony.~~
- ~~• Abusive, offensive, or obscene language or conduct towards the public, City officials, or employees.~~
- ~~• Demeaning, disruptive, or uncooperative conduct in the workplace.~~
- ~~• Intentional or negligent damage or destruction of private or public property.~~
- ~~• Fraud, falsification, or deceit in the conduct of City business.~~
- ~~• Incompetence or unsatisfactory performance.~~
- ~~• Unauthorized possession or use of firearms or hazardous materials on City time or property.~~
- ~~• Work disruption or stoppage, strike, or other forms of job action or withholding of services.~~
- ~~• Acts or threats of physical violence directed towards City officials or employees.~~
- ~~• Soliciting favors, gifts, services, or bribes in the conduct of City business.~~

- ~~Conduct unbecoming a City employee or tending to discredit or impair the duties and the responsibilities of the employee's position.~~

- ~~Violation of the "Employment of Relatives" Policy.~~

~~Any employee arrested or convicted of any offense other than a minor traffic violation must report the incident to his/her supervisor. Failure to report such matters can result in discipline, up to and including termination.~~

~~Sec. 3.02 DISCIPLINE AND APPEAL PROCEDURE~~

~~A. General Statement~~

~~It is the policy of the City of Grand Island to provide a system of progressive discipline, which affords an opportunity for the resolution of unsatisfactory employee performance or conduct. Except in the case of a written reprimand I and reprimand II, such system shall include an appeal procedure to assure the equitable and consistent application of discipline. Discipline may begin with the least severe, appropriate disciplinary action and progress, if necessary, to more severe actions. The severity of the incident may warrant any level of initial disciplinary action, so as to be appropriate for the offense.~~

~~B. Progressive Discipline~~

~~Progressive discipline is the successive application of increasingly severe disciplinary actions. These actions, in order of severity, are written reprimand I, written reprimand II, probationary status, suspension, suspension and demotion, and discharge.~~

~~C. Written Reprimand I~~

~~A written reprimand I must be imposed by the employee's immediate supervisor for minor violations or incidents. The reprimand must inform the employee of the violation or incident, the required correction action, and the consequences of a reoccurrence of the violation or incident. A copy of the written reprimand I must be delivered to the employee and the Human Resources Department by the immediate supervisor. The immediate supervisor must retain a copy of the written reprimand I in departmental records. A written reprimand I shall be placed in the employee's personnel file.~~

~~D. Written Reprimand II~~

~~A written reprimand II may be imposed by a Department Director, the City Administrator, or the Mayor for repeated minor violations or incidents, or for a violation or incident of a more serious nature. The written reprimand II must inform the employee of the violation or incident, the required corrective action, and the consequences of a reoccurrence of the violation or incident. Copies of the written reprimand II must be~~

~~delivered to the employee and the Human Resources Department for placement in the employee's personnel file.~~

~~E. Probationary Status~~

~~An employee can be put into a probationary status if his/her conduct is deemed unacceptable by the supervisor and/or Director and approved by the Director. During the probationary period the employee's performance and compliance with company rules and standards will be closely supervised. If at any time during the probationary period the employee's performance is unsatisfactory or the employee has failed to comply with company rules, they will be subject to immediate termination.~~

~~F. Suspension and Demotion~~

~~A suspension is a period of time where the employee is removed from the workplace without pay. Suspension is normally imposed for a disciplinary or dischargeable offense or for an employee's failure to take corrective action in response to a written reprimand I or II. A suspension may be imposed as initial discipline for a violation or incident of a serious nature. A demotion is a change in status to a position subordinate to that held by an employee prior to imposition of discipline and may be imposed by the Department Director, the City Administrator, or Mayor in conjunction with a suspension for a violation or incident of a serious nature. For non-exempt employees under the Fair Labor Standards Act (FLSA), a suspension, not to exceed five working days, may be imposed by the Department Director, the City Administrator, or the Mayor. For exempt employees under the FLSA, any suspension must be for a period of at least one workweek. Prior to imposition of suspension and/or demotion as a disciplinary action, a written notice of suspension and/or demotion shall be prepared and signed by the Department Director, the City Administrator, or the Mayor. The notice of suspension and/or demotion must inform the employee of the following:~~

- ~~(a) A statement of the violation(s) or incident(s)~~
- ~~(b) A brief explanation of the evidence underlying the violation(s) or incident(s)~~
- ~~(c) The discipline to be imposed~~
- ~~(d) Any required corrective action by the employee~~
- ~~(e) The consequences of a reoccurrence of the violations(s) or incident(s)~~
- ~~(f) The employee's right to request an appeal hearing before the Mayor~~

~~A copy of the notice of suspension and/or demotion shall be delivered to the employee, either personally or by delivery to the employee's last known place of residence at least seventy two (72) hours, excluding Saturday, Sunday, and Holidays, prior to imposition of the disciplinary action. At the discretion of the person issuing the~~

~~notice of suspension and/or demotion, the employee may be suspended with pay immediately upon delivery of the notice pending implementation of the disciplinary action. A copy of the notice of suspension and/or demotion must be delivered to the Human Resources Department for placement in the employee's personnel file. A proposed suspension (and demotion) may be appealed pursuant to the procedure set out hereafter.~~

~~G. Discharge~~

~~A discharge may be imposed by the Mayor for an employee's failure to correct his/her workplace conduct in response to a suspension. A discharge may also be imposed as initial discipline for a violation or incident of a serious nature. Prior to imposition of discharge as a disciplinary action, a written notice of discharge shall be prepared and signed by the Department Director, the City Administrator, or the Mayor. The notice of discharge must inform the employee of the following:~~

- ~~(a) A statement of the violation(s) or incident(s)~~
- ~~(b) A brief explanation of the evidence underlying the violation(s) or incident(s)~~
- ~~(c) A statement that discharge is to be imposed~~
- ~~(d) The employee's right to request an appeal hearing before the Mayor~~

~~A copy of the notice of discharge shall be delivered to the employee, either personally or by delivery to the employee's last known place of residence at least seventy-two (72) hours, excluding Saturday, Sunday, and Holidays, prior to imposition of the disciplinary action. The employee shall be suspended with pay immediately upon delivery of the notice of discharge pending implementation of the disciplinary action or a final determination by the Mayor on the proposed disciplinary action following an appeal hearing. A copy of the notice of discharge must be delivered to the Human Resources Department for placement in the employee's personal file. A proposed discharge may be appealed pursuant to the procedures set out hereafter.~~

~~H. Appeal Procedure~~

~~A regular status, non-introductory employee may appeal a suspension, a suspension and demotion, or a discharge in accordance with the following procedure:~~

- ~~a. Following delivery of a notice of suspension (and demotion), or notice of discharge, the employee shall have seventy two (72) hours, excluding Saturday, Sunday, and Holidays, to request an appeal hearing before the Mayor. Such request shall be in writing and delivered to the office of the Mayor at City Hall.~~
- ~~b. Upon receipt of a request for an appeal hearing, the Mayor shall within five (5) working days cause to be set a time and place for the appeal hearing and written~~

~~notification thereof shall be provided to the employee, the Human Resources Director, and City Attorney. The appeal hearing shall be held within fifteen (15) working days after receipt of the request for hearing. The appeal hearing shall be conducted informally and recorded electronically.~~

~~c. At the hearing, the City Attorney, Department Director, and/or City Administrator shall present oral or written statements, reports, and documents supporting the disciplinary action.~~

~~d. The accused employee, the employee's representative and attorney, or other person on the employee's behalf, may present oral or written statements, reports and documents in response to the proposed disciplinary action.~~

~~e. Each side shall be limited to a total time for making their respective presentations of one (1) hour or less. The Mayor upon good cause shown may extend the time for presentation.~~

~~f. Upon conclusion of the appeal hearing, the Mayor shall make a determination in writing to dismiss, modify, or impose the proposed disciplinary action. The proceedings before the Mayor at the appeal hearing shall constitute the sole basis on which the Mayor's determination shall be based. Modification may include any lesser disciplinary action than that which was proposed, including written reprimand II, reduction in pay, demotion, or change in the terms of suspension and/or demotion and may provide for a period of probation, counseling, treatment, or other corrective actions on the part of the employee.~~

~~A copy of the Mayor's written determination shall be delivered to the employee, either personally or by delivery to the employee's last known place of residence. A copy of the Mayor's written determination shall be delivered to the City Administrator, City Attorney, and the Human Resources Director. The Human Resources Department shall place a copy of the Mayor's written determination in the employee's personnel file.~~

~~Should the employee be dissatisfied with the Mayor's determination, the employee may appeal to the District Court of Hall County, Nebraska, in accordance with the procedures provided by the statutes of the State of Nebraska. The filing of a petition in error by the employee or the service of summons upon the City shall not stay enforcement of a disciplinary action. The City may do so voluntarily, or the City may comply with such stay as is ordered by the District Court of Hall County.~~

Sec. 3.03 EMPLOYEE GRIEVANCES

~~Each person may present a grievance to their immediate supervisor who will respond in writing within 5 working days. Written notification of this grievance will be forwarded to the Human Resources Director, Department Director, and City Administrator.~~

~~If the person is not satisfied with the decision of their immediate supervisor, they may present the grievance to the Department Director who will notify the Human Resources Director and City Administrator. The Department Director will, with the advice and consent of the City Administrator, respond in writing within 5 working days.~~

~~In the event that the person is not satisfied with the decision of the Department Director, they may notify the Human Resources Director in writing within 5 working days. The Human Resources Director will investigate the grievance and forward the results to the grievant, the City Administrator, and the Mayor. The Mayor may conduct a review of the record and notify the grievant of the Mayor's decision.~~

A. PROCEDURE

An alleged grievance arising from an employee shall be handled either by following the City Personnel Rules, or the Grievance Procedure in the manner described below. The employee must choose, prior to beginning the process, to either follow the Personnel Rules or this Grievance Procedure – the employee may not do both. The employee must make this choice within three (3) business days.

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

~~1.~~ First Step - Any employee who believes that he or she has a justifiable request or grievance shall discuss the request or complaint within five (5) work days with his or her foreman, with or without the Union steward being present, as the employee may elect, in an attempt to settle same.

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

~~2.~~ Second Step - If the alleged grievance is determined to be valid, the employee or his or her designated representative shall present it within ten (10) work days after the discussion with the foreman. The supervisor shall notify the employee in writing, within five (5) work days of his or her decision.

~~3.~~ Third Step - If the grievance is not settled to the satisfaction of the employee, the employee or designated representative shall present it to the head of the department in writing within five (5) work days of the receipt of the decision of the immediate supervisor. The head of the department, or his or her designated representative, shall consider the grievance and shall notify the employee in writing of a decision within five (5) work days of the receipt of the grievance.

4. Fourth Step - If the grievance is not settled to the satisfaction of the employee, the employee or designated representative shall present it in writing to the Personnel Director within three (3) work days after the decision of the Department Director. The Personnel Director shall investigate the case within seven (7) work days and make a recommendation to the Chief Administrative Officer. The Chief Administrative Officer shall notify the employee of the decision made and of any action taken within seven (7) work days of the receipt of the grievance.

5. Fifth Step - If the grievance is not settled by the Chief Administrative Officer to the satisfaction of the employee, the employee may appeal, in writing, within ten (10) days of the receipt of the Chief Administrative Officer's decision to the arbitration. The arbitration procedure established in this step shall extend only to those grievances which are arbitrable under this agreement. The arbitration procedure shall be as follows:

a. The City and the Union shall obtain from the Federal Mediation and Conciliation Service a list of five (5) arbitrators. The City and Union shall take turns striking arbitrators until there is one left. The Union shall have the first strike. After the Union uses its first strike, the City shall exercise their first strike. The Union shall then exercise their final strike followed by the City exercising their final strike. A finding or award of the Arbitrator shall be advisory upon the parties.

b. The procedure to be followed in submitting the grievance to the Arbitrator shall, unless agreed upon by the parties prior to the hearing, be determined by the Arbitrator.

i. It is understood and agreed between the parties that the decision of the Arbitrator, constituted as set forth above, shall be advisory upon the parties, and that the -Arbitrator's jurisdiction shall be limited to the application of this contract. The Arbitrator does not have the jurisdiction to amend, alter, enlarge, or ignore any provision of this contract.

ii. The expenses of the Arbitrator shall be shared equally between the City and the Union.

iii. It is specifically agreed that grievances shall not be combined for purposes of submitting them to arbitration. Only one grievance shall be heard in an arbitration proceeding.

iv. If the City raises the question as to whether a grievance is arbitrable under this section, the Arbitrator will not proceed under the assumption that the grievance is, in fact, arbitrable but must specifically rule on such question with the reason given therefor as part of their written decision. The Arbitrator may rule on the arbitrability and the merits in the same hearing.

~~h:~~

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

- ~~• Discipline or discharge for just cause arising under the City Personnel Rules, except that a limited grievance for written reprimands may be presented as set forth below.~~
- ~~• Direct the work force.~~
- ~~• Hire, assign, or transfer employees.~~
- ~~• Determine the mission of the City.~~
- ~~• Determine the methods, means, and/or number of personnel needed to carry out the City's mission.~~
- ~~• Introduce new or improved methods or facilities.~~
- ~~• Change existing methods or facilities.~~
- ~~• Relieve employees because of lack of work.~~
- ~~• Contract out for goods or services.~~
- ~~• The right to classify jobs and allocate individual employees to appropriate classifications based upon duty assignments.~~

~~A limited form of grievance may be presented for written reprimands. Each person may present a grievance to his or her immediate supervisor who will respond in writing within 5 working days. Written notification of this grievance will be forwarded to the Human Resources Director and Department Director.~~

~~If the person is not satisfied with the decision of his or her immediate supervisor, he or she may present the grievance to the Department Director who will notify the Human Resources Director. The Department Director will respond in writing within 5 working days.~~

ARTICLE XV - OTHER BENEFITS

A. MEDICAL INSURANCE

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

B. CAFETERIA PLAN

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

C. LIFE INSURANCE

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

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

D. UNION BULLETIN BOARD

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

E. HEALTH INSURANCE COMMITTEE

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

F. PROTECTIVE CLOTHING

1. The director will determine what uniforms and protective clothing shall be required and furnished to employees.

2. The City will pay sixty percent (60%) of the actual cost of providing and cleaning protective clothing and the employee shall pay forty percent (40%) of such costs.

~~2.3.~~ The City will reimburse sixty percent (60%) of the actual cost of providing up to 2 pair of steel toe or safety toe boots that meets the ANSI standard per contract year.

G. TRAVEL TIME REIMBURSEMENT

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

H. BILINGUAL PAY

Employees who are proficient in an approved second language will be paid ~~\$1000~~ 1,500 per calendar year, payable in the second check in November. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Department Director will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Department Director will determine which languages are “approved” based upon the needs of the department as they relate to the demographics of Grand Island.

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

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

I. VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION (VEBA)

All employees will be eligible to participate in the group VEBA. A contribution will be made on the employee’s behalf each pay period in the amount of Fifteen and No/100 Dollars (\$15.00). Employees will have access to the money in their VEBA account for eligible medical expenses upon termination with the City.

ARTICLE XVI - MANAGEMENT RIGHTS

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

1. The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees, provided, that the City, acting through its chief administrative officer, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.
2. This agreement in no way changes the power of the City to exercise any and all powers vested in it by the statutes of the State of Nebraska and the Grand Island City Code except as limited by the terms of this agreement and the principles of collective bargaining and labor law.
3. It is understood and agreed that the City possesses the sole right to operate the Public Works Department and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this contract. These rights include but are not limited to the following:
 - a. Discipline or discharge may be imposed for matters arising under this agreement or the City's Personnel Rules and Regulations, pursuant to Chapter 3 of said rules and regulations. ~~Should the City at any time during the course of this agreement amend the City Personnel Rules and Regulations, in regards to discipline or discharge, said amendment shall be proposed to the IBEW 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. If there is no agreement, the provisions of Chapter 3 in effect on October 1, 2011 will continue in force as to members of this bargaining unit.~~
 - b. Direct the work force.
 - c. Hire, assign, or transfer employees.
 - d. Determine the mission of the City.

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

~~6.~~—All industrial relations functions of the City shall be handled by the Mayor or his or her designated representative. The Union will not approve or encourage its membership to engage in industrial relations functions with anyone other than the Mayor or his or her designated representative.

MATTERS NOT MENTIONED

Any and all matters not specifically mentioned in this agreement are reserved to the City. Such matters reserved to the City and all matters specified in ARTICLE XVI above (except No. 3.a.), covering discipline and discharge for just cause) as management rights shall not be subject to the grievance procedures or negotiations during the life of this agreement. Matters that are mandatory topics of collective bargaining under applicable law will not be amended without mutual agreement during the term of this contract. All provisions of Chapters one, two, and three of the City Personnel Rules and Regulations now in effect not in conflict with this contract are by this reference made a part of this Agreement and shall not be amended unless agreed upon by both the Union and the City.

ARTICLE XVII - GENERAL PROVISIONS

1. a. No representative of the Union shall be permitted to come on any job site of the City for any reason without first presenting his or her credentials to the Mayor or Department Director, and obtaining permission to come on the job site of the City. Such permission shall not be unreasonably withheld.

b. One or two stewards shall be selected by the Union to conduct lawful functions on behalf of the employees in the bargaining unit. The Union shall furnish the City with the names of any stewards selected. All stewards shall be regular full time employees of the City. Stewards shall report to the department director or the director's designee prior to leaving work to perform the steward's duties and upon the return to work after performing such duties. Time off to perform such duties is not an unlimited right and reasonable restrictions may be imposed by the City consistent with this contract and applicable labor laws. Such leave will be without pay unless the employees requests to use accumulated vacation or personal leave.
2. The Union agrees that it or its members will not solicit membership in the Union or otherwise carry on Union activities during working hours.
3. The City agrees not to discriminate against any employee on the basis of race, creed, color, sex, age, or national origin, as provided by law.
4. The City and the Union agree not to interfere with the right of employees to become or not to become members of the Union, and further, that there shall be no discrimination or coercion against any employee because of union membership or non-membership.
5. An employee upon promotion, who fails to satisfactorily perform the duties of a classification into which he or she has been promoted during the first thirty days after such promotion, shall have the right to opt back into the classification from which he or she was promoted. He or she shall return to the same pay step held prior to promotion with the same regular status held prior to promotion. Any employee who chooses not to opt out or is not demoted based upon the decision of the supervisor, will need to satisfy the remainder of the six month introductory period.
6. The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the Union or which is in conflict with this agreement.
7. Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the City agrees to deduct the regular, biweekly amounts specified therein from his or her pay

for union dues. The effective date of such deduction shall be the second payroll following the filing of the written authorization by the employee with the Finance Director. The Finance Director will remit the collected union dues, together with a list of the employees' names for which the dues are deducted, to the official designated by the union, in writing, by the fifteenth day of the next succeeding month following the deduction. The City agrees not to withhold any initiation fees, assessments, special or otherwise, nor any funds from an employee's pay for the benefit of the union other than regular union dues as set forth herein.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under this Article. This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of operation.

ARTICLE XVIII - STRIKES AND LOCKOUTS

1. Neither the Union nor any of its officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be summarily discharged or disciplined by the City.
2. The City will not lock out any employees during the term of the agreement as a result of a labor dispute with the union.

ARTICLE XIX - DURATION OF CONTRACT

1. All of the terms, rights, obligations, benefits and conditions of this agreement will expire on its termination.
2. This agreement shall continue in full force and effect until Midnight on September 30, ~~2014~~2018.
3. Negotiations for a new agreement to take effect upon the termination of this agreement may begin any time after March 1, ~~2014~~2018.

ARTICLE XX- SEVERABILITY

If any of the provisions of agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of the agreement shall remain full force and effect for the duration of the agreement. Both parties shall then meet and attempt to negotiate a substitute. The union acknowledges that the City must comply with the Nebraska Budget Act.

ARTICLE XXI - SCOPE OF AGREEMENT

A. COMPLETE AGREEMENT

The parties mutually agree that this contract constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersedes all previous agreements. This contract shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

B. INTERPRETATION

This Agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

C. NEGOTIATIONS

The parties agree that the negotiations preceding the signing of this Agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

ARTICLE XXII - C.I.R. WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations (CIR) alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, ~~2012~~2014 through September 30, ~~2014~~2018.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF GRAND ISLAND, NEBRASKA, A MUNICIPAL CORPORATION

BY _____
JAY VAVRICEK, MAYOR

ATTEST _____
RANAE EDWARDS, CITY CLERK

Dated _____

I.B.E.W. LOCAL 1597

BY _____
PRESIDENT LOCAL 1597

Dated _____

CHIEF STEWARD LOCAL 1597

YEAR 1 - EXHIBIT A

IBEW WASTEWATER TREATMENT PLANT

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
ACCOUNTING TECH	HOURLY	15.9229	16.6179	17.3432	18.1002	18.8902	19.7146	20.5751	21.4731	22.4051
9500	PERIOD	1,273.83	1,329.43	1,387.46	1,448.02	1,511.22	1,577.17	1,646.01	1,717.85	1,792.41
	MONTH	2,759.97	2,880.43	3,006.16	3,137.38	3,274.31	3,417.20	3,566.36	3,722.01	3,883.56
	ANNUAL	33,119.58	34,565.18	36,073.96	37,648.52	39,291.72	41,006.42	42,796.26	44,664.10	46,602.66

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
EQUIP OPERATOR	HOURLY	17.2575	18.0107	18.7968	19.6173	20.4735	21.3671	22.2997	23.2730	24.2831
9540	PERIOD	1,380.60	1,440.86	1,503.74	1,569.38	1,637.88	1,709.37	1,783.98	1,861.84	1,942.65
	MONTH	2,991.30	3,121.86	3,258.10	3,400.32	3,548.74	3,703.64	3,865.29	4,033.99	4,209.08
	ANNUAL	35,895.60	37,462.36	39,097.24	40,803.88	42,584.88	44,443.62	46,383.48	48,407.84	50,508.90

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT MECH I	HOURLY	17.6458	18.4160	19.2198	20.0586	20.9341	21.8478	22.8014	23.7966	24.8295
9620	PERIOD	1,411.66	1,473.28	1,537.58	1,604.69	1,674.73	1,747.82	1,824.11	1,903.73	1,986.36
	MONTH	3,058.60	3,192.11	3,331.42	3,476.83	3,628.58	3,786.94	3,952.24	4,124.75	4,303.78
	ANNUAL	36,703.16	38,305.28	39,977.08	41,721.94	43,542.98	45,443.32	47,426.86	49,496.98	51,645.36

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT MECH II	HOURLY	19.9508	20.8216	21.7304	22.6788	23.6687	24.7017	25.7799	26.9051	28.0728
9621	PERIOD	1,596.06	1,665.73	1,738.43	1,814.30	1,893.50	1,976.14	2,062.39	2,152.41	2,245.82
	MONTH	3,458.13	3,609.08	3,766.60	3,930.98	4,102.58	4,281.64	4,468.51	4,663.56	4,865.94
	ANNUAL	41,497.56	43,308.98	45,199.18	47,171.80	49,231.00	51,379.64	53,622.14	55,962.66	58,391.32

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WORKER	HOURLY	17.8184	18.5961	19.4077	20.2548	21.1389	22.0615	23.0244	24.0294	25.0723
9625	PERIOD	1,425.47	1,487.69	1,552.62	1,620.38	1,691.11	1,764.92	1,841.95	1,922.35	2,005.78
	MONTH	3,088.52	3,223.33	3,364.01	3,510.82	3,664.07	3,823.99	3,990.89	4,165.09	4,345.86
	ANNUAL	37,062.22	38,679.94	40,368.12	42,129.88	43,968.86	45,887.92	47,890.70	49,981.10	52,150.28

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
WWTP CLERK	HOURLY	13.6019	14.1955	14.8151	15.4617	16.1365	16.8408	17.5758	18.3429	19.1390
9720	PERIOD	1,088.15	1,135.64	1,185.21	1,236.94	1,290.92	1,347.26	1,406.06	1,467.43	1,531.12
	MONTH	2,357.66	2,460.55	2,567.96	2,680.04	2,796.99	2,919.06	3,046.46	3,179.43	3,317.43
	ANNUAL	28,291.90	29,526.64	30,815.46	32,160.44	33,563.92	35,028.76	36,557.56	38,153.18	39,809.12

YEAR 1 - EXHIBIT A

IBEW WASTEWATER TREATMENT PLANT

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
WWTP LAB TECH	HOURLY	18.8233	19.6448	20.5023	21.3971	22.3310	23.3057	24.3229	25.3844	26.4862
9723	PERIOD	1,505.86	1,571.58	1,640.18	1,711.77	1,786.48	1,864.46	1,945.83	2,030.75	2,118.90
	MONTH	3,262.70	3,405.09	3,553.72	3,708.84	3,870.71	4,039.66	4,215.97	4,399.96	4,590.95
	ANNUAL	39,152.36	40,861.08	42,644.68	44,506.02	46,448.48	48,475.96	50,591.58	52,799.50	55,091.40

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
WWTP OPERATOR I	HOURLY	16.1293	16.8333	17.5680	18.3348	19.1351	19.9703	20.8420	21.7517	22.6958
9725	PERIOD	1,290.34	1,346.66	1,405.44	1,466.78	1,530.81	1,597.62	1,667.36	1,740.14	1,815.66
	MONTH	2,795.74	2,917.76	3,045.12	3,178.02	3,316.76	3,461.51	3,612.61	3,770.30	3,933.93
	ANNUAL	33,548.84	35,013.16	36,541.44	38,136.28	39,801.06	41,538.12	43,351.36	45,243.64	47,207.16

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
WWTP OPR II	HOURLY	18.0341	18.8212	19.6427	20.5000	21.3948	22.3286	23.3032	24.3203	25.3758
9726	PERIOD	1,442.73	1,505.70	1,571.42	1,640.00	1,711.58	1,786.29	1,864.26	1,945.62	2,030.06
	MONTH	3,125.92	3,262.35	3,404.74	3,553.33	3,708.42	3,870.30	4,039.23	4,215.51	4,398.46
	ANNUAL	37,510.98	39,148.20	40,856.92	42,640.00	44,501.08	46,443.54	48,470.76	50,586.12	52,781.56

YEAR 2 - EXHIBIT B

IBEW WASTEWATER TREATMENT PLANT

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
ACCOUNTING TECH	HOURLY	16.6792	17.3245	17.9947	18.6909	19.4141	20.1652	20.9453	21.7557	22.5974	23.4693
9500	PERIOD	1,334.34	1,385.96	1,439.58	1,495.27	1,553.13	1,613.22	1,675.62	1,740.46	1,807.79	1,877.54
	MONTH	2,891.07	3,002.91	3,119.09	3,239.75	3,365.12	3,495.31	3,630.51	3,771.00	3,916.88	4,068.00
	ANNUAL	34,692.84	36,034.96	37,429.08	38,877.02	40,381.38	41,943.72	43,566.12	45,251.96	47,002.54	48,816.04

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
EQUIP OPERATOR	HOURLY	17.6458	18.3285	19.0376	19.7742	20.5392	21.3339	22.1593	23.0166	23.9071	24.8295
9540	PERIOD	1,411.66	1,466.28	1,523.01	1,581.94	1,643.14	1,706.71	1,772.74	1,841.33	1,912.57	1,986.36
	MONTH	3,058.60	3,176.94	3,299.86	3,427.54	3,560.14	3,697.87	3,840.94	3,989.55	4,143.90	4,303.78
	ANNUAL	36,703.16	38,123.28	39,598.26	41,130.44	42,721.64	44,374.46	46,091.24	47,874.58	49,726.82	51,645.36

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
MAINT MECH I	HOURLY	18.0428	18.7409	19.4660	20.2191	21.0014	21.8139	22.6579	23.5345	24.4450	25.3881
9620	PERIOD	1,443.42	1,499.27	1,557.28	1,617.53	1,680.11	1,745.11	1,812.63	1,882.76	1,955.60	2,031.05
	MONTH	3,127.41	3,248.42	3,374.11	3,504.65	3,640.24	3,781.07	3,927.37	4,079.31	4,237.13	4,400.61
	ANNUAL	37,528.92	38,981.02	40,489.28	42,055.78	43,682.86	45,372.86	47,128.38	48,951.76	50,845.60	52,807.30

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
MAINT MECH II	HOURLY	20.5493	21.3444	22.1702	23.0279	23.9188	24.8443	25.8055	26.8039	27.8409	28.9150
9621	PERIOD	1,643.94	1,707.55	1,773.62	1,842.23	1,913.50	1,987.54	2,064.44	2,144.31	2,227.27	2,313.20
	MONTH	3,561.87	3,699.69	3,842.84	3,991.50	4,145.92	4,306.34	4,472.95	4,646.01	4,825.75	5,011.93
	ANNUAL	42,742.44	44,396.30	46,114.12	47,897.98	49,751.00	51,676.04	53,675.44	55,752.06	57,909.02	60,143.20

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
MAINT WORKER	HOURLY	18.3529	19.0630	19.8005	20.5666	21.3623	22.1888	23.0473	23.9390	24.8651	25.8245
9625	PERIOD	1,468.23	1,525.04	1,584.04	1,645.33	1,708.98	1,775.10	1,843.78	1,915.12	1,989.21	2,065.96
	MONTH	3,181.17	3,304.25	3,432.09	3,564.88	3,702.79	3,846.05	3,994.86	4,149.43	4,309.96	4,476.25
	ANNUAL	38,173.98	39,651.04	41,185.04	42,778.58	44,433.48	46,152.60	47,938.28	49,793.12	51,719.46	53,714.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
WWTP CLERK	HOURLY	14.2480	14.7992	15.3717	15.9664	16.5841	17.2257	17.8922	18.5844	19.3034	20.0481
9720	PERIOD	1,139.84	1,183.94	1,229.74	1,277.31	1,326.73	1,378.06	1,431.38	1,486.75	1,544.27	1,603.85
	MONTH	2,469.65	2,565.20	2,664.44	2,767.51	2,874.58	2,985.80	3,101.32	3,221.29	3,345.92	3,475.01
	ANNUAL	29,635.84	30,782.44	31,973.24	33,210.06	34,494.98	35,829.56	37,215.88	38,655.50	40,151.02	41,700.10

YEAR 2 - EXHIBIT B

IBEW WASTEWATER TREATMENT PLANT

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
WWTP LAB TECH	HOURLY	19.3409	20.0892	20.8664	21.6737	22.5123	23.3832	24.2879	25.2276	26.2036	27.2145
9723	PERIOD	1,547.27	1,607.14	1,669.31	1,733.90	1,800.98	1,870.66	1,943.03	2,018.21	2,096.29	2,177.16
	MONTH	3,352.42	3,482.14	3,616.84	3,756.78	3,902.12	4,053.10	4,209.90	4,372.79	4,541.96	4,717.18
	ANNUAL	40,229.02	41,785.64	43,402.06	45,081.40	46,825.48	48,637.16	50,518.78	52,473.46	54,503.54	56,606.16

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
WWTP OPERATOR I	HOURLY	16.8551	17.5072	18.1846	18.8882	19.6190	20.3780	21.1665	21.9854	22.8361	23.7171
9725	PERIOD	1,348.41	1,400.58	1,454.77	1,511.06	1,569.52	1,630.24	1,693.32	1,758.83	1,826.89	1,897.37
	MONTH	2,921.56	3,034.59	3,152.00	3,273.96	3,400.63	3,532.19	3,668.86	3,810.80	3,958.26	4,110.97
	ANNUAL	35,058.66	36,415.08	37,824.02	39,287.56	40,807.52	42,386.24	44,026.32	45,729.58	47,499.14	49,331.62

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
WWTP OPR II	HOURLY	18.8456	19.5747	20.3321	21.1187	21.9358	22.7845	23.6660	24.5816	25.5327	26.5178
9726	PERIOD	1,507.65	1,565.98	1,626.57	1,689.50	1,754.86	1,822.76	1,893.28	1,966.53	2,042.62	2,121.42
	MONTH	3,266.58	3,392.96	3,524.24	3,660.58	3,802.20	3,949.31	4,102.11	4,260.82	4,425.68	4,596.41
	ANNUAL	39,198.90	40,715.48	42,290.82	43,927.00	45,626.36	47,391.76	49,225.28	51,129.78	53,108.12	55,156.92

YEAR 3 - EXHIBIT C

IBEW WASTEWATER TREATMENT PLANT

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
ACCOUNTING TECH	HOURLY	17.4298	18.0355	18.6623	19.3108	19.9820	20.6764	21.3949	22.1385	22.9078	23.7040	24.5254
9500	PERIOD	1,394.38	1,442.84	1,492.98	1,544.86	1,598.56	1,654.11	1,711.59	1,771.08	1,832.62	1,896.32	1,962.03
	MONTH	3,021.16	3,126.15	3,234.79	3,347.20	3,463.55	3,583.91	3,708.45	3,837.34	3,970.68	4,108.69	4,251.07
	ANNUAL	36,253.88	37,513.84	38,817.48	40,166.36	41,562.56	43,006.86	44,501.34	46,048.08	47,648.12	49,304.32	51,012.78

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
EQUIP OPERATOR	HOURLY	18.0428	18.6699	19.3187	19.9901	20.6848	21.4037	22.1475	22.9172	23.7136	24.5377	25.3881
9540	PERIOD	1,443.42	1,493.59	1,545.50	1,599.21	1,654.78	1,712.30	1,771.80	1,833.38	1,897.09	1,963.02	2,031.05
	MONTH	3,127.41	3,236.11	3,348.58	3,464.96	3,585.36	3,709.98	3,838.90	3,972.32	4,110.36	4,253.21	4,400.61
	ANNUAL	37,528.92	38,833.34	40,183.00	41,579.46	43,024.28	44,519.80	46,066.80	47,667.88	49,324.34	51,038.52	52,807.30

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
MAINT MECH I	HOURLY	18.4488	19.0899	19.7534	20.4399	21.1502	21.8852	22.6458	23.4328	24.2472	25.0898	25.9593
9620	PERIOD	1,475.90	1,527.19	1,580.27	1,635.19	1,692.02	1,750.82	1,811.66	1,874.62	1,939.78	2,007.18	2,076.74
	MONTH	3,197.78	3,308.91	3,423.92	3,542.91	3,666.04	3,793.44	3,925.26	4,061.68	4,202.86	4,348.89	4,499.60
	ANNUAL	38,373.40	39,706.94	41,087.02	42,514.94	43,992.52	45,521.32	47,103.16	48,740.12	50,434.28	52,186.68	53,995.24

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
MAINT MECH II	HOURLY	21.1658	21.9014	22.6625	23.4501	24.2651	25.1083	25.9809	26.8839	27.8181	28.7849	29.7825
9621	PERIOD	1,693.26	1,752.11	1,813.00	1,876.01	1,941.21	2,008.66	2,078.47	2,150.71	2,225.45	2,302.79	2,382.60
	MONTH	3,668.73	3,796.24	3,928.17	4,064.69	4,205.96	4,352.10	4,503.35	4,659.87	4,821.81	4,989.38	5,162.30
	ANNUAL	44,024.76	45,554.86	47,138.00	48,776.26	50,471.46	52,225.16	54,040.22	55,918.46	57,861.70	59,872.54	61,947.60

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
MAINT WORKER	HOURLY	18.9035	19.5605	20.2402	20.9437	21.6715	22.4247	23.2040	24.0104	24.8448	25.7083	26.5992
9625	PERIOD	1,512.28	1,564.84	1,619.22	1,675.50	1,733.72	1,793.98	1,856.32	1,920.83	1,987.58	2,056.66	2,127.94
	MONTH	3,276.61	3,390.49	3,508.31	3,630.25	3,756.39	3,886.96	4,022.03	4,161.80	4,306.42	4,456.10	4,610.54
	ANNUAL	39,319.28	40,685.84	42,099.72	43,563.00	45,076.72	46,643.48	48,264.32	49,941.58	51,677.08	53,473.16	55,326.44

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
WWTP CLERK	HOURLY	14.8892	15.4067	15.9421	16.4961	17.0693	17.6625	18.2764	18.9114	19.5686	20.2487	20.9503
9720	PERIOD	1,191.14	1,232.54	1,275.37	1,319.69	1,365.54	1,413.00	1,462.11	1,512.91	1,565.49	1,619.90	1,676.02
	MONTH	2,580.80	2,670.50	2,763.30	2,859.33	2,958.67	3,061.50	3,167.91	3,277.97	3,391.90	3,509.78	3,631.38
	ANNUAL	30,969.64	32,046.04	33,159.62	34,311.94	35,504.04	36,738.00	38,014.86	39,335.66	40,702.74	42,117.40	43,576.52

YEAR 3 - EXHIBIT C

IBEW WASTEWATER TREATMENT PLANT

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
WWTP LAB TECH	HOURLY	19.8728	20.5634	21.2781	22.0175	22.7827	23.5744	24.3937	25.2414	26.1186	27.0263	27.9629
9723	PERIOD	1,589.82	1,645.07	1,702.25	1,761.40	1,822.62	1,885.95	1,951.50	2,019.31	2,089.49	2,162.10	2,237.03
	MONTH	3,444.61	3,564.32	3,688.21	3,816.37	3,949.01	4,086.23	4,228.25	4,375.17	4,527.23	4,684.55	4,846.90
	ANNUAL	41,335.32	42,771.82	44,258.50	45,796.40	47,388.12	49,034.70	50,739.00	52,502.06	54,326.74	56,214.60	58,162.78

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
WWTP OPERATOR I	HOURLY	17.6136	18.2257	18.8591	19.5146	20.1928	20.8946	21.6207	22.3721	23.1497	23.9542	24.7844
9725	PERIOD	1,409.09	1,458.06	1,508.73	1,561.17	1,615.42	1,671.57	1,729.66	1,789.77	1,851.98	1,916.34	1,982.75
	MONTH	3,053.03	3,159.13	3,268.92	3,382.54	3,500.08	3,621.74	3,747.60	3,877.84	4,012.62	4,152.07	4,295.96
	ANNUAL	36,636.34	37,909.56	39,226.98	40,590.42	42,000.92	43,460.82	44,971.16	46,534.02	48,151.48	49,824.84	51,551.50

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
WWTP OPR II	HOURLY	19.6465	20.3292	21.0357	21.7668	22.5233	23.3060	24.1160	24.9541	25.8213	26.7186	27.6448
9726	PERIOD	1,571.72	1,626.34	1,682.86	1,741.34	1,801.86	1,864.48	1,929.28	1,996.33	2,065.70	2,137.49	2,211.58
	MONTH	3,405.39	3,523.74	3,646.20	3,772.90	3,904.03	4,039.71	4,180.11	4,325.38	4,475.68	4,631.23	4,791.76
	ANNUAL	40,864.72	42,284.84	43,754.36	45,274.84	46,848.36	48,476.48	50,161.28	51,904.58	53,708.20	55,574.74	57,501.08

YEAR 4 - EXHIBIT D

IBEW WASTEWATER TREATMENT PLANT

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
ACCOUNTING TECH	HOURLY	18.2141	18.8471	19.5021	20.1798	20.8812	21.6068	22.3577	23.1347	23.9387	24.7707	25.6290
9500	PERIOD	1,457.13	1,507.77	1,560.17	1,614.38	1,670.50	1,728.54	1,788.62	1,850.78	1,915.10	1,981.66	2,050.32
	MONTH	3,157.12	3,266.84	3,380.37	3,497.82	3,619.42	3,745.17	3,875.34	4,010.02	4,149.38	4,293.60	4,442.36
	ANNUAL	37,885.38	39,202.02	40,564.42	41,973.88	43,433.00	44,942.04	46,504.12	48,120.28	49,792.60	51,523.16	53,308.32

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
EQUIP OPERATOR	HOURLY	18.4488	19.0900	19.7534	20.4399	21.1502	21.8853	22.6458	23.4328	24.2472	25.0898	25.9593
9540	PERIOD	1,475.90	1,527.20	1,580.27	1,635.19	1,692.02	1,750.82	1,811.66	1,874.62	1,939.78	2,007.18	2,076.74
	MONTH	3,197.78	3,308.93	3,423.92	3,542.91	3,666.04	3,793.44	3,925.26	4,061.68	4,202.86	4,348.89	4,499.60
	ANNUAL	38,373.40	39,707.20	41,087.02	42,514.94	43,992.52	45,521.32	47,103.16	48,740.12	50,434.28	52,186.68	53,995.24

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
MAINT MECH I	HOURLY	18.8178	19.4717	20.1485	20.8487	21.5732	22.3229	23.0987	23.9015	24.7321	25.5916	26.4785
9620	PERIOD	1,505.42	1,557.74	1,611.88	1,667.90	1,725.86	1,785.83	1,847.90	1,912.12	1,978.57	2,047.33	2,118.28
	MONTH	3,261.74	3,375.10	3,492.41	3,613.78	3,739.36	3,869.30	4,003.78	4,142.93	4,286.90	4,435.88	4,589.61
	ANNUAL	39,140.92	40,501.24	41,908.88	43,365.40	44,872.36	46,431.58	48,045.40	49,715.12	51,442.82	53,230.58	55,075.28

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
MAINT MECH II	HOURLY	21.8008	22.5584	23.3424	24.1536	24.9931	25.8615	26.7603	27.6904	28.6526	29.6484	30.6760
9621	PERIOD	1,744.06	1,804.67	1,867.39	1,932.29	1,999.45	2,068.92	2,140.82	2,215.23	2,292.21	2,371.87	2,454.08
	MONTH	3,778.80	3,910.12	4,046.01	4,186.63	4,332.14	4,482.66	4,638.44	4,799.67	4,966.46	5,139.05	5,317.17
	ANNUAL	45,345.56	46,921.42	48,552.14	50,239.54	51,985.70	53,791.92	55,661.32	57,595.98	59,597.46	61,668.62	63,806.08

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
MAINT WORKER	HOURLY	19.4706	20.1473	20.8474	21.5720	22.3216	23.0974	23.9001	24.7307	25.5901	26.4795	27.3972
9625	PERIOD	1,557.65	1,611.78	1,667.79	1,725.76	1,785.73	1,847.79	1,912.01	1,978.46	2,047.21	2,118.36	2,191.78
	MONTH	3,374.91	3,492.19	3,613.55	3,739.15	3,869.08	4,003.55	4,142.69	4,286.66	4,435.62	4,589.78	4,748.86
	ANNUAL	40,498.90	41,906.28	43,362.54	44,869.76	46,428.98	48,042.54	49,712.26	51,439.96	53,227.46	55,077.36	56,986.28

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
WWTP CLERK	HOURLY	15.5592	16.1000	16.6595	17.2384	17.8374	18.4573	19.0988	19.7624	20.4492	21.1599	21.8931
9720	PERIOD	1,244.74	1,288.00	1,332.76	1,379.07	1,426.99	1,476.58	1,527.90	1,580.99	1,635.94	1,692.79	1,751.45
	MONTH	2,696.94	2,790.67	2,887.65	2,987.99	3,091.81	3,199.26	3,310.45	3,425.48	3,544.54	3,667.71	3,794.81
	ANNUAL	32,363.24	33,488.00	34,651.76	35,855.82	37,101.74	38,391.08	39,725.40	41,105.74	42,534.44	44,012.54	45,537.70

YEAR 4 - EXHIBIT D

IBEW WASTEWATER TREATMENT PLANT

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
WWTP LAB TECH	HOURLY	20.3696	21.0775	21.8101	22.5679	23.3523	24.1638	25.0035	25.8724	26.7716	27.7020	28.6620
9723	PERIOD	1,629.57	1,686.20	1,744.81	1,805.43	1,868.18	1,933.10	2,000.28	2,069.79	2,141.73	2,216.16	2,292.96
	MONTH	3,530.74	3,653.43	3,780.42	3,911.77	4,047.72	4,188.38	4,333.94	4,484.55	4,640.42	4,801.68	4,968.08
	ANNUAL	42,368.82	43,841.20	45,365.06	46,941.18	48,572.68	50,260.60	52,007.28	53,814.54	55,684.98	57,620.16	59,616.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
WWTP OPERATOR I	HOURLY	18.3622	19.0003	19.6606	20.3440	21.0510	21.7826	22.5396	23.3229	24.1336	24.9723	25.8377
9725	PERIOD	1,468.98	1,520.02	1,572.85	1,627.52	1,684.08	1,742.61	1,803.17	1,865.83	1,930.69	1,997.78	2,067.02
	MONTH	3,182.79	3,293.38	3,407.84	3,526.29	3,648.84	3,775.66	3,906.87	4,042.63	4,183.16	4,328.52	4,478.54
	ANNUAL	38,193.48	39,520.52	40,894.10	42,315.52	43,786.08	45,307.86	46,882.42	48,511.58	50,197.94	51,942.28	53,742.52

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
WWTP OPR II	HOURLY	20.4815	21.1932	21.9297	22.6919	23.4805	24.2965	25.1409	26.0146	26.9187	27.8541	28.8197
9726	PERIOD	1,638.52	1,695.46	1,754.38	1,815.35	1,878.44	1,943.72	2,011.27	2,081.17	2,153.50	2,228.33	2,305.58
	MONTH	3,550.13	3,673.50	3,801.16	3,933.26	4,069.95	4,211.39	4,357.75	4,509.20	4,665.92	4,828.05	4,995.42
	ANNUAL	42,601.52	44,081.96	45,613.88	47,199.10	48,839.44	50,536.72	52,293.02	54,110.42	55,991.00	57,936.58	59,945.08

RESOLUTION 2014-288

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City has the authority to make all contracts and do all other acts in relation to the property and concerns of the city necessary to the exercise of its corporate powers; and

WHEREAS, four employee groups at the City of Grand Island are represented by the Union Local No. 1597, I.B.E.W., AFL-CIO (IBEW Finance, Wastewater Treatment Plant, Service/Clerical and Utilities); and

WHEREAS, representatives of the City and the IBEW, Local No. 1597 (Wastewater Treatment Plant) met to negotiate the labor agreement, and

WHEREAS, the contract specifies a salary adjustment as well as all other benefits, terms and conditions outlined in the agreement, and

WHEREAS, an agreement was reached with the employee group and a labor agreement has been presented to City Council for approval.

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 Union Local No. 1597, I.B.E.W., AFL-CIO, (Wastewater Treatment Plant) for the period of October 1, 2014 through September 30, 2018.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	□ _____
September 5, 2014	□ City Attorney



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item I-8

#2014-289 - Consideration of Approving Labor Agreement between the City of Grand Island and IBEW, Local 1597 – Service/Clerical

This item relates to the aforementioned Resolution item I-7.

Staff Contact: Brenda Sutherland



and

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

SERVICE/CLERICAL

October 1, ~~2012~~2014 through September 30, ~~2014~~2018

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Exhibit A – 2014 – 2015 Salary Tables

Exhibit B – 2015 – 2016 Salary Tables

Exhibit C – 2016 – 2017 Salary Tables

Exhibit D – 2017 – 2018 Salary Tables

AGREEMENT

THIS AGREEMENT, dated this _____ day of ~~August~~September, ~~2012~~2014, by and between the CITY OF GRAND ISLAND (hereinafter referred to as the "City"), and UNION LOCAL NO. 1597, I.B.E.W., AFL-CIO (hereinafter referred to as the "Union"). The provisions of this agreement shall be effective from October 1, ~~2012~~2014 through and including September 30, ~~2014~~2018.

PURPOSE AND INTENT OF THE PARTIES

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

ARTICLE I - RECOGNITION

A. BARGAINING UNIT

The City hereby recognizes the Union as the sole representative of those full-time, regular status, non-supervisory employees in the following positions employed with the City. Nothing contained in this Article shall prohibit employees of the bargaining unit from seeking an election to revoke the authority of the Union to represent them prior to the expiration of this agreement. The Union further agrees that it will not do anything to discriminate against any employee who attempts the decertification of or resignation from the Union. The City agrees that it will take no overt action to aid any organization or association in an effort to decertify the Union during the term of this Agreement. Employees represented by this bargaining agreement are hereby defined as being those persons who are currently employed under the classifications outlined in Article I, Section B, hereof.

B. EMPLOYEE CLASSIFICATIONS

Administrative Assistant (Fire, Parks, Public Works, Utilities)
Accounting Technician (Streets)
Accounts Payable Clerk
Audio Video Technician
Building Inspector
Public Safety Dispatcher
Community Development Administrator
Community Development Specialist
Computer Programmer
Computer Operator
Computer Technician
Crime Analyst
Custodian (Police)

Electrical Inspector
Emergency Management Coordinator
Engineering Technician (Public Works)
Evidence Technician (Police)
GIS Coordinator
Maintenance Worker I & II (Building, Library, Police)
Plans Examiner
Planning Technician
Plumbing Inspector Backflow
Plumbing Inspector
Police Records Clerk
Secretary (Finance, Building, ~~Parks & Rec.~~, Planning, Utilities)
Shooting Range Operator
Stormwater Technician (Public Works)

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

ARTICLE II - HOURS OF WORK

A. SCHEDULES OF WORK

The City shall establish the work week, work day, and hours of work. The work week, work day and hours of work may vary according to the special requirements of any division or program. Hours worked shall include actual hours worked and shall not include paid leave, holidays, and vacation when calculating overtime. The City shall strive to make reasonable efforts so that all changes and work schedules, except in cases of emergency, shall be posted for all affected employees to see at least seventy-two (72) hours before the change is effective. Twenty-eight (28) days notice for shift workers will be provided for long term shift reassignments; however, the City retains the right to reassign at any time for extraordinary circumstances or disciplinary reasons.

B. REST PERIODS

Employees may take a 15-minute rest period during the approximate middle of each one-half (1/2) work day; provided, however, that the granting of such rest periods shall be at such times as are the least disruptive of work in progress. If it is not feasible to grant any such rest periods, employees shall not receive additional pay or additional time off in lieu thereof. Non-shift employees shall be allowed at least one-half hour off, without pay, for a meal as close to the middle of the shift as possible. The employer retains the right to respond to emergency situations by not allowing a rest period. Rest periods shall not be cumulative. Unless prior supervisory approval is given, rest periods shall not be taken before one (1) hour after the employee arrives at work, or one (1) hour before the employee leaves work. Rest periods are considered work time. The provisions of this section may not be used for the purpose of regular and routine denial of rest periods.

C. SHIFT DIFFERENTIAL

A shift differential of ~~\$0.10~~\$0.15 per hour shall be added to the base hourly wage for persons in the employee classifications listed below who work a **complete** shift that begins between 3:00 p.m. and 11:00 p.m. Employees who work complete shifts from 11:00 p.m. to 7:00 a.m. will receive a shift differential of \$0.25 per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

Public Safety Dispatcher

D. OVERTIME AND COMPENSATORY TIME

1. Non-exempt employees who perform work in excess of forty (40) hours in a workweek, shall be compensated at the rate of one and one-half (1½) times their regular rate of pay for the excess hours worked. Compensation shall be in compensatory time or cash payment, at the option of the employee.

2. Overtime and compensatory time for work shall be accrued and compensated for in one-tenth (1/10) hour units.

3. This article shall not be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked.

4. For purposes of calculating eligibility for overtime, “hours worked” shall include actual hours worked. Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime.

5. In lieu of payment for overtime hours worked, the City may grant compensatory time off. One and one-half (1½) hours of compensatory time shall be credited for each overtime hour worked. Compensatory time may not be used on a holiday. Compensatory time may be accumulated up to sixty (60) hours annually but an employee may only have up to sixteen (16) hours in their bank at any one time with the year commencing October 1st. All compensatory time that is not used prior to the last pay period before September 15th of each year shall be paid out in cash to the employee at the regular hourly rate for the hours left in the compensatory time bank. The payout for the unused compensatory time shall occur in the last full pay period prior to or on September 15th, if September 15th is the last pay period of said year. It shall be permissible to use less than eight (8) hours at a time. The compensatory time off shall be taken at a time mutually agreed upon by the employee and his/her supervisor. It is understood that the usage of compensatory time is to be requested prior to being taken and the request may be denied as may any other leave request. Requests for the use of accrued compensatory time shall not be unreasonably denied.

6. All compensatory time must be recorded through the City’s payroll system. Compensatory time kept by individual employees or their supervisors will not be recognized and is prohibited.

E. CALL-BACK PAY

In the event an employee is called to duty during his or her off-duty time, and such time does not otherwise merge with his or her regularly-scheduled work schedule, such employee shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay for the actual number of hours worked, although the employee shall be compensated for no less than two (2) hours at the enhanced rate. Provided, however, that if the employee called back responds and performs the work from a remote location without reporting to the work site, he or she shall be compensated as set forth above, but the minimum compensation will be one (1) hour instead of two (2).

F. ~~Working Out of Class~~ WORKING OUT OF CLASS

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

ARTICLE III - HOLIDAYS AND HOLIDAY PAY

A. HOLIDAYS

The following holidays are observed:

New Year's Day	Veteran's Day <u>Martin Luther King, Jr. Day</u>
<u>Memorial Day</u>	<u>Independence Day</u>
<u>Labor Day</u>	<u>Veterans' Day</u>
Thanksgiving Day	Friday following Thanksgiving
Memorial Day	Labor Day
Independence Day	Christmas Day

B. HOLIDAY PAY AND HOLIDAY ON PAY

Holiday pay shall consist of straight pay up to eight (8) hours plus additional compensation at the rate of 1.5 times the regular rate of compensation for those who are regularly scheduled to work. For those who are called into work on the holiday, they shall receive as compensation straight pay up to eight (8) hours for the holiday, plus additional compensation at the rate of 1.5 times the regular rate of pay for the actual hours worked as holiday on pay. No compensatory time may be accrued in lieu of being paid Holiday on Pay or Holiday Pay.

C. WEEKEND HOLIDAYS

When a holiday falls on Sunday, the following Monday shall be observed as a holiday; when a holiday falls on Saturday, the preceding Friday shall be observed as the holiday; except, if you work in a shift position or any department that is open and operating twenty-four (24) hours a day seven (7) days a week, then the holiday shall be recognized on its actual day.

D. ELIGIBILITY FOR HOLIDAY PAY

No employee shall be eligible for holiday pay unless he or she is in an active pay status the last regularly scheduled day before the holiday or the first regularly scheduled day after the holiday. Active pay status shall mean any pay status other than leave without pay or suspension without pay.

E. PERSONAL DAY

~~Four (4)~~Three~~Two (3)~~ personal leave days will be given to employees each contract year. ~~One~~Two personal leave days will be given in October and must be taken by ~~March 15th~~September 15th. ~~The second personal leave day will be given in April and must be taken by September 15th. In addition to the two (2)~~one (1) personal leave days, ~~the City will provide two one (21) annual personal leave days that will be granted on October 1st 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. The Director or his or her designees will make every effort to grant requested personal leave time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Use of personal leave will not be unreasonably denied. New employees who begin work on or after April 1 will not be eligible for personal days until the following October 1. Personal leave not taken by the dates set forth above expires and does not carry over. Employees will not be compensated for unused or expired personal leave days.

ARTICLE IV – VACATIONS

A. ELIGIBILITY

All full-time regular status employees are eligible to take vacation leave as it is earned and shall accrue vacation leave in bi-weekly increments as described below. Employees shall not earn or accrue any vacation time during their introductory period. Vacation may be taken at any time and may be taken in one half (1/2) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. Requests for vacation time will not be unreasonably denied.

B. AMOUNT AUTHORIZED

Authorized vacation leave shall be computed on the following basis:

1. Upon successfully completing the six- (6) month introductory period, an employee will have available forty (~~40~~40) hours of vacation time. The employee will accrue an additional forty (~~40~~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 Twenty (120) Hours~~
- ~~4. Years 7 through 8 One Hundred Twenty Eight (128) Hours~~
- ~~5. Years 9 through 10 One Hundred Thirty Six (136) 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 Sixty Eight (168) Hours~~
- ~~10. Year 25 and beyond One Hundred Seventy Six (176) Hours~~

- 1. Years 2 through 4 Eighty (80) Hours
- 2. Years 5 through 9 One Hundred Fifteen (115) Hours
- 3. Years 10 through 14 One Hundred Thirty-Six (136) Hours
- 4. Years 15 through 19 One Hundred Sixty (160) Hours
- 5. Years 20 through 24 One Hundred Seventy-Eight (178) Hours
- 6. Years 25 + Two Hundred (200) Hours

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

C. VACATION SCHEDULE

1. Vacation leave shall be taken at a time convenient to and approved by the Department Director or supervisor.

2. The Director or his or her designees will make every effort to grant requested vacation time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Each employee shall take a minimum vacation of five (5)

consecutive days. In the event a holiday falls within the mandatory five-day term, such holiday use will satisfy the mandatory term requirements.

D. SENIORITY FOR VACATION AND PERSONAL HOLIDAY PLANNING

The Department Director and/or supervisor shall grant leave on the basis of the work requirements of the City after conferring with employees and recognizing their wishes where possible. Preference in the scheduling of vacation and personal holiday time shall be given to employees within their job classification in order of their total length of employment with the City.

Job classifications with two or more employees will have two (2) vacation schedules that will run consecutively.

1. Prime Vacation Schedule: An employee may make one choice with a minimum of five (5) work days and a maximum of as many consecutive days as said employees has accrued vacation time. Vacation of greater than five (5) work days shall be consecutive work days so that only one block of vacation time is scheduled on the prime vacation schedule. The prime vacation schedule shall be completed by all employees in the effective job classification before the secondary vacation schedule is initiated for that classification.

2. Secondary Vacation Schedule: An employee may make as many selections as said employee has accrued vacation time.

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-fourty~~ (8040) hours.

2. An employee who fails to use his or her vacation time through the employee's own decision will not accrue additional vacation after reaching an amount equal to the maximum amount of vacation that he or she can earn in one year plus ~~eighty-fourty~~ (8040) hours.

Employees who have more than the limit allowed at the commencement of the contract will have until January 31, 2015 to come into compliance with the limits. After January 31, 2015 any amount above the limits will be forfeited.

F. VACATION CREDIT ON TERMINATION AND RETIREMENT

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

ARTICLE V

MEDICAL LEAVE, BEREAVEMENT LEAVE, AND FMLA LEAVE

A. AMOUNT AUTHORIZED

Medical Leave. Medical leave shall be credited to all full-time employees as follows:

1. Eight (8) hours for each full calendar month of service.
2. For a calendar month in which an employee is paid for less than the full standard hours including paid leave, medical leave shall be awarded on a pro-rata basis.

B. USE OF MEDICAL LEAVE

Medical leave may be used under the following circumstances:

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

For purposes of medical leave, an immediate family member shall mean a child, spouse, parent, in-laws of the same relation, and other dependents for whom the employee is legally responsible. An employee may use up to eighty (80) hours of medical leave per year to care for immediate family members.

5. When absence is due to alcoholism or drugs, if medically diagnosed by a licensed physician and the employee is receiving assistance and has agreed to an approved course of treatment.
6. Medical leave shall not be granted in advance of accrual.
7. Leave without pay may be granted for sickness extending beyond the earned credits.
8. After six (6) continuous months of service, accrued vacation leave credits may be used for medical leave when medical leave credits have been exhausted.
9. Medical leave shall not continue to accrue while an employee is on unpaid leave.
10. The amount of medical leave charged against an employee's accumulated total shall be computed on the basis of the exact number of hours an employee is

scheduled to work when medical leave is utilized; provided, that medical leave shall be debited in no less than one-half (½) hour units.

C. PROOF OF ILLNESS

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

D. FRAUDULENT USE OF MEDICAL LEAVE

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

E. COMPENSATION FOR UNUSED MEDICAL LEAVE

1. An employee may accumulate medical leave to a maximum of one thousand ~~eighty-four~~three hundred thirty-nine (1,~~084~~339) hours.

2. All employees shall be paid ~~forty~~twenty-five percent (~~40~~25%) for their accumulated medical leave at the time of retirement or death, the rate of compensation to be based on the employee's salary at the time of retirement or death.

 3. All employees shall be paid ~~forty~~twenty-five percent (~~40~~25%) for their accumulated medical leave at the time of early retirement, which shall be defined as being at least fifty-five (55) years of age with ten (10) years of service, the rate of compensation to be based on the employee's salary at the time of early retirement; or an employee who has completed twenty-five (25) years of service. The payout for this medical leave shall go to the employee's VEBA account.

F. NOTIFICATION OF ILLNESS

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

G. FAMILY AND MEDICAL LEAVE ACT POLICY

Employees shall be covered by the City's Family and Medical Leave Act Policy as set forth in the Employee Personnel Rules and Regulations and amendments thereto.

H. USE OF BEREAVEMENT LEAVE

Bereavement leave shall be granted to eligible employees for up to two (2) days per calendar year for non-immediate family members. Non-immediate family member shall mean aunts, uncles, nieces and nephews. Any portion of a work day used for bereavement leave shall be considered a full day of bereavement leave. An employee shall be eligible to use up to three (3) days of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director and City Administrator for the death of a member of an employee's immediate family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation leave.

ARTICLE VI - MILITARY LEAVE

A. MILITARY LEAVE

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

ARTICLE VII - COURT LEAVE

A. WHEN AUTHORIZED

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

B. PROCEDURE

An employee who is called for compensable litigation, witness or jury duty shall present to his or her supervisor the original summons or subpoena from the court, and at the conclusion of such duty.

C. FEES

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

ARTICLE VIII - LEAVE WITHOUT PAY

A. PROCEDURE

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

1. Leave without pay may be granted to an employee upon approval of the City when it is in the best interest of the City for any good cause. A Department Director may grant an employee leave without pay for up to thirty (30) days time. Any appointment made to a position vacated by an employee on leave without pay shall be conditional upon the return of the employee on leave.

2. Before an employee may request unpaid leave, he or she must first use all eligible leave balances.

3. When leave without pay is requested pursuant to the Family and Medical Leave Act (FMLA) policy, Articles of this contract shall govern to the extent they are not inconsistent with Federal law.

B. LIMITATIONS

Leave without pay shall be subject to the following provisions:

1. At the expiration of leave without pay, the employee shall return to the position held prior to such leave.

2. Vacation and medical leave credits shall not be earned during leave without pay.

3. Leave without pay shall not constitute a break in service, but time off will not be credited towards retirement.

4. Leave without pay for more than fifteen (15) days during the introductory period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to complete his or her introductory period on return from leave.

5. Failure to report at the beginning of the next scheduled workday following the expiration of a leave of absence shall be considered resignation unless excused by the City after reasonable notice.

6. An employee on leave without pay shall be permitted to maintain health insurance coverage under the group policy at his or her own expense during such permitted leave without pay.

**ARTICLE IX – LEAVE TO SUPPLEMENT
WORKERS COMPENSATION BENEFITS**

A. POLICY

Any employee covered by this contract who sustains an on-the-job injury compensable under the Nebraska Workers Compensation Act may be granted injury leave to allow the employee to receive the equivalent of the employee's net pay at the time of the injury. This period shall be up to one hundred fifty (150) consecutive calendar days following the original date of disability which shall mean that the employee is unable to perform the job duties as defined by the employee's job description. Any reoccurrence or exacerbation of an injury shall relate back to the original injury for purposes of this article, including the commencement date of the 150 day period.

B. DEFINITIONS

Temporary disability shall mean the complete inability of an employee, for reasons of accident or other cause while in the line of duty, to perform the job duties as defined in the employee's job description, for a period of time not to exceed one hundred fifty (150) consecutive calendar days from the date of injury or the date that the disability begins.

Injury leave shall mean paid leave provided by the City to an eligible employee when that employee has no other paid leave available.

C. APPLICATION OF WORKERS' COMPENSATION AND OTHER LEAVE BALANCES

All payments of salary provided by this article shall be subject to deduction of amounts paid under the Nebraska Workers' Compensation Act and other city leave balances as set forth below:

1. Pursuant to the waiting provisions in Section 48-119 of the Nebraska Workers' Compensation Act, no workers' compensation shall be allowed during the first seven (7) calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six (6) weeks or longer. When the disability lasts less than six (6) weeks, an employee may use medical or vacation leave for the initial seven (7) days. If no other leave is available, the City shall grant the employee temporary injury leave.

2. The employee shall retain all Workers' Compensation payments following the initial waiting provisions as set forth above.

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

D. SUBROGATION

The City reserves a right of subrogation because of payment to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee

of any money paid by the third party to the extent of the City's payment. Should the employee collect from a third party for wages, salary, or expenses otherwise paid by the City, he or she will reimburse the City for money paid resulting from the injury. The City reserves any other subrogation rights provided under Nebraska law.

E. LIMITATION OF LEAVE

Use of injury leave to supplement worker's compensation will not be available to employees following one hundred fifty (150) consecutive days from the original date the disability begins.

Any employee whose employment by the City is terminated due to exceeding the 150 day period or extension shall be compensated for any remaining unused medical leave as in the case of retirement.

If an employee reaches maximum medical improvement (MMI) and it is determined that the employee cannot perform the essential functions of the job, the employee may be terminated prior to the expiration of the 150 day period and will be compensated for any unused medical leave as in the case of retirement.

F. LIGHT DUTY POLICY

The City may provide light duty work when possible for a defined period of time, not to exceed one hundred fifty (150) days, for employees that are injured due to a work related situation. Employees will follow the City's Light Duty Policy. The commencement of light duty work and/or modified duty work shall be five (5) calendar days from the date of disability unless the employee is willing to return sooner. Any employee who does not willingly return to light duty work who is released by a doctor to do so, shall not be entitled to supplement worker's compensation benefits with injury or medical leave.

G. WORKER'S COMPENSATION AND FMLA

Leave taken in conjunction with worker's compensation injuries will be counted as part of the employee's 12 week FMLA entitlement.

H. LEAVE NOT CUMULATIVE

The maximum periods for leave to supplement workers compensation and light duty are concurrent and not cumulative. Neither leave to supplement workers compensation nor light duty will be available to employees following one hundred fifty consecutive (150) days from the original date the employee is unable to perform the job duties as defined by the employee's job description because of an on-the-job injury.

I. DRUG TEST FOR CAUSE

Any employee that is involved in a worker's compensation claim involving an injury or an accident involving an injury shall be required to submit to a drug test for cause. Additionally, if an employee is operating a city vehicle and is involved in an accident while in the operation of said vehicle, there shall be a drug testing for cause. Any employee involved in any such injury or accident shall immediately notify his or her supervisor and the Human Resources Department so that immediate arrangements can be made for the drug testing to promptly be carried out.

ARTICLE X - GENERAL PROVISIONS CONCERNING LEAVE

A. ABSENCE WITHOUT APPROVAL

An employee who is absent from duty without approval shall receive no pay for the duration of the absence, and unless there is a legitimate reason for the absence, shall be subject to disciplinary action. An employee who is absent without approval for three (3) consecutive days is considered to have resigned unless waived by the City.

B. LEAVE FORM

For all leaves except unforeseeable medical leave or other emergency situations, a written request on the authorized leave form, indicating the kind of leave, duration, and dates of departure and return, must be approved prior to taking leave. In the case of unforeseeable medical leave or other emergency situation, the form shall be completed and submitted for approval upon the employee's return to duty. Unless a leave form approved by the supervisor substantiates an absence, an employee shall not be paid for any absence from scheduled work hours.

ARTICLE XI - PENSION RETIREMENT PLAN

A. PENSION

1. The City agrees that the employees covered under this agreement are covered under the pension plan adopted by Ordinance No. 4244, as amended.

ARTICLE XII - SENIORITY

A. SENIORITY

1. Seniority shall accrue to an employee from his or her first day of employment with the City and shall vest upon completion of the employee's probationary period.

2. Continuous service as used in Section 1 hereof means an employee's total continuous length of service with the City without break or interruption; provided, that lay-off of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay, absence while receiving temporary total disability benefits under the Nebraska Worker's Compensation Act, and any absence due to serving as a union officer or official whether elected or appointed, shall not constitute a break or interruption in service within the meaning of this Article.

3. After an employee satisfactorily completes his or her initial introductory period of employment with the City, his or her seniority shall be effective from the date on which the employee was hired.

4. A list of employees arranged in order of their seniority as defined herein will be made available for examination by employees upon request by the union.

5. Where two or more employees were hired in the bargaining unit on the same date, their seniority standing shall be determined in the order in which they filed their application for such employment.

6. Whenever it is determined to be in the best interest of the City to reduce its workforce, the factors that will be taken into consideration, in no particular order of importance, shall include, but are not limited to:

- The employment policies and staffing needs of the department, together with contracts, ordinances, and statutes related thereto and budgetary considerations;
- Required federal, state, or local certifications or licenses;
- Seniority;
- The performance appraisal of the employees affected, including any recent

or pending disciplinary actions;

- The knowledge, skills and abilities of the employee; and
- The multiple job skills recently or currently being performed by the employee.

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

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

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

ARTICLE XIII - RATES OF PAY FOR WORK PERFORMED

A. SURVEY

~~1. The City and the Union surveyed the following array of cities to determine current labor market comparable salaries and benefits for work performed in the various job classifications covered by this agreement: Ames, Iowa; Fremont, Nebraska; Salina, Kansas; Hastings, Nebraska; Kearney, Nebraska; Council Bluffs, Iowa; and North Platte, Nebraska. Said array conforms to the standards established by the Nebraska Commission of Industrial Relations (CIR). Using the survey results, the Union and the City established a pay range for each class of work covered by this agreement.~~ The City and the Union surveyed the following array of cities to determine current labor market comparable salaries and benefits for work performed in the various job classifications covered by this agreement: Ames, Iowa; Iowa City, Iowa, Jefferson City, Missouri, Lawrence, Kansas, Sioux City, Iowa, St. Joseph, Missouri, Rapid City, South Dakota and Manhattan, Kansas.— Said array conforms to the standards established by the Nebraska Commission of Industrial Relations (CIR). Using the survey results, the Union and the City established a pay range for each class of work covered by this agreement.

B. ~~CONTRACT YEAR 2012—2013~~ 2014 - 2015 FISCAL YEAR

~~Rates of pay for the period October 1, 2012 to September 30, 2013 for work performed in the various classes of work under this agreement shall be increased by 2% and are set out in attached Exhibit "A". The pay ranges will be implemented the first full pay period on or after October 1, 2012. See Exhibit "A", attached hereto. Employees in Step 8 on October 1, 2014 shall move to Step 9 effective the first full pay period on or after October 1, 2014.~~ Employees in Step 8 on October 1, 2014 shall move to Step 9 effective the first full pay period on or after October 1, 2014.

C. 2015 - 2016 FISCAL YEAR

See Exhibit "B", attached hereto. Employees in Step 9 on October 1, 2015 shall move to Step 10 effective the first full pay period on or after October 1, 2015.

D. 2016 – 2017 FISCAL YEAR

See Exhibit "C", attached hereto. Employees in Step 10 on October 1, 2016 shall move to Step 11 effective the first full pay period on or after October 1, 2016.

E. 2017 – 2018 FISCAL YEAR

See Exhibit "D", attached hereto, effective the first full pay period on or after October 1, 2017.

~~**CONTRACT YEAR 2013 – 2014**~~

~~Rates of pay for the period October 1, 2013 to September 30, 2014 for work performed in the various classes of work under this agreement shall be increased by 2.75% and are set out in attached Exhibit "B". The pay ranges will be implemented the first full pay period on or after October 1, 2013.~~

DE. FUTURE CHANGES AND RATE OF PAY

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriations for ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The Union acknowledges that the City must comply with the Nebraska Budget Act.

EG. PAY PLAN

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

Step 1 Entry Level

~~Steps 2 - 11~~ Upon the successful completion of ~~one (1) year of service~~
~~in~~ ~~Step 1~~ the anniversary of the
employee's hire date or the anniversary date of the employee's
promotion or demotion.

2. The introductory period for new employees shall be six (6) months, unless otherwise extended by the Department Director.

3. Employees received the highest possible rating may be considered for more than a one-step increase when recommended by the Department Director.

4. In no case shall any employee be advanced beyond the maximum rate of pay grade for his or her class of position.

ARTICLE XIV - EMPLOYEE RELATIONS

A. ~~A.~~ GENERAL

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

B. MEMBERSHIP IN UNION

1. An employee shall have the right to join or refrain from joining this union.

2. This union shall not exert pressure on any employee to join it.

3. The union shall not discriminate in membership on the basis of race, religion, national origin, color, age, gender, disability status, or political affiliation.

4. At any meeting between a representative of the City and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion, or discharge for cause) is to be announced, the employee may request representation from the Union.

C. DISCIPLINE PROCEDURES

Chapters 1, 2 and 3 of the City Personnel Rules in effect as of ~~10/1/2011~~ 11/13/2012 and as may be amended if agreed to by both parties, shall apply to all disciplinary procedures for members of this bargaining unit. In the case of suspension without pay, demotion, or termination, the employee or the Union may request non-binding arbitration as set forth below if they are dissatisfied with the Mayor's determination if a Mayoral hearing is requested as outlined in the Personnel Rules.

If Arbitration is requested by either party for termination, demotion, and/or suspension an impartial Arbitrator shall be selected in the following manner. The Federal Mediation and Conciliation Service shall be requested to furnish a listing of seven (7) available Arbitrators.

From this listing, the City and the Union shall alternately strike names [three (3) names each]. The remaining named Arbitrator on the listing shall be designated to act as Arbitrator to the dispute.

1. As soon as possible after the selection of the Arbitrator, the Arbitrator shall meet with the City and the Union to give due consideration to the dispute. A decision, in writing, from the Arbitrator shall be forwarded to both parties of the dispute within thirty (30) calendar days after the final meeting concerning the dispute. The decision by the Arbitrator shall be non-binding on the parties thereto.
2. -In each case submitted to the Arbitrator, the Arbitrator shall make written findings setting forth the reasons for his/her decision, referring to the express provision of the Agreement interpreted and applied, the manner in which either party failed to perform such provision and the decision by the Arbitrator as to how it should be performed in accordance with the terms of this Agreement.

D. EXPENSES OF ARBITRATION

Each party shall bear the expense of preparing and presenting its own case and the expense of the Arbitrator, and incidental expenses mutually agreed to in advance shall be borne equally by the parties hereto.

ARTICLE XV – GRIEVANCE PROCEDURE

~~The City and the Union will resolve complaints or grievances arising from the application of the provisions of this Agreement, through duly accredited representatives of the City and the Union. The representatives of the City shall include at least one official, and the representatives of the Union shall include at least one employee member.~~

~~A. PROCEDURE~~

- ~~1. Each employee on their own or through their union representative may present a grievance to their immediate supervisor who will respond in writing within five (5) working days. Written notification of this grievance will be forwarded to the Human Resources Director, Department Director, and City Administrator.~~
- ~~2. If the employee or union is not satisfied with the decision of their immediate supervisor, they may present the grievance to the Department Director who will notify the Human Resources Director and City Administrator. The Department Director will, with the advice and consent of the City Administrator, respond in writing within five (5) working days.~~

~~3. In the event that the employee or union is not satisfied with the decision of the Department Director, they may notify the Human Resources Director in writing within five (5) working days. The Human Resources Director will investigate the grievance and forward the results to the grievant, the City Administrator, and the Mayor. The Mayor may conduct a review of the record and notify the grievant of the Mayor's decision.~~

~~4. Either the Union or the City may exercise their right to litigate their claim in District Court.~~

~~A limited form of grievance may be presented for written reprimands. Each person may present a grievance to his or her immediate supervisor who will respond in writing within five (5) working days. Written notification of this grievance will be forwarded to the Human Resources Director and Department Director.~~

~~If the person is not satisfied with the decision of his or her immediate supervisor, he or she may present the grievance to the Department Director who will notify the Human Resources Director. The Department Director will respond in writing within five (5) working days.~~

An alleged grievance arising from an employee shall be handled either by following the City Personnel Rules, or the Grievance Procedure in the manner described below. The employee must choose, prior to beginning the process, to either follow the Personnel Rules or this Grievance Procedure – the employee may not do both. The employee must make this choice within three (3) business days.

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

~~1.~~ First Step - Any employee who believes that he or she has a justifiable request or grievance shall discuss the request or complaint within five (5) work days with his or her foreman, with or without the Union steward being present, as the employee may elect, in an attempt to settle same.

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

~~2.~~ Second Step - If the alleged grievance is determined to be valid, the employee or his or her designated representative shall present it within ten (10) work days after the discussion with the foreman. The supervisor shall notify the employee in writing, within five (5) work days of his or her decision.

~~3.~~ Third Step - If the grievance is not settled to the satisfaction of the employee, the employee or designated representative shall present it to the head of the department in writing within five (5) work days of the receipt of the decision of the immediate supervisor. The head of

the department, or his or her designated representative, shall consider the grievance and shall notify the employee in writing of a decision within five (5) work days of the receipt of the grievance.

4. Fourth Step - If the grievance is not settled to the satisfaction of the employee, the employee or designated representative shall present it in writing to the Personnel Director within three (3) work days after the decision of the Department Director. The Personnel Director shall investigate the case within seven (7) work days and make a recommendation to the Chief Administrative Officer. The Chief Administrative Officer shall notify the employee of the decision made and of any action taken within seven (7) work days of the receipt of the grievance.

5. Fifth Step - If the grievance is not settled by the Chief Administrative Officer to the satisfaction of the employee, the employee may appeal, in writing, within ten (10) days of the receipt of the Chief Administrative Officer's decision to the arbitration. The arbitration procedure established in this step shall extend only to those grievances which are arbitrable under this agreement. The arbitration procedure shall be as follows:

a. The City and the Union shall obtain from the Federal Mediation and Conciliation Service a list of five (5) arbitrators. The City and Union shall take turns striking arbitrators until there is one left. The Union shall have the first strike. After the Union uses its first strike, the City shall exercise their first strike. The Union shall then exercise their final strike followed by the City exercising their final strike. A finding or award of the Arbitrator shall be advisory upon the parties.

b. The procedure to be followed in submitting the grievance to the Arbitrator shall, unless agreed upon by the parties prior to the hearing, be determined by the Arbitrator.

i. It is understood and agreed between the parties that the decision of the Arbitrator, constituted as set forth above, shall be advisory upon the parties, and that the— Arbitrator's jurisdiction shall be limited to the application of this contract. The Arbitrator does not have the jurisdiction to amend, alter, enlarge, or ignore any provision of this contract.

ii. The expenses of the Arbitrator shall be shared equally between the City and the Union.

iii. It is specifically agreed that grievances shall not be combined for purposes of submitting them to arbitration. Only one grievance shall be heard in an arbitration proceeding.

iv. If the City raises the question as to whether a grievance is arbitrable under this section, the Arbitrator will not proceed under the assumption that the grievance is, in fact, arbitrable but must specifically rule on such question with the reason given therefor as part of their written decision. The Arbitrator may rule on the arbitrability and the merits in the same hearing.

ARTICLE XVI - OTHER BENEFITS

A. MEDICAL INSURANCE

The City agrees to provide health, dental, and long-term disability insurance during the term of this agreement for the employee and employee's dependents at the same benefit level and employee contribution level as provided to other City employees not governed by a collective bargaining agreement under the City's general group insurance plans. The City's general group insurance plan year runs from October 1 through September 30 of each year.

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

An employee who is on approved leave of absence without pay, for non-FMLA purposes, will not be removed from coverage under the City's health and dental insurance unless they are disqualified by the plan. The employee shall be allowed to participate in the plan and pay the entire premium.

An employee who is on approved leave of absence without pay, for any leave of absence covered under the FMLA, will not be removed from coverage under the City's health and dental insurance and the employee shall be allowed to participate in the plan at the employee's expense.

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 provide a life insurance policy for the employees at a level of Fifty Thousand and No/100 Dollars (\$50,000.00). 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 (60) days. Thereafter, such employee will be dropped from the life insurance plan. The employee shall pay both the City's premium and his or her optional insurance premium during this period.

D. UNION BULLETIN BOARD

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

E. SAFETY COMMITTEE

The City shall maintain an appropriate safety committee and the Union shall be able to have a representative participate on said committee.

F. TRAVEL TIME REIMBURSEMENT

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

G. TUITION AND BOOK REIMBURSEMENT PROGRAM

Tuition and book reimbursement shall be available, subject to the following restrictions, for the purpose of enhancing the knowledge and skills of employees to better perform their current duties within the confine stated below:

1. **Qualification Process.** The determination of whether a request qualifies for the tuition reimbursement program shall be made by the Department Director and City Administrator based upon the following considerations:

- a. There is budget authority.
- b. The course is to be a core course offered by an accredited college or university which is directly related to the job of the employee and books and fees are necessary for the course.
- c. There is Department Director and City Administrator approval.
- d. The employee requesting reimbursement is not eligible for any other assistance programs.

2. **Approval Process.** To receive tuition reimbursement, the employee must submit a "Tuition Request Form", which shall contain the qualification information discussed above, as well as the employee's financial request prior to beginning the course. Reimbursement approval is limited as follows:

- a. Base tuition and necessary books and fees only.
- b. If the employee is eligible for other assistance programs, the City will provide secondary benefits only.

3. **Reimbursement Process.** Any employee requesting tuition reimbursement shall submit a grade report, documentation of payment of reimbursable costs, and the tuition request form to the Human Resources Department for processing for payroll. A grade of "B" or higher will qualify for reimbursement at 100% of the amount allowed and a grade of "C" to "B-" will qualify for 85% of the allowed amount.

4. **Service Requirement.** Tuition reimbursement is available to regular status full-time employees.

5. **Eligibility Requirements.** Payment for tuition reimbursement shall be limited as follows:

- a. No tuition reimbursement shall be available until after the completion of the introductory period. Requests for reimbursement and supporting documentation must be turned in within thirty (30) days after completing the course.

6. **Effective Date.** The tuition reimbursement program is a non-retroactive policy and shall go into effect on the date of the ratification of this contract.

The City makes no commitment to provide for the total cost of a higher education course or for all courses leading to a degree. Each course shall be evaluated separately on its merit by the Department Director and the City Administrator to determine eligibility for tuition and related expense reimbursement. Doctoral or PhD level classes and degree programs are not eligible for reimbursement. To be eligible for reimbursement, the course must also be a course or program offered by an accredited college or university.

H. BILINGUAL PAY

Employees who are proficient in an approved second language will be paid One Thousand Five Hundred and No/100 Dollars (~~\$1,000.00~~1,500.00) per calendar year, payable in the second check in November. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Department Director will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Department Director will determine which languages are "approved" based upon the needs of the department as they relate to the demographics of Grand Island.

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

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

I. VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION (VEBA)

All employees will be eligible to participate in the group VEBA. A contribution will be made on the employee's behalf each pay period in the amount of Fifteen and No/100 Dollars (\$15.00). Employees will have access to the money in their VEBA account for eligible medical expenses upon termination with the City.

ARTICLE XVII - MANAGEMENT RIGHTS

A. OPERATION IN BEST INTEREST OF CITY

The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees, provided, that the City, acting through its chief administrative officer, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.

B. STATUTORY AND ORDINANCE RIGHTS

This agreement in no way changes the power of the City to exercise any and all powers vested in it by the statutes of the State of Nebraska and the Grand Island City Code except as limited by the terms of this agreement and the principles of collective bargaining and labor law.

C. OTHER RIGHTS

It is understood and agreed that the City possesses the sole right to operate and conduct municipal functions and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of this contract. These rights include but are not limited to the following:

- a. Discipline or discharge for matters arising under this agreement or the City's Personnel Rules and Regulations.
- b. Direct the work force.
- c. Hire, assign, or transfer employees.
- d. Determine the mission of the City.
- e. Determine the methods, means, number of personnel needed to carry out the City's mission.
- f. Introduce new or improved methods or facilities.
- g. Change existing methods or facilities.
- h. Contract out for goods or services.
- i. Reductions in workforce in the best interests of the City.
- j. The right to classify jobs and allocate individual employees to appropriate classifications based upon duty assignment.

D. PRIOR AGREEMENTS SUPERSEDED

This document constitutes the sole and complete arrangement between the parties. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the employer and the Union or any individual employee covered by this agreement is hereby superseded.

E. MATTERS NOT MENTIONED

Any and all matters not specifically mentioned in this agreement are reserved to the City. Such matters reserved to the City and all matters specified in Paragraph "C" above (except ~~No. 1~~"a", covering discipline and discharge for just cause) as management rights shall not be subject to the grievance procedures or negotiations during the life of this agreement. Matters that are mandatory topics of collective bargaining under applicable law will not be amended without mutual agreement during the term of this contract. All provisions of Chapters one, two, and three of the City Personnel Rules and Regulations now in effect not in conflict with this contract are by this reference made a part of this Agreement and shall not be amended unless agreed upon by both the Union and the City.

F. INDUSTRIAL RELATIONS

All industrial relations functions of the City shall be handled by the Mayor or his or her designated representative. The Union will not approve or encourage its membership to engage in industrial relations functions with anyone other than the Mayor or his or her designated representative.

G. PERSONNEL FUNCTIONS

All personnel functions of the City shall be handled by a duly designated representative of the Mayor or Chief Administrative Officer. The Union agrees that it shall deal with the City only through the Chief Administrative Officer, or his or her designated representative.

H. MEMBERS OF CITY COUNCIL

The Union and its membership agree that it will not contact or deal with any of the members of the City Council concerning any aspects of negotiations, grievances, or any other relationship between the Union and the City.

ARTICLE XVIII - GENERAL PROVISIONS

1. a. No representative of the Union shall be permitted to come on any job site of the City for any reason without first presenting his or her credentials to the Mayor or Department Director, and obtaining permission to come on the job site of the City. Such permission shall not be unreasonably withheld.

b. Stewards shall be selected by the Union to conduct lawful functions on behalf of the employees in the bargaining unit. The Union shall furnish the City with the names of any stewards selected. All stewards shall be regular full time employees of the City. Stewards shall report to the department director or the director's designee prior to leaving work to perform the steward's duties and upon the return to work after performing such duties. Time off to perform such duties is not an unlimited right and reasonable restrictions may be imposed by the City consistent with this contract and applicable labor laws. Such leave will be without pay unless the employees requests to use accumulated vacation or personal leave.

2. The Union agrees that it or its members will not solicit membership in the Union or otherwise carry on Union activities during working hours.

3. The City agrees not to discriminate against any employee on the basis of race, creed, color, sex, age, or national origin, as provided by law.

4. The City and the Union agree not to interfere with the right of employees to become or not to become members of the Union, and further, that there shall be no discrimination or coercion against any employee because of union membership or non-membership.

5. The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the Union or which is in conflict with this agreement.

6. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under this Article. This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of operation.

ARTICLE XIX - STRIKES AND LOCKOUTS

1. Neither the Union nor any of its officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be summarily discharged or disciplined by the City.

2. The City will not lock out any employees during the term of the agreement as a result of a labor dispute with the union.

ARTICLE XX - DURATION OF CONTRACT

1. All of the terms, rights, obligations, benefits and conditions of this agreement will expire on its termination.

2. This agreement shall continue in full force and effect until Midnight on September 30, ~~2014~~2018.

Negotiations for a new agreement to take effect upon the termination of this agreement may begin on January 1st of the year of termination of this agreement with the expectation to start no later than February 1st of that year and the expectation is that it be completed no later than April 30th for budget preparation purposes unless an extension is agreed to by both the Union and the City.

ARTICLE XXI- GENERAL PROVISIONS FOR UNION ACTIVITY

A. PAYROLL DEDUCTION

Upon receipt of a properly executed written request for payroll deduction of Union membership dues signed by any regular permanent employee, the Department shall: (1) make payroll deductions in accordance with that authorization card from such employee's wages and payments, and (2) remit the amount so deducted to the business manager of Local 1597, I.B.E.W. of America. The City will not withhold any initiation fees, assessments, special or otherwise, nor any funds from an employee's pay for the benefit of the Union other than the regular monthly Union dues as set forth herein.

B. REQUEST FORMS

Requests for payroll deduction or revocation of said Union membership dues must be made on the form approved by the Union and the Department.

C. UNION CERTIFICATION

By written certification, the business manager of the I.B.E.W. shall keep the Department currently informed of the amount of regular Union membership dues for the pay period. Standard annual dues increases shall not require new authorization cards from each employee.

D. INDEMNIFICATION

The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with the provisions of this part, or in reliance on any dues deduction card furnished under the provisions of this part or on any certification by the business manager of the I.B.E.W.

E. STRIKES, ETC.

This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the Union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of the City operations.

ARTICLE XXII- SEVERABILITY

If any of the provisions of agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of the agreement shall remain full force and effect for the duration of the agreement. Both parties shall then meet and attempt to negotiate a substitute.

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriations or ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The union acknowledges that the City must comply with the Nebraska Budget Act.

ARTICLE XXIII - SCOPE OF AGREEMENT

A. COMPLETE AGREEMENT

The parties mutually agree that this contract constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersedes all previous agreements. This contract shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

B. INTERPRETATION

This Agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

C. NEGOTIATIONS

The parties agree that the negotiations preceding the signing of this Agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

ARTICLE XXIV - C.I.R. WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations (CIR) alleging lack of comparability with respect to any wages, fringe benefits or any other conditions of employment with respect to the time period between October 1, ~~2012~~2014 through September 30, ~~2014~~2018.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF GRAND ISLAND, NEBRASKA, A MUNICIPAL CORPORATION

BY _____
JAY VAVRICEK, MAYOR

ATTEST _____
RANAE EDWARDS, CITY CLERK

Dated _____

I.B.E.W. LOCAL No. 1597

BY _____
PRESIDENT LOCAL No. 1597

Dated _____

CHIEF STEWARD LOCAL No. 1597

YEAR 1 - EXHIBIT A

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
ACCT TECH STR	HOURLY	16.9739	17.5984	18.2459	18.9172	19.6132	20.3348	21.0829	21.8586	22.6583
1005	PERIOD	1,357.91	1,407.87	1,459.67	1,513.38	1,569.06	1,626.78	1,686.63	1,748.69	1,812.66
	MONTH	2,942.14	3,050.39	3,162.62	3,278.99	3,399.63	3,524.69	3,654.37	3,788.83	3,927.43
	ANNUAL	35,305.66	36,604.62	37,951.42	39,347.88	40,795.56	42,296.28	43,852.38	45,465.94	47,129.16

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
ADMIN ASST FIRE	HOURLY	16.9879	17.7718	18.5920	19.4499	20.3475	21.2865	22.2688	23.2964	24.3654
1010	PERIOD	1,359.03	1,421.74	1,487.36	1,555.99	1,627.80	1,702.92	1,781.50	1,863.71	1,949.23
	MONTH	2,944.57	3,080.44	3,222.61	3,371.31	3,526.90	3,689.66	3,859.92	4,038.04	4,223.33
	ANNUAL	35,334.78	36,965.24	38,671.36	40,455.74	42,322.80	44,275.92	46,319.00	48,456.46	50,679.98

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
ADMIN ASST PW	HOURLY	16.9879	17.7718	18.5920	19.4499	20.3475	21.2865	22.2688	23.2964	24.3654
1012	PERIOD	1,359.03	1,421.74	1,487.36	1,555.99	1,627.80	1,702.92	1,781.50	1,863.71	1,949.23
	MONTH	2,944.57	3,080.44	3,222.61	3,371.31	3,526.90	3,689.66	3,859.92	4,038.04	4,223.33
	ANNUAL	35,334.78	36,965.24	38,671.36	40,455.74	42,322.80	44,275.92	46,319.00	48,456.46	50,679.98

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
ADMIN ASST UTIL	HOURLY	16.9879	17.7718	18.5920	19.4499	20.3475	21.2865	22.2688	23.2964	24.3654
1015	PERIOD	1,359.03	1,421.74	1,487.36	1,555.99	1,627.80	1,702.92	1,781.50	1,863.71	1,949.23
	MONTH	2,944.57	3,080.44	3,222.61	3,371.31	3,526.90	3,689.66	3,859.92	4,038.04	4,223.33
	ANNUAL	35,334.78	36,965.24	38,671.36	40,455.74	42,322.80	44,275.92	46,319.00	48,456.46	50,679.98

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
AUDIO VIDEO TEC	HOURLY	17.0679	17.8186	18.6023	19.4205	20.2747	21.1664	22.0974	23.0694	24.0784
1020	PERIOD	1,365.43	1,425.49	1,488.18	1,553.64	1,621.98	1,693.31	1,767.79	1,845.55	1,926.27
	MONTH	2,958.43	3,088.56	3,224.39	3,366.22	3,514.29	3,668.84	3,830.21	3,998.69	4,173.59
	ANNUAL	35,501.18	37,062.74	38,692.68	40,394.64	42,171.48	44,026.06	45,962.54	47,984.30	50,083.02

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
BLDG INSPECTOR	HOURLY	20.6101	21.5321	22.4953	23.5017	24.5530	25.6514	26.7989	27.9978	29.2433
1025	PERIOD	1,648.81	1,722.57	1,799.62	1,880.14	1,964.24	2,052.11	2,143.91	2,239.82	2,339.46
	MONTH	3,572.42	3,732.24	3,899.18	4,073.64	4,255.85	4,446.24	4,645.14	4,852.94	5,068.83
	ANNUAL	42,869.06	44,786.82	46,790.12	48,883.64	51,070.24	53,354.86	55,741.66	58,235.32	60,825.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
BLDG SECRETARY	HOURLY	15.6842	16.3891	17.1258	17.8955	18.6998	19.5403	20.4185	21.3363	22.2899
1030	PERIOD	1,254.74	1,311.13	1,370.06	1,431.64	1,495.98	1,563.22	1,633.48	1,706.90	1,783.19
	MONTH	2,718.60	2,840.78	2,968.46	3,101.89	3,241.29	3,386.98	3,539.21	3,698.28	3,863.58
	ANNUAL	32,623.24	34,089.38	35,621.56	37,222.64	38,895.48	40,643.72	42,470.48	44,379.40	46,362.94

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
PBL SFTY DSPTCH	HOURLY	15.6560	16.4160	17.2128	18.0483	18.9243	19.8429	20.8061	21.8160	22.8690
1035	PERIOD	1,252.48	1,313.28	1,377.02	1,443.86	1,513.94	1,587.43	1,664.49	1,745.28	1,829.52
	MONTH	2,713.71	2,845.44	2,983.54	3,128.36	3,280.20	3,439.43	3,606.40	3,781.44	3,963.96
	ANNUAL	32,564.48	34,145.28	35,802.52	37,540.36	39,362.44	41,273.18	43,276.74	45,377.28	47,567.52

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
PBL SFTY DS/911	HOURLY	15.6560	16.4160	17.2128	18.0483	18.9243	19.8429	20.8061	21.8160	22.8690
1037	PERIOD	1,252.48	1,313.28	1,377.02	1,443.86	1,513.94	1,587.43	1,664.49	1,745.28	1,829.52
	MONTH	2,713.71	2,845.44	2,983.54	3,128.36	3,280.20	3,439.43	3,606.40	3,781.44	3,963.96
	ANNUAL	32,564.48	34,145.28	35,802.52	37,540.36	39,362.44	41,273.18	43,276.74	45,377.28	47,567.52

YEAR 1 - EXHIBIT A

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
PBLSFTY DS/WRLS	HOURLY	15.6560	16.4160	17.2128	18.0483	18.9243	19.8429	20.8061	21.8160	22.8690
1038	PERIOD	1,252.48	1,313.28	1,377.02	1,443.86	1,513.94	1,587.43	1,664.49	1,745.28	1,829.52
	MONTH	2,713.71	2,845.44	2,983.54	3,128.36	3,280.20	3,439.43	3,606.40	3,781.44	3,963.96
	ANNUAL	32,564.48	34,145.28	35,802.52	37,540.36	39,362.44	41,273.18	43,276.74	45,377.28	47,567.52

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
COMM DEV ADMNST	HOURLY	18.5072	19.3672	20.2672	21.2090	22.1945	23.2259	24.3052	25.4346	26.6099
1040	PERIOD	1,480.58	1,549.38	1,621.38	1,696.72	1,775.56	1,858.07	1,944.42	2,034.77	2,128.79
	MONTH	3,207.92	3,356.99	3,512.99	3,676.23	3,847.05	4,025.82	4,212.91	4,408.67	4,612.38
	ANNUAL	38,495.08	40,283.88	42,155.88	44,114.72	46,164.56	48,309.82	50,554.92	52,904.02	55,348.54

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
COMM DEV SPEC	HOURLY	16.9879	17.7718	18.5920	19.4499	20.3475	21.2865	22.2688	23.2964	24.3654
1042	PERIOD	1,359.03	1,421.74	1,487.36	1,555.99	1,627.80	1,702.92	1,781.50	1,863.71	1,949.23
	MONTH	2,944.57	3,080.44	3,222.61	3,371.31	3,526.90	3,689.66	3,859.92	4,038.04	4,223.33
	ANNUAL	35,334.78	36,965.24	38,671.36	40,455.74	42,322.80	44,275.92	46,319.00	48,456.46	50,679.98

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
COMPUTER OPRTR	HOURLY	20.5388	21.2536	21.9933	22.7588	23.5509	24.3705	25.2187	26.0964	26.9996
1045	PERIOD	1,643.10	1,700.29	1,759.46	1,820.70	1,884.07	1,949.64	2,017.50	2,087.71	2,159.97
	MONTH	3,560.05	3,683.96	3,812.16	3,944.85	4,082.15	4,224.22	4,371.25	4,523.37	4,679.94
	ANNUAL	42,720.60	44,207.54	45,745.96	47,338.20	48,985.82	50,690.64	52,455.00	54,280.46	56,159.22

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
CMP PRGMR AS400	HOURLY	22.7577	23.8722	25.0412	26.2568	27.5539	28.9032	30.3186	31.8034	33.3521
1050	PERIOD	1,820.62	1,909.78	2,003.30	2,100.54	2,204.31	2,312.26	2,425.49	2,544.27	2,668.17
	MONTH	3,944.68	4,137.86	4,340.48	4,551.17	4,776.01	5,009.90	5,255.23	5,512.59	5,781.04
	ANNUAL	47,336.12	49,654.28	52,085.80	54,614.04	57,312.06	60,118.76	63,062.74	66,151.02	69,372.42

YEAR 1 - EXHIBIT A

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
CMPPRGMR-MCRSFT	HOURLY	22.7577	23.8722	25.0412	26.2568	27.5539	28.9032	30.3186	31.8034	33.3521
1052	PERIOD	1,820.62	1,909.78	2,003.30	2,100.54	2,204.31	2,312.26	2,425.49	2,544.27	2,668.17
	MONTH	3,944.68	4,137.86	4,340.48	4,551.17	4,776.01	5,009.90	5,255.23	5,512.59	5,781.04
	ANNUAL	47,336.12	49,654.28	52,085.80	54,614.04	57,312.06	60,118.76	63,062.74	66,151.02	69,372.42

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
COMPUTER TECH	HOURLY	21.1549	21.8912	22.6532	23.4417	24.2576	25.1019	25.9755	26.8796	27.8100
1055	PERIOD	1,692.39	1,751.30	1,812.26	1,875.34	1,940.61	2,008.15	2,078.04	2,150.37	2,224.80
	MONTH	3,666.85	3,794.48	3,926.56	4,063.24	4,204.66	4,350.99	4,502.42	4,659.14	4,820.40
	ANNUAL	44,002.14	45,533.80	47,118.76	48,758.84	50,455.86	52,211.90	54,029.04	55,909.62	57,844.80

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
CRIME ANALYST	HOURLY	18.7931	19.6352	20.5150	21.4342	22.3946	23.3980	24.4464	25.5417	26.6798
0153	PERIOD	1,503.45	1,570.82	1,641.20	1,714.74	1,791.57	1,871.84	1,955.71	2,043.34	2,134.38
	MONTH	3,257.48	3,403.44	3,555.93	3,715.27	3,881.74	4,055.65	4,237.37	4,427.24	4,624.49
	ANNUAL	39,089.70	40,841.32	42,671.20	44,583.24	46,580.82	48,667.84	50,848.46	53,126.84	55,493.88

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
ELEC INSPECTOR	HOURLY	20.6101	21.5321	22.4953	23.5017	24.5530	25.6514	26.7989	27.9978	29.2433
1065	PERIOD	1,648.81	1,722.57	1,799.62	1,880.14	1,964.24	2,052.11	2,143.91	2,239.82	2,339.46
	MONTH	3,572.42	3,732.24	3,899.18	4,073.64	4,255.85	4,446.24	4,645.14	4,852.94	5,068.83
	ANNUAL	42,869.06	44,786.82	46,790.12	48,883.64	51,070.24	53,354.86	55,741.66	58,235.32	60,825.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
EMER MGM COORD	HOURLY	16.2511	16.9815	17.7448	18.5423	19.3757	20.2466	21.1566	22.1074	23.0955
1070	PERIOD	1,300.09	1,358.52	1,419.58	1,483.38	1,550.06	1,619.73	1,692.53	1,768.59	1,847.64
	MONTH	2,816.86	2,943.46	3,075.76	3,213.99	3,358.46	3,509.42	3,667.15	3,831.95	4,003.22
	ANNUAL	33,802.34	35,321.52	36,909.08	38,567.88	40,301.56	42,112.98	44,005.78	45,983.34	48,038.64

YEAR 1 - EXHIBIT A

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
ENG TECH PW	HOURLY	20.6353	21.5421	22.4888	23.4771	24.5089	25.5859	26.7103	27.8842	29.1027
1075	PERIOD	1,650.82	1,723.37	1,799.10	1,878.17	1,960.71	2,046.87	2,136.82	2,230.74	2,328.22
	MONTH	3,576.78	3,733.97	3,898.05	4,069.37	4,248.21	4,434.89	4,629.78	4,833.27	5,044.48
	ANNUAL	42,921.32	44,807.62	46,776.60	48,832.42	50,978.46	53,218.62	55,557.32	57,999.24	60,533.72

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
EVIDENCE TECH	HOURLY	15.4963	16.2521	17.0449	17.8763	18.7483	19.6628	20.6219	21.6278	22.6768
1080	PERIOD	1,239.70	1,300.17	1,363.59	1,430.10	1,499.86	1,573.02	1,649.75	1,730.22	1,814.14
	MONTH	2,686.02	2,817.04	2,954.45	3,098.55	3,249.70	3,408.21	3,574.46	3,748.81	3,930.64
	ANNUAL	32,232.20	33,804.42	35,453.34	37,182.60	38,996.36	40,898.52	42,893.50	44,985.72	47,167.64

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
FINANCE SECRTRY	HOURLY	15.6842	16.3891	17.1258	17.8955	18.6998	19.5403	20.4185	21.3363	22.2899
1085	PERIOD	1,254.74	1,311.13	1,370.06	1,431.64	1,495.98	1,563.22	1,633.48	1,706.90	1,783.19
	MONTH	2,718.60	2,840.78	2,968.46	3,101.89	3,241.29	3,386.98	3,539.21	3,698.28	3,863.58
	ANNUAL	32,623.24	34,089.38	35,621.56	37,222.64	38,895.48	40,643.72	42,470.48	44,379.40	46,362.94

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
GIS COORDINATOR	HOURLY	24.0812	25.1235	26.2110	27.3455	28.5292	29.7640	31.0523	32.3964	33.7908
1090	PERIOD	1,926.50	2,009.88	2,096.88	2,187.64	2,282.34	2,381.12	2,484.18	2,591.71	2,703.26
	MONTH	4,174.08	4,354.74	4,543.24	4,739.89	4,945.07	5,159.09	5,382.39	5,615.37	5,857.06
	ANNUAL	50,089.00	52,256.88	54,518.88	56,878.64	59,340.84	61,909.12	64,588.68	67,384.46	70,284.76

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK I BLD	HOURLY	15.7703	16.3786	17.0104	17.6666	18.3480	19.0558	19.7909	20.5543	21.3427
1095	PERIOD	1,261.62	1,310.29	1,360.83	1,413.33	1,467.84	1,524.46	1,583.27	1,644.34	1,707.42
	MONTH	2,733.51	2,838.96	2,948.47	3,062.22	3,180.32	3,303.00	3,430.42	3,562.74	3,699.41
	ANNUAL	32,802.12	34,067.54	35,381.58	36,746.58	38,163.84	39,635.96	41,165.02	42,752.84	44,392.92

YEAR 1 - EXHIBIT A

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRK I LBR	HOURLY	15.7703	16.3786	17.0104	17.6666	18.3480	19.0558	19.7909	20.5543	21.3427
1098	PERIOD	1,261.62	1,310.29	1,360.83	1,413.33	1,467.84	1,524.46	1,583.27	1,644.34	1,707.42
	MONTH	2,733.51	2,838.96	2,948.47	3,062.22	3,180.32	3,303.00	3,430.42	3,562.74	3,699.41
	ANNUAL	32,802.12	34,067.54	35,381.58	36,746.58	38,163.84	39,635.96	41,165.02	42,752.84	44,392.92

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRKII BLD	HOURLY	16.6192	17.2639	17.9335	18.6292	19.3518	20.1025	20.8822	21.6923	22.5290
1100	PERIOD	1,329.54	1,381.11	1,434.68	1,490.34	1,548.14	1,608.20	1,670.58	1,735.38	1,802.32
	MONTH	2,880.67	2,992.41	3,108.47	3,229.07	3,354.30	3,484.43	3,619.59	3,759.99	3,905.03
	ANNUAL	34,568.04	35,908.86	37,301.68	38,748.84	40,251.64	41,813.20	43,435.08	45,119.88	46,860.32

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
MAINT WRKII POL	HOURLY	16.6192	17.2639	17.9335	18.6292	19.3518	20.1025	20.8822	21.6923	22.5290
1101	PERIOD	1,329.54	1,381.11	1,434.68	1,490.34	1,548.14	1,608.20	1,670.58	1,735.38	1,802.32
	MONTH	2,880.67	2,992.41	3,108.47	3,229.07	3,354.30	3,484.43	3,619.59	3,759.99	3,905.03
	ANNUAL	34,568.04	35,908.86	37,301.68	38,748.84	40,251.64	41,813.20	43,435.08	45,119.88	46,860.32

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
ADMIN ASST -PARKS REC	HOURLY	16.2511	16.9815	17.7448	18.5423	19.3757	20.2466	21.1566	22.1074	23.0955
1105	PERIOD	1,300.09	1,358.52	1,419.58	1,483.38	1,550.06	1,619.73	1,692.53	1,768.59	1,847.64
	MONTH	2,816.86	2,943.46	3,075.76	3,213.99	3,358.46	3,509.42	3,667.15	3,831.95	4,003.22
	ANNUAL	33,802.34	35,321.52	36,909.08	38,567.88	40,301.56	42,112.98	44,005.78	45,983.34	48,038.64

YEAR 1 - EXHIBIT A

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
PLANNING SECR	HOURLY	15.6842	16.3891	17.1258	17.8955	18.6998	19.5403	20.4185	21.3363	22.2899
1110	PERIOD	1,254.74	1,311.13	1,370.06	1,431.64	1,495.98	1,563.22	1,633.48	1,706.90	1,783.19
	MONTH	2,718.60	2,840.78	2,968.46	3,101.89	3,241.29	3,386.98	3,539.21	3,698.28	3,863.58
	ANNUAL	32,623.24	34,089.38	35,621.56	37,222.64	38,895.48	40,643.72	42,470.48	44,379.40	46,362.94

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
PLN TCH-PLN/PCC	HOURLY	21.5251	22.4643	23.4445	24.4674	25.5350	26.6492	27.8120	29.0255	30.2849
1115	PERIOD	1,722.01	1,797.14	1,875.56	1,957.39	2,042.80	2,131.94	2,224.96	2,322.04	2,422.79
	MONTH	3,731.02	3,893.80	4,063.71	4,241.01	4,426.07	4,619.20	4,820.75	5,031.09	5,249.38
	ANNUAL	44,772.26	46,725.64	48,764.56	50,892.14	53,112.80	55,430.44	57,848.96	60,373.04	62,992.54

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
PLANS EXAMINER	HOURLY	20.8608	21.7941	22.7690	23.7876	24.8517	25.9635	27.1250	28.3384	29.5990
1120	PERIOD	1,668.86	1,743.53	1,821.52	1,903.01	1,988.14	2,077.08	2,170.00	2,267.07	2,367.92
	MONTH	3,615.86	3,777.65	3,946.63	4,123.19	4,307.64	4,500.34	4,701.67	4,911.99	5,130.49
	ANNUAL	43,390.36	45,331.78	47,359.52	49,478.26	51,691.64	54,004.08	56,420.00	58,943.82	61,565.92

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
PLUMB INSP BKFL	HOURLY	20.6101	21.5321	22.4953	23.5017	24.5530	25.6514	26.7989	27.9978	29.2433
1125	PERIOD	1,648.81	1,722.57	1,799.62	1,880.14	1,964.24	2,052.11	2,143.91	2,239.82	2,339.46
	MONTH	3,572.42	3,732.24	3,899.18	4,073.64	4,255.85	4,446.24	4,645.14	4,852.94	5,068.83
	ANNUAL	42,869.06	44,786.82	46,790.12	48,883.64	51,070.24	53,354.86	55,741.66	58,235.32	60,825.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
PLUMB INSP BLDG	HOURLY	20.6101	21.5321	22.4953	23.5017	24.5530	25.6514	26.7989	27.9978	29.2433
1127	PERIOD	1,648.81	1,722.57	1,799.62	1,880.14	1,964.24	2,052.11	2,143.91	2,239.82	2,339.46
	MONTH	3,572.42	3,732.24	3,899.18	4,073.64	4,255.85	4,446.24	4,645.14	4,852.94	5,068.83
	ANNUAL	42,869.06	44,786.82	46,790.12	48,883.64	51,070.24	53,354.86	55,741.66	58,235.32	60,825.96

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
POL REC CLRK	HOURLY	14.0354	14.6991	15.3941	16.1221	16.8844	17.6828	18.5189	19.3010	19.5366
1130	PERIOD	1,122.83	1,175.93	1,231.53	1,289.77	1,350.75	1,414.62	1,481.51	1,544.08	1,562.93
	MONTH	2,432.80	2,547.85	2,668.32	2,794.50	2,926.63	3,065.01	3,209.94	3,345.51	3,386.35
	ANNUAL	29,193.58	30,574.18	32,019.78	33,534.02	35,119.50	36,780.12	38,519.26	40,146.08	40,636.18

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
ACCTS PAY CLERK	HOURLY	15.9842	16.7400	17.5316	18.3606	19.2288	20.1380	21.0902	22.0875	23.1260
1135	PERIOD	1,278.74	1,339.20	1,402.53	1,468.85	1,538.30	1,611.04	1,687.22	1,767.00	1,850.08
	MONTH	2,770.60	2,901.60	3,038.82	3,182.51	3,332.98	3,490.59	3,655.64	3,828.50	4,008.51
	ANNUAL	33,247.24	34,819.20	36,465.78	38,190.10	39,995.80	41,887.04	43,867.72	45,942.00	48,102.08

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
SHOOTRANGE OPER	HOURLY	21.5681	22.4046	23.2734	24.1760	25.1136	26.0876	27.0993	28.1503	29.2359
1140	PERIOD	1,725.45	1,792.37	1,861.87	1,934.08	2,009.09	2,087.01	2,167.94	2,252.02	2,338.87
	MONTH	3,738.48	3,883.47	4,034.05	4,190.51	4,353.03	4,521.86	4,697.20	4,879.38	5,067.55
	ANNUAL	44,861.70	46,601.62	48,408.62	50,286.08	52,236.34	54,262.26	56,366.44	58,552.52	60,810.62

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
STORMWATER TECH	HOURLY	20.6353	21.5421	22.4888	23.4771	24.5089	25.5859	26.7103	27.8584	29.1027
1145	PERIOD	1,650.82	1,723.37	1,799.10	1,878.17	1,960.71	2,046.87	2,136.82	2,228.67	2,328.22
	MONTH	3,576.78	3,733.97	3,898.05	4,069.37	4,248.21	4,434.89	4,629.78	4,828.79	5,044.48
	ANNUAL	42,921.32	44,807.62	46,776.60	48,832.42	50,978.46	53,218.62	55,557.32	57,945.42	60,533.72

YEAR 1 - EXHIBIT A

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
UTIL SECR ADM	HOURLY	15.6842	16.3891	17.1258	17.8955	18.6998	19.5403	20.4185	21.3363	22.2899
1150	PERIOD	1,254.74	1,311.13	1,370.06	1,431.64	1,495.98	1,563.22	1,633.48	1,706.90	1,783.19
	MONTH	2,718.60	2,840.78	2,968.46	3,101.89	3,241.29	3,386.98	3,539.21	3,698.28	3,863.58
	ANNUAL	32,623.24	34,089.38	35,621.56	37,222.64	38,895.48	40,643.72	42,470.48	44,379.40	46,362.94

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
UTIL SECR BURD	HOURLY	15.6842	16.3891	17.1258	17.8955	18.6998	19.5403	20.4185	21.3363	22.2899
1152	PERIOD	1,254.74	1,311.13	1,370.06	1,431.64	1,495.98	1,563.22	1,633.48	1,706.90	1,783.19
	MONTH	2,718.60	2,840.78	2,968.46	3,101.89	3,241.29	3,386.98	3,539.21	3,698.28	3,863.58
	ANNUAL	32,623.24	34,089.38	35,621.56	37,222.64	38,895.48	40,643.72	42,470.48	44,379.40	46,362.94

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
UTIL SECR PCC	HOURLY	15.6842	16.3891	17.1258	17.8955	18.6998	19.5403	20.4185	21.3363	22.2899
1155	PERIOD	1,254.74	1,311.13	1,370.06	1,431.64	1,495.98	1,563.22	1,633.48	1,706.90	1,783.19
	MONTH	2,718.60	2,840.78	2,968.46	3,101.89	3,241.29	3,386.98	3,539.21	3,698.28	3,863.58
	ANNUAL	32,623.24	34,089.38	35,621.56	37,222.64	38,895.48	40,643.72	42,470.48	44,379.40	46,362.94

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
UTIL SECR PGS	HOURLY	15.6842	16.3891	17.1258	17.8955	18.6998	19.5403	20.4185	21.3363	22.2899
1157	PERIOD	1,254.74	1,311.13	1,370.06	1,431.64	1,495.98	1,563.22	1,633.48	1,706.90	1,783.19
	MONTH	2,718.60	2,840.78	2,968.46	3,101.89	3,241.29	3,386.98	3,539.21	3,698.28	3,863.58
	ANNUAL	32,623.24	34,089.38	35,621.56	37,222.64	38,895.48	40,643.72	42,470.48	44,379.40	46,362.94

YEAR 2 - EXHIBIT B

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
ACCT TECH STR	HOURLY	17.6953	18.2726	18.8687	19.4843	20.1200	20.7764	21.4543	22.1542	22.8770	23.6213
1005	PERIOD	1,415.62	1,461.81	1,509.50	1,558.74	1,609.60	1,662.11	1,716.34	1,772.34	1,830.16	1,889.70
	MONTH	3,067.18	3,167.26	3,270.58	3,377.27	3,487.47	3,601.24	3,718.74	3,840.07	3,965.35	4,094.35
	ANNUAL	36,806.12	38,007.06	39,247.00	40,527.24	41,849.60	43,214.86	44,624.84	46,080.84	47,584.16	49,132.20

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
ADMIN ASST FIRE	HOURLY	17.9647	18.6995	19.4643	20.2604	21.0890	21.9516	22.8494	23.7839	24.7567	25.7664
1010	PERIOD	1,437.18	1,495.96	1,557.14	1,620.83	1,687.12	1,756.13	1,827.95	1,902.71	1,980.54	2,061.31
	MONTH	3,113.89	3,241.25	3,373.80	3,511.80	3,655.43	3,804.95	3,960.56	4,122.54	4,291.17	4,466.17
	ANNUAL	37,366.68	38,894.96	40,485.64	42,141.58	43,865.12	45,659.38	47,526.70	49,470.46	51,494.04	53,594.06

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
ADMIN ASST PW	HOURLY	17.9647	18.6995	19.4643	20.2604	21.0890	21.9516	22.8494	23.7839	24.7567	25.7664
1012	PERIOD	1,437.18	1,495.96	1,557.14	1,620.83	1,687.12	1,756.13	1,827.95	1,902.71	1,980.54	2,061.31
	MONTH	3,113.89	3,241.25	3,373.80	3,511.80	3,655.43	3,804.95	3,960.56	4,122.54	4,291.17	4,466.17
	ANNUAL	37,366.68	38,894.96	40,485.64	42,141.58	43,865.12	45,659.38	47,526.70	49,470.46	51,494.04	53,594.06

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
ADMIN ASST UTIL	HOURLY	17.9647	18.6995	19.4643	20.2604	21.0890	21.9516	22.8494	23.7839	24.7567	25.7664
1015	PERIOD	1,437.18	1,495.96	1,557.14	1,620.83	1,687.12	1,756.13	1,827.95	1,902.71	1,980.54	2,061.31
	MONTH	3,113.89	3,241.25	3,373.80	3,511.80	3,655.43	3,804.95	3,960.56	4,122.54	4,291.17	4,466.17
	ANNUAL	37,366.68	38,894.96	40,485.64	42,141.58	43,865.12	45,659.38	47,526.70	49,470.46	51,494.04	53,594.06

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
AUDIO VIDEO TEC	HOURLY	17.9640	18.6644	19.3921	20.1481	20.9337	21.7498	22.5978	23.4788	24.3942	25.3425
1020	PERIOD	1,437.12	1,493.15	1,551.37	1,611.85	1,674.70	1,739.98	1,807.82	1,878.30	1,951.54	2,027.40
	MONTH	3,113.76	3,235.16	3,361.30	3,492.34	3,628.52	3,769.96	3,916.94	4,069.65	4,228.34	4,392.70
	ANNUAL	37,365.12	38,821.90	40,335.62	41,908.10	43,542.20	45,239.48	47,003.32	48,835.80	50,740.04	52,712.40

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
BLDG INSPECTOR	HOURLY	21.1769	22.0166	22.8896	23.7972	24.7408	25.7218	26.7418	27.8021	28.9045	30.0475
1025	PERIOD	1,694.15	1,761.33	1,831.17	1,903.78	1,979.26	2,057.74	2,139.34	2,224.17	2,312.36	2,403.80
	MONTH	3,670.66	3,816.22	3,967.54	4,124.86	4,288.40	4,458.44	4,635.24	4,819.04	5,010.11	5,208.23
	ANNUAL	44,047.90	45,794.58	47,610.42	49,498.28	51,460.76	53,501.24	55,622.84	57,828.42	60,121.36	62,498.80

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
BLDG SECRETARY	HOURLY	16.2724	16.9206	17.5947	18.2956	19.0245	19.7824	20.5705	21.3900	22.2421	23.1257
1030	PERIOD	1,301.79	1,353.65	1,407.58	1,463.65	1,521.96	1,582.59	1,645.64	1,711.20	1,779.37	1,850.06
	MONTH	2,820.55	2,932.91	3,049.76	3,171.24	3,297.58	3,428.95	3,565.55	3,707.60	3,855.30	4,008.46
	ANNUAL	33,846.54	35,194.90	36,597.08	38,054.90	39,570.96	41,147.34	42,786.64	44,491.20	46,263.62	48,101.56

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
PBL SFTY DSPTCH	HOURLY	16.0865	16.7785	17.5003	18.2530	19.0382	19.8571	20.7113	21.6022	22.5314	23.4979
1035	PERIOD	1,286.92	1,342.28	1,400.02	1,460.24	1,523.06	1,588.57	1,656.90	1,728.18	1,802.51	1,879.83
	MONTH	2,788.33	2,908.27	3,033.38	3,163.85	3,299.96	3,441.90	3,589.95	3,744.39	3,905.44	4,072.97
	ANNUAL	33,459.92	34,899.28	36,400.52	37,966.24	39,599.56	41,302.82	43,079.40	44,932.68	46,865.26	48,875.58

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
PBL SFTY DS/911	HOURLY	16.0865	16.7785	17.5003	18.2530	19.0382	19.8571	20.7113	21.6022	22.5314	23.4979
1037	PERIOD	1,286.92	1,342.28	1,400.02	1,460.24	1,523.06	1,588.57	1,656.90	1,728.18	1,802.51	1,879.83
	MONTH	2,788.33	2,908.27	3,033.38	3,163.85	3,299.96	3,441.90	3,589.95	3,744.39	3,905.44	4,072.97
	ANNUAL	33,459.92	34,899.28	36,400.52	37,966.24	39,599.56	41,302.82	43,079.40	44,932.68	46,865.26	48,875.58

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
PBLSFTY DS/WRLS	HOURLY	16.0865	16.7785	17.5003	18.2530	19.0382	19.8571	20.7113	21.6022	22.5314	23.4979
1038	PERIOD	1,286.92	1,342.28	1,400.02	1,460.24	1,523.06	1,588.57	1,656.90	1,728.18	1,802.51	1,879.83
	MONTH	2,788.33	2,908.27	3,033.38	3,163.85	3,299.96	3,441.90	3,589.95	3,744.39	3,905.44	4,072.97
	ANNUAL	33,459.92	34,899.28	36,400.52	37,966.24	39,599.56	41,302.82	43,079.40	44,932.68	46,865.26	48,875.58

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
COMM DEV ADMNST	HOURLY	19.5714	20.3774	21.2166	22.0904	23.0002	23.9475	24.9338	25.9607	27.0298	28.1399
1040	PERIOD	1,565.71	1,630.19	1,697.33	1,767.23	1,840.02	1,915.80	1,994.70	2,076.86	2,162.38	2,251.19
	MONTH	3,392.37	3,532.08	3,677.55	3,829.00	3,986.71	4,150.90	4,321.85	4,499.86	4,685.16	4,877.58
	ANNUAL	40,708.46	42,384.94	44,130.58	45,947.98	47,840.52	49,810.80	51,862.20	53,998.36	56,221.88	58,530.94

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
COMM DEV SPEC	HOURLY	17.9647	18.6995	19.4643	20.2604	21.0890	21.9516	22.8494	23.7839	24.7567	25.7664
1042	PERIOD	1,437.18	1,495.96	1,557.14	1,620.83	1,687.12	1,756.13	1,827.95	1,902.71	1,980.54	2,061.31
	MONTH	3,113.89	3,241.25	3,373.80	3,511.80	3,655.43	3,804.95	3,960.56	4,122.54	4,291.17	4,466.17
	ANNUAL	37,366.68	38,894.96	40,485.64	42,141.58	43,865.12	45,659.38	47,526.70	49,470.46	51,494.04	53,594.06

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
COMPUTER OPRTR	HOURLY	21.6171	22.2843	22.9721	23.6812	24.4121	25.1656	25.9423	26.7431	27.5685	28.4170
1045	PERIOD	1,729.37	1,782.74	1,837.77	1,894.50	1,952.97	2,013.25	2,075.38	2,139.45	2,205.48	2,273.36
	MONTH	3,746.97	3,862.60	3,981.84	4,104.75	4,231.44	4,362.04	4,496.66	4,635.48	4,778.54	4,925.61
	ANNUAL	44,963.62	46,351.24	47,782.02	49,257.00	50,777.22	52,344.50	53,959.88	55,625.70	57,342.48	59,107.36

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
CMP PRGMR AS400	HOURLY	23.2129	24.2203	25.2714	26.3681	27.5124	28.7063	29.9521	31.2519	32.6082	34.0191
1050	PERIOD	1,857.03	1,937.62	2,021.71	2,109.45	2,200.99	2,296.50	2,396.17	2,500.15	2,608.66	2,721.53
	MONTH	4,023.57	4,198.18	4,380.37	4,570.48	4,768.81	4,975.75	5,191.70	5,416.99	5,652.10	5,896.65
	ANNUAL	48,282.78	50,378.12	52,564.46	54,845.70	57,225.74	59,709.00	62,300.42	65,003.90	67,825.16	70,759.78

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
CMPPRGMR-MCRSFT	HOURLY	23.2129	24.2203	25.2714	26.3681	27.5124	28.7063	29.9521	31.2519	32.6082	34.0191
1052	PERIOD	1,857.03	1,937.62	2,021.71	2,109.45	2,200.99	2,296.50	2,396.17	2,500.15	2,608.66	2,721.53
	MONTH	4,023.57	4,198.18	4,380.37	4,570.48	4,768.81	4,975.75	5,191.70	5,416.99	5,652.10	5,896.65
	ANNUAL	48,282.78	50,378.12	52,564.46	54,845.70	57,225.74	59,709.00	62,300.42	65,003.90	67,825.16	70,759.78

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
COMPUTER TECH	HOURLY	22.2655	22.9528	23.6613	24.3917	25.1446	25.9209	26.7209	27.5457	28.3959	29.2700
1055	PERIOD	1,781.24	1,836.22	1,892.90	1,951.34	2,011.57	2,073.67	2,137.67	2,203.66	2,271.67	2,341.60
	MONTH	3,859.35	3,978.48	4,101.28	4,227.90	4,358.40	4,492.95	4,631.62	4,774.60	4,921.95	5,073.47
	ANNUAL	46,312.24	47,741.72	49,215.40	50,734.84	52,300.82	53,915.42	55,579.42	57,295.16	59,063.42	60,881.60

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
CRIME ANALYST	HOURLY	19.7328	20.5165	21.3313	22.1784	23.0593	23.9751	24.9273	25.9172	26.9466	28.0138
	PERIOD	1,578.62	1,641.32	1,706.50	1,774.27	1,844.74	1,918.01	1,994.18	2,073.38	2,155.73	2,241.10
	MONTH	3,420.34	3,556.19	3,697.42	3,844.25	3,996.94	4,155.69	4,320.72	4,492.32	4,670.75	4,855.72
	ANNUAL	41,044.12	42,674.32	44,369.00	46,131.02	47,963.24	49,868.26	51,848.68	53,907.88	56,048.98	58,268.60

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
ELEC INSPECTOR	HOURLY	21.1769	22.0166	22.8896	23.7972	24.7408	25.7218	26.7418	27.8021	28.9045	30.0475
1065	PERIOD	1,694.15	1,761.33	1,831.17	1,903.78	1,979.26	2,057.74	2,139.34	2,224.17	2,312.36	2,403.80
	MONTH	3,670.66	3,816.22	3,967.54	4,124.86	4,288.40	4,458.44	4,635.24	4,819.04	5,010.11	5,208.23
	ANNUAL	44,047.90	45,794.58	47,610.42	49,498.28	51,460.76	53,501.24	55,622.84	57,828.42	60,121.36	62,498.80

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
EMER MGM COORD	HOURLY	17.4699	18.1659	18.8896	19.6421	20.4246	21.2383	22.0844	22.9642	23.8790	24.8277
1070	PERIOD	1,397.59	1,453.27	1,511.17	1,571.37	1,633.97	1,699.06	1,766.75	1,837.14	1,910.32	1,986.22
	MONTH	3,028.11	3,148.75	3,274.20	3,404.64	3,540.27	3,681.30	3,827.96	3,980.47	4,139.03	4,303.48
	ANNUAL	36,337.34	37,785.02	39,290.42	40,855.62	42,483.22	44,175.56	45,935.50	47,765.64	49,668.32	51,641.72

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
ENG TECH PW	HOURLY	20.8417	21.6535	22.4970	23.3734	24.2839	25.2298	26.2126	27.2337	28.2946	29.3937
1075	PERIOD	1,667.34	1,732.28	1,799.76	1,869.87	1,942.71	2,018.38	2,097.01	2,178.70	2,263.57	2,351.50
	MONTH	3,612.57	3,753.27	3,899.48	4,051.39	4,209.21	4,373.16	4,543.52	4,720.52	4,904.40	5,094.92
	ANNUAL	43,350.84	45,039.28	46,793.76	48,616.62	50,510.46	52,477.88	54,522.26	56,646.20	58,852.82	61,139.00

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
EVIDENCE TECH	HOURLY	15.9999	16.6915	17.4130	18.1657	18.9509	19.7701	20.6247	21.5162	22.4463	23.4138
1080	PERIOD	1,279.99	1,335.32	1,393.04	1,453.26	1,516.07	1,581.61	1,649.98	1,721.30	1,795.70	1,873.10
	MONTH	2,773.31	2,893.19	3,018.25	3,148.73	3,284.82	3,426.82	3,574.96	3,729.48	3,890.68	4,058.38
	ANNUAL	33,279.74	34,718.32	36,219.04	37,784.76	39,417.82	41,121.86	42,899.48	44,753.80	46,688.20	48,700.60

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
FINANCE SECRTRY	HOURLY	16.2724	16.9206	17.5947	18.2956	19.0245	19.7824	20.5705	21.3900	22.2421	23.1258
1085	PERIOD	1,301.79	1,353.65	1,407.58	1,463.65	1,521.96	1,582.59	1,645.64	1,711.20	1,779.37	1,850.06
	MONTH	2,820.55	2,932.91	3,049.76	3,171.24	3,297.58	3,428.95	3,565.55	3,707.60	3,855.30	4,008.46
	ANNUAL	33,846.54	35,194.90	36,597.08	38,054.90	39,570.96	41,147.34	42,786.64	44,491.20	46,263.62	48,101.56

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
GIS COORDINATOR	HOURLY	25.2853	26.2554	27.2628	28.3086	29.3951	30.5229	31.6941	32.9101	34.1729	35.4803
1090	PERIOD	2,022.82	2,100.43	2,181.02	2,264.69	2,351.61	2,441.83	2,535.53	2,632.81	2,733.83	2,838.42
	MONTH	4,382.78	4,550.93	4,725.54	4,906.83	5,095.16	5,290.63	5,493.65	5,704.42	5,923.30	6,149.91
	ANNUAL	52,593.32	54,611.18	56,706.52	58,881.94	61,141.86	63,487.58	65,923.78	68,453.06	71,079.58	73,798.92

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
MAINT WRK I BLD	HOURLY	16.1251	16.6766	17.2470	17.8369	18.4470	19.0779	19.7304	20.4052	21.1031	21.8229
1095	PERIOD	1,290.01	1,334.13	1,379.76	1,426.95	1,475.76	1,526.23	1,578.43	1,632.42	1,688.25	1,745.83
	MONTH	2,795.02	2,890.62	2,989.48	3,091.73	3,197.48	3,306.83	3,419.93	3,536.91	3,657.88	3,782.63
	ANNUAL	33,540.26	34,687.38	35,873.76	37,100.70	38,369.76	39,681.98	41,039.18	42,442.92	43,894.50	45,391.58

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
MAINT WRK I LBR	HOURLY	16.1251	16.6766	17.2470	17.8369	18.4470	19.0779	19.7304	20.4052	21.1031	21.8229
1098	PERIOD	1,290.01	1,334.13	1,379.76	1,426.95	1,475.76	1,526.23	1,578.43	1,632.42	1,688.25	1,745.83
	MONTH	2,795.02	2,890.62	2,989.48	3,091.73	3,197.48	3,306.83	3,419.93	3,536.91	3,657.88	3,782.63
	ANNUAL	33,540.26	34,687.38	35,873.76	37,100.70	38,369.76	39,681.98	41,039.18	42,442.92	43,894.50	45,391.58

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
MAINT WRKII BLD	HOURLY	16.9931	17.5776	18.1821	18.8075	19.4543	20.1234	20.8156	21.5315	22.2720	23.0359
1100	PERIOD	1,359.45	1,406.21	1,454.57	1,504.60	1,556.34	1,609.87	1,665.25	1,722.52	1,781.76	1,842.87
	MONTH	2,945.48	3,046.79	3,151.57	3,259.97	3,372.07	3,488.05	3,608.04	3,732.13	3,860.48	3,992.89
	ANNUAL	35,345.70	36,561.46	37,818.82	39,119.60	40,464.84	41,856.62	43,296.50	44,785.52	46,325.76	47,914.62

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
MAINT WRKII POL	HOURLY	16.9931	17.5776	18.1821	18.8075	19.4543	20.1234	20.8156	21.5315	22.2720	23.0359
1101	PERIOD	1,359.45	1,406.21	1,454.57	1,504.60	1,556.34	1,609.87	1,665.25	1,722.52	1,781.76	1,842.87
	MONTH	2,945.48	3,046.79	3,151.57	3,259.97	3,372.07	3,488.05	3,608.04	3,732.13	3,860.48	3,992.89
	ANNUAL	35,345.70	36,561.46	37,818.82	39,119.60	40,464.84	41,856.62	43,296.50	44,785.52	46,325.76	47,914.62

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
ADMIN ASST -PARKS REC	HOURLY	17.4699	18.1659	18.8896	19.6421	20.4246	21.2383	22.0844	22.9642	23.8790	24.8277
1105	PERIOD	1,397.59	1,453.27	1,511.17	1,571.37	1,633.97	1,699.06	1,766.75	1,837.14	1,910.32	1,986.22
	MONTH	3,028.11	3,148.75	3,274.20	3,404.64	3,540.27	3,681.30	3,827.96	3,980.47	4,139.03	4,303.48
	ANNUAL	36,337.34	37,785.02	39,290.42	40,855.62	42,483.22	44,175.56	45,935.50	47,765.64	49,668.32	51,641.72

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
PLANNING SECR	HOURLY	16.2724	16.9206	17.5947	18.2956	19.0245	19.7824	20.5705	21.3900	22.2421	23.1258
1110	PERIOD	1,301.79	1,353.65	1,407.58	1,463.65	1,521.96	1,582.59	1,645.64	1,711.20	1,779.37	1,850.06
	MONTH	2,820.55	2,932.91	3,049.76	3,171.24	3,297.58	3,428.95	3,565.55	3,707.60	3,855.30	4,008.46
	ANNUAL	33,846.54	35,194.90	36,597.08	38,054.90	39,570.96	41,147.34	42,786.64	44,491.20	46,263.62	48,101.56

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
PLN TCH-PLN/PCC	HOURLY	22.3861	23.2519	24.1513	25.0854	26.0556	27.0634	28.1101	29.1973	30.3266	31.4963
1115	PERIOD	1,790.89	1,860.15	1,932.10	2,006.83	2,084.45	2,165.07	2,248.81	2,335.78	2,426.13	2,519.70
	MONTH	3,880.26	4,030.33	4,186.22	4,348.13	4,516.31	4,690.99	4,872.42	5,060.86	5,256.62	5,459.35
	ANNUAL	46,563.14	48,363.90	50,234.60	52,177.58	54,195.70	56,291.82	58,469.06	60,730.28	63,079.38	65,512.20

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
PLANS EXAMINER	HOURLY	21.6952	22.5554	23.4498	24.3796	25.3463	26.3514	27.3962	28.4826	29.6120	30.7830
1120	PERIOD	1,735.62	1,804.43	1,875.98	1,950.37	2,027.70	2,108.11	2,191.70	2,278.61	2,368.96	2,462.64
	MONTH	3,760.51	3,909.60	4,064.62	4,225.80	4,393.35	4,567.57	4,748.68	4,936.99	5,132.75	5,335.72
	ANNUAL	45,126.12	46,915.18	48,775.48	50,709.62	52,720.20	54,810.86	56,984.20	59,243.86	61,592.96	64,028.64

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
PLUMB INSP BKFL	HOURLY	21.1769	22.0166	22.8896	23.7972	24.7408	25.7218	26.7418	27.8021	28.9045	30.0475
1125	PERIOD	1,694.15	1,761.33	1,831.17	1,903.78	1,979.26	2,057.74	2,139.34	2,224.17	2,312.36	2,403.80
	MONTH	3,670.66	3,816.22	3,967.54	4,124.86	4,288.40	4,458.44	4,635.24	4,819.04	5,010.11	5,208.23
	ANNUAL	44,047.90	45,794.58	47,610.42	49,498.28	51,460.76	53,501.24	55,622.84	57,828.42	60,121.36	62,498.80

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
PLUMB INSP BLDG	HOURLY	21.1769	22.0166	22.8896	23.7972	24.7408	25.7218	26.7418	27.8021	28.9045	30.0475
1127	PERIOD	1,694.15	1,761.33	1,831.17	1,903.78	1,979.26	2,057.74	2,139.34	2,224.17	2,312.36	2,403.80
	MONTH	3,670.66	3,816.22	3,967.54	4,124.86	4,288.40	4,458.44	4,635.24	4,819.04	5,010.11	5,208.23
	ANNUAL	44,047.90	45,794.58	47,610.42	49,498.28	51,460.76	53,501.24	55,622.84	57,828.42	60,121.36	62,498.80

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
POL REC CLRK	HOURLY	14.5968	15.1433	15.7103	16.2985	16.9087	17.5418	18.1986	18.8799	19.5868	20.3181
1130	PERIOD	1,167.74	1,211.46	1,256.82	1,303.88	1,352.70	1,403.34	1,455.89	1,510.39	1,566.94	1,625.45
	MONTH	2,530.10	2,624.83	2,723.11	2,825.07	2,930.85	3,040.57	3,154.43	3,272.51	3,395.04	3,521.81
	ANNUAL	30,361.24	31,497.96	32,677.32	33,900.88	35,170.20	36,486.84	37,853.14	39,270.14	40,740.44	42,261.70

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
ACCTS PAY CLERK	HOURLY	16.5436	17.2369	17.9592	18.7118	19.4959	20.3129	21.1642	22.0511	22.9752	23.9354
1135	PERIOD	1,323.49	1,378.95	1,436.74	1,496.94	1,559.67	1,625.03	1,693.14	1,764.09	1,838.02	1,914.83
	MONTH	2,867.56	2,987.73	3,112.94	3,243.37	3,379.29	3,520.90	3,668.47	3,822.20	3,982.38	4,148.80
	ANNUAL	34,410.74	35,852.70	37,355.24	38,920.44	40,551.42	42,250.78	44,021.64	45,866.34	47,788.52	49,785.58

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
SHOOTRANGE OPER	HOURLY	22.2151	22.9790	23.7692	24.5865	25.4320	26.3065	27.2111	28.1468	29.1147	30.1130
1140	PERIOD	1,777.21	1,838.32	1,901.54	1,966.92	2,034.56	2,104.52	2,176.89	2,251.74	2,329.18	2,409.04
	MONTH	3,850.62	3,983.03	4,120.00	4,261.66	4,408.21	4,559.79	4,716.60	4,878.77	5,046.56	5,219.59
	ANNUAL	46,207.46	47,796.32	49,440.04	51,139.92	52,898.56	54,717.52	56,599.14	58,545.24	60,558.68	62,635.04

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
STORMWATER TECH	HOURLY	21.0996	21.9215	22.7755	23.6627	24.5844	25.5421	26.5371	27.5708	28.6448	29.7575
1145	PERIOD	1,687.97	1,753.72	1,822.04	1,893.02	1,966.75	2,043.37	2,122.97	2,205.66	2,291.58	2,380.60
	MONTH	3,657.27	3,799.73	3,947.75	4,101.54	4,261.29	4,427.30	4,599.77	4,778.93	4,965.09	5,157.97
	ANNUAL	43,887.22	45,596.72	47,373.04	49,218.52	51,135.50	53,127.62	55,197.22	57,347.16	59,581.08	61,895.60

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
UTIL SECR ADM	HOURLY	16.2724	16.9206	17.5947	18.2956	19.0245	19.7824	20.5705	21.3900	22.2421	23.1258
1150	PERIOD	1,301.79	1,353.65	1,407.58	1,463.65	1,521.96	1,582.59	1,645.64	1,711.20	1,779.37	1,850.06
	MONTH	2,820.55	2,932.91	3,049.76	3,171.24	3,297.58	3,428.95	3,565.55	3,707.60	3,855.30	4,008.46
	ANNUAL	33,846.54	35,194.90	36,597.08	38,054.90	39,570.96	41,147.34	42,786.64	44,491.20	46,263.62	48,101.56

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
UTIL SECR BURD	HOURLY	16.2724	16.9206	17.5947	18.2956	19.0245	19.7824	20.5705	21.3900	22.2421	23.1258
1152	PERIOD	1,301.79	1,353.65	1,407.58	1,463.65	1,521.96	1,582.59	1,645.64	1,711.20	1,779.37	1,850.06
	MONTH	2,820.55	2,932.91	3,049.76	3,171.24	3,297.58	3,428.95	3,565.55	3,707.60	3,855.30	4,008.46
	ANNUAL	33,846.54	35,194.90	36,597.08	38,054.90	39,570.96	41,147.34	42,786.64	44,491.20	46,263.62	48,101.56

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
UTIL SECR PCC	HOURLY	16.2724	16.9206	17.5947	18.2956	19.0245	19.7824	20.5705	21.3900	22.2421	23.1258
1155	PERIOD	1,301.79	1,353.65	1,407.58	1,463.65	1,521.96	1,582.59	1,645.64	1,711.20	1,779.37	1,850.06
	MONTH	2,820.55	2,932.91	3,049.76	3,171.24	3,297.58	3,428.95	3,565.55	3,707.60	3,855.30	4,008.46
	ANNUAL	33,846.54	35,194.90	36,597.08	38,054.90	39,570.96	41,147.34	42,786.64	44,491.20	46,263.62	48,101.56

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
UTIL SECR PGS	HOURLY	16.2724	16.9206	17.5947	18.2956	19.0245	19.7824	20.5705	21.3900	22.2421	23.1258
1157	PERIOD	1,301.79	1,353.65	1,407.58	1,463.65	1,521.96	1,582.59	1,645.64	1,711.20	1,779.37	1,850.06
	MONTH	2,820.55	2,932.91	3,049.76	3,171.24	3,297.58	3,428.95	3,565.55	3,707.60	3,855.30	4,008.46
	ANNUAL	33,846.54	35,194.90	36,597.08	38,054.90	39,570.96	41,147.34	42,786.64	44,491.20	46,263.62	48,101.56

YEAR 3 - EXHIBIT C

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
ACCT TECH STR	HOURLY	18.4474	18.9882	19.5448	20.1178	20.7075	21.3145	21.9394	22.5825	23.2445	23.9259	24.6252
1005	PERIOD	1,475.79	1,519.06	1,563.58	1,609.42	1,656.60	1,705.16	1,755.15	1,806.60	1,859.56	1,914.07	1,970.02
	MONTH	3,197.55	3,291.30	3,387.76	3,487.08	3,589.30	3,694.51	3,802.83	3,914.30	4,029.05	4,147.15	4,268.38
	ANNUAL	38,370.54	39,495.56	40,653.08	41,844.92	43,071.60	44,334.16	45,633.90	46,971.60	48,348.56	49,765.82	51,220.52

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
ADMIN ASST FIRE	HOURLY	18.9977	19.6955	20.4191	21.1692	21.9468	22.7530	23.5889	24.4554	25.3538	26.2851	27.2480
1010	PERIOD	1,519.82	1,575.64	1,633.53	1,693.54	1,755.74	1,820.24	1,887.11	1,956.43	2,028.30	2,102.81	2,179.84
	MONTH	3,292.94	3,413.89	3,539.32	3,669.34	3,804.10	3,943.85	4,088.74	4,238.93	4,394.65	4,556.09	4,722.99
	ANNUAL	39,515.32	40,966.64	42,471.78	44,032.04	45,649.24	47,326.24	49,064.86	50,867.18	52,735.80	54,673.06	56,675.84

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
ADMIN ASST PW	HOURLY	18.9977	19.6955	20.4191	21.1692	21.9468	22.7530	23.5889	24.4554	25.3538	26.2851	27.2480
1012	PERIOD	1,519.82	1,575.64	1,633.53	1,693.54	1,755.74	1,820.24	1,887.11	1,956.43	2,028.30	2,102.81	2,179.84
	MONTH	3,292.94	3,413.89	3,539.32	3,669.34	3,804.10	3,943.85	4,088.74	4,238.93	4,394.65	4,556.09	4,722.99
	ANNUAL	39,515.32	40,966.64	42,471.78	44,032.04	45,649.24	47,326.24	49,064.86	50,867.18	52,735.80	54,673.06	56,675.84

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
ADMIN ASST UTIL	HOURLY	18.9977	19.6955	20.4191	21.1692	21.9468	22.7530	23.5889	24.4554	25.3538	26.2851	27.2480
1015	PERIOD	1,519.82	1,575.64	1,633.53	1,693.54	1,755.74	1,820.24	1,887.11	1,956.43	2,028.30	2,102.81	2,179.84
	MONTH	3,292.94	3,413.89	3,539.32	3,669.34	3,804.10	3,943.85	4,088.74	4,238.93	4,394.65	4,556.09	4,722.99
	ANNUAL	39,515.32	40,966.64	42,471.78	44,032.04	45,649.24	47,326.24	49,064.86	50,867.18	52,735.80	54,673.06	56,675.84

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
AUDIO VIDEO TEC	HOURLY	18.9071	19.5692	20.2545	20.9639	21.6980	22.4579	23.2443	24.0584	24.9009	25.7729	26.6730
1020	PERIOD	1,512.57	1,565.54	1,620.36	1,677.11	1,735.84	1,796.63	1,859.54	1,924.67	1,992.07	2,061.83	2,133.84
	MONTH	3,277.24	3,392.00	3,510.78	3,633.74	3,760.99	3,892.70	4,029.00	4,170.12	4,316.15	4,467.30	4,623.32
	ANNUAL	39,326.82	40,704.04	42,129.36	43,604.86	45,131.84	46,712.38	48,348.04	50,041.42	51,793.82	53,607.58	55,479.84

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
BLDG INSPECTOR	HOURLY	21.7593	22.5342	23.3368	24.1680	25.0287	25.9202	26.8433	27.7994	28.7895	29.8148	30.8738
1025	PERIOD	1,740.74	1,802.74	1,866.94	1,933.44	2,002.30	2,073.62	2,147.46	2,223.95	2,303.16	2,385.18	2,469.90
	MONTH	3,771.60	3,905.94	4,045.04	4,189.12	4,338.32	4,492.84	4,652.83	4,818.56	4,990.18	5,167.89	5,351.45
	ANNUAL	45,259.24	46,871.24	48,540.44	50,269.44	52,059.80	53,914.12	55,833.96	57,822.70	59,882.16	62,014.68	64,217.40

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
BLDG SECRETARY	HOURLY	16.8826	17.4867	18.1124	18.7605	19.4318	20.1271	20.8473	21.5933	22.3660	23.1663	23.9929
1030	PERIOD	1,350.61	1,398.94	1,448.99	1,500.84	1,554.54	1,610.17	1,667.78	1,727.46	1,789.28	1,853.30	1,919.43
	MONTH	2,926.32	3,031.04	3,139.48	3,251.82	3,368.17	3,488.70	3,613.52	3,742.83	3,876.77	4,015.48	4,158.77
	ANNUAL	35,115.86	36,372.44	37,673.74	39,021.84	40,418.04	41,864.42	43,362.28	44,913.96	46,521.28	48,185.80	49,905.18

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
PBL SFTY DSPTCH	HOURLY	16.5289	17.1674	17.8306	18.5194	19.2348	19.9779	20.7496	21.5512	22.3838	23.2485	24.1441
1035	PERIOD	1,322.31	1,373.39	1,426.45	1,481.55	1,538.78	1,598.23	1,659.97	1,724.10	1,790.70	1,859.88	1,931.53
	MONTH	2,865.01	2,975.68	3,090.64	3,210.03	3,334.02	3,462.83	3,596.60	3,735.55	3,879.85	4,029.74	4,184.98
	ANNUAL	34,380.06	35,708.14	37,087.70	38,520.30	40,008.28	41,553.98	43,159.22	44,826.60	46,558.20	48,356.88	50,219.78

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
PBL SFTY DS/911	HOURLY	16.5289	17.1674	17.8306	18.5194	19.2348	19.9779	20.7496	21.5512	22.3838	23.2485	24.1441
1037	PERIOD	1,322.31	1,373.39	1,426.45	1,481.55	1,538.78	1,598.23	1,659.97	1,724.10	1,790.70	1,859.88	1,931.53
	MONTH	2,865.01	2,975.68	3,090.64	3,210.03	3,334.02	3,462.83	3,596.60	3,735.55	3,879.85	4,029.74	4,184.98
	ANNUAL	34,380.06	35,708.14	37,087.70	38,520.30	40,008.28	41,553.98	43,159.22	44,826.60	46,558.20	48,356.88	50,219.78

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
PBLSFTY DS/WRLS	HOURLY	16.5289	17.1674	17.8306	18.5194	19.2348	19.9779	20.7496	21.5512	22.3838	23.2485	24.1441
1038	PERIOD	1,322.31	1,373.39	1,426.45	1,481.55	1,538.78	1,598.23	1,659.97	1,724.10	1,790.70	1,859.88	1,931.53
	MONTH	2,865.01	2,975.68	3,090.64	3,210.03	3,334.02	3,462.83	3,596.60	3,735.55	3,879.85	4,029.74	4,184.98
	ANNUAL	34,380.06	35,708.14	37,087.70	38,520.30	40,008.28	41,553.98	43,159.22	44,826.60	46,558.20	48,356.88	50,219.78

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
COMM DEV ADMNST	HOURLY	20.6968	21.4624	22.2563	23.0795	23.9333	24.8185	25.7366	26.6886	27.6758	28.6995	29.7579
1040	PERIOD	1,655.74	1,716.99	1,780.50	1,846.36	1,914.66	1,985.48	2,058.93	2,135.09	2,214.06	2,295.96	2,380.63
	MONTH	3,587.44	3,720.15	3,857.75	4,000.45	4,148.43	4,301.87	4,461.02	4,626.03	4,797.13	4,974.58	5,158.03
	ANNUAL	43,049.24	44,641.74	46,293.00	48,005.36	49,781.16	51,622.48	53,532.18	55,512.34	57,565.56	59,694.96	61,896.38

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
COMM DEV SPEC	HOURLY	18.9977	19.6955	20.4191	21.1692	21.9468	22.7530	23.5889	24.4554	25.3538	26.2851	27.2480
1042	PERIOD	1,519.82	1,575.64	1,633.53	1,693.54	1,755.74	1,820.24	1,887.11	1,956.43	2,028.30	2,102.81	2,179.84
	MONTH	3,292.94	3,413.89	3,539.32	3,669.34	3,804.10	3,943.85	4,088.74	4,238.93	4,394.65	4,556.09	4,722.99
	ANNUAL	39,515.32	40,966.64	42,471.78	44,032.04	45,649.24	47,326.24	49,064.86	50,867.18	52,735.80	54,673.06	56,675.84

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
COMPUTER OPRTR	HOURLY	22.7520	23.3830	24.0316	24.6981	25.3831	26.0871	26.8107	27.5543	28.3185	29.1040	29.9089
1045	PERIOD	1,820.16	1,870.64	1,922.53	1,975.85	2,030.65	2,086.97	2,144.86	2,204.34	2,265.48	2,328.32	2,392.71
	MONTH	3,943.68	4,053.05	4,165.48	4,281.01	4,399.74	4,521.77	4,647.20	4,776.07	4,908.54	5,044.69	5,184.21
	ANNUAL	47,324.16	48,636.64	49,985.78	51,372.10	52,796.90	54,261.22	55,766.36	57,312.84	58,902.48	60,536.32	62,210.46

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
CMP PRGMR AS400	HOURLY	23.6772	24.5999	25.5586	26.5547	27.5896	28.6648	29.7819	30.9426	32.1485	33.4014	34.6995
1050	PERIOD	1,894.18	1,967.99	2,044.69	2,124.38	2,207.17	2,293.18	2,382.55	2,475.41	2,571.88	2,672.11	2,775.96
	MONTH	4,104.06	4,263.98	4,430.16	4,602.82	4,782.20	4,968.56	5,162.19	5,363.39	5,572.41	5,789.57	6,014.58
	ANNUAL	49,248.68	51,167.74	53,161.94	55,233.88	57,386.42	59,622.68	61,946.30	64,360.66	66,868.88	69,474.86	72,174.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
CMPPRGMR-MCRSFT	HOURLY	23.6772	24.5999	25.5586	26.5547	27.5896	28.6648	29.7819	30.9426	32.1485	33.4014	34.6995
1052	PERIOD	1,894.18	1,967.99	2,044.69	2,124.38	2,207.17	2,293.18	2,382.55	2,475.41	2,571.88	2,672.11	2,775.96
	MONTH	4,104.06	4,263.98	4,430.16	4,602.82	4,782.20	4,968.56	5,162.19	5,363.39	5,572.41	5,789.57	6,014.58
	ANNUAL	49,248.68	51,167.74	53,161.94	55,233.88	57,386.42	59,622.68	61,946.30	64,360.66	66,868.88	69,474.86	72,174.96

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
COMPUTER TECH	HOURLY	23.4344	24.0844	24.7525	25.4390	26.1446	26.8698	27.6151	28.3811	29.1683	29.9774	30.8067
1055	PERIOD	1,874.75	1,926.75	1,980.20	2,035.12	2,091.57	2,149.58	2,209.21	2,270.49	2,333.46	2,398.19	2,464.54
	MONTH	4,061.96	4,174.63	4,290.43	4,409.43	4,531.74	4,657.42	4,786.62	4,919.40	5,055.83	5,196.08	5,339.84
	ANNUAL	48,743.50	50,095.50	51,485.20	52,913.12	54,380.82	55,889.08	57,439.46	59,032.74	60,669.96	62,352.94	64,078.04

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
CRIME ANALYST	HOURLY	20.7194	21.4585	22.2240	23.0168	23.8379	24.6882	25.5689	26.4810	27.4257	28.4040	29.4144
0153	PERIOD	1,657.55	1,716.68	1,777.92	1,841.34	1,907.03	1,975.06	2,045.51	2,118.48	2,194.06	2,272.32	2,353.15
	MONTH	3,591.36	3,719.47	3,852.16	3,989.57	4,131.90	4,279.30	4,431.94	4,590.04	4,753.80	4,923.36	5,098.49
	ANNUAL	43,096.30	44,633.68	46,225.92	47,874.84	49,582.78	51,351.56	53,183.26	55,080.48	57,045.56	59,080.32	61,181.90

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
ELEC INSPECTOR	HOURLY	21.7593	22.5342	23.3368	24.1680	25.0287	25.9202	26.8433	27.7994	28.7895	29.8148	30.8738
1065	PERIOD	1,740.74	1,802.74	1,866.94	1,933.44	2,002.30	2,073.62	2,147.46	2,223.95	2,303.16	2,385.18	2,469.90
	MONTH	3,771.60	3,905.94	4,045.04	4,189.12	4,338.32	4,492.84	4,652.83	4,818.56	4,990.18	5,167.89	5,351.45
	ANNUAL	45,259.24	46,871.24	48,540.44	50,269.44	52,059.80	53,914.12	55,833.96	57,822.70	59,882.16	62,014.68	64,217.40

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
EMER MGM COORD	HOURLY	18.7801	19.4521	20.1481	20.8691	21.6158	22.3893	23.1905	24.0203	24.8798	25.7701	26.6898
1070	PERIOD	1,502.41	1,556.17	1,611.85	1,669.53	1,729.26	1,791.14	1,855.24	1,921.62	1,990.38	2,061.61	2,135.18
	MONTH	3,255.22	3,371.70	3,492.34	3,617.32	3,746.73	3,880.80	4,019.69	4,163.51	4,312.49	4,466.82	4,626.22
	ANNUAL	39,062.66	40,460.42	41,908.10	43,407.78	44,960.76	46,569.64	48,236.24	49,962.12	51,749.88	53,601.86	55,514.68

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
ENG TECH PW	HOURLY	21.2585	22.0023	22.7722	23.5690	24.3937	25.2472	26.1307	27.0450	27.9913	28.9707	29.9816
1075	PERIOD	1,700.68	1,760.18	1,821.78	1,885.52	1,951.50	2,019.78	2,090.46	2,163.60	2,239.30	2,317.66	2,398.53
	MONTH	3,684.81	3,813.72	3,947.19	4,085.29	4,228.25	4,376.19	4,529.33	4,687.80	4,851.82	5,021.60	5,196.82
	ANNUAL	44,217.68	45,764.68	47,366.28	49,023.52	50,739.00	52,514.28	54,351.96	56,253.60	58,221.80	60,259.16	62,361.78

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
EVIDENCE TECH	HOURLY	16.5199	17.1612	17.8274	18.5194	19.2383	19.9851	20.7610	21.5669	22.4041	23.2738	24.1747
1080	PERIOD	1,321.59	1,372.90	1,426.19	1,481.55	1,539.06	1,598.81	1,660.88	1,725.35	1,792.33	1,861.90	1,933.98
	MONTH	2,863.45	2,974.62	3,090.08	3,210.03	3,334.63	3,464.09	3,598.57	3,738.26	3,883.38	4,034.12	4,190.29
	ANNUAL	34,361.34	35,695.40	37,080.94	38,520.30	40,015.56	41,569.06	43,182.88	44,859.10	46,600.58	48,409.40	50,283.48

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
FINANCE SECRTRY	HOURLY	16.8826	17.4867	18.1124	18.7605	19.4318	20.1271	20.8473	21.5933	22.3660	23.1663	23.9929
1085	PERIOD	1,350.61	1,398.94	1,448.99	1,500.84	1,554.54	1,610.17	1,667.78	1,727.46	1,789.28	1,853.30	1,919.43
	MONTH	2,926.32	3,031.04	3,139.48	3,251.82	3,368.17	3,488.70	3,613.52	3,742.83	3,876.77	4,015.48	4,158.77
	ANNUAL	35,115.86	36,372.44	37,673.74	39,021.84	40,418.04	41,864.42	43,362.28	44,913.96	46,521.28	48,185.80	49,905.18

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
GIS COORDINATOR	HOURLY	26.5496	27.4647	28.4113	29.3905	30.4034	31.4513	32.5353	33.6566	34.8166	36.0166	37.2543
1090	PERIOD	2,123.97	2,197.18	2,272.90	2,351.24	2,432.27	2,516.10	2,602.82	2,692.53	2,785.33	2,881.33	2,980.34
	MONTH	4,601.94	4,760.56	4,924.62	5,094.35	5,269.92	5,451.55	5,639.44	5,833.82	6,034.88	6,242.88	6,457.40
	ANNUAL	55,223.22	57,126.68	59,095.40	61,132.24	63,239.02	65,418.60	67,673.32	70,005.78	72,418.58	74,914.58	77,488.84

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
MAINT WRK I BLD	HOURLY	16.4879	16.9946	17.5168	18.0551	18.6099	19.1818	19.7712	20.3789	21.0050	21.6505	22.3139
1095	PERIOD	1,319.03	1,359.57	1,401.34	1,444.41	1,488.79	1,534.54	1,581.70	1,630.31	1,680.40	1,732.04	1,785.11
	MONTH	2,857.90	2,945.74	3,036.24	3,129.56	3,225.71	3,324.84	3,427.02	3,532.34	3,640.87	3,752.75	3,867.74
	ANNUAL	34,294.78	35,348.82	36,434.84	37,554.66	38,708.54	39,898.04	41,124.20	42,388.06	43,690.40	45,033.04	46,412.86

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
MAINT WRK I LBR	HOURLY	16.4879	16.9946	17.5168	18.0551	18.6099	19.1818	19.7712	20.3789	21.0050	21.6505	22.3139
1098	PERIOD	1,319.03	1,359.57	1,401.34	1,444.41	1,488.79	1,534.54	1,581.70	1,630.31	1,680.40	1,732.04	1,785.11
	MONTH	2,857.90	2,945.74	3,036.24	3,129.56	3,225.71	3,324.84	3,427.02	3,532.34	3,640.87	3,752.75	3,867.74
	ANNUAL	34,294.78	35,348.82	36,434.84	37,554.66	38,708.54	39,898.04	41,124.20	42,388.06	43,690.40	45,033.04	46,412.86

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
MAINT WRKII BLD	HOURLY	17.3754	17.9123	18.4658	19.0364	19.6246	20.2310	20.8562	21.5007	22.1650	22.8500	23.5542
1100	PERIOD	1,390.03	1,432.98	1,477.26	1,522.91	1,569.97	1,618.48	1,668.50	1,720.06	1,773.20	1,828.00	1,884.34
	MONTH	3,011.73	3,104.79	3,200.73	3,299.64	3,401.60	3,506.71	3,615.08	3,726.80	3,841.93	3,960.67	4,082.74
	ANNUAL	36,140.78	37,257.48	38,408.76	39,595.66	40,819.22	42,080.48	43,381.00	44,721.56	46,103.20	47,528.00	48,992.84

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
MAINT WRKII POL	HOURLY	17.3754	17.9123	18.4658	19.0364	19.6246	20.2310	20.8562	21.5007	22.1650	22.8500	23.5542
1101	PERIOD	1,390.03	1,432.98	1,477.26	1,522.91	1,569.97	1,618.48	1,668.50	1,720.06	1,773.20	1,828.00	1,884.34
	MONTH	3,011.73	3,104.79	3,200.73	3,299.64	3,401.60	3,506.71	3,615.08	3,726.80	3,841.93	3,960.67	4,082.74
	ANNUAL	36,140.78	37,257.48	38,408.76	39,595.66	40,819.22	42,080.48	43,381.00	44,721.56	46,103.20	47,528.00	48,992.84

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
ADMIN ASST -PARKS REC	HOURLY	18.7801	19.4522	20.1482	20.8692	21.6159	22.3894	23.1906	24.0204	24.8799	25.7702	26.6898
1105	PERIOD	1,502.41	1,556.18	1,611.86	1,669.54	1,729.27	1,791.15	1,855.25	1,921.63	1,990.39	2,061.62	2,135.18
	MONTH	3,255.22	3,371.72	3,492.36	3,617.34	3,746.75	3,880.83	4,019.71	4,163.53	4,312.51	4,466.84	4,626.22
	ANNUAL	39,062.66	40,460.68	41,908.36	43,408.04	44,961.02	46,569.90	48,236.50	49,962.38	51,750.14	53,602.12	55,514.68

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
PLANNING SECR	HOURLY	16.8826	17.4867	18.1124	18.7605	19.4318	20.1271	20.8473	21.5933	22.3660	23.1663	23.9929
1110	PERIOD	1,350.61	1,398.94	1,448.99	1,500.84	1,554.54	1,610.17	1,667.78	1,727.46	1,789.28	1,853.30	1,919.43
	MONTH	2,926.32	3,031.04	3,139.48	3,251.82	3,368.17	3,488.70	3,613.52	3,742.83	3,876.77	4,015.48	4,158.77
	ANNUAL	35,115.86	36,372.44	37,673.74	39,021.84	40,418.04	41,864.42	43,362.28	44,913.96	46,521.28	48,185.80	49,905.18

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
PLN TCH-PLN/PCC	HOURLY	23.2256	24.0528	24.9094	25.7966	26.7154	27.6669	28.6523	29.6728	30.7296	31.8241	32.6774
1115	PERIOD	1,858.05	1,924.22	1,992.75	2,063.73	2,137.23	2,213.35	2,292.18	2,373.82	2,458.37	2,545.93	2,614.19
	MONTH	4,025.78	4,169.14	4,317.63	4,471.42	4,630.67	4,795.59	4,966.39	5,143.28	5,326.47	5,516.18	5,664.08
	ANNUAL	48,309.30	50,029.72	51,811.50	53,656.98	55,567.98	57,547.10	59,596.68	61,719.32	63,917.62	66,194.18	67,968.94

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
PLANS EXAMINER	HOURLY	22.5088	23.3104	24.1407	25.0005	25.8909	26.8130	27.7680	28.7570	29.7812	30.8419	31.9374
1120	PERIOD	1,800.70	1,864.83	1,931.26	2,000.04	2,071.27	2,145.04	2,221.44	2,300.56	2,382.50	2,467.35	2,554.99
	MONTH	3,901.52	4,040.47	4,184.40	4,333.42	4,487.75	4,647.59	4,813.12	4,984.55	5,162.08	5,345.93	5,535.81
	ANNUAL	46,818.20	48,485.58	50,212.76	52,001.04	53,853.02	55,771.04	57,757.44	59,814.56	61,945.00	64,151.10	66,429.74

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
PLUMB INSP BKFL	HOURLY	21.7593	22.5342	23.3368	24.1680	25.0287	25.9202	26.8433	27.7994	28.7895	29.8148	30.8738
1125	PERIOD	1,740.74	1,802.74	1,866.94	1,933.44	2,002.30	2,073.62	2,147.46	2,223.95	2,303.16	2,385.18	2,469.90
	MONTH	3,771.60	3,905.94	4,045.04	4,189.12	4,338.32	4,492.84	4,652.83	4,818.56	4,990.18	5,167.89	5,351.45
	ANNUAL	45,259.24	46,871.24	48,540.44	50,269.44	52,059.80	53,914.12	55,833.96	57,822.70	59,882.16	62,014.68	64,217.40

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
PLUMB INSP BLDG	HOURLY	21.7593	22.5342	23.3368	24.1680	25.0287	25.9202	26.8433	27.7994	28.7895	29.8148	30.8738
1127	PERIOD	1,740.74	1,802.74	1,866.94	1,933.44	2,002.30	2,073.62	2,147.46	2,223.95	2,303.16	2,385.18	2,469.90
	MONTH	3,771.60	3,905.94	4,045.04	4,189.12	4,338.32	4,492.84	4,652.83	4,818.56	4,990.18	5,167.89	5,351.45
	ANNUAL	45,259.24	46,871.24	48,540.44	50,269.44	52,059.80	53,914.12	55,833.96	57,822.70	59,882.16	62,014.68	64,217.40

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
POL REC CLRK	HOURLY	15.1442	15.6536	16.1850	16.7242	17.2867	17.8681	18.4691	19.0902	19.7323	20.3959	21.0800
1130	PERIOD	1,211.54	1,252.29	1,294.80	1,337.94	1,382.94	1,429.45	1,477.53	1,527.22	1,578.58	1,631.67	1,686.40
	MONTH	2,625.00	2,713.30	2,805.40	2,898.87	2,996.37	3,097.14	3,201.32	3,308.98	3,420.26	3,535.29	3,653.87
	ANNUAL	31,500.04	32,559.54	33,664.80	34,786.44	35,956.44	37,165.70	38,415.78	39,707.72	41,043.08	42,423.42	43,846.40

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
ACCTS PAY CLERK	HOURLY	17.1226	17.7671	18.4358	19.1296	19.8496	20.5967	21.3719	22.1763	23.0109	23.8770	24.7731
1135	PERIOD	1,369.81	1,421.37	1,474.86	1,530.37	1,587.97	1,647.74	1,709.75	1,774.10	1,840.87	1,910.16	1,981.85
	MONTH	2,967.92	3,079.64	3,195.53	3,315.80	3,440.60	3,570.10	3,704.46	3,843.88	3,988.55	4,138.68	4,294.01
	ANNUAL	35,615.06	36,955.62	38,346.36	39,789.62	41,287.22	42,841.24	44,453.50	46,126.60	47,862.62	49,664.16	51,528.10

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
SHOOTRANGE OPER	HOURLY	22.8260	23.5311	24.2581	25.0076	25.7802	26.5766	27.3977	28.2441	29.1167	30.0162	30.9411
1140	PERIOD	1,826.08	1,882.49	1,940.65	2,000.61	2,062.42	2,126.13	2,191.82	2,259.53	2,329.34	2,401.30	2,475.29
	MONTH	3,956.51	4,078.73	4,204.74	4,334.66	4,468.58	4,606.62	4,748.94	4,895.65	5,046.90	5,202.82	5,363.13
	ANNUAL	47,478.08	48,944.74	50,456.90	52,015.86	53,622.92	55,279.38	56,987.32	58,747.78	60,562.84	62,433.80	64,357.54

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
STORMWATER TECH	HOURLY	21.5743	22.3292	23.1105	23.9192	24.7561	25.6224	26.5189	27.4468	28.4072	29.4012	30.4270
1145	PERIOD	1,725.94	1,786.34	1,848.84	1,913.54	1,980.49	2,049.79	2,121.51	2,195.74	2,272.58	2,352.10	2,434.16
	MONTH	3,739.54	3,870.40	4,005.82	4,146.00	4,291.06	4,441.21	4,596.61	4,757.44	4,923.92	5,096.22	5,274.01
	ANNUAL	44,874.44	46,444.84	48,069.84	49,752.04	51,492.74	53,294.54	55,159.26	57,089.24	59,087.08	61,154.60	63,288.16

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
UTIL SECR ADM	HOURLY	16.8826	17.4867	18.1124	18.7605	19.4318	20.1271	20.8473	21.5933	22.3660	23.1663	23.9929
1150	PERIOD	1,350.61	1,398.94	1,448.99	1,500.84	1,554.54	1,610.17	1,667.78	1,727.46	1,789.28	1,853.30	1,919.43
	MONTH	2,926.32	3,031.04	3,139.48	3,251.82	3,368.17	3,488.70	3,613.52	3,742.83	3,876.77	4,015.48	4,158.77
	ANNUAL	35,115.86	36,372.44	37,673.74	39,021.84	40,418.04	41,864.42	43,362.28	44,913.96	46,521.28	48,185.80	49,905.18

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
UTIL SECR BURD	HOURLY	16.8826	17.4867	18.1124	18.7605	19.4318	20.1271	20.8473	21.5933	22.3660	23.1663	23.9929
1152	PERIOD	1,350.61	1,398.94	1,448.99	1,500.84	1,554.54	1,610.17	1,667.78	1,727.46	1,789.28	1,853.30	1,919.43
	MONTH	2,926.32	3,031.04	3,139.48	3,251.82	3,368.17	3,488.70	3,613.52	3,742.83	3,876.77	4,015.48	4,158.77
	ANNUAL	35,115.86	36,372.44	37,673.74	39,021.84	40,418.04	41,864.42	43,362.28	44,913.96	46,521.28	48,185.80	49,905.18

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
UTIL SECR PCC	HOURLY	16.8826	17.4867	18.1124	18.7605	19.4318	20.1271	20.8473	21.5933	22.3660	23.1663	23.9929
1155	PERIOD	1,350.61	1,398.94	1,448.99	1,500.84	1,554.54	1,610.17	1,667.78	1,727.46	1,789.28	1,853.30	1,919.43
	MONTH	2,926.32	3,031.04	3,139.48	3,251.82	3,368.17	3,488.70	3,613.52	3,742.83	3,876.77	4,015.48	4,158.77
	ANNUAL	35,115.86	36,372.44	37,673.74	39,021.84	40,418.04	41,864.42	43,362.28	44,913.96	46,521.28	48,185.80	49,905.18

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
UTIL SECR PGS	HOURLY	16.8826	17.4867	18.1124	18.7605	19.4318	20.1271	20.8473	21.5933	22.3660	23.1663	23.9929
1157	PERIOD	1,350.61	1,398.94	1,448.99	1,500.84	1,554.54	1,610.17	1,667.78	1,727.46	1,789.28	1,853.30	1,919.43
	MONTH	2,926.32	3,031.04	3,139.48	3,251.82	3,368.17	3,488.70	3,613.52	3,742.83	3,876.77	4,015.48	4,158.77
	ANNUAL	35,115.86	36,372.44	37,673.74	39,021.84	40,418.04	41,864.42	43,362.28	44,913.96	46,521.28	48,185.80	49,905.18

YEAR 4 - EXHIBIT D

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
ACCT TECH STR	HOURLY	19.2314	19.7952	20.3755	20.9728	21.5876	22.2204	22.8718	23.5423	24.2324	24.9428	25.6718
1005	PERIOD	1,538.51	1,583.62	1,630.04	1,677.82	1,727.01	1,777.63	1,829.74	1,883.38	1,938.59	1,995.42	2,053.74
	MONTH	3,333.44	3,431.18	3,531.75	3,635.28	3,741.86	3,851.53	3,964.44	4,080.66	4,200.28	4,323.41	4,449.77
	ANNUAL	40,001.26	41,174.12	42,381.04	43,623.32	44,902.26	46,218.38	47,573.24	48,967.88	50,403.34	51,880.92	53,397.24

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
ADMIN ASST FIRE	HOURLY	20.0426	20.7788	21.5422	22.3335	23.1539	24.0044	24.8863	25.8004	26.7483	27.7308	28.7466
1010	PERIOD	1,603.41	1,662.30	1,723.38	1,786.68	1,852.31	1,920.35	1,990.90	2,064.03	2,139.86	2,218.46	2,299.73
	MONTH	3,474.06	3,601.65	3,733.99	3,871.14	4,013.34	4,160.76	4,313.62	4,472.07	4,636.36	4,806.66	4,982.75
	ANNUAL	41,688.66	43,219.80	44,807.88	46,453.68	48,160.06	49,929.10	51,763.40	53,664.78	55,636.36	57,679.96	59,792.98

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
ADMIN ASST PW	HOURLY	20.0426	20.7788	21.5422	22.3335	23.1539	24.0044	24.8863	25.8004	26.7483	27.7308	28.7466
1012	PERIOD	1,603.41	1,662.30	1,723.38	1,786.68	1,852.31	1,920.35	1,990.90	2,064.03	2,139.86	2,218.46	2,299.73
	MONTH	3,474.06	3,601.65	3,733.99	3,871.14	4,013.34	4,160.76	4,313.62	4,472.07	4,636.36	4,806.66	4,982.75
	ANNUAL	41,688.66	43,219.80	44,807.88	46,453.68	48,160.06	49,929.10	51,763.40	53,664.78	55,636.36	57,679.96	59,792.98

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
ADMIN ASST UTIL	HOURLY	20.0426	20.7788	21.5422	22.3335	23.1539	24.0044	24.8863	25.8004	26.7483	27.7308	28.7466
1015	PERIOD	1,603.41	1,662.30	1,723.38	1,786.68	1,852.31	1,920.35	1,990.90	2,064.03	2,139.86	2,218.46	2,299.73
	MONTH	3,474.06	3,601.65	3,733.99	3,871.14	4,013.34	4,160.76	4,313.62	4,472.07	4,636.36	4,806.66	4,982.75
	ANNUAL	41,688.66	43,219.80	44,807.88	46,453.68	48,160.06	49,929.10	51,763.40	53,664.78	55,636.36	57,679.96	59,792.98

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
AUDIO VIDEO TEC	HOURLY	19.8525	20.5477	21.2672	22.0121	22.7829	23.5808	24.4065	25.2613	26.1459	27.0615	28.0067
1020	PERIOD	1,588.20	1,643.82	1,701.38	1,760.97	1,822.63	1,886.46	1,952.52	2,020.90	2,091.67	2,164.92	2,240.54
	MONTH	3,441.10	3,561.61	3,686.32	3,815.44	3,949.03	4,087.33	4,230.46	4,378.62	4,531.95	4,690.66	4,854.50
	ANNUAL	41,293.20	42,739.32	44,235.88	45,785.22	47,388.38	49,047.96	50,765.52	52,543.40	54,383.42	56,287.92	58,254.04

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
BLDG INSPECTOR	HOURLY	22.3577	23.1539	23.9786	24.8326	25.7170	26.6330	27.5815	28.5639	29.5812	30.6347	31.7228
1025	PERIOD	1,788.62	1,852.31	1,918.29	1,986.61	2,057.36	2,130.64	2,206.52	2,285.11	2,366.50	2,450.78	2,537.82
	MONTH	3,875.34	4,013.34	4,156.30	4,304.32	4,457.61	4,616.39	4,780.79	4,951.07	5,127.42	5,310.02	5,498.61
	ANNUAL	46,504.12	48,160.06	49,875.54	51,651.86	53,491.36	55,396.64	57,369.52	59,412.86	61,529.00	63,720.28	65,983.32

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
BLDG SECRETARY	HOURLY	17.4735	18.0987	18.7463	19.4171	20.1119	20.8315	21.5770	22.3491	23.1488	23.9771	24.8327
1030	PERIOD	1,397.88	1,447.90	1,499.70	1,553.37	1,608.95	1,666.52	1,726.16	1,787.93	1,851.90	1,918.17	1,986.62
	MONTH	3,028.74	3,137.12	3,249.35	3,365.64	3,486.06	3,610.79	3,740.01	3,873.85	4,012.45	4,156.04	4,304.34
	ANNUAL	36,344.88	37,645.40	38,992.20	40,387.62	41,832.70	43,329.52	44,880.16	46,486.18	48,149.40	49,872.42	51,652.12

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
PBL SFTY DSPTCH	HOURLY	16.9834	17.6395	18.3209	19.0287	19.7638	20.5273	21.3202	22.1439	22.9994	23.8878	24.8081
1035	PERIOD	1,358.67	1,411.16	1,465.67	1,522.30	1,581.10	1,642.18	1,705.62	1,771.51	1,839.95	1,911.02	1,984.65
	MONTH	2,943.79	3,057.51	3,175.62	3,298.32	3,425.72	3,558.06	3,695.51	3,838.27	3,986.56	4,140.54	4,300.08
	ANNUAL	35,325.42	36,690.16	38,107.42	39,579.80	41,108.60	42,696.68	44,346.12	46,059.26	47,838.70	49,686.52	51,600.90

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
PBL SFTY DS/911	HOURLY	16.9834	17.6395	18.3209	19.0287	19.7638	20.5273	21.3202	22.1439	22.9994	23.8878	24.8081
1037	PERIOD	1,358.67	1,411.16	1,465.67	1,522.30	1,581.10	1,642.18	1,705.62	1,771.51	1,839.95	1,911.02	1,984.65
	MONTH	2,943.79	3,057.51	3,175.62	3,298.32	3,425.72	3,558.06	3,695.51	3,838.27	3,986.56	4,140.54	4,300.08
	ANNUAL	35,325.42	36,690.16	38,107.42	39,579.80	41,108.60	42,696.68	44,346.12	46,059.26	47,838.70	49,686.52	51,600.90

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
PBLSFTY DS/WRLS	HOURLY	16.9834	17.6395	18.3209	19.0287	19.7638	20.5273	21.3202	22.1439	22.9994	23.8878	24.8081
1038	PERIOD	1,358.67	1,411.16	1,465.67	1,522.30	1,581.10	1,642.18	1,705.62	1,771.51	1,839.95	1,911.02	1,984.65
	MONTH	2,943.79	3,057.51	3,175.62	3,298.32	3,425.72	3,558.06	3,695.51	3,838.27	3,986.56	4,140.54	4,300.08
	ANNUAL	35,325.42	36,690.16	38,107.42	39,579.80	41,108.60	42,696.68	44,346.12	46,059.26	47,838.70	49,686.52	51,600.90

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
COMM DEV ADMNST	HOURLY	21.8869	22.6965	23.5360	24.4066	25.3095	26.2456	27.2165	28.2232	29.2672	30.3497	31.4690
1040	PERIOD	1,750.95	1,815.72	1,882.88	1,952.53	2,024.76	2,099.65	2,177.32	2,257.86	2,341.38	2,427.98	2,517.52
	MONTH	3,793.73	3,934.06	4,079.57	4,230.48	4,386.98	4,549.24	4,717.53	4,892.03	5,072.99	5,260.62	5,454.63
	ANNUAL	45,524.70	47,208.72	48,954.88	50,765.78	52,643.76	54,590.90	56,610.32	58,704.36	60,875.88	63,127.48	65,455.52

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
COMM DEV SPEC	HOURLY	20.0901	20.8280	21.5932	22.3864	23.2087	24.0613	24.9453	25.8616	26.8116	27.7965	28.8148
1042	PERIOD	1,607.21	1,666.24	1,727.46	1,790.91	1,856.70	1,924.90	1,995.62	2,068.93	2,144.93	2,223.72	2,305.18
	MONTH	3,482.29	3,610.19	3,742.83	3,880.31	4,022.85	4,170.62	4,323.84	4,482.68	4,647.35	4,818.06	4,994.56
	ANNUAL	41,787.46	43,322.24	44,913.96	46,563.66	48,274.20	50,047.40	51,886.12	53,792.18	55,768.18	57,816.72	59,934.68

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
COMPUTER OPRTR	HOURLY	23.8896	24.5522	25.2332	25.9330	26.6523	27.3915	28.1512	28.9320	29.7344	30.5592	31.4043
1045	PERIOD	1,911.17	1,964.18	2,018.66	2,074.64	2,132.18	2,191.32	2,252.10	2,314.56	2,378.75	2,444.74	2,512.34
	MONTH	4,140.87	4,255.72	4,373.76	4,495.05	4,619.72	4,747.86	4,879.55	5,014.88	5,153.96	5,296.94	5,443.40
	ANNUAL	49,690.42	51,068.68	52,485.16	53,940.64	55,436.68	56,974.32	58,554.60	60,178.56	61,847.50	63,563.24	65,320.84

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
CMP PRGMR AS400	HOURLY	24.1507	25.0919	26.0698	27.0858	28.1414	29.2381	30.3776	31.5615	32.7915	34.0694	35.3935
1050	PERIOD	1,932.06	2,007.35	2,085.58	2,166.86	2,251.31	2,339.05	2,430.21	2,524.92	2,623.32	2,725.55	2,831.48
	MONTH	4,186.13	4,349.26	4,518.76	4,694.86	4,877.84	5,067.94	5,265.46	5,470.66	5,683.86	5,905.36	6,134.87
	ANNUAL	50,233.56	52,191.10	54,225.08	56,338.36	58,534.06	60,815.30	63,185.46	65,647.92	68,206.32	70,864.30	73,618.48

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
CMPPRGMR-MCRSFT	HOURLY	24.1507	25.0919	26.0698	27.0858	28.1414	29.2381	30.3776	31.5615	32.7915	34.0694	35.3935
1052	PERIOD	1,932.06	2,007.35	2,085.58	2,166.86	2,251.31	2,339.05	2,430.21	2,524.92	2,623.32	2,725.55	2,831.48
	MONTH	4,186.13	4,349.26	4,518.76	4,694.86	4,877.84	5,067.94	5,265.46	5,470.66	5,683.86	5,905.36	6,134.87
	ANNUAL	50,233.56	52,191.10	54,225.08	56,338.36	58,534.06	60,815.30	63,185.46	65,647.92	68,206.32	70,864.30	73,618.48

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
COMPUTER TECH	HOURLY	24.6061	25.2886	25.9901	26.7110	27.4518	28.2133	28.9959	29.8002	30.6267	31.4763	32.3470
1055	PERIOD	1,968.49	2,023.09	2,079.21	2,136.88	2,196.14	2,257.06	2,319.67	2,384.02	2,450.14	2,518.10	2,587.76
	MONTH	4,265.06	4,383.36	4,504.96	4,629.91	4,758.30	4,890.30	5,025.95	5,165.38	5,308.64	5,455.88	5,606.81
	ANNUAL	51,180.74	52,600.34	54,059.46	55,558.88	57,099.64	58,683.56	60,311.42	61,984.52	63,703.64	65,470.60	67,281.76

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
CRIME ANALYST	HOURLY	21.6518	22.4241	23.2241	24.0526	24.9106	25.7992	26.7195	27.6726	28.6599	29.6822	30.7380
0153	PERIOD	1,732.14	1,793.93	1,857.93	1,924.21	1,992.85	2,063.94	2,137.56	2,213.81	2,292.79	2,374.58	2,459.04
	MONTH	3,752.97	3,886.85	4,025.52	4,169.12	4,317.84	4,471.87	4,631.38	4,796.59	4,967.71	5,144.92	5,327.92
	ANNUAL	45,035.64	46,642.18	48,306.18	50,029.46	51,814.10	53,662.44	55,576.56	57,559.06	59,612.54	61,739.08	63,935.04

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
ELEC INSPECTOR	HOURLY	22.3577	23.1539	23.9786	24.8326	25.7170	26.6330	27.5815	28.5639	29.5812	30.6347	31.7228
1065	PERIOD	1,788.62	1,852.31	1,918.29	1,986.61	2,057.36	2,130.64	2,206.52	2,285.11	2,366.50	2,450.78	2,537.82
	MONTH	3,875.34	4,013.34	4,156.30	4,304.32	4,457.61	4,616.39	4,780.79	4,951.07	5,127.42	5,310.02	5,498.61
	ANNUAL	46,504.12	48,160.06	49,875.54	51,651.86	53,491.36	55,396.64	57,369.52	59,412.86	61,529.00	63,720.28	65,983.32

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
EMER MGM COORD	HOURLY	20.0426	20.7788	21.5422	22.3335	23.1539	24.0044	24.8863	25.8004	26.7483	27.7308	28.7466
1070	PERIOD	1,603.41	1,662.30	1,723.38	1,786.68	1,852.31	1,920.35	1,990.90	2,064.03	2,139.86	2,218.46	2,299.73
	MONTH	3,474.06	3,601.65	3,733.99	3,871.14	4,013.34	4,160.76	4,313.62	4,472.07	4,636.36	4,806.66	4,982.75
	ANNUAL	41,688.66	43,219.80	44,807.88	46,453.68	48,160.06	49,929.10	51,763.40	53,664.78	55,636.36	57,679.96	59,792.98

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
ENG TECH PW	HOURLY	21.6837	22.4423	23.2276	24.0404	24.8816	25.7521	26.6533	27.5859	28.5511	29.5501	30.5812
1075	PERIOD	1,734.70	1,795.38	1,858.21	1,923.23	1,990.53	2,060.17	2,132.26	2,206.87	2,284.09	2,364.01	2,446.50
	MONTH	3,758.52	3,889.99	4,026.12	4,167.00	4,312.82	4,463.70	4,619.90	4,781.55	4,948.86	5,122.02	5,300.75
	ANNUAL	45,102.20	46,679.88	48,313.46	50,003.98	51,753.78	53,564.42	55,438.76	57,378.62	59,386.34	61,464.26	63,609.00

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
EVIDENCE TECH	HOURLY	17.0568	17.7189	18.4068	19.1213	19.8635	20.6346	21.4357	22.2678	23.1322	24.0302	24.9604
1080	PERIOD	1,364.54	1,417.51	1,472.54	1,529.70	1,589.08	1,650.77	1,714.86	1,781.42	1,850.58	1,922.42	1,996.83
	MONTH	2,956.50	3,071.27	3,190.50	3,314.35	3,443.01	3,576.67	3,715.53	3,859.74	4,009.59	4,165.24	4,326.47
	ANNUAL	35,478.04	36,855.26	38,286.04	39,772.20	41,316.08	42,920.02	44,586.36	46,316.92	48,115.08	49,982.92	51,917.58

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
FINANCE SECRTRY	HOURLY	17.4735	18.0987	18.7463	19.4171	20.1119	20.8315	21.5770	22.3491	23.1488	23.9771	24.8327
1085	PERIOD	1,397.88	1,447.90	1,499.70	1,553.37	1,608.95	1,666.52	1,726.16	1,787.93	1,851.90	1,918.17	1,986.62
	MONTH	3,028.74	3,137.12	3,249.35	3,365.64	3,486.06	3,610.79	3,740.01	3,873.85	4,012.45	4,156.04	4,304.34
	ANNUAL	36,344.88	37,645.40	38,992.20	40,387.62	41,832.70	43,329.52	44,880.16	46,486.18	48,149.40	49,872.42	51,652.12

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
GIS COORDINATOR	HOURLY	27.8771	28.8379	29.8319	30.8600	31.9236	33.0239	34.1621	35.3394	36.5574	37.8174	39.1170
1090	PERIOD	2,230.17	2,307.03	2,386.55	2,468.80	2,553.89	2,641.91	2,732.97	2,827.15	2,924.59	3,025.39	3,129.36
	MONTH	4,832.04	4,998.57	5,170.86	5,349.07	5,533.43	5,724.14	5,921.44	6,125.49	6,336.61	6,555.01	6,780.28
	ANNUAL	57,984.42	59,982.78	62,050.30	64,188.80	66,401.14	68,689.66	71,057.22	73,505.90	76,039.34	78,660.14	81,363.36

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
MAINT WRK I BLD	HOURLY	16.8177	17.3345	17.8671	18.4162	18.9821	19.5654	20.1666	20.7865	21.4251	22.0835	22.7602
1095	PERIOD	1,345.42	1,386.76	1,429.37	1,473.30	1,518.57	1,565.23	1,613.33	1,662.92	1,714.01	1,766.68	1,820.82
	MONTH	2,915.08	3,004.65	3,096.97	3,192.15	3,290.24	3,391.33	3,495.55	3,602.99	3,713.69	3,827.81	3,945.11
	ANNUAL	34,980.92	36,055.76	37,163.62	38,305.80	39,482.82	40,695.98	41,946.58	43,235.92	44,564.26	45,933.68	47,341.32

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
MAINT WRK I LBR	HOURLY	16.8177	17.3345	17.8671	18.4162	18.9821	19.5654	20.1666	20.7865	21.4251	22.0835	22.7602
1098	PERIOD	1,345.42	1,386.76	1,429.37	1,473.30	1,518.57	1,565.23	1,613.33	1,662.92	1,714.01	1,766.68	1,820.82
	MONTH	2,915.08	3,004.65	3,096.97	3,192.15	3,290.24	3,391.33	3,495.55	3,602.99	3,713.69	3,827.81	3,945.11
	ANNUAL	34,980.92	36,055.76	37,163.62	38,305.80	39,482.82	40,695.98	41,946.58	43,235.92	44,564.26	45,933.68	47,341.32

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
MAINT WRKII BLD	HOURLY	17.7229	18.2705	18.8351	19.4171	20.0171	20.6356	21.2733	21.9307	22.6083	23.3070	24.0253
1100	PERIOD	1,417.83	1,461.64	1,506.81	1,553.37	1,601.37	1,650.85	1,701.86	1,754.46	1,808.66	1,864.56	1,922.02
	MONTH	3,071.97	3,166.89	3,264.76	3,365.64	3,469.64	3,576.84	3,687.36	3,801.33	3,918.76	4,039.88	4,164.38
	ANNUAL	36,863.58	38,002.64	39,177.06	40,387.62	41,635.62	42,922.10	44,248.36	45,615.96	47,025.16	48,478.56	49,972.52

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
MAINT WRKII POL	HOURLY	17.7229	18.2705	18.8351	19.4171	20.0171	20.6356	21.2733	21.9307	22.6083	23.3070	24.0253
1101	PERIOD	1,417.83	1,461.64	1,506.81	1,553.37	1,601.37	1,650.85	1,701.86	1,754.46	1,808.66	1,864.56	1,922.02
	MONTH	3,071.97	3,166.89	3,264.76	3,365.64	3,469.64	3,576.84	3,687.36	3,801.33	3,918.76	4,039.88	4,164.38
	ANNUAL	36,863.58	38,002.64	39,177.06	40,387.62	41,635.62	42,922.10	44,248.36	45,615.96	47,025.16	48,478.56	49,972.52

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
ADMIN ASST -PARKS REC	HOURLY	20.0426	20.7788	21.5422	22.3335	23.1539	24.0044	24.8863	25.8004	26.7483	27.7308	28.7466
1105	PERIOD	1,603.41	1,662.30	1,723.38	1,786.68	1,852.31	1,920.35	1,990.90	2,064.03	2,139.86	2,218.46	2,299.73
	MONTH	3,474.06	3,601.65	3,733.99	3,871.14	4,013.34	4,160.76	4,313.62	4,472.07	4,636.36	4,806.66	4,982.75
	ANNUAL	41,688.66	43,219.80	44,807.88	46,453.68	48,160.06	49,929.10	51,763.40	53,664.78	55,636.36	57,679.96	59,792.98

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
PLANNING SECR	HOURLY	17.4735	18.0987	18.7463	19.4171	20.1119	20.8315	21.5770	22.3491	23.1488	23.9771	24.8327
1110	PERIOD	1,397.88	1,447.90	1,499.70	1,553.37	1,608.95	1,666.52	1,726.16	1,787.93	1,851.90	1,918.17	1,986.62
	MONTH	3,028.74	3,137.12	3,249.35	3,365.64	3,486.06	3,610.79	3,740.01	3,873.85	4,012.45	4,156.04	4,304.34
	ANNUAL	36,344.88	37,645.40	38,992.20	40,387.62	41,832.70	43,329.52	44,880.16	46,486.18	48,149.40	49,872.42	51,652.12

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
PLN TCH-PLN/PCC	HOURLY	24.0966	24.9548	25.8435	26.7640	27.7172	28.7044	29.7268	30.7855	31.8820	33.0175	33.9028
1115	PERIOD	1,927.73	1,996.38	2,067.48	2,141.12	2,217.38	2,296.35	2,378.14	2,462.84	2,550.56	2,641.40	2,712.22
	MONTH	4,176.75	4,325.49	4,479.54	4,639.09	4,804.32	4,975.43	5,152.64	5,336.15	5,526.21	5,723.03	5,876.48
	ANNUAL	50,120.98	51,905.88	53,754.48	55,669.12	57,651.88	59,705.10	61,831.64	64,033.84	66,314.56	68,676.40	70,517.72

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
PLANS EXAMINER	HOURLY	23.3529	24.1845	25.0460	25.9380	26.8618	27.8185	28.8093	29.8354	30.8980	31.9985	33.1351
1120	PERIOD	1,868.23	1,934.76	2,003.68	2,075.04	2,148.94	2,225.48	2,304.74	2,386.83	2,471.84	2,559.88	2,650.81
	MONTH	4,047.83	4,191.98	4,341.31	4,495.92	4,656.04	4,821.87	4,993.60	5,171.47	5,355.65	5,546.41	5,743.42
	ANNUAL	48,573.98	50,303.76	52,095.68	53,951.04	55,872.44	57,862.48	59,923.24	62,057.58	64,267.84	66,556.88	68,921.06

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
PLUMB INSP BKFL	HOURLY	22.3577	23.1539	23.9786	24.8326	25.7170	26.6330	27.5815	28.5639	29.5812	30.6347	31.7228
1125	PERIOD	1,788.62	1,852.31	1,918.29	1,986.61	2,057.36	2,130.64	2,206.52	2,285.11	2,366.50	2,450.78	2,537.82
	MONTH	3,875.34	4,013.34	4,156.30	4,304.32	4,457.61	4,616.39	4,780.79	4,951.07	5,127.42	5,310.02	5,498.61
	ANNUAL	46,504.12	48,160.06	49,875.54	51,651.86	53,491.36	55,396.64	57,369.52	59,412.86	61,529.00	63,720.28	65,983.32

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
PLUMB INSP BLDG	HOURLY	22.3577	23.1539	23.9786	24.8326	25.7170	26.6330	27.5815	28.5639	29.5812	30.6347	31.7228
1127	PERIOD	1,788.62	1,852.31	1,918.29	1,986.61	2,057.36	2,130.64	2,206.52	2,285.11	2,366.50	2,450.78	2,537.82
	MONTH	3,875.34	4,013.34	4,156.30	4,304.32	4,457.61	4,616.39	4,780.79	4,951.07	5,127.42	5,310.02	5,498.61
	ANNUAL	46,504.12	48,160.06	49,875.54	51,651.86	53,491.36	55,396.64	57,369.52	59,412.86	61,529.00	63,720.28	65,983.32

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
POL REC CLRK	HOURLY	15.6742	16.2015	16.7515	17.3095	17.8917	18.4935	19.1155	19.7584	20.4229	21.1098	21.8178
1130	PERIOD	1,253.94	1,296.12	1,340.12	1,384.76	1,431.34	1,479.48	1,529.24	1,580.67	1,633.83	1,688.78	1,745.42
	MONTH	2,716.87	2,808.26	2,903.59	3,000.31	3,101.24	3,205.54	3,313.35	3,424.79	3,539.97	3,659.02	3,781.74
	ANNUAL	32,602.44	33,699.12	34,843.12	36,003.76	37,214.84	38,466.48	39,760.24	41,097.42	42,479.58	43,908.28	45,380.92

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
ACCTS PAY CLERK	HOURLY	17.7219	18.3889	19.0811	19.7991	20.5443	21.3176	22.1199	22.9525	23.8163	24.7127	25.6402
1135	PERIOD	1,417.75	1,471.11	1,526.49	1,583.93	1,643.54	1,705.41	1,769.59	1,836.20	1,905.30	1,977.02	2,051.22
	MONTH	3,071.79	3,187.41	3,307.40	3,431.85	3,561.00	3,695.06	3,834.11	3,978.43	4,128.15	4,283.54	4,444.31
	ANNUAL	36,861.50	38,248.86	39,688.74	41,182.18	42,732.04	44,340.66	46,009.34	47,741.20	49,537.80	51,402.52	53,331.72

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
SHOOTRANGE OPER	HOURLY	23.3967	24.1194	24.8646	25.6328	26.4247	27.2410	28.0826	28.9502	29.8446	30.7666	31.7146
1140	PERIOD	1,871.74	1,929.55	1,989.17	2,050.62	2,113.98	2,179.28	2,246.61	2,316.02	2,387.57	2,461.33	2,537.17
	MONTH	4,055.44	4,180.69	4,309.87	4,443.01	4,580.29	4,721.77	4,867.66	5,018.04	5,173.07	5,332.88	5,497.20
	ANNUAL	48,665.24	50,168.30	51,718.42	53,316.12	54,963.48	56,661.28	58,411.86	60,216.52	62,076.82	63,994.58	65,966.42

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
STORMWATER TECH	HOURLY	22.0597	22.8316	23.6305	24.4574	25.3131	26.1989	27.1156	28.0644	29.0464	30.0627	31.1116
1145	PERIOD	1,764.78	1,826.53	1,890.44	1,956.59	2,025.05	2,095.91	2,169.25	2,245.15	2,323.71	2,405.02	2,488.93
	MONTH	3,823.69	3,957.48	4,095.95	4,239.28	4,387.61	4,541.14	4,700.04	4,864.49	5,034.71	5,210.88	5,392.68
	ANNUAL	45,884.28	47,489.78	49,151.44	50,871.34	52,651.30	54,493.66	56,400.50	58,373.90	60,416.46	62,530.52	64,712.18

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
UTIL SECR ADM	HOURLY	17.4735	18.0987	18.7463	19.4171	20.1119	20.8315	21.5770	22.3491	23.1488	23.9771	24.8327
1150	PERIOD	1,397.88	1,447.90	1,499.70	1,553.37	1,608.95	1,666.52	1,726.16	1,787.93	1,851.90	1,918.17	1,986.62
	MONTH	3,028.74	3,137.12	3,249.35	3,365.64	3,486.06	3,610.79	3,740.01	3,873.85	4,012.45	4,156.04	4,304.34
	ANNUAL	36,344.88	37,645.40	38,992.20	40,387.62	41,832.70	43,329.52	44,880.16	46,486.18	48,149.40	49,872.42	51,652.12

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
UTIL SECR BURD	HOURLY	17.4735	18.0987	18.7463	19.4171	20.1119	20.8315	21.5770	22.3491	23.1488	23.9771	24.8327
1152	PERIOD	1,397.88	1,447.90	1,499.70	1,553.37	1,608.95	1,666.52	1,726.16	1,787.93	1,851.90	1,918.17	1,986.62
	MONTH	3,028.74	3,137.12	3,249.35	3,365.64	3,486.06	3,610.79	3,740.01	3,873.85	4,012.45	4,156.04	4,304.34
	ANNUAL	36,344.88	37,645.40	38,992.20	40,387.62	41,832.70	43,329.52	44,880.16	46,486.18	48,149.40	49,872.42	51,652.12

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
UTIL SECR PCC	HOURLY	17.4735	18.0987	18.7463	19.4171	20.1119	20.8315	21.5770	22.3491	23.1488	23.9771	24.8327
1155	PERIOD	1,397.88	1,447.90	1,499.70	1,553.37	1,608.95	1,666.52	1,726.16	1,787.93	1,851.90	1,918.17	1,986.62
	MONTH	3,028.74	3,137.12	3,249.35	3,365.64	3,486.06	3,610.79	3,740.01	3,873.85	4,012.45	4,156.04	4,304.34
	ANNUAL	36,344.88	37,645.40	38,992.20	40,387.62	41,832.70	43,329.52	44,880.16	46,486.18	48,149.40	49,872.42	51,652.12

IBEW SERVICE CLERICAL

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
UTIL SECR PGS	HOURLY	17.4735	18.0987	18.7463	19.4171	20.1119	20.8315	21.5770	22.3491	23.1488	23.9771	24.8327
1157	PERIOD	1,397.88	1,447.90	1,499.70	1,553.37	1,608.95	1,666.52	1,726.16	1,787.93	1,851.90	1,918.17	1,986.62
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	ANNUAL	36,344.88	37,645.40	38,992.20	40,387.62	41,832.70	43,329.52	44,880.16	46,486.18	48,149.40	49,872.42	51,652.12

RESOLUTION 2014-289

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City has the authority to make all contracts and do all other acts in relation to the property and concerns of the city necessary to the exercise of its corporate powers; and

WHEREAS, four employee groups at the City of Grand Island are represented by the Union Local No. 1597, I.B.E.W., AFL-CIO (IBEW Finance, Wastewater Treatment Plant, Service/Clerical and Utilities); and

WHEREAS, representatives of the City and the IBEW, Local No. 1597 (Service/Clerical) met to negotiate the labor agreement, and

WHEREAS, the contract specifies a salary adjustment as well as all other benefits, terms and conditions outlined in the agreement, and

WHEREAS, an agreement was reached with the employee group and a labor agreement has been presented to City Council for approval.

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 Union Local No. 1597, I.B.E.W., AFL-CIO, (Service/Clerical) for the period of October 1, 2014 through September 30, 2018.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	□ _____
September 5, 2014	□ City Attorney



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item I-9

**#2014-290 - Consideration of Approving Labor Agreement
between the City of Grand Island and IBEW, Local 1597 – Finance**

This item relates to the aforementioned Resolution item I-7.

Staff Contact: Brenda Sutherland



and

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

FINANCE DEPARTMENT

October 1, ~~2012~~ 2014 through September 30, ~~2014~~ 2018

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AGREEMENT

THIS AGREEMENT, dated this _____ day of ~~August~~ September ~~2012~~2014, by and between the City of Grand Island (hereinafter referred to as the City), and Union Local No. 1597, I.B.E.W., A.F.L. - C.I.O. (hereinafter referred to as the Union). The provisions of this Agreement shall be effective from October 1, ~~2012~~2014 to September 30, ~~2014~~2018.

PURPOSE AND INTENT OF THE PARTIES

The purpose of the City and the Union in 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 Union is hereby recognized as the Exclusive Bargaining Agent for the non-management employees of the Finance Department without regard to their membership or non-membership in said Union. Nothing contained in this "exclusive representation" provision shall prohibit employees of the bargaining unit from seeking an election to revoke the authority of the Union to represent them prior to expiration of this Agreement. The Union further agrees that it will not do anything to discriminate against any employee who attempts decertification of or resignation from the Union. The City agrees that it will take no overt action to aid any organization or association in an effort to decertify the Union as such exclusive bargaining agent during the term of this Agreement. Non-management employees of the Finance Department are hereby defined as being those persons who are currently employed under the classifications outlined in Article I, Section B, hereof.

B. CLASSES OF EMPLOYEES

Employees with regular status in the classification listed below are eligible for representation by the Union and all other classifications that may become eligible:

1. Accounting Clerk
2. Senior Accounting Clerk
- ~~3. Meter Reader~~
- ~~4. Senior Meter Reader~~
- ~~5.~~3. Cashier

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

~~In the event of a temporary change of an employee to another non-management job~~

~~classification for a period of three (3) consecutive working days, or three (3) working days in one work week, the employee will receive any additional pay which may be attributable to that temporary job classification, moving from step to step from the current pay range to the temporary pay range. 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. This paragraph shall not apply to the Cashier, Accounting Clerk, and the Senior Accounting Clerk classifications.~~ The department director or his or her designee may temporarily assign an employee to perform the duties and responsibilities of a different position. If the temporary assignment is for a position with a higher pay scale and the employee is assigned to work out of class for more than five (5) consecutive work days, the employee is entitled to compensation, commencing on the sixth (6) day and thereafter, according to the higher pay scale at the level which will entitle the employee to a pay raise of at least 3%. At the end of the assignment, the employee will return to the rate of pay to which he or she would have been entitled to if no out of class assignment had been made.

ARTICLE II - HOURS OF WORK

A. WORK DAY

The City shall establish the work day. The normal work day shall be from 8:00 a.m. to 5 p.m. The work day may vary according to the special requirements of any division or program.

B. WORK WEEK

The City shall establish the work week. The work week may vary according to the special requirements of any division or program. The work days will be arranged successively to provide a forty (40) hour work week for each employee. Hours worked shall include actual hours worked and shall not include paid leave, holidays and vacation when calculating overtime.

C. LUNCH PERIODS

The City shall establish the lunch periods. Workers shall be allowed one hour off, without pay, for a meal.

~~A meal allowance for actual cost, or up to \$7.00 per meal, shall be granted for all employees if they are required to work two (2) hours overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Nothing in this section shall prohibit the City from exceeding the amount of this allowance or consecutive hour requirement in providing an allowance for emergency situations.~~

D. CHANGES IN WORK SCHEDULE

All changes in work schedules, except in cases of emergency, as may be determined by the City, shall be posted for all affected employees to see at least three (3) working days before the change is effective.

E. OVERTIME

All officially authorized work in excess of eight hours a day or forty hours a week or any non-scheduled work shall be designated overtime work for the purpose of compensation. Overtime work shall, whenever possible, be eliminated by rescheduling work, by utilizing part-time employees. Overtime work shall be authorized only in the following cases:

1. ~~1.~~ In the event of fire, flood, catastrophe, or other unforeseeable emergency.
2. ~~2.~~ Where a station must be manned and another employee is not available for work.
3. ~~3.~~ To provide essential services when such services cannot be provided by overlapping work schedules.
4. ~~4.~~ To carry on short-range projects in which the utilization of present employees is more advantageous to the agency than the hiring of additional personnel.
5. No employee shall be regularly scheduled to work over-time without the approval of the Chief Administrative Officer.
6. Overtime work shall be authorized in advance except in cases of emergency by the Chief Administrative Officer or by any supervisor to whom the responsibility has been delegated.
7. All employees who are required to work in excess of eight hours a day or forty hours a week shall be eligible for overtime compensation.
8. The rules of overtime shall be as follows:
 - a. Overtime work shall be accrued and compensated for in one-tenth (1/10) of an hour units.
 - b. This article is not intended to 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.
 - c. Overtime shall be computed on all hours worked in excess of eight hours per regularly scheduled work day and over 40 hours per work week, and shall be paid at a one and one-half

times the base rate.

F. 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 times the employee's base hourly rate times the actual number of hours worked, although the employee shall be compensated for no less than two hours at the enhanced rate. 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 hour instead of two.

ARTICLE III - HOLIDAYS AND HOLIDAY PAY

A. RECOGNIZED HOLIDAYS

The following days shall be the recognized holidays, and followed in accordance with Nebraska Revised Statutes as amended:

New Year's Day	Martin Luther King, Jr Day
Memorial Day	Independence Day
Labor Day	Veterans' Day
Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	

B. WEEKEND HOLIDAYS

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

C. ELIGIBILITY FOR HOLIDAY PAY

No employee shall be eligible for holiday pay unless he or she is in an active pay status the last regularly scheduled day before the holiday or the first regularly scheduled day after the holiday. Active Pay Status shall mean any pay status other than leave without pay or suspension without pay.

D. HOLIDAY ON REGULARLY SCHEDULED WORK DAY

If an employee works on a holiday, the employee shall be paid for the holiday and any hours worked on the holiday shall be paid as overtime.

E. PERSONAL DAY

Two Personal Leave Days will be given to employees each year. -The City will provide two annual personal leave days that will be granted on October 1st and must be used by Septem-

~~ber 15th. 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 on October 1st and must be used by the last full pay period in September.~~ Personal Leave Days may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. The Director or his or her designees will make every effort to grant requested personal leave time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Use of personal leave will not be unreasonably denied. New employees who begin work on or after April 1 will not be eligible for personal days until the following October 1.

~~———— In lieu of a paid holiday for Arbor Day, the City will provide one annual personal leave day that will be granted on October 1st and must be used by the last full pay period in September. Personal Leave Days may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee's supervisor. The Director or his or her designees will make every effort to grant requested personal leave time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Use of personal leave will not be unreasonably denied. New employees who begin work on or after April 1 will not be eligible for personal days until the following October 1. ————~~

ARTICLE IV - VACATIONS

A. ELIGIBILITY

All full-time employees of the bargaining unit who have been in the employ of the City continuously for six (6) months shall be eligible for vacation leave with pay with prior approval by the Department Director or supervisor.

B. AMOUNT AUTHORIZED

~~———— 1. ——— All employees will be eligible to take earned vacation after satisfactory completion of six (6) months of continuous service.~~

~~———— a. ——— All employees will be eligible to take ten (10) days of vacation after completion of one year of service and each year thereafter through the fourth year of service.~~

~~———— b. ——— All employees will be eligible to take fifteen (15) days of vacation after five years of service and each year thereafter through the sixth year of service.~~

~~———— c. ——— All employees will be eligible to take sixteen (16) days of vacation after seven years of service and each year thereafter through the eighth year of service.~~

~~———— d. ——— All employees will be eligible to take seventeen (17) days of vacation after nine years of service and each year thereafter through the tenth year of service.~~

~~e. All employees will be eligible to take eighteen (18) days of vacation after eleven years of service and each year thereafter through the twelfth year of service.~~

~~f. All employees will be eligible to take nineteen (19) days of vacation after thirteen years of service.~~

~~g. All employees will be eligible to take twenty (20) days of vacation after fourteen years of service and each year thereafter through the nineteenth year of service.~~

~~h. All employees will be eligible to take twenty-one (21) days of vacation after twenty years of service and each year thereafter through the twenty-fourth year of service.~~

~~i. All employees will be eligible to take twenty-two (22) days of vacation after twenty-five years of service and each year of service thereafter.~~

~~2. An employee will earn a prorated portion of vacation leave for pay periods in which the employee is paid for less than sixty (60) hours, including paid leave.~~

~~3. Credit toward vacation leave shall not be earned while an employee is on a leave of absence without pay subject to paragraph 2 above.~~

~~4. The amount of vacation leave debited shall be the exact number of days or hours an employee is scheduled to work when leave is utilized.~~

Authorized vacation leave shall be computed on the following basis:

1. Upon successfully completing the six (6) month introductory period, an employee will have available forty (40) hours of vacation time. The employee will accrue an additional forty (40) hours in the first six (6) months of continuous service following the introductory period.

<u>2. Years 2 through 4</u>	<u>Eighty (80) Hours</u>
<u>3. Years 5 through 9</u>	<u>One Hundred Fifteen (115) Hours</u>
<u>4. Years 10 through 14</u>	<u>One Hundred Thirty-Six (136) Hours</u>
<u>5. Years 15 through 19</u>	<u>One Hundred Sixty (160) Hours</u>
<u>6. Years 20 through 24</u>	<u>One Hundred Seventy-Eight (178) Hours</u>
<u>7. Years 25 +</u>	<u>Two Hundred (200) Hours</u>

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

C. VACATION SCHEDULE

1. Vacation leave shall be taken at a time convenient to and approved by the Department Director or supervisor. Vacations may be granted at the time requested by the employee. While all employees are encouraged to take two consecutive weeks of vacation each calendar year, when eligible, the City may grant shorter periods of vacation as needed or desired by employees.

2. Each employee shall take a minimum vacation of five consecutive days. In the event a holiday falls within the mandatory five day term, such holiday use will satisfy the mandatory term requirements.

D. SENIORITY FOR VACATION AND PERSONAL HOLIDAY PLANNING

Appointing authorities shall grant leave on the basis of the work requirements of the City after conferring with employees and recognizing their wishes where possible. Preference in the scheduling of vacation and personal holiday time shall be given to employees within their job classification in order of their total length of employment with the City.

Job classifications with two or more employees will have two vacation schedules that will run consecutively.

1. Prime Vacation Schedule: An employee may make one choice of a minimum of five work days and a maximum of as many consecutive days as said employee has accrued vacation time. Vacation of greater than five (5) work days shall be consecutive work days so that only one block of vacation time is scheduled on the Prime Vacation Schedule. The Prime Vacation Schedule shall be completed by all employees in the affected job classification before the Secondary Vacation Schedule is initiated for that classification.

2. Secondary Vacation Schedule: An employee may make as many selections as said employee has accrued vacation time.

E. VACATION TIME CARRY-OVER

An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one (1) year, plus ~~eighty-fourty~~ (8040) hours. ~~Employees who have accrued vacation time in excess of this amount shall reduce their accrued vacation balance as follows:~~

Employees who have more than the limit allowed at the commencement of the contract will have until January 31, 2015 to come into compliance with the limits. After January 31, 2015 any amount above the limits will be forfeited.

F. VACATION CREDIT ON TERMINATION AND RETIREMENT

Upon termination or retirement, an employee shall be paid for the unused portion of accumulated vacation leave.

ARTICLE V - MEDICAL LEAVE AND BEREAVEMENT LEAVE

A. WHEN AUTHORIZED FOR USE

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, or the employee's attendance at duty may jeopardize the health of others.
4. For necessary care and attendance during sickness of, or injury to, a member of the employee's immediate family (spouse, child, parent, or parent-in-law) or household. "Child" shall include a biological, adopted, or foster child; a step-child; a legal ward; or a child of a person standing "in loco parentis". The term "household" refers to a domestic partner that the employee shares household finances with for a period of not less than one year.

B. ACCRUAL AND USE

Medical leave shall be credited to all regular status employees as follows:

1. One work day for each full calendar month of service.
2. An employee will earn a prorated portion of Medical leave for calendar months in which the employee is paid for less than 120 hours, including paid leave.
3. Medical leave shall not be granted in advance of accrual.
4. Leave without pay may be granted for sickness extending beyond the earned credits.
5. After twelve continuous months of service, accrued vacation leave credits may be used for Medical leave when Medical leave credits have been exhausted.
6. The amount of Medical leave granted for necessary care of a sick member of an employee's immediate family or household shall not exceed thirty work days in any 12 month period.
7. The amount of Medical leave charged against an employee's accumulated total shall be computed on the basis of the exact number of days or hours an employee is scheduled to work when Medical leave is utilized, provided, that Medical leave shall

be debited in no less than one-half (1/2) hour units.

C. PROOF OF ILLNESS

An employee who is absent on Medical leave for more than five days because of illness or that of a member of his or her family or household shall be required to furnish a statement signed by the attending physician or other proof of illness satisfactory to the department director or supervisor. The appointing authority may require this statement or proof for an absence chargeable to Medical leave of any duration.

D. FRAUDULENT USE OF MEDICAL LEAVE

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

E. NOTIFICATION OF ILLNESS

If an employee is absent for reasons that entitle the employee to Medical leave, the employee or a member of his or her household shall notify the employee's supervisor prior to thirty (30) minutes before the employee's scheduled work time. If the employee fails to notify his or her supervisor when it is 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.

F. COMPENSATION FOR UNUSED MEDICAL LEAVE

1. An employee may accumulate Medical leave to a maximum of ~~1039~~ 1,339 hours. All employees shall be paid for ~~forty-seventwenty-five~~ forty-seven percent (~~4725~~ 47%) 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 for forty-seventwenty five percent (4725%) 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.

~~1.~~ 2. All employees shall be paid twenty-five percent (25%) for their accumulated medical leave at the time of early retirement, which shall be defined as being at least fifty-five (55) years of age with ten (10) years of service, the rate of compensation to be based on the employee's salary at the time of early retirement; or an employee who has completed twenty-five (25) years of service. The payout for medical leave shall go to the employee's VEBA account.

G. BEREAVEMENT LEAVE

Bereavement leave shall be granted to eligible employees for up to two (2) days per calendar year for non-immediate family members. Non-immediate family member shall mean aunts, uncles,

nieces and nephews. Any portion of a work day used for bereavement leave shall be considered a full day of bereavement leave. An employee shall be eligible to use up to three (3) days of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director and City Administrator for the death of a member of an employee's immediate family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation or personal leave.

ARTICLE VI - MILITARY LEAVE

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

ARTICLE VII - COURT LEAVE

A. WHEN AUTHORIZED

An employee who is required to serve as a witness or juror in a federal, state, county, police, 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 a litigant or witness in non-employment related litigation, the 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 compensable litigation witness or jury duty shall present to his or her supervisor the original summons or subpoena from the court, and at the conclusion of such duty, a signed statement showing the actual time in attendance at court.

C. FEES

Fees received for compensable witness or jury service in a federal, state, county, police or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof. No employee shall receive witness fees paid from City funds.

ARTICLE VIII - LEAVE WITHOUT PAY

A. WHEN AUTHORIZED

1. Leave without pay may be granted to an employee for any good cause or Union business when it is in the interest of the City to do so. The employee's interest shall be considered when his or her record of employment shows the employee to be of more than average value, and it is desirable to retain the employee even at some sacrifice. A Department Director may grant an employee leave without pay for 30 days time. Such leave may be extended for a period not to exceed one year by the Chief Administrative Officer. 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 except for unpaid leave for Union business.

3. When leave without pay is requested pursuant to the Family and Medical Leave Act (FMLA) policy, Articles of this contract shall govern to the extent they are not inconsistent with Federal law.

B. LIMITATIONS

Leave without pay shall be subject to the following provisions:

1. At the expiration of leave without pay, the employee shall return to the position held prior to his 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.
4. Leave without pay for more than thirty days during the introductory period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to return to introductory period on return from leave.
5. Failure to report promptly at the expiration of a leave of absence shall be considered resignation.
6. When all available leave is exhausted.

ARTICLE IX - TEMPORARY DISABILITY LEAVE

A. POLICY

Any employee covered by this contract who sustains an on-the-job injury compensable under the Nebraska Workers Compensation Act will be granted temporary disability leave to

allow the employee to receive the equivalent of the employee's net pay at the time of the injury. This period shall be up to one hundred fifty (150) consecutive calendar days following the original date of disability which shall mean that the employee is unable to perform the job duties as defined by the employee's job description. Any reoccurrence or exacerbation of an injury shall relate back to the original injury for purposes of this article, including the commencement date of the 150 day period.

B. DEFINITIONS

Temporary disability shall mean the complete inability of an employee, for reasons of accident or other cause while in the line of duty, to perform the job duties as defined by the employee's job description, for a period of time not to exceed one hundred fifty (150) consecutive calendar days from the date that disability begins.

Temporary disability leave shall mean paid leave provided by the City to an eligible employee when that employee has no other paid leave available.

C. APPLICATION OF WORKERS' COMPENSATION AND OTHER LEAVE BALANCES

All payments of salary provided by this article shall be subject to deduction of amounts paid under the Nebraska Workers' Compensation Act and other city leave balances as set forth below:

1. Pursuant to the waiting provisions in Section 48-119 of the Nebraska Workers' Compensation Act, no workers' compensation shall be allowed during the first seven calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six weeks or longer. When the disability lasts less than six weeks, an employee may use Medical or vacation leave for the initial seven days. If no other leave is available, the City shall grant the employee temporary disability leave.

2. The employee shall retain all Workers' Compensation payments following the initial waiting provisions as set forth above.

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

D. SUBROGATION

The City reserves a right of subrogation because of payment of temporary disability leave to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the third party to the extent of the City's payment of temporary disability leave. Should the employee receiving temporary disability leave collect from the third party for wages, salary, or expenses otherwise paid by the City, he or

she will reimburse the City for money paid as temporary disability leave or expenses resulting from the injury. The City reserves any other subrogation rights provided under Nebraska law.

E. LIMITATION OF LEAVE

Temporary disability leave will not be available to employees following one hundred fifty (150) days from the original date that the disability begins absent express approval of the City Administrator, who may grant an extension of this time not to exceed sixty (60) days if the employee has sufficient accumulated medical leave. Such extension shall be chargeable to the employee's medical leave bank.

Any employee whose employment by the City is terminated due to exceeding this limitation of leave shall be compensated for any remaining unused Medical leave as in the case of retirement.

If an employee reaches maximum medical improvement (MMI) and it is determined that the employee cannot perform the essential functions of the job, the employee may be terminated prior to the expiration of the 150 day period or extension and will be compensated for any unused medical leave as in the case of retirement.

F. 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. The commencement of light duty work and/or modified duty work shall be five (5) calendar days from the date of disability unless the employee is willing to return earlier. 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 temporary disability leave or medical leave.

ARTICLE X - GENERAL PROVISIONS CONCERNING LEAVE

A. ABSENCE WITHOUT APPROVAL

An employee who is absent from duty without approval shall receive no pay for the duration of the absence, and unless there is a legitimate reason for the absence, shall be subject to disciplinary action.

B. AUTHORIZED LEAVE FORM

For all leaves except Medical leave, a written request on the authorized Leave Form, indicating the kind of leave, duration and dates of departure and return, must be approved prior to the taking of the leave. In the case of Medical leave, the form shall be completed and submitted for approval immediately upon the employee's return to duty. Unless an absence is substantiated by a Leave Form approved by the supervisor, an employee shall not be paid for any absence from scheduled work hours.

ARTICLE XI - PENSION AND RETIREMENT PLAN

A. COVERAGE

The City agrees that the employees covered under this agreement are covered under the pension plan as adopted in Ordinance No. 4244, as amended.

B. AMENDMENTS

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

ARTICLE XII - RATES OF PAY FOR WORK PERFORMED

~~The Union and the City considered the following array of cities and utilities to determine negotiated salaries and benefits for work performed in the various job classifications covered by this agreement: Ames, Iowa; Fremont, Nebraska; Garden City, Kansas; Hastings, Nebraska; Kearney, Nebraska; Muscatine, Iowa; Norfolk, Nebraska; North Platte, Nebraska; Cedar Falls, Iowa, and Southern Nebraska Rural Public Power District. The City and the Union surveyed the following array of cities to determine current labor market comparable salaries and benefits for work performed in the various job classifications covered by this agreement: Ames, Iowa; Iowa City, Iowa, Jefferson City, Missouri, Lawrence, Kansas, Sioux City, Iowa, St. Joseph, Missouri, Rapid City, South Dakota and Manhattan, Kansas. . Said array conforms to the standards established by the Nebraska Commission of Industrial Relations (CIR). Using the survey results, the Union and the City established a pay range for each class of work covered by this agreement.~~

A. ~~2012–2013~~2014 - 2015 FISCAL YEAR

~~Rates of pay for the period October 1, 2012 through September 30, 2013 for work performed in the various classes of work under this agreement shall be adjusted by 2% as set forth in~~See Exhibit “A”, attached hereto. Employees in Step 8 on October 1, 2014 shall move to Step 9 ~~Said adjustments shall be~~ effective the first full pay period on or after October 1, ~~2012~~2014.

B. ~~2013–2014~~2015 - 2016 FISCAL YEAR

~~Rates of pay for the period October 1, 2013 through September 30, 2014 for work performed in the various classes of work under this agreement shall be adjust by 2.75% as set forth in~~See Exhibit “B”, attached hereto. Employees in Step 9 on October 1, 2015 shall move to Step 10 ~~Said adjustments shall be~~ effective the first full pay period on or after October 1, ~~2013~~2015.

C. 2016 – 2017 FISCAL YEAR

See Exhibit “C”, attached hereto. Employees in Step 10 on October 1, 2016 shall move to Step 11 effective the first full pay period on or after October 1, 2016.

D. 2017 – 2018 FISCAL YEAR

See Exhibit “D”, attached hereto, effective the first full pay period on or after October 1, 2017.

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 appropriations or ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The I.B.E.W. acknowledges that the City must comply with the Nebraska Budget Act.

F. PAY PLAN

1. Employees will be considered for pay schedule step increases upon the following schedule. Such adjustments in pay shall be effective on the first day of a pay period falling on or immediately after the classification anniversary.

Step 1 Entry Level;

Step 2-11 Upon the successful completion of six months service in Step 1;~~Upon successful completion of the anniversary of the employee’s hire date or the anniversary date of the employee’s promotion or demotion.~~

~~Step 3~~ ~~Upon the successful completion of six months service in Step 2~~

~~Steps 4 – 8~~ ~~Upon successful completion of the anniversary of the employee’s hire date or the anniversary date of the employee’s promotion or demotion.~~

2. The Mayor may evaluate the manner of performance of any employee, all employees, or any portion of the employees at any time during such employees' service. Any adjustments in the pay of such evaluated employees shall be effective on the first day of a pay period falling on or immediately after such adjustment. The first classification anniversary following such adjustment shall be used for the computation of the merit step increases for employees advanced to Step 4 or higher.

3. Employees, prior to advancing in step or grade, shall be evaluated. Such evaluation shall take place at least yearly. For purposes of an increase in pay, other than cost of living increases, an employee must receive at least a satisfactory rating during the first year of employment, or first year in a new position. Thereafter, to receive increases in pay, other than cost-of-living increases, an employee must receive a rating above satisfactory. Such evaluations shall be advisory and shall in no way require the granting of merit increases by the administration; but denial shall be in writing, showing cause for such denial. Should a merit increase be denied, a new evaluation shall be made six (6) months from the date of the first evaluation.

4. Employees receiving the highest possible rating may be considered for more than a one-step increase when recommended by the Department Director.

5. In no case shall any employee be advanced beyond the maximum rate of the pay grade for his or her class of position.

ARTICLE XIII - EMPLOYEE RELATIONS

A. GENERAL

Every employee shall fulfill conscientiously the duties and responsibilities of his or her position. Employees shall conduct themselves at all times in a manner which reflects credit on the City. Employees shall be impartial in all official acts and shall in no way endanger nor give occasion for distrust of their 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 pressures on any employee to join it.
3. The Union shall continue the practice of non-discrimination in membership on the basis of race, religion, national origin, color, age, gender, disability status, or political affiliation.
4. At any meeting between a representative of the City and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, the Union steward may be present if the employee so requests.

C. DISCIPLINARY ACTION

Any disciplinary action taken in accordance with State Statutes covering employees under this Agreement shall be governed by the grievance procedures set out in such Statutes.

ARTICLE XIV - GRIEVANCE PROCEDURE

A. PROCEDURE

An alleged grievance arising from an employee shall be handled either by following the City Personnel Rules, or the Grievance Procedure in the manner described below. The employee must choose, prior to beginning the process, to either follow the Personnel Rules or this Grievance Procedure – the employee may not do both. The employee must make a choice within three (3) business days.

A grievance for the purpose of this Agreement refers to a question of the interpretation of the terms of the labor agreement between the City and the Union. ~~A work week shall be defined as Monday through Friday.~~

~~1.~~ First Step - Any employee who believes that he or she has a justifiable request or grievance shall discuss the request or complaint within five (5) work days with his or her supervisor, with or without the Union steward being present, as the employee may elect, in an attempt to settle same.

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

~~2.~~ Second Step - If the alleged grievance is determined to be valid, the employee or his or her designated representative shall present it within ten (10) work days after the discussion with the supervisor. The supervisor shall notify the employee in writing, within five (5) work days of his or her decision.

~~3.~~ Third Step - If the grievance is not settled to the satisfaction of the employee, the employee or designated representative shall present it to the head of the department (if different from the supervisor) in writing within five (5) work days of the receipt of the decision of the immediate supervisor. The head of the department, or his or her designated representative, shall consider the grievance and shall notify the employee in writing of a decision within five (5) work days of the receipt of the grievance.

~~4.~~ Fourth Step - If the grievance is not settled to the satisfaction of the employee, the employee or designated representative shall present it in writing to the Personnel Director within three (3) work days after the decision of the Department Director. The Personnel Director shall investigate the case within seven (7) work days and make a recommendation to the Chief Administrative Officer. The Chief Administrative Officer shall notify the employee of the decision made and of any action taken within seven (7) work days of the receipt of the grievance.

~~5.~~ Fifth Step - If the grievance is not settled by the Chief Administrative Officer to the satisfaction of the employee, the employee may appeal, in writing, within ten (10) days of the receipt of the Chief Administrative Officer's decision to the arbitration board. The arbitration procedure established in this step shall extend only to those grievances which may be arbitrated under this agreement. The arbitration procedure shall be as follows:

~~a. The City and the Union shall each select an arbitrator within five days following the grieving party's written request, and the two thus chosen shall select a third impartial arbitrator. The three thus chosen shall be residents of the Grand Island, Nebraska, area (an area within 100 miles of the City), and shall constitute the arbitration board to hear and to determine the controversy or matter in dispute. If the third arbitrator cannot be found in the Grand Island area, he or she shall be obtained from the Federal Mediation and Conciliation Service by the two previously appointed. A finding or award of the~~

~~majority of the arbitration board shall be advisory upon the parties.~~

~~b. The third and impartial arbitrator shall act as the chairman of the arbitration board. The procedure to be followed in submitting the grievance to the arbitration board shall, unless agreed upon by the parties prior to the hearing, be determined by the chairman of the arbitration board.~~

~~i. It is understood and agreed between the parties that the decision of the arbitration board, constituted as set forth above, shall be advisory upon the parties, and that the board's jurisdiction shall be limited to the application of this contract. The board does not have the jurisdiction to amend, alter, enlarge, or ignore any provision of this contract.~~

~~ii. Each party shall bear the expenses of its own arbitrator but the expenses of the third arbitrator shall be shared equally between the City and the Union.~~

~~iii. It is specifically agreed that grievances shall not be combined for purposes of submitting them to arbitration. Only one grievance shall be heard in an arbitration proceeding.~~

~~iv. If the City raises the question as to whether a grievance may be arbitrated under this section, the Arbitration Board will not proceed under the assumption that the grievance, in fact, can be arbitrated but must specifically rule on such question with the reason given therefore as part of its written decision. The Arbitration Board may rule on the whether it can be arbitrated and the merits in the same hearing.~~

a. The City and the Union shall obtain from the Federal Mediation and Conciliation Service a list of five (5) arbitrators. The City and Union shall take turns striking arbitrators until there is one left. The Union shall have the first strike. After the Union uses its first strike, the City shall exercise their first strike. The Union shall then exercise their final strike followed by the City exercising their final strike. A finding or award of the Arbitrator shall be advisory upon the parties.

b. The procedure to be followed in submitting the grievance to the Arbitrator shall, unless agreed upon by the parties prior to the hearing, be determined by the Arbitrator.

i. It is understood and agreed between the parties that the decision of the Arbitrator, constituted as set forth above, shall be advisory upon the parties, and that the Arbitrator's jurisdiction shall be limited to the application of this contract. The

Arbitrator does not have the jurisdiction to amend, alter, enlarge, or ignore any provision of this contract.

ii. The expenses of the Arbitrator shall be shared equally between the City and the Union.

iii. It is specifically agreed that grievances shall not be combined for purposes of submitting them to arbitration. Only one grievance shall be heard in an arbitration proceeding.

iv. If the City raises the question as to whether a grievance is arbitrable under this section, the Arbitrator will not proceed under the assumption that the grievance is, in fact, arbitrable but must specifically rule on such question with the reason given therefor as part of their written decision. The Arbitrator may rule on the arbitrability and the merits in the same hearing.

B. PRESENTATION

All grievances shall be presented by the employee in person. The employee may designate another person to assist in preparing and presenting the grievance. An employee and his or her designated representative shall obtain the permission of their immediate supervisor before leaving the job site to prepare or present a grievance.

C. VIOLATION BY UNION

If the City believes that this Agreement is being violated by the Union, the Chief Administrative Officer or his or her designated representative will contact the Chief Officer of the local Union. If the City is not satisfied with the results of its contract with the Union as pertinent to the alleged violation it will take action in accordance with the provisions of the Nebraska Statutes.

ARTICLE XV - OTHER BENEFITS

A. MEDICAL INSURANCE

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

B. LIFE INSURANCE

The City will provide a \$50,000 term life insurance policy for the employee. Such policy shall contain an option allowing the employee to purchase additional term insurance as provided by

the plan. The premium for the optional insurance shall be paid by the employee.

C. DISCONTINUANCE OF INSURANCE

1. An employee who is on an approved leave of absence without pay will not be removed from coverage under the City's hospitalization and medical insurance plan.

2. The employee will be required to pay to the City the premium on the life insurance policy and medical insurance during his or her leave of absence without pay.

~~D. PROTECTIVE CLOTHING~~

~~—The Department Director shall determine what uniforms and protective clothing shall be required and furnished to employees.~~

~~—Employees who are required to wear fire retardant clothing will be eligible for an annual stipend to purchase or rent required uniforms as set forth below. The employee will be reimbursed for said purchases with a receipt that shows proof of purchase.~~

~~Personnel Requiring Full F.R.~~

- ~~• Year 1 and every subsequent year: \$600~~
- ~~• Employees may purchase and/or rent F.R. clothing and F.R. winter gear using the allowance.~~

~~Personnel Requiring Partial F.R.~~

- ~~• Year 1 and every subsequent year: \$350~~
- ~~• Employees may purchase and/or rent F.R. clothing and or F.R. winter gear using the allowance.~~

~~—The IBEW shall be entitled to designate at least one member to any safety committee required under Nebraska law. Employee members shall not be selected by the employer but shall be selected pursuant to procedures prescribed in rules and regulations adopted and promulgated by the Commissioner of Labor.~~

~~E.D.~~ MILEAGE PAID FOR USE OF PRIVATE VEHICLES

The City agrees to pay City employees for the approved use of their personal automobile in the performance of their duties at the rate provided by Neb. Rev. Stat. §81-1176, as amended.

~~F.~~ E. ~~E.~~ TRAVEL TIME REIMBURSEMENT

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

~~G.F.~~ MEDICAL INSURANCE COMMITTEE

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

G. VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION (VEBA)

All employees will be eligible to participate in the group VEBA. A contribution will be made on the employee's behalf each pay period in the amount of Fifteen and No/100 Dollars (\$15.00). Employees will have access to the money in their VEBA account for eligible medical expenses upon termination with the City.

H. BILINGUAL PAY

Employees who are proficient in an approved second language will be paid One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per calendar year, payable in the second check in November. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Department Director will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Department Director will determine which languages are "approved" based upon the needs of the department as they relate to the demographics of Grand Island.

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

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

ARTICLE XVI - MANAGEMENT RIGHTS

A. OPERATION IN BEST INTERESTS OF CITY

The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees, provided, that the City, acting through its administrator, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.

B. STATUTORY AND ORDINANCE RIGHTS

This agreement in no way changes the power of the City to exercise any and all powers vested in it by the statutes of the State of Nebraska and the code of the City of Grand Island.

C. OTHER RIGHTS

It is understood and agreed that the City possesses the sole right to operate the ~~Utilities and Finance Departments~~ and that all management rights repose in them, 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:

1. Discipline or discharge for just cause.
2. Direct the work force.
3. Hire, assign or transfer employees.
4. Determine the mission of the Department.
5. Determine the methods, means, number of personnel needed to carry out the Department's mission.
6. Introduce new or improved methods or facilities.
7. Change existing methods or facilities.
8. Relieve employees.
9. Contract out for goods or service.

D. PRIOR AGREEMENTS SUPERSEDED

This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of employees in the Union. 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 or agreement between the employer and the Union or any individual employee covered by this agreement is hereby superseded.

E. PERSONNEL FUNCTIONS

All personnel functions of the City shall be handled by a duly designated representative of the Mayor or Chief Administrative Officer. The Union agrees that it shall deal with the City only through the Chief Administrative Officer, or his or her designated representative.

F. MEMBERS OF CITY COUNCIL

The Union and its membership agree that it will not contact or deal with any of the members of the City Council concerning any aspects of negotiations, grievances, or any other relationship between the Union and the City.

G. MATTERS NOT MENTIONED

The rights of the employees are encompassed within this Agreement. Any and all matters not specifically mentioned in this Agreement are reserved to the City. Such matters reserved to the City and all matters specified in Paragraph "C" above (except No. 1) shall not be subject to grievance proceedings or negotiation during the life of this Agreement. All provisions of Chapters one, two, and three of the City Personnel Rules and Regulations now in effect hereafter not in conflict with this contract are by this reference made a part of this Agreement.

ARTICLE XVII - STRIKES AND LOCKOUTS

A. STRIKES

Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slow-down, concerted stoppage of work or any other intentional interruption of the operations of the City, regardless of the reason for so doing. The Union shall at all times keep its members on the job during periods of negotiations and hearings for the settlement of grievances. If employees strike or in any manner slow down or stop work without Union authorization, the Union shall notify the City of the facts involved with the incident. No employee may miss work because he or she fails or refuses to cross a picket line on any City premises. Any or all employees who violate any of the provisions of this Article without Union sanction may be summarily discharged or disciplined by the City. Such discharge or discipline shall not be subject to grievance proceedings under any circumstances.

B. LOCKOUTS

The City will not lock out any employees during the term of the Agreement as a result of a labor dispute with the Union.

ARTICLE XVIII - GENERAL PROVISIONS

A. SOLICITATION OF UNION BUSINESS

1. No non-employee representative of the Union shall be permitted to come on the premises of the Finance Department for any reason without first presenting his or her credentials to the Chief Administrative Officer or his or her authorized representative and obtaining permission to come on the premises of the Finance Department.

2. The Union agrees that it, or its representatives, shall not solicit members in the Union, or otherwise carry on Union activities while the employees concerned are on City time.

B. SOLICITATION FOR A NON-PROFIT ORGANIZATION

When the City is, in cooperation with a non-profit organization, seeking contributions from its employees of the bargaining unit, such solicitation shall be coordinated with Union representatives, and Union representatives shall be responsible for approaching members of the unit for purposes of acquiring pledges or contributions.

C. EMPLOYEE RIGHTS TO UNION MEMBERSHIP

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.

D. DEMOTION

An employee who fails to satisfactorily perform the duties of a classification into which he or she has been promoted shall be demoted to the classification from which promoted. He or she shall return to the same pay step held prior to promotion with the same regular status held prior to promotion.

E. BULLETIN BOARDS ON CITY PREMISES

The Union shall have the right to mount a bulletin board at its own expense at the office location. The location and construction of such bulletin board, however, shall be subject to the approval of the City. The use of such bulletin boards shall be considered proper when confined to factual notices and announcements of the Union, such as:

- a. Meetings
- b. Nominations and elections of Union officers
- c. Results of Union elections
- d. Appointments to Union offices and committees

- e. Social or recreational affairs
- f. Agreements made between the Union and the Company
- g. Joint announcements of letters issued by the Union and the City, or
- h. Other items as approved by personnel director of the City.

F. SENIORITY, PROMOTION, LAYOFF - PROCEDURE

1. SENIORITY. Seniority shall accrue to an employee from his or her first day of employment with the City and shall vest upon completion of the employee's probationary period.

2. PROMOTION. Promotion shall be accomplished utilizing testing procedures and performance evaluations. When two or more employees are equally qualified for promotion, seniority shall become a deciding factor.

3. LAYOFF. If needed, layoff shall be accomplished in accordance with management's right to maintain proper city services concerning job classifications. Layoffs within a job classification shall be by seniority, least senior being laid off first.

ARTICLE XIX - DURATION OF CONTRACT

A. RIGHTS ON TERMINATION

All of the terms, rights, obligations, benefits, and conditions of this agreement will expire on its termination.

B. TERM

This Agreement shall continue in full force and effect from its effective date through September 30, ~~2014~~2018, provided:

1. Either party may re-open this Agreement between October 1 and October 30 of any year in which the City does not adopt a budget statement and appropriation ordinance sufficient to fund the rates of pay and fringe benefits previously agreed upon by the parties. Negotiations shall be limited to rates of pay and fringe benefits and shall be completed by November 30. Upon notification by either party, the parties shall mutually agree upon the time and place for the first negotiating session. Subsequent sessions shall be set by mutual agreement. Agreement in the setting of negotiating sessions shall not be unreasonably withheld by either party.

2. Negotiations for a new agreement to take effect upon the termination of this Agreement may begin on January 1 of the year of termination of this Agreement with an expectation that they begin no later than February 1, of that year, and with an expectation that they be completed by May 30, of that year, for budget preparation purposes.

ARTICLE XX - PAYROLL DEDUCTION OF UNION DUES

A. PAYROLL DEDUCTION

Upon receipt of a properly executed written request for payroll deduction of Union membership dues signed by any regular permanent employee, the Department shall: (1) make payroll deductions in accordance with that authorization card from such employee's wages and payments, and (2) remit the amount so deducted to the business manager of Local 1597, I.B.E.W. of America. The City agrees not to withhold any initiation fees, assessments, special or otherwise, nor any funds from an employee's pay for the benefit of the Union other than the regular monthly Union dues as set forth herein.

B. REQUEST FORMS

Requests for payroll deduction or revocation of said Union membership dues must be made on the form approved by the Union and the Department.

C. UNION CERTIFICATION

By written certification, the business manager of the I.B.E.W. shall keep the Department currently informed of the amount of regular Union membership dues for the pay period. Standard annual dues increases shall not require new authorization cards from each employee.

D. INDEMNIFICATION

The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with the provisions of this part, or in reliance on any dues deduction card furnished under the provisions of this part or on any certification by the business manager of the I.B.E.W.

E. STRIKES, ETC.

This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the Union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of the City operations.

ARTICLE XXI - SEVERABILITY

If any of the provisions of this Agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXII - 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.

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 XXIII - 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 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, ~~2012-2014~~ through September 30, ~~2014~~2018.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF GRAND ISLAND, NEBRASKA, A MUNICIPAL CORPORATION

BY
JAY VAVRICEK, MAYOR

ATTEST _____ Dated _____
RANAE EDWARDS, CITY CLERK

I.B.E.W. LOCAL No. 1597

BY _____ Dated _____
PRESIDENT LOCAL No. 1597

CHIEF STEWARD LOCAL No. 1597

~~IN WITNESS WHEREOF~~, the parties hereto have executed this Agreement this _____ day of August 2012.

~~INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, Local Union No. 1597~~

By _____

~~President, Local Union 1597~~

By _____

~~Vice President, Local Union 1597~~

~~CITY OF GRAND ISLAND, NEBRASKA~~

By _____

~~Jay Vavricek, Mayor~~

Attest _____

~~RaNae Edwards, City Clerk~~

YEAR 1 - EXHIBIT A

IBEW FINANCE

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
ACCOUNTING CLRK	HOURLY	15.9556	16.5246	17.1139	17.7242	18.3563	19.0109	19.6888	20.3909	21.1141
7010	PERIOD	1,276.45	1,321.97	1,369.11	1,417.94	1,468.50	1,520.87	1,575.10	1,631.27	1,689.13
	MONTH	2,765.64	2,864.27	2,966.41	3,072.20	3,181.75	3,295.22	3,412.72	3,534.42	3,659.78
	ANNUAL	33,187.70	34,371.22	35,596.86	36,866.44	38,181.00	39,542.62	40,952.60	42,413.02	43,917.38

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
CASHIER	HOURLY	14.7504	15.3325	15.9376	16.5667	17.2205	17.9001	18.6066	19.2701	20.0999
7012	PERIOD	1,180.03	1,226.60	1,275.01	1,325.34	1,377.64	1,432.01	1,488.53	1,541.61	1,607.99
	MONTH	2,556.73	2,657.63	2,762.52	2,871.57	2,984.89	3,102.69	3,225.15	3,340.16	3,483.98
	ANNUAL	30,680.78	31,891.60	33,150.26	34,458.84	35,818.64	37,232.26	38,701.78	40,081.86	41,807.74

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
SR ACCT CLERK	HOURLY	17.8912	18.5057	19.1413	19.7987	20.4787	21.1820	21.9095	22.6909	23.4360
7030	PERIOD	1,431.30	1,480.46	1,531.30	1,583.90	1,638.30	1,694.56	1,752.76	1,815.27	1,874.88
	MONTH	3,101.15	3,207.66	3,317.82	3,431.78	3,549.65	3,671.55	3,797.65	3,933.09	4,062.24
	ANNUAL	37,213.80	38,491.96	39,813.80	41,181.40	42,595.80	44,058.56	45,571.76	47,197.02	48,746.88

IBEW FINANCE

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
ACCOUNTING CLRK	HOURLY	16.5539	17.0775	17.6175	18.1747	18.7495	19.3424	19.9541	20.5852	21.2362	21.9059
7010	PERIOD	1,324.31	1,366.20	1,409.40	1,453.98	1,499.96	1,547.39	1,596.33	1,646.82	1,698.90	1,752.47
	MONTH	2,869.34	2,960.10	3,053.70	3,150.29	3,249.91	3,352.68	3,458.72	3,568.11	3,680.95	3,797.02
	ANNUAL	34,432.06	35,521.20	36,644.40	37,803.48	38,998.96	40,232.14	41,504.58	42,817.32	44,171.40	45,564.22

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
CASHIER	HOURLY	15.4142	15.9535	16.5118	17.0895	17.6875	18.3064	18.9470	19.5462	20.1644	21.0044
7012	PERIOD	1,233.14	1,276.28	1,320.94	1,367.16	1,415.00	1,464.51	1,515.76	1,563.70	1,613.15	1,680.35
	MONTH	2,671.80	2,765.27	2,862.04	2,962.18	3,065.83	3,173.11	3,284.15	3,388.02	3,495.16	3,640.76
	ANNUAL	32,061.64	33,183.28	34,344.44	35,546.16	36,790.00	38,077.26	39,409.76	40,656.20	41,941.90	43,689.10

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
SR ACCT CLERK	HOURLY	18.5174	19.0814	19.6626	20.2616	20.8787	21.5147	22.1700	22.8712	23.5945	24.2563
7030	PERIOD	1,481.39	1,526.51	1,573.01	1,620.93	1,670.30	1,721.18	1,773.60	1,829.70	1,887.56	1,940.50
	MONTH	3,209.68	3,307.44	3,408.19	3,512.02	3,618.98	3,729.22	3,842.80	3,964.35	4,089.71	4,204.42
	ANNUAL	38,516.14	39,689.26	40,898.26	42,144.18	43,427.80	44,750.68	46,113.60	47,572.20	49,076.56	50,453.00

IBEW FINANCE

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
ACCOUNTING CLRK	HOURLY	17.1747	17.6627	18.1647	18.6809	19.2117	19.7577	20.3191	20.8965	21.4904	22.1011	22.7274
7010	PERIOD	1,373.98	1,413.02	1,453.18	1,494.47	1,536.94	1,580.62	1,625.53	1,671.72	1,719.23	1,768.09	1,818.19
	MONTH	2,976.96	3,061.54	3,148.56	3,238.02	3,330.04	3,424.68	3,521.98	3,622.06	3,725.00	3,830.86	3,939.41
	ANNUAL	35,723.48	36,738.52	37,782.68	38,856.22	39,960.44	41,096.12	42,263.78	43,464.72	44,699.98	45,970.34	47,272.94

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
CASHIER	HOURLY	16.1078	16.6142	17.1365	17.6752	18.2309	18.8040	19.6951	20.0049	20.6338	21.2824	21.9496
7012	PERIOD	1,288.62	1,329.14	1,370.92	1,414.02	1,458.47	1,504.32	1,575.61	1,600.39	1,650.70	1,702.59	1,755.97
	MONTH	2,792.01	2,879.80	2,970.33	3,063.71	3,160.02	3,259.36	3,413.82	3,467.51	3,576.52	3,688.95	3,804.60
	ANNUAL	33,504.12	34,557.64	35,643.92	36,764.52	37,920.22	39,112.32	40,965.86	41,610.14	42,918.20	44,267.34	45,655.22

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
SR ACCT CLERK	HOURLY	19.1655	19.6901	20.2291	20.7828	21.3516	21.9361	22.5365	23.1534	23.7871	24.4382	25.1053
7030	PERIOD	1,533.24	1,575.21	1,618.33	1,662.62	1,708.13	1,754.89	1,802.92	1,852.27	1,902.97	1,955.06	2,008.42
	MONTH	3,322.02	3,412.96	3,506.38	3,602.34	3,700.95	3,802.26	3,906.33	4,013.25	4,123.10	4,235.96	4,351.58
	ANNUAL	39,864.24	40,955.46	42,076.58	43,228.12	44,411.38	45,627.14	46,875.92	48,159.02	49,477.22	50,831.56	52,218.92

IBEW FINANCE

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
ACCOUNTING CLRK	HOURLY	17.7758	18.2809	18.8005	19.3347	19.8841	20.4492	21.0303	21.6279	22.2426	22.8746	23.5229
7010	PERIOD	1,422.06	1,462.47	1,504.04	1,546.78	1,590.73	1,635.94	1,682.42	1,730.23	1,779.41	1,829.97	1,881.83
	MONTH	3,081.13	3,168.69	3,258.75	3,351.36	3,446.58	3,544.54	3,645.24	3,748.83	3,855.39	3,964.94	4,077.30
	ANNUAL	36,973.56	38,024.22	39,105.04	40,216.28	41,358.98	42,534.44	43,742.92	44,985.98	46,264.66	47,579.22	48,927.58

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
CASHIER	HOURLY	16.7924	17.3203	17.8648	18.4264	19.0057	19.6032	20.5321	20.8551	21.5107	22.1869	22.8825
7012	PERIOD	1,343.39	1,385.62	1,429.18	1,474.11	1,520.46	1,568.26	1,642.57	1,668.41	1,720.86	1,774.95	1,830.60
	MONTH	2,910.68	3,002.18	3,096.56	3,193.91	3,294.33	3,397.90	3,558.90	3,614.89	3,728.53	3,845.73	3,966.30
	ANNUAL	34,928.14	36,026.12	37,158.68	38,326.86	39,531.96	40,774.76	42,706.82	43,378.66	44,742.36	46,148.70	47,595.60

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11
SR ACCT CLERK	HOURLY	19.6926	20.2316	20.7854	21.3543	21.9388	22.5393	23.1563	23.7901	24.4412	25.1103	25.7957
7030	PERIOD	1,575.41	1,618.53	1,662.83	1,708.34	1,755.10	1,803.14	1,852.50	1,903.21	1,955.30	2,008.82	2,063.66
	MONTH	3,413.39	3,506.82	3,602.80	3,701.40	3,802.72	3,906.80	4,013.75	4,123.62	4,236.48	4,352.44	4,471.26
	ANNUAL	40,960.66	42,081.78	43,233.58	44,416.84	45,632.60	46,881.64	48,165.00	49,483.46	50,837.80	52,229.32	53,655.16

RESOLUTION 2014-290

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City has the authority to make all contracts and do all other acts in relation to the property and concerns of the city necessary to the exercise of its corporate powers; and

WHEREAS, four employee groups at the City of Grand Island are represented by the Union Local No. 1597, I.B.E.W., AFL-CIO (IBEW Finance, Wastewater Treatment Plant, Service/Clerical and Utilities); and

WHEREAS, representatives of the City and the IBEW, Local No. 1597 (Finance) met to negotiate the labor agreement, and

WHEREAS, the contract specifies a salary adjustment as well as all other benefits, terms and conditions outlined in the agreement, and

WHEREAS, an agreement was reached with the employee group and a labor agreement has been presented to City Council for approval.

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 Union Local No. 1597, I.B.E.W., AFL-CIO, (Finance) for the period of October 1, 2014 through September 30, 2018.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	□ _____
September 5, 2014	□ City Attorney



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item I-10

**#2014-291 - Consideration of Approving Labor Agreement
between the City of Grand Island and IBEW, Local 1597 – Utilities**

This item relates to the aforementioned Resolution item I-7.

Staff Contact: Brenda Sutherland



and

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

UTILITIES DEPARTMENT

October 1, ~~2012-2014~~ through September 30, ~~2014~~2017

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AGREEMENT

THIS AGREEMENT, dated this ____ day of ~~August 2012~~September 2014, by and between the City of Grand Island (hereinafter referred to as the City), and Union Local No. 1597, I.B.E.W., A.F.L. - C.I.O. (hereinafter referred to as the Union). The provisions of this Agreement shall be effective from October 1, 201~~2~~4 to September 30, 201~~4~~7.

PURPOSE AND INTENT OF THE PARTIES

The purpose of the City and the Union in 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 Union is hereby recognized as the Exclusive Bargaining Agent for the non-management employees of the Utilities Department without regard to their membership or non-membership in said Union. Nothing contained in this "exclusive representation" provision shall prohibit employees of the bargaining unit from seeking an election to revoke the authority of the Union to represent them prior to expiration of this Agreement. The Union further agrees that it will not do anything to discriminate against any employee who attempts decertification of or resignation from the Union. The City agrees that it will take no overt action to aid any organization or association in an effort to decertify the Union as such exclusive bargaining agent during the term of this Agreement. Non-management employees of the Utilities Department are hereby defined as being those persons who are currently employed under the classifications outlined in Article I, Section B, hereof.

B. CLASSES OF EMPLOYEES

Employees with regular status in the classification listed below are eligible for representation by the Union and all other classifications that may become eligible:

1. Custodian
2. Electric Distribution Crew Chief
3. Electric Underground Crew Chief
4. Engineering Technician I
5. Engineering Technician II
- ~~6. GIS Coordinator~~
76. Instrument Technician
87. Lineworker Apprentice
98. Lineworker First Class

- ~~109.~~ Materials Handler
- ~~110.~~ Meter Technician
- ~~1211.~~ Power Dispatcher I
- ~~1312.~~ Power Dispatcher II
- ~~1413.~~ Power Plant Maintenance Mechanic
- ~~1514.~~ Power Plant Operator
- ~~1615.~~ Senior Engineering Technician
- ~~1716.~~ Senior Materials Handler
- ~~1817.~~ Senior Power Dispatcher
- ~~1918.~~ Senior Power Plant Operator
- ~~2019.~~ Senior Substation Technician
- ~~210.~~ Senior Water Maintenance Worker
- ~~221.~~ Substation Technician
- ~~232.~~ Systems Technician
- ~~243.~~ Tree Trim Crew Chief
- ~~254.~~ Utilities Electrician
- ~~265.~~ Utility Technician
- ~~276.~~ Utility Warehouse Clerk
- ~~278.~~ Water Maintenance Worker
- ~~298.~~ Wireworker I
- ~~3029.~~ Wireworker II
- 30. Meter Reader
- 31. Senior Meter Reader

Represented employees are further defined to include all personnel of the Utilities Department, except management, and all new non-management classifications which may be created during the term of this contract. It is specifically intended by both parties hereto that any new additions in facilities to the Utilities Department, including coal fired power plants or any other generation facilities added to the Utilities Department, and all classifications in existence and any new classifications of job designations in said new facilities or existing facilities are within the bargaining unit jurisdiction and eligible for membership in the bargaining unit. Eligible Union employees shall not be affected by departmental changes.

Upon the addition of new classifications within the Utilities Department, the City through its designated representative shall meet to discuss the job description of the new classifications as prepared by the City and to determine whether or not such description indicates the position is of a supervisory nature. If such classification is non-management, an addendum will be prepared adding such classification to this Agreement. 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 work week, the employee will receive any additional pay which may be attributable to that temporary job classification, moving to the next closest step ~~to step from the current pay range to the temporary pay range~~ in the new pay range that guarantees at least a three percent 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.

C. INTRODUCTORY PERIOD

New hire employees shall have a one (1) year introductory period during which they are not eligible for a step increase. Upon successful completion of the introductory period, new hire employees will be eligible for advancement to Step 3 if hired at Step 1. New hires are all employees, including City employees from other departments, hired by the Utilities Department.

Intra-Utility Department transfer employees shall serve a six (6) month introductory period. At the end of the introductory period, the employee will be evaluated to determine competency and whether an adjustment in pay status is merited.

ARTICLE II - HOURS OF WORK

A. WORK DAY

The City shall establish the work day. The normal work day shall be from 8:00 a.m. to 5 p.m. The work day may vary according to the special requirements of any division or program. The City shall establish hours of work for shift duty. The hours of work shall be arranged in eight (8) hour periods.

B. WORK WEEK

The City shall establish the work week. The work week may vary according to the special requirements of any division or program. The work days will be arranged successively to provide a forty (40) hour work week for each employee. Hours worked shall include actual hours worked and shall not include paid leave, holidays and vacation when calculating overtime.

C. LUNCH PERIODS

The City shall establish the lunch periods. Non-shift workers shall be allowed one hour off, without pay, for a meal. An employee on a shift schedule will be allowed a thirty (30) minute lunch period during the shift. Whenever possible, the lunch period shall be scheduled at the middle of the shift.

A meal allowance for actual cost, or up to \$7.00 per meal, shall be granted for all employees if they are required to work two (2) hours overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Nothing in this section shall prohibit the City from exceeding the amount of this allowance or consecutive hour requirement in providing an allowance for emergency situations.

D. CHANGES IN WORK SCHEDULE

All changes in work schedules, except in cases of emergency, as may be determined by the City, shall be posted for all affected employees to see at least three (3) working days before the change is effective. If the majority of the shift workers want to re-arrange their shift schedule and

can do so without cost to the City, their supervisor may reschedule their shifts accordingly. Shift workers may be permitted to trade working hours to attend to personal matters upon proper notification to their supervisor; provided, that the employees proposing to trade such hours are qualified to do each other's work, such trade is approved by their supervisor, and the trade will result in no additional cost to the City.

E. SHIFT DIFFERENTIAL

A shift differential of \$0.25 per hour shall be added to the base hourly rate for persons in the following employee classifications who work rotating shifts:

- Power Dispatcher I
- Power Dispatcher II
- Power Plant Operator
- Senior Power Dispatcher
- Senior Power Plant Operator

F. OVERTIME

All officially authorized work in excess of eight hours a day or forty hours a week or any non-scheduled work shall be designated overtime work for the purpose of compensation. Overtime work shall, whenever possible, be eliminated by rescheduling work, by utilizing part-time employees, or by setting up over-lapping shifts of work. Overtime work shall be authorized only in the following cases:

1. In the event of fire, flood, catastrophe, or other unforeseeable emergency.
2. Where a station must be manned and another employee is not available for work.
3. To provide essential services when such services cannot be provided by overlapping work schedules.
4. To carry on short-range projects in which the utilization of present employees is more advantageous to the agency than the hiring of additional personnel.
5. No employee shall be regularly scheduled to work over-time without the approval of the Chief Administrative Officer.
6. Overtime work shall be authorized in advance except in cases of emergency by the Chief Administrative Officer or by any supervisor to whom the responsibility has been delegated.
7. All employees who are required to work in excess of eight hours a day or forty hours a week shall be eligible for overtime compensation.
8. The rules of overtime shall be as follows:

- a. Overtime work shall be accrued and compensated for in one-tenth (1/10) of an hour units.
- b. Employees whose regularly scheduled work week includes Sunday shall not be compensated for work on that day on an overtime basis unless their work day exceeds eight hours, and only the hours of work in excess of eight shall be considered over-time.
- c. This article is not intended to 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.
- d. Overtime shall be computed on all hours worked in excess of eight hours per regularly scheduled work day and over 40 hours per work week, and shall be paid at a one and one-half times the base rate, as modified by shift differential adjustment.

G. STAND-BY DUTY

1. The City may assign employees to stand-by duty for handling trouble calls on other than the normal work day.

- a. The stand-by work week will run from Wednesday at 5:00 p.m. to the following Wednesday at 5:00 p.m.
- b. A truck will be assigned to the employee who is assigned to this duty. The employee will keep this truck at home while on the duty.
- c. The employee assigned to this duty may call upon the assigned foreman for additional employees when help is needed.

2. The compensation for stand-by duty will be eight hours at the employee's basic rate of pay as shown on the payroll on the Sunday 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. Over-time for employees performing such work on call, including those on stand-by, shall be computed to begin fifteen minutes prior to checking in for the job and to terminate fifteen minutes after checking out from the job.

3. The employee assigned to this duty shall be available by telephone or utility radio at all times under this assignment. Failure to be available or to make arrangements with another qualified duty employee who will be available either by telephone or utility radio 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.

H. 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 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 hour instead of two.

ARTICLE III - HOLIDAYS AND HOLIDAY PAY

A. RECOGNIZED HOLIDAYS

The following days shall be the recognized holidays, and followed in accordance with Nebraska Revised Statutes as amended:

New Year's Day	Arbor Day Martin Luther King, Jr. Day
Memorial Day	Independence Day
Labor Day	Veterans' Day
Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	

B. WEEKEND HOLIDAYS

When a holiday falls on Sunday, the following Monday shall be observed as a holiday; when a holiday falls on Saturday, the preceding Friday shall be observed as a holiday. For shift workers, Saturday and Sunday shall mean those days following the end of a regular shift.

C. ELIGIBILITY FOR HOLIDAY PAY

No employee shall be eligible for holiday pay unless he or she is in an active pay status the last regularly scheduled day before the holiday or the first regularly scheduled day after the holiday. Active Pay Status shall mean any pay status other than leave without pay or suspension without pay.

D. HOLIDAY ON REGULARLY SCHEDULED WORK DAY

If an employee works on a holiday, the employee shall be paid for the holiday and any hours worked on the holiday shall be paid as overtime.

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

E. PERSONAL DAY

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~~ Three personal leave days ~~that~~ will be granted on October 1st and must be used by ~~the last full pay period in~~ September 15th. Personal Leave Days may be taken at any time and may be taken in one (1) hour increments; provided, the time selected by the employee must have the prior approval of the employee’s supervisor. The Director or his or her designees will make every effort to grant requested personal leave time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Use of personal leave will not be unreasonably denied. New employees who begin work on or after April 1 will not be eligible for personal days until the following October 1.

ARTICLE IV - VACATIONS

A. ELIGIBILITY

All full-time employees of the bargaining unit who have been in the employ of the City continuously for six (6) months shall be eligible for vacation leave with pay with prior approval by the Department Director or supervisor.

B. AMOUNT AUTHORIZED

1. All employees will be eligible to take earned vacation after satisfactory completion of six (6) months of continuous service.

~~a. All employees will be eligible to take ten (10) days of vacation after completion of one year of service and each year thereafter through the fourth year of service.~~

~~b. All employees will be eligible to take fifteen (15) days of vacation after five years of service and each year thereafter through the sixth year of service.~~

~~c. All employees will be eligible to take sixteen (16) days of vacation after~~

~~seven years of service and each year thereafter through the eighth year of service.~~

~~d. All employees will be eligible to take seventeen (17) days of vacation after nine years of service and each year thereafter through the tenth year of service.~~

~~e. All employees will be eligible to take eighteen (18) days of vacation after eleven years of service and each year thereafter through the twelfth year of service.~~

~~f. All employees will be eligible to take nineteen (19) days of vacation after thirteen years of service.~~

~~g. All employees will be eligible to take twenty (20) days of vacation after fourteen years of service and each year thereafter through the nineteenth year of service.~~

~~h. All employees will be eligible to take twenty one (21) days of vacation after twenty years of service and each year thereafter through the twenty fourth year of service.~~

~~i. All employees will be eligible to take twenty two (22) days of vacation after twenty five years of service and each year of service thereafter.~~

Authorized vacation leave shall be computed on the following basis:

1. Upon successfully completing the six (6) month introductory period, an employee will have available forty (40) hours of vacation time. The employee will accrue an additional forty (40) hours in the first six (6) months of continuous service following the introductory period.

<u>2.</u>	<u>Years 2 through 4</u>	<u>Eighty (80) Hours</u>
<u>3.</u>	<u>Years 5 through 9</u>	<u>One Hundred Twenty-Five (125) Hours</u>
<u>4.</u>	<u>Years 10 through 14</u>	<u>One Hundred Thirty-Eight (138) Hours</u>
<u>5.</u>	<u>Years 15 through 19</u>	<u>One Hundred Sixty (160) Hours</u>
<u>6.</u>	<u>Years 20 through 24</u>	<u>One Hundred Eighty (180) Hours</u>
<u>7.</u>	<u>Years 25 +</u>	<u>Two Hundred (200) Hours</u>

All vacation will accrue on a prorated basis using a twenty-six pay period year.

2. An employee will earn a prorated portion of vacation leave for pay periods in which the employee is paid for less than sixty (60) hours, including paid leave.

3. Credit toward vacation leave shall not be earned while an employee is on a leave of

absence without pay subject to paragraph 2 above.

4. The amount of vacation leave debited shall be the exact number of days or hours an employee is scheduled to work when leave is utilized.

C. VACATION SCHEDULE

1. Vacation leave shall be taken at a time convenient to and approved by the department director or supervisor. Vacations may be granted at the time requested by the employee. While all eligible employees are encouraged to take two consecutive weeks of vacation each calendar year, when eligible, the City may grant shorter periods of vacation as needed or desired by employees.

2. Each employee shall take a minimum vacation of five consecutive days. In the event a holiday falls within the mandatory five-day term, such holiday use will satisfy the mandatory term requirements.

D. SENIORITY FOR VACATION AND PERSONAL HOLIDAY PLANNING

Appointing authorities shall grant leave on the basis of the work requirements of the City after conferring with employees and recognizing their wishes where possible. Preference in the scheduling of vacation and personal holiday time shall be given to employees within their job classification in order of their total length of employment with the City.

Job classifications with two or more employees will have two vacation schedules that will run consecutively.

1. Prime Vacation Schedule: An employee may make one choice of a minimum of five work days and a maximum of as many consecutive days as said employee has accrued vacation time. Vacation of greater than five (5) work days shall be consecutive work days so that only one block of vacation time is scheduled on the Prime Vacation Schedule. The Prime Vacation Schedule shall be completed by all employees in the affected job classification before the Secondary Vacation Schedule is initiated for that classification.

2. Secondary Vacation Schedule: An employee may make as many selections as said employee has accrued vacation time.

E. VACATION TIME CARRY-OVER

An employee will be allowed to carry no more than the maximum amount of vacation that he or she can earn in one (1) year, plus eighty (80) hours.

F. VACATION CREDIT ON TERMINATION AND RETIREMENT

Upon termination or retirement, an employee shall be paid for the unused portion of accumulated vacation leave.

ARTICLE V - MEDICAL LEAVE AND BEREAVEMENT LEAVE

A. WHEN AUTHORIZED FOR USE

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, or the employee's attendance at duty may jeopardize the health of others.
4. For necessary care and attendance during sickness of, or injury to, a member of the employee's immediate family (spouse, child, parent, or parent-in-law) or household. "Child" shall include a biological, adopted, or foster child; a step-child; a legal ward; or a child of a person standing "in loco parentis". The term "household" refers to a domestic partner that the employee shares household finances with for a period of not less than one year.

B. ACCRUAL AND USE

Medical leave shall be credited to all regular status employees as follows:

1. One work day for each full calendar month of service.
2. An employee will earn a prorated portion of Medical leave for calendar months in which the employee is paid for less than 120 hours, including paid leave.
3. Medical leave shall not be granted in advance of accrual.
4. Leave without pay may be granted for sickness extending beyond the earned credits.
5. After twelve continuous months of service, accrued vacation leave credits may be used for Medical leave when Medical leave credits have been exhausted.
6. The amount of Medical leave granted for necessary care of a sick member of an employee's immediate family or household shall not exceed thirty work days in any 12 month period.
7. The amount of Medical leave charged against an employee's accumulated total shall be computed on the basis of the exact number of days or hours an employee is scheduled to work when Medical leave is utilized, provided, that Medical leave shall be debited in no less than one-half (1/2) hour units.

C. PROOF OF ILLNESS

An employee who is absent on Medical leave for more than five days because of illness or that of a member of his or her family or household shall be required to furnish a statement signed by the attending physician or other proof of illness satisfactory to the supervisor or Department Director. The appointing authority may require this statement or proof for an absence chargeable to Medical leave of any duration.

D. FRAUDULENT USE OF MEDICAL LEAVE

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

E. NOTIFICATION OF ILLNESS

If a non-shift employee is absent for reasons that entitle the employee to Medical leave, the employee or a member of his or her household shall notify the employee's supervisor prior to thirty (30) minutes before the employee's scheduled work time. If the employee fails to notify his or her supervisor when it is 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. Shift workers are required to notify their supervisors two hours prior to scheduled work time.

F. COMPENSATION FOR UNUSED MEDICAL LEAVE

1. An employee may accumulate Medical leave to a maximum of 1039 hours. All employees shall be paid for forty-seven percent (47%) 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 for forty-seven percent (47%) 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.

G. BEREAVEMENT LEAVE

Bereavement leave shall be granted to eligible employees for up to two (2) days per calendar year for non-immediate family members. Non-immediate family member shall mean aunts, uncles, nieces and nephews. Any portion of a work day used for bereavement leave shall be considered a full day of bereavement leave. An employee shall be eligible to use up to three (3) days of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director and City Administrator for the death of a member of an employee's immediate family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation or personal leave.

ARTICLE VI - MILITARY LEAVE

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

ARTICLE VII - COURT LEAVE

A. WHEN AUTHORIZED

An employee who is required to serve as a witness or juror in a federal, state, county, police, 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 a litigant or witness in non-employment related litigation, the 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 compensable litigation witness or jury duty shall present to his or her supervisor the original summons or subpoena from the court, and at the conclusion of such duty, a signed statement showing the actual time in attendance at court.

C. FEES

Fees received for compensable witness or jury service in a federal, state, county, police or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof. No employee shall receive witness fees paid from City funds.

ARTICLE VIII - LEAVE WITHOUT PAY

A. WHEN AUTHORIZED

1. Leave without pay may be granted to an employee for any good cause or Union business when it is in the interest of the City to do so. The employee's interest shall be considered when his or her record of employment shows the employee to be of more than average value, and it is desirable to retain the employee even at some sacrifice. A Department Director may grant an employee leave without pay for 30 days time. Such leave may be extended for a period not to exceed one year by the Chief Administrative Officer. 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 except for unpaid leave for Union business.

3. When leave without pay is requested pursuant to the Family and Medical Leave Act (FMLA) policy, Articles of this contract shall govern to the extent they are not inconsistent with Federal law.

B. LIMITATIONS

Leave without pay shall be subject to the following provisions:

1. At the expiration of leave without pay, the employee shall return to the position held prior to his 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.
4. Leave without pay for more than thirty days during the probationary period shall not be counted as part of that period, but the employee to whom such leave has been granted shall be allowed to return to probationary period on return from leave.
5. Failure to report promptly at the expiration of a leave of absence shall be considered resignation.
6. When all available leave is exhausted.

ARTICLE IX - TEMPORARY DISABILITY LEAVE

A. POLICY

Any employee covered by this contract who sustains an on-the-job injury compensable under the Nebraska Workers Compensation Act will be granted temporary disability leave to allow the employee to receive the equivalent of the employee's net pay at the time of the injury. This period shall be up to one hundred fifty (150) consecutive calendar days following the original date of disability which shall mean that the employee is unable to perform the job duties as defined by the employee's job description. Any reoccurrence or exacerbation of an injury shall relate back to the original injury for purposes of this article, including the commencement date of the 150 day period.

B. DEFINITIONS

Temporary disability shall mean the complete inability of an employee, for reasons of accident or other cause while in the line of duty, to perform the job duties as defined by the employee's job description, for a period of time not to exceed one hundred fifty (150) consecutive calendar days from the date of injury or the date that disability begins.

Temporary disability leave shall mean paid leave provided by the City to an eligible employee when that employee has no other paid leave available.

C. APPLICATION OF WORKERS' COMPENSATION AND OTHER LEAVE BALANCES

All payments of salary provided by this article shall be subject to deduction of amounts paid under the Nebraska Workers' Compensation Act and other city leave balances as set forth below:

1. Pursuant to the waiting provisions in Section 48-119 of the Nebraska Workers' Compensation Act, no workers compensation shall be allowed during the first seven calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six weeks or longer. When the disability lasts less than six weeks, an employee may use Medical or vacation leave for the initial seven days. If no other leave is available, the City shall grant the employee temporary disability leave.

2. The employee shall retain all Workers Compensation payments following the initial waiting provisions as set forth above.

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

D. SUBROGATION

The City reserves a right of subrogation because of payment of temporary disability leave to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the third party to the extent of the City's payment of temporary disability leave. Should the employee receiving temporary disability leave collect from the third party for wages, salary, or expenses otherwise paid by the City, he or she will reimburse the City for money paid as temporary disability leave or expenses resulting from the injury. The City reserves any other subrogation rights under Nebraska law.

E. LIMITATION OF LEAVE

Temporary disability leave will not be available to employees following one hundred fifty (150) days from the original date that the disability begins absent express approval of the City Administrator, who may grant an extension of this time not to exceed sixty (60) days if the employee has sufficient accumulated medical leave. Such extension shall be chargeable to the employee's medical leave bank.

Any employee whose employment by the City is terminated due to exceeding this limitation of leave shall be compensated for any remaining unused Medical leave as in the case of retirement.

If an employee reaches maximum medical improvement (MMI) and it is determined that the employee cannot perform the essential functions of the job, the employee may be terminated prior to the expiration of the 150 day period or extension and will be compensated for any unused medical leave as in the case of retirement.

F. 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. The commencement of light duty work and/or modified duty work shall be five (5) calendar days from the date of disability. Any employee who does not willingly return to light duty work who is released by a doctor to do so, shall not be entitled to supplement worker's compensation benefits with temporary disability leave or medical leave. All employees in the City of Grand Island are covered by this policy and therefore are on notice from this date forward, that light duty work shall commence five (5) calendar days from the date of disability with appropriate medical release, unless the employee is willing to return sooner.

ARTICLE X - GENERAL PROVISIONS CONCERNING LEAVE

A. ABSENCE WITHOUT APPROVAL

An employee who is absent from duty without approval shall receive no pay for the duration of the absence, and unless there is a legitimate reason for the absence, shall be subject to disciplinary action.

B. AUTHORIZED LEAVE FORM

For all leaves except Medical leave, a written request on the authorized Leave Form, indicating the kind of leave, duration and dates of departure and return, must be approved prior to the taking of the leave. In the case of Medical leave, the form shall be completed and submitted for approval immediately upon the employee's return to duty. Unless an absence is substantiated by a Leave Form approved by the supervisor, an employee shall not be paid for any absence from scheduled work hours.

ARTICLE XI - PENSION AND RETIREMENT PLAN

A. COVERAGE

~~The City agrees that the employees covered under this agreement are covered under the pension plan as adopted in Ordinance No. 4244, as amended.~~ Employees are eligible to participate in the City's retirement plan at the start of employment. Employees must contribute a minimum of 3% and may contribute up to 6.5%. The City will match the employee's contribution level. The vesting schedule will follow the same schedule as outlined for general pension employees.

B. AMENDMENTS

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

ARTICLE XII - RATES OF PAY FOR WORK PERFORMED

The Union and the City considered the following array of cities and utilities to determine negotiated salaries and benefits for work performed in the various job classifications covered by this agreement: Ames, Iowa; Fremont, Nebraska; Independence, Missouri;~~Garden City, Kansas;~~ Hastings, Nebraska; ~~Kearney, Nebraska; Muscatine, Iowa; Norfolk, Nebraska; North Platte, Nebraska;~~ Cedar Falls, Iowa, ~~and Southern Nebraska Rural Public Power District~~ Loup Power and NPPD.

A. ~~2012~~4 - ~~2013~~5 FISCAL YEAR

Rates of pay for the period October 1, ~~2012~~4 through September 30, ~~2013~~5 for work

performed in the various classes of work under this agreement ~~shall be adjusted by 2% as~~ are set forth in Exhibit “A”, attached hereto. Said adjustments shall be effective the first full pay period on or after October 1, 201~~2~~4.

B. 2013~~5~~ - 2014~~6~~ FISCAL YEAR

Rates of pay for the period October 1, 201~~3~~5 through September 30, 201~~4~~6 for work performed in the various classes of work under this agreement ~~shall be adjusted by 2.75% as~~ are set forth in Exhibit “B”, attached hereto. Said adjustments shall be effective the first full pay period on or after October 1, 201~~3~~5.

C. 2016 – 2017 FISCAL YEAR

Rates of pay for the period October 1, 2016 through September 30, 2017 for work performed in the various classes of work under this agreement are set forth in Exhibit “C”, attached hereto. Said adjustments shall be effective the first full pay period on or after October 1, 2016.

C.D. 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 appropriations or ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The I.B.E.W. acknowledges that the City must comply with the Nebraska Budget Act.

D.E. PAY PLAN

1. Employees will be considered for pay schedule step increases upon the following schedule. Such adjustments in pay shall be effective on the first day of a pay period falling on or immediately after the classification anniversary.

- | | |
|------------|---|
| Step 1 | Entry Level; |
| Step 2 | Upon the successful completion of six months of service in Step 1 by an intra-Utility Department transfer employee; |
| Step 3 | Upon the successful completion of six months of service in Step 2 by an intra-Utility Department transfer employee; OR
Upon successful completion of one year of service in Step 1 by a new hire employee; |
| Step 4 – 8 | Upon successful completion of the anniversary of the employee’s hire date or the anniversary date of the employee’s promotion or demotion. |

The classification of Lineworker 1st Class may move through steps 1 through 8 in six month

intervals upon successful completion of the step.

2. The Mayor may evaluate the manner of performance of any employee, all employees, or any portion of the employees at any time during such employees' service. Any adjustments in the pay of such evaluated employees shall be effective on the first day of a pay period falling on or immediately after such adjustment. The first classification anniversary following such adjustment shall be used for the computation of the merit step increases for employees advanced to Step 4 or higher.

3. Employees, prior to advancing in step or grade, shall be evaluated. Such evaluation shall take place at least yearly. For purposes of an increase in pay, other than cost of living increases, an employee must receive at least a satisfactory rating during the first year of employment, or first year in a new position. Thereafter, to receive increases in pay, other than cost-of-living increases, an employee must receive a rating above satisfactory. Such evaluations shall be advisory and shall in no way require the granting of merit increases by the administration; but denial shall be in writing, showing cause for such denial. Should a merit increase be denied, a new evaluation shall be made six months from the date of the first evaluation.

4. Employees receiving the highest possible rating may be considered for more than a one-step increase when recommended by the Department Director.

5. In no case shall any employee be advanced beyond the maximum rate of the pay grade for his or her class of position.

ARTICLE XIII - EMPLOYEE RELATIONS

A. GENERAL

Every employee shall fulfill conscientiously the duties and responsibilities of his or her position. Employees shall conduct themselves at all times in a manner which reflects credit on the City. Employees shall be impartial in all official acts and shall in no way endanger nor give occasion for distrust of their 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 pressures on any employee to join it.
3. The Union shall continue the practice of non-discrimination in membership on the basis of race, religion, national origin, color, age, gender, disability status, or political affiliation.
4. At any meeting between a representative of the City and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, the Union steward may be present if the employee so

requests.

C. DISCIPLINARY ACTION

Any disciplinary action taken in accordance with State Statutes covering employees under this Agreement shall be governed by the grievance procedures set out in such Statutes.

ARTICLE XIV - GRIEVANCE PROCEDURE

A. PROCEDURE

An alleged grievance arising from an employee shall be handled ~~either by following the City Personnel Rules, or the Grievance Procedure~~ in the manner described below. The employee must choose, prior to beginning the process, to either follow the Personnel Rules or this Grievance Procedure – the employee may not do both. The employee must make this choice within three (3) business days.

A grievance for the purpose of this Agreement refers to a question of the interpretation of the terms of the labor agreement between the City and the Union. ~~A work week shall be defined as Monday through Friday.~~

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

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

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

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

4. Fourth Step - If the grievance is not settled to the satisfaction of the employee, the

employee or designated representative shall present it in writing to the Personnel Director within three (3) work days after the decision of the Department Director. The Personnel Director shall investigate the case within seven (7) work days and make a recommendation to the Chief Administrative Officer. The Chief Administrative Officer shall notify the employee of the decision made and of any action taken within seven (7) work days of the receipt of the grievance.

5. Fifth Step - If the grievance is not settled by the Chief Administrative Officer to the satisfaction of the employee, the employee may appeal, in writing, within ten (10) days of the receipt of the Chief Administrative Officer's decision to the arbitration board. The arbitration procedure established in this step shall extend only to those grievances which are arbitrable under this agreement. The arbitration procedure shall be as follows:

a. ~~The City and the Union shall each select an arbitrator within five days following the grieving party's written request, and the two thus chosen shall select a third impartial arbitrator. The three thus chosen shall be residents of the Grand Island, Nebraska, area (an area within 100 miles of the City), and shall constitute the arbitration board to hear and to determine the controversy or matter in dispute. If the third arbitrator cannot be found in the Grand Island area, he or she shall be obtained~~ obtain from the Federal Mediation and Conciliation Service a list of five (5) arbitrators. The City and Union shall take turns striking arbitrators until there is one left. The Union shall have the first strike. After the Union uses its first strike, the City shall exercise their first strike. The Union shall then exercise their final strike followed by the City exercising their final strike. by the two previously appointed. A finding or award of the ~~majority of the arbitration board~~ Arbitrator shall be advisory upon the parties.

b. ~~The third and impartial arbitrator shall act as the chairman of the arbitration board.~~ The procedure to be followed in submitting the grievance to the ~~arbitration board~~ Arbitrator shall, unless agreed upon by the parties prior to the hearing, be determined by the Arbitrator. ~~chairman of the arbitration board.~~

i. It is understood and agreed between the parties that the decision of the ~~Arbitrator arbitration board~~, constituted as set forth above, shall be advisory upon the parties, and that the ~~board's~~ Arbitrator's jurisdiction shall be limited to the application of this contract. The ~~board~~ Arbitrator does not have the jurisdiction to amend, alter, enlarge, or ignore any provision of this contract.

ii. ~~Each party shall bear the expenses of its own arbitrator but~~ The expenses of the third a Arbitrator shall be shared equally between the City and the Union.

iii. It is specifically agreed that grievances shall not be combined for purposes of submitting them to arbitration. Only one grievance shall be heard in an arbitration proceeding.

iv. If the City raises the question as to whether a grievance is arbitrable under this section, the ~~Arbitration Board~~ Arbitrator will not proceed under the assumption that the grievance is, in fact, arbitrable but must specifically rule on such question with the reason given therefor as part of ~~its~~ their written decision. The ~~Arbitration Board~~ Arbitrator may rule on the arbitrability and the merits in the same hearing.

B. PRESENTATION

All grievances shall be presented by the employee in person. The employee may designate another person to assist in preparing and presenting the grievance. An employee and his or her designated representative shall obtain the permission of their immediate supervisor before leaving the job site to prepare or present a grievance.

C. VIOLATION BY UNION

If the City believes that this Agreement is being violated by the Union, the Chief Administrative Officer or his or her designated representative will contact the Chief Officer of the local Union. If the City is not satisfied with the results of its contract with the Union as pertinent to the alleged violation it will take action in accordance with the provisions of the Nebraska Statutes.

ARTICLE XV - OTHER BENEFITS

A. MEDICAL INSURANCE

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

B. LIFE INSURANCE

The City will provide a \$50,000 term life insurance policy for the employee. Such policy shall contain an option allowing the employee to purchase additional term insurance as provided by the plan. The premium for the optional insurance shall be paid by the employee.

C. DISCONTINUANCE OF INSURANCE

1. An employee who is on an approved leave of absence without pay will not be removed from coverage under the City's hospitalization and medical insurance plan.

2. The employee will be required to pay to the City the premium on the life insurance policy and medical insurance during his or her leave of absence without pay.

D. PROTECTIVE CLOTHING

1. The Department Director of the Utilities Department shall determine what uniforms and protective clothing shall be required and furnished to employees.

2. The City will pay sixty per cent (60%) of the actual cost of providing and cleaning protective clothing as referred to in the Injury Prevention Program. The employee shall pay forty per cent (40%) of said cost. All classifications shall be eligible for the 60/40 boot allowance.

3. The Union President or his/her designee shall meet periodically with the Safety Director of the City's Utility Department.

4. The IBEW shall be entitled to designate at least one member to any safety committee required under Nebraska law. Employee members shall not be selected by the employer but shall be selected pursuant to procedures prescribed in rules and regulations adopted and promulgated by the Commissioner of Labor.

5. Employees who are required to wear fire retardant clothing will be eligible for an annual stipend to purchase or rent required uniforms as set forth below in lieu of provisions outlined in Article XV, D. 2.. Requirements detailing when F.R. clothing is to be worn to perform work duties will be determined by the Injury Prevention Program under the Arc Flash Protective Clothing policy. The employee will be reimbursed for said purchases with a receipt that shows proof of purchase. New employees who are required to wear F.R. full clothing, as determined by the Department Director, will be reimbursed up to \$1200 for the purchase of required F.R. clothing. Any employee who receives reimbursement and leaves the City within six months of the reimbursement will ~~will~~ be required to return said reimbursement on a pro-rated basis.

Classifications Requiring Full F.R.:

- Year ~~1~~2 and every subsequent year: \$600
- Employees may purchase and/or rent F.R. clothing and F.R. winter gear using the allowance.

Classifications Requiring Partial F.R.:

- Year 1 and every subsequent year: \$350
- Employees may purchase and/or rent F.R. clothing using the allowance.
- These classifications may also participate in the 60/40 winter weather clothing.

E. MILEAGE PAID FOR USE OF PRIVATE VEHICLES

The City agrees to pay employees for the approved use of their personal automobile in the performance of their duties at the rate provided by Neb. Rev. Stat. § 81-1176, as amended.

F. TRAVEL TIME REIMBURSEMENT

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

G. MEDICAL INSURANCE COMMITTEE

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

H. VOLUNTARY EMPLOYEE BENEFITS ASSOCIATION (VEBA)

All employees will be eligible to participate in the group VEBA. A contribution will be made on the employee's behalf each pay period in the amount of Twenty and No/100 Dollars (\$20.00). Employees will have access to the money in their VEBA account for eligible medical expenses upon termination with the City.

ARTICLE XVI - MANAGEMENT RIGHTS

A. OPERATION IN BEST INTERESTS OF CITY

The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees, provided, that the City, acting through its administrator, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.

B. STATUTORY AND ORDINANCE RIGHTS

This agreement in no way changes the power of the City to exercise any and all powers vested in it by the statutes of the State of Nebraska and the code of the City of Grand Island.

C. OTHER RIGHTS

It is understood and agreed that the City possesses the sole right to operate the Utilities 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:

1. Discipline or discharge for just cause.
2. Direct the work force.
3. Hire, assign or transfer employees.
4. Determine the mission of the Utility.
5. Determine the methods, means, number of personnel needed to carry out the Utility's mission.
6. Introduce new or improved methods or facilities.
7. Change existing methods or facilities.
8. Relieve employees.
9. Contract out for goods or service.

D. PRIOR AGREEMENTS SUPERSEDED

This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of employees in the Union. 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 or agreement between the employer and the Union or any individual employee covered by this agreement is hereby superseded.

E. PERSONNEL FUNCTIONS

All personnel functions of the City shall be handled by a duly designated representative of the Mayor or Chief Administrative Officer. The Union agrees that it shall deal with the City only through the Chief Administrative Officer, or his or her designated representative.

F. MEMBERS OF CITY COUNCIL

The Union and its membership agree that it will not contact or deal with any of the members of the City Council concerning any aspects of negotiations, grievances, or any other relationship between the Union and the City.

G. MATTERS NOT MENTIONED

The rights of the employees are encompassed within this Agreement. Any and all matters not specifically mentioned in this Agreement are reserved to the City. Such matters reserved to the City and all matters specified in Paragraph "C" above (except No. 1) shall not be subject to grievance proceedings or negotiation during the life of this Agreement. All provisions of Chapters one, two, and three of the City Personnel Rules and Regulations now in effect hereafter not in conflict with this contract are by this reference made a part of this Agreement.

ARTICLE XVII - OPERATIONS, SALES, MERGERS, DISSOLUTION

A. SALE OF FACILITIES OR OPERATIONS

This agreement shall not in any manner prevent the City from selling any part of or all of the Utilities' facilities and/or operations to others.

B. LEASE OF FACILITIES OR OPERATIONS

This agreement shall not in any manner prevent the City from leasing any part of or all of the Utilities' facilities and/or operations to others.

C. MERGING FACILITIES OR OPERATIONS

This agreement shall not in any manner prevent the City from merging any part of or all of the Utilities' facilities and/or operations with other utilities.

D. CEASING OPERATIONS

This agreement shall not in any manner prevent the City from ceasing any part of or all of its Utilities' operation at any time.

E. PAYMENT OF ACCRUED LEAVE

In the event of a sale, transfer, merger, or cessation of utility operations, or any part thereof, those employees affected shall be paid at the time of sale, transfer, merger or cessation, compensation representing total accrued vacation leave unless the employee transfers to another city department .

ARTICLE XVIII - STRIKES AND LOCKOUTS

A. STRIKES

Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slow-down, concerted stoppage of work or any other intentional interruption of the operations of the City, regardless of the reason for so doing. The Union shall at all times keep its members on the job during periods of negotiations and hearings for the settlement of grievances. If employees strike or in any manner slow down or stop work without Union authorization, the Union shall notify the City of the facts involved with the incident. No employee may miss work because he or she fails or refuses to cross a picket line on any City premises. Any or all employees who violate any of the provisions of this Article without Union sanction may be summarily discharged or disciplined by the City. Such discharge or discipline shall not be subject to grievance proceedings under any circumstances.

B. LOCKOUTS

The City will not lock out any employees during the term of the Agreement as a result of a labor dispute with the Union.

ARTICLE XIX - GENERAL PROVISIONS

A. SOLICITATION OF UNION BUSINESS

1. No non-employee representative of the Union shall be permitted to come on the premises of the Utilities Department for any reason without first presenting his or her credentials to the Chief Administrative Officer or his or her authorized representative and obtaining permission to come on the premises of the Utilities Department.

2. The Union agrees that it, or its representatives, shall not solicit members in the Union, or otherwise carry on Union activities while the employees concerned are on City time.

B. SOLICITATION FOR A NON-PROFIT ORGANIZATION

When the City is, in cooperation with a non-profit organization, seeking contributions from its employees of the bargaining unit, such solicitation shall be coordinated with Union representatives, and Union representatives shall be responsible for approaching members of the unit for purposes of acquiring pledges or contributions.

C. EMPLOYEE RIGHTS TO UNION MEMBERSHIP

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.

D. DEMOTION

An employee who fails to satisfactorily perform the duties of a classification into which he or she has been promoted shall be demoted to the classification from which promoted. He or she shall return to the same pay step held prior to promotion with the same regular status held prior to promotion.

E. BULLETIN BOARDS ON CITY PREMISES

The Union shall have the right to mount bulletin boards at its own expense at each office or plant location. The location, number, and construction of such bulletin boards, however, shall be subject to the approval of the City. The use of such bulletin boards shall be considered proper when confined to factual notices and announcements of the Union, such as:

- a. Meetings
- b. Nominations and elections of Union officers
- c. Results of Union elections
- d. Appointments to Union offices and committees
- e. Social or recreational affairs
- f. Agreements made between the Union and the Company
- g. Joint announcements of letters issued by the Union and the City, or
- h. Other items as approved by personnel director of the City.

F. SENIORITY, PROMOTION, LAYOFF - PROCEDURE

1. SENIORITY. Seniority shall accrue to an employee from his or her first day of employment with the City and shall vest upon completion of the employee's probationary period.

2. PROMOTION. Promotion shall be accomplished utilizing testing procedures and performance evaluations. When two or more employees are equally qualified for promotion, seniority shall become a deciding factor.

3. LAYOFF. If needed, layoff shall be accomplished in accordance with management's right to maintain proper city services concerning job classifications. Layoffs within a job classification shall be by seniority, least senior being laid off first.

G. RESIDENCY

All employees of the Utilities Department are required to reside within the limits as outlined on Exhibit “**ED**”, attached hereto and made a part hereof by reference. Employees shall establish residency within area as set forth in Exhibit “**ED**” within six months after the calendar day of commencement of employment and shall maintain such residency during the term of employment.

ARTICLE XX - DURATION OF CONTRACT

A. RIGHTS ON TERMINATION

All of the terms, rights, obligations, benefits and conditions of this Agreement will expire on its termination.

B. TERM

This Agreement shall continue in full force and effect from its effective date through September 30, 2014⁷ provided:

1. Either party may re-open this Agreement between October 1 and October 30 of any year in which the City does not adopt a budget statement and appropriation ordinance sufficient to fund the rates of pay and fringe benefits previously agreed upon by the parties. Negotiations shall be limited to rates of pay and fringe benefits and shall be completed by November 30. Upon notification by either party, the parties shall mutually agree upon the time and place for the first negotiating session. Subsequent sessions shall be set by mutual agreement. Agreement in the setting of negotiating sessions shall not be unreasonably withheld by either party.

2. Negotiations for a new agreement to take effect upon the termination of this Agreement may begin on January 1 of the year of termination of this Agreement with an expectation that they begin no later than February 1, of that year, and with an expectation that they be completed by May 30, of that year, for budget preparation purposes.

ARTICLE XXI - PAYROLL DEDUCTION OF UNION DUES

A. PAYROLL DEDUCTION

Upon receipt of a properly executed written request for payroll deduction of Union membership dues signed by any regular permanent employee, the Department shall: (1) make payroll deductions in accordance with that authorization card from such employee's wages and payments, and (2) remit the amount so deducted to the business manager of Local 1597, I.B.E.W. of America. The City agrees not to withhold any initiation fees, assessments, special or otherwise, nor any funds from an employee's pay for the benefit of the Union other than the regular monthly Union dues as set forth herein.

B. REQUEST FORMS

Requests for payroll deduction or revocation of said Union membership dues must be made on the form approved by the Union and the Department.

C. UNION CERTIFICATION

By written certification, the business manager of the I.B.E.W. shall keep the Department currently informed of the amount of regular Union membership dues for the pay period. Standard annual dues increases shall not require new authorization cards from each employee.

D. INDEMNIFICATION

The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with the provisions of this part, or in reliance on any dues deduction card furnished under the provisions of this part or on any certification by the business manager of the I.B.E.W.

E. STRIKES, ETC.

This Article shall become null and void for the remaining life of the contract, effective immediately, in the event the Union or its members participate in a strike, slowdown, work stoppage, or other intentional interruption of the City Utility operations.

ARTICLE XXII - SEVERABILITY

If any of the provisions of this Agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XXIII - SCOPE OF AGREEMENT

A. COMPLETE AGREEMENT

The parties mutually agree that this contract constitutes the entire Agreement and understanding concerning all proper subjects of collective bargaining for the duration of the contract between the parties and supersedes all previous agreements. This contract shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties.

B. INTERPRETATION

This Agreement has been executed in accordance with the statutes and the laws of the State of Nebraska and the United States of America, and any dispute, disagreement, or litigation arising

under this Agreement shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

C. NEGOTIATIONS

The parties agree that the negotiations preceding the signing of this Agreement included negotiations on all proper subjects of bargaining and that all negotiations were conducted in accordance with all applicable federal and state requirements.

ARTICLE XXIV - C. I. R. WAIVER

As a result of negotiations, and in consideration of this entire collective bargaining agreement, the Union, on behalf of all of its members, hereby knowingly, intelligently, and voluntarily waives its right to file any proceedings with the Nebraska Commission of Industrial Relations 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, 201~~2~~⁴ through September 30, 201~~4~~⁷.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF GRAND ISLAND, NEBRASKA, A MUNICIPAL CORPORATION

BY
JAY VAVRICEK, MAYOR

ATTEST _____ Dated _____
RANAE EDWARDS, CITY CLERK

I.B.E.W. LOCAL No. 1597

BY _____ Dated _____
PRESIDENT LOCAL No. 1597

CHIEF STEWARD LOCAL No. 1597

____ **IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this ____ day of August 2012.

____ **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, Local Union No. 1597**

By _____

President, Local Union 1597

By _____

Vice President, Local Union 1597

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By _____

Jay Vavricek, Mayor

Attest _____

RaNae Edwards, City Clerk

IBEW UTILITIES

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Meter Reader	Hourly	17.4937	18.1699	18.8722	19.6016	20.3591	21.1460	21.9633	22.8123
	Biweekly	1,399.50	1,453.59	1,509.78	1,568.13	1,628.73	1,691.68	1,757.06	1,824.98
	Monthly	3,032.25	3,149.45	3,271.19	3,397.62	3,528.92	3,665.31	3,806.96	3,954.12
	Annually	36,387.00	37,793.34	39,254.28	40,771.38	42,346.98	43,983.68	45,683.56	47,449.48

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Sr Meter Reader	Hourly	20.7188	21.2320	21.7582	22.2973	22.8498	23.4159	23.9962	24.5907
	Biweekly	1,657.50	1,698.56	1,740.66	1,783.78	1,827.98	1,873.27	1,919.70	1,967.26
	Monthly	3,591.25	3,680.21	3,771.43	3,864.86	3,960.62	4,058.75	4,159.35	4,262.40
	Annually	43,095.00	44,162.56	45,257.16	46,378.28	47,527.48	48,705.02	49,912.20	51,148.76

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Custodian-PCC 8005	Hourly	16.4824	16.8785	17.2841	17.6996	18.1249	18.5607	19.0066	19.4635
	Biweekly	1,318.59	1,350.28	1,382.73	1,415.97	1,449.99	1,484.86	1,520.53	1,557.08
	Monthly	2,856.95	2,925.61	2,995.92	3,067.94	3,141.65	3,217.20	3,294.48	3,373.67
	Annually	34,283.34	35,107.28	35,950.98	36,815.22	37,699.74	38,606.36	39,533.78	40,484.08

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Custodian-PGS 8006	Hourly	16.4824	16.8785	17.2841	17.6996	18.1249	18.5607	19.0066	19.4635
	Biweekly	1,318.59	1,350.28	1,382.73	1,415.97	1,449.99	1,484.86	1,520.53	1,557.08
	Monthly	2,856.95	2,925.61	2,995.92	3,067.94	3,141.65	3,217.20	3,294.48	3,373.67
	Annually	34,283.34	35,107.28	35,950.98	36,815.22	37,699.74	38,606.36	39,533.78	40,484.08

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Elc Undgr Crew Chief 8010	Hourly	31.5374	32.6394	33.7800	34.9605	36.1823	37.4469	38.7553	40.1096
	Biweekly	2,522.99	2,611.15	2,702.40	2,796.84	2,894.58	2,995.75	3,100.42	3,208.77
	Monthly	5,466.48	5,657.49	5,855.20	6,059.82	6,271.59	6,490.79	6,717.58	6,952.34
	Annually	65,597.74	67,889.90	70,262.40	72,717.84	75,259.08	77,889.50	80,610.92	83,428.02

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Elc Distr Crew Chief 8011	Hourly	31.5374	32.6394	33.7800	34.9605	36.1823	37.4469	38.7553	40.1096
	Biweekly	2,522.99	2,611.15	2,702.40	2,796.84	2,894.58	2,995.75	3,100.42	3,208.77
	Monthly	5,466.48	5,657.49	5,855.20	6,059.82	6,271.59	6,490.79	6,717.58	6,952.34
	Annually	65,597.74	67,889.90	70,262.40	72,717.84	75,259.08	77,889.50	80,610.92	83,428.02

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Engineering Tech I 8020	Hourly	19.3051	20.3188	21.3856	22.5086	23.6907	24.9347	26.2439	27.6220
	Biweekly	1,544.41	1,625.50	1,710.85	1,800.69	1,895.26	1,994.78	2,099.51	2,209.76
	Monthly	3,346.22	3,521.92	3,706.84	3,901.50	4,106.40	4,322.02	4,548.94	4,787.81
	Annually	40,154.66	42,263.00	44,482.10	46,817.94	49,276.76	51,864.28	54,587.26	57,453.76

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Engineering Tech II 8025	Hourly	23.8649	24.9656	26.1170	27.3217	28.5820	29.9002	31.2794	32.7220
	Biweekly	1,909.19	1,997.25	2,089.36	2,185.74	2,286.56	2,392.02	2,502.35	2,617.76
	Monthly	4,136.58	4,327.38	4,526.95	4,735.77	4,954.21	5,182.71	5,421.76	5,671.81
	Annually	49,638.94	51,928.50	54,323.36	56,829.24	59,450.56	62,192.52	65,061.10	68,061.76

IBEW UTILITIES

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Instrument Tech 8035	Hourly	29.2910	30.4798	31.7166	33.0035	34.3429	35.7365	37.1867	38.6958
	Biweekly	2,343.28	2,438.38	2,537.33	2,640.28	2,747.43	2,858.92	2,974.94	3,095.66
	Monthly	5,077.11	5,283.16	5,497.55	5,720.61	5,952.77	6,194.33	6,445.70	6,707.26
	Annually	60,925.28	63,397.88	65,970.58	68,647.28	71,433.18	74,331.92	77,348.44	80,487.16

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Lineworker Appr 8040	Hourly	20.0501	21.1770	22.3673	23.6242	24.9518	26.3542	27.8354	29.3996
	Biweekly	1,604.01	1,694.16	1,789.38	1,889.94	1,996.14	2,108.34	2,226.83	2,351.97
	Monthly	3,475.36	3,670.68	3,876.99	4,094.87	4,324.97	4,568.07	4,824.80	5,095.94
	Annually	41,704.26	44,048.16	46,523.88	49,138.44	51,899.64	54,816.84	57,897.58	61,151.22

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Lineworker 1st Cl 8045	Hourly	29.8350	30.5588	31.3003	32.0598	32.8378	33.6342	34.4504	35.2863
	Biweekly	2,386.80	2,444.70	2,504.02	2,564.78	2,627.02	2,690.74	2,756.03	2,822.90
	Monthly	5,171.40	5,296.85	5,425.38	5,557.02	5,691.88	5,829.94	5,971.40	6,116.28
	Annually	62,056.80	63,562.20	65,104.52	66,684.28	68,302.52	69,959.24	71,656.78	73,395.40

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Materials Handler 8055	Hourly	22.9057	23.8851	24.9061	25.9707	27.0809	28.2385	29.4457	30.7045
	Biweekly	1,832.46	1,910.81	1,992.49	2,077.66	2,166.47	2,259.08	2,355.66	2,456.36
	Monthly	3,970.33	4,140.09	4,317.06	4,501.60	4,694.02	4,894.67	5,103.93	5,322.11
	Annually	47,643.96	49,681.06	51,804.74	54,019.16	56,328.22	58,736.08	61,247.16	63,865.36

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Meter Technician 8060	Hourly	23.5203	24.2428	24.9875	25.7552	26.5465	27.3620	28.2025	29.0688
	Biweekly	1,881.62	1,939.42	1,999.00	2,060.42	2,123.72	2,188.96	2,256.20	2,325.50
	Monthly	4,076.84	4,202.08	4,331.17	4,464.24	4,601.39	4,742.75	4,888.43	5,038.58
	Annually	48,922.12	50,424.92	51,974.00	53,570.92	55,216.72	56,912.96	58,661.20	60,463.00

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Power Dispatcher I 8070	Hourly	27.7874	29.1271	30.5311	32.0031	33.5460	35.1632	36.8585	38.6353
	Biweekly	2,222.99	2,330.17	2,442.49	2,560.25	2,683.68	2,813.06	2,948.68	3,090.82
	Monthly	4,816.48	5,048.70	5,292.06	5,547.21	5,814.64	6,094.96	6,388.81	6,696.78
	Annually	57,797.74	60,584.42	63,504.74	66,566.50	69,775.68	73,139.56	76,665.68	80,361.32

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Power Dispatcher II 8075	Hourly	29.1854	30.5918	32.0659	33.6110	35.2306	36.9281	38.7076	40.5728
	Biweekly	2,334.83	2,447.34	2,565.27	2,688.88	2,818.45	2,954.25	3,096.61	3,245.82
	Monthly	5,058.80	5,302.57	5,558.09	5,825.91	6,106.64	6,400.88	6,709.32	7,032.61
	Annually	60,705.58	63,630.84	66,697.02	69,910.88	73,279.70	76,810.50	80,511.86	84,391.32

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PP Maint Mch PGS 8080	Hourly	27.8819	28.7691	29.6847	30.6293	31.6041	32.6098	33.6476	34.7182
	Biweekly	2,230.55	2,301.53	2,374.78	2,450.34	2,528.33	2,608.78	2,691.81	2,777.46
	Monthly	4,832.86	4,986.65	5,145.36	5,309.07	5,478.05	5,652.36	5,832.26	6,017.83
	Annually	57,994.30	59,839.78	61,744.28	63,708.84	65,736.58	67,828.28	69,987.06	72,213.96

IBEW UTILITIES

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PP Maint Mch	Hourly	27.8819	28.7691	29.6847	30.6293	31.6041	32.6098	33.6476	34.7182
Burdick	Biweekly	2,230.55	2,301.53	2,374.78	2,450.34	2,528.33	2,608.78	2,691.81	2,777.46
8081	Monthly	4,832.86	4,986.65	5,145.36	5,309.07	5,478.05	5,652.36	5,832.26	6,017.83
	Annually	57,994.30	59,839.78	61,744.28	63,708.84	65,736.58	67,828.28	69,987.06	72,213.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Pwr Plt Operator	Hourly	31.0740	31.7587	32.4586	33.1739	33.9047	34.6520	35.4155	36.1958
PGS	Biweekly	2,485.92	2,540.70	2,596.69	2,653.91	2,712.38	2,772.16	2,833.24	2,895.66
8090	Monthly	5,386.16	5,504.85	5,626.16	5,750.14	5,876.82	6,006.35	6,138.69	6,273.93
	Annually	64,633.92	66,058.20	67,513.94	69,001.66	70,521.88	72,076.16	73,664.24	75,287.16

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Sr Material Handler	Hourly	27.7582	28.8321	29.9475	31.1062	32.3099	33.5600	34.8583	36.2068
8100	Biweekly	2,220.66	2,306.57	2,395.80	2,488.50	2,584.79	2,684.80	2,788.66	2,896.54
	Monthly	4,811.43	4,997.57	5,190.90	5,391.75	5,600.38	5,817.07	6,042.10	6,275.84
	Annually	57,737.16	59,970.82	62,290.80	64,701.00	67,204.54	69,804.80	72,505.16	75,310.04

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Sr Pwr Dispatcher	Hourly	34.7740	36.3823	38.0648	39.8253	41.6671	43.5942	45.6104	47.7197
8105	Biweekly	2,781.92	2,910.58	3,045.18	3,186.02	3,333.37	3,487.54	3,648.83	3,817.58
	Monthly	6,027.49	6,306.26	6,597.89	6,903.04	7,222.30	7,556.34	7,905.80	8,271.42
	Annually	72,329.92	75,675.08	79,174.68	82,836.52	86,667.62	90,676.04	94,869.58	99,257.08

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Sr Pwr Plt Operator	Hourly	32.7054	33.8867	35.1109	36.3792	37.6932	39.0549	40.4656	41.9272
8110	Biweekly	2,616.43	2,710.94	2,808.87	2,910.34	3,015.46	3,124.39	3,237.25	3,354.18
	Monthly	5,668.93	5,873.70	6,085.89	6,305.74	6,533.50	6,769.51	7,014.04	7,267.39
	Annually	68,027.18	70,484.44	73,030.62	75,668.84	78,401.96	81,234.14	84,168.50	87,208.68

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Sr Water Main Wrkr	Hourly	22.7186	23.6295	24.5771	25.5623	26.5871	27.6532	28.7619	29.9152
8120	Biweekly	1,817.49	1,890.36	1,966.17	2,044.98	2,126.97	2,212.26	2,300.95	2,393.22
	Monthly	3,937.90	4,095.78	4,260.04	4,430.79	4,608.44	4,793.23	4,985.39	5,185.31
	Annually	47,254.74	49,149.36	51,120.42	53,169.48	55,301.22	57,518.76	59,824.70	62,223.72

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Sr Engineering Tech	Hourly	31.0860	31.9959	32.9324	33.8962	34.8883	35.9095	36.9604	38.0423
8125	Biweekly	2,486.88	2,559.67	2,634.59	2,711.70	2,791.06	2,872.76	2,956.83	3,043.38
	Monthly	5,388.24	5,545.95	5,708.28	5,875.35	6,047.30	6,224.31	6,406.47	6,593.99
	Annually	64,658.88	66,551.42	68,499.34	70,504.20	72,567.56	74,691.76	76,877.58	79,127.88

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Sr Substation Tech	Hourly	37.7867	37.9802	38.1750	38.3706	38.5671	38.7648	38.9634	39.1631
8130	Biweekly	3,022.94	3,038.42	3,054.00	3,069.65	3,085.37	3,101.18	3,117.07	3,133.05
	Monthly	6,549.70	6,583.24	6,617.00	6,650.91	6,684.97	6,719.22	6,753.65	6,788.28
	Annually	78,596.44	78,998.92	79,404.00	79,810.90	80,219.62	80,630.68	81,043.82	81,459.30

IBEW UTILITIES

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Substation Tech	Hourly	34.9805	35.1754	35.3716	35.5688	35.7672	35.9668	36.1673	36.3691
8135	Biweekly	2,798.44	2,814.03	2,829.73	2,845.50	2,861.38	2,877.34	2,893.38	2,909.53
	Monthly	6,063.29	6,097.07	6,131.08	6,165.25	6,199.66	6,234.24	6,268.99	6,303.98
	Annually	72,759.44	73,164.78	73,572.98	73,983.00	74,395.88	74,810.84	75,227.88	75,647.78

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
System Tech	Hourly	30.8277	31.8999	33.0093	34.1573	35.3453	36.5747	37.8468	39.1631
PCC	Biweekly	2,466.22	2,551.99	2,640.74	2,732.58	2,827.62	2,925.98	3,027.74	3,133.05
8140	Monthly	5,343.48	5,529.31	5,721.60	5,920.59	6,126.51	6,339.62	6,560.10	6,788.28
	Annually	64,121.72	66,351.74	68,659.24	71,047.08	73,518.12	76,075.48	78,721.24	81,459.30

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
System Tech	Hourly	30.8277	31.8999	33.0093	34.1573	35.3453	36.5747	37.8468	39.1631
PGS	Biweekly	2,466.22	2,551.99	2,640.74	2,732.58	2,827.62	2,925.98	3,027.74	3,133.05
8141	Monthly	5,343.48	5,529.31	5,721.60	5,920.59	6,126.51	6,339.62	6,560.10	6,788.28
	Annually	64,121.72	66,351.74	68,659.24	71,047.08	73,518.12	76,075.48	78,721.24	81,459.30

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Tree Trim Crew Chief	Hourly	27.9451	28.8232	29.7292	30.6634	31.6271	32.6212	33.6463	34.7038
8145	Biweekly	2,235.61	2,305.86	2,378.34	2,453.07	2,530.17	2,609.70	2,691.70	2,776.30
	Monthly	4,843.82	4,996.03	5,153.07	5,314.99	5,482.04	5,654.35	5,832.02	6,015.32
	Annually	58,125.86	59,952.36	61,836.84	63,779.82	65,784.42	67,852.20	69,984.20	72,183.80

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Pwr Plt Oper	Hourly	31.0740	31.7587	32.4586	33.1739	33.9047	34.6520	35.4155	36.1958
Burdick	Biweekly	2,485.92	2,540.70	2,596.69	2,653.91	2,712.38	2,772.16	2,833.24	2,895.66
8150	Monthly	5,386.16	5,504.85	5,626.16	5,750.14	5,876.82	6,006.35	6,138.69	6,273.93
	Annually	64,633.92	66,058.20	67,513.94	69,001.66	70,521.88	72,076.16	73,664.24	75,287.16

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Util Electrician	Hourly	27.2778	28.3633	29.4925	30.6663	31.8869	33.1562	34.4760	35.8483
8155	Biweekly	2,182.22	2,269.06	2,359.40	2,453.30	2,550.95	2,652.50	2,758.08	2,867.86
	Monthly	4,728.14	4,916.30	5,112.03	5,315.48	5,527.06	5,747.08	5,975.84	6,213.70
	Annually	56,737.72	58,995.56	61,344.40	63,785.80	66,324.70	68,965.00	71,710.08	74,564.36

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Util Technician	Hourly	26.3840	27.7055	29.0841	30.5349	32.0572	33.6658	35.3463	37.1128
PGS	Biweekly	2,110.72	2,216.44	2,326.73	2,442.79	2,564.58	2,693.26	2,827.70	2,969.02
8160	Monthly	4,573.23	4,802.29	5,041.25	5,292.71	5,556.59	5,835.40	6,126.68	6,432.88
	Annually	54,878.72	57,627.44	60,494.98	63,512.54	66,679.08	70,024.76	73,520.20	77,194.52

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Util Technician	Hourly	26.3840	27.7055	29.0841	30.5349	32.0572	33.6658	35.3463	37.1128
Burdick	Biweekly	2,110.72	2,216.44	2,326.73	2,442.79	2,564.58	2,693.26	2,827.70	2,969.02
8161	Monthly	4,573.23	4,802.29	5,041.25	5,292.71	5,556.59	5,835.40	6,126.68	6,432.88
	Annually	54,878.72	57,627.44	60,494.98	63,512.54	66,679.08	70,024.76	73,520.20	77,194.52

IBEW UTILITIES

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Util Warehouse Clerk	Hourly	20.2102	20.8258	21.4601	22.1141	22.7878	23.4820	24.1974	24.9346
8165	Biweekly	1,616.82	1,666.06	1,716.81	1,769.13	1,823.02	1,878.56	1,935.79	1,994.77
	Monthly	3,503.11	3,609.80	3,719.76	3,833.12	3,949.88	4,070.21	4,194.21	4,322.00
	Annually	42,037.32	43,317.56	44,637.06	45,997.38	47,398.52	48,842.56	50,330.54	51,864.02

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Water Maint Worker	Hourly	18.9281	19.8253	20.7651	21.7495	22.7804	23.8602	24.9911	26.1756
8175	Biweekly	1,514.25	1,586.02	1,661.21	1,739.96	1,822.43	1,908.82	1,999.29	2,094.05
	Monthly	3,280.88	3,436.38	3,599.29	3,769.91	3,948.60	4,135.78	4,331.80	4,537.11
	Annually	39,370.50	41,236.52	43,191.46	45,238.96	47,383.18	49,629.32	51,981.54	54,445.30

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Wireworker I	Hourly	21.5148	22.6062	23.7532	24.9583	26.2244	27.5548	28.9529	30.4219
8180	Biweekly	1,721.18	1,808.50	1,900.26	1,996.66	2,097.95	2,204.38	2,316.23	2,433.75
	Monthly	3,729.22	3,918.42	4,117.23	4,326.10	4,545.56	4,776.16	5,018.50	5,273.13
	Annually	44,750.68	47,021.00	49,406.76	51,913.16	54,546.70	57,313.88	60,221.98	63,277.50

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Wireworker II	Hourly	29.8350	30.5588	31.3003	32.0598	32.8378	33.6342	34.4504	35.2863
8185	Biweekly	2,386.80	2,444.70	2,504.02	2,564.78	2,627.02	2,690.74	2,756.03	2,822.90
	Monthly	5,171.40	5,296.85	5,425.38	5,557.02	5,691.88	5,829.94	5,971.40	6,116.28
	Annually	62,056.80	63,562.20	65,104.52	66,684.28	68,302.52	69,959.24	71,656.78	73,395.40

IBEW UTILITIES

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Meter Reader	Hourly	18.1497	18.8513	19.5799	20.3367	21.1226	21.9390	22.7869	23.6678
	Biweekly	1,451.98	1,508.10	1,566.39	1,626.94	1,689.81	1,755.12	1,822.95	1,893.42
	Monthly	3,145.96	3,267.55	3,393.85	3,525.04	3,661.26	3,802.76	3,949.73	4,102.41
	Annually	37,751.48	39,210.60	40,726.14	42,300.44	43,935.06	45,633.12	47,396.70	49,228.92

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Sr Meter Reader	Hourly	21.4958	22.0282	22.5741	23.1334	23.7067	24.2940	24.8961	25.5129
	Biweekly	1,719.66	1,762.26	1,805.93	1,850.67	1,896.54	1,943.52	1,991.69	2,041.03
	Monthly	3,725.93	3,818.23	3,912.85	4,009.79	4,109.17	4,210.96	4,315.33	4,422.23
	Annually	44,711.16	45,818.76	46,954.18	48,117.42	49,310.04	50,531.52	51,783.94	53,066.78

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Custodian-PCC	Hourly	16.8533	17.2583	17.6730	18.0978	18.5327	18.9783	19.4342	19.9014
	8005 Biweekly	1,348.26	1,380.66	1,413.84	1,447.82	1,482.62	1,518.26	1,554.74	1,592.11
	Monthly	2,921.23	2,991.43	3,063.32	3,136.94	3,212.34	3,289.56	3,368.60	3,449.57
	Annually	35,054.76	35,897.16	36,759.84	37,643.32	38,548.12	39,474.76	40,423.24	41,394.86

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Custodian-PGS	Hourly	16.8533	17.2583	17.6730	18.0978	18.5327	18.9783	19.4342	19.9014
	8006 Biweekly	1,348.26	1,380.66	1,413.84	1,447.82	1,482.62	1,518.26	1,554.74	1,592.11
	Monthly	2,921.23	2,991.43	3,063.32	3,136.94	3,212.34	3,289.56	3,368.60	3,449.57
	Annually	35,054.76	35,897.16	36,759.84	37,643.32	38,548.12	39,474.76	40,423.24	41,394.86

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Elc Undgr Crew Chief	Hourly	32.2470	33.3738	34.5401	35.7471	36.9964	38.2895	39.6273	41.0121
	8010 Biweekly	2,579.76	2,669.90	2,763.21	2,859.77	2,959.71	3,063.16	3,170.18	3,280.97
	Monthly	5,589.48	5,784.78	5,986.96	6,196.17	6,412.71	6,636.85	6,868.72	7,108.77
	Annually	67,073.76	69,417.40	71,843.46	74,354.02	76,952.46	79,642.16	82,424.68	85,305.22

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Elc Distr Crew Chief	Hourly	32.2470	33.3738	34.5401	35.7471	36.9964	38.2895	39.6273	41.0121
	8011 Biweekly	2,579.76	2,669.90	2,763.21	2,859.77	2,959.71	3,063.16	3,170.18	3,280.97
	Monthly	5,589.48	5,784.78	5,986.96	6,196.17	6,412.71	6,636.85	6,868.72	7,108.77
	Annually	67,073.76	69,417.40	71,843.46	74,354.02	76,952.46	79,642.16	82,424.68	85,305.22

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Engineering Tech I	Hourly	19.7395	20.7760	21.8668	23.0150	24.2237	25.4957	26.8344	28.2435
	8020 Biweekly	1,579.16	1,662.08	1,749.34	1,841.20	1,937.90	2,039.66	2,146.75	2,259.48
	Monthly	3,421.51	3,601.17	3,790.24	3,989.27	4,198.78	4,419.26	4,651.29	4,895.54
	Annually	41,058.16	43,214.08	45,482.84	47,871.20	50,385.40	53,031.16	55,815.50	58,746.48

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Engineering Tech II	Hourly	24.4019	25.5273	26.7046	27.9364	29.2251	30.5730	31.9832	33.4582
	8025 Biweekly	1,952.15	2,042.18	2,136.37	2,234.91	2,338.01	2,445.84	2,558.66	2,676.66
	Monthly	4,229.66	4,424.72	4,628.80	4,842.31	5,065.69	5,299.32	5,543.76	5,799.43
	Annually	50,755.90	53,096.68	55,545.62	58,107.66	60,788.26	63,591.84	66,525.16	69,593.16

IBEW UTILITIES

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Instrument Tech 8035	Hourly	29.9500	31.1656	32.4302	33.7461	35.1156	36.5406	38.0234	39.5665
	Biweekly	2,396.00	2,493.25	2,594.42	2,699.69	2,809.25	2,923.25	3,041.87	3,165.32
	Monthly	5,191.33	5,402.04	5,621.24	5,849.33	6,086.71	6,333.71	6,590.72	6,858.19
	Annually	62,296.00	64,824.50	67,454.92	70,191.94	73,040.50	76,004.50	79,088.62	82,298.32

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Lineworker Appr 8040	Hourly	21.7042	22.9241	24.2126	25.5732	27.0103	28.5284	30.1318	31.8251
	Biweekly	1,736.34	1,833.93	1,937.01	2,045.86	2,160.82	2,282.27	2,410.54	2,546.01
	Monthly	3,762.07	3,973.52	4,196.86	4,432.70	4,681.78	4,944.92	5,222.84	5,516.36
	Annually	45,144.84	47,682.18	50,362.26	53,192.36	56,181.32	59,339.02	62,674.04	66,196.26

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Lineworker 1st Cl 8045	Hourly	31.6997	32.4687	33.2566	34.0635	34.8902	35.7363	36.6036	37.4917
	Biweekly	2,535.98	2,597.50	2,660.53	2,725.08	2,791.22	2,858.90	2,928.29	2,999.34
	Monthly	5,494.62	5,627.92	5,764.48	5,904.34	6,047.64	6,194.28	6,344.63	6,498.57
	Annually	65,935.48	67,535.00	69,173.78	70,852.08	72,571.72	74,331.40	76,135.54	77,982.84

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Materials Handler 8055	Hourly	23.4211	24.4225	25.4665	26.5550	27.6902	28.8739	30.1082	31.3954
	Biweekly	1,873.69	1,953.80	2,037.32	2,124.40	2,215.22	2,309.91	2,408.66	2,511.63
	Monthly	4,059.66	4,233.23	4,414.19	4,602.87	4,799.64	5,004.81	5,218.76	5,441.87
	Annually	48,715.94	50,798.80	52,970.32	55,234.40	57,595.72	60,057.66	62,625.16	65,302.38

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Meter Technician 8060	Hourly	24.4611	25.2125	25.9870	26.7854	27.6084	28.4565	29.3306	30.2316
	Biweekly	1,956.89	2,017.00	2,078.96	2,142.83	2,208.67	2,276.52	2,346.45	2,418.53
	Monthly	4,239.93	4,370.17	4,504.41	4,642.80	4,785.45	4,932.46	5,083.98	5,240.15
	Annually	50,879.14	52,442.00	54,052.96	55,713.58	57,425.42	59,189.52	61,007.70	62,881.78

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Power Dispatcher I 8070	Hourly	28.4126	29.7825	31.2180	32.7232	34.3008	35.9544	37.6878	39.5046
	Biweekly	2,273.01	2,382.60	2,497.44	2,617.86	2,744.06	2,876.35	3,015.02	3,160.37
	Monthly	4,924.86	5,162.30	5,411.12	5,672.03	5,945.46	6,232.09	6,532.54	6,847.47
	Annually	59,098.26	61,947.60	64,933.44	68,064.36	71,345.56	74,785.10	78,390.52	82,169.62

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Power Dispatcher II 8075	Hourly	29.8421	31.2801	32.7874	34.3672	36.0233	37.7590	39.5785	41.4857
	Biweekly	2,387.37	2,502.41	2,622.99	2,749.38	2,881.86	3,020.72	3,166.28	3,318.86
	Monthly	5,172.64	5,421.89	5,683.15	5,956.99	6,244.03	6,544.89	6,860.27	7,190.86
	Annually	62,071.62	65,062.66	68,197.74	71,483.88	74,928.36	78,538.72	82,323.28	86,290.36

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PP Maint Mch PGS 8080	Hourly	28.9972	29.9199	30.8721	31.8545	32.8683	33.9142	34.9935	36.1069
	Biweekly	2,319.78	2,393.59	2,469.77	2,548.36	2,629.46	2,713.14	2,799.48	2,888.55
	Monthly	5,026.19	5,186.11	5,351.17	5,521.45	5,697.16	5,878.47	6,065.54	6,258.53
	Annually	60,314.28	62,233.34	64,214.02	66,257.36	68,365.96	70,541.64	72,786.48	75,102.30

IBEW UTILITIES

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PP Maint Mch	Hourly	28.9972	29.9199	30.8721	31.8545	32.8683	33.9142	34.9935	36.1069
Burdick	Biweekly	2,319.78	2,393.59	2,469.77	2,548.36	2,629.46	2,713.14	2,799.48	2,888.55
8081	Monthly	5,026.19	5,186.11	5,351.17	5,521.45	5,697.16	5,878.47	6,065.54	6,258.53
	Annually	60,314.28	62,233.34	64,214.02	66,257.36	68,365.96	70,541.64	72,786.48	75,102.30

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Pwr Plt Operator	Hourly	31.7732	32.4733	33.1889	33.9203	34.6676	35.4317	36.2123	37.0102
PGS	Biweekly	2,541.86	2,597.86	2,655.11	2,713.62	2,773.41	2,834.54	2,896.98	2,960.82
8090	Monthly	5,507.36	5,628.70	5,752.74	5,879.51	6,009.06	6,141.50	6,276.79	6,415.11
	Annually	66,088.36	67,544.36	69,032.86	70,554.12	72,108.66	73,698.04	75,321.48	76,981.32

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Sr Material Handler	Hourly	28.3828	29.4808	30.6213	31.8061	33.0369	34.3151	35.6426	37.0215
8100	Biweekly	2,270.62	2,358.46	2,449.70	2,544.49	2,642.95	2,745.21	2,851.41	2,961.72
	Monthly	4,919.68	5,110.00	5,307.68	5,513.06	5,726.39	5,947.96	6,178.06	6,417.06
	Annually	59,036.12	61,319.96	63,692.20	66,156.74	68,716.70	71,375.46	74,136.66	77,004.72

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Sr Pwr Dispatcher	Hourly	35.5564	37.2009	38.9213	40.7214	42.6046	44.5751	46.6366	48.7934
8105	Biweekly	2,844.51	2,976.07	3,113.70	3,257.71	3,408.37	3,566.01	3,730.93	3,903.47
	Monthly	6,163.11	6,448.15	6,746.35	7,058.37	7,384.80	7,726.36	8,083.68	8,457.52
	Annually	73,957.26	77,377.82	80,956.20	84,700.46	88,617.62	92,716.26	97,004.18	101,490.22

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Sr Pwr Plt Operator	Hourly	34.8313	36.0893	37.3931	38.7438	40.1433	41.5935	43.0959	44.6525
8110	Biweekly	2,786.50	2,887.14	2,991.45	3,099.50	3,211.46	3,327.48	3,447.67	3,572.20
	Monthly	6,037.42	6,255.47	6,481.48	6,715.58	6,958.16	7,209.54	7,469.95	7,739.77
	Annually	72,449.00	75,065.64	77,777.70	80,587.00	83,497.96	86,514.48	89,639.42	92,877.20

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Sr Water Main Wrkr	Hourly	23.7409	24.6928	25.6831	26.7126	27.7835	28.8976	30.0562	31.2614
8120	Biweekly	1,899.27	1,975.42	2,054.65	2,137.01	2,222.68	2,311.81	2,404.50	2,500.91
	Monthly	4,115.09	4,280.08	4,451.74	4,630.19	4,815.81	5,008.92	5,209.75	5,418.64
	Annually	49,381.02	51,360.92	53,420.90	55,562.26	57,789.68	60,107.06	62,517.00	65,023.66

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Sr Engineering Tech	Hourly	31.7854	32.7158	33.6734	34.6589	35.6733	36.7175	37.7920	38.8983
8125	Biweekly	2,542.83	2,617.26	2,693.87	2,772.71	2,853.86	2,937.40	3,023.36	3,111.86
	Monthly	5,509.47	5,670.73	5,836.72	6,007.54	6,183.36	6,364.37	6,550.61	6,742.36
	Annually	66,113.58	68,048.76	70,040.62	72,090.46	74,200.36	76,372.40	78,607.36	80,908.36

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Sr Substation Tech	Hourly	38.6369	38.8348	39.0339	39.2339	39.4349	39.6370	39.8401	40.0443
8130	Biweekly	3,090.95	3,106.78	3,122.71	3,138.71	3,154.79	3,170.96	3,187.21	3,203.54
	Monthly	6,697.06	6,731.36	6,765.87	6,800.54	6,835.38	6,870.41	6,905.62	6,941.00
	Annually	80,364.70	80,776.28	81,190.46	81,606.46	82,024.54	82,444.96	82,867.46	83,292.04

IBEW UTILITIES

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Substation Tech	Hourly	35.7676	35.9668	36.1675	36.3691	36.5720	36.7761	36.9811	37.1874
8135	Biweekly	2,861.41	2,877.34	2,893.40	2,909.53	2,925.76	2,942.09	2,958.49	2,974.99
	Monthly	6,199.72	6,234.24	6,269.03	6,303.98	6,339.15	6,374.53	6,410.06	6,445.81
	Annually	74,396.66	74,810.84	75,228.40	75,647.78	76,069.76	76,494.34	76,920.74	77,349.74

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
System Tech	Hourly	31.5213	32.6176	33.7520	34.9258	36.1406	37.3976	38.6984	40.0443
PCC	Biweekly	2,521.70	2,609.41	2,700.16	2,794.06	2,891.25	2,991.81	3,095.87	3,203.54
8140	Monthly	5,463.68	5,653.72	5,850.35	6,053.80	6,264.38	6,482.26	6,707.72	6,941.00
	Annually	65,564.20	67,844.66	70,204.16	72,645.56	75,172.50	77,787.06	80,492.62	83,292.04

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
System Tech	Hourly	31.5213	32.6176	33.7520	34.9258	36.1406	37.3976	38.6984	40.0443
PGS	Biweekly	2,521.70	2,609.41	2,700.16	2,794.06	2,891.25	2,991.81	3,095.87	3,203.54
8141	Monthly	5,463.68	5,653.72	5,850.35	6,053.80	6,264.38	6,482.26	6,707.72	6,941.00
	Annually	65,564.20	67,844.66	70,204.16	72,645.56	75,172.50	77,787.06	80,492.62	83,292.04

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Tree Trim Crew Chief	Hourly	29.0629	29.9761	30.9184	31.8899	32.8922	33.9260	34.9922	36.0920
8145	Biweekly	2,325.03	2,398.09	2,473.47	2,551.19	2,631.38	2,714.08	2,799.38	2,887.36
	Monthly	5,037.57	5,195.86	5,359.19	5,527.58	5,701.32	5,880.51	6,065.32	6,255.95
	Annually	60,450.78	62,350.34	64,310.22	66,330.94	68,415.88	70,566.08	72,783.88	75,071.36

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Pwr Plt Oper	Hourly	31.7732	32.4733	33.1889	33.9203	34.6676	35.4317	36.2123	37.0102
Burdick	Biweekly	2,541.86	2,597.86	2,655.11	2,713.62	2,773.41	2,834.54	2,896.98	2,960.82
8150	Monthly	5,507.36	5,628.70	5,752.74	5,879.51	6,009.06	6,141.50	6,276.79	6,415.11
	Annually	66,088.36	67,544.36	69,032.86	70,554.12	72,108.66	73,698.04	75,321.48	76,981.32

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Util Electrician	Hourly	27.8916	29.0015	30.1561	31.3563	32.6044	33.9022	35.2517	36.6549
8155	Biweekly	2,231.33	2,320.12	2,412.49	2,508.50	2,608.35	2,712.18	2,820.14	2,932.39
	Monthly	4,834.55	5,026.93	5,227.06	5,435.08	5,651.43	5,876.39	6,110.30	6,353.51
	Annually	58,014.58	60,323.12	62,724.74	65,221.00	67,817.10	70,516.68	73,323.64	76,242.14

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Util Technician	Hourly	26.9776	28.3289	29.7385	31.2219	32.7785	34.4233	36.1416	37.9478
PGS	Biweekly	2,158.21	2,266.31	2,379.08	2,497.75	2,622.28	2,753.86	2,891.33	3,035.82
8160	Monthly	4,676.12	4,910.34	5,154.67	5,411.79	5,681.61	5,966.70	6,264.55	6,577.61
	Annually	56,113.46	58,924.06	61,856.08	64,941.50	68,179.28	71,600.36	75,174.58	78,931.32

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Util Technician	Hourly	26.9776	28.3289	29.7385	31.2219	32.7785	34.4233	36.1416	37.9478
Burdick	Biweekly	2,158.21	2,266.31	2,379.08	2,497.75	2,622.28	2,753.86	2,891.33	3,035.82
8161	Monthly	4,676.12	4,910.34	5,154.67	5,411.79	5,681.61	5,966.70	6,264.55	6,577.61
	Annually	56,113.46	58,924.06	61,856.08	64,941.50	68,179.28	71,600.36	75,174.58	78,931.32

IBEW UTILITIES

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Util Warehouse Clerk	Hourly	21.0186	21.6588	22.3185	22.9987	23.6993	24.4213	25.1653	25.9320
8165	Biweekly	1,681.49	1,732.70	1,785.48	1,839.90	1,895.94	1,953.70	2,013.22	2,074.56
	Monthly	3,643.23	3,754.18	3,868.54	3,986.45	4,107.87	4,233.02	4,361.98	4,494.88
	Annually	43,718.74	45,050.20	46,422.48	47,837.40	49,294.44	50,796.20	52,343.72	53,938.56

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Water Maint Worker	Hourly	19.4013	20.3209	21.2842	22.2932	23.3499	24.4567	25.6159	26.8300
8175	Biweekly	1,552.10	1,625.67	1,702.74	1,783.46	1,867.99	1,956.54	2,049.27	2,146.40
	Monthly	3,362.88	3,522.29	3,689.27	3,864.16	4,047.31	4,239.17	4,440.09	4,650.53
	Annually	40,354.60	42,267.42	44,271.24	46,369.96	48,567.74	50,870.04	53,281.02	55,806.40

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Wireworker I	Hourly	22.8595	24.0191	25.2378	26.5182	27.8634	29.2770	30.7625	32.3233
8180	Biweekly	1,828.76	1,921.53	2,019.02	2,121.46	2,229.07	2,342.16	2,461.00	2,585.86
	Monthly	3,962.31	4,163.32	4,374.54	4,596.50	4,829.65	5,074.68	5,332.17	5,602.70
	Annually	47,547.76	49,959.78	52,494.52	55,157.96	57,955.82	60,896.16	63,986.00	67,232.36

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Wireworker II	Hourly	31.6997	32.4687	33.2566	34.0635	34.8902	35.7363	36.6036	37.4917
8185	Biweekly	2,535.98	2,597.50	2,660.53	2,725.08	2,791.22	2,858.90	2,928.29	2,999.34
	Monthly	5,494.62	5,627.92	5,764.48	5,904.34	6,047.64	6,194.28	6,344.63	6,498.57
	Annually	65,935.48	67,535.00	69,173.78	70,852.08	72,571.72	74,331.40	76,135.54	77,982.84

IBEW UTILITIES

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Meter Reader	Hourly	18.6488	19.3697	20.1183	20.8960	21.7035	22.5423	23.4135	24.3187
	Biweekly	1,491.90	1,549.58	1,609.46	1,671.68	1,736.28	1,803.38	1,873.08	1,945.50
	Monthly	3,232.45	3,357.42	3,487.16	3,621.97	3,761.94	3,907.32	4,058.34	4,215.25
	Annually	38,789.40	40,289.08	41,845.96	43,463.68	45,143.28	46,887.88	48,700.08	50,583.00

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Sr Meter Reader	Hourly	22.0869	22.6340	23.1949	23.7696	24.3586	24.9621	25.5807	26.2145
	Biweekly	1,766.95	1,810.72	1,855.59	1,901.57	1,948.69	1,996.97	2,046.46	2,097.16
	Monthly	3,828.39	3,923.23	4,020.45	4,120.07	4,222.16	4,326.77	4,434.00	4,543.85
	Annually	45,940.70	47,078.72	48,245.34	49,440.82	50,665.94	51,921.22	53,207.96	54,526.16

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Custodian-PCC	Hourly	17.3168	17.7329	18.1590	18.5955	19.0423	19.5002	19.9686	20.4487
	8005 Biweekly	1,385.34	1,418.63	1,452.72	1,487.64	1,523.38	1,560.02	1,597.49	1,635.90
	Monthly	3,001.57	3,073.70	3,147.56	3,223.22	3,300.66	3,380.04	3,461.23	3,544.45
	Annually	36,018.84	36,884.38	37,770.72	38,678.64	39,607.88	40,560.52	41,534.74	42,533.40

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Custodian-PGS	Hourly	17.3168	17.7329	18.1590	18.5955	19.0423	19.5002	19.9686	20.4487
	8006 Biweekly	1,385.34	1,418.63	1,452.72	1,487.64	1,523.38	1,560.02	1,597.49	1,635.90
	Monthly	3,001.57	3,073.70	3,147.56	3,223.22	3,300.66	3,380.04	3,461.23	3,544.45
	Annually	36,018.84	36,884.38	37,770.72	38,678.64	39,607.88	40,560.52	41,534.74	42,533.40

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Elc Undgr Crew Chief	Hourly	33.1338	34.2916	35.4900	36.7301	38.0138	39.3425	40.7171	42.1399
	8010 Biweekly	2,650.70	2,743.33	2,839.20	2,938.41	3,041.10	3,147.40	3,257.37	3,371.19
	Monthly	5,743.18	5,943.88	6,151.60	6,366.56	6,589.05	6,819.37	7,057.64	7,304.25
	Annually	68,918.20	71,326.58	73,819.20	76,398.66	79,068.60	81,832.40	84,691.62	87,650.94

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Elc Distr Crew Chief	Hourly	33.1338	34.2916	35.4900	36.7301	38.0138	39.3425	40.7171	42.1399
	8011 Biweekly	2,650.70	2,743.33	2,839.20	2,938.41	3,041.10	3,147.40	3,257.37	3,371.19
	Monthly	5,743.18	5,943.88	6,151.60	6,366.56	6,589.05	6,819.37	7,057.64	7,304.25
	Annually	68,918.20	71,326.58	73,819.20	76,398.66	79,068.60	81,832.40	84,691.62	87,650.94

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Engineering Tech I	Hourly	20.2823	21.3473	22.4681	23.6479	24.8899	26.1968	27.5723	29.0202
	8020 Biweekly	1,622.58	1,707.78	1,797.45	1,891.83	1,991.19	2,095.74	2,205.78	2,321.62
	Monthly	3,515.59	3,700.19	3,894.48	4,098.97	4,314.25	4,540.77	4,779.19	5,030.18
	Annually	42,187.08	44,402.28	46,733.70	49,187.58	51,770.94	54,489.24	57,350.28	60,362.12

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Engineering Tech II	Hourly	25.0730	26.2293	27.4390	28.7047	30.0288	31.4138	32.8627	34.3783
	8025 Biweekly	2,005.84	2,098.34	2,195.12	2,296.38	2,402.30	2,513.10	2,629.02	2,750.26
	Monthly	4,345.99	4,546.40	4,756.09	4,975.49	5,204.98	5,445.05	5,696.21	5,958.90
	Annually	52,151.84	54,556.84	57,073.12	59,705.88	62,459.80	65,340.60	68,354.52	71,506.76

IBEW UTILITIES

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Instrument Tech	Hourly	30.7736	32.0227	33.3220	34.6741	36.0813	37.5455	39.0690	40.6546
	8035 Biweekly	2,461.89	2,561.82	2,665.76	2,773.93	2,886.50	3,003.64	3,125.52	3,252.37
	Monthly	5,334.10	5,550.61	5,775.81	6,010.18	6,254.08	6,507.89	6,771.96	7,046.80
	Annually	64,009.14	66,607.32	69,309.76	72,122.18	75,049.00	78,094.64	81,263.52	84,561.62

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Lineworker Appr	Hourly	22.3011	23.5545	24.8784	26.2765	27.7531	29.3129	30.9604	32.7003
	8040 Biweekly	1,784.09	1,884.36	1,990.27	2,102.12	2,220.25	2,345.03	2,476.83	2,616.02
	Monthly	3,865.53	4,082.78	4,312.25	4,554.59	4,810.54	5,080.90	5,366.47	5,668.04
	Annually	46,386.34	48,993.36	51,747.02	54,655.12	57,726.50	60,970.78	64,397.58	68,016.52

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Lineworker 1st Cl	Hourly	32.5714	33.3616	34.1712	35.0002	35.8497	36.7190	37.6102	38.5227
	8045 Biweekly	2,605.71	2,668.93	2,733.70	2,800.02	2,867.98	2,937.52	3,008.82	3,081.82
	Monthly	5,645.71	5,782.68	5,923.02	6,066.71	6,213.96	6,364.63	6,519.11	6,677.28
	Annually	67,748.46	69,392.18	71,076.20	72,800.52	74,567.48	76,375.52	78,229.32	80,127.32

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Materials Handler	Hourly	24.0652	25.0941	26.1668	27.2853	28.4517	29.6679	30.9362	32.2588
	8055 Biweekly	1,925.22	2,007.53	2,093.34	2,182.82	2,276.14	2,373.43	2,474.90	2,580.70
	Monthly	4,171.31	4,349.65	4,535.57	4,729.44	4,931.64	5,142.43	5,362.28	5,591.52
	Annually	50,055.72	52,195.78	54,426.84	56,753.32	59,179.64	61,709.18	64,347.40	67,098.20

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Meter Technician	Hourly	25.1338	25.9058	26.7016	27.5220	28.3676	29.2391	30.1372	31.0630
	8060 Biweekly	2,010.70	2,072.46	2,136.13	2,201.76	2,269.41	2,339.13	2,410.98	2,485.04
	Monthly	4,356.52	4,490.33	4,628.28	4,770.48	4,917.06	5,068.12	5,223.79	5,384.25
	Annually	52,278.20	53,883.96	55,539.38	57,245.76	59,004.66	60,817.38	62,685.48	64,611.04

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Power Dispatcher I	Hourly	29.1939	30.6015	32.0765	33.6231	35.2441	36.9431	38.7242	40.5910
	8070 Biweekly	2,335.51	2,448.12	2,566.12	2,689.85	2,819.53	2,955.45	3,097.94	3,247.28
	Monthly	5,060.27	5,304.26	5,559.93	5,828.01	6,108.98	6,403.48	6,712.20	7,035.77
	Annually	60,723.26	63,651.12	66,719.12	69,936.10	73,307.78	76,841.70	80,546.44	84,429.28

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Power Dispatcher II	Hourly	30.6628	32.1403	33.6891	35.3123	37.0139	38.7974	40.6669	42.6266
	8075 Biweekly	2,453.02	2,571.22	2,695.13	2,824.98	2,961.11	3,103.79	3,253.35	3,410.13
	Monthly	5,314.88	5,570.98	5,839.45	6,120.79	6,415.74	6,724.88	7,048.93	7,388.62
	Annually	63,778.52	66,851.72	70,073.38	73,449.48	76,988.86	80,698.54	84,587.10	88,663.38

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PP Maint Mch	Hourly	29.7946	30.7427	31.7211	32.7305	33.7722	34.8468	35.9558	37.0998
	PGS Biweekly	2,383.57	2,459.42	2,537.69	2,618.44	2,701.78	2,787.74	2,876.46	2,967.98
	8080 Monthly	5,164.40	5,328.74	5,498.33	5,673.29	5,853.86	6,040.10	6,232.33	6,430.62
	Annually	61,972.82	63,944.92	65,979.94	68,079.44	70,246.28	72,481.24	74,787.96	77,167.48

IBEW UTILITIES

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
PP Maint Mch	Hourly	29.7946	30.7427	31.7211	32.7305	33.7722	34.8468	35.9558	37.0998
Burdick	Biweekly	2,383.57	2,459.42	2,537.69	2,618.44	2,701.78	2,787.74	2,876.46	2,967.98
8081	Monthly	5,164.40	5,328.74	5,498.33	5,673.29	5,853.86	6,040.10	6,232.33	6,430.62
	Annually	61,972.82	63,944.92	65,979.94	68,079.44	70,246.28	72,481.24	74,787.96	77,167.48

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Pwr Plt Operator	Hourly	32.6470	33.3663	34.1016	34.8531	35.6210	36.4061	37.2081	38.0280
PGS	Biweekly	2,611.76	2,669.30	2,728.13	2,788.25	2,849.68	2,912.49	2,976.65	3,042.24
8090	Monthly	5,658.81	5,783.48	5,910.95	6,041.21	6,174.31	6,310.40	6,449.41	6,591.52
	Annually	67,905.76	69,401.80	70,931.38	72,494.50	74,091.68	75,724.74	77,392.90	79,098.24

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Sr Material Handler	Hourly	29.1633	30.2915	31.4634	32.6808	33.9454	35.2588	36.6228	38.0396
8100	Biweekly	2,333.06	2,423.32	2,517.07	2,614.46	2,715.63	2,820.70	2,929.82	3,043.17
	Monthly	5,054.96	5,250.53	5,453.65	5,664.66	5,883.87	6,111.52	6,347.94	6,593.54
	Annually	60,659.56	63,006.32	65,443.82	67,975.96	70,606.38	73,338.20	76,175.32	79,122.42

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Sr Pwr Dispatcher	Hourly	36.5342	38.2239	39.9916	41.8412	43.7762	45.8009	47.9191	50.1352
8105	Biweekly	2,922.74	3,057.91	3,199.33	3,347.30	3,502.10	3,664.07	3,833.53	4,010.82
	Monthly	6,332.60	6,625.47	6,931.88	7,252.48	7,587.88	7,938.82	8,305.98	8,690.11
	Annually	75,991.24	79,505.66	83,182.58	87,029.80	91,054.60	95,265.82	99,671.78	104,281.32

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Sr Pwr Plt Operator	Hourly	35.7892	37.0818	38.4214	39.8093	41.2472	42.7373	44.2810	45.8804
8110	Biweekly	2,863.14	2,966.54	3,073.71	3,184.74	3,299.78	3,418.98	3,542.48	3,670.43
	Monthly	6,203.47	6,427.50	6,659.71	6,900.27	7,149.52	7,407.79	7,675.37	7,952.60
	Annually	74,441.64	77,130.04	79,916.46	82,803.24	85,794.28	88,893.48	92,104.48	95,431.18

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Sr Water Main Wrkr	Hourly	24.3938	25.3719	26.3894	27.4472	28.5475	29.6923	30.8827	32.1211
8120	Biweekly	1,951.50	2,029.75	2,111.15	2,195.78	2,283.80	2,375.38	2,470.62	2,569.69
	Monthly	4,228.25	4,397.79	4,574.16	4,757.52	4,948.23	5,146.66	5,353.01	5,567.66
	Annually	50,739.00	52,773.50	54,889.90	57,090.28	59,378.80	61,759.88	64,236.12	66,811.94

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Sr Engineering Tech	Hourly	32.6595	33.6155	34.5994	35.6120	36.6543	37.7272	38.8313	39.9680
8125	Biweekly	2,612.76	2,689.24	2,767.95	2,848.96	2,932.34	3,018.18	3,106.50	3,197.44
	Monthly	5,660.98	5,826.69	5,997.23	6,172.75	6,353.40	6,539.39	6,730.75	6,927.79
	Annually	67,931.76	69,920.24	71,966.70	74,072.96	76,240.84	78,472.68	80,769.00	83,133.44

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Sr Substation Tech	Hourly	39.6994	39.9028	40.1073	40.3128	40.5194	40.7270	40.9357	41.1455
8130	Biweekly	3,175.95	3,192.22	3,208.58	3,225.02	3,241.55	3,258.16	3,274.86	3,291.64
	Monthly	6,881.23	6,916.48	6,951.92	6,987.54	7,023.36	7,059.35	7,095.53	7,131.89
	Annually	82,574.70	82,997.72	83,423.08	83,850.52	84,280.30	84,712.16	85,146.36	85,582.64

IBEW UTILITIES

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Substation Tech	Hourly	36.7512	36.9559	37.1621	37.3693	37.5777	37.7874	37.9981	38.2101
8135	Biweekly	2,940.10	2,956.47	2,972.97	2,989.54	3,006.22	3,022.99	3,039.85	3,056.81
	Monthly	6,370.22	6,405.69	6,441.44	6,477.34	6,513.48	6,549.81	6,586.34	6,623.09
	Annually	76,442.60	76,868.22	77,297.22	77,728.04	78,161.72	78,597.74	79,036.10	79,477.06

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
System Tech	Hourly	32.3881	33.5146	34.6802	35.8863	37.1345	38.4260	39.7626	41.1455
PCC	Biweekly	2,591.05	2,681.17	2,774.42	2,870.90	2,970.76	3,074.08	3,181.01	3,291.64
8140	Monthly	5,613.94	5,809.20	6,011.24	6,220.28	6,436.65	6,660.51	6,892.19	7,131.89
	Annually	67,367.30	69,710.42	72,134.92	74,643.40	77,239.76	79,926.08	82,706.26	85,582.64

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
System Tech	Hourly	32.3881	33.5146	34.6802	35.8863	37.1345	38.4260	39.7626	41.1455
PGS	Biweekly	2,591.05	2,681.17	2,774.42	2,870.90	2,970.76	3,074.08	3,181.01	3,291.64
8141	Monthly	5,613.94	5,809.20	6,011.24	6,220.28	6,436.65	6,660.51	6,892.19	7,131.89
	Annually	67,367.30	69,710.42	72,134.92	74,643.40	77,239.76	79,926.08	82,706.26	85,582.64

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Tree Trim Crew Chief	Hourly	29.8621	30.8004	31.7687	32.7669	33.7967	34.8590	35.9545	37.0845
8145	Biweekly	2,388.97	2,464.03	2,541.50	2,621.35	2,703.74	2,788.72	2,876.36	2,966.76
	Monthly	5,176.10	5,338.73	5,506.58	5,679.59	5,858.10	6,042.23	6,232.11	6,427.98
	Annually	62,113.22	64,064.78	66,079.00	68,155.10	70,297.24	72,506.72	74,785.36	77,135.76

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Pwr Plt Oper	Hourly	32.6470	33.3663	34.1016	34.8531	35.6210	36.4061	37.2081	38.0280
Burdick	Biweekly	2,611.76	2,669.30	2,728.13	2,788.25	2,849.68	2,912.49	2,976.65	3,042.24
8150	Monthly	5,658.81	5,783.48	5,910.95	6,041.21	6,174.31	6,310.40	6,449.41	6,591.52
	Annually	67,905.76	69,401.80	70,931.38	72,494.50	74,091.68	75,724.74	77,392.90	79,098.24

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Util Electrician	Hourly	28.6586	29.7990	30.9854	32.2186	33.5010	34.8345	36.2211	37.6629
8155	Biweekly	2,292.69	2,383.92	2,478.83	2,577.49	2,680.08	2,786.76	2,897.69	3,013.03
	Monthly	4,967.50	5,165.16	5,370.80	5,584.56	5,806.84	6,037.98	6,278.33	6,528.23
	Annually	59,609.94	61,981.92	64,449.58	67,014.74	69,682.08	72,455.76	75,339.94	78,338.78

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Util Technician	Hourly	27.7195	29.1079	30.5563	32.0805	33.6799	35.3699	37.1355	38.9914
PGS	Biweekly	2,217.56	2,328.63	2,444.50	2,566.44	2,694.39	2,829.59	2,970.84	3,119.31
8160	Monthly	4,804.71	5,045.37	5,296.42	5,560.62	5,837.85	6,130.78	6,436.82	6,758.51
	Annually	57,656.56	60,544.38	63,557.00	66,727.44	70,054.14	73,569.34	77,241.84	81,102.06

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Util Technician	Hourly	27.7195	29.1079	30.5563	32.0805	33.6799	35.3699	37.1355	38.9914
Burdick	Biweekly	2,217.56	2,328.63	2,444.50	2,566.44	2,694.39	2,829.59	2,970.84	3,119.31
8161	Monthly	4,804.71	5,045.37	5,296.42	5,560.62	5,837.85	6,130.78	6,436.82	6,758.51
	Annually	57,656.56	60,544.38	63,557.00	66,727.44	70,054.14	73,569.34	77,241.84	81,102.06

IBEW UTILITIES

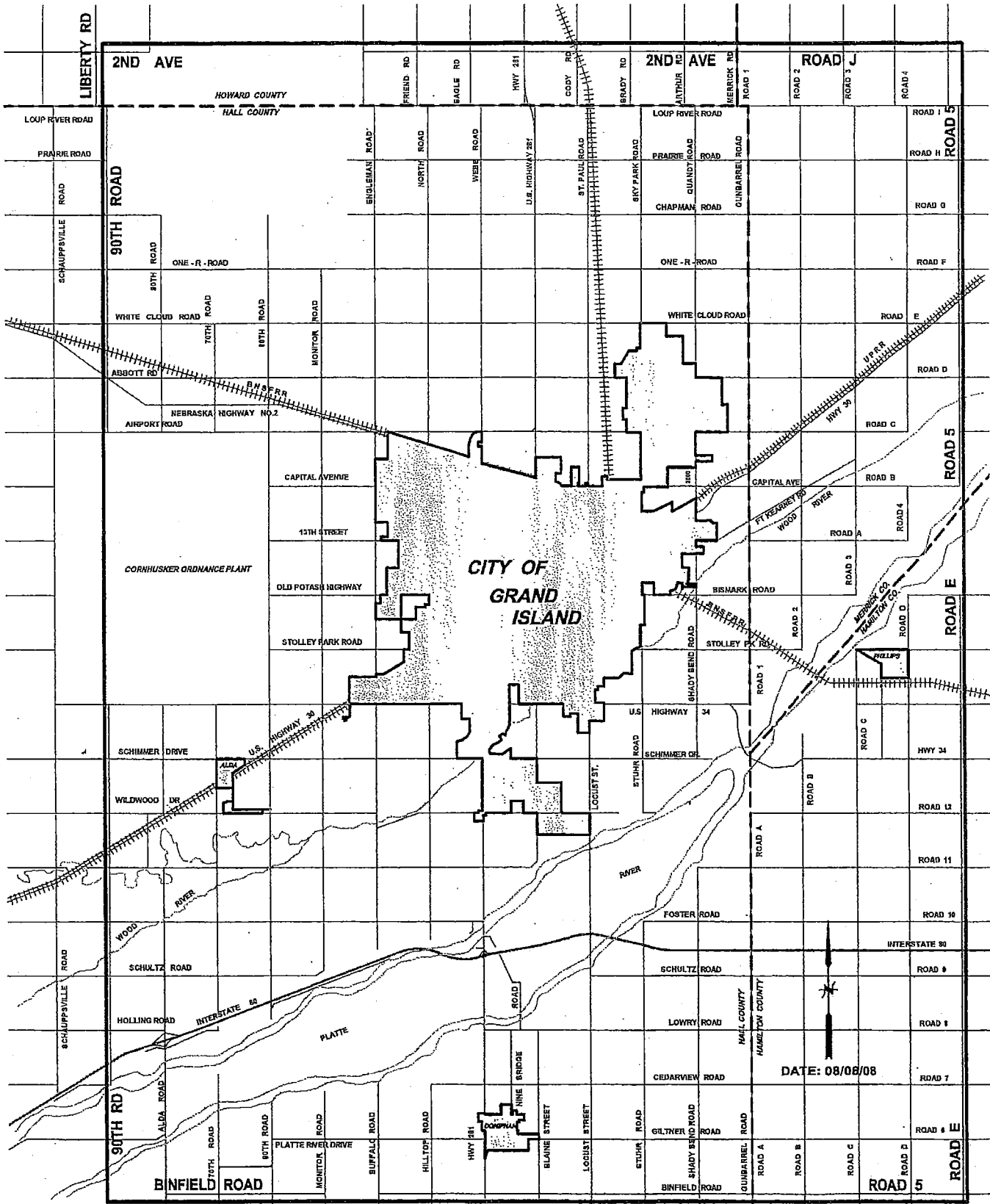
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Util Warehouse Clerk	Hourly	21.5966	22.2544	22.9323	23.6312	24.3510	25.0929	25.8573	26.6451
8165	Biweekly	1,727.73	1,780.35	1,834.58	1,890.50	1,948.08	2,007.43	2,068.58	2,131.61
	Monthly	3,743.42	3,857.43	3,974.92	4,096.08	4,220.84	4,349.43	4,481.92	4,618.49
	Annually	44,920.98	46,289.10	47,699.08	49,153.00	50,650.08	52,193.18	53,783.08	55,421.86

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Water Maint Worker	Hourly	19.9348	20.8797	21.8695	22.9063	23.9920	25.1293	26.3203	27.5678
8175	Biweekly	1,594.78	1,670.38	1,749.56	1,832.50	1,919.36	2,010.34	2,105.62	2,205.42
	Monthly	3,455.36	3,619.16	3,790.71	3,970.42	4,158.61	4,355.74	4,562.18	4,778.41
	Annually	41,464.28	43,429.88	45,488.56	47,645.00	49,903.36	52,268.84	54,746.12	57,340.92

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Wireworker I	Hourly	23.4881	24.6796	25.9318	27.2475	28.6296	30.0821	31.6085	33.2122
8180	Biweekly	1,879.05	1,974.37	2,074.54	2,179.80	2,290.37	2,406.57	2,528.68	2,656.98
	Monthly	4,071.28	4,277.80	4,494.84	4,722.90	4,962.47	5,214.24	5,478.81	5,756.79
	Annually	48,855.30	51,333.62	53,938.04	56,674.80	59,549.62	62,570.82	65,745.68	69,081.48

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
Wireworker II	Hourly	32.5714	33.3616	34.1712	35.0002	35.8497	36.7190	37.6102	38.5227
8185	Biweekly	2,605.71	2,668.93	2,733.70	2,800.02	2,867.98	2,937.52	3,008.82	3,081.82
	Monthly	5,645.71	5,782.68	5,923.02	6,066.71	6,213.96	6,364.63	6,519.11	6,677.28
	Annually	67,748.46	69,392.18	71,076.20	72,800.52	74,567.48	76,375.52	78,229.32	80,127.32

EXHIBIT D



RESOLUTION 2014-291

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City has the authority to make all contracts and do all other acts in relation to the property and concerns of the city necessary to the exercise of its corporate powers; and

WHEREAS, four employee groups at the City of Grand Island are represented by the Union Local No. 1597, I.B.E.W., AFL-CIO (IBEW Finance, Wastewater Treatment Plant, Service/Clerical and Utilities); and

WHEREAS, representatives of the City and the IBEW, Local No. 1597 (Utilities) met to negotiate the labor agreement, and

WHEREAS, the contract specifies a salary adjustment as well as all other benefits, terms and conditions outlined in the agreement, and

WHEREAS, an agreement was reached with the employee group and a labor agreement has been presented to City Council for approval.

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 Union Local No. 1597, I.B.E.W., AFL-CIO, (Utilities) for the period of October 1, 2014 through September 30, 2017.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	□ _____
September 5, 2014	□ City Attorney



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item I-11

**#2014-292 - Consideration of Approving Labor Agreement
between the City of Grand Island and the IAFF, Local 647**

Staff Contact: Brenda Sutherland

Council Agenda Memo

From: Brenda Sutherland, Human Resources Director

Meeting: September 9, 2014

Subject: Approval of Labor Agreement between the City of Grand Island and IAFF, Local No. 647

Item #'s: I-11

Presenter(s): Brenda Sutherland, Human Resources Director

Background

Firefighters, Firefighter/Paramedics, Fire Captains, Shift Commanders and the Life Safety Inspector employed in the Fire Department currently work under the conditions outlined in the labor agreement between the City of Grand Island and the International Association of Fire Fighters, AFL-CIO, CLC, Local No. 647. This group is more commonly referred to as the IAFF. The current contract will expire as of midnight September 30, 2014. The City's negotiating team and the IAFF's negotiating team met to negotiate the terms of a new agreement. The negotiations were handled in good faith with both parties focused on a fair contract that would have a positive impact on the budget.

Discussion

The agreement being presented for Council approval is a three contract. The substantial changes to the agreement are as follows; employees working out of class will be eligible for pay after they've worked a 24 hour shift, Arbor Day has been exchanged for Martin Luther King, Jr. Day, medical leave will accrue at 18 hours per month, there will be a 50 cents per hour stipend for apparatus operator, virtual quartermaster for uniforms in lieu of the cash they receive now, new employees will receive a \$400 credit for initial purchase of uniforms and receive an additional \$500 after the completion of their introductory period.

Wages for the positions will increase as follows:

	Year 1	Year 2	Year 3
Firefighter:	7%	3.5%	3.5%
Paramedic	8%	3.5%	3.5%
Captain	6%	3%	3%
Shift Commander	8%	3.5%	3.5%
Life Safety Inspector	7%	3.5%	3.5%

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 International Association of Fire Fighters, AFL-CIO, CLC, Local No. 647, referred to as the IAFF.

Sample Motion

Move to approve the labor agreement between the City of Grand Island and IAFF, Local No. 647.



and

**INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS**

LOCAL NO. 647

October 1, ~~2012~~2014 through September 30, ~~2014~~2017

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LABOR AGREEMENT

THIS AGREEMENT is between the City of Grand Island (hereinafter referred to as the "City"), and Local No. 647, International Association of Fire Fighters, AFL-CIO, CLC (hereinafter referred to as the "Union") and amends and replaces in its entirety any previous contracts or offers between said parties. This agreement shall become effective October 1, ~~2012-2014~~ for determining all wage and benefit issues and continue through September 30, ~~2014~~2017.

PURPOSE AND INTENT OF THE OFFER

The purpose of the City and the Union in entering this labor agreement is to promote harmonious relations between the employer and the Union; to establish an equitable and peaceful procedure for the resolution of differences; and to establish rates of pay, hours of work, and conditions of employment.

ARTICLE I UNION RECOGNITION

The City recognizes the Union as the sole and exclusive collective bargaining representative for the positions of Firefighter EMT, Firefighter/Paramedic, Fire Captain, Shift Commander and Life Safety Inspector. [Attachment 1 outlines the working conditions for the Life Safety Inspector.](#) The positions of Fire Chief and Fire Division Chief are excluded.

ARTICLE II HOURS OF WORK

A. WORK DAY AND WORK WEEK

The City shall establish the workday, the work period, and work schedules as permitted by law.

B. CHANGES IN WORK SCHEDULE

All changes in the work day, period, or schedules, except in cases of emergency, shall be posted for all affected employees to see at least five (5) calendar days before the change is effective.

C. KELLY DAYS

We will operate under a Kelly day scheduling system. The Kelly day schedule will affect only the 28-day cycle in which the employee would normally be scheduled to work 240 hours. The schedule will be reduced by one 24 hour shift to reduce the scheduled work time to 216 hours in the 28-day cycle. Kelly days will be scheduled by department administration.

D. OVERTIME

Overtime work shall be authorized only in the following cases:

1. In the event of fire, flood, catastrophe, or other unforeseeable emergency.
2. Where a position must be manned and another employee is not available for work.
3. To provide essential services when such services cannot be provided by overlapping work schedules.
4. When the City determines that utilization of present employees is more advantageous to the City than the hiring of additional personnel.
5. No employee shall be regularly scheduled to work overtime without the approval of the chief administrative officer of the City.
6. Overtime work shall be authorized in advance, except in cases of emergency or Long Distance Transfers (LDTs) by the chief administrative officer of the City, or by a supervisor to whom this responsibility has been delegated.
7. All employees who are required to work overtime shall receive overtime compensation, in accordance with Article III.

ARTICLE III OVERTIME PAY

A. OVERTIME PAY

1. **Hours Scheduled.** Employees are currently scheduled to work either 96 or 120 hours in each 14-day pay period, for a total of 216 hours in each 28-day cycle. For payroll purposes, employees are paid for 108 hours in each 14-day pay period, regardless of the actual hours scheduled.
2. **Hours Worked.** For purposes of calculating eligibility for overtime, “hours worked” shall include actual hours worked. For purposes of calculating overtime, hours worked shall include actual hours worked. Any payment for time not actually worked (leave time) shall not count towards the calculation of overtime.
3. **Eligibility.** Employees will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period. Overtime work shall be compensated at the rate of one and one-half (1 ½) times the number of hours worked in excess of the hours scheduled.
4. **Recall.** If an employee is called to duty during off-duty time or while on a “Kelly Day” or any other type of leave time, and such time does not coincide with the employee’s scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours at the rate of time and one-half. When an employee is held over for an unscheduled occurrence such as sickness or injury, the Department will use the following method to fill the opening: The Chief or his designee will solicit volunteers from the

previous shift. If no volunteers are found, the Department will contact off-duty staff to volunteer. If the opening is not filled by either of the above methods, the City will mandatorily fill the position by resorting to a rotating list of available employees and an employee will be selected based on inverse seniority so that the least senior employee will be selected and once an employee is ordered to work a mandatory overtime, he or she will not be eligible to work another mandatory overtime until all other names on the list are exhausted. For example, Employee "A" is the least senior on A Shift and it becomes apparent that a vacancy will occur on the B Shift that needs to be filled, if no volunteers are found and off-duty staff has not agreed to come in to fill the vacancy, Employee "A" can be ordered to fill the vacancy. The next time this contingency occurs, the next least senior employee will be eligible to be ordered to fill the vacancy and so on, until the rotating list is exhausted. The employee who is mandatorily scheduled after all other methods are exhausted will be paid at the rate of time and one-half. This excludes employees who are held over waiting for provisions of this paragraph to be implemented.

5. Unit of Pay. Overtime shall be accrued and compensated for in one-quarter (1/4) hour units.

**ARTICLE IV
HOLIDAYS AND HOLIDAY PAY**

A. HOLIDAYS

The following holidays are observed:

New Year's Day	Independence Day	Thanksgiving Day
Arbor Day Martin Luther King, Jr. Day	Labor Day	Day after Thanksgiving
Memorial Day	Veteran's Day	Christmas Day

In addition, the City will provide one (1) additional non-cumulative personal holiday each fiscal year to all eligible employees. This holiday shall be observed simultaneously by all members of the bargaining unit on a date agreed upon by the Fire Chief and the Union President on an annual basis. The City shall make a contribution to the employee's VEBA in lieu of the personal holiday. The contribution will be based on 15 hours of pay at a blended rate based on the top wage for all three positions divided by three.

B. ELIGIBILITY FOR HOLIDAY PAY

No employee shall be eligible for holiday pay unless such employee was in an active pay status on his or her last regularly scheduled day before the holiday and first regularly scheduled day after the holiday. Active Pay Status shall mean any pay status other than leave without pay or suspension without pay.

C. HOLIDAY PAY

1. Employees shall be paid 15 hours pay at their regular hourly rate for each of the ten holidays designated in paragraph "A" above, whether they worked the holiday or were off duty; this is in addition to their regular salary.

2. If an employee is not regularly scheduled to work on a holiday and is called out to work on the holiday, the employee shall be paid overtime in addition to the 15 hours pay as set forth above.

**ARTICLE V
VACATIONS**

A. ELIGIBILITY

All full-time employees of the Fire Department are eligible to take vacation leave as it is earned and shall accrue vacation leave in bi-weekly increments as described below. Employees shall accrue vacation time during their new employee probationary/introductory period; however, they will not be entitled to take vacation until successfully completing probationary/introductory period. The employee will not receive any vacation benefits if the leave the employment of the City during the probationary/introductory period. Vacation leave shall be debited in half hour increments.

For purposes of this Article a shift shall mean 24 hours.

B. AMOUNT AUTHORIZED

Authorized leave shall be computed on the following basis:

1. Upon successfully completing the new employee probationary/introductory period, an employee will be granted 54 hours of vacation time. The employee will accrue an additional 54 hours in the first year of continuous service. (4.1539 hours to accrue bi-weekly). (108 hours total or 4.5 shifts)
2. 120 hours in the second through fifth years of continuous service (4.6154 hours to accrue bi-weekly). (120 hours total or 5 shifts)
3. 144 hours in the sixth year of continuous service (5.5385 hours to accrue bi-weekly). (144 hours total or 6 shifts)
4. 168 hours in the seventh through tenth years of continuous service (6.4616 hours to accrue bi-weekly).

(168 hours total or 7 shifts)

5. 192 hours in the eleventh through fifteenth years of continuous service (7.3847 hours to accrue bi-weekly).
(192 hours total or 8 shifts)
6. 216 hours in the sixteenth through the twentieth years of continuous service and thereafter (8.3077 to accrue hours bi-weekly).
(216 hours total or 9 shifts)
7. 240 hours in the twenty-first year of continuous service and thereafter (9.2308 to accrue hours bi-weekly).
(240 hours total or 10 shifts)

C. VACATION SCHEDULE

Vacation leave shall be taken at a time convenient to and approved by the Fire Chief. While all employees are encouraged to take four consecutive shift days of vacation each year, when eligible, the City may grant shorter periods of two shift days or less. Each employee shall take a vacation of at least two consecutive shift days each year when eligible. [The employee may not cancel vacation days in the middle of their consecutively picked vacation days.](#)

D. VACATION CARRY-OVER

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 48 hours (2 shifts). 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.

E. VACATION CREDIT ON SEPARATION

Separation from employment shall include resignation, retirement, termination, or death. Upon separation from employment with the City due to retirement, termination, or death, an employee shall be paid for his or her unused portion of accumulated vacation leave.

In the case of resignation, an employee must resign in good standing or the City will not compensate him or her for accrued but unused vacation leave. To resign in good standing, an employee must give the Fire Chief written notice at least fourteen calendar days prior to separation, unless the Fire Chief agrees to permit a shorter period.

Pay at separation shall be directed to the employee's VEBA except in the case of death.

An employee who separates from employment with the City shall not accrue vacation leave credits after his or her last day of work.

F. SENIORITY FOR VACATION PLANNING

Vacation shall be granted on shift seniority. A vacation schedule shall be created for the entire year. The senior employee shall have first pick of not more than half of their allotted shift-days during prime time. However, if half of the allotted shift-days is a fractional amount, then the number will be rounded up to the next whole shift. If an employee desires to split his or her vacation period, such employee must pick first choice and then wait until everyone has made a choice before getting second choice. If the employee is eligible for more than four shift days of vacation and wishes to take all accrued vacation at one time, employee must waive first choice and choose a period after everyone else has had one choice. If an employee becomes ill on vacation leave, such employee cannot take medical leave and then take that portion of vacation leave at another time.

No more than four (4) employees from the Fire Department can take vacation from one shift at the same time.

A second pick of not more than four consecutive days may be chosen by shift seniority after first picks have been selected, notwithstanding waiving first pick to take more than four days at one time. The remaining work shifts may be selected until all days have been picked. At the Chief's discretion an employee may be allowed to use vacation leave on one or more shifts in increments to be determined by the Chief at the time of a request.

ARTICLE VI MEDICAL LEAVE

A. AMOUNT AUTHORIZED

Medical leave shall be accrued by each employee at the rate of ~~fourteen~~ eighteen (18) hours for each full calendar month of service. The amount accrued shall be prorated for any period of time an employee is not in an active pay status. An employee may accumulate medical leave to a maximum of 1695 hours. Medical leave shall be debited in half hour increments.

B. USE OF MEDICAL LEAVE

Medical leave with pay must be accrued before it can be taken and advancing medical leave is prohibited. Employees may utilize their allowances of medical leave when unable to perform their work duties by reason of personal illness, fatigue due to job related duties, non-compensable bodily injury, pregnancy, disease, or exposure to contagious diseases under circumstances in which the health of other employees or the public would be endangered by attendance on duty. Medical leave with pay may be utilized to keep medical, optical or dental appointments. It may also be utilized for a maximum of one hundred twenty five (125) hours per contract year for illness of or injury to, a member of the immediate family as defined in this Section. Medical leave shall be debited in half hour units.

For purposes of medical leave, "immediate family member" shall mean a child, spouse, parents, mother-in-law, father-in-law and grandparents. "Child" shall include a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing "in loco parentis".

C. REPORTS ON CONDITION

When an employee finds it necessary to utilize medical leave, the employee shall notify his or her supervisor as soon as possible. An employee must keep his or her immediate supervisor informed of the employee's condition. An employee may be required to submit a medical record or certificate for any absence. Failure to fulfill these requirements may result in denial of medical leave.

D. FRAUDULENT USE

The Fire Chief may investigate any medical leave taken by an employee. False or fraudulent use of medical leave shall be cause for disciplinary action and may result in dismissal.

E. NOTIFICATION

If an employee is absent for reasons that entitle the employee to use medical leave, the employee or a member of employee's household shall notify the supervisor on duty as soon as possible prior to scheduled reporting time. If an employee fails to notify the 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.

F. BEREAVEMENT LEAVE

Bereavement leave shall be granted to eligible employees for up to twenty-four (24) hours per calendar year for non-immediate family members. Non-immediate family member shall mean aunts, uncles, nieces, and nephews. An employee shall be eligible to use up to forty-eight (48) hours of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Fire Chief 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.

G. COMPENSATION FOR UNUSED MEDICAL LEAVE AT RETIREMENT

In addition to Article V, Section E, of this agreement, each employee upon retirement shall have a contribution made to their VEBA representing 38% of his or her accumulated medical leave not to exceed 1,576 hours; the rate used for the contribution will be based on the employee's salary at the time of retirement. In the case of death, the medical leave benefit will be paid at the same rate as retirement and shall be paid to the employee's beneficiary or estate. For individuals named in the Memo of Understanding, dated May 5, 2009, such employees shall receive credit upon retirement from employment of 25% for the cash value of any hours in excess of 1,687 up to 2,880 hours. Such hours shall be paid as a contribution to their VEBA. The rate used for the contribution will be based on the employee's salary at the time of retirement.

H. FAMILY AND MEDICAL LEAVE ACT POLICY

This policy establishes the rights and obligations of the City of Grand Island and its employees with respect to leave necessary for medical care of employees and their families pursuant to the 1993 Family and Medical Leave Act, more commonly referred to as FMLA.

An employee must be employed by the City for at least 12 months (the 12 months need not be consecutive) to be eligible to receive leave under this policy. Additionally, the employee must have worked at least 1,250 hours in the year preceding the date the employee seeks to start the leave.

Eligible employees are entitled to take up to 12 weeks of unpaid leave during a 12 month period for the following purposes: childbirth, adoption or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition; or one's own serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider. The City will observe a rolling 12-month period for purposes of tracking leave.

Employees requesting leave due to the birth, adoption, or placement of a foster child are required to provide written notice at least 30 days prior to the date that leave is anticipated to begin or as is possible if the event would occur earlier than anticipated.

Employees requesting family leave related to the serious health condition of themselves or a child, spouse, or parent may be required to submit a health care provider's statement verifying the need for such leave, the beginning and ending dates, and the estimated time required. Failure to provide required certifications may result in the denial of the leave or request for leave on an intermittent basis.

When both spouses are employed by the City, they are jointly entitled to a combined total of 12 weeks of leave if the leave is for the birth, adoption, or placement of a foster child or to care for a parent with a serious health condition.

Each spouse is entitled to 12 weeks of leave if the leave is due to his or her own serious health condition or to care for a son, daughter, or spouse with a serious health condition.

An eligible employee that is taking FMLA leave is required to use all accrued medical leave before going on unpaid status. The employee may choose, but is not required, to use accrued vacation and personal leave prior to taking leave on unpaid status.

Benefits While on Leave - During any period of leave under this policy, an employee's group health insurance coverage will be maintained at the same level and under the same conditions as before the leave began. Employees who normally made a contribution toward their health insurance coverage must continue to do so. If the employee has leave banks accrued and is using them, the employee's contribution will be collected in the same manner as if the employee were reporting to work. However, if the employee's leave banks have been exhausted, the employee must arrange with the Finance Department prior to the start of their leave, for the payment of the employee's share of the premiums and other voluntary deductions. Once an employee has exhausted all leave banks, they will not accrue any other benefits. This includes vacation time, medical leave time, holidays and personal days.

Return to Duty – An employee who has taken leave for their own serious health condition, will be required to present certification of fitness for duty from a health care provider prior to returning to work. Failure to provide certification may cause denial of reinstatement.

Upon return to duty, an employee is entitled to restoration of the former position or an equivalent position with equivalent pay and benefits.

ARTICLE VII MILITARY LEAVE

The provisions relating to military training leave are as provided by section 55-160 Neb. Rev. Stat. 1943 et. seq., as amended. The City will follow provisions relating to military leave as provided by Nebraska Statutes. Additional Active Duty Leave will be granted for members of the military when they have been called to active duty and the period as defined under State statute has expired. The eligible employee will receive pay for 2 additional pay periods, minus any hours that they are available to work during that period. Their health insurance benefits may remain in place at the same premium level for 3 additional calendar months at their request.

An employee will only be eligible to receive the additional Active Duty Leave one time during the course of a military action.

The City also recognizes and abides by the Family Military Leave Act 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, police, 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 employee is a party, 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. If an employee is called as a witness for the City during off-duty time and such time does not coincide with the employee's scheduled tour of duty, such employee shall be paid for a minimum of two (2) hours.

B. PROCEDURE

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

C. FEES

Fees received for jury service in a federal, state, county, police, or municipal court shall be deposited with the City Finance Director upon the employee's receipt thereof; provided, this requirement shall not apply to funds received by employees when they would not normally be on duty with the City. No employee shall receive witness fees paid from employer's funds and any witness fees received from any other source shall be deposited with the City Finance Director if the employee is paid by the City for the time needed to testify.

D. ADMINISTRATIVE LEAVE

The Fire Chief may grant administrative leave with pay for the following purposes:

- To participate in examinations, funerals and activities directly related to his or her work.
- To compete for positions in the City Personnel System.
- To present grievances or appeals to a government official.
- To investigate a disciplinary issue.

The Fire Chief may not grant administrative leave in excess of fifteen days. The Mayor must approve requests for leave in excess of fifteen days.

**ARTICLE IX
LEAVE WITHOUT PAY**

A. WHEN AUTHORIZED

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

Leave without pay may be granted to an employee for any good cause when it is in the interest of the department to do so. The employee's interests shall be considered when his or her record of employment shows the employee to be of more than average value and it is desirable to retain the employee even at some sacrifice. The chief administrative officer of the City may grant an employee leave without pay for a specified time not to exceed one month. This leave may be extended with approval of the chief administrative officer not to exceed one additional month. Any appointment made to a position vacated by an employee on leave without pay shall be governed by Civil Service Statutes.

B. CONDITIONS OF USE

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 the leave.

2. Vacation and medical leave credits and holiday pay 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.
4. Leave without pay for more than thirty days during the probationary/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 the probationary/introductory period upon return from leave.
5. Failure to report promptly at the expiration of a leave of absence shall be considered a resignation.
6. A leave without pay shall not be allowed for an employee to work for another employer or for self employment.
7. A leave without pay may be granted to participate in union or legislative activities.
8. Employees must use leave banks prior to being on unpaid leave.

**ARTICLE X
TEMPORARY DISABILITY LEAVE**

A. WHEN AUTHORIZED

In the case of temporary disability of a firefighter received while in the line of duty, he or she shall receive his or her salary during the continuance of such disability for a period not to exceed twelve months from the date of injury or commencement of disability, except that if it is ascertained by the city that such temporary disability has become a disability as defined in this article, then the salary shall cease and he or she shall be entitled to the benefits for pensions in case of disability as provided in Neb. Rev. Stat. §16-1031, as revised.

B. APPLICATION OF WORKERS' COMPENSATION

All payments of salary provided by this article shall be subject to deduction of amounts paid under the Nebraska Workers' Compensation Act as set forth below:

1. Pursuant to the waiting provisions in Section 48-119 of the Nebraska Workers' Compensation Act, no workers' compensation shall be allowed during the first seven calendar days following the date of injury or date that temporary disability begins, unless the disability continues for six weeks or longer. When the disability lasts less than six weeks, an employee must use medical leave for the initial seven days. If medical leave banks are not available other banks may be used. If no other leave is available, the City shall grant the employee temporary disability leave. If the disability continues for six weeks or

longer, the employee will be credited with any sick or vacation leave taken during the initial waiting period.

2. While on leave due to a temporary disability related to a workplace injury, the total compensation paid to an employee, including salary, wages, workers' compensation benefits, and leave pay collected from any other party (except the employee's private insurance) shall not exceed the employee's salary at the time of the commencement of the leave, plus any allowed and approved cost of living increase which commences during the period of leave.

The City of Grand Island will comply fully with the Worker's Compensation Program that has been established under State statute.

When accidents occur at work, they must be reported immediately to the supervisor and the appropriate paperwork filled out at that time and sent in to the office. A supervisor must have prior knowledge and approve a doctor's visit. A doctor's report may be required to substantiate the injury.

C. SUBROGATION

The City reserves a right of subrogation because of payment of temporary disability leave to any employee who is disabled or injured by a third party, and reserves the right to pursue collection from the employee of any money paid by the party to the extent of the City's payment of temporary disability leave. Should the employee receiving temporary disability leave collect from the third party for salary, wages or expenses otherwise paid by the City, he or she will reimburse the City for money paid as temporary disability leave or expenses resulting from the injury.

Nothing in this article shall be interpreted to mean that the City shall have the right to initiate civil litigation in the name of the employee against the party or representative of such party until after receiving consultation and advice of the employee and a signed waiver to that effect.

D. LIMITATION OF LEAVE

Temporary disability leave will not be available to employees following twelve months from the original date of injury or date that disability begins absent express approval of the chief administrative officer of the City. The chief administrative officer may grant an extension of this time not to exceed six (6) months.

Any employee whose employment by the City is terminated due to exceeding this limitation of leave shall be compensated for any remaining unused medical leave as in the case of retirement.

E. LIGHT DUTY

A light duty policy will be maintained by the City to accommodate employees who have been injured in the workplace to return to work as soon as possible. The commencement of light duty work and/or modified duty work shall be five (5) calendar days from the date of injury. Any changes in shifts to accommodate the light duty work shall be made in the interim. Any employee who is medically released

for light duty may commence light duty work and/or modified duty work earlier than the five (5) days from the date of injury if the employee is willing to do so. During the five day period between the date of injury and the beginning of light duty work and/or modified duty work, any employee who does not willingly return to light duty work who is released by a doctor to do so, shall be required to take medical leave for any regularly scheduled shifts that are missed. If medical leave is unavailable to the employee, vacation leave may be used in lieu of medical leave. Day one shall constitute the date of injury, and day six shall be the day the employee begins light duty work.

If the employee continues to work full duty after the date of injury, the five day notice shall begin on the date of the doctor appointment in which light duty work is recommended. Once an employee begins light duty work, the employee is required to continue light duty work until released for full duty or until the maximum light duty time period expires.

ARTICLE XI GENERAL PROVISIONS CONCERNING LEAVE

A. ABSENT WITHOUT APPROVAL

An employee who is absent from duty without approval shall receive no pay for the duration of the absence and, unless there is a legitimate reason for the absence, shall be subject to disciplinary action, which may include dismissal.

B. AUTHORIZED LEAVE FORMS

For all leave except medical leave, a written request on the Authorized Leave Form, indicating the kind of leave, duration, and dates of departure and return, must be approved prior to the taking of the leave. Unless an absence is substantiated by a Leave Form approved by the supervisor, an employee shall not be paid for any absence from scheduled work hours.

ARTICLE XII 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 employee's 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 were 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.

ARTICLE XIII POLICIES AND BENEFITS

A. DRUG-FREE WORKPLACE

The City of Grand Island is committed to providing a safe work environment. The City absolutely prohibits the distribution, manufacture, possession, sale, use, transfer, transport or purchase of illegal drugs, or being under the influence of alcohol or drugs at the workplace or having any measurable amounts of alcohol or drugs such as those listed below in their system while at the workplace, on City premises, or in City vehicles. The standard cut-off limits are provided by the testing facility. Any violation of this policy is subject to discipline up to and including termination, for the first offense.

The substances that are prohibited include but are not limited to the following:

- Alcohol
- Cannabinoids (marijuana, hashish)
- Depressants (tranquilizers)
- Hallucinogens (PCP, LSD, designer drugs” etc.)
- Narcotics (heroin, morphine, etc.)
- Stimulants (cocaine, methamphetamines, etc.)

Any employee convicted of violating a criminal drug statute must inform the City of such a conviction (including pleas of guilty and no contest) within five days of the conviction occurring. Failure to inform the City will subject the employee to disciplinary action, up to and including termination for the first offense. By law, the City will notify the federal grant agency or contracting officer within 10 days of receiving such notice from an employee or otherwise receiving notice of such conviction.

The City reserves the right to offer employees convicted of violating a criminal drug statute in the workplace, the opportunity to participate in a rehabilitation or drug abuse assistance program, at the employee’s expense, as an alternative to discipline. If such an opportunity is offered and accepted, the employee must successfully complete the program before returning to their position as a condition of employment.

The City shall test all applicants who have been offered a position with the City prior to starting their new job. Job placement is contingent on the results of the drug testing. The City will test for the following substances for all new hires;

- Amphetamine/Methamphetamine
- Cannabinoids
- Cocaine metabolites

- Opiates
- PCP

The City reserves the right to test any employee that it has reasonable cause to believe is under the influence of alcohol or drugs while in the workplace. Upon testing an employee, the employee will be out of service at the station until the results of the test are received.

B. POLITICAL ACTIVITY

All employees may not interfere or use the influence of their office for political reasons. They shall not participate in any political activity during normal working hours or when otherwise engaged in the performance of official duties. No employee shall engage in any political activity while wearing a uniform required by the City. An employee may not represent themselves as an employee of the City while being involved in an outside political activity. Employees are urged to contact the Fire Chief to determine the degree of political involvement allowed. Employees may not be dismissed or disciplined because they refuse to make a contribution to a political organization.

C. RESIDENCY

All employees, covered by this offer are required to reside within a thirty-five mile radius of the City of Grand Island. Employees who reside outside of this radius as of October 1, 2006 will not have to move into the required area. Those who do reside in the required area will not be allowed to move outside of the 35 mile radius. All newly hired employees shall have three months after completion of probationary/introductory period to comply with the residency requirements.

D. NEPOTISM

Public trust, safety, and City morale require that the City maintain a policy that ensures a sense of fairness to the general public as well as internal employees when it comes to the relationships of its employees. In order to promote the efficient operation of the City and to avoid the formation of cliques, claims of sexual harassment, or gender-based discrimination and the blurring of professional and personal responsibilities, the following policy describes the rules for workplace relationships.

Regular status employees who are members of the same family are eligible for City employment provided that they are not in the same supervisory chain of command. No relative shall work within the same shift or station of the City, nor shall any relative work within any supervisory capacity of another relative on a daily basis. They may, however, be employed in different divisions of the same department or in different departments. For purposes of defining this policy, family members shall include; spouse, children, stepchildren, parents, grandparents, siblings, and in-laws of the same relation. For further clarification, supervisory positions in the chain of command are as follows: Fire Chief, Fire Division Chief, Shift Commander and Fire Captain.

In addition to family relationships, and for the same reasons mentioned above, employees involved in romantic and/or sexual relationships or dating must also observe the chain of command rules mentioned above.

Employees must notify the City if they are in violation of this policy. Notification shall remain confidential. If the City cannot accommodate a transfer request and one of the employees affected does not voluntarily resign to correct the violation, the employee with the least amount of seniority with the City will be asked to resign or be terminated.

E. OUTSIDE EMPLOYMENT

Employees may hold other employment outside of City employment with prior approval from the Fire Chief as long as it does not interfere with the duties of the City job and does not conflict with the interests of the City.

F. TUITION REIMBURSEMENT

Tuition reimbursement will be available, subject to the following restrictions, for the purpose of enhancing the knowledge and skills of employees to better perform their current duties.

Qualification Process – the Fire Chief based on the following considerations will make the determination of whether a request qualifies for the Tuition Reimbursement Program:

- Is there budget authority?
- Is the course job related?
- Is there supervisor approval?
- Is the employee requesting reimbursement eligible for other assistance programs?

Approval Process – To receive tuition reimbursement, the employee must submit a “Tuition Request Form”, which contains the qualification information listed above, as well as the employee’s financial request prior to beginning the course.

Reimbursement will be allowed for books and other fees. Tuition reimbursement is available only to regular full-time status employees. If the employee is eligible for other assistance programs, the City will provide secondary benefits only.

Reimbursement Process – Any employee requesting tuition reimbursement will submit a grade report indicating the grade received for the class that was taken. Reimbursement will be as follows:

A or B – 100%
C – 80%

[An employee, who takes a Credit Course as “Pass/Fail” that is part of a degree program and passes the course, may request reimbursement as a grade C or 80%.](#)

The Fire Chief will include the request for reimbursement in the next payroll period. Annual tuition reimbursement will be limited as follows:

Less than two years of service:	\$600.00
Two to five years of service:	\$1,000.00
Over five years of service:	No limitations

G. BILINGUAL PAY

Employees who are proficient in an approved second language will be paid ~~\$1,000~~1,500 per calendar year, payable in the second check in November. In order for an employee to collect bilingual pay, the employee must be actively employed in November. The Fire Chief will determine whether bilingual skills are needed based upon the interaction of the department with the public. If bilingual skills are needed, the Fire Chief with the approval of the City Administrator 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.

**ARTICLE XIV
PENSION RETIREMENT PLAN**

The City agrees that the employees covered under this agreement are covered under the pension plan as provided by State Statutes, as amended.

**ARTICLE XV
RATES OF PAY FOR WORK PERFORMED**

A. SURVEY

The parties have relied on their own survey data to negotiate the wages and terms and conditions of employment established by this agreement and the totality of the agreement represents a compromise which should not be construed as an admission by either party regarding the appropriate array for determining comparability for the positions covered by this Agreement.

B. ~~2012-2013~~2014 - 2015 FISCAL YEAR

Rates of pay commencing on the first full pay period on or after October 1, ~~2012~~2014, for work performed ~~in the classes Firefighter, Paramedic and Fire Captain~~ under this agreement ~~shall be increased by 2% and~~ are attached as Exhibit “A”.

C. ~~2013—2014~~2015 - 2016 Fiscal Year

Rates of pay commencing on the first full pay period on or after October 1, ~~2013~~2015, for work performed ~~in the classes Firefighter, Paramedic and Fire Captain~~ under this agreement ~~shall be increased by 2.5% and~~ are attached as Exhibit "B".

D. 2016 – 2017 Fiscal Year

Rates of pay commencing on the first full pay period on or after October 1, 2016, for work performed under this agreement are attached as Exhibit "C".

~~D.~~ E. Voluntary Employee's Beneficiary Association (VEBA)

The VEBA will be considered by both parties as part of the total compensation for computation of wages and benefits. Effective October 1, 2012, the City will contribute \$10.00 per pay period per covered employee into the employee's VEBA account to be used by the employee under the terms of the VEBA trust agreement applicable to bargaining unit employees.

E. FUTURE INCREASES IN PAY

It is understood and agreed that payment of future rates is contingent upon the City adopting budget statements and appropriation or ordinances sufficient to fund such payments and salary ordinances authorizing such payments. The Union acknowledges that the City must comply with the Nebraska Budget Act.

F. STEP PAY PLAN

1. Upon the effective date of this agreement employees will be considered for step increases using the following time schedule:

Step 1 Entry level;

Step 2 - 9 Upon successful completion of twelve months of service in Step 1 of the job classification and each step thereafter;

2. The Mayor may evaluate the manner of performance of any employee, all employees, or any portion of the employees at any time during such employees' service. Any adjustments in the pay of such evaluated employees, including probationary/introductory employees' step adjustments, shall be effective on the first day of a pay period falling on or immediately following such adjustment.

3. Employees, prior to advancing in step or grade, shall be evaluated. Such evaluation shall take place at least yearly. For purposes of an increase in pay, other than salary table adjustments, an employee must receive a satisfactory evaluation. Such evaluations shall be advisory and shall in no way require the granting of merit increases by the administration; but denial shall be in writing, showing cause for such

denial. Should a merit increase be denied, a new evaluation shall be made six months from the date of the first evaluation.

4. Employees may be considered for more than a one-step increase when recommended by the Fire Chief and approved by the chief administrative officer.

5. In no case shall any employee be advanced beyond the maximum rate of the pay grade for his or her class of position.

6. When an employee is asked to work out of class, ~~for more than five full consecutive shifts, they shall be temporarily appointed to the position and receive compensation in the class for which they are working at the beginning of the sixth day. They will be compensated at a level in the new pay range that guarantees at least a 3% increase.~~ they must meet one of the following: have completed the Task Book for that position and be eligible to test, or on the current promotional list for that position. They will be compensated at a rate of the next highest step which is 3% or greater. Employees will be compensated after they have worked more than one 24 hour shift, and any consecutive time after 24 hours will be retroactive back to the start of the out of class assignment.

7. The City uses a payroll cycle that runs bi-weekly (every two weeks). Any employee that identifies a mistake in their paycheck should contact their supervisor and/or the Payroll Specialist so that it is brought to their attention for correction. The City makes every effort to correctly process its payroll and prohibits improper deductions. Any such errors will be corrected as they are identified.

8. **PROMOTIONS:** An employee who is promoted will be placed in the lowest step of his or her new pay grade that will permit an increase of at least 3%. After successfully completing the six-month introductory period in their new position, they may be reviewed by the Fire Chief for a step increase at this time.

9. **DEMOTIONS:** The pay of any employee who is demoted will be on the same step of the pay grade for the job classification to which the employee is being demoted.

10. **INTRODUCTORY PERIOD:** All employees shall serve an introductory period that shall not be less than six months. The introductory period is an essential part of the employment selection process. It gives the City and the employee the opportunity to make sure the job is a good fit. An employee's performance that does not meet required standards may be terminated without recourse within the introductory period. When it is determined that the services of the employee have not been acceptable, the Fire Chief shall notify the employee in writing of the date that the termination will be in effect. A performance report, together with a copy of the termination, shall be forwarded to the Human Resources Department and Chief Administrative Officer for approval.

A newly hired employee will accrue vacation during the introductory period, but it will not be considered "earned" until the introductory period is successfully completed. An employee that leaves the City's employ during the introductory period will not be compensated for the accrued vacation.

A performance evaluation and change of status form that requests that they be removed from the introductory status will signify successful completion of the introductory period. The Fire Chief may extend the introductory period upon written notification to the employee and the Human Resources Director.

While serving the introductory period, an employee may be appointed or promoted to a position in a different class. When this occurs, the employee will begin a new introductory period for the position to which he or she has been appointed or promoted to. The same is true for employees that request reassignment into a different position.

An employee may also serve additional introductory periods in the case of a promotion. When promoted, an employee will serve an introductory period that resembles that required for the original appointment.

11. REGULAR STATUS: Once an employee successfully completes their introductory period, the employee is then appointed to regular status.

12. CONVERSION FROM UNION TO NON-UNION POSITION:

- a) Medical Leave: If an employee transfers to a non-union position and has the maximum medical leave accrued, then he/she will move to the maximum medical accrual in the new non-union position. If an employee has not reached the maximum medical accrual, then the conversion shall be prorated at a percentage of maximum accrual.
- b) Vacation Leave: The amount of hours in the employee's vacation bank will move with the employee to the non-union position. If the employee is over the vacation bank limit as outlined in the Personnel Rules & Regulations based upon years of service, the employee will not accrue further until he/she is below the allowed amount.

The rule would apply the same in an inverse situation.

13. APPARATUS OPERATOR: When an employee is assigned as an Apparatus Operator (not including ambulance or service vehicles) for an entire 24 hour shift, the employee will receive an additional fifty cents (\$.50) per hour. For purposes of this article, the apparatus shall mean pumper, rescue pumper and aerial. The employee must be certified and assigned for the shift to qualify. The City will not be required to compensate two (2) employees assigned for the same equipment for the same period of time. Employees will be selected and trained to become Apparatus Operators on the following:

- a) Employee must have at least 2 years in the position of Firefighter;
- b) Successfully complete the department training- consisting of Driver operator class and/or FAO Task Book; and
- c) Maintain department certification as an Apparatus Operator.

When the need arises to add and train new apparatus operators, the employee will notify the Chief of their interest and the Chief will select candidates for training. The Shift Commander or Captain will create and implement a rotation schedule when more than one qualified FAO is assigned to his/her Company.

ARTICLE XVI 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 and the department. Every employee shall be impartial in all official acts and shall in no way endanger nor give occasion for distrust of his or her impartiality.

B. MEMBERSHIP IN UNION

The parties hereby agree that no officers, agents, representatives, members, or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain from any of these activities, including the right of employees to withdraw, revoke, or cancel union membership.

C. DISCIPLINARY ACTION

Disciplinary Action - Cause: cause for disciplinary action against any employee shall also include any cause so specified in the Personnel Rules or ordinances of the City of Grand Island and the rules and regulations of the City Civil Service Commission.

Disciplinary Action - Reprimand: The fire chief may reprimand any employee for cause. Such reprimand may be in writing and addressed and presented to the employee who will initial receipt. A signed copy shall be delivered to the mayor's office for inclusion in the employee's personnel file. The employee may submit an explanation or rebuttal.

Disciplinary Action: It is agreed by the parties that all applicable provisions of the Grand Island City Code and the rules and regulations of the City Civil Service Commission are hereby made part of this agreement and by this reference made part hereof. An employee subject to disciplinary action may have a union representative, attorney, or other person present as the employee's representative during disciplinary proceedings as provided in the Civil Service ordinances and Personnel Rules of the City.

ARTICLE XVII GRIEVANCE PROCEDURE

A. PROCEDURE

An alleged grievance arising from an employee shall be handled in the following manner:

A grievance for the purpose of the agreement refers to a question of interpretation, application, and meaning of the terms of the labor agreement between the City and the Union. Employees shall raise and thoroughly discuss any matters of disagreement with their immediate supervisor in order to informally resolve as many matters as possible. In reducing a grievance to writing, the following information must be stated with reasonable clearness: the exact nature of the grievance; the act or acts of commission or omission; the time and place of the act of commission or omission; the identity of the party or parties who claim to be aggrieved; the provisions of this agreement that are alleged to have been violated; and the remedy which is sought.

In the event that satisfactory settlement is not or cannot be reached after the matter has been informally raised with the immediate supervisor, the following procedure shall be used in submission of a grievance:

1. First Step - Any employee who believes that he or she has a justifiable grievance shall discuss the request or complaint within ten (10) calendar days with the Union Grievance Committee. If the Committee determines that no grievance exists, then no further action is necessary.
2. Second Step - If the Committee determines that a grievance does exist, the Committee shall present the grievance, in writing, to the fire chief within ten (10) calendar days. The Fire Chief shall consider the grievance and notify the employee in writing within ten (10) calendar days after receipt of the grievance.
3. Third Step - If the grievance is not settled to the satisfaction of the employee, the employee or employee's representative shall present it in writing to the mayor of the City or the mayor's designated representative within ten (10) calendar days after the decision of the Fire Chief. The mayor or designated representative shall notify the employee of the decision made and of any action taken within ten (10) calendar days after receipt of the grievance.
4. Fourth Step - If the grievance is not settled to the satisfaction of the employee, he or she may appeal, within thirty (30) calendar days after receipt of the City's decision, to a court of competent jurisdiction.

The grievant shall be granted, if requested, up to two (2) shift days leave without pay to prepare the petition. The grievant shall be granted, if requested, up to two (2) shift days leave without pay to present the case in court.

The grievant may use vacation leave to prepare or present the case. Nothing in this agreement shall prevent the grievant from including in his or her petition a prayer for remuneration for time expended in the preparation, trial, or other time lost relating to grievance under consideration.

B. GENERAL CONDITIONS

An employee must obtain the permission of the immediate supervisor before leaving the job to present a grievance.

The time limits provided in this article shall be strictly construed. Unless an extension is agreed to by both parties, failure to comply with the deadlines set forth above shall result in the grievance being conceded by the offending party.

ARTICLE XVIII OTHER BENEFITS

A. INSURANCE

The City agrees to provide medical and dental 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 plan. Present and future benefits provided under the general group insurance plan shall be accorded the Union as modified. The City agrees to provide life insurance benefits, following the City's current plan.

B. DISCONTINUANCE OF INSURANCE

1. Unless covered under the FMLA policy, an employee who is on a leave of absence without pay will be removed from coverage under the City's medical insurance plan on the first day of the month following the effective date of the leave and shall remain off the City's plan for the duration of said leave of absence. Upon expiration of such leave and upon return of the employee to active duty, he or she will receive coverage on the first day of the month following his or her return.

2. 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, the employee will be dropped from the life insurance plan. The employee shall pay both the City's premium and employee's premium, if any, during this period.

C. UNION BULLETIN BOARD

The City agrees to provide space for the union to erect one bulletin board in each fire station for the posting of notices pertinent to the good and welfare of the union.

D. UNIFORM ALLOWANCE

~~All uniformed employees will be paid \$44.16 per month for clothing and uniform allowance, which shall be in addition to the regular salary to which such employees are entitled. Said clothing allowance shall be paid by adding \$22.08 to the employees' paychecks twice per month.~~

~~The City will provide to all new hires at the time of hire two (2) short sleeve class B shirts, two (2) long sleeve class B shirts, two (2) pairs of duty pants and two (2) pairs of duty shorts.~~ The City will provide to

all new hires upon completion of training, bunker gear which will consist of a coat, pants, suspenders, two pairs of gloves, two hoods, helmet and one pair of boots chosen by the Fire Chief. All current employees will receive new bunker gear as is necessary to rotate out as determined by the Chief.

The City shall establish a virtual quartermaster uniform wear management system, where employees may order approved station uniform wear. Each employee after their first year will be credited five hundred twenty five dollars (\$525) annual credit to be used for the purchase of the uniform item purchases as needed. New hires will receive four hundred dollars (\$400) credit for the purchase of initial uniforms. After probation they shall receive an additional five hundred dollars (\$500) for the purchase of a Class A uniform or other items as necessary. These amounts are not cumulative and must be used or lost. If an employee orders more items than they have money available, they will be responsible for the additional amount.

The following represents a sample list of approved items:

- Uniform Trousers
- Uniform Shorts
- Long Sleeve Uniform Shirts
- Short Sleeve Uniform Shirts
- Sweatshirts
- Long Sleeve T-Shirts
- Short Sleeve T-Shirts
- Ball Cap
- Uniform Belt
- Uniform Shoes
- Polo Shirt
- Any items associated with a Class A Uniform
- Job Shirt

If any such employee shall resign his or her employment, or be terminated for any reason whatsoever, ~~he or she shall be paid clothing allowance on a pro rata basis, but no allowance shall be made for a fraction of a month.~~ Bunker gear paid for by the City shall remain the property of the City and shall be returned. The City will give no less than a ninety (90) day notice prior to any change to the uniform policy. Any changes would coincide with the award of the annual uniform allowance.

E. SAFETY COMMITTEE

In the interest of safety for members of the bargaining unit, a safety committee is established. Said committee shall consist of five members: a City safety representative and four union representatives, one from each fire station. At least one firefighter, one paramedic and one fire captain shall be among the union representatives. The final or prime responsibility of the safety program lies with the Fire Chief.

The safety committee will meet at least every 60 days to review safety programs and to discuss safety programs and equipment in general. Life and health safety concerns, essential equipment, and/or

apparatus deficiencies will be noted and addressed in a timely manner. Copies of the minutes will be forwarded to the Fire Chief and the Union President.

F. INFECTIOUS DISEASE EXPOSURE: TESTING AND TREATMENT

The City agrees to provide tetanus boosters, hepatitis A, hepatitis B, and meningitis vaccinations, and testing for HIV, and tuberculosis ~~testing~~ and necessary follow-through without cost to the employee. The City agrees to pay for a baseline test for hepatitis C and follow-up treatment for documented exposure to infectious conditions acquired while on the job.

G. EXCHANGING WORK DAYS

~~Employees may be allowed to exchange workdays or work in place of an employee regularly scheduled for that day provided the exchange does not result in overtime for either employee. Requests for such an exchange must be submitted in writing not less than three (3) calendar days, if possible, prior to the proposed date of exchange and receive the approval of the fire chief.~~

Employees, solely at their option and with approval of the department, may agree to substitute for one another during scheduled work hours in performance of work in the same capacity. The hours worked shall be excluded by the employer in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation under the Fair Labor Standards Act. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift. Commander or Acting Shift Commander shall be responsible for the approval of all time trades, which shall be submitted in writing. Once approved all time trades shall be considered as final. The City assumes no liability or responsibility for repayment of time trades. Employees maintain all records regarding time trades exclusive of the written request. The City shall not be responsible for any additional costs related to time trades.

H. INSURANCE COMMITTEE

The City agrees to establish and maintain an employee advisory committee to aid in obtaining health, medical, and dental insurance. IAFF representation will be included on this committee.

The City agrees to maintain a pre-tax contribution plan for medical and hospitalization insurance and dependent care.

**ARTICLE XIX
MANAGEMENT RIGHTS**

A. COLLECTIVE BARGAINING

The City has endorsed the practices and procedures of collective bargaining as an orderly way to conduct its relations with this group of employees; provided, that the City, acting through its chief administrative officer of the City, retains the right to effectively operate in a reasonable and efficient manner to serve the best interests of all the citizens of the City.

B. RESERVED RIGHTS

Except where limited by express provisions elsewhere in this offer, nothing in the offer shall be construed to restrict, limit, or impair the rights, powers, and the authority of the City as granted to it under the laws of the State of Nebraska, and City ordinances. These rights, powers, and authority include, but are not limited to the following:

1. Discipline or discharge for just cause whether arising under this agreement or City work rules.
2. Direct the work force.
3. Hire, assign, or transfer employees.
4. Determine the mission of the City.
5. Determine the methods, means, number of personnel needed to carry out the City's mission.
6. Introduce new or improved methods or facilities.
7. Change existing methods or facilities.
9. Relieve employees because of lack of work.
9. Contract out for goods or services.
10. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments. The City will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit employees of their benefits under this agreement.

**ARTICLE XX
GENERAL PROVISIONS**

A. SCOPE OF NEGOTIATIONS

The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is, or may be, subject to collective bargaining.

B. MATTERS NOT SPECIFICALLY MENTIONED

Any and all matters not specifically mentioned in this offer are reserved to the City. Such matters reserved to the City shall not be subject to grievance proceedings during the life of this offer.

C. CHIEF ADMINISTRATIVE OFFICER

All industrial relation functions of the City shall be handled by the chief administrative officer of the City or designated representative. The union agrees that it shall deal with City only through the chief administrative officer of the City or designated representative.

D. UNION MEETINGS

Union meetings shall be held at a location other than the City's fire stations.

E. UNION CREDENTIALS

No representative of the Local 647 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 chief administrative officer of the City, or the Fire Chief, and obtaining permission.

F. UNION SOLICITATION

The union agrees that it or its members will not solicit membership in the union or otherwise carry on union activities during working hours or on City property.

G. DISCRIMINATION

The City agrees not to discriminate against any employee on the basis of race, creed, color, sex, age, or national origin, as provided by law.

H. UNION INTERFERENCE

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.

I. PAY STEP UPON DEMOTION

An employee who fails to satisfactorily perform the duties of a classification into which he or she has been promoted may be demoted to the classification from which promoted. Such employee shall return to the same pay step held prior to promotion with the same regular status held prior to promotion.

J. PHYSICAL FITNESS PROGRAM

The City maintains the right to test for fitness for duty [as provided for in the Americans with Disabilities Act for return to work.](#)

[The Safety Committee, as established by the Fire Department, will review employee fitness and wellness programs and make recommendations to the Chief and City Administrator regarding on going fitness and](#)

wellness. Any changes to the plan or requirements will be given to the committee for review and recommendation.

K. FIRE CHIEF

All references herein to the Fire Chief shall mean the head of the department of the City of Grand Island to which the employees covered under this agreement are assigned. The term "Fire Chief" shall include any duly authorized representative acting on behalf of the Fire Chief in accordance with the rules and regulations of the City.

**ARTICLE XXI
STRIKES AND LOCKOUTS**

A. STRIKES

Neither the union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of the operations of the City, regardless of the reason for so doing. The union shall attempt in good faith at all times to keep its members on the job during periods of negotiations and hearings for the settlement of grievances. If employees strike or in any manner slow down or stop work without union authorization, the union shall notify the City of the facts involved with the incident. Any or all employees who violate any of the provisions of this article without union sanction may be summarily discharged or disciplined by the City.

B. LOCKOUTS

The City will not lock out any employee during the term of the offer as a result of a labor dispute with the union.

**ARTICLE XXII
DURATION OF OFFER**

A. EXPIRATION

All of the terms, rights, obligations, benefits, and conditions of this offer will expire on September 30, ~~2014~~2017. The City and the Union agree to adhere to the laws of the State of Nebraska with respect to the Industrial Relations Act.

B. TERM

This labor agreement shall commence upon ratification by both parties on ~~and shall be retroactive to~~ October 1, ~~2012-2014~~ and shall continue in full force and effect until Midnight, September 30, ~~2014~~2017. If a new and substitute agreement has not been duly entered into prior to the expiration date, all economic

terms of the offer shall continue in full force and effect unless modified in accordance with the final offer of the City, or until a new agreement is reached, the Nebraska Commission of Industrial Relations (CIR) has made a determination, or the Nebraska Supreme Court has made a decision on appeal from any CIR decision.

CIR 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, ~~2012~~2014 through September 30, ~~2014~~2017.

ARTICLE XXIII SEVERABILITY

If any of the provisions of this offer are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statute or ordinances, all other provisions of this offer shall remain in full force and effect for the duration of this offer.

ARTICLE XXIV SCOPE OF AGREEMENT

A. COMPLETE AGREEMENT

This constitutes the complete agreement concerning all proper subjects of collective bargaining for the duration of the labor agreement period and supersedes all previous agreements. There are no oral agreements nor is this Agreement based upon any oral representation covering the subject matter of this Agreement.

B. INTERPRETATION

This Offer has been extended and will be implemented 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 Offer shall be adjudged in accordance with the statutes and laws of the State of Nebraska and of the United States of America.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

CITY OF GRAND ISLAND, NEBRASKA, A Municipal Corporation,

By _____
Jay Vavricek, Mayor

Attest _____
RaNae Edwards, City Clerk

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
AFL-CIO, LOCAL 647

President, ~~Scott Kuehl~~ [Phillip Thomas](#)

~~Amendment~~ Attachment 1

~~This document serves to amend the current labor agreement between the City of Grand Island and the International Association of Firefighters, Local 647 to add the position and b~~Benefits are outlined below for Life Safety Inspector ~~and to add the position of Shift Commander~~. All other terms and conditions as are set forth in the current labor agreement remain unchanged with the exception of the terms outlined in this ~~amendment~~ attachment. The Life Safety Inspector shall be covered by the IAFF Local 647 labor agreement and the conditions outlined in said labor agreement with the exception of the provisions noted below.:-

~~The Shift Commander position shall also be covered by the IAFF Local 647 and the working conditions are as outlined in the current labor agreement.~~

HOURS of WORK and OVERTIME

This position will work a standard 40 hour workweek and shall be subject to all rules and regulations outlined in the Fair Labor Standards Act and as such will be entitled to overtime pay for hours worked in excess of 40 hours per week.

PAID HOLIDAYS

The following holidays are recognized as paid holidays and the dates that they will be observed on. Employees in the Life Safety Inspector classification will receive time off with pay (8 hours) for the holidays listed below:

New Year's Day January 1

~~Arbor Day~~ Martin Luther King, Jr., Day ~~Last Friday in April~~ Third Monday in January

Memorial Day Last Monday in May

Independence Day -July 4

Labor Day -First Monday in September

Veteran's Day -November 11

Thanksgiving Day Fourth Thursday in November

Day after Thanksgiving Day

Christmas Day December 25

When a holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

Non-exempt regular full-time and part-time employees who are required to work on a holiday will be granted overtime pay for the time period worked.

If a holiday occurs while an employee is on Worker's Compensation or other disability compensation, no credit for the holiday will be allowed. In order to receive pay for an observed holiday, an employee must not have been absent without pay on the workday immediately preceding or immediately following the holiday unless excused by his/her supervisor.

In addition, the City will provide one (1) additional non-cumulative personal holiday each fiscal year to all eligible employees. This holiday shall be observed simultaneously by all members of the bargaining unit on a date agreed upon by the Fire Chief and the Union President on an annual basis. The City shall make a contribution to the employee's VEBA in lieu of the personal holiday. The contribution will be based on 15 hours of pay at a blended rate based on the top wage for all three positions (Firefighter, Firefighter/Paramedic and Captain) divided by three.

VACATION

Employees shall accrue vacation time during their new employee probationary/introductory period; however, they will not be entitled to take vacation until successfully completing probationary/introductory period. The employee will not receive any vacation benefits if they leave the employment of the City during the probationary/introductory period. Vacation leave shall be debited in half hour increments and accrue as outlined below:

Years 1 through 4	80 hours
Years 5 through 6	120 hours
Years 7 through 8	128 hours
Years 9 through 10	136 hours
Years 11 through 12	144 hours
Year 13	152 hours
Years 14 through 19	160 hours
Years 20 through 24	168 hours
Year 25 and beyond	176 hours

The Chief will make every effort to grant requested vacation time; however, it must be approved in advance and will be granted on the basis of work requirements of the department. Seniority will be considered when scheduling vacations within the department.

Each employee will take a period of vacation that allows him or her to be away from the workplace for a minimum of five consecutive work days which may include the use of personal leave. Holidays, which occur during an employee's vacation, do not count as vacation time.

CARRY-OVER

Employees will be allowed to carry-over the maximum amount of vacation that they earn in one year, plus 80 hours. Current vacation time and carry-over time may be used during a single calendar year when authorized.

An employee who fails to use his/her vacation time through the employee's own decision loses all but the maximum carry-over amounts as mentioned above. The Human Resources Director and City Administrator may waive the provisions of this section in extreme circumstances for the good of the City.

VACATION CREDIT ON SEPARATION

Separation from employment shall include resignation, retirement, termination, or death. Upon separation from employment with the City due to retirement, termination, or death, an employee shall be paid for his or her unused portion of accumulated vacation leave.

In the case of resignation, an employee must resign in good standing or the City will not compensate him or her for accrued but unused vacation leave. To resign in good standing, an employee must give the Fire Chief written notice at least fourteen calendar days prior to separation, unless the Fire Chief agrees to permit a shorter period.

Pay at separation shall be directed to the employee's VEBA except in the case of death.

An employee who separates from employment with the City shall not accrue vacation leave credits after his or her last day of work.

MEDICAL LEAVE

Medical leave will be charged in one-half hour increments.

ACCRUAL OF MEDICAL LEAVE

Medical leave will be accrued at a rate of eight hours per month for full-time regular status employees. The maximum amount of medical leave hours that may be accrued is 1,084.

COMPENSATION FOR UNUSED MEDICAL LEAVE AT RETIREMENT

Each employee upon retirement shall have a contribution made to their VEBA representing 50% of his or her accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at $50\% \times 1,084 = 542$). The rate used for the contribution will be based on the employee's salary at the time of retirement. In the case of death, the medical leave benefit will be paid at the same rate as retirement and shall be paid to the employee's beneficiary or estate.

BEREAVEMENT LEAVE

Bereavement leave shall be granted to eligible employees for up to two (2) days per calendar year for non-immediate family members. Non-immediate family member shall mean aunts, uncles, nieces and nephews. Any portion of a work day used for bereavement leave shall be considered a full day of bereavement leave. An employee shall be eligible to use up to three (3) days of paid bereavement leave for the death of an immediate family member which includes parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation, regardless of when it occurs. In addition to the use of bereavement leave as set forth hereafter, medical leave may be granted at the discretion of the Department Director and City Administrator for the death of a member of an employee's immediate family because of unusual circumstances. To attend the funeral of someone other than immediate and non-immediate family, an employee shall take vacation or personal leave.

PENSION PLAN

The City provides a pension plan that employees are eligible for immediately. Participation is mandatory upon the first day of employment. Employees defer 6% (pre-tax) of their pay into the pension plan. The City matches the 6% contributed by the employee. Employees direct 100% of Employee and Employer contributions. The vesting schedule is as follows:

1 year = 60%

2 years = 70%

3 years = 80%

4 years = 90%

5 years = 100%

Voluntary Employee's Beneficiary Association (VEBA)

The VEBA will be considered by both parties as part of the total compensation for computation of wages and benefits. The City will contribute \$10.00 per pay period per covered employee into the employee's VEBA account to be used by the employee under the terms of the VEBA trust agreement applicable to bargaining unit employees.

UNIFORMS

The City will provide to all new hires at the time of hire two polo shirts, two T-shirts, two pants, one belt and one uniform coat. These items will be replaced as needed by the City.

RATES OF PAY FOR WORK PERFORMED

~~2013—2014 Fiscal Year~~

Rates of pay commencing on the first full pay period on or after October 1, 2013, for work performed under this agreement shall be increased by 2.5% ~~for the Life Safety Inspector.~~ [See Exhibits "A", "B", and "C".](#)

Execution of movement through the nine step pay scale shall be the same as outlined for all other positions covered by the IAFF labor agreement.

~~IN WITNESS WHEREOF, the parties hereto have executed this agreement.~~

~~CITY OF GRAND ISLAND, NEBRASKA, A Municipal Corporation,~~

By _____ Jay Vavricek, Mayor

Attest _____ RaNae Edwards, City Clerk

~~INTERNATIONAL ASSOCIATION OF FIREFIGHTERS~~ _____ ~~AFL-CIO, LOCAL 647~~

Interim President, Randy Iverson

YEAR 1 - EXHIBIT A

IAFF

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Firefighter/EMT	HOURLY	14.0979	14.7699	15.4735	16.2108	16.9834	17.7926	18.6405	19.5286	20.4591
5005	PERIOD	1,522.57	1,595.15	1,671.14	1,750.77	1,834.21	1,921.60	2,013.17	2,109.09	2,209.58
	MONTH	3,298.90	3,456.16	3,620.80	3,793.34	3,974.12	4,163.47	4,361.87	4,569.70	4,787.42
	ANNUAL	39,586.82	41,473.90	43,449.64	45,520.02	47,689.46	49,961.60	52,342.42	54,836.34	57,449.08

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Firefighter/Para	HOURLY	15.8872	16.5878	17.3194	18.0832	18.8806	19.7132	20.5825	21.4902	22.4380
5010	PERIOD	1,715.82	1,791.48	1,870.50	1,952.99	2,039.10	2,129.03	2,222.91	2,320.94	2,423.30
	MONTH	3,717.61	3,881.54	4,052.75	4,231.48	4,418.05	4,612.90	4,816.31	5,028.70	5,250.48
	ANNUAL	44,611.32	46,578.48	48,633.00	50,777.74	53,016.60	55,354.78	57,795.66	60,344.44	63,005.80

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Fire Captain	HOURLY	18.7981	19.5822	20.3987	21.2493	22.1353	23.0585	24.0199	25.0215	26.0650
5015	PERIOD	2,030.19	2,114.88	2,203.06	2,294.92	2,390.61	2,490.32	2,594.15	2,702.32	2,815.02
	MONTH	4,398.75	4,582.24	4,773.30	4,972.33	5,179.66	5,395.69	5,620.66	5,855.03	6,099.21
	ANNUAL	52,784.94	54,986.88	57,279.56	59,667.92	62,155.86	64,748.32	67,447.90	70,260.32	73,190.52

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Life Safety Inspector	HOURLY	21.4104	22.3676	23.3674	24.4121	25.5033	26.6434	27.8346	29.0789	30.3788
5020	PERIOD	1,712.83	1,789.41	1,869.39	1,952.97	2,040.26	2,131.47	2,226.77	2,326.31	2,430.30
	MONTH	3,711.13	3,877.06	4,050.35	4,231.44	4,420.56	4,618.19	4,824.67	5,040.34	5,265.65
	ANNUAL	44,533.58	46,524.66	48,604.14	50,777.22	53,046.76	55,418.22	57,896.02	60,484.06	63,187.80

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Shift Commander	HOURLY	22.7027	23.4792	24.2823	25.1128	25.9717	26.8600	27.7787	28.7289	29.7114
5025	PERIOD	2,451.89	2,535.75	2,622.49	2,712.18	2,804.94	2,900.88	3,000.10	3,102.72	3,208.83
	MONTH	5,312.43	5,494.13	5,682.06	5,876.39	6,077.37	6,285.24	6,500.22	6,722.56	6,952.47
	ANNUAL	63,749.14	65,929.50	68,184.74	70,516.68	72,928.44	75,422.88	78,002.60	80,670.72	83,429.58

9/5/2014

YEAR 2 - EXHIBIT B

IAFF

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Firefighter/EMT	HOURLY	14.5913	15.2868	16.0151	16.7782	17.5778	18.4153	19.2929	20.2121	21.1752
5005	PERIOD	1,575.86	1,650.97	1,729.63	1,812.05	1,898.40	1,988.85	2,083.63	2,182.91	2,286.92
	MONTH	3,414.36	3,577.10	3,747.53	3,926.11	4,113.20	4,309.18	4,514.53	4,729.64	4,954.99
	ANNUAL	40,972.36	42,925.22	44,970.38	47,113.30	49,358.40	51,710.10	54,174.38	56,755.66	59,459.92

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Firefighter/Para	HOURLY	16.4433	17.1684	17.9256	18.7161	19.5414	20.4032	21.3029	22.2424	23.2233
5010	PERIOD	1,775.88	1,854.19	1,935.96	2,021.34	2,110.47	2,203.55	2,300.71	2,402.18	2,508.12
	MONTH	3,847.74	4,017.41	4,194.58	4,379.57	4,572.69	4,774.36	4,984.87	5,204.72	5,434.26
	ANNUAL	46,172.88	48,208.94	50,334.96	52,554.84	54,872.22	57,292.30	59,818.46	62,456.68	65,211.12

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Fire Captain	HOURLY	19.3620	20.1697	21.0107	21.8868	22.7994	23.7503	24.7405	25.7721	26.8470
5015	PERIOD	2,091.10	2,178.33	2,269.16	2,363.77	2,462.34	2,565.03	2,671.97	2,783.39	2,899.48
	MONTH	4,530.72	4,719.72	4,916.51	5,121.50	5,335.07	5,557.57	5,789.27	6,030.68	6,282.21
	ANNUAL	54,368.60	56,636.58	58,998.16	61,458.02	64,020.84	66,690.78	69,471.22	72,368.14	75,386.48

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Life Safety Inspector	HOURLY	22.1598	23.1505	24.1853	25.2665	26.3959	27.5759	28.8088	30.0967	31.4421
5020	PERIOD	1,772.78	1,852.04	1,934.82	2,021.32	2,111.67	2,206.07	2,304.70	2,407.74	2,515.37
	MONTH	3,841.02	4,012.75	4,192.11	4,379.53	4,575.29	4,779.82	4,993.52	5,216.77	5,449.97
	ANNUAL	46,092.28	48,153.04	50,305.32	52,554.32	54,903.42	57,357.82	59,922.20	62,601.24	65,399.62

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Shift Commander	HOURLY	23.4973	24.3010	25.1322	25.9917	26.8807	27.8001	28.7510	29.7344	30.7513
5025	PERIOD	2,537.71	2,624.51	2,714.28	2,807.10	2,903.12	3,002.41	3,105.11	3,211.32	3,321.14
	MONTH	5,498.37	5,686.44	5,880.94	6,082.05	6,290.09	6,505.22	6,727.74	6,957.86	7,195.80
	ANNUAL	65,980.46	68,237.26	70,571.28	72,984.60	75,481.12	78,062.66	80,732.86	83,494.32	86,349.64

YEAR 3 - EXHIBIT C

IAFF

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Firefighter/EMT	HOURLY	15.1020	15.8218	16.5756	17.3654	18.1930	19.0598	19.9682	20.9195	21.9163
5005	PERIOD	1,631.02	1,708.75	1,790.16	1,875.46	1,964.84	2,058.46	2,156.57	2,259.31	2,366.96
	MONTH	3,533.88	3,702.29	3,878.68	4,063.50	4,257.15	4,460.00	4,672.57	4,895.17	5,128.41
	ANNUAL	42,406.52	44,427.50	46,544.16	48,761.96	51,085.84	53,519.96	56,070.82	58,742.06	61,540.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Firefighter/Para	HOURLY	17.0188	17.7693	18.5530	19.3712	20.2253	21.1173	22.0485	23.0209	24.0361
5010	PERIOD	1,838.03	1,919.08	2,003.72	2,092.09	2,184.33	2,280.67	2,381.24	2,486.26	2,595.90
	MONTH	3,982.40	4,158.01	4,341.39	4,532.86	4,732.72	4,941.45	5,159.35	5,386.90	5,624.45
	ANNUAL	47,788.78	49,896.08	52,096.72	54,394.34	56,792.58	59,297.42	61,912.24	64,642.76	67,493.40

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Fire Captain	HOURLY	19.9429	20.7748	21.6410	22.5434	23.4834	24.4628	25.4827	26.5453	27.6524
5015	PERIOD	2,153.83	2,243.68	2,337.23	2,434.69	2,536.21	2,641.98	2,752.13	2,866.89	2,986.46
	MONTH	4,666.63	4,861.31	5,064.00	5,275.16	5,495.12	5,724.29	5,962.95	6,211.60	6,470.66
	ANNUAL	55,999.58	58,335.68	60,767.98	63,301.94	65,941.46	68,691.48	71,555.38	74,539.14	77,647.96

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Life Safety Inspector	HOURLY	22.9354	23.9608	25.0318	26.1508	27.3198	28.5411	29.8171	31.1501	32.5426
5020	PERIOD	1,834.83	1,916.86	2,002.54	2,092.06	2,185.58	2,283.29	2,385.37	2,492.01	2,603.41
	MONTH	3,975.47	4,153.20	4,338.84	4,532.80	4,735.42	4,947.13	5,168.30	5,399.36	5,640.72
	ANNUAL	47,705.58	49,838.36	52,066.04	54,393.56	56,825.08	59,365.54	62,019.62	64,792.26	67,688.66

		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Shift Commander	HOURLY	24.3197	25.1515	26.0118	26.9014	27.8215	28.7731	29.7573	30.7751	31.8276
5025	PERIOD	2,626.53	2,716.36	2,809.27	2,905.35	3,004.72	3,107.49	3,213.79	3,323.71	3,437.38
	MONTH	5,690.82	5,885.45	6,086.75	6,294.93	6,510.23	6,732.90	6,963.21	7,201.37	7,447.66
	ANNUAL	68,289.78	70,625.36	73,041.02	75,539.10	78,122.72	80,794.74	83,558.54	86,416.46	89,371.88

RESOLUTION 2014-292

WHEREAS, pursuant to Neb. Rev. Stat., §16-201, the City has the authority to make all contracts and do all other acts in relation to the property and concerns of the city necessary to the exercise of its corporate powers; and

WHEREAS, an employee group at the City of Grand Island is represented by the International Association of Fire Fighters, AFL-CIO, CLC, Local No. 647 (IAFF) and

WHEREAS, representatives of the City and the IAFF, Local No. 647 met to negotiate a labor agreement, and

WHEREAS, the contract specifies salary adjustments as well as all other benefits, terms and conditions outlined in the agreements, and

WHEREAS, an agreement was reached with the employee group and a labor agreement has been presented to City Council for approval.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized to execute the Labor Agreement by and between the City of Grand Island and the International Association of Fire Fighters, AFL-CIO, CLC, Local No. 647 (IAFF) for the period of October 1, 2014 through September 30, 2017.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on September 9, 2014.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 5, 2014	☐ City Attorney



City of Grand Island

Tuesday, September 9, 2014

Council Session

Item J-1

Approving Payment of Claims for the Period of August 27, 2014 through September 9, 2014

The Claims for the period of August 27, 2014 through September 9, 2014 for a total amount of \$5,437,470.80. A MOTION is in order.

Staff Contact: Jaye Monter, Finance Director