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# City of Grand Island



**Tuesday, August 28, 2012**  
**Council Session Packet**

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**City Council:**

Larry Carney  
Linna Dee Donaldson  
Scott Dugan  
Vaughn Minton  
John Gericke  
Peg Gilbert  
Chuck Haase  
Mitchell Nickerson  
Bob Niemann  
Kirk Ramsey

**Mayor:**

Jay Vavricek

**City Administrator:**

Mary Lou Brown

**City Clerk:**

RaNae Edwards

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**7:00 PM**  
**Council Chambers - City Hall**  
**100 East First 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.

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**Invocation - Pastor Scott Taylor, First Christian Church, 2400 West 14th Street**

**Pledge of Allegiance**

**Roll Call**

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### **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.

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### **B - RESERVE TIME TO SPEAK ON AGENDA ITEMS**

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



# City of Grand Island

Tuesday, August 28, 2012

Council Session

## Item C1

### **Recognition of Terri Svoboda, Human Resources Specialist for 25 Years of Service with the City of Grand Island**

*The Mayor and City Council will recognize Terri Svoboda, Human Resources Specialist for 25 years of service with the City of Grand Island. Ms. Svoboda was hired on August 17, 1987 as an Accounting Clerk I, was promoted to Accounting Clerk II on July 18, 1988, promoted to Utility Clerk IV on January 31, 1989, promoted to Administrative Secretary on March 1, 1990, promoted to Sr. Administrative Secretary on April 1, 1992, promoted to Accountant on May 16, 1994 and moved to her current position of Human Resources Specialist on January 6, 1997. We congratulate and thank Ms. Svoboda for her dedication and service to the City of Grand Island.*

Staff Contact: Mayor Jay Vavricek

# Twenty Five Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

TERESA SVOBODA

For your Loyalty, Diligence, and Outstanding Performance During Your Tenure With



*Blair Sutherland*  
Department Director  
*[Signature]*  
Mayor

Date 7-25-12  
Date

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# City of Grand Island

Tuesday, August 28, 2012

Council Session

## Item C2

### **Proclamation “Train Town USA” from the Union Pacific Railroad, August 30, 2012**

*In July of 1866 the Union Pacific Railroad reached Grand Island as part of the original transcontinental railroad. Today more than 90 trains travel through the city every 24 hours. The Mayor has proclaimed, August 30, 2012 as "Train Town USA". See attached PROCLAMATION.*

Staff Contact: Mayor Jay Vavricek

THE OFFICE OF THE MAYOR  
City of Grand Island  
State of Nebraska

PROCLAMATION

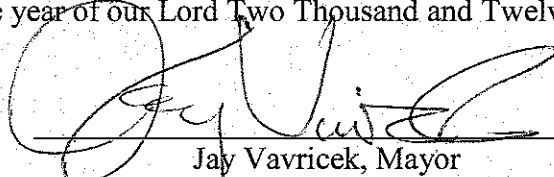
- WHEREAS, Grand Island has been a railroad center since the Union Pacific Railroad first reached here in July 1866, building westward as part of the original transcontinental railroad; and
- WHEREAS, one-hundred and forty-six miles west of the starting point of the Union Pacific at Council Bluffs, Iowa, Grand Island became a major engine and crew change point; and
- WHEREAS, a depot and locomotive maintenance shops were erected and enlarged over time as the city steadily prospered from the commerce and convenient transportation provided by the railroad; and
- WHEREAS, in 1885, the UP locomotive shop in Grand Island was converted to freight car construction and maintenance, a role it maintained for many years and
- WHEREAS, UP's Grand Island roundhouse at its peak in the 1920s consisted of 40 stalls where engines could be serviced; and
- WHEREAS, despite the loss of much of the public's everyday interaction with the railroad industry, freight service has continued as freight trains are organized and dispatched from Grand Island; and
- WHEREAS, today, Grand Island continues to have a wealth of railroad activity 24 hours a day as the Union Pacific Railroad cuts through the heart of the city with 90 trains every 24 hours; and
- WHEREAS, the Union Pacific Railroad is a strong partner...and its willingness to reduce noise in the downtown business district and its plans for greater safety along that corridor indicate its ongoing commitment to Grand Island's history but also its future. Grand Island says "Thank you" we look forward to another 150 years of progress together.

NOW, THEREFORE, I, Jay Vavricek, Mayor of the City of Grand Island, Nebraska,  
do hereby proclaim August 30, 2012 as


***"TRAIN TOWN USA"***

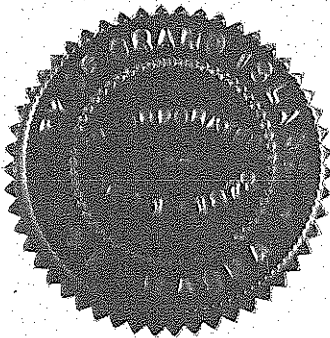
in the City of Grand Island, and encourage all citizens to  
remember the history of the Union Pacific Railroad and its  
importance to the City of Grand Island.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of  
the City of Grand Island to be affixed this twenty-eighth day of  
August in the year of our Lord Two Thousand and Twelve.

  
Jay Vavricek, Mayor

Attest:

  
RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, August 28, 2012

Council Session

## Item C3

### Presentation of the “Mayor’s Builder Award” to Monte Hehnke

*Since so many great efforts occur in our community and many unnoticed, it's important to recognize efforts that build a stronger Grand Island.*

*As Mayor, the City will recognize those efforts with a "Mayor's Builder Award" Recognition and appearance before council and the people of Grand Island.*

*The first Builders' Award will go to Monte Hehnke. Monte's effort with youth and baseball...particularly River Dogs Baseball and the redevelopment of the Pier Baseball field and also his company's special efforts of State Fair/Fonner Park should be noted too as the addition of heating in a facility there will increase its usage for the community's best interest and more opportunities to host visitors here too.*

*Monte Hehnke...will be recognized as a Builder of a Better Grand Island.*

Staff Contact: Mayor Jay Vavricek



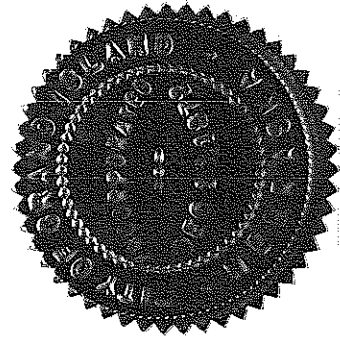
# *Mayor's Builder Award*

Awarded to

**“Monte Hehnke”**

for outstanding work in the community of the City of Grand Island and a  
Builder of a Better Grand Island.

Mayor, Jay Vavricek



City Clerk, RaNae Edwards



# **City of Grand Island**

**Tuesday, August 28, 2012**

**Council Session**

## **Item E1**

**Public Hearing on Request to Rezone Property Located South of  
Capital Avenue Immediately West of the Moore's Creek Drainway  
from RO – Residential Office to RD – Residential Development**

**Staff Contact: Chad Nabity**



# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** August 28, 2012

**Subject:** To Rezone Properties Located South of Capital Avenue and West of US Hwy 281 from RO – Residential Office to RD – Residential Development Zone

**Item #'s:** E-1 & F-1

**Presenter(s):** Chad Naby AICP, Regional Planning Director

## **Background**

Concerning a request to rezone properties consisting of 13.79 acres located south of Capital Avenue and west of US Hwy 281 from RO – Residential Office to RD Residential Development Zone.

## **Discussion**

At the regular meeting of the Regional Planning Commission, held August 1, 2012 the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

Naby told the board an application has been made to rezone 13.79 acres south of Capital Avenue and west of the Moore's Creek Drainway from RO Residential Office to RD Residential Development Zone. The developers are proposing to building ten, 30 unit three story apartment buildings as shown on the attached plans, along with a club house and pool area. Also included is a Preliminary Plat for Sterling Estates Second Subdivision and a Final Plat for Sterling Estates Second Subdivision.

Bob Batt, explained this project is \$24 million which is privately funded and is being completed in two phases. Batt and his partner have been looking around for ideal investment property and this caught their eye as Grand Island is in need of more housing.

Ruge voiced concerns of the traffic on Capital Ave., with it being two lanes and how congested it would be at certain times of the day.

O'Neill closed the Public Hearing.

A motion was made by Bredthauer and seconded by McCarty to approve the Rezone from RO – Residential Office Zone to RD – Residential Development Zone. A motion was also made simultaneously to approve the Preliminary Plat and Final Plat for Sterling Estates 2<sup>nd</sup> Subdivision.

A roll call vote was taken and the motion passed with 12 members present and voting in favor (Amick, Monter, Eriksen, Connelly, McCarty, Snodgrass, O'Neill, Hayes, Bredthauer, Ruge, Reynolds and Haskins) and no one voting against.

The Planning Director's recommendation to the Planning Commission is also attached to this recommendation from the Planning Commission.

### **Alternatives**

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

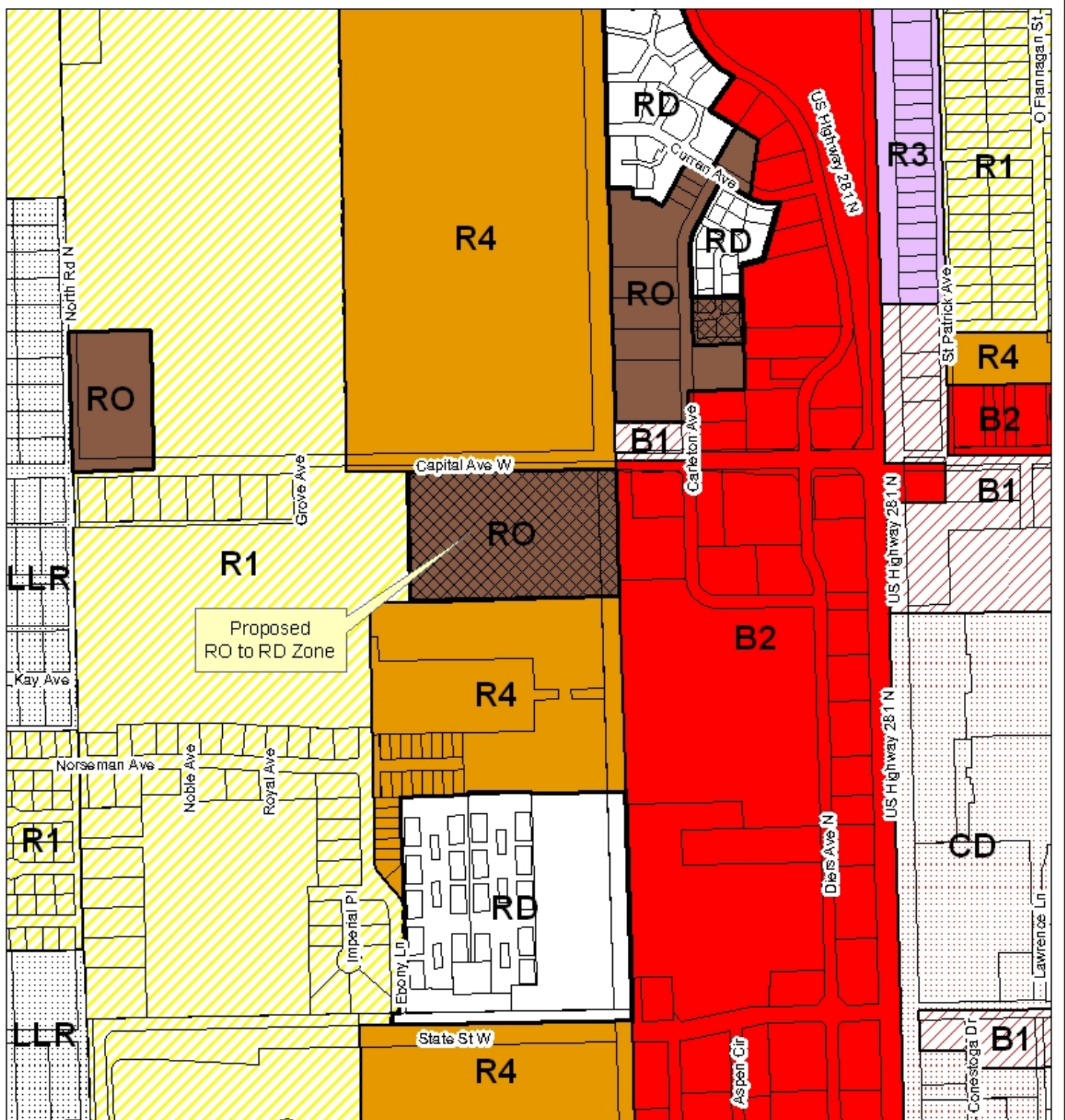
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

### **Recommendation**

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

### **Sample Motion**

Move to approve the rezone request for property platted as 2 Lots of Sterling Estates Second Subdivision.



# Requested Zoning



Scale : NONE

C-24-2012GI

- From RO : Residential Office Zone
- to RD : Residential Development Zone



Grand Island Planning and Zoning Commission



# **City of Grand Island**

**Tuesday, August 28, 2012**

**Council Session**

## **Item E2**

**Public Hearing on Amendment to the Redevelopment Plan Area 6  
Located at 125 North Carey Street**

**Staff Contact: Chad Nabity**

# **Council Agenda Memo**

**From:** Chad Nabity, AICP

**Meeting:** August 28, 2012

**Subject:** Amendment to Redevelopment Plan for CRA Area #6

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

**Presenter(s):** Chad Nabity, AICP CRA Director

## **Background**

In 2007, the Grand Island City Council declared property referred to as CRA Area #6 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation including demolition, landscaping and parking. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

Token Properties LLC, as the developer has submitted a proposed amendment to the redevelopment plan that would provide for site acquisition, clearance and extension of utilities and subsequent construction of two duplexes at 125 and 131 Carey Street in Grand Island, Nebraska.

The CRA reviewed the proposed development plan on July 11, 2012 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on August 1, 2012. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on August 1, 2012. The Planning Commission approved Resolution 2012-07 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island.

## **Discussion**

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #6 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan amendment permits site acquisition, demolition, clearance and extension of utilities and subsequent construction of two duplexes at 125 and 131 Carey Street in Grand Island, Nebraska. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The total tax increment financing allowed for this project may not exceed \$76,812 during this 15 year period.

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve the resolution as submitted.



**Redevelopment Plan Amendment  
Grand Island CRA Area #6  
July 2012**

**The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area #6 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific infrastructure related project in Area #6.**

**Executive Summary:  
Project Description**

THE DEMOLITION OF THE EXISTING SINGLE FAMILY HOUSE AT 125 N CAREY AND THE SUBSEQUENT ACQUISITION, SITE WORK, UTILITY IMPROVEMENTS, ENGINEERING, LANDSCAPING AND PARKING IMPROVEMENTS NECESSARY FOR REBUILDING TWO DUPLEXES AT THIS LOCATION.

The use of Tax Increment Financing to aid in demolition of existing structures along with costs associated with redevelopment of this site with two new duplexes. The use of Tax Increment Finance makes it affordable to provide additional housing in Grand Island at this location at a contract rent that is consistent with the neighborhood. This project would not be possible in an affordable manner without the use of TIF.

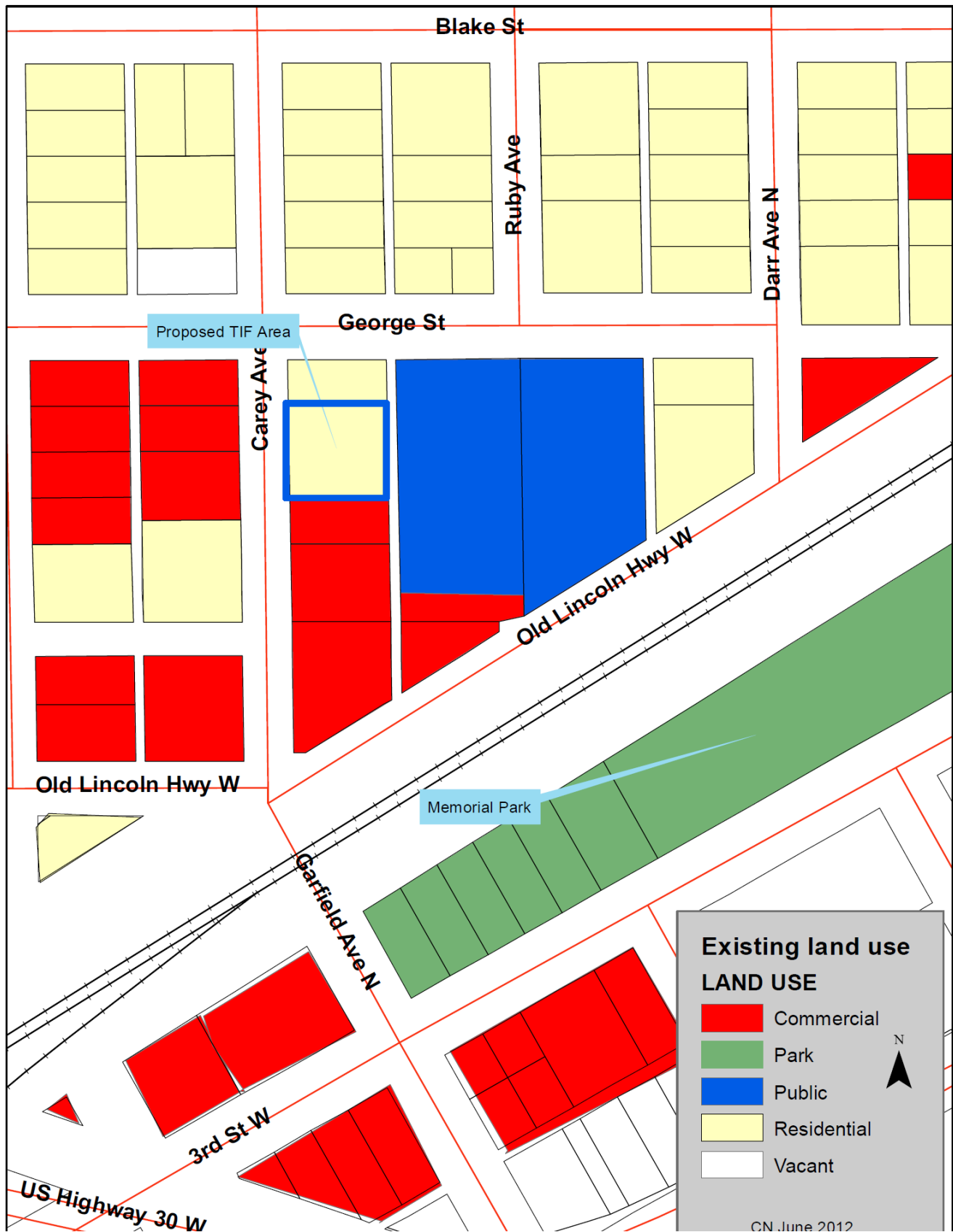
The site is owned by the developer and will be acquired for actual purchase price by a Limited Liability Corporation owned and controlled by the developer. All site work, demolition and utilities will be paid for by the developer. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the acquisition, site work and remodeling. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2013 towards the allowable costs and associated financing for the acquisition and site work.

**TAX INCREMENT FINANCING TO PAY FOR THE ACQUISITION OF THE PROPERTY AND RELATED SITE WORK WILL COME FROM THE FOLLOWING REAL PROPERTY:**

**Property Description (the “Redevelopment Project Area”)**

This property is located at the northeast corner of 125 N Carey in northeast Grand Island. The attached map identifies the subject property and the surrounding land uses:

- **Legal Descriptions** Lots 7 and 8 Block 37 of Packer and Barr’s Second Addition to the City of Grand Island.



**The tax increment will be captured for the tax years the payments for which become delinquent in years 2014 through 2028 inclusive.**

**The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from development of a duplex housing unit at this location.**

**Statutory Pledge of Taxes.**

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Redevelopment Project Area shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2013.

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

**1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on October 9, 2007.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.**

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to acquire the necessary property and provide the necessary site work for the construction of a permitted use on this property.

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

***a. Land Acquisition:***

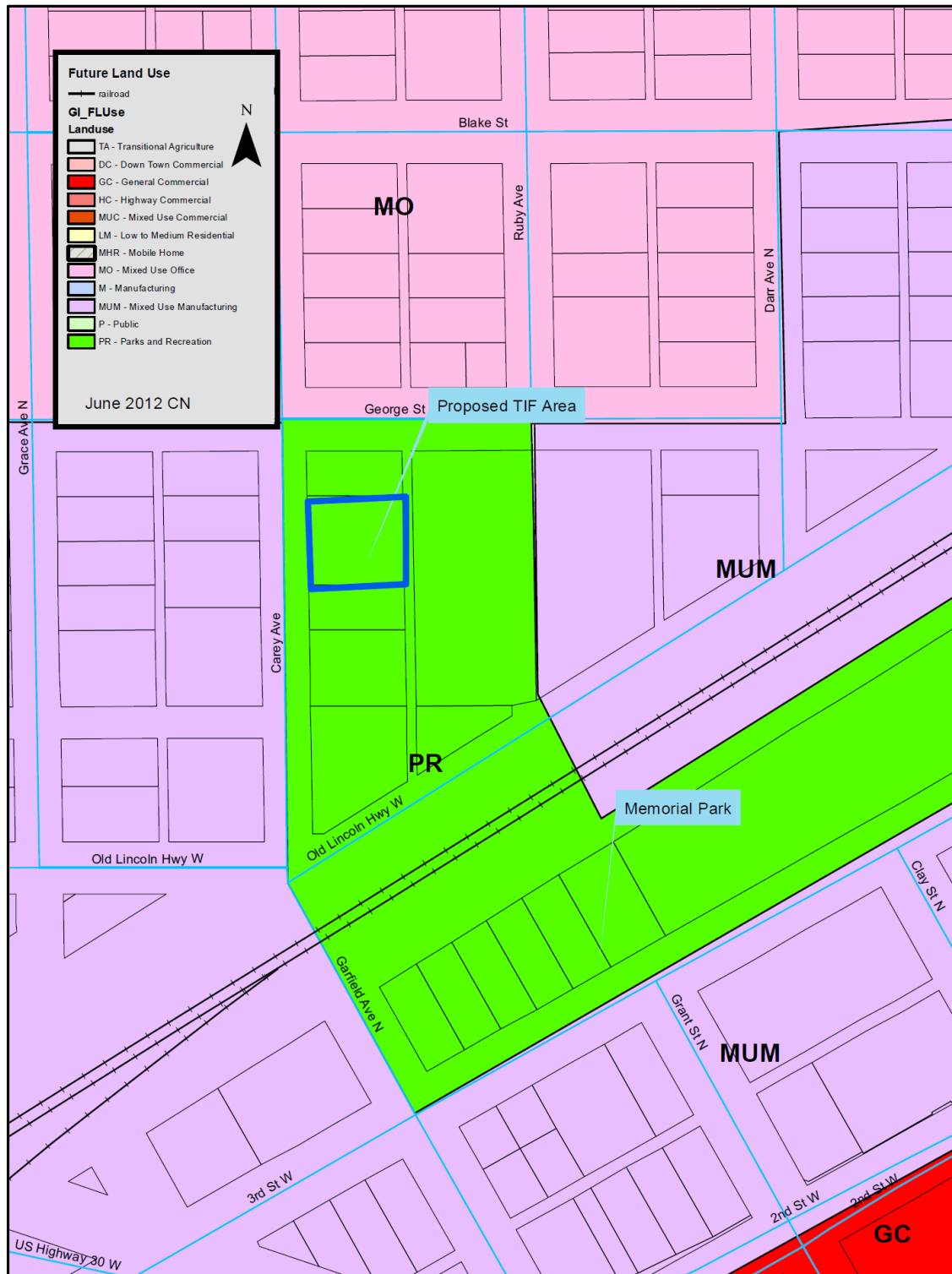
The Redevelopment Plan for Area #6 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority.

***b. Demolition and Removal of Structures:***

The project to be implemented with this plan does for the demolition and removal of an existing substandard housing unit at this location. The structure to be demolished is a vacant substandard residential structure owned by the applicant.

***c. Future Land Use Plan***

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



City of Grand Island Future Land Use Map

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

The area is zoned M3-Mixed Use Manufacturing zone. No zoning changes are anticipated with this project. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

***e. Site Coverage and Intensity of Use***

The developer is proposing remove the existing structures from the property. The M3 zoning district allows 1 dwelling unit per 1000 square feet of property the size of each lot is 6720 square feet; enough to legally accommodate a duplex housing unit on each lot. The property is zoned M3 and could accommodate a building of up to 65% of the property area; allowable coverage would be about 4,368 square feet. The proposed units including the attached garages will cover about 2,400 square feet, well within the allowable coverage. [§18-2103(b) and §18-2111]

***f. Additional Public Facilities or Utilities***

Sewer and water are available to support this development. New water and sewer services may be required for this building.

No other utilities would be impacted by the development.

The developer will be responsible for replacing any sidewalks damaged during construction of the project.

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



**4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This property, owned by the developer is currently vacant, no relocation is contemplated or necessary. [§18-2103.02]**

**5. No member of the Authority, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106]**

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

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

The developer has purchased the property in 2006. The cost of property acquisition \$42,000 is included as a TIF eligible expense. The property will be transferred to Token Properties, LLC for the original purchase price. Costs for demolition, site preparation, landscaping, concrete and contingencies of \$28,662 are included as a TIF eligible expense. Engineering and design fees are estimated at \$1,400 and are included as a TIF eligible expense. Fees and reimbursement to the City and the CRA of \$2750 are included as a TIF eligible expense. Finance, interest and closing costs of \$2000 are included as a TIF eligible expense. The total of eligible expenses for this project is \$76,812.

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$76,812 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2014 through December 2028.

***c. Statement of feasible method of relocating displaced families.***

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

**7. Section 18-2113 of the Act requires:**

Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs,

promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan, in that it will allow for the utilization of and redevelopment of commercial lots. This will not significantly impact traffic on at the Five Points intersection. Renovated commercial development will raise property values and provide a stimulus to keep surrounding properties properly maintained. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions.

#### **8. Time Frame for Development**

Development of this project (including demolition, site preparation and new construction) is anticipated to be completed between October 2012 and September of 2013. Excess valuation should be available for this project for 15 years beginning with the 2014 tax year.

#### **9. Justification of Project**

This is a residential neighborhood characterized by single family dwellings on smaller lots. The existing structure is considered badly worn by the Hall County Assessor and has a number of safety issues that cannot be fixed without the cost of the repairs exceeding the value of the building. The City of Grand Island is in need of additional housing units and this development will remove one very poor housing unit and replace it with 4 brand new units. This is infill development in an area with all city services available. This project does not propose to tear down any buildings with historic value.

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

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

The redevelopment project area currently has an estimated valuation of \$41,244. The proposed demolition and subsequent construction of duplexes at this location will result in an additional \$259,750 of taxable valuation based on an analysis by the Hall County Assessor's office. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

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

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

The proposed facility will provide jobs for persons employed with T.C. Enck Construction. It will have no impact on other firms locating or expanding in the area.

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

This project will not have a negative impact on other employers and will result in additional housing choices for employees within the city.

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

This project will increase the available quality housing in Grand Island by a net of four (4) units. The existing structure is worn out and not acceptable as a housing unit. These types of smaller projects spread throughout the city will have a less drastic impact on neighborhoods and schools than a centralized larger housing project.

This neighborhood has not had a great deal of new development in many years and some newer buildings, especially ones that replace worn out buildings are likely to raise all of the property values.

**Time Frame for Development**

Development of this project is anticipated to be completed during between October 1, 2012 and September 1 of 2013. The base tax year should be calculated on the value of the property as of January 1, 2013. Excess valuation should be available for this project for 15 years beginning in 2013 with taxes due in 2014. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$76,812 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the cost of demolition, site preparation, engineering, expenses and fees reimbursed to the City and CRA, and financing fees the developer will spend at least \$76,812 on TIF eligible activities.

**See Attached Building Plans**



## BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

### Project Redeveloper Information

Business Name: TOKEN Properties, LLC  
Address: 511 Fleetwood Circle Grand Island, NE 68803  
Telephone No.: 308-380-1041  
Fax No.: 308-382-7054  
Contact: Todd Enck

Brief Description of Applicant's Business:       

TOKEN Properties, LLC is a real estate holding company formed by Todd Enck  
Todd Enck is a rental property manager, General Contractor and owner of T.C.  
Enck Builders, Inc.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Present Ownership Proposed Project Site: 125 N Carey St, Grand Island, NE 68803

\_\_\_\_\_

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

(2) Energy Efficient duplexes with attached garages. 980 sq ft each. (4 units total) with landscaped yards and sprinklers installed.

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land \$42,000.00

B. Building \$10,818.00

Demo, Tree Removal, Asbestos

Construction Costs:

A. Renovation or Building Costs: \$310,955.08

B. On-Site Improvements: \$ 15,344.00

Sidewalk, landscaping, sprinklers, sewer taps/water, survey

Soft Costs:

A. Architectural & Engineering Fees: \$ 1,400.00

B. Financing Fees: \$ 2,000.00

Appraisal, closing costs (no interest)

C. Legal/Developer/Audit Fees: \$



D. Contingency Reserves:	\$ 2,500.00
<hr/>	
E. Other (Please Specify)	\$ 2,750.00
<u>TIF financing fees</u>	
TOTAL	\$ 387,767.08

Total Estimated Market Value at Completion:	\$ 150,316.00(ea)
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Source of Financing:

A. Developer Equity:	\$
<hr/>	
B. Commercial Bank Loan:	\$289,000.00
Tax Credits:	
1. N.I.F.A.	\$
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2. Historic Tax Credits	\$
1 <hr/>	
D. Industrial Revenue Bonds:	\$
<hr/>	
E. Tax Increment Assistance:	\$ 76,812.00
F. Other	\$
<hr/>	

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

T.C. Enck Builders, Inc. – General Contractor

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

$(\$300,632 \times .90) \times (.0211) - (\$873.14) = \$4,835.86$     90% of estimated value x  
Expected Annual Mil Levy less Current taxes being paid on real estate

Project Construction Schedule:

Construction Start Date: September 2012

Construction Completion Date: September 2013

If Phased Project:

_____	Year	_____ %
Complete		
_____	Year	_____ %
Complete		

XII. Please Attach Construction Pro Forma

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

### **TAX INCREMENT FINANCING REQUEST INFORMATION**

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

Amount of Incremental Prospective Annual Real Estate Taxes over 2011 Real  
Estate Taxes on the subject property for 15 years will be used to redevelop the  
property.

Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing  
for Proposed Project: TIF is an important component in order for this project  
to bridge the deficit between the actual cost of the project and the income  
producing capability of the real estate. We feel that this project will add value to  
a defined blighted area in the community as well as provide much needed quality  
affordable rental housing.

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

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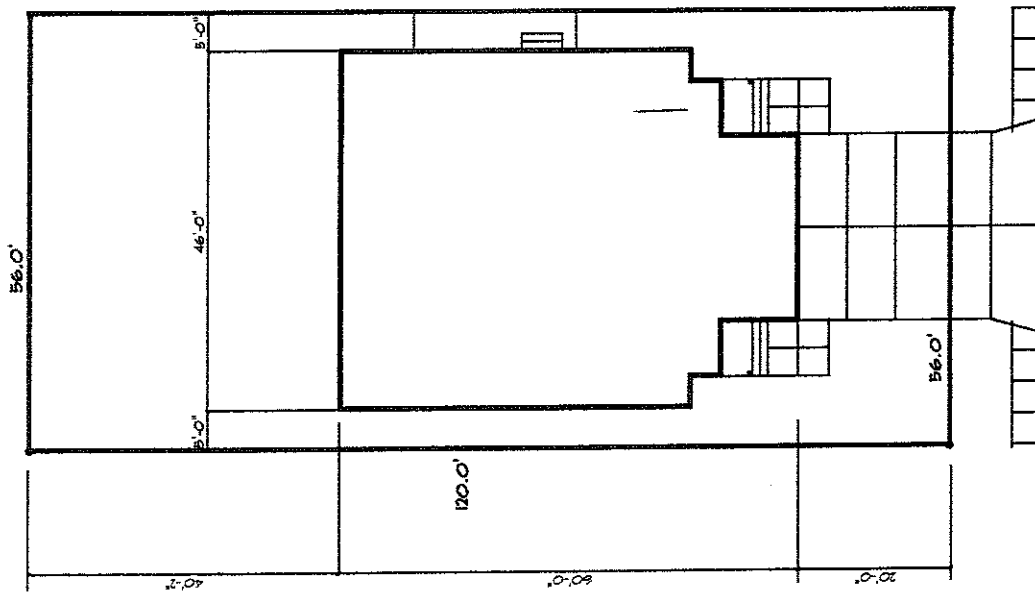
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- IV. Please Attach Applicant's Corporate/Business Annual Financial Statements for  
the Last Three Years.

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

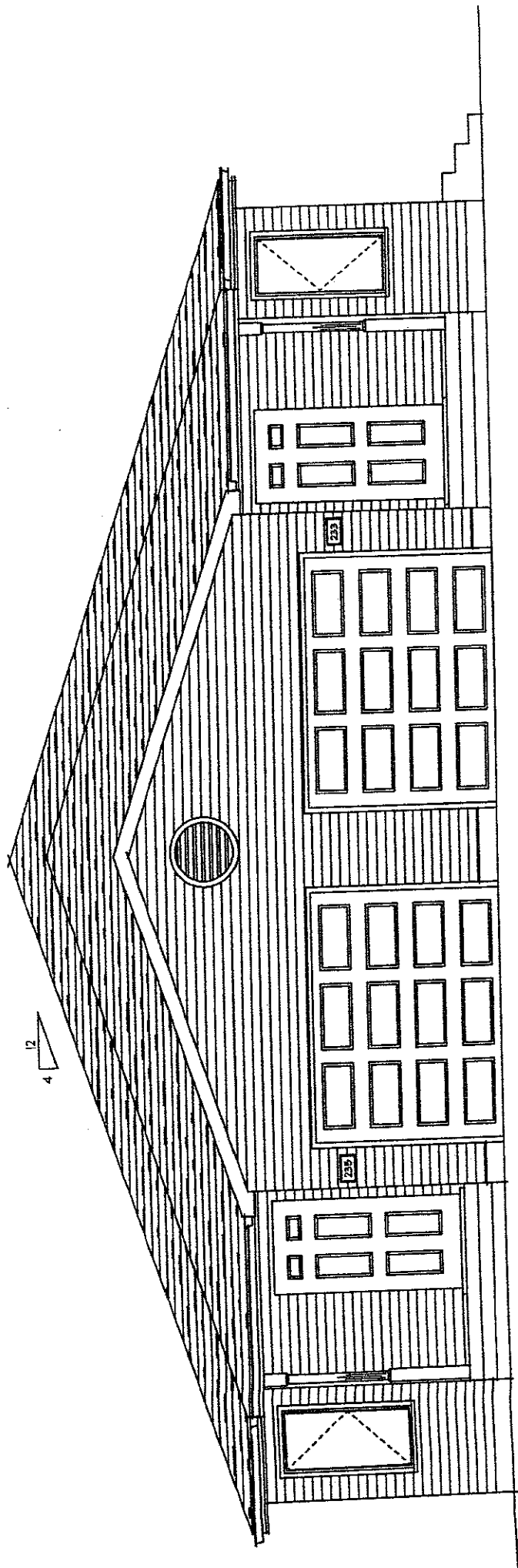
ALLEY



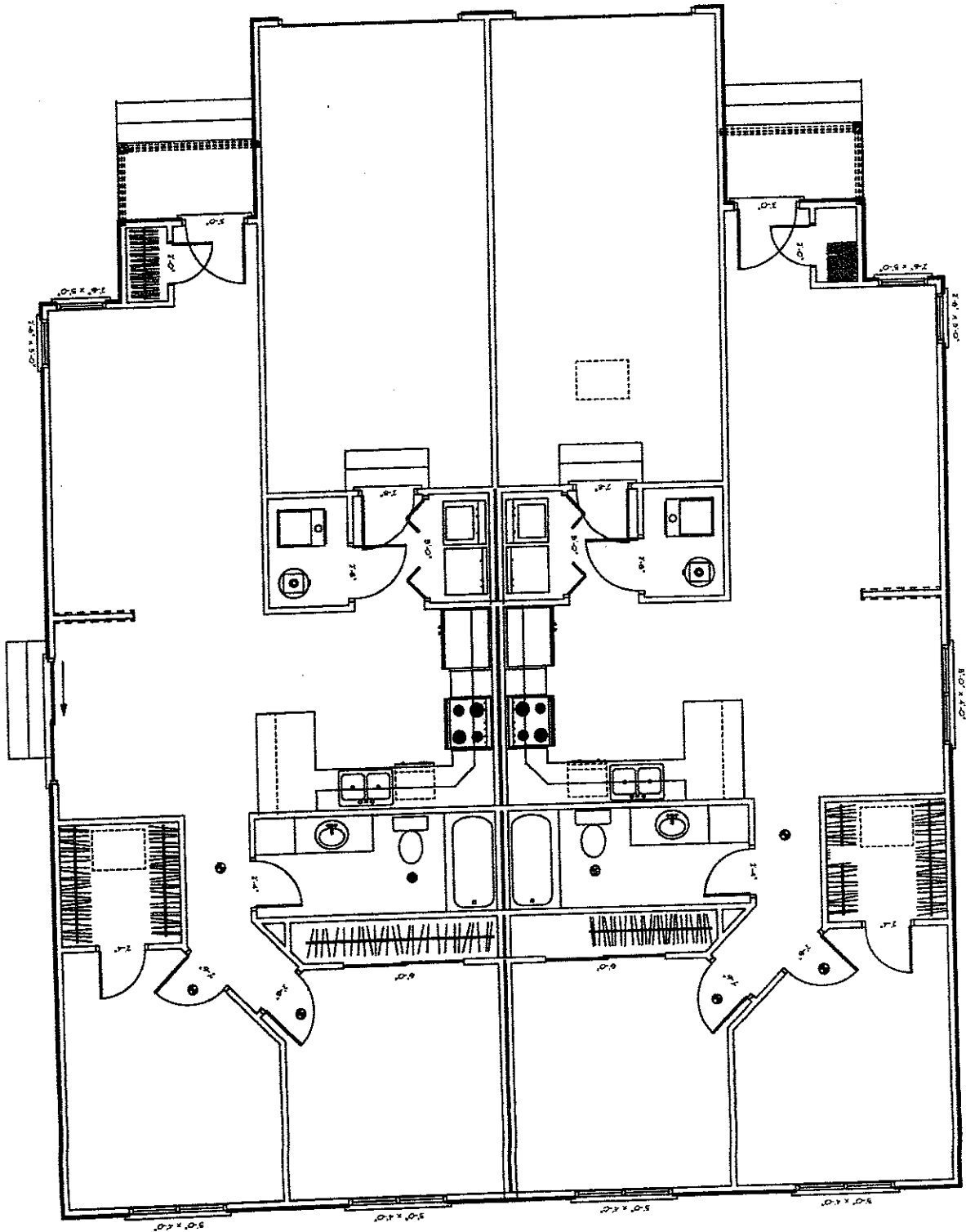
SITE PLAN

1" = 10.0'





# FRONT ELEVATION



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

**RESOLUTION NO. 138**

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

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

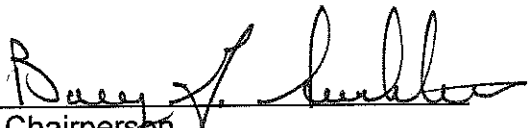
WHEREAS, the Authority is required by Section 18-2112 of the Act to submit said to the planning board having jurisdiction of the area proposed for redevelopment for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Passed and approved this 11<sup>th</sup> day of July, 2012.

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

By   
Chairperson

ATTEST:

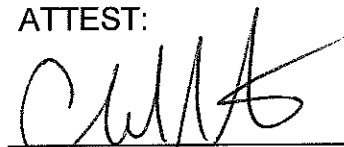
  
Secretary

EXHIBIT 1  
REDEVELOPMENT PLAN AMENDMENT



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

**RESOLUTION NO. 139**

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

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within redevelopment area #6, from Token Properties, LLC, (The "Developer") for redevelopment of an area within the city limits of the City of Grand Island as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within redevelopment area #6;

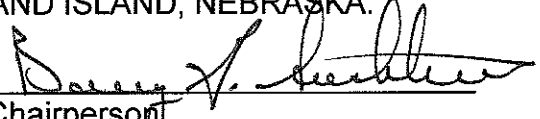
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

**Section 1.** In compliance with section 18-2114 of the Act, the Authority hereby gives the governing body of the City notice that it intends to enter into the Redevelopment Contract, attached as Exhibit 1, with such changes as are deemed appropriate by the Authority, after approval of the redevelopment plan amendment related to the redevelopment project described in the Redevelopment Contract, and after the passage of 30 days from the date hereof.

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

Passed and approved this 11<sup>th</sup> day of July, 2012.

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

By   
Chairperson

ATTEST:

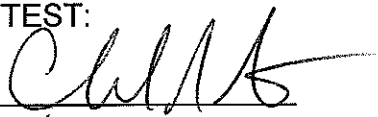
  
Secretary

Exhibit 1

Attach a copy of the Redevelopment Contract

Resolution Number 2012 - 07

HALL COUNTY REGIONAL PLANNING COMMISSION

**A RESOLUTION RECOMMENDING APPROVAL OF A SITE SPECIFIC  
REDEVELOPMENT PLAN OF THE CITY OF GRAND ISLAND, NEBRASKA;  
AND APPROVAL OF RELATED ACTIONS**

**WHEREAS**, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "**Authority**"), referred that certain Redevelopment Plan to the Hall County Regional Planning Commission, (the "**Commission**") a copy of which is attached hereto as Exhibit "A" for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "**Act**"); and

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

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

**Section 1.** The Commission hereby recommends approval of the Redevelopment Plan.

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

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

**DATED:** August 1 2012.

HALL COUNTY REGIONAL PLANNING  
COMMISSION

By:   
Chair

ATTEST:

By: Leslie E. Ruge  
Secretary

## REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2012, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska (**“Authority”**), and Token Properties, LLC, a limited liability company (**“Redeveloper”**).

### WITNESSETH:

**WHEREAS**, the City of Grand Island, Nebraska (the **“City”**), in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 to 18-2154, Reissue Revised Statutes of Nebraska, 2007, as amended (collectively the **“Act”**), has designated an area in the City as blighted and substandard; and

**WHEREAS**, Authority and Redeveloper desire to enter into this Redevelopment Contract for acquisition and redevelopment of a parcel in the blighted and substandard area;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, Authority and Redeveloper do hereby covenant, agree and bind themselves as follows:

### ARTICLE I

#### DEFINITIONS AND INTERPRETATION

##### Section 1.01 Terms Defined in this Redevelopment Contract.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

**“Act”** means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2007, as amended, and acts amendatory thereof and supplemental thereto

**“Authority”** means the Community Redevelopment Authority of the City of Grand Island, Nebraska.

**“City”** means the City of Grand Island, Nebraska.

**“Governing Body”** means the Mayor and City Council of the City.

**“Holder”** means the holders of TIF indebtedness issued by the Authority from time to

time outstanding.

**“Liquidated Damages Amount”** means the amounts to be repaid to Authority by Redeveloper pursuant to Section 6.02 of this Redevelopment Contract.

**“Project”** means the improvements to the Redevelopment Area, as fully described in application of the Redeveloper to the Authority for assistance and the Redevelopment Plan Amendment, related to the application, approved by the Governing Body incorporated herein by reference and, as used herein, shall include the Redevelopment Area real estate.

**“Project Costs”** means only costs or expenses incurred by Redeveloper for the purposes set forth in §18-2103 (a) through (f), inclusive, of the Act as identified on Exhibit C.

**“Redeveloper”** means Token Properties, LLC, a limited liability company.

**“Redevelopment Area”** means that certain real property situated in the City of Grand Island, Hall County, Nebraska, which has been declared blighted and substandard by the City pursuant to the Act, and which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

**“Redevelopment Contract”** means this redevelopment contract between the Authority and Redeveloper with respect to the Project.

**“Redevelopment Plan”** means the Amended Redevelopment Plan for the Redevelopment Area related to the Project, prepared by the Authority and approved by the City pursuant to the Act.

**“Resolution”** means the Resolution of the Authority, as supplemented from time to time, approving this Redevelopment Contract and the issuance of the TIF Indebtedness.

**“TIF Indebtedness”** means the note incurred by the Authority pursuant to Article III hereof and secured in whole or in part by TIF Revenues, as shown on attached Exhibit B.

**“TIF Revenues”** means incremental ad valorem taxes generated by the Project which are allocated to and paid to the Authority pursuant to the Act.

#### Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Contract shall be construed and interpreted in accordance with the following provisions:

- (a) Wherever in this Redevelopment Contract it is provided that any person may do or perform any act or thing the word “may” shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(b) The phrase “at any time” shall be construed as meaning “at any time or from time to time.”

(c) The word “including” shall be construed as meaning “including, but not limited to.”

(d) The words “will” and “shall” shall each be construed as mandatory.

(e) The words “herein,” “hereof,” “hereunder,” “hereinafter” and words of similar import shall refer to the Redevelopment Contract as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(f) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(g) The captions to the sections of this Redevelopment Contract are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

## **ARTICLE II**

### **REPRESENTATIONS**

#### **Section 2.01 Representations by Authority.**

The Authority makes the following representations and findings:

(a) The Authority is a duly organized and validly existing Community Redevelopment Authority under the Act.

(b) The Redevelopment Plan has been duly approved and adopted by the City pursuant to Section 18-2109 through 18-2117 of the Act.

(c) The Authority deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper as specified herein.

(d) The Redevelopment Project will achieve the public purposes of the Act by, among other things, increasing employment, improving public infrastructure, increasing the tax base, and lessening conditions of blight and substandard in the Redevelopment Area.

(e) (1) The Redevelopment Plan is feasible and in conformity with the general plan for the development of the City as a whole and the plan is in conformity with the legislative declarations and determinations set forth in the Act, and

(2) Based on Representations made by the Redeveloper:

(i) the Project would not be economically feasible without the use

of tax-increment financing,

(ii) the Project would not occur in the Redevelopment Area without the use of tax-increment financing, and

(iii) the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the Authority and have been found to be in the long-term best interest of the community impacted by the Project.

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

#### Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper is an individual, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract.

(b) The execution and delivery of the Redevelopment Contract and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Contract or, except as disclosed in writing to the Authority, as in any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Any financial statements of the Redeveloper or its Members delivered to the Authority prior to the date hereof are true and correct in all respects and fairly present the financial condition of the Redeveloper and the Project as of the dates thereof; no materially adverse change has occurred in the financial condition reflected therein since the respective dates thereof; and no additional borrowings have been made by the Redeveloper since the date thereof except in the ordinary course of business, other than the borrowing contemplated hereby or borrowings disclosed to or approved by the Authority.

(e) The Project would not be economically feasible without the use of tax increment financing.

(f) The Project would not occur in the Redevelopment Area without the use of tax-increment financing.

(g) The Redeveloper is an accredited investor as that term is defined for purposes Regulation D, issued pursuant to the Securities Act of 1933, as amended.

(h) The Redeveloper hereby verifies it has been legally obligated to incur the costs set forth on Exhibit C as part of the Project.

### ARTICLE III

#### OBLIGATIONS OF THE AUTHORITY

##### Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act, the Authority hereby provides that any ad valorem tax on the following real property in the Project: to wit: Lot 8 Block 31 of Packer and Barr's Second Addition to the City of Grand Island, Hall County, Nebraska, for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in this section. The effective date of this provision shall be January 1, 2013.

(a) That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

(b) That proportion of the ad valorem tax on real property in the Redevelopment Area in excess of such amount (the "Incremental Ad Valorem Tax"), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Project. When such bonds, loans, notes, advances of money, or indebtedness, including



interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Project shall be paid into the funds of the respective public bodies.

### Section 3.02 Issuance of TIF Indebtedness

Execute and deliver to the Redeveloper, as Purchaser, at closing, the Redevelopment Note in substantially the same form as the copy attached hereto as Exhibit B. The purchase price of the TIF Indebtedness shall be offset against the Grant described in Section 3.04 hereof.

The TIF Indebtedness issued pursuant to the provisions of this contract constitutes a limited obligation of the Authority payable exclusively from that portion of the ad valorem real estate taxes mentioned in subdivision (1) (b) of Section 18-2147, R.R.S. Neb. 2007, as levied, collected and apportioned from year to year with respect to certain real estate located within the "Redevelopment Area" The TIF Indebtedness shall not constitute a general obligation of the Authority and the Authority shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. The TIF Indebtedness shall not constitute an obligation of the State of Nebraska or of the City or the Authority (except for such receipts as have been pledged pursuant to Section 3.03) and neither the State or Nebraska, the Authority nor the City shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged pursuant to Section 3.03). Neither the members of the Authority's governing body nor any person executing the TIF Indebtedness shall be liable personally on the TIF Indebtedness by reason of the issuance thereof. The Authority's obligation to the holder of the TIF Indebtedness shall terminate, in all events no later than 15 years from the effective date set forth in Section 3.01 hereof.

### Section 3.03 Pledge of TIF Revenues.

The Authority hereby pledges 100% of the annual TIF Revenues as security for the TIF Indebtedness.

### Section 3.04 Grant of Proceeds of TIF Indebtedness.

From the proceeds of the TIF indebtedness incurred as described on Exhibit B, the Authority shall grant the following sums to the following entities, to wit: 100% to the Redeveloper for Project Costs.

Notwithstanding the foregoing, the amount of the grant shall not exceed the amount of Project Costs certified pursuant to Section 4.02. The grants shall be paid to the Redeveloper upon certification that the Redeveloper has incurred or is obligated to incur such Project Costs which include supporting documentation requested by Authority from time to time.

### Section 3.05 Creation of Fund.

The Authority will create a special fund to collect and hold the TIF Revenues. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Sections 3.02 above.

## **ARTICLE IV**

### **OBLIGATIONS OF REDEVELOPER**

#### Section 4.01 Construction of Project; Insurance.

(a) Redeveloper will complete the Project and install all infrastructure, improvements, buildings, fixtures, equipment and furnishings necessary to operate the Project. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Authority as to the actual progress of Redeveloper with respect to construction of the Project. Promptly after completion by the Redeveloper of the Project, the Redeveloper shall furnish to the Authority a Certificate of Completion. The certification by the Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Contract with respect to the obligations of Redeveloper and its successors and assigns to construct the Project. As used herein, the term "completion" shall mean substantial completion of the Project.

(b) Any general contractor chosen by the Redeveloper or the Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations and a penal bond as required by the Act. The City, the Authority and the Redeveloper shall be named as additional insured. Any contractor chosen by the Redeveloper or the Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor or the Redeveloper, as the case may be, shall furnish the Authority with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Authority prior written notice in the event of cancellation of or material change in any of any of the policies.

#### Section 4.02 Cost Certification.

Redeveloper shall submit to Authority a certification of Project Costs, on or before the issuance of the TIF Indebtedness which shall contain detail and documentation showing the payment or obligation for payment of Project Costs specified on the attached Exhibit C in an amount at least equal to the grant to Redeveloper pursuant to Section 3.05.

#### Section 4.03 Costs.

Redeveloper shall pay the Authority the following sums on execution of this agreement:

- a. \$1,250 for legal expenses of Authority
- b. \$1,000 for City administrative accounting of incremental tax payments.

Redeveloper understands that the law firm assisting with the issuance of the TIF Indebtedness represents the Authority and not the Redeveloper.

#### Section 4.04 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as any TIF Indebtedness is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

#### Section 4.05 Pay Real Estate Taxes.

Redeveloper intends to create a taxable real property valuation of the Redevelopment Area and Project of Two Hundred Ten Thousand Dollars (\$210,000) no later than January 1, 2014. During the period that any TIF Indebtedness is outstanding, neither the Redeveloper, nor its assigns, will (1) file a protest seeking to obtain a real estate property valuation on the Redevelopment Area of less than Two Hundred Ten Thousand Dollars (\$210,000) after substantial completion or occupancy; (2) convey the Redevelopment Area on structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; nor (3) allow real estate taxes and assessments levied on the Redevelopment Area and Project to become delinquent during the term that any TIF Indebtedness is outstanding.

#### Section 4.07 Assignment or Conveyance.

Any assignment or conveyance of the any portion of the Redevelopment, the Project or any interest therein prior to the termination of the 15 year period commencing on the effective date specified in Section 3.01 hereof Area by the Redeveloper shall be subject to the terms and conditions of this Redevelopment Contract.

#### Section 4.08 Purchase of TIF Indebtedness.

The Redeveloper shall purchase the TIF Indebtedness at 100% of the principal amount thereof upon issuance of such debt. The Authority offset such purchase against the grant provided in Section 3.04 hereof.

#### Section 4.09 Penal Bond.

The Redeveloper shall execute a penal bond for the Project with good and sufficient surety to be approved by the Authority meeting the requirements of Section 18-2151, Reissue Revised Statutes of Nebraska, as amended, on or prior to its execution of this Contract.

#### Section 4.10 Immigration Status.

Redeveloper agrees that any contractor providing services on the Project site will utilize the federal immigration verification system, as defined in Section 4-114, Reissue Revised Statutes of Nebraska, (Supp. 2009), to determine the work eligibility status of new employees physically performing services on the Project.

### **ARTICLE V**

#### **FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES**

##### Section 5.01 Financing.

Redeveloper shall pay all Project Costs and any and all other costs related to the Redevelopment Area and the Project which are in excess of the amounts paid from the proceeds of the TIF Indebtedness granted to Redeveloper. Prior to issuance of the TIF Indebtedness, Redeveloper shall provide Authority with evidence satisfactory to the Authority that private funds have been committed to the Redevelopment Project in amounts sufficient to complete the Redevelopment Project. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project.

### **ARTICLE VI**

#### **DEFAULT, REMEDIES; INDEMNIFICATION**

##### Section 6.01 General Remedies of Authority and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Contract or any of its terms or conditions, by any party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform on in breach of its obligations.

## Section 6.02 Additional Remedies of Authority

### In the event that:

- (a) The Redeveloper, on successor in interest, shall fail to complete the construction of the Project on or before January 1, 2014, or shall abandon construction work for any period of 90 days,
- (b) The Redeveloper, on successor in interest, shall fail to pay real estate taxes or assessments on the Redevelopment Area on any part thereof or payments in lieu of taxes pursuant to Section 4.07 when due; or
- (c) There is, in violation of Section 4.08 of this Redevelopment Contract, and such failure or action by the Redeveloper has not been cured within 30 days following written notice from Authority, then the Redeveloper shall be in default of this Redevelopment Contract.

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Authority would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Section 3.04 of this Redevelopment Contract, less any reductions in the principal amount of the TIF Indebtedness, plus interest on such amounts as provided herein (the **“Liquidated Damages Amount”**). The Liquidated Damages Amount shall be paid by Redeveloper to Authority within 30 days of demand from Authority.

Interest shall accrue on the Liquidated Damages Amount at the rate of one percent (1%) over the prime rate as published and modified in the Wall Street Journal from time to time and interest shall commence from the date that the Authority gives notice to the Redeveloper demanding payment.

Payment of the Liquidated Damages Amount shall not relieve Redeveloper of its obligation to pay real estate taxes or assessments with respect to the Project.

## Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event the Redeveloper fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 6.02), the Redeveloper shall be in default. In such an instance, the Authority may seek to enforce the terms of this Redevelopment Contract or exercise any other remedies that may be provided in this Redevelopment Contract or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right of rescission on termination of this Redevelopment Contract, and shall not be covered by the Liquidated Damages Amount.

#### Section 6.04 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Redevelopment Area for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the forced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other party thereto in writing, and of the cause or causes thereof and requested an extension for the period of the forced delay.

#### Section 6.05 Limitations of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither the City, the Authority, nor their officers, directors, employees, agents nor their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The sole obligation of the Authority under this Redevelopment Contract shall be the issuance of the TIF Indebtedness and granting of a portion of the proceeds thereof to Redeveloper, as specifically set forth in Sections 3.02 and 3.04. The obligation of the City and Authority on any TIF Indebtedness shall be limited solely to the payment of the TIF Revenues on the TIF Indebtedness. Specifically, but without limitation, neither the City nor Authority shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. The Redeveloper releases the City and Authority from, agrees that neither the City or Authority shall be liable for, and agrees to indemnify and hold the City and Authority harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project.

The Redeveloper will indemnify and hold each of the City and Authority and their directors, officers, agents, employees and member of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, including litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about the Project during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, whether on not related to the Project, or resulting from or in any way connected with specified events, including the management of the Project, or in any way related to the enforcement of this

Redevelopment Contract or any other cause pertaining to the Project.

## ARTICLE VII

### MISCELLANEOUS

#### Section 7.01 Notice Recording.

This Redevelopment Contract or a notice memorandum of this Redevelopment Contract shall be recorded with the County Register of Deeds in which the Redevelopment Area is located.

#### Section 7.02 Governing Law.

This Redevelopment Contract shall be governed by the laws of the State of Nebraska, including but not limited to the Act.

#### Section 7.03 Binding Effect; Amendment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Contract shall run with the Redevelopment Area. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound.

#### Section 7.04 Third Party Enforcement.

The provisions of this Redevelopment Contract which obligate the Redeveloper shall inure to the benefit of the holder of the TIF Indebtedness, the Hall County Assessor, the City and the Authority, any of whom may, but are not obligated to enforce the terms of this Redevelopment Contract in a court of law.

IN WITNESS WHEREOF, Authority and Redeveloper have signed this Redevelopment Contract as of the date and year first above written.

ATTEST:

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
GRAND ISLAND, NEBRASKA

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman

Token Properties, LLC

\_\_\_\_\_  
Managing Member

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_, Chair and Secretary, respectively, of the  
Community Redevelopment Authority of the City of Grand Island, Nebraska, on behalf of the  
Authority.

\_\_\_\_\_  
Notary Public



STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_, Managing Member of Token Properties, LLC, on behalf of  
the company.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

### DESCRIPTION OF REDEVELOPMENT AREA

Lots 7 and 8 Block 37 of Packer and Barr's Second Addition to the City of Grand Island, Hall County, Nebraska.

A-I

## EXHIBIT B

### FORM OF TIF INDEBTEDNESS

#### Exhibit B

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (1933 ACT) AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT HERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND (THE AUTHORITY) PRIOR TO SUCH TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION, AN OPINION OF COUNSEL, SATISFACTORY TO THE AUTHORITY TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
COUNTY OF HALL

TAX INCREMENT REVENUE NOTE OF THE COMMUNITY  
AUTHORITY OF THE CITY  
OF GRAND ISLAND, NEBRASKA  
(TOKEN PROPERTIES, LLC (TODD ENCK) PROJECT)

Principal Amount  
\$76,812

Interest Rate Per Annum  
0.00%

Final Maturity Date  
December 31, 2027

KNOW ALL PERSONS BY THESE PRESENTS: That the Community Redevelopment Authority of the City of Grand Island, Nebraska, hereby acknowledges itself to owe and for value received promises to pay, but only from the sources herein designated, to Token Properties, LLC, or order, the principal sum shown above in lawful money of the United States of America with such principal sum to become due on the maturity date set forth above, with interest at the rate of zero percent [0.00%] per annum on the unpaid balance. This Note is due and payable in full on December 31, 2027. This Note shall also be subject to mandatory partial redemption, without notice, on each June 1 and December 1, ("Payment Date") beginning June 1, 2013, from all funds available in the Debt Service Fund established by the Grand Island City Treasurer for the tax increment revenues pledged to payment of this Note, rounded down to the nearest one hundred dollars (which funds are referred to in this Note as "Available Funds"). Available Funds shall be applied to the prepayment of principal on each payment date and shall be remitted to the registered owner of the Note. The payment of principal due upon the final

maturity is payable upon presentation and surrender of this Note to the Treasurer of said Authority, as Paying Agent and Registrar for said Authority, at the offices of the Community Redevelopment Authority of the City of Grand Island at City Hall, in Grand Island, Nebraska. The payments of mandatory partial redemption of principal on each payment date (other than at final payment) will be paid when due by a check or draft mailed by said Paying Agent and Registrar to the registered owner of this Note, as shown on the books or record maintained by the Paying Agent and Registrar, at the close of business on the last business day of the calendar month immediately preceding the calendar month in which the payment date occurs, to such owner's address as shown on such books and records.

The Authority, however, reserves the right and option of prepaying principal of this Note, in whole or in part, from any available sources at any time at the principal amount thereof. Notice of any such optional prepayment shall be given by mail, sent to the registered owner of this Note at said registered owner's address. The principal of this Note shall be subject to mandatory redemptions made in part on any payment date, as set forth in this Note, from available funds without any requirement for notice.

This Note is the single Note in the total principal amount of Seventy Six Thousand Eight Hundred Twelve and no one hundredths Dollars (\$76,812.00) issued by the Authority for the purpose of paying the costs of redevelopment of certain real estate located in the City of Grand Island, as designated in that redevelopment plan amendment recommended by the Authority and approved by the City Council of the City of Grand Island, Nebraska, (the "Plan"), all in compliance with Article 21 of Chapter 18, Reissue Revised Statutes of Nebraska, 2007, as amended, and has been duly authorized by resolution passed and approved by the governing body of the Authority (the "Resolution").

This Note constitutes a limited obligation of the Authority payable exclusively from that portion of the ad valorem real estate taxes mentioned in subdivision (1) of Section 18-2147, R.R.S. Neb. 2007, as levied, collected and apportioned from year to year with respect to certain real estate located within the "Project" (as defined in the Redevelopment Contract). Pursuant to Section 18-2150, R.R.S. Neb. 2007, said portion of taxes has been pledged for the payment of this Note, as the same become subject to mandatory redemption. This Note shall not constitute a general obligation of the Authority and the Authority shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. This Note shall not constitute an obligation of the State of Nebraska or of the City or Grand Island (except for such receipts as have been pledged pursuant to Section 18-2150 R.R.S. Neb. 2007) and neither the State or Nebraska nor the City of Grand Island shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged pursuant to Section 18-2150 R.R.S. Neb. 2007). Neither the members of the Authority's governing body nor any person executing this Note shall be liable personally on this Note by reason of the issuance hereof.

This Note is transferable by the registered owner or such owner's attorney duly authorized in writing at the office of the Paying Agent and Registrar upon surrender of this Note for notation of transfer as provided on the reverse hereof and subject to the conditions provided for established by the Authority. The Authority, the Paying Agent and Registrar and any other person may treat the person whose name this Note is registered as the absolute owner hereof for the purposes of receiving payment due hereunder and for all purposes and shall not be affected by any notice to the contrary, whether this Note be overdue or not.

THIS NOTE MAY ONLY BE TRANSFERRED TO PERSONS OR ENTITIES DELIVERING AN INVESTMENT LETTER TO THE PAYING AGENT AND REGISTRAR CONFORMING TO REQUIREMENTS ESTABLISHED BY THE AUTHORITY.

If the day for payment of the principal of this Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of Grand Island, Nebraska, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

THE PRINCIPAL AND INTEREST DUE ON THIS NOTE SHALL BE REDUCED TO ZERO AFTER ALL AVAILABLE FUNDS PLEDGED TO THIS NOTE HAVE BEEN PAID TO THE HOLDER HEREOF REGARDLESS OF WHETHER SUCH PAYMENTS ARE SUFFICIENT TO AMORTIZE THE ORIGINAL PRINCIPAL AND INTEREST HEREON. "AVAILABLE FUNDS" IN THIS REGARD SHALL MEAN ALL INCREMENTAL AD VALOREM TAXES RELATED TO THE PROJECT WHICH BECOME DELINQUENT PRIOR TO JANUARY 1, 2027.

IN WITNESS WHEREOF, the Chair and Secretary of the Community Redevelopment Authority of the City of Grand Island have caused this Note to be executed on behalf of said Authority by being signed by the Chair and Secretary and by causing the official seal of said Authority to be affixed hereto, all as of the date of issue shown above.

Delivered this \_\_\_\_th day of \_\_\_\_\_, 2012.

(SEAL)

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
GRAND ISLAND, NEBRASKA

:

By: \_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Secretary

PROVISION FOR REGISTRATION

The ownership of this Note shall be registered as to both principal and interest on the books and records of the Community Redevelopment Authority of the City of Grand Island, Nebraska, kept by the Paying Agent and Registrar identified in the foregoing Note, who shall make notation of such registration in the registration blank below, and the transfer of this Note may thereafter be registered only upon an assignment duly executed by the registered owner or such owner's attorney or legal representative, in such form as shall be satisfactory to said Paying Agent and Registrar, such registration of transfer to be made on such books and endorsed hereon by said Paying Agent and Registrar

Date of Registration	Name of Registered Owner	Signature of Paying Agent and Registrar
_____, 2012	Token Properties, LLC	

## EXHIBIT C

### PROJECT COSTS

All Project Costs payable from the proceeds of TIF indebtedness pursuant to the Act including:

1. Acquisition	\$42,000
2. Demolition site preparation and concrete	\$ 28,662
3. Finance & Closing	\$ 2,000
4. Architectural	\$ 1,400
5. Authority costs	<u>\$ 2,750</u>
TOTAL	\$76,812



# **City of Grand Island**

**Tuesday, August 28, 2012**

**Council Session**

## **Item E3**

**Public Hearing on Amendment to the Redevelopment Plan Area 9  
Located at 2300 North Webb Road**

**Staff Contact: Chad Nabity**



# **Council Agenda Memo**

**From:** Chad Nabity, AICP

**Meeting:** August 28, 2012

**Subject:** Amendment to Redevelopment Plan for CRA Area #6

**Item #'s:** E-3 & I-3

**Presenter(s):** Chad Nabity, AICP CRA Director

## **Background**

In 2007, the Grand Island City Council declared property referred to as CRA Area #6 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation including demolition, landscaping and parking. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

Token Properties LLC, as the developer has submitted a proposed amendment to the redevelopment plan that would provide for site acquisition, clearance and extension of utilities and subsequent construction of two duplexes at 125 and 131 Carey Street in Grand Island, Nebraska.

The CRA reviewed the proposed development plan on July 11, 2012 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on August 1, 2012. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on August 1, 2012. The Planning Commission approved Resolution 2012-07 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island.

## **Discussion**

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #6 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan amendment permits site acquisition, demolition, clearance and extension of utilities and subsequent construction of two duplexes at 125 and 131 Carey Street in Grand Island, Nebraska. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The total tax increment financing allowed for this project may not exceed \$76,812 during this 15 year period.

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve the resolution as submitted.

**Site Specific Redevelopment Plan  
Grand Island CRA Area #9  
July 2012**

**The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area #9 with in the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific infrastructure related project in Area #9.**

**Executive Summary:  
Project Description**

THE RENOVATION OF 89,438 SQUARE FEET OF RETAIL SPACE AT THE FORMER GORDMANS STORE ON THE CORNER OF U.S. HIGHWAY 281 AND CAPITAL AVENUE AT 2300 N WEBB RD AND 2408 PLAZA DRIVE LOCATED ON LOTS 1 AND 2 OF GRAND ISLAND PLAZA SECOND SUBDIVISION AND THE SUBSEQUENT SITE WORK, UTILITY, ENGINEERING, LANDSCAPING AND PARKING IMPROVEMENTS NECESSARY FOR THE RENOVATION AT THIS LOCATION.

The developer intends to use Tax Increment Financing to aid in renovate the existing tenant spaces and update and improve the façade of the building on the north, east and west sides of the building as well as improving access to the property from Capital Avenue, renovating the existing parking and adding more parking. This project would not be possible in an affordable manner without the use of TIF.

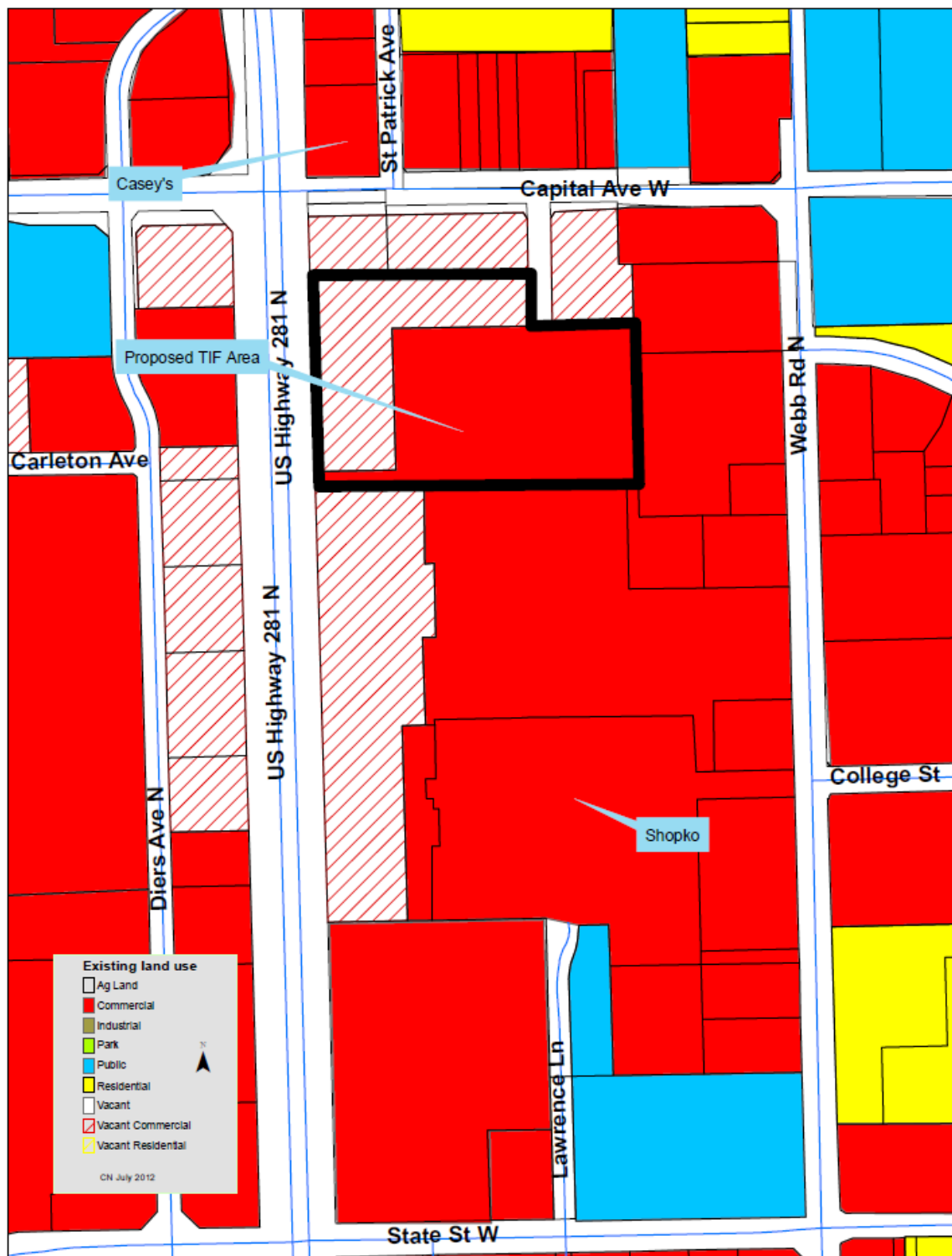
The site is owned by the developer. All site work, demolition and utilities will be paid for by the developer. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the acquisition, site work and remodeling. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2013 towards the allowable costs and associated financing for the remodeling and site work.

**TAX INCREMENT FINANCING TO PAY FOR THE ACQUISITION OF THE PROPERTY AND RELATED SITE WORK WILL COME FROM THE FOLLOWING REAL PROPERTY:**

**Property Description (the “Redevelopment Project Area”)**

This property is located at the northwest corner of U.S. Highway 281 and State Street in northwest Grand Island. The attached map identifies the subject property and the surrounding land uses:

- **Legal Descriptions** Lots 1 and 2 of Grand Island Plaza Second Subdivision in the City of Grand Island, Hall County, Nebraska.



**Grand Island Existing Land Use July 2012**

**The tax increment will be captured for the tax years the payments for which become delinquent in years 2014 through 2028 inclusive.**

**The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from rehabilitation of the vacant commercial space into smaller tenant spaces.**

**Statutory Pledge of Taxes.**

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Redevelopment Project Area shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2013.

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

**1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on April 24, 2012. [§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.**

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to rehabilitate an existing conforming use on this property.

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

***a. Land Acquisition:***

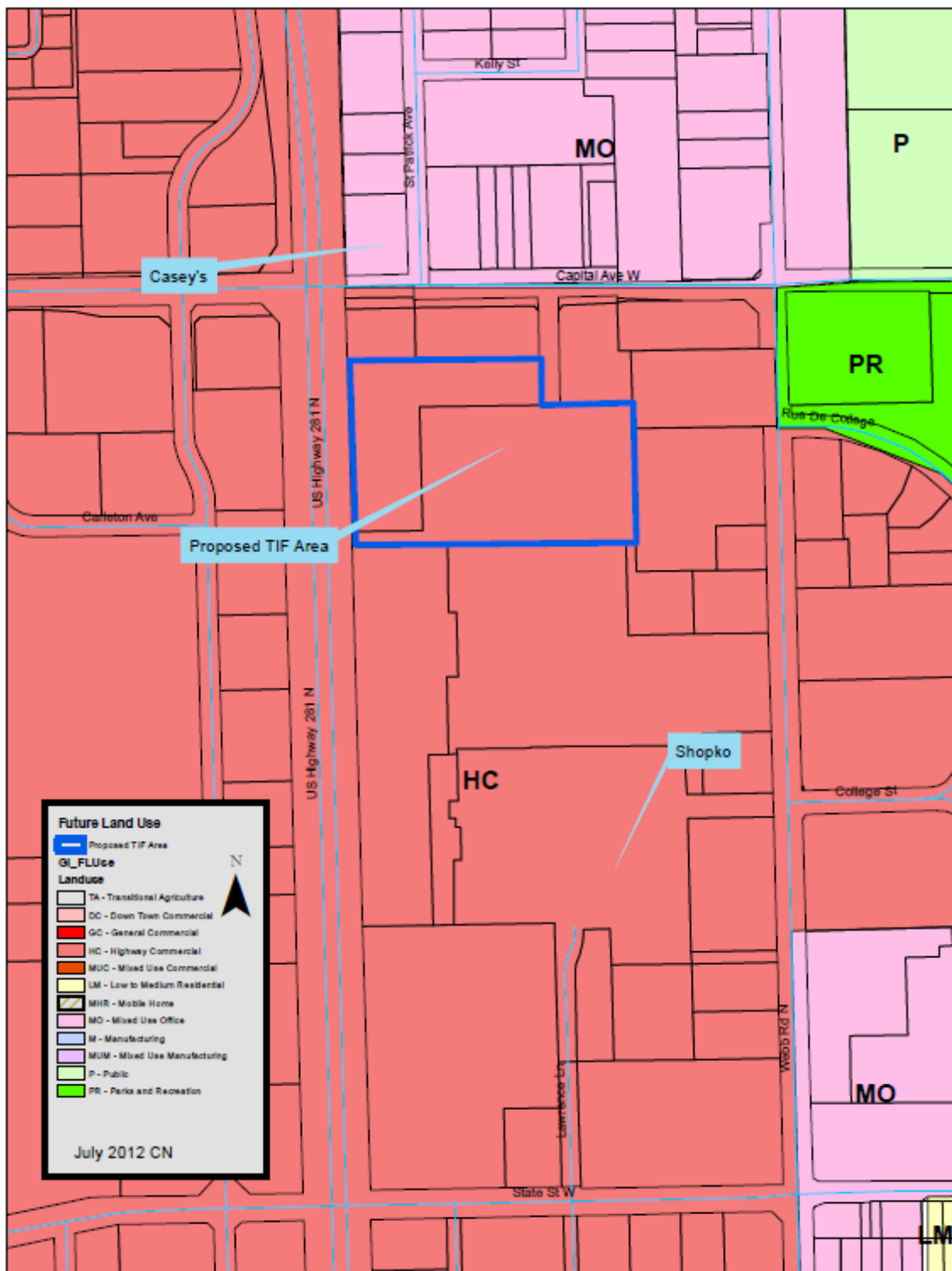
The Generalized Redevelopment Plan for Area #9 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority or the developer.

***b. Demolition and Removal of Structures:***

The project to be implemented with this plan amendment does not call for the demolition and removal of any existing structures.

***c. Future Land Use Plan***

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



City of Grand Island Future Land Use Map

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

The area is zoned B1 Light Business zone. No zoning changes are anticipated with this project. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. The proposed use for commercial retail space is permitted in the B1 zoning district. [§18-2103(b) and §18-2111]

***e. Site Coverage and Intensity of Use***

The developer is proposing rehabilitate the existing structure a conforming structure and use in the B1 zoning district. [§18-2103(b) and §18-2111]

***f. Additional Public Facilities or Utilities***

This site has full service to municipal utilities. No utilities would be impacted by the development.

The developer will be responsible for replacing any sidewalks damaged during construction of the project.

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

**4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation.**

This property, owned by the developer is maintained as retail center. The proposed use of this property would continue as a retail commercial space. No individuals or families will be relocated as a result of this project.[§18-2103.02]

**5. No member of the Authority, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106]**

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

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

The developer has owned the property for since 19??. The cost of property acquisition is not being included as a TIF eligible expense. Costs for rehabilitation of the existing structure and parking improvements are estimated at \$4,041,744 including all fees. The direct cost to renovate the building is estimated at \$2,609,744. Fees and reimbursement



to the City and the CRA of \$6,500, the cost of the original blight study and generalized redevelopment plan of \$6,000 are included as a TIF eligible expense.

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$1,072,785 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2014 through December 31, 2027.

***c. Statement of feasible method of relocating displaced families.***

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

**7. Section 18-2113 of the Act requires:**

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

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan, in that it will allow for the utilization of and redevelopment of commercial lots. This will not significantly impact traffic on at the intersection of State Street and U.S. Highway 281. Renovated commercial development will raise property values and provide a stimulus to keep surrounding properties properly maintained. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions.

## **8. Time Frame for Development**

Development of this project (including demolition, site preparation and new construction) is anticipated to be completed between September 2012 and April of 2013. Excess valuation should be available for this project for 15 years beginning with the 2013 tax year.

## **9. Justification of Project**

The U.S. Highway 281 Corridor is a major entrance for the City of Grand Island from the north and from I-80. The majority of the new commercial development in Grand Island in the past 10 years has occurred along this stretch of highway. The Grand Island Mall area was one of the first pieces in this corridor to develop. The pattern that has been most successful with buildings facing onto U.S. 281 was not as obvious a pattern for success as it is today. The opportunity to partner with owners of key building along this corridor as they redevelop and reinvest in their properties is important to making those favorable first impressions. This property in particular at the corner of the largest intersection in the City has a unique opportunity to set the tone for a visitor's entire experience in Grand Island.

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

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

The redevelopment project area currently has an estimated valuation of \$2,187,305. The proposed renovation of this facility will result in an estimated additional \$3,262,365 of taxable valuation based on an analysis by the Hall County Assessor's office. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

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

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

The proposed facility will provide jobs for persons employed by the contractors that will be involved with the project. It could result in a new local and/or national retailers

locating in Grand Island. The new retail facilities will employ managerial and sales staff at these locations.

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

This may create additional demand for retail service employees in the Grand Island area and could impact other retailers.

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

This will improve the northern entrance into the City of Grand Island. The updates and upgrades a portion of one of the oldest commercial areas along U.S. Highway 281. Since these are proposed for retail commercial use this may give the City a greater opportunity to capture more sales tax dollars.

### **Time Frame for Development**

Development of this project is anticipated to be completed during between September 2012 and April of 2013. The base tax year should be calculated on the value of the property as of January 1, 2012. The tax increment on excess valuation should be available for this project for 15 years beginning in 2014. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$1,072,785 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the cost of renovation, site preparation, engineering, expenses and fees reimbursed to the City and CRA, and financing fees the developer will spend over \$4,000,000 on TIF eligible activities over \$2,600,000 of which are directly related to remodeling and rehabilitating the existing building.

### **See Attached Building Plans**

## **BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST**

### **Project Redeveloper Information**

Business Name: Gordman Grand Island, LLC

Address: 444 Regency Parkway Drive, Suite 202, Omaha, NE 68114

Telephone No.: (402) 391-4220

Fax No.: (402) 391-4229

Contact: Jerry Gordman

Brief Description of Applicant's Business: Ownership and rental of retail real estate properties located at 2300 North Webb Road in Grand Island, Nebraska.

Present Ownership Proposed Project Site: Gordman Grand Island, LLC

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

The primary project site is a multi-tenant retail outlet approximately 84,398 square feet in size located at 2300 North Webb Road. Renovations will include building and facade renovations as well as a new roof using brick, wood, tile and stucco. Additional infrastructure improvements will consist of a new access road and parking facility, the resurfacing of existing parking areas as necessary, and the accompanying work on storm drainage etc. The project is geared towards reorientation of building access to the west side of the property (See site plan Exhibit A)

If Property is to be Subdivided, Show Division Planned: N/A

VI. Estimated Project Costs:

Acquisition Costs:

A. Land	\$ N/A
B. Building	\$ N/A

Construction Costs:

A. Renovation or Building Costs:	\$ 2,609,744
B. On-Site Improvements:	\$ 1,100,000

Soft Costs:

A. Architectural & Engineering Fees:	\$ 277,000
B. Financing Fees:	\$ 30,000
C. Legal/Developer/Audit Fees:	\$ 12,500
D. Contingency Reserves:	\$
E. Other (Please Specify) – Blight Study	\$ 6,000
CRA Fees	\$ 6,500
TOTAL	\$ 4,041,744

Total Estimated Market Value at Completion: \$ 5,449,670

Source of Financing:

A. Developer Equity:	\$
B. Commercial Bank Loan:	\$ 2,968,959
Tax Credits:	
1. N.I.F.A.	\$ _____
2. Historic Tax Credits	\$ _____
D. Industrial Revenue Bonds:	\$ _____
E. Tax Increment Assistance:	\$ 1,072,785
F. Other	\$ _____

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

Architect: Mark Sanford Group, LLC  
1306 N 162<sup>nd</sup> Street  
Omaha, NE 68118-2475  
(402) 598-0442

Engineer: Olsson Associates  
201 East 2<sup>nd</sup> Street  
Grand Island, NE 68106  
(308) 384-8750

General Contractor: TBD

Estimated Real Estate Taxes on Project Site Upon Completion of Project:

(Please Show Calculations)

\$71,519 (See Exhibit B for detailed calculation)

Project Construction Schedule:

Construction Start Date: Upon TIF application acceptance

Construction Completion Date: 180 days after acceptance

If Phased Project:

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

XII. Please Attach Construction Pro Forma (see Exhibit C)

XIII. Please Attach Annual Income & Expense Pro Forma (see Exhibit D)

(With Appropriate Schedules)

## **TAX INCREMENT FINANCING REQUEST INFORMATION**

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

\$1,072,785 of tax increment financing (based on a 0% lending rate) is being requested to assist in the construction and renovation of retail space located at 2300 North Webb Road in Grand Island, Nebraska. The project includes the temporary relocation of current lessees to allow for the improvements (including facade remodeling and a new roof) and the reorientation of the existing tenant spaces to face west towards Highway 281 for increased visibility. Improvements to the project site will also include the extension of a "stub" access road off of Capital Avenue, the creation of a new parking facility, and the resurfacing of the existing parking area where warranted. The TIF funds will enable project completion resulting in vast improvements to the condition of the current location and making the space more economically viable for existing lessees and attractive to potential new retail tenants. The opportunity for the introduction of additional money and investment into the community will benefit the local economy and markets accordingly.

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

The proposed renovations will result in a complete upgrade of the building intended to modernize the existing retail space and make for more accessible and visible storefronts. During the construction phase, tenant space will be utilized to facilitate tenant transition needs, including special accommodations in the relocation of existing tenants and making the structure more viable to potential new occupants. Tax increment financing is an integral and essential component to project completion which is contingent upon receipt of the expected \$1,072,785 of tax increment assistance. Feasibility is dependent on TIF funds that will enable the creation of adequate economics in leasing the property at a competitive rate in the specified area.

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

See Exhibit E

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### **IV. Please Attach Applicant's Corporate/Business Annual Financial Statements for the Last Three Years.**

See Exhibit F

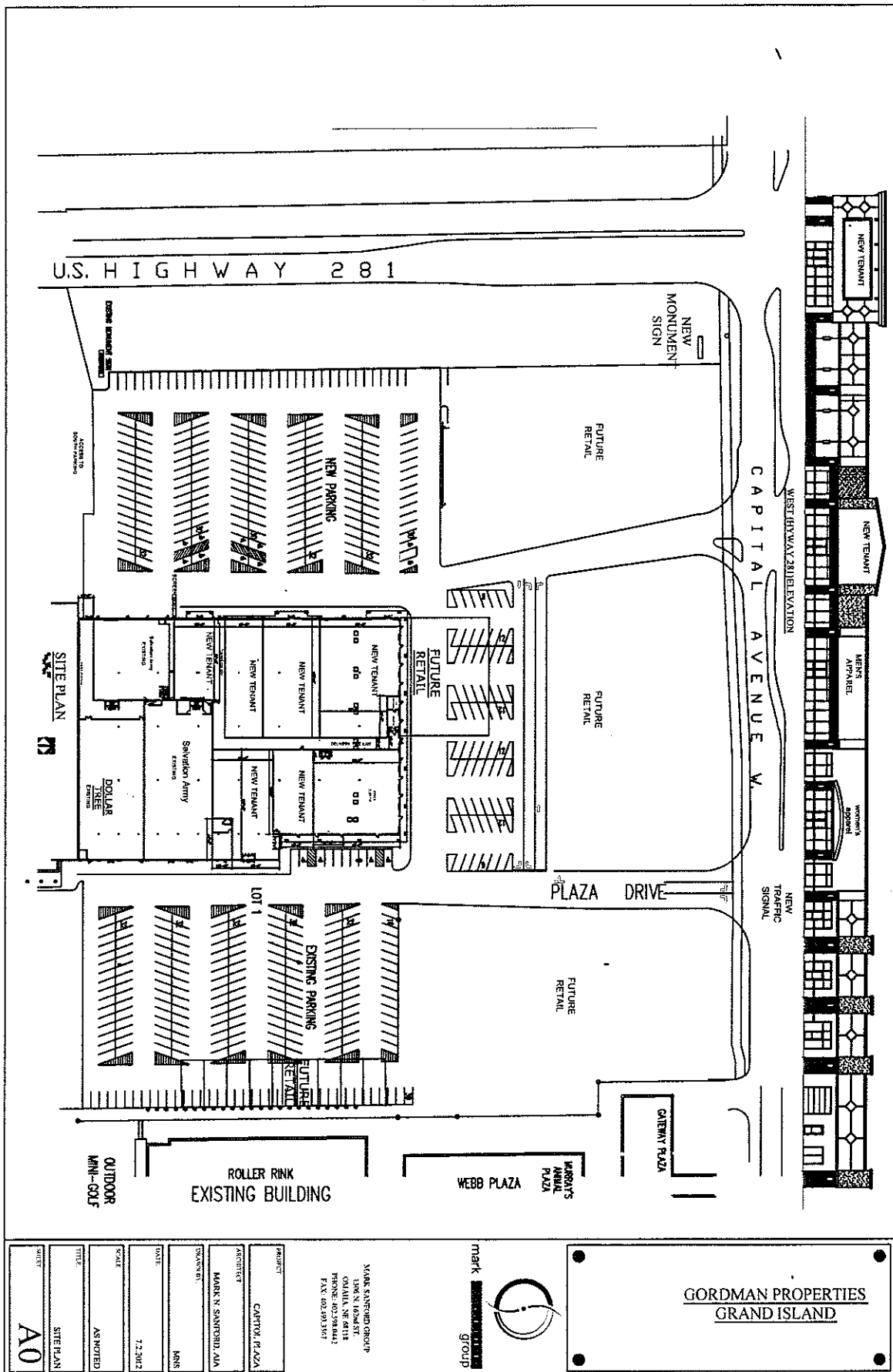
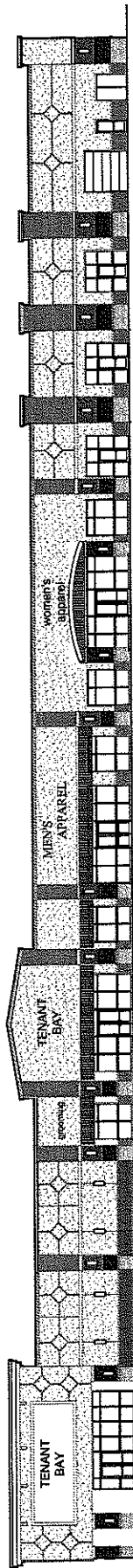


Exhibit A





WEST (HYWAY 281) ELEVATION

GORDMAN PROPERTIES  
CAPITOL PLAZA  
GRAND ISLAND



mark **SANFORD** group  
MARK SANFORD GROUP  
1306 N. 162nd ST.  
OMAHA, NE 68118  
PHONE: 402.598.0442

**Exhibit A**

**Gordman Grand Island, LLC  
Tax Increment Financing Request  
Estimated Real Estate Taxes on Project Site Upon Completion of Project**

**Existing Assessed Value and Real Estate Tax on Project Site**

<u>Parcel Number</u>	<u>Assessed Value (2011)</u>			<u>Taxes</u>
	<u>Improvements</u>	<u>Land</u>	<u>Total</u>	
400149826	1,300,904	765,045	2,065,949	45,290.60
400389444	-	121,356	121,356	2,660.54
	1,300,904	886,401	2,187,305	47,951.14

**Estimated Real Estate Taxes on Project Site Upon Completion of Project**

2011 taxes assessed on site prior to project commencement	47,951
Divided by base assessed value	<u>2,187,305</u>
Estimated tax rate	2.192241%
Base assessed value	2,187,305
Projected increase in taxable value	<u>3,262,365</u>
Proposed assessed value	<u>5,449,670</u>
Estimated annual real estate tax after project completion	119,470
Less existing annual real estate tax	<u>(47,951)</u>
Estimated increase in annual real estate tax	71,519

**Exhibit B**

Mark Sanford Group  
Construction costs projections  
6.19.12

CAPITAL PLAZA GRAND ISLAND Main Bldg

<u>MAIN BLDG REMODEL</u>	SF	COST/SF	TOTAL
TENANT #1	1,000	45	45,000
TENANT #2	3,851	30	115,530
TENANT #3	5,539	30	166,170
TENANT #4	10,335	45	465,075
TENANT #5	7,644	46	351,624
TENANT #6	5,262	30	157,860
TENANT #7	4,202	30	126,060
TENANT #8	3,059	15	45,885
TENANT #9	5,987	30	179,610
DELIVERY/FIRE CORRIDOR	3,902	15	58,530
	50,781		
SITE IMPROVEMENTS	LUMP SUM		1,100,000
STORM DRAINAGE, WATER, ETC.			
New Roof			108,000
Façade Remodel			
WEST	8,808	50	440,400
NORTH	6,000	25	150,000
EAST	8,000	25	200,000
	22,808		
TOTAL	73,589		3,709,744
SOFT COSTS:			
Architectural			147,000
Civil, Structural, Mechanical, Electrical			130,000
			277,000
PROJECT TOTAL			3,986,744

## Exhibit C

**Exhibit D**  
**Annual Income & Expense Pro Forma**

**GORDMAN GRAND ISLAND, LLC**  
**STATEMENTS OF FORECASTED RECEIPTS AND DISBURSEMENTS – CASH BASIS**  
**Years Ending December 31, 2013 and 2014**

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STATEMENTS OF RECEIPTS AND DISBURSEMENTS – CASH BASIS	5
SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS AND ACCOUNTING POLICIES	6

## INTRODUCTION

The forecast in this illustration presents the entity's, Gordman Grand Island, LLC, forecasted receipts and disbursements on the cash basis for the twelve months ending December 31, 2013 and December 31, 2014.



## ACCOUNTANTS' REPORT

Gordman Grand Island, LLC  
Omaha, NE

We have compiled the accompanying statements of forecasted receipts and disbursements – cash basis of Gordman Grand Island, LLC (see Introduction), for the years ending December 31, 2013 and 2014, in accordance with attestation standards established by the American Institute of Certified Public Accountants. The accompanying forecasted information was prepared for use in a tax increment financing request to the Community Redevelopment Authority.

A compilation is limited to presenting forecasted information that is the representation of management and does not include evaluation of the support for the assumptions underlying the forecast. We have not examined the forecasted information and, accordingly, do not express an opinion or any other form of assurance on the accompanying statement or assumptions. Furthermore, there will usually be differences between forecasted and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

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

2535 N. Carleton Ave.

Suite B

Grand Island, NE

68803

P.O. Box 520

Grand Island, NE

68802-0520

PH: 308-381-1355

FAX: 308-381-6557

EMAIL:  
info@ss-cpas.com

WEBSITE:  
www.ss-cpas.com

*Schroeder & Schreiner, P.C.*

Grand Island, NE  
July 10, 2012

***Where Your Success Counts!***



**Gordman Grand Island, LLC**

**STATEMENTS OF FORECASTED RECEIPTS AND DISBURSEMENTS - CASH BASIS**

**Years Ending December 31, 2013 and 2014**

	Case 1		Case 2	
	With Tax Increment Financing		Without Tax Increment Financing	
	2013	2014	2013	2014
<b>Cash Receipts:</b>				
Rental income	\$ 824,084	\$ 837,827	\$ 824,084	\$ 837,827
Tax Increment Financing (TIF) revenue	71,519	71,519	-	-
	<u>895,603</u>	<u>909,346</u>	<u>824,084</u>	<u>837,827</u>
<b>Cash Disbursements:</b>				
Interest expense - TIF debt	(34,564)	(32,901)	-	-
Interest expense - other debt	(152,989)	(136,134)	(187,552)	(167,885)
Common area maintenance (CAM)	(115,156)	(119,127)	(115,156)	(119,127)
Management fees	(21,066)	(21,109)	(21,066)	(21,109)
Real estate tax increment not included in CAM	(71,519)	(71,519)	(71,519)	(71,519)
Utilities not included in CAM	(5,000)	(5,000)	(5,000)	(5,000)
Repairs & maintenance not included in CAM	(5,000)	(5,000)	(5,000)	(5,000)
Professional fees	(2,500)	(2,500)	(2,500)	(2,500)
Principal debt service - TIF	(36,955)	(38,618)	-	-
Principal debt service - other	(385,101)	(339,747)	(447,606)	(405,065)
Member distributions for estimated Federal Income tax	(133,629)	(147,992)	(105,307)	(120,126)
Member distributions for estimated State Income tax	(23,081)	(25,562)	(18,189)	(20,749)
	<u>(986,560)</u>	<u>(945,209)</u>	<u>(978,895)</u>	<u>(938,080)</u>
<b>Net cash receipts (disbursements)</b>	<b>\$ (90,957)</b>	<b>\$ (35,863)</b>	<b>\$ (154,811)</b>	<b>\$ (100,253)</b>

See the summary of significant forecast assumptions and accounting policies and the accountants' report.

Schroeder Schreiner, P.C.

## **GORDMAN GRAND ISLAND, LLC**

### **SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS AND ACCOUNTING POLICIES**

**Years Ending December 31, 2013 and 2014**

#### **NOTE A – NATURE AND LIMITATION OF FORECASTS**

The accompanying forecast presents, to the best of Gordman Grand Island, LLC's, (Gordman's) knowledge and belief, their cash receipts and disbursements for the years ending December 31, 2013 and 2014. The forecast reflects their judgment as of July 10, 2012, the date of this forecast, of the expected conditions and their expected course of action. Actual results are likely to differ from the forecasted results because events and circumstances frequently do not occur as expected. Those differences may be material. The assumptions disclosed herein are those that management believes are significant to the forecasts. The forecasted information was prepared for use in a tax increment financing request to the Community Redevelopment Authority.

#### **NOTE B – BASIS OF ACCOUNTING**

The presentations of cash receipts and disbursements for the forecast period and the years ended December 31, 2013 and 2014 portray results using the cash basis of accounting. The results of this basis differ from those using generally accepted accounting principles primarily because the cash basis does not recognize assets other than cash and the debt principal outstanding under the tax increment financing or construction or building loan(s).

#### **NOTE C – CASH RECEIPTS**

Gordman Grand Island, LLC is a lessor of retail outlet space. Rental revenue has been determined based on the historical experience of the company in leasing space to tenants in the existing location as well as prevailing rent per square foot for similar real estate in the same locale. The forecast assumes full occupancy of the available space.

The forecast includes two cases dependent on whether or not the tax increment financing (TIF) request is approved. In the event of approval, Gordman will receive additional TIF revenue from the County based on the anticipated increase in the assessed value generated by the proposed project and the additional real estate tax that increase will generate.

#### **NOTE D – CASH DISBURSEMENTS**

Interest expense and principal debt service are based on the assumption that the entire renovation project will be financed through new debt intended to cover the anticipated construction costs.

TIF debt is based on an initial principal balance that can be serviced with the anticipated incremental real estate tax generated by the project. The loan is expected to have a 15-year term with scheduled annual payments and an interest rate of 4.5 percent.

The remaining construction, not funded through tax increment financing, will be satisfied with additional bank debt. These loans are expected to have a 10-year term with an interest rate of 4.5 percent. In addition to the new debt, Gordman has an existing note with a principal balance of \$294,628 at December 31, 2011 with a final payment due June 1, 2014. The note has a 4.5 percent annual interest rate with scheduled monthly payments of \$10,364.

Common area maintenance (CAM) costs are expected to be \$1.45 per square foot for the fiscal year ending December 31, 2013 and \$1.50 per square foot for the fiscal year ending December 31, 2014. These anticipated costs are based on the Gordman's experience in renting these and other retail properties.

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

## **GORDMAN GRAND ISLAND, LLC**

### **SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS AND ACCOUNTING POLICIES, Continued**

**Years Ending December 31, 2013 and 2014**

#### **NOTE D – CASH DISBURSEMENTS, continued**

Management fees are based on 3 percent (3%) of the anticipated base rental revenue, which amount excludes expected tenant reimbursements (additional rental revenue) for CAM and the management fees themselves.

Forecasted real estate tax is expected to equal the current tax (for the 2011 year) plus additional tax generated by applying the current levy rate to the anticipated increase in assessed value to be generated by the renovation project. Current real estate tax on the existing "as is" structure is reflected in the common area maintenance disbursements line item of the forecast.

Forecasted member distributions to cover estimated individual income tax are based on anticipated taxable pass-through income and the highest marginal Federal and State income tax rates of 39.6% and 6.84% respectively, expected to be in effect during the forecast period.

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

**Gordman Grand Island, LLC  
Tax Increment Financing Request  
Municipal and Corporate References**

<u>Name of Reference</u>	<u>Contact Person</u>	<u>Telephone Number</u>	<u>Fax Number</u>
Security National Bank	CL Landen	(402) 221-0111	(402) 397-0591
First National Bank	Rob Giorvick	(402) 602-5210	

**Exhibit E**

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

**RESOLUTION NO. 140**

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

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

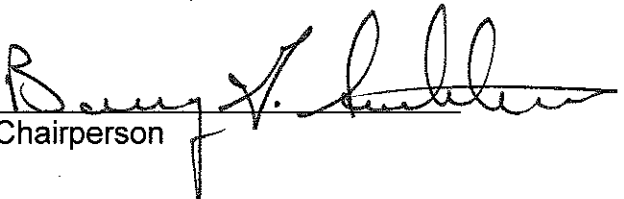
WHEREAS, the Authority is required by Section 18-2112 of the Act to submit said to the planning board having jurisdiction of the area proposed for redevelopment for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

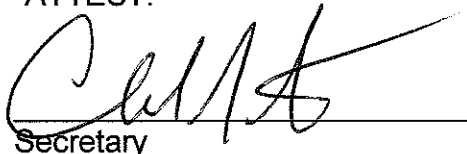
The Authority submits to the Hall County Regional Planning Commission the proposed Plan attached to this Resolution, for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska.

Passed and approved this 31<sup>st</sup> day of July, 2012.

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

By   
Chairperson

ATTEST:

  
Secretary

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

**RESOLUTION NO. 141**

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

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within redevelopment area #9, from Gordman Grand Island, LLC, (The "Developer") for redevelopment of an area within the city limits of the City of Grand Island as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within redevelopment area #9;

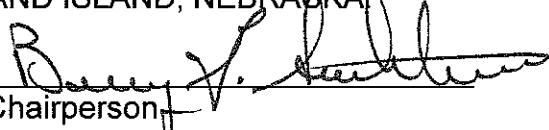
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

**Section 1.** In compliance with section 18-2114 of the Act, the Authority hereby gives the governing body of the City notice that it intends to enter into the Redevelopment Contract, attached as Exhibit 1, with such changes as are deemed appropriate by the Authority, after approval of the redevelopment plan amendment related to the redevelopment project described in the Redevelopment Contract, and after the passage of 30 days from the date hereof.

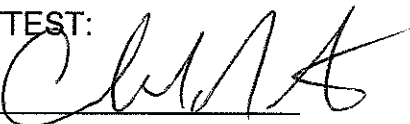
**Section 2.** The Secretary of the Authority is directed to file a copy of this resolution with the City Clerk of the City of Grand Island, forthwith.

Passed and approved this 31<sup>st</sup> day of July, 2012.

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
GRAND ISLAND, NEBRASKA

By   
Chairperson

ATTEST:

  
Secretary

Resolution Number 2012 - 08

HALL COUNTY REGIONAL PLANNING COMMISSION

**A RESOLUTION RECOMMENDING APPROVAL OF A SITE SPECIFIC  
REDEVELOPMENT PLAN OF THE CITY OF GRAND ISLAND, NEBRASKA;  
AND APPROVAL OF RELATED ACTIONS**

**WHEREAS**, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "**Authority**"), referred that certain Redevelopment Plan to the Hall County Regional Planning Commission, (the "**Commission**") a copy of which is attached hereto as Exhibit "A" for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "**Act**"); and

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

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

**Section 1.** The Commission hereby recommends approval of the Redevelopment Plan.

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

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

**DATED:** August 1 2012.

HALL COUNTY REGIONAL PLANNING  
COMMISSION

ATTEST:

By: \_\_\_\_\_  
Chair

*Pete C. Orsini*

By: Leslie E. Ruge  
Secretary

## REDEVELOPMENT CONTRACT

This Redevelopment Contract is made and entered into as of the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2012, by and between the Community Redevelopment Authority of the City of Grand Island, Nebraska (“Authority”), and Gordman Grand Island, LLC, a Nebraska limited liability company (“Redeveloper”).

### WITNESSETH:

WHEREAS, the City of Grand Island, Nebraska (the “City”), in furtherance of the purposes and pursuant to the provisions of Section 12 of Article VIII of the Nebraska Constitution and Sections 18-2101 to 18-2154, Reissue Revised Statutes of Nebraska, 2007, as amended (collectively the “Act”), has designated an area in the City as blighted and substandard; and

WHEREAS, City and Redeveloper desire to enter into this Redevelopment Contract for redevelopment of a parcel in the blighted and substandard area;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Authority and Redeveloper do hereby covenant, agree and bind themselves as follows:

### ARTICLE I

#### DEFINITIONS AND INTERPRETATION

##### Section 1.01 Terms Defined in this Redevelopment Contract.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Contract, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

“Act” means Section 12 of Article VIII of the Nebraska Constitution, Sections 18-2101 through 18-2154, Reissue Revised Statutes of Nebraska, 2007, as amended, and acts amendatory thereof and supplemental thereto

“Authority” means the Community Redevelopment Authority of the City of Grand Island, Nebraska.

“City” means the City of Grand Island, Nebraska.

“Governing Body” means the Mayor and City Council of the City.



“Holder” means the holders of TIF indebtedness issued by the Authority from time to time outstanding.

“Liquidated Damages Amount” means the amounts to be repaid to Authority by Redeveloper pursuant to Section 6.02 of this Redevelopment Contract.

“Project” means the improvements to the Redevelopment Area, as further described in Exhibit B attached hereto and incorporated herein by reference and, as used herein, shall include the Redevelopment Area real estate.

“Project Cost Certification” means a statement prepared and signed by the Redeveloper verifying the Redeveloper has been legally obligated for the payment of Project Costs identified on Exhibit D

“Project Costs” means only costs or expenses incurred by Redeveloper for the purposes set forth in §18-2103 (a) through (f), inclusive, of the Act as identified on Exhibit D.

“Redeveloper” means Gordman Grand Island, LLC, a Nebraska limited liability company.

“Redevelopment Area” means that certain real property situated in the City of Grand Island, Hall County, Nebraska, which has been declared blighted and substandard by the City pursuant to the Act, and which is more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

“Redevelopment Contract” means this redevelopment contract between the Authority and Redeveloper with respect to the Project.

“Redevelopment Plan” means the Amended Redevelopment Plan for the Redevelopment Area related to the Project, prepared by the Authority and approved by the City pursuant to the Act.

“Resolution” means the Resolution of the Authority, as supplemented from time to time, approving this Redevelopment Contract and the issuance of the TIF Indebtedness.

“TIF Indebtedness” means any bonds, notes, loans, and advances of money or other indebtedness, including interest and premiums, if any, thereon, incurred by the Authority pursuant to Article III hereof and secured in whole or in part by TIF Revenues.

“TIF Revenues” means incremental ad valorem taxes generated by the Project which are allocated to and paid to the Authority pursuant to the Act.

## Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Contract shall be construed and interpreted in accordance with the following provisions:

(a) Wherever in this Redevelopment Contract it is provided that any person may do or perform any act or thing the word “may” shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(b) The phrase “at any time” shall be construed as meaning “at any time or from time to time.”

(c) The word “including” shall be construed as meaning “including, but not limited to.”

(d) The words “will” and “shall” shall each be construed as mandatory.

(e) The words “herein,” “hereof,” “hereunder,” “hereinafter” and words of similar import shall refer to the Redevelopment Contract as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(f) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(g) The captions to the sections of this Redevelopment Contract are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

## ARTICLE II

### REPRESENTATIONS

#### Section 2.01 Representations by Authority.

The Authority makes the following representations and findings:

(a) The Authority is a duly organized and validly existing Community Redevelopment Authority under the Act.

(b) The Redevelopment Plan has been duly approved and adopted by the City pursuant to Section 18-2109 through 18-2117 of the Act.

(c) The Authority deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper as specified herein.

(d) The Redevelopment Project will achieve the public purposes of the Act by, among other things, increasing employment, improving public infrastructure, increasing the tax base, and lessening conditions of blight and substandard in the Redevelopment Area.

(e) (1) The Redevelopment Plan is feasible and in conformity with the general plan for the development of the City as a whole and the plan is in conformity with the legislative declarations and determinations set forth in the Act, and

(2) Based on Representations made by the Redeveloper:

(i) the Project would not be economically feasible without the use of tax-increment financing,

(ii) the Project would not occur in the Redevelopment Area without the use of tax-increment financing, and

(iii) the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the Authority and have been found to be in the long-term best interest of the community impacted by the Project.

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

## Section 2.02 Representations of Redeveloper.

The Redeveloper makes the following representations:

(a) The Redeveloper is a Nebraska limited liability company, having the power to enter into this Redevelopment Contract and perform all obligations contained herein and by proper action has been duly authorized to execute and deliver this Redevelopment Contract.

(b) The execution and delivery of the Redevelopment Contract and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of the Redeveloper contrary to the terms of any

instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Contract or, except as disclosed in writing to the Authority, as in any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Any financial statements of the Redeveloper or its Members delivered to the Authority prior to the date hereof are true and correct in all respects and fairly present the financial condition of the Redeveloper and the Project as of the dates thereof; no materially adverse change has occurred in the financial condition reflected therein since the respective dates thereof; and no additional borrowings have been made by the Redeveloper since the date thereof except in the ordinary course of business, other than the borrowing contemplated hereby or borrowings disclosed to or approved by the Authority.

(e) The Project would not be economically feasible without the use of tax increment financing.

(f) The Project would not occur in the Redevelopment Area without the use of tax-increment financing.

(g) The Redeveloper is an accredited investor as that term is defined for purposes Regulation D, issued pursuant to the Securities Act of 1933, as amended.

### ARTICLE III

#### OBLIGATIONS OF THE AUTHORITY

##### Section 3.01 Division of Taxes.

In accordance with Section 18-2147 of the Act, the Authority hereby provides that any ad valorem tax on the following real property in the Project: to wit: the property shown on attached Exhibit A, for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in this section. The effective date of this provision shall be January 1, 2013.

(a) That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and

(b) That proportion of the ad valorem tax on real property in the Redevelopment Area in excess of such amount (the "Incremental Ad Valorem Tax"), if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of

the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Project shall be paid into the funds of the respective public bodies.

### Section 3.02 Issuance of TIF Indebtedness

Authority shall incur TIF Indebtedness in the form and principal amount and bearing interest and being subject to such terms and conditions as are specified on the attached exhibit C. No TIF Indebtedness will be issued until Redeveloper has (a) acquired fee title to the Redevelopment Area; (b) obtained financing commitments as described in Section 5.01; and (c) entered into a contract for construction of the Project. The Authority shall have no obligation to find a lender or investor to acquire the TIF Indebtedness, but rather shall issue the TIF Indebtedness to the Redeveloper upon payment of the principal amount thereof. The purchase price of the TIF Indebtedness may be offset against the Grant described in Section 3.04 hereof, in the sole discretion of the Authority.

The TIF Indebtedness issued pursuant to the provisions of this contract constitutes a limited obligation of the Authority payable exclusively from that portion of the ad valorem real estate taxes mentioned in subdivision (1)(b) of Section 18-2147, R.R.S. Neb. 2007, as levied, collected and apportioned from year to year with respect to certain real estate located within the "Redevelopment Area" The TIF Indebtedness shall not constitute a general obligation of the Authority and the Authority shall be liable for the payment thereof only out of said portion of taxes as described in this paragraph. The TIF Indebtedness shall not constitute an obligation of the State of Nebraska or of the City or the Authority (except for such receipts as have been pledged pursuant to Section 3.03) and neither the State or Nebraska, the Authority nor the City shall be liable for the payment thereof from any fund or source including but not limited to tax monies belonging to either thereof (except for such receipts as have been pledged pursuant to Section 3.03). Neither the members of the Authority's governing body nor any person executing the TIF Indebtedness shall be liable personally on the TIF Indebtedness by reason of the issuance thereof. The Authority's obligation to the holder of the TIF Indebtedness shall terminate, in all events no later than 15 years from the effective date set forth in Section 3.01 hereof.

### Section 3.03 Pledge of TIF Revenues.

The Authority hereby pledges 100% of the annual TIF Revenues as security for the TIF Indebtedness.

### Section 3.04 Grant of Proceeds of TIF Indebtedness.

From the proceeds of the TIF indebtedness incurred as described on Exhibit C, the Authority shall grant the following sums to the following entities, to wit: 100% to the

Redeveloper for Project Costs.

Notwithstanding the foregoing, the amount of the grant shall not exceed the amount of Project Costs certified pursuant to Section 4.02. The grants shall be paid to the Redeveloper upon certification that the Redeveloper has incurred or is obligated to incur such Project Costs which include supporting documentation requested by Authority and shall, if requested by Redeveloper, be made in one or more advances.

#### Section 3.05 Creation of Fund.

The Authority will create a special fund to collect and hold the TIF Revenues. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Sections 3.02 above.

### ARTICLE IV

#### OBLIGATIONS OF REDEVELOPER

##### Section 4.01 Construction of Project; Insurance.

(a) Redeveloper will complete the Project and install all infrastructure, improvements, buildings, fixtures, equipment and furnishings necessary to operate the Project. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Project. Until construction of the Project has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the Authority as to the actual progress of Redeveloper with respect to construction of the Project. Promptly after completion by the Redeveloper of the Project, the Redeveloper shall furnish to the Authority a Certificate of Completion. The certification by the Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Contract with respect to the obligations of Redeveloper and its successors and assigns to construct the Project. As used herein, the term "completion" shall mean substantial completion of the Project.

(b) Any general contractor chosen by the Redeveloper or the Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations and a penal bond as required by the Act. The City, the Authority and the Redeveloper shall be named as additional insured. Any contractor chosen by the Redeveloper or the Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof. This insurance shall insure against the perils of fire and extended coverage and shall include "All Risk" insurance for physical loss or damage. The contractor or the Redeveloper, as the case may be, shall furnish the Authority with a Certificate of Insurance evidencing policies as required above. Such certificates shall state that the insurance companies shall give the Authority prior written notice in the event of cancellation of or material change in any of any of the policies.

(c) Redeveloper shall pay, on execution hereof the sum of \$1,000.00 to the City of Grand

Island for administrative expenses related to payment of the tax increment revenue.

#### Section 4.02 Cost Certification.

Redeveloper shall submit to Authority a certification of Project Costs, on or before the issuance of the TIF Indebtedness which shall contain detail and documentation showing the payment or obligation for payment of Project Costs specified on the attached Exhibit D in an amount at least equal to the grant to Redeveloper pursuant to Section 3.05.

#### Section 4.03 Legal Costs.

Redeveloper shall pay the Authority the sum of \$5,000 for the costs incurred by the Authority associated with the issuance of the TIF Indebtedness. Redeveloper understands that the law firm assisting with the issuance of the TIF Indebtedness represents the Authority and not the Redeveloper.

#### Section 4.04 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as any TIF Indebtedness is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

#### Section 4.05 Pay Real Estate Taxes.

Redeveloper intends to create a taxable real property valuation [over and above the valuation thereof as the same existed on January 1, 2012] of the Redevelopment Project Area of Three Million Seventy Three Thousand Dollars (\$3,073,000) no later than no later than January 1, 2013. During the period that any TIF Indebtedness is outstanding, neither the Redeveloper, nor its assigns, will (1) file a protest seeking to obtain a real estate property valuation on the Redevelopment Area of less than the sum of: (a) Three Million Seventy Three Thousand Dollars (\$3,073,000) and (b) the valuation of the Redevelopment Project Area as the same existed on January 1, 2012; (2) convey the Redevelopment Area or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes; nor (3) allow real estate taxes and assessments levied on the Redevelopment Area and Project to become delinquent during the term that any TIF Indebtedness is outstanding. Redeveloper shall pay the real property ad valorem taxes for the project for the year 2027 prior to January 1, 2028.

#### Section 4.07 Assignment or Conveyance.

Any assignment or conveyance of the any portion of the Redevelopment, the Project or

any interest therein prior to the termination of the 15 year period commencing on the effective date specified in Section 3.01 hereof Area by the Redeveloper shall be subject to the terms and conditions of this Redevelopment Contract.

#### Section 4.08 Purchase of TIF Indebtedness.

The Redeveloper shall purchase the TIF Indebtedness at 100% of the principal amount thereof upon issuance of such debt. The Authority may provide that such purchase be offset against the grant provided in Section 3.04 hereof.

#### Section 4.09 Penal Bond.

The Developer shall execute a penal bond for the Project with good and sufficient surety to be approved by the Authority meeting the requirements of Section 18-2151, Reissue Revised Statutes of Nebraska, as amended, on or prior to its execution of this Contract.

#### Section 4.10 Immigration Status.

The Redeveloper agrees that any contractor for the Project shall be required to agree to use a federal immigration verification system (as defined in §4-114, R.S. Supp. 2009) to determine the work eligibility status of new employees physically performing services on the Project and to comply with all applicable requirements of §4-114, R.S. Supp. 2009.

### ARTICLE V

#### FINANCING REDEVELOPMENT PROJECT; ENCUMBRANCES

##### Section 5.01 Financing.

Redeveloper shall pay all Project Costs and any and all other costs related to the Redevelopment Area and the Project which are in excess of the amounts paid from the proceeds of the TIF Indebtedness granted to Redeveloper. Prior to issuance of the TIF Indebtedness, Redeveloper shall provide Authority with evidence satisfactory to the Authority that private funds have been committed to the Redevelopment Project in amounts sufficient to complete the Redevelopment Project. Redeveloper shall timely pay all costs, expenses, fees, charges and other amounts associated with the Project which shall include such other fees and expenses imposed by the Authority.

### ARTICLE VI

#### DEFAULT, REMEDIES; INDEMNIFICATION

##### Section 6.01 General Remedies of Authority and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or



breach of this Redevelopment Contract or any of its terms or conditions, by any party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Contract shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Contract, including, but not limited to, proceedings to compel specific performance by the party failing to perform on in breach of its obligations.

#### Section 6.02 Additional Remedies of Authority

In the event that:

(a) The Redeveloper, on successor in interest, shall fail to complete the construction of the Project on or before January 1, 2013, or shall abandon construction work for any period of 90 days,

(b) The Redeveloper, on successor in interest, shall fail to pay real estate taxes or assessments on the Redevelopment Area on any part thereof or payments in lieu of taxes pursuant to Section 4.07 when due; or

(c) There is, in violation of Section 4.08 of this Redevelopment Contract, and such failure or action by the Redeveloper has not been cured within 30 days following written notice from Authority, then the Redeveloper shall be in default of this Redevelopment Contract.

In the event of such failure to perform, breach or default occurs and is not cured in the period herein provided, the parties agree that the damages caused to the Authority would be difficult to determine with certainty and that a reasonable estimation of the amount of damages that could be incurred is the amount of the grant to Redeveloper pursuant to Section 3.04 of this Redevelopment Contract, less any reductions in the principal amount of the TIF Indebtedness, plus interest on such amounts as provided herein (the "Liquidated Damages Amount"). The Liquidated Damages Amount shall be paid by Redeveloper to Authority within 30 days of demand from Authority.

Interest shall accrue on the Liquidated Damages Amount at the rate of one percent (1%) over the prime rate as published and modified in the Wall Street Journal from time to time and interest shall commence from the date that the Authority gives notice to the Redeveloper demanding payment.

Payment of the Liquidated Damages Amount shall not relieve Redeveloper of its obligation to pay real estate taxes or assessments with respect to the Project.

### Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event the Redeveloper fails to perform any other provisions of this Redevelopment Contract (other than those specific provisions contained in Section 6.02), the Redeveloper shall be in default. In such an instance, the Authority may seek to enforce the terms of this Redevelopment Contract or exercise any other remedies that may be provided in this Redevelopment Contract or by applicable law; provided, however, that the default covered by this Section shall not give rise to a right or rescission on termination of this Redevelopment Contract, and shall not be covered by the Liquidated Damages Amount.

### Section 6.04 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Redevelopment Area for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the forced delay: Provided, that the party seeking the benefit of the provisions of this section shall, within thirty (30) days after the beginning of any such forced delay, have first notified the other party thereto in writing, and of the cause or causes thereof and requested an extension for the period of the forced delay.

### Section 6.05 Limitations of Liability; Indemnification.

Notwithstanding anything in this Article VI or this Redevelopment Contract to the contrary, neither the City, the Authority, nor their officers, directors, employees, agents nor their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Contract. The sole obligation of the Authority under this Redevelopment Contract shall be the issuance of the TIF Indebtedness and granting of a portion of the proceeds thereof to Redeveloper, as specifically set forth in Sections 3.02 and 3.04. The obligation of the City and Authority on any TIF Indebtedness shall be limited solely to the payment of the TIF Revenues on the TIF Indebtedness. Specifically, but without limitation, neither the City or Authority shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. The Redeveloper releases the City and Authority from, agrees that neither the City or Authority shall be liable for, and agrees to indemnify and hold the City and Authority harmless from any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever

pertaining to the Project.

The Redeveloper will indemnify and hold each of the City and Authority and their directors, officers, agents, employees and member of their governing bodies free and harmless from any loss, claim, damage, demand, tax, penalty, liability, disbursement, expense, including litigation expenses, attorneys' fees and expenses, or court costs arising out of any damage or injury, actual or claimed, of whatsoever kind or character, to property (including loss of use thereof) or persons, occurring or allegedly occurring in, on or about the Project during the term of this Redevelopment Contract or arising out of any action or inaction of Redeveloper, whether on not related to the Project, or resulting from or in any way connected with specified events, including the management of the Project, or in any way related to the enforcement of this Redevelopment Contract or any other cause pertaining to the Project.

## ARTICLE VII

### MISCELLANEOUS

#### Section 7.01 Notice Recording.

This Redevelopment Contract or a notice memorandum of this Redevelopment Contract shall be recorded with the County Register of Deeds in which the Redevelopment Area is located.

#### Section 7.02 Governing Law.

This Redevelopment Contract shall be governed by the laws of the State of Nebraska, including but not limited to the Act.

#### Section 7.03 Binding Effect; Amendment.

This Redevelopment Contract shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Contract shall run with the Redevelopment Area. The Redevelopment Contract shall not be amended except by a writing signed by the party to be bound.

#### Section 7.04 Third Party Enforcement,

The provisions of this Redevelopment Contract which obligate the Redeveloper shall inure to the benefit of the holder of the TIF Indebtedness, the Hall County Assessor, the City and the Authority, any of whom may, but are not obligated to enforce the terms of this Redevelopment Contract in a court of law.

IN WITNESS WHEREOF, City and Redeveloper have signed this Redevelopment Contract as of the date and year first above written.

ATTEST:

COMMUNITY REDEVELOPMENT  
AUTHORITY OF THE CITY OF  
GRAND ISLAND, NEBRASKA

\_\_\_\_\_  
Secretary

By:\_\_\_\_\_

Chairman

Gordman Grand Island, LLC

By: \_\_\_\_\_  
Manager

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_, Chair and Secretary, respectively, of the  
Community Redevelopment Authority of the City of Grand Island, Nebraska, on behalf of the  
Authority.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_, Manager of Gordman Grand Island, LLC, on behalf of the  
limited liability company.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

Lots 1 and 2 of Grand Island Plaza Second Subdivision in the City of Grand Island, Hall County, Nebraska.

A-I

## EXHIBIT B

### DESCRIPTION OF PROJECT

Demolition, rehabilitation and construction of a exterior façade and interior remodeling of 89438 square feet of tenant space together with sidewalk space, parking lot rehabilitation and site drainage.

B- 1



EXHIBIT C  
TIF INDEBTEDNESS

1. Principal Amount: \$1,072,784.00 [annual payment amounts assumed are \$71,519.00]
2. Payments: Semi-annually or more frequent, with payments limited to annual incremental taxes revenues from the project.
3. Interest Rate: Zero percent (0.00%)
4. Maturity Date: On or before December 31, 2027.

C-1

## EXHIBIT D

### PROJECT COSTS

All Project Costs payable from the proceeds of TIF indebtedness pursuant to the Act including:

1. Redevelopment Area rehabilitation and remodeling cost
2. Site demolition work and site preparation
3. Utility extensions, installation of gas, water, sewer and electrical lines and equipment
4. Façade improvements
5. Interior rehabilitation
6. Parking lot and sidewalk rehabilitation
7. Site Drainage

D-1



# **City of Grand Island**

**Tuesday, August 28, 2012**

**Council Session**

## **Item E4**

**Public Hearing on Budget Amendment and Contract Extension to  
CDBG Grant #10-CR-002 – Phase II Comprehensive Revitalization  
Strategy Grant**

**Staff Contact: Marco Floreani**

# **Council Agenda Memo**

**From:** Marco Floreani, Community Development Administrator

**Meeting:** August 28, 2012

**Subject:** Public Hearing for the Approving of CDBG Community Revitalization Phase II Contract Extension and Budget Amendment

**Item #'s:** E-4 & G-12

**Presenter(s):** Marco Floreani, Community Development Administrator

## **Background**

The City of Grand Island is seeking a contract extension and budget amendment for activities under the CDBG Community Revitalization 10-CR-002 Phase II Grant. The original contract end date is June 20, 2012 and the requested contract extension is August 30, 2013. The City of Grand Island is requesting an extension because the project has changed in nature and scope. The initial intent of the Phase II grant was to use the funds for rehabilitation of at least 9 owner-occupied homes in block groups 11 and 12 (67.1% LMI residents). The City staff recommends that the project be shifted from owner-occupied rehab to public infrastructure and that the funds are used to pay for a portion of a sewer main project along 4<sup>th</sup> and 5<sup>th</sup> Street from Eddy to Vine Street. The estimated total project costs are \$1,332,000 with cost to rehab the existing sewer line of \$615,000. CDBG 10-CR-002 Phase II funds will contribute \$270,020 to the project

## **Discussion**

At this time the Council is requested to approve the Community Development Block Grant-Community Revitalization Phase II contract extension and budget amendment to fund sewer improvements along 4<sup>th</sup> and 5<sup>th</sup> street from Eddy to Vine Street.

## **Alternatives**

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

1. Move to approve the Community Development Block Grant-contract extension and budget amendment

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 Community Development Block Grant contract extension and budget amendment.

### **Sample Motion**

Move to approve the Community Development Block Grant contract extension and budget amendment.



# **City of Grand Island**

**Tuesday, August 28, 2012**

**Council Session**

## **Item E5**

### **Public Hearing on Application of CDBG Grant #11-CR-002 – Phase III Comprehensive Revitalization Grant**

**Staff Contact: Marco Floreani**

# **Council Agenda Memo**

**From:** Marco Floreani, Community Development Administrator

**Meeting:** August 28, 2012

**Subject:** Approving CDBG 2011 Community Revitalization Phase III Application

**Item #'s:** E-5 & G-13

**Presenter(s):** Marco Floreani, Community Development Administrator

## **Background**

The City of Grand Island is requesting a Phase III Comprehensive Revitalization Strategy Grant for the amount of \$270,010. The Phase III grant funds will be used for a storm sewer main rehab project along 4<sup>th</sup> and 5<sup>th</sup> Streets, Eddy to Vine.

100% of the requested CDBG funds with exception of General Administration will be used to benefit low-moderate income persons on an area basis; there will be no displacements of people as a result of these CDBG activities.

The grant funds would contribute to a public works project to install a new 18-inch sewer line along 5<sup>th</sup> Street to bypass the main sewer flow around the project area and rehab the existing sewer line with a cured-in-place pipe (CIPP) liner. After rehabilitation, the existing sewer line would serve as a local collector for just the project area. There are also several areas of the existing sewer lines that would need spot repairs completed before the CIPP liner was installed. Details of the project can be found in the Technical Memorandum #7A 4<sup>th</sup> to 5<sup>th</sup> Street/Eddy to Vine Street Rehabilitation.

## **Discussion**

At this time it is requested that Council approve the Community Development Block Grant-Community Revitalization Phase III Application.

## **Alternatives**

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

1. Move to approve the Community Development Block Grant-contract extension and budget amendment
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 Community Development Block Grant contract extension and budget amendment.

### **Sample Motion**

Move to approve the Community Development Block Grant contract extension and budget amendment.





# **City of Grand Island**

**Tuesday, August 28, 2012**

**Council Session**

## **Item E6**

### **Public Hearing on Budget Amendment to CDBG Grant #08-DPI-005 – Disaster Recovery Funding**

**Staff Contact: Marco Floreani**

# **Council Agenda Memo**

**From:** Marco Floreani, Community Development

**Meeting:** July 24, 2012

**Subject:** Public Hearing of Approving of authorization to apply for additional Disaster Recovery Grant Funds

**Item #'s:** E-6 & G-14

**Presenter(s):** Marco Floreani, Community Development

## **Background**

In September 2009, the City of Grand Island was awarded a Disaster Recovery Grant (#08-DPI-005) for \$803,500, plus \$40,175 in General Administration, for installation of a sanitary sewer interceptor and sewer main collection system upgrade to address an urgent community development need that occurred as a result of high ground water levels and flooding between May 22 and June 24, 2008. The project encompasses two southern areas of Grand Island to improve protection of homes from future sanitary sewer backups. Total project cost, including Administration, is projected at \$1,003,675. The City has budgeted \$160,000 for the balance of project costs above the grant award.

Disaster Recovery Program funds are to be used only for activities related to disaster relief, long-term recovery, and restoration of infrastructure in areas covered by the Federal Emergency Management agency (FEMA) declaration of major disaster 1770-DR. Only damages occurring during the incident period from May 22, 2008 to June 24, 2008 are considered.

## **Discussion**

The Nebraska Department of Economic Development has notified City Staff of additional funds for Disaster Recovery Funding. The total amount of additional funding has yet to be determined, but Department of Economic Development Staff has instructed interested communities to submit a letter of interest for the returned funds.

The City of Grand Island, Nebraska, is an eligible unit of the Disaster Recovery Funding authorized to file an application under the Community Development Block Grant Program. This additional funding will provide administrative costs and help fund the development of an

additional gravity collection sewer infrastructure preventive maintenance construction projects in the Disaster Recovery Area. The estimated amount of additional funds needed to aid the project is \$243,915.

### **Alternatives**

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

1. Move to approve a resolution granting authorization apply for additional Disaster Recovery Grant Funds.
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 Approving authorization to apply for additional Disaster Recovery Grant Funds.

### **Sample Motion**

Move to approve authorization to proceed with the formulation of any and all contracts, documents or other memoranda between the City of Grand Island and the Nebraska Department of Economic Development so as to affect acceptance of the grant application #08-DPI-005, Disaster Recovery Grant.



# City of Grand Island

Tuesday, August 28, 2012

Council Session

## Item E7

### **Public Hearing on Proposed FY 2012-2013 Community Redevelopment Authority (CRA) and City of Grand Island Budget (Continued)**

*This Public Hearing is continued from the August 21, 2012 City Council Special Meeting.*

Staff Contact: Jaye Monter

# Council Agenda Memo

**From:** Jaye Monter, Finance Director

**Meeting:** August 28, 2012

**Subject:** Public Hearing on Proposed Budget Fiscal Year 2012-2013  
City Budget-continued

**Item #'s:** E-7 & X-1

**Presenter(s):** Jaye Monter, Finance Director

## Background

At the August 21, 2012 Special Meeting, Council voted to fully fund the \$760,096 Grand Island Police Department's 2013 budget request by reducing the General Fund Capital Equipment in the Fire and Ambulance Department by \$372,500 and to retire the Wood River Control Bonds which will allow approximately \$275,000 of property tax mill levy dollars to be used towards additional funding.

## Discussion

Tonight's continuation of the public hearing on the 2012-2013 proposed budget will allow Council to consider the proposed funding for the remaining \$112,596 for the Police Department and review options for the Golf Course Enterprise Fund.

Staff has reviewed the possible fee increase for the Golf Course in order to remain an enterprise fund and generate additional revenue to sustain an annual payment to the General Fund for the \$470,000 loan. The plan if approved by Council, calls for replacement of the irrigation system to be installed in the fall of 2013, ready for the 2014 golf season. Based upon this timeframe, the first loan payment to the General Fund will be in the 2014 budget. Rates were increased for both the 2011 and 2012 golf seasons. Staff is recommending to council users not be subject to an increase three years in a row, but wait for the 2014 golf season which will justify the increased fees in support of the golf course improvements.

## Grand Island Police Dept-2013 Funding

Police Budget Request 2013	\$ 760,096
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### Funding Sources

Debt Mill Levy-Wood River Bonds	\$ 275,000
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Fire Department Capital Decrease	\$ 372,500
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Library Capital Decrease-Fiber	\$ 35,000
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Library-FTE Change 8/23/12	\$ 54,947
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From 8/21/12 Cash Surplus \$66,000	\$ 22,649
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Total Funding Sources	\$ 760,096
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## 2012-2013 DOLLAR SUMMARY OF FTE CHANGES

DEPARTMENT	POSITION	FTE	AMOUNT
<b>Emergency Management</b>			
	Sr Public Safety Dispatcher	(0.50)	(36,942)
	<b>Total Emergency Management</b>	<b>(0.50)</b>	<b>(36,942)</b>
<b>Library</b>			
	FT Library Assistant I	(1.00)	(57,791)
	2 PT Library Assistants I	1.00	27,004
	FT Library Assistant II (Updated 8-22-2012)	(2.00)	(106,841)
	4 PT Library Assistants I (Updated 8-22-2012)	2.00	54,008
	<b>Total Library</b>	<b>-</b>	<b>(83,620)</b>
<b>Emergency Management Enhanced 911 215 Fund</b>		0.50	36,942
	Public Safety Dispatcher	(0.75)	(53,526)
	<b>Total Emergency Management</b>	<b>(0.25)</b>	<b>(16,584)</b>
<b>Emergency Management PSC Wireless 216 Fund</b>			
	Public Safety Dispatcher	0.75	53,526
	<b>Total Emergency Management</b>	<b>0.75</b>	<b>53,526</b>
<b>Solid Waste Fund 505</b>			
	Temporary/Seasonal Positions	(0.50)	(28,009)
	Temporary/Seasonal Positions	(0.30)	(7,476)
	Temporary/Seasonal Positions	0.15	3,152
	Equipment Operator	1.00	62,454
	Temporary/Seasonal Positions	0.30	7,476
	<b>Total Solid Waste</b>	<b>0.65</b>	<b>37,597</b>
<b>Information Technology Fund 605</b>			
	Computer Technician	1.00	57,681
	<b>Total IT Department</b>	<b>1.00</b>	<b>57,681</b>
	<b>TOTAL CITY</b>	<b>1.65</b>	<b>11,658</b>
<b>BY FUND:</b>	<b>FTE</b>	<b>Amount</b>	
General Fund:	(0.50)	(120,562)	
Special Revenue Funds:	0.50	36,942	
Enterprise Funds:	0.65	37,597	
Internal Service Fund:	1.00	57,681	
<b>Total:</b>	<b>1.65</b>	<b>11,658</b>	

## **August 22, 2013 FTE Changes-Library**

In consultation with Mary Lou Brown, and due to two very recent resignations of personnel in the Library Assistant II classification, I have determined that these vacancies can be filled by hiring part time Library Assistant I staff members. In addition, the library will not follow through on previous plans to increase the Library Assistant II classification by 1 FTE through a corresponding decrease in the Library Assistant I classification.

This is an organizational shift in recognition of our library's program prioritization needs. One Library Assistant II will remain on staff and recent changes in how the library answers more in-depth reference questions now allows for more economical distribution of personnel in the Library Assistant I classification in assisting patrons with less in-depth library resource and information needs.

These changes result in no changes to the Library Assistant I and II personnel line item as well as the total FTE for the library.

Steve Fosselman





# Golf Course Enterprise Fund

## Increase Fees-Loan Payment to General Fund

		<b>For 2013 Keep</b>				
		<b>Current Fee</b>			<b>Less</b>	
		<b>Schedule Rates</b>	<b>Increase</b>		<b>Golf Pro</b>	
		<b><u>2013 Season</u></b>	<b><u>2014 Season</u></b>	<b><u>Revenue</u></b>	<b><u>Commissions</u></b>	<b><u>Net Revenue</u></b>
9 holes		\$ 14.00	\$ 1.00	\$ 8,695	11%	\$ 7,738
18 holes		\$ 21.00	\$ 2.00	\$ 15,120	11%	\$ 13,457
Improvement Fee		\$ 2.34	\$ 0.46	\$ 6,599	11%	\$ 5,874
Cart Rental		\$ 13.00	\$ 1.00	\$ 15,000	25%	\$ 11,250
					<b>TOTAL:</b>	<b>\$ 38,319</b>
(Figures are based on approximately 30,000 annual rounds.)						
Rates were increased in both 2011 and 2012 Golf Seasons						
<b>Irrigation work to be performed in Fall of 2013 for 2014 Golf Season</b>						
<b>First payment to General Fund on \$470,000 Loan in 2014 Budget</b>						
<b>20 Year Loan at 2% Interest. Annual payment \$28,628</b>						

<b>GOLF COURSE</b>							
	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2012</b>	<b>2013</b>	<b>2014</b>	
	<b><u>Actual</u></b>	<b><u>Actual</u></b>	<b><u>Budget</u></b>	<b><u>Forecast</u></b>	<b><u>Budget</u></b>	<b><u>Budget</u></b>	
<b>Beginning Cash Balance</b>	(213,302)	120,693	153,689	184,690	230,587	190,168	
<b>Revenue</b>	577,224	593,254	691,582	640,259	640,259	640,259	
<b>Revenue-Increase Fees 2014</b>						38,319	
<b>Transfers In - General Fund</b>	329,000	-	-	-	470,000		
<b>Total Resources Available</b>	<b>692,922</b>	<b>713,947</b>	<b>845,271</b>	<b>824,949</b>	<b>1,340,846</b>	<b>868,746</b>	
<b>Total Expenditures:</b>							
<b>Personnel &amp; Operating</b>	544,999	520,257	605,778	594,362	615,678	627,992	2% increase
<b>Capital</b>	27,229	9,000	-	-	535,000	32,000	estimate
<b>Debt-Pymt to General Fund</b>					-	28,628	
<b>Total Requirements</b>	<b>572,228</b>	<b>529,257</b>	<b>605,778</b>	<b>594,362</b>	<b>1,150,678</b>	<b>688,620</b>	
<b>Ending Cash Balance</b>	<b>120,693</b>	<b>184,690</b>	<b>239,493</b>	<b>230,587</b>	<b>190,168</b>	<b>180,126</b>	

## **Irrigation Operating System**

### **\$470,000**

- 🌊 The current Irrigation Operating System at Jack Rabbit Run Golf Course was installed in 1976.
- 🌊 Due to the age, the system is costly to repair with parts difficult or impossible to find.
- 🌊 The irrigation system is the heart of a golf course. Replacement of the outdated system will improve efficiencies in watering and staffing.
- 🌊 Work to be performed in Fall of 2013.

## GOLF COURSE

	2007	2008	2009	2010	2011	2012	2012	2013	2014
	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Budget</u>	<u>Forecast</u>	<u>Budget</u>	<u>Budget</u>
Beginning Cash Balance	(204,257)	(295,263)	(262,172)	(213,302)	120,693	153,689	184,690	230,587	190,168
Revenue	511,047	550,821	626,436	577,224	593,254	691,582	640,259	640,259	640,259
Revenue-Increase Fees 2014									38,319
Transfers In- General Fund	-	-	-	329,000	-	-	-	470,000	-
Total Resources Available	306,790	255,558	364,264	692,922	713,947	845,271	824,949	1,340,846	868,746
Expenditures	602,054	517,730	577,566	572,228	529,257	605,778	594,362	1,150,678	659,992
Debt payment to General Fund	-	-	-	-	-	-	-	-	28,628
Total Requirements	602,054	517,730	577,566	572,228	529,257	605,778	594,362	1,150,678	688,620
Ending Cash Balance	(295,264)	(262,172)	(213,302)	120,693	184,690	239,493	230,587	190,168	180,126
Capital Exps Included Above	-	-	(43,691)	(27,229)	(9,000)	-	-	(535,000)	(32,000)
Net Profit Before Capital	(91,007)	33,091	92,561	32,224	72,997	85,804	45,897	24,581	21,958
Net Profit After Capital	(91,007)	33,091	48,870	4,995	63,997	85,804	45,897	(40,419)	(10,042)

<b>Move Golf Course Enterprise Fund into General Fund</b>						
					<b>General</b>	<b>Capital</b>
					<b>Fund</b>	<b>Improvements</b>
<b>July 10-July 24th Shortfalls</b>					<b>\$ (353,000)</b>	<b>\$ (461,567)</b>
<b>General Fund Capital Fire Dept. Increase</b>					<b>\$ (80,000)</b>	
<b>Property Tax Revenue Decrease</b>					<b>\$ (20,520)</b>	
<b>Contingency expense eliminated</b>					<b>\$ 300,000</b>	
<b>Reimbursements from NDOR</b>						<b>\$ 591,860</b>
<b>Final Valuation-Property Tax Revenue Increase</b>					<b>\$ 89,687</b>	
<b>Reduce transfer from General Fund to 400 Fund</b>					<b>\$ 130,000</b>	<b>\$ (130,000)</b>
<b>Surplus may be used for Police Budget Request</b>					<b>\$ 66,167</b>	<b>\$ 293</b>
<b>Surplus used for 2013 Police Budget Request</b>					<b>\$ (22,649)</b>	
<b>Golf Course Enterprise Fund</b>						
<b>Ending Cash Forecast 9/30/12</b>					<b>\$ 230,587</b>	
<b>Profit (Loss) 2013 Budget</b>					<b>\$ (40,419)</b>	
<b>General Fund Cash Surplus 2013 Budget</b>					<b>\$ 233,686</b>	



# City of Grand Island

Tuesday, August 28, 2012

Council Session

## Item F1

**#9394 - Consideration of Request to Rezone Property Located South of Capital Avenue Immediately West of the Moore's Creek Drainway from RO – Residential Office to RD – Residential Development**

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9394

An ordinance rezoning certain tracts of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising all of Lots One (1) and Two (2), Sterling Estates Second Subdivision in the City of Grand Island, Hall County, Nebraska, from RO-Residential Office Zone to RD-Residential Development Zone; directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-7; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on August 1, 2012, held a public hearing and made a recommendation on the proposed zoning of such area; and

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

WHEREAS, after public hearing on August 28, 2012, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned and reclassified and changed from RO-Residential Office Zone to RD-Residential Development Zone:

all of Lots One (1) and Two (2), Sterling Estates Second Subdivision in the City of Grand Island, Hall County, Nebraska,

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-7 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

Approved as to Form	by _____
August 24, 2012	City Attorney

ORDINANCE NO. 9394 (Cont.)

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

Enacted: August 28, 2012.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk





# **City of Grand Island**

**Tuesday, August 28, 2012**

**Council Session**

## **Item F2**

### **#9395 - Consideration of Creating South Locust Business Improvement District 2012**

**Staff Contact: Marco Floreani**

# **Council Agenda Memo**

**From:** Marco Floreani, Community Development Administrator

**Meeting:** August 28, 2012

**Subject:** Consideration of Creating South Locust Business Improvement District 2012

**Item #'s:** F-2

**Presenter(s):** Marco Floreani, Community Development Administrator

## **Background**

At the City Council Meeting of August 14, 2012, the Council adopted a resolution of intent to create the one-year appointed South Locust Business Improvement District 2012, South Locust Street from Stolley Park Road to Fonner Park Road. A volunteer board for the District has been appointed and has identified the activities of the District, including pedestrian lighting, landscaping, and sidewalks. The goals include the continued redevelopment of South Locust into an appealing corridor and entrance into Grand Island.

State statute 19-4021, R.R.S. 1943, allows for the creation and implementation of a plan for improving the general architectural design of the public areas within the districts, the development of any public activities and promotion of public events, including the management and promotion and advocacy of retail trade activities or other promotional activities, and employing or contracting for personnel for any improvement program under the act. A one-year budget for the district has been created. Assessments for the one-year appointment of the District will be \$34,450.

## **Discussion**

This Consideration of Creating South Locust Business Improvement District 2012, South Locust Street from Stolley Park Road to Fonner Park Road. If approved this ordinance shall be in force and take effect from and after its passage, approval, and publication, in pamphlet form, within fifteen days in one issue of the *Grand Island Independent* as provided by law. Notification of Intent to Create the district has been mailed to all property owners in the District and was published in the *Grand Island Independent* on Saturday, August 18, 2012.

## **Alternatives**

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

1. Move to Approve consideration to create South Locust Street BID 2012
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 consideration of creating the South Locust Business Improvement District 2012.

## **Sample Motion**

Move to approve resolution of the intention to create South Locust Business Improvement District 2012.

## ORDINANCE NO. 9395

An ordinance establishing a business improvement district establishing the purpose of such district; describing the boundaries of such district; establishing that real property in the area will be subject to a special assessment; establishing a method of assessment; providing for a penalty for failure to pay the special assessment; repealing ordinances in conflict herewith; providing for severability; and providing for publication and the effective date of this ordinance.

HEREAS, the Business Improvement Board for Business Improvement District No. 4 (hereinafter South Locust Business Improvement District 2012) has recommended that the City of Grand Island create a business improvement district along South Locust Street with boundaries in the form hereinafter set forth; and

WHEREAS, on July 11, 2012, the Regional Planning Commission recommended approval of the creation of such a business improvement district,

WHEREAS, the City Council adopted Resolution 2012-217 on August 14, 2012, which was published on August 18, 2012 in the *Grand Island Independent* establishing the intention to create a business improvement district; and

WHEREAS, pursuant to said resolution, a notice of hearing was published and mailed as required by law, and public hearing duly held at 7:00 p.m. on August 28, 2012, in the Council Chambers at City Hall, 100 East First Street, Grand Island, Nebraska, concerning the formation of such districts; and

WHEREAS, the proposed business improvement district is located within the boundaries of an established area of the City zoned for business, public, or commercial purposes; and

WHEREAS, the City Council now finds and determines that a business improvement district should be created in accordance with the proposal contained in said resolution of August 14, 2012.

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

SECTION 1. There is hereby created and established a business improvement district pursuant to Chapter 19, Article 40, Revised Statutes of Nebraska, 1943, as amended, to be known as the South Locust Business Improvement District 2012 of the City of Grand Island, Nebraska.

ORDINANCE NO. 9395 (Cont.)

SECTION 2. The purpose, public improvement and facilities to be included in said district shall be:

- (A) Improvement of any public place or facility in the district area, including landscaping, physical improvements for decoration or security purposes, and plantings and maintenance, repair, and construction of any improvements or facilities authorized by the Business Improvement District Act, including, but not limited to, maintenance and improvement of the landscaped greenway; maintenance, repair, improvement and replacement of the sprinkler system in the greenway; regular mowing and trimming of the greenway; all facets of the purchase, care, and replacement of trees, shrubs, and grass and other decorative improvements; snow removal from the sidewalks parallel to S. Locust; purchase of equipment, materials, supplies or other expenses to accomplish the purposes of the district, and other incidental or ongoing expense as needed for the maintenance, improvement and beautification of the green belt area.
- (B) Employing or contracting for personnel, including administrators for any improvement program under the act, and providing for any service as may be necessary or proper to carry out the purposes of the act, including, but not limited to, employment of or contracting for personnel to accomplish the purposes of the district and to accomplish the goals and objectives of the

SECTION 3. The outer boundaries of South Locust Business Improvement

District 2012 are described as follows:

Beginning at the southeast corner of Section Twenty One (21), Township Eleven (11) North, range Nine (9) West of the 6<sup>th</sup> P.M. in Grand Island, Hall County, Nebraska; thence west on a line One Hundred (100.0) feet west of and parallel with the line common to Section 21-11-9 and Section 22-11-9 to the north line of the Southeast Quarter (SE1/4) of Section 21-11-9; thence east on the north line of the Southeast Quarter (SE1/4) of Section 21-11-9 and the north line of the Southwest Quarter (SW1/4) of Section 22-11-9 for distance of Two Hundred (200.0) feet; thence south on a line One Hundred (100.0) feet east of and parallel to the line common to Section 21-11-9 and section 22-11-9 to the south line of Section 22-11-9; thence west on the south line of Section 22-11-9 for a distance of One Hundred (100.0) feet to the point of beginning, as shown on the drawings dated May 28, 2002.

SECTION 4. The real property located within the boundaries of South Locust Business Improvement District 2012 shall be subject to special assessment as authorized by Chapter 19, Article 40, Sections 19-4015 through 19-4038, Revised Statutes of Nebraska, 1943,

as amended, also known as the Business Improvement District Act.

SECTION 5. The method of assessment to be imposed within said district shall be as follows:

- (A) The amount of special assessment for each property shall be calculated in accordance with the following formula:
  - The front footage of the individual real property adjacent to S. Locust Street within the district divided by total front footage of all assessable property in the district times the total special assessment equals individual special assessment.
  - The records owners of the front footages to be used in the above formula shall be the owners, as shown in the office of the Hall County Register of Deeds, in effect on the first day of January of the current year.
- (B) Notice of the proposed assessment shall be published as required by NE. Rev. Statutes Section 19-4030, as amended
- (C) The city council, sitting as a Board of Equalization, shall levy the special assessment on all properties at one time, in accordance with the method of assessment provided above. If the city council finds that the proposed method of assessment does not provide a fair and equitable method of apportioning costs, then it may assess the costs under method as the city council finds to be fair and equitable.
- (D) Said assessments shall be payable in one installment to become delinquent fifty (50) days after the date of such levy. Delinquent payments shall draw interest at the rate specified in the NE. Rev. Statutes 45-104.01, as amended. All special assessments shall be liens upon the property assessed.

SECTION 6. In the event requests to disestablish this business improvement district are made and filed with the city clerk within any (30) day period by record owners of over fifty percent (50%) of the assessable units in the district, as shown in the office of the Hall County Register of Deeds on the first day of January of the current year, the city council may disestablish the district by ordinance after hearing before the city council. The city council shall adopt a resolution of intention to disestablish the area at least fifteen days prior to the hearing. The resolution shall give the time and place of the hearing. After hearing, the city council may disestablish the district as provided in the Business Improvement District Act.

ORDINANCE NO. 9395 (Cont.)

SECTION 8. If any section, subsection sentence, phrase, or clause, of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 9. This ordinance shall be in force and take effect from and after its passage, approval and publication, in pamphlet for, within fifteen days in one issue of the *Grand Island Independent* as provided by law.

Adopted by the City Council of the City of Grand Island, Nebraska on August 28, 2012.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, August 28, 2012**

**Council Session**

## **Item F3**

### **#9396 – Consideration of Approving Salary Ordinance**

**Staff Contact: Brenda Sutherland**



# **Council Agenda Memo**

**From:** Brenda Sutherland, Human Resources Director

**Meeting:** August 28, 2012

**Subject:** Consideration of Approving Salary Ordinance

**Item #'s:** F - 3

**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.

## **Discussion**

An ordinance is being brought forward for Council consideration to support the salary table adjustment for non-union employees for the 2012/2013 fiscal year which represents a 2% increase. In addition, wages for Four IBEW groups – Finance, Utilities, Service/Clerical and Wastewater Treatment Plant are presented with a 2% increase. This is a result of newly negotiated labor agreements that have also been brought forward for Council consideration at this meeting.

Additionally, there are changes in the Ordinance to reflect the wages that have been agreed to by Council for the employees covered under the AFSCME and FOP labor agreements. The AFSCME wage scale will increase by 1.5% and the FOP wage scale will increase by 1.75%. Negotiations are underway for a new IAFF labor agreement and wages will be brought forward for Council consideration when negotiations are complete.

Also outlined in the salary ordinance is the negotiated amount for fire rated clothing for employees who are required to wear it to perform their duties in the utilities and finance departments. The amount shown for employees required to wear full F.R. clothing is \$600 per year and partial is \$350 per year. Affected employees may rent or purchase and will be reimbursed with proof of purchase.

A stipend for bilingual pay has been added to the IBEW Wastewater Treatment labor agreement. Employees who qualify may receive a \$1,000 annual stipend for proficiency

in a second language once the department director has deemed it appropriate and necessary for use in their department.

The wages represented in this proposed Ordinance are included in the proposed 2012/2013 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**

Recommend approval of Salary Ordinance No. 9396.

### **Sample Motion**

Motion to approve Salary Ordinance No. 9396.

## ORDINANCE NO. 9396

An ordinance to amend Ordinance 9381 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; ~~to add the classification and range of CADD Operator;~~ to amend the salary ranges of the employees covered under the IBEW Utilities labor agreement, the IBEW Finance labor agreement, the IBEW Service/Clerical labor agreement, the IBEW Wastewater Treatment labor agreement, the AFSCME labor agreement, the FOP labor agreement, to amend the salary ranges of non-union employees; and to add annual Fire Retardant clothing stipends for the IBEW – Utilities, IBEW – Finance, and the non-union position Meter Reader Supervisor; and to add bilingual pay for employees covered under the IBEW Wastewater Treatment labor agreement; and to repeal those portions of Ordinance No. 9381 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	<a href="#">21.9881/31.0033</a> <a href="#">22.4279/31.6234</a>	Exempt

Approved as to Form    ☐ \_\_\_\_\_  
                                       ☒ City Attorney

ORDINANCE NO. 9396 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accounting Technician – Solid Waste	<del>15.2625/20.0651</del> <a href="#">15.5678/20.4664</a>	40 hrs/week
Assistant to the City Administrator	<del>21.3879/30.1079</del> <a href="#">21.8156/30.7100</a>	Exempt
Assistant Utilities Director – Distribution	<del>41.4936/58.4045</del> <a href="#">42.3235/59.5726</a>	Exempt
Assistant Utilities Director – Production	<del>44.9328/63.2681</del> <a href="#">45.8314/64.5335</a>	Exempt
Assistant Utilities Director – Transmission	<del>44.9328/63.2681</del> <a href="#">45.8314/64.5335</a>	Exempt
Attorney	<del>27.3606/42.2161</del> <a href="#">27.9079/43.0605</a>	Exempt
Biosolids Technician	<del>17.3383/24.4065</del> <a href="#">17.6851/24.8946</a>	40 hrs/week
Building Department Director	<del>32.0513/45.6044</del> <a href="#">32.6923/46.5165</a>	Exempt
CADD Operator	<del>19.6892/27.7684</del> <a href="#">20.0830/28.3238</a>	40 hrs/week
Cemetery Superintendent	<del>18.6323/26.2314</del> <a href="#">19.0049/26.7560</a>	Exempt
City Administrator	<del>54.8239/77.1429</del> <a href="#">55.9204/78.6858</a>	Exempt
City Attorney	<del>37.8815/53.3170</del> <a href="#">38.6391/54.3834</a>	Exempt
City Clerk	<del>22.8836/32.2140</del> <a href="#">23.3413/32.8583</a>	Exempt
Civil Engineering Manager – Utility PCC	<del>32.5600/46.4896</del> <a href="#">33.2113/47.4194</a>	Exempt
Collection System Supervisor	<del>21.9678/31.2271</del> <a href="#">22.4072/31.8516</a>	40 hrs/week
Community Service Officer	<del>12.3118/16.7379</del>	40 hrs/week

ORDINANCE NO. 9396 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
	<a href="#"><u>12.5580/17.0727</u></a>	
Custodian – Library, Police	<del>11.2825/15.9214</del> <a href="#"><u>11.5082/16.2398</u></a>	40 hrs/week
Customer Service Representative – Part time	<del>8.1400/12.21000</del> <a href="#"><u>8.3028/12.4542</u></a>	40 hrs/week
Electric Distribution Superintendent	<del>31.7969/43.5795</del> <a href="#"><u>32.4329/44.4511</u></a>	Exempt
Electric Distribution Supervisor	<del>26.8518/36.8223</del> <a href="#"><u>27.3888/37.5598</u></a>	40 hrs/week
Electric Underground Superintendent	<del>28.3170/38.8176</del> <a href="#"><u>28.8834/39.5940</u></a>	Exempt
Electrical Engineer I	<del>25.7733/35.5718</del> <a href="#"><u>26.2888/36.2831</u></a>	Exempt
Electrical Engineer II	<del>29.8941/41.2189</del> <a href="#"><u>30.4920/42.0433</u></a>	Exempt
Emergency Management Deputy Director	<del>21.7338/29.7221</del> <a href="#"><u>22.1684/30.3155</u></a>	Exempt
Emergency Management Director	<del>30.9320/42.2873</del> <a href="#"><u>31.5506/43.1330</u></a>	Exempt
Engineering Technician - WWTP	<del>19.2002/27.1266</del> <a href="#"><u>19.5842/27.6691</u></a>	40 hrs/week
Equipment Operator - Solid Waste	<del>15.3864/21.6684</del> <a href="#"><u>15.6941/22.1018</u></a>	40 hrs/week
Finance Director	<del>36.3126/51.0998</del> <a href="#"><u>37.0389/52.1218</u></a>	Exempt
Fire Chief	<del>34.6459/49.0944</del> <a href="#"><u>35.3388/50.0763</u></a>	Exempt
Fire Division Chief	<del>28.3344/40.8994</del> <a href="#"><u>28.9011/41.7174</u></a>	Exempt
Fleet Services Shop Foreman	<del>19.5462/27.2283</del> <a href="#"><u>19.9371/27.7729</u></a>	40 hrs/week

ORDINANCE NO. 9396 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Golf Course Superintendent	<del>23.2091/33.4961</del> <a href="#">23.6733/34.1660</a>	Exempt
Grounds Management Crew Chief – Cemetery	<del>17.4024/24.4899</del> <a href="#">17.7504/24.9797</a>	40 hrs/week
Grounds Management Crew Chief – Parks	<del>17.9244/25.2244</del> <a href="#">18.2829/25.7289</a>	40 hrs/week
Human Resources Director	<del>32.7736/46.6931</del> <a href="#">33.4291/47.6270</a>	Exempt
Human Resources Benefits & Risk Management Coordinator	<del>17.5519/25.7936</del> <a href="#">17.9029/26.3095</a>	40 hrs/week
Human Resources Recruiter	<del>17.5519/25.7936</del> <a href="#">17.9029/26.3095</a>	40 hrs/week
Human Resources Specialist	<del>16.2210/22.8215</del> <a href="#">16.5454/23.2779</a>	40 hrs/week
Information Technology Manager	<del>29.4608/41.4516</del> <a href="#">30.0500/42.2806</a>	Exempt
Legal Secretary	<del>19.3020/25.9564</del> <a href="#">19.6880/26.4755</a>	40 hrs/week
Librarian I	<del>16.8600/23.4534</del> <a href="#">17.1973/23.9225</a>	Exempt
Librarian II	<del>18.6711/26.3024</del> <a href="#">19.0445/26.8284</a>	Exempt
Library Assistant I	<del>11.8132/16.2597</del> <a href="#">12.0495/16.5849</a>	40 hrs/week
Library Assistant II	<del>13.0138/17.9385</del> <a href="#">13.2741/18.2973</a>	40 hrs/week
Library Assistant Director	<del>21.2658/30.3114</del> <a href="#">21.6911/30.9176</a>	Exempt
Library Director	<del>28.7745/40.5034</del> <a href="#">29.3500/41.3135</a>	Exempt
Library Page	<del>7.5600/10.4599</del>	40 hrs/week

ORDINANCE NO. 9396 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
	<a href="#"><u>7.7112/10.6691</u></a>	
Library Secretary	<a href="#"><u>14.1331/20.0855</u></a> <a href="#"><u>14.4158/20.4872</u></a>	40 hrs/week
Maintenance Worker – Golf	<a href="#"><u>14.1865/20.0066</u></a> <a href="#"><u>14.4702/20.4067</u></a>	40 hrs/week
Manager of Engineering Services	<a href="#"><u>31.3695/45.0244</u></a> <a href="#"><u>31.9969/45.9249</u></a>	Exempt
Meter Reader Supervisor	<a href="#"><u>17.8435/25.1290</u></a> <a href="#"><u>18.2004/25.6316</u></a>	Exempt
Office Manager – Police Department	<a href="#"><u>15.4558/21.4088</u></a> <a href="#"><u>15.7649/21.8370</u></a>	40 hrs/week
Parks and Recreation Director	<a href="#"><u>32.5449/45.7755</u></a> <a href="#"><u>33.1958/46.6910</u></a>	Exempt
Parks Superintendent	<a href="#"><u>22.7411/32.1631</u></a> <a href="#"><u>23.1960/32.8064</u></a>	Exempt
Payroll Specialist	<a href="#"><u>16.2210/22.8215</u></a> <a href="#"><u>16.5454/23.2779</u></a>	40 hrs/week
Planning Director	<a href="#"><u>32.2698/45.3986</u></a> <a href="#"><u>32.9151/46.3066</u></a>	Exempt
Police Captain	<a href="#"><u>27.2486/38.3293</u></a> <a href="#"><u>27.7936/39.0959</u></a>	Exempt
Police Chief	<a href="#"><u>34.6459/49.0944</u></a> <a href="#"><u>35.3388/50.0763</u></a>	Exempt
Power Plant Maintenance Supervisor	<a href="#"><u>28.5419/40.1479</u></a> <a href="#"><u>29.1128/40.9509</u></a>	Exempt
Power Plant Operations Supervisor	<a href="#"><u>29.7110/42.7758</u></a> <a href="#"><u>30.3053/43.6313</u></a>	Exempt
Power Plant Superintendent – Burdick	<a href="#"><u>32.5404/45.7903</u></a> <a href="#"><u>33.1911/46.7060</u></a>	Exempt
Power Plant Superintendent – PGS	<a href="#"><u>37.5140/52.7646</u></a> <a href="#"><u>38.2643/53.8199</u></a>	Exempt

ORDINANCE NO. 9396 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Project Manager – Public Works	<del>28.9275/40.7000</del> <a href="#">29.5060/41.5140</a>	Exempt
Public Information Officer	<del>20.4314/28.7545</del> <a href="#">20.8400/29.3296</a>	Exempt
Public Works Director	<del>36.4524/51.2964</del> <a href="#">37.1814/52.3223</a>	Exempt
Public Works Engineer	<del>30.2000/42.5000</del> <a href="#">30.8040/43.3500</a>	Exempt
Receptionist	<del>12.6170/18.2540</del> <a href="#">12.8693/18.6191</a>	40 hrs/week
Recreation Coordinator	<del>16.4835/22.9955</del> <a href="#">16.8131/23.4554</a>	Exempt
Recreation Superintendent	<del>21.2963/30.5555</del> <a href="#">21.7221/31.1666</a>	Exempt
Regulatory and Environmental Manager	<del>28.1473/39.5929</del> <a href="#">28.7103/40.3848</a>	Exempt
Senior Accountant	<del>26.7806/37.2813</del> <a href="#">27.3163/38.0269</a>	Exempt
Senior Electrical Engineer	<del>32.7126/45.1058</del> <a href="#">33.3669/46.0079</a>	Exempt
Senior Public Safety Dispatcher	<del>16.4835/22.5275</del> <a href="#">16.8132/22.9781</a>	40 hrs/week
Senior Utility Secretary	<del>14.5757/20.8130</del> <a href="#">14.8672/21.2293</a>	40 hrs/week
Shooting Range Superintendent	<del>21.2963/30.5555</del> <a href="#">21.7221/31.1666</a>	Exempt
Solid Waste Division Clerk - Full Time	<del>14.5401/19.4750</del> <a href="#">14.8309/19.8645</a>	40 hrs/week
Solid Waste Division Clerk - Part Time	<del>12.9463/17.6842</del> <a href="#">13.2052/18.0379</a>	40 hrs/week
Solid Waste Foreman	<del>16.1559/22.7331</del>	40 hrs/week



ORDINANCE NO. 9396 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
	<a href="#"><u>16.4790/23.1878</u></a>	
Solid Waste Superintendent	<a href="#"><u>23.3808/32.9011</u></a> <a href="#"><u>23.8484/33.5591</u></a>	Exempt
Street Superintendent	<a href="#"><u>23.9113/34.8086</u></a> <a href="#"><u>24.3895/35.5048</u></a>	Exempt
Street Foreman	<a href="#"><u>18.8034/26.7195</u></a> <a href="#"><u>19.1795/27.2539</u></a>	40 hrs/week
Turf Management Specialist	<a href="#"><u>20.8588/29.5279</u></a> <a href="#"><u>21.2760/30.1185</u></a>	40 hrs/week
Utilities Director	<a href="#"><u>52.8795/75.7733</u></a> <a href="#"><u>53.9371/77.2888</u></a>	Exempt
Utility Production Engineer	<a href="#"><u>33.4540/47.0808</u></a> <a href="#"><u>34.1231/48.0224</u></a>	Exempt
Utility Services Manager	<a href="#"><u>27.2181/37.8815</u></a> <a href="#"><u>27.7625/38.6391</u></a>	Exempt
Utility Warehouse Supervisor	<a href="#"><u>22.2019/31.0134</u></a> <a href="#"><u>22.6459/31.6337</u></a>	40 hrs/week
Victim Assistance Unit Coordinator	<a href="#"><u>12.7696/17.9792</u></a> <a href="#"><u>13.0250/18.3388</u></a>	40 hrs/week
Wastewater Engineering/Operations Superintendent	<a href="#"><u>26.0989/36.9251</u></a> <a href="#"><u>26.6209/37.6636</u></a>	Exempt
Wastewater Plant Chief Operator	<a href="#"><u>19.2816/27.1774</u></a> <a href="#"><u>19.6672/27.7209</u></a>	40 hrs/week
Wastewater Plant Engineer	<a href="#"><u>31.3695/45.0244</u></a> <a href="#"><u>31.9969/45.9249</u></a>	Exempt
Wastewater Plant Operations Engineer	<a href="#"><u>30.2000/42.5000</u></a> <a href="#"><u>30.8040/43.3500</u></a>	Exempt
Wastewater Plant Maintenance Supervisor	<a href="#"><u>23.3109/31.3899</u></a> <a href="#"><u>23.7771/32.0177</u></a>	40 hrs/week
Wastewater Plant Process Supervisor	<a href="#"><u>24.1656/32.5804</u></a> <a href="#"><u>24.6489/33.2320</u></a>	40 hrs/week

ORDINANCE NO. 9396 (Cont.)

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Water Superintendent	<a href="#"><u>24.6449/34.8086</u></a> <a href="#"><u>25.1378/35.5048</u></a>	Exempt
Water Supervisor	<a href="#"><u>21.2759/30.6573</u></a> <a href="#"><u>21.7014/31.2704</u></a>	40 hrs/week
Worker / Seasonal	7.2500/20.0000	Exempt
Worker / Temporary	7.2500/20.0000	40 hrs/week

A shift differential of \$0.10 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. 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:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Equipment Operator – Streets	<a href="#"><u>14.3613/21.2743</u></a> <a href="#"><u>14.5767/21.5934</u></a>	40 hrs/week
Fleet Services Mechanic	<a href="#"><u>16.3825/24.2718</u></a> <a href="#"><u>16.6282/24.6359</u></a>	40 hrs/week
Horticulturist	<a href="#"><u>15.1638/22.5063</u></a> <a href="#"><u>15.3913/22.8439</u></a>	40 hrs/week
Maintenance Worker – Cemetery	<a href="#"><u>14.2525/21.1310</u></a> <a href="#"><u>14.4663/21.4480</u></a>	40 hrs/week

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<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Maintenance Worker – Parks	<a href="#"><u>14.1574/21.0022</u></a> <a href="#"><u>14.3698/21.3172</u></a>	40 hrs/week
Maintenance Worker – Streets	<a href="#"><u>13.8581/20.5436</u></a> <a href="#"><u>14.0660/20.8518</u></a>	40 hrs/week
Senior Equipment Operator – Streets	<a href="#"><u>15.7348/23.3375</u></a> <a href="#"><u>15.9708/23.6876</u></a>	40 hrs/week
Senior Maintenance Worker – Streets	<a href="#"><u>15.7348/23.3375</u></a> <a href="#"><u>15.9708/23.6876</u></a>	40 hrs/week
Traffic Signal Technician	<a href="#"><u>15.7348/23.3375</u></a> <a href="#"><u>15.9708/23.6876</u></a>	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 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:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accounting Clerk	<a href="#"><u>14.6738/19.4178</u></a> <a href="#"><u>14.9673/19.8062</u></a>	40 hrs/week
Cashier	<a href="#"><u>13.4680/18.3525</u></a> <a href="#"><u>13.7374/18.7196</u></a>	40 hrs/week
Custodian	<a href="#"><u>15.7268/18.5712</u></a> <a href="#"><u>16.0413/18.9426</u></a>	40 hrs/week
Electric Distribution Crew Chief	<a href="#"><u>28.7270/36.5353</u></a> <a href="#"><u>29.3015/37.2660</u></a>	40 hrs/week
Electric Underground Crew Chief	<a href="#"><u>28.7270/36.5353</u></a> <a href="#"><u>29.3015/37.2660</u></a>	40 hrs/week
Engineering Technician I	<a href="#"><u>18.1032/25.9023</u></a> <a href="#"><u>18.4653/26.4203</u></a>	40 hrs/week

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<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Engineering Technician II	<a href="#"><u>22.3791/30.6848</u></a> <a href="#"><u>22.8267/31.2985</u></a>	40 hrs/week
GIS Coordinator	<a href="#"><u>23.0246/32.3083</u></a> <a href="#"><u>23.4851/32.9545</u></a>	40 hrs/week
Instrument Technician	<a href="#"><u>27.0030/35.6731</u></a> <a href="#"><u>27.5431/36.3866</u></a>	40 hrs/week
Lineworker Apprentice	<a href="#"><u>17.5111/25.6767</u></a> <a href="#"><u>17.8613/26.1902</u></a>	40 hrs/week
Lineworker First Class	<a href="#"><u>26.5428/31.3925</u></a> <a href="#"><u>27.0737/32.0204</u></a>	40 hrs/week
Materials Handler	<a href="#"><u>21.8556/29.2968</u></a> <a href="#"><u>22.2927/29.8827</u></a>	40 hrs/week
Meter Reader	<a href="#"><u>15.7469/20.5343</u></a> <a href="#"><u>16.0618/20.9450</u></a>	40 hrs/week
Meter Technician	<a href="#"><u>21.1717/26.1661</u></a> <a href="#"><u>21.5951/26.6894</u></a>	40 hrs/week
Power Dispatcher I	<a href="#"><u>26.5134/36.8640</u></a> <a href="#"><u>27.0437/37.6013</u></a>	40 hrs/week
Power Dispatcher II	<a href="#"><u>27.8474/38.7126</u></a> <a href="#"><u>28.4043/39.4869</u></a>	40 hrs/week
Power Plant Maintenance Mechanic	<a href="#"><u>25.0977/31.2514</u></a> <a href="#"><u>25.5997/31.8764</u></a>	40 hrs/week
Power Plant Operator	<a href="#"><u>29.6493/34.5364</u></a> <a href="#"><u>30.2423/35.2271</u></a>	40 hrs/week
Senior Accounting Clerk	<a href="#"><u>16.4937/21.6054</u></a> <a href="#"><u>16.8236/22.0375</u></a>	40 hrs/week
Senior Engineering Technician	<a href="#"><u>28.3158/34.6522</u></a> <a href="#"><u>28.8821/35.3452</u></a>	40 hrs/week
Senior Materials Handler	<a href="#"><u>25.1644/32.8236</u></a> <a href="#"><u>25.6677/33.4801</u></a>	40 hrs/week
Senior Meter Reader	<a href="#"><u>18.6499/22.1352</u></a> <a href="#"><u>19.0229/22.5779</u></a>	40 hrs/week

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<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Senior Power Dispatcher	<a href="#"><u>32.2133/44.2057</u></a> <a href="#"><u>32.8576/45.0898</u></a>	40 hrs/week
Senior Power Plant Operator	<a href="#"><u>29.2327/37.4754</u></a> <a href="#"><u>29.8174/38.2249</u></a>	40 hrs/week
Senior Substation Technician	<a href="#"><u>34.4193/35.6731</u></a> <a href="#"><u>35.1077/36.3866</u></a>	40 hrs/week
Senior Water Maintenance Worker	<a href="#"><u>20.4500/26.9280</u></a> <a href="#"><u>20.8590/27.4666</u></a>	40 hrs/week
Substation Technician	<a href="#"><u>31.8632/33.1281</u></a> <a href="#"><u>32.5005/33.7907</u></a>	40 hrs/week
Systems Technician	<a href="#"><u>28.0805/35.6731</u></a> <a href="#"><u>28.6421/36.3866</u></a>	40 hrs/week
Tree Trim Crew Chief	<a href="#"><u>25.1546/31.2384</u></a> <a href="#"><u>25.6577/31.8632</u></a>	40 hrs/week
Utility Electrician	<a href="#"><u>25.2079/33.1281</u></a> <a href="#"><u>25.7121/33.7907</u></a>	40 hrs/week
Utility Technician	<a href="#"><u>24.6204/34.6321</u></a> <a href="#"><u>25.1128/35.3247</u></a>	40 hrs/week
Utility Warehouse Clerk	<a href="#"><u>18.1921/22.4447</u></a> <a href="#"><u>18.5559/22.8936</u></a>	40 hrs/week
Water Maintenance Worker	<a href="#"><u>17.0380/23.5619</u></a> <a href="#"><u>17.3788/24.0331</u></a>	40 hrs/week
Wireworker I	<a href="#"><u>19.1407/27.0649</u></a> <a href="#"><u>19.5235/27.6062</u></a>	40 hrs/week
Wireworker II	<a href="#"><u>26.5428/31.3925</u></a> <a href="#"><u>27.0737/32.0204</u></a>	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

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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:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	
Police Officer	<a href="#"><u>17.8037/24.8884</u></a> <a href="#"><u>18.1153/25.3239</u></a>	
Police Sergeant	<a href="#"><u>22.2831/30.5330</u></a> <a href="#"><u>22.6731/31.0673</u></a>	

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 fifty (50) 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)

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hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant. Any 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:

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Fire Captain	16.9624/23.5195	212 hrs/28 days
Firefighter / EMT	12.6022/18.2885	212 hrs/28 days
Firefighter / Paramedic	14.0702/19.8718	212 hrs/28 days

IAFF employees will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period.

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

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accounting Technician – WWTP	<del>14.5040/20.4084</del> <u>14.7941/20.8166</u>	40 hrs/week

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Equipment Operator – WWTP	<del>16.4663/23.1698</del> <a href="#">16.7956/23.6332</a>	40 hrs/week
Maintenance Mechanic I	<del>16.4663/23.1698</del> <a href="#">16.7956/23.6332</a>	40 hrs/week
Maintenance Mechanic II	<del>18.4369/25.9426</del> <a href="#">18.8056/26.4615</a>	40 hrs/week
Maintenance Worker – WWTP	<del>16.4663/23.1698</del> <a href="#">16.7956/23.6332</a>	40 hrs/week
Senior Equipment Operator – WWTP	<del>17.7987/25.0445</del> <a href="#">18.1547/25.5454</a>	40 hrs/week
Wastewater Clerk	<del>12.3898/17.4334</del> <a href="#">12.6376/17.7821</a>	40 hrs/week
Wastewater Plant Laboratory Technician	<del>17.4796/24.5955</del> <a href="#">17.8292/25.0874</a>	40 hrs/week
Wastewater Plant Operator I	<del>14.7271/20.7227</del> <a href="#">15.0216/21.1372</a>	40 hrs/week
Wastewater Plant Operator II	<del>16.4663/23.1698</del> <a href="#">16.7956/23.6332</a>	40 hrs/week

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

<b>Classification</b>	<b>Hourly Pay Range Min/Max</b>	<b>Overtime Eligibility</b>
Accounting Technician – Streets	<del>15.5354/20.7381</del> <a href="#">15.8461/21.1529</a>	40 hrs/week
Accounts Payable Clerk	<del>14.7357/21.3196</del> <a href="#">15.0304/21.7460</a>	40 hrs/week
Administrative Assistant	<del>15.3277/21.9842</del>	40 hrs/week



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	<a href="#"><u>15.6343/22.4239</u></a>	
Audio Video Technician	<del>15.4730/21.8284</del> <a href="#"><u>15.7825/22.2650</u></a>	40 hrs/week
Building Inspector	<del>19.1389/27.1558</del> <a href="#"><u>19.5217/27.6989</u></a>	40 hrs/week
Building Secretary	<del>14.4242/20.4992</del> <a href="#"><u>14.7127/20.9092</u></a>	40 hrs/week
Community Development Administrator	<del>16.6985/24.0093</del> <a href="#"><u>17.0325/24.4895</u></a>	40 hrs/week
Community Development Specialist	<del>15.3277/21.9842</del> <a href="#"><u>15.6343/22.4239</u></a>	40 hrs/week
Computer Operator	<del>18.6196/24.4767</del> <a href="#"><u>18.9920/24.9662</u></a>	40 hrs/week
Computer Programmer	<del>21.2365/31.1227</del> <a href="#"><u>21.6612/31.7452</u></a>	40 hrs/week
Computer Technician	<del>19.1782/25.2114</del> <a href="#"><u>19.5618/25.7156</u></a>	40 hrs/week
Electrical Inspector	<del>19.1389/27.1558</del> <a href="#"><u>19.5217/27.6989</u></a>	40 hrs/week
Emergency Management Coordinator	<del>14.4242/20.4992</del> <a href="#"><u>14.7127/20.9092</u></a>	40 hrs/week
Engineering Technician – Public Works	<del>19.6892/27.7684</del> <a href="#"><u>20.0830/28.3238</u></a>	40 hrs/week
Evidence Technician	<del>14.3204/20.9561</del> <a href="#"><u>14.6068/21.3752</u></a>	40 hrs/week
Finance Secretary	<del>14.4242/20.4992</del> <a href="#"><u>14.7127/20.9092</u></a>	40 hrs/week
GIS Coordinator	<del>21.8310/30.6333</del> <a href="#"><u>22.2676/31.2460</u></a>	40 hrs/week
Maintenance Worker I – Building, Library	<del>15.0473/20.3642</del> <a href="#"><u>15.3482/20.7715</u></a>	40 hrs/week
Maintenance Worker II – Building, Police	<del>15.8573/21.4961</del> <a href="#"><u>16.1744/21.9260</u></a>	40 hrs/week

ORDINANCE NO. 9396 (Cont.)

Parks and Recreation Secretary	<del>14.4242/20.4992</del> <a href="#">14.7127/20.9092</a>	40 hrs/week
Planning Secretary	<del>14.4242/20.4992</del> <a href="#">14.7127/20.9092</a>	40 hrs/week
Planning Technician	<del>19.7483/27.7850</del> <a href="#">20.1433/28.3407</a>	40 hrs/week
Plans Examiner	<del>19.1389/27.1558</del> <a href="#">19.5217/27.6989</a>	40 hrs/week
Plumbing Inspector	<del>19.1389/27.1558</del> <a href="#">19.5217/27.6989</a>	40 hrs/week
Police Records Clerk – Full Time	<del>12.8769/17.9239</del> <a href="#">13.1344/18.2824</a>	40 hrs/week
Public Safety Dispatcher	<del>14.5384/21.2365</del> <a href="#">14.8292/21.6612</a>	40 hrs/week
Shooting Range Operator	<del>19.9799/27.0830</del> <a href="#">20.3795/27.6247</a>	40 hrs/week
Stormwater Technician	<del>19.6892/27.7684</del> <a href="#">20.0830/28.3238</a>	40 hrs/week
Utility Secretary	<del>14.4242/20.4992</del> <a href="#">14.7127/20.9092</a>	40 hrs/week

A shift differential of \$0.10 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. 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 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. 9396 (Cont.)

stated above. All employees covered by the IAFF labor agreement shall be paid a clothing and uniform allowance in addition to regular salary in the amount of \$484.00 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 IBEW Utilities, Finance, ~~and~~ Service/Clerical and Wastewater Treatment Plant labor agreements may receive an annual stipend not to exceed \$1,000 for bilingual pay.

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

ORDINANCE NO. 9396 (Cont.)

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-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, Electric Underground Superintendent, and Engineering Technician Supervisor 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 agreement 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 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 shall receive a tool allowance of \$10 biweekly.

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

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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  $47\% \times 1039$  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 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  $38\% \times 1,576$  hours = 598.88 hours). 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 hundred ninety-nine hours (calculated at  $37.5\% \times 1064$  hours = 399 hours). Employees covered by the IBEW Service/Clerical labor agreement shall have a contribution to a VEBA made on their behalf in lieu of payment for forty percent (40%) 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 hours (calculated at  $40\% \times 1084$  hours = 433.60 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  $50\% \times 1084$  = 542). The amount of contribution will be based upon the employee's salary at the time of retirement. All employees covered by the AFSCME labor agreement shall be paid

ORDINANCE NO. 9396 (Cont.)

forty-five (45%) 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 seventy-eight and eighty hundredths hours (calculated at  $45\% \times 1064 \text{ hours} = 478.80 \text{ hours}$ ). 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 five hours (calculated at  $37.5\% \times 1,080 \text{ hours} = 405 \text{ hrs.}$ ), based on the employee's salary at the time of retirement. If death occurs while in the line of duty, employees covered under the FOP labor agreement shall be paid fifty percent (50%) of their accumulated medical leave bank at the time of their death, not to exceed five hundred forty hours ( $50\% \times 1,080 \text{ hours} = 540 \text{ hrs.}$ ), 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

ORDINANCE NO. 9396 (Cont.)

the IBEW Service/Clerical labor agreement shall have a contribution made on their behalf to the VEBA account of \$15 per pay period.

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 8, 2012](#).

SECTION 13. Those portions of Ordinance No. 9381 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: August 28, 2012.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, August 28, 2012**

**Council Session**

## **Item G1**

### **Approving Minutes of August 14, 2012 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**



## CITY OF GRAND ISLAND, NEBRASKA

### MINUTES OF CITY COUNCIL REGULAR MEETING

August 14, 2012

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 14, 2012. Notice of the meeting was given in *The Grand Island Independent* on August 8, 2012.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Chuck Haase, Larry Carney, Bob Niemann, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Scott Dugan, Vaughn Minton, and John Gericke. The following City Officials were present: City Administrator Mary Lou Brown, Acting City Clerk Brenda Sutherland, City Attorney Robert Sivick, Interim Public Works Director Terry Brown and Finance Director Jaye Monter.

INVOCATION was given by Pastor Jay Vetter, Trinity United Methodist Church, 511 N. Elm Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Vavricek introduced Community Youth Council member Bethany Hollman and Board member Jared Stockwell.

#### PRESENTATIONS AND PROCLAMATIONS:

Recognition of Patti Buettner, Parks and Recreation Secretary for 30 Years of Service with the City of Grand Island. Mayor Vavricek and the City Council recognized Patti Buettner, Parks and Recreation Secretary for 30 years of service with the City of Grand Island. Ms. Buettner was present for the recognition.

Recognition of Police Chief Steve Lamken for Receiving the Golden Spike Award from the Union Pacific Railroad. Chief Lamken spoke about the award and recognized the work the City's patrol officers who help support the Union Pacific police around the railroad tracks.

Recognition of the Grand Theatre Neon Sign. Craig Hand spoke about the Grand Theatre redevelopment and introduced his board members and volunteers. Judy Humiston led the audience in singing, "God Bless America".

#### PUBLIC HEARINGS:

Public Hearing on Request from Roger Luebbe for a Conditional Use Permit for a Parking Lot Located at 1311 South Stuhr Road. Building Department Director Craig Lewis reported that Roger Luebbe had submitted an application for a Conditional Use Permit for a parking lot located at 1311 South Stuhr Road. The 36 acre tract of land located east of Stuhr Road was undeveloped and would be utilized as parking for the State Fair and possibly other events. Recommended were the following conditions: minimum 10' setback from the property line before any parking begins; limited access to the site in two drives as approved by the Public Works department; and any parking lot lighting provided shall comply with the National Electric Code and be permitted and inspected by City electrical inspectors. Staff recommended approval.

Joseph McDermott, representing the Nebraska State Fair, 4117 Fleetwood, Grand Island, NE spoke in support. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located at 2302 Gateway Avenue (Jimmy Slack and Suzanne Shoemaker). Utilities Director Tim Luchsinger reported that the easement will allow replacement of overhead service lines to two properties. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement Located on the East Side of Highway 30 and North of Reuting Road (Exeter 12153 DE, LLC). Utilities Director Tim Luchsinger reported that the easement will allow underground service to the building on that property. Staff recommended approval. No public testimony was heard.

Public Hearing on Redevelopment Area #10 for Property Located East of South Locust Street and South of Bismark Road. Regional Planning Director Chad Nabity reported that Larry Fowle commissioned a Blight and Substandard study for proposed Redevelopment Area No. 10 which included approximately 7.5 acres in southeast Grand Island between Bismark Road and Phoenix Street and along Kimball and Oak Street. Based on the study there were sufficient criteria present to declare Area #10 as Blighted and Substandard. Staff recommended approval. No public testimony was heard.

Public Hearing on Redevelopment Area #11 for Property located South of Capital Avenue between Broadwell Avenue and Wheeler Avenue Encompassing the Veteran's Home. Regional Planning Director Chad Nabity reported that Pridon LLC by RDG Planning and Design commissioned a Blight and Substandard Study for proposed Redevelopment Area No. 11 which included approximately 27 acres of property in north central Grand Island encompassing the Veterans Hospital Campus south of Capital Avenue between Broadwell and Wheeler. Based on the study there were sufficient criteria present to declare Area #11 as Blighted and Substandard. Staff recommended approval. Paul Wicht, 936 S. Kimball, Grand Island NE spoke in support. No further public testimony was heard.

Public Hearing on Amendment to the 2011-2012 Budget. Finance Director Jaye Monter reported that Amendment #1 was needed due to the refinancing of utility revenue bonds. The City is required to document the disbursement and revenue that is a result of the utility bond refinancing. The average interest rate on the 2001 bonds was 4.95% and the average interest rate on the new 2012 bonds is 2.2%. The refinancing appropriation not budgeted was \$20,695,406 and is included in Amendment #1. 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:

#9392 – Consideration of Amendment to the 2011-2012 Budget

#9393 – Consideration of Suburban Water Rates

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 voted aye. Motion adopted.

#9392 – Consideration of Amendment to the 2011-2012 Budget.

Motion by Councilmember Dugan, second by Councilmember Haase to approve Ordinance #9392.

City Clerk: Ordinance #9392 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 #9392 on final passage. All those in favor of the passage of this ordinance on final passage, 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 #9392 is declared to be lawfully adopted upon publication as required by law.

#9393 – Consideration of Suburban Water Rates

Utilities Director Tim Luchsinger reported that staff is recommending a suburban water rate of a 20% increase over the in-town usage rate once the customer has gone past the first 500 cubic feet of water usage. Approximately 71 customers outside of City limits are served by City water. Most of these customers were forced to use City water due to their water being contaminated. Councilmember Carney questioned the need for such a small rate of return. Council President Gilbert spoke to the philosophy of outside citizens getting City services without helping to support those services and the value that they would later receive if they are annexed. Councilmembers Carney, Nickerson and Gericke spoke in opposition

Motion by Councilmember Carney, second by Council President Gilbert to approve Ordinance #9393.

City Clerk: Ordinance #9393 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Haase, Niemann, Ramsey, Gilbert, Minton, Dugan and Donaldson voted aye. Councilmembers Carney, Gericke and Nickerson voted nay. Motion adopted.

City Clerk: Ordinance #9393 on final passage. All those in favor of the passage of this ordinance on final passage, answer roll call vote. Upon roll call vote, Councilmembers Haase, Niemann, Ramsey, Gilbert, Minton, Dugan and Donaldson voted aye. Councilmembers Carney, Gericke and Nickerson voted nay. Motion adopted.

Mayor Vavricek: By reason of the roll call votes on first reading and then upon final passage, Ordinance #9393 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Agenda items G-3, G-14 and G-21 was pulled for further discussion. Motion by Councilmember Ramsey, second by Councilmember Niemann to approve the Consent Agenda excluding item G-3, G-14 and G-21. Upon roll call vote, all voted aye. Motion adopted.

Approving Appointments of Councilmember Vaughn Minton to the Community Redevelopment Authority (CRA) Board.

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

Approving Liquor Manager Designations for Brian Fausch, 1404 Meadow Road for Pump & Pantry's #2, #3, #6, #8, #10, #11, #15, #42, #43, and #44 in Grand Island, NE. Brandi Bosselman, 963 E. Shimmer Dr., Grand Island, NE said that she was at the meeting to answer any questions and mentioned programs they have in place for compliance. Motion was made by Council President Gilbert and second by Councilmember Niemann to approve. Upon roll call vote, all voted aye. Motion adopted.

#2012-199 – Approving Acquisition of Utility Easement Located at 2302 Gateway Avenue (Jimmy Slack and Suzanne Shoemaker).

#2012-200 – Approving Acquisition of Utility Easement Located on the East Side of Highway 30 and North of Reuting Road (Exeter 12153 DE, LLC).

#2012-201 – Approving Amendment to the Interconnection Agreement with Nebraska Public Power District (NPPD).

#2012-202 – Approving Access Agreement with Union Pacific Railroad Located at 1219 West North Front Street.

#2012-203 – Approving Bid Award for Liquid Ortho-Polyphosphate for Corrosion Control with Carus Phosphates, Inc. of Peru, IL in an Amount not to exceed \$19.72 per million gallons of water treated, estimated annual amount of \$88,740.00.

#2012-204 – Approving Bid Award for Water Main Districts 464 & 465 – Wildwood Subdivision with The Diamond Engineering Company of Grand Island, NE in an Amount of \$350,547.94.

#2012-205 – Approving Bid Award for Vacuum, Blast Cleaning and High Pressure Wash – Fall Outage, 2012 at Platte Generating Station with Meylan Enterprises, Inc. of Omaha, NE in an Amount of \$101,956.88.

#2012-206 – Approving Agreement with Olsson Associates of Grand Island, NE for Professional Services Related to the Extension of Sanitary Sewer System from Wildwood Subdivision to Interstate 80 (District No. 530T) and Construction Phase Services for Sewer/Paving in Wildwood Subdivision (District No. 528) in an Amount of \$235,150.00.

#2012-207 – Approving Change Order No. 1 for Asphalt Resurfacing Project 2012-AC-1 with Gary Smith Construction Co., Inc. of Grand Island, NE for a decrease of \$12,053.30 and a Revised Contract Amount of \$297,914.40.

#2012-208 – Approving Redevelopment Area #10 for Property Located East of South Locust Street and South of Bismark Road.

#2012-209 – Approving Redevelopment Area #11 for Property Located South of Capital Avenue between Broadwell Avenue and Wheeler Avenue Encompassing the Veteran’s Hospital. Motion was made by Councilmember Dugan and second by Councilmember Minton to approve. There was discussion as to why an area on the map was cut out of the blighted and substandard area. Planning Director Chad Nabity explained that it was a private study paid for by Pridon only on the property owned by the Veteran’s Hospital. There was also discussion about what percentage of the City would be designated blighted and substandard. Director Nabity said it was 17%. Councilmember Haase questioned what the appropriate percentage of total valuation of the community should be blighted and substandard. Director Nabity said that is a Council decision. Councilmembers Minton, Gericke and Carney had questions about the project. Nabity says this will be a 7 – 8 year TIF program and will be exempt from the current exemption. Upon roll call vote, all voted aye. Motion adopted

#2012-210 – Approving Purchase of a 2013 Ford Taurus on state Contract for the Fire Department with Anderson Ford of Lincoln, NE in an Amount of \$23,513.00.

#2012-211– Approving Physio Control Monitors Maintenance Contract for Three Years.

#2012-212 – Approving Payment of Repair to Fire Engine 1 with FYR-TEK of Gothenburg, NE in an Amount of \$31,360.35.

#2012-213 – Approving Bid Award for Backup Emergency Generators with Middleton Electric of Grand Island, NE in an Amount of \$76,156.00.

#2012-214 – Approving Bid Award for 2012 or Newer, Heavy Duty Rescue/Pumper with Smeal Fire Apparatus Company of Snyder, NE in an Amount of \$503,128.00.

#2012-215 – Approving Bid Award for Re-Chassis Type III Ambulance with Arrow Manufacturing of Rock Rapids, IA in an Amount of \$131,400.00.

#2012-216 – Approving Memorandum of Understanding with Hall County for Temporary Holding on Inmates and Detainees. Chief Lamken stated that the original memorandum of understanding referred to the Public Safety Center and the M.O.U. has now been changed to the Law Enforcement Center which is the correct name of the building. Motion by Councilmember Ramsey and second by Councilmember Niemann to approve. Upon roll call vote, all voted aye. Motion adopted.

#### REQUESTS AND REFERRALS:

Consideration of Request from Roger Luebbe for a Conditional Use Permit for a Parking Lot Located at 1311 South Stuhr Road. This item related to the aforementioned Public Hearing.

Motion by Council President Gilbert, second by Councilmember Donaldson to approve the request from Roger Luebbe for a Conditional Use Permit for a parking lot located at 1311 South Stuhr Road with the following conditions: minimum 10’ setback from the property line before

any parking begins; limited access to the site in two drives as approved by the Public Works department; and any parking lot lighting provided shall comply with the National Electric Code and be permitted and inspected by City electrical inspectors. Joseph McDermott was asked questions by Councilmembers about the ability to get across, an admission gate on that end of the fair grounds and if there will be a fee for parking at that location. Mr. McDermott said the police department will be present to slow down traffic and help accommodate, that there would be a shuttle available but most would probably walk across. He also said that there is an admission gate at that end of the fair grounds and that there is no fee to park on that lot. Upon roll call vote, all voted aye. Motion adopted.

#### RESOLUTIONS:

#2012-138 – Consideration of Amending Resolution #2012-138 Regarding Economic Development Program Ballot Language. City Attorney Robert Sivick reported that the More Good Jobs for Grand Island committee requested minor language changes to the ballot language for LB840. The administration has approved the changes with the exception of changes relative to language about utility funds being able to be used. Steve Lee, 3406 S. Blaine St. Grand Island, NE spoke in support of the resolution. Marlan Ferguson, 2808 Apache Rd., Grand Island NE spoke in support of the ballot language changes also.

Motion by Councilmember Niemann, second by Councilmember Ramsey to approve Resolution #2012-138. Upon roll call vote, all voted aye. Motion adopted.

#2012-217 – Consideration of Approving Resolution of Intent to Create Business Improvement District 2012 – Stolley Park Road to Fonner Park Road and Proposed 2012-2013 Budget. Community Development Administrator Marco Floreani reported that this is the 4<sup>th</sup> step in the process to create the B.I.D. Scott Zana, 209 Lakeside Dr., Grand Island, Ne spoke in support.

Motion by Council President Gilbert, second by Councilmember Niemann to approve Resolution #2012-217. Upon roll call vote, all voted aye. Motion adopted.

#2012-218 – Consideration of approving Wireless Network Upgrade Contract. Finance Director Jaye Monter reported that Andrew Dewey with Dewey's Computer Service would present information to the Council with respect to the wireless upgrade project. Mr. Dewey said that our current network is becoming obsolete. The proposed system will replace our current network and increase network speed. This network will connect three additional sites. Recommending Calhoun Communications, Inc. of Sioux City, Iowa for the project in the amount of \$78,410.79.

Motion by Councilmember Ramsey, second by Councilmember Nickerson to approve Resolution #2012-218. Upon roll call vote, all voted aye. Motion adopted.

#2012-219 – Consideration of Approving Dell Computer Equipment for City of Grand Island Network. Finance Director Jaye Monter reported that this contract will support the disaster recovery plan for the I.T. Department. This will allow the purchase of 2 Dell EqualLogic Servers and a tall equipment rack. This will allow quick restoration of information if there is a disaster and the City Hall Servers are damaged. The amount in the resolution needed to be changed to \$64,033.72.

Motion by Councilmember Carney, second by Councilmember Minton to approve Resolution #2012-219.

Motion was amended by Council President Gilbert to amend the amount of the contract to \$64,033.72 and seconded by Councilmember Carney to approve amended amount. Upon roll call vote, all voted aye. Motion adopted.

Upon roll call vote of the main motion, all voted aye. Motion adopted.

#2012-220 – Consideration of Accepting the Resignation of City Administrator Mary Lou Brown. Councilmember Haase reported that his intention was to allow Council to accept the resignation of the City Administrator as it was written. He feels that if Council has the ability to approve by vote the hiring of the City Administrator, they should also have the ability to “unapprove” by a vote as well. Councilmember Haase stated that this position is different than all others at the City as it is a contract employee. City Attorney Sivick stated that Council would be acting outside of its authority to do this. Mr. Sivick stated that the City falls under Dillon’s Law and there is no authority under State Statute or our City Code.

Motion by Councilmember Haase, second by Councilmember Gericke to approve Resolution #2012-220. Upon roll call vote, Councilmembers Haase, Carney, Nickerson and Gericke voted aye. Councilmembers Niemann, Ramsey, Gilbert, Donaldson, Dugan and Minton voted nay. Motion failed.

#### PAYMENT OF CLAIMS:

Motion by Dugan, second by Councilmember Donaldson to approve the Claims for the period of July 25, 2012 through August 14, 2012, for a total amount of \$.4,837,209.53.

ADJOURN TO EXECUTIVE SESSION: Motion by Gilbert, second by Councilmember Dugan to adjourn to Executive Session at 9:57 p.m. for the purpose of a strategy session with respect to collective bargaining (IAFF).

RETURN TO REGULAR SESSION: Motion by Ramsey, second by Gericke to return to Regular Session at 11:07 p.m.

ADJOURNMENT: The meeting was adjourned at 11:07 p.m.

Brenda Sutherland  
Acting City Clerk



# **City of Grand Island**

**Tuesday, August 28, 2012**

**Council Session**

## **Item G2**

### **Approving Minutes of August 21, 2012 City Council Special Meeting**

**Staff Contact: RaNae Edwards**



CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL MEETING

August 21, 2012

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, 2012. Notice of the meeting was given in *The Grand Island Independent* on August 15, 2012.

Mayor Jay Vavricek called the meeting to order at 7:00 p.m. The following City Council members were present: Larry Carney, Bob Niemann, Kirk Ramsey, Peg Gilbert, Mitch Nickerson, Linna Dee Donaldson, Scott Dugan, Vaughn Minton, and John Gericke. Councilmember Chuck Haase was absent. The following City Officials were present: City Administrator Mary Lou Brown, City Clerk RaNae Edwards, City Attorney Robert Sivick, Finance Director Jaye Monter and Interim Public Works Director Terry Brown.

INVOCATION was given by Community Youth Council member Kerrigan Anspauch followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of the Hall County Historical Society. Mayor Vavricek and the City Council recognized the Hall County Historical Society for their work on the newly dedicated Hall County Historical Society memorial, the upcoming relocation of the Leo Stuhr house to Stuhr Museum, and other projects completed or in progress. Fred Rosier, Ernie Thayer, Ken Gandt, Don Vedermeier and members of the Historical Society board were present.

Mayor Vavricek introduced Community Youth Council member Kerrigan Anspauch.

PUBLIC HEARINGS:

Public Hearing on Community Redevelopment Authority (CRA) 2012-2013 Budget. Regional Planning Director Chad Nabity reported that the CRA requested a mill levy of \$0.026 for FY 2012-2013 with a third of that amount to cover the Lincoln Pool bond. Total expenses requested for 2012-2013 were \$3,180,090 a significant increase over last year due to the Lincoln Pool bond. Operating expenses, façade improvement, property purchase, and other projects were down for the current year due to carry over projects. No public testimony was heard.

Public Hearing on Proposed Fiscal Year 2012-2013 City of Grand Island Budget. Finance Director Jaye Monter presented the 2012-2013 proposed budget. Mentioned was that new revenue would close gaps and a property tax increase could be avoided without diminishing the existing level of program services for the citizens of Grand Island. To lower crime and increase the strength of the Grand Island Police Department, additional revenue needed to be determined.

Reviewed were the shortfalls from previous meetings and explanations of the changes creating no shortfall partly due to the reimbursements from the Nebraska Department of Roads. Total Capital Improvement Projects 400 Fund request for 2013 was \$4,594,067. Mentioned was that the Jack Rabbit Run Golf Course irrigation system request of \$470,000 would be transferred

from the General Fund. Revenue projection for 2013 was \$38,470,687. The General Fund's cash balance for the 2013 Budget was projected to be \$7,852,686, or 23% of expenditures (less capital expenses). A 90 day reserve of General Fund Cash would require a balance of \$8.2 million or 25% of personnel and operating expenses. Over the past few years, the City had made an effort to maintain or increase the cash reserve balance. The General Fund Capital Department requests for 2013 was \$1,915,285.

Reviewed was the Police Budget request. Ms. Monter stated that the proposed budget submitted so far did not include the Police Department's Implementation Plan from the Public Safety Study. The plan called for an additional 10 Police officers, 5 of which would be brought on staff in December of 2012 and 5 in December 2013. Community Service Officers (CSO's), one Administrative and 2 Patrol Division Community Officers in 2013 and 2 Community Patrol Officers in 2014. Support staff for 2013 included a Records Clerk and a Crime Analysis position. An Evidence Technician position would be created in 2016.

Reviewed were estimates for the next five years for the Police budget requests. Total request for FY 2012-2013 was \$760,096.

The following Funding Options were presented:

- Cell Phone Occupation Tax Increase
  - Increase from 3% to 6% - approximately \$486,000
- Property Tax Increase
  - Current Mill Levy - .3241
  - \$325 annual, \$27 per month, on \$100,000 home
  - .01 mill levy generates approximately \$250,000
  - And would add an additional .83 cents per month for owner of \$100,000 home or \$10 per year
- Allocate portion of Cash Reserves

No public testimony was heard.

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

Approving Minutes of July 24, 23012 City Council Regular Meeting.

Approving Minutes of July 24, 2012 City Council Study Session.

Approving Minutes of July 31, 2012 City Council Study Session.

Approving Minutes of August 3, 2012 City Council Special Meeting.

OTHER ITEMS:

Review of Proposed FY 2012/2013 City Single Budget and Community Redevelopment Authority (CRA) Budget. Comments were made regarding the options and suggested reducing expenses and not having a property tax increase.

Motion by Gilbert, second by Ramsey to remove from the Capital Plan the additions to the Fire Department: Station #3 - \$200, 0000, Pumper Truck - \$400,000, Ambulance - \$222,000, and Staff Vehicle - \$32,000.

Comments were made regarding a new Fire Chief making the decisions of what equipment was needed and the Chief's plan for the future.

Interim Fire Chief Russ Blackburn explained the purchases proposed. Vehicle replacement schedule was mentioned due to the age of the current equipment. Council made comments regarding not replacing everything on the list at this time.

Motion by Minton to amend the motion to put a maximum on the 2013 budget not to exceed the 2012 forecast. Motion failed due to lacked of a second.

Motion by Carney, second by Niemann to amend the motion and remove Station #3 - \$200,000. Mr. Blackburn explained the \$200,000 was to set up separate facilities for the female firefighters. Upon roll call vote, Councilmember's Carney, Niemann, Nickerson, and Donaldson voted aye. Councilmember's Ramsey, Gilbert, Dugan, Minton, and Gericke voted no. Motion failed.

Councilmember Gilbert withdrew her motion and Councilmember Ramsey withdrew his second.

Motion by Dugan, second by Nickerson to change the Fire and Ambulance Total Capital Fund request be in the amount of \$800,000. Upon roll call vote, Councilmember's Ramsey, Gilbert, Nickerson, Donaldson, Dugan, Minton, and Gericke voted aye. Councilmember's Carney and Niemann voted no. Motion adopted.

Interim Public Works Director Terry Brown answered questions concerning the Capital Improvement Projects in the 2012-2013 budget.

Comments were made concerning the \$100,000 to the Grand Generation Center. Motion by Ramsey, second by Gilbert to withdraw the Grand Generation allocation in the amount of \$100,000.

Ms. Monter read the Ballot language from the May 11, 2004 Sales and Use Tax Proposal. Discussion was held regarding what the 1/2 cent sales tax was to be used for. City Attorney Robert Sivick explained the lease agreements with the Grand General Center and the Racquet Club.

Ms. Brown stated there was a meeting scheduled for August 30<sup>th</sup> with the Grand Generation Center Board, three supervisors from the Hall County Board and three City councilmember's.

Motion by Carney, second by Niemann to postpone this vote until after the City/County meeting occurred. Upon roll call vote, Councilmember's Carney, Niemann, Nickerson, Donaldson, Dugan, Minton, and Gericke voted aye. Councilmember's Ramsey and Gilbert vote no. Motion adopted.

Discussion was held regarding the drop off box for utility payments and Golf course funding. FTE's were mentioned in the Finance Department with regards to the possibility of outsourcing the ambulance billing.

Comments were made by Council concerning the importance of the Police Department increase in employees. Mentioned was the cell phone tax increase to fund the Police Department versus a property tax increase and spending down the cash reserves.

Motion by Dugan, second by Ramsey to use cash reserves to retire the Wood River Control Bonds in the amount of \$765,000 with the intent to fully fund the Police Department request. Upon roll call vote, all voted aye. Motion adopted.

Ms. Brown suggested having a Study Session after the August 30, 2012 meeting with the Grand Generation Center.

Mayor commented on the Grand Generation Center funding.

ADJOURNMENT: The meeting was adjourned at 10:05 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, August 28, 2012

Council Session

## Item G3

**#2012-221 - Approving Preliminary Plat, Final Plat and  
Subdivision Agreement for Sterling Estates Second Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** August 28, 2012

**Subject:** Sterling Estates Second Subdivision – Preliminary & Final Plat

**Item #'s:** G-3

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

## **Background**

This property is located south of Capital Ave and west of US HWY 281. This final plat proposes to create 2 Lots on a tract of land consisting of part of the Northwest Quarter (NW1/4) of Section 12, Township 11 North, Range 10 West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County, Nebraska, said tract containing 13.79 acres.

## **Discussion**

The revised plat for Sterling Estates Second Subdivision Preliminary & Final Plat was considered by the Regional Planning Commission at the August 1, 2012 meeting.

A motion was made by Bredthauer and seconded by McCarty to approve the plat as presented. A motion was also made to approve the Preliminary Plat and Final Plat for Sterling Estates 2<sup>nd</sup> Subdivision.

A roll call vote was taken and the motion passed with 12 members present and voting in favor (Amick, Monter, Eriksen, Connelly, McCarty, Snodgrass, O'Neill, Hayes, Bredthauer, Ruge, Reynolds and Haskins) and no one voting against.

## **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

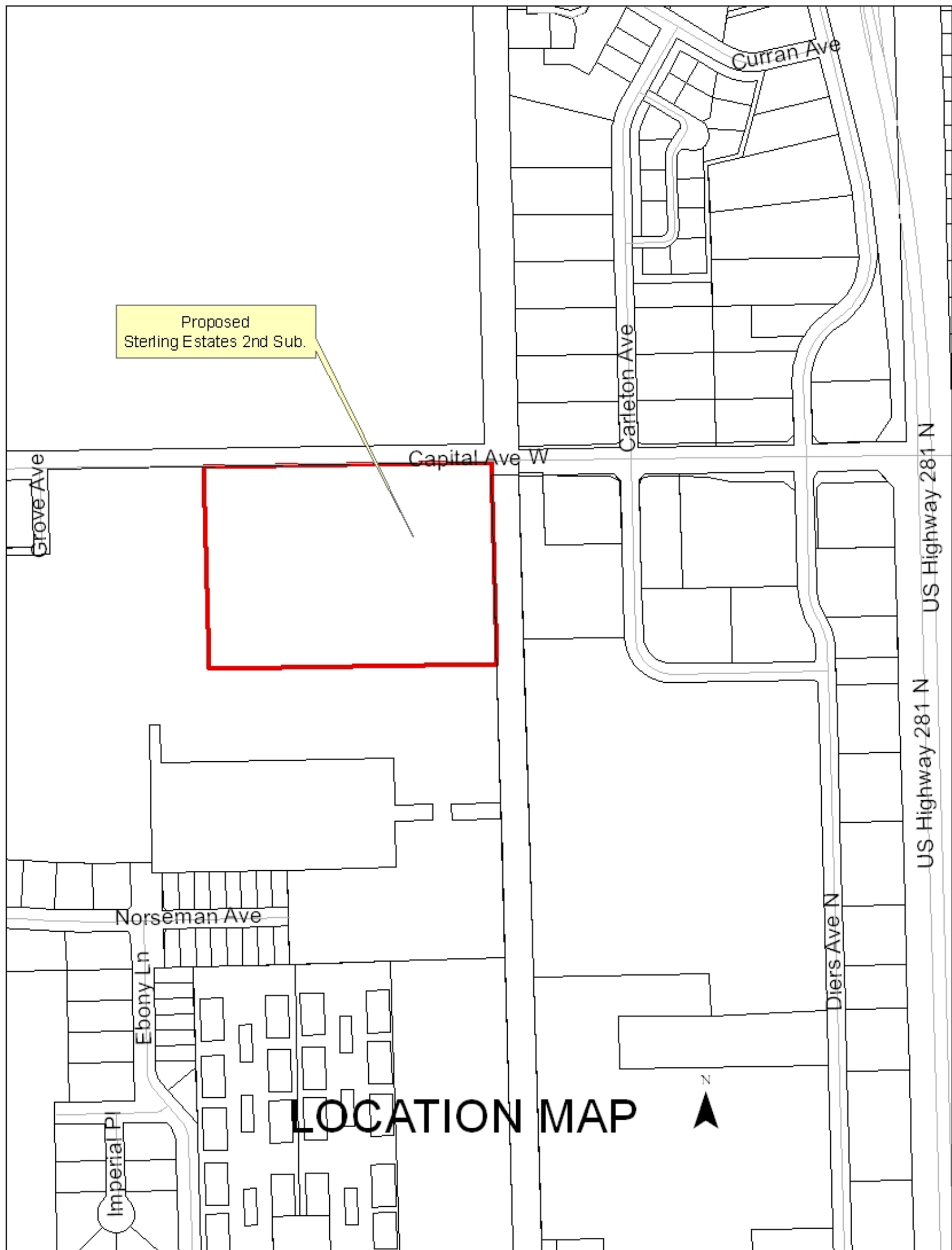
4. Take no action on the issue

### **Recommendation**

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

### **Sample Motion**

Move to approve as recommended.





## **Sterling Estates Second Subdivision**

### **Developer/Owner**

Residences at Sterling Estates, LLC  
8712 W Dodge Road, Suite 400  
Omaha NE 68114

To create 2 lots south of Capital Ave and west of US Hwy 281, in the City of Grand Island, in Hall County, Nebraska.

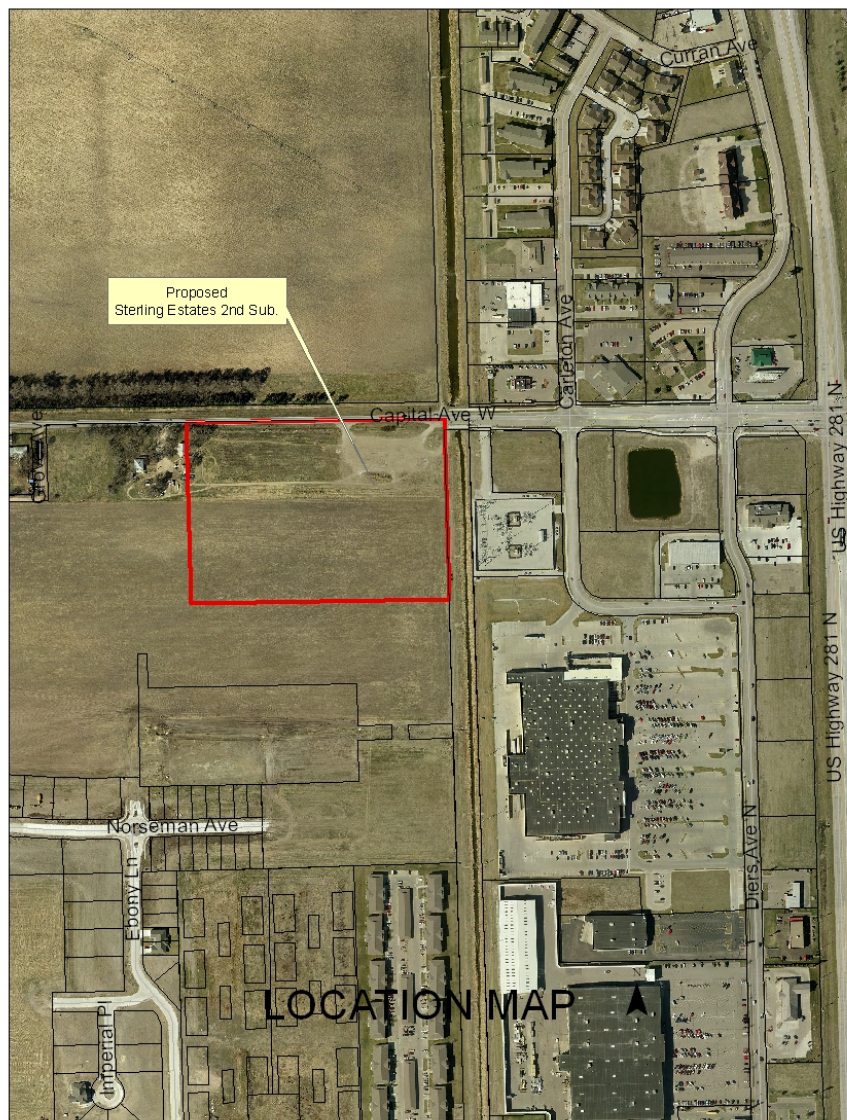
**Size:** 13.79 acres

**Zoning:** RD – Residential Development Zone

**Road Access:** City Roads

**Water Public:** City water is available

**Sewer Public:** City sewer is available



July 19, 2012

Dear Members of the Board:

**RE: Final Plat – Sterling Estates Second Subdivision – Preliminary Plat and Final Plat.**

For reasons of Section 19-923 Revised Statutes of Nebraska, as amended, there is herewith submitted a final plat of Sterling Estates Second Subdivision, located in the City of Grand Island, in Hall County Nebraska.

This final plat proposes to create 2 lots on a tract of land consisting of part of the Northwest Quarter (NW ¼) of Section 12, Township 11 North, Range 10, in the City of Grand Island Hall County, Nebraska, said tract containing 13.79 acres.

You are hereby notified that the Regional Planning Commission will consider this final plat at the next meeting that will be held at 6:00 p.m. on August 1, 2012 in the Council Chambers located in Grand Island's City Hall.

Sincerely,

Chad Nabity, AICP  
Planning Director

Cc: City Clerk  
City Attorney  
City Public Works  
City Building Department  
City Utilities  
Manager of Postal Operations  
Olsson & Associates

This letter was sent to the following School Districts 1R, 2, 3, 8, 12, 19, 82, 83, 100, 126.

RESOLUTION 2012-221

WHEREAS, Residences at Sterling Estates, LLC, being the said owner of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as "STERLING ESTATES SECOND SUBDIVISION", to be laid out into 2 lots, a tract of land consisting of part of the Northwest Quarter (NW1/4) of Section 12, Township 11 North, Range 10 West of the 6<sup>th</sup> P.M., in the City of Grand Island, Hall County Nebraska, and has caused a plat thereof to be acknowledged by it; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 28, 2012.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 24, 2012	☐ City Attorney



# City of Grand Island

Tuesday, August 28, 2012

Council Session

## Item G4

**#2012-222 - Approving Bid Award - Coal Transfer #4 Transfer  
Point Upgrade at Platte Generating Station**

Staff Contact: Tim Luchsinger, Jason Eley

# **Council Agenda Memo**

**From:** Timothy G. Luchsinger, Utilities Director  
Jason Eley, Assistant City Attorney

**Meeting Date:** August 28, 2012

**Subject:** Coal Conveyor #4 Transfer Point Upgrade

**Item #'s:** G-4

**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. The five transfer points where coal is transferred from one conveyor to another are in need of upgrades to alleviate airborne dust, minimize maintenance, and provide a higher level of safety for plant personnel. Modifications to the first two transfer points are being completed during this fiscal year. Specifications were developed by the plant staff for upgrading the second two transfer points with a firm, lump sum pricing on the fourth transfer point with optional pricing for the third transfer point.

## **Discussion**

The specifications for the Coal Conveyor #4 Transfer Point Upgrade were advertised and issued for bid in accordance with the City purchasing code. Bids were publicly opened on August 21, 2012. Specifications were sent to four potential bidders and responses were received as listed below. The engineer's estimate for this project was \$150,000.00.

Bidder	Bid Price	Optional Bid	Total Bid
Martin Engineering Neponset, IL	\$ 72,018.49	\$55,703.13	\$127,721.62

The bid was reviewed by plant engineering staff. Exceptions noted for locations of structural supports are acceptable, and the bid 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 the Council award the Contract for Coal Conveyor #4 Transfer Point Upgrade to Martin Engineering of Neponset, IL, as the low responsive bidder, with the total bid price of \$127,721.62.

## **Sample Motion**

Move to approve the bid award of \$127,721.62 from Martin Engineering for the Coal Conveyor #4 Transfer Point Upgrade as submitted.



Jason Eley, Purchasing Agent

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**BID OPENING**

**BID OPENING DATE:** August 21, 2012 at 2:00 p.m.  
**FOR:** Coal Conveyor #4 Transfer Point Upgrade - PGS  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$150,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** August 4, 2012  
**NO. POTENTIAL BIDDERS:** 1

**SUMMARY**

**Bidder:** Martin Engineering  
Neponset, IL  
**Bid Security:** Cashier's Check  
**Exceptions:** Noted  
  
**Material:** \$37,295.00  
**Labor:** \$30,012.00  
**Sales Tax:** \$ 4,711.49  
**Total Bid:** \$72,018.49  
**Alternate Bid** \$55,703.13

cc: Tim Luchsinger, Utilities Director  
Jason Eley, Purchasing Agent  
Ryan Schmitz, Water Supt.

Bob Smith, Assist. Utilities Director  
Pat Gericke, Utilities Admin. Assist.

**P1581**

RESOLUTION 2012-222

WHEREAS, the City of Grand Island invited sealed bids for Coal Conveyor #4 Transfer Point Upgrade at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on August 21, 2012, 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 \$127,721.62; and

WHEREAS, the bid of \$127,721.62 is less than the estimate for the Coal Conveyor #4 Transfer Point Upgrade at Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Martin Engineering of Neponset, Illinois, in the amount of \$127,721.62 for Coal Conveyor #4 Transfer Point Upgrade is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 28, 2012.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 24, 2012	☐ City Attorney





# City of Grand Island

Tuesday, August 28, 2012

Council Session

## Item G5

**#2012-223 - Approving Bid Award for Root Foaming Chemical for  
Sewer Infrastructure within the Public Works Department**

Staff Contact: Terry Brown, Interim Public Works Director

# **Council Agenda Memo**

**From:** Fred Tustin, Collection System Supervisor

**Meeting:** August 28, 2012

**Subject:** Approving Bid Award for Root Foaming Chemical for Sewer Infrastructure within the Public Works Department

**Item #'s:** G-5

**Presenter(s):** Terry Brown, Interim Public Works Director

## **Background**

On July 25, 2012 an Advertisement to Bidders for the furnishing of Root Roaming Chemical was published in the Grand Island Daily Independent. There were four (4) potential bidders.

## **Discussion**

Bids were received and opened at City Hall August 7, 2012 and the following bidder responded:

Douglas Products of Liberty, Missouri - \$290.00 Unit Price

Douglas Products submitted a bid in accordance with the terms of the advertisement to bidders, the specifications, and all other statutory requirements contained therein.

## **Alternatives**

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

1. Move to approve the bid award to Douglas Products and Packaging of Liberty, Missouri.
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 Douglas Products for a unit price of \$290.00, up to a maximum dollar amount of \$25,000.00.

### **Sample Motion**

Move to approve the bid award.



Jason Eley, Purchasing Agent

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**BID OPENING**

**BID OPENING DATE:** August 7, 2012 at 2:15 p.m.  
**FOR:** Foaming Root Control Chemical  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$25,000.00  
**FUND/ACCOUNT:** 53030050-85535  
**PUBLICATION DATE:** July 25, 2012  
**NO. POTENTIAL BIDDERS:** 4

**SUMMARY**

**Bidder:** Douglas Products  
Liberty, MO  
**Exceptions:** None  
**Bid Price:** \$290.00 each  
**Manufacturer:** Douglas Products

cc: Terry Brown, Interim Public Works Director  
Jason Eley, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.  
Fred Tustin, PW Dept.

**P1580**

RESOLUTION 2012-223

WHEREAS, an Advertisement to Bidders for Root Foaming Chemical was published in the Grand Island Daily Independent on July 25, 2012; and

WHEREAS, the City of Grand Island invited sealed bids according to specifications on file with the City Clerk; and

WHEREAS, on August 7, 2012, bids were received, opened and reviewed; and

WHEREAS, Douglas Products of Liberty, Missouri submitted a bid in accordance with the terms of the advertisement to bidders, the specifications, and all other statutory requirements contained therein, such bid being in the amount of \$290.00 Unit Price; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Douglas Products of Liberty, Missouri, in the amount of \$290.00 Unit Price, not to exceed a total dollar amount of \$25,000.00, for furnishing Root Foaming Chemical is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract for furnishing such product on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 28, 2012.

---

Jay Vavrieck, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form  
September 28, 2010

City Attorney



# City of Grand Island

Tuesday, August 28, 2012

Council Session

## Item G6

**#2012-224 - Approving Bid Award in Lift Station No. 7  
Improvements Project No. 2011-S-1A for the City of Grand Island**

Staff Contact: Terry Brown, Interim Public Works Director

# **Council Agenda Memo**

**From:** Marvin Strong, Wastewater Treatment Plant Engineer

**Meeting:** August 28, 2012

**Subject:** Approving Bid Award in Lift Station No. 7  
Improvements Project No. 2011-S-1A for the City of  
Grand Island

**Item #'s:** G-6

**Presenter(s):** Terry Brown, Interim Public Works Director

## **Background**

The area served by Sanitary Sewer Lift Station No. 7 has experienced numerous sewer backups in the past during high ground water and wet weather events. These sewer backups have resulted in thousands of dollars in property damage and significant allocation of City resources and dollars in response to the problem. Repair of sanitary sewer lines which allow large quantities of ground water to enter the collection system and replacement of the force main exiting, and improvements to the lift station will significantly reduce the chance for costly sewer backups.

The repair / improvements project(s) in Lift Station No.7 will vary in scale to upgrade the capacity and quality of sanitary sewer pumping, and to undertake sanitary sewer main gravity collection system upgrades. This is an area in southern Grand Island generally between Anna Street and Stolley Park Road/Harrison and Blaine Streets. Lift Station 7, which currently serves this area, installed in the early 1960's, includes 1,127 structures in single family homes, multi-family residences, and businesses.

Repairs and mitigation planning for the service area have been identified in the May 2010 updated Wastewater Collection and Treatment Comprehensive Plan. A 2008 Community Development Block Grant (CDBG) in the amount of \$1,003,365 has been awarded to assist in funding this improvement project.

On December 6, 2011 City Council approved the construction project entitled "Lift Station No. 7 Repairs 2011-S-1" in providing gravity sewer collection system repairs and the replacement of the forced pumping main.

In October 2011, city staff and consulting engineer Black & Veatch / Olsson Associates teamed together in meeting the complex design issues with a new pumping station retrofit. This pumping station design is being brought to this council meeting for approval in a construction project award entitled in "Lift Station No. 7 Improvements 2011-S-1A".

City staff is currently applying for additional disaster relief funding; the additional funds will be used towards the infrastructure rehabilitation in the Lift Station No. 7 Watershed Area, which bids will be solicited for in the near future.

On July 26, 2012 an ad to bidders was published in the Grand Island Daily Independent.

### **Discussion**

Lift Station No. 7 Improvements 2011-S-1A provides updated system components for a waste water pumping station; including pumping equipment, mechanical piping, electrical distribution, ventilation systems, and the replacement of a structural building.

On August 16, 2012 bids were received from three (3) contractors: 1) Diamond Engineering Co., 2) Eriksen Construction, and 3) Judd Brothers Construction.

#### **Bid Table**

	<b><u>Diamond Engineering</u></b>	<b><u>Eriksen Construction</u></b>	<b><u>Judd Brother Construction</u></b>
Total Bid:	\$ <b>479,558.95</b>	\$ 579,300.00	\$ 647,000.00

City staff recommends the bid be awarded to The Diamond Engineering Company in the amount of \$479,558.95 as this is the lowest, responsible bid received.

### **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 and award it to The Diamond Engineering Company of Grand Island, Nebraska who had a bid of \$479,558.95 for Lift Station No. 7 Improvements, Project No. 2011-S-1A.

### **Sample Motion**

Move to approve bid award to The Diamond Engineering Company of Grand Island, Nebraska for Lift Station No. 7 Improvements, Project No. 2011-S-1A for the City of Grand Island.





Jason Eley, Purchasing Agent

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**BID OPENING**

**BID OPENING DATE:** August 16, 2012 at 2:00 p.m.

**FOR:** Sewer Project 2011-S-1A, Lift Station No. 7 Improvements

**DEPARTMENT:** Public Works

**ESTIMATE:** \$620,664.00

**FUND/ACCOUNT:** 53030055-85213  
53030055-53011

**PUBLICATION DATE:** July 26, 2012

**NO. POTENTIAL BIDDERS:** 14

**SUMMARY**

Bidder:	<u>ERIKSEN CONSTRUCTION</u>	<u>JUDDS BROTHERS CONSTRUCTION</u>
	Blair, NE 68008	Lincoln NE 68505
Bid Security:	Traveler's Casualty and Surety Co	International Fidelity Insurance Co.
Exceptions:	None	None
<b>Bid Price:</b>		
C1.01:	\$102,500.00	\$ 12,000.00
C1.02:	\$ 8,200.00	\$ 10,000.00
C1.03:	\$ 9,600.00	\$ 15,000.00
C1.04:	\$ 32,000.00	\$ 15,000.00
C1.05:	\$ 22,000.00	\$ 40,000.00
C1.06:	\$ 48,000.00	\$ 90,000.00
C1.07:	\$ 58,800.00	\$ 55,000.00
C1.08:	\$ 7,300.00	\$ 11,000.00
C1.09:	\$199,500.00	\$189,000.00
C1.10:	\$ 23,800.00	\$125,000.00
C1.11:	\$ 40,000.00	\$ 50,000.00
C1.12:	<u>\$ 27,600.00</u>	<u>\$ 35,000.00</u>
Total Bid:	\$579,300.00	\$647,000.00

**Bidder:** THE DIAMOND ENGINEERING CO.

**Bid Security:** Grand Island, NE 68802  
**Exceptions:** Universal Surety Co  
None

**Bid Price:**

C1.01:	\$ 20,943.00
C1.02:	\$ 8,888.55
C1.03:	\$ 86,809.74
C1.04:	\$ 13,314.63
C1.05:	\$ 55,070.04
C1.06:	\$ 53,261.85
C1.07:	\$ 29,407.37
C1.08:	\$ 5,419.37
C1.09:	\$127,527.22
C1.10:	\$ 36,177.49
C1.11:	\$ 13,633.45
C1.12:	<u>\$ 29,106.24</u>
<b>Total Bid:</b>	<b>\$479,558.95</b>

cc: Terry Brown, Interim Public Works Director  
Jason Eley, Purchasing Agent  
Marvin Strong, Wastewater Plant Engineer

Catrina DeLosh, PW Admin. Assist.  
Roger Scott, Eng. Technician  
Mary Lou Brown, City Administrator

**P1578**

RESOLUTION 2012-224

WHEREAS, Advertisement to Bidders for Lift Station No. 7 Improvements, Project No. 2011-S-1A at the Wastewater Treatment Plant was published in the Grand Island Daily Independent on July 26, 2012, and

WHEREAS, on August 16, 2012 bids were received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, with a base bid of \$479,558.95; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid award with The Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$479,558.95 for Lift Station No. 7 Improvements, Project No. 2011-S-1A is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 28, 2012.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 28, 2012	☐ City Attorney



# City of Grand Island

Tuesday, August 28, 2012

Council Session

## Item G7

**#2012-225 - Approving Agreement for Appraisal Services for the State Street and Capital Avenue Connector Trail Project**

Staff Contact: Terry Brown, Interim Public Works Director

# **Council Agenda Memo**

**From:** Scott Griepentstroh, Project Manager

**Meeting:** August 28, 2012

**Subject:** Approving Agreement for Appraisal Services for the State Street and Capital Avenue Connector Trail Project

**Item #'s:** G-7

**Presenter(s):** Terry Brown, Interim Public Works Director

## **Background**

All agreements must be approved by the City Council.

The Federal-aid Transportation Enhancement (TE) Program provides funding to construct and restore transportation infrastructure that are not eligible to be funded through other programs. TE activities offer funding opportunities to help expand transportation choices and enhance the transportation experience. Project types eligible for this funding are hike/bike trails, historic preservation, and scenic or historic byways.

The State Street and Capital Avenue Connector Trail Project will construct a 0.5 mile, 10' wide concrete recreational trail for bicycle and pedestrian use in northwest Grand Island. This project will begin on the State Street Trail 0.25 mile west of US Highway 281, extend north within City right-of-way along the west side of the Moores Creek Drainway, and end at the west end of the concrete trail that was recently completed along Capital Avenue under project STPAA-5436 for the Eagle Scout Trail.

Additional 12' wide easements will be acquired on the west side of the City right-of-way for construction of a small ditch and area inlets.

## **Discussion**

The law governing acquisition and relocation on federally assisted projects is Public Law 91-646; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, commonly called the Uniform Act. The procedures to comply with this Act are found in Section 49, Part 24 of the Code of Federal Regulations. On federally funded transportation projects requiring acquisition of right-of-way, Local Public Agencies are

required to present to the Nebraska Department of Roads a Right-of-Way Certificate that certifies property was acquired in accordance with the Uniform Act.

As per the *Right-of-Way Acquisition Guide for Local Public Agencies*, formal property valuation documents are required for each parcel to be acquired. On the State Street and Capital Avenue Connector Trail Project, "Compensation Estimates" for three tracts must be prepared by qualified appraisers who are on the current NDOR Approved Appraiser List.

Selection of the firm Midwest Right of Way Services, Inc. and the appraiser was made in accordance with the *Right-of-Way Acquisition Guide for Local Public Agencies*. The Appraisal Services Contract must be executed before preparation of the Compensation Estimates can begin. The basis of the final fee is as follows.

Compensation Estimates – 3 Tracts at \$900.00 Each = \$2,700.00 (appraisal services contract)

Project Management Fees – 2 Owners at \$340.00 Each = \$680.00

TOTAL FEE = \$3,380.00

Following completion and approval of the Compensation Estimates, another agreement will be required for Negotiation Services.

Approval of Environmental Documents was received in January. Approval of 90% Plans and acquisition of permanent easements are anticipated to be completed in the next three months. Construction of this project is anticipated to begin in spring of 2013.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the agreement with the appraiser managed by Midwest Right of Way Services, Inc. for appraisal services for the State Street and Capital Avenue Connector Trail.

### **Sample Motion**

Move to approve the agreement.

## APPRAISAL SERVICES CONTRACT

This agreement, entered into this 3 day of Aug., 2012, by the City of Grand Island, (herein called "Local Public Agency") and Midwest ROW Services, (herein called "Appraiser") agrees:

In return for the total fee of ~~\$3,300~~ \$2,700, as itemized in Appendix C, it is agreed that the Appraiser will furnish to the Local Public Agency valuation documents in accordance with the Appraisal Services Specifications, of which a copy is attached and made a part of this contract. These valuation documents will be used in connection with the acquisition of right of way for:

Project: ENH-40(59)

C. N.: 42650

Location: State Street and Capital Avenue Connector Trail

An additional fee will be negotiated with the Appraiser for each additional parcel added to this contract.

The fee for supplemental or revised valuation documents, as a result of changes in the taking caused by the Department, will be negotiated with the Appraiser.

The billing statement for the valuation documents will be submitted to the Local Public Agency at the time of delivery of the project report and all individual parcel valuation reports. Payment of eighty percent (80%) of the total fee will be paid at that time. The balance of the total fee will be paid within ninety (90) days, providing the project report and valuation reports are found to be acceptable and in accordance with the contract upon Local Public Agency review. In the event the project report or valuation reports are found unacceptable by reason of noncompliance with the terms of this contract, or by reason of improper valuation technique, the final payment shall be withheld until such valuations have been revised or supplemented, without additional cost to the Local Public Agency, and found acceptable.

In the event a dispute arises concerning a question or fact in connection with the work not specifically covered or referenced by any other terms of this contract, the Local Public Agency's management will determine the final position. Where no agreement can be reached, this contract shall be terminated. The contract may also be terminated when, in the opinion of the Local Public Agency, the Appraiser's services are unsatisfactory, or because of the Appraiser's failure to prosecute the work with due diligence, or within the time limits specified in this agreement, or because of the Appraiser's disability or death. In such an event, the work, which has been completed, when the notice of termination is given by the Local Public Agency, becomes the property of the Local Public Agency. The Local Public Agency's management shall arbitrate settlement for the completed work.

The Appraiser, as a condition of the above lump fee, agrees to attend necessary meetings and conferences with representatives of the Local Public Agency, the Nebraska Department of Roads and the United States Federal Highway Administration to discuss the various aspects and phases of the work required by this contract. However, it is agreed that additional payment for conferences with Local Public Agency attorneys for testimony in court or witness fees for appearance in court shall be \$ 700 for each half day or portion thereof, or \$ 1,400 per day for any part of a day exceeding a half day.



All expenses incurred by the Appraiser are considered to be their liability and are not to become an expense to the Local Public Agency except as provided for in this agreement.

The Appraiser agrees to furnish the completed valuation assignment to the Local Public Agency on or before 9/21/12. Supplemental or revised valuation reports caused by the Local Public Agency's actions will be cause to change this to a later date only by mutual written agreement between the parties to this contract. It is further agreed by the Appraiser that they will furnish the Local Public Agency a written progress report of the work accomplished on the Project as requested.

A penalty of \$1.00 per normal working day will be assessed against and deducted from the agreed-upon Fee, as per this contract, of \$1.00 for each normal working day that the completed assignment is overdue. A normal working day is defined as Monday through Friday. Any extension beyond the agreed-upon completion date of 9/21/12 will be only by mutual written agreement between the parties of this contract.

The Appraiser warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Appraiser, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Appraiser, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract, except for paragraph III, subparagraph O, of the Appraisal Services Specifications. For breach or violation of this warranty, the Local Public Agency shall have the right to annul this contract without liability.

The Appraiser agrees that they will prepare the valuation reports of the property involved independent of any other Appraiser employed by the Local Public Agency in the same work and that they will not furnish to any other person or persons, except on proper order of court, a copy of the valuation reports or the information contained therein. The restriction, however, does not imply that the Appraiser may not use information obtained in the completion of the valuation reports in the course of their usual profession.

The valuation reports are agreed to be confidential between the parties hereto, and a breach of such confidence shall be considered material breach of this contract unless the disclosure of the contents of the report shall be in response to a subpoena or other lawful court order.

It is understood and agreed that law, regulations, or economic conditions may subsequently affect the value fixed by the Appraiser in their report and that same is valid only for a reasonable time after submission.

It is agreed that each party hereto will furnish any available information in its possession to the other upon request, if such information be necessary to the terms of this contract.

It is the intention of the parties that the valuation documents and services contracted for are the personal services of the Appraiser as named. Subletting or transferring the work contracted for in this agreement is expressly prohibited and failure to comply shall be deemed a material breach of the contract.



The Appraiser agrees to abide by the provisions of the Nebraska Fair Employment Practice Act as provided by Nebraska Revised Statute, Section 48-1101 through 48-1126 ( Reissue 1988), and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27, the Minority Business Enterprises Policy and the Drug-Free Workplace Policy as set forth in Appendix "A" attached hereto and hereby made a part of this agreement.

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by mail if sent to the respective address of each party.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

**EXECUTED by the Appraiser** this 3<sup>rd</sup> day of Aug., 2012.

Clarence Dantawick  
Witness

Steve M. Smith  
Appraiser

**EXECUTED by**        this        day of        , 20    .

**Local Public Agency**

**APPROVED:**

\_\_\_\_\_  
**Authorized Signature**

## **APPRAISAL SERVICES SPECIFICATIONS**

### **I. INTRODUCTION**

The City of Grand Island will receive proposals for appraisal services for:

Project: ENH-40(59)

CN: 42605

Location: State Street and Capital Avenue Connector Trail

The work required for this project is described in this document and as noted in Appendix A, B and C.

We anticipate a starting date of August 14, 2012 with a suggested completion date of \_\_\_\_\_.

All those providing proposals will record their fee required for each tract and the total fee for the project on Appendix C. In addition, also indicate the date you expect to start and complete the requested services. Further, appendix C shall be signed and dated in the space provided.

### **II. MATERIALS AND INFORMATION TO BE FURNISHED BY THE STATE**

A. Upon acceptance of an appraisal services contract, the City of Grand Island will furnish the following materials and information as applicable:

1. Ownership information containing the following:
  - a. Legal description of property.
  - b. Date and type of instrument.
  - c. Consideration involved in the instrument.
  - d. Revenue stamps, if any.
  - e. Grantor and grantee's name.
2. Plat or plans or both showing limits of each separate tract to be valued outlined in color or legend, also showing sufficient topography to locate alignment. Stakes on the ground will be furnished when necessary.
3. Limits and areas of right of way or easements to be taken.
4. Individual Parcel Identification Number.
5. Information regarding surveys will be furnished upon request.

### **III. SCOPE OF WORK TO BE DONE BY APPRAISER**

A. The Appraiser will furnish the following:

1. Four copies of project reports.
2. Four copies of each individual parcel valuation report.

B. The project report shall include the following information:

1. Title Page.
  2. Table of contents.
  3. City data on urban projects, county or regional data on rural projects.
  4. Neighborhood data.
  5. Location map.
  6. Zoning map and ordinance, if applicable.
  7. Comparable sales map.
  8. Comparable rental map, if applicable.
  9. Index of comparable sales and rentals.
  10. Comparable sales and rentals.
  11. References.
  12. Limiting conditions.
  13. Appraiser's qualifications.
- C. Formal, written valuation reports are required for each parcel of land to be acquired or damaged, unless donated. These will be in the form of either a "Compensation Estimate", "Short Form" appraisal report, or a "Before and After" narrative appraisal report.
1. Compensation Estimate
- A "Compensation Estimate" can be used for uncomplicated acquisitions, where only the part taken need be valued. Total compensation, exclusive of fence relocation and/or construction based on the current Nebraska Department of Roads approved fencing schedule, must not exceed \$10,000. Damages must be nominal or simple "cost to cure" items supported by written contractors estimate. The standard forms may be used as appropriate. These forms may be located by accessing the Nebraska Department of Roads, Right of Way Division's webpage at [www.dor.state.ne.us/roway/](http://www.dor.state.ne.us/roway/). Then click on the Real Estate Acquisition Guide for Local Public Agencies and select the appropriate form identified as PV-2.
- The Compensation Estimate is not considered an appraisal under the Uniform Standards of Professional Appraisal Practice (USPAP) as promulgated by The Appraisal Foundation and adopted by the Nebraska Real Estate Appraiser Board. This Compensation Estimate is prepared under a waiver of appraisal provision authorized by Federal Highway Administration guidelines,

49 CFR24, 102(c) (2). As such, the Jurisdictional Exception Rule of USPAP is invoked for Compensation Estimates.

A Compensation Estimate must contain the following elements.

- a. Project and parcel number.
- b. Owners name and property address, from the public records.
- c. Description, location and area of property to be acquired.
- d. Photos of part acquired.
- e. Determination of value and basis therefore.
- f. Statement of value of property being acquired broken down as to land and improvements.
- g. Data supporting land value and "cost of cure" items.
- h. Effective date of valuation, date of estimate, appraiser's signature and certification.

## 2. Short Form Appraisal

"Short Form" appraisals may be used for uncomplicated, whole or partial acquisitions where the highest and best use of the property is its present use and not changed by the acquisition and which are anticipated to exceed \$10,000 exclusive of fence relocation and/or fence reconstruction. Only one approach, usually the sales comparison method is applicable. Damages must be nominal or of the "cost to cure" type.

The "Short Form" Appraisal must contain the elements listed for a "Compensation Estimate" plus the following:

- a. Statement of assumptions and limiting conditions.
- b. Purpose of appraisal and property rights appraised.
- c. Five-year Sales History.
- d. Description of property including highest and best use, area, neighborhood, site and improvement data, photos of property affected, maps, plats and plans.
- e. Log of meetings with property owner and/or their designated representative.
- f. Indication of comparable sales and direct comparison to subject property and complete comparable sales analysis.
- g. Explanation of acquisition, damages, and benefits.

The standard forms may be used as appropriate. These forms may be located by accessing the Nebraska Department of Roads, Right of Way Division's webpage at [www.dor.state.ne.us/roway/](http://www.dor.state.ne.us/roway/). Then click on the Real Estate Acquisition Guide for Local Public Agencies and select the appropriate form identified as PV-3.

## 3. Detailed (Before & After) Appraisal

Standard "Before and After" appraisals shall be used in those instances when the acquisition is of a complicated nature, or causes a diminution of value to the remainder.

A detailed (Before & After) Appraisal shall contain the following elements in a format similar to the following.

- a. Letter of Transmittal
- b. Salient Facts
  - (1) Project Number
  - (2) Tract Number
  - (3) Property Address
  - (4) Recorded Ownership
  - (5) Legal Description
  - (6) Tenant and Lease Data
  - (7) Highest and Best Use (Before & After)
  - (8) Zoning
  - (9) Tax and Assessment Data
  - (10) Sales History
  - (11) Purpose of Appraisal
  - (12) Function of Appraisal
- c. Log of meetings with property owner and/or their or her representative.
- d. Property Description
  - (1) Land (size, shape, topography, utilities, soil conditions, accessibility, etc.)
  - (2) Improvements (size, age, condition, number of rooms and all items necessary to properly describe).
- e. Land Valuation
- f. Value of Whole Property Before Taking
  - (1) Cost Approach
  - (2) Sales Comparison Approach
  - (3) Income Capitalization Approach
  - (4) Correlation
- g. Description and Effect of Taking
- h. Value of Part Taken
- i. Value of Remainder Before Taking
- j. Value of Remainder After Taking
  - (1) Cost Approach
  - (2) Sales Comparison Approach
  - (3) Income Capitalization Approach
  - (4) Correlation
- k. Damages
- l. Summary and Breakdown of Taking and Damages
- m. Leasehold Interests
- n. Addenda

- (1) Property Plat
- (2) Floor Plans
- (3) Photos
- (4) Sales and Rental Data (if not in Basic Data Report)
- (5) Sales Map (if not in Basic Data Report)
- (6) Appraiser's Certificate – See Appendix "B"

The above is intended as a guide and all items may or may not be necessary in all situations. At other times, supplemental data or headings may be required.

- D. Change in Valuation Caused by the Public Improvement. Any decrease or increase in the fair market value, prior to the date of valuation and caused by the public improvement for which such property is being acquired; or by the knowledge that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner, shall be disregarded when estimating the value of the real property being appraised.
- E. Documentation
  1. The "Before and After" method of valuation, as interpreted by State law, shall be used in partial acquisition except where it is obvious there is no damage to the residue land or improvements. These exceptions are noted and identified in Appendix C.
  2. The appraisal shall include all applicable approaches to value both "Before and After" value estimate. If an approach is not considered applicable, the appraiser shall so state with a short explanation as to why. All pertinent calculations used in developing these approaches shall be shown.
    - a. Where the cost approach is utilized, the appraisal report shall contain the specific source of cost data and an explanation of each type of accrued depreciation. The basis for this depreciation estimate must be included as a part of the approach.
    - b. In the market approach, the appraisal report must contain a direct comparison of pertinent comparable sales to the property being appraised. The appraiser shall include a statement setting forth their analysis and reasoning for each item of adjustment to comparable sales. A dollar amount or percentage amount adjustment shall be made for each non-comparable element requiring adjustment.
    - c. Where the income approach is used, there shall be documentation to support the income, expenses, interest rate, remaining economic life, and capitalization rate. Where it is determined that the economic rental income is different from the existing or contract income, the increase or decrease shall be explained and supported by market information.
    - d. Where two or more approaches to value are used, the appraisal shall show the correlation of the separate indications of value derived by each approach along with a reasonable explanation for the final

conclusion of value. This correlation shall be included for both before and after appraisals.

3. Special benefits shall be offset against the value of the damages to the remainder in accordance with State law. The after value appraisal shall eliminate any consideration of damages that are not compensable or benefits not allowable under State law, even though they may, in fact, exist in the ultimate value of the remaining property in the market. In case of doubt, a State legal ruling should be secured.
4. The appraisal of the after value shall be supported to the same extent as the appraisal of the before value. This support shall include one or more of the following:
  - a. Sales comparable to the remainder properties.
  - b. Sales of comparable properties from which there have been similar acquisitions or takings for like usages.
  - c. Development of the income approach on properties that show economic loss or gain as a result of similar acquisitions or takings for like usages.
  - d. Indications from severance damage studies as related to similar takings.
  - e. If the data described in (1) through (4) are not available, the appraisal shall so state and give the appraiser's reasoning for their value estimate.
5. The difference between the before and after appraisal will represent the value of the property being acquired, including the damages and benefits to the remainder. The appraiser shall in the appraisal analyze and tabulate the difference showing a reasonable allocation to land, improvements, damages and benefits. The following general outline should be followed:
  - a. Value of Whole Property.
  - b. Value of Part Taken.
  - c. Value of Remainder as of Before Taking.
  - d. Value of Remainder as of After Taking.
  - e. Damages and/or Special Benefits {Difference between item (3) and (4)}.
  - f. Allocation of Taking & Damages and/or Special Benefits.
6. All valuation reports shall include identified photographs of the subject property including all principal above ground improvements or unusual features affecting the value of the property.
7. Valuation reports for whole takings shall contain a sketch or plat of the property showing boundary dimensions, location of improvements and other significant features of the property. For partial takings the sketch or plat shall also show the area to be acquired, relation of improvements to the taking area and area of each remainder.
8. Each valuation report shall contain or make reference (when separate project report is furnished) to the comparable sales that were used in arriving at the

market value estimate. The comparable sale data shall contain the following information:

- a. Date of Sale.
  - b. Names of the parties to the transaction.
  - c. Consideration paid.
  - d. Financing and how it affected the sales price. If the Appraiser is unable to verify the financing and conditions of sale from the usual sources, such as buyer, seller, broker, attorney, or escrow company or any person having knowledge of these factors, he/she shall so state giving the reason or reasons.
  - e. Conditions of the sale.
  - f. Personal verification of the sale, with whom and when.
  - g. Location.
  - h. Total area.
  - i. Type of improvements.
  - j. Highest and best use at time of sale.
  - k. Zoning at time of sale.
  - l. Identified photographs of all principal above ground improvements or unusual features affecting the value of the comparable.
  - m. Any other data pertinent to the analysis and evaluation of the sale.
9. All property valued and the comparable sales which were relied upon in arriving at the market value estimate shall be personally inspected in the field by the Appraiser and all dates of inspection shall be shown in either the project or individual parcel valuation report, whichever is appropriate.
  10. Each valuation report shall contain the date of the Appraiser's signature and the date of valuation.
  11. The property owner or their representative shall be given the opportunity to accompany the Appraiser during the Appraiser's inspection of the property and a report of such inspection shall be made a part of the appraisal report as per Section II, C, 4, C of these specifications.
- F. In every case, unless specified otherwise, the purpose of the valuation document is to express and support the Appraiser's estimate of fair market value as determined through the use of standard valuation processes. In addition, three important facts must be kept in mind.
1. Nebraska Department of Roads Review Appraisers and possibly Federal Highway Administration officials may review the valuation report.
  2. The valuation document will also be used to properly inform the negotiator of all pertinent facts prior to negotiation with the property owner. Such items as comparable sales must be well selected, verified and accurately reported so that the negotiator may use them in negotiations and even take the property owner to see them if it becomes necessary to do so.
  3. The valuation document and the project report may be distributed to the owner of the property as a part of the negotiation process.



- G. The Appraiser shall testify in court if required and shall defend the Compensation Estimate or Appraisal in the court testimony if the date of taking is within a reasonable time after the date of Compensation Estimate or Appraisal.
- H. The Appraiser shall determine if the property is leased and value the lease to determine the lessor and lessee's interest, justify these interests, if they exist, and compute the damages to these interests as part of the total damages.
- I. Any tenant-owned building, structure, or other improvement, which would be considered to be real property if owned by the owner of the real property on which it is located, shall be considered to be real property and shall be appraised as such to determine its fair market value. This shall include any improvement of a tenant-owner who has the right or obligation to remove the improvement at the expiration of the lease term.
- J. In appraising income-producing property that contains personal property owned by the owner of the real estate, the income of the personal property will not be considered a part of the gross income of the real property. Therefore, the Appraiser is required to show a deduction from the gross income, the amount the personalty contributes to the gross income.
- K. The following is a list of non-compensable items which the Appraiser agrees to review and also the Appraiser agrees that damages will not be estimated based upon these non-compensable items as listed in the tracts under this contract.
  - 1. Loss of profits or business.
  - 2. An option does not constitute an interest in land requiring compensation where it has not been exercised.
  - 3. Circuity of travel by reason of the blocking of existing county roads is not compensable where it is a damage suffered in common with the public generally.
  - 4. The placing of medians in the center of a street or thoroughfare does not entitle the owner to damages inasmuch as this is in accordance with the police power even though right of way is acquired at the same time.
  - 5. In computing damages or assessing damages for property taken containing valuable deposits of minerals, sand, gravel, or other types of materials, the land must be valued considering the potentialities that it has and the minerals it contains as land and cannot be valued on a yards time price basis of the quantity of minerals contained.
  - 6. Damages arising by reason of the police power or exercise thereof are not compensable.
  - 7. Damages during the period of constructions such as noise, dust, inability of customers to conveniently get the owner's property, the closing off of street and detour of traffic are not compensable.

8. Damages by reason of the loss of anticipated profits that the owner claims that could have made had they been allowed to continue the use of the property are not compensable.
- L. When severance damages are estimated, the Appraiser will support the damages by use of comparable sales. If comparable sales aren't available, other recognized methods may be used.
- M. The classification of equipment and fixtures as realty or personalty is necessary so that the appraiser can list and evaluate each piece of equipment. This is only required when the building they are located in is being acquired as a result of the project. In other words, valuation of the equipment and fixtures, as personalty, is not required, if the Local Public Agency is not acquiring the building they are located in.

The Appraiser understands that the Local Public Agency may make two offers to the owner. One offer will include all realty, including the equipment and fixtures considered a part of the realty. The other offer will include all realty, including the equipment and fixtures considered a part of the realty, and all equipment and fixtures considered to be personalty.

Therefore, it is necessary that the Appraiser list and make a determination on each piece of equipment and fixture as to whether it is realty or personalty.

The valuation document must contain sufficient documentation, including valuation data and the appraiser's analysis of that data, to support the opinion of value being placed on the equipment and fixtures considered a part of the realty, and all equipment and fixtures considered to be personalty.

- N. Estimates will be required in those instances where the "cost to cure" method is used in determining damages to the property remainder or when the appraiser decides to employ or obtain estimates of cost to be used as a part of the valuation document.
- O. When a sub-contractor is required to complete a Specialty Report; the appraiser shall furnish the sub-contractor's qualifications and experience, along with the bid amount to complete the Specialty Report to the Local Public Agency for approval.

The bid amount of the sub-contractor will be paid as a part of the original contract, if the Local Public Agency notifies the appraiser that a Specialty Report is required during the request for proposal process, or as a Supplement Contract, if the Local Public Agency and the appraiser determine it is necessary to obtain the services of sub-contractor after the contract for Appraisal Services has been executed.

The Specialty Report value will not arbitrarily be added to the valuation of the realty, but shall be considered to the extent of the contributory value in establishing the value of the whole property.

## APPENDIX "A"

### NONDISCRIMINATION CLAUSES

During the performance of this contract, the appraiser, for itself, its assignees and successors in interest (hereinafter referred to as the "appraiser"), agrees as follows:

Compliance with Regulations: The Appraiser will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The appraiser, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of disability race, color, sex, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The appraiser will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulations.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the appraiser for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the appraiser of the appraiser's obligations under this contract and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

Information and Reports: The appraiser will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Public Agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a appraiser is in the exclusive possession of another who fails or refuses to furnish this information, the appraiser shall so certify to the Local Public Agency as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of the appraiser's noncompliance with the nondiscrimination provisions of this contract, the Local Public Agency shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

- (a) withholding of payments to the appraiser under the contract until the appraiser complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions: The appraiser will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The appraiser will take such action with respect to any subcontract or procurement as the Local Public Agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a appraiser becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the appraiser may request the Local Public Agency to enter into such litigation to protect the interests of the Local Public Agency.

## MINORITY BUSINESS ENTERPRISES

### Policy

The Appraiser and Local Public Agency agree to ensure that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the minority business requirements of 49 CFR Part 23 are hereby made a part of and incorporated by this reference into this agreement.

### Minority Business Enterprises Obligation

The Appraiser and Local Public Agency agree to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, the Appraiser shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. The Appraiser shall not discriminate on the basis of disability; race, color, sex, religion or national origin, in the performance of FHWA assisted contracts.

Failure of the Appraiser to carry out the requirements set forth above shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the agreement or contract by the Local Public Agency or such remedy as the Local Public Agency deems appropriate.

## DRUG-FREE WORKPLACE POLICY

The Appraiser shall have, on file with the Local Public Agency, an acceptable drug-free workplace policy.

APPENDIX "B"

Project No. ENH-40(59) Control No. 42650

Parcel No. \_\_\_\_\_

CERTIFICATE OF APPRAISER

I hereby certify:

That I have personally inspected the property herein appraised and that I have afforded the property owner, or their representative, the opportunity to accompany me at the time of the inspection. I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in making said appraisal were as represented in said appraisal.

That to the best of my knowledge and belief, the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based is correct; subject to the limiting conditions therein set forth.

That I understand that such appraisal is to be used in connection with the acquisition of right of way for a project to be constructed by the City of Grand Island with the assistance of Federal-aid highway funds, or other Federal funds.

That such appraisal has been made in conformity with the appropriate State laws, regulations and policies and procedures applicable to appraisal of right-of-way for such purposes, and the Uniform Standards of Professional Appraisal Practice; and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the value reported herein.

That I have no direct or indirect present or contemplated future personal interest in such property or in any way benefit from the acquisition of such property appraised.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the Local Public Agency, the Nebraska Department of Roads, or officials of the Federal Highway Administration and I will not do so until so authorized by the Local Public Agency, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified as to such findings.

That my opinion of the fair market value of the acquisition as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is \$\_\_\_\_\_ based upon my independent appraisal and the exercise of my professional judgment.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

PV-6

## APPENDIX "C"

### LIST OF INDIVIDUAL TRACTS TO BE APPRAISED

TRACT NUMBER	TYPE OF APPRAISAL/ESTIMATE	FEE
1	Compensation Estimate	\$ 900.00
2	Compensation Estimate	\$ 900.00
3	Compensation Estimate	\$ 900.00
1 and 2	Project Management	\$ 340.00
3	Project Management	\$ 340.00

TOTAL FEE \$3,380.00

Start Date August 14

Completion Date: \_\_\_\_\_

Submitted by: \_\_\_\_\_  
Please Print

\_\_\_\_\_  
Please Sign

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RESOLUTION 2012-225

WHEREAS, the City of Grand Island, in accordance with the Right-of-Way Acquisition Guide for Local Public Agencies, has negotiated appraisal services with Midwest Right of Way Services for the State Street and Capital Avenue Connector Trail Project; and

WHEREAS, such services include Compensation Estimates of \$2,700.00 and Project Management Fees of \$680.00, for a total agreement cost of \$3,380.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement between the City of Grand Island and Midwest Right of Way Services, Inc. of for appraisal services in connection with the State Street and Capital Avenue Connector Trail Project is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 28, 2012.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 24, 2012	☐ City Attorney



# City of Grand Island

Tuesday, August 28, 2012

Council Session

## Item G8

**#2012-226 - Approving Change Order No. 2 for Asphalt Resurfacing Project 2012-AC-1**

Staff Contact: Terry Brown, Interim Public Works Director



# **Council Agenda Memo**

**From:** Scott Griepenstroh, PW Project Manager

**Meeting:** August 28, 2012

**Subject:** Approving Change Order No. 2 for Asphalt Resurfacing Project 2012-AC-1

**Item #:** G-8

**Presenter(s):** Terry Brown, Interim Public Works Director

## **Background**

Gary Smith Construction Co., Inc., of Grand Island, Nebraska was awarded a \$309,967.70 contract by the City Council on May 8, 2012 for the annual asphalt overlay project. The estimate for the 2011 asphalt resurfacing project was \$395,392.70.

Asphalt resurfacing was planned for the following locations

- Eddy Street – 4th Street to 10th Street
- West Second Street – Webb Road to St Joe Branch Railroad Tracks
- Johnstown Road – Old Highway 30 to Highway US-30

City Council approved Change Order No. 1 for this project on August 14, 2012, which reduced the contract amount by \$12,053.30 due to the City's purchase of the Reclaimed Asphalt Pavement (RAP) from the Nebraska Department of Roads (NDOR) to be used for this project.

## **Discussion**

The planned, final elevation of the pavement surface on the West Second Street and Johnstown Road locations is 1" to 1.5" higher than the original surface. The intention for raising the surface elevation was to increase pavement structure and improve and lengthen performance from the new asphalt overlay.

Raising the roadway surface resulted in an elevation difference at several gravel driveways. To protect the edge of the asphalt surface and remove "bumps" at driveways, the Contractor was directed to place millings, or Reclaimed Asphalt Pavement (RAP), on driveway entrances at the pavement's edge. RAP was selected because this material compacts easily and immediately provides a firm, stable surface.

The agreed unit price for “Reclaimed Asphalt Pavement Surface Course (for Driveways)” compares to 135% of the July 1, 2010 through June 30, 2011 Average Unit Price for the item “Crushed Rock Surface Course” from Nebraska Department of Roads highway construction contracts. The agreed unit price is reasonable considering the higher value of millings and the compacting effort required for proper placement.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve Change Order No. 2 for Asphalt Maintenance Project 2012-AC-1.

### **Sample Motion**

Move to approve the resolution.

City of Grand Island  
100 East 1st Street  
Grand Island, Nebraska 68801

**CHANGE ORDER NUMBER 2**

**Date of Issuance:** August 28, 2012

**PROJECT:** Asphalt Maintenance Project 2012-AC-1

**CONTRACTOR:** Gary Smith Construction Co., Inc.

**CONTRACT DATE:** May 8, 2012

	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
1. Reclaimed Asphalt Pavement Surface Courses (for Driveways)	65.00 Ton	\$30.00/Ton	\$1,950.00

**TOTAL OF CHANGE ORDER NO. 2** **\$1,950.00**

Contract Price Prior to This Change Order .....\$297,914.40

Net Increase/~~Decrease~~ Resulting from this Change Order .....\$ 1,950.00

**Revised Contract Price Including this Change Order.....\$299,864.40**

**Approval Recommended:**

By \_\_\_\_\_  
Terry Brown, Interim Public Works Director

Date \_\_\_\_\_

**The Above Change Order Accepted:**

\_\_\_\_\_  
Gary Smith Construction Co., Inc.  
Contractor

By \_\_\_\_\_

Date \_\_\_\_\_

**Approved for the City of Grand Island:**

By \_\_\_\_\_  
Jay Vavricek, Mayor

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

Date \_\_\_\_\_

RESOLUTION 2012-226

WHEREAS, on May 8, 2012, by Resolution 2012-117, the City of Grand Island awarded Gary Smith Construction Co., Inc. of Grand Island, Nebraska the bid in the amount of \$309,967.70 for Asphalt Resurfacing Project No. 2012-AC-1; and

WHEREAS, on August 14, 2012, by Resolution 2012-207, City Council approved Change Order No. 1 for such project, which allowed for a contract price deduction of \$12,053.30 due to the City purchasing Reclaimed Asphalt Pavement (RAP) acquired from Interstate 80 and owned by Nebraska Department of Roads (NDOR); and

WHEREAS, it has been determined that modifications need to be made at several gravel driveways to protect the edge of the asphalt surface and remove “bumps” at the driveways; and

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

WHEREAS, the result of such modifications will increase the contract amount by \$1,950.00 for a revised contract price of \$299,864.40.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 28, 2012.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 24, 2012	☐ City Attorney



# City of Grand Island

Tuesday, August 28, 2012

Council Session

## Item G9

**#2012-227 - Approving Certificate of Final Completion for the 2012  
Chip Seal Project No. 2012-CS-1**

Staff Contact: Terry Brown, Interim Public Works Director

# **Council Agenda Memo**

**From:** Scott Griepenstroh, PW Project Manager

**Meeting:** August 28, 2012

**Subject:** Approving Certificate of Final Completion for the 2012 Chip Seal Project No. 2012-CS-1

**Item #'s:** G-9

**Presenter(s):** Terry Brown, Interim Public Works Director

## **Background**

Sta-Bilt Construction Company of Harlan, Iowa was awarded a \$68,015.00 contract on May 8, 2012. Work on the project commenced on June 27, 2012 and was completed on that same day.

This year's work involved chip sealing on the following City streets.

**Section #1.** 4<sup>th</sup> Street, east of Congdon Avenue to 7<sup>th</sup> Street and Sky Park Road; 7<sup>th</sup> Street to East Capital Avenue

**Section #2.** Broadwell Avenue from the north entrance to the Veteran's Fields Sports Complex north through the intersection of Airport Road

## **Discussion**

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Work was completed at a total cost of \$61,149.50.

The project was underrun by a total of \$6,865.50.

## **Alternatives**

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

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

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

### **Recommendation**

City Administration recommends that the Council approve the Certificate of Final Completion for the 2012 Chip Seal Project No. 2012-CS-1.

### **Sample Motion**

Move to approve the Certificate of Final Completion for the 2012 Chip Seal Project no. 2012-CS-1.

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Chip Seal Project No. 2012-CS-1  
CITY OF GRAND ISLAND, NEBRASKA  
August 28, 2012

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

This is to certify that the Chip Seal Project No. 2012-CS-1 has been fully completed by Sta-Bilt Construction Company of Harlan, Iowa under the contract dated May 8, 2012. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

### **Chip Seal Project No. 2012-CS-1**

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
1	Chip Seal Aggregate	212.10	c.y.	\$95.00	\$20,149.50
2	Chip Seal Emulsified Asphalt	5,408.0	gal	\$5.00	\$27,040.00
3	Temporary Sign Day	17.0	ea.	\$20.00	\$340.00
4	Barricade, Type II	36.0	bday	\$20.00	\$720.00
5	Barricade, Type III	9.0	bday	\$20.00	\$180.00
6	Temporary Raised Pavement Marker (Yellow)	303.0	ea.	\$3.00	\$909.00
7	Temporary Raised Pavement Marker (White)	177.0	ea.	\$3.00	\$531.00
8	Flagging	2.0	day	\$265.00	\$530.00
9	Mobilization	1.0	l.s.	\$10,000.00	\$10,000.00
10	Flashing Arrow Panel	1.0	day	\$750.00	\$750.00
<b>Total Bid Section =</b>					<b>\$61,149.50</b>

I hereby recommend that the Engineer's Certificate of the 2012 Chip Seal Project No. 2012-CS-1 be approved.

\_\_\_\_\_  
Terry Brown – Interim Public Works Director

\_\_\_\_\_  
Jay Vavricek – Mayor



RESOLUTION 2012-227

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for the 2012 Chip Seal Project No. 2012-CS-1, certifying that Sta-Bilt Construction Company of Harlan, Iowa, under contract, has completed the improvement project; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for the 2012 Chip Seal Project No. 2012-CS-1, in the amount of \$61,149.50, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 28, 2012.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 24, 2012	☐ City Attorney



# City of Grand Island

Tuesday, August 28, 2012

Council Session

## Item G10

**#2012-228 - Approving Contractor's Retainage Release for the  
Aeration Basin Improvements at the Wastewater Treatment Plant**

Staff Contact: Terry Brown, Interim Public Works Director

# **Council Agenda Memo**

**From:** Marvin Strong, Wastewater Treatment Plant Engineer

**Meeting:** August 28, 2012

**Subject:** Approving Contractor's Retainage Release for the Aeration Basin Improvements at the Wastewater Treatment Plant

**Item #'s:** G-10

**Presenter(s):** Terry Brown, Interim Public Works Director

## **Background**

The City Council awarded the contract for construction to Oakview dck, LLC of Red Oak, Iowa in the amount bid of \$3,487,000 for the Aeration Basin Improvements for the Wastewater Treatment Plant on December 7, 2010. The primary purpose of the Aeration Basin Improvements project is to replace existing aeration equipment that is at or near the end of its useful life. Two existing blowers have been replaced with two high efficiency units that improve reliability and reduce energy usage and operating costs. The two new blowers operate with the two existing blowers which have remained in service. In addition to the blowers, the aeration basin piping and aeration equipment is modified or replaced to optimize process controls and replace aged equipment.

August 9, 2011, City Council approved a unit cost Change Order No. 1 for structural concrete sealing in joint work, in the amount of \$89,252.00, for a revised contract is \$3,576,252.00.

September 13, 2011, City Council approved a unit cost Change Order No.2 for Spiral Screw Pump modifications, in the amount of \$397,897.00, for a revised contract is \$3,974,149.00.

March 13, 2012, City Council approved a unit cost Change Order No.3 for miscellaneous changes to the work scope in the combined amount of a credit \$(30,124.00), for a revised contract is \$3,944,025.00.

June 26, 2012 City Council approved a no cost Change Order No.4 in contract time extension for the blower and aeration basin improvements and the screw pump rehabilitation work, additionally a final completion contract time extension was adjusted to October 23, 2012.

## **Discussion**

The Aeration Basin Improvements Construction Project is at substantial completion; the need to withhold additional retainage in the schedule of values is not warranted.

City staff and the consulting engineer, Black & Veatch of Kansas City, Missouri recommend reducing the current withheld retainage of \$188,898.77 to \$80,000.00 in which is sufficient funds to cover any outstanding scope in work for the project.

## **Alternatives**

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

1. Move to approve a resolution granting a retainage reduction in the contract with Oakview dck, LLC of Red Oak, Iowa in the Aeration Basin Improvement Project.
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 retainage reduction to the contract for Aeration Basin Improvement to Oakview dck, LLC of Red Oak, Iowa at the Wastewater Treatment Plant.

## **Sample Motion**

Move to approve a retainage reduction to the contract for Aeration Basin Improvement to Oakview dck, LLC of Red Oak, Iowa.



August 16, 2012

City of Grand Island, Nebraska Publics Works Dept.  
Grand Island Wastewater Treatment Plant  
Aeration Basin Improvements

B&V Project 163132.0420  
B&V File G-1.3

Mr. Marvin Strong  
City of Grand Island, Nebraska  
P.O. Box 1968  
Grand Island, Nebraska 68802-1968

Substantial Completion for Blower and Basin Work

Attention: Marvin

This letter addresses Oakview's request for substantial completion for the above referenced project. The following items are attached:

- Oakview's letter dated July 3, 2012 requesting substantial completion.
- List of outstanding items dated August 9, 2012.

Based on our inspection, it is our opinion that all facilities and related work can be used for their intended purpose. As such, we recommend that an effective date for project substantial completion be established as July 5, 2012. Attached is a list of outstanding items. The items must be completed prior to final acceptance of the work. This list is tentative and should not be considered all-inclusive. A reduction in retainage to \$80,000 is reasonable to complete or resolve the remaining items.

If you have any questions regarding these items, please contact me at 913-458-6558 or Derek Cambridge at 913-458-3465.

Very truly yours,

BLACK & VEATCH

Gary J. Schnettgoecke  
Engineering Manager

Enclosures

cc: Marvin Strong, City, w/encl  
Roger Scott, w/encl  
James McClellan, Olsson, w/encl  
Jeff Soe, Oakview, w/encl  
Derek Cambridge, w/encl  
B&V File, w/encl



Oakview dck, LLC  
a dck worldwide company

July 3, 2012

Black & Veatch  
8400 Ward Parkway  
Kansas City, MO 64114

Attn: Mr. Gary S.

Re: Substantial Completion  
Grand Island  
Aeration Project  
OCI #71021

Dear Gary,

Oakview dck, LLC considers the original contract of the Grand Island Aeration project substantially complete and request your inspection of the project.

Sincerely,

Oakview dck, LLC

A handwritten signature in blue ink, appearing to read "Jeff Sue".

Jeff Sue  
Project Manager

Cc Travis Grammer

Oakview dck, LLC 1981 G Avenue, Box 450 Red Oak Iowa 51566 4474  
phone: 712.623.4927 dckww.com fax: 712.623.5497

RESOLUTION 2012-228

WHEREAS, the Aeration Basin Improvements Construction Project is at substantial completion; and

WHEREAS, the need to withhold additional retainage in the schedule of values is not warranted; and

WHEREAS, City staff and the consulting engineer, Black & Veatch of Kansas City, Missouri recommend reducing the current withheld retainage of \$188,898.77 to \$80,000.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that retainage be reduced to the amount of \$80,000.00 with the contracting firm, Oakview dck, LLC of Red Oak, Iowa, for WWTP-2010-3 Aeration Basin Improvements project at the Wastewater Treatment Plant is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 28, 2012.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 28, 2012	☐ City Attorney



# City of Grand Island

Tuesday, August 28, 2012

Council Session

## Item G11

**#2012-229 - Approving Amendment No. 2 to the Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation" with Black & Veatch**

Staff Contact: Terry Brown, Interim Public Works Director



# **Council Agenda Memo**

**From:** Terry Brown, Manager of Engineering Services

**Meeting:** August 28, 2012

**Subject:** Approving Amendment No. 2 to the Agreement for Professional Engineering Services entitled "Wastewater Treatment Plant and Collection System Rehabilitation" with Black & Veatch

**Item #'s:** G-11

**Presenter(s):** Terry Brown, Interim Public Works Director

## **Background**

On October 11, 2011 City Council approved 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.

On April 24, 2012 City Council approved Amendment No. 1 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, 4<sup>th</sup> to 5<sup>th</sup> Eddy to Vine, Northeast Interceptor Phase 1A, and 1B, South and West Collection System rehabilitation, and Wastewater Treatment Rehabilitation.

## **Discussion**

The City's Public Works Department has separate Community Development Block Grants (CDBG) that requires additional outsourced design disciplines.

Amendment No. 2 adds CDBG guideline provisions to the agreement, as well as provides construction engineering services for the Lift Station No. 7 Improvements and 4<sup>th</sup> Street to 5<sup>th</sup> Street; Eddy Street to Vine Street rehabilitation with the consulting firm Black & Veatch of Kansas City, Missouri.

For professional consulting services to be eligible under the CDBG guidelines the following provisions need established into consultants agreement with the City:

Provisions requiring the consultant to maintain records and furnish reports, and  
Compliance with Executive Order 11246, as amended, and  
Title VI of the Civil Rights Act of 1964 clause, and  
Section 109 of the Housing and Community Development Act of 1974 clause,  
and  
Section 3 compliance clause, and  
Access to Records/Maintenance of Records clause, and  
Age Discrimination Act of 1975, as amended, and  
Section 504 of the Rehabilitation Act of 1973, as amended

The agreement cost increase for Amendment No. 2 is \$53,000.00, resulting in a revised agreement cost of \$3,084,235.00.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the Amendment No. 2 to the original agreement with Black & Veatch of Kansas City, Missouri and pass a Resolution authorizing the Mayor to sign the amendment.

### **Sample Motion**

Move to approve the resolution authorizing the Mayor to sign Amendment No. 2 with the consulting firm Black & Veatch of Kansas City, Missouri.

AMENDMENT NO. 2  
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 \_\_\_\_\_, 2012 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 25- LOCAL, STATE, AND FEDERAL FUNDING**

**1. General**

Pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (the Department) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

It would be beneficial to the City to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein **related to Lift Station #7 and Eddy to Vine Street**, and such endeavor would tend to best accomplish the objectives of the local CDBG program.

**2. Records**

The Consultant agrees to maintain such records and follow such procedures as may be required under 24 CFR 85.42(b)(c) and any such procedures that the City or the Department may prescribe. In general such records will include information pertaining to the agreement,

obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this agreement and work undertaken under this agreement shall be retained by the Consultant for a period of ten years after the final audit of the City CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

The City, the Department, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and agreement.

**3. Title VI of the Civil Rights Act of 1964.**

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**4. Section 109 of the Housing and Community Development Act of 1974.**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**5. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities.**

- a. The work to be performed under this agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to this agreement will comply with the provisions of said Section 3. The parties to this agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- c. The consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

**6. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101, et.seq.).**

No person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

**7. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794).**

No otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

**8. Executive Order 11246, As Amended.**

This Order applies to all federally assisted construction contracts and subcontracts. The Grantee and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin.

**9. Conflict of Interest (24 CFR85.36(b)(3)).**

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

**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 \$3,031,235 (per Council Resolution 2011-307 dated October 11, 2011) to \$3,084,235, representing an increase of \$53,000.

**ARTICLE 3 – SERVICES TO BE PERFORMED BY ENGINEER**

The scope of services for this amendment includes the following services:

**1. Collection System Rehabilitation – Construction Phase Services for Lift Station #7.**

The Scope of Services as described in Attachment A – Scope of Services shall be amended to include the following:

## **TASK 4.4 - CONSTRUCTION PHASE SERVICES**

### **Task 4.4.1 – Construction Phase Services - Lift Station #7**

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:

1. 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.
2. Establish Baseline Survey/Grade and Alignment Survey Check. Establish field control points for Contractor to use for surveying alignment and grade for the sewer line. Perform necessary survey checks of Contractor installations at critical locations and times during construction. This activity 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.
3. Construction Administration. Provide general administration services to facilitate and verify that the work by the Contractor is 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.
4. Attend and Conduct Monthly Construction Progress Meetings. Attend and conduct regularly scheduled construction progress monthly meetings as required by the specifications. Engineer 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 monthly progress meetings are:

Lift Station #7 -

Two (2) meetings

5. Schedule Reviews. 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. 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.
7. Investigate/Negotiate Contractor Claim. Investigate and process all necessary construction change order 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.
8. 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.
9. 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.
10. Review Contractor's Submittals. Review Contractor's submittals, shop drawings, and other data submitted by the Contractor as required by the construction contract documents. 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.
11. 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.
12. 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.
13. 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.
14. 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. As necessary, a formal request will be forwarded to the Contractor requesting corrective action.



## **TASK 4.5 – RESIDENT OBSERVATION SERVICES DURING CONSTRUCTION**

### **Task 4.5.1 – Resident Observation Services During Construction - Lift Station #7**

ENGINEER, through sub-consultant, shall furnish a Resident Project Representative (RPR) under the project work plan for construction of the work for a cumulative total of the following man hours:

Lift Station #7 -

360 hours

The man hours are based on an estimated construction length of 12 weeks with an average of 30 hours per week of observation time. 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:

1. Site Observations and Liaison. Conduct onsite observations on a part-time or full-time basis, depending on the project and work being performed, of the general progress of the work to assist ENGINEER 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 Contractor's superintendent, assist ENGINEER in providing interpretation of the construction contract documents. Transmit ENGINEER's clarifications and interpretations of the construction contract documents to the Contractor. 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 Contractor or its superintendent 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.

2. Meetings, Reports, and Documents. Attend the preconstruction conference. Attend 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. 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.

3. Observe Contractor's Field Tests. Observe field tests of equipment, soils compaction, concrete, structures, and piping, 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.
4. 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:

Lift Station #7

Backfill field density tests -	10 tests
Concrete sets of cylinder casts and tests -	3 sets and tests
Standard Proctor and Atterberg limit tests -	1 test

Plus supervision, data review, and reports

5. 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.

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: Senior Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

RaNae Edwards, City Clerk

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

\_\_\_\_\_

Date: \_\_\_\_\_

Jason Eley, City Attorney



RESOLUTION 2012-229

WHEREAS, On October 11, 2011 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, and

WHEREAS, The City's Public Works Department has separate Community Development Block Grants (CDBG) that requires additional outsourced design disciplines; and

WHEREAS, Amendment No. 2 adds CDBG guideline provisions, as well as provides construction engineering services for the Lift Station No. 7 Improvements and 4<sup>th</sup> Street to 5<sup>th</sup> Street; Eddy Street to Vine Street rehabilitation to the agreement with the consulting firm Black & Veatch of Kansas City, Missouri; and

WHEREAS, the agreement cost increase for Amendment No. 2 is \$53,000.00, resulting in a revised agreement cost of \$3,084,235.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 2 adds provisions to the consulting agreement for such consulting services to be eligible in providing design disciplines developing Community Development Block Grant Projects.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 28, 2012.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 14, 2012	☐ City Attorney



# City of Grand Island

Tuesday, August 28, 2012

Council Session

## Item G12

**#2012-230 - Approving Budget Amendment to CDBG Grant #10-CR-002 – Phase II Comprehensive Revitalization Strategy Grant**

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

Staff Contact: Marco Floreani

RESOLUTION 2012-230

WHEREAS, the City of Grand Island, Nebraska, is an eligible unit of a general local government authorized to receive Community Development Block Grant (CDBG) contract amendment through the Nebraska Department of Economic Development; and

WHEREAS, the Nebraska Department of Economic Development is offering a CDBG Economic Development Grant for activities that meet the CDBG national objective of benefiting low-to-moderate income persons; and

WHEREAS, a grant was awarded for improvements in Block Groups 11 and 12 for the amount of \$270,020.00; and

WHEREAS, the City is requesting an extension and budget amendment of Phase II funds for sewer improvements; and

WHEREAS, the Nebraska Department of Economic Development presently requires a public hearing to accept comments and inform the public on the status of the proposed project and grant application; and

WHEREAS, the public hearing on June 12, 2012, offers the public opportunity to make such comments to the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska is hereby authorized to apply for a contract extension and budget amendment with the Nebraska Department of Economic Development for the Community Revitalization Phase II Grant and the Mayor is hereby authorized and directed to execute such proceedings on behalf of the City of Grand Island for such grant programs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 28, 2012.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	▣ _____
August 24, 2012	▣ City Attorney



# City of Grand Island

Tuesday, August 28, 2012

Council Session

## Item G13

### **#2012-231 - Approving Application of CDBG Grant #11-CR-002 – Phase III Comprehensive Revitalization Grant**

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

**Staff Contact: Marco Floreani**



RESOLUTION 2012-231

WHEREAS, the City of Grand Island, Nebraska, is an eligible unit of a general local government authorized to file an application through the Nebraska Department of Economic Development for a Community development Block Grant; and

WHEREAS, the Nebraska Department of Economic Development is accepting grant application for community revitalization; and

WHEREAS, a grant application has been prepared to request funding for sewer improvements in combined project area of Block Groups 11 and 12; and

WHEREAS, the City is requesting a grant which includes grant funds of approximately \$270,010.00 for sewer improvements; and

WHEREAS, the Nebraska Department of Economic Development presently requires a public hearing to accept comments and inform the public on the status of the proposed project and grant application; and

WHEREAS, the public hearing on June 12, 2012, offers the public opportunity to make such comments to the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island, Nebraska is hereby authorized to apply for a Community Revitalization Phase III Grant from the Nebraska Department of Economic Development for sewer line improvements 4<sup>th</sup> to 5<sup>th</sup> Street/Eddy to Vine, and the Mayor is hereby authorized and directed to execute such proceedings on behalf of the City of Grand Island for such grant programs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 28, 2012.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 24, 2012	☐ City Attorney



# City of Grand Island

Tuesday, August 28, 2012

Council Session

## Item G14

### **#2012-232 - Approving Amendment to CDBG Grant # 08-DPI-005 – Disaster Recovery Funding**

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

**Staff Contact: Marco Floreani**

RESOLUTION 2012-232

WHEREAS, The Nebraska Department of Economic Development has notified City Staff in additional funds be returned by other communities in Disaster Relief Funding, and

WHEREAS, The City of Grand Island, Nebraska, is an eligible unit of the Disaster Relief Funding authorized to file an application under the Community Development Block Grant Program; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be and hereby is authorized to proceed with the formulation of any and all contracts, documents or other memoranda between the City of Grand Island and the Nebraska Department of Economic Development for acceptance of the grant application.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 28, 2012.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	▣ _____
July 24, 2012	▣ City Attorney



# City of Grand Island

Tuesday, August 28, 2012

Council Session

## Item G15

**#2012-233 - Approving Redemption of Wood River Flood Control Bonds**

Staff Contact:

# **Council Agenda Memo**

**From:** Jaye Monter, Finance Director

**Meeting:** August 28, 2012

**Subject:** Approving Redemption of Wood River Flood Control Bonds

**Item #s:** G-15

**Presenter(s):** Jaye Monter, Finance Director

## **Background**

At the August 21, 2012 Special Meeting, Council voted unanimously to retire the Wood River Control Bonds in the principal amount of \$765,000 using cash reserves. The intent of which is to use the mill levy designated for the annual debt payment of approximately \$275,000 towards funding the Grand Island Police Department's 2013 budget request.

## **Discussion**

The City of Grand Island Wood River Flood Control Bonds, Series 2004 Refunding Series 1999 Bonds, date of original issue August 17, 2004 are outstanding in the amount of \$765,000 and are due in the years 2013 and 2014. The Wood River Diversion project was designed to provide flood protection for 1,755 structures in the City of Grand Island, numerous suburban dwellings, public facilities and utilities and protect 5,000 acres of irrigated cropland in rural Hall and Merrick Counties. In addition, the project enhanced wildlife habitat and provided for wetland development.

These Bonds are subject to redemption any time following August 17, 2009.

The interest rate on the Bonds maturing December 15, 2012 is 3.8%, the rate on the Bonds maturing December 15, 2013 is 4.00%, and the rate on the Bonds maturing December 14, 2013 is 4.10%.

The redemption of the outstanding bonds would require a cash outflow of \$765,000 and accrued interest of \$8,700. Interest savings of approximately \$38,225 would be incurred by retiring the bonds early over the three year time period.

If Council approves the redemption of these bonds, the Bonds will be called for payment on September 28, 2012. The paying agent and registrar for the Bonds is Cornerstone Bank.

### **Alternatives**

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

1. Approve the Resolution to redeem the Wood River Flood Control Bonds, City of Grand Island NE Refunding Bonds Series 2004.
2. Postpone the issue to a future meeting.
3. Take no action.

### **Recommendation**

City Administration recommends that the Council approve the Resolution to redeem the Wood River Flood Control Bonds, City of Grand Island NE Refunding Bonds Series 2004.

### **Sample Motion**

Move to approve the redemption of the Wood River Flood Control Bonds, City of Grand Island NE Refunding Bonds Series 2004.

## RESOLUTION 2012-233

WHEREAS, it is necessary and advisable that the following bonds (Bonds) in accordance with their option provisions, are hereby called for payment on September 28, 2012, after which date interest on the Bonds will cease:

Wood River Flood Control Bonds, City of Grand island NE Refunding Bonds Series 2004, date of original issue August 17, 2004 presently outstanding in the principal amount of \$765,000, due in years 2013, 2014 and 2015, issued for the purpose of refunding said Wood River Control Bonds Refunding Bonds, Series 2004. The Wood River Diversion project was designed to provide flood protection for 1,755 structures in the City of Grand Island, numerous suburban dwellings, public facilities and utilities and protect 5,000 acres of irrigated cropland in rural Hall and Merrick Counties. In addition, the project enhanced wildlife habitat and provided for wetland development. The Series 2004 Bonds mature and bear interest as follows:

Principal <u>Amount</u>	Maturity <u>Date</u>	Interest <u>Rate</u>	CUSIP <u>No.</u>
\$250,000	December 15, 2012	3.80%	385622NG6
\$250,000	December 15, 2013	4.0%	385622NH4
\$265,000	December 15, 2014	4.10%	385622NJ0

Said Bonds are hereinafter referred to as the “Refunded Bonds.”

Said bonds are subject to redemption at any time on or after August 17, 2009, as a whole or in part from time to time at the principal amount thereof, plus accrued interest on such principal amount then being redeemed to the date fixed for such redemption; and

WHEREAS, the principal of and interest on the Refunded Bonds shall be paid upon presentation and surrender thereof at the designated corporate trust office of Cornerstone Bank, (the “Paying Agent”), as paying agent and registrar for the Refunded Bonds; and

WHEREAS, a true copy of this resolution shall be filed immediately with the Paying Agent and the Paying Agent is hereby instructed to mail notice to each registered owner of the bonds not less than thirty days prior to the date fixed for redemption and to give any other notice as may be required by the Depository Trust Company; and

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

The above Bonds be redeemed on September 28, 2012.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 28, 2012.

Approved as to Form August 24, 2012	<input type="checkbox"/> City Attorney
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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, August 28, 2012

Council Session

## Item I1

**#2012-234 - Consideration of Approving Contracts with IBEW  
Local 1597 – Wastewater, Service/Clerical, Finance, and Utilities**

Staff Contact: Brenda Sutherland

# **Council Agenda Memo**

**From:** Brenda Sutherland, Human Resources Director

**Meeting:** August 28, 2012

**Subject:** Consideration of Approving Contracts with IBEW, Local No. 1597 - Wastewater Treatment, Service/Clerical, Finance and Utilities

**Item #'s:** I-1

**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, 2012. The City's negotiating team and IBEW's negotiating team met to negotiate the terms of a new agreement for the four groups. The negotiations were handled in good faith with both parties focused on a fair contract.

## **Discussion**

The four proposed labor agreements have very few changes in them. All four will run from 10/01/12 through 09/30/14. The agreements specify a 2% wage increase for all positions represented by the labor agreements in October 2012 and a 2.75% wage increase for the same positions in October 2013.

The Finance and Utilities agreements will now better define who is covered under "household" for medical leave usage. All four labor agreements will observe the same bereavement leave that non-union employees have and will therefore not use medical leave banks for this purpose or pallbearer services. Bilingual pay was added to the Wastewater Treatment Plant agreement which is another common benefit in the City. Employees may qualify for a \$1,000 per year stipend if their department director deems the second language a benefit to the department and they show proficiency in the second language during annual testing. The Utilities and Finance labor agreements have language added to provide reimbursement for fire retardant clothing (F.R.) for those

employees required to wear it. Employees required to wear full F.R. clothing may be reimbursed up to \$600 per year to purchase or rent F.R. clothing and employees required to wear partial F.R. clothing may be reimbursed up to \$350 to rent or purchase the same. The financial impact of the proposed wage increases will be approximately a \$270,000 increase over current wages in year one and approximately a \$384,000 increase in year two.

### **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 four 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, Utilities, Wastewater Treatment Plant and Service/Clerical 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, Utilities, Wastewater Treatment Plant and Service/Clerical labor agreements.



**and**

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

**FINANCE DEPARTMENT**

**October 1, 2012 through September 30, 2014**

## **AGREEMENT**

THIS AGREEMENT, dated this \_\_\_\_\_ day of August 2012, 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 to September 30, 2014.

### **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. 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.

## **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. 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. 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	
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**

Personal Leave Days will be given to employees each year. One will be given in October and must be taken by March 15th. The second Personal Leave Day will be given in April and must be taken by September 15th. In addition to the two personal leave days, the City will provide one annual personal leave day that will be granted 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.

### **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 (80) hours. Employees who have accrued vacation time in excess of this amount shall reduce their accrued vacation balance as follows:

**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**

**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 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 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.

### **A. 2012 - 2013 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 Exhibit "A", attached hereto. Said adjustments shall be effective the first full pay period on or after October 1, 2012.

### **B. 2013 – 2014 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 Exhibit "B", attached hereto. Said adjustments shall be effective the first full pay period on or after October 1, 2013.

### **C. 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. 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 service in Step 1;
- 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 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 in the manner described below.

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.

## **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. 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. 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.

## **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, 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 through September 30, 2014.

**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

# IBEW - FINANCE

## FY 2012 - 2013

Exhibit A

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Accounting Clerk</b> <b>7010</b>	Hourly	14.9673	15.5783	16.2144	16.8764	17.5654	18.2827	19.0292	19.8062
	BiWeekly	1,197.38	1,246.26	1,297.15	1,350.11	1,405.23	1,462.62	1,522.34	1,584.50
	Monthly	2,594.32	2,700.23	2,810.49	2,925.24	3,044.67	3,169.01	3,298.40	3,433.08
	Annual	31,131.88	32,402.76	33,725.90	35,102.86	36,535.98	38,028.12	39,580.84	41,197.00
<b>Cashier</b> <b>7012</b>	Hourly	13.7374	14.3584	15.0075	15.6857	16.3946	17.1356	17.9101	18.7196
	BiWeekly	1,098.99	1,148.67	1,200.60	1,254.86	1,311.57	1,370.85	1,432.81	1,497.57
	Monthly	2,381.15	2,488.79	2,601.30	2,718.86	2,841.74	2,970.18	3,104.42	3,244.74
	Annual	28,573.74	29,865.42	31,215.60	32,626.36	34,100.82	35,642.10	37,253.06	38,936.82
<b>Meter Reader</b> <b>7025</b>	Hourly	16.0618	16.6826	17.3275	17.9972	18.6927	19.4152	20.1655	20.9450
	BiWeekly	1,284.94	1,334.61	1,386.20	1,439.78	1,495.42	1,553.22	1,613.24	1,675.60
	Monthly	2,784.04	2,891.66	3,003.43	3,119.52	3,240.08	3,365.31	3,495.35	3,630.47
	Annual	33,408.44	34,699.86	36,041.20	37,434.28	38,880.92	40,383.72	41,944.24	43,565.60
<b>Sr Acctg Clerk</b> <b>7030</b>	Hourly	16.8236	17.4849	18.1725	18.8871	19.6297	20.4015	21.2039	22.0375
	BiWeekly	1,345.89	1,398.79	1,453.80	1,510.97	1,570.38	1,632.12	1,696.31	1,763.00
	Monthly	2,916.10	3,030.71	3,149.90	3,273.77	3,402.49	3,536.26	3,675.34	3,819.83
	Annual	34,993.14	36,368.54	37,798.80	39,285.22	40,829.88	42,435.12	44,104.06	45,838.00
<b>Sr Meter Reader</b> <b>7035</b>	Hourly	19.0229	19.4941	19.9772	20.4722	20.9795	21.4993	22.0320	22.5779
	BiWeekly	1,521.83	1,559.53	1,598.18	1,637.78	1,678.36	1,719.94	1,762.56	1,806.23
	Monthly	3,297.30	3,378.98	3,462.72	3,548.52	3,636.45	3,726.54	3,818.88	3,913.50
	Annual	39,567.58	40,547.78	41,552.68	42,582.28	43,637.36	44,718.44	45,826.56	46,961.98

# IBEW - FINANCE

## FY 2013 - 2014

Exhibit B

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Accounting Clerk</b> <b>7010</b>	Hourly	15.3789	16.0067	16.6603	17.3405	18.0484	18.7855	19.5525	20.3509
	BiWeekly	1,230.31	1,280.54	1,332.82	1,387.24	1,443.87	1,502.84	1,564.20	1,628.07
	Monthly	2,665.67	2,774.50	2,887.78	3,005.69	3,128.39	3,256.15	3,389.10	3,527.49
	Annual	31,988.06	33,294.04	34,653.32	36,068.24	37,540.62	39,073.84	40,669.20	42,329.82
<b>Cashier</b> <b>7012</b>	Hourly	14.1152	14.7533	15.4202	16.1171	16.8455	17.6068	18.4026	19.2344
	BiWeekly	1,129.22	1,180.26	1,233.62	1,289.37	1,347.64	1,408.54	1,472.21	1,538.75
	Monthly	2,446.64	2,557.23	2,672.84	2,793.64	2,919.89	3,051.84	3,189.79	3,333.96
	Annual	29,359.72	30,686.76	32,074.12	33,523.62	35,038.64	36,622.04	38,277.46	40,007.50
<b>Meter Reader</b> <b>7025</b>	Hourly	16.5035	17.1414	17.8040	18.4921	19.2067	19.9491	20.7201	21.5210
	BiWeekly	1,320.28	1,371.31	1,424.32	1,479.37	1,536.54	1,595.93	1,657.61	1,721.68
	Monthly	2,860.61	2,971.17	3,086.03	3,205.30	3,329.17	3,457.85	3,591.49	3,730.31
	Annual	34,327.28	35,654.06	37,032.32	38,463.62	39,950.04	41,494.18	43,097.86	44,763.68
<b>Sr Acctg Clerk</b> <b>7030</b>	Hourly	17.2862	17.9657	18.6722	19.4065	20.1695	20.9625	21.7870	22.6435
	BiWeekly	1,382.90	1,437.26	1,493.78	1,552.52	1,613.56	1,677.00	1,742.96	1,811.48
	Monthly	2,996.28	3,114.06	3,236.52	3,363.79	3,496.05	3,633.50	3,776.41	3,924.87
	Annual	35,955.40	37,368.76	38,838.28	40,365.52	41,952.56	43,602.00	45,316.96	47,098.48
<b>Sr Meter Reader</b> <b>7035</b>	Hourly	19.5460	20.0302	20.5266	21.0352	21.5564	22.0905	22.6379	23.1988
	BiWeekly	1,563.68	1,602.42	1,642.13	1,682.82	1,724.51	1,767.24	1,811.03	1,855.90
	Monthly	3,387.97	3,471.91	3,557.95	3,646.11	3,736.44	3,829.02	3,923.90	4,021.12
	Annual	40,655.68	41,662.92	42,695.38	43,753.32	44,837.26	45,948.24	47,086.78	48,253.40



**and**

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

**SERVICE/CLERICAL**

October 1, 2012 through September 30, 2014



## **AGREEMENT**

THIS AGREEMENT, dated this \_\_\_\_ day of August, 2012, 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 through and including September 30, 2014.

### **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, 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  
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 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. 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 15<sup>th</sup> 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 15<sup>th</sup>, if September 15<sup>th</sup> 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).

**ARTICLE III - HOLIDAYS AND HOLIDAY PAY**

**A. HOLIDAYS**

The following holidays are observed:

New Year's Day	Veteran's Day
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) personal leave days will be given to employees each contract year. One personal leave day 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 (2) personal leave days, the City will provide two (2) 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-month introductory period, an employee will have available forty (40) hours of vacation time. The employee will accrue an additional forty (40) hours in the first six (6) months of continuous service following the introductory period.

2.	Years 2 through 4	Eighty (80) Hours
3.	Years 5 through 6	One Hundred 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 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 (80) hours.

2. An employee who fails to use his or her vacation time through the employee's own decision will not accrue additional vacation after reaching an amount equal to the maximum amount of vacation that he or she can earn in one year plus eighty (80) hours.

## **F. VACATION CREDIT ON TERMINATION AND RETIREMENT**

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

## **ARTICLE V MEDICAL LEAVE, BEREAVEMENT LEAVE, AND FMLA LEAVE**

### **A. AMOUNT AUTHORIZED**

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

### **B. USE OF MEDICAL LEAVE**

Medical leave may be used under the following circumstances:

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

For purposes of medical leave, an immediate family member shall mean a child, spouse, parent, in-laws of the same relation, and other dependents for whom the employee is legally responsible. An employee may use up to eighty (80) hours of medical leave per year to care for immediate family members.

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 (1084) hours.

2. All employees shall be paid forty percent (40%) 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 percent (40%) 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.

#### **B. CONTRACT YEAR 2012 – 2013**

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.

#### **C. 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.

#### **D. 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.

## **E. 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
Step 2	Upon successful completion of one (1) year of service in Step 1
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. 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. 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 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.

## **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 and No/100 Dollars (\$1,000.00) 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, 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.

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 30<sup>th</sup> 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 through September 30, 2014.

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

# IBEW - SERVICE/CLERICAL

## FY 2012 - 2013

Exhibit A

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Accounting Tech 1005</b>	Hourly	15.8461	16.5131	17.2084	17.9329	18.6878	19.4747	20.2945	21.1529
	BiWeekly	1,267.69	1,321.05	1,376.67	1,434.63	1,495.02	1,557.98	1,623.56	1,692.23
	Monthly	2,746.66	2,862.28	2,982.79	3,108.37	3,239.21	3,375.62	3,517.71	3,666.50
	Annual	32,959.94	34,347.30	35,793.42	37,300.38	38,870.52	40,507.48	42,212.56	43,997.98
<b>Admin Asst - Fire 1010</b>	Hourly	15.6343	16.4610	17.3314	18.2479	19.2129	20.2288	21.2985	22.4239
	BiWeekly	1,250.74	1,316.88	1,386.51	1,459.83	1,537.03	1,618.30	1,703.88	1,793.91
	Monthly	2,709.94	2,853.24	3,004.11	3,162.97	3,330.23	3,506.32	3,691.74	3,886.81
	Annual	32,519.24	34,238.88	36,049.26	37,955.58	39,962.78	42,075.80	44,300.88	46,641.66
<b>Admin Asst - PW 1012</b>	Hourly	15.6343	16.4610	17.3314	18.2479	19.2129	20.2288	21.2985	22.4239
	BiWeekly	1,250.74	1,316.88	1,386.51	1,459.83	1,537.03	1,618.30	1,703.88	1,793.91
	Monthly	2,709.94	2,853.24	3,004.11	3,162.97	3,330.23	3,506.32	3,691.74	3,886.81
	Annual	32,519.24	34,238.88	36,049.26	37,955.58	39,962.78	42,075.80	44,300.88	46,641.66
<b>Admin Asst - Util 1015</b>	Hourly	15.6343	16.4610	17.3314	18.2479	19.2129	20.2288	21.2985	22.4239
	BiWeekly	1,250.74	1,316.88	1,386.51	1,459.83	1,537.03	1,618.30	1,703.88	1,793.91
	Monthly	2,709.94	2,853.24	3,004.11	3,162.97	3,330.23	3,506.32	3,691.74	3,886.81
	Annual	32,519.24	34,238.88	36,049.26	37,955.58	39,962.78	42,075.80	44,300.88	46,641.66
<b>Audio Video Tech 1020</b>	Hourly	15.7825	16.5780	17.4135	18.2912	19.2131	20.1814	21.1986	22.2650
	BiWeekly	1,262.60	1,326.24	1,393.08	1,463.30	1,537.05	1,614.51	1,695.89	1,781.20
	Monthly	2,735.63	2,873.52	3,018.34	3,170.48	3,330.28	3,498.11	3,674.43	3,859.27
	Annual	32,827.60	34,482.24	36,220.08	38,045.80	39,963.30	41,977.26	44,093.14	46,311.20
<b>Building Inspector 1025</b>	Hourly	19.5217	20.5231	21.5760	22.6829	23.8466	25.0699	26.3560	27.6989
	BiWeekly	1,561.74	1,641.85	1,726.08	1,814.63	1,907.73	2,005.59	2,108.48	2,215.91
	Monthly	3,383.77	3,557.34	3,739.84	3,931.70	4,133.42	4,345.45	4,568.37	4,801.14
	Annual	40,605.24	42,688.10	44,878.08	47,180.38	49,600.98	52,145.34	54,820.48	57,613.66
<b>Building Secretary 1030</b>	Hourly	14.7127	15.4704	16.2672	17.1049	17.9858	18.9120	19.8859	20.9092
	BiWeekly	1,177.02	1,237.63	1,301.38	1,368.39	1,438.86	1,512.96	1,590.87	1,672.74
	Monthly	2,550.21	2,681.53	2,819.66	2,964.85	3,117.53	3,278.08	3,446.89	3,624.27
	Annual	30,602.52	32,178.38	33,835.88	35,578.14	37,410.36	39,336.96	41,362.62	43,491.24
<b>Pblc Sfty Dispatcher 1035</b>	Hourly	14.8292	15.6540	16.5247	17.4437	18.4141	19.4382	20.5194	21.6612
	BiWeekly	1,186.34	1,252.32	1,321.98	1,395.50	1,473.13	1,555.06	1,641.55	1,732.90
	Monthly	2,570.40	2,713.36	2,864.29	3,023.58	3,191.78	3,369.30	3,556.69	3,754.62
	Annual	30,844.84	32,560.32	34,371.48	36,283.00	38,301.38	40,431.56	42,680.30	45,055.40
<b>Pblc Sfty Dispatcher/911 1037</b>	Hourly	14.8292	15.6540	16.5247	17.4437	18.4141	19.4382	20.5194	21.6612
	BiWeekly	1,186.34	1,252.32	1,321.98	1,395.50	1,473.13	1,555.06	1,641.55	1,732.90
	Monthly	2,570.40	2,713.36	2,864.29	3,023.58	3,191.78	3,369.30	3,556.69	3,754.62
	Annual	30,844.84	32,560.32	34,371.48	36,283.00	38,301.38	40,431.56	42,680.30	45,055.40
<b>Comm Devlp Admin 1040</b>	Hourly	17.0325	17.9393	18.8943	19.9003	20.9598	22.0758	23.2509	24.4895
	BiWeekly	1,362.60	1,435.14	1,511.54	1,592.02	1,676.78	1,766.06	1,860.07	1,959.16
	Monthly	2,952.30	3,109.47	3,275.00	3,449.38	3,633.02	3,826.46	4,030.15	4,244.85
	Annual	35,427.60	37,313.64	39,300.04	41,392.52	43,596.28	45,917.56	48,361.82	50,938.16

# IBEW - SERVICE/CLERICAL

## FY 2012 - 2013

Exhibit A

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Comm Devlp Spec</b> <b>1042</b>	Hourly	15.6343	16.4610	17.3314	18.2479	19.2129	20.2288	21.2985	22.4239
	BiWeekly	1,250.74	1,316.88	1,386.51	1,459.83	1,537.03	1,618.30	1,703.88	1,793.91
	Monthly	2,709.94	2,853.24	3,004.11	3,162.97	3,330.23	3,506.32	3,691.74	3,886.81
	Annual	32,519.24	34,238.88	36,049.26	37,955.58	39,962.78	42,075.80	44,300.88	46,641.66
<b>Computer Operator</b> <b>1045</b>	Hourly	18.9920	19.7487	20.5357	21.3539	22.2047	23.0894	24.0095	24.9662
	BiWeekly	1,519.36	1,579.90	1,642.86	1,708.31	1,776.38	1,847.15	1,920.76	1,997.30
	Monthly	3,291.95	3,423.12	3,559.53	3,701.34	3,848.82	4,002.16	4,161.65	4,327.48
	Annual	39,503.36	41,077.40	42,714.36	44,416.06	46,185.88	48,025.90	49,939.76	51,929.80
<b>Cmp Programmer AS400</b> <b>1050</b>	Hourly	21.6612	22.8764	24.1598	25.5151	26.9467	28.4584	30.0548	31.7452
	BiWeekly	1,732.90	1,830.11	1,932.78	2,041.21	2,155.74	2,276.67	2,404.38	2,539.62
	Monthly	3,754.62	3,965.24	4,187.69	4,422.62	4,670.77	4,932.79	5,209.49	5,502.51
	Annual	45,055.40	47,582.86	50,252.28	53,071.46	56,049.24	59,193.42	62,513.88	66,030.12
<b>Cmp Programmer-Mcrsft</b> <b>1052</b>	Hourly	21.6612	22.8764	24.1598	25.5151	26.9467	28.4584	30.0548	31.7452
	BiWeekly	1,732.90	1,830.11	1,932.78	2,041.21	2,155.74	2,276.67	2,404.38	2,539.62
	Monthly	3,754.62	3,965.24	4,187.69	4,422.62	4,670.77	4,932.79	5,209.49	5,502.51
	Annual	45,055.40	47,582.86	50,252.28	53,071.46	56,049.24	59,193.42	62,513.88	66,030.12
<b>Computer Tech</b> <b>1055</b>	Hourly	19.5618	20.3414	21.1519	21.9948	22.8711	23.7824	24.7302	25.7156
	BiWeekly	1,564.94	1,627.31	1,692.15	1,759.58	1,829.69	1,902.59	1,978.42	2,057.25
	Monthly	3,390.70	3,525.84	3,666.33	3,812.42	3,964.33	4,122.28	4,286.58	4,457.38
	Annual	40,688.44	42,310.06	43,995.90	45,749.08	47,571.94	49,467.34	51,438.92	53,488.50
<b>Elec Inspector</b> <b>1065</b>	Hourly	19.5217	20.5231	21.5760	22.6829	23.8466	25.0699	26.3560	27.6989
	BiWeekly	1,561.74	1,641.85	1,726.08	1,814.63	1,907.73	2,005.59	2,108.48	2,215.91
	Monthly	3,383.77	3,557.34	3,739.84	3,931.70	4,133.42	4,345.45	4,568.37	4,801.14
	Annual	40,605.24	42,688.10	44,878.08	47,180.38	49,600.98	52,145.34	54,820.48	57,613.66
<b>Emer Mgm Coordinator</b> <b>1070</b>	Hourly	14.7127	15.4704	16.2672	17.1049	17.9858	18.9120	19.8859	20.9092
	BiWeekly	1,177.02	1,237.63	1,301.38	1,368.39	1,438.86	1,512.96	1,590.87	1,672.74
	Monthly	2,550.21	2,681.53	2,819.66	2,964.85	3,117.53	3,278.08	3,446.89	3,624.27
	Annual	30,602.52	32,178.38	33,835.88	35,578.14	37,410.36	39,336.96	41,362.62	43,491.24
<b>Engineering Tech - PW</b> <b>1075</b>	Hourly	20.0830	21.0941	22.1562	23.2718	24.4436	25.6742	26.9670	28.3238
	BiWeekly	1,606.64	1,687.53	1,772.50	1,861.74	1,955.49	2,053.94	2,157.36	2,265.90
	Monthly	3,481.05	3,656.32	3,840.42	4,033.77	4,236.90	4,450.20	4,674.28	4,909.45
	Annual	41,772.64	43,875.78	46,085.00	48,405.24	50,842.74	53,402.44	56,091.36	58,913.40
<b>Evidence Tech</b> <b>1080</b>	Hourly	14.6068	15.4234	16.2855	17.1960	18.1572	19.1722	20.2438	21.3752
	BiWeekly	1,168.54	1,233.87	1,302.84	1,375.68	1,452.58	1,533.78	1,619.50	1,710.02
	Monthly	2,531.84	2,673.39	2,822.82	2,980.64	3,147.26	3,323.19	3,508.92	3,705.04
	Annual	30,382.04	32,080.62	33,873.84	35,767.68	37,767.08	39,878.28	42,107.00	44,460.52
<b>Finance Secretary</b> <b>1085</b>	Hourly	14.7127	15.4704	16.2672	17.1049	17.9858	18.9120	19.8859	20.9092
	BiWeekly	1,177.02	1,237.63	1,301.38	1,368.39	1,438.86	1,512.96	1,590.87	1,672.74
	Monthly	2,550.21	2,681.53	2,819.66	2,964.85	3,117.53	3,278.08	3,446.89	3,624.27
	Annual	30,602.52	32,178.38	33,835.88	35,578.14	37,410.36	39,336.96	41,362.62	43,491.24

# IBEW - SERVICE/CLERICAL

## FY 2012 - 2013

Exhibit A

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>GIS Coordinator</b> <b>1090</b>	Hourly	22.2676	23.3717	24.5306	25.7468	27.0236	28.3634	29.7698	31.2460
	BiWeekly	1,781.41	1,869.74	1,962.45	2,059.74	2,161.89	2,269.07	2,381.58	2,499.68
	Monthly	3,859.72	4,051.10	4,251.98	4,462.77	4,684.10	4,916.32	5,160.09	5,415.97
	Annual	46,316.66	48,613.24	51,023.70	53,553.24	56,209.14	58,995.82	61,921.08	64,991.68
<b>Maint Wrkr I - Bldg</b> <b>1095</b>	Hourly	15.3482	16.0266	16.7351	17.4748	18.2472	19.0537	19.8958	20.7715
	BiWeekly	1,227.86	1,282.13	1,338.81	1,397.98	1,459.78	1,524.30	1,591.66	1,661.72
	Monthly	2,660.36	2,777.95	2,900.76	3,028.96	3,162.86	3,302.65	3,448.60	3,600.39
	Annual	31,924.36	33,335.38	34,809.06	36,347.48	37,954.28	39,631.80	41,383.16	43,204.72
<b>Maint Wrkr I - Library</b> <b>1098</b>	Hourly	15.3482	16.0266	16.7351	17.4748	18.2472	19.0537	19.8958	20.7715
	BiWeekly	1,227.86	1,282.13	1,338.81	1,397.98	1,459.78	1,524.30	1,591.66	1,661.72
	Monthly	2,660.36	2,777.95	2,900.76	3,028.96	3,162.86	3,302.65	3,448.60	3,600.39
	Annual	31,924.36	33,335.38	34,809.06	36,347.48	37,954.28	39,631.80	41,383.16	43,204.72
<b>Maint Wrkr II - Bldg</b> <b>1100</b>	Hourly	16.1744	16.8925	17.6426	18.4259	19.2441	20.0986	20.9909	21.9260
	BiWeekly	1,293.95	1,351.40	1,411.41	1,474.07	1,539.53	1,607.89	1,679.27	1,754.08
	Monthly	2,803.56	2,928.03	3,058.06	3,193.82	3,335.65	3,483.76	3,638.42	3,800.51
	Annual	33,642.70	35,136.40	36,696.66	38,325.82	40,027.78	41,805.14	43,661.02	45,606.08
<b>Maint Wrkr II - Police</b> <b>1101</b>	Hourly	16.1744	16.8925	17.6426	18.4259	19.2441	20.0986	20.9909	21.9260
	BiWeekly	1,293.95	1,351.40	1,411.41	1,474.07	1,539.53	1,607.89	1,679.27	1,754.08
	Monthly	2,803.56	2,928.03	3,058.06	3,193.82	3,335.65	3,483.76	3,638.42	3,800.51
	Annual	33,642.70	35,136.40	36,696.66	38,325.82	40,027.78	41,805.14	43,661.02	45,606.08
<b>Parks &amp; Rec Secretary</b> <b>1105</b>	Hourly	14.7127	15.4704	16.2672	17.1049	17.9858	18.9120	19.8859	20.9092
	BiWeekly	1,177.02	1,237.63	1,301.38	1,368.39	1,438.86	1,512.96	1,590.87	1,672.74
	Monthly	2,550.21	2,681.53	2,819.66	2,964.85	3,117.53	3,278.08	3,446.89	3,624.27
	Annual	30,602.52	32,178.38	33,835.88	35,578.14	37,410.36	39,336.96	41,362.62	43,491.24
<b>Planning Secretary</b> <b>1110</b>	Hourly	14.7127	15.4704	16.2672	17.1049	17.9858	18.9120	19.8859	20.9092
	BiWeekly	1,177.02	1,237.63	1,301.38	1,368.39	1,438.86	1,512.96	1,590.87	1,672.74
	Monthly	2,550.21	2,681.53	2,819.66	2,964.85	3,117.53	3,278.08	3,446.89	3,624.27
	Annual	30,602.52	32,178.38	33,835.88	35,578.14	37,410.36	39,336.96	41,362.62	43,491.24
<b>Planning Tech</b> <b>1115</b>	Hourly	20.1433	21.1538	22.2067	23.3156	24.4808	25.7020	26.9933	28.3407
	BiWeekly	1,611.46	1,692.30	1,776.54	1,865.25	1,958.46	2,056.16	2,159.46	2,267.26
	Monthly	3,491.50	3,666.65	3,849.17	4,041.38	4,243.33	4,455.01	4,678.83	4,912.40
	Annual	41,897.96	43,999.80	46,190.04	48,496.50	50,919.96	53,460.16	56,145.96	58,948.76
<b>Plans Examiner</b> <b>1120</b>	Hourly	19.5217	20.5231	21.5760	22.6829	23.8466	25.0699	26.3560	27.6989
	BiWeekly	1,561.74	1,641.85	1,726.08	1,814.63	1,907.73	2,005.59	2,108.48	2,215.91
	Monthly	3,383.77	3,557.34	3,739.84	3,931.70	4,133.42	4,345.45	4,568.37	4,801.14
	Annual	40,605.24	42,688.10	44,878.08	47,180.38	49,600.98	52,145.34	54,820.48	57,613.66
<b>Plumbing Insp - Bckfl</b> <b>1125</b>	Hourly	19.5217	20.5231	21.5760	22.6829	23.8466	25.0699	26.3560	27.6989
	BiWeekly	1,561.74	1,641.85	1,726.08	1,814.63	1,907.73	2,005.59	2,108.48	2,215.91
	Monthly	3,383.77	3,557.34	3,739.84	3,931.70	4,133.42	4,345.45	4,568.37	4,801.14
	Annual	40,605.24	42,688.10	44,878.08	47,180.38	49,600.98	52,145.34	54,820.48	57,613.66

# IBEW - SERVICE/CLERICAL

## FY 2012 - 2013

Exhibit A

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Plumbing Insp - Bldg</b> <b>1127</b>	Hourly	19.5217	20.5231	21.5760	22.6829	23.8466	25.0699	26.3560	27.6989
	BiWeekly	1,561.74	1,641.85	1,726.08	1,814.63	1,907.73	2,005.59	2,108.48	2,215.91
	Monthly	3,383.77	3,557.34	3,739.84	3,931.70	4,133.42	4,345.45	4,568.37	4,801.14
	Annual	40,605.24	42,688.10	44,878.08	47,180.38	49,600.98	52,145.34	54,820.48	57,613.66
<b>Police Records Clerk</b> <b>1130</b>	Hourly	13.1344	13.7702	14.4367	15.1355	15.8680	16.6360	17.4413	18.2824
	BiWeekly	1,050.75	1,101.62	1,154.94	1,210.84	1,269.44	1,330.88	1,395.30	1,462.59
	Monthly	2,276.63	2,386.84	2,502.37	2,623.49	2,750.45	2,883.57	3,023.15	3,168.95
	Annual	27,319.50	28,642.12	30,028.44	31,481.84	33,005.44	34,602.88	36,277.80	38,027.34
<b>Accts Payable Clerk</b> <b>1135</b>	Hourly	15.0304	15.8452	16.7040	17.6093	18.5637	19.5699	20.6306	21.7460
	BiWeekly	1,202.43	1,267.62	1,336.32	1,408.74	1,485.10	1,565.59	1,650.45	1,739.68
	Monthly	2,605.27	2,746.51	2,895.36	3,052.27	3,217.72	3,392.11	3,575.98	3,769.31
	Annual	31,263.18	32,958.12	34,744.32	36,627.24	38,612.60	40,705.34	42,911.70	45,231.68
<b>Shooting Range Oper</b> <b>1140</b>	Hourly	20.3795	21.2844	22.2295	23.2165	24.2474	25.3239	26.4484	27.6247
	BiWeekly	1,630.36	1,702.75	1,778.36	1,857.32	1,939.79	2,025.91	2,115.87	2,209.98
	Monthly	3,532.45	3,689.29	3,853.11	4,024.19	4,202.88	4,389.47	4,584.39	4,788.29
	Annual	42,389.36	44,271.50	46,237.36	48,290.32	50,434.54	52,673.66	55,012.62	57,459.48
<b>Stormwater Tech</b> <b>1145</b>	Hourly	20.0830	21.0941	22.1562	23.2718	24.4436	25.6742	26.9670	28.3238
	BiWeekly	1,606.64	1,687.53	1,772.50	1,861.74	1,955.49	2,053.94	2,157.36	2,265.90
	Monthly	3,481.05	3,656.32	3,840.42	4,033.77	4,236.90	4,450.20	4,674.28	4,909.45
	Annual	41,772.64	43,875.78	46,085.00	48,405.24	50,842.74	53,402.44	56,091.36	58,913.40
<b>Util Secretary - Admin</b> <b>1150</b>	Hourly	14.7127	15.4704	16.2672	17.1049	17.9858	18.9120	19.8859	20.9092
	BiWeekly	1,177.02	1,237.63	1,301.38	1,368.39	1,438.86	1,512.96	1,590.87	1,672.74
	Monthly	2,550.21	2,681.53	2,819.66	2,964.85	3,117.53	3,278.08	3,446.89	3,624.27
	Annual	30,602.52	32,178.38	33,835.88	35,578.14	37,410.36	39,336.96	41,362.62	43,491.24
<b>Util Secretary - Burdick</b> <b>1152</b>	Hourly	14.7127	15.4704	16.2672	17.1049	17.9858	18.9120	19.8859	20.9092
	BiWeekly	1,177.02	1,237.63	1,301.38	1,368.39	1,438.86	1,512.96	1,590.87	1,672.74
	Monthly	2,550.21	2,681.53	2,819.66	2,964.85	3,117.53	3,278.08	3,446.89	3,624.27
	Annual	30,602.52	32,178.38	33,835.88	35,578.14	37,410.36	39,336.96	41,362.62	43,491.24
<b>Util Secretary - PCC</b> <b>1155</b>	Hourly	14.7127	15.4704	16.2672	17.1049	17.9858	18.9120	19.8859	20.9092
	BiWeekly	1,177.02	1,237.63	1,301.38	1,368.39	1,438.86	1,512.96	1,590.87	1,672.74
	Monthly	2,550.21	2,681.53	2,819.66	2,964.85	3,117.53	3,278.08	3,446.89	3,624.27
	Annual	30,602.52	32,178.38	33,835.88	35,578.14	37,410.36	39,336.96	41,362.62	43,491.24
<b>Util Secretary - PGS</b> <b>1157</b>	Hourly	14.7127	15.4704	16.2672	17.1049	17.9858	18.9120	19.8859	20.9092
	BiWeekly	1,177.02	1,237.63	1,301.38	1,368.39	1,438.86	1,512.96	1,590.87	1,672.74
	Monthly	2,550.21	2,681.53	2,819.66	2,964.85	3,117.53	3,278.08	3,446.89	3,624.27
	Annual	30,602.52	32,178.38	33,835.88	35,578.14	37,410.36	39,336.96	41,362.62	43,491.24

# IBEW - SERVICE/CLERICAL

## FY 2013 - 2014

Exhibit B

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Accounting Tech 1005</b>	Hourly	16.2819	16.9672	17.6816	18.4261	19.2017	20.0103	20.8526	21.7346
	BiWeekly	1,302.55	1,357.38	1,414.53	1,474.09	1,536.14	1,600.82	1,668.21	1,738.77
	Monthly	2,822.19	2,940.99	3,064.82	3,193.86	3,328.30	3,468.44	3,614.46	3,767.34
	Annual	33,866.30	35,291.88	36,777.78	38,326.34	39,939.64	41,621.32	43,373.46	45,208.02
<b>Admin Asst - Fire 1010</b>	Hourly	16.0642	16.9137	17.8080	18.7497	19.7413	20.7851	21.8842	23.0406
	BiWeekly	1,285.14	1,353.10	1,424.64	1,499.98	1,579.30	1,662.81	1,750.74	1,843.25
	Monthly	2,784.47	2,931.72	3,086.72	3,249.96	3,421.82	3,602.76	3,793.27	3,993.71
	Annual	33,413.64	35,180.60	37,040.64	38,999.48	41,061.80	43,233.06	45,519.24	47,924.50
<b>Admin Asst - PW 1012</b>	Hourly	16.0642	16.9137	17.8080	18.7497	19.7413	20.7851	21.8842	23.0406
	BiWeekly	1,285.14	1,353.10	1,424.64	1,499.98	1,579.30	1,662.81	1,750.74	1,843.25
	Monthly	2,784.47	2,931.72	3,086.72	3,249.96	3,421.82	3,602.76	3,793.27	3,993.71
	Annual	33,413.64	35,180.60	37,040.64	38,999.48	41,061.80	43,233.06	45,519.24	47,924.50
<b>Admin Asst - Util 1015</b>	Hourly	16.0642	16.9137	17.8080	18.7497	19.7413	20.7851	21.8842	23.0406
	BiWeekly	1,285.14	1,353.10	1,424.64	1,499.98	1,579.30	1,662.81	1,750.74	1,843.25
	Monthly	2,784.47	2,931.72	3,086.72	3,249.96	3,421.82	3,602.76	3,793.27	3,993.71
	Annual	33,413.64	35,180.60	37,040.64	38,999.48	41,061.80	43,233.06	45,519.24	47,924.50
<b>Audio Video Tech 1020</b>	Hourly	16.2165	17.0339	17.8924	18.7942	19.7415	20.7364	21.7816	22.8773
	BiWeekly	1,297.32	1,362.71	1,431.39	1,503.54	1,579.32	1,658.91	1,742.53	1,830.18
	Monthly	2,810.86	2,952.54	3,101.35	3,257.67	3,421.86	3,594.31	3,775.48	3,965.39
	Annual	33,730.32	35,430.46	37,216.14	39,092.04	41,062.32	43,131.66	45,305.78	47,584.68
<b>Building Inspector 1025</b>	Hourly	20.0585	21.0875	22.1693	23.3067	24.5024	25.7593	27.0808	28.4606
	BiWeekly	1,604.68	1,687.00	1,773.54	1,864.54	1,960.19	2,060.74	2,166.46	2,276.85
	Monthly	3,476.81	3,655.17	3,842.67	4,039.84	4,247.08	4,464.94	4,694.00	4,933.18
	Annual	41,721.68	43,862.00	46,112.04	48,478.04	50,964.94	53,579.24	56,327.96	59,198.10
<b>Building Secretary 1030</b>	Hourly	15.1173	15.8958	16.7145	17.5753	18.4804	19.4321	20.4328	21.4842
	BiWeekly	1,209.38	1,271.66	1,337.16	1,406.02	1,478.43	1,554.57	1,634.62	1,718.74
	Monthly	2,620.32	2,755.26	2,897.18	3,046.38	3,203.27	3,368.24	3,541.68	3,723.94
	Annual	31,443.88	33,063.16	34,766.16	36,556.52	38,439.18	40,418.82	42,500.12	44,687.24
<b>Pblc Sfty Dispatcher 1035</b>	Hourly	15.2370	16.0845	16.9791	17.9234	18.9205	19.9728	21.0837	22.2569
	BiWeekly	1,218.96	1,286.76	1,358.33	1,433.87	1,513.64	1,597.82	1,686.70	1,780.55
	Monthly	2,641.08	2,787.98	2,943.05	3,106.72	3,279.55	3,461.94	3,654.52	3,857.86
	Annual	31,692.96	33,455.76	35,316.58	37,280.62	39,354.64	41,543.32	43,854.20	46,294.30
<b>Pblc Sfty Dispatcher/911 1037</b>	Hourly	15.2370	16.0845	16.9791	17.9234	18.9205	19.9728	21.0837	22.2569
	BiWeekly	1,218.96	1,286.76	1,358.33	1,433.87	1,513.64	1,597.82	1,686.70	1,780.55
	Monthly	2,641.08	2,787.98	2,943.05	3,106.72	3,279.55	3,461.94	3,654.52	3,857.86
	Annual	31,692.96	33,455.76	35,316.58	37,280.62	39,354.64	41,543.32	43,854.20	46,294.30
<b>Comm Devlp Admin 1040</b>	Hourly	17.5009	18.4326	19.4139	20.4476	21.5362	22.6829	23.8903	25.1630
	BiWeekly	1,400.07	1,474.61	1,553.11	1,635.81	1,722.90	1,814.63	1,911.22	2,013.04
	Monthly	3,033.49	3,194.99	3,365.07	3,544.26	3,732.95	3,931.70	4,140.98	4,361.59
	Annual	36,401.82	38,339.86	40,380.86	42,531.06	44,795.40	47,180.38	49,691.72	52,339.04



# IBEW - SERVICE/CLERICAL

## FY 2013 - 2014

Exhibit B

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Comm Devlp Spec 1042</b>	Hourly	16.0642	16.9137	17.8080	18.7497	19.7413	20.7851	21.8842	23.0406
	BiWeekly	1,285.14	1,353.10	1,424.64	1,499.98	1,579.30	1,662.81	1,750.74	1,843.25
	Monthly	2,784.47	2,931.72	3,086.72	3,249.96	3,421.82	3,602.76	3,793.27	3,993.71
	Annual	33,413.64	35,180.60	37,040.64	38,999.48	41,061.80	43,233.06	45,519.24	47,924.50
<b>Computer Operator 1045</b>	Hourly	19.5143	20.2918	21.1004	21.9411	22.8153	23.7244	24.6698	25.6528
	BiWeekly	1,561.14	1,623.34	1,688.03	1,755.29	1,825.22	1,897.95	1,973.58	2,052.22
	Monthly	3,382.47	3,517.24	3,657.40	3,803.13	3,954.64	4,112.23	4,276.09	4,446.48
	Annual	40,589.64	42,206.84	43,888.78	45,637.54	47,455.72	49,346.70	51,313.08	53,357.72
<b>Cmp Programmer AS400 1050</b>	Hourly	22.2569	23.5055	24.8242	26.2168	27.6877	29.2410	30.8813	32.6182
	BiWeekly	1,780.55	1,880.44	1,985.94	2,097.34	2,215.02	2,339.28	2,470.50	2,609.46
	Monthly	3,857.86	4,074.29	4,302.87	4,544.24	4,799.21	5,068.44	5,352.75	5,653.83
	Annual	46,294.30	48,891.44	51,634.44	54,530.84	57,590.52	60,821.28	64,233.00	67,845.96
<b>Cmp Programmer-Mcrsft 1052</b>	Hourly	22.2569	23.5055	24.8242	26.2168	27.6877	29.2410	30.8813	32.6182
	BiWeekly	1,780.55	1,880.44	1,985.94	2,097.34	2,215.02	2,339.28	2,470.50	2,609.46
	Monthly	3,857.86	4,074.29	4,302.87	4,544.24	4,799.21	5,068.44	5,352.75	5,653.83
	Annual	46,294.30	48,891.44	51,634.44	54,530.84	57,590.52	60,821.28	64,233.00	67,845.96
<b>Computer Tech 1055</b>	Hourly	20.0997	20.9008	21.7336	22.5997	23.5001	24.4364	25.4103	26.4228
	BiWeekly	1,607.98	1,672.06	1,738.69	1,807.98	1,880.01	1,954.91	2,032.82	2,113.82
	Monthly	3,483.96	3,622.80	3,767.16	3,917.29	4,073.36	4,235.64	4,404.44	4,579.94
	Annual	41,807.48	43,473.56	45,205.94	47,007.48	48,880.26	50,827.66	52,853.32	54,959.32
<b>Elec Inspector 1065</b>	Hourly	20.0585	21.0875	22.1693	23.3067	24.5024	25.7593	27.0808	28.4606
	BiWeekly	1,604.68	1,687.00	1,773.54	1,864.54	1,960.19	2,060.74	2,166.46	2,276.85
	Monthly	3,476.81	3,655.17	3,842.67	4,039.84	4,247.08	4,464.94	4,694.00	4,933.18
	Annual	41,721.68	43,862.00	46,112.04	48,478.04	50,964.94	53,579.24	56,327.96	59,198.10
<b>Emer Mgm Coordinator 1070</b>	Hourly	15.1173	15.8958	16.7145	17.5753	18.4804	19.4321	20.4328	21.4842
	BiWeekly	1,209.38	1,271.66	1,337.16	1,406.02	1,478.43	1,554.57	1,634.62	1,718.74
	Monthly	2,620.32	2,755.26	2,897.18	3,046.38	3,203.27	3,368.24	3,541.68	3,723.94
	Annual	31,443.88	33,063.16	34,766.16	36,556.52	38,439.18	40,418.82	42,500.12	44,687.24
<b>Engineering Tech - PW 1075</b>	Hourly	20.6353	21.6742	22.7655	23.9118	25.1158	26.3802	27.7086	29.1027
	BiWeekly	1,650.82	1,733.94	1,821.24	1,912.94	2,009.26	2,110.42	2,216.69	2,328.22
	Monthly	3,576.78	3,756.87	3,946.02	4,144.70	4,353.40	4,572.58	4,802.83	5,044.48
	Annual	42,921.32	45,082.44	47,352.24	49,736.44	52,240.76	54,870.92	57,633.94	60,533.72
<b>Evidence Tech 1080</b>	Hourly	15.0085	15.8475	16.7334	17.6689	18.6565	19.6994	20.8005	21.9630
	BiWeekly	1,200.68	1,267.80	1,338.67	1,413.51	1,492.52	1,575.95	1,664.04	1,757.04
	Monthly	2,601.47	2,746.90	2,900.45	3,062.61	3,233.79	3,414.56	3,605.42	3,806.92
	Annual	31,217.68	32,962.80	34,805.42	36,751.26	38,805.52	40,974.70	43,265.04	45,683.04
<b>Finance Secretary 1085</b>	Hourly	15.1173	15.8958	16.7145	17.5753	18.4804	19.4321	20.4328	21.4842
	BiWeekly	1,209.38	1,271.66	1,337.16	1,406.02	1,478.43	1,554.57	1,634.62	1,718.74
	Monthly	2,620.32	2,755.26	2,897.18	3,046.38	3,203.27	3,368.24	3,541.68	3,723.94
	Annual	31,443.88	33,063.16	34,766.16	36,556.52	38,439.18	40,418.82	42,500.12	44,687.24

# IBEW - SERVICE/CLERICAL

## FY 2013 - 2014

Exhibit B

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>GIS Coordinator</b> <b>1090</b>	Hourly	22.8800	24.0144	25.2052	26.4548	27.7667	29.1434	30.5885	32.1053
	BiWeekly	1,830.40	1,921.15	2,016.42	2,116.38	2,221.34	2,331.47	2,447.08	2,568.42
	Monthly	3,965.87	4,162.49	4,368.91	4,585.49	4,812.90	5,051.52	5,302.01	5,564.91
	Annual	47,590.40	49,949.90	52,426.92	55,025.88	57,754.84	60,618.22	63,624.08	66,778.92
<b>Maint Wrkr I - Bldg</b> <b>1095</b>	Hourly	15.7703	16.4673	17.1953	17.9554	18.7490	19.5777	20.4429	21.3427
	BiWeekly	1,261.62	1,317.38	1,375.62	1,436.43	1,499.92	1,566.22	1,635.43	1,707.42
	Monthly	2,733.51	2,854.32	2,980.51	3,112.27	3,249.83	3,393.48	3,543.43	3,699.41
	Annual	32,802.12	34,251.88	35,766.12	37,347.18	38,997.92	40,721.72	42,521.18	44,392.92
<b>Maint Wrkr I - Library</b> <b>1098</b>	Hourly	15.7703	16.4673	17.1953	17.9554	18.7490	19.5777	20.4429	21.3427
	BiWeekly	1,261.62	1,317.38	1,375.62	1,436.43	1,499.92	1,566.22	1,635.43	1,707.42
	Monthly	2,733.51	2,854.32	2,980.51	3,112.27	3,249.83	3,393.48	3,543.43	3,699.41
	Annual	32,802.12	34,251.88	35,766.12	37,347.18	38,997.92	40,721.72	42,521.18	44,392.92
<b>Maint Wrkr II - Bldg</b> <b>1100</b>	Hourly	16.6192	17.3570	18.1278	18.9326	19.7733	20.6513	21.5681	22.5290
	BiWeekly	1,329.54	1,388.56	1,450.22	1,514.61	1,581.86	1,652.10	1,725.45	1,802.32
	Monthly	2,880.67	3,008.55	3,142.14	3,281.66	3,427.36	3,579.55	3,738.48	3,905.03
	Annual	34,568.04	36,102.56	37,705.72	39,379.86	41,128.36	42,954.60	44,861.70	46,860.32
<b>Maint Wrkr II - Police</b> <b>1101</b>	Hourly	16.6192	17.3570	18.1278	18.9326	19.7733	20.6513	21.5681	22.5290
	BiWeekly	1,329.54	1,388.56	1,450.22	1,514.61	1,581.86	1,652.10	1,725.45	1,802.32
	Monthly	2,880.67	3,008.55	3,142.14	3,281.66	3,427.36	3,579.55	3,738.48	3,905.03
	Annual	34,568.04	36,102.56	37,705.72	39,379.86	41,128.36	42,954.60	44,861.70	46,860.32
<b>Parks &amp; Rec Secretary</b> <b>1105</b>	Hourly	15.1173	15.8958	16.7145	17.5753	18.4804	19.4321	20.4328	21.4842
	BiWeekly	1,209.38	1,271.66	1,337.16	1,406.02	1,478.43	1,554.57	1,634.62	1,718.74
	Monthly	2,620.32	2,755.26	2,897.18	3,046.38	3,203.27	3,368.24	3,541.68	3,723.94
	Annual	31,443.88	33,063.16	34,766.16	36,556.52	38,439.18	40,418.82	42,500.12	44,687.24
<b>Planning Secretary</b> <b>1110</b>	Hourly	15.1173	15.8958	16.7145	17.5753	18.4804	19.4321	20.4328	21.4842
	BiWeekly	1,209.38	1,271.66	1,337.16	1,406.02	1,478.43	1,554.57	1,634.62	1,718.74
	Monthly	2,620.32	2,755.26	2,897.18	3,046.38	3,203.27	3,368.24	3,541.68	3,723.94
	Annual	31,443.88	33,063.16	34,766.16	36,556.52	38,439.18	40,418.82	42,500.12	44,687.24
<b>Planning Tech</b> <b>1115</b>	Hourly	20.6972	21.7355	22.8174	23.9568	25.1540	26.4088	27.7356	29.1201
	BiWeekly	1,655.78	1,738.84	1,825.39	1,916.54	2,012.32	2,112.70	2,218.85	2,329.61
	Monthly	3,587.52	3,767.49	3,955.01	4,152.50	4,360.03	4,577.52	4,807.51	5,047.49
	Annual	43,050.28	45,209.84	47,460.14	49,830.04	52,320.32	54,930.20	57,690.10	60,569.86
<b>Plans Examiner</b> <b>1120</b>	Hourly	20.0585	21.0875	22.1693	23.3067	24.5024	25.7593	27.0808	28.4606
	BiWeekly	1,604.68	1,687.00	1,773.54	1,864.54	1,960.19	2,060.74	2,166.46	2,276.85
	Monthly	3,476.81	3,655.17	3,842.67	4,039.84	4,247.08	4,464.94	4,694.00	4,933.18
	Annual	41,721.68	43,862.00	46,112.04	48,478.04	50,964.94	53,579.24	56,327.96	59,198.10
<b>Plumbing Insp - Bckfl</b> <b>1125</b>	Hourly	20.0585	21.0875	22.1693	23.3067	24.5024	25.7593	27.0808	28.4606
	BiWeekly	1,604.68	1,687.00	1,773.54	1,864.54	1,960.19	2,060.74	2,166.46	2,276.85
	Monthly	3,476.81	3,655.17	3,842.67	4,039.84	4,247.08	4,464.94	4,694.00	4,933.18
	Annual	41,721.68	43,862.00	46,112.04	48,478.04	50,964.94	53,579.24	56,327.96	59,198.10

# IBEW - SERVICE/CLERICAL

## FY 2013 - 2014

Exhibit B

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Plumbing Insp - Bldg</b> <b>1127</b>	Hourly	20.0585	21.0875	22.1693	23.3067	24.5024	25.7593	27.0808	28.4606
	BiWeekly	1,604.68	1,687.00	1,773.54	1,864.54	1,960.19	2,060.74	2,166.46	2,276.85
	Monthly	3,476.81	3,655.17	3,842.67	4,039.84	4,247.08	4,464.94	4,694.00	4,933.18
	Annual	41,721.68	43,862.00	46,112.04	48,478.04	50,964.94	53,579.24	56,327.96	59,198.10
<b>Police Records Clerk</b> <b>1130</b>	Hourly	13.4956	14.1489	14.8337	15.5517	16.3044	17.0935	17.9209	18.7852
	BiWeekly	1,079.65	1,131.91	1,186.70	1,244.14	1,304.35	1,367.48	1,433.67	1,502.82
	Monthly	2,339.24	2,452.47	2,571.18	2,695.64	2,826.09	2,962.87	3,106.29	3,256.11
	Annual	28,070.90	29,429.66	30,854.20	32,347.64	33,913.10	35,554.48	37,275.42	39,073.32
<b>Accts Payable Clerk</b> <b>1135</b>	Hourly	15.4437	16.2809	17.1634	18.0936	19.0742	20.1081	21.1979	22.3440
	BiWeekly	1,235.50	1,302.47	1,373.07	1,447.49	1,525.94	1,608.65	1,695.83	1,787.52
	Monthly	2,676.92	2,822.02	2,974.99	3,136.23	3,306.20	3,485.41	3,674.30	3,872.96
	Annual	32,123.00	33,864.22	35,699.82	37,634.74	39,674.44	41,824.90	44,091.58	46,475.52
<b>Shooting Range Oper</b> <b>1140</b>	Hourly	20.9399	21.8697	22.8408	23.8550	24.9142	26.0203	27.1757	28.3844
	BiWeekly	1,675.19	1,749.58	1,827.26	1,908.40	1,993.14	2,081.62	2,174.06	2,270.75
	Monthly	3,629.58	3,790.76	3,959.06	4,134.87	4,318.47	4,510.18	4,710.46	4,919.96
	Annual	43,554.94	45,489.08	47,508.76	49,618.40	51,821.64	54,122.12	56,525.56	59,039.50
<b>Stormwater Tech</b> <b>1145</b>	Hourly	20.6353	21.6742	22.7655	23.9118	25.1158	26.3802	27.7086	29.1027
	BiWeekly	1,650.82	1,733.94	1,821.24	1,912.94	2,009.26	2,110.42	2,216.69	2,328.22
	Monthly	3,576.78	3,756.87	3,946.02	4,144.70	4,353.40	4,572.58	4,802.83	5,044.48
	Annual	42,921.32	45,082.44	47,352.24	49,736.44	52,240.76	54,870.92	57,633.94	60,533.72
<b>Util Secretary - Admin</b> <b>1150</b>	Hourly	15.1173	15.8958	16.7145	17.5753	18.4804	19.4321	20.4328	21.4842
	BiWeekly	1,209.38	1,271.66	1,337.16	1,406.02	1,478.43	1,554.57	1,634.62	1,718.74
	Monthly	2,620.32	2,755.26	2,897.18	3,046.38	3,203.27	3,368.24	3,541.68	3,723.94
	Annual	31,443.88	33,063.16	34,766.16	36,556.52	38,439.18	40,418.82	42,500.12	44,687.24
<b>Util Secretary - Burdick</b> <b>1152</b>	Hourly	15.1173	15.8958	16.7145	17.5753	18.4804	19.4321	20.4328	21.4842
	BiWeekly	1,209.38	1,271.66	1,337.16	1,406.02	1,478.43	1,554.57	1,634.62	1,718.74
	Monthly	2,620.32	2,755.26	2,897.18	3,046.38	3,203.27	3,368.24	3,541.68	3,723.94
	Annual	31,443.88	33,063.16	34,766.16	36,556.52	38,439.18	40,418.82	42,500.12	44,687.24
<b>Util Secretary - PCC</b> <b>1155</b>	Hourly	15.1173	15.8958	16.7145	17.5753	18.4804	19.4321	20.4328	21.4842
	BiWeekly	1,209.38	1,271.66	1,337.16	1,406.02	1,478.43	1,554.57	1,634.62	1,718.74
	Monthly	2,620.32	2,755.26	2,897.18	3,046.38	3,203.27	3,368.24	3,541.68	3,723.94
	Annual	31,443.88	33,063.16	34,766.16	36,556.52	38,439.18	40,418.82	42,500.12	44,687.24
<b>Util Secretary - PGS</b> <b>1157</b>	Hourly	15.1173	15.8958	16.7145	17.5753	18.4804	19.4321	20.4328	21.4842
	BiWeekly	1,209.38	1,271.66	1,337.16	1,406.02	1,478.43	1,554.57	1,634.62	1,718.74
	Monthly	2,620.32	2,755.26	2,897.18	3,046.38	3,203.27	3,368.24	3,541.68	3,723.94
	Annual	31,443.88	33,063.16	34,766.16	36,556.52	38,439.18	40,418.82	42,500.12	44,687.24



**and**

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

**UTILITIES DEPARTMENT**

**October 1, 2012 through September 30, 2014**

## **AGREEMENT**

THIS AGREEMENT, dated this \_\_\_\_ day of August 2012, 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 to September 30, 2014.

### **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
7. Instrument Technician
8. Lineworker Apprentice
9. Lineworker First Class

10. Materials Handler
11. Meter Technician
12. Power Dispatcher I
13. Power Dispatcher II
14. Power Plant Maintenance Mechanic
15. Power Plant Operator
16. Senior Engineering Technician
17. Senior Materials Handler
18. Senior Power Dispatcher
19. Senior Power Plant Operator
20. Senior Substation Technician
21. Senior Water Maintenance Worker
22. Substation Technician
23. Systems Technician
24. Tree Trim Crew Chief
25. Utilities Electrician
26. Utility Technician
27. Utility Warehouse Clerk
28. Water Maintenance Worker
29. Wireworker I
30. Wireworker II

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 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.

### **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
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.

## **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 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.

#### **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**

#### **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.

### **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.

### **A. 2012 - 2013 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 Exhibit "A", attached hereto. Said adjustments shall be effective the first full pay period on or after October 1, 2012.

**B. 2013 - 2014 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 adjusted by 2.75% as set forth in Exhibit "B", attached hereto. Said adjustments shall be effective the first full pay period on or after October 1, 2013.

**C. 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. 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 1<sup>st</sup> 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 in the manner described below.

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 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 is arbitrable under this section, the Arbitration Board 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 written decision. The Arbitration Board 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.

Classifications 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.

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.

## **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 "C", attached hereto and made a part hereof by reference. Employees shall establish residency within area as set forth in Exhibit "C" 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, 2014 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, 2012 through September 30, 2014.



**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

## FY 2012 - 2013

Exhibit A

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Custodian-PCC 8005</b>	Hourly	16.0413	16.4268	16.8215	17.2259	17.6398	18.0639	18.4979	18.9426
	BiWeekly	1,283.30	1,314.14	1,345.72	1,378.07	1,411.18	1,445.11	1,479.83	1,515.41
	Monthly	2,780.48	2,847.30	2,915.73	2,985.82	3,057.56	3,131.07	3,206.30	3,283.39
	Annual	33,365.80	34,167.64	34,988.72	35,829.82	36,690.68	37,572.86	38,475.58	39,400.66
<b>Custodian-PGS 8006</b>	Hourly	16.0413	16.4268	16.8215	17.2259	17.6398	18.0639	18.4979	18.9426
	BiWeekly	1,283.30	1,314.14	1,345.72	1,378.07	1,411.18	1,445.11	1,479.83	1,515.41
	Monthly	2,780.48	2,847.30	2,915.73	2,985.82	3,057.56	3,131.07	3,206.30	3,283.39
	Annual	33,365.80	34,167.64	34,988.72	35,829.82	36,690.68	37,572.86	38,475.58	39,400.66
<b>Elc Undgr Crew Chief 8010</b>	Hourly	29.3015	30.3254	31.3851	32.4819	33.6171	34.7920	36.0077	37.2660
	BiWeekly	2,344.12	2,426.03	2,510.81	2,598.55	2,689.37	2,783.36	2,880.62	2,981.28
	Monthly	5,078.93	5,256.40	5,440.09	5,630.19	5,826.97	6,030.61	6,241.34	6,459.44
	Annual	60,947.12	63,076.78	65,281.06	67,562.30	69,923.62	72,367.36	74,896.12	77,513.28
<b>Elc Distr Crew Chief 8011</b>	Hourly	29.3015	30.3254	31.3851	32.4819	33.6171	34.7920	36.0077	37.2660
	BiWeekly	2,344.12	2,426.03	2,510.81	2,598.55	2,689.37	2,783.36	2,880.62	2,981.28
	Monthly	5,078.93	5,256.40	5,440.09	5,630.19	5,826.97	6,030.61	6,241.34	6,459.44
	Annual	60,947.12	63,076.78	65,281.06	67,562.30	69,923.62	72,367.36	74,896.12	77,513.28
<b>Engineering Tech I 8020</b>	Hourly	18.4653	19.4348	20.4553	21.5294	22.6600	23.8499	25.1022	26.4203
	BiWeekly	1,477.22	1,554.78	1,636.42	1,722.35	1,812.80	1,907.99	2,008.18	2,113.62
	Monthly	3,200.64	3,368.69	3,545.58	3,731.76	3,927.73	4,133.98	4,351.06	4,579.51
	Annual	38,407.72	40,424.28	42,546.92	44,781.10	47,132.80	49,607.74	52,212.68	54,954.12
<b>Engineering Tech II 8025</b>	Hourly	22.8267	23.8795	24.9808	26.1331	27.3386	28.5994	29.9186	31.2985
	BiWeekly	1,826.14	1,910.36	1,998.46	2,090.65	2,187.09	2,287.95	2,393.49	2,503.88
	Monthly	3,956.64	4,139.11	4,330.00	4,529.74	4,738.70	4,957.23	5,185.90	5,425.07
	Annual	47,479.64	49,669.36	51,959.96	54,356.90	56,864.34	59,486.70	62,230.74	65,100.88
<b>GIS Coordinator 8030</b>	Hourly	23.4851	24.6496	25.8719	27.1547	28.5011	29.9144	31.3975	32.9545
	BiWeekly	1,878.81	1,971.97	2,069.75	2,172.38	2,280.09	2,393.15	2,511.80	2,636.36
	Monthly	4,070.76	4,272.60	4,484.46	4,706.82	4,940.20	5,185.16	5,442.23	5,712.11
	Annual	48,849.06	51,271.22	53,813.50	56,481.88	59,282.34	62,221.90	65,306.80	68,545.36
<b>Instrument Tech 8035</b>	Hourly	27.5431	28.6609	29.8239	31.0340	32.2934	33.6039	34.9676	36.3866
	BiWeekly	2,203.45	2,292.87	2,385.91	2,482.72	2,583.47	2,688.31	2,797.41	2,910.93
	Monthly	4,774.14	4,967.89	5,169.47	5,379.23	5,597.52	5,824.67	6,061.06	6,307.02
	Annual	57,289.70	59,614.62	62,033.66	64,550.72	67,170.22	69,896.06	72,732.66	75,684.18
<b>Lineworker Appr 8040</b>	Hourly	17.8613	18.8652	19.9255	21.0453	22.2279	23.4772	24.7967	26.1902
	BiWeekly	1,428.90	1,509.22	1,594.04	1,683.62	1,778.23	1,878.18	1,983.74	2,095.22
	Monthly	3,095.95	3,269.98	3,453.75	3,647.84	3,852.83	4,069.39	4,298.10	4,539.64
	Annual	37,151.40	39,239.72	41,445.04	43,774.12	46,233.98	48,832.68	51,577.24	54,475.72
<b>Lineworker 1st CI 8045</b>	Hourly	27.0737	27.7305	28.4033	29.0926	29.7985	30.5213	31.2619	32.0204
	BiWeekly	2,165.90	2,218.44	2,272.26	2,327.41	2,383.88	2,441.70	2,500.95	2,561.63
	Monthly	4,692.78	4,806.62	4,923.23	5,042.72	5,165.07	5,290.35	5,418.73	5,550.20
	Annual	56,313.40	57,679.44	59,078.76	60,512.66	61,980.88	63,484.20	65,024.70	66,602.38

# IBEW - UTILITIES

## FY 2012 - 2013

Exhibit A

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Materials Handler 8055</b>	Hourly	22.2927	23.2458	24.2395	25.2756	26.3561	27.4827	28.6576	29.8827
	BiWeekly	1,783.42	1,859.66	1,939.16	2,022.05	2,108.49	2,198.62	2,292.61	2,390.62
	Monthly	3,864.08	4,029.26	4,201.51	4,381.11	4,568.40	4,763.68	4,967.32	5,179.68
	Annual	46,368.92	48,351.16	50,418.16	52,573.30	54,820.74	57,164.12	59,607.86	62,156.12
<b>Meter Technician 8060</b>	Hourly	21.5951	22.2585	22.9422	23.6471	24.3736	25.1223	25.8940	26.6894
	BiWeekly	1,727.61	1,780.68	1,835.38	1,891.77	1,949.89	2,009.78	2,071.52	2,135.15
	Monthly	3,743.16	3,858.14	3,976.66	4,098.84	4,224.76	4,354.52	4,488.29	4,626.16
	Annual	44,917.86	46,297.68	47,719.88	49,186.02	50,697.14	52,254.28	53,859.52	55,513.90
<b>Power Dispatcher I 8070</b>	Hourly	27.0437	28.3475	29.7140	31.1466	32.6482	34.2221	35.8720	37.6013
	BiWeekly	2,163.50	2,267.80	2,377.12	2,491.73	2,611.86	2,737.77	2,869.76	3,008.10
	Monthly	4,687.58	4,913.57	5,150.43	5,398.75	5,659.03	5,931.84	6,217.81	6,517.55
	Annual	56,251.00	58,962.80	61,805.12	64,784.98	67,908.36	71,182.02	74,613.76	78,210.60
<b>Power Dispatcher II 8075</b>	Hourly	28.4043	29.7730	31.2077	32.7114	34.2877	35.9398	37.6716	39.4869
	BiWeekly	2,272.34	2,381.84	2,496.62	2,616.91	2,743.02	2,875.18	3,013.73	3,158.95
	Monthly	4,923.40	5,160.65	5,409.34	5,669.97	5,943.21	6,229.56	6,529.75	6,844.39
	Annual	59,080.84	61,927.84	64,912.12	68,039.66	71,318.52	74,754.68	78,356.98	82,132.70
<b>PP Maint Mch - PGS 8080</b>	Hourly	25.5997	26.4143	27.2549	28.1222	29.0172	29.9406	30.8934	31.8764
	BiWeekly	2,047.98	2,113.14	2,180.39	2,249.78	2,321.38	2,395.25	2,471.47	2,550.11
	Monthly	4,437.29	4,578.47	4,724.18	4,874.52	5,029.66	5,189.71	5,354.85	5,525.24
	Annual	53,247.48	54,941.64	56,690.14	58,494.28	60,355.88	62,276.50	64,258.22	66,302.86
<b>PP Maint Mch - Burdick 8081</b>	Hourly	25.5997	26.4143	27.2549	28.1222	29.0172	29.9406	30.8934	31.8764
	BiWeekly	2,047.98	2,113.14	2,180.39	2,249.78	2,321.38	2,395.25	2,471.47	2,550.11
	Monthly	4,437.29	4,578.47	4,724.18	4,874.52	5,029.66	5,189.71	5,354.85	5,525.24
	Annual	53,247.48	54,941.64	56,690.14	58,494.28	60,355.88	62,276.50	64,258.22	66,302.86
<b>Pwr Plt Operator - PGS 8090</b>	Hourly	30.2423	30.9087	31.5899	32.2860	32.9973	33.7246	34.4676	35.2271
	BiWeekly	2,419.38	2,472.70	2,527.19	2,582.88	2,639.78	2,697.97	2,757.41	2,818.17
	Monthly	5,241.99	5,357.52	5,475.58	5,596.24	5,719.52	5,845.60	5,974.39	6,106.04
	Annual	62,903.88	64,290.20	65,706.94	67,154.88	68,634.28	70,147.22	71,692.66	73,272.42
<b>Sr Material Handler 8100</b>	Hourly	25.6677	26.6607	27.6922	28.7636	29.8766	31.0326	32.2331	33.4801
	BiWeekly	2,053.42	2,132.86	2,215.38	2,301.09	2,390.13	2,482.61	2,578.65	2,678.41
	Monthly	4,449.08	4,621.20	4,799.99	4,985.70	5,178.62	5,378.99	5,587.08	5,803.22
	Annual	53,388.92	55,454.36	57,599.88	59,828.34	62,143.38	64,547.86	67,044.90	69,638.66
<b>Sr Pwr Dispatcher 8105</b>	Hourly	32.8576	34.3772	35.9670	37.6305	39.3708	41.1917	43.0967	45.0898
	BiWeekly	2,628.61	2,750.18	2,877.36	3,010.44	3,149.66	3,295.34	3,447.74	3,607.18
	Monthly	5,695.32	5,958.72	6,234.28	6,522.62	6,824.26	7,139.90	7,470.10	7,815.56
	Annual	68,343.86	71,504.68	74,811.36	78,271.44	81,891.16	85,678.84	89,641.24	93,786.68
<b>Sr Pwr Plt Operator 8110</b>	Hourly	29.8174	30.8944	32.0105	33.1668	34.3648	35.6062	36.8924	38.2249
	BiWeekly	2,385.39	2,471.55	2,560.84	2,653.34	2,749.18	2,848.50	2,951.39	3,057.99
	Monthly	5,168.35	5,355.03	5,548.49	5,748.90	5,956.56	6,171.75	6,394.68	6,625.65
	Annual	62,020.14	64,260.30	66,581.84	68,986.84	71,478.68	74,061.00	76,736.14	79,507.74

# IBEW - UTILITIES

## FY 2012 - 2013

Exhibit A

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Sr Water Main Wrkr 8120</b>	Hourly	20.8590	21.6954	22.5654	23.4700	24.4109	25.3897	26.4077	27.4666
	BiWeekly	1,668.72	1,735.63	1,805.23	1,877.60	1,952.87	2,031.18	2,112.62	2,197.33
	Monthly	3,615.56	3,760.53	3,911.33	4,068.13	4,231.22	4,400.89	4,577.34	4,760.88
	Annual	43,386.72	45,126.38	46,935.98	48,817.60	50,774.62	52,810.68	54,928.12	57,130.58
<b>Sr Engineering Tech 8125</b>	Hourly	28.8821	29.7275	30.5976	31.4930	32.4149	33.3636	34.3400	35.3452
	BiWeekly	2,310.57	2,378.20	2,447.81	2,519.44	2,593.19	2,669.09	2,747.20	2,827.62
	Monthly	5,006.24	5,152.77	5,303.59	5,458.79	5,618.58	5,783.03	5,952.27	6,126.51
	Annual	60,074.82	61,833.20	63,643.06	65,505.44	67,422.94	69,396.34	71,427.20	73,518.12
<b>Sr Substation Tech 8130</b>	Hourly	35.1077	35.2875	35.4685	35.6502	35.8328	36.0165	36.2011	36.3866
	BiWeekly	2,808.62	2,823.00	2,837.48	2,852.02	2,866.62	2,881.32	2,896.09	2,910.93
	Monthly	6,085.34	6,116.50	6,147.87	6,179.38	6,211.01	6,242.86	6,274.86	6,307.02
	Annual	73,024.12	73,398.00	73,774.48	74,152.52	74,532.12	74,914.32	75,298.34	75,684.18
<b>Substation Tech 8135</b>	Hourly	32.5005	32.6816	32.8638	33.0471	33.2314	33.4168	33.6032	33.7907
	BiWeekly	2,600.04	2,614.53	2,629.10	2,643.77	2,658.51	2,673.34	2,688.26	2,703.26
	Monthly	5,633.42	5,664.82	5,696.38	5,728.17	5,760.11	5,792.24	5,824.56	5,857.06
	Annual	67,601.04	67,977.78	68,356.60	68,738.02	69,121.26	69,506.84	69,894.76	70,284.76
<b>System Tech - PCC 8140</b>	Hourly	28.6421	29.6383	30.6691	31.7357	32.8394	33.9817	35.1636	36.3866
	BiWeekly	2,291.37	2,371.06	2,453.53	2,538.86	2,627.15	2,718.54	2,813.09	2,910.93
	Monthly	4,964.64	5,137.30	5,315.98	5,500.86	5,692.16	5,890.17	6,095.03	6,307.02
	Annual	59,575.62	61,647.56	63,791.78	66,010.36	68,305.90	70,682.04	73,140.34	75,684.18
<b>System Tech - PGS 8141</b>	Hourly	28.6421	29.6383	30.6691	31.7357	32.8394	33.9817	35.1636	36.3866
	BiWeekly	2,291.37	2,371.06	2,453.53	2,538.86	2,627.15	2,718.54	2,813.09	2,910.93
	Monthly	4,964.64	5,137.30	5,315.98	5,500.86	5,692.16	5,890.17	6,095.03	6,307.02
	Annual	59,575.62	61,647.56	63,791.78	66,010.36	68,305.90	70,682.04	73,140.34	75,684.18
<b>Tree Trim Crew Chief 8145</b>	Hourly	25.6577	26.4639	27.2958	28.1535	29.0383	29.9510	30.8923	31.8632
	BiWeekly	2,052.62	2,117.11	2,183.66	2,252.28	2,323.06	2,396.08	2,471.38	2,549.06
	Monthly	4,447.34	4,587.07	4,731.26	4,879.94	5,033.30	5,191.51	5,354.66	5,522.96
	Annual	53,368.12	55,044.86	56,775.16	58,559.28	60,399.56	62,298.08	64,255.88	66,275.56
<b>Pwr Plt Oper - Burdick 8150</b>	Hourly	30.2423	30.9087	31.5899	32.2860	32.9973	33.7246	34.4676	35.2271
	BiWeekly	2,419.38	2,472.70	2,527.19	2,582.88	2,639.78	2,697.97	2,757.41	2,818.17
	Monthly	5,241.99	5,357.52	5,475.58	5,596.24	5,719.52	5,845.60	5,974.39	6,106.04
	Annual	62,903.88	64,290.20	65,706.94	67,154.88	68,634.28	70,147.22	71,692.66	73,272.42
<b>Util Electrician 8155</b>	Hourly	25.7121	26.7353	27.7997	28.9061	30.0566	31.2530	32.4971	33.7907
	BiWeekly	2,056.97	2,138.82	2,223.98	2,312.49	2,404.53	2,500.24	2,599.77	2,703.26
	Monthly	4,456.77	4,634.11	4,818.62	5,010.40	5,209.82	5,417.19	5,632.84	5,857.06
	Annual	53,481.22	55,609.32	57,823.48	60,124.74	62,517.78	65,006.24	67,594.02	70,284.76
<b>Util Technician - PGS 8160</b>	Hourly	25.1128	26.3706	27.6828	29.0637	30.5127	32.0438	33.6433	35.3247
	BiWeekly	2,009.02	2,109.65	2,214.62	2,325.10	2,441.02	2,563.50	2,691.46	2,825.98
	Monthly	4,352.88	4,570.91	4,798.34	5,037.72	5,288.88	5,554.25	5,831.50	6,122.96
	Annual	52,234.52	54,850.90	57,580.12	60,452.60	63,466.52	66,651.00	69,977.96	73,475.48

# IBEW - UTILITIES

## FY 2012 - 2013

Exhibit A

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Util Technician - Burdick</b> <b>8161</b>	Hourly	25.1128	26.3706	27.6828	29.0637	30.5127	32.0438	33.6433	35.3247
	BiWeekly	2,009.02	2,109.65	2,214.62	2,325.10	2,441.02	2,563.50	2,691.46	2,825.98
	Monthly	4,352.88	4,570.91	4,798.34	5,037.72	5,288.88	5,554.25	5,831.50	6,122.96
	Annual	52,234.52	54,850.90	57,580.12	60,452.60	63,466.52	66,651.00	69,977.96	73,475.48
<b>Util Warehouse Clerk</b> <b>8165</b>	Hourly	18.5559	19.1212	19.7036	20.3040	20.9225	21.5599	22.2167	22.8936
	BiWeekly	1,484.47	1,529.70	1,576.29	1,624.32	1,673.80	1,724.79	1,777.34	1,831.49
	Monthly	3,216.35	3,314.35	3,415.30	3,519.36	3,626.57	3,737.05	3,850.90	3,968.23
	Annual	38,596.22	39,772.20	40,983.54	42,232.32	43,518.80	44,844.54	46,210.84	47,618.74
<b>Water Maint Worker</b> <b>8175</b>	Hourly	17.3788	18.2025	19.0654	19.9692	20.9157	21.9072	22.9455	24.0331
	BiWeekly	1,390.30	1,456.20	1,525.23	1,597.54	1,673.26	1,752.58	1,835.64	1,922.65
	Monthly	3,012.32	3,155.10	3,304.67	3,461.34	3,625.40	3,797.26	3,977.22	4,165.74
	Annual	36,147.80	37,861.20	39,655.98	41,536.04	43,504.76	45,567.08	47,726.64	49,988.90
<b>Wireworker I</b> <b>8180</b>	Hourly	19.5235	20.5139	21.5547	22.6483	23.7973	25.0045	26.2732	27.6062
	BiWeekly	1,561.88	1,641.11	1,724.38	1,811.86	1,903.78	2,000.36	2,101.86	2,208.50
	Monthly	3,384.07	3,555.74	3,736.16	3,925.70	4,124.86	4,334.11	4,554.03	4,785.08
	Annual	40,608.88	42,668.86	44,833.88	47,108.36	49,498.28	52,009.36	54,648.36	57,421.00
<b>Wireworker II</b> <b>8185</b>	Hourly	27.0737	27.7305	28.4033	29.0926	29.7985	30.5213	31.2619	32.0204
	BiWeekly	2,165.90	2,218.44	2,272.26	2,327.41	2,383.88	2,441.70	2,500.95	2,561.63
	Monthly	4,692.78	4,806.62	4,923.23	5,042.72	5,165.07	5,290.35	5,418.73	5,550.20
	Annual	56,313.40	57,679.44	59,078.76	60,512.66	61,980.88	63,484.20	65,024.70	66,602.38

# IBEW - UTILITIES

## FY 2013 - 2014

Exhibit B

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Custodian-PCC 8005</b>	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
	Annual	34,283.34	35,107.28	35,950.98	36,815.22	37,699.74	38,606.36	39,533.78	40,484.08
<b>Custodian-PGS 8006</b>	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
	Annual	34,283.34	35,107.28	35,950.98	36,815.22	37,699.74	38,606.36	39,533.78	40,484.08
<b>Elc Undgr Crew Chief 8010</b>	Hourly	30.1073	31.1593	32.2482	33.3752	34.5416	35.7488	36.9979	38.2908
	BiWeekly	2,408.58	2,492.74	2,579.86	2,670.02	2,763.33	2,859.90	2,959.83	3,063.26
	Monthly	5,218.59	5,400.94	5,589.70	5,785.04	5,987.22	6,196.45	6,412.97	6,637.06
	Annual	62,623.08	64,811.24	67,076.36	69,420.52	71,846.58	74,357.40	76,955.58	79,644.76
<b>Elc Distr Crew Chief 8011</b>	Hourly	30.1073	31.1593	32.2482	33.3752	34.5416	35.7488	36.9979	38.2908
	BiWeekly	2,408.58	2,492.74	2,579.86	2,670.02	2,763.33	2,859.90	2,959.83	3,063.26
	Monthly	5,218.59	5,400.94	5,589.70	5,785.04	5,987.22	6,196.45	6,412.97	6,637.06
	Annual	62,623.08	64,811.24	67,076.36	69,420.52	71,846.58	74,357.40	76,955.58	79,644.76
<b>Engineering Tech I 8020</b>	Hourly	18.9731	19.9693	21.0178	22.1215	23.2832	24.5058	25.7925	27.1469
	BiWeekly	1,517.85	1,597.54	1,681.42	1,769.72	1,862.66	1,960.46	2,063.40	2,171.75
	Monthly	3,288.68	3,461.34	3,643.08	3,834.39	4,035.76	4,247.66	4,470.70	4,705.46
	Annual	39,464.10	41,536.04	43,716.92	46,012.72	48,429.16	50,971.96	53,648.40	56,465.50
<b>Engineering Tech II 8025</b>	Hourly	23.4544	24.5362	25.6678	26.8518	28.0904	29.3859	30.7414	32.1592
	BiWeekly	1,876.35	1,962.90	2,053.42	2,148.14	2,247.23	2,350.87	2,459.31	2,572.74
	Monthly	4,065.43	4,252.95	4,449.08	4,654.30	4,869.00	5,093.55	5,328.51	5,574.27
	Annual	48,785.10	51,035.40	53,388.92	55,851.64	58,427.98	61,122.62	63,942.06	66,891.24
<b>GIS Coordinator 8030</b>	Hourly	24.1309	25.3275	26.5834	27.9015	29.2849	30.7370	32.2609	33.8607
	BiWeekly	1,930.47	2,026.20	2,126.67	2,232.12	2,342.79	2,458.96	2,580.87	2,708.86
	Monthly	4,182.69	4,390.10	4,607.79	4,836.26	5,076.05	5,327.75	5,591.89	5,869.20
	Annual	50,192.22	52,681.20	55,293.42	58,035.12	60,912.54	63,932.96	67,102.62	70,430.36
<b>Instrument Tech 8035</b>	Hourly	28.3005	29.4491	30.6441	31.8874	33.1815	34.5280	35.9292	37.3872
	BiWeekly	2,264.04	2,355.93	2,451.53	2,550.99	2,654.52	2,762.24	2,874.34	2,990.98
	Monthly	4,905.42	5,104.52	5,311.65	5,527.15	5,751.46	5,984.85	6,227.74	6,480.46
	Annual	58,865.04	61,254.18	63,739.78	66,325.74	69,017.52	71,818.24	74,732.84	77,765.48
<b>Lineworker Appr 8040</b>	Hourly	18.3525	19.3840	20.4735	21.6240	22.8392	24.1228	25.4786	26.9104
	BiWeekly	1,468.20	1,550.72	1,637.88	1,729.92	1,827.14	1,929.82	2,038.29	2,152.83
	Monthly	3,181.10	3,359.89	3,548.74	3,748.16	3,958.80	4,181.28	4,416.30	4,664.47
	Annual	38,173.20	40,318.72	42,584.88	44,977.92	47,505.64	50,175.32	52,995.54	55,973.58
<b>Lineworker 1st CI 8045</b>	Hourly	27.8182	28.4931	29.1844	29.8926	30.6180	31.3606	32.1216	32.9010
	BiWeekly	2,225.46	2,279.45	2,334.75	2,391.41	2,449.44	2,508.85	2,569.73	2,632.08
	Monthly	4,821.83	4,938.81	5,058.63	5,181.39	5,307.12	5,435.84	5,567.75	5,702.84
	Annual	57,861.96	59,265.70	60,703.50	62,176.66	63,685.44	65,230.10	66,812.98	68,434.08

# IBEW - UTILITIES

## FY 2013 - 2014

Exhibit B

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Materials Handler</b> <b>8055</b>	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
	Annual	47,643.96	49,681.06	51,804.74	54,019.16	56,328.22	58,736.08	61,247.16	63,865.36
<b>Meter Technician</b> <b>8060</b>	Hourly	22.1890	22.8706	23.5731	24.2974	25.0439	25.8132	26.6061	27.4234
	BiWeekly	1,775.12	1,829.65	1,885.85	1,943.79	2,003.51	2,065.06	2,128.49	2,193.87
	Monthly	3,846.09	3,964.24	4,086.01	4,211.55	4,340.94	4,474.30	4,611.73	4,753.39
	Annual	46,153.12	47,570.90	49,032.10	50,538.54	52,091.26	53,691.56	55,340.74	57,040.62
<b>Power Dispatcher I</b> <b>8070</b>	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
	Annual	57,797.74	60,584.42	63,504.74	66,566.50	69,775.68	73,139.56	76,665.68	80,361.32
<b>Power Dispatcher II</b> <b>8075</b>	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
	Annual	60,705.58	63,630.84	66,697.02	69,910.88	73,279.70	76,810.50	80,511.86	84,391.32
<b>PP Maint Mch - PGS</b> <b>8080</b>	Hourly	26.3037	27.1407	28.0044	28.8956	29.8152	30.7640	31.7430	32.7530
	BiWeekly	2,104.30	2,171.26	2,240.35	2,311.65	2,385.22	2,461.12	2,539.44	2,620.24
	Monthly	4,559.32	4,704.40	4,854.09	5,008.58	5,167.98	5,332.43	5,502.12	5,677.19
	Annual	54,711.80	56,452.76	58,249.10	60,102.90	62,015.72	63,989.12	66,025.44	68,126.24
<b>PP Maint Mch - Burdick</b> <b>8081</b>	Hourly	26.3037	27.1407	28.0044	28.8956	29.8152	30.7640	31.7430	32.7530
	BiWeekly	2,104.30	2,171.26	2,240.35	2,311.65	2,385.22	2,461.12	2,539.44	2,620.24
	Monthly	4,559.32	4,704.40	4,854.09	5,008.58	5,167.98	5,332.43	5,502.12	5,677.19
	Annual	54,711.80	56,452.76	58,249.10	60,102.90	62,015.72	63,989.12	66,025.44	68,126.24
<b>Pwr Plt Operator - PGS</b> <b>8090</b>	Hourly	31.0740	31.7587	32.4586	33.1739	33.9047	34.6520	35.4155	36.1958
	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
	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
	Annual	64,633.92	66,058.20	67,513.94	69,001.66	70,521.88	72,076.16	73,664.24	75,287.16
<b>Sr Material Handler</b> <b>8100</b>	Hourly	26.3736	27.3939	28.4537	29.5546	30.6982	31.8860	33.1195	34.4008
	BiWeekly	2,109.89	2,191.51	2,276.30	2,364.37	2,455.86	2,550.88	2,649.56	2,752.06
	Monthly	4,571.43	4,748.27	4,931.98	5,122.80	5,321.03	5,526.91	5,740.71	5,962.80
	Annual	54,857.14	56,979.26	59,183.80	61,473.62	63,852.36	66,322.88	68,888.56	71,553.56
<b>Sr Pwr Dispatcher</b> <b>8105</b>	Hourly	33.7612	35.3226	36.9561	38.6653	40.4535	42.3245	44.2819	46.3298
	BiWeekly	2,700.90	2,825.81	2,956.49	3,093.22	3,236.28	3,385.96	3,542.55	3,706.38
	Monthly	5,851.95	6,122.59	6,405.73	6,701.98	7,011.94	7,336.25	7,675.53	8,030.49
	Annual	70,223.40	73,471.06	76,868.74	80,423.72	84,143.28	88,034.96	92,106.30	96,365.88
<b>Sr Pwr Plt Operator</b> <b>8110</b>	Hourly	30.6374	31.7440	32.8908	34.0789	35.3098	36.5854	37.9069	39.2761
	BiWeekly	2,450.99	2,539.52	2,631.26	2,726.31	2,824.78	2,926.83	3,032.55	3,142.09
	Monthly	5,310.48	5,502.29	5,701.06	5,907.01	6,120.36	6,341.47	6,570.53	6,807.86
	Annual	63,725.74	66,027.52	68,412.76	70,884.06	73,444.28	76,097.58	78,846.30	81,694.34

# IBEW - UTILITIES

## FY 2013 - 2014

Exhibit B

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Sr Water Main Wrkr 8120</b>	Hourly	21.4326	22.2920	23.1859	24.1154	25.0822	26.0879	27.1339	28.2219
	BiWeekly	1,714.61	1,783.36	1,854.87	1,929.23	2,006.58	2,087.03	2,170.71	2,257.75
	Monthly	3,714.99	3,863.95	4,018.89	4,180.00	4,347.59	4,521.90	4,703.21	4,891.79
	Annual	44,579.86	46,367.36	48,226.62	50,159.98	52,171.08	54,262.78	56,438.46	58,701.50
<b>Sr Engineering Tech 8125</b>	Hourly	29.6764	30.5450	31.4390	32.3591	33.3063	34.2811	35.2844	36.3172
	BiWeekly	2,374.11	2,443.60	2,515.12	2,588.73	2,664.50	2,742.49	2,822.75	2,905.38
	Monthly	5,143.91	5,294.47	5,449.43	5,608.92	5,773.08	5,942.06	6,115.96	6,294.99
	Annual	61,726.86	63,533.60	65,393.12	67,306.98	69,277.00	71,304.74	73,391.50	75,539.88
<b>Sr Substation Tech 8130</b>	Hourly	36.0732	36.2579	36.4439	36.6306	36.8182	37.0070	37.1966	37.3872
	BiWeekly	2,885.86	2,900.63	2,915.51	2,930.45	2,945.46	2,960.56	2,975.73	2,990.98
	Monthly	6,252.70	6,284.70	6,316.94	6,349.31	6,381.83	6,414.55	6,447.42	6,480.46
	Annual	75,032.36	75,416.38	75,803.26	76,191.70	76,581.96	76,974.56	77,368.98	77,765.48
<b>Substation Tech 8135</b>	Hourly	33.3943	33.5803	33.7676	33.9559	34.1453	34.3358	34.5273	34.7199
	BiWeekly	2,671.54	2,686.42	2,701.41	2,716.47	2,731.62	2,746.86	2,762.18	2,777.59
	Monthly	5,788.34	5,820.58	5,853.06	5,885.69	5,918.51	5,951.53	5,984.72	6,018.11
	Annual	69,460.04	69,846.92	70,236.66	70,628.22	71,022.12	71,418.36	71,816.68	72,217.34
<b>System Tech - PCC 8140</b>	Hourly	29.4298	30.4534	31.5125	32.6084	33.7425	34.9162	36.1306	37.3872
	BiWeekly	2,354.38	2,436.27	2,521.00	2,608.67	2,699.40	2,793.30	2,890.45	2,990.98
	Monthly	5,101.16	5,278.59	5,462.17	5,652.12	5,848.70	6,052.15	6,262.64	6,480.46
	Annual	61,213.88	63,343.02	65,546.00	67,825.42	70,184.40	72,625.80	75,151.70	77,765.48
<b>System Tech - PGS 8141</b>	Hourly	29.4298	30.4534	31.5125	32.6084	33.7425	34.9162	36.1306	37.3872
	BiWeekly	2,354.38	2,436.27	2,521.00	2,608.67	2,699.40	2,793.30	2,890.45	2,990.98
	Monthly	5,101.16	5,278.59	5,462.17	5,652.12	5,848.70	6,052.15	6,262.64	6,480.46
	Annual	61,213.88	63,343.02	65,546.00	67,825.42	70,184.40	72,625.80	75,151.70	77,765.48
<b>Tree Trim Crew Chief 8145</b>	Hourly	26.3633	27.1917	28.0464	28.9277	29.8369	30.7747	31.7418	32.7394
	BiWeekly	2,109.06	2,175.34	2,243.71	2,314.22	2,386.95	2,461.98	2,539.34	2,619.15
	Monthly	4,569.63	4,713.24	4,861.37	5,014.14	5,171.73	5,334.29	5,501.90	5,674.83
	Annual	54,835.56	56,558.84	58,336.46	60,169.72	62,060.70	64,011.48	66,022.84	68,097.90
<b>Pwr Plt Oper - Burdick 8150</b>	Hourly	31.0740	31.7587	32.4586	33.1739	33.9047	34.6520	35.4155	36.1958
	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
	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
	Annual	64,633.92	66,058.20	67,513.94	69,001.66	70,521.88	72,076.16	73,664.24	75,287.16
<b>Util Electrician 8155</b>	Hourly	26.4192	27.4705	28.5642	29.7010	30.8832	32.1125	33.3908	34.7199
	BiWeekly	2,113.54	2,197.64	2,285.14	2,376.08	2,470.66	2,569.00	2,671.26	2,777.59
	Monthly	4,579.34	4,761.55	4,951.14	5,148.17	5,353.10	5,566.17	5,787.73	6,018.11
	Annual	54,952.04	57,138.64	59,413.64	61,778.08	64,237.16	66,794.00	69,452.76	72,217.34
<b>Util Technician - PGS 8160</b>	Hourly	25.8034	27.0958	28.4441	29.8630	31.3518	32.9250	34.5685	36.2961
	BiWeekly	2,064.27	2,167.66	2,275.53	2,389.04	2,508.14	2,634.00	2,765.48	2,903.69
	Monthly	4,472.59	4,696.60	4,930.32	5,176.25	5,434.30	5,707.00	5,991.87	6,291.33
	Annual	53,671.02	56,359.16	59,163.78	62,115.04	65,211.64	68,484.00	71,902.48	75,495.94

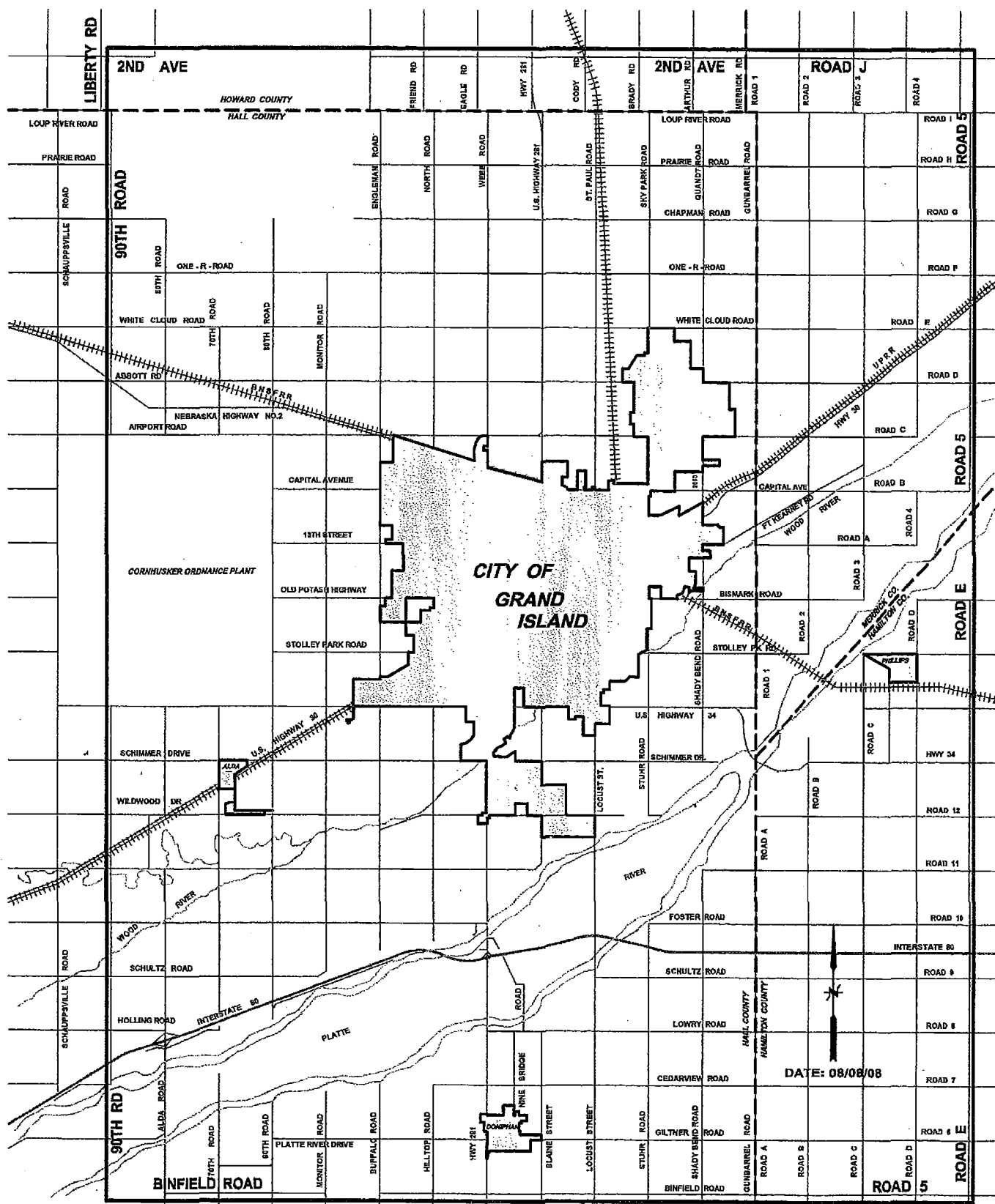


# IBEW - UTILITIES

## FY 2013 - 2014

Exhibit B

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Util Technician - Burdick</b> <b>8161</b>	Hourly	25.8034	27.0958	28.4441	29.8630	31.3518	32.9250	34.5685	36.2961
	BiWeekly	2,064.27	2,167.66	2,275.53	2,389.04	2,508.14	2,634.00	2,765.48	2,903.69
	Monthly	4,472.59	4,696.60	4,930.32	5,176.25	5,434.30	5,707.00	5,991.87	6,291.33
	Annual	53,671.02	56,359.16	59,163.78	62,115.04	65,211.64	68,484.00	71,902.48	75,495.94
<b>Util Warehouse Clerk</b> <b>8165</b>	Hourly	19.0662	19.6470	20.2454	20.8624	21.4979	22.1528	22.8277	23.5232
	BiWeekly	1,525.30	1,571.76	1,619.63	1,668.99	1,719.83	1,772.22	1,826.22	1,881.86
	Monthly	3,304.82	3,405.48	3,509.20	3,616.15	3,726.30	3,839.81	3,956.81	4,077.36
	Annual	39,657.80	40,865.76	42,110.38	43,393.74	44,715.58	46,077.72	47,481.72	48,928.36
<b>Water Maint Worker</b> <b>8175</b>	Hourly	17.8567	18.7031	19.5897	20.5184	21.4909	22.5096	23.5765	24.6940
	BiWeekly	1,428.54	1,496.25	1,567.18	1,641.47	1,719.27	1,800.77	1,886.12	1,975.52
	Monthly	3,095.17	3,241.88	3,395.56	3,556.52	3,725.09	3,901.67	4,086.59	4,280.29
	Annual	37,142.04	38,902.50	40,746.68	42,678.22	44,701.02	46,820.02	49,039.12	51,363.52
<b>Wireworker I</b> <b>8180</b>	Hourly	20.0604	21.0780	22.1475	23.2711	24.4517	25.6921	26.9957	28.3654
	BiWeekly	1,604.83	1,686.24	1,771.80	1,861.69	1,956.14	2,055.37	2,159.66	2,269.23
	Monthly	3,477.13	3,653.52	3,838.90	4,033.66	4,238.30	4,453.30	4,679.26	4,916.67
	Annual	41,725.58	43,842.24	46,066.80	48,403.94	50,859.64	53,439.62	56,151.16	58,999.98
<b>Wireworker II</b> <b>8185</b>	Hourly	27.8182	28.4931	29.1844	29.8926	30.6180	31.3606	32.1216	32.9010
	BiWeekly	2,225.46	2,279.45	2,334.75	2,391.41	2,449.44	2,508.85	2,569.73	2,632.08
	Monthly	4,821.83	4,938.81	5,058.63	5,181.39	5,307.12	5,435.84	5,567.75	5,702.84
	Annual	57,861.96	59,265.70	60,703.50	62,176.66	63,685.44	65,230.10	66,812.98	68,434.08





**and**

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

**WASTEWATER TREATMENT PLANT**

**October 1, 2012 through September 30, 2014**

## **AGREEMENT**

THIS AGREEMENT, dated this \_\_\_\_\_ day of August, 2012, 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 through and including September 30, 2014.

### **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
Thanksgiving Day	Friday following Thanksgiving
Memorial Day	Labor Day
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 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.

### **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-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 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 (80) hours.
2. An employee who has carry-over vacation time may utilize the carry-over and the current vacation time authorized during a single calendar year.
3. An employee who fails to use his or her vacation time through the employee's own decision loses all but the maximum carry-over hours mentioned above.

#### **F. VACATION CREDIT ON TERMINATION AND RETIREMENT**

Upon separation, a regular 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 hours.

All employees shall be paid thirty seven and one-half percent (37.5%) 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.

#### **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

Step 2 Upon successful completion of one (1) year of service in Step 1

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. The introductory period for new employees shall be six months, unless otherwise extended by the Department Director.

### **B. FISCAL YEAR 2012 - 2013**

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.

### **C. FISCAL 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.

**D. STIPENDS, 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 \$10.00 per pay period stipend. Employees who are regularly scheduled to work swing shift or night shift will receive an additional 15 cents 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. 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 consecutive work days, the employee is entitled to compensation, commencing on the eleventh 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.

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.

**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 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**

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.

## **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.
3. Negotiations for a new agreement to take effect upon the termination of this agreement may begin any time after March 1, 2014.

## **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 through September 30, 2014.

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

# IBEW - WASTEWATER

## FY 2012 - 2013

Exhibit A

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Accounting Tech 9500</b>	Hourly	14.7941	15.5338	16.3103	17.1259	17.9820	18.8811	19.8253	20.8166
	BiWeekly	1,183.53	1,242.70	1,304.82	1,370.07	1,438.56	1,510.49	1,586.02	1,665.33
	Monthly	2,564.32	2,692.52	2,827.11	2,968.49	3,116.88	3,272.73	3,436.38	3,608.22
	Annual	30,771.78	32,310.20	33,925.32	35,621.82	37,402.56	39,272.74	41,236.52	43,298.58
<b>Equip Operator 9540</b>	Hourly	16.7956	17.6355	18.5172	19.4430	20.4152	21.4359	22.5078	23.6332
	BiWeekly	1,343.65	1,410.84	1,481.38	1,555.44	1,633.22	1,714.87	1,800.62	1,890.66
	Monthly	2,911.24	3,056.82	3,209.66	3,370.12	3,538.64	3,715.55	3,901.34	4,096.43
	Annual	34,934.90	36,681.84	38,515.88	40,441.44	42,463.72	44,586.62	46,816.12	49,157.16
<b>Maint Mechanic I 9620</b>	Hourly	16.7956	17.6355	18.5172	19.4430	20.4152	21.4359	22.5078	23.6332
	BiWeekly	1,343.65	1,410.84	1,481.38	1,555.44	1,633.22	1,714.87	1,800.62	1,890.66
	Monthly	2,911.24	3,056.82	3,209.66	3,370.12	3,538.64	3,715.55	3,901.34	4,096.43
	Annual	34,934.90	36,681.84	38,515.88	40,441.44	42,463.72	44,586.62	46,816.12	49,157.16
<b>Maint Mechanic II 9621</b>	Hourly	18.8056	19.7460	20.7330	21.7699	22.8583	24.0012	25.2013	26.4615
	BiWeekly	1,504.45	1,579.68	1,658.64	1,741.59	1,828.66	1,920.10	2,016.10	2,116.92
	Monthly	3,259.64	3,422.64	3,593.72	3,773.45	3,962.10	4,160.22	4,368.22	4,586.66
	Annual	39,115.70	41,071.68	43,124.64	45,281.34	47,545.16	49,922.60	52,418.60	55,039.92
<b>Maint Worker 9625</b>	Hourly	16.7956	17.6355	18.5172	19.4430	20.4152	21.4359	22.5078	23.6332
	BiWeekly	1,343.65	1,410.84	1,481.38	1,555.44	1,633.22	1,714.87	1,800.62	1,890.66
	Monthly	2,911.24	3,056.82	3,209.66	3,370.12	3,538.64	3,715.55	3,901.34	4,096.43
	Annual	34,934.90	36,681.84	38,515.88	40,441.44	42,463.72	44,586.62	46,816.12	49,157.16
<b>Sr Equip Operator 9680</b>	Hourly	18.1547	19.0625	20.0156	21.0163	22.0670	23.1704	24.3289	25.5454
	BiWeekly	1,452.38	1,525.00	1,601.25	1,681.30	1,765.36	1,853.63	1,946.31	2,043.63
	Monthly	3,146.82	3,304.17	3,469.38	3,642.82	3,824.95	4,016.20	4,217.01	4,427.87
	Annual	37,761.88	39,650.00	41,632.50	43,713.80	45,899.36	48,194.38	50,604.06	53,134.38
<b>WWTP Clerk 9720</b>	Hourly	12.6376	13.2694	13.9328	14.6295	15.3609	16.1290	16.9355	17.7821
	BiWeekly	1,011.01	1,061.55	1,114.62	1,170.36	1,228.87	1,290.32	1,354.84	1,422.57
	Monthly	2,190.52	2,300.03	2,415.01	2,535.78	2,662.55	2,795.69	2,935.49	3,082.24
	Annual	26,286.26	27,600.30	28,980.12	30,429.36	31,950.62	33,548.32	35,225.84	36,986.82
<b>WWTP Lab Tech 9723</b>	Hourly	17.8292	18.7206	19.6565	20.6394	21.6715	22.7551	23.8929	25.0874
	BiWeekly	1,426.34	1,497.65	1,572.52	1,651.15	1,733.72	1,820.41	1,911.43	2,006.99
	Monthly	3,090.40	3,244.91	3,407.13	3,577.49	3,756.39	3,944.22	4,141.43	4,348.48
	Annual	37,084.84	38,938.90	40,885.52	42,929.90	45,076.72	47,330.66	49,697.18	52,181.74
<b>WWTP Operator I 9725</b>	Hourly	15.0216	15.7728	16.5615	17.3896	18.2591	19.1721	20.1306	21.1372
	BiWeekly	1,201.73	1,261.82	1,324.92	1,391.17	1,460.73	1,533.77	1,610.45	1,690.98
	Monthly	2,603.75	2,733.94	2,870.66	3,014.20	3,164.92	3,323.17	3,489.31	3,663.79
	Annual	31,244.98	32,807.32	34,447.92	36,170.42	37,978.98	39,878.02	41,871.70	43,965.48
<b>WWTP Operator II 9726</b>	Hourly	16.7956	17.6355	18.5172	19.4430	20.4152	21.4359	22.5078	23.6332
	BiWeekly	1,343.65	1,410.84	1,481.38	1,555.44	1,633.22	1,714.87	1,800.62	1,890.66
	Monthly	2,911.24	3,056.82	3,209.66	3,370.12	3,538.64	3,715.55	3,901.34	4,096.43
	Annual	34,934.90	36,681.84	38,515.88	40,441.44	42,463.72	44,586.62	46,816.12	49,157.16

# IBEW - WASTEWATER

## FY 2013 - 2014

Exhibit B

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
<b>Accounting Tech 9500</b>	Hourly	15.2009	15.9610	16.7588	17.5969	18.4765	19.4003	20.3705	21.3891
	BiWeekly	1,216.07	1,276.88	1,340.70	1,407.75	1,478.12	1,552.02	1,629.64	1,711.13
	Monthly	2,634.82	2,766.57	2,904.85	3,050.13	3,202.59	3,362.71	3,530.89	3,707.45
	Annual	31,617.82	33,198.88	34,858.20	36,601.50	38,431.12	40,352.52	42,370.64	44,489.38
<b>Equip Operator 9540</b>	Hourly	17.2575	18.1205	19.0264	19.9777	20.9766	22.0254	23.1268	24.2831
	BiWeekly	1,380.60	1,449.64	1,522.11	1,598.22	1,678.13	1,762.03	1,850.14	1,942.65
	Monthly	2,991.30	3,140.89	3,297.91	3,462.81	3,635.95	3,817.73	4,008.64	4,209.08
	Annual	35,895.60	37,690.64	39,574.86	41,553.72	43,631.38	45,812.78	48,103.64	50,508.90
<b>Maint Mechanic I 9620</b>	Hourly	17.2575	18.1205	19.0264	19.9777	20.9766	22.0254	23.1268	24.2831
	BiWeekly	1,380.60	1,449.64	1,522.11	1,598.22	1,678.13	1,762.03	1,850.14	1,942.65
	Monthly	2,991.30	3,140.89	3,297.91	3,462.81	3,635.95	3,817.73	4,008.64	4,209.08
	Annual	35,895.60	37,690.64	39,574.86	41,553.72	43,631.38	45,812.78	48,103.64	50,508.90
<b>Maint Mechanic II 9621</b>	Hourly	19.3228	20.2890	21.3032	22.3686	23.4869	24.6612	25.8943	27.1892
	BiWeekly	1,545.82	1,623.12	1,704.26	1,789.49	1,878.95	1,972.90	2,071.54	2,175.14
	Monthly	3,349.28	3,516.76	3,692.56	3,877.23	4,071.06	4,274.62	4,488.34	4,712.80
	Annual	40,191.32	42,201.12	44,310.76	46,526.74	48,852.70	51,295.40	53,860.04	56,553.64
<b>Maint Worker 9625</b>	Hourly	17.2575	18.1205	19.0264	19.9777	20.9766	22.0254	23.1268	24.2831
	BiWeekly	1,380.60	1,449.64	1,522.11	1,598.22	1,678.13	1,762.03	1,850.14	1,942.65
	Monthly	2,991.30	3,140.89	3,297.91	3,462.81	3,635.95	3,817.73	4,008.64	4,209.08
	Annual	35,895.60	37,690.64	39,574.86	41,553.72	43,631.38	45,812.78	48,103.64	50,508.90
<b>Sr Equip Operator 9680</b>	Hourly	18.6540	19.5867	20.5660	21.5942	22.6738	23.8076	24.9979	26.2479
	BiWeekly	1,492.32	1,566.94	1,645.28	1,727.54	1,813.90	1,904.61	1,999.83	2,099.83
	Monthly	3,233.36	3,395.04	3,564.77	3,743.00	3,930.12	4,126.66	4,332.97	4,549.63
	Annual	38,800.32	40,740.44	42,777.28	44,916.04	47,161.40	49,519.86	51,995.58	54,595.58
<b>WWTP Clerk 9720</b>	Hourly	12.9851	13.6343	14.3160	15.0318	15.7833	16.5725	17.4012	18.2711
	BiWeekly	1,038.81	1,090.74	1,145.28	1,202.54	1,262.66	1,325.80	1,392.10	1,461.69
	Monthly	2,250.76	2,363.27	2,481.44	2,605.50	2,735.76	2,872.57	3,016.22	3,167.00
	Annual	27,009.06	28,359.24	29,777.28	31,266.04	32,829.16	34,470.80	36,194.60	38,003.94
<b>WWTP Lab Tech 9723</b>	Hourly	18.3195	19.2354	20.1971	21.2070	22.2675	23.3809	24.5500	25.7773
	BiWeekly	1,465.56	1,538.83	1,615.77	1,696.56	1,781.40	1,870.47	1,964.00	2,062.18
	Monthly	3,175.38	3,334.13	3,500.84	3,675.88	3,859.70	4,052.69	4,255.33	4,468.06
	Annual	38,104.56	40,009.58	42,010.02	44,110.56	46,316.40	48,632.22	51,064.00	53,616.68
<b>WWTP Operator I 9725</b>	Hourly	15.4347	16.2066	17.0169	17.8678	18.7612	19.6993	20.6842	21.7185
	BiWeekly	1,234.78	1,296.53	1,361.35	1,429.42	1,500.90	1,575.94	1,654.74	1,737.48
	Monthly	2,675.36	2,809.15	2,949.59	3,097.08	3,251.95	3,414.54	3,585.27	3,764.54
	Annual	32,104.28	33,709.78	35,395.10	37,164.92	39,023.40	40,974.44	43,023.24	45,174.48
<b>WWTP Operator II 9726</b>	Hourly	17.2575	18.1205	19.0264	19.9777	20.9766	22.0254	23.1268	24.2831
	BiWeekly	1,380.60	1,449.64	1,522.11	1,598.22	1,678.13	1,762.03	1,850.14	1,942.65
	Monthly	2,991.30	3,140.89	3,297.91	3,462.81	3,635.95	3,817.73	4,008.64	4,209.08
	Annual	35,895.60	37,690.64	39,574.86	41,553.72	43,631.38	45,812.78	48,103.64	50,508.90

RESOLUTION 2012-234

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, Utilities, Wastewater Treatment and Service/Clerical); and

WHEREAS, representatives of the City and the IBEW, Local No. 1597 met to negotiate four labor agreements, and

WHEREAS, the contract specifies a salary adjustment of 2% in year one of the agreement and 2.75% in year two as well as all other terms and conditions outlined in the agreement, and

WHEREAS, an agreement was reached with the employee groups 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 Agreements by and between the City of Grand Island and the Union Local No. 1597, I.B.E.W., AFL-CIO, (IBEW Finance, Utilities, Wastewater Treatment and Service/Clerical) for the period of October 1, 2012 through September 30, 2014.

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Adopted by the City Council of the City of Grand Island, Nebraska, on August 28, 2012.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 28, 2012	☐ City Attorney



# City of Grand Island

Tuesday, August 28, 2012

Council Session

## Item I2

### **#2012-235 - Consideration of Amendment to the Redevelopment Plan Area 6 Located at 125 North Carey Street**

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

Staff Contact: Chad Nabity

## RESOLUTION 2012-235

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 2 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: Demolition, rehabilitation and construction of an exterior façade and interior remodeling of Howard Johnsons Hotel to provide a renovated restaurant for Denny's together with additional parking lot rehabilitation at 3333 Ramada Road (Woodland Second Sub Lot 11). All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form	by _____
August 24, 2012	City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 2 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Contract.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall be January 1, 2013 as follows:
  - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
  - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
  - c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.



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

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Adopted by the City Council of the City of Grand Island, Nebraska, August 28, 2012.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, August 28, 2012

Council Session

## Item I3

### **#2012-236 - Consideration of Amendment to the Redevelopment Plan Area 9 Located at 2300 North Webb Road**

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

Staff Contact: Chad Nabity

## RESOLUTION 2012-236

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 9 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: property acquisition, site preparation, utilities extensions, landscaping, concrete and fee associated with the redevelopment project. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form	☐ _____
August 24, 2012	☐ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 9 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Contract.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall be January 1, 2014 as follows:
  - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
  - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
  - c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, August 28, 2012.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, August 28, 2012

Council Session

## Item I4

**#2012-237 - Consideration of Approving MOU Regarding a Fence  
along the UPRR Right of Way**

Staff Contact: Robert J. Sivick, City Attorney

# **Council Agenda Memo**

**From:** Robert J. Sivick, City Attorney

**Meeting:** August 28, 2012

**Subject:** Approval of MOU with UPRR Regarding a Fence along Railroad Right of Way

**Item #'s:** I-4

**Presenter(s):** Robert J. Sivick, City Attorney

## **Background**

Trespassing on the Union Pacific Railroad (UPRR) right of way running along its tracks in downtown Grand Island has been an ongoing problem. This trespassing results in potential and actual damage to property, injuries to persons, and sadly fatalities on occasion. The Grand Island Police Department (GIPD) has worked closely with UPRR officials to reduce the frequency of trespassing on UPRR property. In recognition of its efforts the UPRR recently presented the GIPD with its Safety Spike Award.

Despite the efforts of UPRR and City of Grand Island (City) officials, additional measures to reduce trespassing are needed. On July 30, 2012 UPRR officials met with the Mayor, Administrator, and representatives from the City Public Works, Police, and Legal Departments to discuss this issue. The agreements reached during that meeting are memorialized in the Memorandum of Understanding (MOU) before you tonight for consideration.

## **Discussion**

Essentially UPRR has agreed to erect a fence constructed of aesthetically pleasing ornamental black steel along its tracks in downtown Grand Island similar to what exists along the UPRR tracks in Kearney. The fence will be approximately 1,400 feet long and stretch from the Burlington Northern tracks west to Pine Street. The UPRR will also construct a chain link fence along its right of way from Pine Street west to Eddy Street. The City agreed to maintain the fence.

Resolution 2012-237 authorizes the Mayor to sign the MOU on behalf of the City so construction of the fence may begin.

## **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**

The City Administration recommends the Council approve Resolution 2012-237 authorizing the Mayor to sign the MOU with UPRR on behalf of the City.

## **Sample Motion**

Move to approve Resolution 2012-237 to authorize the Mayor to sign the Memorandum of Understanding with the Union Pacific Railroad for the construction of a fence along the railroad's right of way in downtown Grand Island.



## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is entered into on August 28, 2012, between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("UPRR") and the CITY OF GRAND ISLAND, Hall County, Nebraska, a political subdivision duly organized and existing under the Constitution and Laws of the State of Nebraska (the "City").

WHEREAS, the City and UPRR desire to provide for the installation and maintenance of a fence on portions of the UPRR right of way generally from the BNSF overhead (where it passes over the UPRR tracks) to Eddy Street, which location is depicted on **Exhibit A**, attached hereto and incorporated herein by reference; and

WHEREAS, the City and UPRR desire to establish between them their respective rights and obligations with respect to installation and maintenance of the fence.

In consideration of the mutual promises and covenants set forth in this MOU and for other good valuable consideration, the parties hereby agree as follows:

### **Section 1. UPRR Responsibilities.**

Within thirty (30) days after execution of this MOU, UPRR, at UPRR's sole cost and expense, shall install the fence. UPRR shall select the final location for the fence on the UPRR right of way, provided the fence shall be at least fifty (50) feet from the centerline of UPRR's nearest railroad tracks. The design of the fence on portions of the right of way from the BNSF overhead to Pine Street shall be Ameristart ornamental black steel fencing (approximately 1,400 feet), and the design of the fence on portions of the right of way from Pine Street to Eddy Street shall be chain link fencing matching the nearby parking lot and the fence at the end of Elm and Cleburn Streets (approximately 500 feet). Notwithstanding any other provision in this MOU to the contrary, however, in the event that UPRR determines it needs to install a gate in the fence, relocate the fence, or otherwise remove the fence completely for UPRR's operating or other purposes, then UPRR may do so upon thirty (30) days written notice to the City.

### **Section 2. City Responsibilities.**

After UPRR's completion of the fence, the City, at its sole cost and expense, shall periodically inspect the fence and when necessary shall repair the fence to keep the fence in good and safe condition. Any repairs and maintenance on the fence and any labor performed or materials furnished in connection therewith shall be performed and furnished in compliance with all applicable laws, regulations, ordinances and requirements of all duly constituted municipal authorities or other governmental bodies having jurisdiction over the fencing. The City shall not modify the design of the fence without the consent of UPRR. Prior to any entry by the City or any employees, contractors or agents of the City onto UPRR's right of way for any purpose, the City and any of its contractors and agents shall each enter into UPRR's then-current form of Right of Entry Agreement.

**Section 3. Term.**

The term of this MOU shall commence as of the date first above written and shall continue in effect as long as the fence remains on the UPRR right of way.

**Section 4. Entire Memorandum of Understanding.**

This MOU and all exhibits attached hereto constitute the entire MOU between the parties, superseding any other written and oral MOUs between the parties. If any section of this MOU is held to be invalid by a court of competent jurisdiction, such section shall be reformed to the extent necessary to be held valid, and the parties agree that the remainder of this MOU shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have executed this MOU the day and year first above written.

**UNION PACIFIC RAILROAD COMPANY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**CITY OF GRAND ISLAND, NEBRASKA**

By: \_\_\_\_\_  
Title: Mayor \_\_\_\_\_  
Printed Name: Jay Vavricek \_\_\_\_\_

Exhibit A  
Part 1 of 2

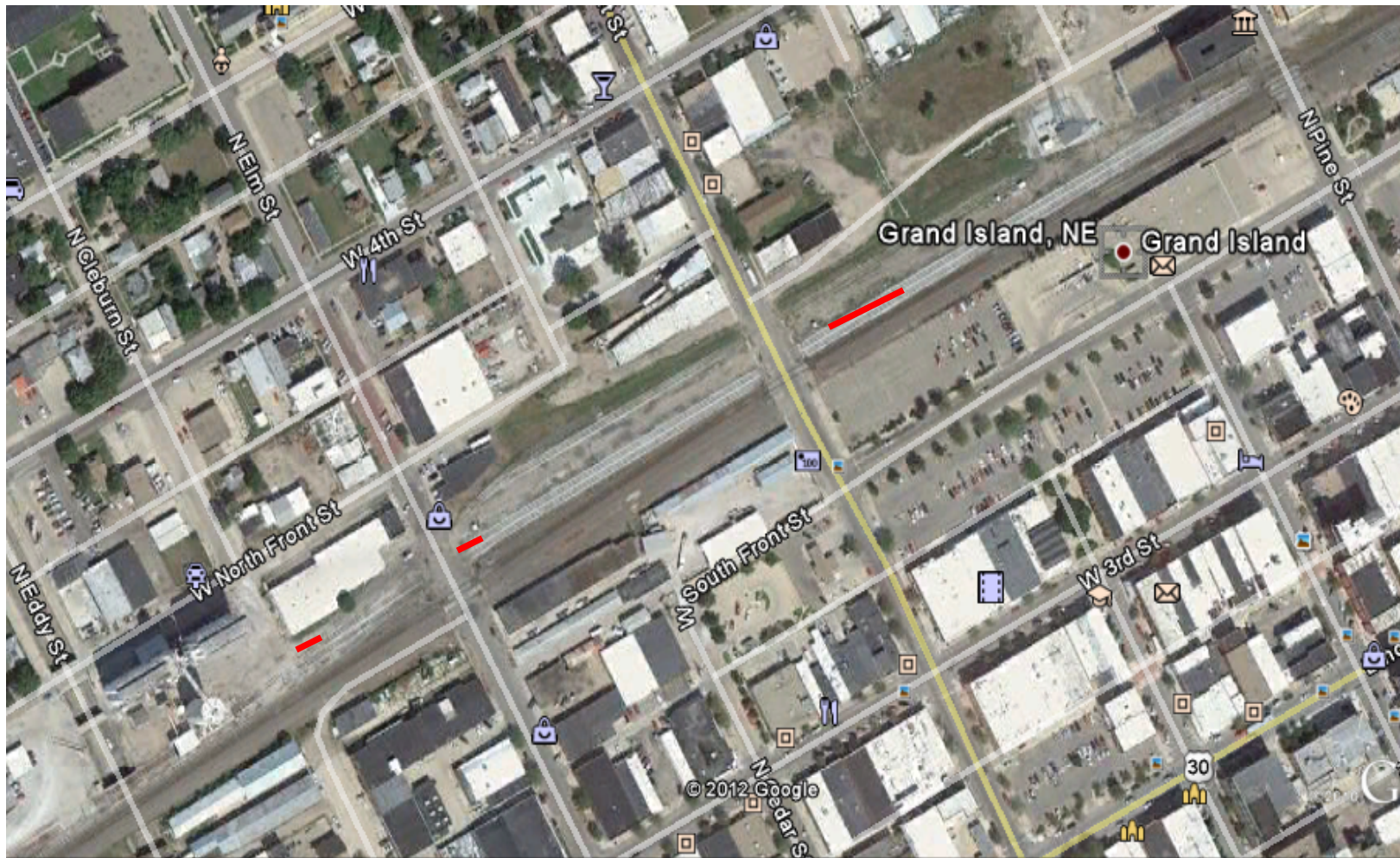
BNSF overhead to Pine St., Grand Island, NE Ameristart ornamental black steel fence with total length of about 1400 ft.





Exhibit A  
Part 2 of 2

Pine St. to Eddy St., Grand Island, NE. Chain link fence to match parking lot and fenceat dead end streets of Elm and Cleburn St. Total length about 500 ft.



RESOLUTION 2012-237

WHEREAS, trespassing on the Union Pacific Railroad (UPRR) right of way is a problem that endangers life and property; and

WHEREAS, City of Grand Island (City) officials, particularly members of the Grand Island Police Department, have worked closely with UPRR officials to reduce trespassing along the railroad right of way; and

WHEREAS, both City and UPRR officials agree a fence is needed along the railroad right of way in downtown Grand Island to further reduce incidents of trespassing; and

WHEREAS, a Memorandum of Understanding has been drafted memorializing the agreement between the City and UPRR;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Memorandum of Understanding between the City of Grand Island and the Union Pacific Railroad is hereby approved and the Mayor is authorized to execute said Memorandum on behalf of the City.

Adopted by the City Council of the City of Grand Island, Nebraska, August 28, 2012.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk

- 1 -

Approved as to Form	<input type="checkbox"/> _____
August 24, 2012	<input type="checkbox"/> City Attorney



# **City of Grand Island**

**Tuesday, August 28, 2012**  
**Council Session**

## **Item J1**

### **Approving Payment of Claims for the Period of August 15, 2012 through August 28, 2012**

*The Claims for the period of August 15, 2012 through August 28, 2012 for a total amount of \$5,585,542.44. A MOTION is in order.*

Staff Contact: Jaye Monter



# City of Grand Island

Tuesday, August 28, 2012

Council Session

## Item X1

### **Review of Proposed FY 2012/2013 City Single Budget and Community Redevelopment Authority (CRA) Budget (Continued)**

*This item is for the continued discussion on the FY 2012-2013 Budgets for CRA and the City of Grand Island.*

Staff Contact: Jaye Monter