

AGENDA
NORTH PLATTE CITY COUNCIL MEETING
September 20, 2022; 5:30 P.M.
CITY HALL COUNCIL CHAMBERS

The City of North Platte is inviting you to view the meeting live on YouTube at the following link <https://www.ci.north-platte.ne.us/government/city-council/agendas/minutes/>

To view past and present videos, click Live Stream for the scheduled event.

CALL TO ORDER

INVOCATION Pastor Bob Deardoff, Beautiful Savior Lutheran Church

PLEDGE OF ALLEGIANCE

ROLL CALL

OPEN MEETINGS ACT

A CURRENT COPY OF THE OPEN MEETINGS ACT OF NEBRASKA IS POSTED ON THE WALL AT THE BACK OF THE COUNCIL CHAMBERS.

MEETING PROCEDURE

THE PUBLIC MAY ADDRESS SPECIFIC AGENDA ITEMS AT THE PLEASURE OF THE MAYOR. IF RECOGNIZED BY THE MAYOR, PLEASE IDENTIFY YOURSELF BY STATING YOUR NAME AND ADDRESS.

PLEASE ADDRESS THE COUNCIL THROUGH THE MAYOR AND LIMIT YOUR REMARKS.

WE RESPECT OUR CITY EMPLOYEES, AND REQUEST THAT ANY COMPLAINTS OR CRITICISMS OF EMPLOYEES NOT BE AIRED IN A PUBLIC MEETING. CONCERNS ABOUT EMPLOYEES SHOULD BE BROUGHT TO THE ATTENTION OF THE CITY ADMINISTRATOR OR MAYOR. INDIVIDUALS IN VIOLATION WILL BE DECLARED OUT OF ORDER.

AWARDS AND ACCOLADES

CONSENT AGENDA

ALL MATTERS UNDER "CONSENT AGENDA" ARE CONSIDERED BY THE CITY COUNCIL TO BE ROUTINE AND WILL BE ENACTED BY ONE MOTION. ANY CITY COUNCIL MEMBER MAY, HOWEVER, REMOVE AN ITEM FROM CONSENT BY REQUEST.

1. Approve the Minutes of September 6 and 8, 2022. (Pages 1-12) (Angela Gilbert, City Clerk)
2. Place on file Treasurer's report for July 2022. (Pages 13-15) (Dawn Miller, Director of Finance)
3. Approve the contract between the City of North Platte and IBEW Local #1597 for the term October 1, 2022 through September 30, 2024. (Pages 16-43)
4. Authorize and approve the renewal of the two Interlocal Agreements between the City of North Platte and Lincoln County for Maintenance of Roads. (Pages 44-51)
5. Authorize and approve the renewal of the Interlocal Agreements with Lincoln County and the City of Gothenburg for Dispatch Services and an Interlocal Agreement and Memorandum of Understanding with North Platte Public Schools to provide a School Resource Officer. (Pages 52-78) (Steve Reeves, Chief of Police)

REGULAR AGENDA

CLOSED SESSION TO DISCUSS PERSONNEL OR POTENTIAL LITIGATION (IF NECESSARY)

6. Action on Ordinance No. 4101 amending Section 116.17 of the North Platte Code of Ordinances relating to hours of sale of alcoholic beverages on Sundays. (Pages 79-84)
7. Second reading and action on Ordinance No. 4100 vacating a 16' alley between 1218 N. Ash Street and 505 Rodeo Road running east and west from Ash and a request to vacate a 12' alley on the west side of 1218 N. Ash Street running north and south and retaining a 16' utility easement and a 12' utility easement in place of the alleys. (Pages 85-91) (Judy Clark, Planning Administrator)
8. Adopt the Resolution setting User Fees for fiscal year 2022-2023. (Pages 92-118) (Angela Gilbert, City Clerk)
9. Adopt the Resolution approving claims and authorizing the issuance of one warrant to Midlands Contracting, Inc. in the amount of \$204,900.30 and one warrant to Western Engineering, Co. in the amount of \$126,800.10 to pay approved claims and referring to and incorporating the terms and conditions of Ordinance No. 3874 relating to warrant financing passed and approved on May 21, 2013. (Pages 119-121) (Dawn Miller, Director of Finance)

PUBLIC HEARING

10. Action on recommendation by the North Platte Planning Commission for a Conditional Use Permit to allow a commercial strip mine operation on property located in an A-1 Agricultural District located on South Old Highway 83 and described as the NW ¼ and the S ½, EXCEPT portion Deed to the State of Nebraska in Warranty Deed recorded April 2, 1943 in Book 81, Page 565 of Section 25, Township 13 North, Range 30 West of the 6th P.M., Lincoln County, Nebraska. (Pages 122-128) (Judy Clark, Planning Administrator)

11. Approve the Claims. (Pages 1-18) (Dawn Miller, Director of Finance)

PUBLIC AGENDA REQUEST

WE RESPECT OUR CITY EMPLOYEES, AND REQUEST THAT ANY COMPLAINTS OR CRITICISMS OF EMPLOYEES NOT BE AIRED IN A PUBLIC MEETING. CONCERNS ABOUT EMPLOYEES SHOULD BE BROUGHT TO THE ATTENTION OF THE CITY ADMINISTRATOR OR MAYOR. INDIVIDUALS IN VIOLATION WILL BE DECLARED OUT OF ORDER.

INFORMATIONAL ITEMS FROM MAYOR, COUNCIL, ADMINISTRATOR, AND ATTORNEY

ADJOURN

CITY COUNCIL AGENDA

ITEM NO. 1

MINUTES OF THE REGULAR CITY COUNCIL MEETING
September 6, 2022; 5:30 p.m.

CALL TO ORDER Invocation was given by Joe Sukraw and the pledge of allegiance was recited.

ROLL CALL A regular meeting of the Council of the City of North Platte, Nebraska was convened in open and public session at 5:30 p.m. in the City Hall Council Chambers at 211 West 3rd Street. Present were Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. Mayor Brandon Kelliher presided and City Clerk Angela Gilbert recorded the proceedings.

OPEN MEETINGS ACT Mayor Kelliher stated that a current copy of the Open Meetings Act of Nebraska is posted on the wall at the back of the Council Chambers.

Notice of the meeting was given in advance thereof by posting in three public places in the City as follows: North Platte Public Library, Lincoln County Courthouse and City Hall; the designated method for giving notice (Certificate of Posting) is attached to these Minutes. Proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

CONSENT AGENDA Nisley moved and Rieker seconded the motion to approve the Consent Agenda as follows:

1. Approve the Minutes of August 16, 23 and 25, 2022.
2. Approve the application by Fraternal Order of Eagles #2839 for a Special Designated License on September 24, 2022 from 4:00 p.m. to 12:00 a.m. at D & N Event Center, 501 East Walker Road for the Pheasants Forever Fundraiser.
3. Approve the application by Aden Enterprises LLC for a Special Designated License on October 1, 2022 from 3:00 p.m. to 12:30 a.m. at D & N Event Center, 501 East Walker Road for a Wedding Reception.
4. Approve the application by Pals Brewing Company for a Special Designated License on October 15, 2022 from 4:00 p.m. to 10:00 p.m. at D & N Event Center, 501 East Walker Road for the Roller Derby.
5. Approve the application by Big Red Liquor for a Special Designated License on November 11, 2022 from 7:00 p.m. to 1:00 a.m. at D & N Event Center, 501 East Walker Road for the MCF-MMA Entertainment Fights.
6. Approve the addition to Liquor License for Capones at 2520 Halligan Drive.

7. Authorize the Mayor to execute Interlocal Advance Life Support (BLS) Agreements with area Basic Life Support Services.
8. Approve Mayor's recommendation to appoint Kathy Swain to the Tree Board.
9. Approve Mayor's recommendation to appoint Michelle McNea to the Tree Board.
10. Approve Mayor's recommendation to appoint Kaitlyn Holm to the Citizens Advisory Review Committee.
11. Approve Mayor's recommendation to appoint Kathleen Matthews to the City of North Platte Planning Commission.
12. Approve Mayor's recommendation to re-appoint John Patterson and Greg Wilke to the Board of Adjustment and to re-appoint Robert Stefka as the alternate member of the Board of Adjustment.
13. Adopt Planning Commission's recommendation for preliminary and final approval of Mulligan Meadows First Subdivision located at 1517-1621 Adams Avenue.
14. Approve the application to the US Department of Transportation for \$200,000 in grant funds to assist the City of North Platte in creating a Safe Streets 4 All Action Plan and authorize the Mayor to sign, submit and execute all related documents.
15. Removed from the Consent Agenda.
16. Approve the agreement between the City of North Platte and Public Service Union Nebraska Public Employees Local 251 for the term between October 1, 2022 through September 30, 2024.

Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

ITEM #15
GRANT
APPLICATION
FOR BRIDGE
REPAIR

Lucas moved and Volz seconded the motion to approve the application to the US Department of Transportation for \$7,000,000 in grant funds to assist the City of North Platte with the City of North Platte Bridge Repair, Improvement and Replacement Project and authorize the Mayor to sign, submit and execute all related documents. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

ITEM #17
AERIAL QUINT FOR
THE FIRE DEPT.

Garrick moved and Rieker seconded the motion to authorize the Mayor to execute a contract with Pierce Manufacturing, Inc. for the purchase of one (1) 107' Aerial Quint for the Fire Department. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion

carried.

ITEM #18
REFER BLIGHT &
SUBSTANDARD
STUDY-SW STUDY
AREA TO PLANNING
COMMISSION

Volz moved and Garrick seconded the motion to refer the City of North Platte, Nebraska Blight and Substandard Study – North Platte SW Study Area as prepared by Marvin Planning Consultants, Inc. to the City of North Platte Planning Commission for a public hearing to determine if the proposed area qualifies as blighted and substandard. Roll call vote: "AYE": Nisley, Volz, Lucas, Garrick, Flanders. "NAY": Tryon, Rieker, Woods. Motion carried.

ITEM #19
TABLED UNTIL
THE NEXT CITY
COUNCIL MEETING

Mayor Kelliher instructed Ordinance No. 4101 amending Section 116.17 of the North Platte Code of Ordinances relating to hours of sale of alcoholic beverages on Sundays to be read by title on its first reading. Lucas moved and Garrick seconded the motion to approve Ordinance No. 4101 on its first reading.

Nisley moved and Rieker seconded the motion to amend Ordinance No. 4101 **§ 116.17 HOURS OF SALE to read:**

(A) It shall be unlawful for any licensed person or his or her agent to sell any alcoholic beverages within the city except during the following hours:

- (1) Secular days: 8:00 a.m. to 1:00 a.m.
- (2) Sundays: 8:00 a.m. to 1:00 a.m. On Sale
- (3) Sundays: 12:00 p.m. to 1:00 a.m. Off Sale

Nisley withdrew his motion, with the consent of Rieker.

Nisley moved and Lucas seconded the motion to table Ordinance No. 4101 until the next City Council meeting. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

ITEM #20
2022-2023 RENEWAL
RESOLUTION WITH
LARM

Lucas moved and Volz seconded the motion to approve the Resolution between the City of North Platte and LARM for Property & Liability Insurance and Worker's Compensation Insurance for a two-year term, with a 180-day notice option. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

ITEM #21
M. LAYNE
GROSETH AS CITY
ADMINISTRATOR,
EFFECTIVE 09-07-22

Garrick moved and Flanders seconded the motion to approve the employee contract and appointment for the City Administrator's position between the City of North Platte and M. Layne Groseth, effective September 7, 2022. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY":

None. Motion carried.

ITEM #22
BILL TROSHYNSKI
AS CONTRACTED
CITY ATTORNEY,
EFFECTIVE 10-06-22

Lucas moved and Garrick seconded the motion to approve the appointment of the Law Office of Brouillette, Dugan, Troshynski, Bellew, appointing Bill Troshynski, Attorney at Law as the contracted City Attorney for the City of North Platte, effective October 6, 2022. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker. "NAY": Woods. Motion carried.

ITEM #23
ORDINANCE 4100
ON 1ST READING

Mayor Kelliher declared a Public hearing on Ordinance No. 4100 vacating a 16' alley between 1218 N. Ash Street and 505 Rodeo Road running east and west from Ash and a request to vacate a 12' alley on the west side of 1218 N. Ash Street running north and south and retaining a 16' utility easement and a 12' utility easement in place of the alleys.

No one appeared.

Garrick moved and Rieker seconded the motion to close the hearing. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

Mayor Kelliher instructed Ordinance No. 4100 to be read by title on its first reading. Volz moved and Lucas seconded the motion to approve Ordinance No. 4100 on its first reading. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

ITEM #24
BLIGHT &
SUBSTANDARD
STUDY-WILKINSON
STUDY AREA

Mayor Kelliher declared a Public hearing on a Resolution regarding the City of North Platte, Nebraska Blight and Substandard Study – Wilkinson Study Area as prepared by Marvin Planning Consultants, Inc. and approval of related actions.

Gil Wilkinson, property owner, told the Council we need Workforce Housing and to develop affordable lots, they need to have the land designated blighted and substandard in order to apply for tax increment financing.

Clarine Eickhoff, Wilkinson Companies, told the Council that it is the right time to develop the land and it might not happen for a year, but they would like to sell off the lots to builders and hopefully develop 50 to 60 homes to help with the housing shortage. She stated that they will not be able to do the project

without tax increment financing and they have not yet decided if the homes will all be all single-family or if there will be some multi-family.

Rieker moved and Volz seconded the motion to recess the Public hearing at 6:28 p.m. to hold the Special Meeting scheduled for 6:30 p.m.

Mayor Kelliher resumed the Public hearing at 6:50 p.m.

LeRoy Miller, 1014 Russian Olive Road, told the Council that people who live in multi-family areas do not take care of them as much as someone invested in their property. He stated that he is not opposed to development but there is too much grey area with this housing project.

Jennifer Thomas, 1302 Hackberry Road, told the Council the neighbors should have been notified of the meeting and the area is far from blighted and substandard. She stated there will be an increase in traffic and crime and Eugene is not equipped for more traffic since it is already so narrow.

Gary Person, President and CEO of North Platte Chamber and DEVCO, told the Council we need housing for these opportunities that are coming, and he trusts the Wilkinson's to do the right thing in developing housing.

Jessica Furmanski, 1320 Hackberry Road, told the Council Eugene cannot handle more traffic as it is already unsafe, and the blight study is misleading and false because the neighborhood is not unsafe and unsanitary. She asked if the insurance rates will be affected on the properties in the area.

Lori Hepperly, 814 Hackberry Road, told the Council she is not against the development but the traffic on Eugene will be affected, and the streets are already narrow. She stated she is against multi-family housing being built on the land.

Jessica Braithwaite, 1321 Hackberry Road, told the Council she is all for progress in our town, but Eugene is too narrow for more traffic and blighted and substandard does not describe the neighborhood.

Reagan Skillstad, 1311 Hackberry Road, told the Council there is too much grey area in the project and the lack of transparency has led to a lack of trust for the residents in the neighborhood.

She asked the Council to table the item until plans have been laid out.

Shane Koehn, 1117 Hackberry Road, told the Council his house is not over 40 years old so he does not believe it should be included in the study. He stated that the infrastructure in the area has not been discussed.

Brandon Jones, Chairman of North Platte Chamber Board of Directors, told the Council he supports the need for housing, and it is time for the lot to be developed so it can generate revenue for the city.

Victor Kramer, 1014 Hackberry Road, told the Council there are already problems with the infrastructure in the area that need to be fixed.

Jarid Childears, 1220 Hilltop Circle, told the Council he supports the project as North Platte needs housing badly.

Carla Downing, 914 Hackberry Road, stated that she is not against growing the community but the homes in this neighborhood are being penalized by designating them as blighted and substandard.

Scott Baker, 914 Russian Olive Road, asked if the Council has looked at putting housing on Victoria Lane.

Volz moved and Garrick seconded the motion to close the hearing. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

Lucas moved and Garrick seconded the motion to approve the Resolution. Roll call vote: "AYE": Volz, Lucas, Garrick, Flanders. "NAY": Nisley, Tryon, Rieker, Woods. Mayor Kelliher voted "AYE" and the motion carried.

ITEM #25
CLAIMS

Rieker moved and Nisley seconded the motion to approve the Claims. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

ADJOURN

Rieker moved and Volz seconded the motion to adjourn. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

Adjourned at 8:13 p.m.

Angela Gilbert
Angela Gilbert, City Clerk

MINUTES OF THE SPECIAL CITY COUNCIL MEETING
September 6, 2022; 6:30 p.m.

CALL TO ORDER

A Special Meeting of the Council of the City of North Platte, Nebraska was convened in open and public session in the City Hall Council Chambers at 211 West 3rd Street. Present were Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. Mayor Brandon Kelliher presided and City Clerk Angela Gilbert recorded the proceedings.

Mayor Kelliher stated that a current copy of the Open Meetings Act of Nebraska is posted on the wall at the back of the Council Chambers.

Notice of the meeting was given in advance thereof by posting in three public places in the City as follows: North Platte Public Library, Lincoln County Courthouse, City Hall Office, the designated method for giving notice (certificate of posting), being attached to these minutes. Proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

2022-2023 BUDGET
PRESENTATION

Finance Director Dawn Miller gave a presentation outlining key provisions of the proposed 2022-2023 City of North Platte Budget.

ITEM #1
PUBLIC HEARING
ON ORDINANCE
4106 TO ADOPT THE
2022-2023 BUDGET

Mayor Kelliher declared a Public hearing on Ordinance No. 4106 to adopt the Budget Statement and to appropriate City monies for fiscal year 2022-2023.

No one appeared.

Garrick moved and Rieker seconded the motion to close the hearing. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

ADJOURN

Rieker moved and Volz seconded the motion to adjourn. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

Adjourned at 6:49 p.m.


Angela Gilbert, City Clerk

MINUTES OF THE SPECIAL CITY COUNCIL MEETING
September 8, 2022; 5:30 p.m.

CALL TO ORDER

A Special Meeting of the Council of the City of North Platte, Nebraska was convened in open and public session in the City Hall Council Chambers at 211 West 3rd Street. Present were Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. Mayor Brandon Kelliher presided and City Clerk Angela Gilbert recorded the proceedings.

Mayor Kelliher stated that a current copy of the Open Meetings Act of Nebraska is posted on the wall at the back of the Council Chambers.

Notice of the meeting was given in advance thereof by posting in three public places in the City as follows: North Platte Public Library, Lincoln County Courthouse, City Hall Office, the designated method for giving notice (certificate of posting), being attached to these minutes. Proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

ITEM #1
APPROVE ADD'L
1% BUDGET
AUTHORITY FOR
2022-2023

Garrick moved and Volz seconded the motion to adopt the Resolution to approve an additional one percent Budget Authority for fiscal year 2022-2023. Roll call vote: "AYE": Nisley, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": Tryon. Motion carried

ITEM #2
APPROVE
ORDINANCE 4106
TO ADOPT THE
2022-2023 BUDGET

Volz moved that the rule requiring Ordinance No. 4106 to adopt the budget statement and to appropriate City monies for fiscal year 2022-2023 to be read on three different dates be suspended. Rieker seconded the motion. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

Mayor Kelliher instructed Ordinance No. 4106 to be read by title one time only. Volz moved and Rieker seconded the motion to approve Ordinance No. 4106. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

ITEM #3
APPROVE
ORDINANCE 4102
ELECTRIC RATES
TO BE EFFECTIVE
10-01-22

Garrick moved that the rule requiring Ordinance No. 4102 approving North Platte's Electric Rates to be effective October 1, 2022 to be read on three different dates be suspended. Volz seconded the motion. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

Mayor Kelliher instructed Ordinance No. 4102 to be read by title one time only. Garrick moved and Volz seconded the motion to approve Ordinance No. 4102. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

ITEM #4
APPROVE
ORDINANCE 4103
WATER RATES TO
BE EFFECTIVE
10-01-22

Garrick moved that the rule requiring Ordinance No. 4103 approving North Platte's Water Rates to be effective October 1, 2022 to be read on three different dates be suspended. Rieker seconded the motion. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

Mayor Kelliher instructed Ordinance No. 4103 to be read by title one time only. Garrick moved and Rieker seconded the motion to approve Ordinance No. 4103. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

ITEM #5
APPROVE
ORDINANCE 4104
WASTEWATER
RATES TO BE
EFFECTIVE
10-01-22

Garrick moved that the rule requiring Ordinance No. 4104 approving North Platte's Wastewater Rates to be effective October 1, 2022 to be read on three different dates be suspended. Lucas seconded the motion. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

Mayor Kelliher instructed Ordinance No. 4104 to be read by title one time only. Garrick moved and Lucas seconded the motion to approve Ordinance No. 4104. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

ITEM #6
ORDINANCE 4105
SALARIES FOR
2022-2023

Garrick moved that the rule requiring Ordinance No. 4105 to adopt the salary schedule for fiscal year 2022-2023 to be read on three different dates be suspended. Flanders seconded the motion. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

Mayor Kelliher instructed Ordinance No. 4105 to be read by title one time only. Garrick moved and Flanders seconded the motion to approve Ordinance No. 4105. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

ADJOURN

Rieker moved and Garrick seconded the motion to adjourn. Roll call vote: "AYE": Nisley, Tryon, Volz, Lucas, Garrick, Flanders, Rieker, Woods. "NAY": None. Motion carried.

Adjourned at 5:45 p.m.

Angela Gilbert

Angela Gilbert, City Clerk

CITY COUNCIL AGENDA

ITEM NO. 2



**CITY OF NORTH PLATTE
STAFF SUMMARY REPORT
September 20, 2022**

AGENDA ITEM TITLE: Place on file Treasurer's Report for July 2022, Dawn Miller, Director of Finance

SESSION TYPE:

- Consent Agenda
- Work Session
- Information Item
- Regular Business
- Other:

EXECUTIVE SUMMARY:

The July 2022 Treasurer's Report for the General Fund is being provided.

PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:

- N/A

WHY THIS ITEM IS BEFORE THE COUNCIL:


This information is provided to Council on a monthly basis.

ACTION REQUIRED AT THIS COUNCIL MEETING:

Place on file Treasurer's Report for July 2022.

PROPOSED MOTION:

"I move to approve the Consent Agenda."

1	2	3	4	5	6	7	8	9	10	11
 <h2 style="margin: 0;">City of North Platte</h2> <h3 style="margin: 0;">Revenue & Expenditure Summary (Unaudited)</h3>										
1										
2										
3										
4	General Fund									
5		JULY	JULY				YTD	YTD		
6		2022	2021	CHANGE \$	CHANGE %	2022	2021	CHANGE \$	CHANGE %	
7	TOTAL REVENUES	\$ 2,944,432.66	\$ 2,545,977.26	\$ 398,455.40	15.65%	\$ 32,972,031.60	\$ 28,155,888.26	\$ 4,816,143.34	17.11%	
8	TOTAL EXPENDITURES	2,780,181.42	2,885,997.97	(105,816.55)	-3.67%	24,711,455.67	23,221,352.40	1,490,103.27	6.42%	
9	NET	\$ 164,251.24	\$ (340,020.71)	\$ 504,271.95	-148.31%	\$ 8,260,575.93	\$ 4,934,535.86	\$ 3,326,040.07	67.40%	

CITY COUNCIL AGENDA

ITEM NO. 3



**CITY OF NORTH PLATTE
STAFF SUMMARY REPORT
September 20, 2022**

AGENDA ITEM TITLE: Approve 2-year agreement between the City of North Platte and IBEW Local #1597 representing members of ML&W.

SESSION TYPE:

- Consent Agenda
- Work Session
- Information Item
- Regular Business
- Other:

EXECUTIVE SUMMARY: Through a series of correspondence the IBEW Local #1597 (North Platte ML&W) and the City came to agreement of an initial contract and of wages and benefits for the period that begins October 1, 2022 and ends on September 30, 2024. The agreed upon wages and benefits were determined with the wage study conducted in February 2022 and included in the wage Ordinance passed on September 8, 2022.

WHY THIS ITEM IS BEFORE THE COUNCIL: Council approval is needed to approve the agreement between the City and IBEW Local #1597 Union to cover wages and benefits for the period of October 1, 2022 through September 30, 2024.

ACTION REQUIRED AT THIS COUNCIL MEETING: An affirmative vote approves the Contract between the City and the employees of IBEW Local #1597 (ML&W).

PROPOSED MOTION: "I move to approve the contract between the City of North Platte and IBEW Local #1597 for the term between October 1, 2022 through September 30, 2024."

SUPPORTING DOCUMENTS: Copy of the agreed upon contract with IBEW Local #1597.

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**IBEW #1597
PUBLIC WORKS DEPARTMENT EMPLOYEES**

AND

THE CITY OF NORTH PLATTE, NEBRASKA

OCTOBER 1ST, 2022 - SEPTEMBER 30TH, 2024

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ARTICLE 1 - PREAMBLE

- 1.1 This Contract made and entered into this ___ of _____, 2022, at North Platte, Nebraska, pursuant to the provisions of Chapter 48, Reissue Revised Statutes of Nebraska, 1943 (R.R.S.) by and between the City of North Platte, Nebraska (herein after referred to as the City) and the International Brotherhood of Electrical Workers (IBEW) Local#1597 (hereinafter referred to as the union), as representative of employees.
- 1.2 The parties acknowledge that during the negotiations which resulted in this Contract, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Therefore, the City and the Union, for the duration of this Contract, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Contract. This Contract may only be amended during its term by the parties' mutual agreement in writing.
- 1.3 The City agrees that prior to making any change in terms and conditions of employment which are mandatory subjects of bargaining and not otherwise covered by this Contract, to meet and bargain with the Union in an attempt to reach an agreement.
- 1.4 Newly established work rules, practices, agreements, or amendments thereto, shall be addressed as follows:
 - 1.4.1 For purposes of this Article, work rules, practices, and agreements (hereinafter "Work Directives") are defined as and limited to rules promulgated by the City within its discretion which regulate the job-related conduct of employees. Work rules, practices, agreements or amendments thereto, shall not conflict with the terms of this Contract. Work Directives shall be available, upon request to bargaining unit employees. Upon request specified work rules, practices, agreements, or wants thereto, will be provided to the union.
 - 1.4.2 **Emergency or Short Term Circumstances:** In the event that the City Administration determines that changes to Work Directives are immediately necessary for the efficient and/or effective operation of the City's Public Works Department, including systems and equipment to protect the public interest, the City (1) shall provide the union with notice of such E-ST with in forty-eight hours of any change to a Work Directive, or as soon as practicable; and, (2) may implement such Work Directives immediately or as needed under such circumstances, and shall reduce to writing and furnished to the Union at least seven calendar days of the effective date of any such Work Directive. For purposes of this subparagraph, "Short Term" shall mean a Work Directive having a duration of the emergency or short-term circumstances but not to exceed seven (7) days or the end of the E-ST Issue, whichever occurs first in time.

- 1.4.3 General Operations: A change to a work-directives involving the day-to-day general operation of the Public Works Department shall be reduced to writing and furnished to the Union at least seven calendar days prior to the effective date of the rule.
- 1.5 The City shall insure that all employees are equally treated with respect and dignity and are afforded the right of privacy when being counseled.

ARTICLE 2 - TERM OF CONTRACT

- 2.1 The term and conditions of this contract shall continue in full force and effect commencing on October 1st, 2022 and terminating on September 30, 2024, unless the parties mutually agree in writing to extend any or all of the terms of this contract. All wages will be retroactive upon commencement of the contract and all other provisions shall be effective upon signing and approved by the International President of the IBEW.
- 2.2 Negotiations for a new contract may be initiated by either party no sooner than 180 days prior to the expiration of this contract.

ARTICLE 3 - DEFINITIONS

- 3.1 CITY. The City is North Platte. As used herein, reference to "City" shall also include "City of North Platte" as appropriate.
- 3.2 SUPERVISOR. A supervisor is herein defined as any employee having authority, in the interest of the City, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward or discipline other employees, or responsibly direct them or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of such authority is not of a rarely routine or clerical nature but requires the use of independent judgment.
- 3.3 FOREMAN. A foreman is herein defined as a designated employee having authority to supervise and direct activities. The foreman plans and coordinates the use of manpower, equipment and materials used in projects.
- 3.4 FULL-TIME EMPLOYEE. A full-time employee is herein defined as an employee who is regularly scheduled to work 40 hours or more per week on a year-round basis and after he/she has completed his/her probationary period.
- 3.5 TEMPORARY EMPLOYEE. A temporary employee is herein defined as an employee who is not a full-time employee or a regular part-time employee or a seasonal employee who works less than a year-round basis. Temporary employee shall also include any employee who is hired for a specific period of term of less than one (1) year to fill in for an employee on leave, regardless of how many hours they work. A temporary appointment

to any bargaining unit position for over six (6) months is covered by this agreement. The six (6) months shall constitute the same as a probationary period, if the temporary appointment employee is not bumped by the former holder of the bargaining unit position.

- 3.6 **DATE OF EMPLOYMENT.** The date an employee begins his/her most recent full-time employment with the City, adjusted to exclude breaks in service such as suspensions and leaves of absence without pay (excluding periods of FMLA leave and certain specified terms of military leave) used to indicate the period during which employee benefits accrue. Used to establish annual dates by which performance evaluations are due. Used to continue to mark benefits accrual for transferred employees eligible for benefits before transfer.
- 3.7 **PART-TIME EMPLOYEE.** A part-time employee shall mean a City employee within the IBEW Local 1597 bargaining unit subject to this agreement who works on average thirty (30) hours per week shall be paid and receive benefits as provided in this agreement. A City employee not working on average thirty (30) hours per week shall not be subject to this agreement and shall not be paid and receive benefits as provided in this agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 All management rights, powers, functions, responsibilities and authority not specifically limited by the express terms of this agreement are retained by the City and remain exclusively within the rights of the City and nothing contained herein shall be construed or interpreted to restrict, limit or impair the rights, powers and authority of the City heretofore possessed and hereafter granted by virtue of law, regulations or resolutions. These rights, powers and authorities shall include, but not be limited to, the right to manage and supervise all of its operations and establish work rules, regulations and other terms and conditions of employment, not inconsistent with the specific term of this agreement.
- 4.2 In addition to all powers, duties, and rights of the City established by constitutional provision, statute, ordinance, charter, or special act, the Unions recognizes the powers, duties, and rights which belong solely, exclusively, and without limitation to the City, to-wit:
- (a) The right to manage the City's operations and to direct the working force;
 - (b) The right to hire employees;
 - (c) The right to maintain order and efficiency;
 - (d) The right to extend, maintain, curtail, or terminate operations of the City;
 - (e) The right to determine the size and location of the City's operations and to determine the type and amount of equipment to be used;
 - (f) The right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
 - (g) The right at any time to determine, create, modify, and terminate jobs, job vacancies, departments, job classifications, and job duties;

- (h) The right to transfer, promote and demote employees;
- (i) The right to discipline, suspend, and discharge employees;
- (j) The right to lay off at any time;
- (k) The right to enforce and require employees to observe rules and regulations set forth by the City;
- (l) The right to determine when and whether a position or job classification is vacant and when it will be filled;
- (m) The right to determine how many employees shall be in each classification and whether any employees shall be in any classification; and
- (n) The right to determine the individual and relative qualifications, ability, ability to perform, and physical fitness of all employees.

ARTICLE 5 - RECOGNITION AND UNION SECURITY

- 5.1 The City recognizes the Union as the exclusive collective bargaining agent for employees as certified by the Nebraska Commission of Industrial Relations (CIR) as set forth in Appendix A. The City will not during the life of this Agreement bargain with any group of employees or with any other employee organization with respect to term and conditions of employment covered by this Agreement which are considered to be mandatory subjects of collective bargaining.
- 5.2 The City and the Union agree that for purposes of administration, this Contract shall pertain to bargaining unit employees who occupy the position class titles set forth specifically in Appendix A, except for temporary employees and employees occupying positions identified as supervisory or confidential either as agreed upon by the City and the Union or as identified at any time by the Commission of Industrial Relations or court of proper jurisdiction.
- 5.3 In accordance with Section 48-837 of the Nebraska State Statutes, employees shall have the right to join and participate in, or to refrain from joining and participating in the Union. There shall be no interference, restraint or coercion by the City or the Union against any employee because of membership or non- membership in the Union, or for exercising their rights under this contract.
- 5.4 The City shall notify the union of newly created classes and classification changes. If the parties are unable to reach agreement as to the inclusion or exclusion of a new classification from the bargaining unit, they shall submit such classifications to the CIR for unit clarification.
- 5.5 Dues Deduction: Upon receipt, by the City of North Platte, of a voluntary, written, individual authorization from any of its employees covered by this Contract, on forms provided by the Union, the City will deduct from the pay owed such employee those dues required as the employee's membership dues in the Union.

- 5.6 Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the City of North Platte. Deductions shall be made only when the employee has sufficient earnings to cover deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance. Deductions shall be in such amount as shall be certified to the City in writing by the authorized representative of the union.
- 5.7 Those employees who wish dues deductions to stop, in accordance to the dues deduction card, shall deliver to the City of North Platte, a written request within the ten (10) day period prior to the beginning of any month, signed by the employee, requesting that the Union dues deduction be discontinued. The City of North Platte upon receiving such a notice shall indicate which employee has terminated the payroll dues deduction upon the next dues report submitted to the Union pursuant to paragraph 5.9, and the City will supply a photocopy of the request to the Union.
- 5.8 No other employee labor organization shall be granted or allowed to maintain payroll deduction for employees covered by this Contract.
- 5.9 The City shall submit to the union a monthly "Deduction Report", in paper or electronic format, listing the employees with Union dues deductions.
- 5.10 The Union shall indemnify the City and hold it harmless against any and all claims, demands, suits or other form of liability, including Attorney's Fees that may arise out of or by reason of, any action taken by the City for the purpose of complying with the provisions of section 5.5 through 5.9.
- 5.11 Bulletin Boards: The Union shall be afforded bulletin boards to be used for posting of general employee information at the ML&W Building located at 201 W. 3rd, North Platte, NE.
- 5.12 Union Stewards, as defined in Article 13, whose names have been certified to the city in writing, may, during non-work time, post Union notices on the such bulletin board supplied. Material to be placed on the bulletin boards shall be limited to notice of the Union's recreational, education and social affairs, notices of Union elections, appointments and results of Union elections and notices of Union meetings. The Union will be responsible for posting and removal of all Union notices.
- 5.13 Union Staff Activity: The City agrees that non-employee representatives of the Union (Union employees), provided they have been certified in writing to the City, and have first obtained permission from the City or their designated representatives (permission shall not be unreasonably denied), shall be allowed during working hours on the City's premises, with no harassment to:
- a. Post Union notices on designated bulletin board space as prescribed elsewhere in this Article (Stewards and/or Union Officers may do so only during non-work time.);

- b. Attend meetings scheduled as provided in the grievance procedure of this Contract;
- c. Consult with the City;
- d. Consult with local Union Officers or Stewards, after such employees receive permission from the first level of supervision outside the bargaining unit, concerning the enforcement of any provisions of this Contract and be provided a private meeting room, if requested.

The City agrees that non-employee representatives of the Union (Union employees) shall be allowed, prior to work hours, during lunch break, and after hours to meet with employees in work areas. The City agrees that non-employee representatives of the Union (Union employee) shall be allowed to consult with local Union Officers or Stewards in work areas, prior to work hours, during lunch break, and after hours.

- 5.14 At the beginning of each quarter, the City will provide the Union with a printed list, at the Union's expense, containing the names, home mailing addresses, class title, class codes, and work sites of all transferred, demoted or promoted Bargaining Unit Members. This information shall not be released with regard to non-union dues paying members until said members of the Bargaining Unit have executed a waiver for the release of such information. The Union agrees to keep this list confidential.

ARTICLE 6 - WORK

- 6.1 Work schedules are defined as an employees assigned hours, days of the week, days off and shift.
- 6.2 The City shall provide ten (10) workdays written notice to the affected employees prior to making changes in their permanent work schedules, except when requested or agreed to by the Employee or in cases of emergency or bad weather. (An emergency is defined as an unexpected unforeseen or unanticipated event). Non-permanent work schedule changes may be made by the City in order to respond to emergency staffing needs. At an employee's request, the reason for permanent change of schedule will be provided.
- 6.3 Meal Periods: All employees shall be granted an unpaid meal period of thirty (30) minutes during each workday for lunch or dinner. Employees are completely relieved from duty during this time and are not compensated for the meal period. Where practicable, the City will attempt to schedule the meal period at approximately the middle of each shift. The meal period must be taken within the thirty (30) minutes and the employees are not compensated for the meal period. Shop personnel working at the shop shall have the option of taking a one (1) hour unpaid lunch provided they clock out.

- 6.4 Rest Periods: All employees shall be granted a fifteen (15) minute paid rest period during each one half shift. The rest period shall be scheduled at approximately the middle of each one half shift, if possible.
- 6.5 Call-Back Time/Call-In: Employees eligible for overtime who are called back for duty or called in on the employee's day off will be guaranteed a minimum of two hours at the appropriate rate of pay or one and one half (1 ½) times the actual numbers of hours worked, whichever is greater. This provision shall not be construed so as to provide for additional compensation if the employee is recalled back for duty within the original two hour period, except that employees who are called back to work in excess of two hours will be paid for actual time worked. To qualify for call-in compensation, the time worked cannot be contiguous to the end of an employee's scheduled work shift.
- 6.6 Meal and Lodging Reimbursement: Employees who are required to travel in the course of their employment shall be compensated for meals and lodging in accordance with Article 15 of the City's Employee Handbook, as hereafter amended. If an employee as a requirement of his job has to attend a training session, then the employee shall be paid his normal wage and benefits for the hours he is in attendance at the training session, the travel time, and the study time in accordance with the Fair Labor Standards Act.
- 6.7 Work Week: The regular work week shall be forty (40) hours. Monday through Friday, or Tuesday through Saturday, eight (8) hours per day or ten (10) hours per day. Nothing in this article shall be construed as a guarantee of hours.

ARTICLE 7 - WAGE ADMINISTRATION

- 7.1 All wages paid to IBEW Local 1597 for the period from October 1, 2022 thru September 30, 2024 shall receive wage payment in accordance with Appendix A, 2022-2024 Pay Range Schedule attached hereto and incorporate herein by this reference.
- 7.2 Longevity Pay. Longevity pay will remain as currently provided by the City.

5 years of service but less than 10	\$10.00 per month
10 years of service but less than 15	\$20.00 per month
15 years of service or more	\$30.00 per month

ARTICLE 8 - OVERTIME

- 8.1 Regular Rate. The regular rate of pay for an employee shall be as set forth in Article 7.
- 8.2 Compensatory Time. Compensatory time may be accumulated to a maximum of 120 hours. Any employee who has accrued 120 hours of compensatory time off shall be paid overtime pay for additional overtime hours. At the time of the employee's termination, resignation, retirement, discharge, or death, an employee shall be paid for any unused compensatory time at a rate of not less than the higher of (1) the average regular rate received by the employee during the last three (3) years of his/her employment, or (2) his/her final regular rate. Compensatory time may be "cashed out" at any time during the employee's tenure with the City of North Platte subject to administration approval, such approval to be based upon with regards to budgetary constraints.
- 8.3 Overtime.
- 8.3.1 Overtime rate. Work performed in excess of forty (40) hours per week shall be compensated at one and one-half (1 ½) hours for each hour of overtime actually worked. The Director of Public Works shall direct whether an employee may accrue compensatory time at a rate of one and one-half (1 ½) the actual hours worked in lieu of the payment of overtime. Vacation and holiday leave shall be counted as days worked when computing overtime.
- 8.3.2 Overtime shall not be pyramided, compounded or paid twice for the same hours.
- 8.3.3 There shall be no payments of overtime for hours not worked.
- 8.3.4 No employee shall be compensated for overtime work unless such work has been approved by the employee's supervisor or his/her designated representative.
- 8.3.5 Overtime will be assigned to the employee or employees regularly performing the work during the regular shift.
- 8.3.5.1 In the event such employee or employees are unable to work the overtime, except as provided in subparagraph 8.3.8, it will be assigned on a rotating basis according to seniority within the affected job classification.
- 8.3.5.2 Overtime which is not contiguous to the regular shift, except as provided in subparagraph 8.3.8, will be offered on a rotating basis based on seniority, to those employees who have performed the work to be done in the past. In the event such employee or employees are unable to work the overtime, it will be assigned on a rotating basis according to seniority within the affected job classification.

- 8.3.6 Those hours during a workweek for which an employee receives sick leave pay or compensatory time will not be considered hours worked for the purpose of computing weekly overtime pay.
- 8.3.7 Seniority Based Overtime Assignment: "Seniority" for purpose of overtime compensation shall be measure beginning with the first full month of the employee's employment. If a mistake is made in the assignment of overtime, it shall be corrected by giving the employee who was missed the next available overtime opportunity.
- 8.3.7.1 Voluntary Overtime: If the overtime requested is voluntary, the supervisor shall offer the overtime to employees on a voluntary basis starting with the most senior employee and going down the seniority list as needed. The supervisor shall post and keep an updated list of employees showing their status of overtime rotation. Employees may refuse this voluntary overtime.
- 8.3.7.2 Non-Voluntary Overtime: If the situation arises where the overtime is not voluntary, but mandatory, then the supervisor shall order the overtime starting first with the least senior employee and then going up the seniority list.
- 8.3.8 Specialty and Skilled Position Based Overtime Assignment: "Specialty and Skilled Position" for purpose of overtime compensation shall mean those positions in the Public Works Department that an employee has special training and/or skills to operate equipment or machinery to assure the proper operation of the public works infrastructure and equipment. The Director of Public Works shall identify annually on September 1st of each year the positions in the Public Works Department that are designated Specialty and Skilled Positions; PROVIDED, the union representative may by the October 1st next following challenge the positions identified as Specialty and Skilled Positions and review the same with the Public Works administration. Overtime assignments for Specialty and Skilled Positions shall be made in the sole discretion of the Public Works administration based upon the employee best suited to the task.
- 8.3.9 At any time a superintendent or supervisor is requested he/she shall provide any overtime information to the Union Representative.
- 8.4 In the event the City requires in-service training of employees, such training will be considered as work time and the employees paid accordingly.
- 8.5 On Call/Stand-By Pay: Certain positions may be required by their respective department heads to be on-call. On-call will be assigned in daily or weekly increments. Daily on-call assignments begin at 5 p.m. and end at the earliest of either (1) the standard assigned start of the next working day or (2) 5 p.m. the next day if the on-call period is on a weekend or a holiday. Weekly on-call begins at 5 p.m. on Friday and ends the following Friday at 5 p.m. and applies only to hours other than those regularly assigned as the employee's workweek. Employees assigned to on-call duty will be allowed to take a work vehicle home during their on-call duty period to expedite after-hours emergency operations. The vehicle will be parked at the employee's home during the assigned duty period. The employee

assigned to this duty may call upon their immediate supervisor when additional help is required. Once called, the on-call employee will travel immediately from their home to the job site without traveling first to their respective office.

Compensation for on-call duty will be a guaranteed one-hour of overtime pay per day (Monday -Friday) and two hours of overtime time pay for (Saturday and Sunday) the employee is assigned to on-call duty. When the on-call employee is called to work, the employee will receive a minimum of two hours pay and will otherwise be afforded the same considerations set forth under the call-back policy. During the assigned on-call period, a call will be paid in lieu of the one-hour on-call guarantee for the day of the call.

The employee assigned to this duty shall be available by a means of communication provided by the respective department head during the assignment period. Failure to be available shall disqualify the employee for on-call duty compensation for the remainder of the affected pay period. If a personal matter conflicts with the assigned employee's on-call period, it is the employee's responsibility to make arrangements with another qualified duty employee who will be available, as previously stated. The originally assigned employee also has the responsibility to notify the immediate supervisor so that the substitute employee is compensated for the on-call period and any calls answered during the said period.

When a recognized holiday, as stated in the Employee Handbook, falls during an employee's assigned on-call duty, that employee shall be granted a compensatory holiday to be taken during the week following the on-call duty assignment and approved by the employee's supervisor.

- 8.6 Maximum Hours of Work: No employee shall be required to work more than eighteen (18) consecutive hours, or more than eighteen (18) hours in a twenty-four (24) hour period. The employee will have the option to work more than the maximum eighteen (18) hours in a twenty-four (24) hour period if he/she so chooses.

ARTICLE 9 - AUTHORIZED LEAVE

- 9.1 Holidays: Holiday pay will be at the scheduled hourly rate and will only be paid for up to 8 hours per Holiday, regardless of the regularly scheduled shift. The following holidays are compensated holidays for employees in the bargaining unit:

New Year's Day	Labor Day
Martin Luther King's Birthday	President's Day
Veteran's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

- 9.1.1 Twenty-Four Hour Floating Holiday: Each employee shall be provided twenty-four (24) hours floating holiday to be used at the employee's discretion in increments of not less than 1 hour at a time.

- 9.2 Weekend Holidays: When a holiday falls on the first day of an employee's weekend, it shall be observed on the preceding day. When a holiday falls on the last day of an employee's weekend, it shall be observed on the following day.
- 9.3 Work on a Holiday: In addition to normal holiday pay, hours worked by an overtime eligible employee on an actual or observed holiday shall be compensated as overtime hours or the employee may elect to receive regular pay only and take the holiday leave at a later date.
- 9.4 Paid time off.
 - 9.4.1 Generally: Paid time off (PTO) is granted to all eligible employees for the opportunity to rest and recreate at preapproved times during the year.
 - 9.4.1.1 Full-Time/Part-Time Employees: Full-time employees and employees promoted to full-time from another status will accrue PTO based upon the full-time status. Regular part-time status employees who work at least thirty (30) hours per week will accrue PTO at a prorated amount based on the average hours worked.
 - 9.4.1.2 Temporary Employees: Temporary and seasonal employees are not eligible for PTO.
 - 9.4.2 PTO Accrual: Employees may accrue a maximum of 1,040 hours of paid leave.
 - 9.4.2.1 PTO must be used in not less than one-half (1/2) hour increments.
 - 9.4.2.2 All regular status full-time employees are eligible to take leave as it is earned and will accrue PTO leave in bi-weekly increments in the following manner:
 - 9.4.2.3 Employees with zero to five years of service will accrue PTO at a rate of 5.85 hours per pay period. Employees with six to nine years of service will accrue PTO at a rate of 7.38 hours per pay period. Employees with ten years of service, and greater, will accrue PTO at a rate of 8.92 hours per pay period.
 - 9.4.3 Holiday Exception: If a holiday occurs during an employee's PTO leave, that day shall not be charged as PTO.
 - 9.4.4 Requesting PTO: Employee requests for paid time off must be approved in advance by the department head in charge. An exception to this includes an employee requesting time off for illness. For each employee taking leave, the pay shall be computed at the regular straight line pay rate applicable on the day leave commences.
 - 9.4.5 PTO Non-Accrual: PTO shall not accrue during any period of leave of absence or suspension.

9.4.6 Compensation: An employee who separates from the City will be paid out their PTO balance in a lump sum.

9.5 Bereavement Leave: General

An employee requiring funeral leave shall notify their immediate supervisor or department head prior to or on the first day of such leave. Funeral leave shall be granted to eligible employees for up to three (3) days per calendar year for immediate and non-immediate family members. Immediate family members include parents, spouses, children, siblings, grandparents, grandchildren, and in-laws of the same relation regardless of when it occurs. A non-immediate family member shall mean aunts, uncles, nieces, and nephews. Any portion of a workday used for funeral leave shall be considered a full day of funeral leave. In addition to the use of funeral leave as set forth hereafter, medical or additional 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.

Other Funeral Leave.

To attend the funeral of someone other than immediate and non-immediate family, an employee shall take PTO.

9.6 Job Related Disability: All employees who are disabled as a result of a job-related injury or disease shall be granted PTO in accordance with the PTO provisions of this Article until workers' Compensation coverage begins. Disability shall mean that the employee is unable to perform the tasks usually encountered in the employee's job category due to a job related disability or treatment for a job related disability. Provided the assignment of light duty is not discriminatory as to providing light duty.

- a. Any job related injury or disease shall be reported to the proper authority as soon as possible.
- b. No employee shall receive a salary and workers' compensation benefits at the same time.
- c. Health insurance with the appropriate City contribution will be paid during an absence under workers' compensation.

9.7 Military Leave: Military leave shall be granted in accordance with applicable federal and state laws.

9.8 Civil Leave: All employees shall be eligible for paid civil leave under the following conditions:

- a. Jury Duty: If an employee is called to serve as a juror, he/she shall be entitled to paid civil leave. The employee will be paid their regular salary and the employee will be required to surrender his jury pay and reimbursements received to the City.

- b. Court Appearances: Time spent by employees appearing in court as a function of their job shall be considered as hours worked. All witness fees and reimbursements received as a result of these court appearances shall be returned to the City. Employees attending courts as a plaintiff, defendant or witness on non-work related matters, may use vacation leave or earned compensatory time. In the event the employee is subpoenaed for non-work related matters and does not have vacation leave or compensatory time the City shall grant a leave of absence. Any witness fees paid to the employee for these court appearances shall be kept by the employee.
- 9.9 The employee's service date shall be adjusted for non-pay absences in excess of fourteen calendar days, except when an employee is still eligible for worker's compensation payments.

ARTICLE 10 – UNIFORM ALLOWANCE

- 10.1 The City shall furnish all required uniform items necessary to facilitate a workweek to all full time City employees that are required by the City Administrator to be in uniform while on duty for the City. The City shall replace any worn or damaged uniform items as needed.
- 10.2 Boot Allowance. All employees identified as required to wear steel-toed boots will each receive \$200 or the cost of the boots, whichever is less. Receipts shall be required for reimbursement. All utility line workers, including electric service persons, who are required to wear "line worker boots," will each receive an annual reimbursement of \$200 or the cost of the boots, whichever is less. Receipts shall be required for reimbursement.
- 10.3 The employee will be allowed to combine the required clothing and boot allowance to make the required clothing and boot purchases. Not to exceed \$500.
- 10.4 If an employee can show that he/she has ample uniforms as required in 10.1, then that employee may be allowed to purchase prescription safety glasses using the uniform allowance up to the dollar amount that they have available. Receipts will be required for reimbursement.
- 10.5 Upon separation from City Service, an employee is required to return any uniform items that have City designation or City logos to their Supervisor before receiving their final pay check.

ARTICLE 11- INSURANCE

- 11.1 Health Insurance
 - A) The City shall continue to provide the existing or improved health insurance coverage during the life of this contract. The City reserves the right to change carriers upon notification to the Union.

- B) For the contract years October 1st, 2022 thru September 30th, 2024, the City agrees to provide and pay 83.75% of the single premium cost for health insurance for all regular full-time employees in the bargaining unit. The City agrees to pay 81.75% of the family premium cost for health insurance for all regular full-time employees in the bargaining unit electing such coverage, with the employee paying the balance through payroll deduction.
- C) The City will provide a group life insurance policy of \$40,000 for each full time employee. The full cost will be borne solely by the City.

**ARTICLE 12- TRANSFERS, PROMOTIONS, DEMOTIONS AND
FILLING VACANT POSITIONS**

- 12.1 Posting Job Vacancies: All permanent vacancies within the bargaining unit classifications covered by the Agreement shall be posted on appropriate bulletin boards for a period of five (5) working days, during which time interested employees may apply for such openings.
- 12.2 Any employee may request a voluntary demotion by submitting a written request to the City Administrator. The request must state what position and department the employee would like to be placed. Such request must be a vacant and funded position. The employee must meet the qualifications of the position. No demotion shall be made if any regular employee in the lower class will be laid off by reason of the action.

ARTICLE 13 - UNION STEWARDS

- 13.1 Employees within the bargaining unit shall be represented by a Steward(s) in the manner set forth in this Article. Employees, however, shall have the option of representing themselves. The Union shall furnish management a list of the Steward(s)' names and their assigned areas and shall keep a list current at all times. Alternate Stewards may be appointed by the Local Union to serve in the absence of the regular steward(s).
- 13.2 When requested by an employee a Steward may investigate any formal grievance in his assigned work-area and assist in its presentation. The Steward shall be allowed time during working hours in accordance with Section 4 of this Article upon notification and approval of City or the City's designated representative; provided however, the City shall not unreasonably withhold approval. It is understood that the Union Representative may substitute for the Steward at any hearing in the grievance procedure.

- 13.3 When an employee presents their own grievance without intervention of a Union Steward, the Steward shall be given an opportunity to be present, and shall be allowed the time therefore, in accordance with Section 4 of this Article, upon notification and approval of City or the City's designated representative; provided, however, the City shall not unreasonably withhold approval.
- 13.4 Stewards who use time during their regular shift hours for investigating formal grievances filed with the City in Step 2 of the grievance procedure or attending formal grievance meetings will be paid their regular hourly rate for such time used but not to exceed a total of three (3) hours per week. All Stewards will be considered on a regular shift as far as grievance pay is concerned. A Steward who spends time representing an employee at a Board hearing shall be paid for time spent during his regular shift at his regular rate.
- 13.5.1 No Steward shall leave his regularly assigned work in order to investigate a formal grievance without first obtaining approval of the City or the City's designated representative and provided further, such approval shall not be unreasonably withheld.
- 13.6 Stewards excused from duty for participation in union representations shall be paid, pursuant to this Article XIII only to represent or investigate, employees within that steward's department, unless otherwise approved by the City Administrator.

ARTICLE 14 - GRIEVANCE PROCEDURE

- 14.1 A grievance is a written complaint alleging a violation involving the application and interpretation of the provisions of this labor contract.
- 14.2 Grievance Form. In reducing a grievance to writing, the following information must be stated with reasonable clearness: the nature of the grievance, the acts or omissions, the date of the acts, or omissions, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, the provisions of this contract which are alleged to have been violated, and the remedy sought.
- 14.3 Any bargaining unit employee shall have the right to meet and adjust his/her individual complaint with the City.
- 14.4 Time Limits. The time limits provided for in this Article shall be strictly construed. The failure of the employee to meet the time limits provided, shall result in the dismissal of the employee's grievance. Failure of the City to give a decision within the time limits shall permit the employee to proceed to the next step. The time limits and/or steps listed in this Article may be extended or waived at any step of the grievance procedure by written mutual agreement of the parties or their designated representatives.
- 14.5 Time Computation. In computing any period of time prescribed in this Article, the date of the acts, event or default from which the designated period of time begins to run shall not

be included. The last day of the period shall be included unless it is a Saturday, Sunday, or legal federal or state or contractual holiday, in which event the period extends until the end of the next day which is not a Saturday, Sunday, or legal federal or state or contractual holiday.

- 14.6 A grievance initiated by a bargaining unit member or by the Union on behalf of a bargaining unit member shall be handled in the following manner:

(a) Step 1.

An employee grievant shall, within fifteen (15) working days of the occurrence of the alleged grievance, attempt to resolve the matter with the Director of Public Works. A grieving employee shall have the right to be accompanied by the Union Steward or other Union representatives.

(b) Step 2.

Within fifteen (15) workdays of the occurrence of the grieved action or inaction or from the day a reasonable employee should have known about the grievance, the employee shall present a formal written grievance on a provided grievance form to the City's Director of Public Works either by hand delivery or through the U.S. Postal Service.

The Director of Public Works shall confer, unless the employee is unavailable, with the grievant either in person or by telephone, then reply in writing on the grievance form (or an attachment) within fifteen (15) workdays of delivery of the grievance. The Director of Public Works shall be responsible for consulting with all necessary levels of supervision in preparation of his/her written response to the grievant.

(c) Step 3.

If satisfactory settlement is not reached under step two, then either party may request non-binding mediation. A mediator shall be chosen from the Federal Mediation and Conciliation Service. In the event a fee for the mediator shall incur, either party may decline the service and proceed to step 4. If either party is not satisfied with the result of non-binding mediation, then within fifteen (15) work days of receiving the results of the mediation, either party may take the grievance to the next step.

(d) Step 4.

Within fifteen workdays of receipt of the decision in Step 3, the grievant may appeal said decision through voluntary binding arbitration. In cases where the parties choose not to participate in binding it may be processed through District Court.

- 14.7 All grievances filed by the city shall be presented to the Employee involved or Union depending upon whom the offending party is. In all circumstances, a copy of the grievance will be given to the union as a courtesy. The offending party and/or Union will have fifteen

(15) work days to respond to the grievance and resolve the matter on an informal basis. If, after fifteen (15) work days, no resolution has occurred, the City may within fifteen (15) work days take the matter to binding arbitration, with the consent of the grievant.

- 14.8 The arbitrator's scope of review shall be to determine whether or not a term(s) of this Contract has/have been violated, and whether the City's action was taken in good faith and for cause. Each party shall be accorded the opportunity to present testimony, exhibits and other evidence at such hearing on the said grievance. Arbitration hearings shall be informal and the rules of evidence shall not apply. In cases involving discipline, the City shall present its case first, and in all other cases the grievant shall present his/her case first. The decision of the arbitrator shall be final and may not be appealed. The arbitrator shall decide the grievance in question based upon the issues presented in the written grievance filed pursuant to the grievance procedure. The arbitrator may interpret relevant provisions of this Contract and apply them to the particular case presented to him/her, but the arbitrator shall have no authority to add to, subtract from, or in any way modify the terms of this Contract or any agreements made supplementary hereto. The arbitrator shall have the authority to order reinstatement and to award back pay. The fees and expenses of an arbitrator employed shall be borne equally by the parties. Arbitrators shall be selected from lists supplied by the Federal Mediation and Conciliation Service or developed by the parties and mutually agreed upon by the parties. If the parties cannot agree upon an arbitrator, a method of alternate striking shall be employed.
- 14.9 The decision of the arbitrator shall be made in writing within 40 workdays of the hearing and shall be accompanied by findings of fact and conclusions of law. The findings of fact shall consist of a concise statement of the conclusions upon each contested issue of fact. Parties to the proceeding shall be notified of the decision and order in person or by mail. A copy of the decision and order and accompanying findings and conclusions shall be delivered or mailed to each party.
- 14.10 In all grievances where the Union is representing an employee, the City shall not discuss the grievance with the employee without the Union present.

ARTICLE 15 - EMPLOYEE PERFORMANCE EVALUATION AND PERSONNEL ACTIONS

- 15.1 Employee performance evaluation and personnel actions shall be conducted pursuant to the Employee Personnel Rules of the City of North Platte, and the Public Works Department Policy and Procedures Manual. It is the policy of the City of North Platte to provide regular evaluation of employee performance which shall include a system of progressive discipline where appropriate and which affords an opportunity for the resolution of unsatisfactory employee performance or conduct. Such system shall include an appeal procedure to assure the equitable and consistent application of discipline.

- 15.2 The following City of North Platte personnel policies and manuals are available to all employee on the City of North Platte website - <https://www.ci.north-platte.ne.us/>.

ARTICLE 16 - REDUCTION IN STAFF

- 16.1 If it becomes necessary for the City of North Platte to decrease staff for any reason, including financial reasons or for reduction of work, the City may separate any employee, without prejudice, after 15 days written notice.
- 16.2 If in the discretion of the City a reduction in force is necessary or appropriate, the City shall consider the ability to perform the work of all Bargaining Unit employees. If the ability to perform the work of all Bargaining Unit employees is equal, seniority shall govern. If the ability to perform the work of all Bargaining Unit employees is not equal, then the City may lay off the employee who, in its discretion, is considered least qualified, regardless of seniority. if the City lays off employees other than by seniority, the employer shall provide the reasons why in writing to the Union and the employee(s) to be laid off (shall become subject to the grievance procedure. Seniority shall be based on continuous length of service as a full-time employee of the City of North Platte.
- 16.3 Employees being laid off may bump the employee with the least seniority in any other job provided they: (a) have the seniority to do so; (b) are qualified and able to then perform all the job duties of the employee to be bumped under normal supervision, as determined by the City. it is understood that all layoff decisions remain grievable. Anytime a Staff Reduction is conducted according to seniority a full time employee shall have priority over part time employees and the full time/temporary employees shall have the right to bump a part time/temporary employee.
- 16.4 No full-time status employees shall be laid off as long as there are provisional, part-time temporary, seasonal, intermittent, emergency, on-call or probationary employees working in the affected positions.
- 16.5 If within two years of a reduction of staff, the City elects to increase staff, the City shall recall the laid off employees in reverse order of lay off prior to hiring new employees.
- 16.6 If an employee who is separated from employment as a result of a reduction in staff is rehired within two years, the temporary layoff shall not be deemed a break-in-service for continuous employment status purposes and his prior continuous employment period shall be combined with his current continuous employment period for computing continuous years of service for benefit entitlement.

ARTICLE 17 - HEALTH AND SAFETY

- 17.1 Employees are responsible for reporting any unsafe condition or practice. Employees are

responsible for properly using and caring for the tools and equipment furnished by the City. The employee should report unsafe conditions to the foreman who will report to the City. Refusal to work in an unsafe environment, as defined by OSHA, shall be a defense to disciplinary action. There shall be no adverse action taken against an employee or retaliation for an employee's reporting of an unsafe condition, environment, tool or equipment when the report of the unsafe condition, environment, tool or equipment is based upon a reasonable belief that an unsafe condition, environment, tool or equipment does in fact exist.

- 17.2 The City agrees to maintain all city facilities, buildings, grounds, and equipment in accordance with applicable federal and state policies. Recognizing the intrinsic nature of each job performed in the bargaining unit, the City agrees to provide a safe working environment.
- 17.3 The City agrees to supply such specialized clothing and equipment as is necessary to perform the required job functions in a safe and efficient manner. This includes but is not limited to welding helmets/goggles, welding gloves, welding aprons; but not "normal" work clothing. The City agrees to supply such items at no cost to the employee.
- 17.4 First Aid Equipment/and Work Related Injury. The City agrees to provide first aid kits on all self-propelled equipment and vehicles. All on-the-job injuries and work related illnesses must be reported promptly to the City.
- 17.5 The City agrees to provide Hepatitis shots to employees in the Sanitation Department. The City agrees to provide these shots at no cost to the employees.
- 17.6 All City-owned vehicles which are used by bargaining unit employees shall be equipped as required by law.
- 17.7 Whenever an employee is required to perform duties which require working with or around hazardous chemicals, agents, or equipment, the employee shall receive necessary training and shall be provided necessary protective equipment and clothing. At a minimum the education and training must include:
 - a. The location of toxic substances.
 - b. The names of the substances, including the generic or chemical name, as well as the trade or other commonly used names.
 - c. The acute and chronic effects of exposure to the hazardous substance and any symptoms and effects of exposure.
 - d. The potential for flammability, explosion and reactivity of such substance.
 - e. Appropriate emergency treatment.
 - f. Proper conditions for safe use and exposure to such toxic substances.
 - g. Procedures for cleanup of leaks and spills of such substances.

- 17.8 Develop and maintain a safety committee of five (5) members, two (2) of which are of the supervisory group, two (2) of which are of the Local 1597 bargaining unit and one (1) of City Administration.

This committee shall meet four (4) times per year (February, May, August, November). They shall discuss and help advise on ways to continue and develop safety practices and procedures.

ARTICLE 18 - NO STRIKE - NO LOCKOUT

- 18.1 The Union and the City recognize and agree that the rendering of services to the citizens of the City cannot be withheld, interrupted, or discontinued, and that to do so could endanger the health, safety and welfare of the inhabitants thereof, as well as violate State Statute.
- 18.2 Neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, sympathy action, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the City.
- 18.3 Neither the City nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Contract.
- 18.4 The City may discharge or discipline any employee who intentionally in concert violates the terms of this Article and any employee who fails to carry out his/her responsibilities under the terms of this Article.
- 18.5 Nothing contained here-in shall preclude the Union or the City from obtaining whatever remedies may be available to the parties at law or in equity in the event of a violation of this Article.
- 18.6 The parties agree to comply with the provisions of Sections 48-802 and 48821 R.R.S. Neb., which are recognized as applicable to the parties to this Contract.

ARTICLE 19 - PERSONNEL FILE INFORMATION

- 19.1 With prior approval for an absence from work from the Director of Public Works, an employee shall, be allowed to inspect his/her personnel file during normal office hours.
- 19.2 Upon receipt of written authorization from the employee, the City will allow another employee or designated representative to inspect their entire personnel file or payroll record maintained by the City.

- 19.3 Personnel files cannot be removed from the premises and all file reviews will be under the supervision of the city.
- 19.4 Except, as needed to process grievances, the city will provide one copy of up to ten pages of personnel file documents when requested by an employee during each year of this agreement.
- 19.5 An employee shall be notified in writing within ten work days of any non-routine information being placed in his/her personnel file.
- 19.6 The City will maintain a personnel file and a separate discipline file for each employee. The personnel file shall contain, in the City's discretion, materials with regard to the employment of the individual. The discipline file shall contain material concerning the discipline of an employee and such materials that the employee may want to submit with regard to disciplinary actions. The City shall remove any record of minor discipline after two (2) years from the date of the discipline and any record of major discipline after three (3) years from the date of the discipline.

ARTICLE 20 - CITY PERSONNEL POLICIES

- 20.1 The City Personnel Policies, as may be adopted by the North Platte City Council from time to time shall be incorporated herein and made a part hereof to the same extent as if set forth in full to the extent, they are not inconsistent with any provision of this agreement. If any City Personnel Policies are inconsistent, the provisions of this Agreement shall control.

ARTICLE 21 - NON-DISCRIMINATION

- 21.1 General Standard. All provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, disability, national origin, union membership, protected age, marital status, or veteran status.
- 21.2 Gender Reference. All references to employees in this agreement designate both sexes, and whenever the male or female gender is used, such term should be construed to include both male and female employees.

ARTICLE 22 - SAVINGS CLAUSE

- 22.1 If any provisions of the Contract is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of the Contract shall remain in full force and effect for the

duration of this Contract. The parties shall meet as soon as possible to agree on a substitute provision should any provisions of the Contract be declared unlawful, unenforceable or not in accordance with applicable statutes. If the parties are unable to agree on a substitute provision within thirty days following commencement of the initial meeting, the provision becomes inoperative and the matter shall be postponed until contract negotiations are reopened.

ARTICLE 23 – RESIDENCY

23.1 Residency within the City limits of North Platte shall not be required as a condition of employment or continued employment with the City so long as the Union membership is able to timely respond to all call ins and call backs.

ARTICLE 24 – COMMERCIAL DRIVER’S LICENSE

24.1 Because a Commercial Driver’s License is required for City employees the City agrees to pay the difference in the employee’s driver’s license, between a Commercial Driver’s License and a State Driver’s License, to include the cost of such endorsement and all training that may be required.

In witness whereof, the parties hereto have set their hands as follows:

City of North Platte, A Political Subdivision of the State of Nebraska	IBEW Local #1597, Certified Collective Bargaining Agent
Dated this ___ day of ___), ____, 22022	Dated this ___ day of ___), ____, 22022
By: _____ Printed Name: _____ Title: _____	By: _____ Printed Name: _____ Title: _____

PROPOSED 2022-2023 SALARY SCHEDULE
UTILITIES - WATER & WASTEWATER

POSITION:	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	
HOURLY EMPLOYEES:																											
WASTEWATER TREATMENT PLANT CHIEF OPERATOR	23.97	25.34	26.71	28.07	29.44	30.81	32.17	33.54	34.91	36.28	37.65	39.02	40.39	41.76	43.13	44.50	45.87	47.24	48.61	50.00	51.37	52.74	54.11	55.48	56.85	58.22	
WASTEWATER TREATMENT PLANT OPERATOR	16.97	18.03	19.08	20.14	21.19	22.25	23.30	24.35	25.41	26.46	27.51	28.57	29.62	30.67	31.72	32.78	33.83	34.88	35.93	36.98	38.03	39.08	40.13	41.18	42.23	43.28	
WATER/WASTEWATER ELECTRICIAN	20.94	22.27	23.70	25.13	26.56	27.99	29.42	30.85	32.28	33.71	35.14	36.57	38.00	39.43	40.86	42.29	43.72	45.15	46.58	48.01	49.44	50.87	52.30	53.73	55.16	56.59	
UTILITY MAINTENANCE WORKER IV	22.45	23.88	25.31	26.74	28.17	29.60	31.03	32.46	33.89	35.32	36.75	38.18	39.61	41.04	42.47	43.90	45.33	46.76	48.19	49.62	51.05	52.48	53.91	55.34	56.77	58.20	
WATER SYSTEM PROTECTION SPECIALIST II	21.90	23.33	24.76	26.19	27.62	29.05	30.48	31.91	33.34	34.77	36.20	37.63	39.06	40.49	41.92	43.35	44.78	46.21	47.64	49.07	50.50	51.93	53.36	54.79	56.22	57.65	
SEWER SYSTEM PROTECTION SPECIALIST I	21.90	23.33	24.76	26.19	27.62	29.05	30.48	31.91	33.34	34.77	36.20	37.63	39.06	40.49	41.92	43.35	44.78	46.21	47.64	49.07	50.50	51.93	53.36	54.79	56.22	57.65	
SEWER UTILITY MAINTENANCE WORKER	18.12	19.55	20.98	22.41	23.84	25.27	26.70	28.13	29.56	30.99	32.42	33.85	35.28	36.71	38.14	39.57	41.00	42.43	43.86	45.29	46.72	48.15	49.58	51.01	52.44	53.87	
WASTEWATER LAB TECHNICIAN	21.20	22.63	24.06	25.49	26.92	28.35	29.78	31.21	32.64	34.07	35.50	36.93	38.36	39.79	41.22	42.65	44.08	45.51	46.94	48.37	49.80	51.23	52.66	54.09	55.52	56.95	
WATER STORAGE FEEDER	22.10	23.53	24.96	26.39	27.82	29.25	30.68	32.11	33.54	34.97	36.40	37.83	39.26	40.69	42.12	43.55	44.98	46.41	47.84	49.27	50.70	52.13	53.56	54.99	56.42	57.85	
WATER SYSTEM PROTECTION SPECIALIST I	18.86	19.88	20.90	21.92	22.94	23.96	24.98	25.99	27.01	28.03	29.05	30.07	31.09	32.11	33.13	34.15	35.17	36.19	37.21	38.23	39.25	40.27	41.29	42.31	43.33	44.35	
UTILITY MAINTENANCE WORKER II	20.30	21.52	22.74	23.96	25.18	26.40	27.62	28.84	30.06	31.28	32.50	33.72	34.94	36.16	37.38	38.60	39.82	41.04	42.26	43.48	44.70	45.92	47.14	48.36	49.58	50.80	
METER SERVICE WORKER	18.55	19.63	20.71	21.79	22.87	23.94	25.02	26.10	27.18	28.26	29.34	30.42	31.50	32.58	33.66	34.74	35.82	36.90	37.98	39.06	40.14	41.22	42.30	43.38	44.46	45.54	
ENGINEERING ASSISTANT	20.49	21.63	22.77	23.91	25.05	26.19	27.33	28.47	29.61	30.75	31.89	33.03	34.17	35.31	36.45	37.59	38.73	39.87	41.01	42.15	43.29	44.43	45.57	46.71	47.85	48.99	

CITY COUNCIL AGENDA

ITEM NO. 4



**CITY OF NORTH PLATTE
STAFF SUMMARY REPORT
September 20, 2022**

AGENDA ITEM TITLE: **Two Interlocal Agreements for Maintenance of Roads**

SESSION TYPE:

- Consent Agenda
- Work Session
- Information Item
- Regular Business
- Other:

EXECUTIVE SUMMARY:

Authorize and approve the renewal of two interlocal agreements between the City of North Platte and Lincoln County for maintenance of roads.

PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:

These are ongoing interlocal agreements for the maintenance of certain roads by the city and county. The county roads that are maintained by the city are closely connected to the city's road system and those city roads that are maintained by the county are closely connected to the county's road system. The only change we have this year is removing Lakeview – A Street to Front Street. This is all new and the city will maintain.

Approve one year renewal between Lincoln County and the City of North Platte and authorize the Mayor to sign all documents for the City.

WHY THIS ITEM IS BEFORE THE COUNCIL:

The two annual interlocal agreements expire September 30, 2022.

ACTION REQUIRED AT THIS COUNCIL MEETING:

Pursuant to the North Platte Code of Ordinance §31.03. Authorize and approve the renewal of two interlocal agreements between the city and county for maintenance of roads.

PROPOSED MOTION:

“I move to authorize the approval of the renewal of the two interlocal agreements between the city and county for maintenance of roads and authorize the Mayor to execute all documents for the city.”

ADMINISTRATION'S RECOMMENDATION:

City Administrator recommends approval.

**INTERLOCAL AGREEMENT FOR
MAINTENANCE OF ROADS**

THIS INTERLOCAL AGREEMENT is made by The County of Lincoln, Nebraska, hereinafter referred to as "County" and The City of North Platte, Nebraska, hereinafter referred to as "City".

WHEREAS, the County desires to contract with the City for maintenance of certain roads, streets, and highways that are in the County's jurisdiction because the location of those certain roads, streets, and highways are more accessible to the City's Roads Department than the County's.

NOW, THEREFORE, in consideration of the foregoing and pursuant to the terms and conditions herein, the parties agree as follows:

1. DURATION: That this agreement shall be from October 1, 2022 to and including September 30, 2023.

2. PURPOSE: City shall grade, gravel, remove snow, and otherwise maintain the following-described roadways in the County's jurisdiction, to wit:

- A. East 10th Street – Roosevelt to Wilson;
- B. East 6th Street – 1900 to 2000 block;
- C. Webster - Rodeo Road to 16th Street;
- D. Vierya Road (NW part of City); and,
- E. Wilson Avenue – 10th Street to 12th Street
- F. South Buffalo Bill Avenue – Leota Street to State Farm Road

Notwithstanding the above, "Maintain" shall not include overlays, sealcoats or reconstruction.

3. CONSIDERATION: The County will pay the City \$1,733.00 per month for the above-said services.

4. FINANCING AND BUDGET: The service that the City is providing to the County is financed through the consideration that the City receives from the County. Further, the City shall establish and maintain the budget for management of the monies generated by this Agreement.

5. PROPERTY: City has complete authority to acquire, hold and dispose of any real and personal property it uses for maintaining the roads. Further, neither party shall acquire any interest in property of the other party by virtue of this Agreement. Notwithstanding the above, the City gives up all property interest in materials that it deposits on the aforementioned roadways for maintenance purposes.

6. ORGANIZATION: No separate legal or administrative entity is considered to be created by this Agreement and the Superintendent for the City Roads Department shall be responsible for all administrative responsibilities regarding maintenance of the above-stated roadways.

7. TERMINATION:

A. This agreement may be terminated by either party with ninety (90) days notice to the other. In the event of termination, City shall be entitled to retain only a pro rata portion of the consideration to the date of termination and the excess amount, if any, shall be returned to the County. Further, because this Interlocal Agreement is an agreement whereby the County receives services from the City, there is no other property to dispose of under this Agreement.

B. A partial termination of the Agreement can only be permissible if the parties can jointly agree to the terms of such partial termination.

8. COMPLETION OF AGREEMENT: This Agreement shall constitute the full agreement of the parties hereto and may not be modified orally.

9. CANCELLATION OF PREVIOUS AGREEMENT: The previous Agreement between the County and the City concerning the aforementioned roads terminates October 1, 2022.

CITY OF NORTH PLATTE, NEBRASKA

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

City Clerk

THE COUNTY OF LINCOLN, NEBRASKA

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

**INTERLOCAL AGREEMENT FOR
MAINTENANCE OF ROADS**

THIS INTERLOCAL AGREEMENT is made by the City of North Platte, Nebraska, hereinafter referred to as “City” and The County of Lincoln, Nebraska, hereinafter referred to as “County”.

WHEREAS, the City desires to contract with the County for maintenance of certain roads, streets, and highways that are in the City’s jurisdiction because the location of those certain roads, streets, and highways are more accessible to the County’s Roads Department than the City’s.

NOW, THEREFORE, in consideration of the foregoing and pursuant to the terms and conditions herein, the parties agree as follows:

1. DURATION: That this agreement shall be from October 1, 2022 to and including September 30, 2023.

2. PURPOSE: County shall grade, gravel, remove snow, and otherwise maintain the following-described roadways in the City’s jurisdiction, to wit:

- A. East State Farm Road
 - a. Highway 83 to Corporate Limits and
 - b. Corporate Limits East to Newberry;
- B. Hidden Lakes Road – State Farm Road North to Northerly I-80 ROW Line; and,
- C. Front Street – Buffalo Bill Avenue to West Corporate Limits.

Notwithstanding the above, “Maintain” shall not include overlays, sealcoats or reconstruction.

3. CONSIDERATION: The City will pay the County \$1,733.00 per month for the above-said services.

4. FINANCING AND BUDGET: The service that the County is providing to the City is financed through the consideration that the County receives from the City. Further, the County shall establish and maintain the budget for management of the monies generated by this Agreement.

5. PROPERTY: County has complete authority to acquire, hold and dispose of any real and personal property it uses for maintaining the roads. Further, neither party shall acquire any interest in property of the other party by virtue of this Agreement. Notwithstanding the above, the County gives up all property interest in materials that it deposits on the aforementioned roadways for maintenance purposes.

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CITY OF NORTH PLATTE, NEBRASKA

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

City Clerk

THE COUNTY OF LINCOLN, NEBRASKA

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

CITY COUNCIL AGENDA

ITEM NO. 5



**CITY OF NORTH PLATTE
STAFF SUMMARY REPORT
September 20, 2022**

AGENDA ITEM TITLE: Interlocal Agreements for Police Department, Steve Reeves, Chief of Police

SESSION TYPE:

- Consent Agenda
- Work Session
- Information Item
- Regular Business
- Other:

EXECUTIVE SUMMARY:

The North Platte Police Department provides law enforcement, fire and EMS dispatch services for Lincoln County and the City of Gothenburg. The agreements have been negotiated based on call volume and costs associated with shared law enforcement systems. The North Platte Police Department provides the North Platte Public Schools with a full-time School Resource Officer and a part-time School Resource Officer, and the North Platte Public School system reimburses the City of North Platte for 75% of the first officers wage and benefits and 50% of the second officers wage and benefits. In addition, there is a Memorandum of Understanding that North Platte Public Schools will pay overtime expenses incurred while performing in the capacity of the School Resource Officer.

PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:

These are annual agreements that expire September 30th each year.

WHY THIS ITEM IS BEFORE THE COUNCIL:

Pursuant to the North Platte Code of Ordinances §31.03 authorizes the Mayor to execute Interlocal Agreements.

ACTION REQUIRED AT THIS COUNCIL MEETING:

Authorize the Mayor to execute Interlocal Agreements with Lincoln County and the City of Gothenburg for Dispatch Services, and an Interlocal Agreement and Memorandum of Understanding with North Platte Public Schools to provide a School Resource Officer.

PROPOSED MOTION:

“I move to authorize the Mayor to execute Interlocal Agreements with Lincoln County and the City of Gothenburg for Dispatch Services, and an Interlocal Agreement and Memorandum of Understanding with North Platte Public Schools to provide a School Resource Officer.”

DISPATCH SERVICES AGREEMENT FOR 2022-2023

The County of Lincoln, Nebraska (hereinafter, the County) and the City of North Platte, Nebraska (hereinafter, the City) enter into this agreement upon the date of the last signature of the parties.

WITNESSETH:

WHEREAS, the County is requesting the police department for the City to handle all dispatch services for the County Sheriff's office; furthermore, the County is requesting the police department for the City to handle all teletype services of the County Sheriff's office; and

WHEREAS, the police department for the City has the manpower and equipment to handle the County Sheriff's dispatch service needs; furthermore, the police department for the City has the manpower and equipment to handle the County Sheriff's teletype service needs.

NOW, THEREFORE, the parties hereto agree to the following terms and conditions:

1. The City, by and through its police department, will provide the dispatch services for the County Sheriff's office.
2. The City, by and through its police department, will handle all of the County Sheriff's teletype services.
3. The County will pay the City \$15,760.00 per month, the first payment due October 1, 2022, with like payment due on the 1st day of each month thereafter during the term of this agreement, for the above-said services.
4. The County shall pay a portion of the annual maintenance and support fees due Motorola Solutions, Inc. for the maintenance and support of the City Computer Aided Dispatch System, in the amount of \$21,000.00, said amount to be paid by the County directly to the City, no later than August 31, 2023.

5. The County shall pay one half of the annual maintenance and support fees due NetMotion or an authorized reseller, for the maintenance and support of the City dispatch system, in the amount of \$2,675.00, said amount to be paid by the County directly to NetMotion or an authorized reseller no later than October 20, 2022. The City shall be responsible for payment of the remaining annual maintenance and support due NetMotion .

6. The County shall pay City \$33,736.87, on or before the 1st day of December, 2022 for equipment and upgrades necessitated by City's maintenance of the City's 911 Center, with like payment on or before the 1st day of December of each and every year thereafter this agreement is terminated pursuant to paragraph 7 of this agreement.

7. This agreement shall be effective October 1, 2022 and continue in full force and effect unless canceled by either party by giving written notice to the other of cancellation at least thirty (30) days in advance. For purposes of this paragraph, notice shall be sent to respective clerks of the parties, return receipt requested.

8. No separate legal or administrative entity is considered to be created by this agreement. City shall establish and maintain the budget for management of the monies generated by this agreement. Neither party shall acquire any interest in property of the other party by virtue of this agreement.

9. The Police Chief of the City of North Platte shall be responsible for all the administrative responsibilities regarding dispatch services.

10. The City of North Platte has complete authority to acquire, hold and dispose of any real and personal property it uses for providing dispatch services to the County. Further, all such property is considered the City's property, if this contract is terminated or not continued.

11. If the contract is terminated, the City of North Platte shall be entitled to retain only a pro rata portion of the consideration to the date of termination and the excess amount, if any, shall be returned to the County.

12. A partial termination of this agreement can only be permissible if the parties jointly agree to the terms of such partial termination. Further, if such partial termination took place, all property acquired regarding dispatch services is the City's property.

13. Choice of Law

It is the intention of the parties to this agreement that this agreement and the performance under this agreement, an all suits and special proceedings under this agreement, be construed in accordance with and under and pursuant to the laws of Nebraska and that, in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of Nebraska shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

14. Waiver

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

15. Modification

This agreement represents the entire agreement between the County and the City. No modification of this agreement is valid unless it is in writing and signed by the parties.

16. Parol Evidence Rule

There are not extraneous agreements or other understandings between the parties. The entire agreement is contained within the four corners of this document and any dispute to the meaning contained therein will be governed by this document.

17. The authorization for this agreement shall be under and by virtue of the power to do so granted by the Interlocal Cooperation Act, Sections 13-801 through 13-827, Revised Statutes of Nebraska.

DATED this _____ day of _____, 2022.

Lincoln County Commissioner

Lincoln County Commissioner

Lincoln County Commissioner

Lincoln County Commissioner

Lincoln County Commissioner

ATTEST:

Lincoln County Clerk

DATED this _____ day of _____, 2022.

Brandon Kelliher, Mayor
City of North Platte

ATTEST:

City Clerk

DISPATCH SERVICES AGREEMENT 2022-2023

The City of Gothenburg, Nebraska (hereinafter Gothenburg) and the City of North Platte, Nebraska (hereinafter, the City) enter into this agreement upon the date of the last signature of the parties.

WITNESSETH:

WHEREAS, Gothenburg is requesting the police department for the City to handle all dispatch services for the Gothenburg Police and Fire Departments; furthermore, Gothenburg is requesting the police department for the City to handle all teletype services of the Gothenburg Police and Fire Departments; and

WHEREAS, the police department for the City has the manpower and equipment to handle the Gothenburg Police and Fire Department dispatch service needs; furthermore, the police department for the City has the manpower and equipment to handle the Gothenburg Police and Fire Department teletype service needs.

NOW, THEREFORE, the parties hereto agree to the following terms and conditions:

1. The City, by and through its police department, will provide the dispatch services for the Gothenburg Police and Fire Departments.
2. The City, by and through its police department, will handle all of the Gothenburg Police and Fire Department teletype services.
3. Gothenburg will pay the City a monthly fee in the sum of \$3,250.00 for the above-said services as determined by the formula set forth in Attachment A to this Agreement.
4. The City of Gothenburg shall pay \$21,000.00 in fees due Motorola Solutions, Inc., for the maintenance and support of the Motorola flex CAD/RMS. Said amount to be paid by the City of Gothenburg directly to the City, no later than August 31, 2023.

5. This agreement shall be effective October 1, 2022 and continue in full force and effect unless canceled by either party by giving written notice to the other of cancellation at least three hundred sixty five (365) days in advance. For purposes of this paragraph, notice shall be sent to respective clerks of the parties, return receipt requested.

6. No separate legal or administrative entity is considered to be created by this agreement. City shall establish and maintain the budget for management of the monies generated by this agreement. Neither party shall acquire any interest in property of the other party by virtue of this agreement.

7. The Police Chief of the City of North Platte shall be responsible for all the administrative responsibilities regarding dispatch services.

8. The City of North Platte has complete authority to acquire, hold and dispose of any real and personal property it uses for providing dispatch services to the Gothenburg Police and Fire Departments. Further, all such property is considered the City's property, if this contract is terminated or not continued.

9. If the contract is terminated, the City of North Platte shall be entitled to retain only a pro rata portion of the consideration to the date of termination and the excess amount, if any, shall be returned to Gothenburg.

10. A partial termination of this agreement can only be permissible if the parties jointly agree to the terms of such partial termination. Further, if such partial termination took place, all property acquired regarding dispatch services is the City's property.

11. Gothenburg shall be responsible for procuring any and all equipment necessary to assimilate Gothenburg into City of North Platte dispatch. Notwithstanding any provisions herein to the contrary, said equipment shall be the property of Gothenburg and may be, at Gothenburg's

expense, removed by Gothenburg upon termination of this agreement, provided, that the removal does not materially affect the continued operations of North Platte dispatch.

12. The Police Chief of the City of Gothenburg shall be designated as the person responsible to resolve any and all issues with the Police Chief of the City of North Platte, and/or his or her designee. For the purposes of this section issues may be in regard to customer service, technical equipment required, or any other issue involving North Platte's provision of service to the City of Gothenburg.

13. Choice of Law

It is the intention of the parties to this agreement that this agreement and the performance under this agreement, an all suits and special proceedings under this agreement, be construed in accordance with and under and pursuant to the laws of Nebraska and that, in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of Nebraska shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any action or special proceeding may be instituted.

14. No Waiver

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

15. Modification

This agreement represents the entire agreement between Gothenburg and the City. No modification of this agreement is valid unless it is in writing and signed by the parties.

16. Parol Evidence Rule

There are not extraneous agreements or other understandings between the parties. The entire agreement is contained within the four corners of this document and any dispute to the meaning contained therein will be governed by this document.

17. The authorization for this agreement shall be under and by virtue of the power to do so granted by the Interlocal Cooperation Act, Sections 13-801 through 13-827, Revised Statutes of Nebraska.

DATED this ____ day of _____, 2022.

Mayor, City of Gothenburg

ATTEST:

Gothenburg City Clerk

DATED this ____ day of _____, 2022.

Brandon Kellier, Mayor
City of North Platte

ATTEST:

North Platte City Clerk

ATTACHMENT A

In order to provide continuity of costs on a yearly basis, the parties heretofore set out a funding agreement based on calls for service. It is also recognized that North Platte Dispatch has incremental costs in providing dispatch above and beyond their normal business operational costs. These incremental costs include items such as labor costs, benefits, etc. The following formula shall be used prior to each consecutive fiscal year of the customers of North Platte Police Department:

Lincoln County - Gothenburg:
Incremental Dispatching Budget Cost (IDBC): \$189,120

As set by North Platte for Oct. 1
 budget of each consecutive year.

Prior year July 1 to June 30		
Calls for Service		% of Calls for Service (%CFS)
Lincoln County	<u>10,952</u>	<u>82.5%</u>
Gothenburg	<u>2,327</u>	<u>17.5%</u>
Total Calls	13,279	100%

Gothenburg:
$$\frac{\$189,120 + \$33,736.87}{\text{IDBC} + 911 \text{ upgrade}} = \$222,856.87 \quad \text{TIMES} \quad 17.5\% \quad = \quad \frac{\$38,999.95}{\text{Total Costs}}$$

All Total Costs shall be divided by 12 and paid on a monthly basis.

E911 FUNDS:

1. In addition, each party to the agreement shall direct all E911 revenue to the City of North Platte to be used for eligible E911 expenses.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE NORTH PLATTE POLICE DEPARTMENT/THE CITY OF NORTH PLATTE AND
NORTH PLATTE PUBLIC SCHOOLS**

This Memorandum of Understanding ("MOU") is made and entered as of the date fully executed below, by and between the North Platte Police Department and the City of North Platte ("NPPD") and the Lincoln County School District 56-0001, also known as North Platte Public Schools ("School District").

WHEREAS, the School District and the NPPD share the goal of promoting school safety and a positive school climate;

WHEREAS, all parties acknowledge that crime prevention is most effective when the School District, NPPD, parents, behavioral health professionals, and the community are working in a positive and collaborative manner;

WHEREAS, the School District and the NPPD agree it is important to create a school environment in which conflicts are deescalated and students are provided developmentally appropriate and fair consequences for misbehavior that address the root causes of their misbehavior, while minimizing the loss of instruction time;

WHEREAS, the School District staff should generally not involve the NPPD's School Resource Officer(s) ("SRO"), in enforcement of the School District's discipline policies;

WHEREAS, the School District and NPPD recognize that student contact with (name of Law Enforcement Agency)'s SROs and the School District staff builds positive relationships leading to better student outcomes; and

WHEREAS, the School District and the NPPD agree that student discipline practices and referrals to the juvenile justice system need to be closely monitored for fair and equitable treatment for all School District students.

NOW, THEREFORE, the School District and the NPPD agree as follows:

Section 1. Employment of the School Resource Officer

1. NPPD agrees to employ and provide a full-time police officer to be assigned to the School District during the school year as an SRO pursuant to the terms of this MOU. It is clearly understood, acknowledged, and agreed to by the parties that the SRO is an employee of NPPD, subject to the administration, supervision, and control of NPPD. (See Appendix A for contract amount)
2. NPPD agrees to employ and provide a Part-time police officer to be assigned to the School District during the school year as an SRO pursuant to the terms of this MOU. It is clearly understood, acknowledged, and agreed to by the parties that the SRO is an employee of NPPD, subject to the administration, supervision, and control of NPPD. (See Appendix A for contract amount)
3. NPPD will furnish training, uniforms, equipment, and schedule of deployment required under Nebraska law or that is needed for the operation of this MOU. The School District shall coordinate with NPPD to also provide the SRO with applicable training, supplies, and equipment needed for the operation of this MOU.

4. The SRO shall be subject to all personnel policies and practices of NPPD, except as such policies or practices may be modified by the terms and conditions of this MOU.
5. NPPD, in its sole discretion, shall have the power and authority to hire, replace and rotate, discharge, and discipline the SRO.
6. As an employee of NPPD, the SRO will be subject to the chain of command of NPPD's Police Department.
7. If the School District Superintendent is dissatisfied with the SRO who has been assigned to the school, then the School District Superintendent may request that NPPD assign a different law enforcement officer as the SRO for the school. Unless the nature of the concerns warrants immediate replacement, such a request should normally occur after the Superintendent has met with NPPD's _Chief of Police_ to discuss concerns and allow a reasonable amount of time for NPPD to remediate the issues. If mutually agreed by NPPD and School District, NPPD shall assign a new SRO to the school. NPPD reserves the right to remove/re-assign any SRO along with notification given to the Superintendent and the school board.

Section 2. Term

This MOU shall begin September 01, 2022 and end August 31, 2022. This MOU may be renewed for additional one year periods upon mutual written agreement of the Parties.

Section 3. Contact Persons

The principal(s) at each participating school building shall be the School District's on-site contact person for any SRO assigned to that school building. In addition, the SRO Program liaison for the School District shall be the Superintendent, and for the NPPD shall be the Chief of Police.

Section 4. School Discipline and Law Enforcement Program Goals

The parties seek to:

1. Create a common understanding that (a) school administrators and teachers are ultimately responsible for school discipline and culture; (b) SROs should not be involved in the enforcement of school rules; and (c) a clear delineation of the roles and responsibilities of SROs as to student discipline is essential, and should include a regular review by all stakeholders;
2. Minimize student discipline issues so they do not become school-based to the juvenile justice system;
3. Promote effectiveness and accountability;
4. Provide training as available and appropriate to SROs and School District staff on effective strategies to work with students that align with program goals;
5. Employ accepted industry standards so that all students are treated impartially and without bias by NPPD's SROs and the policies of NPPD, and also by the School District staff in alignment with rules and procedures applicable to the School District's equity policies; and
6. Utilize accepted industry standards for training and oversight with the goal of reducing any existing disproportionality

Section 5. Roles and Responsibilities regarding School Discipline

1. Disciplining students is the responsibility and authority of the School District. Law enforcement is the responsibility of NPPD. The School District and NPPD shall follow the principles in this MOU regarding the division between school discipline and law enforcement.
2. NPPD can provide assistance when: (a) required by law under NEB. REV. STAT. §§ 79-262 and 79-293 or other state or City/County/Security Agency law; (b) there is a threat to the safety of students, teachers, or public safety personnel; (c) to assist with victims of crime, missing persons, and persons in mental health crisis; (d) in an attempt to prevent criminal activity from occurring; (e) it is required as part of emergency management response; or (f) it is required or allowed by this MOU.
3. The SRO and school administrators will coordinate to differentiate between school disciplinary issues (school administrator responsibility) and criminal issues (SRO responsibility) and respond appropriately, deescalating school-based incidents whenever possible. Student suicide threats wherein the student and possibly others may be placed at risk should be handled expeditiously and coordinated between the SRO and school administrators to determine the best course of action in which to address the situation.
4. The SRO should not act as a school disciplinarian. The School District staff should not involve the SRO in disputes that are related to issues of school discipline. However, the SRO may serve as a complement to school staff, provide education, or act in the role of a mentor, counselor, or trusted adult as herein provided. The SRO will be involved in school discipline when it pertains to certain criminal matters and preventing a disruption that would, if ignored, place students, school personnel, and others at risk of harm, so the SRO will resolve the problem to preserve the safe school climate. In all other cases, disciplining students for policy violations is a school responsibility. In those situations, the SRO may, if appropriate under the circumstances, take students who violate School District conduct policies to the administration offices for discipline to be administered by school administrators.
5. The SRO shall confer with school administrators for student offenses that constitute a minor violation of the law. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO.
6. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO.
7. The SRO should not interview students or collect evidence for solely School District disciplinary purposes.
8. The NPPD policy that addresses when a parent or guardian will be notified or present, if a student is subjected to questioning or interrogation by a School Resource Officer or other employee of NPPD is SRO. The School District's policy that addresses when a parent or guardian will be notified or present if a student is subjected to questioning or interrogation by a school official or by an SRO in conjunction with a school official is Policy 3055 Investigations, Arrests, and Other Student Contact by Law Enforcement and Health and Human Services. The

- School District will make this information available to all parents or guardians in a language that such parent or guardian understands.
9. The NPPD policy that addresses under what circumstances a student will be advised of constitutional rights prior to being questioned or interrogated by an SRO or other employee of NPPD is 5022. The School District policy or regulation addressing students being advised of constitutional rights prior to being question or interrogated by a school official or by a SRO in conjunction with a school official is Policy 3055 – School Resource Officers.
 10. The School District policy required by NEB. REV. STAT. § 79-262 that addresses the type or category of student conduct or actions that will be referred to law enforcement for prosecution and the type of student conduct or actions that will be resolved as a disciplinary matter by a school official and not subject to referral to law enforcement is Policy 5035 – Student Discipline.
 11. NPPD shall keep records on each student referral by an SRO for prosecution in response to an incident occurring at school, on school grounds, or at a school-sponsored event and ensure that such records allow for analysis of related data and delineate: (a) The reason for such referral; and (b) Federally identified demographic characteristics of such student.
 12. School Resource Officers of NPPD will maintain confidentiality of all matters regarding the School District, staff, and student information as required by law or applicable policy.

Section 6. Duties of the School Resource Officer

1. The purpose of the SRO is to provide for and maintain a safe, healthy, and productive learning environment, emphasizing the use of restorative approaches to address negative behavior, while acting as a positive role model for students by working in a cooperative, proactive, problem-solving manner between NPPD and the School District.
2. The SRO must build relationships, enhance community-policing activities, identify safety concerns within the schools, develop problem solving strategies with school administrators and staff, and collaboratively develop a comprehensive school safety plan with school administrators and staff.
3. The SRO shall attend and participate in applicable school meetings and to communicate and coordinate with the school principals, superintendent, and other appropriate school personnel concerning the needs of the school and its students.
4. In coordination with school administrators, the SRO may provide presentations to the school in safety, crime prevention, bullying, sexting, digital citizenship, etc., and may also provide additional services to the school if requested.
5. NPPD and the SRO will work closely with School District officials to improve the social and behavioral skills of students in order to maximize their ability to achieve academically and become successful, contributing citizens. Issues to be addressed may include substance abuse, violence reduction, social skills, problem-solving skills, and other areas of School District and community concern.
6. NPPD and School District understand that the SRO may use measures to secure school property as followed through established protocols of NPPD's Police Department and the School District in the event of an emergency situation that requires the activation of emergency response procedures (i.e., critical incident protocols such as "lock down" and "lock out").

7. The SRO will be a visible, active law enforcement figure dealing with the school's law enforcement matters at school and at school activities and events.
8. The SRO shall initiate positive interaction with students in the classroom and general areas of the school campus to promote the profession of police officers and be a positive role model, while increasing the visibility and accessibility of police to the school community.
9. The SRO will share information with the school's administrators about persons and conditions pertaining to school campus safety concerns to the extent allowed by law and NPPD's Police Department policies.
10. The SRO may assist with resolving law enforcement issues that affect the students, the school, the School District, or the broader community. However, matters that are not of a significant or urgent nature or do not directly relate to the students, the school, the School District, or to issues concerning child abuse or neglect, but only concern the broader community, should first be coordinated between school administration and law enforcement before being conducted at the school in order to minimize the effect on student education and the school environment. Outside law enforcement agencies shall first coordinate with school administration.
11. The SRO shall notify school administration upon removing a student from the school campus.
12. The SRO shall notify a parent as soon as possible when minor students are issued a criminal citation or arrested.
13. If a student arrest is warranted, the SRO shall use the least disruptive and the least obtrusive manner reasonably available to conduct the arrest of the student. The SRO should be accompanied by a school principal or Director of Student Services, if available, when arresting a student unless exigent circumstances require otherwise for the safety of the student, the SRO, and/or others.
14. The SRO shall not use physical force or restraints on a student, including handcuffs, Tasers, mace, or other physical or chemical restraints unless a student's actions pose a threat or they are subject to arrest.
15. The SRO shall question students in a manner and a time when it has the least impact on the student's education so long as the delay in questioning does not interfere with the effectiveness of an investigation, the disappearance or unavailability of a criminal suspect or evidence, or risk public safety or significant damage to property.
16. The SRO shall become familiar with School District's student conduct and discipline policies.
17. NPPD and School District may coordinate and jointly fund other beneficial training opportunities for the SRO and school administrators.

Section 7. Duties of School Administrators

1. School administrators shall provide the NPPD with appropriate school administrator names and contact information to facilitate communication.
2. School administrators shall provide an office/storage or workspace for the SRO's materials and personal effects.
3. School administrators shall provide a classroom, equipment, and supplies for classes or other training as discussed in this MOU provided by the SRO, if any.

4. School administrators will arrange meetings with the SRO as needed by the school administration.
5. School Administrators and the SRO will coordinate to differentiate between school disciplinary issues (school administrator responsibility) and criminal issues (SRO responsibility) and respond appropriately, deescalating school-based incidents whenever possible. Student suicide threats wherein the student and possibly others may be placed at risk should be handled expeditiously and coordinated between the SRO and school administrators to determine the best course of action in which to address the situation.
6. School administrators shall confer with the SRO for student offenses that constitute a minor violation of the law. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO.
7. School administrators shall confer with the SRO on issues that do not involve a real and immediate threat to persons or to the public safety, such as public order offenses, including disorderly conduct, disturbance/disruption of schools or public assembly, trespass, loitering, and fighting that does not involve physical injury or a weapon. After consultation, a determination will be made as to whether such matters will be best handled by school administration or the SRO.
8. School administrators will make an effort to handle routine student conduct and disciplinary matters without involving the SRO in a law enforcement capacity, unless it is absolutely necessary or required by law.
9. School administrators will facilitate SRO-initiated investigations and actions.
10. School administrators will provide ongoing feedback to the NPPD for SRO evaluation purposes.
11. School administrators should notify the SRO responding to a school-based infraction if any student involved has a disability with an accompanying Individualized Education Program ("IEP"), Section 504 Plan, or Health Care Plan, and who therefore may require special treatment or accommodations to the extent such notice is permitted by law.
12. The School District acknowledges that the SRO is required by NPPD policies and procedures to attend mandatory trainings and/or meetings.
13. If applicable and deemed necessary, school administrators will provide opportunities for the SRO and school administration to meet with parents and community members during the school year.
14. NPPD and School District may coordinate and jointly fund and provide other beneficial training opportunities for the SRO and school administrators.

Section 8. Student Rights

SRO Search and Seizure

1. The SRO may conduct or participate in a search of a student's person, school locker, personal belongings, electronic devices, or vehicle only where there is "probable cause" to believe that the search will turn up evidence that the student has committed or is committing a criminal offense.
2. It is recommended that in addition to having probable cause, the SRO should follow state and federal law and the NPPD policies and procedures when conducting searches of persons and property which may require a search warrant.

3. The SRO shall not ask school administrators to search a student's person, school locker, personal belongings, electronic devices, or vehicle in an effort to circumvent the student's legal rights and protections.

School Administrators Search and Seizure

1. A school administrator may conduct a search of a student's person, personal belongings, electronic devices, or vehicle in accordance with the "reasonable suspicion" legal standards.
2. Absent a real and immediate threat to any person or to the public safety, a school administrator shall not ask the SRO to be present or participate in a search when no probable cause has been established.
3. Strip searches of students by school administrators are prohibited.

Student Questioning

1. SRO. The SRO may question a student as provided in School District policy 3055 - School Resource Officers and/or 5022 - Investigations, Arrests, and Other Student Contact by Law Enforcement and Health and Human Services.
2. School Administrators - Student Interviews and Questioning. School administrators are free to communicate, interview, and question students for any academic and non-academic matters, including, but not limited to, issues relating to school and student safety, policy compliance and violations, student discipline, etc.

Access to Education Records

1. School administrators shall allow the SRO to inspect and copy any public records, including student "directory information," maintained by the school to the extent allowed by state and federal law and School District policy.
2. If some information in a student's educational record is needed in an emergency to protect the health or safety of the student or others, school administrators shall disclose to the SRO the information that is needed to respond to the emergency situation based on: (i) the seriousness of the threat to the health or safety of an individual; (ii) the need of the information to meet the emergency situation; and (iii) the extent to which time is of the essence.
3. If the SRO needs confidential student educational record information, but no emergency situation exists, the information may be disclosed only as allowed by applicable state and federal law.
4. Notwithstanding any provision to the contrary within this Agreement, the Parties shall fully comply with the requirements of NEB. REV. STAT. § 79-2,104 or any other state or federal law or regulation, including Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and its implementing regulations (34 C.F.R. Part 99), regarding the confidentiality of student information and records. All NPPD requests for student records made to the School District shall be in compliance with this provision. NPPD represents, warrants, and agrees that it will: (1) hold the student records in strict confidence and will not use or disclose student records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the School District in writing. At the request of the School District, NPPD agrees to provide the School District with a written report of the student records and information disclosed to third parties. A breach of these confidentiality requirements shall constitute grounds for the immediate termination of this MOU.

Section 9. Training

1. Within six months of being assigned as SROs to the School District, each SRO shall have completed a minimum of twenty hours of training focused on school-based law enforcement, including but not limited to, coursework focused on school law, student rights, understanding special needs of students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings. Assignments as an SRO that do not meet the definition of "school resource officer" found at NEB. REV. STAT. § 79-2702 are not subject to the requirements of this MOU, but the use of such assignments should not be used to circumvent the training requirements set forth in in this paragraph.
2. Within six months of an SRO being assigned to a school building, a minimum of one administrator in each elementary and secondary school building will have completed a minimum of twenty hours of training, excluding previous college coursework, focused on school-based law enforcement, including, but not limited to course work focused on school law, student rights, understanding special needs of students and students with disabilities, conflict de-escalation techniques, ethics,

teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, restorative justice, and preventing violence in school settings.

Section 10. Program Review

1. The NPPD student and parent complaint process or policy to express a concern or file a complaint about an SRO and the practice of the SRO with the NPPD is 3055. The School District's student and parent complaint policy to express a concern or file a complaint about an SRO and the practice of the SRO with the NPPD is Policy 3055.
2. The School District, in collaboration with the NPPD, shall conduct an annual review of the program and shall: (a) make modifications as necessary to accomplish stated program goals; and (b) create a report of the review to be provided to both parties and, to the extent permitted by law, made available online. The parties will establish an evaluation process, to include community stakeholders, as part of the regular review of program goals and relevant data, including the specific measures, data points, and metrics included in the report. The first of the annual report will be for the first full school year following the formation of this MOU.

Section 11. Community Partnerships

The School District and NPPD shall continue to collaborate with community and governmental agencies to further program goals, support strategies to divert students from the criminal justice system, and access additional support services for students.

Section 12. Payment

The district will support the first SRO at 75% of their total compensation and 50% of the Second SRO compensation. NPPD shall invoice the School District for SRO services rendered under this MOU in Two installments with the first invoice being delivered in October, 2022 after the City Council approves the contract. The second payment, with the final invoice will be in March, 2023. NPPD shall make appropriate pro rata reductions in the amount invoiced during any month in which circumstances reduced the amount of SRO services provided by NPPD. The School District shall make payment for SRO services within thirty (30) days of its receipt of an invoice from NPPD.

Section 13. Inspection of Records

NPPD shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the School District under this MOU. All records relating to the SRO Program, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and/or reproduction, during normal working hours, by the School District's agent or its authorized representative to permit the School District to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this MOU and to evaluate, analyze, and verify any and all invoices, billings, payments, and/or claims submitted by NPPD pursuant to this MOU.

Section 14. Body-Worn Cameras (BWCs)

All parties agree that any use of BWCs by SROs must be subject to and in compliance with federal, state, and local laws and regulations regarding their use and operation. NPPD shall use its best efforts to notify the School District at least two weeks before its officers assigned to the School District are to begin use of BWCs, and it will provide written information and training to the building principals and superintendent of the schools in which the officers may enter. Training shall include the objectives and procedures for the use of BWCs in public and in schools. Every SRO equipped with a BWC shall be trained in the operation of the equipment prior to its use. To maximize the effectiveness of the BWC and the integrity of the video documentation, SROs shall adhere to the objectives and procedures outlined in this MOU and NPPD's general operations orders or similar policies or procedures when they utilize BWCs. NPPD may, if not otherwise prohibited by law, provide to the School District copies of any such filming of students, parents, employees, or others upon school property, upon request for such copies by the School District, as a law enforcement record. In the event that NPPD receives advice that providing a copy of such video is prohibited, NPPD agrees to utilize its best efforts to facilitate the availability of its officer(s) that made the video to testify, upon request by the School District, in any school disciplinary hearing concerning his/her/their knowledge of the facts and circumstances of the videoed incident. Any such film or video taken by, and kept in the possession of NPPD may be considered law enforcement records under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. sec. 1232g and 34 C.F.R. Sec. 99.8. Any copy of such film or video, if permitted by law to be provided to the School District, may become an educational record of the District. NPPD's officers shall at all times recognize and comply with the confidentiality of student and education records and may only seek such records in accordance with the requirements of School District policy and state and federal law.

Section 15. Nondiscrimination

The Parties shall not discriminate against any employee or applicant who is to be employed for performance of this MOU with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

Section 16. Employment Eligibility Verification

The Parties shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this MOU, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Section 17. Termination

Either party may terminate this MOU for any or no reason and at any time by giving the other party at least (30) days prior written notice of the same. Any joint funds or property in possession of the Parties as a result of this MOU shall be divided and distributed to the party that contributed it or funded its purchases.

Section 18. Appropriation of Funds

The Parties' obligations under this MOU are expressly subject to the appropriation of funds by the School District's Board of Education and NPPD's governing authority. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the obligations under this MOU, the parties may terminate this MOU.

Section 19. Default

A party shall be in default under this MOU if it breaches, defaults on or otherwise fails to perform or satisfy any agreement, obligation, term, covenant, condition or provision set forth herein or arising hereunder, and such breach, default or failure to perform continues for a period of thirty (30) days after the party receives written notice of such breach or failure to perform from the other party; or, if such breach cannot reasonably be cured within such 30-day period, and the breaching party fails to commence to cure such breach within such thirty (30) days after notice from the non-breaching party or fails to proceed diligently to cure such breach within a reasonable time thereafter. Upon default by a party, the remaining parties may pursue any remedy provided by law.

Section 20. Liability Insurance

Each party shall obtain and pay for its own liability insurance coverage for their participation in this MOU. The minimum coverage under such insurance shall be \$1,000,000 for one accident and \$5,000,000 in the aggregate.

Section 21. Notice

Each Party giving any Notice ("Notice") under this MOU must give written Notice by personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or electronic mail to the School District's superintendent at the e-mail address on file with the Nebraska Department of Education and to NPPD at trhodes@nppsd.org. Notice is effective only if the party giving the Notice has complied with this section.

Section 22. Indemnification

To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act or constitutional provision, each party agrees to indemnify, defend, and hold harmless the other party from and against any loss, cost, or damage of any kind (including reasonable outside attorneys' fees) to the extent arising out of its breach of this Agreement, and/or its negligence or willful misconduct.

Section 23. No Third-Party Beneficiaries

This MOU does not and is not intended to confer any rights or remedies upon any person other than the Parties.

Section 24. Independent Contractor

The Parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party nor its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. NPPD shall at all times be responsible for all aspects of the employment, control, and direction of SROs assigned under this MOU. Nothing within this MOU is intended to create an agency or employment relationship between the School District and any officer assigned by NPPD to participate in the SRO Program. All compensation, wages, salaries, benefits and other emoluments of employment payable to the SROs shall be the sole responsibility of NPPD. No right to School District retirement, leave benefits, or any other benefits of School District employees shall exist as a result of the performance of any duties or responsibilities under this MOU. The School District shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds, or insurance for NPPD's officers, employees, agents, subcontractors, or assignees.

Section 25. Amendments and Modifications

The Parties may amend or modify this MOU only by a signed, written unanimous agreement that identifies itself as an amendment or modification to this MOU. No other alterations in the terms of this agreement shall be valid or binding.

Section 26. Severability

If any provision of this MOU is determined to be unenforceable, the remaining provisions of this MOU remain in full force, if the essential terms and conditions of this MOU for each party remain enforceable.

Section 27. Counterparts

The Parties may execute this MOU in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this MOU in the presence of the other Parties to this MOU. This MOU is effective upon delivery of one executed counterpart from each party to the other party. In proving this MOU, a party must produce or account only for the executed counterpart of the party to be charged.

Section 28. Assignment

The Parties shall not assign or otherwise dispose of this MOU or any duty, right, or responsibility contemplated in this MOU to any other person or entity without the previous written consent of the other Parties.

Section 29. Publication and Posting

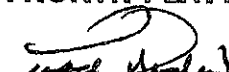
Within three months of the adoption of this MOU, the School District's Superintendent

shall provide a copy of it to the Nebraska Department of Education and post it on the School District's website. If any change is made to this MOU, the School District's Superintendent shall provide an updated copy of the MOU to the Nebraska Department of Education and post a copy on the School District's website no later than January 1st of the following year.

Section 30. Entire MOU

The MOU is the complete and exclusive expression of the Parties' agreement on the matters contained in this MOU. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this MOU are expressly merged into and superseded by this MOU.

**LINCOLN COUNTY SCHOOL DISTRICT 56-0001,
A/K/A NORTH PLATTE PUBLIC SCHOOLS**

By: 
Name: Todd Rhodes
Title: Superintendent of Schools
Date: 5-9-2022

**NORTH PLATTE POLICE DEPARTMENT/
CITY OF NORTH PLATTE**

By: _____
Name: Brandon Kelliber
Title: Mayor
Date: _____

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN
THE NORTH PLATTE POLICE DEPARTMENT/THE CITY OF NORTH PLATTE AND
NORTH PLATTE PUBLIC SCHOOLS**

This Addendum to Memorandum of Understanding ("Addendum") is made and entered as of the date fully executed below, by and between the North Platte Police Department ("NPPD") and the City of North Platte ("City") and the Lincoln County School District 56-0001, also known as North Platte Public Schools ("School District").

WHEREAS, NPPD and the School District entered into a Memorandum of Understanding ("MOU") as approved by the School District on May 9, 2022

WHEREAS, the City and NPPS have entered into an Interlocal Cooperative Agreement Relating to School Resource Officer for the school year 2022-2023; and

WHEREAS, all parties desire to clarify certain terms relating to the time worked by the school resource officer (SRO), rates of pay, and any overtime pay which may be due as a result of the SRO's duties.

WHEREAS, the Parties hereby agree to the following changes or additions to the MOU by this signed, written unanimous agreement as permitted under Section 25. Amendments and Modifications.

NOW THEREFORE, Section 2 has a scrivener's error that misstates the duration of the term. The MOU shall hereafter read as follows:

Section 2. Term

This MOU shall begin September 1, 2022 and end August 31, 2023.

This MOU may be renewed for additional one year periods upon mutual written agreement of the Parties.

NOW THEREFORE, Section 12 shall be clarified to include the amount of the payments for the two contracted SROs, the expectations of hours and activities, and the treatment of overtime work and overtime pay. This addition has been discussed and agreed to between the Parties, and is memorialized herein in writing. Section 12. Shall hereafter read as follows:

Section 12. Payment

1. This district will support the first SRO at 75% of their total

compensation and 50% of the Second SRO compensation. The district's support for the first SRO at 75% of their total compensation will be the agreed amount of \$84,000.00 and the second SRO at 50% of their total compensation will be the agreed amount of \$66,000.00. NPPD shall invoice the School District for the SRO services rendered under this MOU in Two installments with first invoice being delivered in October, 2022 after the City Council approves the contract. The second payment, with the final invoice will be in March, 2023. NPPD shall make appropriate pro rata reductions in the amount invoiced during any month in which circumstances reduced the amount of SRO services provided by NPPD. The School District shall make payment for SRO services within thirty (30) days of its receipt of an invoice from NPPD.

2. The SROs will work the hours and activities as requested by the School District subject to the availability of the SROs for any of such assignments.
3. In the event that as a result of the hours the SROs are requested to work any overtime is accrued, then (1) the City will on a monthly basis, send a statement to the School District indicating the extra time and hours that the SROs have spent on behalf of the School District and (2) the School District will pay such overtime as soon as it is approved and authorized by the School Board.

NOW THEREFORE, all other terms of the MOU shall apply to and have full force and effect upon the Addendum.

This Addendum has been reviewed by both the representatives of the NPPD/ City and the School District and is an attachment to the SRO Agreement that was signed by the NPPD/City and the School District and is an integral part of that agreement. To further show the commitment, this Addendum shall be signed and dated by the representative of the NPPD/City and the School District.

SIGNATURES ON FOLLOWING PAGE

CITY COUNCIL AGENDA

ITEM NO. 6



**CITY OF NORTH PLATTE
STAFF SUMMARY REPORT
September 20, 2022**

AGENDA ITEM TITLE: Ordinance No. 4101 amending Section 116.17 of the North Platte Code of Ordinances relating to hours of sale of alcoholic beverages on Sundays.

SESSION TYPE:

- Consent Agenda
- Work Session
- Information Item
- Regular Business
- Other:

EXECUTIVE SUMMARY:

Members of the Food and Beverage service community of North Platte have requested that the allowable hours for the sale of alcoholic beverages be changed to allow sales on Sunday to be the same as the rest of the week.

This Ordinance will go into effect 15 days from the date of passage.

PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:

Ordinance No. 3160 passed 2-17-1998 due to changes in Nebraska Statute RS 53-179 regarding hours of sale for alcoholic beverages.

WHY THIS ITEM IS BEFORE THE COUNCIL:

Pursuant to State Statute RS 53-179 the City Council can set hours of sale for alcoholic beverages with-in the limits set by State Statute.

ACTION REQUIRED AT THIS COUNCIL MEETING:

Take appropriate action on the corresponding Ordinance.

PROPOSED MOTION:

"I move to approve Ordinance No. 4101, an Ordinance amending Section 116.17 of the North Platte City Code of Ordinances relating to hours of sale for alcoholic beverages on Sundays."

SUPPORTING DOCUMENTS: Letter from members of the Food and Beverage service community; Ordinance No. 4101

August 18, 2022

COPY

The Honorable Brandon Kelliher
Mayor of North Platte, Nebraska
211 West 3rd Street
North Platte, NE 69101

RE: Ordinance Chapter 116 § 116.17

Dear Mayor Kelliher,

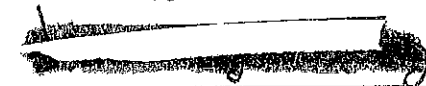
On behalf of the food and beverage service community of North Platte, we would ask for your consideration of allowing the City Council an opportunity to alter the ordinance or ordinances, as applicable, which prevent the sale of alcoholic beverages prior to Noon on Sundays within the City of North Platte. Our request is in the spirit of good business and community practices. This request is not intended to create any negative impacts on the community or its citizens. Here are the reasons for this request:

- Our businesses are currently unable to host Sunday brunch type events and offerings with a similar offering to many other communities. Across the USA, it is very common for restaurants to offer Sunday Breakfast or Brunch events with specialty brunch style drinks and cocktails. The items are good generators of revenues and increase tips for servers with larger average tickets.
- Competitors to our businesses who are located just outside the City limits have an unfair ability to offer Sunday brunch style events and offerings.
- It is common for alcoholic beverages to be sold at golf tournaments. The courses outside of our City limits have an advantage in generating revenues prior to noon on Sunday that our course within City limits does not have.
- The sales of alcoholic beverages align with our customer's freedom for personal choice, within the local laws, and generate sales tax revenues for the City of North Platte.
- Confusion is created with customers, employees and suppliers by having differing rules on one day of the week vs other days. This is especially confusing to visitors of our community.
- This limitation on revenues may prevent growth of breakfast/brunch providers.

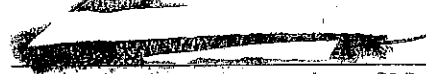
- Breakfast/Brunch events, specialty food/drink offerings, golf/sports tournaments and other events of this nature can create community energy, gatherings and good will.
- Tourism is a significant part of the North Platte economy. We believe we will have an ability to slightly increase average revenue per tourist with an ability to sell alcoholic beverages on Sunday mornings, resulting on positive impact for the North Platte economy.

We deeply appreciate your consideration on this matter and your leadership of our Community. We have been in communications with City Council Ward 2 representative Ty Lucas on this issue. So, please feel welcome to converse with Councilman Lucas or contact any of us individually if you have any questions about our request.

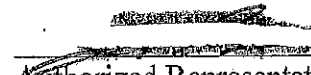
Sincerely,



 Brandon Raby
 Authorized Representative of The Espresso Shop by Caravan, 408 North Chestnut

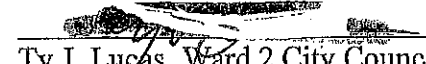

 Julie Kreutzer
 Authorized Representative of The Cedar Room, 505 N. Dewey Street


 Rex W Hansen
 Authorized Representative of North 40 Chophouse, 520 N. Jeffers Street

Authorized Representative of Another Round / River's Edge Golf Course, 1008 W. 18th Street


 Lonnie Parsons
 Authorized Representative of Brigham's Taproom, 1100 S. Jeffers Street


 Daniel Neff
 Authorized Representative of Peg Leg Brewing Company, 2519 Halligan Drive
 + Capone's Bar & Grill


 Ty J. Lucas, Ward 2 City Councilman

- Breakfast/Brunch events, specialty food/drink offerings, golf/sports tournaments and other events of this nature can create community energy, gatherings and good will.
- Tourism is a significant part of the North Platte economy. We believe we will have an ability to slightly increase average revenue per tourist with an ability to sell alcoholic beverages on Sunday mornings, resulting on positive impact for the North Platte economy.

We deeply appreciate your consideration on this matter and your leadership of our Community. We have been in communications with City Council Ward 2 representative Ty Lucas on this issue. So, please feel welcome to converse with Councilman Lucas or contact any of us individually if you have any questions about our request.

Sincerely,

Authorized Representative of The Espresso Shop by Caravan, 408 North Chestnut

Authorized Representative of The Cedar Room, 505 N. Dewey Street

Authorized Representative of North 40 Chophouse, 520 N. Jeffers Street

~~Authorized Representative of Another Round / River's Edge Golf Course, 1008 W. 18th Street~~ GM,

Authorized Representative of Brigham's Taproom, 1100 S. Jeffers Street

Authorized Representative of Peg Leg Brewing Company, 2519 Halligan Drive

Ty J. Lucas, Ward 2 City Councilman

ORDINANCE NO. 4101

AN ORDINANCE TO AMEND CHAPTER 116, TITLE XI, SECTION 17 OF THE NORTH PLATTE CITY CODE OF ORDINANCES TO PROVIDE ADDITIONAL TIME TO SELL ALCOHOLIC BEVERAGES ON SUNDAYS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE EFFECTIVE DATE AND PUBLICATION THEREOF.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF NORTH PLATTE, LINCOLN COUNTY, NEBRASKA:

That Chapter 116, Title XI, Section 17, of the North Platte City Code shall be amended to read as follows:

§ 116.17 HOURS OF SALE.

(A) It shall be unlawful for any licensed person or his or her agent to sell any alcoholic beverages within the city except during the following hours:

- (1) Secular days: 8:00 a.m. to 1:00 a.m.
- (2) Sundays: 8:00 a.m. to 1:00 a.m.

(B) No person shall consume any alcoholic beverages on licensed premises for a period of time longer than 15 minutes after the time fixed in this section for stopping the sale of alcoholic beverages on the premises.

(C) Nothing in this section shall be construed to prohibit licensed premises from being open for other business on days and hours during which the sale or dispensing of alcoholic liquor is prohibited by this section.

PASSED AND APPROVED THIS ____ DAY OF _____, 2022.

ATTEST:

City Clerk

Mayor

(SEAL)

CITY COUNCIL AGENDA

ITEM NO. 7



CITY OF NORTH PLATTE STAFF SUMMARY REPORT September 20, 2022

AGENDA ITEM TITLE: Ordinance No. 4100 Alley Vacation, Judy Clark, Planning Administrator

SESSION TYPE:

- Consent Agenda
- Work Session
- Information Item
- Regular Business
- Other:

EXECUTIVE SUMMARY:

Request to vacate a 16' alley between 1218 N. Ash Street and 505 Rodeo Road running east and west from Ash and a request to vacate a 12' alley on the west side of 1218 N. Ash Street running north and south, more particularly, the alley on the south side of Lot 3 McEachron's Subdivision, North Platte, Nebraska and the north side of Zeller 2nd Administrative Subdivision North Platte, Nebraska and the alley on the west side of Lots 1-3 McEachron's Subdivision North Platte, Nebraska and the east side of Lot 2 Block 12 E.D. Mae Replat, North Platte, Nebraska.

A location map of the alleys to be vacated is attached.

The applicant is requesting the alley vacation to allow future reconfiguration of the lots and possible fence installation.

The city has a sewer line located in both alleys and will retain both utility easements.

Planning Staff has no objections to the requested alley vacations providing 16' and 12' are retained as utility easements in place of the alleys.

On August 30, 2022, the City of North Platte Planning Commission unanimously recommended approval to vacate a 16' alley between 1218 N. Ash Street and 505 Rodeo Road running east and west from Ash and a request to vacate a 12' alley on the west side of 1218 N Ash Street running north and south and retaining utility easements.

PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:

- September 6, 2022 – Council held public hearing and approved Ord No. 4100 on first reading

WHY THIS ITEM IS BEFORE THE COUNCIL:

North Platte City Code of Ordinances §155.002 provides for the orderly development of the city and its 2-mile jurisdiction by insuring, through prescribed rules and standards, functional arrangements of street layouts, open spaces, adequate community facilities and utilities; to provide for the general conditions favorable for the health, safety and convenience of the community; and to provide for the citizens by promoting new ideas an 8 6

effective, efficient and attractive community design. The City Council may, after a recommendation from the Planning Commission and public hearings, authorize vacation of a designated street or alley.

ACTION REQUIRED AT THIS COUNCIL MEETING:

Consider action on recommendation by the North Platte Planning Commission for approval of Ordinance No. 4100 vacating a 16' alley between 1218 N. Ash Street and 505 Rodeo Road running east and west from Ash and a request to vacate a 12' alley on the west side of 1218 N. Ash Street running north and south and retaining utility easements.

PROPOSED MOTION:

If council decides to waive the remaining reading, two separate motions are required:

"I move to waive the remaining readings on Ordinance No. 4100 ."

and

"I move to adopt Ordinance No. 4100 vacating a 16' alley between 1218 N. Ash Street and 505 Rodeo Road running east and west from Ash and a request to vacate a 12' alley on the west side of 1218 N Ash Street running north and south and retaining a 16' utility easement and a 12' utility easement in place of the alleys."

If council decides to go through the remaining readings:

"I move to adopt Ordinance No. 4100 vacating a 16' alley between 1218 N. Ash Street and 505 Rodeo Road running east and west from Ash and a request to vacate a 12' alley on the west side of 1218 N. Ash Street running north and south and retaining a 16' utility easement and a 12' utility easement in place of the alleys on second reading."

ORDINANCE NO. 4100

AN ORDINANCE OF THE CITY OF NORTH PLATTE, LINCOLN COUNTY, NEBRASKA, VACATING A 16' ALLEY LOCATED BETWEEN 1218 N ASH STREET AND 505 RODEO ROAD RUNNING EAST AND WEST FROM ASH AND VACATING A 12' ALLEY LOCATED ON THE WEST SIDE OF 1218 N ASH STREET RUNNING NORTH AND SOUTH, MORE PARTICULARLY, THE ALLEY ON THE SOUTH SIDE OF LOT 3 MCEACHRON'S SUBDIVISION, NORTH PLATTE, NEBRASKA AND THE NORTH SIDE OF ZELLER 2ND ADMINISTRATIVE SUBDIVISION NORTH PLATTE, NEBRASKA AND THE ALLEY ON THE WEST SIDE OF LOTS 1-3 MCEACHRON'S SUBDIVISION NORTH PLATTE, NEBRASKA AND THE EAST SIDE OF LOT 2 BLOCK 12 E.D.MAE REPLAT, NORTH PLATTE, NEBRASKA AND RETAINING UTILITY EASMENTS IN PLACE OF THE ALLEYS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR THE EFFECTIVE DATE AND PUBLICATION THEREOF.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF NORTH PLATTE, LINCOLN COUNTY, NEBRASKA:

Section 1. That the following described alleys in North Platte, Nebraska be vacated:

A 16' alley between 1218 N. Ash Street and 505 Rodeo Road running east and west from Ash and a request to vacate a 12' alley on the west side of 1218 N Ash Street running north and south, more particularly, the alley on the south side of Lot 3 McEachron's Subdivision, North Platte, Nebraska and the north side of Zeller 2nd Administrative Subdivision North Platte, Nebraska and the alley on the west side of Lots 1-3 McEachron's Subdivision North Platte, Nebraska and the east side of Lot 2 Block 12 E.D. Mae Replat, North Platte, Nebraska.

Section 2. That the following described alleys in North Platte, Nebraska be retained as utility easement:

A 16' alley between 1218 N. Ash Street and 505 Rodeo Road running east and west from Ash and a request to vacate a 12' alley on the west side of 1218 N Ash Street running north and south, more particularly, the alley on the south side of Lot 3 McEachron's Subdivision, North Platte, Nebraska and the north side of Zeller 2nd Administrative Subdivision North Platte, Nebraska and the alley on the west side of Lots 1-3 McEachron's Subdivision North Platte, Nebraska and the east side of Lot 2 Block 12 E.D. Mae Replat, North Platte, Nebraska.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. This ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction,

such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

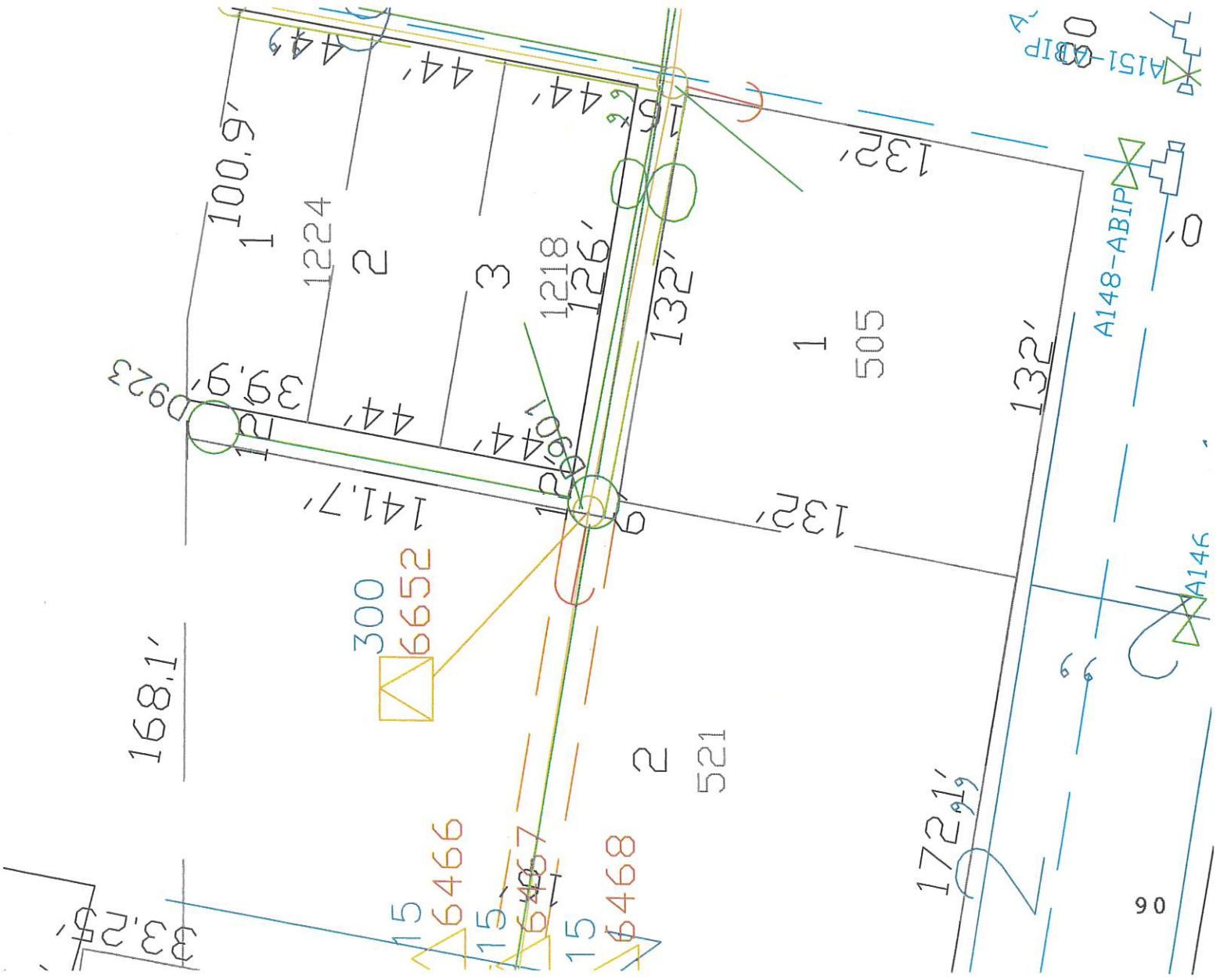
PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

ATTEST:

City Clerk

Mayor

(SEAL)





CITY COUNCIL AGENDA

ITEM NO. 8



**CITY OF NORTH PLATTE
STAFF SUMMARY REPORT
September 20, 2022**

AGENDA ITEM TITLE: User Fees; Angela Gilbert, City Clerk

SESSION TYPE:

- Consent Agenda
- Work Session
- Information Item
- Regular Business
- Other:

EXECUTIVE SUMMARY:

The proposed changes for each department are highlighted in the attached spreadsheet.

PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:

This is an annual Resolution passed to set the User Fees for each fiscal year.

WHY THIS ITEM IS BEFORE THE COUNCIL:

Pursuant to North Platte Code of Ordinances §31.20 User Fees are set by Resolution on an annual basis and will go into effect on October 1, 2022.

ACTION REQUIRED AT THIS COUNCIL MEETING:

Adopt the Resolution setting User Fees for fiscal year 2022-2023.

PROPOSED MOTION:

"I move to adopt the Resolution setting User Fees for fiscal year 2022-2023."

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

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF NORTH PLATTE, LINCOLN COUNTY, NEBRASKA, PASSED THIS 20TH DAY OF SEPTEMBER, 2022.

The Mayor and Council of the City of North Platte, Lincoln County, Nebraska met at regular session in the Council Chambers on the 20th day of September, 2022. The following Council members were present:
The following Council members were absent:

Mayor Brandon Kelliher presided and the City Clerk Angela Gilbert recorded the proceedings. It was moved by _____ that the following resolution be adopted:

WHEREAS, the City's budget for fiscal year 2022-2023 provides for an increase in certain user fees and charges performed; and

WHEREAS, various departments of the City of North Platte make certain charges for services performed which charges the Council desires to officially approve by this resolution.

The resolution having been considered in its entirety, the motion for its adoption was seconded by _____.

Upon roll call vote, Council members voting in favor:
Council members voting against:

Mayor Kelliher thereupon declared the Resolution carried.

PASSED AND APPROVED THIS _____ DAY OF _____, 2022.

ATTEST:

City Clerk

Mayor

(SEAL)

2022-2023 PROPOSED USER FEES

	Current	Proposed
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ENGINEERING DEPARTMENT

Copies

Plain paper copies through 8 1/2"x14"	\$0.15 each	
Plain paper copies 11"x17"	\$0.35 each	
Reproducible Blueline through 30"x18"	\$5.50 each	
Reproducible Blueline larger than 30"x18" to 36"x48"	\$11.00 each	

Mapping and Plotting

Base map on Flash Drive	\$350.00 each	
Additional overlays with base map on Flash Drive	\$50.00 each	
Map Plots through 11"x17"	\$10.00 each	
City Limits Map	\$7.00	
City Block Map	\$7.00	
City Ward Map	\$7.00	
City Zoning Map	\$7.00	

Permits

Permits/Public Works Inspection	\$55.00 each	
Sidewalk, culvert, and/or driveway inspection	\$55.00 each	
Trenching/excavation in City ROW through 100 sq ft	\$135.00 each	

Departmental Services

Plotter time	\$50.00 hr	
Computer application software time	\$50.00 hr	
Total station, GPS fieldbook prism use	\$50.00 hr	
Engineering services		
City Engineer	\$130.00 hr	
Assistant City Engineer	\$100.00 hr	
Engineering Technician	\$80.00 hr	
Engineering Aide II	\$75.00 hr	
Engineering Assistant	\$65.00 hr	
Engineering Aide I	\$45.00 hr	
Secretary	\$45.00 hr	
Survey Field Crew (2-man)	\$130.00 hr	
Survey Field Crew (3-man)	\$155.00 hr	

FIRE DEPARTMENT

Ambulance Service Rates

BLS Non-emergency Transport	\$400.00	\$500.00
BLS Emergency Transport	\$655.00	\$700.00
BLS Non-Transport	\$100.00	
ALS 1 Emergency	\$800.00	\$950.00
ALS 2 Emergency	\$900.00	\$1,200.00
ALS Non-Transport	\$200.00	\$300.00
Mileage Fee	\$14.00	\$17.00
Paramedic Intercept - (50% amount collected up to)	\$300.00	
Transportation of Air Med Crews from Airport to GPH and back	\$250.00	

Copy of Narsis Form

\$10.00

Ambulance/Standby

Stand By Service (per ambulance/per person/per hour)

\$75.00

Emergency unit costs, per hour

\$100.00

Fire truck w/Jaws of Life, per hour

\$100.00

Small fire truck, per hour

\$50.00

Ladder truck engine #54, per hour

\$1,000.00

Installation of flag pole ropes or cables, each

\$500.00

Fire Report Copies

In person

\$12.00

Mailed

\$15.00

Returned Check Fee

\$35.00

Fire Prevention

Plan Review Fees

\$1.00-\$5,000

\$5.00

\$5,001-\$25,000 (\$5.00/ first \$5,000 + \$2.00/each additional \$5,000 or fraction)

\$25,001-\$50,000 (\$15.00/ first \$25,000 + \$2.00/each addtl \$5,000 or fraction)

\$50,001-\$100,000 (\$25.00/first \$50,000 + \$1.00/each addtl \$5,000 or fraction)

\$100,001-\$200,000 (\$35.00/ first \$100,000 + \$1.00/each addl \$10,000 or fraction)

\$200,001-more (\$50.00/first \$200,000 + \$1.00/each addl \$10,000 or fraction except

that total fee shall not exceed \$500.00)

Remove

Plan Review Fees

New Commercial Construction

\$0.00 per sq. ft. for the first 10,000 sq. ft., + \$0.10 per sq. ft. each additional sq. ft. over 10,000

Hospitals

Up to 50 beds	\$100.00
51 to 100 beds	\$150.00
101 beds or more	\$200.00

Nursing Homes and Other Health Care Facilities

Up to 50 beds	\$100.00
51 to 100 beds	\$150.00
101 beds or more	\$200.00

Liquor Establishments

Non-consumption	\$100.00
Consumption	\$125.00
Reinspection of either	\$100.00

Mobile Home Parks

	\$125.00
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Child Care Facilities

1-8 children	\$50.00
9-12 children	\$60.00
13 or more children	\$70.00
Any reinspection	\$40.00
Foster Care Homes	\$30.00

Fireworks, per stand

Each initial inspection includes one revisit. A reinspection would be 3rd time the facility is visited.

	\$500.00
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GENERAL DEPARTMENT

Maps

City Limits	\$7.00
City Block	\$7.00
City Ward	\$7.00
City Zoning	\$7.00

Copies, per page

	\$0.15
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Returned Check Fee

	\$35.00
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Licenses
 Pawn Shops, per year \$50.00
 Sexually Oriented Businesses, per year \$100.00

DEVELOPMENT DEPARTMENT

Building

NEW HOME PERMITS FLAT FEE SCHEDULE

Total sq. ft. includes garages, covered porches, etc.
 Fees are inclusive of ALL permits necessary for construction of a new home.

AREA	TOTAL COST
Total Covered	
0 to 999 Square Foot	\$800.00
1000 to 1499 Square Foot	\$1,025.00
1500 to 1999 Square Foot	\$1,075.00
2000 to 2499 Square Foot	\$1,225.00
2500 to 2999 Square Foot	\$1,375.00
3000 to 3499 Square Foot	\$1,525.00
3500 to 3999 Square Foot	\$1,675.00
4000 to 4999 Square Foot	\$1,875.00
5000 + Square Foot	\$2,200.00

Dwellings with garages having 1500 sq ft or less
 Dwellings with garages exceeding 1500 sq ft
 In excess of 1500 sq ft (Garage sq ft. is added for total sq ft.)
 Public or semi-public buildings, per sq ft of area
 All Accessory Buildings, per sq ft
 Remodeling of all above, per sq ft
 Building permit renewal
 Minimum permit fee
 Penalty for starting work without a Permit
 Investigation Fee
 Re-inspection Fee (3rd visit)
 Flood Plain Development Permit

Remove \$550.00
 Remove \$550.00
 Remove \$0.25
 Remove \$0.55
 Remove \$0.30
 Remove \$0.30

1/2 original cost \$60.00
 Fee x 2 \$150 or actual time
 \$60.00
 \$75.00

Other

Fence \$45.00
 Sign permit \$1.25 per sq. ft.
 Sign permit, re-facing \$60.00
 Residential Demolition \$0.00
 Commercial Demolition \$400.00

\$50.00

Multiple dwelling permits, per building to 20 units **\$75.00** **\$85.00**

Copy of monthly building report
Building inspection hourly rate
Parking Lot Permit

Plumbing/Mechanical

Gas piping tests
First gas appliance installed
Each additional gas appliance installed
All inspections made after business hours

Sewer connection fee, each
Water service fee, each

Plumbing fixture fee, each
Copy of monthly mechanical report
Penalty for starting work without a Permit
Investigation Fee
Re-inspection Fee (3rd visit)

Mechanical Permit Fees

Commercial, per smoke or fire damper

Testing & Licenses

Gas Exam, each
Apprentice Plumber or Gas Fitter, each
Journeyman Plumber or Gas Fitter, each
Master Plumber or Gas Fitter, each
Master Plumber or Gas Fitter, non-resident

Mobile Home

Mobile Home Inspection (up to 2 visits)
Mobile Home Utility Connection Inspection (One fee covers gas, sewer, and water)
Mobile home set down in R-4 area/mobile home park

Plan Review Fees

Residential
Commercial (Non-Refundable)
Fast Track Review Fee (optional)

Public Nuisance

Adm. Ⓞ istration for weed/nuisance/obstruction + cost of machinery use, labor of

Second offense during any 12 month period \$100.00
 Third offense during any 12 month period \$200.00
 Appeal of weed/nuisance abatement notice \$100.00

Planning, Zoning, & Development Application Fees

Subdivision per application + \$25 per lot \$300.00
 Parkland dedication fee, per residential lot \$0.00
 Conditional use permit per application + cost of certified letter + 50¢ per owner notification \$400.00
 Zoning per application + cost of certified letter + 50¢ per owner notification \$400.00
 Zoning code amendment + 50¢ per owner notification if required, or cost of notice of public hearing \$225.00
 Zoning or land use verification letter \$20.00
 Non Conforming Use verification letter research and written determination by Development Staff \$200.00
 Non Conforming Use verification letter research and written determination by Property Owner \$20.00
 Home Occupation Permit \$40.00
 Temporary building and cargo container permit \$40.00
 TIF Application Fee \$5,000.00
Micro TIF Application Fee \$50.00

Zoning Variances

1. Residential, per application + certified letter cost + 50¢ per owner notice \$250.00
 2. Commercial, per application + certified letter cost + 50¢ per owner notice \$300.00

Appeals-Development Dept.

Administrative decision only, no notification required \$125.00
 Administrative decision, re: order to repair/demolish \$100.00
 Administrative decision, re: order to abate weed/public nuisance \$100.00
 Administrative decision, requiring notification of surrounding properties, + certified letter cost of \$0.50 per property owner notice \$125.00

Development Dept. Documents/General files

Comprehensive Community Plan \$20.00
 Community Needs Assessment Survey \$6.50
 Zoning Code \$0.15 per page

Redevelopment Documents--without notebook binders

Blight & Substandard Analysis \$10.00
 Redevelopment Plans \$10.00
 General files \$0.15 per page
 Redevelopment Authority Notebook \$20.00

Maps

City Zoning Maps \$7.00
City Base Maps \$7.00
City Ward Maps \$7.00
City + 2 mile Land Use Maps \$7.00

Comprehensive Community Plan

Document Maps 11X17 (B&W) \$7.00
Document Maps 11X17 (Color) \$7.00

POLICE DEPARTMENT

Alarms

Alarm system monitoring, per day, per line \$0.50
Alarm permits \$20.00
Delinquent fee \$30.00
Vendor permits \$20.00
Delinquent fee \$30.00
False alarms \$35.00
Delinquent fee \$30.00

Animal Purchase

Cat \$20.00
Farm cat \$1.00 \$5.00
Dog \$30.00
Sales to Approved Animal Rescue Organizations \$1.00
Other animal \$30.00
Other Animal Rescue \$1.00

Potentially Dangerous Dogs

Initial Registration Fee \$250.00
Annual Renewal Fee \$100.00

Animal Impoundment

First day \$35.00
Each day thereafter \$10.00
Surrender Fee-owners outside City Limits \$10.00

Veterinarian Deceased Animal Transport

\$5.00 per animal \$10.00 per animal

Call Impoundment

First day \$50.00

Each day thereafter	\$10.00
<u>Fingerprints, non-criminal</u>	\$10.00
<u>Firearm permits</u>	\$5.00
<u>Police Escorts</u>	\$15.00
<u>Funeral</u>	\$10.00
Financial	\$25.00
House movers, less than 4 hours	\$150.00
House movers, more than 4 hours	\$300.00
<u>Record Checks, per check, except law enforcement and government agencies</u>	\$10.00
<u>Accident Report Copies</u>	\$10.00
Copies (Other)	\$5.00 + \$0.25/page
Photographs up to 8x10	\$1.00
Photographs 8x10	\$5.00
Subpoena	\$20.00 + \$0.25/page
Search	\$10.00
Electronic Media Copies (DVD, VCR, ect.)	\$25.00
<u>Officer Security, per hour</u>	\$35.00
<u>Firing Range</u>	\$5.00
Other agency use, per person	\$3.00
Off-duty, non-organized, per person	\$75.00
<u>Breath Tests</u>	\$120.00
<u>Blood Alcohol Tests</u>	\$100.00 per day
<u>Circus/Carnival Permit</u>	\$25 per day
<u>Itinerant Sales Permit</u>	\$10 per day
<u>UTV Registration Fee, per year</u>	\$50.00

Open/Close Grave-Adult

Weekday \$610.00
Saturday \$835.00

Open/Close Grave-Infant

Weekday \$155.00
Saturday \$310.00

Open/Close Columbarium Niche

Weekday \$190.00
Saturday \$395.00

Open/Close Ash Burial

Weekday \$50.00
Saturday \$190.00
Filing fee for multiple ash burials \$50.00

Sale of Grave Space

Adult \$730.00
Infant \$185.00
Cremation space \$185.00
Single Columbarium Niche with inscription \$515.00
Double Columbarium Niche with inscription \$965.00
Extra inscription for Pre-need \$90.00

Disinterment

Weekdays only, adult \$975.00
Weekdays only, infant \$190.00
Weekdays only, ash \$190.00

Headstone Preparations, Foundations, Vases, etc.

City personnel will locate site only, but not do actual work \$20.00

Electronic Directory Additional Information Fees

Add Photograph only \$40.00
Add Obituary only \$75.00
Add Photograph and Obituary \$100.00
Add Photo, Obituary, and Monument Photo \$125.00

Parks

Portable bandshell, per day + \$150 damage deposit, City moves shell (inside City's zoning area) Non-profit \$100.00
Portable bandshell, per day + \$150 damage deposit, City moves shell (outside City's zoning area) Non-profit \$200.00
Portable bandshell, per day + \$150 damage deposit, City moves shell ((inside City's zoning area) Commercial \$400.00
Portable bandshell, per day + \$150 damage deposit, City moves shell (outside City's zoning area) Commercial \$500.00

Plus Federal set mileage rate, per mile for outside of City's zoning area. The zoning area is within City limits and within the two-mile zoning jurisdiction.

Cody Park Camping Site

\$10.00 per day

Electrical Charge (Park Usage)

\$10.00

Cody Park Shelter/Centennial Park Gazebo/Memorial Park Gazebo

7:00 a.m. to 3:00 p.m. \$40.00
4:00 p.m. to midnight \$40.00
7:00 a.m. to midnight \$75.00

Kiddie Rides

Per single ticket purchase \$0.75
Per ticket purchase 4/\$2.00
Ticket price for Group 10/\$3.00

Group, Non Profit, must request in writing 5 days in advance of date needed to Public Service Director
If approved, these can only be used on non-holiday weekdays.

Group must purchase minimum of 250 tickets and must be used within 7 days of date of purchase

Fields/Courts

Sports Field, per day \$15.00
Sports Field Lights, per field, per hour \$4.00
Tennis Court Lights, per hour \$4.00
Concessions Stand, per day \$10.00
Concessions Stand, per day \$25.00

Sanitation

Composting

Yard waste disposal, per ton \$15.00
Minimum \$7.50
Composted yard waste, per ton (when available) \$10.00
Composted yard waste, per ton (when available) \$15.00

Tree Debris

Tree Debris from contractors/businesses, per ton \$35.00

Mirrored \$17.50

Transfer Station

Waste transferred, per ton	\$56.40	\$58.95
Waste transferred, per ton (for haulers over 15,000 tons per year)	\$52.75	\$55.15
Minimum	\$28.00	\$30.00

Plus \$0.50 per ton

Plus \$0.25 per ton so long as the North Platte pump price for #2 diesel is more than \$4.00 per gallon, and an additional \$0.25 per ton for each \$0.50 added to said rack rate per gallon over \$4.00 (Example--\$4.00-\$4.50 per gallon-add \$0.25; \$4.50-\$5.00-add \$0.50; \$5.00-\$5.50-add \$0.75, etc.

Clean asphalt, per ton
Minimum \$15.00
\$7.50

Clean concrete, per ton
Minimum \$15.00
\$7.50

Any load not properly covered or secured
double set rate

Small Tire	\$5.00	
Car/Pickup Tire	\$8.00	
Truck Tire	\$14.00	\$15.00
Tractor/Equipment Tire	\$24.00	\$25.00

Any Tire with rim, additional charge per Tire
Additional charge, per each refrigerant appliance such as refrigerators, freezers, and air conditioners

Garbage Collection

One cart service, per month	\$24.95	
Two cart service, per month	\$28.95	
Extra carts each, per month	\$4.00	
Cart delivery fee	\$14.00	
Broken/damaged cart fee, each	\$57.00	
Extra pick up requested by resident, each trip	\$16.00	\$25.00
Large Item Sticker for Refuse Collection		
Miscellaneous and Large Items		\$10.00
Refrigerated Items		\$30.00

Commercial Yard Waste (with or without garbage service)

One City provided container, per month \$24.95
Each additional container, per month \$4.00

Miscellaneous

Municipal at designated tree disposal site No Charge

Loading mulch or other material, per load \$25.00 plus cost of material
Loading semi trucks \$50.00 plus cost of material
 All electronic equipment dropped off at the household hazardous waste collection site \$0.55 per lb.
 Returned check charge, all Public Service Department Divisions \$35.00
 Miscellaneous utility hookup in the parks for special events, per hookup, per day \$7.00
 Clay fill dirt, per ton (loaded by purchaser) \$2.00

Delivery Fee, per event request (payable at time of request)
 Bleachers \$30.00 each (4 max)
 Picnic Tables \$5.00 each \$10.00 each (5 max)
 Trash Cans \$16.00 for the 1st one, \$2.00 each after the 1st
 Barricades \$4.00 each remove minimum \$10.00 Remove
 (minimum 4 barricades for each end of street to block off -- wider streets may require more as determined by the Street Department)
 ***With the exception of the Downtown District, no emergency routes/streets as determined by the Snow Route Ordinance will be allowed to be blocked off
 Traffic Cones \$1.00 each remove minimum \$10.00
 Fence panel, 8' long \$10.00

Shop
 Gasoline sold to departments outside City, per gallon actual cost + \$0.05
 Copies--All Public Service Divisions
 In person, per page \$0.15
 Mailed, per page + postage \$0.15

PUBLIC TRANSIT DEPARTMENT
 General Public Same Day, per ride \$4.00
 General Public, per ride, when booked by 1:00 p.m. the day before \$2.00
 Punch Card/12 one-way rides \$20.00 Remove
 5 miles outside City limits, per ride, when booked by 1:00 p.m. the day before \$5.00
 20 miles outside the 5 Mile Jurisdiction of City limits, per ride, when booked by 1:00 p.m. the day before \$5.00
 Out of the System Fee (over 20 miles), when approved Pickup \$15.00
 Return \$15.00

RECREATION DEPARTMENT
Recreation Complex
General Admission--1 month 1 month
 Youth (3-18 years) \$26.00
 Full time College Student (with ID) \$33.00
 Senior (60+ years) \$33.00
 Adult (19-59 years) \$39.00
 \$27.00
 \$34.00
 \$34.00
 \$40.00

*Family (6 members in same household) \$88.00 \$91.00

3/6 months

General Admission--3/6 months

Youth (3-18 years)	\$55/\$104	\$58/\$110
Full time College Student (with ID)	\$68/\$123	\$71/\$129
Senior (60+ years)	\$68/\$123	\$71/\$129
Adult (19-59 years)	\$83/\$152	\$86/\$158
*Family (6 members in same household)	\$179/\$332	\$186/\$347

EFT Fee for Annual Membership (electronically withdrawn each month)

Youth (3-18 years)	\$180.00	\$210.00
Full time College Student (with ID)	\$228.00	\$246.00
Senior (60+ years)	\$228.00	\$246.00
Adult (19-59 years)	\$279.00	\$306.00
*Family (6 members in same household)	\$612.00	\$672.00

*Family: A family consists of a mother and/or father (or legal guardian) and their children under the age of 19 living in the same household. Adult siblings, nannies, grandparents, grandchildren, aunts, uncles, and cousins do not fall under the classification of a family. All family members must be claimed on the same income tax form.

Deluxe Daily Use Fee

Youth (3-18 years)	\$5.00	\$5.25
Senior (60+ years)	\$6.25	\$6.50
Adult (19-59 years)	\$7.00	\$7.25
*Family (6 members in same household)	\$17.00	\$18.00

Daily admission billing surcharge per admission \$1.00

Cody Pool

Season Admission--Summer Only

Youth (3-18 years)	\$39.00	\$41.00
Senior (60+ years)	\$44.00	\$46.00
Adult (19-59 years)	\$52.00	\$54.00
*Family (6 members in same household)	\$108.00	\$114.00

Admission card wrist band \$0.50

Daily Use Fees

Youth (3-18 years)	\$3.50	\$3.75
Sen (60+ years)	\$4.00	\$4.25
Adl (19-59 years)	\$4.50	\$4.75

*Family (6 members in same household) \$11.00 \$11.50

Rentals

Lock rental \$1.00
Towel rental (\$1.00 refund when returned) \$2.00
Quarterly locker rental \$25 small, \$35 large
Court Rental (racquetball, tennis, volleyball, pickleball, basketball) \$2.00
Prime Time Court Fee (4-7 p.m.) \$2.00

Miscellaneous Fees

Photocopies per page \$0.25
Returned Check Fee \$35.00

Recreation Department Facility Rental

Activity area of gross revenue 15%-25%

Birthday Party Reservations

One meeting room
Up to 10 guests \$45.00
11-15 guests \$60.00
16-20 guests \$75.00
21-30 guests \$120.00

Two meeting rooms

31-40 guests \$150.00
Over 40 guests \$150.00+ \$3.00 per guest 160.00+ \$3.00 per guest

Nonprofit Recreation Groups

Gym, racquetball, volleyball, courts or swim pool (half day) \$60.00
Up to half of activity area per hour + admission \$15.00
Private use after closing, entire Rec Complex per event + personnel costs \$150.00
NP Public Schools & MPCC Rec Complex activity areas reciprocal use

Senior Center

Private Rental 6 hrs & under + personnel costs \$40.00
Private Rental 6 hrs & over + personnel costs \$75.00
Recreational classes for profit - (monthly) \$40.00
Recreational classes non-profit - (monthly) \$20.00

Recreation Classes

Recreation classes \$40.00

Lifeguard Training	\$150.00	\$175.00
Water Safety Instructor (WSI) Program	\$175.00	\$200.00
Rec Sponsored Private Swim Lessons/lesson	\$13.00	\$15.00
Group swim lessons - (8 classes)	\$30.00	\$31.00

10-50% discounts

Marketing Promotions

LIBRARY

Fines Charged by Type of Item per Item per Day--REMOVE		
	Minimum Fine	Maximum Fine
Audio	\$ 0.25	\$ 5.00
Book-Adult	\$ 0.25	\$ 5.00
Book-Children's and Young-Adult	\$ 0.15	\$ 5.00
DAR (Daughter-of-the American Revolution) (collection-controlled, but not owned by library)	\$	\$
Equipment	\$ 1.00	\$ 10.00
Interlibrary Loan (from other libraries)	\$ 0.25	\$ 5.00
Magazine-Circulating	\$ 0.10	\$ 3.00
Magazine-Reference	\$ 0.10	\$ 3.00
North Platte Genealogy Society (collection-controlled but not owned by library)	\$	\$
Paperback	\$ 0.15	\$ 2.00
Reference	\$ 5.00	\$ 50.00
Story Time Pack	\$ 1.00	\$ 10.00
Travel Pack	\$ 0.25	\$ 5.00
Video / DVD-Adult, Children's and Young-Adult	\$ 0.50	\$ 10.00
Video / DVD-Adult and Young-Adult Series	\$ 1.00	\$ 10.00

All Collections Replacement Cost:

Adult Audio CD Fiction	Actual Cost Per Item
Adult Audio CD Nonfiction	
Adult DVD: Fiction	
Adult DVD: Nonfiction	
Adult DVD series: Fiction	
Adult DVD series: Nonfiction	
Adult Fiction	
Adult Genealogy Reference	
Adult Large Print Fiction	
Adult Large Print Nonfiction	
Adult Nonfiction	

Adult Nebraska	
Adult Nebraska Reference	
Adult Oversize Material	
Adult Ready Reference	
Adult Travel Packet	
Adult TLC Reference	
Adult Vertical File	
Average Replacement Cost Defaults - If known price does not exist	
Bound Newspapers	
Children's Audio CD Fiction	
Children's Audio CD Nonfiction	
Children's Biography	
Children's Beginning Reader	
Children's DVD	
Children's Elementary Reader	
Children's Fiction	
Children's Media Pack CD Fiction	
Children's Media Pack CD Nonfiction	
Children's Nonfiction	
Children's Paperback	
Children's Picture Book	
Children's Reference	
Children's Scouting: Boys	
Children's Scouting: Girls	
Children's Story Time Pack	
Children's Video	
DAR Reference(Daughter of the American Revolution) (collection controlled, but not owned by library)	
Magazine Adult Archive	
Magazine Adult Current	
Magazine Children's Archive	
Magazine Children's Current	
Magazine Young Adult Archive	

Actual Cost Per Item

Rare Material
Young Adult DVD
Young Adult DVD Series
Young Adult Fiction
Young Adult Nonfiction
Young Adult Reference

Borrower Related Library Service Fees		Fee
Borrower Registration Fee (inside Lincoln County) Applicants under 16 years require parental signature.	\$	-
Borrower Card Replacement Fee (first two, any kind, are free), per wallet card	\$	2.50
Borrower Card Replacement Fee (first two, any kind, are free), per keychain card	\$	-
Borrower Registration Fee (outside Lincoln County) per year	\$	40.00
Borrower Registration Fee for Institutions (Requires letter from institution)	\$	-
Borrower Registration Fee for Internet Access Only (60 days)	\$	-
Borrower Registration Fee for Temporary Residents (3 months)	\$	10.00
Borrower Registration Fee for NebrasKard Users (Reciprocal Borrower Program), per year	\$	-
Collection Service Fee	\$	15.00
Returned Check Fee	\$	35.00
Item Related Library Service Fees		
Audio CD Case Replacement	\$	10.00
Book Jacket Cover Replacement Fee	\$	1.00
DVD Case Replacement Fee (Single)	\$	1.00
DVD Case Replacement Fee (Double)	\$	1.00
Interlibrary Loan Service/Postage Fee	\$	5.00
Interlibrary Loan Postage Fee		- Actual Over \$5.00
Interlibrary Loan Service Lending Institution Borrowing Fee		VARIES
Book Club Borrowing Fee (6 copies or less)	\$	15.00

Book Club Borrowing Fee (7 – 12 copies)	\$	30.00
Book Club Borrowing Fee (13 – 20 copies)	\$	45.00
Book Club Borrowing Fee (21+ copies)		VARIES
Item Barcode Replacement Fee, per barcode	\$	1.00
KWIK-case DVD Replacement Fee (Single)	\$	6.00
KWIK-case DVD Replacement Fee (Double)	\$	9.00
Repairing or Rebinding Damaged Item, per item		VARIES
Reserve Postcard Mailing Fee, each	\$	0.50
Spine Label Replacement Fee	\$	1.00

Meeting Room Service Fees		Fee
Carpet Square Replacement Fee	\$	50.00
For-Profit Use Fee, per event, meeting length-3 hours or less per day	\$	30.00
For-Profit Use Fee, per event, meeting more than 3 hours per day	\$	60.00
Non-Profit Use Fee, per event. <Non-Profit is defined as literacy oriented, 501(c)3, educational, governmental, civic/community groups>	\$	10.00
Non-Profit Annual Use Fee, per calendar year (January - December). <Non-Profit is defined as literacy oriented, 501(c)3, educational, governmental, civic/community groups.>	\$	60.00
Refundable Cleanup Deposit, per event, returned upon room inspection.	\$	10.00
Social Use Fee, per event (birthday parties, receptions, anniversaries, showers, etc.)	\$	20.00

Technology Related Service Fees		Fee
Labels	Price and Supply Varies	
Prints	Price and Supply Varies	
Copies	Price and Supply Varies	
Envelopes	Price and Supply Varies	
Faxing	Price and Supply Varies	
Headphones	Price and Supply Varies	
Paper	Price and Supply Varies	

Removable Storage		Fee
Miscellaneous Service Fees		
Book A Librarian fee, per hour, prorated to fifteen minutes		\$ 15.00
Carpet Square Replacement Fee		\$ 50.00
Programming Fee		VARIES
Project for Hire Fee		VARIES
Research Fee, 30 minutes free, per hour, prorated each 15 minutes		\$ 15.00
Rush Research Surcharge, per research request (when deadline is less than 3 business days)		\$ 25.00
Test Proctoring Fee, per test (testing taking place in the meeting room)		\$ 10.00
Test Proctoring Fee, per test (testing taking place in the computer center)		\$ 5.00
Workshop Fee		VARIES
Creation Station Supplies		
3D Filament		Price and Supply Varies
3D Resin		
Coil Binding		
Button		
Craft Item		
Craft Embellishment		
Embroidery Backing		
Heat Press Media		
Lamination Pouch		
Laser Masking		
Retail Supply		
Vinyl		
Wood		

NORTH PLATTE ELECTRIC, WATER AND SEWER CHARGE RATES

EFFECTIVE: OCTOBER 1, 2022

	<u>Previous Rate</u>	<u>Proposed Rate</u>	
Labor charge rate:			
<u>Regular Time - 1/2 hour minimum:</u>			
Electric	\$ 60.00	\$ 60.00	per hour
Water/Sewer	\$ 50.00	\$ 50.00	per hour
<u>Overtime - 1 hour minimum:</u>			
Electric	\$ 90.00	\$ 90.00	per hour
Water/Sewer	\$ 75.00	\$ 75.00	per hour
Trip to premises for collection or disconnection/reconnection:			
(Note: Only one trip charge per account per incident)			
Regular time	\$ 60.00	\$ 60.00	
Overtime	\$ 90.00	\$ 90.00	
Customer service charge - to set up and establish electric and/or water service (one charge for any number of meter(s) - electric and/or water per account established):			
<u>Physical meter disconnection/reconnection:</u>			
Regular time	\$ 30.00	\$ 30.00	
Overtime	\$ 90.00	\$ 90.00	
<u>Read only (no physical meter disconnection/reconnection):</u>			
Regular time	\$ 15.00	\$ 15.00	
Overtime	\$ 90.00	\$ 90.00	
*Note: \$30.00 regular time or \$90.00 overtime charge applies for a single or multiple meter disconnection/reconnection per account.			
Charges for damaged street light poles:			
Damaged beyond repair (Street light poles are no longer replaced with wood poles.)			Replacement cost of steel or fiberglass pole Plus installation costs (labor and materials)
Repairable			Actual repair labor and materials
Equipment:			
Line trucks	\$ 75.00	\$ 75.00	per hour
Basket trucks	\$ 50.00	\$ 50.00	per hour
Ditch witch trencher	\$ 30.00	\$ 30.00	per hour
Dump truck	\$ 25.00	\$ 50.00	per hour
Bobcat loader	\$ 25.00	\$ 50.00	per hour
Chipper	\$ 15.00	\$ 15.00	per hour
Water backhoe	\$ 30.00	\$ 60.00	per hour
Air compressor	\$ 10.00	\$ 20.00	per hour
Onan 300 KW generator	\$ 40.00	\$ 40.00	per hour
Underground cable fault thumper	\$ 10.00	\$ 10.00	per hour
Sewer flush truck	\$ 150.00	\$ 190.00	per hour
Sewer TV truck	\$ 125.00	\$ 160.00	per hour
IHC tractor mower	\$ 25.00	\$ 25.00	per hour
Wire pulling & tension machine	\$ 25.00	\$ 25.00	per hour
Mini Excavator	\$ 25.00	\$ 50.00	per hour
Directional Drilling Machine	\$ 9.00	\$ 9.00	per foot; plus \$190.00 set-up charge

NORTH PLATTE ELECTRIC, WATER AND SEWER CHARGE RATES

EFFECTIVE: OCTOBER 1, 2022

	<u>Previous Rate</u>	<u>Proposed Rate</u>	
Pickups, vans, cars - included in labor charges as transportation			
Interdepartmental - per hour actual operating costs with insurance & depreciation			
Electric service:			
New service with tap	\$ 60.00	\$ 60.00	
New temporary service	\$ 60.00	\$ 60.00	
Temporary to permanent service:			
For services using standard metering	\$ 60.00	\$ 60.00	
For services using CT metering	\$ 90.00	\$ 90.00	
Water service from main:			
1" water service calculated to center of street	\$ 1,360.00	\$ 1,807.40	
Add for line setter 5/8"	\$ 140.00	\$ 180.00	plus sales tax
Add for line setter 3/4"	\$ 160.00	\$ 200.00	plus sales tax
Add for line setter 1"	\$ 200.00	\$ 230.00	plus sales tax
Add for tile setting	\$ 205.00	\$ 205.00	plus sales tax
Add for concrete removal and replacement	\$ 8.00	\$ 8.00	per sq. ft.
Over 1" water service - actual time and material			
Material from stores:			
Interdepartmental - book cost plus 10% for storage interest and handling			
Other - 25%			
Plus applicable sales tax			
Water mains:			
When necessary for Water Department to perform customer notification or valve operation	No Chg.	No Chg.	
In lieu of assessment, residential and commercial - most recent 10 district average for 8"			
Testing and chlorinating:			
To contractors of new main installations per running foot	\$ 1.25	\$ 1.25	per foot; plus \$100.00 set-up charge
Sewer mains:			
In lieu of assessment, residential and commercial - most recent 10 district average			
Televising & inspection:			
	\$ 1.25	\$ 1.25	per foot; plus \$100.00 set-up charge
Sewer tap charge:			
4"	\$ 225.00	\$ 250.00	
6"	\$ 250.00	\$ 275.00	
Tap charge outside corp. limits	tripled	tripled	

NORTH PLATTE ELECTRIC, WATER AND SEWER CHARGE RATES

EFFECTIVE: OCTOBER 1, 2022

	<u>Previous Rate</u>	<u>Proposed Rate</u>
Return check charge:	\$ 35.00	\$ 35.00
Late payment charge:	1.33	1.33 %
Temporary water service from fire hydrant:		
Deposit generally required on meter/backflow device. Customer is responsible for any damages which may occur to this device	\$ 1,000.00	\$ 1,000.00 Deposit
Water department installs & removes (required - 1/2 hr. each)	\$ 25.00	\$ 25.00
Daily rental for meter/backflow device	\$ 3.00	\$ 5.00 per day
All consumption on meter charged at current rates		

Temporary water service up to and including 1" hose connection:

A meter/backflow device will be required at all new construction sites or any site which the Water Department may consider potentially hazardous.

Construction water will be limited to eighteen (18) months and will be installed at normal meter installation rates. Water billing will be monthly at current water rates. Sewer billing will be determined by the Water Department.

Sites where construction cannot be completed within 18 months will be required to have an approved, reduce pressure zone backflow prevention device, properly installed by a licensed plumber, directly after the meter and before any outlet. The device will need to remain in place until construction is completed and site has been approved and released by Municipal Light & Water's Backflow Department.

Customer is responsible for any damage which may occur to the device.

Water sales at 7th and Chestnut Plant:

Water is available at the Water Plant 24 hours per day, 7 days per week. The overhead and side fill water device requires the use of quarters or tokens, which can be purchased at the ML&W office at 3rd and Vine or the Water Plant at 7th & Chestnut. Office hours are 8-5 M-F. Water Plant hours are 7:30-4:00 M-F. Each token or quarter is good for the purchase of 150 gallons of water.

Charges for frozen broken water meters or damaged electric meters:

Damaged beyond repair	Actual meter replacement cost **
Repairable	Actual labor charge rate plus material

** - Will be charged a fee for meter removal and replacement in addition to stated charges

NORTH PLATTE ELECTRIC, WATER AND SEWER CHARGE RATES

EFFECTIVE: OCTOBER 1, 2022

	<u>Previous Rate</u>	<u>Proposed Rate</u>	
Sewer dump charges Wastewater Plant:			
Septage:			
Septage Dumping Charge (Effective 10/1/08)	\$ 0.08	\$ 0.08	per gallon (as metered); plus sales tax
Mud and Grease:			
Small truck up to 700 gallons	\$ 25.00	\$ 25.00	
Medium truck 700 to 1500 gallons	\$ 50.00	\$ 50.00	
Large truck 1500 to 2500 gallons	\$ 100.00	\$ 100.00	
Extra Large truck over 2500 gallons	\$ 150.00	\$ 150.00	

Dewatering

Set up Fee	\$ 150.00	\$ 500.00	plus actual time
Pumping Charges:			
Large pump	\$ 75.00	\$ 250.00	per hour
Small pump	\$ 30.00	\$ 150.00	per hour

** - Will be charged actual cost of damaged, vandalized or stolen equipment

Deposits*:

Residential electric:	\$ 50.00	\$ 50.00	Minimum
Residential water:			
Tenant	None	None	
Owner	None	None	

Commercial electric and water:
Minimum cash or surety bond of 3 times estimated monthly bill.

* A deposit may be waived with proven good credit or an acceptable cosigner.

Interest paid on deposits returned:	0.25	0.25	%
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Testing of electric or water meter for customer:

If not tested within last 5 years	No Chg.	No Chg.
If tested within last 5 years	\$ 60.00	\$ 60.00

Locating of underground electric, water and sewer facilities which are the responsibility of the City:

	No Chg.	No Chg.
--	---------	---------

Note: All locates must go through Digger's Hotline. Only emergency locates will be performed after hours.

Subdivision Developments:

Effective October 1, 2005, subdivision developers are required to provide and install all conduits for primary, secondary and street lighting as well as fiberglass transformer/switchgear pads in compliance with the City of North Platte Electric Department specifications. These specifications are available at the Municipal Light and Power Engineering Department Office located at 201 West 3rd; North Platte, Nebraska.

CITY COUNCIL AGENDA

ITEM NO. 9



**CITY OF NORTH PLATTE
STAFF SUMMARY REPORT
September 20, 2022**

AGENDA ITEM TITLE: Warrants, Dawn Miller, Director of Finance

SESSION TYPE:

- Consent Agenda
- Work Session
- Information Item
- Regular Business
- Other:

EXECUTIVE SUMMARY:

Resolution approving claims and authorizing the issuance of one warrant to Midlands Contracting, Inc. in the amount of \$204,900.30 and one warrant to Western Engineering, Co. in the amount of \$126,800.10 to pay approved claims and referring to and incorporating the terms and conditions of Ordinance No. 3874 relating to warrant financing passed and approved on May 21, 2013.

These warrants will be purchased by First State Bank at a rate of 3.65%.

PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:

- N/A

WHY THIS ITEM IS BEFORE THE COUNCIL:

Pursuant to Ordinance No. 3874, the issuance of warrants requires City Council approval.

ACTION REQUIRED AT THIS COUNCIL MEETING:

Approval of Warrant Issuance Resolution.

PROPOSED MOTION:

“I move to approve the Resolution authorizing the issuance of two warrants as presented in the materials.”

ADMINISTRATION’S RECOMMENDATION:

City Administrator recommends approval.

RESOLUTION

A RESOLUTION APPROVING CLAIMS AND AUTHORIZING THE ISSUANCE OF WARRANTS TO PAY APPROVED CLAIMS AND REFERRING TO AND INCORPORATING THE TERMS AND CONDITIONS OF ORDINANCE NO. 3874 RELATING TO WARRANT FINANCING PASSED AND APPROVED ON MAY 21, 2013

WHEREAS, the Mayor and Council have previously passed and approved Ordinance No. 3874 (the "Ordinance") establishing arrangements for the registration and purchase of warrants to pay the costs of the Improvements (as defined in the Ordinance) and the City has received invoices for or is otherwise chargeable for costs relating to the Improvements;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of North Platte, Nebraska, as follows:

Section 1. That the following listed amounts for construction or other services rendered and materials supplied for the Improvements have been presented to the Mayor and Council for consideration and allowance:

Name of Payee	Amount of Claim	Nature of Claim/ District Number	Required Redemption Date
Midlands Contracting, Inc.	\$204,900.30	Construction Costs – Special Water Imp. Dist. # 4	3/15/2023
Western Engineering, Co.	\$126,800.10	Construction Costs – Street Imp. Dist. #'s 335-348	3/15/2023

That each of the above listed claims should be and hereby is approved and allowed.

Section 2. For purposes of making payment of claims as approved in Section 1, warrants prepared and issued to the appropriate payee, with each such warrant to be signed by the Mayor (or, in the Mayor's absence or inability to serve, the President of the Council) and City Treasurer (or Deputy Treasurer) and then issued to the respective claimants. Each such warrant upon endorsement for transfer to First State Bank (serving as the City's lender and warrant purchaser) shall be registered for lack of sufficient funds on hand and shall be paid from permanent general obligation bonds to be issued to pay costs of the Improvements or from other available funds. The accepted rate of interest for such warrants, upon registration applying from date of registration until paid shall be 3.65% (subject to the terms of any applicable warrant purchase agreement) and the purchaser of such warrants upon registration shall be First State Bank. The City hereby undertakes to provide for the redemption of each such warrant on or before the respective required redemption date specified above, unless a later redemption date is otherwise agreed to by the registered owner in writing.

Section 3. Each of said warrants is hereby declared to be issued pursuant to the Ordinance and is hereby determined to be entitled to all benefits of the Ordinance. The Ordinance and its covenants and agreements are hereby incorporated by reference.

Section 4. This resolution is hereby determined to be a measure necessary to carry out the City's contractual obligations and shall be in force and effect from and after its passage and approval.

PASSED AND APPROVED this ____ day of _____, 2022.

Mayor

City Clerk

CITY COUNCIL AGENDA

ITEM NO. 10



CITY OF NORTH PLATTE STAFF SUMMARY REPORT September 20, 2022

AGENDA ITEM TITLE: Conditional Use – Commercial Strip Mine, Judy Clark, Planning Administrator

SESSION TYPE:

- Consent Agenda
- Work Session
- Information Item
- Regular Business
- Other:

EXECUTIVE SUMMARY:

Application by Gary and Ruth Stearns for a conditional use permit to allow a commercial strip mine operation on property located in an A-1 Agricultural District and described as the NW ¼ and the S ½, EXCEPT portion Deed to the State of Nebraska in Warranty Deed recorded April 2, 1943 in Book 81, Page 565 of Section 25, Township 13 North, Range 30 West of the 6th P.M. Lincoln County, Nebraska.

A site plan provided by the applicant is attached.

The applicant states they are planning to provide the earthen material that will be required to construct the proposed Sustainable Beef Packing Plant located on Newberry Access in North Platte. This property will serve as one of two borrow pits required to provide the material needed to raise the elevation of the new site. The hours of operation for loading and transporting material will be from 7:00 AM to 6:30 PM, Monday-Friday unless it is deemed necessary to move material on Saturday due to lost days during the week to weather. This site will require 20-25 semi-trucks with side dump trailers from the borrow site to the construction site daily. Traffic control signs will be installed alerting motorists of the heavy truck traffic and efforts will be made to keep dust down as much as possible. The point of ingress and egress will also be signed appropriately. The borrow pit is being submitted exclusively for construction of the beef plant and is estimated to be completed within a year. No permanent or temporary structures will be constructed at the material site. However, a fuel transport unit will be on site and will comply to all specifications and regulations regarding fuel storage in addition to portable restrooms.

This property is located in both the City of North Platte and Lincoln County's jurisdiction. The County Planning Commission will hear the application at their meeting scheduled for Tuesday, September 13, 2022. Information from the County Planning Commission will be provided at the City Council Meeting.

On September 12, 2022 the City of North Platte Planning Commission unanimously recommended approval of the conditional use permit for 10 years with the condition that any disturbance of an acre or more will require a SWPPP (Storm Water Pollution Prevention Plan) be submitted to the city for each project.

Planning Staff has no objections to the conditional use application as presented and approved by the City of North Platte Planning Commission. The site is located in an agricultural district, which allows strip mining through approval of a conditional use application. City Council may add reasonable conditions to the application as deemed appropriate.

PRIOR RELATED COUNCIL DISCUSSIONS/ACTIONS:

None

WHY THIS ITEM IS BEFORE THE COUNCIL:

North Platte City Code of Ordinances §156.321 The City Council may, after a recommendation from the Planning Commission and public hearings, authorize a Conditional Use Permit designated in the district regulations if it is found that the location and characteristics of the use will not be injurious to the health, safety, morals and general welfare of the area.

ACTION REQUIRED AT THIS COUNCIL MEETING:

Public hearing and action on recommendation by the North Platte Planning Commission for a conditional use permit to allow a commercial strip mine operation on property located in an A-1 Agricultural District located on S Old Hwy 83 and described as the NW ¼ and the S ½, EXCEPT portion Deed to the State of Nebraska in Warranty Deed recorded April 2, 1943 in Book 81, Page 565 of Section 25, Township 13 North, Range 30 West of the 6th P.M. Lincoln County, Nebraska.

PROPOSED MOTION:

Motion to Approve:

"I move that we find the request for a conditional use permit to allow a commercial strip mine on property located on S Old Hwy 83 for 10 years with the condition that any disturbance of 1 acre or more will require a SWPPP be submitted to the city for each project meets the minimum standards stated in the North Platte Code of Ordinances Section 156.322 and approve and grant the conditional use permit requested with the condition that all elements of the application are complied with *(add the highlighted portion only if adding conditions otherwise continue to "based on...")*

and with the following condition(s):

1. _____
2. _____

based on the following factual findings:

1. The use shall conform to all applicable ordinances, laws and regulations of any governmental jurisdiction.
2. The use shall have adequate water, sewer, and drainage facilities.
3. Ingress and egress shall be so designated as to minimize traffic congestion in the public streets.
4. The use shall in all other respects conform to the applicable regulations of the district in which it is located
5. The use shall be in harmony with the character of the area and the most appropriate use of the land

(Add any additional documentation/evidence provided at the public hearing as City Council feels necessary)

1. _____;
2. _____."

Motion to Deny:

"I move that we find the request for a conditional use permit to allow a commercial strip mine located on S Old Highway 83 does not meet the minimum standards stated in the North Platte Code of Ordinances Section 156.322 and deny the conditional use permit requested based on the following factual findings:

The applicant has not met the following minimum standards stated in The North Platte Code of Ordinances Section 156.322 *(list the requirements that are not being met refer to requirements 1-5 Section 156-322 as listed above to decide which requirement(s) are not being met and the reasons why)*

1. _____;
2. _____."

(Add any additional documentation/evidence provided at the public hearing City Council feels necessary).

FORM B

LINCOLN COUNTY JOINT PLANNING COMMISSION

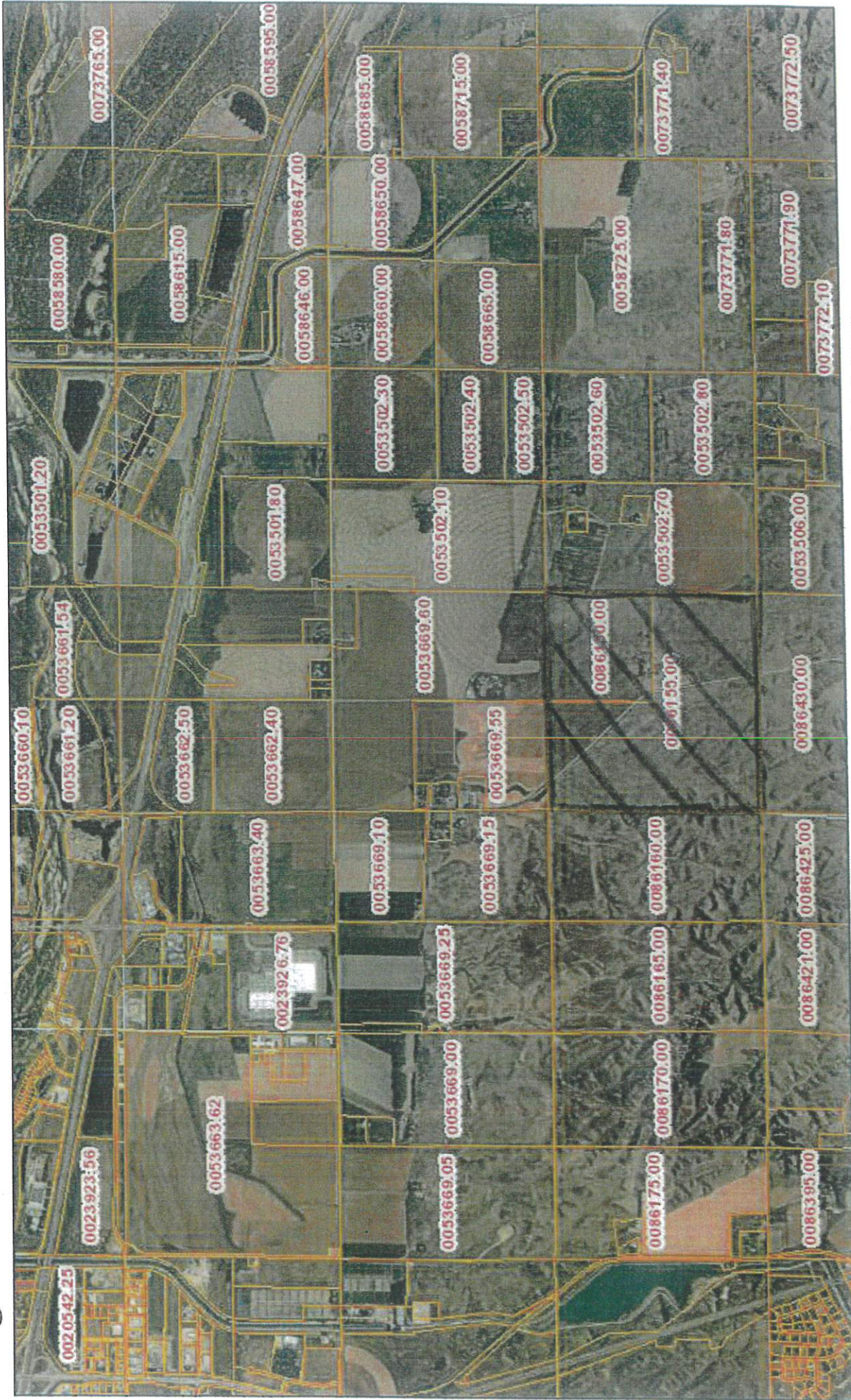
JUSTIFICATION

Questions 1 through 7 must be answered completely. On a separate sheet of paper, type out each question and answer.

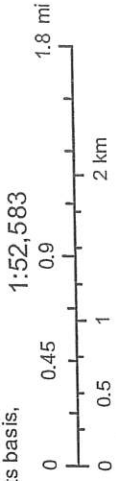
1. What use is to be made of the area in question? *Strip mine*
2. Explain the need for the proposed use in the area. *Fill dirt needed for Proposed Beef Packing plant.*
3. Will it be necessary to build a new structure or structures? *No.*
4. Will the proposed use increase traffic in the area? If so, will an increase in traffic be detrimental to the adjoining properties and are existing county roads adequate to carry an increase in traffic? (A signed statement from the Lincoln County Road Superintendent must be submitted as a part of question No. 4). *Yes, during the time of construction*
5. Is the area presently served by a similar type of zone and use? *No, this area is agricultural pasture ground*
6. How will surrounding property values be maintained or increased?
7. Explain in detail your intentions for the operation of the proposed Conditional Use Permit. This may include times of operation, maximum number of customers expected at one time, maximum number of vehicles expected at one time, percent of area to be used for retail, wholesale, service, and storage. Will all business activities be conducted inside a building or will part or all of the activities be conducted outside of a building? If so, what provisions will be provided to screen the area? Explain any other details that may help the Planning Commission determine if said Conditional Use Permit should be allowed in said area.

Number 7 answer:

The Intentions for the operation of this 'Conditional Use Permit' are to provide the earthen material that will be required to construct the proposed Sustainable Beef Packing Plant located on Road 56G one mile north of Interstate 80. This property will serve as one of the two borrow pits required to provide material to the project site in order to raise the elevation of the existing ground to an elevation that promotes positive drainage, built to an approved design, and safeguarded from any potential flooding occurrence. The hours of operation for loading trucks and transporting the fill material will normally be from 7:00 am – 6:30 pm on a Monday – Friday schedule unless it is deemed necessary to work a Saturday due to lost days in the week to weather. The process will be to load trucks at this location, then they will proceed transporting the material to the project by accessing the Old Hwy 83 north to East State Farm Road for one mile before turning north on 56G to their project access point one mile north of I-80. This borrow hauling process may and will involve 20-25 semitrucks pulling side dump trailers from the borrow pit to the project daily. Traffic control signs will be installed alerting motorists of the heavier than normal semitruck traffic and all efforts will be made to keep dust down from this traffic. Since the entire haul route is on hard surfacing dust control should not be a major concern compared to what a county road would warrant, but dust and overall traffic flow will be monitored throughout each day. The point of ingress and egress from the borrow pit will be signed appropriately to inform the travelling public of trucks entering and exiting this site along with ongoing brooming of dirt or tracking onto the hard surfacing at such point of entrance. The borrow pit being submitted for a Conditional Use Permit will be exclusively used for the construction of the Sustainable Beef Packing Plant and the duration of the construction which is estimated to be up to one year. There will be no permanent or temporary facilities constructed on the site. A fuel transport will be on site which will comply to all specifications and regulations concerning fuel storage. Portable restrooms will be on site along with a pull behind trailer which stores project materials will also be on site when required. Erosion control measures will be installed prior to any excavation and the best practices in controlling any erosion will be installed if required as the project progresses. There will be no adverse conditions upon any neighboring residences or property. This property being submitted for approval has no retail, wholesale, servicing, or typical storage usage, it is completely for the purpose of yielding earthen material as borrow dirt to facilitate the needs for the construction of the Sustainable Beef Packing Plant design.

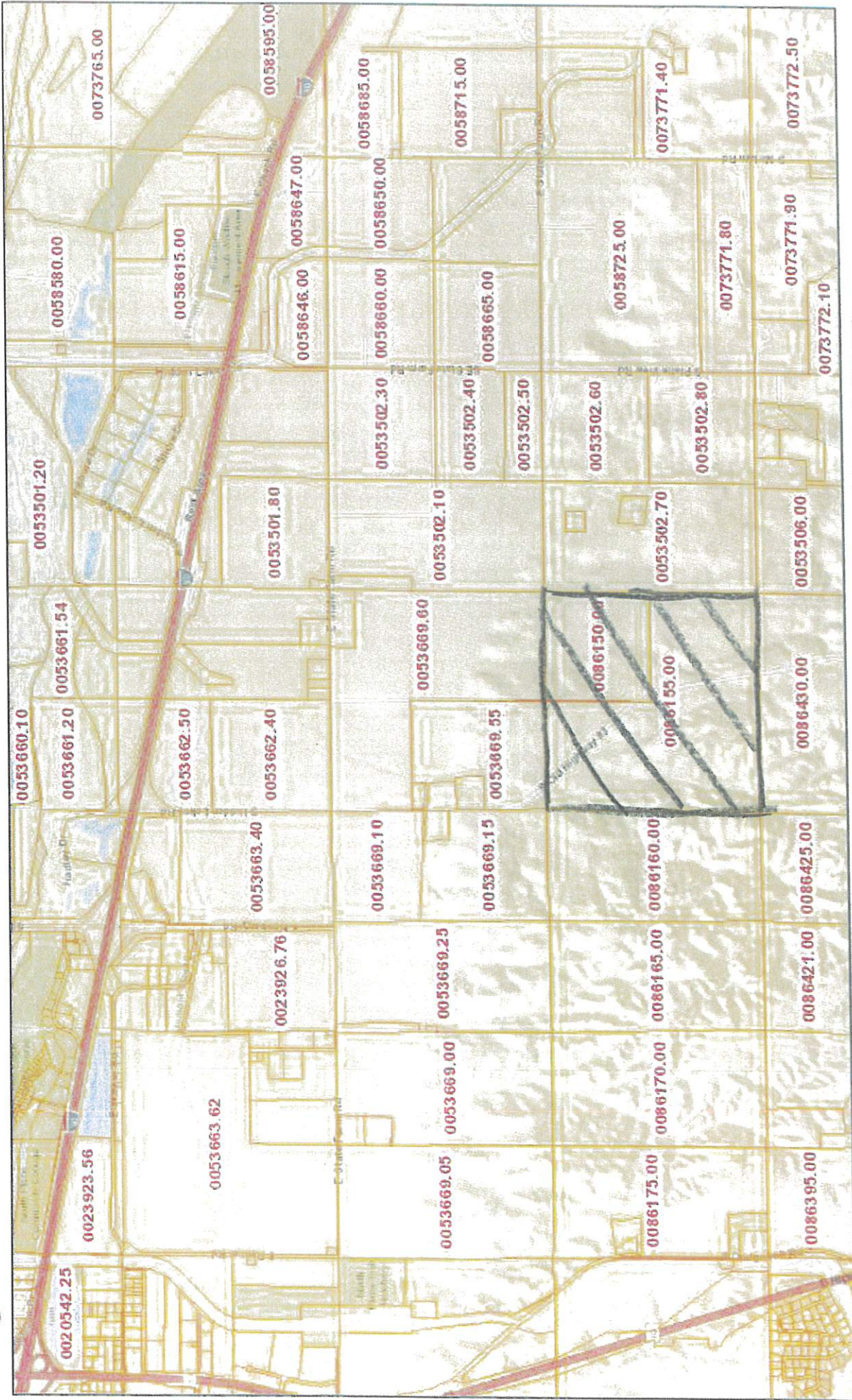


DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.



August 26, 2022

Parcels
Sections



1:52,583

1.8 mi

0 0.45 0.9 1 2 km

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Parcels

Sections