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# City of Grand Island



**Tuesday, June 28, 2016**  
**Council Session Packet**

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**City Council:**

**Linna Dee Donaldson**  
**Michelle Fitzke**  
**Chuck Haase**  
**Julie Hehnke**  
**Jeremy Jones**  
**Vaughn Minton**  
**Mitchell Nickerson**  
**Mike Paulick**  
**Roger Steele**  
**Mark Stelk**

**Mayor:**

**Jeremy L. Jensen**

**City Administrator:**

**Marlan Ferguson**

**City Clerk:**

**RaNae Edwards**

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

### **Call to Order**

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

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

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**Invocation - Bishop Jared Noorlander, Church of Jesus Christ of Latter-day Saints, 212 West 22nd Street**

**Pledge of Allegiance**

**Roll Call**

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### **A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS**

Individuals who have appropriate items for City Council consideration should complete the Request for Future Agenda Items form located at the Information Booth. If the issue can be handled administratively without Council action, notification will be provided. If the item is scheduled for a meeting or study session, notification of the date will be given.

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

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



# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item E-1

**Public Hearing on Request from B & R Stores, Inc. dba Super Saver 28, 710 West State Street for a Class “C” Liquor License**

*Council action will take place under Consent Agenda item G-7.*

Staff Contact: RaNae Edwards

# Council Agenda Memo

**From:** RaNae Edwards, City Clerk

**Meeting:** June 28, 2016

**Subject:** Public Hearing on Request from B & R Stores, Inc. dba Super Saver 28, 710 West State Street for a Class “C” Liquor License

**Presenter(s):** RaNae Edwards, City Clerk

## Background

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

### **Declared Legislative Intent**

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

## Discussion

B & R Stores, Inc. dba Super Saver 28, 710 West State Street has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

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



Also submitted with the application was a request from James Goodman, 2716 Apache Road for a Liquor Manager Designation.

Staff recommends approval of the application contingent upon final inspections and Liquor Manager Designation for James Goodman contingent upon completing a state approved alcohol server/seller training program.

### **Alternatives**

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

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

### **Recommendation**

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

### **Sample Motion**

Move to approve the application for B & R Stores, Inc. dba Super Saver 28, 710 West State Street for a Class "C" Liquor License contingent upon final inspections and Liquor Manager Designation for James Goodman, 2716 Apache Road contingent upon completion of a state approved alcohol server/seller training program.

06/10/16  
15:11

Grand Island Police Department  
LAW INCIDENT TABLE

Page: 450  
1

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City : Grand Island
Occurred after : 10:54:57 06/10/2016
Occurred before : 10:54:57 06/10/2016
When reported : 10:54:57 06/10/2016
Date disposition declared : 06/10/2016
Incident number : L16061169
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 710 State St W
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number : RaNae
Geobase address ID : 47471
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status :

```

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	80707	06/10/16	Goodman, Tracy D	James' Wife
NM	98360	06/10/16	Goodman, James D	Liquor Manager
NM	112538	06/10/16	Raybould, Jane M	Vice President
NM	117863	06/10/16	Raybould, Patrick R	President
NM	117864	06/10/16	Chung, Janet C	Patrick's Wife
NM	117871	06/10/16	Raybould, Michael W	Vice President
NM	117872	06/10/16	Raybould, Willa M	Michael's Wife
NM	117875	06/10/16	Herrero, Jose M	Jane's Husband
NM	210755	06/10/16	Super Saver,	Business Involved

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT12	LT12 Grocery/Supermarket	

LAW INCIDENT NARRATIVE:



06/10/16  
15:11

Grand Island Police Department  
LAW INCIDENT TABLE

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Page: 2

The new Super Saver located at 710 W. State Street is seeking a Class C (beer, wine, distilled spirits, on and off sale) Corporate Retail Liquor License. James Goodman is applying to be the liquor manager.

LAW INCIDENT RESPONDERS DETAIL:

Seq Responding offi Unit n Unit number

-----  
1 Vitera D 318 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq Name

Date

-----  
1 Vitera D 11:05:56 06/10/2016



06/10/16  
15:11

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 3

318-

Grand Island Police Department  
Supplemental Report

Date, Time: Fri Jun 10 11:06:08 CDT 2016  
Reporting Officer: Vitera  
Unit- CID

The new Super Saver located at 710 W. State Street is seeking a Class C (beer, wine, distilled spirits, on and off sale) Corporate Retail Liquor License. The on sale portion of the license states that it is for "promotional tastings only." James Goodman is applying to be the liquor manager.

The corporation is called B & R Stores and is comprised of the following members: Patrick Raybould and his wife Janet Chung, Jane Raybould and her husband Jose Herrero, Michael and Willa Raybould, Clara Herrero and her husband Micah Kevin Goldman, Gabriel Herrero and his wife Marie Casciari, Ryan and Brooke Raybould, Jullien Raybould and her husband Michael S. Staples, Jordan Raybould, Alison Raybould, Bret Raybould, B & R Stores Inc. Trustee (employee trust), and Raybould Family "IDGT" Trust. According to the application, B & R Stores Inc. has liquor licenses at thirteen stores which are either Super Saver or Russ's Market located in Omaha, Lincoln, Grand Island, Hastings, and Columbus.

Since B & R Stores Inc. currently has thirteen other stores in Nebraska with a liquor license, and there are seventeen members of the corporation living at unknown locations; I am not going to run all of the members through NCJIS and compare those convictions with what the applicants disclosed on the application. I did, however, run all of the applicants through Spillman to see if there has been any local contact with any of them. I found some of the applicants in Spillman, but their only involvement was in 2006 from an investigation into the liquor license application for the Super Saver on 2nd Street.

Since none of the applicants have any involvements in Spillman other than the other Super Saver liquor license investigation, and no NCJIS checks were run, we will have to rely upon the applicants' fingerprint submissions to the State to see if there are any criminal issues that would preclude Super Saver from receiving a liquor license. Once again, with thirteen other stores in Nebraska that have liquor licenses, I doubt anything will show up.

On the manager application, James Goodman stated that he and Tracy have lived in Grand Island since at least 2002. James worked for Skagway from 1997 until 2015 when he started working for Super Saver. James disclosed one speeding ticket approximately twenty years ago. Tracy didn't disclose any convictions, and she also signed a Spousal Affidavit of Non-Participation form.

I checked James and Tracy through Spillman and NCJIS. Spillman has an entry for James and Tracy, but none of their involvements appear to be any kind of criminal conviction. I found two reports where they were mentioned when James was applying to be the liquor manager for Skagway stores. No convictions were found in NCJIS for James or Tracy. Neither James or Tracy have any outstanding warrants for their arrest, and they each have a valid Nebraska driver's license.

All in all, it doesn't appear that any of the corporate owners live in Grand Island. They have thirteen other stores in Nebraska with liquor licenses

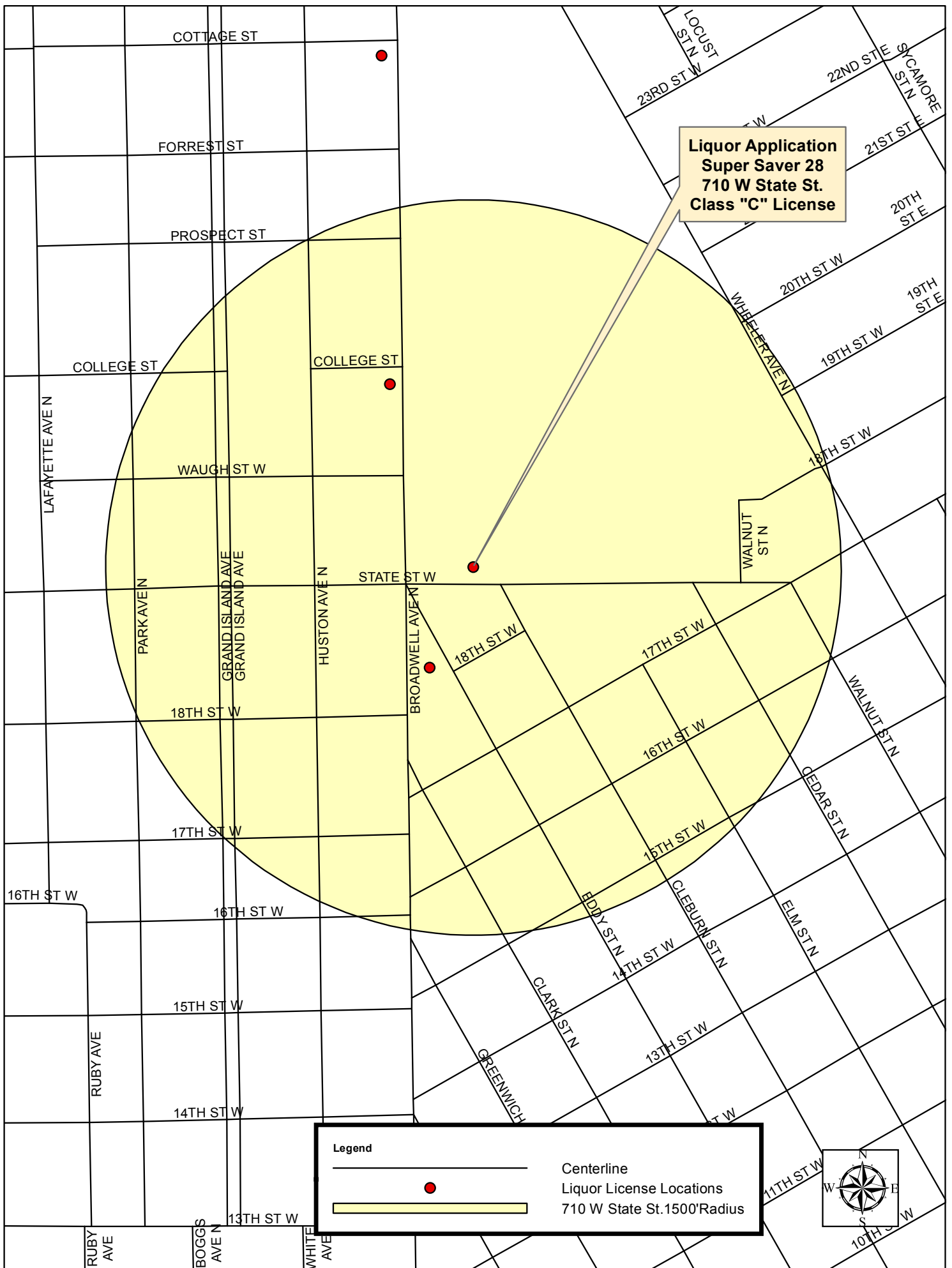


06/10/16  
15:11

Grand Island Police Department  
LAW INCIDENT TABLE

450  
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including one in Grand Island. The location of their new store in Grand Island is on property where Skagway used to have a liquor license. The liquor manager (James Goodman) for the store has plenty of experience from working at Skagway and being their liquor manager, and he has no criminal history in the State of Nebraska after living here for many years.





# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item E-2

### **Public Hearing on Acquisition of Utility Easement - 315 N Washington Street (J & B Rentals, LLC)**

*Council action will take place under Consent Agenda item G-12.*

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

# Council Agenda Memo

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** June 28, 2016

**Subject:** Public Hearing Concerning Acquisition of Public Utility Easement at 315 N Washington Street (J & B Rentals, LLC)

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

## Background

Council action is necessary for the City of Grand Island to acquire a public utility easement.

## Discussion

To accommodate access to an existing sanitary sewer main between South Front Street and 3<sup>rd</sup> Street; Washington Street to Lincoln Avenue a public utility easement is needed. The proposed easement is ten (10) feet wide and is shown on the attached sketch.

## Alternatives

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

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

## Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve the Resolution for the acquisition of the public utility easement.

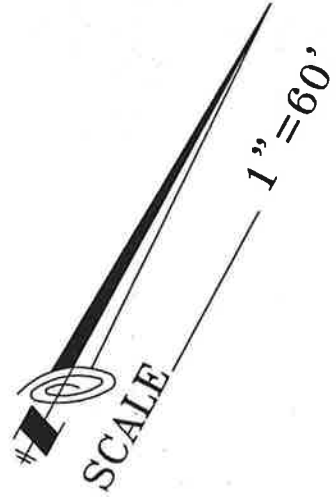
## Sample Motion

Move to approve the acquisition of the public utility easement.

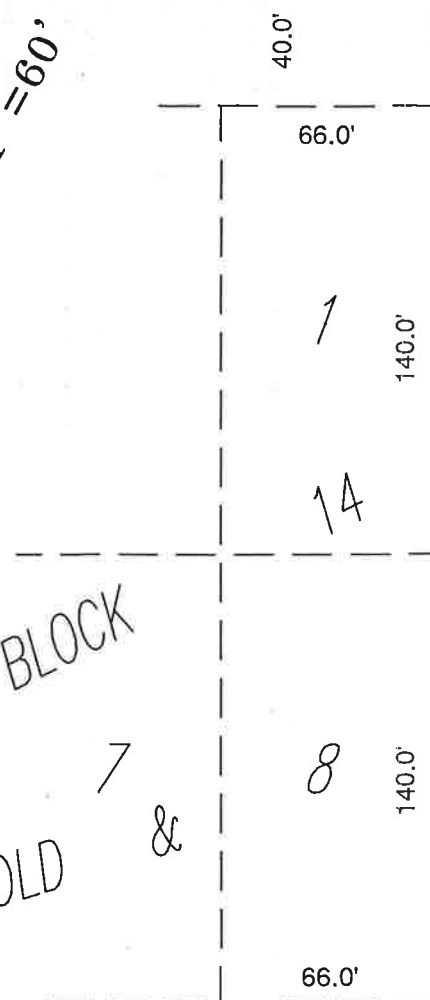


U. P. R. R. RIGHT OF WAY

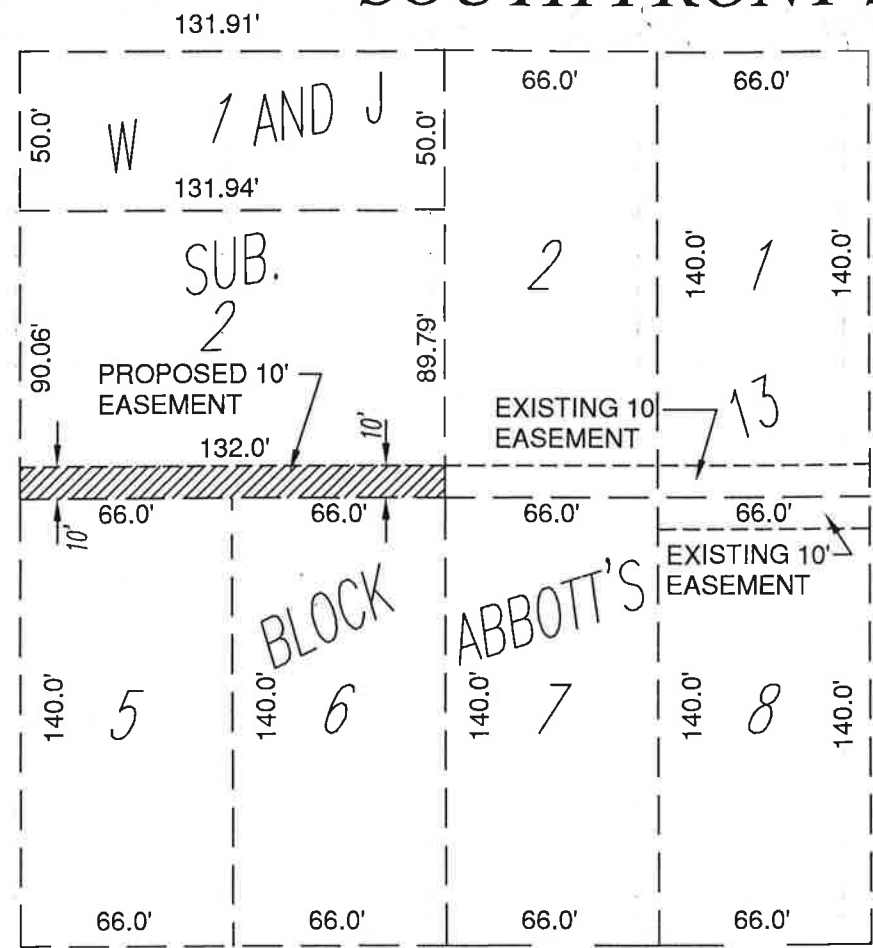
# SOUTH FRONT STREET



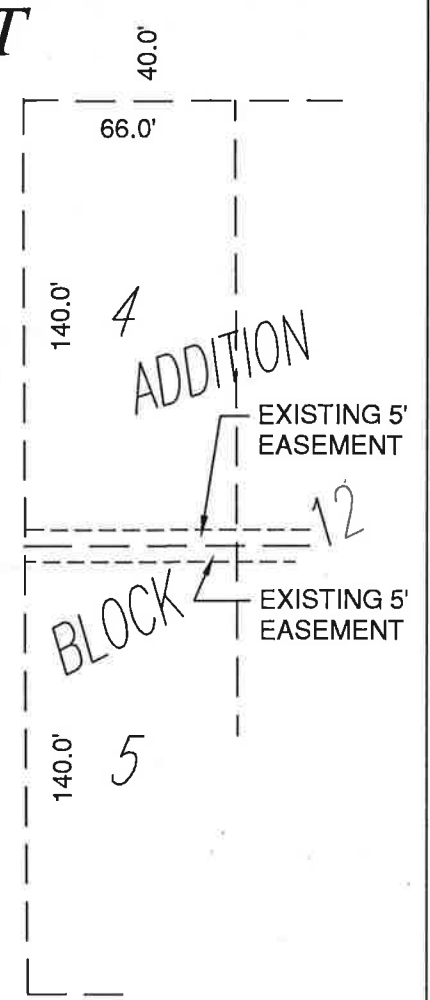
BLOCK  
7 &  
8



WASHINGTON STREET



LINCOLN AVENUE



# 3RD STREET

# EXHIBIT

BENJAMIN & ASSOCIATES, INC. - ENGINEERS & SURVEYORS

P. O. Box 339 - Grand Island, Nebraska 68802-0339

SCALE: 1" = 60'

May 9, 2016

SHEET 2 OF 2



# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item E-3

### **Public Hearing on Acquisition of Utility Easement - 905 S. Locust Street (Gosda Car Wash)**

*Council action will take place under Consent Agenda item G-9.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** June 28, 2016

**Subject:** Acquisition of Utility Easement – 905 S. Locust Street –  
Gosda Car Wash

**Presenter(s):** Timothy Luchsinger, Utilities Director

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Gosda Car Wash, LLC, located through a part of Lot Seven (7), Block Fifteen (15), South Grand Island Addition to the City of Grand Island, Hall County, Nebraska (the Southeast corner of 905 S. Locust Street), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

Gosda Car Wash is remodeling and upgrading their facilities. This easement will be used to provide access for the placement, operation, and maintenance of the high voltage underground power line, pad-mounted transformer and appurtenances.

## **Alternatives**

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.



80'

PHOENIX AVENUE

LOCUST STREET

WESTLY LINE OF LOT 7, BLOCK 15,  
SOUTH GRAND ISLAND ADDITION

LOT 8 SOUTH

NORTHERLY LINE OF LOT 7, BLOCK 15,  
SOUTH GRAND ISLAND ADDITION

LOT 7

GRAND

EASTERLY LINE OF LOT 7, BLOCK 15,  
SOUTH GRAND ISLAND ADDITION

BLOCK 15

ISLAND

SOUTHERLY LINE OF LOT 7, BLOCK 15,  
SOUTH GRAND ISLAND ADDITION

LOT 6

LOT 3

LOT 5

ADDITION

LOT 4

80'

DELAWARE

AVENUE

LEGEND



INDICATES 20' x 20' WIDE  
UTILITY EASEMENT

CITY OF  
**GRAND ISLAND**

UTILITIES DEPARTMENT

**EXHIBIT "A"**

DRN BY: K.J.M.

SCALE: 1" = 50'

DATE: 5/20/2016

FILE: SOUTH G.I.



# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item E-4

**Public Hearing on Redevelopment Plan for CRA Area 19 located at the Northeast Corner of US Highway 34 and South Locust Street (Talon Apartments, Inc.)**

*Council action will take place under Resolution item I-1.*

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Chad Nabity, AICP  
**Meeting:** June 28, 2016  
**Subject:** Site Specific Redevelopment Plan for CRA Area 19  
**Presenter(s):** Chad Nabity, AICP CRA Director

## Background

In 2016, the Grand Island City Council declared property referred to as CRA Area 19 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation including demolition, landscaping and parking. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, and drainage.

Talon Apartments has made an offer and intend to purchase property and has submitted an application for Tax Increment Financing to aid in the construction of 288 Apartments north of U.S. Highway 34 and east of Locust Street (Lot 3 of Vanosdall Second Subdivision). Staff has prepared a redevelopment plan for this property consistent with the TIF application.

The CRA reviewed the proposed development plan on May 11, 2016 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on June 1, 2016. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on June 1, 2016. The Planning Commission approved Resolution 2016-04 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island.

## Discussion

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

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area 19 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan amendment specifies that TIF will be used to offset allowed costs for acquisition of this property, grading, site work, utility extensions, and paving along with planning architecture and engineering for development of apartments at this site. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for an eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. There are a minimum of \$5,620,334 of identified expenses eligible for Tax Increment Financing associated with the proposed redevelopment plan amendment. The bond for this project will be issued for a period of 15 years for each phase of the development and will end upon final payment of the bond principal and any associated interest. The proposed bond for this project will be issued for the expected TIF proceeds for the 15 year period of \$4,473,120.

### **Alternatives**

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

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

### **Recommendation**

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

### **Sample Motion**

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment  
Grand Island CRA Area 19  
May 2016**

**The Community Redevelopment Authority (CRA) of the City of Grand Island intends to adopt a Redevelopment Plan for Area 19 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific project in Area 19.**

**Executive Summary:**

**Project Description**

THE REDEVELOPMENT OF PROPERTY LOCATED NORTH OF U.S. HIGHWAY 34 (HUSKER HIGHWAY) AND EAST OF SOUTH LOCUST STREET (LOT 3 OF VANOSDALL SECOND SUBDIVISION) FOR USE THE CONSTRUCTION AND DEVELOPEMNT OF UP TO 288 APARTMENTS (8 BUILDINGS WITH 36 UNITS IN EACH BUILDING) INCLUDING ACQUISTION OF PROPERERTY AND NECESSARY INFRASTRUCTURE AND GRADING IMPROVEMENTS.

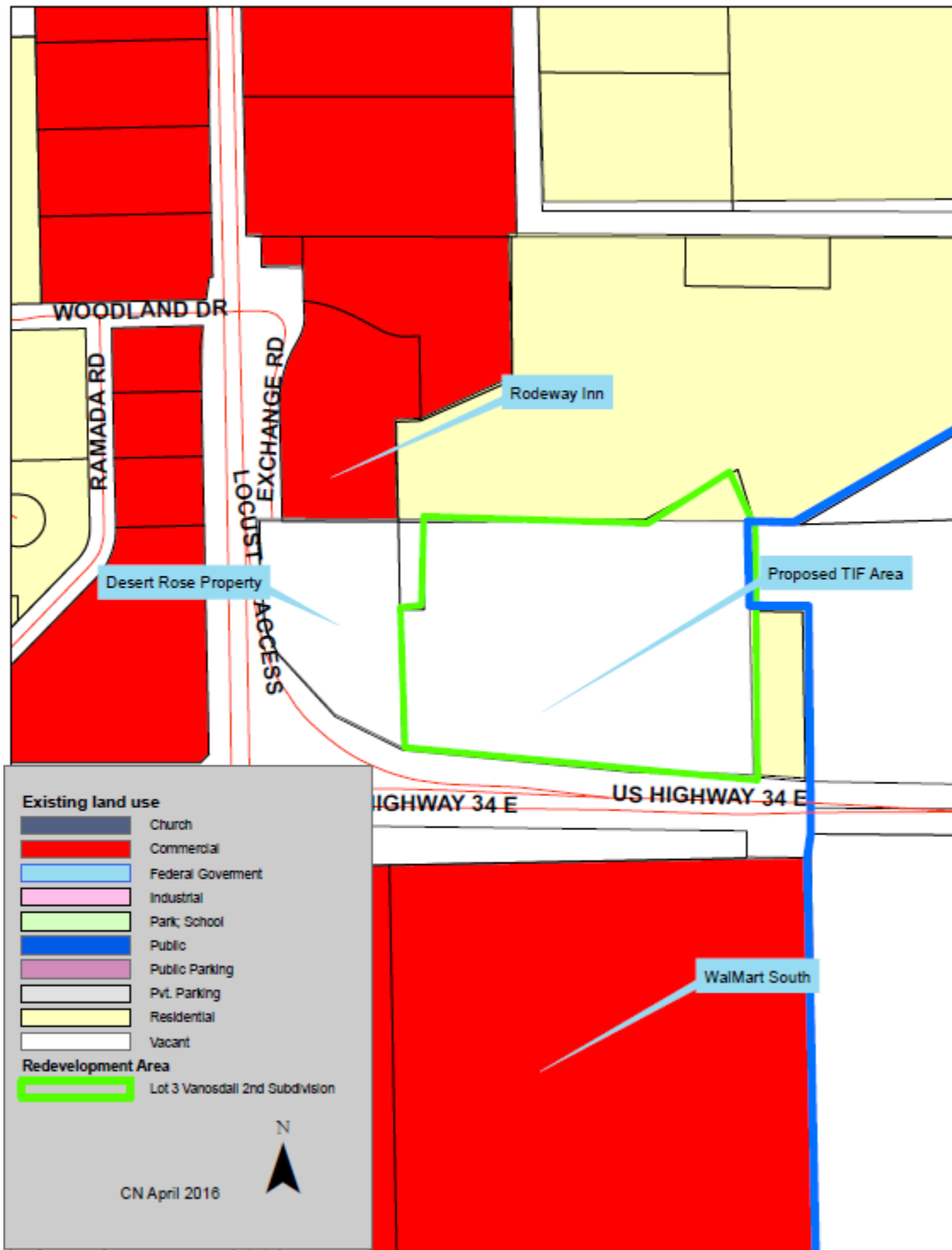
The use of Tax Increment Financing to aid in rehabilitation expenses associated with acquisition of property and necessary infrastructure and grading improvements to redevelop Lot 3 of Vanosdall Second Subdivision in the City of Grand Island. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project affordable. The project will result in the construction of a 288 apartments in southeast Grand Island, constituting the largest residential development south of Stolley Park Road and east of Blaine Street in more than 40 years. The cost of extending and connecting water, sanitary sewer and storm sewer makes developing this property at the southeast entrance to the City of Grand Island prohibitively expensive.

Talon Apartments has offered \$300,000 for the property and the offer has been accepted contingent upon the approval of Tax Increment Financing (TIF) available to offset the cost of the property and the necessary grading and infrastructure improvements to develop the property. Acquisition of property is an eligible TIF activity. The property is currently vacant with the exception of the concession stand and bathroom building that was there to support the ballfields that used to occupy this space. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the site work and remodeling. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period towards the allowable costs and associated financing for the acquisition and site work.

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



**Legal Descriptions:** Lot 3 Vanosdall Second Subdivision in Grand Island, Hall County, Nebraska.



**Existing Land Use and Subject Property**

**This plan amendment provides for the issuance of two TIF Notes, the proceeds of which will be granted to the Redeveloper. The tax increment to be captured will be captured in up to 4 phases, depending on the speed of the construction of apartments.**

**The tax increment will be captured for up to 15 tax years the payments for which become delinquent in years 2018 through 2032 inclusive or as otherwise dictated by the contract.**

**The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from the construction of apartment buildings at this location. Apartments are permitted in the current B2-AC General Business with an Arterial Commercial overlay. The developers have submitted a request for a change of zoning and approval of a development plan for an RD Residential Development zone.**

**Statutory Pledge of Taxes.**

In accordance with Section 18-2147 of the Act and the terms of the Resolution, the Authority hereby provides that any ad valorem tax on any Lot or Lots located in the Redevelopment Project Area identified from time to time by the Redeveloper (such Lot or Lots being referred to herein as a "Phase") as identified in a written notice from the Redeveloper to the Authority (each, a "Redevelopment Contract Amendment Notice") for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in the Redevelopment Contract Amendment Notice and reflected in a Redevelopment Contract Amendment, consistent with this Redevelopment Plan. Said taxes shall be divided as follows:

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

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

Pursuant to Section 18-2150 of the Act, the ad valorem tax so divided is hereby pledged to the repayment of loans or advances of money, or the incurring of any indebtedness, whether funded, refunded, assumed, or otherwise, by the CRA to finance or refinance, in

whole or in part, the redevelopment project, including the payment of the principal of, premium, if any, and interest on such bonds, loans, notes, advances, or indebtedness.

Redevelopment Plan Amendment Complies with the Act:

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

**1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on February 23, 2016.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.**

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to acquire extend utilities and infrastructure for uses permitted on this property as defined by the current and effective zoning regulations.

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

***a. Land Acquisition:***

This Redevelopment Plan for Area #19 provides and anticipates real property acquisition by the developer. There is no proposed acquisition by the authority.

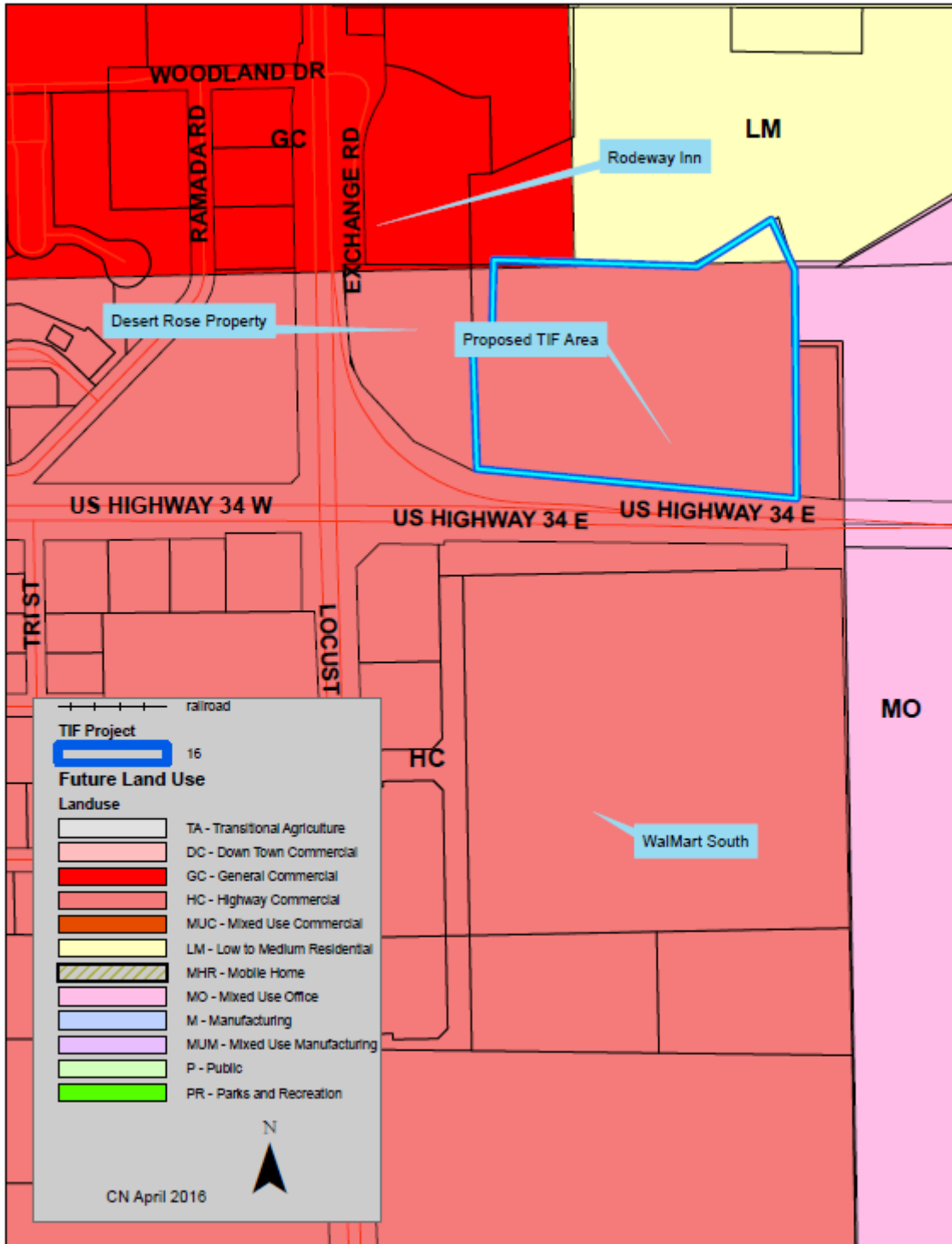
***b. Demolition and Removal of Structures:***

The project to be implemented with this plan does require and provide for the demolition and removal existing structures on this property. The existing structure is a concession stand and bathroom facility that was built to support ball fields that have not been used in more than 15 years.

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

See the attached map from the 2004 Grand Island Comprehensive Plan. The area immediately to the north this property is planned for low to medium density residential, generally a density of 14 dwelling units per acre or less. The subject property is separated from the property to the north by a lake. The property to the south is planned and zoned for commercial development, Walmart is located there. The property to the west is vacant and available for commercial development. This property to the contains a

single family residence and a farm residence it is planned for medium density residential to office uses and would allow a density of 42+ dwelling units per acre.. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]



City of Grand Island Future Land Use Map

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

The area is zoned B2-AC General Business with an Arterial Commercial Overlay. Apartment development at up to 42 dwelling units per acre is permitted within this zoning district. The developers are seeking to rezone the property to RD Residential Development zone a planned development that is commonly used for apartment complexes within the Grand Island Zoning jurisdiction. As part of the RD zone change and approval drainage from the proposed development will be considered, the primary drainage pattern is toward and into the lake to the north and that will be maintained. Internal streets and drives will be constructed to support the development of this property. Changes are likely, offsite, to the south and west along U.S. Highway 34 that include removal of the free right turn lane from U.S. Highway 34 west onto Locust Street north and the construction of a drive access across the former Desert Rose property to the west along the south side of Rodeway Inn. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

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

The developer is proposing to build on the site within the constraints allowed by both the current and the proposed zoning districts. [§18-2103(b) and §18-2111]

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

Water and sanitary are available to support this development. The developer will be responsible for extension of water and sanitary sewer necessary to serve this site. Development and extension of this infrastructure is one of the primary challenges for this site. Water is proposed to be extended from both the south (under U.S. Highway 34) and the west along the south edge of the Desert Rose property to complete a looped system capable of supporting the development and being extended to the east as additional development occurs along U.S. Highway 34. Sanitary sewer is proposed to be extended from the northwest corner of the lake along Midaro Drive along the east edge of the lake and onto the property. This sewer extension will increase the possibility of serving properties east of Midaro Drive toward Stuhr Road.

Electric utilities will be extended throughout the site to support the proposed development.

No other city utilities would be impacted by the development.

[§18-2103(b) and §18-2111]

**4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This property has been unused for several years, no relocation is contemplated or necessary. [§18-2103.02]**

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

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

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

The developer has a contract to purchase this property contingent on approval of the Tax Increment Financing. The cost this property is \$306,000 and would be a TIF eligible expense. Grading, demolition, storm water management, utility connections and extensions, landscaping and similar site improvements are estimated at \$3,144,526. Planning related expenses for Architecture, Engineering, Planning services and permitting of \$2,169,808 and are included as a TIF eligible expense. Legal, Developer and Audit Fees including a reimbursement to the City and the CRA of \$50,000 are included as TIF eligible expense. The total of eligible expenses for this project is \$5,620,334.

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$4,473,120 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest according to the approved contract.

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

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

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

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

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

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring elements of blighted conditions including vacant and underutilized building sites.

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

Development of this project is anticipated to be completed between July 2016 and December of 2020. The developers anticipate building two building (72 units) in each phase of this development. All four phases could be completed within 2 years or depending on market absorption could take as long as 1 or 2 years per phase. Excess valuation should be available for this project for 15 years on each phase of this project beginning with the 2018 tax year.

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

This space has been vacant and underutilized for a number of years and has not sold or redeveloped even with aggressive marketing by the owner. When Walmart opened in 2004 there was a hope that development along this corridor would increase, that has not happened. The costs to extend sewer and water to this property are extremely high due to the highway on the south side of the property and the lake on the north side of the property and the location of those utilities. The extension of sewer and water to this property will allow for increased service territory for those utilities to the east of this property. A 2004 plan for South Locust by RDG Planning and Design of Omaha suggested apartment development at this location.

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

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

**Project Sources and Uses.** Approximately \$4,473,120 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority

will be required to complete the project. This investment by the Authority will leverage \$22,553,966 in private sector financing; a private investment of \$5.04 for every TIF and grant dollar investment.<sup>1</sup> See the Attached Source and Uses of Funds Chart

**Tax Revenue.** The property to be redeveloped is anticipated to have a January 1, 2016, valuation of approximately \$300,000. Based on the 2015 levy this would result in a real property tax of approximately \$6,629. It is anticipated that the assessed value will increase by \$13,635,485 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$298,208 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for the period of the TIF contract or the time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2016 assessed value:	\$ 300,000
Estimated value after completion	\$ 13,935,485
Increment value	\$ 13,635,485
Annual TIF generated (estimated)	\$ 298,208
TIF bond issue (Not to exceed)	\$ 4,473,120

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

The redevelopment project area currently has an estimated valuation of \$300,000. The proposed redevelopment will create additional valuation of \$13,635,485. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

No additional public service needs have been identified. Existing water and waste water facilities will not be negatively impacted by this development. The electric utility has sufficient capacity to support the development. This development since it is housing may have an impact on Grand Island Public Schools. This property is in the Star Elementary School area and the new Star is under construction and will be completed before this project is completed. Fire and police protection are available and should not be negatively impacted by this development.

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

This will have minimal impact on employers or employees within the redevelopment project area. Although it will increase housing choices in southeast Grand Island and

---

<sup>1</sup> This does not include any investment in personal property at this time.



may positively impact recruitment of employees for businesses located in this part of the community.

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

This project will not have a negative impact on other within the Grand Island area.

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

This project will be the first large scale housing project in southeast Grand Island in more than 20 years. It should encourage the development of additional retail in close proximity to the apartments.

### **Time Frame for Development**

Development of this project is anticipated to be completed during between July of 2016 and December of 2020. The base tax year should be calculated on the value of the property as of January 1, in the year prior to the year of the division of taxes for each Phase. Excess valuation should be available for this project for 15 years beginning in 2017 with taxes due in 2018 actual dates will be set within the contract as to Phase #1. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years on each phase of the development or an amount not to exceed \$4,473,120 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the rehabilitation the developer will spend up to \$5,620,334 on TIF eligible expenses as part of this development.

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

PROJECT REDEVELOPER INFORMATION

Business Name: Talon Apartments  
Business Address: 1201 Allen Drive #240  
Grand Island, NE 68803  
Business Telephone: 308.390.7203  
Business Email: phsotto@gmail.com

Business Contact: Mark Otto

Brief Description of Applicant's Business: Applicant has experience in various real estate endeavors including multi-family residential rentals.

Present Ownership Proposed Project Site:

Wayne Vanosdall Sanitation Service Inc.  
P.O. Box 1284  
Grand Island NE 68802-1284

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

1. Square footage per building - 10,850 per floor  
Total 3 floors (building) – 30,255  
Total project – 242,040  
Total garage square footage -
2. Size of Property – 466,963 Sq. Ft
3. Description of buildings/materials – Wood frame; vinyl siding and windows; composite shingles; laminate countertops; all electric HVAC and water; fire sprinkled.
4. Copy of Site Plan (See Exhibit A)

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land:	\$306,000
B. Building:	\$

Construction Costs:

A. Renovation or Building Costs:	\$20,304,752
B. On-Site Improvements:	\$ 3,161,778

Soft Costs:

A. Architectural & Engineering Fees:	\$ 703,147
B. Financing Fees:	\$ 25,000
C. Legal/Developer/Audit Fees:	\$1,436,664
D. Contingency Reserves:	\$ 622,744
E. Other (please specify) – Building Permits	\$ 80,000

TOTAL COSTS \$26,640,085

TOTAL ESTIMATED MARKET VALUE AT COMPLETION: \$19,484,580

Source of Financing:

A. Developer Equity:	\$ 5,328,017
B. Commercial Bank Loan:	\$ 16,533,593
C. Tax Credits:	
1. N.I.F.A.	\$
2. Historic Tax Credits	\$
D. Industrial Revenue Bonds:	\$
E. Tax Increment Assistance:	\$ 4,778,475
F. Other:	\$

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

ARCHITECT: Stephen Granger  
1120 Sherman Court  
North Platte, NE 69101  
Stephen@grangerarc.com

ENGINEER: Matt Rief – Olson Associates  
201 E. 2<sup>nd</sup>  
P.O. Box 1072  
Grand Island, NE 68802  
308.384.8750 (phone) 308.384.8752 (fax)  
mrief@olsonassociates.com

GENERAL CONTRACTOR: Mark Otto  
1603 Coventry Lane  
Grand Island, NE 68801  
308.390.7203  
phsotto@gmail.com

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

\$47,345.43 per unit x 288 Units = \$13,635,485  
Land Value \$300,000  
Taxable Value Land and Buildings = \$13,935,485  
Tax Increment \$13,635,485 x .021870\* = \$298,208

\*this mill levy rate was determined based on fully developed adjacent land

Project Construction Schedule:

- A. Construction Start Date: June 10, 2016
- B. Construction Completion Date: March 1, 2020
- C. If Phased Project:
  - March 1, 2017 25%
  - March 1, 2018 25%
  - March 1, 2019 25%
  - March 1, 2020 25%

XII. Please See Attached Construction Pro Forma (Exhibit B)

XIII. Please See Attached Income & Expense Pro Forma (With Appropriate Schedules):  
(Exhibit C)

**TAX INCREMENT FINANCING REQUEST INFORMATION**

Describe Amount and Purpose for Which Tax Increment funding is Requested: We are requesting \$4,473,120. See attachment of expenditures (Exhibit B).

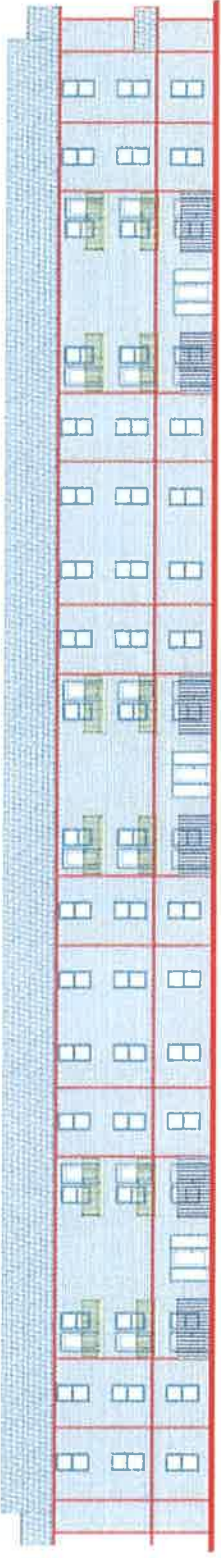
Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing for Proposed Project:

The market value of the finished project at completion compared to the cost to build is deficient by almost \$7,200,000. The reason for this is, this site offers more obstacles to develop than potentially any site in town. The Sanitary is across the lake, water is not at the location, and there is not a proper access. It is by all purposes an in-lot. Yet it is located at the entrance point to Grand Island on the South Locust Corridor which has consistently shown its inability to grow in population and therefore business.

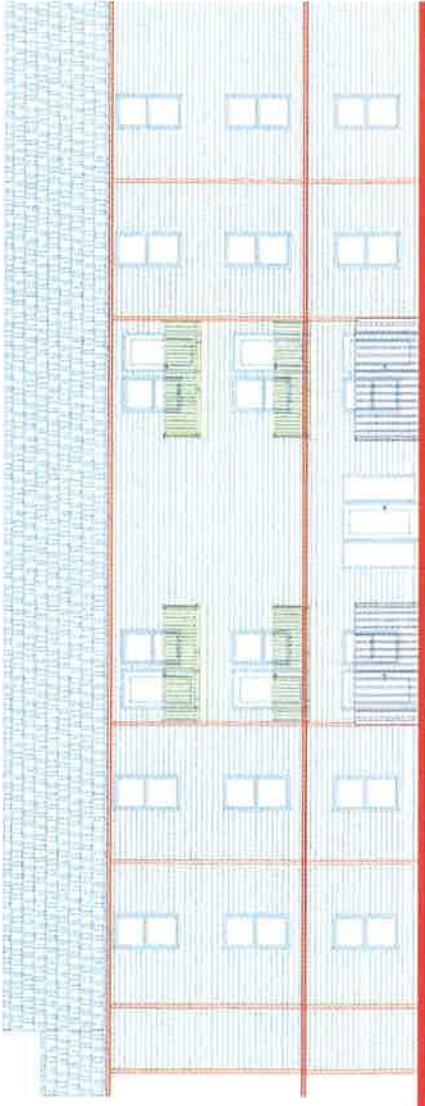
Municipal and Corporate References (if applicable). Please identify all other Municipalities, and other Corporations the Applicant has been involved with, or has completed developments in, within the last five (5) years, providing contact person, telephone and fax numbers for each:  
Pending -- available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

XIV. Please Attach Applicant's Corporate/Business Annual Financial Statements for the Last Three Years: N/A – New entity

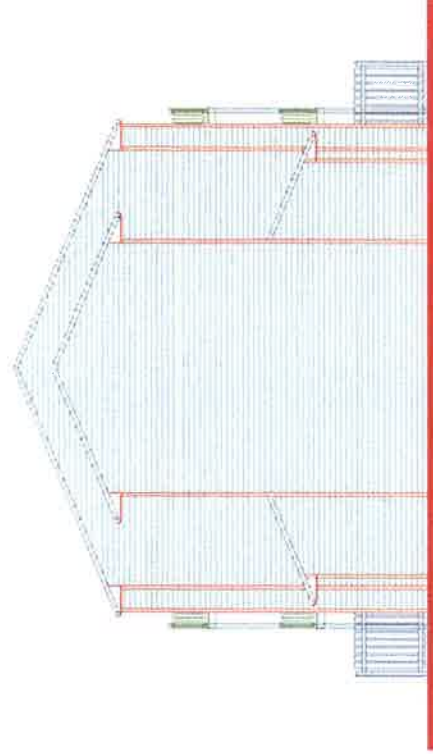
Post Office Box 1968  
Grand Island, Nebraska 68802-1968  
Phone: 308.385.5240  
Fax: 308.385.5423  
Email: cnabity@grand-island.com



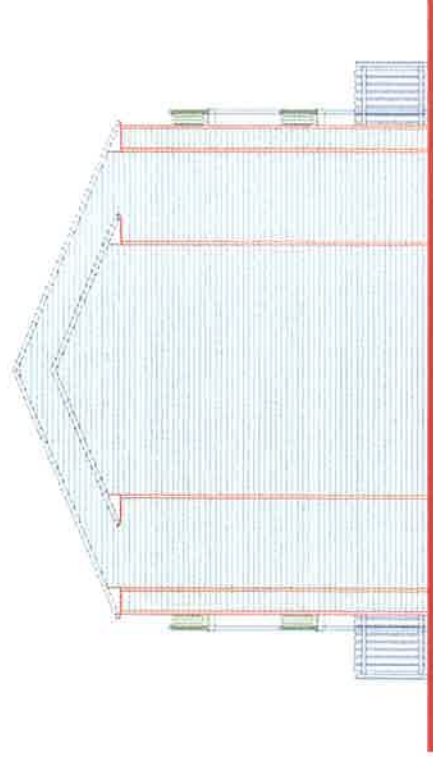
FULL ELEVATION



LARGE ELEVATION

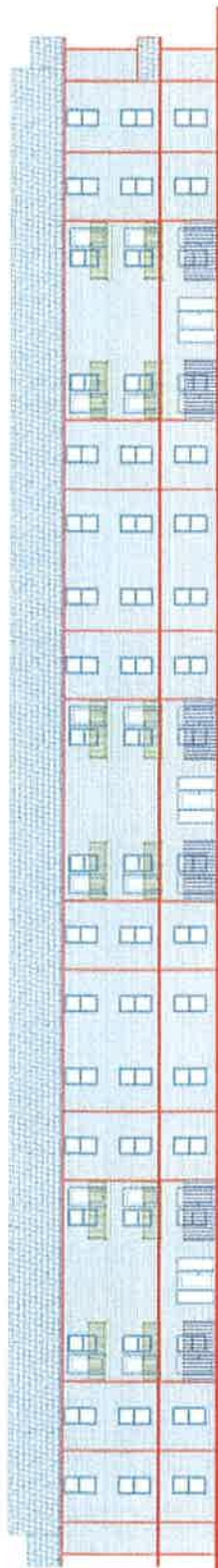


END ELEVATION

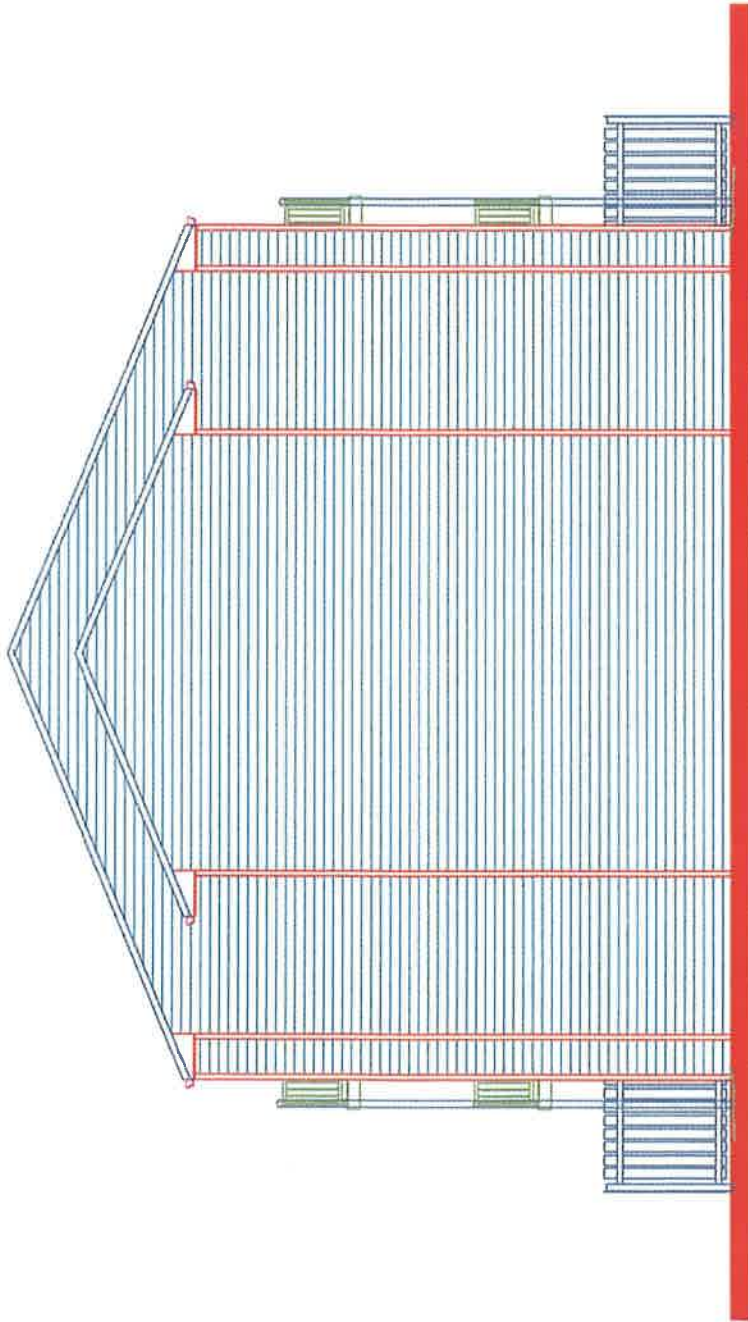


END ELEVATION

Exhibit A

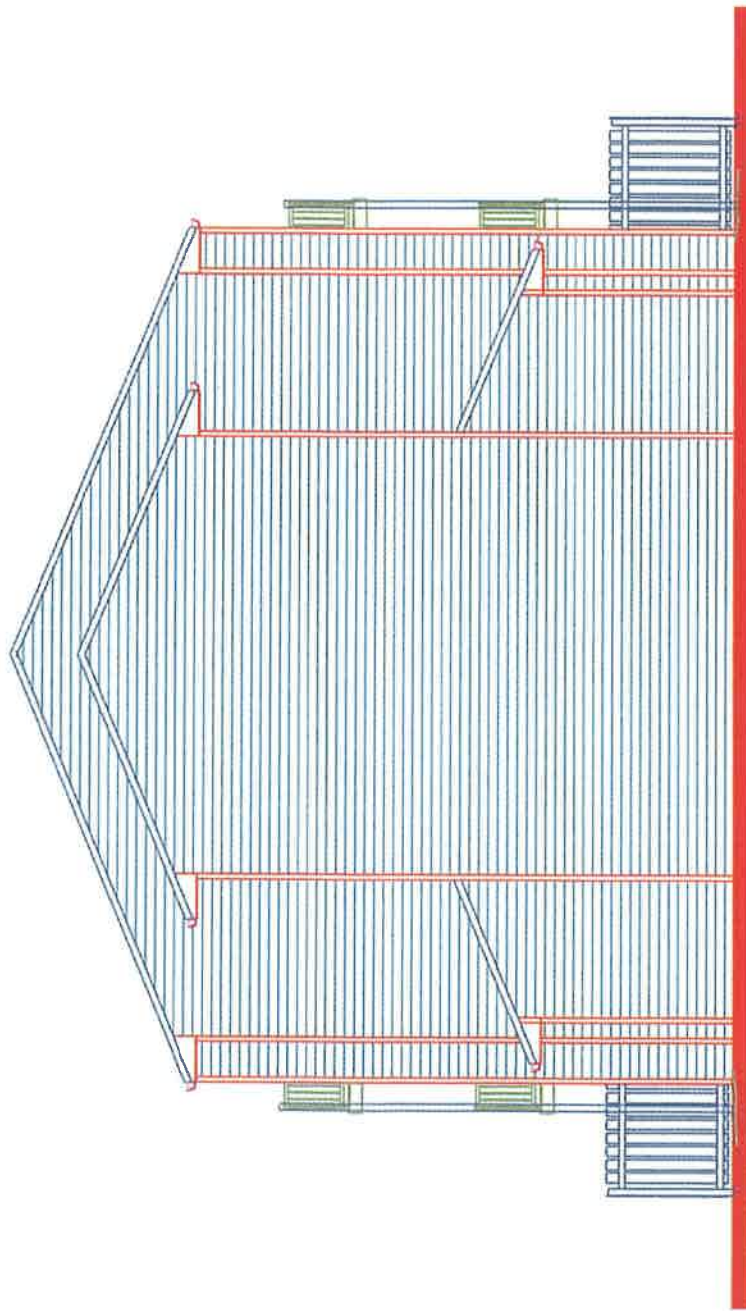


# Exhibit A

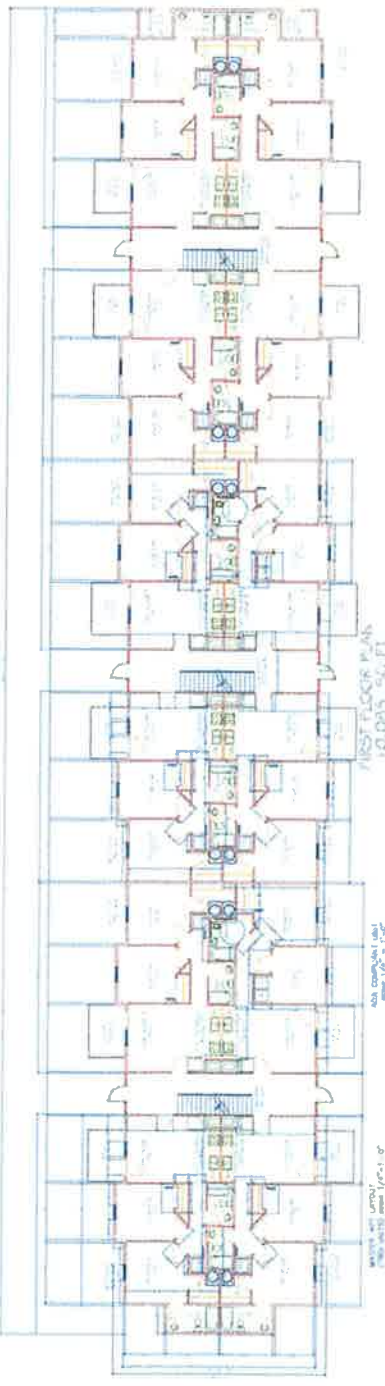


# Exhibit A

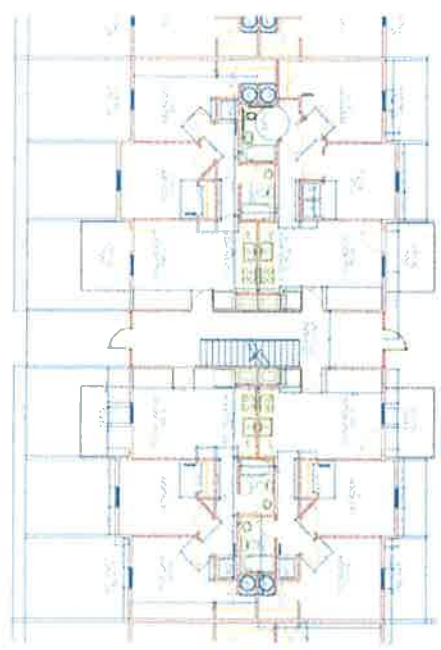




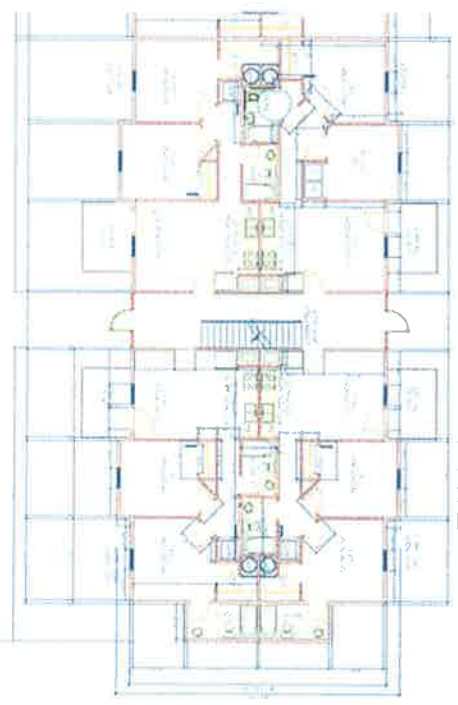
## Exhibit A



**FULL FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

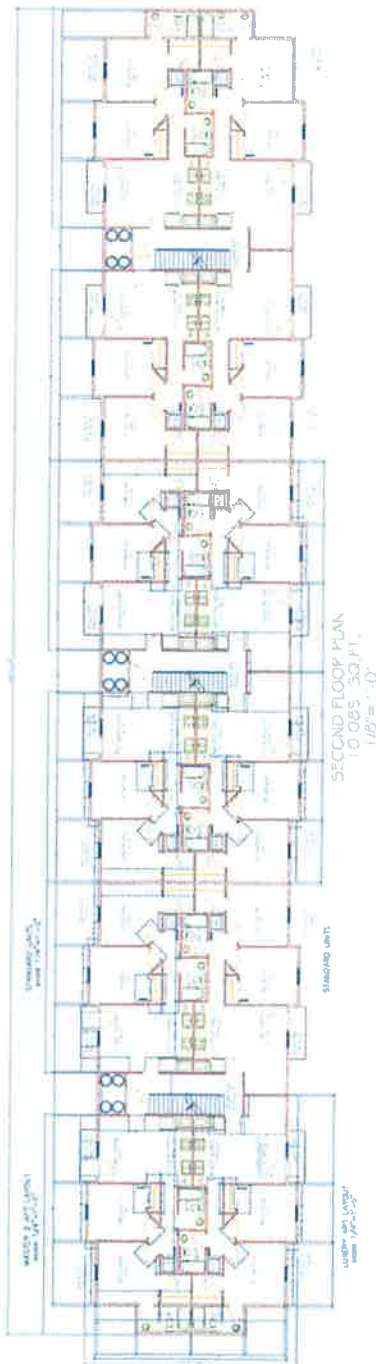


**CENTER SECTION FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

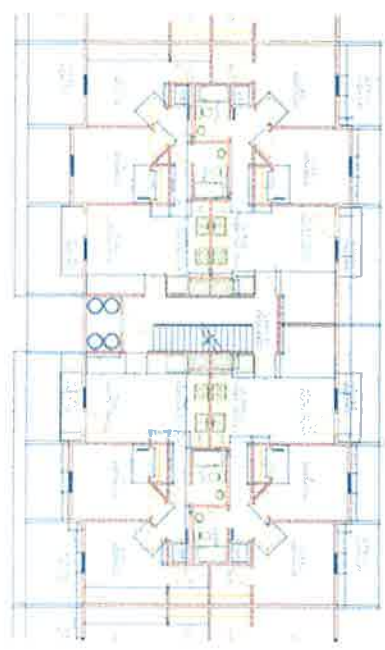


**LEFT SECTION FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

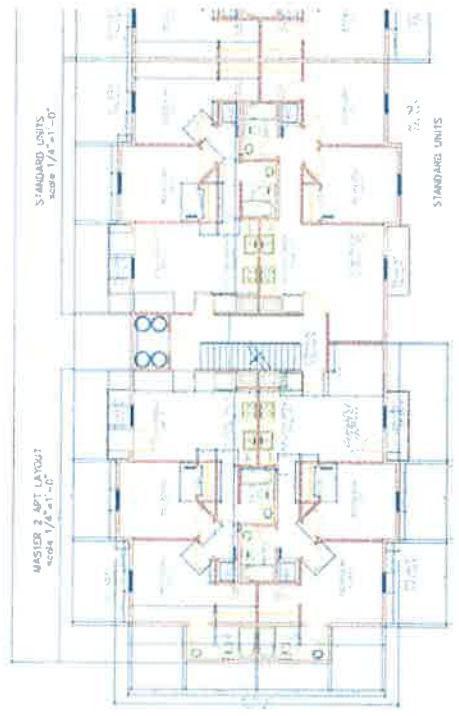
**Exhibit A**



**FULL FLOOR PLAN**

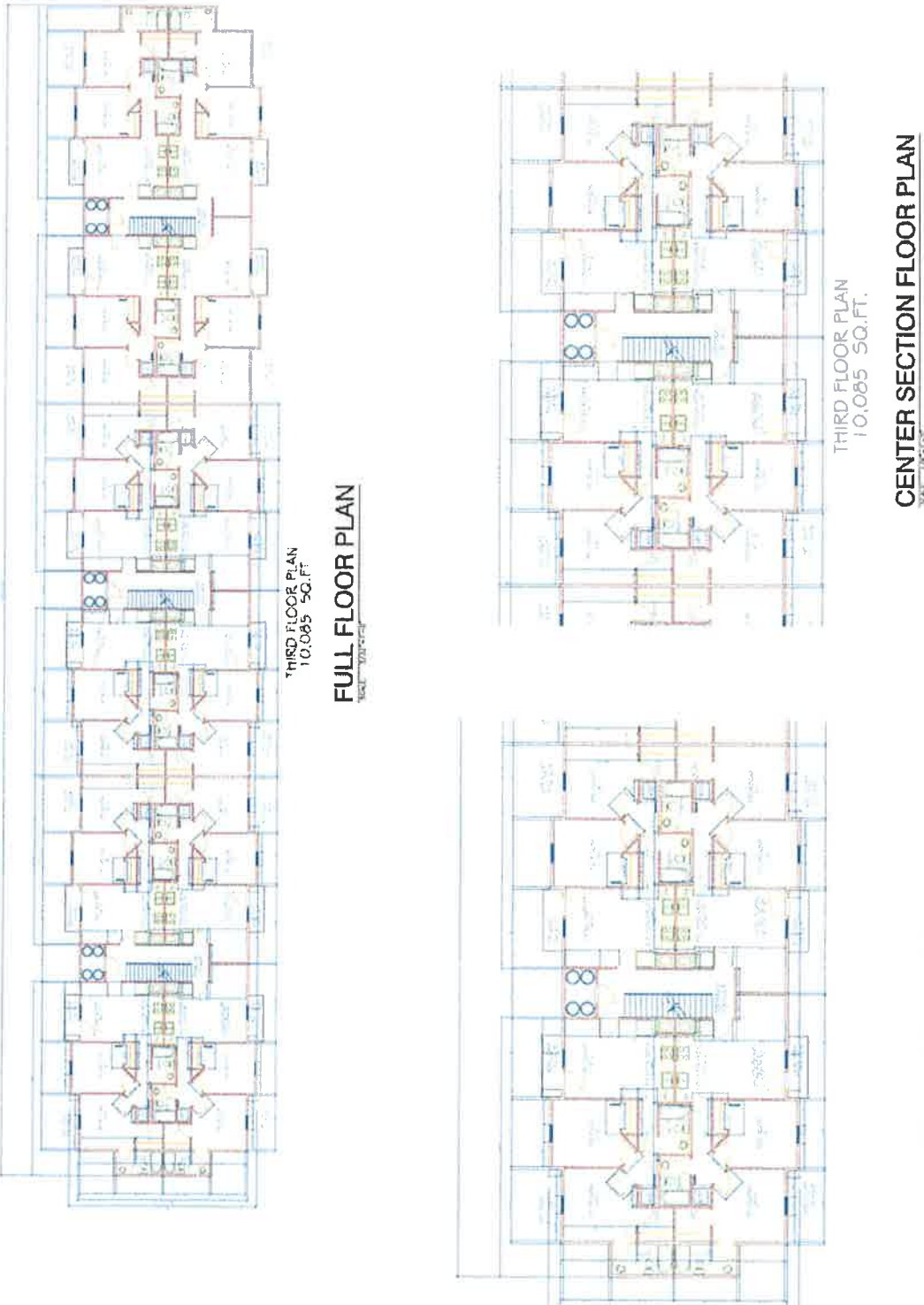


**CENTER SECTION FLOOR PLAN**



**LEFT SECTION FLOOR PLAN**

**Exhibit A**



**THIRD FLOOR PLAN**  
10,085 SQ. FT.

**FULL FLOOR PLAN**

**THIRD FLOOR PLAN**  
10,085 SQ. FT.

**CENTER SECTION FLOOR PLAN**

**LEFT SECTION FLOOR PLAN**

## Exhibit A





# Exhibit A



# Exhibit A

General Contractor  
 1603 Coventry Lane  
 Grand Island, NE 68801

# Estimate

Date	Estimate #
3/10/2016	8

Name / Address
Talon Apartments-All tif 3100 A S. Locust Grand Island NE 68801

Project

Description	Qty	Rate	Total
Land Purchase & Closing Costs		306,000.00	306,000.00
Building Permits /		80,000.00	80,000.00
Legal		25,000.00	25,000.00
Accounting		25,000.00	25,000.00
Demo		20,000.00	20,000.00
Electrical & Lighting		270,000.00	270,000.00
Olson Estimates (Sanitary Sewer, Water Main, Surfacing, Access, Excavating)		2,220,978.00	2,220,978.00
Landscaping Decor	8	80,000.00	640,000.00
Erosion Control		6,000.00	6,000.00
Site Fencing	800	6.00	4,800.00
Contingency Sanitary Sewer, Water Main, Surfacing, Access, Excavating	2,220,978	0.25	555,244.50
Contingency Electrical	270,000	0.25	67,500.00
Consulting Engineering	2,220,978	0.15	333,146.70
Consulting Architectural		370,000.00	370,000.00
Planning & Development		1,386,664.00	1,386,664.00
		<b>Total</b>	\$6,310,333.20

## Exhibit B

General Contractor  
 1603 Coventry Lane  
 Grand Island, NE 68801

# Estimate

Date	Estimate #
3/10/2016	1

Name / Address
Talon Apartments Building Construction

Project

Description	Qty	Rate	Total
Foundation		63,320.00	63,320.00
Building Slab		40,340.00	40,340.00
Sidewalks/Steps		25,000.00	25,000.00
Parking Spaces		103,000.00	103,000.00
General Concrete Pads		10,000.00	10,000.00
Materials: Framing, Truss Package, Roofing, Siding, Cabinets( - Drywall Material)	1	493,016.00	493,016.00
Framing	30,240	6.00	181,440.00
Decks	36	2,500.00	90,000.00
Soffit & Fascia	436	3.00	1,308.00
Gutters & Downspout	1	6,092.00	6,092.00
Siding	175	70.00	12,250.00
Roofing	140	35.00	4,900.00
Doors & Trim Labor by Unit (ESTXXX)	39	2,000.00	78,000.00
Plumbing (\$9000 for 12 Master Suites-\$6,000 for 24 - 1 Bath units)	36	6,500.00	234,000.00
Heating & Cooling	36	3,500.00	126,000.00
Electrical & Lighting	1	234,000.00	234,000.00
Fire Sprinkler (2 buildings) NOTE QUANTITY	0.5	98,900.00	49,450.00
Insulation		50,473.00	50,473.00
Drywall Material and Labor Hung and Finished	1	185,000.00	185,000.00
Blinds, Towel Bars, ETC	36	300.00	10,800.00
Appliances	36	2,000.00	72,000.00
Pretreat for Termites		1,500.00	1,500.00
Floor Coverings (ESTXXXX)	31,500	2.00	63,000.00
Painting (ESTXXX)	39	1,000.00	39,000.00
Cleanup & Restoration		5,000.00	5,000.00
Supervision 6% of Sub Total Number \$2,163,889		129,833.00	129,833.00
10% Contingency of Second Sub Total \$2,293,722		229,372.00	229,372.00
COST PER BUILDING. FOR ALL 4 PHASES MULTIPLY BY 8		<b>Total</b>	\$2,538,094.00

## Exhibit B

Total identical buildings	x 8
Total building construction	20,304,752.00





April 25, 2016

City of Grand Island  
Community Redevelopment Authority  
P.O. Box 1968  
Grand Island, NE 68802-1968

RE: Talon Apartments TIF Application

To Whom It May Concern:

The proponents of the Talon Apartments Tax Increment Financing (TIF) request for the proposed project on South Locust Street have asked for our assistance in analyzing the data they have compiled to supplement their application. Specifically, we examined the attached documents produced by those proponents to evaluate the feasibility of the project in the context of Capitalization Rate scenarios both with and without the requested TIF assistance.

In examining said documents, we focused our review on "Year 5" data reflecting anticipated net rental revenue after project completion and rent-up stabilization. This represents results from a fully-matured project, but it should be noted that in the earlier phases of the uncompleted project, investor risk is even more substantial. In the absence of any income tax considerations, the proponents calculated a capitalization rate of 8.62% with TIF assistance, as opposed to a rate of 7.49% without TIF assistance (a 1.13% differential). These numbers were arrived at by dividing respective Net Operating Income (NOI) of \$2,296,545 and \$1,995,907 by the estimated project acquisition cost of \$26,640,085.

Alternatively, we also considered estimated income tax implications using a combined Federal and State effective tax rate of 40%, producing "Year 5" capitalization rates with and without TIF financing of 7.78% and 7.1% respectively (a .68% differential). These figures were arrived at after adjusting NOI by applying a projected 40% income tax rate on taxable income of \$560,371 and \$259,732 respectively (i.e. NOI adjusted for depreciation and mortgage interest).

Based on these figures, it is our conclusion that a typical investor would weigh the associated risks as too high and the investment unwarranted, given the anticipated rates of return in the project in the absence of TIF assistance. In fact, given the property location development compromises, along with the uncertainty of the physical community sector chosen, we believe the project risk remains high even with the TIF assistance.

2535 N. Carleton Ave.

Suite B

Grand Island, NE

68803

P.O. Box 520

Grand Island, NE

68802-0520

PH: 308-381-1355

FAX:308-381-6557

EMAIL:  
info@ss-cpas.com

WEBSITE:  
www.ss-cpas.com

Sincerely,

SCHROEDER & SCHREINER, P.C.

Bruce E. Schreiner, CPA

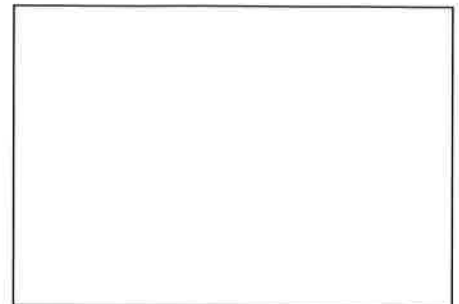
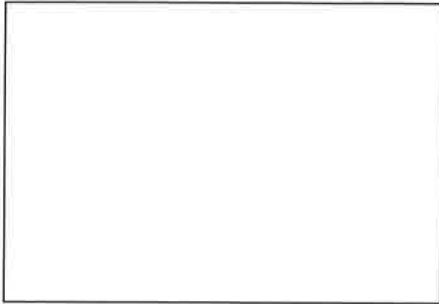
rh/16

c: Mark Otto

Encl: As Stated

*Where Your Success Counts!*

# Executive Summary



## Income, Expenses & Cash Flow Property Overview

Potential Rental Income	\$ 2,622,720
Other Income	309,936
Total Vacancy and Credits	(393,408)
Operating Expenses	\$ (679,844)
<b>Net Operating Income (NOI)</b>	<b><u>\$ 1,859,404</u></b>
 Debt Service:	 \$(1,583,660)
<b>Cash Flow Before Taxes</b>	<b>\$ 275,744</b>

Purchase/Asking Price	\$26,640,085
Improvements	
Other	
Closing Costs	
Finance Points	
<b>Total Acquisition Cost</b>	<b><u>\$26,640,085</u></b>
 Mortgage (s)	 \$21,312,068
 Down Payment / Investment	 <b>\$5,328,017</b>

Property Type	Apartments	
No. of Units	288	
Price Per Unit	\$	92,500
Total Sq Ft	220,608	
Price Per Sq Ft	\$	121
Income per Unit	\$	10,183
Expenses per Unit	\$	(2,361)

## Assumptions Loan Information

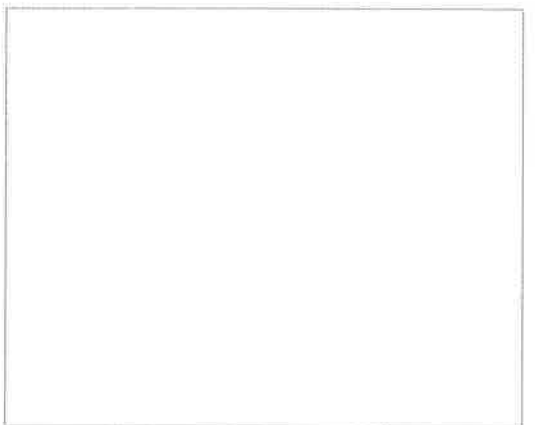
Rental Growth Rate:	2.00%
Expense Growth Rate:	1.00%
Capitalization Rate (Resale):	8.00%

		<u>% of Asking</u>	<u>% of Cost</u>
Down Payment:	\$ 5,328,017	20.00%	20.00%
Initial Loan Balance:	\$21,312,068	80.00%	80.00%

<u>Loan Amount</u>	<u>Interest Rate</u>	<u>Term</u>	<u>Payment</u>
\$ 21,312,068	4.25%	20	\$131,972

## Financial Measurements Notes / Discussion

Financial Measurements	Year 1	Year 2	Year 3
Debt Coverage Ratio (DCR)	1.17	1.37	1.39
Loan-to-Value Ratio (LVR)	88.7%	73.6%	69.4%
Capitalization Rate Based on Cost	6.98%	8.12%	8.29%
Capitalization Rate Based on Resale Price	8.00%	8.00%	8.00%
Gross Rent Multiplier	10.16	10.11	10.11
Net Present Value (NPV) - B/ Taxes <span style="float: right;">13.50%</span>	(4,003,844)	(343,703)	434,599
Cash on Cash Return - Before Taxes	<b>5.18%</b>	<b>10.89%</b>	<b>11.70%</b>
Internal Rate of Return - Before Taxes		<b>9.69%</b>	<b>16.68%</b>
Modified Internal Rate of Return - Before Taxes		<b>9.46%</b>	<b>15.77%</b>



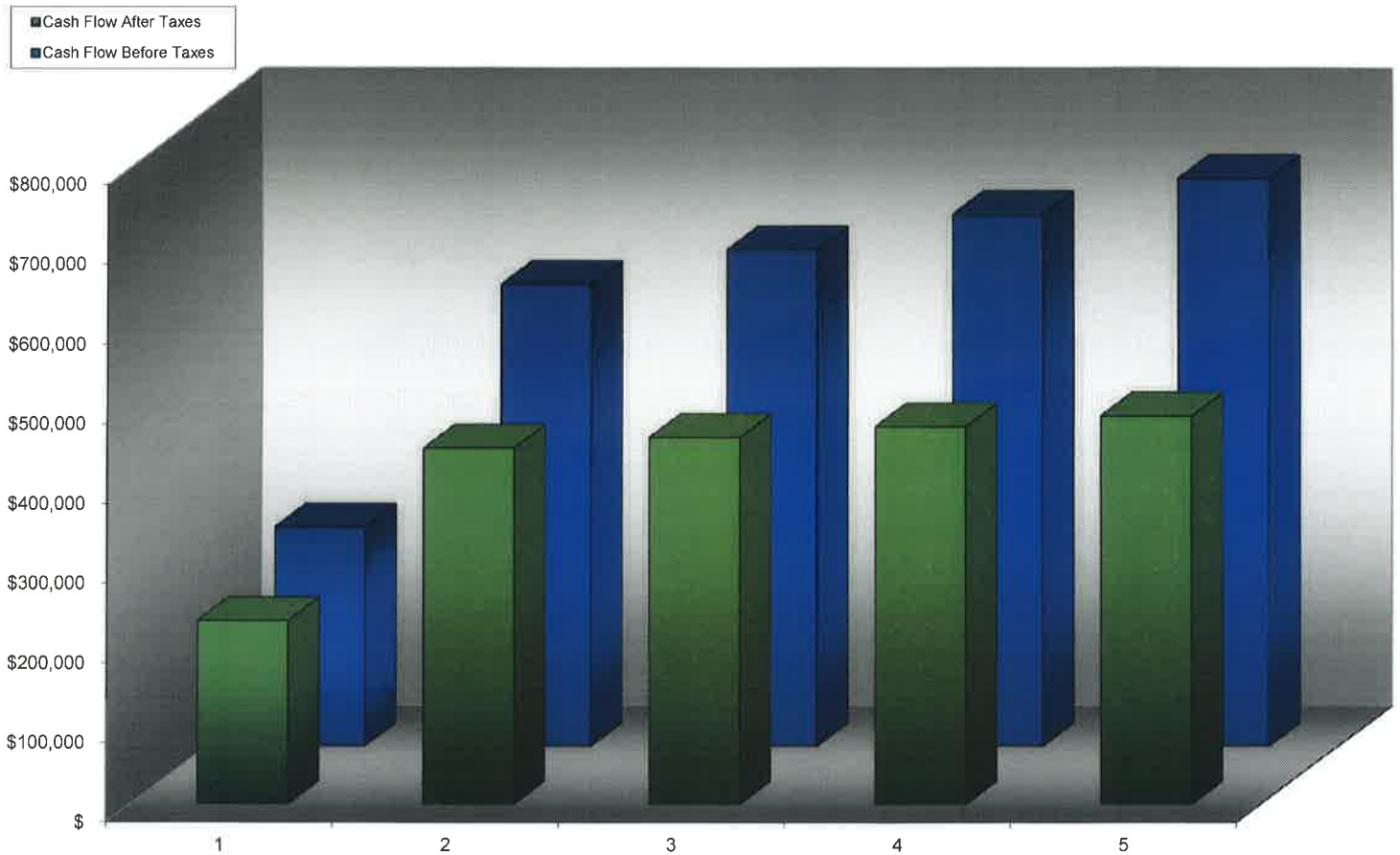
**Disclaimer: All information presented is believed to be accurate.**

The information, calculations and data presented in this report are believed to be accurate, but are not guaranteed. The information contained in this report shall not be considered as a substitution for legal, accounting or other professional advice. Please seek proper legal and tax advice as appropriate before making investments.

Exhibit C (with TIF)

# Cash Flow Projections

Mark Otto  
308.390.7203



Time Period	Net Operating Income	MIP Payments	Debt Service	Cash Flow Before Tax	Incomes Taxes	Cash Flow After Tax
Int Investment				\$ (5,328,017)		\$ (5,328,017)
Year 1	1,859,404	-	(1,583,660)	275,744	(44,751)	230,994
Year 2	2,164,016	-	(1,583,660)	580,356	(132,119)	448,237
Year 3	2,207,261	-	(1,583,660)	623,601	(161,875)	461,726
Year 4	2,251,431	-	(1,583,660)	667,771	(192,541)	475,230
Year 5	2,296,545	-	(1,583,660)	712,885	(224,148)	488,737

## Exhibit C (With TIF)

© 1993 - 2015 Cash Flow Analyzer®

RentalSoftware.com

PMT	Balance	Principal	Interest	Payment	Cumulative		Year-to-Date		
					Interest	Principal	Interest	Principal	Payment
205	4,453,188	116,200	15,772	131,972	10,079,113	16,975,080			
206	4,336,988	116,612	15,360	131,972	10,094,473	17,091,691			
207	4,220,377	117,025	14,947	131,972	10,109,420	17,208,716			
208	4,103,352	117,439	14,533	131,972	10,123,953	17,326,155			
209	3,985,913	117,855	14,117	131,972	10,138,069	17,444,010			
210	3,868,058	118,272	13,699	131,972	10,151,769	17,562,282			
211	3,749,786	118,691	13,280	131,972	10,165,049	17,680,973			
212	3,631,095	119,112	12,860	131,972	10,177,909	17,800,085			
213	3,511,983	119,533	12,438	131,972	10,190,348	17,919,618			
214	3,392,450	119,957	12,015	131,972	10,202,363	18,039,575			
215	3,272,493	120,382	11,590	131,972	10,213,953	18,159,956			
216	3,152,112	120,808	11,164	131,972	10,225,116	18,280,764	161,776	1,421,885	1,583,660
217	3,031,304	121,236	10,736	131,972	10,235,852	18,402,000			
218	2,910,068	121,665	10,306	131,972	10,246,159	18,523,665			
219	2,788,403	122,096	9,876	131,972	10,256,034	18,645,761			
220	2,666,307	122,529	9,443	131,972	10,265,478	18,768,290			
221	2,543,778	122,962	9,009	131,972	10,274,487	18,891,252			
222	2,420,816	123,398	8,574	131,972	10,283,060	19,014,650			
223	2,297,418	123,835	8,137	131,972	10,291,197	19,138,485			
224	2,173,583	124,274	7,698	131,972	10,298,895	19,262,759			
225	2,049,309	124,714	7,258	131,972	10,306,153	19,387,473			
226	1,924,595	125,155	6,816	131,972	10,312,970	19,512,628			
227	1,799,440	125,599	6,373	131,972	10,319,343	19,638,227			
228	1,673,841	126,043	5,928	131,972	10,325,271	19,764,270	100,154	1,483,506	1,583,660
229	1,547,798	126,490	5,482	131,972	10,330,752	19,890,760			
230	1,421,308	126,938	5,034	131,972	10,335,786	20,017,698			
231	1,294,370	127,387	4,584	131,972	10,340,371	20,145,085			
232	1,166,983	127,839	4,133	131,972	10,344,504	20,272,924			
233	1,039,144	128,291	3,680	131,972	10,348,184	20,401,215			
234	910,853	128,746	3,226	131,972	10,351,410	20,529,961			
235	782,107	129,202	2,770	131,972	10,354,180	20,659,163			
236	652,905	129,659	2,312	131,972	10,356,492	20,788,822			
237	523,246	130,119	1,853	131,972	10,358,345	20,918,940			
238	393,128	130,579	1,392	131,972	10,359,738	21,049,520			
239	262,548	131,042	930	131,972	10,360,668	21,180,562			
240	131,506	131,506	466	131,972	10,361,133	21,312,068	35,863	1,547,798	1,583,660

## Exhibit C (With TIF)

PMT	Balance	Principal	Interest	Payment	Cumulative		Year-to-Date		
					Interest	Principal	Interest	Principal	Payment
151	10,155,292	96,005	35,967	131,972	8,674,941	11,252,781			
152	10,059,287	96,345	35,627	131,972	8,710,568	11,349,126			
153	9,962,942	96,686	35,285	131,972	8,745,853	11,445,812			
154	9,866,256	97,029	34,943	131,972	8,780,796	11,542,841			
155	9,769,227	97,372	34,599	131,972	8,815,395	11,640,213			
156	9,671,855	97,717	34,254	131,972	8,849,650	11,737,931	433,549	1,150,111	1,583,660
157	9,574,137	98,063	33,908	131,972	8,883,558	11,835,994			
158	9,476,074	98,411	33,561	131,972	8,917,119	11,934,404			
159	9,377,664	98,759	33,213	131,972	8,950,332	12,033,164			
160	9,278,904	99,109	32,863	131,972	8,983,195	12,132,272			
161	9,179,796	99,460	32,512	131,972	9,015,707	12,231,732			
162	9,080,336	99,812	32,160	131,972	9,047,866	12,331,545			
163	8,980,524	100,166	31,806	131,972	9,079,672	12,431,710			
164	8,880,358	100,520	31,451	131,972	9,111,123	12,532,231			
165	8,779,837	100,876	31,095	131,972	9,142,219	12,633,107			
166	8,678,961	101,234	30,738	131,972	9,172,957	12,734,341			
167	8,577,727	101,592	30,379	131,972	9,203,336	12,835,933			
168	8,476,135	101,952	30,020	131,972	9,233,356	12,937,885	383,706	1,199,954	1,583,660
169	8,374,183	102,313	29,659	131,972	9,263,014	13,040,198			
170	8,271,870	102,675	29,296	131,972	9,292,310	13,142,873			
171	8,169,195	103,039	28,933	131,972	9,321,243	13,245,913			
172	8,066,155	103,404	28,568	131,972	9,349,811	13,349,317			
173	7,962,751	103,770	28,201	131,972	9,378,012	13,453,087			
174	7,858,981	104,138	27,834	131,972	9,405,846	13,557,225			
175	7,754,843	104,507	27,465	131,972	9,433,311	13,661,731			
176	7,650,337	104,877	27,095	131,972	9,460,406	13,766,608			
177	7,545,460	105,248	26,724	131,972	9,487,129	13,871,856			
178	7,440,212	105,621	26,351	131,972	9,513,480	13,977,477			
179	7,334,591	105,995	25,977	131,972	9,539,457	14,083,472			
180	7,228,596	106,370	25,601	131,972	9,565,058	14,189,842	331,702	1,251,958	1,583,660
181	7,122,226	106,747	25,225	131,972	9,590,283	14,296,590			
182	7,015,478	107,125	24,846	131,972	9,615,129	14,403,715			
183	6,908,353	107,505	24,467	131,972	9,639,596	14,511,219			
184	6,800,849	107,885	24,086	131,972	9,663,683	14,619,105			
185	6,692,963	108,267	23,704	131,972	9,687,387	14,727,372			
186	6,584,696	108,651	23,321	131,972	9,710,708	14,836,023			
187	6,476,045	109,036	22,936	131,972	9,733,644	14,945,059			
188	6,367,009	109,422	22,550	131,972	9,756,193	15,054,480			
189	6,257,588	109,809	22,162	131,972	9,778,356	15,164,290			
190	6,147,778	110,198	21,773	131,972	9,800,129	15,274,488			
191	6,037,580	110,589	21,383	131,972	9,821,512	15,385,077			
192	5,926,991	110,980	20,991	131,972	9,842,504	15,496,057	277,446	1,306,215	1,583,660
193	5,816,011	111,373	20,598	131,972	9,863,102	15,607,430			
194	5,704,638	111,768	20,204	131,972	9,883,306	15,719,198			
195	5,592,870	112,164	19,808	131,972	9,903,114	15,831,362			
196	5,480,706	112,561	19,411	131,972	9,922,525	15,943,922			
197	5,368,146	112,959	19,012	131,972	9,941,537	16,056,882			
198	5,255,186	113,360	18,612	131,972	9,960,149	16,170,241			
199	5,141,827	113,761	18,211	131,972	9,978,360	16,284,002			
200	5,028,066	114,164	17,808	131,972	9,996,168	16,398,166			
201	4,913,902	114,568	17,403	131,972	10,013,571	16,512,735			
202	4,799,333	114,974	16,998	131,972	10,030,569	16,627,709			
203	4,684,359	115,381	16,590	131,972	10,047,159	16,743,090			
204	4,568,978	115,790	16,182	131,972	10,063,341	16,858,880	220,837	1,362,823	1,583,660

### Exhibit C (With TIF)



PMT	Balance	Principal	Interest	Payment	Cumulative		Year-to-Date		
					Interest	Principal	Interest	Principal	Payment
97	14,866,400	79,320	52,652	131,972	6,276,264	6,524,988			
98	14,787,080	79,601	52,371	131,972	6,328,635	6,604,589			
99	14,707,479	79,883	52,089	131,972	6,380,724	6,684,472			
100	14,627,596	80,166	51,806	131,972	6,432,530	6,764,637			
101	14,547,431	80,450	51,522	131,972	6,484,052	6,845,087			
102	14,466,981	80,734	51,237	131,972	6,535,289	6,925,821			
103	14,386,247	81,020	50,951	131,972	6,586,240	7,006,842			
104	14,305,226	81,307	50,664	131,972	6,636,905	7,088,149			
105	14,223,919	81,595	50,376	131,972	6,687,281	7,169,744			
106	14,142,324	81,884	50,087	131,972	6,737,368	7,251,629			
107	14,060,439	82,174	49,797	131,972	6,787,166	7,333,803			
108	13,978,265	82,465	49,506	131,972	6,836,672	7,416,268	613,060	970,600	1,583,660
109	13,895,800	82,757	49,214	131,972	6,885,886	7,499,026			
110	13,813,042	83,050	48,921	131,972	6,934,808	7,582,076			
111	13,729,992	83,345	48,627	131,972	6,983,435	7,665,421			
112	13,646,647	83,640	48,332	131,972	7,031,767	7,749,060			
113	13,563,008	83,936	48,036	131,972	7,079,802	7,832,996			
114	13,479,072	84,233	47,738	131,972	7,127,541	7,917,230			
115	13,394,838	84,532	47,440	131,972	7,174,981	8,001,761			
116	13,310,307	84,831	47,141	131,972	7,222,121	8,086,592			
117	13,225,476	85,131	46,840	131,972	7,268,962	8,171,724			
118	13,140,344	85,433	46,539	131,972	7,315,500	8,257,157			
119	13,054,911	85,736	46,236	131,972	7,361,736	8,342,892			
120	12,969,176	86,039	45,933	131,972	7,407,669	8,428,931	570,997	1,012,663	1,583,660
121	12,883,137	86,344	45,628	131,972	7,453,297	8,515,275			
122	12,796,793	86,650	45,322	131,972	7,498,619	8,601,925			
123	12,710,143	86,957	45,015	131,972	7,543,634	8,688,882			
124	12,623,186	87,265	44,707	131,972	7,588,341	8,776,146			
125	12,535,922	87,574	44,398	131,972	7,632,739	8,863,720			
126	12,448,348	87,884	44,088	131,972	7,676,827	8,951,604			
127	12,360,464	88,195	43,777	131,972	7,720,603	9,039,799			
128	12,272,269	88,507	43,464	131,972	7,764,068	9,128,306			
129	12,183,762	88,821	43,151	131,972	7,807,219	9,217,127			
130	12,094,941	89,135	42,836	131,972	7,850,055	9,306,262			
131	12,005,806	89,451	42,521	131,972	7,892,575	9,395,713			
132	11,916,355	89,768	42,204	131,972	7,934,779	9,485,481	527,110	1,056,550	1,583,660
133	11,826,587	90,086	41,886	131,972	7,976,665	9,575,567			
134	11,736,501	90,405	41,567	131,972	8,018,232	9,665,972			
135	11,646,096	90,725	41,247	131,972	8,059,478	9,756,697			
136	11,555,371	91,046	40,925	131,972	8,100,404	9,847,744			
137	11,464,324	91,369	40,603	131,972	8,141,006	9,939,112			
138	11,372,956	91,692	40,279	131,972	8,181,286	10,030,805			
139	11,281,263	92,017	39,954	131,972	8,221,240	10,122,822			
140	11,189,246	92,343	39,629	131,972	8,260,869	10,215,165			
141	11,096,903	92,670	39,302	131,972	8,300,170	10,307,835			
142	11,004,233	92,998	38,973	131,972	8,339,144	10,400,834			
143	10,911,234	93,328	38,644	131,972	8,377,788	10,494,161			
144	10,817,907	93,658	38,313	131,972	8,416,101	10,587,820	481,322	1,102,338	1,583,660
145	10,724,248	93,990	37,982	131,972	8,454,083	10,681,810			
146	10,630,258	94,323	37,649	131,972	8,491,731	10,776,132			
147	10,535,936	94,657	37,315	131,972	8,529,046	10,870,789			
148	10,441,279	94,992	36,980	131,972	8,566,026	10,965,781			
149	10,346,287	95,329	36,643	131,972	8,602,669	11,061,110			
150	10,250,958	95,666	36,305	131,972	8,638,974	11,156,776			

### Exhibit C (With TIF)

PMT	Balance	Principal	Interest	Payment	Cumulative		Year-to-Date		
					Interest	Principal	Interest	Principal	Payment
43	18,758,741	65,534	66,437	131,972	3,055,920	2,618,861			
44	18,693,207	65,767	66,205	131,972	3,122,126	2,684,628			
45	18,627,440	65,999	65,972	131,972	3,188,098	2,750,627			
46	18,561,441	66,233	65,738	131,972	3,253,836	2,816,861			
47	18,495,207	66,468	65,504	131,972	3,319,340	2,883,328			
48	18,428,740	66,703	65,268	131,972	3,384,609	2,950,032	798,577	785,083	1,583,660
49	18,362,036	66,939	65,032	131,972	3,449,641	3,016,971			
50	18,295,097	67,177	64,795	131,972	3,514,436	3,084,148			
51	18,227,920	67,414	64,557	131,972	3,578,993	3,151,562			
52	18,160,506	67,653	64,318	131,972	3,643,312	3,219,215			
53	18,092,853	67,893	64,079	131,972	3,707,390	3,287,108			
54	18,024,960	68,133	63,838	131,972	3,771,229	3,355,241			
55	17,956,827	68,375	63,597	131,972	3,834,826	3,423,616			
56	17,888,452	68,617	63,355	131,972	3,898,181	3,492,233			
57	17,819,835	68,860	63,112	131,972	3,961,293	3,561,092			
58	17,750,976	69,104	62,868	131,972	4,024,161	3,630,196			
59	17,681,872	69,348	62,623	131,972	4,086,784	3,699,544			
60	17,612,524	69,594	62,378	131,972	4,149,162	3,769,138	764,553	819,107	1,583,660
61	17,542,930	69,840	62,131	131,972	4,211,293	3,838,979			
62	17,473,089	70,088	61,884	131,972	4,273,177	3,909,067			
63	17,403,001	70,336	61,636	131,972	4,334,812	3,979,403			
64	17,332,665	70,585	61,387	131,972	4,396,199	4,049,988			
65	17,262,080	70,835	61,137	131,972	4,457,335	4,120,823			
66	17,191,245	71,086	60,886	131,972	4,518,221	4,191,909			
67	17,120,159	71,338	60,634	131,972	4,578,855	4,263,247			
68	17,048,821	71,590	60,381	131,972	4,639,236	4,334,837			
69	16,977,231	71,844	60,128	131,972	4,699,364	4,406,681			
70	16,905,387	72,098	59,873	131,972	4,759,237	4,478,780			
71	16,833,288	72,354	59,618	131,972	4,818,855	4,551,133			
72	16,760,935	72,610	59,362	131,972	4,878,217	4,623,743	729,055	854,605	1,583,660
73	16,688,325	72,867	59,104	131,972	4,937,321	4,696,611			
74	16,615,457	73,125	58,846	131,972	4,996,168	4,769,736			
75	16,542,332	73,384	58,587	131,972	5,054,755	4,843,120			
76	16,468,948	73,644	58,328	131,972	5,113,083	4,916,764			
77	16,395,304	73,905	58,067	131,972	5,171,149	4,990,669			
78	16,321,399	74,167	57,805	131,972	5,228,954	5,064,836			
79	16,247,232	74,429	57,542	131,972	5,286,497	5,139,265			
80	16,172,803	74,693	57,279	131,972	5,343,775	5,213,958			
81	16,098,110	74,958	57,014	131,972	5,400,789	5,288,916			
82	16,023,152	75,223	56,749	131,972	5,457,538	5,364,139			
83	15,947,929	75,489	56,482	131,972	5,514,020	5,439,628			
84	15,872,440	75,757	56,215	131,972	5,570,235	5,515,385	692,018	891,642	1,583,660
85	15,796,683	76,025	55,947	131,972	5,626,182	5,591,410			
86	15,720,658	76,294	55,677	131,972	5,681,859	5,667,705			
87	15,644,363	76,565	55,407	131,972	5,737,266	5,744,269			
88	15,567,799	76,836	55,136	131,972	5,792,402	5,821,105			
89	15,490,963	77,108	54,864	131,972	5,847,266	5,898,213			
90	15,413,855	77,381	54,591	131,972	5,901,857	5,975,594			
91	15,336,474	77,655	54,317	131,972	5,956,173	6,053,249			
92	15,258,819	77,930	54,042	131,972	6,010,215	6,131,179			
93	15,180,889	78,206	53,766	131,972	6,063,981	6,209,385			
94	15,102,683	78,483	53,489	131,972	6,117,469	6,287,868			
95	15,024,200	78,761	53,211	131,972	6,170,680	6,366,629			
96	14,945,439	79,040	52,932	131,972	6,223,612	6,445,668	653,377	930,283	1,583,660

### Exhibit C (With TIF)

# AMORTIZATION SCHEDULE

## Mortgage 1

Mortgage Amount	\$21,312,068	Monthly Payment	131,972
Annual Interest Rate	4.25%	Annual Payment	1,583,660
Amortization Period	20 Years		

PMT	Balance	Principal	Interest	Payment	Cumulative		Year-to-Date		
					Interest	Principal	Interest	Principal	Payment
1	21,312,068	56,491	75,480	131,972	75,480	56,491			
2	21,255,577	56,692	75,280	131,972	150,760	113,183			
3	21,198,885	56,892	75,079	131,972	225,840	170,075			
4	21,141,993	57,094	74,878	131,972	300,718	227,169			
5	21,084,899	57,296	74,676	131,972	375,393	284,465			
6	21,027,603	57,499	74,473	131,972	449,866	341,964			
7	20,970,104	57,703	74,269	131,972	524,135	399,666			
8	20,912,402	57,907	74,065	131,972	598,200	457,573			
9	20,854,495	58,112	73,860	131,972	672,060	515,685			
10	20,796,383	58,318	73,654	131,972	745,714	574,003			
11	20,738,065	58,524	73,447	131,972	819,161	632,528			
12	20,679,540	58,732	73,240	131,972	892,401	691,259	892,401	691,259	1,583,660
13	20,620,809	58,940	73,032	131,972	965,433	750,199			
14	20,561,869	59,148	72,823	131,972	1,038,256	809,347			
15	20,502,721	59,358	72,614	131,972	1,110,870	868,705			
16	20,443,363	59,568	72,404	131,972	1,183,274	928,273			
17	20,383,795	59,779	72,193	131,972	1,255,466	988,052			
18	20,324,016	59,991	71,981	131,972	1,327,447	1,048,043			
19	20,264,025	60,203	71,768	131,972	1,399,216	1,108,246			
20	20,203,822	60,416	71,555	131,972	1,470,771	1,168,663			
21	20,143,405	60,630	71,341	131,972	1,542,112	1,229,293			
22	20,082,775	60,845	71,126	131,972	1,613,238	1,290,138			
23	20,021,930	61,061	70,911	131,972	1,684,149	1,351,199			
24	19,960,869	61,277	70,695	131,972	1,754,844	1,412,476	862,443	721,217	1,583,660
25	19,899,592	61,494	70,478	131,972	1,825,322	1,473,970			
26	19,838,098	61,712	70,260	131,972	1,895,582	1,535,682			
27	19,776,386	61,930	70,041	131,972	1,965,623	1,597,612			
28	19,714,456	62,150	69,822	131,972	2,035,445	1,659,762			
29	19,652,306	62,370	69,602	131,972	2,105,047	1,722,131			
30	19,589,937	62,591	69,381	131,972	2,174,428	1,784,722			
31	19,527,346	62,812	69,159	131,972	2,243,588	1,847,534			
32	19,464,534	63,035	68,937	131,972	2,312,524	1,910,569			
33	19,401,499	63,258	68,714	131,972	2,381,238	1,973,827			
34	19,338,241	63,482	68,490	131,972	2,449,728	2,037,309			
35	19,274,759	63,707	68,265	131,972	2,517,992	2,101,016			
36	19,211,052	63,933	68,039	131,972	2,586,032	2,164,949	831,187	752,473	1,583,660
37	19,147,119	64,159	67,813	131,972	2,653,844	2,229,108			
38	19,082,960	64,386	67,585	131,972	2,721,430	2,293,494			
39	19,018,574	64,614	67,357	131,972	2,788,787	2,358,108			
40	18,953,960	64,843	67,129	131,972	2,855,916	2,422,951			
41	18,889,117	65,073	66,899	131,972	2,922,815	2,488,024			
42	18,824,044	65,303	66,668	131,972	2,989,483	2,553,327			

### Exhibit C (With TIF)



# Annual Property Operating Data

Mark Otto  
308.390.7203

	Year 1			Year 2			Year 3			Year 4			Year 5		
	\$	Sq Ft	Per Unit	\$	Sq Ft	Per Unit	\$	Sq Ft	Per Unit	\$	Sq Ft	Per Unit	\$	Sq Ft	Per Unit
<b>Potential Rental Income</b>	\$ 2,622,720	0.99	756.89	\$ 2,675,174	1.01	774.07	\$ 2,728,678	1.03	789.55	\$ 2,783,251	1.05	806.34	\$ 2,838,916	1.07	821.45
Less: Vacancy & Credit Losses	(393,408)	-0.15	-113.83	(133,759)	-0.05	-38.70	(136,434)	-0.05	-39.48	(139,163)	-0.05	-40.27	(141,946)	-0.05	-41.07
Other Income	309,936	0.12	89.68	309,936	0.12	89.68	309,936	0.12	89.68	309,936	0.12	89.68	309,936	0.12	89.68
<b>Effective Gross Income</b>	<u>\$ 2,539,248</u>	0.96	734.74	<u>\$ 2,851,352</u>	1.08	825.04	<u>\$ 2,902,180</u>	1.10	839.75	<u>\$ 2,954,025</u>	1.12	854.75	<u>\$ 3,006,907</u>	1.14	870.05
<b>Operating Expenses</b>															
Advertising	4,320	0.00	1.25	4,363	0.00	1.26	4,407	0.00	1.28	4,451	0.00	1.29	4,495	0.00	1.30
Insurance	103,680	0.04	30.00	104,717	0.04	30.30	105,764	0.04	30.60	106,822	0.04	30.91	107,890	0.04	31.22
Maintenance	50,000	0.02	14.47	50,500	0.02	14.61	51,005	0.02	14.76	51,515	0.02	14.91	52,030	0.02	15.06
Management Fee	87,980	0.03	25.46	89,553	0.03	25.91	91,158	0.03	26.38	92,796	0.04	26.85	94,466	0.04	27.33
Pest Control	10,368	0.00	3.00	10,472	0.00	3.03	10,576	0.00	3.06	10,682	0.00	3.09	10,789	0.00	3.12
Property Taxes	309,936	0.12	89.68	313,035	0.12	90.58	316,166	0.12	91.48	319,327	0.12	92.40	322,521	0.12	93.32
Gas	25,000	0.01	7.23	25,250	0.01	7.31	25,503	0.01	7.38	25,758	0.01	7.45	26,015	0.01	7.53
Trash Removal	19,440	0.01	5.63	19,634	0.01	5.68	19,831	0.01	5.74	20,029	0.01	5.80	20,229	0.01	5.85
Water	69,120	0.03	20.00	69,811	0.03	20.20	70,509	0.03	20.40	71,214	0.03	20.61	71,927	0.03	20.81
<b>Total Operating Expenses</b>	<u>\$ 679,844</u>	0.26	196.71	<u>\$ 687,336</u>	0.26	198.88	<u>\$ 694,919</u>	0.26	201.08	<u>\$ 702,594</u>	0.27	203.30	<u>\$ 710,362</u>	0.27	205.54
<b>Net Operating Income (NOI)</b>	<u>\$ 1,859,404</u>	0.70	538.02	<u>\$ 2,164,016</u>	0.82	626.16	<u>\$ 2,207,261</u>	0.83	638.68	<u>\$ 2,251,431</u>	0.85	651.46	<u>\$ 2,296,545</u>	0.87	664.51
Less: Annual Debt Service	(1,583,660)	-0.60	-458.23	(1,583,660)	-0.60	-458.23	(1,583,660)	-0.60	-458.23	(1,583,660)	-0.60	-458.23	(1,583,660)	-0.60	-458.23
<b>Cash Flow Before Taxes</b>	<u>\$ 275,744</u>	0.10	79.79	<u>\$ 580,356</u>	0.22	167.93	<u>\$ 623,601</u>	0.24	180.44	<u>\$ 667,771</u>	0.25	193.22	<u>\$ 712,885</u>	0.27	206.27

## Income Tax Analysis

Mark Otto  
308.390.7203

Tax Analysis - Operations	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Net Operating Income (NOI) from CFA</b>	\$ 1,859,404	\$ 2,164,016	\$ 2,207,261	\$ 2,251,431	\$ 2,296,545
Tax Depreciation	(928,367)	(968,730)	(968,730)	(968,730)	(968,730)
Interest Expense - Mortgage #1	(819,161)	(864,989)	(833,843)	(801,348)	(767,444)
<b>Operating Taxable Income (Loss)</b>	<u>\$ 111,877</u>	<u>\$ 330,297</u>	<u>\$ 404,688</u>	<u>\$ 481,353</u>	<u>\$ 560,371</u>
Federal & State Tax Rate	0.00%	0.00%	0.00%	0.00%	0.00%
<b>Income Tax Benefit (Expense)</b>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
Subject to Suspended Loss Rules?	Yes				

Tax Analysis - Property Sale	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Adjusted Projected Sales Price</b>	\$ 21,848,001	\$ 25,427,185	\$ 25,935,318	\$ 26,454,316	\$ 26,984,404
Original Cost of Property	(26,640,085)	(26,640,085)	(26,640,085)	(26,640,085)	(26,640,085)
Gain (Loss) on Property	<u>\$ (4,792,084)</u>	<u>\$ (1,212,900)</u>	<u>\$ (704,767)</u>	<u>\$ (185,769)</u>	<u>\$ 344,319</u>
Accumulated Depreciation/Amortization	928,367	1,897,097	2,865,827	3,834,558	4,803,288
Total Accumulated Depreciation	<u>\$ 928,367</u>	<u>\$ 1,897,097</u>	<u>\$ 2,865,827</u>	<u>\$ 3,834,558</u>	<u>\$ 4,803,288</u>
<b>Taxable Gain (Loss) on Property Sale</b>	<u>\$ (3,863,718)</u>	<u>\$ 684,197</u>	<u>\$ 2,161,060</u>	<u>\$ 3,648,789</u>	<u>\$ 5,147,607</u>
Capital Gain & State Rate on Sale	0.00%	0.00%	0.00%	0.00%	0.00%
Income Tax Benefit (Expense)	-	-	-	-	-
<b>Income Tax Benefit (Expense)</b>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

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## Cash Flow Analysis

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Rental Activity Analysis	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Potential Rental Income</b>	<b>\$ 2,622,720</b>	<b>\$ 2,675,174</b>	<b>\$ 2,728,678</b>	<b>\$ 2,783,251</b>	<b>\$ 2,838,916</b>
Other Income	309,936	309,936	309,936	309,936	309,936
Less: Vacancy & Credit Losses	(393,408)	(133,759)	(136,434)	(139,163)	(141,946)
<b>Effective Gross Income</b>	<b>\$ 2,539,248</b>	<b>\$ 2,851,352</b>	<b>\$ 2,902,180</b>	<b>\$ 2,954,025</b>	<b>\$ 3,006,907</b>
Less: Operating Expenses	(679,844)	(687,336)	(694,919)	(702,594)	(710,362)
<b>Net Operating Income (NOI)</b>	<b>\$ 1,859,404</b>	<b>\$ 2,164,016</b>	<b>\$ 2,207,261</b>	<b>\$ 2,251,431</b>	<b>\$ 2,296,545</b>
Less: Annual Debt Service	(1,583,660)	(1,583,660)	(1,583,660)	(1,583,660)	(1,583,660)
<b>CASH FLOW Before Taxes</b>	<b>\$ 275,744</b>	<b>\$ 580,356</b>	<b>\$ 623,601</b>	<b>\$ 667,771</b>	<b>\$ 712,885</b>

Property Resale Analysis	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Projected Sales Price</b>	<b>\$ 23,242,554</b>	<b>\$ 27,050,197</b>	<b>\$ 27,590,764</b>	<b>\$ 28,142,890</b>	<b>\$ 28,706,813</b>
Less: Selling Expenses	(1,394,553)	(1,623,012)	(1,655,446)	(1,688,573)	(1,722,409)
<b>Adjusted Projected Sales Price</b>	<b>\$ 21,848,001</b>	<b>\$ 25,427,185</b>	<b>\$ 25,935,318</b>	<b>\$ 26,454,316</b>	<b>\$ 26,984,404</b>
Less: Mortgage(s) Balance Payoff	(20,620,809)	(19,899,592)	(19,147,119)	(18,362,036)	(17,542,930)
<b>SALE PROCEEDS Before Taxes</b>	<b>\$ 1,227,192</b>	<b>\$ 5,527,593</b>	<b>\$ 6,788,199</b>	<b>\$ 8,092,280</b>	<b>\$ 9,441,475</b>

Cash Position	Year 1	Year 2	Year 3	Year 4	Year 5
Cash Generated in Current Year	\$ 230,994	\$ 448,237	\$ 461,726	\$ 475,230	\$ 488,737
Cash Generated in Previous Years	n/a	230,994	679,230	1,140,956	1,616,186
Cash Generated from Property Sale	1,227,192	5,527,593	6,788,199	8,092,280	9,441,475
Original Initial Investment	(5,328,017)	(5,328,017)	(5,328,017)	(5,328,017)	(5,328,017)
<b>Total Potential CASH Generated</b>	<b>\$ (3,869,832)</b>	<b>\$ 878,806</b>	<b>\$ 2,601,138</b>	<b>\$ 4,380,449</b>	<b>\$ 6,218,380</b>

Financial Measurements	Year 1	Year 2	Year 3	Year 4	Year 5	
Debt Coverage Ratio (DCR)	1.17	1.37	1.39	1.42	1.45	
Loan-to-Value Ratio (LVR)	88.7%	73.6%	69.4%	65.2%	61.1%	
Capitalization Rate Based on Cost	6.98%	8.12%	8.29%	8.45%	8.62%	
Capitalization Rate Based on Resale Price	8.00%	8.00%	8.00%	8.00%	8.00%	
Break-Even Ratio	77.18%	76.08%	74.99%	73.91%	72.85%	
Operating Expense Ratio	26.77%	24.11%	23.94%	23.78%	23.62%	
Net Present Value (NPV) - Before Taxes	13.50%	(4,003,844)	(343,703)	434,599	1,070,592	1,585,373
<b>Cash-on-Cash Return with Equity</b>	<b>-72.63%</b>	<b>386.95%</b>	<b>31.16%</b>	<b>26.21%</b>	<b>22.71%</b>	
<b>Cash-on-Cash Return - Before Taxes</b>	<b>5.18%</b>	<b>10.89%</b>	<b>11.70%</b>	<b>12.53%</b>	<b>13.38%</b>	
<b>Internal Rate-of-Return (IRR) - Before Taxes</b>	<b>Can't Comp.</b>	<b>9.69%</b>	<b>16.68%</b>	<b>19.32%</b>	<b>20.35%</b>	
<b>Modified Internal Rate-of-Return (MIRR) - Before Taxes</b>	<b>-71.79%</b>	<b>9.46%</b>	<b>15.77%</b>	<b>17.74%</b>	<b>18.22%</b>	

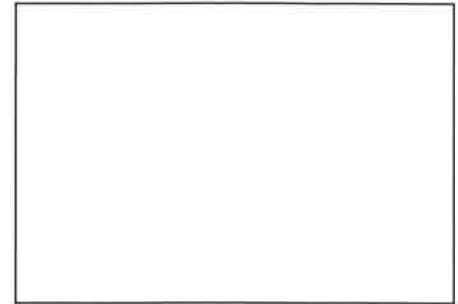
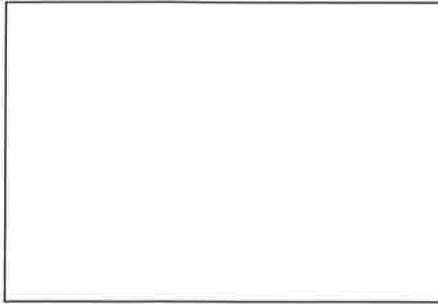
### Exhibit C (With TIF)

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# Executive Summary



## Income, Expenses & Cash Flow Property Overview

Potential Rental Income	\$ 2,622,720
Other Income	
Total Vacancy and Credits	(393,408)
Operating Expenses	\$ (670,546)
<b>Net Operating Income (NOI)</b>	<b><u>\$ 1,558,766</u></b>
 Debt Service:	 \$(1,583,660)
<b>Cash Flow Before Taxes</b>	<b>\$ (24,894)</b>

Purchase/Asking Price	\$26,640,085
Improvements	
Other	
Closing Costs	
Finance Points	
<b>Total Acquisition Cost</b>	<b><u>\$26,640,085</u></b>
 Mortgage (s)	 \$21,312,068
 Down Payment / Investment	 <b>\$5,328,017</b>

Property Type	Apartments
No. of Units	288
Price Per Unit	\$ 92,500
Total Sq Ft	220,608
Price Per Sq Ft	\$ 121
Income per Unit	\$ 9,107
Expenses per Unit	\$ (2,328)

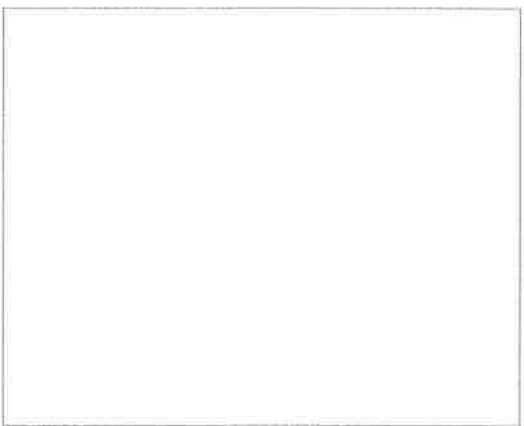
## Assumptions Loan Information

Rental Growth Rate:	2.00%
Expense Growth Rate:	1.00%
Capitalization Rate (Resale):	8.00%

		<u>% of Asking</u>	<u>% of Cost</u>
Down Payment:	\$ 5,328,017	20.00%	20.00%
Initial Loan Balance:	\$21,312,068	80.00%	80.00%
		<u>Loan Amount</u>	<u>Interest Rate</u>
		\$ 21,312,068	4.25%
		<u>Term</u>	<u>Payment</u>
		20	\$131,972

## Financial Measurements Notes / Discussion

Financial Measurements	Year 1	Year 2	Year 3
Debt Coverage Ratio (DCR)	0.98	1.18	1.20
Loan-to-Value Ratio (LVR)	105.8%	85.4%	80.3%
Capitalization Rate Based on Cost	5.85%	6.99%	7.16%
Capitalization Rate Based on Resale Price	8.00%	8.00%	8.00%
Gross Rent Multiplier	10.16	8.71	8.73
Net Present Value (NPV) - B/ Taxes <span style="float: right;">13.50%</span>	(7,381,054)	(3,584,098)	(2,685,254)
Cash on Cash Return - Before Taxes	-0.47%	5.25%	6.06%
Internal Rate of Return - Before Taxes		-34.89%	-10.59%
Modified Internal Rate of Return - Before Taxes		-34.81%	-10.34%



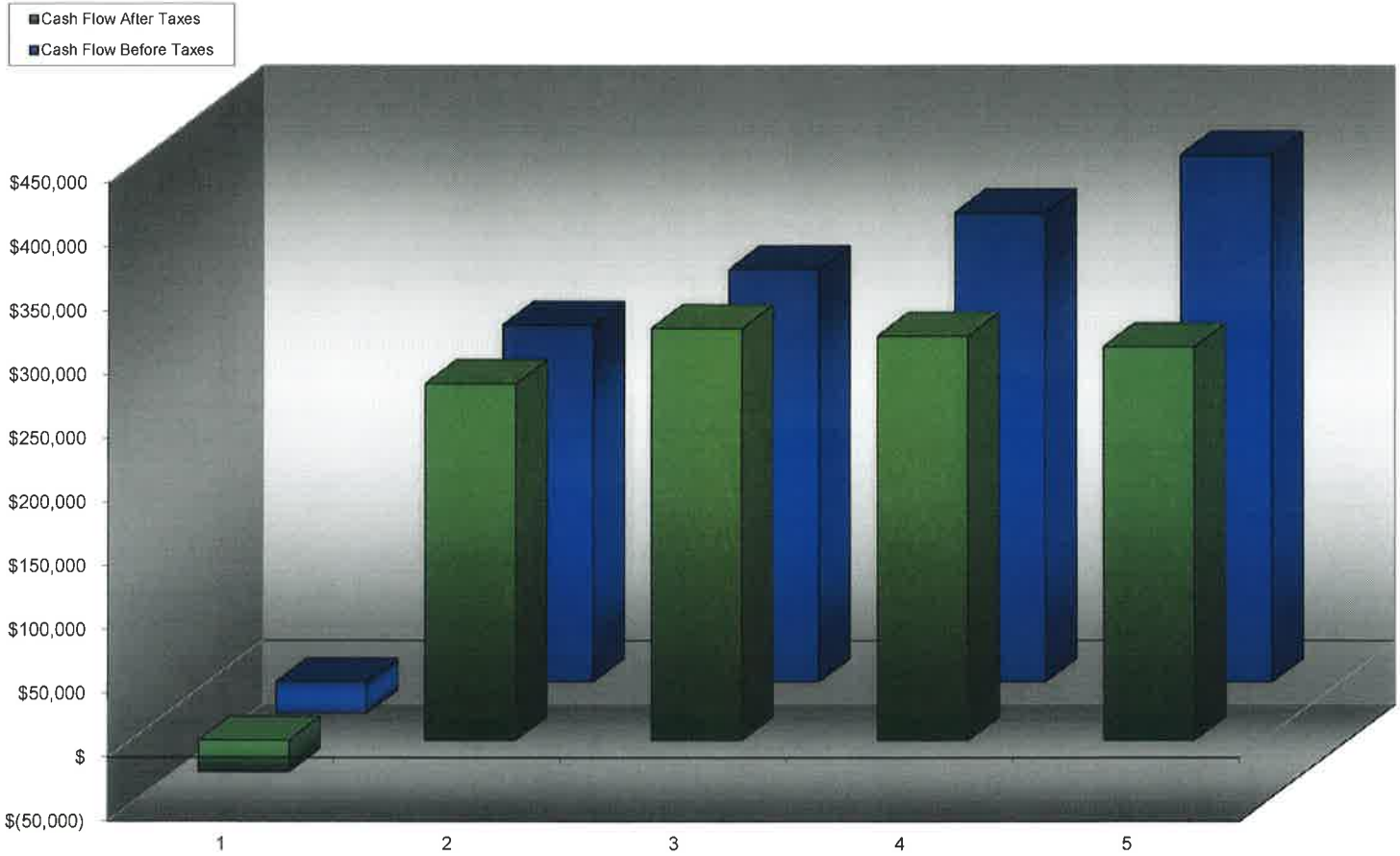
**Disclaimer: All information presented is believed to be accurate.**

The information, calculations and data presented in this report are believed to be accurate but are not a guarantee. The information contained in this report shall not be considered as a substitution for legal, accounting or other professional advice. Please seek proper legal and tax advice as appropriate before making investments.

Exhibit C (Without TIF)

# Cash Flow Projections

Mark Otto  
308.390.7203



Time Period	Net Operating Income	MIP Payments	Debt Service	Cash Flow Before Tax	Incomes Taxes	Cash Flow After Tax
Int Investment				\$ (5,328,017)		\$ (5,328,017)
Year 1	1,558,766	-	(1,583,660)	(24,894)	-	(24,894)
Year 2	1,863,378	-	(1,583,660)	279,718	-	279,718
Year 3	1,906,623	-	(1,583,660)	322,963	-	322,963
Year 4	1,950,793	-	(1,583,660)	367,133	(50,265)	316,868
Year 5	1,995,907	-	(1,583,660)	412,247	(103,893)	308,354

## Exhibit C (Without TIF)

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PMT	Balance	Principal	Interest	Payment	Cumulative		Year-to-Date		
					Interest	Principal	Interest	Principal	Payment
205	4,453,188	116,200	15,772	131,972	10,079,113	16,975,080			
206	4,336,988	116,612	15,360	131,972	10,094,473	17,091,691			
207	4,220,377	117,025	14,947	131,972	10,109,420	17,208,716			
208	4,103,352	117,439	14,533	131,972	10,123,953	17,326,155			
209	3,985,913	117,855	14,117	131,972	10,138,069	17,444,010			
210	3,868,058	118,272	13,699	131,972	10,151,769	17,562,282			
211	3,749,786	118,691	13,280	131,972	10,165,049	17,680,973			
212	3,631,095	119,112	12,860	131,972	10,177,909	17,800,085			
213	3,511,983	119,533	12,438	131,972	10,190,348	17,919,618			
214	3,392,450	119,957	12,015	131,972	10,202,363	18,039,575			
215	3,272,493	120,382	11,590	131,972	10,213,953	18,159,956			
216	3,152,112	120,808	11,164	131,972	10,225,116	18,280,764	161,776	1,421,885	1,583,660
217	3,031,304	121,236	10,736	131,972	10,235,852	18,402,000			
218	2,910,068	121,665	10,306	131,972	10,246,159	18,523,665			
219	2,788,403	122,096	9,876	131,972	10,256,034	18,645,761			
220	2,666,307	122,529	9,443	131,972	10,265,478	18,768,290			
221	2,543,778	122,962	9,009	131,972	10,274,487	18,891,252			
222	2,420,816	123,398	8,574	131,972	10,283,060	19,014,650			
223	2,297,418	123,835	8,137	131,972	10,291,197	19,138,485			
224	2,173,583	124,274	7,698	131,972	10,298,895	19,262,759			
225	2,049,309	124,714	7,258	131,972	10,306,153	19,387,473			
226	1,924,595	125,155	6,816	131,972	10,312,970	19,512,628			
227	1,799,440	125,599	6,373	131,972	10,319,343	19,638,227			
228	1,673,841	126,043	5,928	131,972	10,325,271	19,764,270	100,154	1,483,506	1,583,660
229	1,547,798	126,490	5,482	131,972	10,330,752	19,890,760			
230	1,421,308	126,938	5,034	131,972	10,335,786	20,017,698			
231	1,294,370	127,387	4,584	131,972	10,340,371	20,145,085			
232	1,166,983	127,839	4,133	131,972	10,344,504	20,272,924			
233	1,039,144	128,291	3,680	131,972	10,348,184	20,401,215			
234	910,853	128,746	3,226	131,972	10,351,410	20,529,961			
235	782,107	129,202	2,770	131,972	10,354,180	20,659,163			
236	652,905	129,659	2,312	131,972	10,356,492	20,788,822			
237	523,246	130,119	1,853	131,972	10,358,345	20,918,940			
238	393,128	130,579	1,392	131,972	10,359,738	21,049,520			
239	262,548	131,042	930	131,972	10,360,668	21,180,562			
240	131,506	131,506	466	131,972	10,361,133	21,312,068	35,863	1,547,798	1,583,660

### Exhibit C (Without TIF)



PMT	Balance	Principal	Interest	Payment	Cumulative		Year-to-Date		
					Interest	Principal	Interest	Principal	Payment
151	10,155,292	96,005	35,967	131,972	8,674,941	11,252,781			
152	10,059,287	96,345	35,627	131,972	8,710,568	11,349,126			
153	9,962,942	96,686	35,285	131,972	8,745,853	11,445,812			
154	9,866,256	97,029	34,943	131,972	8,780,796	11,542,841			
155	9,769,227	97,372	34,599	131,972	8,815,395	11,640,213			
156	9,671,855	97,717	34,254	131,972	8,849,650	11,737,931	433,549	1,150,111	1,583,660
157	9,574,137	98,063	33,908	131,972	8,883,558	11,835,994			
158	9,476,074	98,411	33,561	131,972	8,917,119	11,934,404			
159	9,377,664	98,759	33,213	131,972	8,950,332	12,033,164			
160	9,278,904	99,109	32,863	131,972	8,983,195	12,132,272			
161	9,179,796	99,460	32,512	131,972	9,015,707	12,231,732			
162	9,080,336	99,812	32,160	131,972	9,047,866	12,331,545			
163	8,980,524	100,166	31,806	131,972	9,079,672	12,431,710			
164	8,880,358	100,520	31,451	131,972	9,111,123	12,532,231			
165	8,779,837	100,876	31,095	131,972	9,142,219	12,633,107			
166	8,678,961	101,234	30,738	131,972	9,172,957	12,734,341			
167	8,577,727	101,592	30,379	131,972	9,203,336	12,835,933			
168	8,476,135	101,952	30,020	131,972	9,233,356	12,937,885	383,706	1,199,954	1,583,660
169	8,374,183	102,313	29,659	131,972	9,263,014	13,040,198			
170	8,271,870	102,675	29,296	131,972	9,292,310	13,142,873			
171	8,169,195	103,039	28,933	131,972	9,321,243	13,245,913			
172	8,066,155	103,404	28,568	131,972	9,349,811	13,349,317			
173	7,962,751	103,770	28,201	131,972	9,378,012	13,453,087			
174	7,858,981	104,138	27,834	131,972	9,405,846	13,557,225			
175	7,754,843	104,507	27,465	131,972	9,433,311	13,661,731			
176	7,650,337	104,877	27,095	131,972	9,460,406	13,766,608			
177	7,545,460	105,248	26,724	131,972	9,487,129	13,871,856			
178	7,440,212	105,621	26,351	131,972	9,513,480	13,977,477			
179	7,334,591	105,995	25,977	131,972	9,539,457	14,083,472			
180	7,228,596	106,370	25,601	131,972	9,565,058	14,189,842	331,702	1,251,958	1,583,660
181	7,122,226	106,747	25,225	131,972	9,590,283	14,296,590			
182	7,015,478	107,125	24,846	131,972	9,615,129	14,403,715			
183	6,908,353	107,505	24,467	131,972	9,639,596	14,511,219			
184	6,800,849	107,885	24,086	131,972	9,663,683	14,619,105			
185	6,692,963	108,267	23,704	131,972	9,687,387	14,727,372			
186	6,584,696	108,651	23,321	131,972	9,710,708	14,836,023			
187	6,476,045	109,036	22,936	131,972	9,733,644	14,945,059			
188	6,367,009	109,422	22,550	131,972	9,756,193	15,054,480			
189	6,257,588	109,809	22,162	131,972	9,778,356	15,164,290			
190	6,147,778	110,198	21,773	131,972	9,800,129	15,274,488			
191	6,037,580	110,589	21,383	131,972	9,821,512	15,385,077			
192	5,926,991	110,980	20,991	131,972	9,842,504	15,496,057	277,446	1,306,215	1,583,660
193	5,816,011	111,373	20,598	131,972	9,863,102	15,607,430			
194	5,704,638	111,768	20,204	131,972	9,883,306	15,719,198			
195	5,592,870	112,164	19,808	131,972	9,903,114	15,831,362			
196	5,480,706	112,561	19,411	131,972	9,922,525	15,943,922			
197	5,368,146	112,959	19,012	131,972	9,941,537	16,056,882			
198	5,255,186	113,360	18,612	131,972	9,960,149	16,170,241			
199	5,141,827	113,761	18,211	131,972	9,978,360	16,284,002			
200	5,028,066	114,164	17,808	131,972	9,996,168	16,398,166			
201	4,913,902	114,568	17,403	131,972	10,013,571	16,512,735			
202	4,799,333	114,974	16,998	131,972	10,030,569	16,627,709			
203	4,684,359	115,381	16,590	131,972	10,047,159	16,743,090			
204	4,568,978	115,790	16,182	131,972	10,063,341	16,858,880	220,837	1,362,823	1,583,660

### Exhibit C (Without TIF)

PMT	Balance	Principal	Interest	Payment	Cumulative		Year-to-Date		
					Interest	Principal	Interest	Principal	Payment
97	14,866,400	79,320	52,652	131,972	6,276,264	6,524,988			
98	14,787,080	79,601	52,371	131,972	6,328,635	6,604,589			
99	14,707,479	79,883	52,089	131,972	6,380,724	6,684,472			
100	14,627,596	80,166	51,806	131,972	6,432,530	6,764,637			
101	14,547,431	80,450	51,522	131,972	6,484,052	6,845,087			
102	14,466,981	80,734	51,237	131,972	6,535,289	6,925,821			
103	14,386,247	81,020	50,951	131,972	6,586,240	7,006,842			
104	14,305,226	81,307	50,664	131,972	6,636,905	7,088,149			
105	14,223,919	81,595	50,376	131,972	6,687,281	7,169,744			
106	14,142,324	81,884	50,087	131,972	6,737,368	7,251,629			
107	14,060,439	82,174	49,797	131,972	6,787,166	7,333,803			
108	13,978,265	82,465	49,506	131,972	6,836,672	7,416,268	613,060	970,600	1,583,660
109	13,895,800	82,757	49,214	131,972	6,885,886	7,499,026			
110	13,813,042	83,050	48,921	131,972	6,934,808	7,582,076			
111	13,729,992	83,345	48,627	131,972	6,983,435	7,665,421			
112	13,646,647	83,640	48,332	131,972	7,031,767	7,749,060			
113	13,563,008	83,936	48,036	131,972	7,079,802	7,832,996			
114	13,479,072	84,233	47,738	131,972	7,127,541	7,917,230			
115	13,394,838	84,532	47,440	131,972	7,174,981	8,001,761			
116	13,310,307	84,831	47,141	131,972	7,222,121	8,086,592			
117	13,225,476	85,131	46,840	131,972	7,268,962	8,171,724			
118	13,140,344	85,433	46,539	131,972	7,315,500	8,257,157			
119	13,054,911	85,736	46,236	131,972	7,361,736	8,342,892			
120	12,969,176	86,039	45,933	131,972	7,407,669	8,428,931	570,997	1,012,663	1,583,660
121	12,883,137	86,344	45,628	131,972	7,453,297	8,515,275			
122	12,796,793	86,650	45,322	131,972	7,498,619	8,601,925			
123	12,710,143	86,957	45,015	131,972	7,543,634	8,688,882			
124	12,623,186	87,265	44,707	131,972	7,588,341	8,776,146			
125	12,535,922	87,574	44,398	131,972	7,632,739	8,863,720			
126	12,448,348	87,884	44,088	131,972	7,676,827	8,951,604			
127	12,360,464	88,195	43,777	131,972	7,720,603	9,039,799			
128	12,272,269	88,507	43,464	131,972	7,764,068	9,128,306			
129	12,183,762	88,821	43,151	131,972	7,807,219	9,217,127			
130	12,094,941	89,135	42,836	131,972	7,850,055	9,306,262			
131	12,005,806	89,451	42,521	131,972	7,892,575	9,395,713			
132	11,916,355	89,768	42,204	131,972	7,934,779	9,485,481	527,110	1,056,550	1,583,660
133	11,826,587	90,086	41,886	131,972	7,976,665	9,575,567			
134	11,736,501	90,405	41,567	131,972	8,018,232	9,665,972			
135	11,646,096	90,725	41,247	131,972	8,059,478	9,756,697			
136	11,555,371	91,046	40,925	131,972	8,100,404	9,847,744			
137	11,464,324	91,369	40,603	131,972	8,141,006	9,939,112			
138	11,372,956	91,692	40,279	131,972	8,181,286	10,030,805			
139	11,281,263	92,017	39,954	131,972	8,221,240	10,122,822			
140	11,189,246	92,343	39,629	131,972	8,260,869	10,215,165			
141	11,096,903	92,670	39,302	131,972	8,300,170	10,307,835			
142	11,004,233	92,998	38,973	131,972	8,339,144	10,400,834			
143	10,911,234	93,328	38,644	131,972	8,377,788	10,494,161			
144	10,817,907	93,658	38,313	131,972	8,416,101	10,587,820	481,322	1,102,338	1,583,660
145	10,724,248	93,990	37,982	131,972	8,454,083	10,681,810			
146	10,630,258	94,323	37,649	131,972	8,491,731	10,776,132			
147	10,535,936	94,657	37,315	131,972	8,529,046	10,870,789			
148	10,441,279	94,992	36,980	131,972	8,566,026	10,965,781			
149	10,346,287	95,329	36,643	131,972	8,602,669	11,061,110			
150	10,250,958	95,666	36,305	131,972	8,638,974	11,156,776			

### Exhibit C (Without TIF)



PMT	Balance	Principal	Interest	Payment	Cumulative		Year-to-Date		
					Interest	Principal	Interest	Principal	Payment
43	18,758,741	65,534	66,437	131,972	3,055,920	2,618,861			
44	18,693,207	65,767	66,205	131,972	3,122,126	2,684,628			
45	18,627,440	65,999	65,972	131,972	3,188,098	2,750,627			
46	18,561,441	66,233	65,738	131,972	3,253,836	2,816,861			
47	18,495,207	66,468	65,504	131,972	3,319,340	2,883,328			
48	18,428,740	66,703	65,268	131,972	3,384,609	2,950,032	798,577	785,083	1,583,660
49	18,362,036	66,939	65,032	131,972	3,449,641	3,016,971			
50	18,295,097	67,177	64,795	131,972	3,514,436	3,084,148			
51	18,227,920	67,414	64,557	131,972	3,578,993	3,151,562			
52	18,160,506	67,653	64,318	131,972	3,643,312	3,219,215			
53	18,092,853	67,893	64,079	131,972	3,707,390	3,287,108			
54	18,024,960	68,133	63,838	131,972	3,771,229	3,355,241			
55	17,956,827	68,375	63,597	131,972	3,834,826	3,423,616			
56	17,888,452	68,617	63,355	131,972	3,898,181	3,492,233			
57	17,819,835	68,860	63,112	131,972	3,961,293	3,561,092			
58	17,750,976	69,104	62,868	131,972	4,024,161	3,630,196			
59	17,681,872	69,348	62,623	131,972	4,086,784	3,699,544			
60	17,612,524	69,594	62,378	131,972	4,149,162	3,769,138	764,553	819,107	1,583,660
61	17,542,930	69,840	62,131	131,972	4,211,293	3,838,979			
62	17,473,089	70,088	61,884	131,972	4,273,177	3,909,067			
63	17,403,001	70,336	61,636	131,972	4,334,812	3,979,403			
64	17,332,665	70,585	61,387	131,972	4,396,199	4,049,988			
65	17,262,080	70,835	61,137	131,972	4,457,335	4,120,823			
66	17,191,245	71,086	60,886	131,972	4,518,221	4,191,909			
67	17,120,159	71,338	60,634	131,972	4,578,855	4,263,247			
68	17,048,821	71,590	60,381	131,972	4,639,236	4,334,837			
69	16,977,231	71,844	60,128	131,972	4,699,364	4,406,681			
70	16,905,387	72,098	59,873	131,972	4,759,237	4,478,780			
71	16,833,288	72,354	59,618	131,972	4,818,855	4,551,133			
72	16,760,935	72,610	59,362	131,972	4,878,217	4,623,743	729,055	854,605	1,583,660
73	16,688,325	72,867	59,104	131,972	4,937,321	4,696,611			
74	16,615,457	73,125	58,846	131,972	4,996,168	4,769,736			
75	16,542,332	73,384	58,587	131,972	5,054,755	4,843,120			
76	16,468,948	73,644	58,328	131,972	5,113,083	4,916,764			
77	16,395,304	73,905	58,067	131,972	5,171,149	4,990,669			
78	16,321,399	74,167	57,805	131,972	5,228,954	5,064,836			
79	16,247,232	74,429	57,542	131,972	5,286,497	5,139,265			
80	16,172,803	74,693	57,279	131,972	5,343,775	5,213,958			
81	16,098,110	74,958	57,014	131,972	5,400,789	5,288,916			
82	16,023,152	75,223	56,749	131,972	5,457,538	5,364,139			
83	15,947,929	75,489	56,482	131,972	5,514,020	5,439,628			
84	15,872,440	75,757	56,215	131,972	5,570,235	5,515,385	692,018	891,642	1,583,660
85	15,796,683	76,025	55,947	131,972	5,626,182	5,591,410			
86	15,720,658	76,294	55,677	131,972	5,681,859	5,667,705			
87	15,644,363	76,565	55,407	131,972	5,737,266	5,744,269			
88	15,567,799	76,836	55,136	131,972	5,792,402	5,821,105			
89	15,490,963	77,108	54,864	131,972	5,847,266	5,898,213			
90	15,413,855	77,381	54,591	131,972	5,901,857	5,975,594			
91	15,336,474	77,655	54,317	131,972	5,956,173	6,053,249			
92	15,258,819	77,930	54,042	131,972	6,010,215	6,131,179			
93	15,180,889	78,206	53,766	131,972	6,063,981	6,209,385			
94	15,102,683	78,483	53,489	131,972	6,117,469	6,287,868			
95	15,024,200	78,761	53,211	131,972	6,170,680	6,366,629			
96	14,945,439	79,040	52,932	131,972	6,223,612	6,445,668	653,377	930,283	1,583,660

### Exhibit C (Without TIF)

# AMORTIZATION SCHEDULE

## Mortgage 1

Mortgage Amount	\$21,312,068	Monthly Payment	131,972
Annual Interest Rate	4.25%	Annual Payment	1,583,660
Amortization Period	20 Years		

PMT	Balance	Principal	Interest	Payment	Cumulative		Year-to-Date		
					Interest	Principal	Interest	Principal	Payment
1	21,312,068	56,491	75,480	131,972	75,480	56,491			
2	21,255,577	56,692	75,280	131,972	150,760	113,183			
3	21,198,885	56,892	75,079	131,972	225,840	170,075			
4	21,141,993	57,094	74,878	131,972	300,718	227,169			
5	21,084,899	57,296	74,676	131,972	375,393	284,465			
6	21,027,603	57,499	74,473	131,972	449,866	341,964			
7	20,970,104	57,703	74,269	131,972	524,135	399,666			
8	20,912,402	57,907	74,065	131,972	598,200	457,573			
9	20,854,495	58,112	73,860	131,972	672,060	515,685			
10	20,796,383	58,318	73,654	131,972	745,714	574,003			
11	20,738,065	58,524	73,447	131,972	819,161	632,528			
12	20,679,540	58,732	73,240	131,972	892,401	691,259	892,401	691,259	1,583,660
13	20,620,809	58,940	73,032	131,972	965,433	750,199			
14	20,561,869	59,148	72,823	131,972	1,038,256	809,347			
15	20,502,721	59,358	72,614	131,972	1,110,870	868,705			
16	20,443,363	59,568	72,404	131,972	1,183,274	928,273			
17	20,383,795	59,779	72,193	131,972	1,255,466	988,052			
18	20,324,016	59,991	71,981	131,972	1,327,447	1,048,043			
19	20,264,025	60,203	71,768	131,972	1,399,216	1,108,246			
20	20,203,822	60,416	71,555	131,972	1,470,771	1,168,663			
21	20,143,405	60,630	71,341	131,972	1,542,112	1,229,293			
22	20,082,775	60,845	71,126	131,972	1,613,238	1,290,138			
23	20,021,930	61,061	70,911	131,972	1,684,149	1,351,199			
24	19,960,869	61,277	70,695	131,972	1,754,844	1,412,476	862,443	721,217	1,583,660
25	19,899,592	61,494	70,478	131,972	1,825,322	1,473,970			
26	19,838,098	61,712	70,260	131,972	1,895,582	1,535,682			
27	19,776,386	61,930	70,041	131,972	1,965,623	1,597,612			
28	19,714,456	62,150	69,822	131,972	2,035,445	1,659,762			
29	19,652,306	62,370	69,602	131,972	2,105,047	1,722,131			
30	19,589,937	62,591	69,381	131,972	2,174,428	1,784,722			
31	19,527,346	62,812	69,159	131,972	2,243,588	1,847,534			
32	19,464,534	63,035	68,937	131,972	2,312,524	1,910,569			
33	19,401,499	63,258	68,714	131,972	2,381,238	1,973,827			
34	19,338,241	63,482	68,490	131,972	2,449,728	2,037,309			
35	19,274,759	63,707	68,265	131,972	2,517,992	2,101,016			
36	19,211,052	63,933	68,039	131,972	2,586,032	2,164,949	831,187	752,473	1,583,660
37	19,147,119	64,159	67,813	131,972	2,653,844	2,229,108			
38	19,082,960	64,386	67,585	131,972	2,721,430	2,293,494			
39	19,018,574	64,614	67,357	131,972	2,788,787	2,358,108			
40	18,953,960	64,843	67,129	131,972	2,855,916	2,422,951			
41	18,889,117	65,073	66,899	131,972	2,922,815	2,488,024			
42	18,824,044	65,303	66,668	131,972	2,989,483	2,553,327			

### Exhibit C (Without TIF)

# Annual Property Operating Data

Mark Otto  
308.390.7203

	Year 1		Year 2		Year 3		Year 4		Year 5	
	Sq Ft	Per Unit	Sq Ft	Per Unit	Sq Ft	Per Unit	Sq Ft	Per Unit	Sq Ft	Per Unit
<b>Potential Rental Income</b>	\$ 2,622,720	0.99	\$ 2,675,174	1.01	\$ 2,728,678	1.03	\$ 2,783,251	1.05	\$ 2,838,916	1.07
Less: Vacancy & Credit Losses	(393,408)	-0.15	(133,759)	-0.05	(136,434)	-0.05	(139,163)	-0.05	(141,946)	-0.05
Other Income										
<b>Effective Gross Income</b>	<u>\$ 2,229,312</u>	0.84	<u>\$ 2,541,416</u>	0.96	<u>\$ 2,592,244</u>	0.98	<u>\$ 2,644,089</u>	1.00	<u>\$ 2,696,971</u>	1.02
<b>Operating Expenses</b>										
Advertising	4,320	1.25	4,363	1.26	4,407	1.28	4,451	1.29	4,495	1.30
Insurance	103,680	30.00	104,717	30.30	105,764	30.60	106,822	30.91	107,890	31.22
Maintenance	50,000	14.47	50,500	14.61	51,005	14.76	51,515	14.91	52,030	15.06
Management Fee	78,682	22.77	80,255	23.22	81,860	23.69	83,498	24.16	85,167	24.64
Pest Control	10,368	3.00	10,472	3.03	10,576	3.06	10,682	3.09	10,789	3.12
Property Taxes	309,936	89.68	313,035	90.88	316,166	91.48	319,327	92.40	322,521	93.32
Gas	25,000	7.23	25,250	7.31	25,503	7.38	25,758	7.45	26,015	7.53
Trash Removal	19,440	5.63	19,634	5.68	19,831	5.74	20,029	5.80	20,229	5.85
Water	69,120	20.00	69,811	20.20	70,509	20.40	71,214	20.61	71,927	20.81
<b>Total Operating Expenses</b>	<u>\$ 670,546</u>	0.25	<u>\$ 678,038</u>	0.26	<u>\$ 685,621</u>	0.26	<u>\$ 693,296</u>	0.26	<u>\$ 701,064</u>	0.26
<b>Net Operating Income (NOI)</b>	<u>\$ 1,558,766</u>	0.59	<u>\$ 1,863,378</u>	0.70	<u>\$ 1,906,623</u>	0.72	<u>\$ 1,950,793</u>	0.74	<u>\$ 1,995,907</u>	0.75
Less: Annual Debt Service	(1,583,660)	-0.60	(1,583,660)	-0.60	(1,583,660)	-0.60	(1,583,660)	-0.60	(1,583,660)	-0.60
<b>Cash Flow Before Taxes</b>	<u>\$ (24,894)</u>	-0.01	<u>\$ 279,718</u>	0.11	<u>\$ 322,963</u>	0.12	<u>\$ 367,133</u>	0.14	<u>\$ 412,247</u>	0.16

## Income Tax Analysis

Mark Otto  
308.390.7203

Tax Analysis - Operations	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Net Operating Income (NOI) from CFA</b>	\$ 1,558,766	\$ 1,863,378	\$ 1,906,623	\$ 1,950,793	\$ 1,995,907
Tax Depreciation	(928,367)	(968,730)	(968,730)	(968,730)	(968,730)
Interest Expense - Mortgage #1	(819,161)	(864,989)	(833,843)	(801,348)	(767,444)
<b>Operating Taxable Income (Loss)</b>	<u>\$ (188,761)</u>	<u>\$ 29,659</u>	<u>\$ 104,050</u>	<u>\$ 180,715</u>	<u>\$ 259,733</u>
Federal & State Tax Rate	0.00%	0.00%	0.00%	0.00%	0.00%
<b>Income Tax Benefit (Expense)</b>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>
Subject to Suspended Loss Rules?	<span style="border: 1px solid black; padding: 2px;">Yes</span>				

Tax Analysis - Property Sale	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Adjusted Projected Sales Price</b>	\$ 18,315,505	\$ 21,894,689	\$ 22,402,822	\$ 22,921,821	\$ 23,451,908
Original Cost of Property	(26,640,085)	(26,640,085)	(26,640,085)	(26,640,085)	(26,640,085)
Gain (Loss) on Property	<u>\$ (8,324,580)</u>	<u>\$ (4,745,396)</u>	<u>\$ (4,237,263)</u>	<u>\$ (3,718,264)</u>	<u>\$ (3,188,177)</u>
Accumulated Depreciation/Amortization	928,367	1,897,097	2,865,827	3,834,558	4,803,288
Total Accumulated Depreciation	<u>\$ 928,367</u>	<u>\$ 1,897,097</u>	<u>\$ 2,865,827</u>	<u>\$ 3,834,558</u>	<u>\$ 4,803,288</u>
<b>Taxable Gain (Loss) on Property Sale</b>	<u>\$ (7,396,213)</u>	<u>\$ (2,848,299)</u>	<u>\$ (1,371,435)</u>	<u>\$ 116,293</u>	<u>\$ 1,615,112</u>
Capital Gain & State Rate on Sale	0.00%	0.00%	0.00%	0.00%	0.00%
Income Tax Benefit (Expense)	-	-	-	-	-
<b>Income Tax Benefit (Expense)</b>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

### Exhibit C (Without TIF)

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## Cash Flow Analysis

Mark Otto  
308.390.7203

Rental Activity Analysis	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Potential Rental Income</b>	\$ 2,622,720	\$ 2,675,174	\$ 2,728,678	\$ 2,783,251	\$ 2,838,916
Other Income					
Less: Vacancy & Credit Losses	(393,408)	(133,759)	(136,434)	(139,163)	(141,946)
<b>Effective Gross Income</b>	\$ 2,229,312	\$ 2,541,416	\$ 2,592,244	\$ 2,644,089	\$ 2,696,971
Less: Operating Expenses	(670,546)	(678,038)	(685,621)	(693,296)	(701,064)
<b>Net Operating Income (NOI)</b>	\$ 1,558,766	\$ 1,863,378	\$ 1,906,623	\$ 1,950,793	\$ 1,995,907
Less: Annual Debt Service	(1,583,660)	(1,583,660)	(1,583,660)	(1,583,660)	(1,583,660)
<b>CASH FLOW Before Taxes</b>	\$ (24,894)	\$ 279,718	\$ 322,963	\$ 367,133	\$ 412,247

Property Resale Analysis	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Projected Sales Price</b>	\$ 19,484,580	\$ 23,292,223	\$ 23,832,790	\$ 24,384,916	\$ 24,948,839
Less: Selling Expenses	(1,169,075)	(1,397,533)	(1,429,967)	(1,463,095)	(1,496,930)
<b>Adjusted Projected Sales Price</b>	\$ 18,315,505	\$ 21,894,689	\$ 22,402,822	\$ 22,921,821	\$ 23,451,908
Less: Mortgage(s) Balance Payoff	(20,620,809)	(19,899,592)	(19,147,119)	(18,362,036)	(17,542,930)
<b>SALE PROCEEDS Before Taxes</b>	\$ (2,305,304)	\$ 1,995,097	\$ 3,255,703	\$ 4,559,784	\$ 5,908,979

Cash Position	Year 1	Year 2	Year 3	Year 4	Year 5
Cash Generated in Current Year	\$ (24,894)	\$ 279,718	\$ 322,963	\$ 316,868	\$ 308,354
Cash Generated in Previous Years	n/a	(24,894)	254,824	577,787	894,655
Cash Generated from Property Sale	(2,229,799)	2,058,738	3,277,724	4,559,784	5,908,979
Original Initial Investment	(5,328,017)	(5,328,017)	(5,328,017)	(5,328,017)	(5,328,017)
<b>Total Potential CASH Generated</b>	\$ (7,582,710)	\$ (3,014,455)	\$ (1,472,506)	\$ 126,423	\$ 1,783,971

Financial Measurements	Year 1	Year 2	Year 3	Year 4	Year 5	
Debt Coverage Ratio (DCR)	0.98	1.18	1.20	1.23	1.26	
Loan-to-Value Ratio (LVR)	105.8%	85.4%	80.3%	75.3%	70.3%	
Capitalization Rate Based on Cost	5.85%	6.99%	7.16%	7.32%	7.49%	
Capitalization Rate Based on Resale Price	8.00%	8.00%	8.00%	8.00%	8.00%	
Break-Even Ratio	85.95%	84.54%	83.16%	81.81%	80.48%	
Operating Expense Ratio	30.08%	26.68%	26.45%	26.22%	25.99%	
Net Present Value (NPV) - Before Taxes	13.50%	(7,381,054)	(3,584,098)	(2,685,254)	(1,943,056)	(1,334,702)
Cash-on-Cash Return with Equity	-142.32%	0.00%	74.90%	48.78%	36.35%	
Cash-on-Cash Return - Before Taxes	-0.47%	5.25%	6.06%	6.89%	7.74%	
Internal Rate-of-Return (IRR) - Before Taxes	Can't Comp.	-34.89%	-10.59%	0.85%	6.76%	
Modified Internal Rate-of-Return (MIRR) - Before Taxes	-100.00%	-34.81%	-10.34%	0.82%	6.38%	

### Exhibit C (Without TIF)

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

**RESOLUTION NO. 213**

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Passed and approved this 11 day of May, 2016.

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

By Tom Colborn  
Chairperson

ATTEST:

Chad A. [Signature]  
Secretary

Talon Apartments



COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY  
OF GRAND ISLAND, NEBRASKA

RESOLUTION NO. 214

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

WHEREAS, this Community Redevelopment Authority of the City of Grand  
Island, Nebraska ("Authority"), has received an Application for Tax Increment  
Financing under the Nebraska Community Development Law (the "Act") on a  
project within Redevelopment Area 19, from Talon Apartments, (The "Developer")  
for redevelopment of an area within the city limits of the City of Grand Island as set  
forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand  
Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a  
project within Redevelopment Area 19;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

Passed and approved this 11 day of May, 2016.

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

By Tom Clout  
Chairperson

ATTEST:

Chad B.  
Secretary

Talon Apartments



Resolution Number 2016-04

HALL COUNTY REGIONAL PLANNING COMMISSION

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

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

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

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

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

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

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

DATED: June 1, 2016.

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By: [Signature]  
Chair

By: [Signature]

Secretary

Talon Apartments



# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item E-5

**Public Hearing on Request to Rezone Property located North of US Hwy 34 and East of South Locust Street from B2-AC – General Business with an Arterial Commercial Overlay to RD – Residential Development (Talon Apartments, Inc.)**

*Council action will take place under Ordinances item F-1.*

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Regional Planning Commission  
**Meeting:** June 28, 2016  
**Subject:** Rezone from B2-AC to RD Zone  
**Presenter(s):** Chad Naby AICP, Regional Planning Director

## Background

An application has been made to rezone property described as Vanosdall Second Subdivision from B2-AC to RD Zone.

## Discussion

At the regular meeting of the Regional Planning Commission, held June 1, 2016 the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

Naby explained an application has been made to rezone 10.656 acres north of U.S. Highway 34 and east of South Locust Street from B2-AC General Commercial with an Arterial Commercial Overlay to RD Residential Development Zone. The developers are proposing to building eight 36 unit three story apartment buildings as shown on the attached plans.

O'Neill closed the Public Hearing.

A motion was made by Ruge and seconded by Hoggatt to approve the Rezone request as presented.

The motion carried with 10 members present and 10 voting in favor (O'Neill, Hoggatt, Ruge, Maurer, Robb, Kjar, Huisman, Sears, Kjar, Rainforth, and Monter) and no member abstaining.

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

## **Alternatives**

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

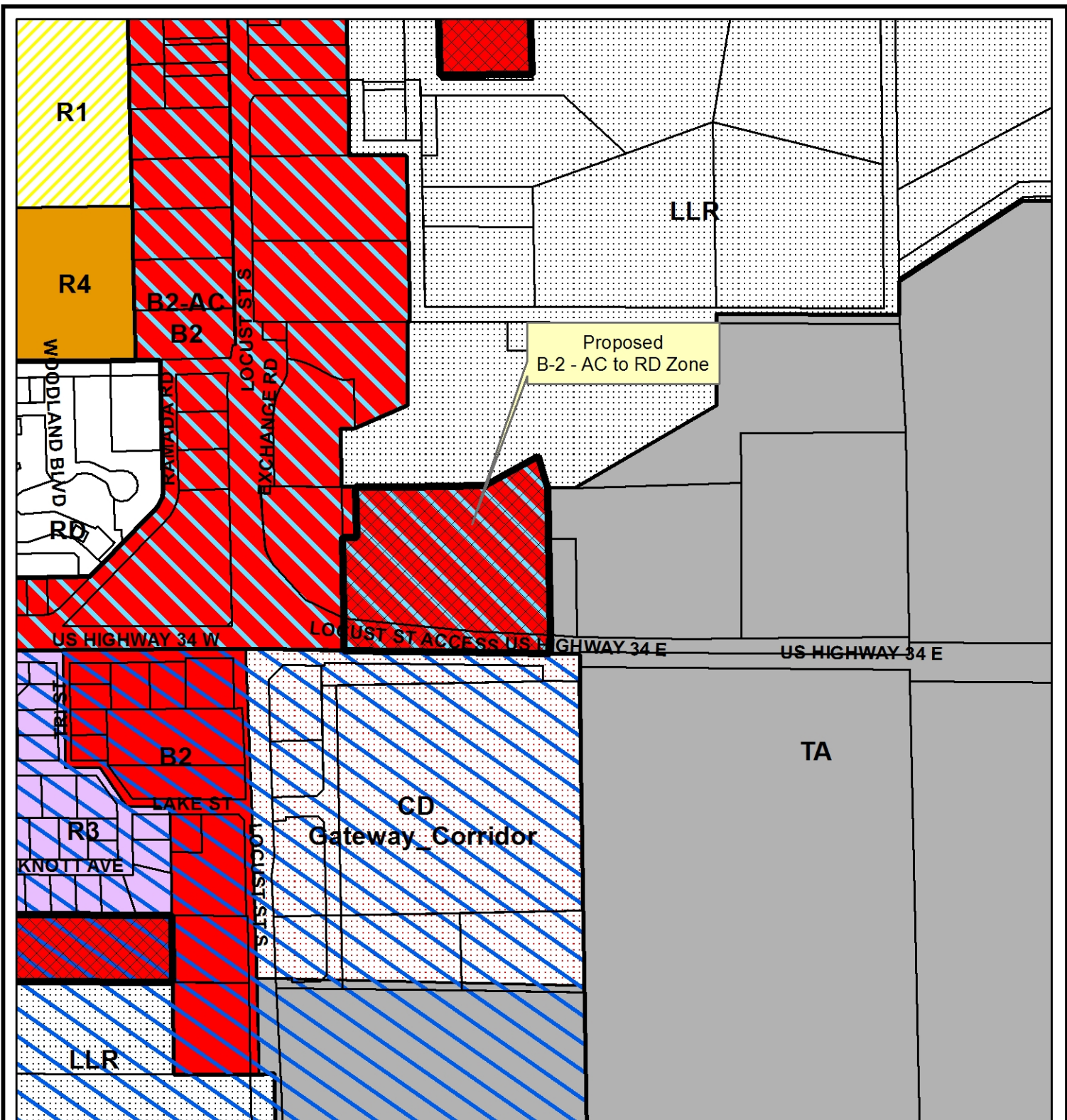
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve the ordinance and development plan as presented.



# Proposed Zoning

Scale : NONE

C-18-2016G1



- From R2-AC : Arterial Commercial Overlay Zone
- to RD : Residential Development Zone



Area that is requested for rezoning

( SEE MAP )

**Agenda Item # 4**

**PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:**

December 23, 2015

**SUBJECT:** *Zoning Change (C-07-2016GI)*

**PROPOSAL:** An application has been made to rezone 10.656 acres north of U.S. Highway 34 and east of South Locust Street from B2-AC General Commercial with an Arterial Commercial Overlay to RD Residential Development Zone. The developers are proposing to building eight 36 unit three story apartment buildings as shown on the attached plans.

**OVERVIEW:**

**Site Analysis**

*Current zoning designation:*

**B2-AC** General Business with and Arterial Commercial Overlay

*Permitted and conditional uses:*

**TA** Agricultural uses including: raising of livestock, but not confined feeding, raising crops, greenhouses and nurseries and residential uses up to a density of 1 unit per 20 acres. Minimum lot size 20 acres. **B2-Residential** uses at a density of up to 43 units per acre, a variety of commercial, retail, office and service uses. **AC-** An overlay district that was created after the 1980 tornadoes to increase the landscaping and limit outdoor sales in along South Locust.

*Comprehensive Plan Designation:*

Designated for future development as low to medium density residential from the south edge of the lake to the north property line and highway commercial from the south edge of the lake to U.S. Highway 34. (See the attached future land use map)

*Existing land uses.*

Vacant (Formerly Ball Field Complex)

*Proposed Zoning Designation*

**B2-AC** General Business with and Arterial Commercial Overlay -.

**LLR**-Large Lot Residential - Agricultural uses, recreational uses and residential uses at a density of 2 dwelling units per acre with 25% coverage.

**Adjacent Properties Analysis**

*Current zoning designations:*

**North: LLR**- Large Lot Residential

**East TA**- Transitional Agriculture,

**West: B2-AC** General Business with an Arterial Commercial Overlay



**South: CD-Commercial Development Zone**

*Permitted and conditional uses:* **TA** Agricultural uses including: raising of livestock, but not confined feeding, raising crops, greenhouses and nurseries and residential uses up to a density of 1 unit per 20 acres. Minimum lot size 20 acres. **LLR** — Agricultural uses, recreational uses and residential uses at a density of 2 dwelling units per acre with 25% coverage. **B2**-Residential uses at a density of up to 43 units per acre, a variety of commercial, retail, office and service uses. **AC**- An overlay district that was created after the 1980 tornadoes to increase the landscaping and limit outdoor sales in along South Locust. **CD** a variety of commercial, retail, office and service uses with development permitted as outlined in the development agreement, no residential uses.

*Comprehensive Plan Designation:* **North:** Designated for Low to Medium Density Residential.  
**West:** Designated for General and Highway Commercial  
**East:** Designated for Medium Density Residential to Office  
**South:** Designated for Highway Commercial

*Existing land uses:* **North Lake front residential on very large lots**  
**South:** *Walmart*  
**East:** Residential and Farm Ground  
**West:** Hotels and vacant property owned by CRA (formerly The Desert Rose)

**EVALUATION:**

**Positive Implications:**

- *Consistent with the City's Comprehensive Land Use Plan:* The subject property is designated for a combination of Commercial and Residential uses. Apartments are allowed within the commercial districts of Grand Island.
- *Would allow for additional development at this key intersection on the entrance to Grand Island:* This would allow the property owners to develop this site.
- *Additional housing choices:* These are the first new apartments south of Stolley Park Road west of Blaine Street in more than 40 years. This would help meet the housing needs of Grand Island and would spread the housing out around the community.
- *New residential development may spur additional commercial development:* Most of the new commercial development has occurred in northwest Grand Island along the

U.S. Highway 281 corridor because that is the largest new population center. The lots in front of Wal-Mart just to the south of this project have been available for more than 10 years and there has not been any additional development at that location. One possible reason for this may be that there has not been much new housing developed in southeast Grand Island. This is a chance to change that and potentially encourage additional commercial development in the area as well.

- *New Market Rate Rental Housing:* This is a proposal for up to 288 new market rate apartments in Grand Island. One of the factors constraining growth within the community is the availability of housing. This would help relieve at least one section of that need. The proposal to develop this in 4 phases helps by spreading allowing time for the market to absorb the new units.

#### **Negative Implications:**

- *Potential Impact to Schools:* This project is not designed to appeal to families with school age children but if some families live in the apartments it would have an impact on schools, most especially Star elementary. Star is being rebuilt and will be open prior to the first of these apartments being completed.

#### **Other Considerations**

The this property is already intended for possible commercial and residential uses as shown below on the Future Land Use Map for the City of Grand Island.

As this is an RD zone the rezoning approval includes approval of the enclosed development plan, preliminary and final plat. The proposed plan calls for eight 3 story 36 unit buildings each on their own lot, a single lot for garage structures and a lot at the northeast corner of the property for a maintenance building. The development will be phased with 2 apartment buildings per phase beginning with the westerly two buildings.

The developer is proposing to build eight apartment buildings with thirty-six dwelling units in each building on this site (288 units total). At the proposed density, this development would be 27 units per acre or 1 unit for every 1612 square feet. This is about 2/3's of the development than could be allowed in the current B2-AC zoning district. The initial floor plans, as submitted, show all 2-bedroom units. This development provides for public utilities within the development. Road access would initially be from Exchange Road with a possibility of access from Locust Street and U.S. Highway 34 in later phases. An all weather emergency and construction access will be built from U.S. Highway 34 into the development with the initial phase.

A copy of the proposed floor plan and building elevations is attached.

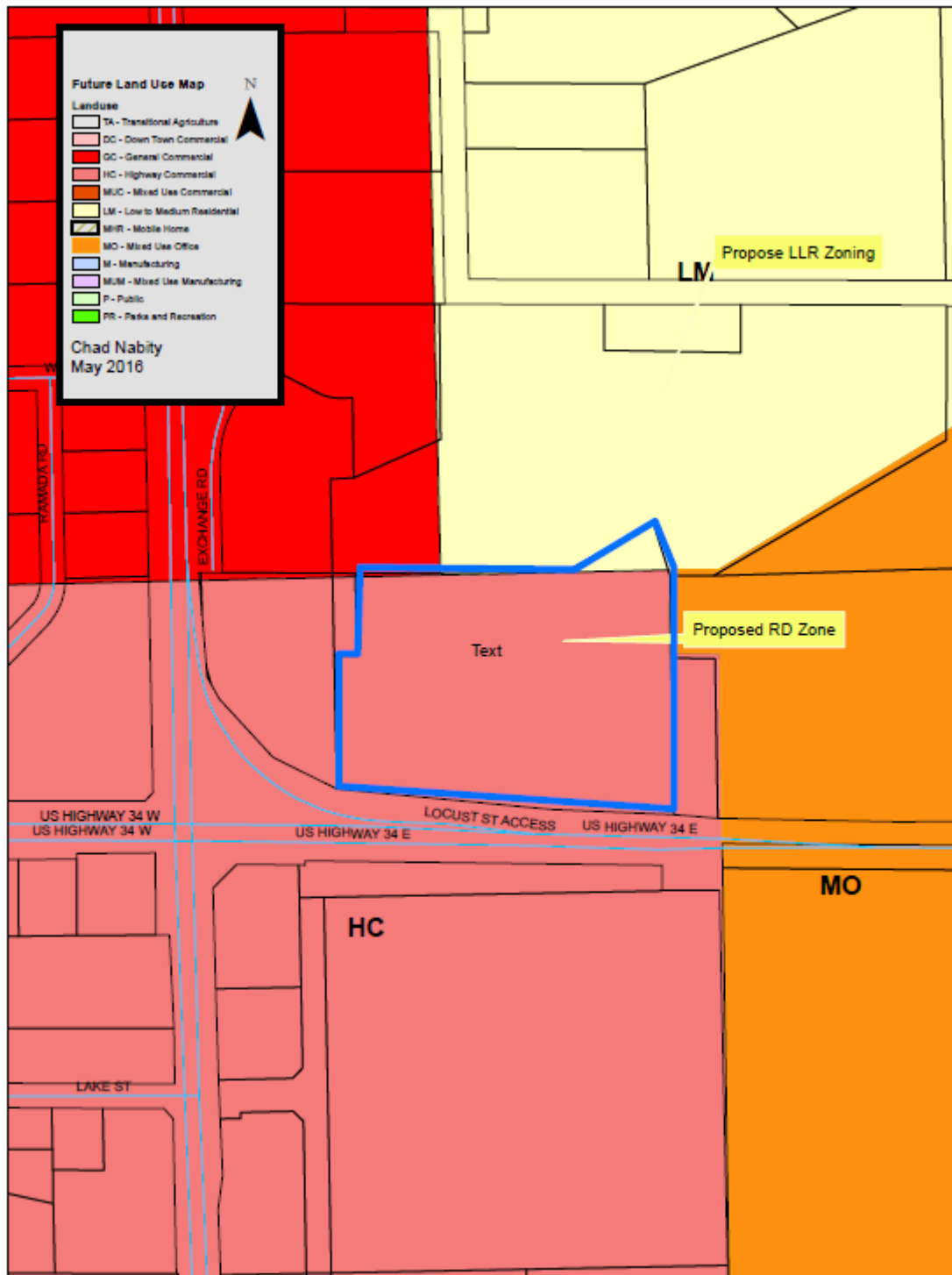
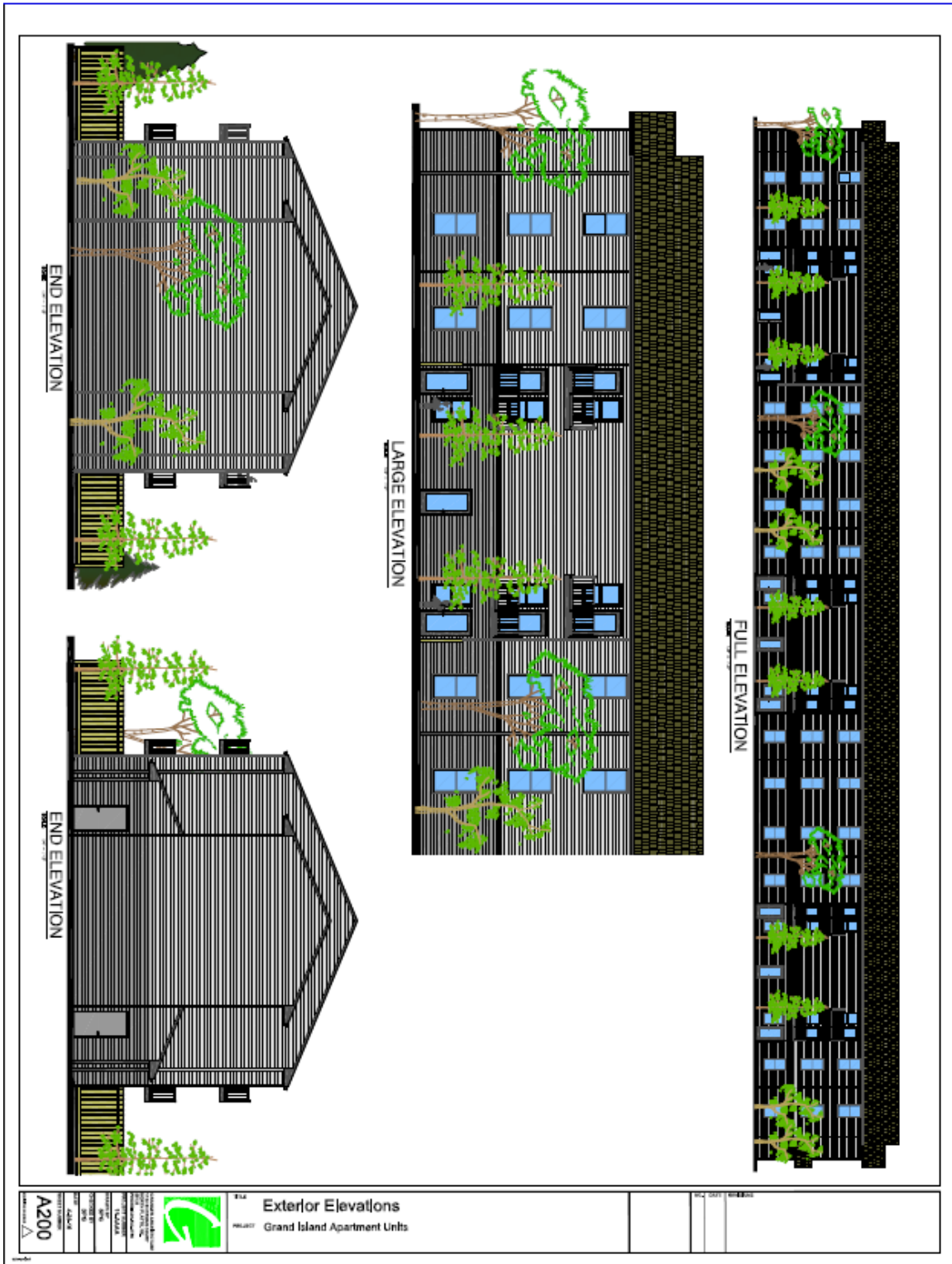


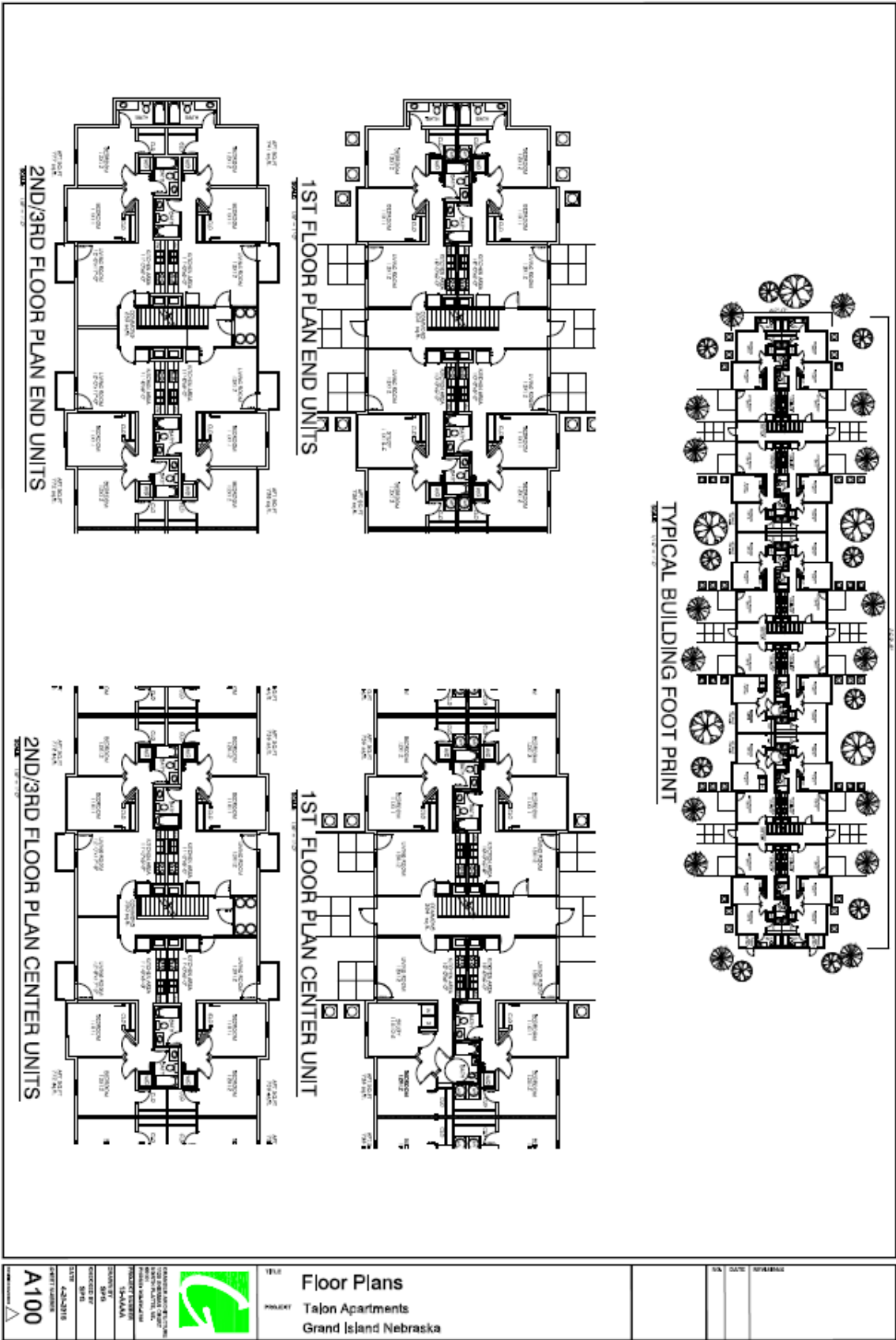
Figure 1 Future Land Use Map from the Grand Island Comprehensive Plan

**RECOMMENDATION:**

That the Regional Planning Commission recommends that the Grand Island City Council change the zoning on this site from B2-AC General Business with an Arterial Commercial Overlay to RD Residential Development Zone and approve the proposed development plan as submitted.

\_\_\_\_\_ Chad Nabity





 <p> <b>FILE</b> Floor Plans  <b>PROJECT</b> Talon Apartments          Grand Island Nebraska       </p>	NO. _____ DATE _____ REVISION _____
	<p> <b>DESIGNED BY</b> _____  <b>CHECKED BY</b> _____  <b>DATE</b> _____  <b>SCALE</b> _____  <b>PROJECT NUMBER</b> _____  <b>PROJECT NAME</b> _____  <b>CLIENT NAME</b> _____  <b>CLIENT ADDRESS</b> _____  <b>CLIENT PHONE</b> _____  <b>CLIENT FAX</b> _____  <b>CLIENT EMAIL</b> _____       </p>



DWG: F:\2016\0001-0500\016-0218\40-Design\AutoCAD\Final Plans\Sheets\PBIN\OVERALL SITE LAYOUT.dwg USER: atough  
 DATE: Apr 19, 2016 1:09pm XREFS: 0160218\_AP C\_PBASE\_50218 0160218\_Rawy-5 TOPO-WLMRTSOUTH BASE-WLMRTSOUTH BASE-UTILITIES



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 Grand Island, NE 68802-1072  
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 FAX 308.394.8752  
 www.olssonassociates.com

REV. NO.	DATE	REVISIONS DESCRIPTION

VANOSDALL	2016
GRAND ISLAND, NEBRASKA	REVISIONS

drawn by: \_\_\_\_\_  
 checked by: \_\_\_\_\_  
 approved by: \_\_\_\_\_  
 project no.: \_\_\_\_\_  
 drawing no.: \_\_\_\_\_  
 date: \_\_\_\_\_

**SHEET**  
 2 of 2



# TALON APARTMENTS FIRST SUBDIVISION PRELIMINARY PLAT

JUNE 2016

SHEET 1 OF 3  
LOT LAYOUT

SUBDIVISION AREA  
10.66 ACRES

ZONING  
EXISTING ZONE: B2  
PROPOSED ZONE: RD

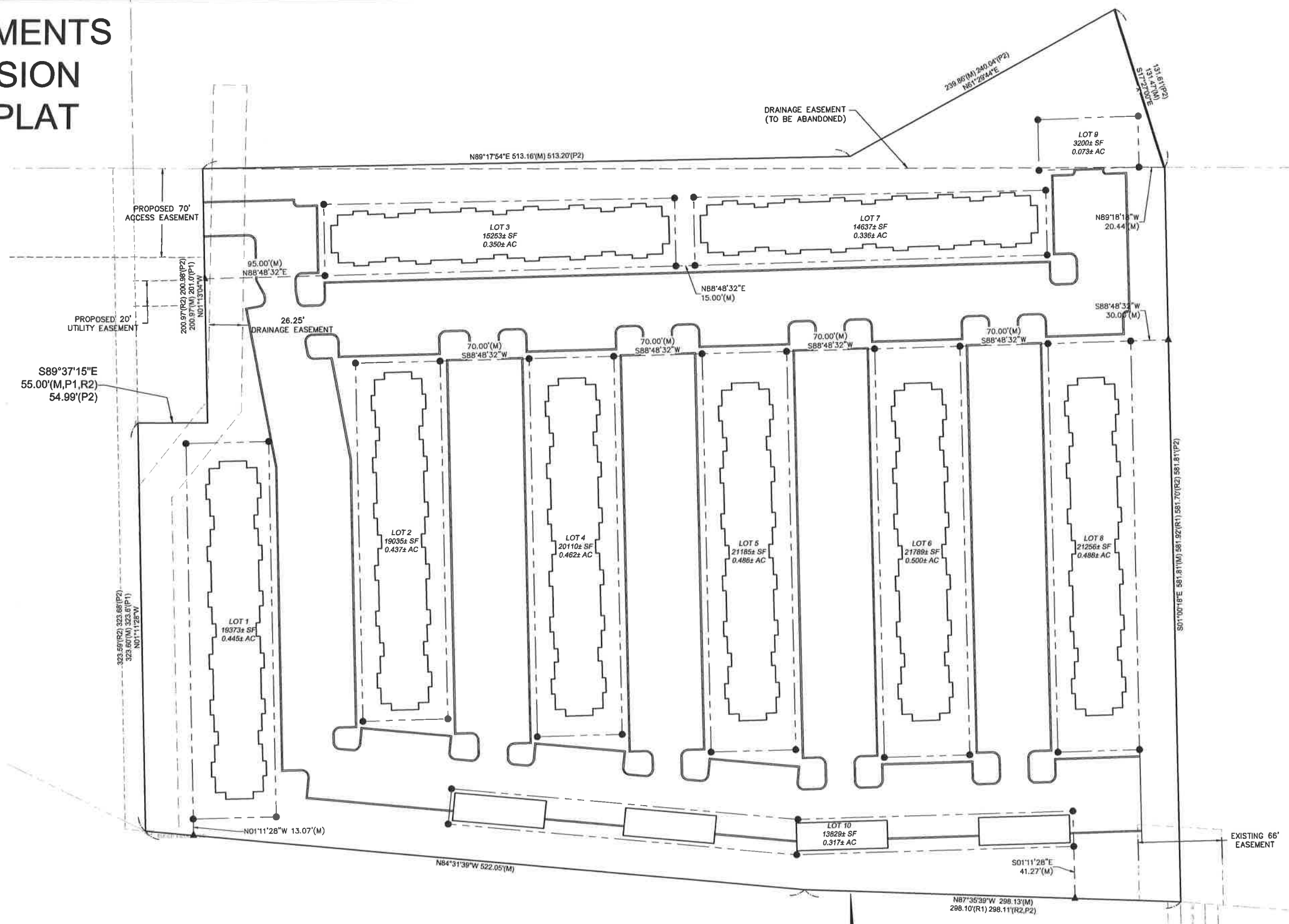
DEVELOPER/OWNER  
TALON APARTMENTS INC.  
1603 COVENTRY LANE  
GRAND ISLAND, NE 68801

ENGINEER/LAND SURVEYOR  
OLSSON ASSOCIATES  
201 E. 2ND ST.  
GRAND ISLAND, NE 68802

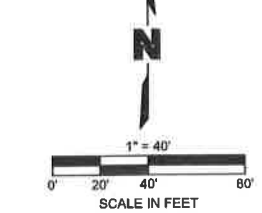
### LEGAL DESCRIPTION

A REPLAT OF ALL OF LOT 3, VANODSALL SECOND  
SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY,  
NEBRASKA.

SAID TRACT CONTAINS A CALCULATED AREA OF  
464,193.60 SQUARE FEET OR 10.656 ACRES MORE OR  
LESS.



DWG: F:\2016\0001-0500\015-0218\45-Design\AutoCAD\Final Plans\Sheets\PB\INC\_PLT\_60218.dwg USER: aloupin  
 DATE: Apr 22, 2016 8:43am XREFS: C\_PBASE\_60218 V\_XTPO\_2016-0218\_TOPO-WLMRTSOUTH\_BASE-WLMRTSOUTH\_BASE-UTILITIES\_V\_FPT\_60218



**OLSSON ASSOCIATES**

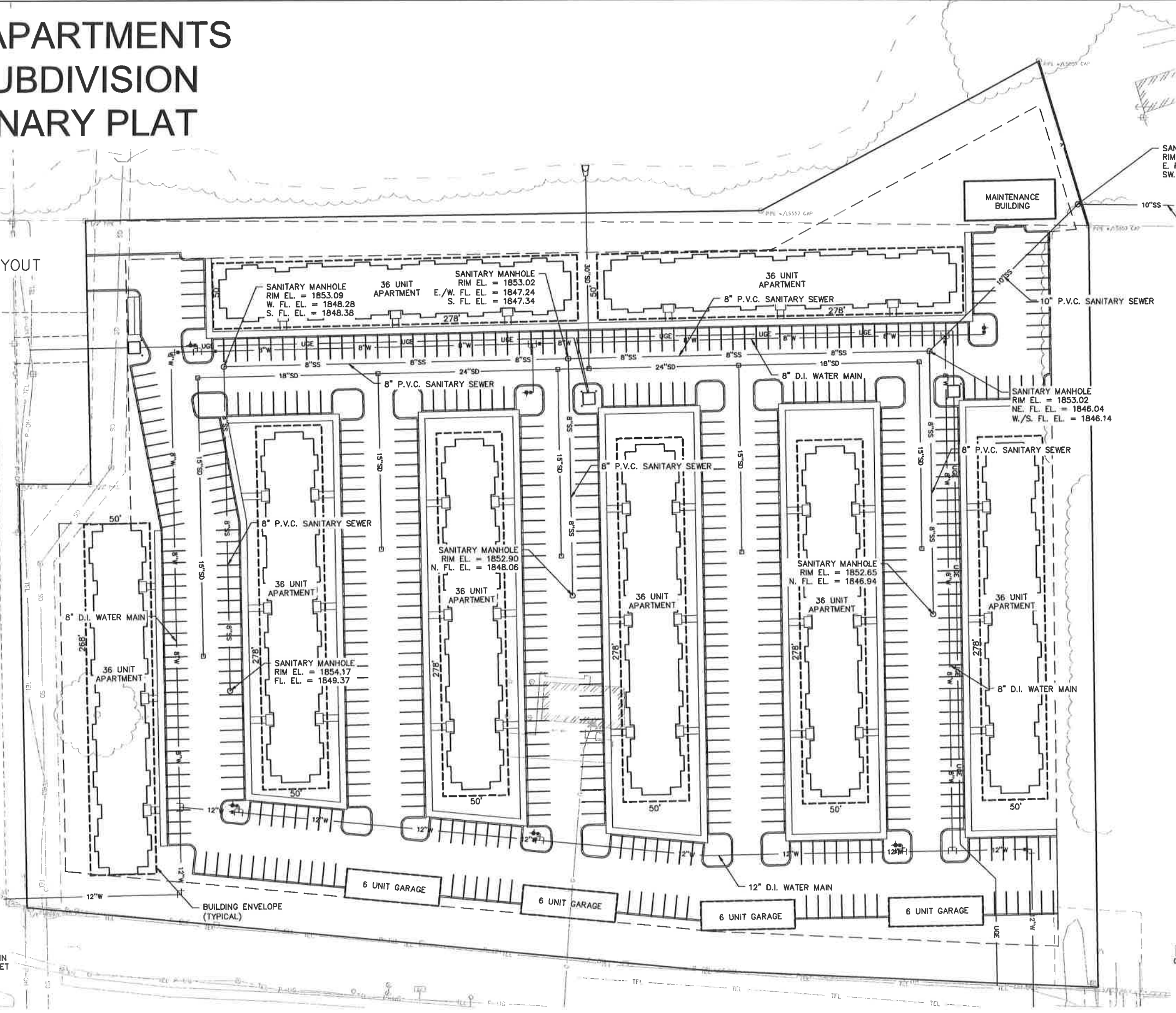
201 East 2nd Street  
P.O. Box 1072  
Grand Island, NE 68802-1072

TEL 308.384.8760  
FAX 308.384.8752  
www.olssonassociates.com

# TALON APARTMENTS FIRST SUBDIVISION PRELIMINARY PLAT

JUNE 2016

SHEET 2 OF 3  
SITE & UTILITY LAYOUT



SANITARY MANHOLE  
RIM EL. = 1853.02  
E. FL. EL. = 1845.49  
SW. FL. EL. = 1845.59

PROPOSED SANITARY SEWER OUTLETS INTO  
SANITARY MANHOLE LOCATED AT THE  
MIDARD DR INTERSECTION

MAINTENANCE  
BUILDING

SANITARY MANHOLE  
RIM EL. = 1853.09  
W. FL. EL. = 1848.28  
S. FL. EL. = 1848.38

36 UNIT  
APARTMENT

SANITARY MANHOLE  
RIM EL. = 1853.02  
E./W. FL. EL. = 1847.24  
S. FL. EL. = 1847.34

36 UNIT  
APARTMENT

SANITARY MANHOLE  
RIM EL. = 1853.02  
NE. FL. EL. = 1846.04  
W./S. FL. EL. = 1846.14

SANITARY MANHOLE  
RIM EL. = 1852.90  
N. FL. EL. = 1848.06

36 UNIT  
APARTMENT

SANITARY MANHOLE  
RIM EL. = 1852.65  
N. FL. EL. = 1846.94

36 UNIT  
APARTMENT

SANITARY MANHOLE  
RIM EL. = 1854.17  
FL. EL. = 1849.37

36 UNIT  
APARTMENT

SANITARY MANHOLE  
RIM EL. = 1854.17  
FL. EL. = 1849.37

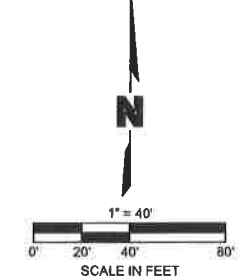
36 UNIT  
APARTMENT

6 UNIT GARAGE

6 UNIT GARAGE

6 UNIT GARAGE

6 UNIT GARAGE



**OLSSON**  
ASSOCIATES

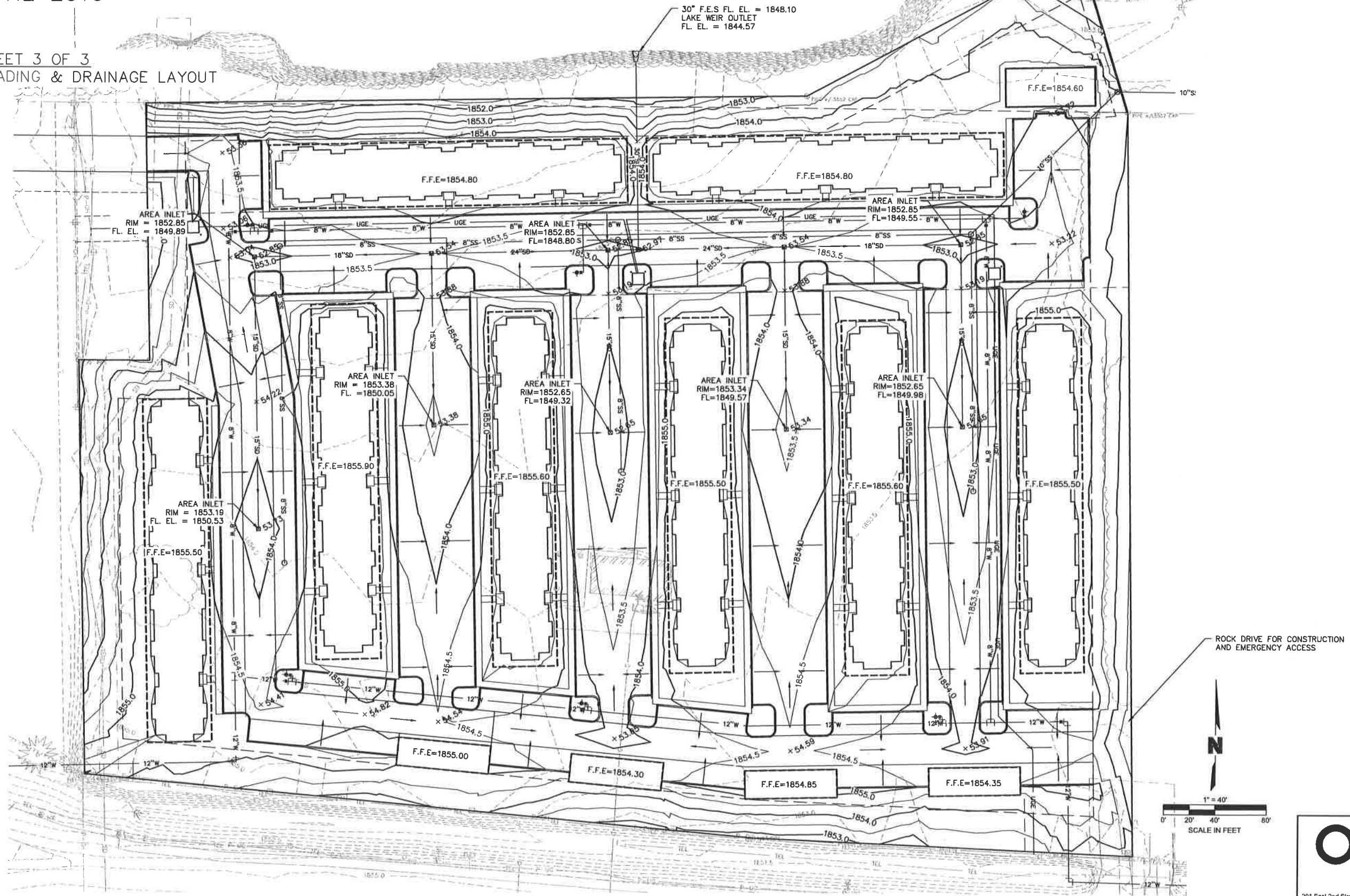
301 East 2nd Street  
P.O. Box 1072  
Grand Island, NE 68802-1072  
TEL 308.384.8760  
FAX 308.384.8752  
www.olssonassociates.com

DWG: F:\2016\001-0500016-0218\4D-Design\AutoCAD\Final\Plans\Sheets\PRINC. PLT\_60218.dwg USER: ataroh  
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# TALON APARTMENTS FIRST SUBDIVISION PRELIMINARY PLAT

JUNE 2016

SHEET 3 OF 3  
GRADING & DRAINAGE LAYOUT



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 BASE-UTILITIES\_V\_FPT\_60218

**MOLSSON**  
ASSOCIATES

201 East 2nd Street  
P.O. Box 1072  
Grand Island, NE 68802-1072

TEL 308.384.8750  
FAX 308.384.8752 www.dlsonassociates.com

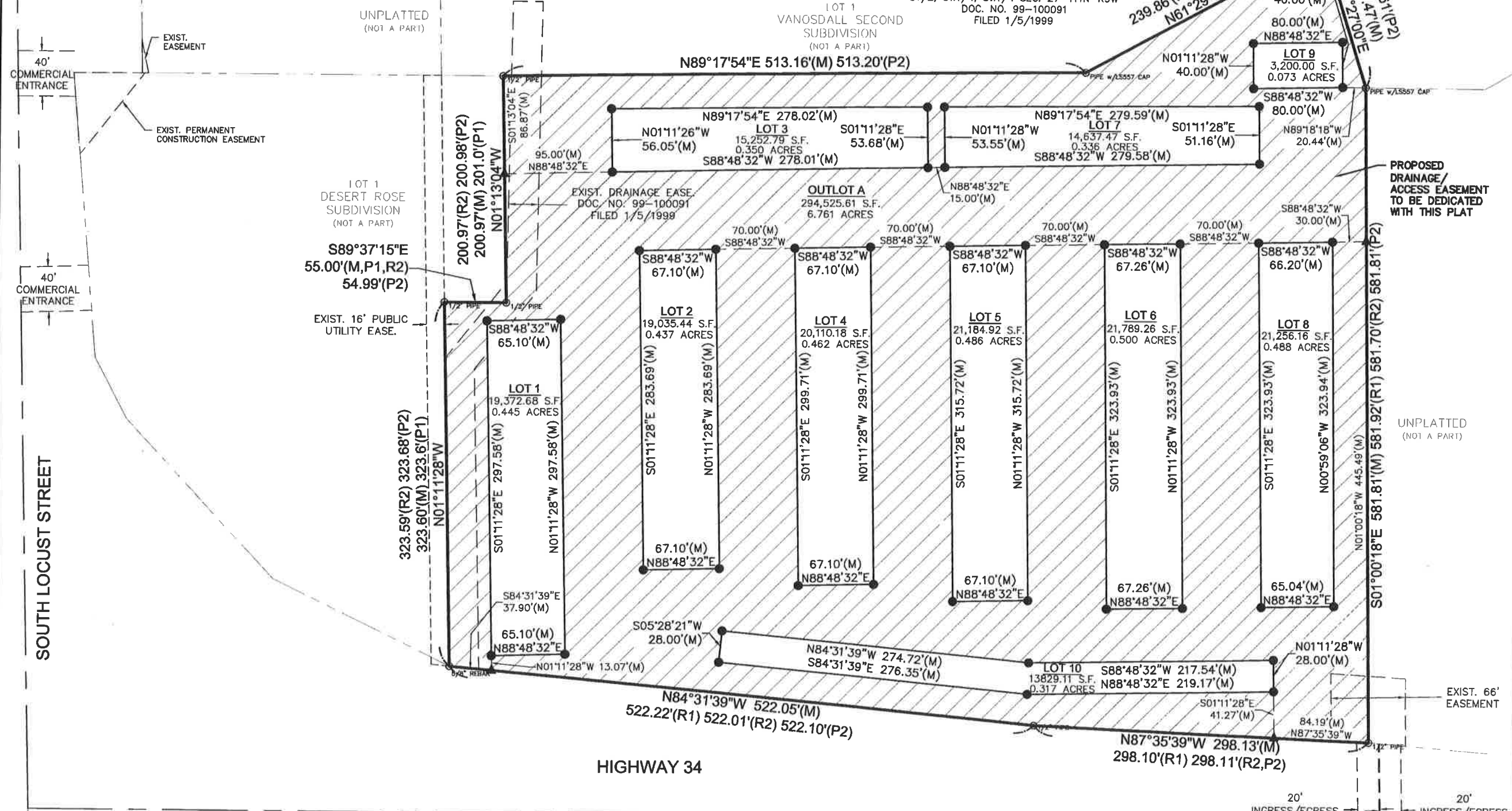


# TALON APARTMENTS FIRST SUBDIVISION

## CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

### FINAL PLAT

DRAINAGE EASE,  
LYING NORTH OF THE NORTH LINE  
S1/2, SW1/4, SW1/4 SEC. 27-T11N-R9W  
DOC. NO. 99-100091  
FILED 1/5/1999



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 DATE: Apr 20, 2016 5:45pm  
 USER: Ramirez  
 TOPO-WLMRTSOUTH  
 BASE-WLMRTSOUTH  
 BASE-UTILITIES

OWNERS: TALON APARTMENTS, INC.  
 SUBDIVIDER: TALON APARTMENTS, INC.  
 SURVEYOR: OLSSON ASSOCIATES  
 ENGINEER: OLSSON ASSOCIATES  
 NUMBER OF LOTS: 11

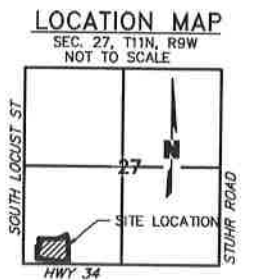
**SHEET 1 OF 2**

**OLSSON ASSOCIATES**  
 201 East 2nd Street  
 P.O. Box 1072  
 Grand Island, NE 68802-1072  
 TEL 308.384.8750  
 FAX 308.384.8752

PROJECT NO. 2016-0218  
 HNB GI HWY 34  
 APARTMENTS SURVEY  
 FB GI 2016-1



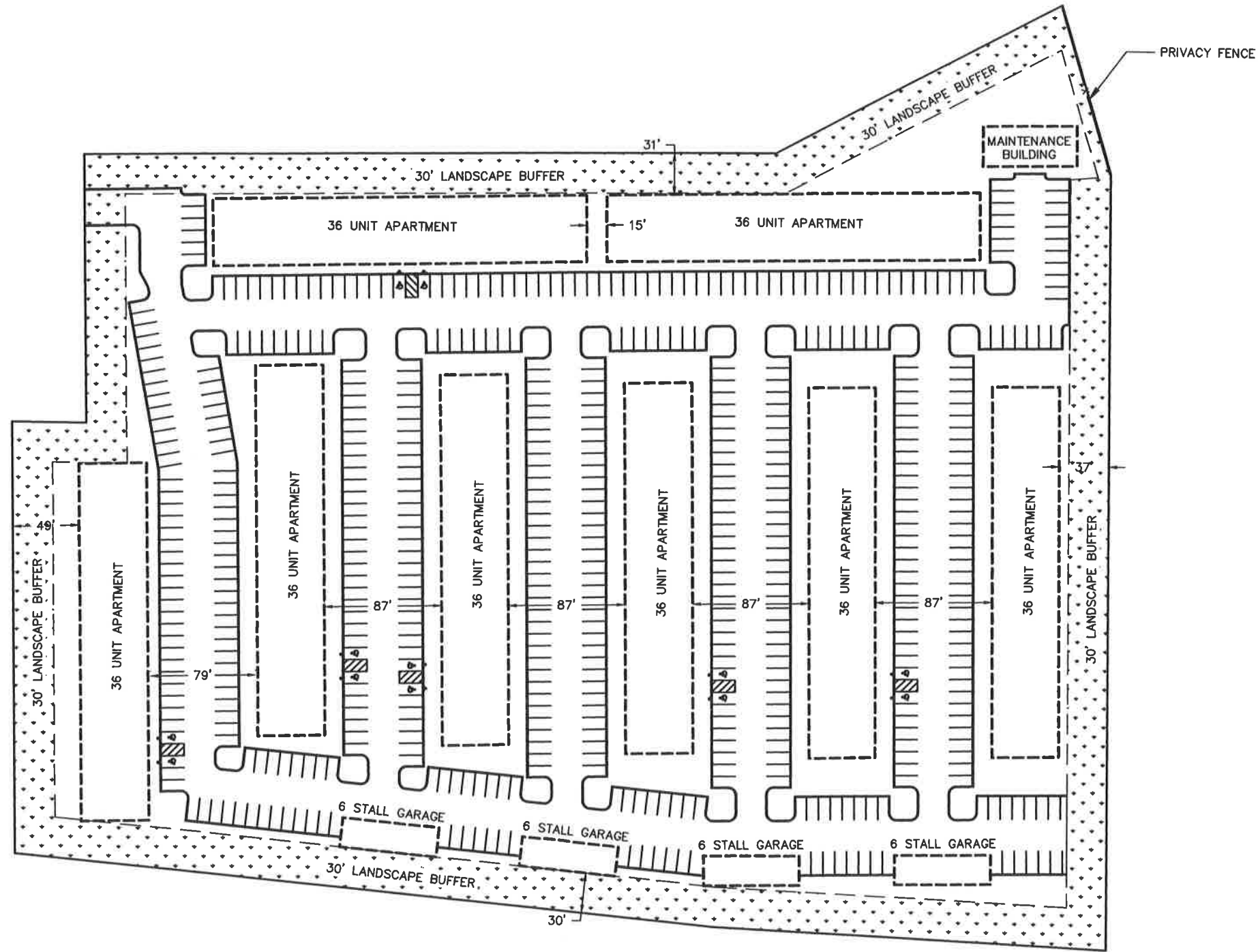
- LEGEND**
- SET CORNER (5/8"x24" REBAR W/CAP)
  - ⊕ FOUND CORNER (AS NOTED)
  - ▲ TEMPORARY CORNER
  - PROPERTY LINE
  - - - PROPOSED SUBDIVISION LINE
  - SECTION LINE
  - - - EASEMENT LINE
  - M MEASURED DISTANCE
  - P1 DESERT ROSE SUB
  - P2 VANOSDALL SECOND SUB
  - R1 CHARLES B. BEER LS#192 DATED SEPT. 12, 1984
  - R2 LEE D. WAGNER LS#557 DATED SEPT. 21, 2009
  - ▨ PROPOSED DRAINAGE/ACCESS EASEMENT







# TALON APARTMENTS FIRST SUBDIVISION DEVELOPMENT PLAN



LANDSCAPE BUFFER

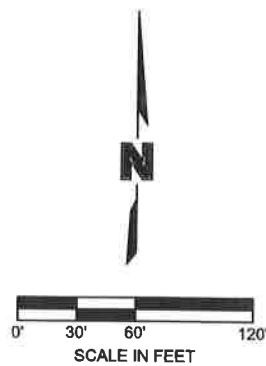


EXHIBIT A

**MOLSSON ASSOCIATES**  
 201 East 2nd Street  
 P.O. Box 1072  
 Grand Island, NE 68802-1072  
 TEL: 308.384.8760  
 FAX: 308.384.8762

DWG: F:\2016\0001-0500\016-0218\40-Design\AutoCAD\Final Plans\Sheets\PBIN\C\_DP\_60218.dwg  
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# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item E-6

### **Public Hearing on Community Development Block Grant Consolidated Plan and Annual Action Plan Funding Allocations**

*No Council action will be needed but discussion will take place under Request and Referrals item H-1.*

**Staff Contact:**

# **Council Agenda Memo**

**From:** Charley Falmlen, Community Development

**Meeting:** June 28, 2016

**Subject:** Public Hearing on Community Development Block Grant Consolidated Plan and Annual Action Plan Funding Allocations

**Presenter(s):** Charley Falmlen, Community Development

## **Background**

Grand Island began the process of becoming an Entitlement Community in September 2015. A large part of the planning process for this Community Development Block Grant (CDBG) model is the creation of the 3, 4 or 5-year Consolidated Plan, which also includes the Annual Action Plan. The City has chosen to complete a 3-year Consolidated Plan. The Annual Action Plan for Fiscal Year 2016-2017 is included in the Consolidated Plan for 2017-2019. A separate Annual Action Plan is prepared for each Fiscal Year, in which a Consolidated Plan is not created.

A Public Hearing regarding the development of the Consolidated Plan and Annual Action Plan was held on March 22, 2016. This Public Hearing included the results of the Community Needs Assessment which were being used to identify items for the Priority Needs portion of the Consolidated Plan. No comments were recorded.

## **Discussion**

The Consolidated Plan identifies community development needs, goals, and priorities for Grand Island, and contains a housing and homeless needs assessment, a housing marketing analysis, and a strategic plan. The Action Plan addresses the intended use of an estimated \$348,927 in entitlement grant funds under the Community Development Block Grant (CDBG) program and identifies community development priority needs, objectives, and activities to be implemented during FY 2016-17. All proposed activities are subject to approval and final adoption by the Mayor and the Grand Island City Council during the August 9, 2016 City Council meeting. The following table summarizes the proposed allocations for planned activities in FY 2016-17:

\$50,000 – Housing Development Corporation Purchase-Rehab-Resell Program Support  
\$80,000 – “Continuum of Care” Grant to address housing needs of low income, extremely low income and homeless persons

\$50,000 – Housing Improvement Partnership Program Support  
\$35,000 – Small Business Rental Assistance Program  
\$75,000 – The Revitalization Fund for Small Business Owners  
\$58,927 – Program Administration

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\$348,927 – TOTAL

The proposed Consolidated Plan and Action Plan will be available for review at the following locations after June 28, 2016:

- Grand Island City Hall, City Clerk’s Office, 100 E. 1st Street, Grand Island, NE 68801.
- Grand Island Public Library, 211 N. Washington Street, Grand Island, NE 68801.
- Hall County Housing Authority, 911 Baumann Drive, Grand Island, NE 68803.
- City of Grand Island’s website at [www.grand-island.com](http://www.grand-island.com) categorized under “Regional Planning” then “Community Development”.

Questions, comments or suggestions are encouraged concerning the 2017-2019 Consolidated Plan and 2016-2017 Action Plan and will be accepted until July 28, 2016. All interest parties may request copies of all documents or submit written comments details to Charley Falmlen, Community Development Division at 100 E. 1st Street, Grand Island, NE 68801, or by email at [charleyf@grand-island.com](mailto:charleyf@grand-island.com). The approved Consolidated Plan and Action Plan will be submitted to the U.S. Department of Housing and Urban Development on or before August 15, 2016.

No action is required by the City Council.



# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item F-1

**#9590 - Consideration of Request to Rezone Property located North of US Hwy 34 and East of South Locust Street from B2-AC – General Business with an Arterial Commercial Overlay to RD – Residential Development (Talon Apartments, Inc.)**

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9590

An ordinance rezoning certain tracts of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising all of Lot Three (3) Vanosdall Second Subdivision in the City of Grand Island, Hall County, Nebraska, from B2-AC General Business with an Arterial Commercial Overlay to RD-Residential Development Zone; directing the such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; amending the provisions of Section 36-44; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on June 1, 2016, held a public hearing and made a recommendation on the proposed zoning of such area; and

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

WHEREAS, after public hearing on June 28, 2016, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned and reclassified and changed from B2-AC General Business with an Arterial Commercial Overlay Zone to RD-Residential Development Zone:

all of Lots Three (3) Vanosdall Second Subdivision in the City of Grand Island, Hall County, Nebraska,

SECTION 2. That the proposed development plan for the above described real estate, as shown on the plan submitted with the rezoning request is approved.

Approved as to Form June 24, 2016	by _____ City Attorney
--------------------------------------	---------------------------



ORDINANCE NO. 9590 (Cont.)

SECTION 3. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-44 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance and that the approved development plan be kept in the records of the Hall County Regional Planning Department.

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: June 28, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, June 28, 2016**

**Council Session**

## **Item G-1**

### **Approving Minutes of June 14, 2016 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

June 14, 2016

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on June 14, 2016. Notice of the meeting was given in *The Grand Island Independent* on June 8, 2016.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following City Council members were present: Mitch Nickerson, Mark Stelk, Jeremy Jones, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmember Chuck Haase was absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Finance Director Renae Griffiths, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Chandler Hehnke.

INVOCATION was given by Pastor Richard King, Solid Rock Baptist Church, 3221 West 13<sup>th</sup> Street followed by the PLEDGE OF ALLEGIANCE.

PUBLIC HEARINGS:

Public Hearing on Request from Calm Nights, LLC dba Hotel Grand Conference Center, 2503 South Locust Street for a Class "C" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "C" Liquor License had been received from Calm Nights, LLC dba Hotel Grand Conference Center, 2503 South Locust Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on May 11, 2016; notice to the general public of date, time, and place of hearing published on June 4, 2016; notice to the applicant of date, time, and place of hearing mailed on May 12, 2016; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections and completion of a state approved alcohol server/seller training program. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - Northwest Corner of Hwy. 30 and Engleman Road (West Park Plaza Mobile Home Park, LLC). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at the northwest corner of Hwy. 30 and Engleman Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would provide for new transformers and high voltage underground power lines for the West Park Plaza Mobile Home Park. The easement would also allow the Utilities Department to install, access, operate and maintain the electric infrastructure. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 2023 S. Locust Street (First National Bank of Omaha). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 2023 S. Locust Street was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would provide for access for the placement, operation, and maintenance of the high-voltage underground power line, the transformer and appurtenances for the new bank located at 2023 S. Locust Street. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Right-of-Way at the Intersection of Faidley Avenue & Diers Avenue in Crane Valley, Crane Valley 5th & Richmond Subdivisions (Staab Real Estate, O'Connor Properties, Equitable Building & Loan Assoc., & West Faidley Medical Center). Public Works Director John Collins reported that acquisition of a utility easement located at the intersection of Faidley Avenue and Diers Avenue was needed in order to allow for the construction, operation, maintenance, extension, repair, replacement, and removal of public utilities within the easement to accommodate the installation of a traffic signal. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9589 - Consideration of Creation of Sanitary Sewer District No. 538T, Ext of Sanitary Sewer to Serve Lot One (1) Jack Voss Horse Country Club Third Subdivision, Lot One (1) Miracle Valley Second Subdivision, and Part of the W 1/2 SW 1/4 of Misc Tracts 2-11-10 (W of Engleman Rd, N of Michigan Ave)

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

Public Works Director John Collins reported this tap district would be able to serve three (3) lots, with the potential to serve more lots upon the development of Jack Voss Horse Country Club 3<sup>rd</sup> Subdivision. The area was presently served with both water and electric. The cost was estimated to be between \$60,000 and \$100,000.

The following people spoke in support:

Randy Skarka, 3008 Orleans Drive  
Hope Nelson, 3987 West Capital Avenue  
Andrew Hanquist, 202 West 3<sup>rd</sup> Street

Motion by Donaldson, second by Paulick to approve Ordinance #9589.

City Clerk: Ordinance #9589 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9589 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9589 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda items G-11, G-14, G-15 and G-18 (Resolutions #2016-134, 2016-137, 2016-138, and 2016-141) were pulled for further discussion. Motion by Fitzke, second by Stelk to approve the Consent Agenda excluding items G-11, G-14, G-15 and G-18. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of May 24, 2016 City Council Regular Meeting.

Approving Appointment of Al Satterly to the Civil Service Commission.

Approving Liquor Manager Designation for Ian Butler, 6030 193rd Avenue, Omaha, NE for Shopko #38, 2208 North Webb Road.

#2016-127 - Approving Request from Calm Nights, LLC dba Hotel Grand Conference Center, 2503 South Locust Street for a Class "C" Liquor License and Liquor Manager Designation for Rhonda Saalfeld, 823 Austin Avenue.

#2016-128 - Approving Acquisition of Utility Easement - Northwest Corner of Hwy. 30 and Engleman Road (West Park Plaza Mobile Home Park, LLC).

#2016-129 - Approving Acquisition of Utility Easement - 2023 S. Locust Street (First National Bank of Omaha).

#2016-130 - Approving Bid Award - Water Main Project 2015-W-1 - Pine Street Crossing at the Union Pacific Railroad Tracks with Van Kirk Bros. Contracting of Sutton, NE in an Amount of \$148,276.78.

#2016-131 - Approving Bid Award - Water Main Project 2016-W-3 - 13th & Beal Streets with The Diamond Engineering Company of Grand Island, NE in an Amount of \$23,348.57.

#2016-132 - Approving Sale of Residual Fuel Oil with Altiras Fuels of Houston, TX in an Amount of \$0.0125 per net pound (\$0.05 per gallon).

#2016-133 - Approving Pipeline Crossing Agreement - Pine Street at the Union Pacific Railroad Tracks - Water Main Project 20015-W-1.

#2016-134 - Approving 2016 GIPD & HCSO JAG (Justice Assistance Grant) Application and Funding. Motion by Nickerson, second by Minton to approve. Upon roll call vote, all voted aye. Motion adopted. Councilmember Jones abstained.

#2016-135 - Approving the Continuation of the Three (3) Year VOCA Grant #2015-VA-0224 for the Police Department.

#2016-136 - Approving Acceptance of Grant for Fire Training Simulator.

#2016-137 - Approving Interlocal Agreement with the Grand Island Public Schools for Improvements to Adams Street. Motion by Minton, second by Stelk to approve. Upon roll call vote, all voted aye. Motion adopted. Councilmember Steele abstained.

#2016-138 - Approving Agreement for Public Transit Services with the Senior Citizens Industries, Inc. of Grand Island, NE in an Amount of \$53,202.50 per month from July 1, 2016 through June 30, 2017 with the option of renewing the Agreement for a maximum of two years with increased costs each year. Pam Lancaster representing the Senior Citizens Industry spoke in support. Motion by Hehnke, second by Paulick to approve. Upon roll call vote, all voted aye. Motion adopted. Councilmember Stelk abstained.

#2016-139 - Approving Acquisition of Public Right-of-Way at the Intersection of Faidley Avenue & Diers Avenue in Crane Valley, Crane Valley 5th & Richmond Subdivisions (Staab Real Estate, O'Connor Properties, Equitable Building & Loan Assoc., & West Faidley Medical Center).

#2016-140 - Approving Amendment No. 1 to the Agreement for Engineering Consulting Services Related to Community Development Block Grant Handicap Ramps 4th to 5th Streets; Sycamore Street to Eddy Street; Project No. 2014-2G with Schemmer Associates of Lincoln, NE for an Increase of \$34,045.00 and a Revised Contract Amount of \$128,397.00.

#2016-141 - Approving Bid Award for the Pavement Lifting & Stabilization with Polyurethane Foam – South Locust St from Lake St. to Diversion Bridge with Thrasher, Inc. of LaVista, NE in an Amount of \$250,500.00. Public Works Director John Collins explained the process of the project. Motion by Nickerson, second by Hehnke to approve. Upon roll call vote, all voted aye. Motion adopted.

#2016-142 - Approving Correction to Resolution No. 2016-65 Regarding Purchase of a New Motor Grader from Murphy Tractor for the Streets Division of the Public Works Department. It was noted the correction was to correct the date of the first payment to November 25, 2016.

#2016-143 - Approving Temporary Construction Easements at the Intersection of Faidley Avenue & Diers Avenue in Crane Valley, Crane Valley 5th & Richmond Subdivisions (Staab Real Estate, O'Connor Properties, Equitable Building & Loan Assoc., & West Faidley Medical Center).



#2016-144 - Approving Section 125 Cafeteria Plan Renewal with TASC in an Amount of \$3.66 per enrollee.

#2016-145 - Approving Dental Plan Renewal with Delta Dental of Nebraska in an Amount of \$4.23 per employee per month for three years effective October 1, 2016.

#2016-146 - Approving Agreement with Tyler Technologies for Tyler Content Manager (TCM) Product in an Amount of \$64,025.00 and a recurring yearly cost of \$2,430.00.

#2016-147 - Approving Microsoft Licensing Enterprise Agreement with En Pointe Technologies Sales, Inc. in an Amount of \$281,782.80 plus annual true-ups.

RESOLUTIONS:

#2016-148 - Consideration of Approving Resolution Regarding Food and Beverage Funds prior to 7-1-16. City Attorney Jerry Janulewicz reported Resolution #2016-148 would define were the surplus on the current food and beverage occupation tax would go towards. Designated was the artificial turf at the fieldhouse and design and construction of restrooms at the Veteran's Sports Complex. Any remaining money would then be designated to cover future quarterly payments to the Nebraska Sate Fair for the City's match.

John Kenna, 3841 Meadowlark Circle spoke in support. Jay Vavricek, 2729 Brentwood Blvd. representing the 1868 Foundation spoke in support and requested any excess funds go to the equine facility being built at Fonner Park. Discussion was held regarding possible surplus funds and collection of past due taxes.

Motion by Donaldson, second by Minton to approve Resolution #2016-148. Upon roll call vote, all voted aye. Motion adopted.

#2016-149 - Consideration of Appointment of Robert Falldorf as Police Chief. Mayor Jensen submitted the appointment of Robert Falldorf as the next Police Chief.

Motion by Stelk, second by Paulick to approve Resolution #2016-149. Upon roll call vote, all voted aye. Motion adopted.

Newly appointed Police Chief Robert Falldorf thanked the Mayor, City Administration and City Council for the opportunity to serve as the next Police Chief. He also recognized his family present. Mr. Falldorf introduced his wife, Irene, who pinned the Chief's strips and new badge on Mr. Falldorf's uniform.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Retiring Police Chief Steve Lamken. Mayor Jensen and the City Council recognized Police Chief Steve Lamken with a plaque for his outstanding and dedicated service to the citizens of Grand Island as Police Chief. Chief Lamken was present for the recognition.

Police Chief Lamken stated it was an honor to serve as the Grand Island Police Chief and recognized all the officers who worked for him.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Fitzke to approve the Claims for the period of May 25, 2016 through June 14, 2016 for a total amount of \$8,730,324.76. Unanimously approved.

ADJOURN TO EXECUTIVE SESSION: Motion by Paulick, second by Hehnke to adjourn to Executive Session at 8:14 p.m. for the purpose of a strategy session with respect to Labor Negotiations with the Fraternal Order of Police (FOP) #24. Unanimously approved.

RETURN TO REGULAR SESSION: Motion by Paulick, second by Fitzke to return to Regular Session at 8:33 p.m. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:34 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item G-2

**Approving Minutes of June 21, 2016 City Council Study Session**

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

June 21, 2016

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on June 21, 2016. Notice of the meeting was given in the *Grand Island Independent* on June 15, 2016.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following Councilmembers were present: Mitch Nickerson, Mark Stelk, Chuck Haase, Linna Dee Donaldson, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmembers Jeremy Jones, Julie Hehnke and Michelle Fitzke were absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Finance Director Renae Griffiths, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Rebecca Peterson.

INVOCATION was given by Community Youth Council member Rebecca Peterson followed by the PLEDGE OF ALLEGIANCE.

SPECIAL ITEMS:

Discussion of General Fund FY17 Budget. City Administrator Marlan Ferguson stated there was a lot of information sent out and tonight we would cover the General Fund. The 400 Fund and Gas Fund would also be reviewed. Projections for the next five years were not looking good. Staff and the sub-committee had spent time working on the budget. The 2017 Budget included no new FTE's or operating increases. The goal was to increase revenues and decrease expenses.

Mayor Jensen thanked the Department Directors for being at the meeting and the work they had done. He challenged everyone to look at the economics of the City and not the politics.

Finance Director Renae Griffiths reviewed the highlights of the General Fund. Projections were listed as 2% increase in revenues and personnel increase of 5½%. Mentioned was a deficit of 4 million dollars. Expenditures were growing at a faster rate than revenues. The state fair building would be paid off this year with no payment in the 2017 budget. Non Department Revenue was reviewed with sales tax being the largest revenue followed by property tax. The Public Works Street and Transportation Fund would be moved from the General Fund to the Gas Tax Fund. Total estimated revenues in the Gas Tax Fund were \$10,774,939. Road projects would be paid for by gas tax money.

Briefly mentioned were the 400 Capital Improvement projects. General fund capital included the training tower for the Fire Department. Ms. Griffiths suggested increasing revenue by \$1.5 million through tax changes (new or existing) and changes to the Enterprise Fund fees. Expenses

of \$1.5 million impact included wages comparison delay - \$200,000; benefit cost changes - \$230,000; and General Fund expense reductions - \$1,070,000.

Discussion was held regarding bonding or borrowing money for the ambulance and fire truck which had been encumbered but not paid for yet. Assistant Finance Director Billy Clingman stated this was budgeted in the 2016 budget.

Mayor Jensen stated we relied heavily on sales tax and it was trending lower than last year. He did not want to see a tax levy increase this year. Ms. Griffiths commented on cost savings by departments not spending their budget and/or not filling vacant personnel positions. Future projects and their impacts on future budgets were mentioned. The Street Fund was being supported by property tax.

Mr. Ferguson stated yesterday they found out that we would lose \$160,000 from state aid for 2017. The lower the taxes the less state aid we would receive. Councilmember Minton stated we needed to be cautious of cutting services because someone else would need to pick those services up. It was mentioned we needed to see what a property tax increase would bring in. Public Works Director John Collins commented on Highway 281 and Highway 30 projects which were joint efforts with the State of Nebraska. Highway 281 was a maintenance project in which the City would pay for half. Highway 30 was a realignment project in the amount of \$26 million.

Councilmember Paulick commented on the following five solutions: 1) freeze hiring; 2) cut departments in General Fund; 3) raise property tax 3½%; 4) cut staff/services; and 5) ½ cent sales tax. Councilmember Nickerson stated we needed to look at raising property taxes to make an impact on the programs we wanted/needed and future budgets. The amount of cash reserves was mentioned along with long term needs for Capital projects. He stated the decisions we made this year would affect the next four year budgets. Ms. Griffiths stated the biggest impact to the General Fund budget would be hiring freezes and not replacing vacant positions.

Mayor Jensen commented on the mill levy which tied into the valuation. Increasing the mill levy to the max would bring in \$4 million. He stated consumption tax was the way to go. Discussion was held concerning the amount we should have in cash reserves and sustainable revenues. Councilmember Donaldson wanted to see the following: 1) increase of ½ cent sales tax; 2) increase of property tax; 3) attrition and staff; 4) outsourcing mowing; and 5) change benefit cost to staff. Mr. Clingman stated the ½ cent sales tax increase would not go to the General Fund but to Capital projects.

Councilmember Haase commented on the reserve balance which had to be between 0% and 50% which affected the interest rate on bonding. He commented on the challenges of this budget and had confidence in the Administration and staff to bring forward the options that needed to be considered.

Ms. Griffiths stated the next budget session would be July 19, 2016. Mr. Ferguson stated they would be looking closely at each department's budget, personnel expenses and costs, insurance claims, health insurance, travel and training costs, outsourcing, etc. He mentioned the Food and

Beverage Tax that would bring in money for specific projects which would help, but also would create more costs.

Mayor Jensen stated we were not a City that was standing still; we were growing and the importance of bringing people to the City to spend their money. Mentioned was the I-80 expansion. He stated he didn't want this to cast a negative light on Tax Increment Financing as those projects would bring positive tax revenue in the future. Annexation was also mentioned to increase the tax base.

ADJOURNMENT: The meeting was adjourned at 8:09 p.m.

RaNae Edwards  
City Clerk





# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item G-3

### **Approving Re-Appointment of Wanda Stelk to the Animal Advisory Board**

*Mayor Jensen has submitted the re-appointment of Wanda Stelk to the Animal Advisory board. The appointment would become effective September 1, 2016 upon approval by the City Council and would expire on August 31, 2019.*

Staff Contact: Mayor Jeremy Jensen



# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item G-4

### **Approving Re-Appointment of Rob Czaplewski and Appointments of Tanya Hansen and Sapna Purawat to the Library Board**

*Mayor Jensen has submitted the re-appointment of Rob Czaplewski and the new appointments of Tanya Hansen and Sapna Purawat to the Library Board. Tanuya Hansen and Sapna Purawat will replace Kristine McElligott and Angela Aldana. The appointments would become effective July 1, 2016 upon approval by the City Council and would expire on June 30, 2020.*

Staff Contact: Mayor Jeremy Jensen

# INTEROFFICE MEMORANDUM



*Working Together for a  
Better Tomorrow. Today.*

TO: Mayor Jeremy Jensen  
FROM: Steve Fosselman, Library Director  
RE: Library Board Appointments

DATE: June 14, 2016

June 30, 2016 marks the end of three board members' terms. Rob Czaplewski has served one full term and is willing to serve a second term. Angela Aldana has served one full term and will not be seeking a second term. And after serving two full terms, Kristine McElligott will also be leaving the board as per library board by-laws and City Code.

The library board invited applications from community members through various channels. Several applications were received and are on file in the office of City Clerk RaNae Edwards. Library Board president Rob Czaplewski formed an interview committee, their findings were reported to the entire board at its June 13, 2016 regular meeting, and the library board has approved recommendations of the following candidates who demonstrate strong advocacy for quality library services and community betterment.

- Reappointment of Rob Czaplewski to a four-year term on the Library Board, from July 1, 2016 through June 30, 2020. Mr. Czaplewski resides at 3004 West Tenth Street in Grand Island. Rob was first appointed to the library board to fill a vacancy in 2009. He was appointed to his first full term in 2012. In this time he has served as board president for the past two years and has also served in the position of board vice president. Rob has been instrument in adopting the GILIBRARY 2020 plan.
- Appointment of Tanya Hansen to a four-year term on the library board, from July 1, 2016 through June 30, 2020. Mrs. Hansen resides at 1723 West First Street in Grand Island and is employed as an attorney with the Leininger, Smith, Johnson, Baack, Placzek and Allen law firm. Tanya is very involved as a community volunteer and is an avid library user.
- Appointment of Sapna Purawat to a four-year term on the library board, from July 1, 2016 through June 30, 2020. Ms. Purawat resides at 1536 Warbler Circle in Grand Island and is employed as a psychiatrist with Mary Lanning Health Care. Sapna is also very involved as a community volunteer and is an avid library user.

On behalf of the Grand Island Public Library board of trustees, I am forwarding these recommendations for your approval and City Council confirmation at the June 28, 2016 City Council meeting. Thank you so much for your consideration and please let me know if you have any questions.

cc: RaNae Edwards, City Clerk  
Marlan Ferguson, City Administrator  
Library Board



# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item G-5

### **Approving Appointments of Karl Kostbahn, Ron Depue, Brad Bauer, Kirk Ramsey, and Lisa Willman to the Occupation Tax Oversight Committee (Food & Beverage)**

*Mayor Jensen has submitted the appointments of Karl Kostbahn, Ron Depue, Brad Bauer, Kirk Ramsey, and Lisa Willman to the Occupation Tax Oversight Committee (Food & Beverage). These appointments would all become effective July 1, 2016 upon approval by the City Council. Karl Kostbahn's term would expire on June 30, 2017; Ron Depue and Brad Bauer's term would expire on June 30, 2018; and Kirk Ramsey and Lisa Willman's term would expire on June 30, 2019.*

Staff Contact: Mayor Jeremy Jensen



# **City of Grand Island**

**Tuesday, June 28, 2016**

**Council Session**

## **Item G-6**

**Approving Liquor Manager Designation for Jennifer Bonnell, 910  
N. Hastings Avenue, Hastings, NE for Buffalo Wild Wings, 809  
Allen Drive**

**Staff Contact: RaNae Edwards**

# Council Agenda Memo

**From:** RaNae Edwards, City Clerk

**Meeting:** June 28, 2016

**Subject:** Request from Jennifer Bonnell, 910 N. Hastings Avenue, Hastings, NE for Liquor Manager Designation with Buffalo Wild Wings, 809 Allen Drive

**Presenter(s):** RaNae Edwards, City Clerk

## Background

Jennifer Bonnell, 910 N. Hastings Avenue, Hastings, NE has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Buffalo Wild Wings, 809 Allen Drive.

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

## Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. Staff recommends approval contingent upon completion of a state approved alcohol server/seller training program.

## Alternatives

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

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

## **Recommendation**

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

## **Sample Motion**

Move to approve the request from Jennifer Bonnell, 910 N. Hastings Avenue, Hastings, NE for Liquor Manager Designation in conjunction with the Class "I-92285" Liquor License for Buffalo Wild Wings, 809 Allen Drive with the stipulation that Ms. Bonnell complete a state approved alcohol server/seller training program.



06/17/16  
08:53

Grand Island Police Department  
LAW INCIDENT TABLE

Page: 450  
1

```

City : Grand Island
Occurred after : 13:56:29 06/16/2016
Occurred before : 13:56:29 06/16/2016
When reported : 13:56:29 06/16/2016
Date disposition declared : 06/16/2016
Incident number : L16061768
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 809 Allen Dr
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received : T Telephone
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number :
Geobase address ID : 32512
Long-term call ID :
Clearance Code : O O Open Case
Judicial Status : OPEN Active-Open investigation

```

INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	150246	06/16/16	Bonnell, Jerald Brian	Jennifer's Husband
NM	161879	06/16/16	Buffalo Wild Wings Grill & Bar	Business Involved
NM	210908	06/16/16	Bonnell, Jennifer D	Liquor Manager

LAW INCIDENT CIRCUMSTANCES:

Se	Circu	Circumstance code	Miscellaneous
1	LT21	LT21 Restaurant	

LAW INCIDENT NARRATIVE:

Jennifer Bonnell is applying to be the liquor manager at Buffalo Wild Wings.

LAW INCIDENT RESPONDERS DETAIL:

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



06/17/16  
08:53

Grand Island Police Department  
LAW INCIDENT TABLE

Page: 450  
2

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	14:16:29 06/16/2016



06/17/16  
08:53

Grand Island Police Department  
LAW INCIDENT TABLE

450  
Page: 3

318

Grand Island Police Department  
Supplemental Report

Date, Time: Thu Jun 16 14:16:42 CDT 2016  
Reporting Officer: Vitera  
Unit- CID

Jennifer Bonnell is applying to be the liquor manager at Buffalo Wild Wings. According to the application, Jennifer was born in Hastings and is currently married to Jerald Bonnell. Jerald signed a Spousal Affidavit of Non-Participation form. Jennifer has lived in Hastings for the last seven years. Before that, she lived in Cincinnati, OH for eight years.

Jennifer didn't disclose any criminal convictions. I checked on her through Spillman and NCJIS. Jennifer did not have an entry in Spillman, and she has no convictions listed in NCJIS. I ran her name through NCIC and the State computer and found that she doesn't have any outstanding arrest warrants, and she has a valid Nebraska driver's license. I also checked her through a paid online law enforcement-only database which tends to provide mostly personal identifying information and information about civil issues.

I found that Jennifer has apparently had some financial issues over the last fourteen years. I found a Chapter 7 Bankruptcy in 2002 extending into 2003 which was filed in Lincoln. The case has been discharged. I also found a Chapter 13 Bankruptcy in 2012 extending into 2013 which was also filed in Lincoln. I did not see a discharge date on this case, and I was unable to research it further due to time constraints.

I also found four civil judgments against Jennifer between 2006 and 2012. Three of the judgments were in Adams County Nebraska, and one was in Clermont County Ohio. I called the courthouse in Ohio and found that the judgment was due to an eviction. The case was dismissed in 2006. One judgment for \$2,000 in Adams County (CI112230) is "on hold" due to the bankruptcy. Another judgment (CI10188) for \$206 is also on hold due to the bankruptcy. The last judgment (CI112096) in Adams County for \$738 was taken care of prior to the filing for bankruptcy. I did not speak to Jennifer about any of this.

In conclusion, Jennifer Bonnell was born in Hastings, NE, and she has lived in Hastings for the last seven years and has no criminal history in the State of Nebraska. While it appears that Jennifer had or has some financial issues, not all of the information has been verified, and I was unable to speak to Jennifer about it. I would think the civil issues are relevant under Nebraska State Statute 53-125 (2) which talks about no license of any kind shall be issued to someone who is not of good character and reputation in the community she resides. However, with no criminal history and this being a manager application and not a new liquor license application, the Grand Island Police Department has no objection to Jennifer Bonnell being the liquor manager at Buffalo Wild Wings.



# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item G-7

**#2016-150 - Approving Request from Request from B & R Stores, Inc. dba Super Saver 28, 710 West State Street for a Class “C” Liquor License and Liquor Manager Designation for James Goodman, 2716 Apache Road**

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

Staff Contact: RaNae Edwards

RESOLUTION 2016-150

WHEREAS, an application was filed by B & R Stores, Inc. doing business as Super Saver 28, 710 West State Street for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on June 18, 2016; such publication cost being \$16.28; and

WHEREAS, a public hearing was held on June 28, 2016 for the purpose of discussing such liquor license application.

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

\_\_\_\_\_ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

\_\_\_\_\_ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

\_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ The City of Grand Island hereby recommends approval of James Goodman, 2716 Apache Road as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ☐ \_\_\_\_\_  
June 24, 2016            ☐ City Attorney



# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item G-8

**#2016-151 - Approving Preliminary and Final Plat and Subdivision Agreement for Talon Apartments 1st Subdivision**

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Regional Planning Commission  
**Meeting:** June 28, 2016  
**Subject:** Talon Apartments 1<sup>st</sup> Subdivision – Preliminary Plat & Final Plat  
**Presenter(s):** Chad Nabity, Regional Planning Director

## Background

This property is located north of US Hwy 34 and east of south Locust Street, in the City of Grand Island, in Hall County, consisting of 11 lots and 10.656 acres.

## Discussion

The preliminary and final plat for Talon Apartments 1<sup>st</sup> Subdivision was considered by the Regional Planning Commission at the June 1, 2016 meeting.

A motion was made by Monter and seconded by Ruge to **approve** and recommend that City Council **approve** the preliminary plat and final plat of Talon Apartments 1<sup>st</sup> Subdivision.

A roll call vote was taken and the motion passed with 10 members present (Huisman, Sears, O’Neill, Ruge, Maurer, Robb, Monter, Rainforth, Hoggatt and Kjar) voting in favor and no members present abstaining.

## Alternatives

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

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

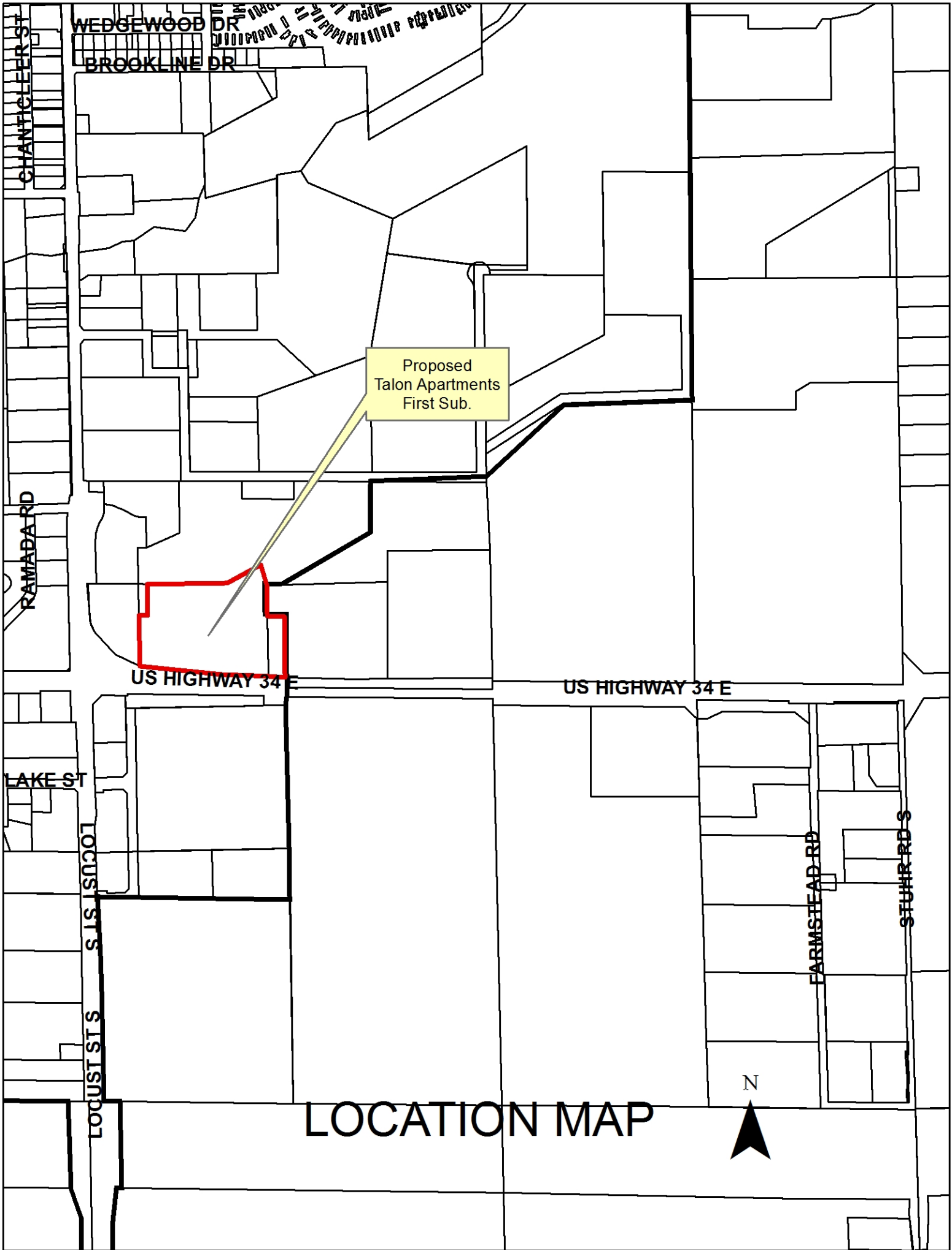
## Recommendation

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

## Sample Motion

Move to approve as recommended.





Proposed  
Talon Apartments  
First Sub.

# LOCATION MAP



**Developers/Owners**

Talon Apartments Inc.  
1603 Coventry Lane  
Grand Island NE 68801

To create 11 lots on a tract of land north of US Hwy 34 and east of Locust Street, in the City of Grand Island, in Hall County.

**Size:** 10.656 acres.

**Zoning:** RD – Residential Development Zone.

**Road Access:** Public streets are available.

**Water Public:** Water is available to be extended.

**Sewer Public:** Sewer is available to be extended.



RESOLUTION 2016-151

WHEREAS, Talon Apartments, Inc., being the said owner of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "TALON APARTMENTS FIRST SUBDIVISION", a replat of all of Lot 3 Vanosdall Second Subdivision, in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by them; and

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 24, 2016	☐ City Attorney



# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item G-9

**#2016-152 - Approving Acquisition of Utility Easement - 905 S.  
Locust Street (Gosda Car Wash)**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2016-152

WHEREAS, a public utility easement is required by the City of Grand Island from Gosda Car Wash, LLC, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on June 28, 2016 for the purpose of discussing the proposed acquisition of an easement located through a part of Lot Seven (7), Block Fifteen (15), South Grand Island Addition to the City of Grand Island, Hall County, Nebraska (905 S. Locust Street); and more particularly described as follows:

The Easterly Twenty (20.0) feet of the Southerly Twenty (20.0) feet of the Northerly Fifty-Four (54.0) feet of Lot Seven (7), Block Fifteen (15), South Grand Island Addition to the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing 400 square feet more or less, as shown on the plat dated 5/20/2016, marked Exhibit "A", attached hereto and incorporated herein by reference.

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

- - -

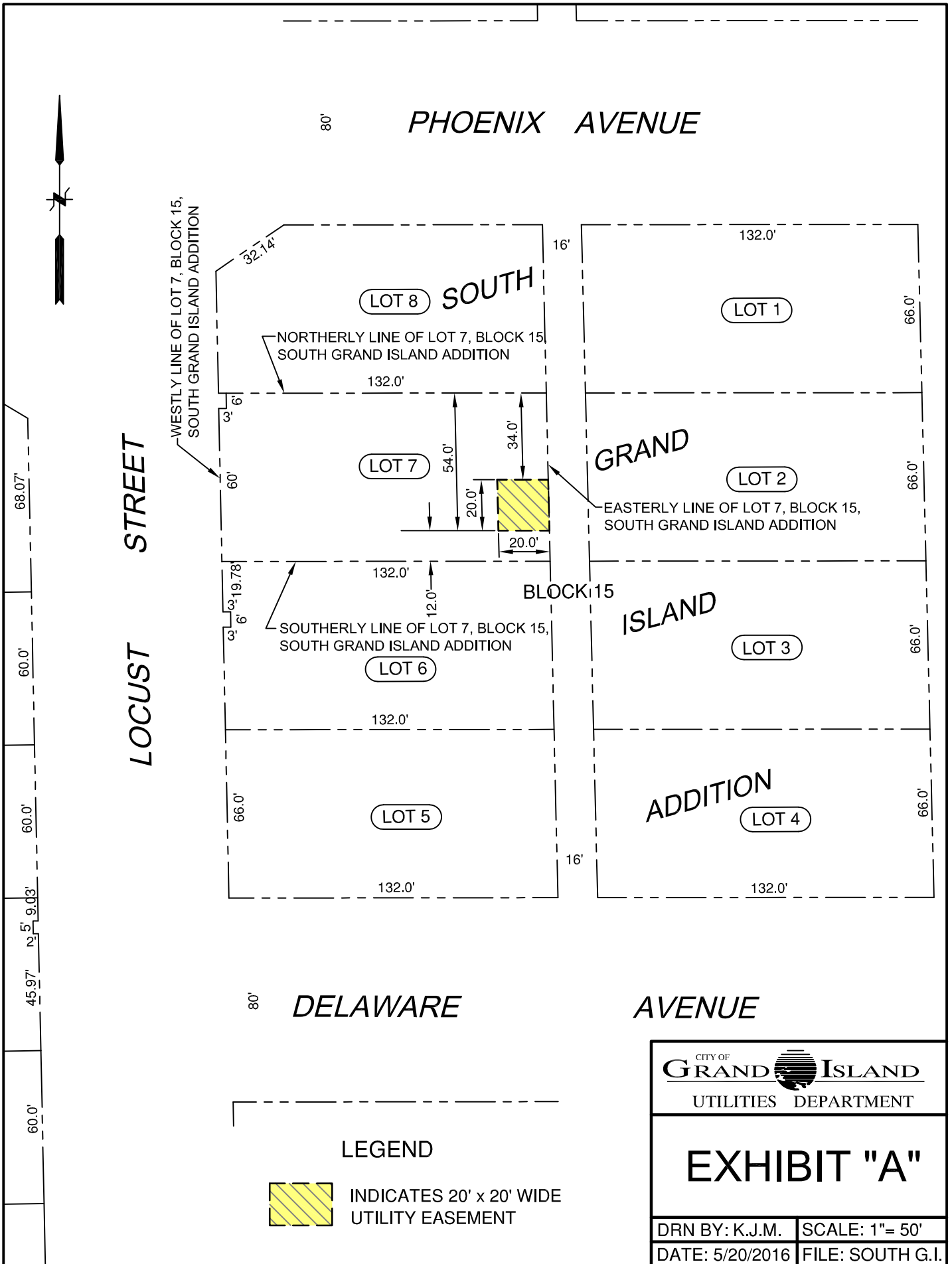
Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form    ✕ \_\_\_\_\_  
June 24, 2016            ✕ City Attorney







# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item G-10

**#2016-153 - Approving 2016 Coal Purchase Carryover with Cloud Peak Energy**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting Date:** June 28, 2016

**Subject:** 2016 Coal Purchase Carryover

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

## **Background**

On April 28, 2015 the City of Grand Island entered into a contract to purchase 375,000 tons of coal for 2016 for the Platte Generating Station. This year with the abundant supply of natural gas and the amount of wind generation the market price of power fell below what could be produced at the Platte Generating Station. To account for the extended time Platte Generating Station did not run, the contract for the coal supply needed to be extended into 2017.

## **Discussion**

Utility staff contacted Cloud Peak Energy to extend the contract from December 31, 2016 to January 31, 2017 to allow the carryover of two trainloads of coal. The carryover will allow for the flexibility of purchasing power when it is more economical than running Platte Generating Station.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the Coal Supply Contract date extension from December 31, 2016 to January 31, 2017 Cloud Peak Energy's Cordero Rojo Mine.

## **Sample Motion**

Move to approve the Coal Supply Contract date extension from December 31, 2016 to January 31, 2017 Cloud Peak Energy's Cordero Rojo Mine.

RESOLUTION 2016-153

WHEREAS, on April 28, 2015 the City of Grand Island entered into a contract with Cloud Peak Energy to purchase 375,000 tons of coal for 2016 for the Platte Generating Station; and

WHEREAS, during 2016 there has been an abundant supply of natural gas and wind generation and the market price of power fell below the cost to produce power at the Platte Generating Station; and

WHEREAS, to account for the extended time Platte Generating Station did not run, the contract for the coal supply needed to be extended into 2017; and

WHEREAS, Utility staff contacted Cloud Peak Energy to extend the contract from December 31, 2016 to January 31, 2017 to allow the carryover of two trainloads of coal and the carryover will allow for the flexibility of purchasing power when it is more economical than running Platte Generating Station.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the coal contract with Cloud Peak Energy is hereby extended to January 31, 2017.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 24, 2016	☐ City Attorney



# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item G-11

**#2016-154 - Approving Coal Transportation Contract with the  
Union Pacific Railroad**

Staff Contact: Tim Luchsinger, Jerry Janulewicz

# Council Agenda Memo

**From:** Timothy Luchsinger, Utilities Director  
Jerome E. Janulewicz, City Attorney

**Meeting:** June 28, 2016

**Subject:** Coal Freight Transportation Contract between Union Pacific Railroad and the City of Grand Island Utilities

**Presenter(s):** Tim Luchsinger, Utilities Director

## Background

The coal transportation contract with the Union Pacific Railroad (UP) expires on December 31, 2016, and was for a three year term. UP was asked to provide price quotations for continued service to move coal from the Wyoming coal fields to the Platte Generating Station at Grand Island. In accordance with the request from the Utilities Department, UP provided proposals for continued freight service by contract and by Common Carrier Tariff.

## Discussion

Union Pacific considers its proposals for continued freight service to be confidential. In order to meet that confidentiality, the proposed contract and Common Carrier rates are included under separate cover for each Council Member. These proposals have been reviewed by Department and Legal staff and it is recommended that the proposed contract for the term of January 1, 2017 through December 31, 2019 be approved.

If the City Council wishes to discuss the details of the confidential proposal received from Union Pacific, it is recommended that they adjourn to closed session for the protection of the public interest.

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

1. Move to approve the contract offer
2. Move to request a Common Carrier Tariff
3. Refer the issue to a Committee
4. Postpone the issue to future date
5. Take no action on the issue



## **Recommendation**

City Administration's recommends that the Council accept the 2016 contract offer from Union Pacific for coal transportation to the Platte Generating Station.

## **Sample Motion**

Move to approve the 2016 contract offer from Union Pacific for coal transportation to the Platte Generating Station.

RESOLUTION 2016-154

WHEREAS, the City's current coal transportation contract with the Union Pacific Railroad Company expires on December 31, 2016; and

WHEREAS, Utilities Department staff has solicited proposals from Union Pacific Railroad to continue coal transportation to Platte Generating Station; and

WHEREAS, Union Pacific Railroad has offered a contract for coal transportation to Platte Generating Station for the term January 1, 2017 through December 31, 2019.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a contract for coal transportation with the Union Pacific Railroad is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the contract for coal transportation with the Union Pacific Railroad Company on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2016.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 24, 2016	☐ City Attorney



# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item G-12

**#2016-155 - Approving Acquisition of Utility Easement - 315 N  
Washington Street (J & B Rentals, LLC)**

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

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

RESOLUTION 2016-155

WHEREAS, an easement is required by the City of Grand Island, from the owner of Lot 2, W and J Subdivision, located at 315 N Washington Street, for a public utility easement to access an existing sanitary sewer main; and

WHEREAS, a public hearing was held June 28, 2016 for the purpose of discussing the acquisition of the proposed public utility easement, as follows:

*A proposed easement comprising all of the southerly Ten (10.0) feet (measured perpendicular to the south line) of Lot Two (2), W and J Subdivision in the City of Grand Island, Hall County, Nebraska, said proposed easement containing 1,320 square feet, more or less.*

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement as described on Exhibit "A" attached hereto, located on Lot 2, W and J Subdivision, located at 315 N Washington Street, to allow access to the existing sanitary sewer main.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

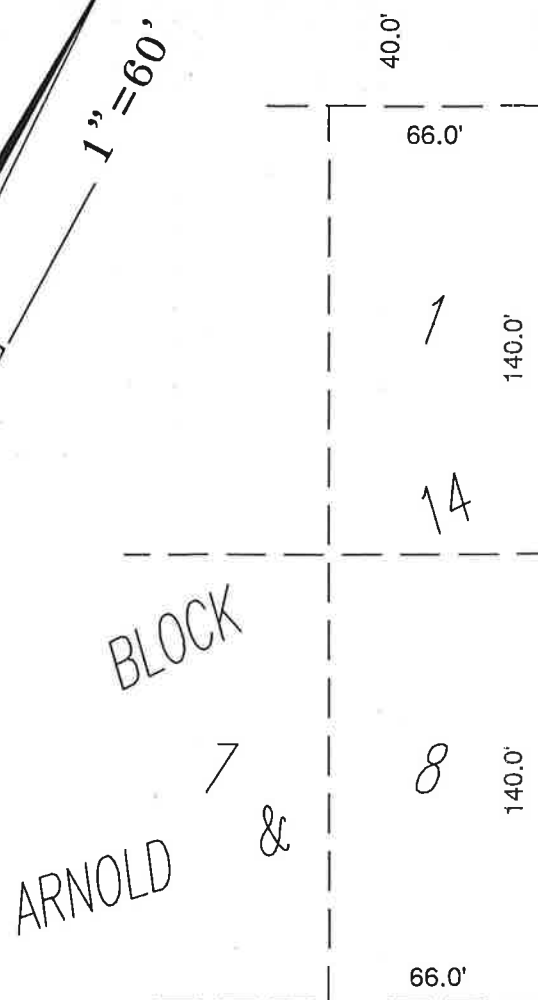
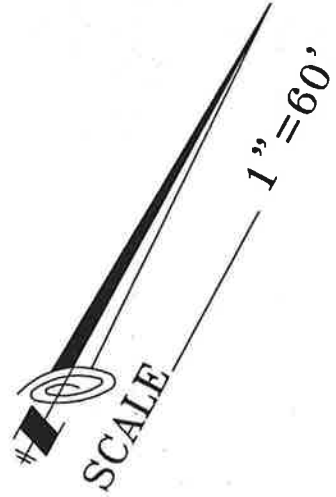
Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

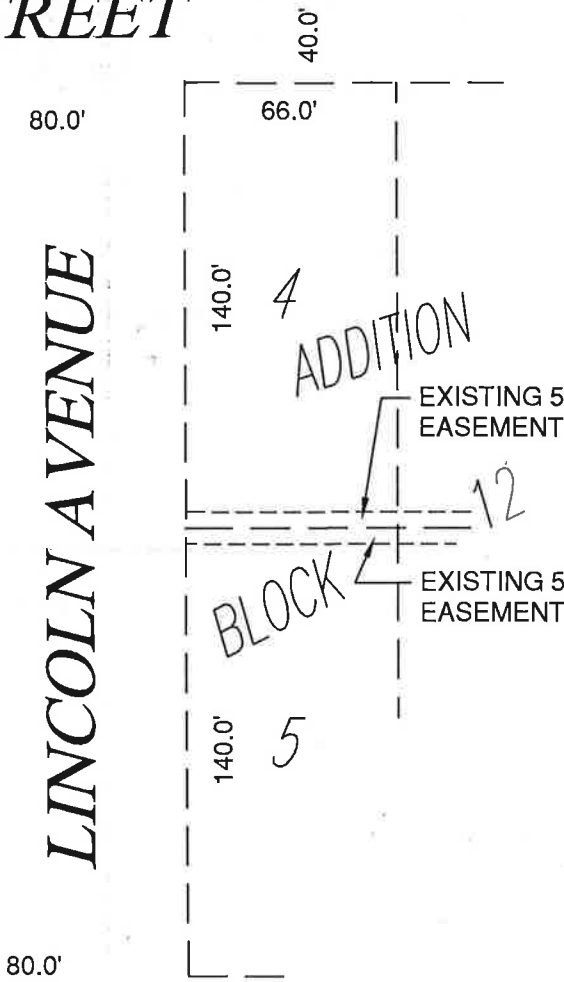
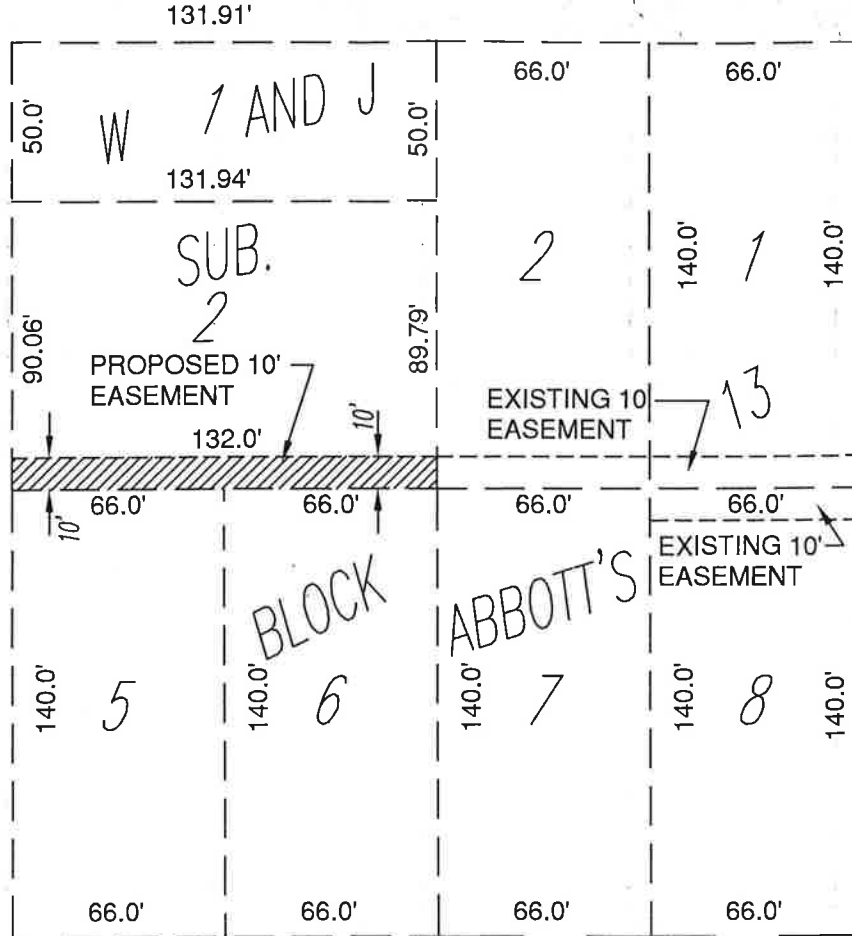
Approved as to Form	☒ _____
June 24, 2016	☒ City Attorney

U. P. R. R. RIGHT OF WAY

# SOUTH FRONT STREET



WASHINGTON STREET



LINCOLN AVENUE

# 3RD STREET

# EXHIBIT

BENJAMIN & ASSOCIATES, INC. - ENGINEERS & SURVEYORS

P. O. Box 339 - Grand Island, Nebraska 68802-0339

SCALE: 1" = 60'

May 9, 2016

SHEET 2 OF 2



# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item G-13

**#2016-156 - Approving Unified Planning Work Program (UPWP) for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2017 Fiscal Year Transportation Planning Program**

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

# Council Agenda Memo

**From:** Terry Brown PE, Assistant Public Work Director

**Meeting:** June 28, 2016

**Subject:** Approving Unified Planning Work Program (UPWP) for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2017 Fiscal Year Transportation Planning Program

**Presenter(s):** John Collins PW, Public Works Director

## Background

All agreements must be approved by the City Council and will be acted on when agreements are received from NDOR and the Federal Transit Administration. In March 2013 the City of Grand Island was designated as an urbanized area with a population over 50,000 which require the metropolitan area to establish a transportation planning process in accordance to Title 23 CFR 450 of the current federal transportation bill. As a requirement in this process, the MPO develops annually a Unified Planning Work Program describing the work activities and funding required by GIAMPO to carry-out these mandates.

This proposed FY 2017 UPWP, is unique in that it reflects previous federal and local funds that have been acted on by Council, as well as Federal Transit Funds that are required to be identified in the MPO Policy Board documentation for the City to receive FTA Section 5307 funding. The Fiscal year for the MPO planning process is July 1, 2016 – June 30, 2017.

The total cost reimbursable under the agreement is currently estimated to be \$142,083.00, with the federal share estimated to be \$113,666.00, and the MPO's share estimated to be \$28,417.00.

## Discussion

The Grand Island Area Metropolitan Planning Organization (GIAMPO) has drawn up a Unified Planning Work Program with the City of Grand Island for the purpose of assisting the LPA in obtaining Federal approval and financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the



state and local governments for the Grand Island Metropolitan Planning Area for fiscal year 2017.

The attached Exhibit “A” Grand Island Area Metropolitan Planning Organization (GIAMPO), Unified Planning Work Program describes the work to be carried out in accordance with 23 U.S.C Section 134 of the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), Transportation Bill and has been reviewed and approved by the GIAMPO Policy Board, Nebraska Department of Transportation, Federal Highway Administration, and Federal Transit Administration.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve a resolution authorizing the Mayor to sign the agreement.

### **Sample Motion**

Move to approve authorization for the Mayor to sign the agreement.

Agreement No.	VL1602
Funding Period & Fiscal year	July 1, 2016 through June 30, 2017 FY2017
Agreement Amount	\$142,083

## PROGRAM AGREEMENT FEDERAL PLANNING FUNDS METROPOLITAN PLANNING ORGANIZATIONS

MPO, GIAMPO  
STATE OF NEBRASKA, DEPARTMENT OF ROADS  
PROJECT NO. PL-1 (54), STATE CONTROL NO. CN00956A  
FY 2017 PLANNING (PL) AGREEMENT

**THIS AGREEMENT** is between the MPO Grand Island Area Metropolitan Planning Agency (GIAMPO), who is a Metropolitan Planning Organization ("MPO"), and the State of Nebraska, Department of Roads ("State"), collectively referred to as "Parties".

**WITNESSETH:**

**WHEREAS**, federal law requires that MPO establish and maintain a continuing, comprehensive transportation planning process in cooperation with state and local governments in urban areas of over 50,000 population, and

**WHEREAS**, MPO has established and maintains a planning process that complies with federal law, and

**WHEREAS**, there are Federal-aid Planning Funds (PL Funds or PL Funding) available to provide pro-rata reimbursement to MPO for its Eligible Planning Activities, and

**WHEREAS**, MPO has been designated as the recipient agency for the CITY of Grand Island metropolitan area for PL Funds, and

**WHEREAS**, Federal law provides that State will be a representative for the Federal Highway Administration (FHWA) in reviewing requests for reimbursement of MPO Eligible Planning Activities, and that reimbursements will be made through State, and

**WHEREAS**, MPO has developed and submitted a Unified Planning Work Program document ("UPWP") which is attached hereto as **Exhibit "A"**; it has been reviewed and approved by FHWA, and

**WHEREAS**, this Agreement applies only to the part of MPO's UPWP Eligible Planning Activities overseen by FHWA, and

**WHEREAS**, this Agreement governs the reimbursement of Eligible Planning Activities conducted between July 1, 2016, and June 30, 2017, and

**WHEREAS**, for this Agreement, if a non-federal entity expends \$750,000 or more in total federal awards in a fiscal year, must be addressed as explained further in this Agreement, and

**WHEREAS**, the total cost reimbursable under this Agreement is currently estimated to be \$142,083 the federal share is estimated to be \$ 113,666 and MPO's share is estimated to be \$28,417 and

**WHEREAS**, MPO's UPWP has been approved and MPO desires to incur costs for eligible tasks and activities that will be reimbursed with PL Funds under the designation of Project No. PL-1 (54), and has authorized the City of Grand Island's Mayor to sign this Agreement, as evidenced by the Resolution, attached as **Exhibit "B"**.

**NOW THEREFORE**, in consideration of these facts, MPO and State agree as follows:

#### **SECTION 1. DEFINITIONS**

**WHEREVER** in this Master Agreement the following terms are used, they mean the following:

**"CFDA"** means Catalog of Federal Domestic Assistance.

**"CFR"** means the Code of Federal Regulations.

**"ELIGIBLE PLANNING ACTIVITIES"** means tasks or activities performed by MPO or its consultants, subconsultants, agents, or representatives which are eligible for reimbursement with PL Funds and that have been identified in MPO's approved UPWP.

**"FHWA"** means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

**"MPO"** means a Metropolitan Planning Organization qualified under federal law.

**"NEB. REV. STAT"** means the Nebraska Revised Statutes as set forth in Nebraska law.

**"OMB"** means the Federal Office of Management and Budget.

**“RESPONSIBLE CHARGE” or “RC”** means the employee of MPO or of a city/county within MPO, or elected official of a city/county within MPO, who has been empowered by MPO to represent MPO on planning issues and has actual day-to-day working knowledge and responsibility for significant aspects of MPO’s planning program and process. The RC works regularly with planning issues and is MPO’s point-of-contact for planning activities. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring the planning activities. It is understood that RC may delegate or contract certain technical tasks associated with the planning activities so long as RC actively manages and represents MPO’s interests in the delegated technical tasks.

**“UNIFIED PLANNING WORK PROGRAM (UPWP)”** means a document of transportation planning activities performed within the metropolitan planning areas, or urbanized areas with populations of 50,000 or more. The UPWP describes planning activities to be completed, estimates the cost for the planning activities, and indicates the lead agency. Transportation activities to design and build transportation infrastructure are usually not included in the UPWP; however all federally funded studies should be included in the UPWP. This Agreement applies only to the part of MPO’s UPWP related to highway, road, street or other planning activities overseen by FHWA. This Agreement does not apply to transit planning activities of MPO’s UPWP overseen by the Federal Transit Administration. State and MPO will enter into a separate agreement for reimbursement of transit planning activities.

**“STATE”** means the Nebraska Department of Roads in Lincoln, Nebraska, its Director, or authorized representative. State is a funding liaison between MPO and the United States.

**SECTION 2. DURATION OF THIS AGREEMENT** (specific to PL agreements)

- 2.1 **Effective Date** – This Agreement is binding on the date it is fully executed by the Parties.
- 2.2 **Identifying Date** – For convenience, this Agreement’s identifying date will be the date State signed the agreement.
- 2.3 **Duration** – The benefits and obligations of this Agreement, though binding when signed, are operative for activities beginning July 1, 2016, and ending June 30, 2017, and will conclude or become inactive upon the happening of either (1) the final completion of an audit review by State or its authorized representative and the resolution of all issues identified in the audit report, (2) the waiver of an audit review, or (3) termination of this Agreement.

### **SECTION 3. PURPOSE OF AGREEMENT AND RESPONSIBILITIES OF THE PARTIES**

3.1 **WHEREAS**, MPO desires that MPO's attached UPWP be developed under the designation of Project No. PL-1 (54), and has authorized the City of Grand Island's Mayor to sign this Agreement, as evidenced by the Resolution, attached as **Exhibit "B"**, and incorporated herein by this reference.

#### **3.3 Purpose**

MPO wishes to be reimbursed with PL Funds for Eligible Planning Activities. MPO understands that FHWA will not provide funding directly to MPO; but will provide reimbursement by State with Federal funds for Eligible Planning Activities. State, pursuant to Neb. Rev. Stat. § 39-1305, will act under this Agreement as a steward of federal funds and as a liaison between MPO and FHWA. The purpose of this Agreement is to set forth the understanding of MPO and State concerning their respective duties to enable the planning activities to be eligible for federal-aid funding. Under this Agreement, MPO shall continue to have all duties concerning any aspect of the planning processes. Nothing in this Agreement shall be construed to create any duty of State to MPO concerning such matters. In the event that State or FHWA find that the planning activities are ineligible for PL Funding, MPO will repay State all previously paid federal funds, as determined by State, and any costs or expenses State has incurred under this Agreement. MPO further agrees that MPO shall have no claim or right of action against State under this Agreement if FHWA determines that planning activities are not eligible in whole or in part, for Federal-aid funding. The following sections of this Agreement include the eligibility requirements and other conditions State believes in good faith that MPO must meet for MPO to be reimbursed with PL Funding. MPO acknowledges that many conditions must be met by MPO in order to receive Federal-aid reimbursement. MPO agrees to develop its UPWP in an effort to meet all federal eligibility requirements so the planning activities may be determined eligible for PL Funding.

#### **3.4 MPO RESPONSIBILITIES**

3.4.1 MPO shall meet all federal transportation planning requirements and shall select and manage necessary committees and staff, and consult, collaborate and coordinate with State to accomplish the Eligible Planning Activities.

3.4.2 MPO shall select qualified personnel as needed to complete the Eligible Planning Activities, and oversee any consultants selected to perform such activities. MPO shall submit to State a listing of all qualified personnel that may be selected or

assigned to the work contemplated therein prior to submitting the first invoice to State. Said listing shall indicate each person's job title or classification, qualifications, and salary range. MPO may make occasional temporary changes to qualified personnel. However, MPO shall submit an updated list to reflect permanent changes to qualified personnel.

- 3.4.3 MPO, when choosing to use a consultant to complete Eligible Planning Activities under this Agreement, shall follow all guidelines and requirements outlined in State's LPA Guidelines Manual for Federal Aid Projects ("LPA Guidelines Manual") in regard to the method of procurement, evaluation, selection, and contract types. The selected consultant must be certified to provide Transportation Planning Services by State. MPO shall be responsible to determine that the consultant is qualified to provide the expertise and experienced personnel to accomplish the required work product. Price cannot be a selection factor when hiring for professional engineering or architectural services. MPO shall follow any applicable requirements including, but not limited to, requirements defined in Chapter 4 of LPA Guidelines Manual.
- 3.4.4 MPO shall arrange for and conduct meetings and conferences to review working details and make presentations to the principals, participants and other interested groups and bodies as will best promote and effect cooperation, coordination and understanding in the UPWP.
- 3.4.5 MPO shall obtain written approval from State and FHWA when, after consultation with State, MPO determines that amendments to the UPWP are necessary. MPO shall obtain written concurrence from State when, after consultation with State, MPO determines that administrative modifications to the UPWP are necessary.
- 3.4.6 MPO shall only seek reimbursement for actual costs incurred for Eligible Planning Activities. The salaries and expenses of the Chair or members of GIAMPO's Board will not be reimbursed as an Eligible Planning Activity.
- 3.4.7 MPO shall submit accurate and complete invoices in accordance with SECTION 8. FINANCIAL RESPONSIBILITY of this Agreement, and shall provide additional documentation when requested by State. MPO shall be solely responsible for all costs not reimbursed under this Agreement.
- 3.4.8 MPO shall keep signed time records detailing time spent on Eligible Planning Activities, including the date and hours worked. When requested by State, MPO shall submit time records to State.

3.4.9 MPO agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid planning activities. MPO understands that failure to meet any eligibility requirements for PL Funding may result in the loss of all PL Funds. In the event that the acts or omissions of the RC, MPO or its agents or representatives result in a finding that planning activities are ineligible for PL Funds, MPO will repay State all previously paid PL Funds, as determined by State, including but not limited to, any costs reimbursed for the time and expenses of the RC.

### **3.5 STATE RESPONSIBILITIES**

- 3.5.1 Complete the duties assigned to State in this Agreement.
- 3.5.2 Determine and notify MPO of the estimate of PL Funding availability, including carry-over and annual allocation target.
- 3.5.3 Provide technical assistance to MPO regarding PL Funding eligibility issues, when requested by MPO.
- 3.5.4 Verify all invoices submitted by MPO are complete, accurate, and represent actual costs for Eligible Planning Activities.
- 3.5.5 Pay MPO the federal share of the actual costs of Eligible Planning Activities as reflected on an approved invoice.
- 3.5.6 Bill and collect from MPO any previously paid funds determined to be ineligible by FHWA.

### **3.6 PARTIES RESPONSIBILITY**

- 3.6.1 Parties agree to cooperatively review and adjust, when necessary, the scope, schedules, funding, priorities, or staffing of MPO's work to make sure the UPWP needs and goals are accomplished by MPO in accordance with the federal requirements for use of PL Funds.
- 3.6.2 Parties will supplement this Agreement to reflect any changes necessary to accomplish 3.6.1, with advance approval of the Federal Highway Administration.

## **SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS**

- 4.1 MPO hereby designates Terry Brown as the RC for the Eligible Planning Activities.
- 4.2 Duties and Assurances of MPO concerning its designated RC for the Eligible Planning Activities.
  - 4.2.1 MPO understands the duties and responsibilities of MPO and RC as outlined in the LPA Guidelines Manual.



- 4.2.2 MPO has authorized and fully empowered the RC to be responsible for day-to-day Eligible Planning Activities; this requirement does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the Eligible Planning Activities including identifying issues, investigating options, working directly with stakeholders, and decision making.
- 4.2.3 The RC is a full-time public employee or elected official of MPO, or a full-time employee of another entity as defined in "Public Employee" above.
- 4.2.4 MPO agrees to take all necessary actions and make its best good faith efforts to ensure the RC's work meets the same standards that State must meet under federal law.
- 4.2.5 If, for whatever reason, the designated RC is no longer assigned to the Eligible Planning Activities, MPO shall, within one day or sooner if possible, notify verbally and in writing State's Highway Planning Manager; after such notification MPO shall replace the RC no later than thirty (30) calendar days or sooner if possible. With advance written approval by State, MPO may use a Provisional RC in accordance with State's Provisional RC Policy.

**SECTION 5. FEDERAL AID PROJECT REQUIREMENTS**

- 5.1 MPO agrees to comply with all Federal-aid procedures and requirements applicable to this Agreement, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual.
- 5.2 **The Applicable Legal and Contract Requirements.**
  - 5.2.1 **Title 23 U.S.C., and 23 CFR,** – The primary provisions of law applicable to this Agreement are generally found in 23 U.S.C. Section 134; and 23 CFR Part 420, subpart A, and Part 450, subpart C.

**5.2.2 LPA Guidelines Manual** - MPO also agrees to comply with applicable provisions of the LPA Guidelines Manual for Federal Aid Projects, which is incorporated herein by this reference. The LPA Guidelines Manual is a document drafted in part, and formally approved, by FHWA as a document setting out requirements for LPA's or MPO's Eligible Planning Activities funded with PL Funds. A current version of the LPA Guidelines Manual can be found in its entirety at the following internet address: <http://www.transportation.nebraska.gov/gov-aff/lpa-guide-man.html>. In the event MPO believes that the LPA Guidelines Manual doesn't clearly address a particular aspect of the planning activities work, MPO shall seek guidance or clarification from State's Local Project Section Engineer or State's Highway Planning Manager, and shall make its best effort to comply with such guidelines or clarification.

**5.3 Loss of Funding.** In order for MPO to receive federal funds for any part of the Eligible Planning Activities under this Agreement, MPO shall perform the services for all aspects of the Eligible Planning Activities, according to federal procedures and requirements. Although federal funds may be allocated to the Eligible Planning Activities, all or certain such activities may become ineligible for federal funds, if federal procedures and requirements are not met.

## **SECTION 6. SUSPENSION OR TERMINATION**

State may suspend or terminate this Agreement in the event federal funds are not available, for any reason, to make reimbursements under this Agreement.

## **SECTION 7. FEDERAL AUDIT REQUIREMENT**

7.1 The funding for the Eligible Planning Activities under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$750,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.

7.2 MPO shall comply with the Single Audit mandate as described in Section 7.1. Any federal funds for MPO Eligible Planning Activities paid directly to contractors or consultants by State, on behalf of MPO, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by MPO (as per FHWA's February 16, 2012, letter and State's February 24, 2012, letter). If a Part 200

audit is necessary, the expenditures related to the federal funds expended for the Eligible Planning Activities should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).

7.3 If necessary, the Federal award information needed for the SEFA includes:

**Federal Grantor:** U.S. Department of Transportation – Federal Highway Administration

**Pass-Through Grantor:** Nebraska Department of Roads

**Program Title:** Highway Planning and Construction (Federal-Aid Highway Program)

**CFDA Number:** 20.205

**Project Number:** PL-1 (54)

7.4 If a Part 200 Audit is submitted by MPO, MPO shall notify the Nebraska Department of Roads, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

## **SECTION 8. FINANCIAL RESPONSIBILITY**

### **8.1 TOTAL COSTS AND FUNDING COMMITMENTS**

The total cost of the Eligible Planning Activities is \$142,083 as set out in the table below. The federal share \$113,666 is the sum of the carryover PL Funds from the last Fiscal Year \$1,449 and PL Funds from the upcoming Fiscal Year \$112,217. The amount of new and carryover PL Funds are estimated based on information available at the time of the agreement and are subject to change. The availability of the PL Funds is based on the continuation of existing funding levels. MPO has earmarked and has placed in its fiscal budget at least the amount of the local match. MPO's share may include both in kind services and a local match. The in-kind services for these Eligible Planning Activities are estimated to be \$0.

<b>ESTIMATED FUNDING</b>				
	<b>Federal</b>	<b>Local Match</b>	<b>Non-MPO local Match</b>	<b>Total</b>
<b>Recipient (Agreement)</b>				
GIAMPO VL1502, carryover	\$ 1,449	\$362	0	\$1,811
GIAMPO VL1602	\$112,217	\$28,055	0	\$140,272
<b>Subcontractors (if applicable)</b>				
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
<b>Totals</b>	<b>\$113,666</b>	<b>\$28,417</b>	<b>\$</b>	<b>\$142,083</b>

This Agreement may be supplemented if additional funding becomes available.

## 8.2 MPO'S FINANCIAL RESPONSIBILITY

MPO understands that payment for the costs of the Eligible Planning Activities, are the sole responsibility of MPO when Federal participation is not allowable or available or if the planning activities are subsequently determined to be ineligible for Federal-aid funding. Therefore, when the Federal government refuses to participate in the costs of the planning activities, MPO is responsible for all costs with no reimbursement under this Agreement.

## 8.3 REIMBURSEMENT OF COSTS INCURRED BY MPO

8.3.1 MPO incurred costs of Eligible Planning Activities may be reimburse with federal funds if:

- a. MPO submits an UPWP budget and FHWA approves such budget
- b. State has obtained federal funds obligation
- c. Eligible Planning Activities performed prior to July 1, 2016, and after June 30, 2017, are ineligible for Federal-aid reimbursement
- d. MPO obtains the approval of State and of FHWA prior to the purchase of any specialized equipment over \$5,000. Specialized equipment is equipment not ordinarily used or required in the regular administrative or planning operations of MPO. Such equipment must be required for and used primarily for Eligible Planning Activities. The cost of this specialized equipment must be reasonable as determined by State or FHWA

- e. MPO agrees to certify that items of equipment included in direct costs have been excluded from the indirect costs
  - f. MPO submits invoices no more frequently than monthly and no less often than quarterly and in accordance with this Agreement. MPO is responsible for submitting for reimbursement the total actual costs expended that are eligible for Federal-aid. State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for reimbursement. State will reimburse MPO for the Federal share of the eligible actual costs. MPO shall retain detailed cost records supporting all invoices for three (3) years after final cost settlement by FHWA and project closeout by the State. MPO shall submit those records to State upon request.
  - g. All Invoices are submitted on or before August 29, 2017.
- 8.3.2 MPO is required to submit their reimbursement requests electronically through State's invoice workflow system OnBase for review, approval, and payment. OnBase information, user guide, and instructional videos are available at <http://www.transportation.nebraska.gov/mat-n-tests/onbase/obinfo.html>. Reimbursement requests should be submitted to State's Highway Planning Manager. The reimbursement request must include the following:
- 1. Invoice – the invoice must include the following:
    - a. MPO name and address
    - b. Invoice number
    - c. Invoice date
    - d. Services provided to and from dates
    - e. Contact person for questions about the invoice
    - f. Breakdown of MPO's expenses
      - i. Direct Labor Costs (hours worked multiplied by the actual labor rate)
      - ii. Labor Fringe Benefits and/or if appropriate Indirect (Overhead) Costs
      - iv. Direct Non-Labor Costs
    - g. Federal balance due to MPO for the current period
    - h. Federal and Local share breakdown of the expenses
  - 2. NDOR Cost Breakdown Form (DR Form 162C or 162D); properly prepared, signed and dated. The form can be found on State's webpage at <http://www.transportation.nebraska.gov/rfp>.

3. Progress Report – must include the following in accordance with 23 CFR 420.117:
    - a. Comparison of actual performance with established goals
    - b. Progress in meeting schedules
    - c. Comparison of budgeted (approved) amounts and actual costs incurred.  
Cost overruns and underruns
    - e. Approved planning program revisions, and
    - f. Other pertinent supporting data
  4. Breakdown of subcontractors/subconsultant expenses and Proof of Payment (e.g. canceled checks or funds transfer)
- 8.3.3 It is understood that when utilizing PL Funds for travel expenses related to Eligible Planning Activities outside MPO area, MPO will submit detailed travel information to State either prior to the travel, or submitted with the PL billing statement. The reimbursement for meal and lodging rates shall be limited to the prevailing standard rate as indicated in the current website address for U.S. General Services Administration's (GSA) rates which is indicated below:  
<http://www.gsa.gov/portal/category/100120>
- 8.3.4 State will perform an initial check to verify that all necessary documentation is accurate and complete. State will reimburse MPO for the Federal share of the actual costs of Eligible Planning Activities and will make a reasonable effort to pay MPO within thirty (30) days of State's receipt of MPO's reimbursement request.
- 8.3.5 The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by MPO are allowable under this agreement, including any subcontractor/subconsultant agreements.
- 8.3.6 Oversight costs include: direct costs, such as compensation of MPO employees for their time devoted and related directly to the performance of the Eligible Planning Activities for which the federal-aid was approved; cost of materials consumed for the Eligible Planning Activities; and indirect costs, with an approved Indirect Cost Allocation Plan as outlined in the LPA Guidelines Manual.

## **8.4 AUDIT AND FINAL COST SETTLEMENT**

- 8.4.1 The final settlement between State and MPO will be made after final funding review and approval by State and after an audit, if deemed necessary, has been performed to determine eligible actual costs.
- 8.4.2 If deemed necessary, an audit will be performed by State to determine whether the actual costs incurred for Eligible Planning Activities are eligible for reimbursement with federal funds. The Parties understand that the audit may require an adjustment of the reimbursement made under this Agreement. MPO agrees to reimburse State for any overpayments identified in the audit review, and State agrees to reimburse MPO for underpayments when appropriate.
- 8.4.3 If MPO's calculated share is more than the amount of local funds previously paid to State, State will bill MPO for the difference. MPO agrees to pay the amount due State within thirty (30) days of receipt of invoice.
- 8.4.4 If MPO's calculated share is less than the amount of local funds previously paid to State, State will reimburse MPO for the difference and will make a reasonable effort to pay MPO within thirty (30) days of the completion of the audit.

## **SECTION 9. PROCUREMENT OF ENGINEERING AND DESIGN RELATED SERVICES**

MPO shall procure engineering design related services (as defined in 23 CFR 172.3) using the Qualifications Based Selection process set out in the LPA Guidelines Manual.

## **SECTION 10. PROFESSIONAL PERFORMANCE**

It is understood by the Parties that MPO is solely responsible for all work product generated as part of the Eligible Planning Activities completed under this Agreement. Any review or examination by State, or acceptance or use of the work product of MPO or its consultant will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of MPO and its consultant which would relieve MPO from any expense or liability that would be connected with MPO's sole responsibility for the propriety and integrity of the work product to be accomplished by MPO or its consultant.



## **SECTION 11. INDEMNITY**

MPO agrees to hold harmless, indemnify, and defend State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees that State or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of MPO's work and the terms of this Agreement.

## **SECTION 12. CONFLICT OF INTEREST LAWS**

12.1 MPO shall review the Conflict of Interest provisions of 23 CFR 1.33, 49 CFR 18.36(b)(3) and 2 CFR, and agrees to comply with all the Conflict of Interest provisions (including applicable State and local provisions) in order for the Eligible Planning Activities to remain fully eligible for State or Federal funding. MPO should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on State's website at the following location:

<http://www.transportation.nebraska.gov/gov-aff/lpa/chapter-forms/coi/coi-guidance-doc-lpa.pdf>

12.2 MPO must also complete, sign and submit to State's Highway Planning Manager, the **NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**. This form is located on State's website at the following location:

<http://www.transportation.nebraska.gov/gov-aff/lpa/chapter-forms/coi/coi-disclosure-doc-lpa.pdf>

12.3 Consultants, subconsultants, agents, or representatives providing services for MPO's, or submitting proposals for services, shall submit to MPO and State's Highway Planning Manager a Conflict of Interest Disclosure Form for Consultants. Consultants, subconsultants, agents, or representative shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with such entity or individual(s) having a real or potential conflict of interest on MPO federal-aid transportation planning activities.

## **SECTION 13. DRUG FREE WORKPLACE**

MPO shall have an acceptable and current drug-free workplace policy on file with State.

#### **SECTION 14. RECORDS RESPONSIBILITY**

- 14.1 MPO shall maintain all correspondence, files, books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office. These records shall be available at all reasonable times during the contract period and for at least three years from the date of final cost settlement by FHWA and project closeout by the State. Such records must be available for inspection by State and the FHWA, Federal Transit Administration, or any authorized representatives of the Federal government, and MPO shall furnish copies to those mentioned in this section when requested to do so.
- 14.2 Papers, interim reports, forms or other materials which are a part of the work under contract will not be copyrighted without written approval of State and Federal Highway Administration.
- 14.3 Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- 14.4 Publication by either party shall give credit to the other party and to the Federal Highway Administration. However, if State or Federal Highway Administration does not wish to subscribe to the findings or conclusions of the Study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of State or Federal Highway Administration."
- 14.5 In the event of failure of agreement between State and MPO relative to the publication of any reports during the period of the contract, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.
- 14.6 Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.
- 14.7 Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.

14.8 When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, a statement must be included in the paper and in the presentation of the effect that the paper had not been reviewed by the appropriate other party.

#### **SECTION 15. FAIR EMPLOYMENT PRACTICES**

If MPO performs any Eligible Planning Activities itself, MPO shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. § 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 19. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means "MPO".

#### **SECTION 16. DISABILITIES ACT**

MPO agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

#### **SECTION 17. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS**

##### **PROVISIONS**

MPO agrees to comply with the requirements of Neb.Rev.Stat. § 4-108 to 4-114 with the Eligible Planning Activities, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor 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 18. DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

##### **18.1 Policy**

MPO shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this Agreement.

##### **18.2 Disadvantaged Business Enterprises (DBEs) Obligation**

MPO and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal Funds provided under this Agreement. In this regard, MPO shall take all necessary and reasonable

steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. MPO shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

## **SECTION 19. TITLE VI NONDISCRIMINATION CLAUSES**

During the performance of this Agreement, MPO, for itself, its assignees and successors in interest agrees as follows:

### **19.1 Compliance with Regulations:**

MPO shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

### **19.2 Nondiscrimination:**

MPO, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. MPO shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

### **19.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment:**

In all solicitations either by competitive bidding or negotiation made by MPO for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by MPO of MPO's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

**19.4 Information and Reports:**

MPO shall provide all information and reports required by the federal regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such federal regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, MPO shall so certify to State, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

**19.5 Sanctions for Noncompliance:**

In the event of MPO's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or FHWA may determine to be appropriate, including but not limited to,

- (a) Withholding of payments to MPO under this Agreement until MPO complies, and/or
- (b) Cancellation, termination or suspension of this Agreement, in whole or in part.

**19.6 Incorporation of Provisions:**

MPO shall include the provisions of sections 19.1 through 19.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. MPO shall take such action with respect to any subcontract or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, MPO may request State to enter into such litigation to protect the interests of State, and in addition, MPO may request the United States to enter into such litigation to protect the interests of the United States.

**SECTION 20. ENTIRE AGREEMENT**

This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this Agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

**SECTION 21. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

21.1 The undersigned certifies, to the best of his or her knowledge and belief, that:

21.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

21.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

21.1.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, subgrants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**SECTION 22. PAPERWORK REDUCTION ACT PUBLIC BURDEN STATEMENT**

A Federal agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a current valid OMB control number. The OMB Control No. for this information collection is 2105-0555. The information requested on this form is being collected and disseminated by the U.S. Department of Transportation, Office of the Secretary as a courtesy to the public. Public burden reporting for this collection of information is

estimated to be 15 minutes per response, including time for reviewing instructions, and completing and reviewing the collection of information. All responses to this collection are mandatory. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to: Information Collection Clearance Office, US Department of Transportation, Office so Small and Disadvantaged Business Utilization, Financial Assistance Division, 1200 New Jersey Ave., S.E., 5th Floor, W56-448, Washington, DC 20590.

**SECTION 23. PRIVACY ACT STATEMENT**

The Privacy Act requires that we provide you with the following information regarding our use of your Personally Identifiable Information. The information on this form is solicited under the authority of Title 49 U.S.C. 332(b)(3)(4)(5) which authorizes DOT OSDBU to assist Disadvantage Business Enterprises and Small and Disadvantaged Businesses in acquiring access to working capital and to debt financing, in order to obtain transportation related contracts funded by DOT. STLP loans are provided through lenders that serve as STLP Participating Lenders (PL). The PLs enter into a Cooperative Agreement with DOT's OSDBU. The STLP is subject to budgeting and accounting requirements of the Federal Credit Reform Act of 1990 (FCRA). The PL must carry out processes to activate, monitor, service and close out STLP loans. To fulfill the requirements of FCRA, the PL submits reports and the forms to OSDBU. Provisions of the requested information are voluntary; however it is a requirement of the Cooperative Agreement.



**IN WITNESS WHEREOF**, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party.

**EXECUTED** by the MPO this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WITNESS:

City of Grand Island MPO

RaNae Edwards

Jeremy Jensen

\_\_\_\_\_  
Grand Island City Clerk

\_\_\_\_\_  
Mayor of Grand Island

**EXECUTED** by the State this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

STATE OF NEBRASKA  
DEPARTMENT OF ROADS  
Brandie Neemann, P.E.

\_\_\_\_\_  
Planning & Project Development Engineer

RESOLUTION 2016-156

WHEREAS, the Grand Island Area Metropolitan Planning Organization (GIAMPO) in cooperation with the Nebraska Department of Roads has prepared a Unified Planning Work Program (UPWP) for the purpose of assisting the LPA in obtaining Federal approval and financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local governments for the Grand Island Metropolitan Planning Area for Fiscal Year 2017; and

WHEREAS, the total cost reimbursable under such agreement is currently estimated to be \$142,083.00, with the federal share estimated at \$113,666.00 and the MPO share estimated at \$28,417.00 for Fiscal Year 2017, which begins July 1, 2016 and ends June 30, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Unified Planning Work Program (UPWP) for the Grand Island Metropolitan Planning Area for Fiscal Year 2017 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
June 24, 2016	☒ City Attorney



# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item G-14

**#2016-157 - Approving Authorization for Emergency Sanitary Sewer Repairs between Sunset Avenue and Dodge Street; Oak Street to Vine Street**

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

# Council Agenda Memo

**From:** Marvin Strong PE, Wastewater Plant Engineer

**Meeting:** June 28, 2016

**Subject:** Approving Authorization for Emergency Sanitary Sewer Repairs between Sunset Avenue and Dodge Street; Oak Street to Vine Street

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

## Background

Emergency sanitary sewer repairs were needed for a sanitary sewer mainline between Sunset Avenue and Dodge Street; Oak Street to Vine Street. The sanitary sewer main was broken five (5) feet from the manhole, with the pipe offset and the manhole in poor condition. Soil was showing from the offset and groundwater was infiltrating.

## Discussion

Myers Construction, Inc. of Broken Bow, Nebraska was hired by providing a quote of \$37,875.00 for the sanitary sewer repair between Sunset Avenue and Dodge Street; Oak Street to Vine Street.

Two other contractors were contacted to solicit quotes from; The Diamond Engineering Company of Grand Island, Nebraska submitted a quote in the amount of \$99,645.00 and O'Hara Plumbing of Grand Island, Nebraska stated they were not available to do the repairs.

Myers Construction, Inc. will be paid the repair costs in the amount of the quote submitted, which totals \$37,875.00, which is based on actual time and materials incorporated into the repair work. Since the total is over \$20,000.00 council approval is necessary. We are requesting permission to use the emergency procurement procedures as outlined in Section 27-13 of the City Code.

## Alternatives

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

1. Move to approve

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

### **Recommendation**

City Administration recommends that the Council approve usage of the City's Emergency Procurement Procedures and pass a resolution authorizing payment to Myers Construction, Inc. of Broken Bow, Nebraska in the total amount of \$37,875.00 for the necessary sanitary sewer repairs.

### **Sample Motion**

Move to approve the usage of the City's Emergency Procurement Procedures and authorize payment for the necessary sanitary sewer repairs.

RESOLUTION 2016-157

WHEREAS, the Wastewater Division of the Public Works Department needed to perform emergency sanitary sewer repairs between Sunset Avenue and Dodge Street; Oak Street to Vine Street; and

WHEREAS, permission is requested to use the emergency procurement procedures as outlined in Section 27-13 of the City Code; and

WHEREAS, Myers Construction, Inc. of Broken Bow, Nebraska has been hired to do said repairs, with a total quote of \$37,875.00; and

WHEREAS, two other contractors were contacted to solicit quotes from; The Diamond Engineering Company of Grand Island, Nebraska submitted a quote of \$99,645.00 and O'Hara Plumbing of Grand Island, Nebraska stated they were not available to do the repairs.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the sanitary sewer repairs performed by Myer Construction, Inc. of Broken Bow, Nebraska between Sunset Avenue and Dodge Street; Oak Street to Vine Street, in the total amount of \$37,875.00 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
June 24, 2016	☒ City Attorney



# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item G-15

**#2016-158 - Approving Change Order No. 2 for Hall County SID  
No. 2 Sanitary Sewer Improvements - 2014**

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



# **Council Agenda Memo**

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** June 28, 2016

**Subject:** Approving Change Order No. 2 for Hall County SID No. 2 Sanitary Sewer Improvements - 2014

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

## **Background**

On May 12, 2015, by Resolution No. 2015-125, the City Council awarded the bid for construction of Sanitary Improvement District No. 2 to Myers Construction, Inc. of Broken Bow, Nebraska on May 12, 2015 in the amount of \$2,180,806.00.

On April 12, 2016, by Resolution No. 2016-83, the City Council approved Change Order No. 1 to such contract, in the amount of \$47,018.75, to address large amounts of unknown debris that was encountered on a portion of the project near Lift Station No. 25, which caused increased boring expenses, debris disposal, and additional work days. Change Order No. 1 resulted in a revised contract amount of \$2,227,824.75.

This project will continue the extension of sanitary sewer to the south side of Interstate 80 along US Highway 281.

Any changes to the contract require council approval.

## **Discussion**

The City has been responsible for electrical service for the two (2) new lift stations to date. The northern lift station has a diesel generator as backup, while the southern lift station is backed up by a natural gas generator. Myers Construction, Inc. was able to schedule the work to convert the north lift station backup generator to natural gas in a more timely fashion than the gas company, therefore the City opted to have the contractor perform the work under the current contract.

This second change order will also rectify final quantities for the project. One notable overage is the quantity increase for the dual 4-inch force main due to a longer run required at the north end of the project. The US Highway 281 project stopped about 150 feet short due to a large concrete sign base, however directional drilling of the 4-inch

force main was able to get under the large concrete base when an open cut method for the US Highway 281 project was not practical.

Itemized costs are included in the Change Order No. 2 document from Olsson Associates.

In summary, an additional \$16,880.00 is requested to address the conversion of the northern lift station generator backup from diesel to natural gas, as well as rectify final quantity amounts. Such increase will result in a revised contract amount of \$2,244,704.75.

Funds are available in Account No. 53030055-85213-53002.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve Change Order No. 2 for Hall County SID No. 2 Sanitary Sewer Improvements – 2014 with Myers Construction, Inc. of Broken Bow, Nebraska in the amount of \$16,880.00.

### **Sample Motion**

Move to approve Change Order No. 2.

Date of Issuance: June 14, 2016 Effective Date: June 14, 2016

Project: Hall County SID #2 Sanitary Sewer Improvements – 2014 District 534	Owner: City of Grand Island	Owner's Contract No.:
Contract:		Date of Contract: May 27, 2015
Contractor: Myers Construction Inc.		Engineer's Project No.: 012-1867

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: Adjusting original quantities to final quantities and added Lift Station #26 gas service line

Attachments: (List documents supporting change):

Itemized break down is attached

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:  
\$ 2,180,806.00

Increase from previously approved Change Orders  
No. 1 to No. 1:  
\$ 47,018.75

Contract Price prior to this Change Order:  
\$ 2,227,824.75

Increase of this Change Order:  
\$ 16,880.00

Contract Price incorporating this Change Order:  
\$ 2,244,704.75

**CHANGE IN CONTRACT TIMES:**

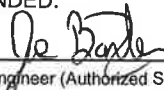
Original  Working days  Calendar days  
Substantial completion (days or date): N/A  
Ready for final payment (days or date): April 15, 2016

Increase from previously approved Change Orders  
No. 1 to No. 1:  
Substantial completion (days or date): N/A  
Ready for final payment (days or date): May 15, 2016


Contract Times prior to this Change Order:  
Substantial completion (days or date): N/A  
Ready for final payment (days or date): May 15, 2016

Increase of this Change Order:  
Substantial completion (days or date): N/A  
Ready for final payment (days or date): June 3, 2016

Contract Times with all approved Change Orders:  
Substantial completion (days or date): N/A  
Ready for final payment (days or date): June 3, 2016

RECOMMENDED:  
By:   
Engineer (Authorized Signature)  
Date: 6/9/16

ACCEPTED:  
By: \_\_\_\_\_  
Owner (Authorized Signature)  
Date: \_\_\_\_\_

ACCEPTED:  
By:   
Contractor (Authorized Signature)  
Date: 6-9-16

Approved by Funding Agency (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_

Myers Construction, Inc.  
 79849 Hwy 2  
 Broken Bow NE 68822

# Proposal

Proposal Date: 5/31/2016  
 Proposal #: 1082  
 Project:

Bill To:  
 City of Grand Island

Description	Est. Hours/Qty.	Rate	Total
Lift Station #26 natural gas service to generator. Quote includes all equipment, material, labor and testing	1	6,500.00	6,500.00
NE Sales Tax		5.50%	0.00
<b>Total</b>			<b>\$6,500.00</b>

Hall County SID #2 Sanitary Sewer Improvements  
Grand Island, NE  
Change Order #2 Final

No.	Description	Unit	Original Quantity	Revised Quantity	Original Unit Price	Original Extension	Revised Extension	Add / Deduct
<b>BASE BID SECTION</b>								
1	Mobilization / Demobilization	LS	1	1	\$ 94,000.00	\$ 94,000.00	\$ 94,000.00	\$ -
2	8" Force Main	LF	402	426	\$ 86.00	\$ 34,572.00	\$ 36,636.00	\$ 2,064.00
3	4" Force Main	LF	2,059	2,361	\$ 46.00	\$ 94,714.00	\$ 108,606.00	\$ 13,892.00
4	4" Directionally Drilled Force Main (Two(2) Together)	LF	1,675	1,675	\$ 72.00	\$ 120,600.00	\$ 120,600.00	\$ -
5	4" Directionally Drilled Force Main (Single)	LF	2,966	2,966	\$ 46.00	\$ 136,436.00	\$ 136,436.00	\$ -
6	10" Gravity Sewer Line	LF	16	27	\$ 200.00	\$ 3,200.00	\$ 5,400.00	\$ 2,200.00
7	8" Gravity Sewer Line	LF	821	821	\$ 64.00	\$ 52,544.00	\$ 52,544.00	\$ -
8	6" Gravity Sewer Line	LF	233	233	\$ 54.00	\$ 12,582.00	\$ 12,582.00	\$ -
9	4" Gravity Sewer Line	LF	36	52	\$ 38.00	\$ 1,368.00	\$ 1,976.00	\$ 608.00
10	Trenchless Crossing w/22"x0.438" WT Steel Casing	LF	396	396	\$ 527.00	\$ 208,692.00	\$ 208,692.00	\$ -
11	Trenchless Crossing w/16"x0.313" WT Steel Casing	LF	258	258	\$ 302.00	\$ 77,916.00	\$ 77,916.00	\$ -
12	4" Diameter Manhole-Type 2 (6' Deep or Less)	EA	7	7	\$ 5,600.00	\$ 39,200.00	\$ 39,200.00	\$ -
13	4" Diameter Drop Manhole-Type 2 (6' Deep or Less)	EA	1	1	\$ 9,840.00	\$ 9,840.00	\$ 9,840.00	\$ -
14	Addit. Manhole Depth	VF	15.64	17.64	\$ 400.00	\$ 6,256.00	\$ 7,056.00	\$ 800.00
15	Air Release Structure (Two(2) Force Mains)	EA	3	3	\$ 14,876.00	\$ 44,628.00	\$ 44,628.00	\$ -
16	Air Release Structure (One(1) Force Main)	EA	1	1	\$ 9,430.00	\$ 9,430.00	\$ 9,430.00	\$ -
17	D.I. Fittings	LB	1,355	1,355	\$ 5.60	\$ 7,588.00	\$ 7,588.00	\$ -
18	Connection to Existing Sewer	EA	5	6	\$ 1,500.00	\$ 7,500.00	\$ 9,000.00	\$ 1,500.00
19	Build Lift Station #25	LS	1	1	\$ 398,512.00	\$ 398,512.00	\$ 398,512.00	\$ -
20	Build Lift Station #26	LS	1	1	\$ 403,684.00	\$ 403,684.00	\$ 403,684.00	\$ -
21	Tracer Wire Test Box	EA	7	10	\$ 310.00	\$ 2,170.00	\$ 3,100.00	\$ 930.00
22	Dewatering	LS	1	1	\$ 242,333.00	\$ 242,333.00	\$ 242,333.00	\$ -
23	North Wastewater Treatment Plant Abandonment	LS	1	1	\$ 27,500.00	\$ 27,500.00	\$ 27,500.00	\$ -
24	East Lift Station Abandonment	LS	1	1	\$ 14,860.00	\$ 14,860.00	\$ 14,860.00	\$ -
25	South Wastewater Treatment Plant Abandonment	LS	1	1	\$ 21,790.00	\$ 21,790.00	\$ 21,790.00	\$ -
26	Remove 6" Concrete Pavement	SY	46	13	\$ 10.00	\$ 460.00	\$ 130.00	\$ (330.00)
27	Place 6" Concrete Pavement	SY	331	317	\$ 64.00	\$ 21,184.00	\$ 20,288.00	\$ (896.00)
28	Remove 6" Asphalt Pavement	SY	388	234	\$ 8.00	\$ 3,104.00	\$ 1,872.00	\$ (1,232.00)
29	Place 6" Concrete Pavement w/ Integral Curb & Gutter	SY	258	286	\$ 66.00	\$ 17,028.00	\$ 18,876.00	\$ 1,848.00
30	Remove & Replace 12" Concrete Landing Pad	SY	5	5	\$ 112.00	\$ 560.00	\$ 560.00	\$ -
31	Remove Existing Sanitary Sewer Manhole	EA	1	1	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ -
32	Remove Existing 12" CM Storm Sewer Pipe	LF	28	28	\$ 20.00	\$ 560.00	\$ 560.00	\$ -
33	Place 12" CM Storm Sewer Pipe	LF	20	25	\$ 84.00	\$ 1,680.00	\$ 2,100.00	\$ 420.00
34	Build Curb Inlet	EA	1	1	\$ 5,600.00	\$ 5,600.00	\$ 5,600.00	\$ -
35	White Rock Surfacing	TN	325	325	\$ 48.00	\$ 15,600.00	\$ 15,600.00	\$ -
36	Landscape Rock	TN	3	0	\$ 52.00	\$ 156.00	\$ -	\$ (156.00)
37	Replace Chain Link Fence	LF	161	50	\$ 48.00	\$ 7,728.00	\$ 2,400.00	\$ (5,328.00)
38	Remove & Replace Barb Wire Fence	LF	60	200	\$ 8.00	\$ 480.00	\$ 1,600.00	\$ 1,120.00
39	Bollards	EA	10	5	\$ 120.00	\$ 1,200.00	\$ 600.00	\$ (600.00)
40	Seeding (Type 1)	AC	0.18	0.30	\$ 4,500.00	\$ 810.00	\$ 1,350.00	\$ 540.00
41	Seeding (Type 2)	AC	1.57	1.57	\$ 3,300.00	\$ 5,181.00	\$ 5,181.00	\$ -
42	Tree Removal/Cleaning & Grubbing	LS	1	1	\$ 1,160.00	\$ 1,160.00	\$ 1,160.00	\$ -
43	Erosion Control	LS	1	0.60	\$ 17,500.00	\$ 10,500.00	\$ 10,500.00	\$ (7,000.00)
44	Striping	LS	1	1	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ -
45	Change Order #1	LS	1	1	\$ 47,018.75	\$ 47,018.75	\$ 47,018.75	\$ -
46	Lift Station #26 Gas Service	LS	0	1	\$ 6,500.00	\$ -	\$ 6,500.00	\$ 6,500.00
						<b>\$2,227,824.75</b>	<b>\$2,244,704.75</b>	<b>\$16,880.00</b>

RESOLUTION 2016-158

WHEREAS, on May 12, 2015, by Resolution 2015-125, the City Council of the City of Grand Island approved the bid of Myers Construction, Inc. of Broken Bow, Nebraska for construction of Hall County SID No. 2 Sanitary Sewer Improvements – 2014, in the amount of \$2,180,806.00; and

WHEREAS, on April 12, 2016, by Resolution No. 2016-83, the City Council of the City of Grand Island approved Change Order No. 1 to such contract in the amount of \$47,018.75, to address large amounts of unknown debris that was encountered on a portion of the project near Lift Station No. 25, which caused increased boring expenses, debris disposal, and additional work days; and

WHEREAS, to address the conversion of the northern lift station generator backup from diesel to natural gas, as well as rectify final quantity amounts Change Order No. 2 in the amount of \$16,880.00 is requested; and

WEREAS, the Public Works Department supports such change order.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 2 in the amount of \$16,880.00.00 between the City of Grand Island and Myers Construction, Inc. of Broken Bow, Nebraska to provide the modifications of Hall County SID No. 2 Sanitary Sewer Improvements - 2014.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
June 24, 2016	☒ City Attorney



# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item G-16

**#2016-159 - Approving Bid Award for Building Demolition - North of Highway 2 (Between Railroad Mile Marker 98 & 99) Within the Burlington Northern Santa Fe Railroad Right-of-Way**

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

# Council Agenda Memo

**From:** Terry Brown PE, Assistant Public Works Director

**Meeting:** June 28, 2016

**Subject:** Approving Bid Award for Building Demolition – North of Highway 2 (Between Railroad Mile Marker 98 & 99) Within Burlington Northern Santa Fe Railroad Right-of-Way

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

## Background

The State of Nebraska requested the City of Grand Island demolish the building that sits north of Highway 2 (north of the Veterans Home pond), between railroad mile marker 98 & 99) within the Burlington Northern Santa Fe Railroad right-of-way. Such building was constructed many years ago in the railroad right-of-way by the Grand Island Veterans Home to receive coal and other needed commodities which were delivered by rail. In order to properly terminate the State's lease with the railroad, the building must be completely removed.

## Discussion

The Engineering Division of the Public Works Department solicited informal quotes for the demolition of the building that sits north of Highway 2 in the Burlington Northern Santa Fe Railroad right-of-way. Such quotes were due on June 15, 2016 with one submittal received from Hooker Brothers Construction Company of Grand Island, Nebraska. Such quote is in the amount of \$32,979.60 and covers the removal of the building foundation and attached concrete dock, fill and leveling of the depression adjacent to the grade, as well as removal of all materials from the site and proper disposal of such. The contractor is also responsible to obtain any necessary permits from the City, State and Burlington Northern Santa Fe Railroad.

## Alternatives

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

1. Move to approve



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

### **Recommendation**

City Administration recommends that the Council approve the bid of Hooker Brothers Construction Company of Grand Island, Nebraska in the amount of \$32,979.60 for demolition of the building that sits north of Highway 2, between mile marker 98 & 99, within Burlington Northern Santa Fe Railroad's right-of-way.

### **Sample Motion**

Move to approve the bid of Hooker Brothers Construction Company of Grand Island, Nebraska in the amount of \$32,979.60.

RESOLUTION 2016-159

WHEREAS, the State of Nebraska requested the City of Grand Island demolish the building that sits north of Highway 2 (between railroad marker 98 & 99) within Burlington Northern Santa Fe Railroad's right-of-way; and

WHEREAS, in order to properly terminate the State's lease with the railroad, the building must be completely removed; and

WHEREAS, the Engineering Division of the Public Works Department solicited quotes for such building demolition; and

WHEREAS, Hooker Brothers Construction Company of Grand Island, Nebraska was the sole responsible responder with a quote of \$32,979.60 to remove the building foundation and attached concrete dock, fill and level the depression adjacent to the grade and remove all materials from the site and dispose of such properly.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the quote of \$32,979.60 from Hooker Brothers Construction Company of Grand Island, Nebraska is hereby approved for demolition of the building that sits north of Highway 2 (between railroad marker 98 & 99) within Burlington Northern Santa Fe Railroad's right-of-way.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
June 24, 2016	☒ City Attorney



# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item G-17

**#2016-160 - Approving Resolution to Place Firefighter Ronald Tubbs on the Disabled Firefighter Pension List**

Staff Contact: Jerry Janulewicz

# Council Agenda Memo

**From:** Jerry Janulewicz, City Attorney  
**Meeting:** June 28, 2016  
**Subject:** Ronald Tubbs/Disabled Firefighter Pension  
**Presenter(s):** Jerry Janulewicz, City Attorney

## Background

Firefighter Ronald Tubbs has been employed as a firefighter for the City of Grand Island since October 23, 2000. On November 24, 2015, he was placed on temporary disability status after the Fire Department's contract physician determined he was not medically fit to perform the duties of a firefighter. Following this action, Firefighter Tubbs participated in an independent medical evaluation arranged by the City. As a result of the findings of the independent medical evaluation, the findings and determination of the fire department's contract physician, and the presumption of disability in the line of duty provided by Section 18-1723 of the Nebraska Statutes, the City's fire chief and city attorney recommend that Firefighter Ronald Tubbs be found to be permanently and totally disabled as defined by Section 16-1031 of the Nebraska Statutes, as such disability results in his complete inability, for reasons of accident or other cause while in the line of duty, to perform the duties of a firefighter as those duties are defined in the department's job description.

## Discussion

By statute, a firefighter placed upon the roll of pensioned firefighters shall receive a retirement pension of fifty percent of regular pay for the period of disability. If the actuarial equivalent of the disability pension payable exceeds the employee's retirement value at the time of the first pension payment, the city must contribute such additional amounts as may be necessary, from time to time, to provide for the required disability pension.

## Alternatives

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

1. Move to approve the resolution

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

### **Recommendation**

City Administration recommends that the Council approve the resolution placing Firefighter Ronald Tubbs on the roll of pensioned firefighters of the City of Grand Island as provided in the resolution.

### **Sample Motion**

Move to approve the Resolution.

RESOLUTION 2016-160

WHEREAS, Firefighter Ronald Tubbs has been employed as a firefighter for the City of Grand Island since October 23, 2000; and

WHEREAS, on November 24, 2015, Firefighter Tubbs was placed on temporary disability status following the action on October 2, 2015, of the Fire Department's contract physician who found and determined based upon nationally recognized standards that Firefighter Tubbs was not medically fit to perform the duties of a firefighter; and

WHEREAS, following the results of the fitness for duty examination, the City required Firefighter Tubbs to be evaluated by an independent physician licensed to practice medicine in the State of Nebraska; and

WHEREAS, as a result of the findings of the city-required independent medical evaluation, the findings and determination of the fire department's contract physician, and the presumption of disability in the line of duty provided by Section 18-1723 of the Nebraska Statutes, the City's fire chief and city attorney recommend that Firefighter Ronald Tubbs be found to be permanently and totally disabled as defined by Section 16-1031 of the Nebraska Statutes, as such disability results in his complete inability, for reasons of accident or other cause while in the line of duty, to perform the duties of a firefighter as those duties are defined in the department's job description.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that effective July 1, 2016, Ronald Tubbs shall be placed upon the roll of pensioned firefighters at the regular retirement pension of fifty percent of regular pay for the period of such disability. As provided by Section 16-1031(4), if the actuarial equivalent of the disability pension payable exceeds Firefighter Tubbs' retirement value at the time of the first pension payment, the city shall contribute such additional amounts as may be necessary, from time to time, to provide for the required disability pension.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 28 2016.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
June 24, 2016	☒ City Attorney



# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item H-1

### **Consideration of Community Development Block Grant Consolidated Plan and Annual Action Plan Funding Allocations**

*This item relates to the aforementioned Public Hearing item E-6. No Council action is required.*

Staff Contact: Charley Falmlen



# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item I-1

**#2016-161 - Consideration of Redevelopment Plan for CRA Area 19 located at the Northeast Corner of US Highway 34 and South Locust Street (Talon Apartments, Inc.)**

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

Staff Contact: Chad Nabity



RESOLUTION 2016-161

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 19 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: acquisition, site preparation, planning activities, necessary utility extensions, and fees associated with the redevelopment project. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form	☐ _____
June 24, 2016	☐ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 19 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission with respect to the Redevelopment Contract.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:
  - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
  - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.

- c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.
  
- 4. The City hereby finds and determines that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purposes of accomplishing, in accordance with the general plan for development of the City, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity; and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of a healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreation and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

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Adopted by the City Council of the City of Grand Island, Nebraska, June 28, 2016.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of June 15, 2016 through June 28, 2016**

*The Claims for the period of June 15, 2016 through June 28, 2016 for a total amount of \$4,728,142.82.  
A MOTION is in order.*

Staff Contact: Renae Griffiths



# City of Grand Island

Tuesday, June 28, 2016

Council Session

## Item S-1

### Update on Wrongful Death Claim of Dumale Bariyiga

Staff Contact: Jerry Janulewicz

# Council Agenda Memo

**From:** Jerry Janulewicz, City Attorney

**Meeting:** June 28, 2016

**Subject:** Claim of Dumale Bariyiga and on behalf of the Estate of Nubari Koffree

**Presenter(s):** Jerry Janulewicz, City Attorney

## Background and Discussion

On September 11, 2015, the City of Grand Island received the Claim of Dumale Bariyiga made under the Political Subdivisions Tort Claims Act. The claim arose out of the July 18, 2015 death of Nubari Koffree, the Claimant's daughter, which occurred at Island Oasis Water Park. While the claim was on file with the City, the Claimant, the City, and the City's liability insurance carrier participated in mediation of the claim. Through mediation, attended by the City Attorney, a settlement agreement was reached whereby the Claimant would execute a full and complete release of the City of Grand Island, its officers and employees, from all claims arising out of the death of Nubari Koffree, including those for the wrongful death of Nubari Koffree and Claimant's individual claims, in consideration of \$240,000 to be paid by the City's insurance carrier. An exchange of the settlement release and consideration for the release was completed on June 16, 2016. Nebraska Revised Statute Section 84-713 requires that a settlement agreement such as this be included as an agenda item on the next regularly scheduled public meeting of the public body for informational purposes. A copy of the Settlement Release and Release is included with this memo.

No Council action is required. This matter is submitted for informational purposes and to comply with the above-cited statute.

## SETTLEMENT RELEASE AND RELEASE

### 1. INTRODUCTION, DESCRIPTION OF PARTIES

The parties referred to in this release are as follows:

- a. Dumale Kuene Bariyiga as Personal Representative of the Estate of Nubari Koffree, Deceased, as well as her agents, employees, heirs, executors, administrators, successors and assigns ("Bariyiga, PR").

Dumale Kuene Bariyiga in her individual capacity (Bariyiga").

- b. The Released Parties are:

The City of Grand Island, Nebraska, together with its successors, assigns, employees, attorneys, agents, officers, elected officials, insurers, all of whom are collectively referred to in this release as "Released Parties."

### 2. CLAIMS RELEASED

Bariyiga PR, as Personal Representative of the Estate of Nubari Koffree, under and by virtue of the authority granted to her as Personal Representative of the Estate of Nubari Koffree, Deceased, and by order of the County Court of Lancaster County entered on the 7 day of June, 2016, for herself and for the heirs, next of kin and successors of Nubari Koffree, Deceased, finally and forever releases and discharges the Released Parties from any and all claims, actions, causes of action, demands, and damages of any kind, including but not limited to damages for or in any way relating to the hospitalization, treatment, care, burial, pain and suffering, injuries and death of Nubari Koffree, Deceased, as well as all consequential damages and any and all other derivative claims on account of or in any way related to or growing out of the "Incident" described in paragraph 3 of this release.

Bariyiga in her individual capacity finally and forever releases and discharges the Released Parties from any and all claims, actions, causes of action, demands, and damages of any kind, including but not limited to damages for emotional distress, bystander damages of any type, or any other damages in any way relating to the hospitalization, treatment, care, burial, pain and suffering, injuries and death of Nubari Koffree, Deceased, as well as all consequential damages and any and all other derivative claims on account of or in any way related to or growing out of the "Incident" described in paragraph 3 of this release.

Bariyiga, PR and Bariyiga acknowledge and represent that this release covers all injury and damages to Dumale Bariyiga individually, or in her capacity as Personal Representative of the Estate of Nubari Koffree, Deceased, whether those claims are known or not, or those claims which may develop after the signing of this release. Bariyiga, PR and Bariyiga acknowledge that in some cases damages may be progressive, and they have had the opportunity to seek any and all medical care, consultation or treatment before executing this release. Bariyiga, PR and

Bariyiga understand that this release covers all injuries and damages, even though the injuries or damages may later be found to be more severe or of a different nature than now believed. Bariyiga, PR and Bariyiga waive any claim that they are mistaken about the nature of their injuries or their damages.

**3. INCIDENT**

The "Incident" described in this release refers to the following:

The drowning death of Nubari Koffree which occurred on or about July 18, 2015, at the Island Oasis Water Park in Grand Island, Nebraska.

**4. CONSIDERATION**

The consideration for signing this release is the sum of \$240,000, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Bariyiga, PR and Bariyiga who, by signing this release, stipulate and agree to the adequacy of the consideration. Bariyiga, PR and Bariyiga acknowledge the sum of \$240,000 was paid in the following manner:

\$100,000 to Dumale Kuene Bariyiga as Personal Representative of the Estate of Nubari Koffree, Deceased;

\$140,000 to Dumale Bariyiga for her individual claims.

**5. RELEASE, FINAL AND BINDING**

Bariyiga, PR and Bariyiga acknowledge that this release and settlement is mutual, final and binding upon the parties, regardless of whether too much or too little has been paid. Bariyiga, PR and Bariyiga further acknowledge that the release is intended to cover any and all claims, several or otherwise, past, present or future, which have been or could be asserted by Bariyiga, PR and Bariyiga in any way relating to the Incident.

**6. NONADMISSION OF LIABILITY**

Neither this release, nor any payment, concession or other action by any of the Released Parties should be construed as an admission of liability, and Bariyiga, PR and Bariyiga understand that Released Parties expressly deny liability and acknowledge that this settlement is a result of compromise. Bariyiga, PR and Bariyiga agree that this release shall not be used as a defense or estoppel in any other action.

**7. INDEMNIFICATION**

Bariyiga, PR and Bariyiga hereby expressly agree to defend, indemnify, and hold harmless the persons released hereunder, insurance company, and any other persons, firms or corporations hereby released, against any and all claims of any kind or nature, including, but not limited to, liens, demands, obligations, actions, causes of action, claims of subrogation, damages, costs and



expenses, unpaid health care expenses incurred by Bariyiga, PR and Bariyiga, reimbursement for loss of wages and other employment benefits including workers' compensation, damages of any kind or nature, whether presently existing or hereafter acquired, as well as expenses, costs and attorney fees incurred by the Released Parties and/or insurance company in defending against said claims or demands, in any way arising out of the Incident.

**8. CONFIDENTIALITY**

Bariyiga, PR and Bariyiga and Released Parties, as well as their representatives, legal counsel and agents, acknowledge and agree that the terms of this release may be disclosed and made public to the extent required by law.

**9. REPRESENTATIONS AND WARRANTIES**

Bariyiga, PR and Bariyiga acknowledge, agree, represent and warrant as follows:

- a. They have the full right, power, authority and capacity to give this release, and no consent, approval, filing or other action is required as a condition to or in connection with the execution, delivery and performance of this release, other than approval by the County Court, which has been obtained. Bariyiga, PR and Bariyiga have no knowledge of any other individual or entity that has not been referred to in this release that has any interest in the claims referred to in this release.
- b. That in executing this release and compromising all claims, they are doing so voluntarily and of the parties' free will without coercion or duress, and this release constitutes a legal, valid and binding release, enforceable against each of them in accordance with its terms.
- c. They have neither received nor relied upon any statements, representations or promises made by any individual or entity, or any representatives of any such individual or entity, other than those representations and promises that are expressly set forth in this release.
- d. They have had an opportunity to review this release with legal counsel regarding the meaning of this release, the obligations imposed by it, and the legal implications and effect of this release as well as the advisability of providing this release.

**10. NO PRESUMPTION**

Each party acknowledges and agrees that he or she has had the opportunity through legal counsel to participate, and has participated, in the negotiation of the terms of this release and drafting the language incorporating such terms into this release. In the event that any ambiguity or question or intent, construction or interpretation of this release arises, this release shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of his or her role or participation in negotiating the terms of this release or drafting any of the provisions of this release.

**12. ENTIRE RELEASE; AMENDMENTS**

This release contains the entire release and understanding between the parties pertaining to the subject matter herein and supersedes any and all prior and/or contemporaneous oral or written releases and understandings, if any, of the parties in connection therewith.

**13. BINDING NATURE**

This release shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.

**14. GOVERNING LAW; SEVERABILITY**

This release is made and entered into in the State of Nebraska and shall be governed by the laws of the State of Nebraska without regard to choice of law or conflicts of law principles. If any term of this release is held invalid or unenforceable to any extent, then the remaining terms of this release shall not be affected thereby, but each term of this release shall be valid and enforced to the fullest extent permitted by law.


**15. COUNTERPARTS**

This release may be executed in multiple counterparts and each such fully-executed counterpart shall constitute an original, all of which together shall constitute one and the same written release, and be binding and effective as to all of the parties. The exchange of signature pages by facsimile transmission or via electronic mail as pdf attachments shall constitute effective execution and delivery of this release by the parties.

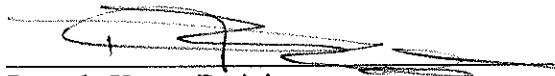
**16. OTHER ACTIONS**

The parties agree to execute and deliver instruments and take such other actions as may be reasonably requested by the parties in order to effectuate and implement the terms set forth in this release.

June 7 - 2014  
Date

  
Dumale Kuene Bariyiga,  
In Her Capacity as Personal Representative

June 7 - 2014  
Date

  
Dumale Kuene Bariyiga,  
By Her Individually

1366010