
City of Grand Island



Tuesday, July 26, 2016
Council Session Packet

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

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

Call to Order

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

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

Invocation - Father Martin Egging, Blessed Sacrament Catholic Church, 518 West State Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, July 26, 2016

Council Session

Item E-1

**Public Hearing on Acquisition of Public Utility Easements at
3100A South Locust Street (Wayne Vanosdall Sanitation Service,
Inc.)**

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

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: July 26, 2016

Subject: Public Hearing Concerning Acquisition of Public Utility Easements at 3100A South Locust Street (Wayne Vanosdall Sanitation Service, Inc.)

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 the redevelopment of the former Vanosdall Softball Fields into an apartment complex utility and drainage easements are needed. The proposed easements are shown on the attached sketches.

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

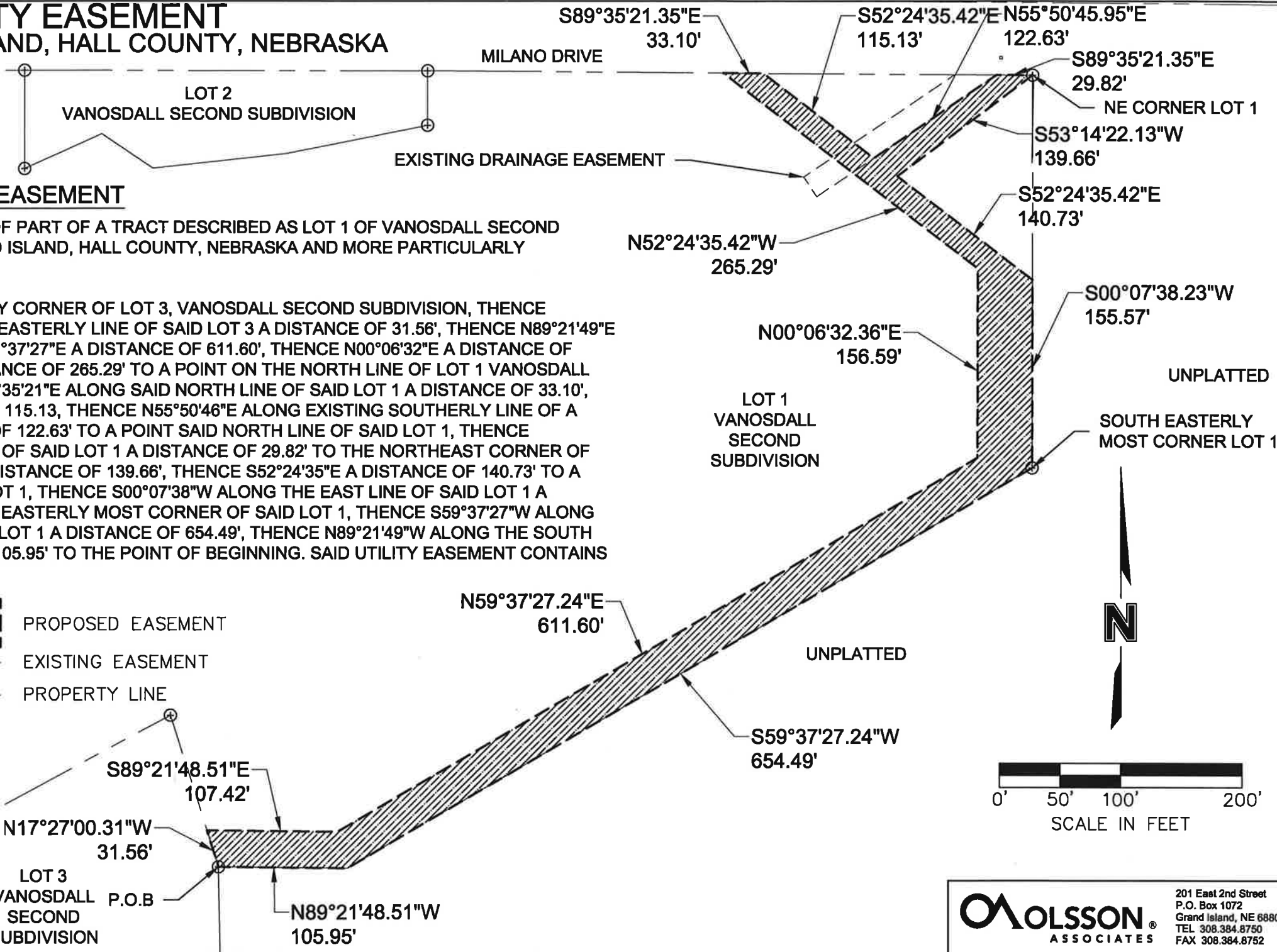
Recommendation

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 and drainage easements.

UTILITY EASEMENT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



DESCRIPTION OF UTILITY EASEMENT

A UTILITY EASEMENT CONSISTING OF PART OF A TRACT DESCRIBED AS LOT 1 OF VANOSDALL SECOND SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

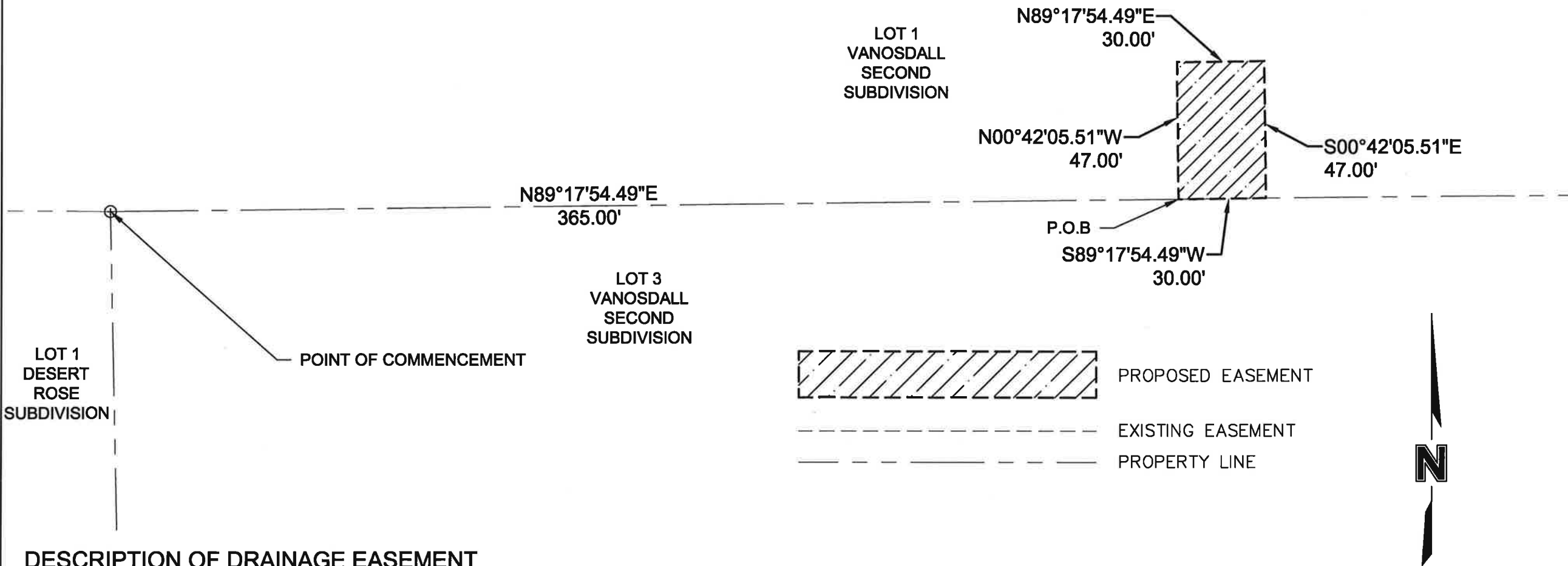
BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 3, VANOSDALL SECOND SUBDIVISION, THENCE N17°27'00"W ALONG AND UPON THE EASTERLY LINE OF SAID LOT 3 A DISTANCE OF 31.56', THENCE N89°21'49"E A DISTANCE OF 107.42', THENCE N59°37'27"E A DISTANCE OF 611.60', THENCE N00°06'32"E A DISTANCE OF 156.59', THENCE N52°24'35"W A DISTANCE OF 265.29' TO A POINT ON THE NORTH LINE OF LOT 1 VANOSDALL SECOND SUBDIVISION, THENCE S89°35'21"E ALONG SAID NORTH LINE OF SAID LOT 1 A DISTANCE OF 33.10', THENCE S52°24'35"E A DISTANCE OF 115.13, THENCE N55°50'46"E ALONG EXISTING SOUTHERLY LINE OF A DRAINAGE EASEMENT A DISTANCE OF 122.63' TO A POINT SAID NORTH LINE OF SAID LOT 1, THENCE S89°35'21"E ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 29.82' TO THE NORTHEAST CORNER OF SAID LOT 1, THENCE S53°14'22"W A DISTANCE OF 139.66', THENCE S52°24'35"E A DISTANCE OF 140.73' TO A POINT ON THE EAST LINE OF SAID LOT 1, THENCE S00°07'38"W ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 155.57' TO THE SOUTH EASTERLY MOST CORNER OF SAID LOT 1, THENCE S59°37'27"W ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1 A DISTANCE OF 654.49', THENCE N89°21'49"W ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 105.95' TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS 0.86 ACRES OR 37361.29 SQ FT.



PROPOSED EASEMENT
EXISTING EASEMENT
PROPERTY LINE

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

DRAINAGE EASEMENT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



DESCRIPTION OF DRAINAGE EASEMENT

AN DRAINAGE EASEMENT CONSISTING OF PART OF A TRACT DESCRIBED AS LOT 1 OF VANOSDALL SECOND SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 3, VANOSDALL SECOND SUBDIVISION, THENCE N89°17'54"E ALONG THE SOUTH LINE OF LOT 1, VANOSDALL SECOND SUBDIVISION A DISTANCE OF 365.00' TO THE POINT OF BEGINNING, THENCE N00°42'06"W A DISTANCE OF 47.00', THENCE N89°17'54"E PARALLEL TO THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 30.00', THENCE S00°42'06"E A DISTANCE OF 47.00' TO A POINT ON THE SOUTH LINE OF SAID LOT 1, THENCE S89°17'54"W ALONG SAID SOUTH LINE OF LOT 1 A DISTANCE OF 30.00' TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS 0.02 ACRES OR 940.00 SQ FT.

MOLSSON
ASSOCIATES

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P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752



City of Grand Island

Tuesday, July 26, 2016

Council Session

Item E-2

Public Hearing on Request to Rezone Property located at 415 South Cherry Street from RD – Residential Development to Amended RD – Residential Development (Hoppe Homes, Inc.)

Council action will take place under Ordinances item F-4.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: July 26, 2016

Subject: Rezone from RD to Amended Rd Zone

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

Background

An application has been made to rezone property described as East Park on Stuhr from RD – Residential Development Zone to Amended Residential Development Zone.

Discussion

At the regular meeting of the Regional Planning Commission, held July 6, 2016 the above item was considered following a public hearing.

O'Neill opened the Public Hearing.

Nabity said an application has been made to a portion of the SE ¼ of Section 15, Township 11 North, Range 9, West of the 6th P.M. in the City of Grand Island, Hall County, Nebraska from RD Residential Developmental Zone to Amended RD Residential Development Zone. This property is located north of Bismark Road between Cherry Park Apartments and Stuhr Road and consists of 5.248 acres.

The original development plan for this property was approved on April 10, 1995. The first two phases of the development were completed with minor changes to the development plan by 1998. This project was originally planned for 62 units in Phase 1, 72 units in Phase two and 74 units in Phase three. Phases one and two were built with 60 units each. Phase three of the development has not moved forward until now and includes 88 units. Given the amount of time that has passed since the initial approval and changes to the market place and financing options available for these projects a revised development plan has been proposed for phase three.

O'Neill closed the Public Hearing.

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

The motion carried with 8 members present and 8 voting in favor (O'Neill, Hoggatt, Maurer, Huismann, Sears, Kjar, Rainforth, and Apfel) 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:

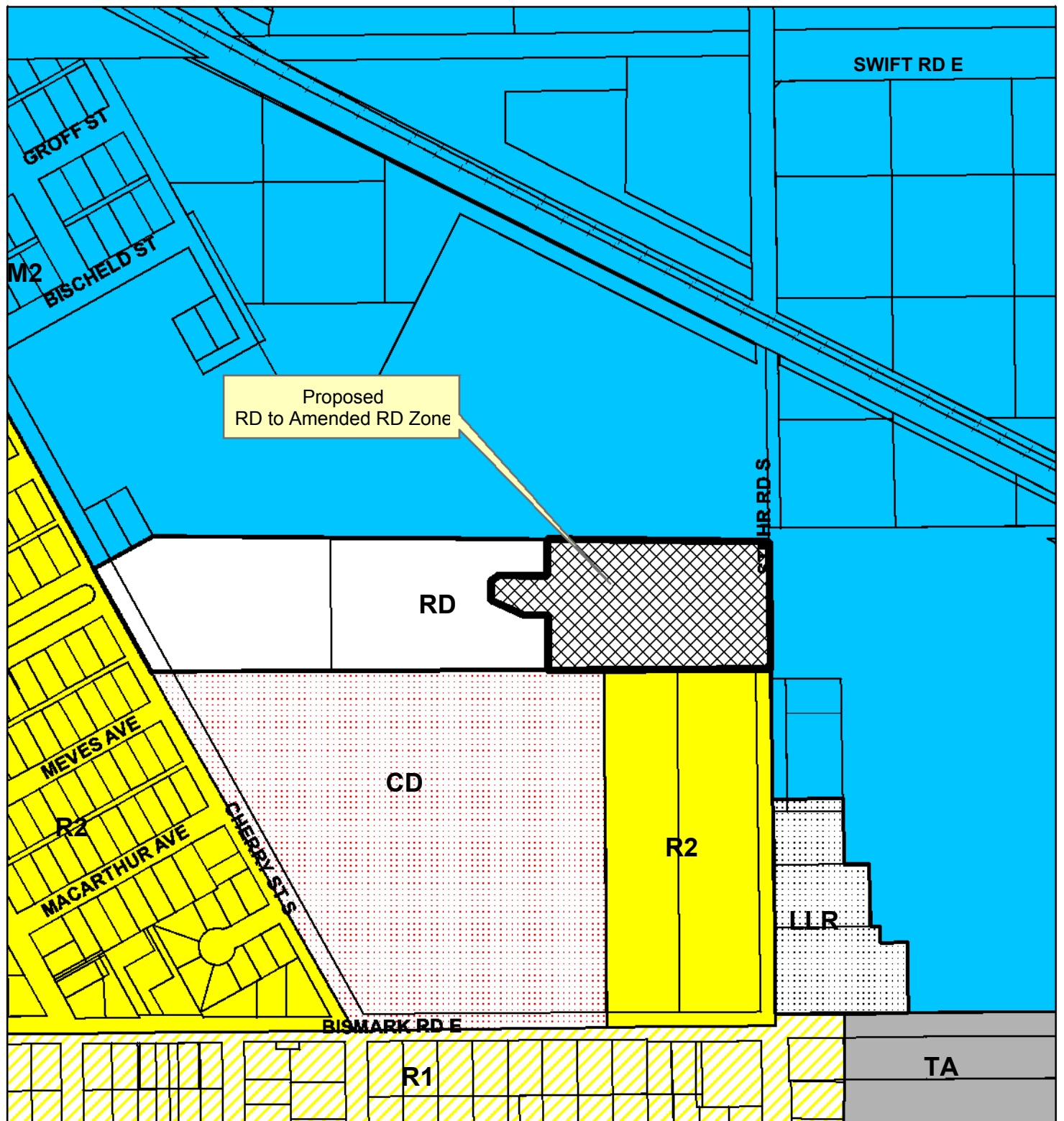
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

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-24-2016GI



RD : Residential Development Zone



to Amended RD : Residential Development Zone



Area that is requested for rezoning

(SEE MAP)

Agenda Item 7

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

June 21, 2016

SUBJECT: *Zoning Change* (C-24-2016GI)

PROPOSAL: An application has been made to a portion of the SE ¼ of Section 15, Township 11 North, Range 9, West of the 6th P.M. in the City of Grand Island, Hall County, Nebraska from RD Residential Developmental Zone to Amended RD Residential Development Zone. This property is located north of Bismark Road between Cherry Park Apartments and Stuhr Road and consists of 5.248 acres.

The original development plan for this property was approved on April 10, 1995. The first two phases of the development were completed with minor changes to the development plan by 1998. This project was originally planned for 62 units in Phase 1, 72 units in Phase two and 74 units in Phase three. Phases one and two were built with 60 units each. Phase three of the development has not moved forward until now and includes 88 units. Given the amount of time that has passed since the initial approval and changes to the market place and financing options available for these projects a revised development plan has been proposed for phase three.

OVERVIEW:

Site Analysis

Current zoning designation: **RD-** Residential Development

Permitted and conditional uses: **RD:** The approved RD Zone development plan allowed for 206 units across the property in 3 phases. The first two phases have been constructed and contain 120 units total.

Comprehensive Plan Designation: Planned for commercial use, apartments would be consistent with the commercial zoning districts

Existing land uses. Vacant Undeveloped Property

Adjacent Properties Analysis

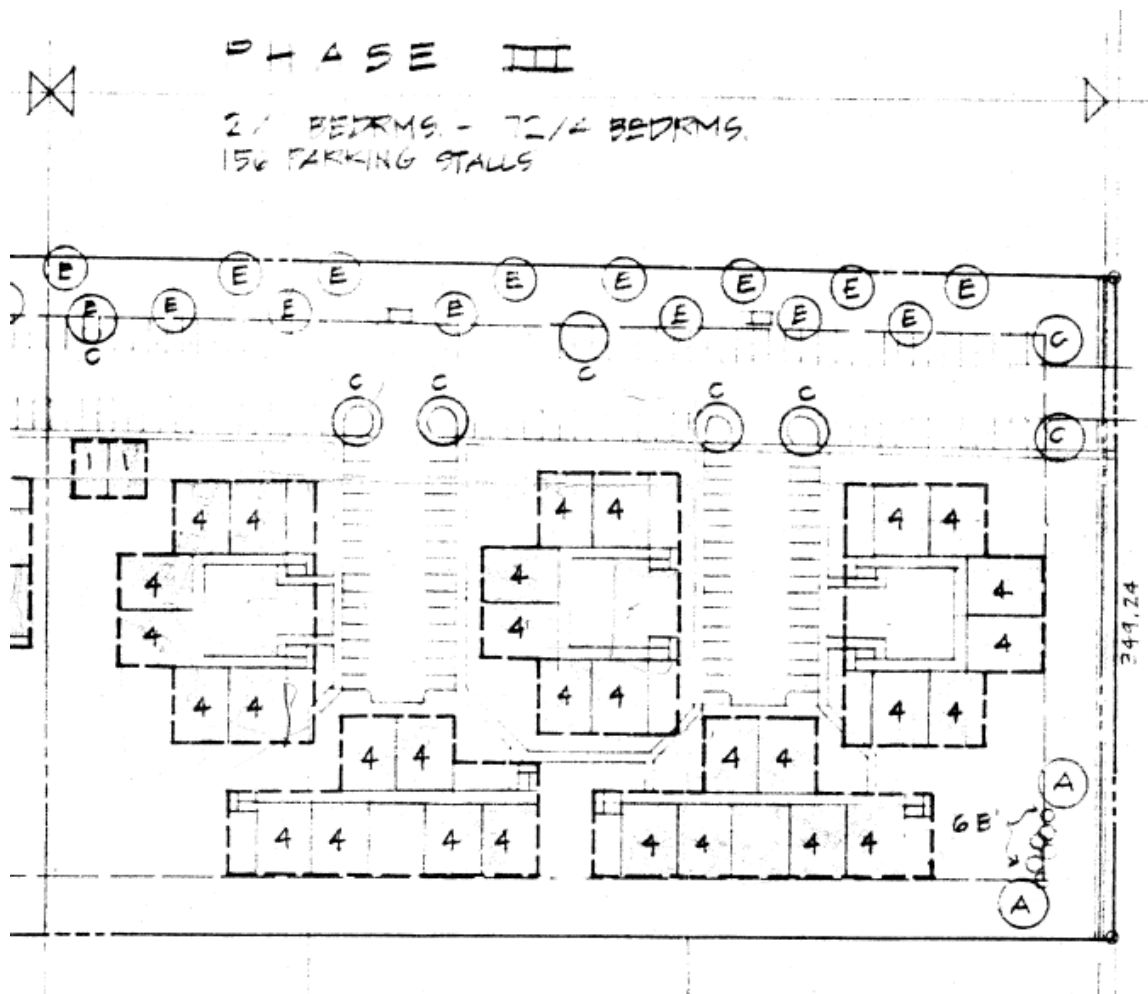
Current zoning designations: **West:** RD- Residential Development Zone
East and North: M2 Heavy Manufacturing Zone
South: R2-Low Density Residential Zone and CD-Commercial Development Zone

Permitted and conditional uses: **R2-** Agricultural uses, recreational uses and residential uses at a density of 7 dwelling units per acre,
CD – Commercial, office and retail uses as permitted and built according to the approved development plan,
M2 - A variety of warehousing, manufacturing, office and general retail uses excluding residential.
RD - Phases one and two of this apartment complex as built.

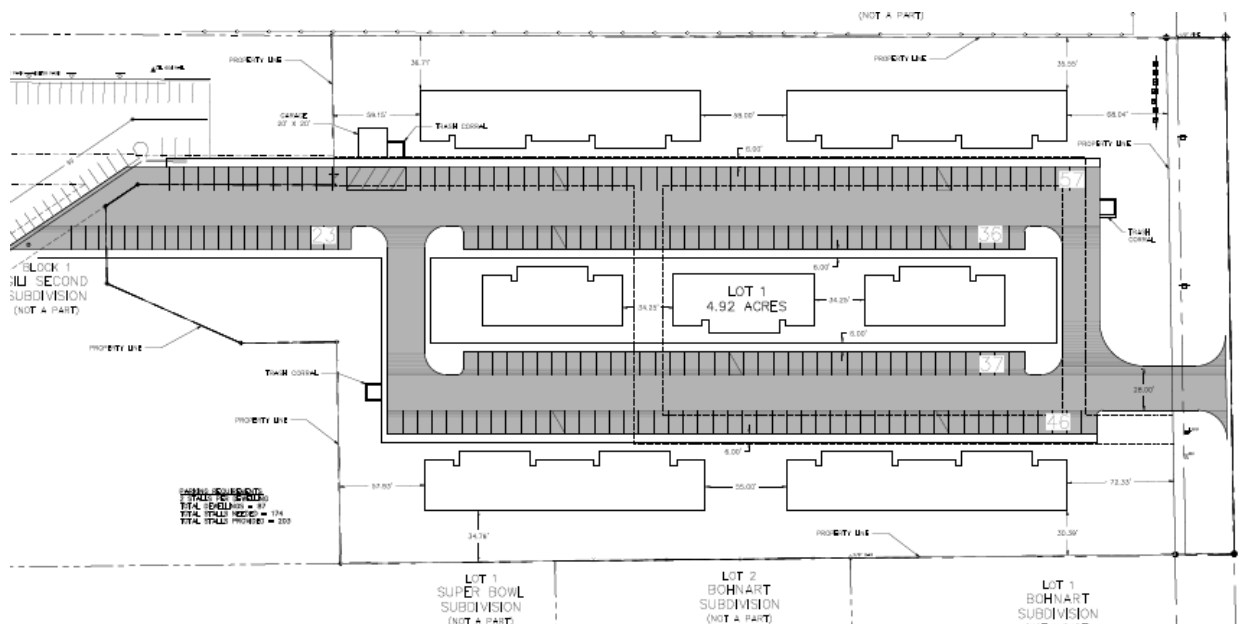
Comprehensive Plan Designation:

East: Commercial
South: Commercial and Low to Medium Density Residential, Recreation
North: Public
West: Low to Medium Density Residential
North: Power Plant
East: Farm Ground
West: Cherry Park Apartments
South: Single Family Homes, Super Bowl

Existing land uses:



Development Plan for Phase 3 as approved June 1995



Development Plan As Proposed June 2016

EVALUATION:

Positive Implications:

- *In general conformance with the City's Comprehensive Land Use Plan:* This particular site is designated for commercial uses within the plan. Multifamily residential is allowed in the commercial districts in Grand Island.
- *Uses would be consistent with the level of service intended for Stuhr Road:* Stuhr Road is an arterial street. Apartments using Stuhr as a primary street would be appropriate.
- *Monetary Benefit to Applicant:* As always this change has the potential to benefit the applicant monetarily.
- *Previously Approved:* A plan for apartments has been on the books since 1995. This proposed plan is consistent with the plan approved in 1995 but does allow for some changes in the placement of the buildings and driveway.
- *Provide access between Cherry Avenue and Stuhr Road:* The proposed development provides access between Stuhr Road and Cherry Street, providing easy access to and from the existing apartments and eastern Grand Island. The proposed location of the driveway and internal design around the new apartment buildings should minimize cut through traffic and lower overall speeds through the apartment complex.
- *New Market Rate Rental Housing:* 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. This is the third phase of the development and has been adjusted by the developer to fit what they see as the current market need.
- *Additional Housing in southeast Grand Island:* This development will add new dwelling units in southeast Grand Island. Most new units in the last 10 years have been developed west of U.S. Highway 281. This will help balance development in the community.

Negative Implications:

- *None foreseen*

Other

The developer is proposing to build seven apartment buildings with total of 88 dwelling units on this site. This revised plan includes four buildings with 16 units

each and three buildings with 8 units. At the proposed density, this development would be 16.8 units per acre for the overall development. This is significantly less development than could be allowed in the either a B2 General Commercial or R4 High Density zoning district. This development provides for public utilities within the development. Road access from Stuhr Road into the development provides a connection between Cherry Street and Stuhr Road.

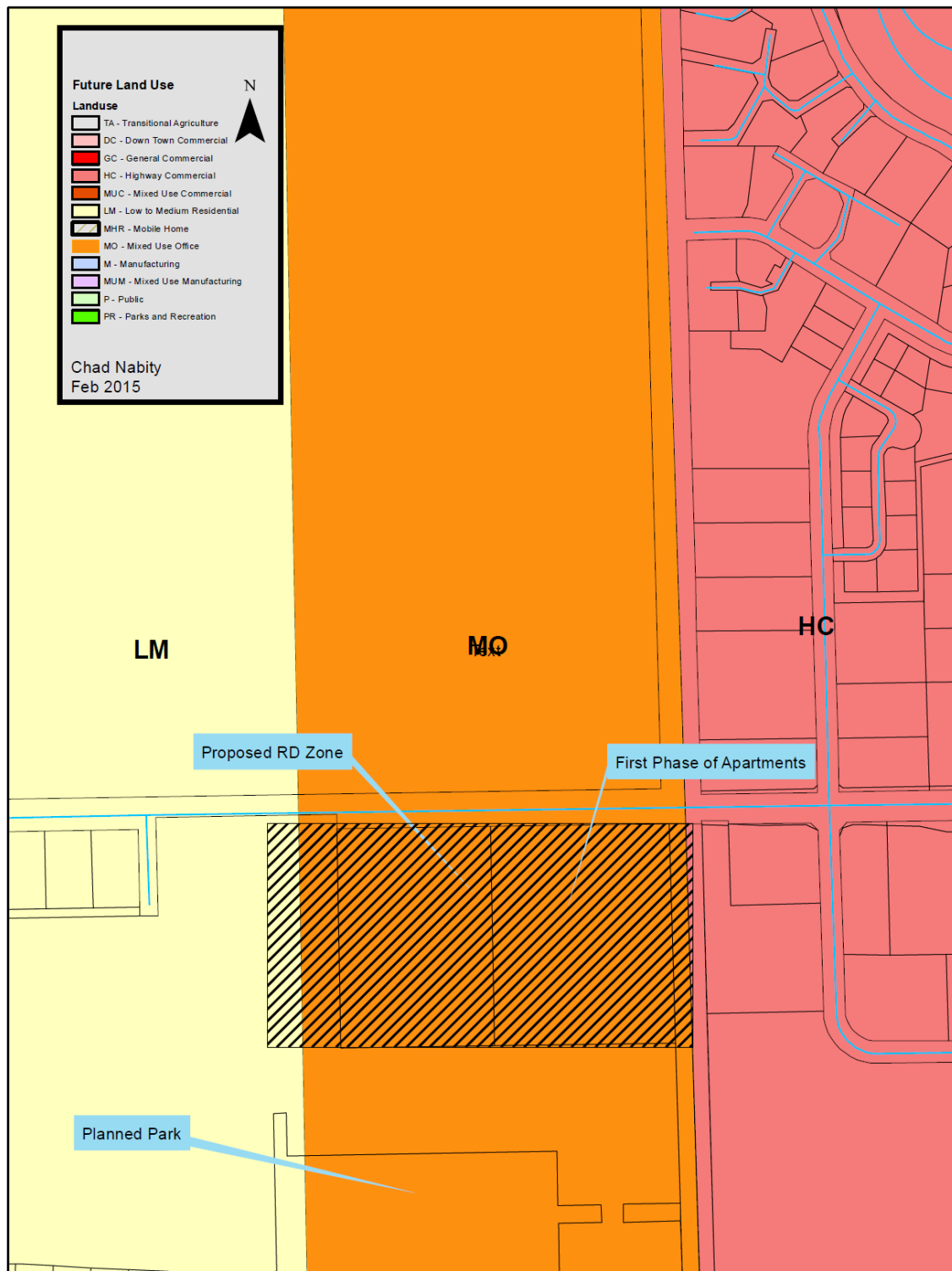


Figure 1 Future Land Use Map from the Grand Island Comprehensive Plan

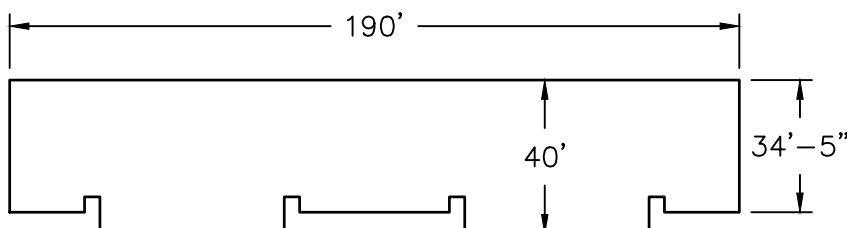
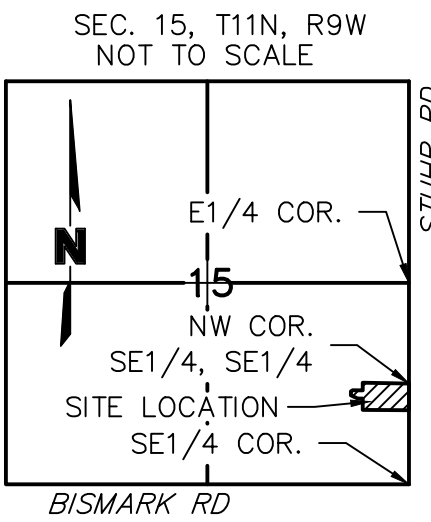
RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on this site from RD- Residential Development Zone to an Amended RD-Residential Development Zone.

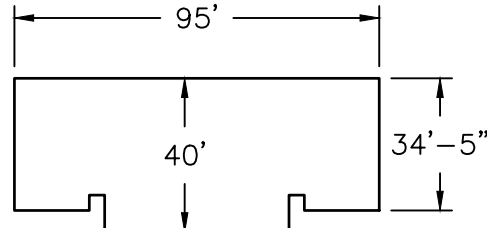
_____ Chad Nabity AICP, Planning Director

EAST PARK ON STUHR SUBDIVISION DEVELOPMENT PLAN JULY 2016

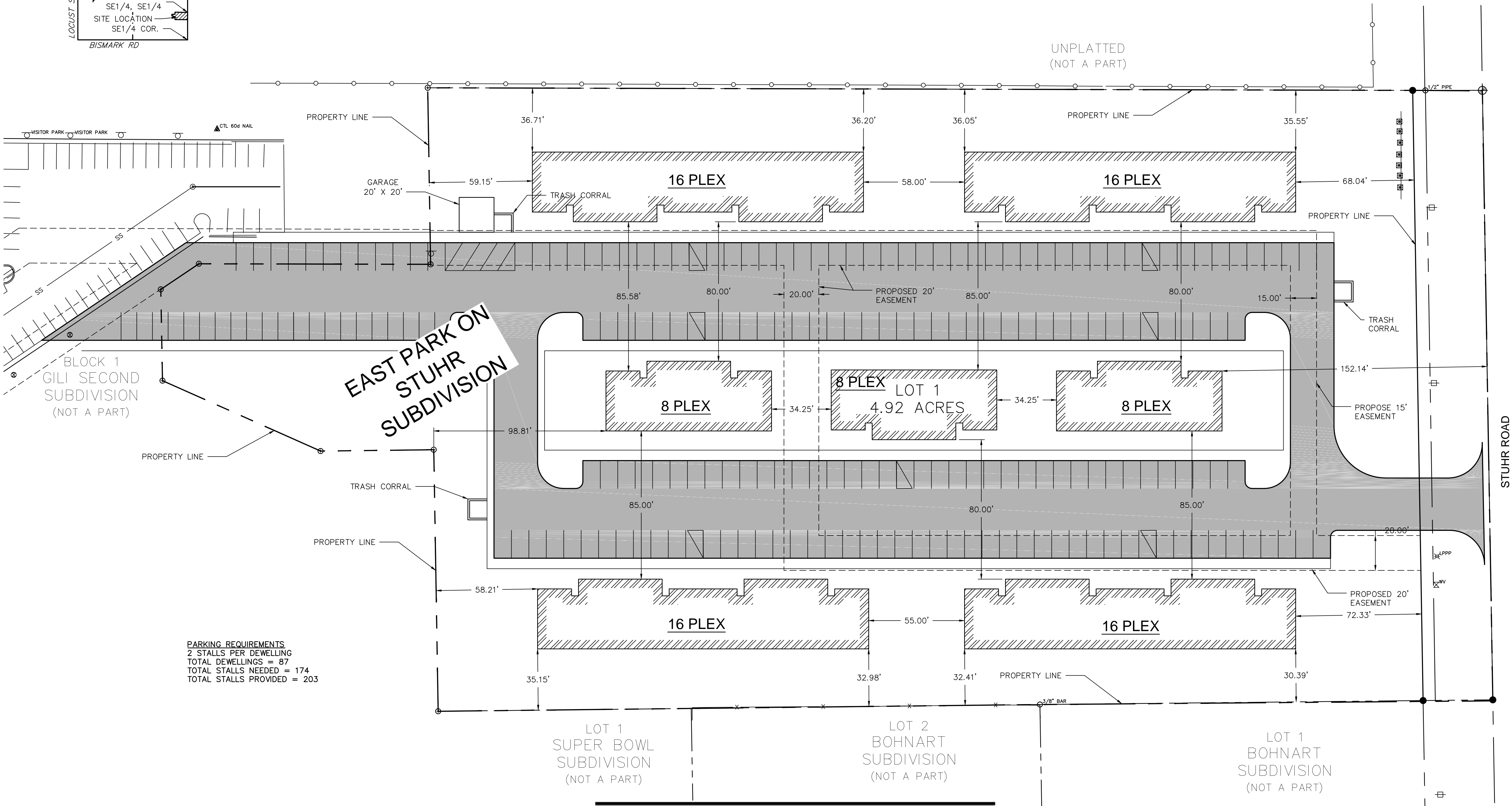
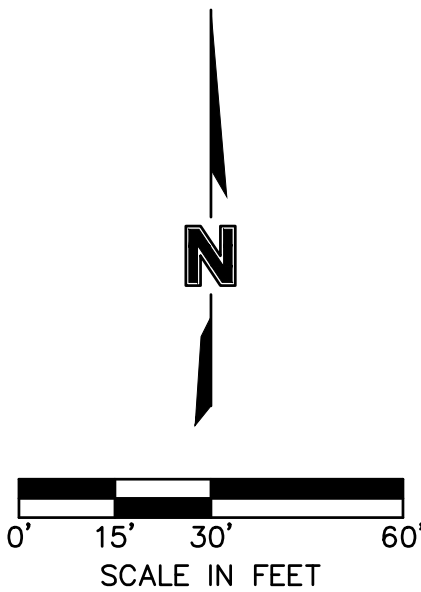
LOCATION MAP



16 PLEX



8 PLEX



PARKING REQUIREMENTS
2 STALLS PER DEWELLING
TOTAL DEWELLINGS = 87
TOTAL STALLS NEEDED = 174
TOTAL STALLS PROVIDED = 203

OLSSON
ASSOCIATES

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Grand Island, NE 68802-1072
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FAX 308.384.8752
www.olsonassociates.com

REV. NO.	DATE	REVISIONS DESCRIPTION

DEVELOPMENT PLAN	2016	REVISIONS
EAST PARK ON STUHR SUBDIVISION FINAL PLAT		
GRAND ISLAND, NE		

drawn by: _____
checked by: _____
approved by: _____
QA/QC by: _____
project no.: _____
drawing no.: _____
date: _____

SHEET
1 of 1

EAST PARK ON STUHR	8-PLEX
MULTI-FAMILY	
GRAND ISLAND, NE	
ELEVATIONS	

JOB No. > 16-019

Architectural elevation drawing of a two-story house. The drawing includes a list of materials and dimensions on the right side:

- ASPHALT SHINGLES OVER #30 FELT
- WD WRAPPED MTL FASCIA
- ALUM GUTTERS & DOWNSPOUTS 117'-9"
- TRUSS BEARING
- VINYL RAILING SYSTEM
- COMPOSITE DECKING 100'-4 5/8"
- T.O. SHEATHING SECOND FLOOR
- 108'-1 1/8"
- TRUSS BEARING
- 6" HORIZ. SIDING
- 4" TRIM
- 100'-0"
- T.O. TOPPING MAIN RES. FLOOR
- 6x6 DECK POST
- POST FTG.
- ROWLOCK
- BRICK VENEER

ASPHALT SHINGLES
OVER #30 FELT

WD WRAPPED MTL FASCIA

ALUM GUTTERS &
DOWNSPOUTS

117'-9"

TRUSS BEARING

109'-8 5/8"

T.O. SHEATHING
SECOND FLOOR

108'-1 1/8"

TRUSS BEARING

6" HORIZ. SIDING

4" TRIM

100'-0"

T.O. TOPPING
MAIN RES. FLOOR

ROWLOCK
BRICK VENEER

117'-9"

TRUSS BEARING

109'-8 5/8"

T.O. SHEATHING
SECOND FLOOR

108'-1 1/8"

TRUSS BEARING

100'-0"

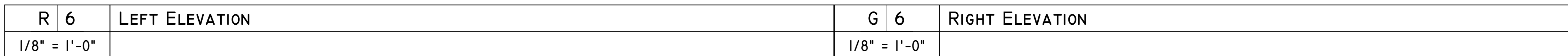
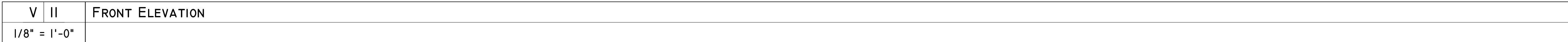
T.O. TOPPING
MAIN RES. FLOOR

L	I	REAR ELEVATION
1/8" = 1'-0"		

EAST PARK ON STUHR 16-PLEX
MULTI-FAMILY
GRAND ISLAND, NE
ELEVATIONS

JOB No. > 16-019

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V	U	T	S	R	P	N	M	L	K	J	H	G	F	E	D	C	B	A
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City of Grand Island

Tuesday, July 26, 2016

Council Session

Item E-3

**Public Hearing on Amendment to the Redevelopment Plan Area 1
located at 415 South Cherry Street (Hoppe Homes, Inc.)**

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: July 26, 2016

Subject: Site Specific Redevelopment Plan for CRA Area 1

Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2000, the Grand Island City Council declared property referred to as CRA Area 1 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 site acquisition, improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

Hoppe Homes has submitted an application for Tax Increment Financing to aid in the redevelopment of property to prepare for the construction four 16-unit and three 8-unit apartment buildings between the existing Cherry Park Apartments and Stuhr Road. Staff has prepared a redevelopment plan for this property consistent with the TIF application.

The CRA reviewed the proposed development plan on June 8, 2016 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on July 6, 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 July 6, 2016. The Planning Commission approved Resolution 2016-05 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 2 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for site preparation, planning activities, public amenities, private roads, necessary utility extensions and improvements, and fees associated with the redevelopment project. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as a eligible TIF project and that it will not negatively impact existing services within the community or shift undo additional costs onto the current residents of Grand Island and the impacted school districts. There are a minimum of \$1,726,660 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 \$1,495,000.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution as submitted.

Redevelopment Plan Amendment Grand Island CRA Area 1 June 2016

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to adopt a Redevelopment Plan Amendment for Area 1 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific project in Area 1.

Executive Summary:

Project Description

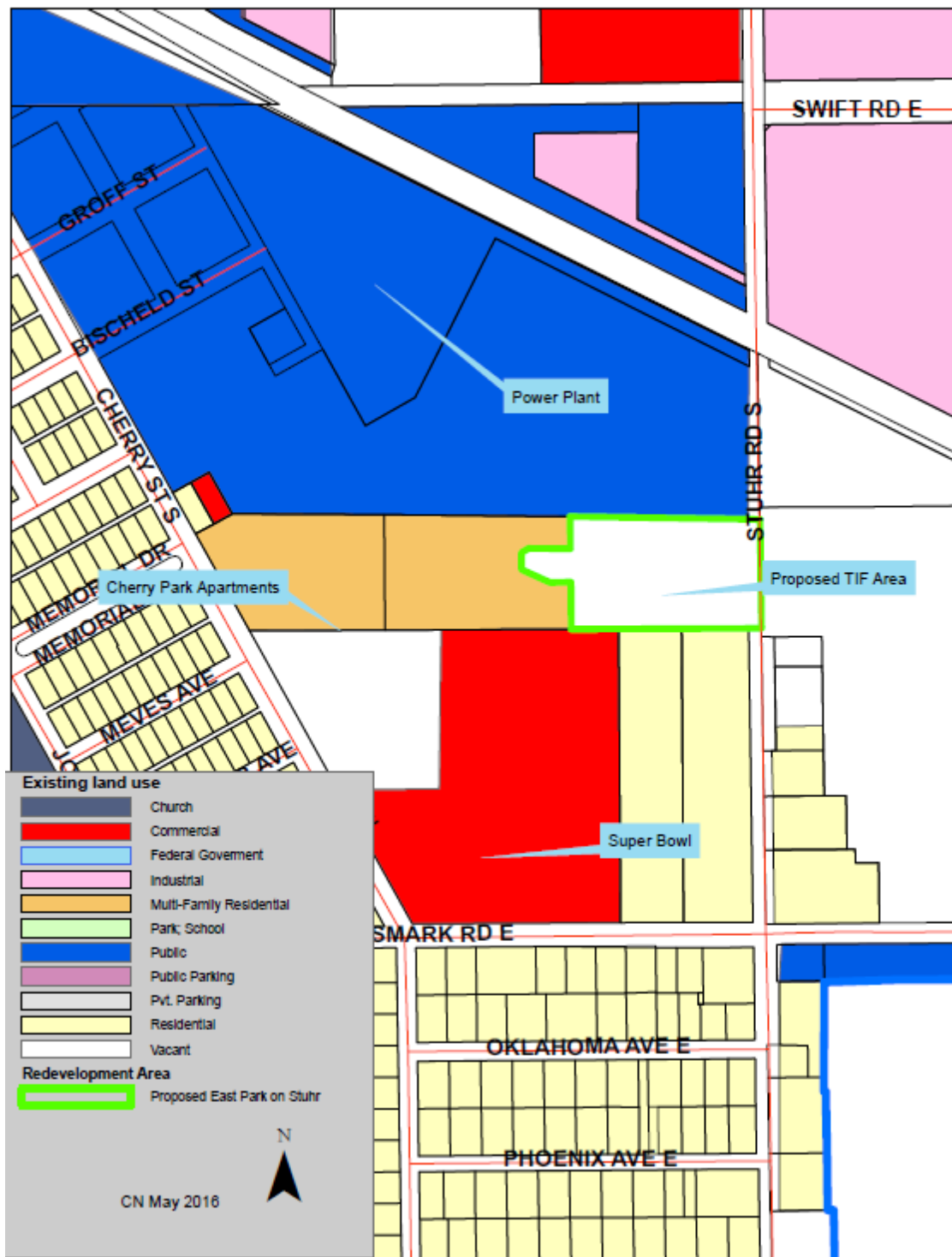
THE REDEVELOPMENT OF PROPERTY LOCATED NORTH OF BISMARCK ROAD BETWEEN CHERRY STREET AND STUHR ROAD (IMMEDIATELY EAST OF THE EXISTING CHERRY PARK APARTMENTS) FOR USE THE CONSTRUCTION AND DEVELOPEMNT OF UP TO 88 APARTMENTS IN 7 BUILDINGS INCLUDING NECESSARY INFRASTRUCTURE AND GRADING IMPROVEMENTS.

The use of Tax Increment Financing to aid in redevelopment expenses associated with necessary and required infrastructure (sewer, water, storm drainage, paving, landscaping, etc.), grading improvements and site preparation, and planning and legal costs to redevelop the proposed East Park on Stuhr 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 88 apartments in southeast Grand Island. Phases 1 and 2 of this project were completed using TIF; the first two phases are more than 15 years old and fully on the tax rolls.

Hoppe Homes has owned the property for more than 20 years and has had plans to build apartments at this location since that original purchase. This project was originally planned with the expectation that Tax Increment Financing (TIF) would be available to offset the cost of necessary grading and infrastructure improvements to develop the property. The property is currently vacant. 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 development if TIF is available to assist with project financing. 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:



Existing Land Use and Subject Property

This plan amendment provides for the issuance TIF Notes, the proceeds of which will be granted to the Redeveloper. 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 were permitted and anticipated with the rezoning of this property to RD-Residential Development Zone in the mid 1990's. The developers have submitted a request for approval of a revised development plan for the existing 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 as 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 related to the Redevelopment Project Area, or the resolution providing for the issuance of the TIF Note, consistent with this Redevelopment Plan Amendment. 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 December 19, 2000.[§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 extend utilities and infrastructure and appropriately grade the property 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:

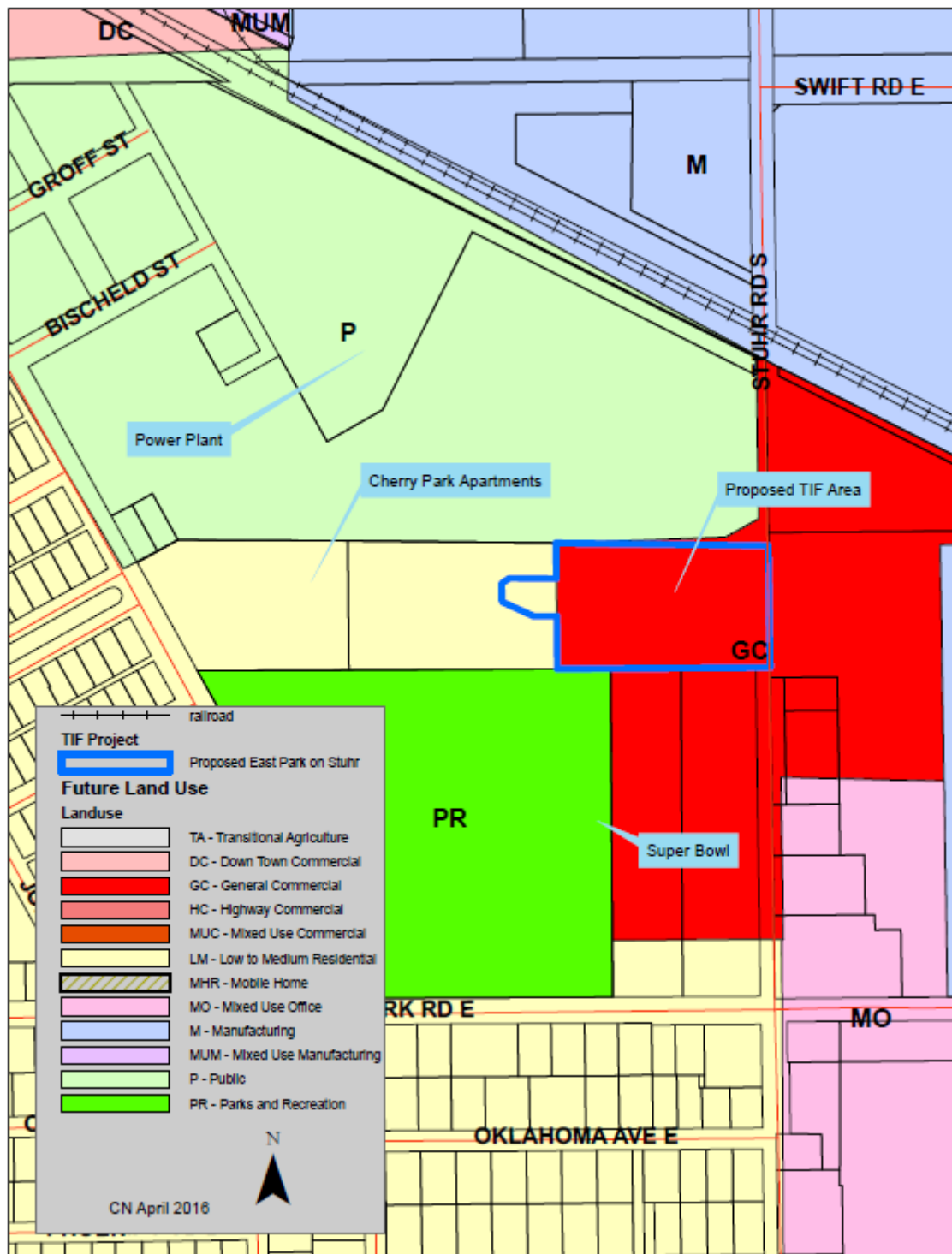
This property is currently owned by the proposed developer. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

There are no structures on this property that need to be demolished or removed.

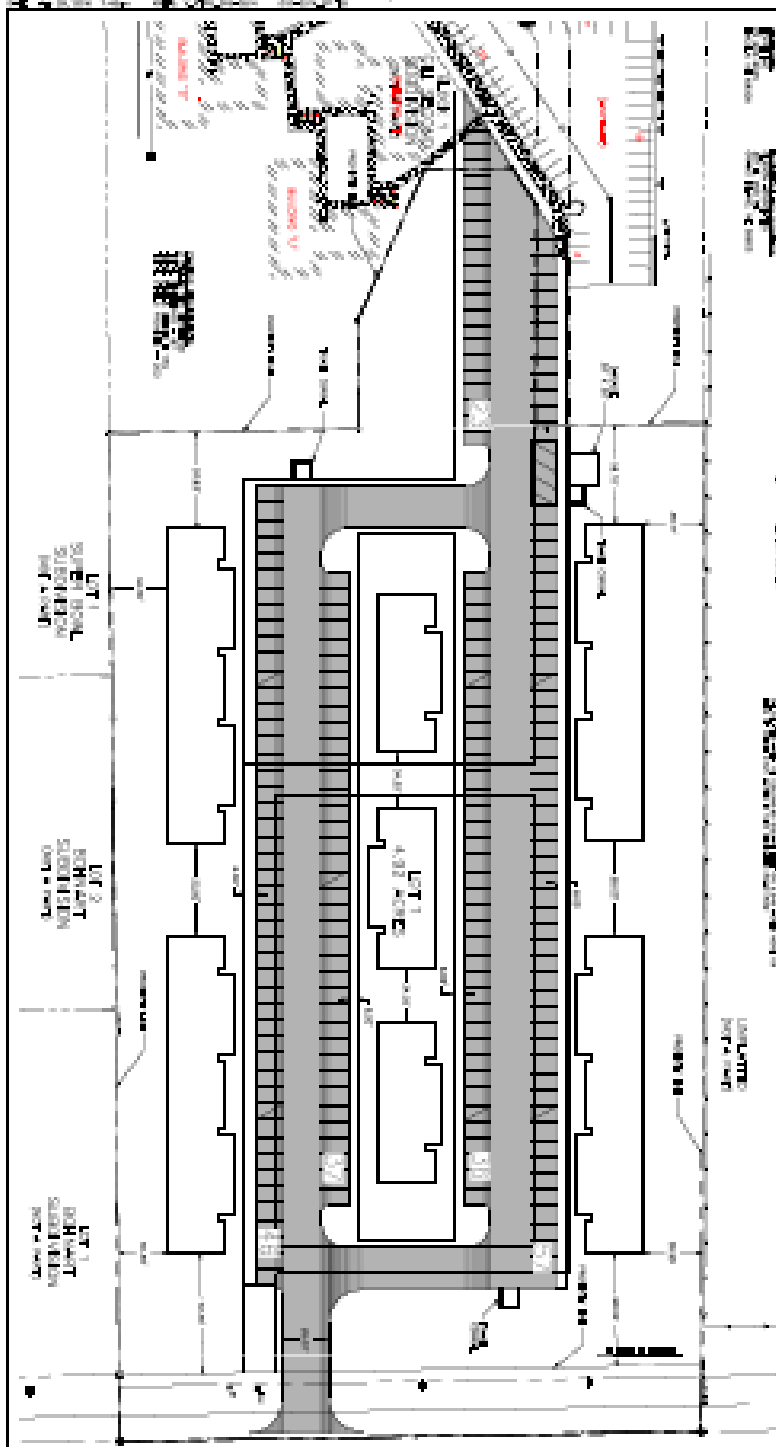
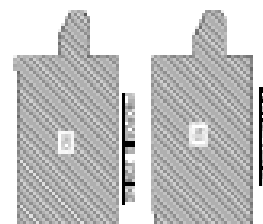
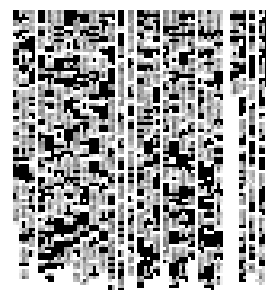
c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. The area immediately to the north this property is planned for public uses and is owned by the Grand Island Utilities Department. The property to the south is planned and zoned for residential development, commercial development, and recreational development. The Super Bowl fun center is located there along with a couple of single family homes on large lots. The property to the west is the first two phases of this residential development and was developed in the mid to late 1990's. This property is vacant and planned for commercial development that 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

GILL THIRD SUBDIVISION
PRELIMINARY PLAT
LOT LAYOUT
APRIL, 2016

[illegible]

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

The area is zoned RD-Residential Development Zone. Apartment development at up to 42 dwelling units per acre is permitted within this zoning district. The developers are seeking to change the configuration of the development from what was proposed almost 20 years ago. An application to amend the development plan for this property has been filed. The RD Residential Development zone is a planned development that is commonly used for apartment complexes within the Grand Island Zoning jurisdiction. Internal streets and drives will be constructed to support the development of this property, they will provide a connection between the first phases of this development and Stuhr Road. 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. Estimated building coverage of the 4.92acre site is 42,500square feet well within the 30% coverage allowed in an RD zoning district. [§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. There is currently a dead end main at the east side of the Cherry Park apartments. This proposal would extend that main to Stuhr Road and complete a looped system. Sanitary sewer is proposed to be extended from the existing development. A lift station will be needed to support this development.

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] Tom Gdowski, Chair of the CRA, is also President\CEO of Equitable Bank in Grand Island. Equitable Bank has

provided a letter indicating that they are willing to provide financing for this project subject to the availability of Tax Increment Financing. Mr. Gdowski will abstain from any action on this project. No other members of the authority or staff of the CRA has 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.

Grading, storm water management, utility connections and extensions, publicly required landscaping and similar site improvements are estimated at \$855,860. Planning related expenses for Architecture, Engineering, Planning services of \$142,600 and are included as a TIF eligible expense. Utility upgrades for onsite geothermal systems \$519,200 are included as a TIF eligible utility expense. Public amenities for residents and neighbors including a park, dog runs, basketball court and soccer field \$106,000. Legal, Developer and Audit Fees including a reimbursement to the City and the CRA of \$15,000 are included as TIF eligible expense. The total of eligible expenses for this project is \$1,638,660. Acquisition cost of \$88,000 could also be, but is not, for purposes of this plan amendment, considered an eligible expense bringing the total of eligible expenses to \$1,726,660.

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 except the financing provided by the issuance of the TIF Indebtedness. The Authority will assist the project by granting the sum of \$1,495,000 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. The property is vacant.

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 September 2016 and December of 2017. The developers anticipate building all seven buildings (88 units) in a within 15 months of approval. 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. The original 3rd phase of Cherry Park was approved with the initial development in 1995. The 2014 housing market study for the City of Grand Island shows a need of an additional 1700 housing units between 2014 and 2019. These 88 units at this location would help meet that goal and spread the housing developed around the city.

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 \$1,495,000 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$7,897,340 in private sector financing; a private investment of \$5.28 for every TIF and grant dollar investment.¹ See the Attached Source and Uses of Funds Chart

¹ This does not include any investment in personal property at this time.

Use of Funds.			
Description	TIF Funds	Private Funds	Total
Site Acquisition		\$88,000	\$88,000
Site Preparation /Utilities/Streets/Drainage	\$712,200	\$143,660	\$855,860
On Site Utilities	\$519,200		\$519,200
Public Amenities	\$106,000		\$106,000
Legal, Finance and Audit	\$15,000	\$85,000	\$100,000
Building Costs		\$6,718,909	\$6,718,909
Arch/Eng (Planning)	\$142,600		\$142,600
Contingencies		\$380,000	\$380,000
TOTALS	\$1,495,000	\$7,415,569	\$8,910,569

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2016, valuation of approximately \$12,540. Based on the 2015 levy this would result in a real property tax of approximately \$265. It is anticipated that the assessed value will increase by \$7,500,000 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$165,454 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:	\$ 12,540
Estimated value after completion	\$ 7,512,540
Increment value	\$ 7,500,000
Annual TIF generated (estimated)	\$ 165,454
TIF bond issue (Not to exceed)	\$ 1,495,000

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

The redevelopment project area currently has an estimated valuation of \$12,540. The proposed redevelopment will create additional valuation of \$7,500,000. 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 proposed waste water lift station would be installed as part of private system owned and maintained by

the apartment complex. 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. At this point, the Grand Island public school system has taken a neutral stance on development not advocating for or against housing projects proposing to use TIF. This property is in the Dodge Elementary School area. Fire and police protection are available and should not be negatively impacted by this development. The connection between Stuhr Road and Cherry Street may positively impact response by police and fire.

(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 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 will complete a project that began more than 20 years ago. The connection will be made between Cherry Street and Stuhr Road. This project will provide needed housing in the Grand Island market and spread the housing to parts of the community other than northwest Grand Island.

Time Frame for Development

Development of this project is anticipated to be completed during between July of 2016 and December of 2017. The base tax year should be calculated on the value of the property as of January 1, 2017. Excess valuation should be available for this project for 15 years beginning in 2018 with taxes due in 2019 actual dates will be set within the contract. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$1,495,000. The bonds for this project will be paid off in 10 years or less based on the projected amount of increment the anticipated value of the project and the current tax rate. Based on the estimates of the expenses of the rehabilitation the developer will spend up to \$1,726,660 on TIF eligible expenses as part of this development.



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name:

Hoppe Homes, LP on behalf of a single project LLC to be determined

Address:

PO Box 6036, Lincoln, NE 68506

Telephone No.: 402-328-8100 **Fax No.:**

402-328-8104

Contact:

Ward F. (Fred) Hoppe or Carly Davis

Brief Description of Applicant's

Business: Rental Residential Real Estate

Present Ownership Proposed Project Site: Hoppe, Inc.

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

88 units of moderate priced one and two bedroom apartments. Site plan attached.

Land use planning agreements submitted to the City of Grand Island. Approximately 74,360 sq. ft.

in 11 buildings. Site plan attached as Exhibit A and B.

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land \$ 88,000

B. Building \$

Construction Costs:

A. Renovation or Building Costs: \$ 6,718,909

B. On-Site Improvements: \$ 1,483,060

Soft Costs:

A. Architectural & Engineering Fees:	\$ 142,600

B. Financing Fees:	\$ 50,000

C. Legal/Developer/Audit Fees:	\$ 100,000

D. Contingency Reserves:	\$ 380,000

E. Other (Please Specify)	\$

TOTAL	\$ 9,050,569

Total Estimated Market Value at Completion: \$ 7,500,000

Source of Financing:

A. Developer Equity:	\$ 2,262,000

B. Commercial Bank Loan:	\$ 5,635,340

Tax Credits:	
1. N.I.F.A.	\$ 0

2. Historic Tax Credits	\$ 0

D. Industrial Revenue Bonds:	\$ 0

E. Tax Increment Assistance:

\$ 1,495,000

F. Other

\$

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

Olsson Associates, 201 E 2nd St, Grand Island, NE 68801, (308) 384-8750 (Engineer)

Studio 951, 800 P Street Suite 203, Lincoln, NE 68508, (402) 477-1666 (Architect)

Hoppe Homes, PO Box 6036, Lincoln, NE 68506, (402)328-8100/fax: (402) 328-8104 (General Contractor)

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

(Please Show Calculations)

$\$7,500,000 \times .02 = \$150,000$

Project Construction Schedule:

Construction Start Date:

8/2016

Construction Completion Date:

12/2017

If Phased Project:

_____ Year _____ %

Complete

_____ Year _____ %

Complete

XII. Please Attach Construction Pro Forma See Exhibit C-1 & C-2

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

TAX INCREMENT FINANCING REQUEST INFORMATION

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

\$1,495,000

See attached Exhibit E.

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

for Proposed Project: The cost of construction exceeds the advisable rents. Thus, there is
a gap without TIF assistance. Without TIF, rents would be 20% higher and we wouldn't be able to
use the energy saving geothermal HVAC systems.

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:

City of Lincoln, NE - David Landis - 402-441-7864

City of Lexington, NE - Joe Pepplitsch - 308-324-3241

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

See Exhibit F.

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

GIL THIRD SUBDIVISION
PRELIMINARY PLAT
LOT LAYOUT
APRIL 2016

LOCATION MAP
SHEET NO. 1124-289

SUBDIVISION AREA
5.25 ACRES

ZONING
EXISTING ZONE: RD
PROPOSED ZONE: RD

DEVELOPER
HOPE INC
PO BOX 5035
LINCOLN, NE 68506

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

LOCATION MAP

SFC IS. TTH. R/W

NOT TO SCALE

LOCUST ST

E 1/4 COR

NW COR

S 1/4 COR

SITE LOCATION

0 100 FEET

LEGEND

- PROPOSED EXISTANT LINE
EXISTING PROPERTY LINE
WATER MAIN
SANITARY SEWER
STORM SEWER
CULVERT
UNDERGROUND TELEPHONE
UNDERGROUND CABLE TV
OVERHEAD ELECTRIC
STORM SEWER MANHOLE
WATER VALVE
WATER TANK
POWER POLE
TELEPHONE PISN
UT WIRE
FOUND PROPERTY CORNER
SECTION CORNER

[illegible]

EXISTING ZONING



PROPOSED ZONING



0' 15' 30' 60'

SCALE IN FEET

2

UNPLATTED
(NOT A PART)

PROPERTY LINE

1111

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1997

1

SHEET 1 of 3	Drawn by _____ Checked by _____ Date _____ 01/01/01 Project No. _____ Drawing No. _____	LOT LAYOUT
	No. _____ Date _____ 01/01/01	GILI THIRD SUBDIVISION PRELIMINARY PLAT
	GRAND ISLAND, NEBRASKA	

	REV NO	DATE	REVISIONS DESCRIPTION
2016			REVISIONS

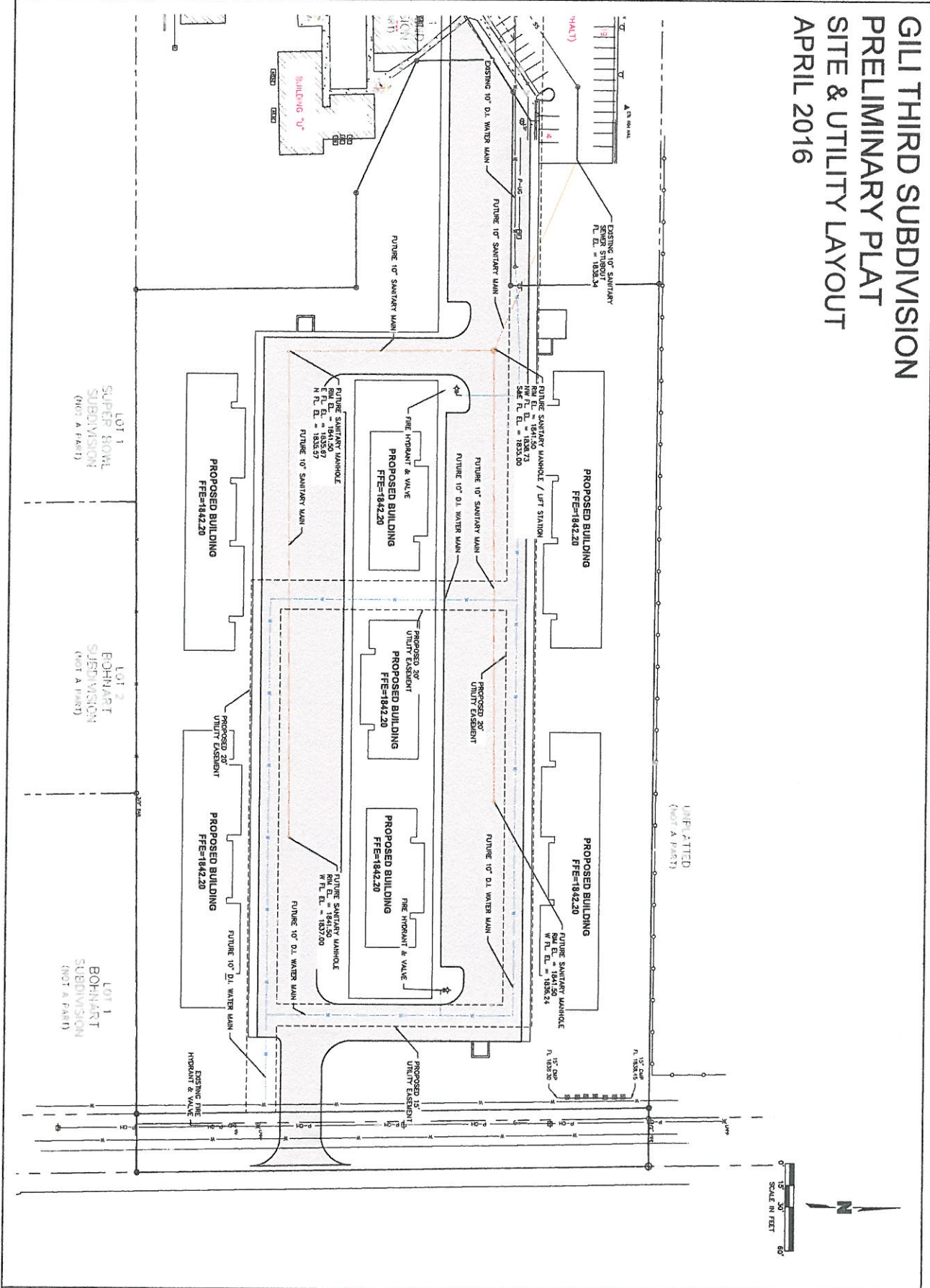



OLSSON
ASSOCIATES

201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68022-1072

TEL 308.384.8750
FAX 308.384.8752 www.cissnaassociates.com

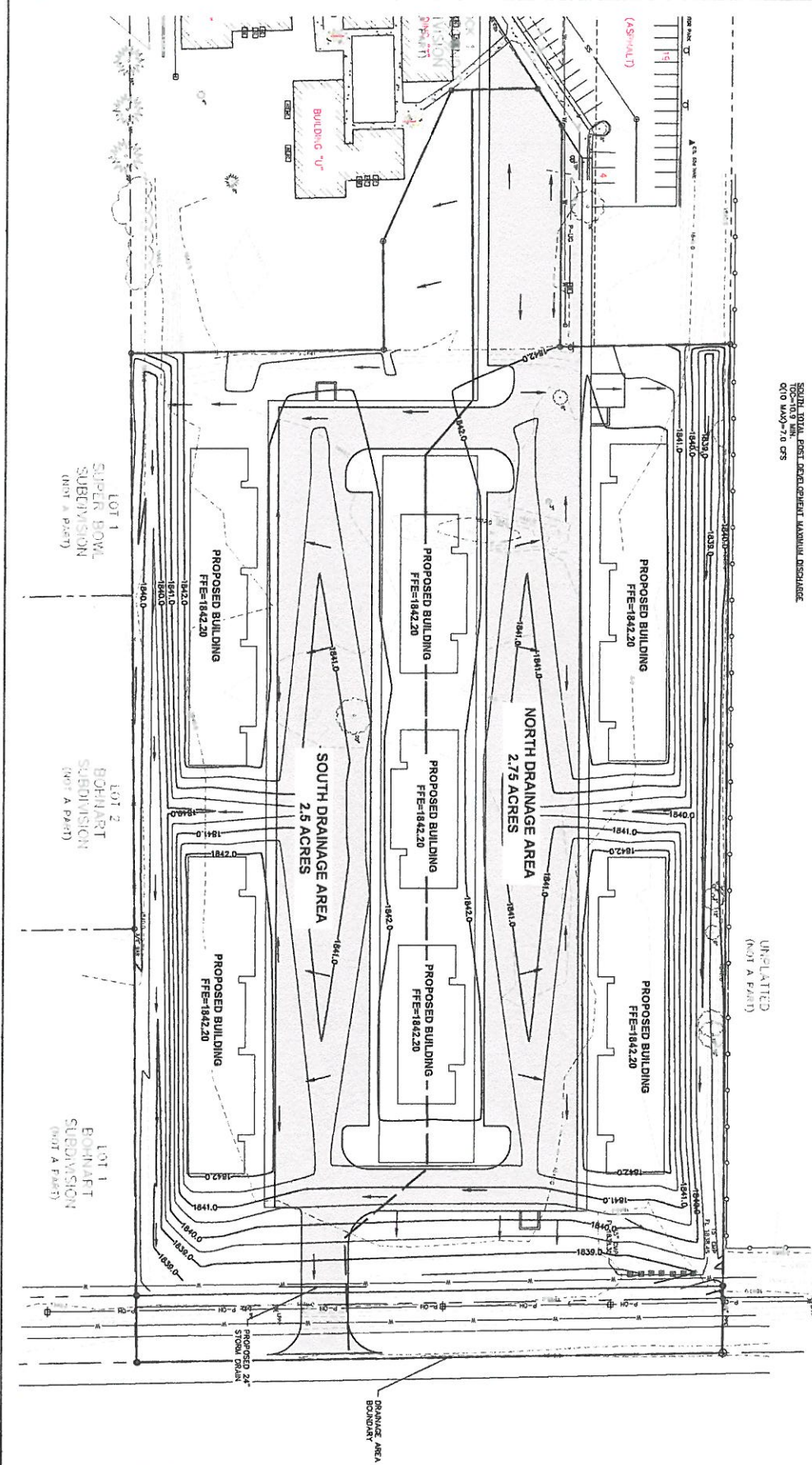
GILI THIRD SUBDIVISION PRELIMINARY PLAT SITE & UTILITY LAYOUT APRIL 2016



SHEET 2 OF 3	UTILITY LAYOUT	REV NO.	DATE	REVISIONS DESCRIPTION	<div><div>201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072</div><div>TEL 308.684.5760 FAX 308.684.0752 www.molssonassociates.com</div></div>
	GILI THIRD SUBDIVISION PRELIMINARY PLAT				
	GRAND ISLAND, NEBRASKA	2016	REVISIONS		

GILI THIRD SUBDIVISION PRELIMINARY PLAT DRAINAGE PLAN APRIL 2016

TOTAL AREA = 5.25 ACRES
 NORTH END DEVELOPED CONDITION
 TOC=17.7' MIN.
 Q(10)=3.7 CFS
 SOUTH END DEVELOPED CONDITION
 TOC=21.7' MIN.
 Q(10)=3.2 CFS
 NORTH END POST DEVELOPMENT MAXIMUM DISCHARGE
 Q(10) MAX=8.7 CFS
 SOUTH END POST DEVELOPMENT MAXIMUM DISCHARGE
 Q(10) MAX=7.0 CFS



DRAINAGE LAYOUT		REV NO	DATE	REVISIONS DESCRIPTION
GILI THIRD SUBDIVISION PRELIMINARY PLAT				
GRAND ISLAND, NEBRASKA		2016		REVISIONS

3 of 3

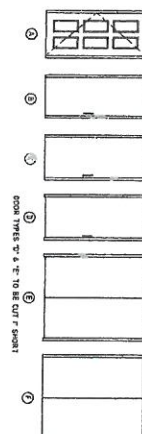
SHEET

MOLSSON ASSOCIATES

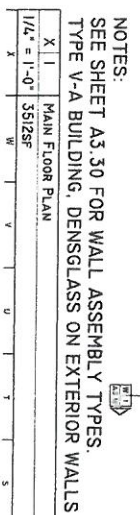
201 East 2nd Street
 P.O. Box 1672
 Grand Island, NE 68801-1672

TEL: 301-344-8750
 FAX: 308-794-0752
www.molssonassociates.com

UNIT DOOR & FRAME SCHEDULE - MAIN FLOOR												
Door			Frame				Hardware					
MARK	WIDTH	HEIGHT	THICKNESS	MATERIAL	FINISH	TYPE	MATERIAL	FINISH	BUTTS	LOCK	SPRING	VIEWER
1	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
2	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
3	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
4	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
5	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
6	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
7	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
8	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
9	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
10	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
11	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
12	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
13	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
14	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
15	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
16	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
17	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
18	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
19	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
20	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
21	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
22	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
23	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
24	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
25	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
26	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
27	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
28	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
29	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
30	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
31	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
32	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
33	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
34	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
35	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
36	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
37	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
38	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
39	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
40	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
41	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
42	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
43	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
44	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
45	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
46	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
47	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
48	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
49	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
50	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
51	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
52	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
53	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
54	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
55	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
56	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
57	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
58	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
59	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
60	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
61	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
62	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
63	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
64	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
65	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
66	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
67	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
68	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
69	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
70	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
71	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
72	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
73	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
74	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
75	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
76	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
77	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
78	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
79	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
80	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
81	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
82	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
83	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
84	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
85	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
86	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
87	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
88	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
89	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
90	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
91	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
92	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
93	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
94	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
95	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
96	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
97	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
98	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
99	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
100	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
101	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
102	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
103	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
104	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
105	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
106	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
107	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
108	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
109	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
110	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
111	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
112	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
113	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
114	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
115	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
116	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
117	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
118	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
119	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
120	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
121	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
122	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
123	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
124	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
125	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
126	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
127	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
128	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
129	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	•
130	3'-0"	7'-0"	1 1/2"	WOOD	PAINT	SLIP	WOOD	PAINT	WOOD	WOOD	•	

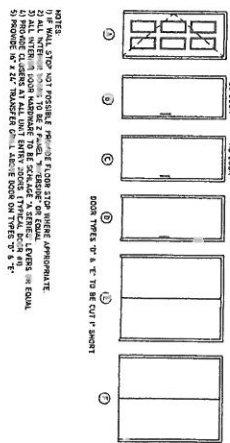


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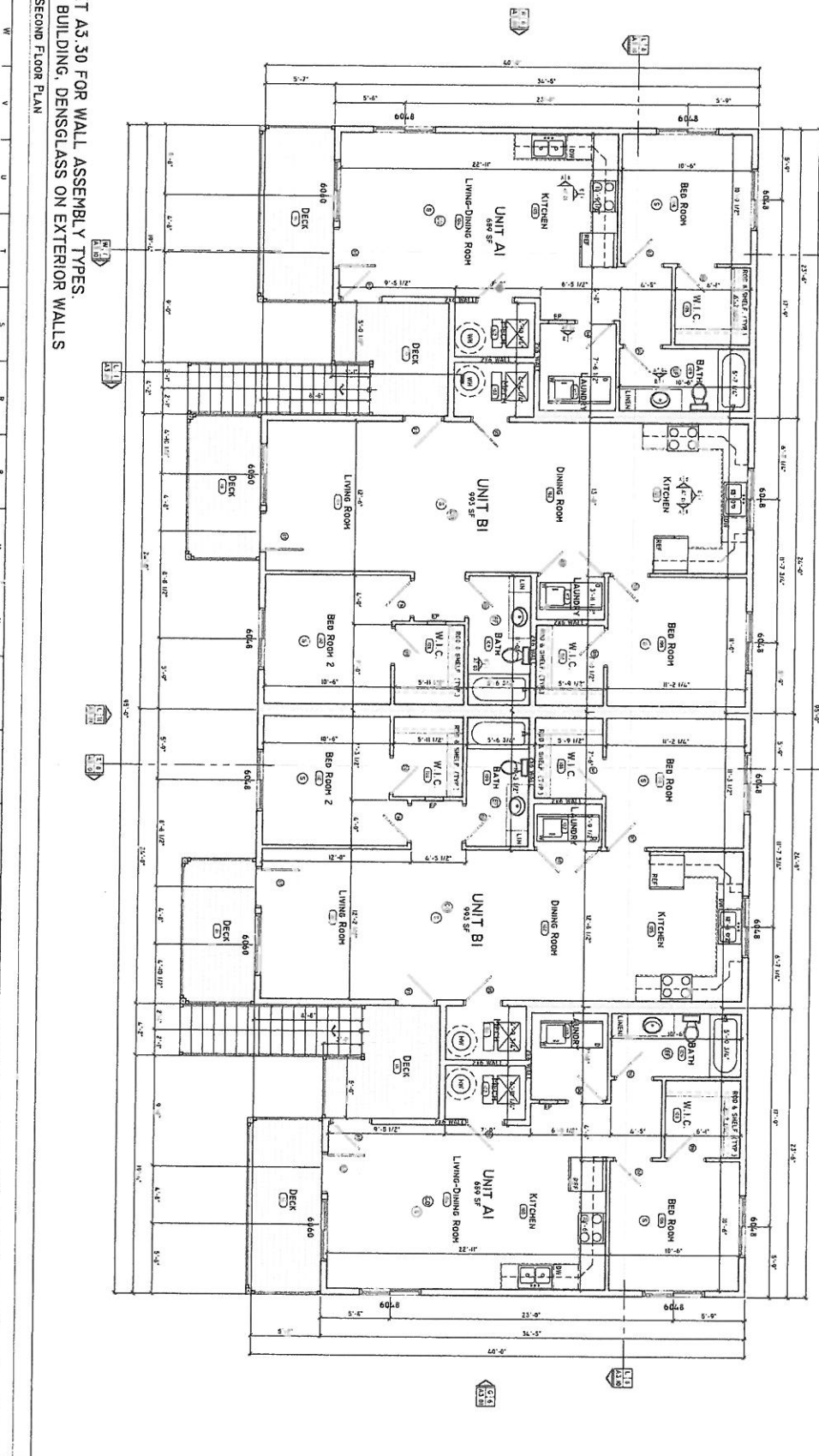
[illegible]

UNIT ROOM FINISH SCHEDULE - 2ND FLOOR									
Room	Finish	Walls	Ceilings	Floors	Partitions	Stairs	Landings	Decks	Other
Bed Room	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0
Bath	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0
Kitchen	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0
Dining Room	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0
Living Room	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0
Deck	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0
Stair	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0
Landings	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0
Other	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0

UNIT DOOR & FRAME SCHEDULE - 2ND FLOOR									
Door	Frame	Material	Finish	Type	Lock	Spring	Viewer	Push	Exit Device
601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0
601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0
601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0
601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0
601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0
601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0
601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0
601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0
601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0	601.0



NOTES:
 1) ALL WALL STOPS NOT POSSIBLE PERFORM FLOOR STOP WHERE APPROPRIATE.
 2) ALL INTERIOR DOORS TO BE 2" MIN. THICKNESS OR EQUAL LINES IN EQUAL.
 3) PROVIDE GLASS AT ALL UNIT ENTRY DOORS TYPICAL ROOM IN EQUAL.
 4) PROVIDE 18" x 24" MINIMUM GLASS DOOR ON TYPES 1 & 2.



NOTES:
 SEE SHEET A3.30 FOR WALL ASSEMBLY TYPES
 TYPE V-A BUILDING, DENSEGLASS ON EXTERIOR WALLS

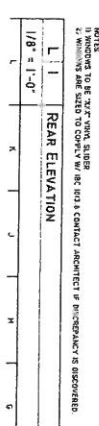
X 1
 SECOND FLOOR PLAN

951

STUDIO

Preliminary
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construction

EAST PARK ON STUHR 8-FLX
 MULTI-FAMILY
 GRAND ISLAND, NE
 SECOND FLOOR PLAN



EASTPARK ON STUHR

IBR	44	690	30360	41%	\$2,433,500	\$5,960,312
2BR	44	1000	44000	59%	\$3,526,812	\$80.15
total	88		74360			

PROJECT COSTS	HOUSING				COST
LAND ACQUISITION					\$88,000
TIF improvements					
	GRADING AND SITE PREP				\$112,500
	STREET LIGHTS				\$28,000
	STREETS/PARKING/SIDEWALKS/STRIPING				\$377,000
	WATER				\$136,000
	SEWER				\$99,360
	BB Court (1/2), Playground, soccer field				\$25,000
	LANDSCAPING/SODDING/LWN SPRINK/FINE GRADE				\$105,000
	Dog Runs				\$6,000
	Façade improvements				
	Geothermal				\$519,200
	Engineering site + survey				\$50,000
	Architecture & mechanical				\$92,600
	Garbage corrals/GARAGE				\$75,000
			\$1,495,000		
	total TIF improvements	\$23.05	\$1,713,660		
CONSTRUCTION					
	1br per foot	\$80.15			\$2,433,500
	2br per foot	\$80.15			\$3,526,812
	CONST SUB TOTAL		\$5,960,312	\$7,585,972	
	backout total				\$758,597
	O/P				
CONTINGENCY					\$8,344,569
CONSTRUCTION CONTINGENCY	5%				\$379,299
FUEL CONTINGENCY	0%				\$0
OTHER					
ENVIRONMENTAL					\$3,000
RE ATTORNEY					\$0
OTHER ATTORNEY					\$5,000
LAND AND CONST SUBTOTAL				\$8,819,868	
backout total					
CONST INSURANCE			0.0025		\$20,861
CONST PERIOD INTEREST					
		4.00% const		\$	210,000.00
CONST LOAN FEES		0.50%		\$7,000,000	\$35,000
CONST LOAN CREDIT ENHANCE		1.00%			\$70,000
TAXES const	2.20% YEAR				\$254
CONST LOAN TITLE INS					\$14,000
APPRAISAL					\$6,500
MARKET SURVEY					
FINANCING FEES/EXP					
FIRST LOAN ORIG		1.00%			\$0
SECOND LOAN COSTS					\$5,000
THIRD LOAN COSTS					
FOURTH LOAN COSTS					
FIFTH LOAN COSTS					
TITLE/RECORDING					\$1,000
DEVELOPMENT					\$100,000
SYNDICATION					
LEGAL					\$0
PRINTING					\$0
ACCNT					\$0
MISC SYND	(ADS AND PROMOTION, DUE DILIGENCE)				\$0
BRIDGE LOAN		0.01			\$0
SALE/FINDER COMMI					\$0
LEASE UP EXPENSES					\$25,000
	subtotal		\$9,307,483		
TIF RESERVE					\$74,750
CASH RESERVE	operating deficit reserve				\$0
lease up reserve					\$10,000
=====					
TOTAL		\$126.31	\$9,392,233	\$9,392,233	

EXHIBIT C-1

PRELIMINARY CONSTRUCTION BUDGET

lan Description: EASTPARK ON STUHR Apartments
 Address: 415 Cherry, Grand Island Ne
 Legal:

Description	Per Aprtmnt.	Per 8plex	per 16plex	Total	to TIF
	\$1	3	\$4	7	
Appliances Allow	\$2,500	20,000	\$40,000	220,000	
Cabinets	\$3,058	24,464	\$48,928	269,104	
Clean/Trash	\$340	2,720	\$5,440	29,920	
Concrete Flatwor	\$2,500	20,000	\$40,000	220,000	
Counter Tops	\$775	6,200	\$12,400	68,200	
Deck Material	\$400	3,200	\$6,400	35,200	*
Deck Labor	\$450	3,600	\$7,200	39,600	*
Drywall	\$4,000	32,000	\$64,000	352,000	*
Electrical	\$5,000	40,000	\$80,000	440,000	\$28,000
Environmental	\$150	1,200	\$2,400	13,200	
Excavation/Back	\$0	0	\$0	0	
Exterior Doors	\$475	3,800	\$7,600	41,800	
Fine Grade	\$0	0	\$0	0	\$15,000
Floor covering	\$2,000	16,000	\$32,000	176,000	
Foundation Walls	\$1,500	12,000	\$24,000	132,000	*
Framing Labor	\$5,050	40,400	\$80,800	444,400	*
Framing Material	\$7,785	62,280	\$124,560	685,080	*
Garage Door					\$1,000
Gutters	\$200	1,600	\$3,200	17,600	
Gypcrete	\$1,000	8,000	\$16,000	88,000	
Hardware-(Reg.	\$250	2,000	\$4,000	22,000	
HVAC	\$11,800	94,400	\$188,800	1,038,400	\$519,200
Impact Fee					
Insulation	\$1,461	11,688	\$23,376	128,568	*
Landscape	\$0	0	\$0	0	\$30,000
Lighting Fixtures	\$200	1,600	\$3,200	17,600	
Masonry - 25%	\$1,500	12,000	\$24,000	132,000	*
Mirrors	\$45	360	\$720	3,960	
Painting	\$1,700	13,600	\$27,200	149,600	
Permits & Curb C	\$400	3,200	\$6,400	35,200	
Plumbing	\$5,350	42,800	\$85,600	470,800	
Portable Toilet	\$50	400	\$800	4,400	
Roofing labor	\$360	2,880	\$5,760	31,680	
Roofing Material	\$1,300	10,400	\$20,800	114,400	
Sealing	\$0	0	\$0	0	\$7,000
Sewer & H2O (pr	\$300	2,400	\$4,800	26,400	
Shutters	\$0	0	\$0	0	
Siding Labor & M	\$2,500	20,000	\$40,000	220,000	
Signage	\$15	120	\$240	1,320	

EXHIBIT C-2

Sodding	\$0	0	\$0	0	\$30,000
Sprinkler, lawn	\$0	0	\$0	0	\$30,000
Sprinkler, fire	\$2,200	17,600	\$35,200	193,600	
Structural Steel	\$0	0	\$0	0 *	
Supervision	\$1,250	10,000	\$20,000	110,000	
Trim Labor	\$1,500	12,000	\$24,000	132,000	
Trim Materials	\$1,500	12,000	\$24,000	132,000	
Trusses	\$1,600	12,800	\$25,600	140,800 *	
Utilities	\$160	1,280	\$2,560	14,080	
Waterproofing				0	
Windows (7) / &	\$1,200	9,600	\$19,200	105,600	
Window Treatme	\$35	280	\$560	3,080	
garage/shop/corrals		0	\$0	0	\$75,000
post boxes	\$90	720	\$1,440	7,920	
Total Construction Costs		590,875	\$1,181,748	6,507,512	

EASTPARK ON STUHR

cost est			utilities	
rent 1 br	\$775		75	\$500
rent 2 br	\$925		100	\$585
Solar				
total cost				
first mtg	\$5,635,340	@	4.25%	

ESTIMATED BUDGET, SOURCES AND USES OF FUNDS

INCOME

UNIT RENT			MONTH	YEAR
mgr apt	1	\$0	\$0	\$0
1BR	43	\$775	\$33,325	\$399,900
1BR utility fee	43	\$75	\$3,225	\$38,700
2BR	44	\$925	\$40,700	\$488,400
2BR utility fee	44	\$100	\$4,400	\$52,800
Solar				
total units	88		\$77,250	\$979,800
VACANCY	-7%		(\$5,408)	(\$68,586)
CABLE	0%	\$30	\$0	\$0
TENANT REIMBURSEMENTS	\$25		\$183	\$2,200
NET RENTAL INCOME			\$72,026	\$913,414

EXPENSES

Administrative				
SALARY				
Maintenance				
RESERVE	\$250	\$350	\$1,813	\$21,750
Operating				
Utilities by landlord	80%		\$6,100	\$73,200
Bulk Cable	\$0.00		\$0	\$0
INSURANCE	88	0.35%	\$8,819,868	\$2,572
liability			\$250	\$3,000
flood			\$0	\$0
Average other operating and maintenance	\$2,579 per unit		\$18,909	\$226,913
	45%	\$260,782.30		
Taxes				
TAXES--base	2.20%		\$23	\$254
TAXES--added less TIF			\$12,500	\$150,000
SPECIALS	**			
TOTAL EXPENSES	\$252,993.15	4045	\$42,167	\$505,986
OPERATING INCOME			\$29,858	\$407,428
DEPRECIATION			\$2,296	\$27,552
AMORTIZATION			\$6	\$67
INTEREST	1ST MTG		\$19,805	\$237,666
	2ND MTG	in taxes	\$0	\$0
	3RD MTG		\$0	\$0
NET INCOME (LOSS)	BEFORE TAX			\$142,144
ADDITIONS:	DEPRECIATION			\$27,552
	AMORTIZATION			\$67
	CAPITAL CONTRIBUTIONS			\$95,004
	2ND MTG			
ANNUAL CASH FLOW				\$74,758

EXHIBIT D

LAND ACQUISITION			\$88,000
TIF improvements			
GRADING AND SITE PREP			\$112,500
STREET LIGHTS			\$28,000
STREETS/PARKING/SIDEWALKS/STRIPING			\$377,000
WATER			\$136,000
SEWER			\$99,360
BB Court (1/2), Playground, soccer field			\$25,000
LANDSCAPING/SODDING/LWN SPRINK/FINE GRADE			\$105,000
Dog Runs			\$6,000
Façade improvements			
Geothermal			\$519,200
Engineering site + survey			\$50,000
Architecture & mechanical			\$92,600
Garbage corrals/GARAGE			\$75,000
		\$1,495,000	
total TIF improvements	\$23.05	\$1,713,660	

EXHIBIT E

Hoppe Homes LP
Balance Sheet
As of December 31, 2013

	Dec 31, 13
ASSETS	
Current Assets	
Checking/Savings	
CHB 454060	9,494.36
CHB 7094683-Savings	12,807.11
Union 3050987	1,397.99
WGB 2004022605	805.00
Total Checking/Savings	24,504.46
Accounts Receivable	
Accounts Receivable	-7.36
Total Accounts Receivable	-7.36
Other Current Assets	
GIAHC Note(Stonyhill Ventures)	5,000.00
N/R Hoppe Brothers	20,000.00
The Exchange-Costs	20,858.05
Escrow-Security First Bank	5,797.00
Walnut Theater LLC Rec	10,500.00
Total Other Current Assets	62,155.05
Total Current Assets	86,652.15
Fixed Assets	
Investment in GILI LLC	-47,170.00
Drafting Software-2010	3,000.00
Equipment	6,257.24
Furniture & Fixtures	0.00
Rental Units	326,430.25
Total Fixed Assets	288,517.49
Other Assets	
Walnut Redev Loan	475.00
Creekside Village Ltd Loan	1,000.00
Orchard Loan	215,555.45
Work In Progress	46,899.43
Total Other Assets	263,929.88
TOTAL ASSETS	639,099.52
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
N/P Ally Bank	16,312.77
N/P Security First-1100065001	187,329.00
N/P Security First-1100065002	64,371.66
Pet Deposit	250.00
Security Deposit	3,350.00
Total Other Current Liabilities	271,613.43
Total Current Liabilities	271,613.43
Total Liabilities	271,613.43
Equity	
Jacob Hoppe Equity	81,633.84
Margaret Hoppe Equity	61,893.30
Ward Hoppe Equity	345,311.14

EXHIBIT F

Hoppe Homes LP
Balance Sheet
As of December 31, 2013

	Dec 31, 13
Net Income	-121,352.19
Total Equity	367,486.09
TOTAL LIABILITIES & EQUITY	639,099.52

Hoppe Homes LP
Balance Sheet
As of December 31, 2014

	Dec 31, 14
ASSETS	
Current Assets	
Checking/Savings	
CHB 454060	79,842.75
CHB 7094683-Savings	2,817.45
Union 3050987	1,397.99
WGB 2004022605	10,805.28
Total Checking/Savings	94,863.47
Other Current Assets	
GIAHC Note(Stonyhill Ventures)	5,000.00
Stonyhill Ventures Receivable	345.00
The Exchange-Costs	23,268.15
A/R Cornhusker Bank Error	201.96
Escrow-Security First Bank	4,505.69
Walnut Theater LLC Rec	10,500.00
Total Other Current Assets	43,820.80
Total Current Assets	138,684.27
Fixed Assets	
Investment in GILI LLC	-73,883.00
Drafting Software-2010	3,000.00
Equipment	5,900.25
Furniture & Fixtures	0.00
Rental Units	314,207.09
Total Fixed Assets	249,224.34
Other Assets	
Walnut Redev Loan	475.00
Orchard Loan	248,128.63
Total Other Assets	248,603.63
TOTAL ASSETS	636,512.24
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
First Bankcard 6485	28.87
First Bankcard 8695	125.36
Total Credit Cards	154.23
Other Current Liabilities	
N/P Ally Bank	11,077.73
N/P Security First-1100065001	177,298.14
N/P Security First-1100065002	60,923.82
Pet Deposit	250.00
Security Deposit	3,350.00
Total Other Current Liabilities	252,899.69
Total Current Liabilities	253,053.92
Total Liabilities	253,053.92
Equity	
Jacob Hoppe Equity	89,402.09
Margaret Hoppe Equity	71,632.90
Ward Hoppe Equity	385,722.94

Hoppe Homes LP
Balance Sheet
As of December 31, 2014

	Dec 31, 14
Net Income	-163,299.61
Total Equity	383,458.32
TOTAL LIABILITIES & EQUITY	636,512.24

Hoppe Homes LP

Balance Sheet

As of December 31, 2015

	Dec 31, 15
ASSETS	
Current Assets	
Checking/Savings	
CHB 454060	22,742.97
CHB 7094683-Savings	2,821.68
Union 3050987	1,397.99
WGB 2004022605	3,805.28
Total Checking/Savings	30,767.92
Other Current Assets	
Stonyhill Ventures-Option Purch	12,500.00
GIAHC Note(Stonyhill Ventures)	5,000.00
Stonyhill Ventures Receivable	710.85
The Exchange-Costs	23,268.15
Escrow-Security First Bank	8,777.72
Walnut Theater LLC Rec	10,500.00
Total Other Current Assets	60,756.72
Total Current Assets	91,524.64
Fixed Assets	
Investment in GILI LLC	-225,449.00
Drafting Software-2010	3,000.00
Equipment	5,721.75
Furniture & Fixtures	0.00
Rental Units	302,160.10
Total Fixed Assets	85,432.85
Other Assets	
Walnut Redev Loan	1,443.28
Orchard Loan	281,581.17
Work In Progress	2,439.00
Total Other Assets	285,463.45
TOTAL ASSETS	462,420.94
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
First Bankcard 2251	379.06
First Bankcard 8695	189.88
Total Credit Cards	568.94
Other Current Liabilities	
N/P Ally Bank	5,628.11
N/P Security First-1100065001	165,792.20
N/P Security First-1100065002	56,968.93
Pet Deposit	250.00
Security Deposit	3,300.00
Total Other Current Liabilities	231,939.24
Total Current Liabilities	232,508.18
Total Liabilities	232,508.18
Equity	
Jacob Hoppe Equity	63,172.14
Margaret Hoppe Equity	46,886.11

Hoppe Homes LP
Balance Sheet
As of December 31, 2015

	Dec 31, 15
Ward Hoppe Equity	265,416.04
Net Income	-145,561.53
Total Equity	229,912.76
TOTAL LIABILITIES & EQUITY	462,420.94

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

RESOLUTION NO. 215

**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 8th day of June, 2016.

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

By *Glen A. Murray*
Vice Chairperson

ATTEST:

CHMA
Secretary

East Park on Stuhr

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

RESOLUTION NO. 216

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 1, from Cherry Park Apartments Phase III, (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 1;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. In compliance with section 18-2114 of the Act, the Authority hereby gives the governing body of the City notice that it intends to enter into the Redevelopment Contract, 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 8th day of June, 2016.

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

By G. A. Murray
Vice Chairperson

ATTEST:

[Signature]
Secretary

East Park on Stuhr

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: July 6, 2016.

HALL COUNTY REGIONAL PLANNING
COMMISSION

ATTEST:

By:
Chair



By:

Leslie E. Ruge
Secretary

East Park on Stuhr



City of Grand Island

Tuesday, July 26, 2016

Council Session

Item E-4

**Public Hearing on Amendment to the Redevelopment Plan Area 2
between Lake Street and U.S. Highway 34 and Tri Street and
Locust Street (Wild Bills Wings & Bowling, LLC)**

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: July 26, 2016

Subject: Site Specific Redevelopment Plan for CRA Area 2

Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2000, the Grand Island City Council declared property referred to as CRA Area 2 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation including demolition, landscaping and parking. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

Wild Bill's Wings and Bowling, LLC has submitted an application for Tax Increment Financing to aid in the redevelopment of property to prepare for the construction of a Family Fun Center and convenience store south of U.S. Highway 34 and west of Locust Street. Staff has prepared a redevelopment plan for this property consistent with the TIF application.

The CRA reviewed the proposed development plan on June 8, 2016 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on July 6, 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 July 6, 2016. The Planning Commission approved Resolution 2016-06 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 1 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for site acquisition, site preparation, planning activities, public and private roads or streets, necessary utility extensions and improvements, and fees associated with the redevelopment project. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as a eligible TIF project and that it will not negatively impact existing services within the community or shift undo additional costs onto the current residents of Grand Island and the impacted school districts. There are a minimum of \$3,115,000 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 \$1,920,000.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution as submitted.

Redevelopment Plan Amendment Grand Island CRA Area 2 June 2016

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 2 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific housing related project in Area 2.

Executive Summary: Project Description

THE ACQUISITION OF PROPERTY AT 3400 S LOCUST STREET AND THE SUBSEQUENT SITE WORK, UTILITY IMPROVEMENTS, STREET IMPROVEMENTS, ENGINEERING, LANDSCAPING AND PARKING IMPROVEMENTS NECESSARY FOR DEVELOPMENT OF THIS PROPERTY INTO TWO COMMERCIAL LOTS INTENDED FOR A FAMILY FUN CENTER AND CONVENIENCE STORE.

The use of Tax Increment Financing (TIF) to aid in the acquisition of property, necessary site work and installation of public utilities and utility connections and street and drainage improvements necessary to develop this site. The use of TIF makes it feasible to complete the proposed project within the timeline presented. This project would not be considered at this time and location without the use of TIF. Financing for the project is contingent on TIF

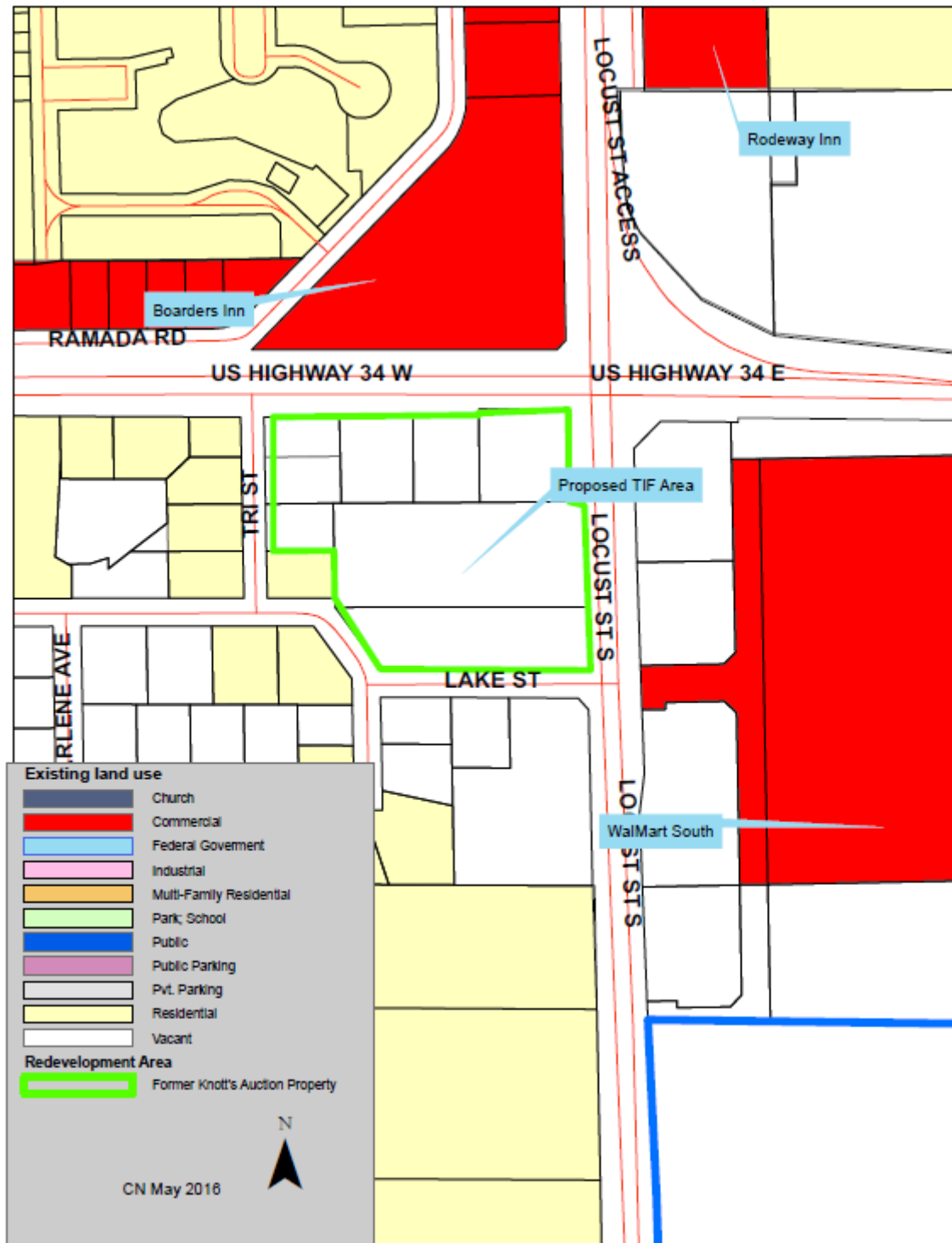
The acquisition, site work and construction of all improvements will be paid for by the developer. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the acquisition, site work and remodeling. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2018 towards the allowable costs and associated financing for the acquisition and site work.

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

Property Description (the “Redevelopment Project Area”)

This property is located between Locust Street on the east and Tri Street on the west and between Lake Street on the south and U.S. Highway 34 (Husker Highway) on the north in southern Grand Island, the attached map identifies the subject property and the surrounding land uses:

- **Legal Description To Be Added**



This plan amendment provides for the issuance TIF Notes, the proceeds of which will be granted to the Redeveloper. 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 new commercial space on this property.

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 September 13, 1999.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

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

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

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

a. Land Acquisition:

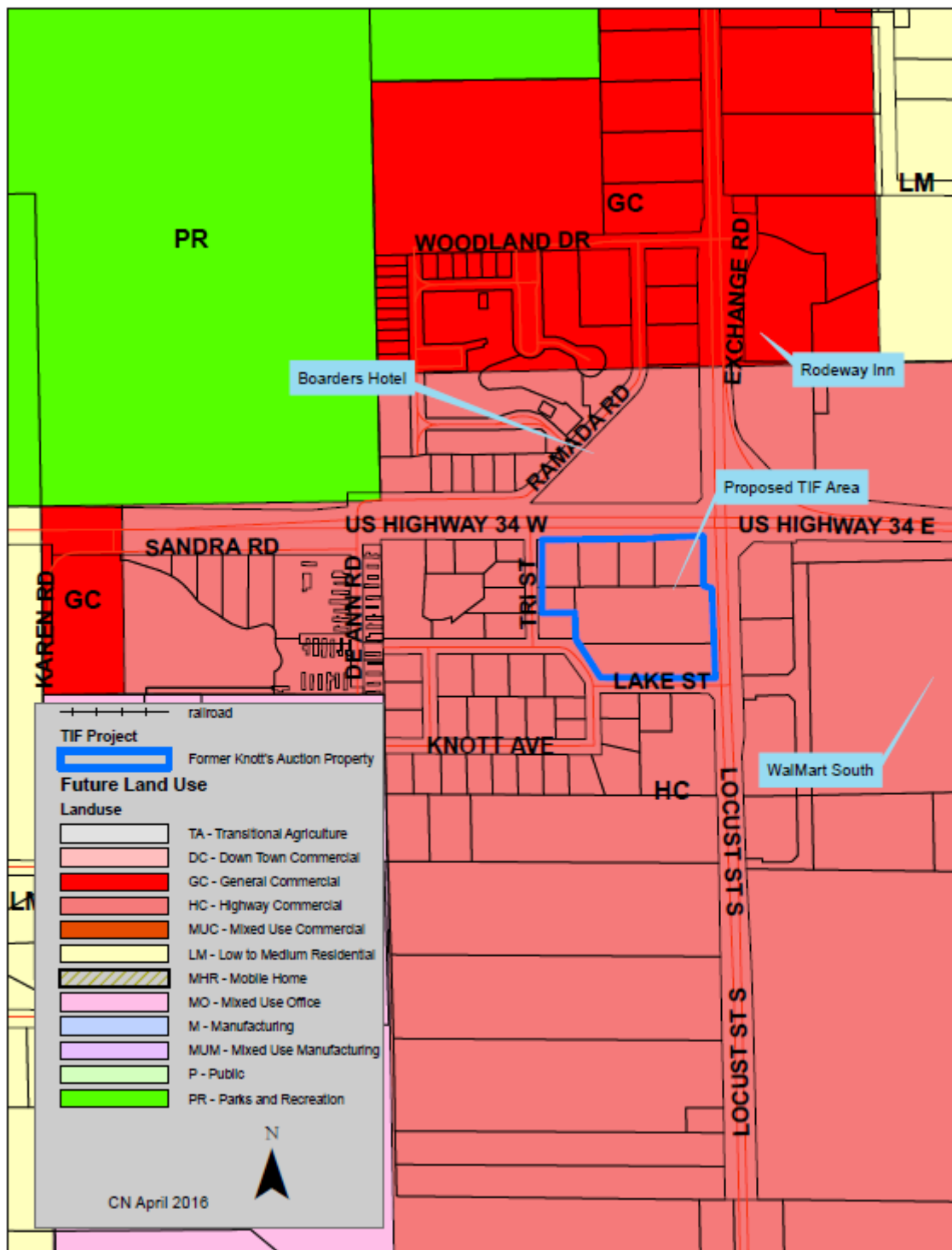
The Redevelopment Plan for Area 2 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority. The applicant will be acquiring the property from the current owner. It is further anticipated that the owner will sell a portion of this property to another entity for the development of a convenience store at the corner of Lake and Locust Streets.

b. Demolition and Removal of Structures:

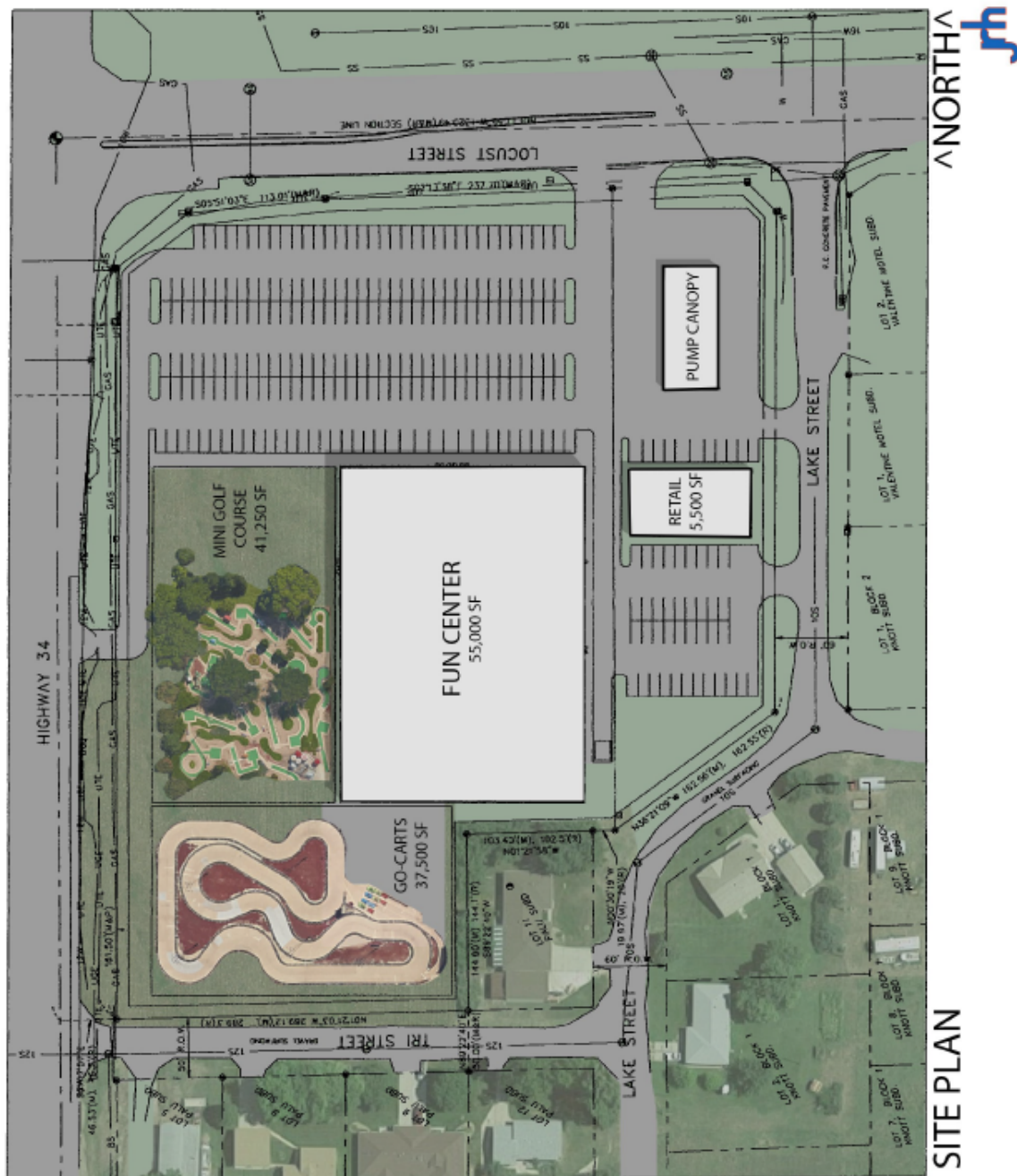
The project to be implemented with this plan will not require demolition of any existing structures.

c. Future Land Use Plan

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



City of Grand Island Future Land Use Map



Proposed site plan after development

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

The area is zoned B2 General Business zone. No zoning changes are necessary though the owners may wish to rezone this to a commercial development zone to facilitate the development of the property. No changes are anticipated in street layouts or grades.

Lake Street will be paved at least as far as the intersection with Knott Avenue. 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 a family fun center (including bowling, laser tag, electric go carts and miniature golf) on one lot. A second lot will also be created and sold with the intended use of a convenience store at the corner of Lake and Locust Street. The proposed development will be substantially less than the 50% building coverage allowed in the CD zone or 65% coverage allowed in the B2 zoning district. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. Connections for water and sewer will have to be extended to serve this lot.

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

The developer will be responsible for installing pedestrian lighting in the Right-of Way along South Locust Street consistent with the pedestrian lighting in place north of U.S. Highway 34 and along the Wal-Mart development to the east.

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

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This amendment does not provide for acquisition of any residences and therefore, no relocation is contemplated. [§18-2103.02]

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

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

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

The developer is proposing to purchase this property for redevelopment for \$1,450,000 provided that TIF is available for the project as defined. The cost of property acquisition is being included as a TIF eligible expense. Costs for site preparation including, grading and fill is estimated at \$300,000. Utility extensions, storm water, sewer electrical and water are estimated at \$525,000, Building plans and engineering are expected to cost

\$175,000. Public required landscaping including the pedestrian lighting along Locust Street is estimated at \$325,000. The cost to pave Lake Street is \$375,000. An additional \$15,000 of expenses for legal work, fees and financial tracking of this project are also included as eligible expenses for a total maximum TIF request of \$3,115,000. It is estimated based on the proposed increased valuation of \$5,800,000 will result in \$1,920,000 of increment generated over a 15 year period more than the allowable expenses for this project.

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 not less than \$1,920,000 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. 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, in that it will allow for the utilization of vacant property at this location. This lot is surrounded located at a major intersection is south east Grand Island. The property has

been within a blighted area for more than 20 years and has been vacant for more than 10 years without development. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions.

8. Time Frame for Development

Development of this project is anticipated to be completed between September of 2016 and December of 2017. Excess valuation should be available for this project for 15 years beginning with the 2018 tax year.

9. Justification of Project

This is infill development in an area with all city services available. It was anticipated by many that this area of the community would flourish after the Locust Street interchange from I-80 opened and Wal-Mart built at one corner of this intersection in 2004. Since that time there has been very little change in the area. Proposed projects like this one and the housing project to the north and east area likely to spur the development that was expected 12 years ago. This project does not propose to tear down any buildings with historic value.

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

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 Wild Bills Fun Center Project, including:

Project Sources and Uses. A minimum of \$1,920,000 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$9,240,000 in private sector financing and investment; a private investment of \$4.81 for every TIF dollar investment.

Use of Funds.			
Description	TIF Funds	Private Funds	Total
Site Acquisition	\$1,450,000		\$1,450,000
Site preparation	\$80,000	\$220,000	\$300,000
Paving Lake Street	\$375,000		\$375,000
Utilities, Storm, Sewer, Water, Parking		\$525,000	\$525,00
Landscaping		\$325,000	\$325,000
Legal and Plan	\$15,000		\$15,00
Architecture/Engineering		\$175,000	
Building Costs		\$6,660,000	\$6,660,000
Personal Property		\$1,335,000	\$1,335,000
TOTALS	\$1,920,000	\$9,240,000	\$10,620,000

Tax Revenue. The property to be redeveloped is has a January 1, 2015, valuation of approximately \$586,964. Based on the 2015 levy this would result in a real property tax of approximately \$12,968. It is anticipated that the assessed value will increase by \$5,791,858 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$127,986 annually resulting in approximately \$1,920,000 of increment over the 15 year period. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2015 assessed value:	\$ 586,684
Estimated value after completion	\$ 6,378,722
Increment value	\$ 5,791,858
Annual TIF generated (estimated)	\$ 127,986
TIF bond issue	\$ 1,920,000

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

The redevelopment project area currently has an estimated valuation of \$586,684. The proposed extension improvements at this location will result in at least an additional \$5,791,858 of taxable valuation based on the Hall County Assessor's office evaluation of the project. 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. The project will not add any tax burdens to taxing entities. Therefore no tax shifts will occur.

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

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

schools. Fire and police protection are available and should not be impacted by this development.

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

The proposed uses at this site would compete for entry level and part time positions along with similar travel and entertainment type businesses located in and locating in the City.

(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 represents a new business within the city of Grand Island that will create some competition with existing businesses. There are currently 2 bowling alleys operating in Grand Island, Westside Lanes west of U.S. Highway 281 and Super Bowl on east Bismark Road. Super Bowl also has a variety of arcade and amusement facilities that would be similar to those proposed in this application. Skate Island on north Webb Road has a miniature golf course and arcade games as well.

(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 utilize a piece of property in the Grand Island City Limits that has been vacant for at least more than 10 years. This corner was included in one of the original blight studies for the City of Grand Island because of the development that was located here and because it is a highly visible entrance corner. This will increase the options available to tourists and residents for family entertainment. These facilities will complement Fonner Park, the State Fair Grounds, Heartland Event Center, Island Oasis, and similar civic tourist draws.

Time Frame for Development

Development of this project is anticipated to be completed during between September 2016 and December of 2017. The base tax year should be calculated on the value of the property as of January 1, 2016. Excess valuation should be available for this project for 15 years beginning with the 2017 tax year. 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. Based on the purchase price of the property and estimates of the expenses of utilities, streets and site preparation activities and associated engineering/design fees, the developer will spend upwards of \$3,115,000 on TIF eligible activities.

BACKGROUND INFORMATION SHEET FOR TIF

project redeveloper info

1. Wild Bill's Wings & Bowling, LLC
1100 South Jeffers Street
North Platte, NE 69101
(308)532-5720
Lonnie Parsons

2. We offer a Family Entertainment Center that caters to families and business's with Birthday Parties, Corporate Parties, Business fun packs, kids bowl free and other events. We offer a large arcade, go-karts, Spinning Bumper Cars, with state of the art Bowling, 2 level Laser Tag, great mini-golf and a full-service restaurant. We also propose to build a 5200 SF newly designed Convenience Store

3. R2S2,LLC

4. We propose to build a 55,000 SF steel building and a 5500 SF Steel Building on 7.2 acres. The buildings will be constructed of steel beam and post with Ephus and split stone exterior

- | | | |
|-------------------------|--------------|--------------|
| 9. Hewgley Architecture | North Platte | 308-534-4983 |
| TC Engineering | North Platte | 308-534-9245 |

10. Assessor is not done with it at this time

11. construction to start in the fall of 2016
construction completed summer of 2018
2017 - 75%
2018 - 100%

TIF request information

1. \$3,000,000.00 which will be used for paving Lake Street, Storm Sewers, water mains, Electrical Mains, Public Parking, Land Purchase, Landscaping, Architectural and engineering Fees, Legal and finance costs.

2. because of the amount to purchase of the property, paving of Lake Street, draining of the storm water to the desired location, cutting and designing of a turn lane off of HWY 34 and other water, sewer and electrical onsite needed we would not be able to move forward with this project without the assistance of the Tax Increment Financing.

- | | | |
|-----------------------------|-------------------------------------|--------------|
| 3. City of North Platte | Jim Hawks | 308-535-6724 |
| Wild Bill's Wings & Bowling | purchased and renovated similar FEC | |

Buid Out	investor	TIF	Personal Property
Land Purchase		\$1,400,000.00	
House Purchase		\$200,000.00	
Grading & Fill		\$300,000.00	
Parking lot, Storm Sewer, water, Sewer, Electrical		\$525,000.00	
Design Fees		\$175,000.00	
55,000 SQ FT Bulding @ \$48.00	\$3,200,000.00		
Convenience Store	\$1,800,000.00		
landscaping		\$325,000.00	
pave lake street		\$375,000.00	
Bowling Lanes	\$1,100,000.00		
Laser Tag Arena	\$290,000.00		\$55,000.00
Arcade games	\$800,000.00		\$800,000.00
Rope Obstacle	\$0.00		
Go Kart Track and Karts	\$475,000.00		\$225,000.00
Mini Golf	\$275,000.00		
Spinner Bumper cars	\$ 110,000.00		\$110,000.00
Restaurant Equipment	\$200,000.00		\$145,000.00
signage	\$80,000.00		
total	\$8,330,000.00	\$3,300,000.00	\$1,335,000.00

V. If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land \$ 1,450,000
B. Building \$ 200,000

Construction Costs:

A. Renovation or Building Costs: \$ 8,330,000
B. On-Site Improvements: \$ 1,525,000

Soft Costs:

A. Architectural & Engineering Fees: \$ 175,000
B. Financing Fees: \$ 75,000
C. Legal/Developer/Audit Fees: \$ 150,000
D. Contingency Reserves: \$ 100,000
E. Other (Please Specify) \$ _____

TOTAL \$ 12,005,000

VII. Total Estimated Market Value at Completion: \$ _____

VIII. Source of Financing:

A. Developer Equity: \$ 2,300,000
B. Commercial Bank Loan: \$ 7,005,000
C. Tax Credits:
 1. N.I.F.A. \$ _____
 2. Historic Tax Credits \$ _____
D. Industrial Revenue Bonds: \$ _____
E. Tax Increment Assistance: \$ 2,700,000

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Executive Summary

A market opportunity exists in the Grand Island, Nebraska area to service sports enthusiasts, families, professionals, and the area youth with a sports themed restaurant and entertainment recreation facility. Market research shows that sports themed restaurants continue to be on the rise. It also provides information that shows youth often get into more trouble and fall into drug use when voided of healthy activities and entertainment. K & L Enterprises Inc. is looking to provide an outlet for active youth and families by establishing a presence in the Grand Island, Nebraska area with WB's Family Fun Center. Furthermore, sports enthusiasts, professionals, and parents want an environment where they can relax and socialize and a place for their children to have fun without worrying about them.

K & L Enterprise Inc. was formed in Grand Island, Nebraska, as a corporation under a cooperative partnership of Lonnie Parsons, his wife Kelly, Gary Suhr, and his wife Chris. This dynamic management team has a proven record of efficient operations practices and will be responsible for the design, development of company policy, and hands-on-management of the daily operations. In addition, a team-oriented and customer-focused staff of approximately 45 will support the management team. K & L Enterprise takes great pride in their community and is looking to invest back into their community by provide wholesome entertainment that will in turn have an economic impact with jobs and providing a plethora of entertainment options for the area.

WB's Family Fun Center is an ongoing business based in North Platte, Nebraska and is proposing to purchase the vacant land at the corner of 3400 South Locust Street.

This highly visible location will attract customers to this familiar Grand Island landscape.

Based on the current prices in the family fun center market, WB's Family Fun Center has the potential of making excellent sales the first year. With good management, a healthy annual revenue growth is expected.

WB's Family Fun Center will be held privately corporation which will be owned by the self-made team to financially back the new business venture. In order to start operations for this project with an approaching deadline, the team will need to obtain a loan of approximately \$8,900,000.00 to begin their construction and rebranding efforts. This loan will provide startup capital, financing for new construction, landscaping, new utilities, paved parking lot and supplies, pay for permits and licensing, employee training, and anything else that should arise. The expected open date for this facility be June 1, 2017. This will give them the opportunity to serve customers for the summer season and through the profitable sports and State Fair season.

This unique business venture aims to appeal to several types of customers bases in and around the community. K & L Enterprises Inc. will achieve this by branding the new location, positioning their services, establishing a targeted market, creating an objective or mission for the business, and developing a strategic strategy by promoting safe family, sports and youth entertainment to achieve sales projections.

The sales of WB's Family Fun Center will consist of bowling center revenues (i.e. leagues, events, promotions, Birthday Parties, Corporate Parties etc.), restaurant (i.e. menu items, an assortment of beverages, nightly meal and drink specials, sporting event specials, etc.), and the community space (i.e. receptions, business meetings, banquets, etc.), Arcade, Mini-Golf,

Go-Karts, and Bumper Cars. Potential customers are located in Grand Island, surrounding communities, and the Central Nebraska Region.

Total sales for WB's Family Fun Center are expected to achieve \$3,482,687 in revenues the first full year of operation. Conservative estimates of sales projections show a ten-percent increase in sales after years two and three, a five-percent increase in fixed expenses, and an adequate increase in earnings before interest, taxes, and depreciation to service the debt.

This market share projection will be achieved by offering wholesome family entertainment, an abundance of televised sporting events, quality food and beverages to all customers, combined with a reliable customer base and marketing program, the market share projection can be achieved. More detailed information is offered in the business plan below.

Statement of Purpose:

Lonnie Parsons and Gary Suhr are proposing an investment of \$1,800,000. He anticipates that use of a Commercial Loan in the amount of \$6,700,000. The loan will be repaid as depicted in the appendix, Cash Flow Projection, of this plan. This loan is needed in order to purchase land and build from the ground up a new Family Fun Center, purchase bowling center equipment, restaurant equipment, Arcade Equipment, Laser Tag Equipment, go-kart construction and equipment, Mini-golf construction, technology equipment, inventory, appliances, and to acquire employees.

Business Description

Historically, most bowling centers catered to blue collar, league and tournament-oriented customer base. Now family fun centers are repositioning and rebranding itself to appeal to a more diversified, younger upscale clientele which seeks an enjoyable entertainment experience in a well-appointed facility, a broader array of product offerings and a high-quality food and beverage operation. This is where WB's Family Fun Center will make great strides to break into the local market.

Management/Staffing

WB's Family Fun Center is a new business venture based in Grand Island, Nebraska that will be located at 3400 South Locust Street in a high trafficked area of the city centralized in the major retail and shopping area. Through a cooperative partnership, K & L Enterprises Inc. which is made up of Lonnie Parsons, his wife Kelly, Gary Suhr, and his wife Chris will serve as partners in this venture as the owners and managers. The Family Fun Center will be a great entertainment hotspot in the Grand Island Community. It will combine the endless entertainment opportunities of a bowling, arcade, laser tag, go-karts, mini-golf along with the excitement of a premier sports themed restaurant. The newly constructed 55,000 sq.ft facility will undergo a major transformation to bring this project in the direction they expect the business to go. It will include 18 lanes of bowling, 6 lanes of corporate bowling, large arcade, laser tag, mini-golf, go-karts, bumper cars, lighting, equipment, monitors, televisions, ceiling, bar will have refitted with restaurant equipment, community room addition, paint, carpet, electrical, plumbing, roof, parking lot, and HVAC.

Restaurant

WB's Family Fun Center will strive to be the premier Family Fun Center in Grand Island and Central Nebraska. Their goal is to be a step ahead of all competition in the region. They want their customers to have more fun during their leisure time while also providing a safe place for the areas youth. The sports themed restaurant will provide a variety of menu options and more televisions with more sporting events than anywhere else in the region. WB's Family Fun Center will provide state-of-the-art table-top audio control at each table so the customer can listen to the selected program of his or her choice without interference from background noise. Their unique combination of menu selections, atmosphere, ambiance, and dining/entertainment experience will build a regular customer base made of sports enthusiast and family dining.

The restaurant will be able to hold a capacity of approximately 125 seats which is optimal for large sporting events. Their menu will contain sever choices for gourmet burgers with the build-your-own-burger option, 12 different high-quality wet and dry Buffalo wings, decadent sandwiches, and Prime Rib specials on the weekends. The will have on hand 8 different brew pub style beers, with the regular domestic choices, and a variety of mixed drinks and specials.

WB's Family Fun Center want their customers to have a new and exciting casual themed dining experience. K & L Enterprises Inc. will create an inviting atmosphere that will appeal to sports fans, customers of all ages and families alike. The restaurant will offer elements of the quick casual and casual dining restaurant concepts featuring a flexible service model that allows their guests to choose among convenient dining options such as quick counter service, dining table service or a take-out/delivery possibility.

Their succulent menu options, inviting atmosphere, and beverage selections, combined with their plethora of special events and entertainment, will drive guest visits and loyalty.

Fun Center

The fun center will consist of 22 high-end synthetic bowling lanes that can be optimized for all types of bowling such as regular games and cosmic style bowling. The fun center enhancement project will be transformed with the assistance of AMF world class bowling equipment a worldwide leader in the bowling industry for decades. The project will include an upgraded appearance throughout the bowling center, synthetic lanes, automated gutter bumpers, new scoring system thru AMF scoring to enhance marketing and bowling interaction, new ball returns, comfortable sofas and custom tables, management and secretarial computer system and specialized training. With their assistance, WB's Family Fun Center will provide to customers a fashionable, high class bowling experience. This will also improve revenues by bringing in new customers and allowing them to become the foremost bowling center in Central Nebraska.

In addition to the bowling center project, they will also be adding a large arcade, laser tag, bumper cars, mini-golf and go karts to allow families and the area youth to have multiple entertainment options. In conjunction with the normal bowling operations and league bowling, WB's Family Fun Center will host several bowling events throughout the year to appeal to a wider base of customers. Some of the events that will be hosted will be for birthday parties, post-graduation, post-prom, Christmas parties, corporate parties, last day of school bowling, jackpot bowling, tournaments, cosmic bowling, \$1 bowling nights, and rent-a-lane.

Meeting Rooms

WB's Family Fun Center will build a much needed community space during their construction. Their public or community space will act as a gathering spot within their area that will help promote additional social interaction and a sense of community within their business. This space will allow it to be a unique venue for business meetings, receptions, banquets, and parties within an entertainment setting giving participants a more relaxed and pleasurable atmosphere. Not only will the space help boost potential bowlers and restaurant-goers but it will support community involvement.

WB's Family Fun Center will offer catering to the special groups that lease out the space for events. They will also assemble table, chairs, table ware, and linens for each event. The room will be approximately 2,000 square feet in size, holding about 200 seats that can be divided into two rooms, will be equipped with state-of-the-art audio and visual equipment for every type of use.

Products/Distributors

WB's Family Fun Center want to establish their brand through coordinated marketing efforts and operational execution that ensures brand recognition and the quality and consistency of their concept. These efforts include marketing programs and advertising to support their restaurant. The concept can be further strengthened by their emphasis on operational excellence supported by stringent operating guidelines and comprehensive employee training. The restaurant will acquire all required licensure needed to provide food and alcoholic beverages.

The key food and beverage suppliers for the business will be up for bids. These suppliers supply the similar products and goods so the restaurant manager will choose which vendor to do business with. The restaurant will select with the supplier that provides us a store credit, has

exceptional delivery times, and has the best overall prices. The will get the office supplies from Office Max or Staples. The rest of the restaurant supplies (pots, pans, silverware, cooking utensils) will come from a distributor that is open for bids at this point.

Markets and Competition

In a study conducted by Hansell & Associates, Inc. of the bowling industry, they reported that the bowling industry currently is enjoying a period of unprecedented popularity, financial stability and positive change. By apply new technology, broadening its customers focus and offering a diversity of entertainment options, bowling has been able to tap into the country's renewed emphasis on family activities and traditional values. As a result, bowling now is the nation's number one participatory sport.

Throughout 2010 thru 2014, most centers reported that their operating revenues and margins were up, stable or down only slightly, while in 2014 most centers ran ahead of the prior year, according to recent national studies.

WB's Family Fun Center anticipate they will appeal to a broad base of customers in and around the area. They expect to be frequented by all types of patrons in both Grand Island and the surrounding communities. The restaurant will be the driving force of the business while the Fun Center and community space will provide space and entertainment for all types of functions such as business meetings, banquets, receptions, parties and more. The established location selection for the business contains ideal characteristics to support the fun center and restaurant such as ample parking, centralized location, visibility, and upgraded facilities. Great food, plenty of space, a variety of entertainment, and modest prices will appeal to all income types in the area.

Grand Island is great for tourism so a local restaurant should prove to be a good business venture. The family fun center will need to serve several market sectors. It will have a family atmosphere as well as to cater to the sports enthusiast. The restaurant will have a lunch menu, dinner menu, and the bar menu. The restaurant will also have weekly happy hour

drink specials along with lunch and dinner specials. WB's Family Fun Center will also appeal to a large portion of league bowlers which will be considerable revenues for the bowling center.

Restaurant Trends

The growth trends for the bar and grill restaurant industry are forecast to advance 3.6% in 2014. Analyst predict that the U.S. Restaurant Industry which created, on average, about 270,000 new jobs per year during the last 10 years is on track to add 1.8 million new jobs during the next 10 years. On a typical day, the industry will post average sales of \$1.3 billion.

The industry trends to watch: Greater use of technology and worker training as a means to boost productivity and efficiency; continued increased focus on healthy lifestyles and restaurants providing customers with choices and customization; and increased upgrades and improvements in decor and becoming environmentally friendly.

The sports themed restaurant will have to serve several market sectors. They will provide a family atmosphere as well as cater to the sports enthusiast. The restaurant will serve multiple uses; for example, workday lunch, dinner with the family, or watching the big game each having its own dining experience. No matter where you sit there will still be TV's so you can watch sporting events.

Family Fun Center Trends

Bowling currently is well-positioned to take advantage of a number of trends and developments within society as a whole. After a decade of seeking refuge in their homes, Americans are venturing out for entertainment and recreation, triggering a boom in sales in away-from-home products, services and activities. Current trends impacting bowling include convenience. As a reasonably-priced recreation activity located close to home, bowling appeals to consumers who want a hassle-free, easily-accessible fun experience. Bowling fits comfortably within the current renewed emphasis on family activities and traditional values.

Current trends impacting bowling also include Consumer Spending Habits. Higher socio-economic households now represent an increasing majority of customers for location-based entertainment facilities, particularly those like bowling which provide a significant social component. This trend is enabling most bowling centers to rely less upon their traditional blue collar customer base and focus their marketing on a more reliable and rewarding up-scale clientele.

People are social animals, and family fun centers offer an escape from the loneliness inherent in much of today's lifestyles by providing convenient and hospitable sites for socializing with family, friends and business associates.

Over the past 10 to 15 years, as the industry modernized its business practices and continued to strengthen its financial viability, the number of defaults, failures and bankruptcies by bowling centers has been well below the average for small businesses generally. For example, in the 10-year period ending September 30, 2012, the SBA default rate on bowling loans was 17%, putting bowling into the top three-quarters of all industries in the country, and its charge-

off rate was only 1.23%, ranking bowling in the highly-coveted 11th percentile of all industries receiving at least 100 loans during that period.

Similarly, in 2011, the most recent data available, the RMA Expected Default Frequency for bowling centers was only 1.80% while Moody's EDF percentage for that year was 8.73%. Both RMA and Moody's show a declining default rate over the previous three years, which supports bowling's standing as a healthy industry gaining financial strength. In fact, the industry's recent growth, inherent stability and renewed vigor have created a favorable lending climate for centers all over the country. In addition, based on the latest information released by the SBA, bowling ranked in the top 11% of all industries nationally for lowest losses on SBA-guaranteed loans.

Because the industry has experienced very few losses of any significance in recent years, property and casualty insurance coverage is readily available at competitive prices. The unique league structure of bowling enhances the industry's appeal as a business. In most centers, about 35% to 40% of revenues are guaranteed by league contracts which reserve lanes for specific time periods each week over an eight-to-nine-month season.

Family Fun Centers produce additional revenues from other amenities such as sales of alcoholic beverages, bowling-shoe rentals, food facilities, pro shops, billiards, vending machines, video games, and of increasing importance in recent years, a wide range of other entertainment activities.

Bowling is a cash business with no receivables. Because of the strong cash flow, a bowling business needs little working capital, and funds tied up in inventories are minimal. Bowling centers have excellent operating leverage; once basic expenses are covered, an unusually large percentage of each additional dollar of revenue flows through to the bottom line.

A bowling center runs little risk of functional obsolescence; the design and function of the major components of a center rarely change, and modest ongoing expenditures in decor and appearance can keep a facility fresh and modern for many years. With proper maintenance, the basic equipment normally will function efficiently for well over 20 years.

Bowling potentially appeals to virtually all segments of this country's demographic base. A highly-social activity, it is enjoyed by people of all ages, physical abilities and skill levels. Families, employee organizations and other groups frequently bowl together for fun, fitness and friendly competition. The industry benefits from this country's expanding desire for wholesome recreation and, particularly as more bowling centers diversify by adding ancillary activities for family-fun participatory activities.

Competition

The nostalgic and reparable location for WB's Family Fun Center is a key component of this venture. With the new ownership and branding it will drive old and new customers to the location curious to see the changes and upgrades. There is no other Family Fun Centers located on the south end of Grand Island which possesses high returns on the investment.

The majority of restaurants within the immediate proximity to their location are comprised of a mixture of fast food establishments and casual dining venues but none with the offerings that WB's Family Fun Center will have. WB's Family Fun Center will have similar characteristics to a franchise restaurant such as a Buffalo Wild Wings (BW's) which has a reputation for successful business practices and large market for sports themed restaurants.

There are many small restaurants in the area but none with the entertaining possibilities as WB's Family Fun Center. The current restaurants located in Grand Island offer a casual dining experience but lack the amount of leisure opportunities. Some strengths for the business have

been identified as there is no other bowling centers in the area, location has recognition, offers a full menu and bar selection, market is anyone that would like to watch sports in a bar or restaurant atmosphere or bowl, will utilize TV and radio commercials to communicate to their markets, offers high quality audio and video equipment for their customer viewing and listening pleasures, family friendly atmosphere, and entertainment for families, youth, and young professionals.

The top competitor will be Uncle Ed's Steakhouse, Pam's Pub & Grub and Denny's within the immediate area. WE will differentiate ourselves from the rest of the local sectors by offering a wider variety of entertainment, specials, full menu selection, close to home atmosphere, more television with state-of-the-art table top video/audio controls and a dining experience free from stress.

Other competitors are McDonalds, Subway, Burger King, Taco Bell, KFC and Wendy's. While these are not direct competitors of WB's Family Fun Center because of the different market niche that they operate in, these companies still compete for the same market share of individuals dinning out. And all the fast food companies are within the same geographic area.

Management and Organizational Plan

Lonnie & Kelly Parsons and Gary & Chris Suhr are the principle(s) in this venture. Combined, they possess 50 years of knowledge and experience in owning and operation successful businesses with reputable reputations.

Management

Gary was brought up in a family grocery store where he learned extensive knowledge about the industry and owning a business. He has been in business operations for nearly 35 years. His wife Chris has previous experience as a waitress, server, baking, and bookkeeping for the past 30 years.

Lonnie possess a vast amount of proficiencies and understanding with his experience in the construction/contracting industry, service as a fire fighter/paramedic, and businesses he has owned and operated as an entrepreneur. His wife Kelly has involvement in the banking sector and previous business as well. Lonnie and Kelly will assume the role as the bookkeeper and will be in charge of the books and operational expenses.

WB's Family Fun Center will institute sound operating principles by which to conduct the day to day operations for the establishment. Policies systems and procedures will be adopted and documented along with the assistance of a POS (Point of Sale) database and the previous experience of the management team. The database will provide the team with valuable, up to date resources that includes tools, business management, menu promotion, staffing and much more as their integrated systems associate.

Employees

WB's Family Fun Center are expected to employ approximately 52 employees for in various positions around the facility. Each position is important and plays a vital role in the business such as cleanliness, customer service, quality products/service, operations efficiency, and more. These positions include two Managers, two assistant Managers to oversee operations, line cooks, prep cooks, hostesses, waitresses, bartenders, Fun Center techs, and maintenance. Their wages will range from hourly rates to salary rates based on position and experience. A thorough training program will be implemented for all positions within the restaurant and all employees will learn how to operate a successful restaurant and bowling center. Newly hired personnel will be instructed in customer service, safety and health law in addition to their functions for their respective positions. Servers will undergo an in house Alcohol Management Program that teaches responsible alcohol service based off of the mandate from the State of Nebraska.

The Managers duties will be to oversee the daily operations of restaurants, inventory and ordering of food, equipment, and supplies and arrange for the routine maintenance and upkeep of the restaurant, its equipment, and facilities. The manager will take an annual salary of \$40,000. There will also be two assistant Manager for the fun center and their duties will be similar and to oversee the personal when the manager is not available.

There will be a total of eight cooks each scheduled to work at least thirty-two hours a week. They will have scheduled shifts and get paid \$11 per hour. There will be six hostesses/bartenders, who will be able to do both duties. They will be able to get thirty-two plus hours a week if they desire. They will get paid \$6.00/\$5.00 per hour and also receive tips. There

will be twenty servers on staff. They will also have to clean the tables as well as wait on customers. There will be some part time positions and full time positions. They will get paid \$4.00 per hour plus tips, 2 maintenances personal at \$15.00 an hour full time, party coordinator at \$35,000.00 per year with office and fun center techs at \$10.00 per hour.

Organizational Plan

To help save on insurance cost and claims top management will stress safety, stress safety, and stress more safety. Safety starts with the hiring process. The company will be thorough in efforts to screen employees and will consider pre-employment drug tests. This should reduce on-the-job accidents that lead to insurance claims.

The insurances that the restaurant will need to acquire will be workman's compensation, property & liability, liquor liability, and health insurance. Workman's compensation covers employees in case of harm attributed to the workplace. The property and liability insurance protects the building from theft, fire, natural disasters, and being sued by a third party. Liquor liability insurance provides coverage for bodily injury or property damage for which the insured may be held liable for contributing intoxication to any person. The company will need liquor liability insurance before liquor licenses is granted. Employee health insurance will be explored at a later date.

Employees will be trained not only in their specific operational duties but in the philosophy and applications of the business's concept. They will receive extensive information from the managers and be kept informed of the latest information on healthy eating. For process and benchmarking a big emphasis is being placed on extensive research into the quality and integrity of our products. They will constantly be tested for our own high standards of freshness

and purity. Food costs and inventory control will be handled by their computer system and checked daily by management.

The company will need to get numerous licenses to operate. They include: A food service license is required with your local health department, a sales tax license is required through the Nebraska Department of Treasury, liquor licenses filed through the Liquor Control Commission of the Nebraska State Patrol. If tobacco products are sold at the business, they will have to contact the appropriate agency to obtain permits and licensure.

The inventory management and order taking and processing will all be done electronically located throughout the restaurant and bar area. The software for the business will be premiere restaurant software. This software can be altered to the business's needs. The software will include a point of sale menu, inventory control analysis, credit card sales, bar and quick serve menu, office management, and much more.

WB's Family Fun Center will provide ongoing training programs to assist with customer service and quality control. The training will include preparation of menu items, quality and food portion control, beverage and inventory management, using the software, cleanliness, organization and sanitation standards, marketing and public relations.

The facility size of the business has the capacity of 125 people in the restaurant and 200 people in the community room which holds adequate space for big sporting events This will allow them to pack them in, or would give them space to spread out.

While benchmarking they will compare their business to a larger business in a larger geographic area, mainly larger franchises such as Applebee's. The business will measure and compare the number of guests per day, number of meals and drinks served, cost of supplies, and

the waste percentage. With all these methods in place, WB's Family Fun Center should be able to be the premiere sports grill in Central Nebraska.

Advertising and Promotion

WB's Family Fun Center target market is based on serving the Family's, sports enthusiast, the professional, tourism, youth, as well as families dining out. They want a variety of customers and will make sure everybody can enjoy the bowling and sports themed restaurant experience.

Advertising

WB's Family Fun Center will plan to utilize a grand opening on June 15, 2017. The opening date will be a couple weeks before the grand opening and this will allow the employees to become familiar with the operations and customer interaction. The grand opening will be advertised in the local papers and on the radio. Once the newness of the restaurant has subsided, WB's Family Fun Center will pursue an ongoing marketing campaign targeted at the local market.

Marketing flyers will be created as an informal sales tool for customers and sports enthusiasts. These brochures will give a detailed analysis of specials, events, products and service formation. Additionally, these brochures will be used to assist their sales driving force within the community and could be used as direct mail follow up.

A large portion of their marketing and advertising campaign has been achieved through social media. They will continue to actively pursue a sector of their business through Facebook and blogging about their services. The utilization of this type of social media to promote and to

give their current supporters and future consumer's details of specials and promotions will be a major persuasion marketing factor.

WB's Family Fun Center will develop a website which also plays a vital role in their marketing efforts. The website is important to reach customers and serve as a comprehensive resource for existing and potential customers. The website contains company information, product and service overview, specials, promotions, and upcoming events.

Advertising will consist of wall posters advertising specials and menu items, outdoor message board changed weekly or daily, grand opening celebration, and telephone book; the business will have a large advertisement in the local phone book.

Local Media markets will develop and provide direct mail flyers containing interior pictures of the restaurant, prices, "Theme Nights or events," and an explanation of their concept, radio campaigns with complete with live remotes in the parking lot. They will pick the top local stations with which to place our short and catchy ads. They will also make "live on the air" presentations of their food products to the disk jockeys, hoping to get the promotions broadcasted to the listening audience, newspaper campaigns placing several large ads throughout the month to explain their concept to the local area. Cable TV will be a possibility if they can secure favorable rates with enough frequency and a web page that will give internet users access to menus, daily specials, weekly promotions, and even placing pick up orders

WB's Family Fun Center marketing budget will be flexible. Being flexible in the marketing budget will let the advertisers adjust for different sporting events such as the Super Bowl, Stanley Cup, NBA finals, NASCAR events and the World Series. The marketing budget can be allocated in any way that best suits the time of year as long as there is always a flyer being distributed to the local papers.

To monitor how well their business is doing they will measure how well the advertising campaign is working. Customers can take random surveys of the establishment the restaurant and fun center. They would like to know is how the customers heard of the restaurant and how they like it. In order to get responses to the surveys there may possibly be discounts given to their order.

WB's Family Fun Center will be committed to maximizing their purchasing power by building lasting relationships with local vendors and companies that will benefit all areas of their business. They will work directly and closely with all related industry contacts to ensure their restaurant provides the highest quality products and merchandise at the best available prices. This will cover all aspects of their business from food & bar purchases to bowling and merchandise items, fixtures and equipment.

Financial Data

The company's current knowledge and future projections have produced an estimated cash flow statement on a monthly basis for the next three years.

The spreadsheet is made up of projected sales and expense figures using general industry data, private industry sources and the inputs of the owner.

The sales figures are achievable in the first 12 months. Projections are found in the appendix of this plan. The sales figures for year one are achievable by opening doors by early summer, with advertising and marketing campaigns will attract and increase new customers. The sales figures for the year two are achievable within the current facility if both renovations and the grand opening are completed as scheduled in time for summer play.

Assumptions

- Management / Human Resources

WB's Family Fun Center plans to employ 45 employees. The hours are 11:00 AM till Midnight, seven days per week. 11 FEC techs @ \$10.00/hr, 8 Cooks @ \$11/hr, 20 Servers @ \$4.00/hr, 6 Bartenders (they can also do other job duties) @ \$5.00/\$6.00/hr, 2 managers @ \$40,000, 2 Assistant Managers @ \$12.00/hr, 2 Maintenance Personnel @ \$15.00/hr, 1 Party Coordinator @ \$35,000 a year. Open 360 days / year.

- Operations

The operating expense for each month will include bank payment, supplier payment, utilities and insurance.

The bank payment will include cost of the new facility, all equipment, and other operating expenses.

- Marketing

There will be a marketing budget of \$15,000 per quarter. There will be extra marketing money for the grand opening celebration.

The amount of the financing needed from the bank will be approximately \$8,900,000. This will be repaid over the next 15-20 years at \$15,000-\$17,000 per month.

Investment and Use of Funds

The investment requirement to fully fund the working capital, construction cost, equipment, inventory and to hire employees for the business, for WB's Family Fun Center is \$8,900,000.

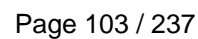
SOURCES OF FUNDS:

- Commercial Financing - \$5,200,000
- Owners contributions - \$800,000.00
- TIF Financing - \$

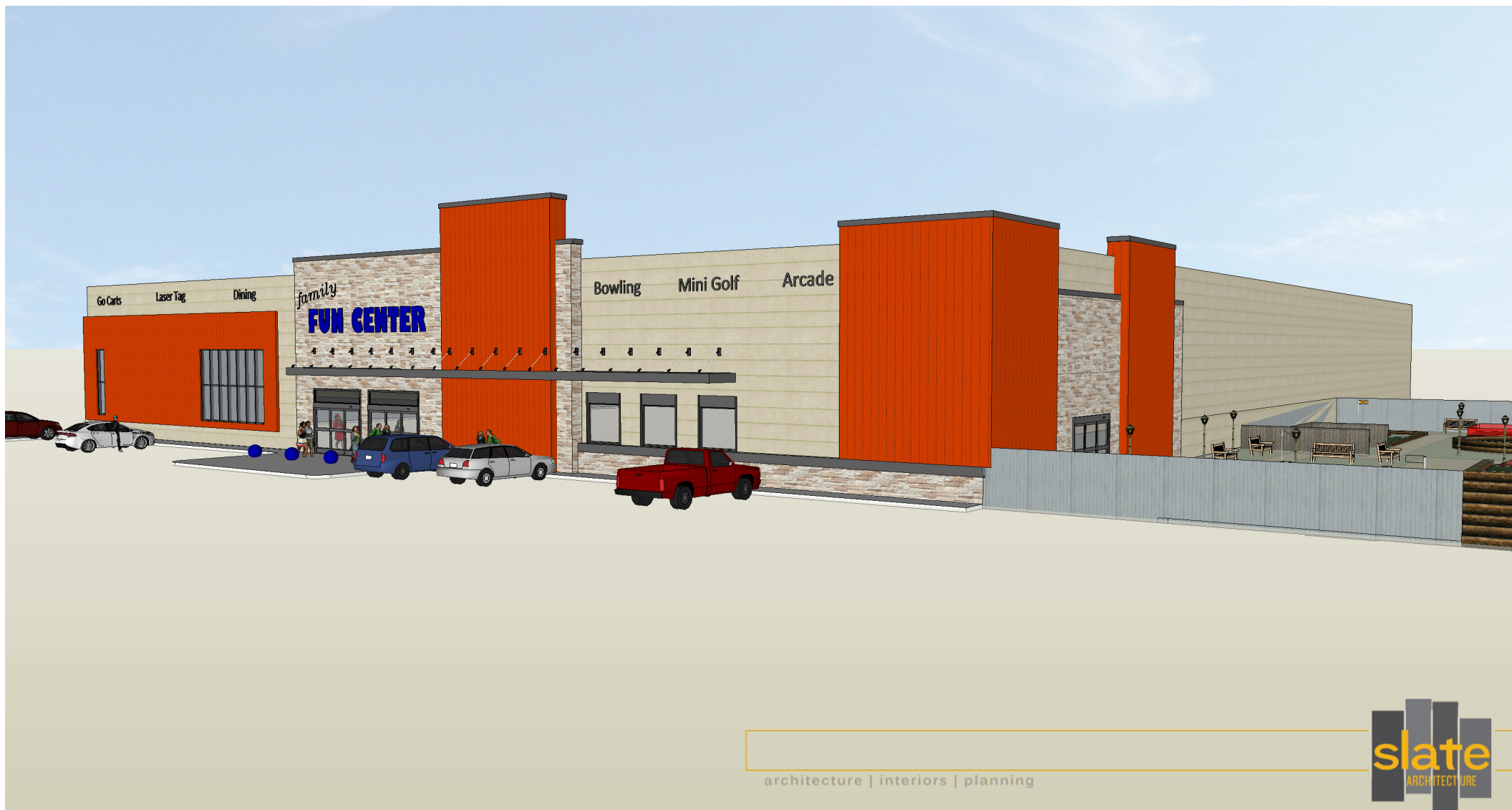
USE OF FUNDS:

See attachments

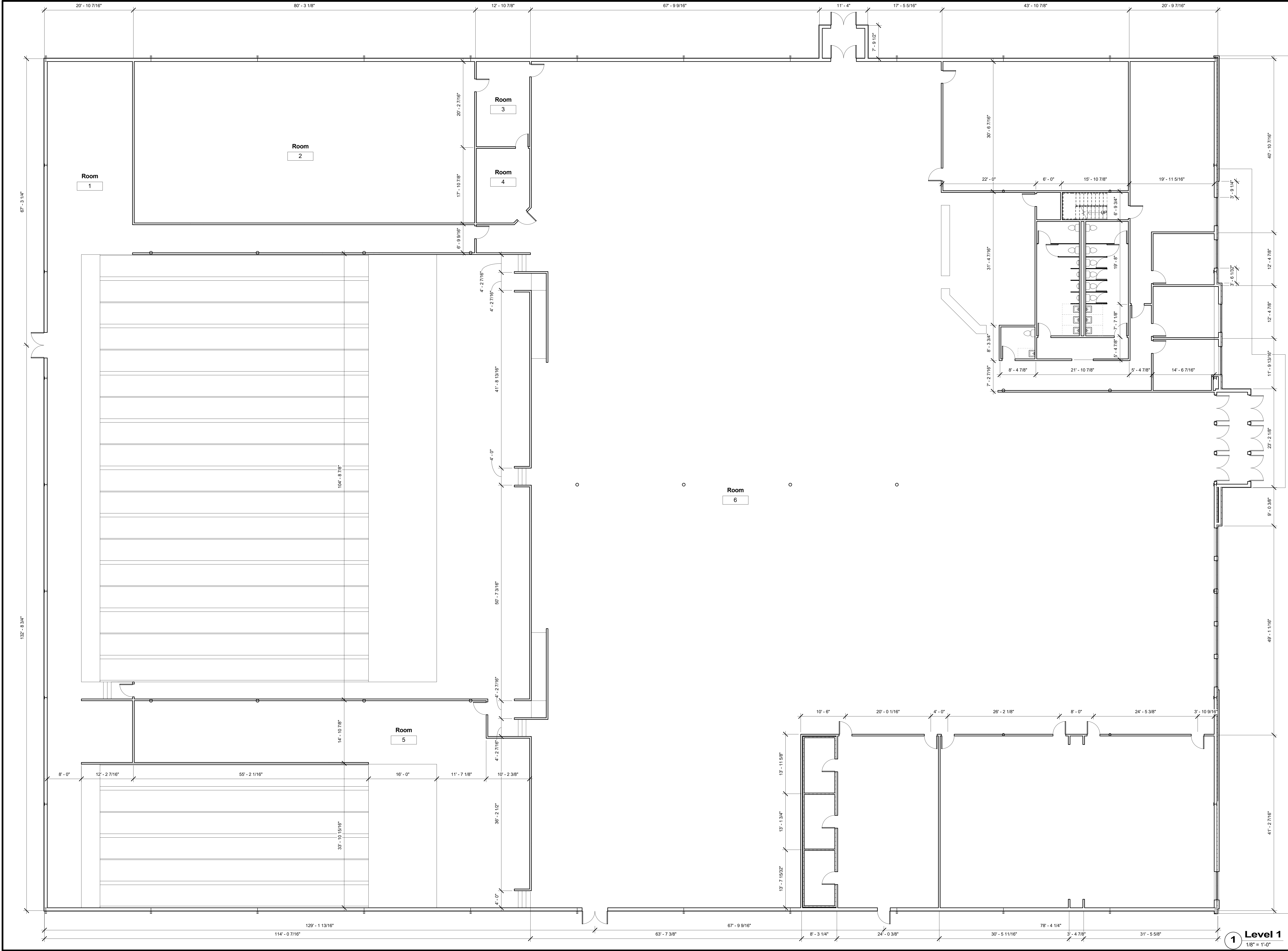
Appendix











Joseph R. Hewgley & Associates, Inc.
702 South Bailey • North Platte, Ne. 69103
Phone: 308/734-4983 • Fax: 308/734-4944

SCHEMATIC DESIGN

GRAND ISLAND FUN CENTER

for

PROJECT #: 3-11-2011
DATE: 3-8-2011
DRAWN: Author

DATE	DESCRIPTION

© 2016 COPYRIGHT
JOSEPH R. HEWGLEY &
ASSOCIATES, Inc.

MEMBER
AMERICAN
INSTITUTE
of ARCHITECTS

1 Level 1

1/8" = 1'-0"

A003

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

RESOLUTION NO. 217

**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

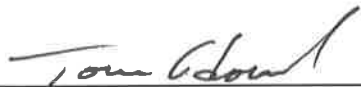
WHEREAS, the Authority is required by Section 18-2112 of the Act to submit said to the planning board having jurisdiction of the area proposed for redevelopment for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska;

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 9th day of June, 2016.

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

By 
Chairperson

ATTEST:


Secretary

Wild Bills Fun Center

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

RESOLUTION NO. 218

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 2, from Wild Bills, (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 2;

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 8th day of June, 2016.

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

By Tom Abund
Chairperson

ATTEST:

Chia
Secretary

Wild Bills Fun Center

Resolution Number 2016-06

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: July 6, 2016.

HALL COUNTY REGIONAL PLANNING
COMMISSION

ATTEST:

By:
Chair



By:

Leslie E. Ruge
Secretary

Wild Bill's



City of Grand Island

Tuesday, July 26, 2016

Council Session

Item F-1

#9591 - Consideration of Vacation of Drainage Easement in Vanosdall Second Subdivision (Wayne Vanosdall Sanitation Service, Inc.)

Staff Contact: John Collins PE - Public Works Director

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: July 26, 2016

Subject: Consideration of Vacation of Drainage Easement in Vanosdall Second Subdivision (Wayne Vanosdall Sanitation Service, Inc.)

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

Background

A drainage easement agreement executed by the property owner of 3100A South Locust Street and the City of Grand Island was filed with Hall County Register of Deeds on January 5, 1999, as Document No. 99-100091. This drainage easement is no longer needed with the redevelopment of such property.

Discussion

The property owner, Wayne Vanosdall Sanitation Service, Inc. is requesting to vacate such dedicated drainage easement within Vanosdall Second Subdivision. There are no utilities currently within this easement that will be affected by the vacation. The attached sketch details the referenced easement to be vacated.

Alternatives

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

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

Recommendation

City Administration recommends that the Council pass an ordinance vacating the drainage easement located in Vansodall Second Subdivision.

Sample Motion

Move to pass an ordinance vacating the easement.

ORDINANCE NO. 9591

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

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

SECTION 1. That existing drainage easement located in Vanosdall Second Subdivision, in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

COMMENCING AT THE NORTHWEST CORNER OF LOT THREE (3), VANOSDALL SECOND SUBDIVISION, SAID POITN ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°17'54"E, ALONG THE NORTH LINE OF SAID LOT THREE (3), A DISTANCE OF 513.16 FEET; THENCE N61°29'44"E, ALONG THE NORTHERLY LINE OF SAID LOT THREE (3), ADISTANCE OF 239.86 FEET; THENCE S17°27'00"E, ALONG THE EASTERLY LINE OF SAID LOT THREE (3), A DISTANCE OF 131.47 FEET; THENCE N89°38'58"W A DISTANCE OF 763.34 FEET TO THE POINT OF BEGINNING. SAID EASEEMNT VACATE CONTAINS A CALCUALTED AREA OF 19,071.25 SQUARE FEET OR 0.438 ACRES MORE OR LESS

is hereby vacated. Such easement to be vacated is shown and more particularly described on Easement Vacation Exhibit 1 attached hereto.

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

Approved as to Form	▣ _____
July 22, 2016	▣ City Attorney

ORDINANCE NO. 9591 (Cont.)

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

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

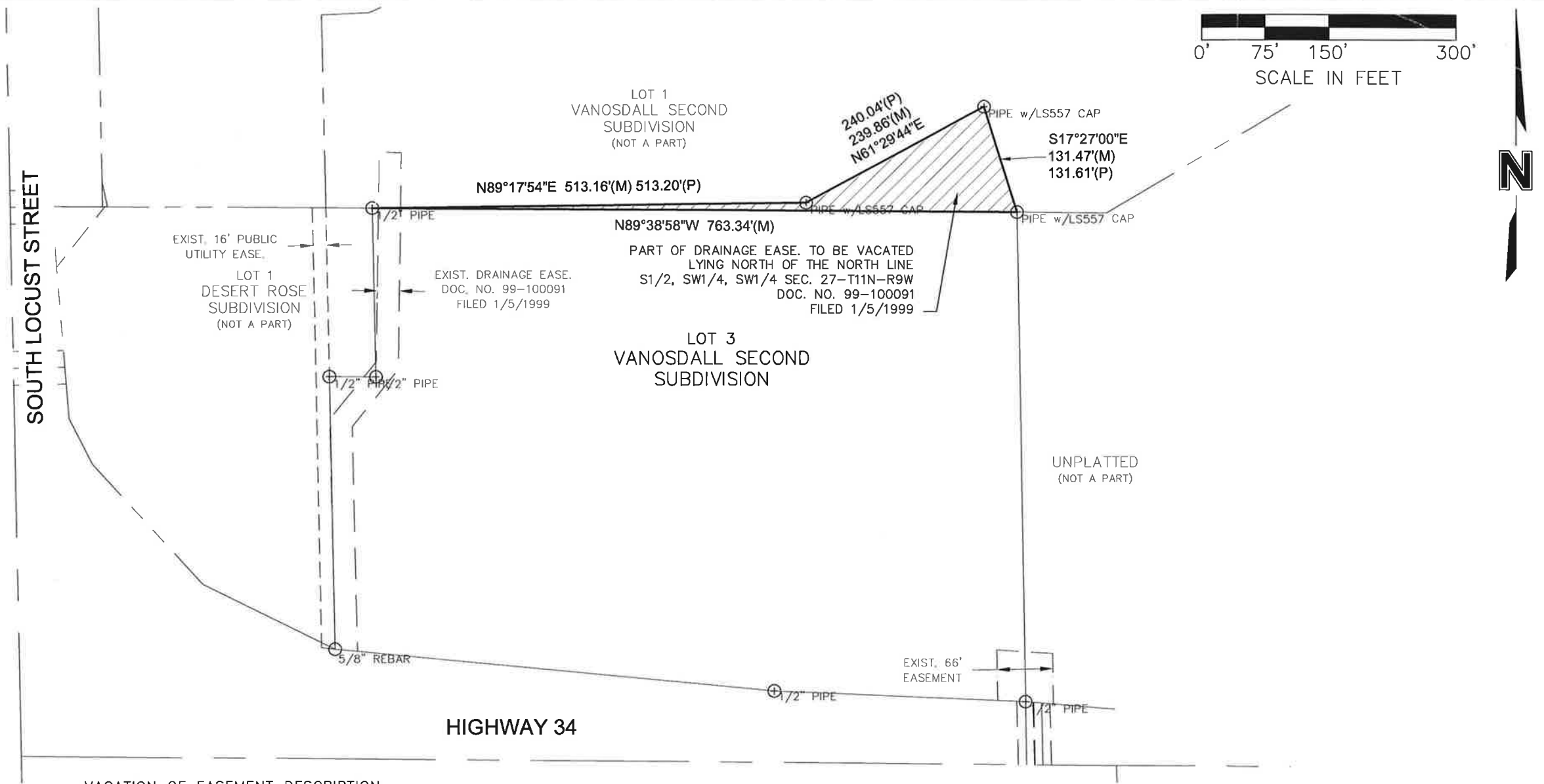
Enacted: July 26, 2016

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

DWG: F:\2016\0001-0500\016-0218\40-Design\Survey\SRV\Sheets\V_ESM_6021B.dwg
DATE: Apr 20, 2016 4:01pm
XREFS: V_XTP0_2016-0218
TOPO-WLMRTSOUTH
USER: jramirez
BASE-WLMRTSOUTH
BASE-UTILITIES



VACATION OF EASEMENT DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE LOT 3, VANOSDALL SECOND SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 3, VANOSDALL SECOND SUBDIVISION, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF N89°17'54"E, ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 513.16 FEET; THENCE N61°29'44"E, ALONG THE NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 239.86 FEET; THENCE S17°27'00"E, ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 131.47 FEET; THENCE N89°38'58"W A DISTANCE OF 763.34 FEET TO THE POINT OF BEGINNING. SAID EASEMENT VACATE CONTAINS A CALCULATED AREA OF 19,071.25 SQUARE FEET OR 0.438 ACRES MORE OR LESS.

PROJECT NO: 2016-0218	VACATION OF EASEMENT	 201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752	EXHIBIT 1
DRAWN BY: JMR			
DATE: 04.20.2016			



City of Grand Island

Tuesday, July 26, 2016

Council Session

Item F-2

#9592 - Consideration of Vacation of Montana Avenue and Utility/Drainage Easements; West of North Road, South of Nebraska Highway 2

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: July 26, 2016

Subject: Consideration of Vacation of Montana Avenue and Utility/Drainage Easements; West of North Road, South of Nebraska Highway 2

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

Background

Montana Avenue was dedicated with the Northview Sixth Subdivision plat and filed as Instrument No. 0200706618 on August 2, 2007, while the Utility/Drainage easements were dedicated with Northview Second Subdivision and filed as Instrument No. 200600967 on February 3, 2006 with the Hall County Register of Deeds.

Discussion

The property owner is requesting vacation of Montana Avenue, as well as the utility/drainage easements to allow for a replat of this area. Such vacations will allow for Lot 1 of Northview Sixth Subdivision and the unplatted area addressed as 3010 North North Road to become one large lot. A sketch is attached to detail the proposed vacations.

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 vacating Montana Avenue and Utility/Drainage easements; west of North Road, South of Nebraska Highway 2 as requested.

Sample Motion

Move to approve the ordinance.

• THIS SPACE RESERVED FOR REGISTER OF DEEDS •

ORDINANCE NO. 9592

An ordinance to vacate an existing right of way and easements and to provide for filing this ordinance in the office of the Register of Deeds of Hall County; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That an existing right of way of Montana Avenue and Utility/Drainage easements, more particularly described as follows:

COMMENCING AT THE NORTHEAST CORNER OF LOT 3, NORTHVIEW SEVENTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°22'16"E, ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH ROAD, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; THENCE N89°05'09"W A DISTANCE OF 176.39 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, HAVING A DELTA ANGLE OF 47°55'08", A RADIUS OF 180.00 FEET, AND CHORD BEARING OF N65°07'36"W A CHORD DISTANCE OF 146.19 FEET; THENCE N41°10'02"W A DISTANCE OF 37.53 FEET; THENCE N48°49'58"E A DISTANCE OF 60.00 FEET; THENCE S41°10'02"E A DISTANCE OF 37.53 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A DELTA ANGLE OF 47°55'08", A RADIUS OF 120.00 FEET, AND A CHORD BEARING OF S65°07'35"E A CHORD DISTANCE OF 97.46 FEET; THENCE S89°05'09"E A DISTANCE OF 175.82 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF NORTH ROAD; THENCE S00°22'16"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 20,345.37 SQUARE FEET OR 0.467 ACRES MORE OR LESS.

SECTION 2. The title to the property vacated by Section 1 of this Ordinance shall revert to the abutting properties.

Approved as to Form	▣ _____
July 22, 2016	▣ City Attorney

ORDINANCE NO. 9592 (Cont.)

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

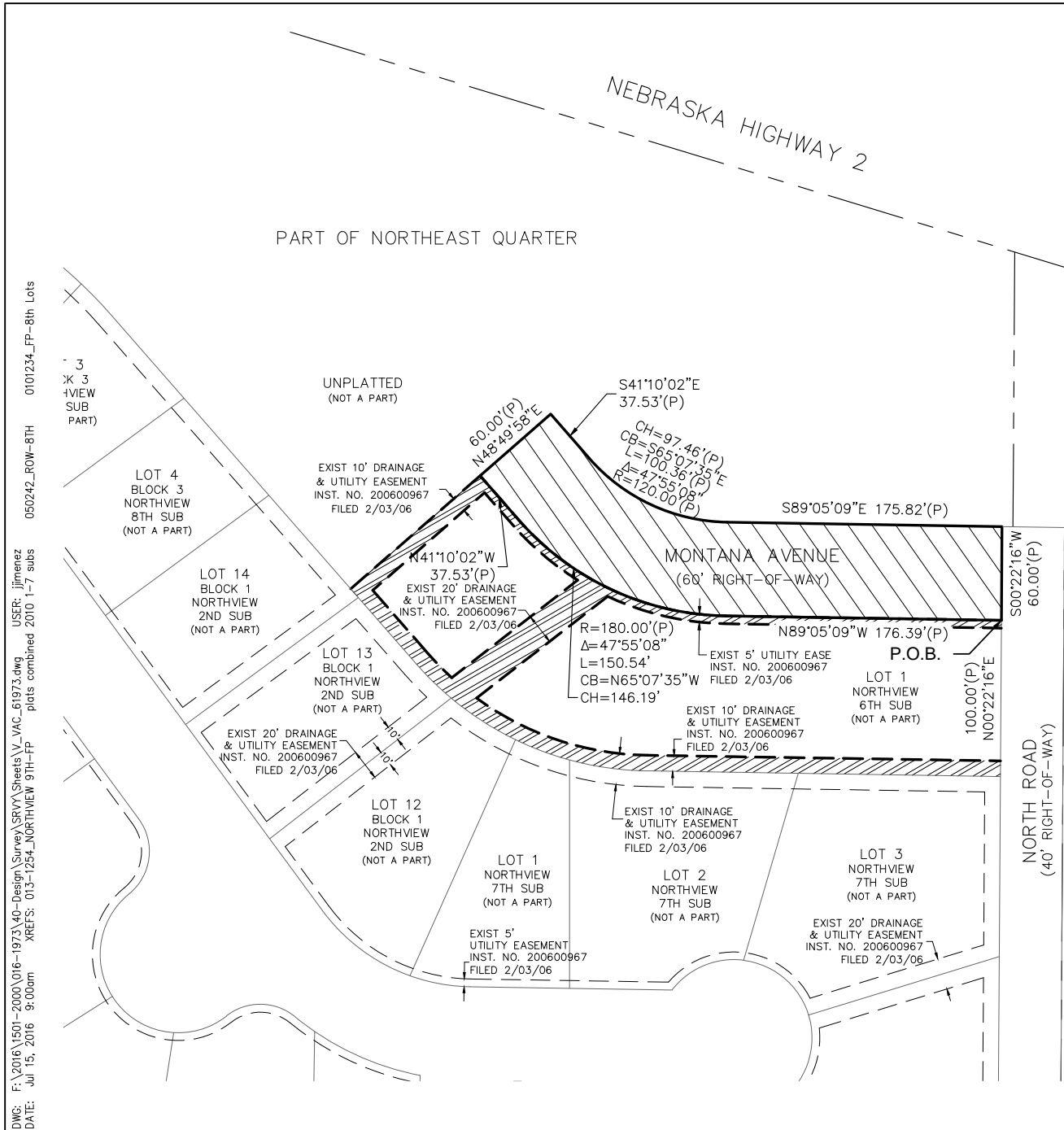
SECTION 4. This ordinance shall be in force and take effect from and after its passage and publication, without the plate, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: July 26, 2016.

Jeremy L. Jensen, Mayor

Attest:

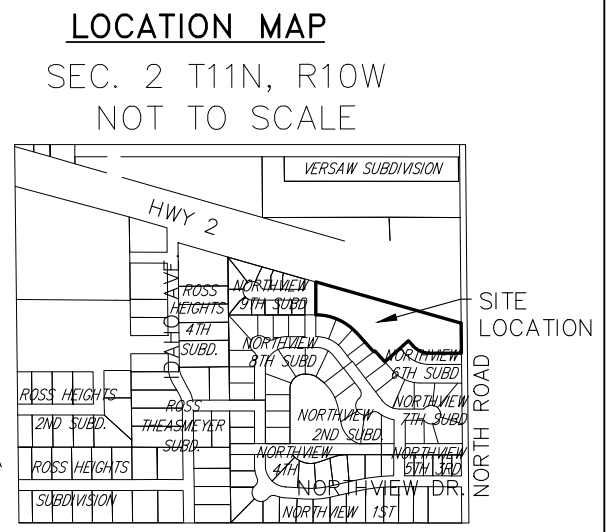
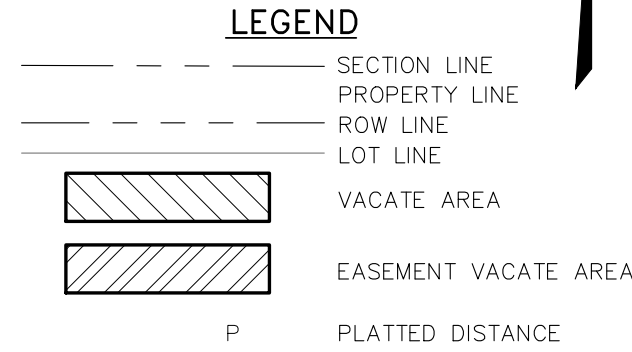
RaNae Edwards, City Clerk



VACATE DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWO (2), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 3, NORTHVIEW SEVENTH SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°22'16"E, ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH ROAD, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; THENCE N89°05'09"W A DISTANCE OF 176.39 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, HAVING A DELTA ANGLE OF 47°55'08", A RADIUS OF 180.00 FEET, AND CHORD BEARING OF N65°07'36"W A CHORD DISTANCE OF 146.19 FEET; THENCE N41°10'02"W A DISTANCE OF 37.53 FEET; THENCE N48°49'58"E A DISTANCE OF 60.00 FEET; THENCE S41°10'02"E A DISTANCE OF 37.53 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, HAVING A DELTA ANGLE OF 47°55'08", A RADIUS OF 120.00 FEET, AND A CHORD BEARING OF S65°07'35"E A CHORD DISTANCE OF 97.46 FEET; THENCE S89°05'09"E A DISTANCE OF 175.82 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF NORTH ROAD; THENCE S00°22'16"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 20,345.37 SQUARE FEET OR 0.467 ACRES MORE OR LESS.





City of Grand Island

Tuesday, July 26, 2016

Council Session

Item F-3

#9593 - Consideration of Amending Chapter 23-21 of the Grand Island City Code Relative to the Telephone Occupation Tax

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Emergency Management Director

Meeting: July 26, 2016

Subject: Emergency Management/911 Facility

Presenter(s): Jon Rosenlund, Emergency Management Director

Background

The City Council requested the Emergency Management Interlocal Committee to reconvene and make a recommendation for a new facility and a method of payment for that facility. It is recommended to increase the telephone occupation tax by Ordinance from 3% to 5% in order to finance this construction in a 20 year bond for the construction of that facility.

Discussion

In May, the Emergency Management Department was instructed to reconvene the Emergency Management Interlocal Committee and obtain a single recommendation for the type of emergency management/911 communications facility and propose a method of paying for that facility.

At that meeting, the Interlocal Committee recommended that a full-scale center for both the 911 Center and the Emergency Operations Center be constructed at Fire Station #1. It was also the consensus of the Committee that the City should be the sole owner of that facility.

The proposed full-scale facility located at the Fire Station #1 is estimated to cost approximately \$3.1 million. City Finance estimates that a 20 year bond would cost approximately \$210,000 per year. It is recommended to increase the City occupational tax on telephones by an additional 2%, which is estimated to generate an additional \$330,000 in revenue. This 2% increase would be designated for the expressed purpose of payment of the construction bond as well as other Public Safety capital expenditures in the future. The 2% increase is scheduled to sunset at the end of the 20 year bond term.

Alternatives

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

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

Recommendation

City Administration recommends that the Council adopt this proposed ordinance to amend Chapter 23, Article III, Section 23-21 of the Grand Island City Code.

Sample Motion

Move to approve the ordinance.

ORDINANCE NO. 9593

An ordinance to amend Chapter 23, Article III, Section 23-21, of the Grand Island City Code pertaining to an occupation tax for telephone and telecommunications companies; to provide for an effective date; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance, said effective date is September 1, 2016.

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

SECTION 1. That Chapter 23, Article III, Section 23-21, of the Grand Island City Code shall be amended to read as follows:

Article III. Telecommunication Tax

§23-21. Occupation Tax; Exemption

(A) All telephone companies and mobile telecommunications services doing business in the City are required to pay an occupation tax to the City in an amount equal to three (3) percent of the gross receipts from the legally established basic monthly charges collected for local exchange telephone service to subscribers within the City, intrastate message toll telephone service and mobile telecommunications services for revenue in the City. ~~There shall be excepted from the provisions of this article all receipts for telephone service to the United States government or any of its departments, and all receipts from the state or any of its departments, and no part or portion of the tax provided for in this article shall be levied upon or assessed against or taken from the United States government, the government of the state, or any of either of their departments.~~

(B) Effective September 1, 2016, in addition to the three (3) percent occupation tax provided by §23-21 (A) above, all telephone companies and mobile telecommunications services doing business in the City are required to pay a supplemental occupation tax to the City in an amount equal to two (2) percent, resulting in a total occupational tax of five (5) percent of the gross receipts from the legally established basic monthly charges collected for local exchange telephone service to subscribers within the City, intrastate message toll telephone service and mobile telecommunications services for revenue in the City. The revenue received from the two (2) percent supplemental occupation tax shall be placed in a segregated account and shall be appropriated solely for payment of bonds for construction of a new primary 911 Emergency Operating facility and for other public safety purposes.

Approved as to Form	☐ _____
July 21, 2016	☐ City Attorney

ORDINANCE NO. 9593 (Cont.)

(C) The supplemental occupation tax imposed pursuant to § 23-21(B) shall terminate on August 31, 2036, at which time the occupational tax rate imposed by this Article shall be three (3) percent as provided by §23-21(A), above.

(BD) As used in this section, mobile telecommunications services shall mean a wireless communication service carried on between mobile stations or receivers and land stations, and by mobile stations communicating among themselves, and includes:

- (i) Both one-way and two-way wireless communications services;
- (ii) A mobile service which provides a regularly interacting group of base, mobile, portable and associated control and relay stations, whether on an individual, cooperative, or multiple basis for private one-way or two-way land mobile radio communications by eligible users over designated areas of operation; and
- (iii) Any personal communications service.

(E) There shall be excepted from the provisions of this Article all receipts for telephone service to the United States government or any of its departments, and all receipts from the state or any of its departments, and no part or portion of the tax provided for in this Article shall be levied upon or assessed against or taken from the United States government, the government of the state, or any of either of their departments.

Amended by Ordinance No. 9106, effective 3-1-07

SECTION 2. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication, on September 1, 2016.

Enacted: July 26, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 26, 2016

Council Session

Item F-4

#9594 - Consideration of Request to Rezone Property located at 415 South Cherry Street from RD – Residential Development to Amended RD – Residential Development (Hoppe Homes, Inc.)

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9594

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 a tract of land located in part of the Southeast Quarter (SE 1/4) of Section Fifteen (15), Township Eleven (11) North, Range Nine (9) West of the 6TH P.M., Hall County, Nebraska to be platted as Lot One (1) East Park on Stuhr Subdivision in the City of Grand Island, Hall County, Nebraska, from RD-Residential Development Zone to an amended RD-Residential Development Zone approving a change in the development plan as shown on the updated plan approved with this ordinance; 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 July 6, 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 July 26, 2015, 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 RD-Residential Development Zone to an amended RD-Residential Development Zone:

A TRACT OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION FIFTEEN (15), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE

Approved as to Form July 22, 2016	by _____ City Attorney
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ORDINANCE NO. 9594 (Cont.)

(9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING SOUTHEAST CORNER OF SECTION 15-T11N-R9W; THENCE ON AN ASSUMED BEARING OF N00°58'51"W, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4), A DISTANCE OF 970.19 FEET TO THE NORTHEAST CORNER OF BOHNART SUBDIVISION AND SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S89°24'11"W, ALONG THE NORTH LINE OF SAID BOHNART SUBDIVISION, A DISTANCE OF 259.90 FEET TO A POINT BEING THE NORTHEAST CORNER OF LOT 2, SAID BOHNART SUBDIVISION; THENCE S89°21'28"W A DISTANCE OF 345.33 FEET TO A POINT BEING THE SOUTHEAST CORNER OF BLOCK 1, GILI SECOND SUBDIVISION; THENCE N00°57'40"W, ALONG THE EAST LINE OF SAID GILI SECOND SUBDIVISION, A DISTANCE OF 150.05 FEET; THENCE S89°20'00"W, ALONG SAID GILI SECOND SUBDIVISION, A DISTANCE OF 64.96 FEET; THENCE N66°00'04"W, ALONG SAID GILI SECOND SUBDIVISION, A DISTANCE OF 99.28 FEET; THENCE N01°03'00"W, ALONG SAID GILI SECOND SUBDIVISION, A DISTANCE OF 52.39 FEET; THENCE N56°07'59"E, ALONG SAID GILI SECOND SUBDIVISION, A DISTANCE OF 26.31 FEET; THENCE S89°52'19"E, ALONG SAID GILI SECOND SUBDIVISION, A DISTANCE OF 132.97 FEET; THENCE N00°55'57"W, ALONG SAID EAST LINE OF GILI SECOND SUBDIVISION, A DISTANCE OF 101.28 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID GILI SECOND SUBDIVISION; THENCE S89°50'55"E A DISTANCE OF 572.49 FEET; THENCE N89°54'41"E A DISTANCE OF 32.69 FEET TO A POINT ON SAID EAST LINE OF THE SE1/4; THENCE S00°58'51"E, ALONG SAID EAST LINE, A DISTANCE OF 349.67 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 228,590.69 SQUARE FEET OR 5.248 ACRES MORE OR LESS OF WHICH 0.321 ACRES IS NEW DEDICATED ROAD ROW.

SECTION 2. 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 amended development plan be kept in the records of the Hall County Regional Planning Department.

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

ORDINANCE NO. 9594 (Cont.)

Enacted: July 26, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 26, 2016

Council Session

Item F-5

#9595 - Consideration of Amending Chapter 37-26 of the Grand Island City Code Relative to Entitlement Stakeholders Committee

Staff Contact: Charley Falmlen

Council Agenda Memo

From: Charley Falmlen, Community Development Division

Meeting: July 26, 2016

Subject: Entitlement Stakeholders Committee

Presenter(s): Charley Falmlen, Community Development Division

Background

In October 2015, City Council approved the Resolution allowing the Community Development Division to become an Entitlement Community. Additionally on April 26, 2016, City Council approved the Citizen Participation Plan for the City of Grand Island's Community Development Block Grant Program.

The United States Department of Housing and Urban Development requires that all communities which receive Community Development Block Grant (CDBG) funds adopt a Citizen Participation Plan. This plan sets forth how citizens are to be provided with opportunities to participate in the planning, implementation and assessment of CDBG programs.

Part of the Citizen Participation Plan, which was approved by City Council, requires that a group of Entitlement Stakeholders is created. This group represents the entities within the community who are responsible for funding the various studies and produce data which is used in the creation of the Consolidated Plan and Annual Action Plan.

Before becoming an Entitlement Community, the Community Development Division administered a Community Development Advisory Committee. Entitlement status has completely reformatted the manner in which the Community Development Division plans and implements CDBG projects, therefore a change to City Code is needed to reflect the requirements of this auxiliary committee.

Discussion

At this time it is requested that Council approve adopting the proposed Ordinance to amend Chapter 37, Section 37-26 of the Grand Island 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 adopt this proposed ordinance to amend Chapter 37, Section 37-26 of the Grand Island City Code.

Sample Motion

Move to approve the ordinance.

ORDINANCE NO. 9595

An ordinance to amend Chapter 37 of Grand Island City Code; to amend Section 37-26, to clarify and/or make general corrections to various code sections, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Section 37-26 of the Grand Island City Code is hereby amended to read as follows:

CHAPTER 37 REGIONAL PLANNING AND COMMUNITY DEVELOPMENT

~~37-26. Advisory Committee~~

~~There is hereby created a Community Development Advisory Committee consisting of seven members. Six of the members shall be residents of the city of Grand Island. The seventh member shall be a member of the Grand Island City Council. All members shall serve without compensation. The initially appointed representatives shall consist of two appointed for a three-year term, two appointed for a two-year term, and two appointed for a one-year term. Thereafter, all appointments, other than vacancies, shall be for terms of three years. Appointments to fill vacancies shall be for the remainder of the term of the vacated position.~~

~~All members shall be appointed by the mayor and confirmed by the city council. Members may be removed without cause by the mayor with the consent of the city council. The advisory committee shall establish such rules and procedures as are necessary to carry out its duties. The Community Development Advisory Committee shall have the following duties:~~

~~(1) Monitor and investigate all existing and potential Community Development programs and projects.~~

~~(2) Make recommendations on all existing and potential Community Development programs and projects, procedures, and all other aspects of the City's community development program.~~

37-26. Entitlement Stakeholders Committee

There is hereby created an Entitlement Stakeholders group consisting of entities which have funded and/or are related to the data and studies providing insight into funding programs for the Consolidated Plan and Annual Action Plan for Community Development Block Grants. Six of the members shall be representatives of the following organizations/groups: Economic Development Corporation, Grow Grand Island, Grand Island Area Chamber of Commerce, Community Redevelopment Authority, City Administration and Hall County Housing Authority. The seventh member shall be a member of the Grand Island City Council, as appointed by Mayor. All members shall serve without compensation. New members/entities may be added by the quorum vote of the Entitlement Stakeholders Committee. The entities themselves shall appoint a representative from their organization to serve on the Entitlement Stakeholders Committee.

Approved as to Form	<input type="checkbox"/>
July 22, 2016	<input type="checkbox"/> City Attorney

ORDINANCE NO. 9595 (Cont.)

Members may be removed without cause by the mayor with the consent of the city council. The Entitlement Stakeholders Committee shall establish such rules and procedures as are necessary to carry out its duties. Entitlement Stakeholders Committee shall have the following duties:

(1) Investigate and discuss all existing and potential Community Development Block Grant programs and projects.

(2) Make recommendations on all existing and potential Community Development Block Grant programs and projects, procedures, and all other aspects of the Entitlement program.

SECTION 2. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 3. 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: July 26, 2015.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 26, 2016

Council Session

Item G-1

Approving Minutes of July 12, 2016 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

July 12, 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 July 12, 2016. Notice of the meeting was given in *The Grand Island Independent* on July 6, 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, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmember Chuck Haase, Jeremy Jones and Julie Hehnke were absent. The following City Officials were present: City Administrator Marlan Ferguson, Assistant to the City Administrator Nicki Stoltenberg, Finance Director Renae Griffiths, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Maricela Paramo. Recognized was Boy Scout Troup #119 and Troup #14.

INVOCATION was given by Pastor Bill Harrold, First Christian Church, 2400 West 14th Street followed by the PLEDGE OF ALLEGIANCE.

Mayor Jensen acknowledged that City Clerk RaNae Edwards was absent and appointed Nicki Stoltenberg as City Clerk Pro Tem for purposes of making a record of the proceedings of the City Council meeting.

PRESENTATIONS AND PROCLAMATIONS:

Presentation by the Nebraska State Fair. Nebraska State Fair Executive Director Joseph McDermott highlighted the upcoming Nebraska State Fair. Three outdoor concerts would be held this year along with the Firefighters Combat Challenge. Again this year would be the Pump and Pantry Marathon with an estimated 1,000 participants. A new event added this year would be a High School and College Volleyball Tournament. Mentioned was the grand opening of the open air equine arena. Presented to the City of Grand Island was a check in the amount of \$100,000 to be used for community betterment.

Proclamation "Park and Recreation Month" July, 2016. Mayor Jensen proclaimed the month of July 2016 as "Park and Recreation Month". Amy Houser with the Central District Health Department and Parks and Recreation Director Todd McCoy were present to receive the proclamation.

ORDINANCES:

Ordinance #9591 was pulled from the agenda and will be brought back for review on July 26, 2016.

CONSENT AGENDA: Motion by Paulick, second by Minton to approve. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of June 28, 2016 City Council Regular Meeting.

Approving Appointment of Dena Sullivan to the South Locust BID 2013 Board.

Approving Appointments of Darwin Wicht, Steve Meyer, Leon Van Winkle, Gregg Bostelman, Bob Loewenstein, Brian Fiala, and Barry Burrows to the Tree Board.

#2016-162 - Approving Vehicle Storage Building Construction - Utilities Department with Rathman & Manning Corporation of Chapman, NE in an Amount of \$902,615.00.

#2016-163 - Approving Amendment to the Interlocal Agreement with Hall County for Public Transportation Services.

#2016-164 - Approving Agreement for Engineering Consulting Services Related to Lift Station No. 20 Upgrade and Force Main Rehabilitation & Abandonment of Lift Station No. 14 with Olsson Associates of Grand Island, NE in an Amount not to exceed \$299,864.00.

#2016-165 - Approving Designation of Sole Source for CUES TV Equipment for the Collection Crew of the Wastewater Division of the Public Works Department with Municipal Pipe Tool Company, LLC of Hudson, IA in an Amount of \$33,003.22.

#2016-166 - Approving Bid Award of Concrete Dewatering Pad; Project No. 2016-WWTP-1 at the Wastewater Treatment Plant with Starostka Group Unlimited, Inc. of Grand Island, NE in an Amount of \$124,132.94.

#2016-167 - Approving Addition to 2016 One- Year Street Improvement Plan.

#2016-168 - Approving Agreement with Victory Place, LLC Regarding Use of CDBG Program Income Reuse Funds in an Amount of \$84,121.45.

#2016-169 - Approving Certifications Required for Community Development Block Grant Plan Submission.

#2016-170 - Approving Final Plat and Subdivision Agreement for Schimmer's Third Subdivision.

#2016-171 - Approving Bid Award for Installation of New Portable Turf at the Community Fieldhouse with Mid-America Sports Construction of Lee's Summit, MO in an Amount of \$170,145.00.

#2016-172 - Approving License Agreement between Fonner Park Exposition and Events Center and Verizon Wireless (Heartland Events Center).

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Fitzke to approve the claims for the period of June 29, 2016 through July 12, 2016 for a total amount of \$4,043,220.68. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 7:23 p.m.

Nicki Stoltenberg
City Clerk Pro Tem



City of Grand Island

Tuesday, July 26, 2016

Council Session

Item G-2

Approving Minutes of July 19, 2016 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

July 19, 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 July 19, 2016. Notice of the meeting was given in the *Grand Island Independent* on July 13, 2016.

Mayor Jeremy L. Jensen called the meeting to order at 7:00 p.m. The following Councilmembers were present: Mitch Nickerson, Mark Stelk, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmembers Jeremy Jones and Chuck Haase 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 Maricela Paramo.

INVOCATION was given by Community Youth Council member Maricela Paramo followed by the PLEDGE OF ALLEGIANCE.

SPECIAL ITEMS:

Utilities Budget Presentation. Utilities Director Tim Luchsinger explained what an Enterprise Fund was. Both the electric and water budgets were dependent upon the weather. Budget Guidelines were for a conservative (low) revenue forecast and conservative (high) operating costs. They had to maintain an adequate cash reserve and manage controllable operating expenses and capital expenditures.

Cash reserve considerations were: working capital, replacement power, asset replacement, capital improvement reserve, and debt service reserve. The electric fund cash reserve threshold was \$30,200,000 and the water fund was \$4,600,000. Electric and Water Master Plans had recently been completed. Presented were the 5 year capital improvement budget forecasts.

The Capital Budget for the Electric fund proposed was \$13,410,000 for the following projects:

- Transmission line improvements - \$1,000,000
- Bond payments - \$2,975,000
- Distribution improvements - \$4,000,000
- Power plant maintenance/improvements - \$2,895,000
- Distribution Service Center improvements - \$300,000
- Engineering Center improvements - \$450,000

Presented was the Water fund budget. Total Capital Budget was \$6,360,000 for the following projects:

- Bond payments - \$580,000

- Elevated Water Storage Reservoir - \$4,000,000
- Distribution improvements - \$950,000
- Production improvements - \$140,000

Mr. Luchsinger stated they were proposing a 10% revenue increase for the elevated storage reservoir debt service. Discussion was held regarding the elevated storage reservoir and the 10% increase in rates. The increase would take place all at once instead of over several years. Presented was the utility rate comparison which Grand Island was comparable in both electric and water.

Solid Waste Budget Presentation. Public Works Director John Collins introduced Solid Waste Superintendent Jeff Wattier. Mr. Wattier stated the Solid Waste Budget was an Enterprise Fund which received no funding from the General Fund. All revenues generated were from tipping fees and was one of the few divisions with competition. They served both residents and non-residents. The current landfill site had 5 to 6 years life left in the current area. There were approximately 31 years of life left in Phase I.

They continued to replace capital equipment. The proposed 2016/2017 budget was: personnel - \$1,044,044; operations - \$1,017,491; and capital - \$1,170,000. They were requesting a new landfill compactor - \$820,000; two new ground water monitoring wells at the landfill - \$20,000; and Cell 3 engineering services - \$250,000. This year they were not asking for any new FTE's and there was no rate increase proposed. They had not increased their rates for the past 12 years. Rates in Grand Island for the Transfer Station and Landfill were presented comparing with other cities.

Discussion was held regarding recycling. Mr. Wattier stated they were not seeing any increase. Mr. Wattier stated they were currently debt free.

Wastewater Budget Presentation. Public Works Director John Collins introduced Wastewater Superintendent Marvin Strong. Mr. Strong reviewed the funding sources with regards to revenue. Expenditures were for staff - \$2,683,200, operating - \$3,914,923; debt service - \$2,940,757; and capital - \$13,284,496 for a total of \$22,823,381.

Mr. Strong stated they now had sanitary sewer to I-80. Reviewed were the major capital projects over the last 4 years which came in within budget. Explained was the reduction in Hydrogen Sulfide due to Lift Station #19 abandonment which increased the life expectancy of the infrastructure. Reviewed were the 2016/2017 Wastewater Capital projects for a total of \$12,764,496. Proposed was \$520,000 in wastewater vehicles for a combination sewer cleaning unit and van for sample collection.

Councilmember Nickerson commented on the great job and leadership the Wastewater Treatment Plant employees had done.

Jackrabbit Run Golf Course Budget Presentation. Parks and Recreation Director Todd McCoy stated Jackrabbit Run Golf Course was an 18 hole golf course with land which was owned by the Airport. Reviewed was the number of rounds of golf. Mentioned was the impact of weather on

revenue. There were 26,173 rounds of golf played in 2015. Presented was the financial history and five year projection of the golf course. Mr. McCoy stated they were recommending a rate increase in the 2016/2017 budget.

Mentioned was the Pine Wilt disease which was affecting the golf course. They had to remove 60 trees this year, but had planted 125 trees in the last five years. Recent improvements included: Clubhouse – bathrooms, asphalt, tables and chairs, windows, paint and irrigation, golf cart lease, and new mower.

General Fund Discussion Cont. Finance Director Renae Griffiths reviewed the General Fund projection. Proposed new revenues were to add a rental car occupation tax and a drainage surcharge.

Councilmembers Donaldson and Paulick stated they were not comfortable with reducing Police Officers and Community Service Officer's (CSO's) in the Police budget. Councilmember Nickerson stated he felt every department needed to share the cuts in their budgets and needed to look forward to the next five years. Mentioned was that we needed to find sustainable revenues. Ms. Griffiths stated they were not proposing a levy increase in this budget.

Mayor Jensen asked Council for solutions to the problems of this budget and the next several years' budgets. Personnel costs and expenses in the next few years would leave the city in a deficit by 2020.

City Administrator Marlan Ferguson commented on the personnel costs. He thanked staff for their hard work on this budget. He stated they would be looking at a 1/2 cent sales tax and bring that issue back to Council the first part of August for a possible vote at the General Election.

ADJOURNMENT: The meeting was adjourned at 8:35 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, July 26, 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, July 26, 2016

Council Session

Item G-4

#2016-173 - Approving Preliminary and Final Plat and Subdivision Agreement for East Park on Stuhr Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: July 26, 2016

Subject: East Park on Stuhr Subdivision – Preliminary Plat & Final Plat

Presenter(s): Chad Nabity, Regional Planning Director

Background

East Park on Stuhr Subdivision is located north of Bismark Rd., and west of Stuhr Rd., in the City of Grand Island, Hall County, Nebraska 1 Lot and 5.25 acres.

Discussion

The preliminary and final plat for East Park on Stuhr Subdivision was considered by the Regional Planning Commission at the July 6, 2016 meeting.

A motion was made by Hoggatt and seconded by Rainforth to **approve** and recommend that City Council **approve** the preliminary plat and final plat of East Park on Stuhr Subdivision.

A roll call vote was taken and the motion passed with 8 members present (Huisman, Apfel, Sears, O'Neill, Maurer, 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:

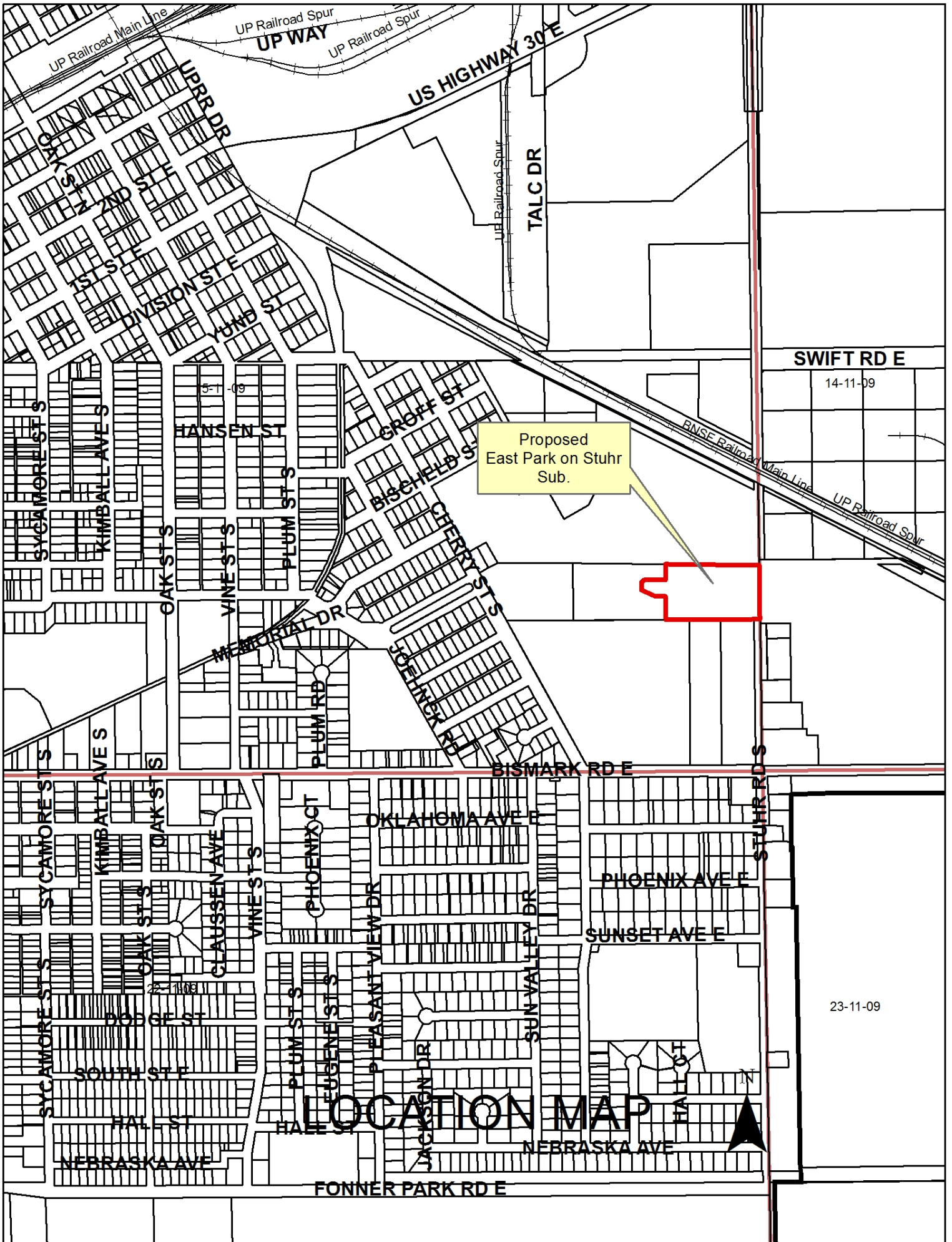
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



Developers/Owners

Hoppe Inc.
PO Box 6036
Lincoln NE 68506

To create 1 lot located north of Bismark Rd., and west of Stuhr Rd., in the City of Grand Island, Hall County, Nebraska.

Size: 5.25 acres.

Zoning: RD – Residential Development Zone.

Road Access: Public streets are available.

Water Public: Water is available.

Sewer Public: Sewer is available.



RESOLUTION 2016-173

WHEREAS, Hoppe Inc., being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "EAST PARK ON STUHR SUBDIVISION", a tract of land located in part of the Southeast Quarter (SE1/4) of Section Fifteen (15), Township Eleven (11) North, Range Nine (9), 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 EAST PARK ON STUHR 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, July 26, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2016	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2016

Council Session

Item G-5

#2016-174 - Approving Bid Award for the Sale of Fly Ash from the Platte Generating Station

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: July 26, 2016

Subject: Platte Generating Station Fly Ash Purchase

Presenter(s): Tim Luchsinger, Utilities Director

Background

As part of the combustion process of the coal in the boiler at the Platte Generating Station, ash is entrained in the exhaust gas. This ash, referred to as fly ash, is removed by an electrostatic precipitator before the gas enters the chimney. It is conveyed from the precipitator to a storage silo. The ash must then be disposed in on-site landfill areas or used for off-site applications such as an additive for concrete or asphalt, or soil stabilization. Almost all of the ash is of a quality usable for these off-site uses and has been sold to contractors since shortly after plant start-up. The contractor is responsible for removal of the ash to ensure that the operation of the plant is not impacted.

Discussion

The specifications for the Platte Generating Station Fly Ash Purchase were prepared and issued for bid in accordance with City purchasing procedures. This five year contract is based on a “take all” basis during each calendar year with a price per ton paid to the City. Responses were received from the following bidders.

Bidder	Bid Price
Nebraska Ash, Lincoln, NE	\$ 16.50 per ton
WC Enterprises, Hastings, NE	\$ 12.39 per ton

The specifications include a provision requiring the contractor to remove all ash produced at the plant. That has been a standard provision in the Ash Contract for over fifteen years.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the bid to Nebraska Ash of Lincoln, Nebraska, as the high responsive bidder, with the bid purchase price of \$16.50 per ton.

Sample Motion

Move to approve the bid of \$16.50 per ton from Nebraska Ash for the Platte Generating Station Fly Ash Purchase.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 7, 2016 at 2:00 p.m.
FOR: Platte Generating Station Fly Ash Purchase 2016-2021
DEPARTMENT: Utilities
ESTIMATE: N/A
FUND/ACCOUNT: 520
PUBLICATION DATE: June 14, 2016
NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Nebraska Ash</u> Lincoln, NE	<u>WC Enterprises</u> Hastings, NE
Exceptions:	None	None
Bid Price:	\$16.50	\$12.39

cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Pat Gericke, Utilities Admin. Assist.
Rena Griffiths, Finance Director
Lynn Mayhew, PGS

P1892

SECTION D

CONTRACT

OK

THIS AGREEMENT, made and entered into this 9th day of August, 2016, by and between the CITY OF GRAND ISLAND, NEBRASKA a municipal corporation under the laws of the State of Nebraska acting through their Council and hereinafter termed the "City" and Nebraska Ash Company of Lincoln, in the State of Nebraska, hereinafter termed the "Contractor,"

WITNESSETH:

THAT WHEREAS: The City has caused to be prepared specifications and other Contract Documents for the work herein described, and has approved and adopted said Contract Documents and has caused to be published an advertisement inviting sealed proposals for:

Platte Generating Station Fly Ash Purchase

Specified herein, in accordance with the terms of the Contract; and

WHEREAS, the said Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and

WHEREAS, the City has publicly opened, examined, and canvassed the Proposals submitted in response to the published invitation therefor and, as a result of said canvass has determined and declared the aforesaid Contractor to be the lowest and/or best bidder for:

Platte Generating Station Fly Ash Purchase

and has duly awarded to the said Contractor a contract therefor, as stated more in detail in the Contract Documents, to wit: Advertisement to Bidders, Instructions to Bidders, Bid, Contract Detailed Specifications, and Contract Agreement all of which documents are attached hereto and made a part of this Contract, for the prices and amounts hereinafter set forth.

NOW THEREFORE: In consideration of the compensation to be paid to the City by the Contractor, and of the mutual agreements herein contained, the Parties of these presents have agreed and hereby agree, the City for itself and its successors and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or its, his or their executors and administrators as follows:

ARTICLE I: That the Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services and facilities; (b) furnish all materials, supplies and equipment specified; (c) provide and perform all necessary labor; and (d) in good substantial and workmanlike manner and in accordance with the provisions of this Contract Document, execute and complete all work included in and covered by the City's official award of this Contract to the said Contractor, such award being based on the acceptance by the City of Items and subitems of the bid as follows:

ARTICLE II: That the Contractor shall pay to the City for fly ash, and the City will accept as full compensation therefor, the sum of:

Sixteen dollars and 50 cents per ton (\$16.50 per ton)

payment thereof to be made in the manner provided in the Contract Specifications.

ARTICLE III: Any and all suits for any and every breach of this Contract may be instituted and maintained in any court of competent jurisdiction in the County of Hall, State of Nebraska.

Any action at law, suit in equity or judicial proceedings for the enforcement of this Contract or any provision thereof shall be instituted only in the courts of the State of Nebraska.

It is mutually understood and agreed that this Contract shall be governed by the laws of the State of Nebraska, both as to interpretation and performance.

IN WITNESS WHEREOF: The Parties of the First and Second Parts have hereto set their hands and seals on the day and year above written.

CITY OF GRAND ISLAND, NEBRASKA
Party of the First Part

Approved as to form:

Stacy R. Nonhof,
Assistant City Attorney

By _____

Title _____

ATTEST:

City Clerk

CONTRACTOR
Party of the Second Part

Nebraska Ash Company

By _____

Title President

ATTEST:

Title _____

RESOLUTION 2016-174

WHEREAS, the City of Grand Island invited sealed bids for Fly Ash Purchase 2016 – 2021, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on July 7, 2016, bids were received, opened and reviewed; and

WHEREAS, Nebraska Ash of Lincoln, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$16.50 per ton; and

WHEREAS, the bid of Nebraska Ash is compliant and contained no exceptions.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Nebraska Ash, in the amount of \$16.50, for the purchase of fly ash from the Platte Generating Station, is hereby approved as the lowest responsible bid, and the Mayor is authorized to sign the contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2016 .

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2016	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2016

Council Session

Item G-6

**#2016-175 - Approving Engineering Consulting Agreement for
Adams Street Paving District No. 1264**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: July 26, 2016

Subject: Approving Engineering Consulting Agreement for Adams Street Paving District No. 1264

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

Background

The project will consist of removal of approximately 1250' of existing Adams Street roadway north of Stolley Park Road and replacement with concrete pavement. The project consists of widening the roadway from 24' to 37' for a 3-lane section with improved drainage and elimination of the ditch section. A traffic signal at the intersection of Adams Street and Stolley Park Road will also be included in the project.

On June 6, 2016 the Engineering Division of the Public Works Department advertised for Engineering Services for Adams Street Paving District No. 1264, with nine (9) potential respondents.

Discussion

Three (3) engineering firms submitted qualifications for the engineering services for Adams Street Paving District No. 1264. Olsson Associates of Grand Island, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

- Firm experience and qualifications on similar work (50%)
- Proposed project approach (40%)
- Past experience working with the City of Grand Island Public Works Department (10%)

Compensation for Olsson Associates' services will be provided on a time and expense basis not to exceed \$109,260.00.

This project will be a cost share between the City and Grand Island Public Schools.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the agreement with Olsson Associates of Grand Island, Nebraska, in the amount of \$109,260.00.

Sample Motion

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS
FOR
ADAMS STREET PAVING DISTRICT NO. 1264**

RFP DUE DATE: June 23, 2016 at 4:15 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: June 4, 2016

NO. POTENTIAL BIDDERS: 9

SUMMARY OF PROPOSALS RECEIVED

Schemmer
Omaha, NE

JEO Consulting Group, Inc.
Grand Island, NE

Olsson Associates
Grand Island, NE

cc: John Collins, Public Works Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Rena Griffiths, Finance Director
Keith Kurz, Project Engineer

P1891

LETTER AGREEMENT FOR PROFESSIONAL SERVICES

July 11, 2016

City of Grand Island, NE
Attn: Terry Brown
100 East First Street
Grand Island, NE 68801

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Adams Street Paving – District 1264 (the “Project”)
Grand Island, Nebraska

Dear Mr. Brown:

It is our understanding that the City of Grand Island, Nebraska (“Client”) requests Olsson Associates, Inc. (“Olsson”) to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson’s General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the “Agreement”) for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services (“Scope of Services”) to Client for the Project: as more specifically described in “Scope of Services” attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client’s prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

201 East 2nd Street
Grand Island, NE 68801

TEL 308.384.8750
FAX 308.384.8752

www.olssonassociates.com

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: Notice to Proceed
Anticipated Completion Date: July 30, 2017

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with the Labor Rate Schedule and the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$109,260.00 (One Hundred Nine Thousand Two Hundred Sixty Dollars).


TERMS AND CONDITIONS OF SERVICE

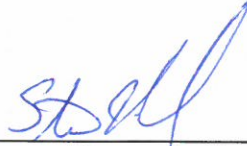
We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Jeff Palik.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By 
Jeff R. Palik, Office Leader

By 
Steven Hancock, Group Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF GRAND ISLAND, NEBRASKA

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

General Provisions

Scope of Services

Labor Rate Schedule

Reimbursable Expense Schedule

Resident Project Representative Duties

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated July 11, 2017 between the City of Grand Island ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Grand Island, Nebraska

Project Description: Construction phase services for Adams Street between Stolley Park Road and Hedde Street.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

PROJECT SCOPE I: CONSTRUCTION SERVICES (\$89,100.00)

Construction Administration Services

Olsson shall perform the following construction administration services:

1. Conduct a pre-construction meeting with City, contractor, and land owners along the project. Olsson will prepare and distribute minutes of the meeting.
2. Administer up to 4 construction progress meetings with the City, contractor, and land owners along the project.
3. Review contractor pay applications.
4. Prepare Change Orders as necessary during construction and submit to the City for review and approval.
5. Public Involvement –Olsson will also maintain contact during construction with land owners along the project to keep them updated on schedule, road closures, etc.
6. Olsson will provide project management consisting of answering questions during construction, reviewing submittals for city, and providing coordination between contractor, city, and property owners.

Construction Observation and Material Testing

1. Olsson will provide full time construction observation services based on an estimated construction schedule of 18 weeks, at 45 hours per week. Olsson will prepare and distribute field reports on a weekly basis.
2. Olsson will provide soils and concrete testing for the project including proctors, nuclear density tests, air, slump, and compressive strength for concrete cylinders. Testing will be provided at the frequencies as listed in the specifications.

Project Close Out

1. Olsson will conduct a final walkthrough of the project. A “punch list” of deficiencies will be prepared and distributed. Olsson will verify work is completed and will issue a letter of tentative acceptance to the City.
2. Olsson will prepare hand written/drawn record drawings to include field changes and will submit to the City. The City will be responsible for creating electronic record drawings.
3. Olsson will submit a final packet of weekly report and test results to the City.

PROJECT SCOPE II: CONSTRUCTION SURVEY (\$13,960.00)

Construction Survey

1. Olsson will provide project management consisting of answering questions during construction, and providing coordination between contractor, city, and property owners.
2. Construction staking will be provided for all storm sewer, paving, water main, and grading along the project. Olsson will coordinate with the contractor the staking needs and schedules.
3. Olsson has estimated 12 trips to the project site for construction survey.
4. Legal surveys are not anticipated and are not part of the scope of services.

PROJECT SCOPE III: GEOTECHNICAL ANALYSIS AND REPORTING (\$6,200.00)

Project Background

Olsson understands that this project will include geotechnical analysis with a written report for a new 1000-foot stretch of new pavement design for the Adams Street Paving District No. 1264 project located between West Stolley Park Road and West Hedde Street in Grand Island, Nebraska.

Upon reviewing soil logs in the area, Olsson has prepared this proposal with the understanding that the subsoil profile will likely consist of lean clays over alluvial sands and gravel. The proposed depths were determined from this information to provide the best delineation of the sub-surface strata for this project and provide the necessary recommendations.

Olsson shall perform professional services as requested by Client pursuant to the provisions provided herein. These services will include Professional Consultation Services incidental thereto.

GENERAL

Olsson shall perform for Client professional services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional representative for the Project, providing professional consultation and advice and furnishing customary services incidental thereto.

TASK I. – DRILLING SERVICES

1. Field Exploration

- a. Olsson proposes to use a truck-mounted drill rig to complete the following soil test borings:
 - Four (4) soil test borings to depths of 10 feet each.

The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 40 linear feet.

- b. Contact Diggers Hotline of Nebraska to locate underground utilities. To insure the safety of the crew on site, Owner must inform Olsson the location of all private utilities and private utility service connections. Cost of locating private utility lines and private service connections shall be Owner's responsibility. Olsson is not responsible or liable for damage to any private utility or private service connection.
- c. All boring locations must be readily accessible. Any cost of making boring locations accessible is Owner's responsibility. Olsson will not perform work until boring locations are accessible and acceptable to Olsson's satisfaction.
- d. Drilling rigs are heavy equipment. Disturbance of natural surroundings including but not limited to soil indentations, concrete cracking and damage to underground sprinkler systems, may occur. Olsson shall not be liable or responsible for any site disturbance that may occur as a result of bringing equipment on site. Owner accepts full responsibility for site disturbance.
- e. Sampling of soils in general accordance with ASTM D-1586 and ATSM D-1587.
- f. Obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.

TASK II. – GEOTECHNICAL SERVICES

1. Laboratory Services

- a. As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D-2488), unconfined compression tests (ASTM D-2166), thin-walled tube density tests (ASTM D-2937), moisture content tests (ASTM D-2216), Atterberg limit tests (ASTM D4318), a Standard Proctor test (ASTM D-698), a one-dimensional consolidation test (ASTM D-2435).

2. Engineering Analysis and Report Preparation

- a. Recommendations regarding the thickness, moisture, and compaction criteria for backfill or structural fill. Soil excavation criteria in accordance with OSHA Standards will be included or referenced.
- b. Discussion of anticipated groundwater concerns, along with recommendations for addressing these concerns during construction, if required.
- c. Analysis of the on-site soils encountered regarding shrink/swell characteristics and the potential for reuse as structural fill.
- d. Foundation and at grade slab drainage requirements.
- e. Pavement Analysis of light to heavy duty traffic.

OLSSON ASSOCIATES, INC.

By 
Jeff R. Palik, Office Leader


Steven Hancock, Group Leader

If you accept this Scope of Services, please sign:

CITY OF GRAND ISLAND, NEBRASKA

By _____
Signature

Print Name _____

Title _____

Dated: _____

LABOR RATE SCHEDULE 2016

LABOR RATES

<u>Description</u>	<u>Range</u>
Principal.....	157 - 300
Project Manager.....	135 - 160
Project Professional.....	101 - 137
Assistant Professional.....	68 - 120
Designer.....	80 - 130
CAD Operator.....	42 - 91
Survey.....	52 - 115
Construction Services.....	53 - 170
Administrative/Clerical.....	44 - 100

Special Services not included in above categories will be provided on a special labor rate schedule.

REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles	\$0.56/mile*
Suburbans and Pick-Ups	\$0.75/mile*
Other travel or lodging cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including mylars and linens	
In-house	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including express mail and special delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of deeds, easements or other Project Related documents	Actual Cost+10%
Fees for applications or permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%

* Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of CONTRACTOR.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with Contract Documents and in particular the specific limitations set forth in the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

A. General

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
 - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

- b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
- 6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
- 7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
- 8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- 9. Reports:
 - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
- 10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. Completion:
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

O:\UNDER CONSTRUCTION\LETTER AGREEMENT\1F_RPR Duties.doc

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated July 11, 2016 between the City of Grand Island ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or

economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until

the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

3.11 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the

contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Construction Cost Estimate": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such

observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably

incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the

signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Construction Cost Estimate

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Construction Cost Estimate provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Construction Cost Estimate. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Construction Cost Estimate was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Construction Cost Estimate was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Construction Cost Estimate, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Construction Cost Estimate.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Confidentiality

In performing this Agreement, the parties may disclose to each other written or oral non-public, confidential or proprietary information, including but not limited to, information of a business, planning, marketing or technical nature and models, tools, hardware and software, and any documents, reports, memoranda, notes, files or analyses that contain, summarize or are based upon any proprietary or confidential information (hereafter referred to as the "Information").

7.8.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.8.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.8.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.8.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.8.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.8.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.8.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.8.3.5 is received from a third party not subject to any confidentiality obligations.

7.8.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.8.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.8.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.8.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.9 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.9.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for

damages caused by the negligence of Olsson in the use of such information.

7.9.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.9.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.9.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.9.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.9.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.9.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of

responsibility and liability, as set forth herein, shall be specifically applied.

7.10 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.11 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.12 Assignment

7.12.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.12.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.12.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.13 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.14 Limitation on Damages

7.14.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.14.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.14.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.15 Entire Agreement

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

RESOLUTION 2016-175

WHEREAS, on June 6, 2016 the Engineering Division of the Public Works Department advertised for Engineering Services for Adams Street Paving District No. 1264; and

WHEREAS, on June 23, 2016 three (3) engineering firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria Olsson Associates of Grand Island, Nebraska was selected as the top engineering firm; and

WHEREAS, the City of Grand Island and Olsson Associates of Grand Island, Nebraska wish to enter into an Engineering Services Agreement to provide engineering consulting services for such project; and

WHEREAS, an amendment will be brought before council at a later date to address construction phase services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and Olsson Associates of Grand Island, Nebraska for engineering services related to Adams Street Paving District No. 1264, in the amount of \$109,260.00, is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2016	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2016

Council Session

Item G-7

#2016-176 - Approving Acquisition of Public Utility Easements at 3100A South Locust Street (Wayne Vanosdall Sanitation Service, Inc.)

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

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

RESOLUTION 2016-176

WHEREAS, easements are required by the City of Grand Island, from the owner of Lot One (1), Vanosdall Second Subdivision, located at 3100A South Locust Street, for public utilities and drainage; and

WHEREAS, a public hearing was held July 26, 2016 for the purpose of discussing the acquisition of the proposed public utility and drainage easements, as follows:

Public Utility Easement –

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT THREE (3), VANOSDALL SECOND SUBDIVISION, THENCE N17°27'00"W ALONG AND UPON THE EASTERLY LINE OF SAID LOT THREE (3) A DISTANCE OF 31.56', THENCE N89°21'49"E A DISTANCE OF 107.42', THENCE N59°37'27"E A DISTANCE OF 611.60', THENCE N00°06'32"E A DISTANCE OF 156.59', THENCE N52°24'35"W A DISTANCE OF 265.29' TO A POINT ON THE NORTH LINE OF LOT ONE (1) VANOSDALL SECOND SUBDIVISION, THENCE S89°35'21"E ALONG SAID NORTH LINE OF SAID LOT ONE (1) A DISTANCE OF 33.10', THENCE S52°24'35"E A DISTANCE OF 115.13', THENCE N55°50'46"E ALONG EXISTING SOUTHERLY LINE OF A DRAINAGE EASEMENT A DISTANCE OF 122.63' TO A POINT SAID NORTH LINE OF SAID LOT ONE (1), THENCE S89°35'21"E ALONG THE NORTH LINE OF SAID LOT ONE (1) A DISTANCE OF 29.82' TO THE NORTHEAST CORNER OF SAID LOT ONE (1), THENCE S53°14'22"W A DISTANCE OF 139.66', THENCE S52°24'35"E A DISTANCE OF 140.73' TO A POINT ON THE EAST LINE OF SAID LOT ONE (1), THENCE S00°07'38"W ALONG THE EAST LINE OF SAID LOT ONE (1) A DISTANCE OF 155.57' TO THE SOUTH EASTERLY MOST CORNER OF SAID LOT ONE (1), THENCE S59°37'27"W ALONG THE SOUTHEASTERLY LINE OF SAID LOT ONE (1) A DISTANCE OF 654.49', THENCE N89°21'49"W ALONG THE SOUTH LINE OF SAID LOT ONE (1) A DISTANCE OF 105.95' TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS 0.86 ACRES OR 37361.29 SQUARE FEET.

Public Utility / Drainage Easement –

COMMENCING AT THE NORTHWEST CORNER OF LOT THREE (3), VANOSDALL SECOND SUBDIVISION, THENCE N89°17'54"E ALONG THE SOUTH LINE OF LOT ONE (1), VANOSDALL SECOND SUBDIVISION A DISTANCE OF 365.00' TO THE POINT OF BEGINNING, THENCE N00°42'06"W A DISTANCE OF 47.00', THENCE N89°17'54"E PARALLEL TO THE SOUTH LINE OF SAID LOT ONE (1), A DISTANCE OF 30.00', THENCE S00°42'06"E A DISTANCE OF 47.00' TO A POINT ON THE SOUTH LINE OF SAID LOT ONE (1), THENCE S89°17'54"W ALONG SAID SOUTH LINE OF LOT ONE (1) A DISTANCE OF 30.00' TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS 0.02 ACRES OR 940.00 SQUARE FEET.

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 public utility and drainage easements as described on attached exhibits hereto, located on Lot One (1), Vanosdall Second Subdivision, located at 3100A South Locust Street, to allow for redevelopment of this area.

- - -

Approved as to Form	☐
July 22, 2016	☐ City Attorney

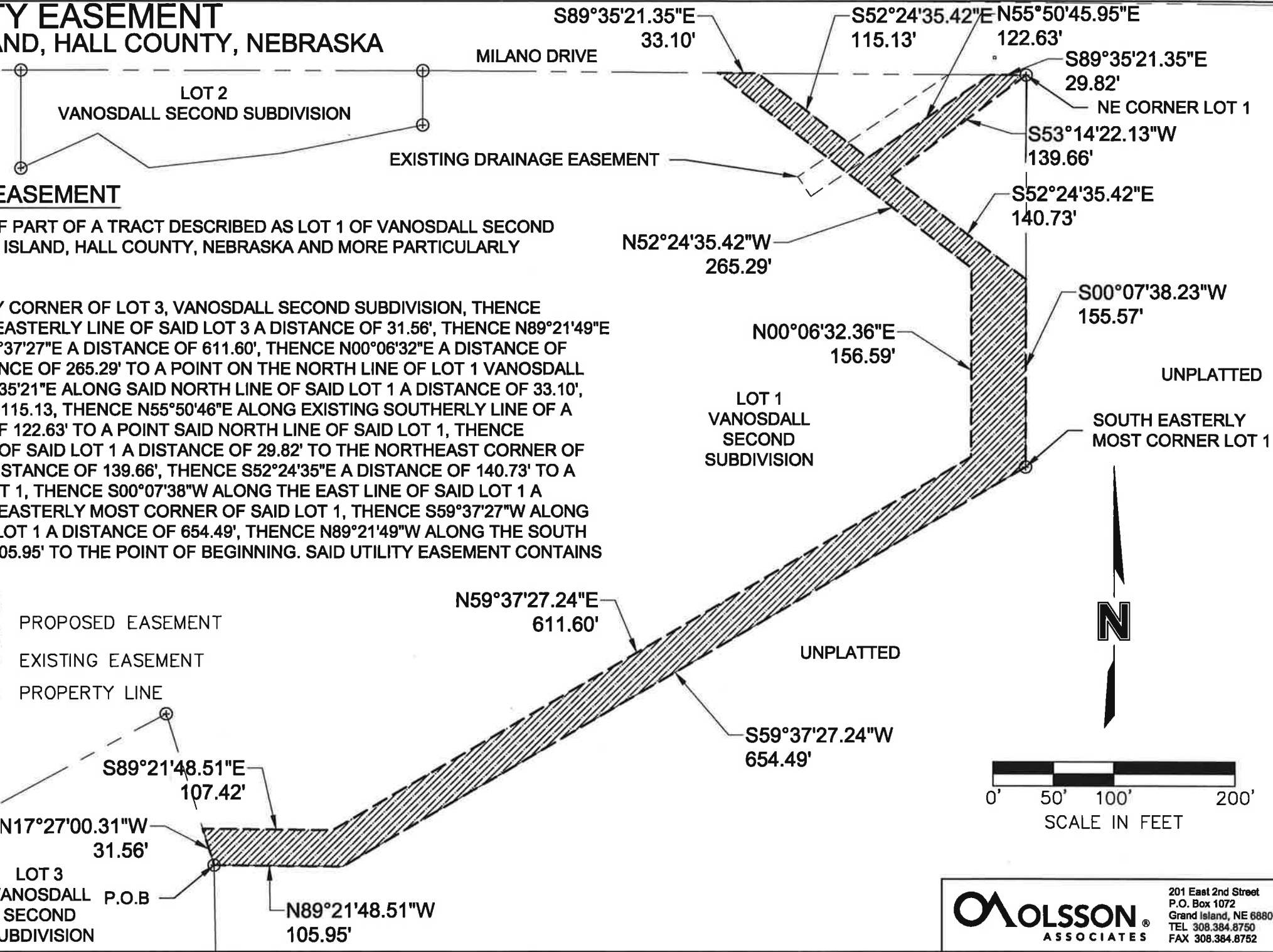
Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

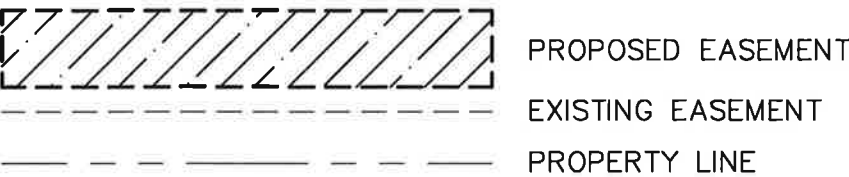
UTILITY EASEMENT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



DESCRIPTION OF UTILITY EASEMENT

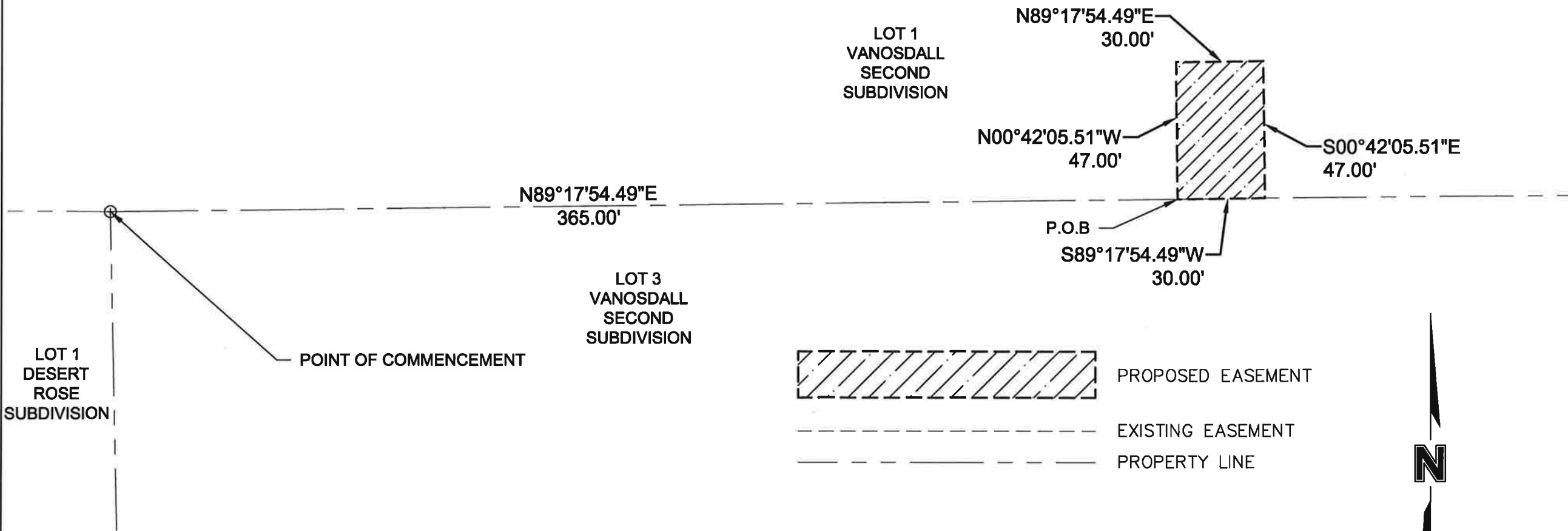
A UTILITY EASEMENT CONSISTING OF PART OF A TRACT DESCRIBED AS LOT 1 OF VANOSDALL SECOND SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 3, VANOSDALL SECOND SUBDIVISION, THENCE N17°27'00"W ALONG AND UPON THE EASTERLY LINE OF SAID LOT 3 A DISTANCE OF 31.56', THENCE N89°21'49"E A DISTANCE OF 107.42', THENCE N59°37'27"E A DISTANCE OF 611.60', THENCE N00°06'32"E A DISTANCE OF 156.59', THENCE N52°24'35"W A DISTANCE OF 265.29' TO A POINT ON THE NORTH LINE OF LOT 1 VANOSDALL SECOND SUBDIVISION, THENCE S89°35'21"E ALONG SAID NORTH LINE OF SAID LOT 1 A DISTANCE OF 33.10', THENCE S52°24'35"E A DISTANCE OF 115.13, THENCE N55°50'46"E ALONG EXISTING SOUTHERLY LINE OF A DRAINAGE EASEMENT A DISTANCE OF 122.63' TO A POINT SAID NORTH LINE OF SAID LOT 1, THENCE S89°35'21"E ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 29.82' TO THE NORTHEAST CORNER OF SAID LOT 1, THENCE S53°14'22"W A DISTANCE OF 139.66', THENCE S52°24'35"E A DISTANCE OF 140.73' TO A POINT ON THE EAST LINE OF SAID LOT 1, THENCE S00°07'38"W ALONG THE EAST LINE OF SAID LOT 1 A DISTANCE OF 155.57' TO THE SOUTH EASTERLY MOST CORNER OF SAID LOT 1, THENCE S59°37'27"W ALONG THE SOUTHEASTERLY LINE OF SAID LOT 1 A DISTANCE OF 654.49', THENCE N89°21'49"W ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 105.95' TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS 0.86 ACRES OR 37361.29 SQ FT.



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

DRAINAGE EASEMENT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



DESCRIPTION OF DRAINAGE EASEMENT

AN DRAINAGE EASEMENT CONSISTING OF PART OF A TRACT DESCRIBED AS LOT 1 OF VANOSDALL SECOND SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 3, VANOSDALL SECOND SUBDIVISION, THENCE N89°17'54"E ALONG THE SOUTH LINE OF LOT 1, VANOSDALL SECOND SUBDIVISION A DISTANCE OF 365.00' TO THE POINT OF BEGINNING, THENCE N00°42'06"W A DISTANCE OF 47.00', THENCE N89°17'54"E PARALLEL TO THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 30.00', THENCE S00°42'06"E A DISTANCE OF 47.00' TO A POINT ON THE SOUTH LINE OF SAID LOT 1, THENCE S89°17'54"W ALONG SAID SOUTH LINE OF LOT 1 A DISTANCE OF 30.00' TO THE POINT OF BEGINNING. SAID UTILITY EASEMENT CONTAINS 0.02 ACRES OR 940.00 SQ FT.

MOLSSON
ASSOCIATES

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



City of Grand Island

Tuesday, July 26, 2016

Council Session

Item G-8

#2016-177 - Approving Certificate of Final Completion for Hall County Sanitary Improvement District 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: July 26, 2016

Subject: Approving Certificate of Final Completion for Hall County Sanitary Improvement District No. 2; Sanitary Sewer Improvements - 2014

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

Background

The City Council awarded the bid for construction of Hall County Sanitary Improvement District No. 2; Sanitary Sewer Improvements – 2014 to Myers Construction, Inc. of Broken Bow, Nebraska on March 27, 2015, in the amount of \$1,361,451.80.

On September 23, 2014, by Resolution No. 2014-301 City Council approved Change Order No. 1, which addressed additional work days and materials in the amount of \$13,057.00 for a revised contract amount of \$2,180,806.00.

Work on the project commenced July 28, 2015, with final completion June 3, 2016.

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

Discussion

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Construction work was completed at a total cost of \$2,244,704.75, which is an overrun of \$10,380.00. Additional project costs are shown below.

ADDITIONAL DISTRICT COSTS

Olsson Associates	Design & Construction Engineering	\$ 257,372.91
Hall County Register of Deeds	Filing Fees	\$ 550.00
The Grand Island Independent	Advertising	\$ 299.31
Southern Power	Lift Station No. 25 & 26 Power Source	\$ 10,586.33
Bosselman Energy	Easements	\$ 39,010.00
Sdeepak Sinha	Easements	\$ 1,610.00
Wilkinson Development	Easements	\$ 1,820.00

Pragya, Inc.	Easements	\$ 13,780.00
Dale Bockmann	Easements	\$ 650.00
Karen Diane Bockmann	Easements	\$ 1,630.00

Subtotal Additional District Costs = \$ 327,308.55

Total project costs equate to \$2,572,013.30, of which \$2,369,722.83 will be repaid to the City by the Hall County Sanitary Sewer District. The promissory note will be presented to City Council at a future meeting.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Hall County Sanitary Improvement District No. 2; Sanitary Sewer Improvements – 2014.

Sample Motion

Move to approve the Certificate of Final Completion for Hall County Sanitary Improvement District No. 2; Sanitary Sewer Improvements – 2014.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Hall County Sanitary Improvement District No. 2;
Sanitary Sewer Improvements - 2014
CITY OF GRAND ISLAND, NEBRASKA
July 26, 2016

TO THE MEMBERS OF THE COUNCIL
CITY OF GRAND ISLAND
GRAND ISLAND, NEBRASKA

This is to certify that Hall County Sanitary Improvement District No. 2; Sanitary Sewer Improvements - 2014 has been fully completed by Myers Construction, Inc. of Broken Bow, Nebraska under the contract dated May 27, 2015. The work has been completed in accordance with the terms, conditions, and stipulations of said contract and complies with the contract, the plans and specifications. The work is hereby accepted for the City of Grand Island, Nebraska, by me as Public Works Director in accordance with the provisions of Section 16-650 R.R.S., 1943.

Hall County Sanitary Improvement District No. 2; Sanitary Sewer Improvements - 2014

BASE BID

Item No.	Description	Quantities Placed	Unit	Price Bid	Total Amount Completed
1	MOBILIZATION/DEMObILIZATION	1.00	LS	\$ 94,000.00	\$ 94,000.00
2	8" FORCE MAIN	426.00	LF	\$ 86.00	\$ 36,636.00
3	4" FORCE MAIN	2,361.00	LF	\$ 46.00	\$ 108,606.00
4	4" DIRECTIONALLY DRILLED FORCE MAIN (TWO (2) TOGETHER)	1,675.00	LF	\$ 72.00	\$ 120,600.00
5	4" DIRECTIONALLY DRILLED FORCE MAIN (SINGLE)	2,966.00	LF	\$ 46.00	\$ 136,436.00
6	10" GRAVITY SEWER LINE	27.00	LF	\$ 200.00	\$ 5,400.00
7	8" GRAVITY SEWER LINE	821.00	LF	\$ 64.00	\$ 52,544.00
8	6" GRAVITY SEWER LINE	233.00	LF	\$ 54.00	\$ 12,582.00
9	4" GRAVITY SEWER LINE	52.00	LF	\$ 38.00	\$ 1,976.00
10	TRENCHLESS CROSSING WITH 22"x0.438" W.T. STEEL CASING	396.00	LF	\$ 527.00	\$ 208,692.00
11	TRENCHLESS CROSSING WITH 16"x0.313" W.T. STEEL CASING	258.00	LF	\$ 302.00	\$ 77,916.00
12	4' DIAMETER MANHOLE - TYPE 2 (6' DEEP OR LESS)	7.00	EA	\$ 5,600.00	\$ 39,200.00
13	4' DIAMETER DROP MANHOLE - TYPE 2 (6' DEEP OR LESS)	1.00	EA	\$ 9,840.00	\$ 9,840.00
14	ADDITIONAL MANHOLE DEPTH	17.64	VF	\$ 400.00	\$ 7,056.00
15	AIR RELEASE STRUCTURE (TWO (2) FORCE MAINS)	3.00	EA	\$ 14,876.00	\$ 44,628.00
16	AIR RELEASE STRUCTURE (ONE (1) FORCE MAIN)	1.00	EA	\$ 9,430.00	\$ 9,430.00
17	D.I. FITTINGS	1,355.00	LB	\$ 5.60	\$ 7,588.00
18	CONNECTION TO EXISTING SEWER	6.00	EA	\$ 1,500.00	\$ 9,000.00
19	BUILD LIFT STATION NO. 25	1.00	LS	\$ 398,512.00	\$ 398,512.00
20	BUILD LIFT STATION NO. 26	1.00	LS	\$ 403,684.00	\$ 403,684.00
21	TRACER WIRE TEST BOX	10.00	EA	\$ 310.00	\$ 3,100.00
22	DEWATERING	1.00	LS	\$ 242,333.00	\$ 242,333.00
23	NORTH WASTEWATER TREATMENT PLANT ABANDONMENT	1.00	LS	\$ 27,500.00	\$ 27,500.00
24	EAST LIFT STATION ABANDONMENT	1.00	LS	\$ 14,860.00	\$ 14,860.00
25	SOUTH WASTEWATER TREATMENT PLANT ABANDONMENT	1.00	LS	\$ 21,790.00	\$ 21,790.00
26	REMOVE 6" CONCRETE PAVEMENT	13.00	SY	\$ 10.00	\$ 130.00

27	PLACE 6" CONCRETE PAVEMENT	317.00	SY	\$ 64.00	\$ 20,288.00
28	REMOVE 6" ASPHALT PAVEMENT	234.00	SY	\$ 8.00	\$ 1,872.00
29	PLACE 6" CONCRETE PAVEMENT WITH INTEGRAL CURB & GUTTER	286.00	SY	\$ 66.00	\$ 18,876.00
30	REMOVE & REPLACE 12" CONCRETE LANDING PAD	5.00	SY	\$ 112.00	\$ 560.00
31	REMOVE EXISTING SANITARY SEWER MANHOLE	1.00	EA	\$ 2,400.00	\$ 2,400.00
32	REMOVE EXISTING 12" CM STORM SEWER PIPE	28.00	LF	\$ 20.00	\$ 560.00
33	PLACE 12" CM STORM SEWER PIPE	25.00	LF	\$ 84.00	\$ 2,100.00
34	BUILD CURB INLET	1.00	EA	\$ 5,600.00	\$ 5,600.00
35	WHITE ROCK SURFACING	325.00	TN	\$ 48.00	\$ 15,600.00
36	LANDSCAPE ROCK	0.00	TN	\$ 52.00	\$ -
37	REMOVE & REPLACE CHAIN LINK FENCE	50.00	LF	\$ 48.00	\$ 2,400.00
38	REMOVE & REPLACE BARB WIRE FENCE	200.00	LF	\$ 8.00	\$ 1,600.00
39	BOLLARDS	5.00	EA	\$ 120.00	\$ 600.00
40	SEEDING (TYPE 1)	0.30	AC	\$ 4,500.00	\$ 1,350.00
41	SEEDING (TYPE 2)	1.57	AC	\$ 3,300.00	\$ 5,181.00
42	TREE REMOVAL/CLEARING AND GRUBBING	1.00	LS	\$ 1,160.00	\$ 1,160.00
43	EROSION CONTROL	0.60	LS	\$ 17,500.00	\$ 10,500.00
44	STRIPING	1.00	LS	\$ 6,500.00	\$ 6,500.00
					\$2,191,186.00

CHANGE ORDERS

45-1	CHANGE ORDER NO. 1	1.00	LS	\$ 47,018.75	\$ 47,018.75
46-2	CHANGE ORDER NO. 2	1.00	LS	\$ 6,500.00	\$ 6,500.00
					\$ 53,518.75

MYERS CONSTRUCTION, INC. =

\$2,244,704.75

ADDITIONAL DISTRICT COSTS

Olsson Associates	Design & Construction Engineering	\$ 257,372.91
Hall County Register of Deeds	Filing Fees	\$ 550.00
The Grand Island Independent	Advertising	\$ 299.31
Southern Power	Lift Station No. 25 & 26 Power Source	\$ 10,586.33
Bosselman Energy	Easements	\$ 39,010.00
Sdeepak Sinha	Easements	\$ 1,610.00
Wilkinson Development	Easements	\$ 1,820.00
Pragya, Inc.	Easements	\$ 13,780.00
Dale Bockmann	Easements	\$ 650.00
Karen Diane Bockmann	Easements	\$ 1,630.00

Subtotal Additional District Costs = \$ 327,308.55

GRAND TOTAL DISTRICT COSTS =			\$ 2,572,013.30
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I hereby recommend that the Engineer's Certificate of Final Completion for Hall County Sanitary Improvement District No. 2; Sanitary Sewer Improvements - 2014 be approved.

RESOLUTION 2016-177

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for Hall County Sanitary Improvement District No. 2; Sanitary Sewer Improvements – 2014, certifying that Myers Construction, Inc. of Broken Bow, Nebraska, under contract, has completed such improvements; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of the project; and

WHEREAS, the Mayor concurs with the recommendation of the City Engineer/Public Works Director.

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

1. The Certificate of Final Completion for Hall County Sanitary Improvement District No. 2; Sanitary Sewer Improvements – 2014, in the amount of \$2,572,013.30 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2016

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2016	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2016

Council Session

Item G-9

#2016-178 - Approving Bid Award for Community Development Block Grant Handicap Ramps 4th to 5th Streets; Sycamore Street to Eddy Street; Project No. 2014-2G

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: July 26, 2016

Subject: Approving Bid Award for Community Development Block Grant Handicap Ramps 4th to 5th Streets; Sycamore Street to Eddy Street; Project No. 2014-2G

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

Background

On July 1, 2015 the Engineering Division of the Public Works Department advertised for bids for the construction of handicap ramps and sidewalks on both 4th Street and 5th Street, from Sycamore Street to Eddy Street and for Lions Park rehabilitation. Solicitations were sent to sixteen (16) potential bidders.

On August 11, 2015, by Resolution No. 2015-215 City Council approved the bid award of handicap ramp installations along 5th Street; Sycamore Street to Eddy Street in the amount of \$84,408.65 and the paving of the alley between 4th and 5th Streets; Pine Street to Locust Street in the amount of \$66,504.40 to Prairie Land Construction, Inc. of Loomis, Nebraska. The Lions Park and 4th Street bid sections were withdrawn by the low bidder on this original bid as there were a few bid items missed. These sections were not awarded to the other submittal as their bid was well over the reasonable estimate. It was determined these sections would be rebid at a later date.

On June 17, 2016 the Engineering Division of the Public Works Department advertised for bids for the construction of handicap ramps and sidewalks on both 4th Street and 5th Street, from Sycamore Street to Eddy Street and for Lions Park rehabilitation. Solicitations were sent to thirty-two (32) potential bidders.

The City is required to have a planned schedule for upgrading public sidewalk ramps to conform to American with Disabilities Act (ADA) standards.

The area of 4th & 5th Street, from Sycamore Street to Eddy Street qualifies for the Community Development Block Grant (CDBG) and it is recommended that such funds be used to install handicap ramps and sidewalks in this location, as well as rehabilitate Lions Park during the 2016/2017 construction season. The City has met the full leverage amount of the grant with resurfacing work previously done on 4th Street.

Discussion

Two (2) bids were received and opened on June 20, 2016. The Engineering Division of the Public Works Department and the Purchasing Division of the City Attorney Office have reviewed the bids that were received. A summary of the bids is shown below.

	<i>SAUL RAMOS CONSTRUCTION, INC. OF SHELTON, NE</i>	<i>THE DIAMOND ENGINEERING CO. OF GRAND ISLAND, NE</i>
Base Bid	\$907,920.00	\$943,593.20
Alternate Bid	\$116,743.00	\$118,183.35
Exceptions	None	Noted
Grand Total	\$1,024,663.00	\$1,061,776.55

Public Works and Parks staff are recommending award of the Base Bid to Saul Ramos Construction, Inc. of Shelton, Nebraska in the total amount of \$714,865.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid award to the low compliant bidder, Saul Ramos Construction, Inc. of Shelton, Nebraska in the amount of \$714,865.00.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: June 30, 2015 at 2:00 p.m.
FOR: CDBG Handicap Ramp Project 2014-2G
DEPARTMENT: Public Works
ESTIMATE: \$920,000.00
FUND/ACCOUNT: 2511617-85213-25180
PUBLICATION DATE: June 17, 2016
NO. POTENTIAL BIDDERS: 32

SUMMARY

Bidder:	<u>Saul Ramos Construction</u> Shelton, NE	<u>Diamond Engineering Co.</u> Grand Island, NE
Bid Security:	Travelers Casualty & Surety Co.	Universal Surety Co.
Exceptions:	None	Noted
Bid Price:		
Base Bid:	\$ 907,920.00	\$ 943,593.20
Alternate Bid:	<u>\$ 116,743.00</u>	<u>\$ 118,183.35</u>
Grand Total:	<u>\$1,024,663.00</u>	<u>\$1,061,776.55</u>

cc: John Collins, Public Works Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Catrina DeLosh, PW Admin. Assist.
Renae Griffiths, Finance Director
Terry Brown, Mgr. Eng. Services

P1893

RESOLUTION 2016-178

WHEREAS, the City of Grand Island invited sealed bids for Community Development Block Grant Handicap Ramps 4th to 5th Streets; Sycamore Street to Eddy Street; Project No. 2014-2G, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on June 30, 2016 bids were received, opened, and reviewed; and

WHEREAS, Saul Ramos Construction, Inc. of Shelton, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$714,865.00; and

WHEREAS, Saul Ramos Construction, Inc.'s bid is the lowest responsive bid for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Saul Ramos Construction, Inc. of Shelton, Nebraska in the amount of \$714,865.00 for Community Development Block Grant Handicap Ramps 4th to 5th Streets; Sycamore Street to Eddy Street; Project No. 2014-2G is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2016	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2016

Council Session

Item G-10

#2016-179 - Approving License Agreement between the City and Verizon Wireless, LLC

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Attorney

Meeting: July 26, 2016

Subject: Approving License Agreement between City and Verizon Wireless, LLC

Presenter(s): Jerry Janulewicz, City Attorney

Background

Verizon Wireless (“Verizon”) desires to install, operate and maintain a wireless antenna node and related equipment within the City’s Fieldhouse in order to improve cellular communications and data access at that location, especially during time when heavy wireless demands are experienced. This is part of a larger project undertaken by Verizon that includes installation of wireless antenna nodes in a number of buildings at the Fonner Park/State Fair site, including facilities located in the Heartland Event Center building. The proposed agreement is for a term of five years and provides for the payment of an annual license fee of \$1,800 and an annual utility payment of 1,500. Based upon the equipment specifications provided by Verizon, City’s Electric Department believes the utility allowance will exceed the cost of the actual electric use. The financial terms of the agreement are consistent with the terms agreed upon by Verizon and the Hall County Livestock Improvement Association for installation of wireless antennas at the Fonner Park/Nebraska State Fair Site.

Discussion

The proposed license agreement is for a term of five years and provides for the payment of an annual license fee of \$1,800 and an annual utility payment of 1,500. Based upon the equipment specifications provided by Verizon, City’s Electric Department believes the utility allowance will exceed the cost of the actual electric use. It appears this is a first of its kind agreement considered by the City.

Alternatives

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

1. Approve the resolution whereby the City enters into the execution of the licensing agreement.
2. Disapprove or /Deny the resolution.
3. Modify the resolution to meet the needs of the City Council.
4. Table the issue.

Recommendation

City Administration recommends that the Council approve the resolution.

Sample Motion

Move to approve the resolution and the licensing agreement with Verizon Wireless.

LICENSE AGREEMENT

This License Agreement (the "**Agreement**") made this ____ day of _____, 20__ between the **City of Grand Island, Nebraska**, with its principal offices located at 100 East First Street, Grand Island, Nebraska 68801 hereinafter designated **LICENSOR** and **Verizon Wireless (VAW) LLC d/b/a Verizon Wireless** with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated **LICENSEE**. LICENSOR and LICENSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LICENSOR hereby grants to LICENSEE a license to certain space in the building located at 525 East Fonner Park Road, Grand Island, Nebraska (the "**Building**"), the underlying real property of which is legally described on Exhibit A, attached hereto and made a part hereof (the Building and the underlying real property are hereinafter sometimes collectively referred to as the "**Property**"), for the installation, operation and maintenance of communications equipment as depicted on Exhibit B, attached hereto and made a part hereof. The space licensed to LICENSEE shall include space inside the Building sufficient for the installation, operation and maintenance of antennas (the "**Antenna Space**"); together with such additional space within the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "**Cabling Space**") running between and among the Antenna Space and to all necessary electrical and telephone utility sources located within the Building or on the Property; together with the non-exclusive reasonable right of ingress and egress, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LICENSEE's communications facility (the "**Rights of Way**"). The Antenna Space, Cabling Space, and Rights of Way are hereinafter collectively referred to as the "**Premises**" and are as shown on **Exhibit B** attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located within the Building or on the Property, LICENSOR agrees to grant LICENSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for LICENSEE to operate its communications facility, provided the location of such utilities shall be as reasonably designated by LICENSOR. The Parties acknowledge and agree that LICENSEE's interests in the Premises granted hereunder may only be terminated pursuant to the express terms of this Agreement.

2. **CONDITION OF PROPERTY.** LICENSOR shall deliver the Premises to LICENSEE in a condition ready for LICENSEE's construction of its improvements. LICENSOR represents to LICENSEE that as of the Effective Date: (a) the Building (including without limitation the roof, foundations, exterior walls, interior load bearing walls, and utility systems) is (i) in good condition, structurally sound, and free of any leakage; and (ii) the Property and Building are in compliance with all Laws (as defined in Paragraph 23 below), including any applicable building codes, regulations, or ordinances which may exist with regard to the Building, or any part thereof; and (b) the Property is free of all lead-based paint and asbestos. If a breach of the representations and warranties contained in this Paragraph 2 is discovered at any time during the Term, LICENSOR shall, promptly after receipt of written notice from LICENSEE setting forth a description of such non-compliance, rectify same at LICENSOR's expense. Provided,

however, if the cost to rectify such non-compliance is in excess of \$2,000.00 LICENSOR may elect to terminate this agreement without liability to LICENSEE as a result of such termination.

3. TERM; LICENSE FEE.–

This Agreement shall be effective as of the date of execution by both Parties (the "**Effective Date**"), provided, however, the term shall be for five (5) years (the "**Term**") and shall commence on the first day of the month following the day that LICENSEE commences installation of the equipment on the Premises (the "**Commencement Date**") at which time license fee payments shall commence and be due at a total annual license fee of One Thousand Eight Hundred Dollars (\$1,800.00), to be paid in advance annually on the Commencement Date and on each anniversary of it in advance, to LICENSOR or to such other person, firm or place as LICENSOR may, from time to time, designate in writing at least thirty (30) days in advance of any license fee payment date by notice given in accordance with Paragraph 17 below. LICENSOR and LICENSEE agree that they shall acknowledge in writing the Commencement Date and the initial license fee payment may not actually be sent by LICENSEE until sixty (60) days after LICENSEE's receipt of the written acknowledgement from LICENSOR.

Upon agreement of the Parties, LICENSEE may pay license fees by electronic funds transfer and in such event, LICENSOR agrees to provide to LICENSEE bank routing information for such purpose upon request of LICENSEE.

LICENSOR hereby agrees to provide to LICENSEE certain documentation (the "**Property Documentation**") including without limitation: (i) documentation evidencing LICENSOR's interest in the Building and leasehold interest in the underlying real estate and right to receive license fee payments and other benefits hereunder; (ii) a completed Internal Revenue Service Form W-9, or equivalent for any party to whom license fee payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LICENSEE and within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LICENSOR shall provide to LICENSEE such Property Documentation. All documentation shall be acceptable to LICENSEE in LICENSEE's reasonable discretion. Delivery of Property Documentation to LICENSEE shall be a prerequisite for the payment of any license fees by LICENSEE.

Within thirty (30) days of a written request from LICENSEE, LICENSOR or any assignee(s) or transferee(s) of LICENSOR agrees to provide updated Property Documentation. Delivery of Property Documentation to LICENSEE shall be a prerequisite for the payment of any license fees by LICENSEE to such party.

4. ELECTRICAL. LICENSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. Commencing on the Commencement Date in consideration for electrical service, LICENSEE shall pay \$1,500.00 per year to LICENSOR. LICENSOR agrees and acknowledges that LICENSEE may not send the initial annual electrical payment until sixty (60) days after LICENSEE's receipt of the written acknowledgement referenced in paragraph 3 herein. LICENSEE shall not install replacement, new, or additional equipment that will result in the total electric power consumption of LICENSEE's equipment to exceed the electric power consumption demands of the equipment as installed on the Commencement Date.

5. *Reserved for Future Use*

6. USE; GOVERNMENTAL APPROVALS. LICENSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto but not including any tower, utility pole attachment, or exterior antenna or antenna node. LICENSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "**Governmental Approvals**") that may be required by any Federal, State or Local authorities as well as a satisfactory building structural analysis which will permit LICENSEE use of the Premises as set forth above. LICENSOR shall cooperate with LICENSEE in its effort to obtain such approvals. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LICENSEE determines that such Governmental Approvals may not be obtained in a timely manner, (iv) LICENSEE determines that the Premises is no longer technically compatible for its use; or (v) LICENSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LICENSEE shall have the right to terminate this Agreement. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All license fees paid to said termination date shall be retained by LICENSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LICENSEE shall have no further obligations for the payment of license fees to LICENSOR.

7. INDEMNIFICATION. Subject to Paragraph 8, below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

8. INSURANCE.

LICENSOR and LICENSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property. LICENSOR and LICENSEE each agree that it will include the other Party as an additional insured, as their interests may appear under this Agreement.

9. LIMITATION OF LIABILITY. LICENSOR shall not be liable to the LICENSEE, or any of its assignees, successors, affiliates, principals, agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. *Reserved for future use*

11. INTERFERENCE. LICENSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LICENSOR or other licensees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LICENSEE's equipment causes such interference, and after LICENSOR has notified LICENSEE of such interference by a written communication and a call to LICENSEE's Network Operations Center [at (800) 264-6620/(800) 621-2622], LICENSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LICENSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LICENSOR be entitled to terminate this Agreement or relocate the equipment as long as LICENSEE is making a good faith effort to remedy the interference issue. LICENSOR agrees that LICENSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LICENSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. REMOVAL AT END OF TERM. LICENSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LICENSEE to remain on the Premises after termination of this Agreement, LICENSEE shall pay license fees at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

14. RIGHTS UPON SALE. Should LICENSOR, at any time during the Term decide to sell or transfer all or any part of the Property or the Building thereon to a purchaser other than LICENSEE, such sale shall be under and subject to the terms of this Agreement.

15. QUIET ENJOYMENT AND REPRESENTATIONS. LICENSOR covenants that LICENSEE, on paying the license fees and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LICENSOR represents and warrants to LICENSEE as of the execution date of this Agreement, and covenants during the Term that LICENSOR is seized of good and sufficient title and interest to the Building, has a legally binding and effective leasehold interest in the underlying real estate, and has full authority to enter into and execute this Agreement. Notwithstanding anything herein to the contrary, the parties acknowledge that this License Agreement is subject to that certain Ground Lease by and between the Hall County Livestock Improvement Association and the City of Grand Island dated July 1, 2009 and any amendments thereto,

16. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LICENSEE without any approval or consent of the LICENSOR to the LICENSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LICENSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger,

acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LICENSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LICENSEE or transfer upon partnership or corporate dissolution of LICENSEE shall constitute an assignment hereunder.

17. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR: City of Grand Island, Nebraska
Attention: City Clerk
100 East First Street
Grand Island, NE 68801

LICENSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
Attention: Network Real Estate
180 Washington Valley Road
Bedminster, New Jersey 07921

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. RECORDING. LICENSOR agrees to execute a Memorandum of this Agreement which LICENSEE may record with the appropriate recording officer. The date set forth in the Memorandum of License is for recording purposes only and bears no reference to commencement of either the Term or license fees payments.

19. DEFAULT. In the event there is a breach by a Party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LICENSOR fails, within fifteen (15) days after receipt of written notice of such breach, to perform an obligation required to be performed by LICENSOR if the failure to perform such an obligation interferes with LICENSEE's ability to conduct its business in the Building; provided, however, that if the nature of LICENSOR's obligation is such that more than fifteen (15) days after such notice is reasonably

required for its performance, then it shall not be a default under this Agreement if performance is commenced within such fifteen (15) day period and thereafter diligently pursued to completion.

20. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LICENSEE undertakes any such performance on LICENSOR's behalf and LICENSOR does not pay LICENSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LICENSEE may offset the full undisputed amount due against all fees due and owing to LICENSOR under this Agreement until the full undisputed amount is fully reimbursed to LICENSEE.

21. ENVIRONMENTAL.

a. LICENSEE will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to LICENSEE'S activity conducted in, on, or in any way related to the Building or Property.

b. LICENSEE shall hold LICENSOR harmless and indemnify LICENSOR from and assume all duties, responsibility and liability at LICENSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LICENSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LICENSEE.

22. CASUALTY. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LICENSEE's operations at the Premises for more than forty-five (45) days, then LICENSEE may, at any time following such fire or other casualty, provided LICENSOR has not completed the restoration required to permit LICENSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LICENSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate

adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the license fees shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LICENSEE's use of the Premises is impaired.

23. APPLICABLE LAWS. During the Term, LICENSOR shall maintain the Property, the Building, Building systems, common areas of the Building, and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, and building codes (collectively "**Laws**"). LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all Laws, rules, and regulations relating to LICENSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE in the Premises. It shall be LICENSOR's obligation to comply with all Laws relating to the Building in general, without regard to specific use (including, without limitation, modifications required to enable LICENSEE to obtain all necessary building permits).

24. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the State of Nebraska without reference to its choice of law rules. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of that Party has the full right, power and authority to enter into and execute this Agreement on that Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

25. RELOCATION. If LICENSOR determines that the Building, and/or other improvements and/or facilities on which LICENSEE's Premises are located, must be taken out of service temporarily for maintenance, repair or replacement; or if the Building and/or other improvement and/or facility on which LICENSEE's Premises are located is to be permanently removed or relocated, LICENSOR may require LICENSEE to relocate its equipment to an alternate location upon the following terms and conditions:

(a) LICENSOR shall give LICENSEE at least sixty (60) days written notice prior to requiring LICENSEE to relocate from the Premises;

(b) LICENSEE will pay all costs incurred for relocating LICENSEE's equipment to the Alternate Premises;

(c) LICENSEE shall be allowed, if necessary in LICENSEE's reasonable discretion, to place a temporary installation in a location approved by LICENSOR during a temporary relocation and, upon completion of any maintenance, repair or similar work by LICENSOR, LICENSEE will be permitted to return to its original Premises from the temporary location; and

(d) If the Building and/or other improvement and/or facility on which LICENSEE's Premises are located is to be permanently removed, LICENSOR may terminate this Agreement..

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:

City of Grand Island, Nebraska

By: _____

Printed Name: _____

Its: _____

Date: _____

LICENSEE:

Verizon Wireless (VAW) LLC

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

Description of Property

That real estate located in the City of Grand Island, Hall County, Nebraska, which is described as follows:

A tract of land comprising a part of the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4), of Section Twenty Two (22), Township Eleven (11) North, Range Nine (9) West of the 6th. P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at the northeast corner of said Northeast Quarter of the Southwest Quarter (NE1/4SW1/4); thence running southerly on the east line of said Northeast Quarter of the Southwest Quarter (NE1/4SW1/4), on an Assumed Bearing of S00°00'32"W, a distance of Eighty (80.00) feet, to a point on the southerly right of way line of Fonner Park Road, and to the ACTUAL point of beginning; thence continuing S00°00'32"W, on the east line of said Northeast Quarter of the Southwest Quarter (NE1/4SW1/4), a distance of Three Hundred Seventy (370.00) feet; thence running N89°12'51"W, a distance of Two Hundred Twenty Five (225.00) feet; thence running N00°00'32"E, a distance of Ninety (90.00) feet; thence running N89°12'51"W, a distance of Five Hundred Seventy Five and Seventy Four Hundredths (575.74) feet; thence running N00°00'26"W, a distance of Two Hundred Seventy Nine and Sixty Hundredths (279.60) feet, to a point on the southerly right of way line of Fonner Park Road; thence running S89°14'35"E on the southerly right of way line of Fonner Park Road, a distance of Eight Hundred and Eighty One Hundredths (800.81) feet, to the ACTUAL point of beginning and containing 5.608 acres more or less.

EXHIBIT B

Site Plan of Antenna Space and Cabling Space

[See Attached]

RESOLUTION 2016-179

WHEREAS, to improve cellular communications and data access, Verizon Wireless LLC (“Verizon”) desires to install and maintain an wireless antenna node within Grand Island’s Fieldhouse building located at the Fonner Park/State Fair site; and

WHEREAS, pursuant to the terms of the proposed five-year license agreement, in consideration for a license granting permission for the placement, operation and maintenance of wireless facilities within the Fieldhouse, City would receive from Verizon an annual license fee of \$1,800.00 and an annual payment of \$1,500 to compensate the City for electric power used by the wireless equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND that the proposed licensing agreement between the City of Grand Island and Verizon Wireless, LLC for placement of wireless antenna nodes within the Grand Island Fieldhouse building should be, and hereby is, approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2016	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2016

Council Session

Item I-1

**#2016-180 - Consideration of Approving Resolution Directing
Property Owner to Repair Sidewalk at 823 West 17th Street**

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: July 26, 2016

Subject: Consideration of Approving Resolution Directing Property Owner to Repair Sidewalk at 823 West 17th Street

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

Background

On May 27, 2016 Code Enforcement was notified of the sidewalk in disrepair at 823 West 17th Street. Code Enforcement then made contact with the property owner (Vilma Segura) and provided a copy of City Code Section 32-58 regarding sidewalk construction. Property owner was given thirty (30) days to make necessary sidewalk repairs.

As of July 8, 2016 the necessary repairs were not made, and Public Works Administration was notified by Code Enforcement to request City Council order necessary repairs be completed.

Discussion

The Public Works Department is requesting that a resolution be passed giving the property owner 15 days to obtain the sidewalk permit and 15 days from issuance of such permit to complete the repairs of the sidewalk at 823 West 17th Street (Lot 5, Block 2, Gilberts Second Addition, Grand Island, Hall County, Nebraska), as this is a public safety concern.

If the property owner fails to either obtain the sidewalk permit in the 15 day timeframe or complete the necessary repairs 15 days after such permit is issued, the City of Grand Island will take steps to make the necessary repairs with all costs being the responsibility of the property owner.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve a resolution directing the property owner to obtain a permit and repair the sidewalk located at 823 West 17th Street (Lot 5, Block 2, Gilberts Second Addition, City of Grand Island, Hall County, Nebraska).

Sample Motion

Move to approve a resolution directing the property owner to obtain a sidewalk permit and repair the sidewalk.











RESOLUTION 2016-180

WHEREAS, the City has the authority under Neb. Rev. Stat., §16-662 and Section 32-58 of the City Code, to direct the repair and replacement of sidewalks by owners of the abutting property; and

WHEREAS, the sidewalk abutting 823 West 17th Street, legally described as Lot 5, Block 2, Gilberts Second Addition, City of Grand Island, Hall County, Nebraska, has been determined to be in need of repair and replacement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that notice be sent to the property owner to obtain a sidewalk permit within 15 days and within 15 days of such permit issuance to make the necessary repairs to the sidewalk abutting the property located at 823 West 17th Street (Lot 5, Block 2, Gilberts Second Addition, City of Grand Island, Hall County, Nebraska). If the property owner fails to either obtain the sidewalk permit in the 15 day timeframe or complete the necessary repairs within 15 days of such permit issuance, the City will cause the work to be done and assess the cost against the property.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2016	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2016

Council Session

Item I-2

**#2016-181 - Consideration of Approving Amendment to the
Redevelopment Plan Area 1 located at 415 South Cherry Street
(Hoppe Homes, Inc.)**

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

Staff Contact: Chad Nabity

RESOLUTION 2016-181

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. 1 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: site preparation, planning activities, public amenities, private roads, necessary utility extensions and improvements, 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 July 22, 2016	by _____ City Attorney
--------------------------------------	---------------------------

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 1 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
 - c. The 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.

- 2 -

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, July 26, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 26, 2016

Council Session

Item I-3

**#2016-182 - Consideration of Approving Amendment
Redevelopment Plan Area 2 between Lake Street and U.S.
Highway 34 and Tri Street and Locust Street (Wild Bills Wings &
Bowling, LLC)**

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

Staff Contact: Chad Nabity

RESOLUTION 2016-182

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

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

WHEREAS, the City has previously declared Redevelopment Area No. 2 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: site acquisition, site preparation, planning activities, public and private roads or streets, necessary utility extensions and improvements, 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 July 22, 2016	by _____ City Attorney
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1. The Redevelopment Plan of the City approved for Redevelopment Area No. 2 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission.
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.

- 2 -

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, July 26, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 26, 2016

Council Session

Item I-4

#2016-183 - Consideration of Approving Resolution Establishing Plan for 911/EOC Facility Construction

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Emergency Management Director

Meeting: July 26, 2016

Subject: Emergency Management/911 Facility

Presenter(s): Jon Rosenlund, Emergency Management Director

Background

The City Council requested the Emergency Management Interlocal Committee to reconvene and make a recommendation for a new facility and a method of payment for that facility. It is recommended by the Interlocal Committee to construct a primary 911/Emergency Operation Center facility at the Fire Station #1 location. The facility would be owned by the City of Grand Island and operated by the Emergency Management Department. Cost of the structure is estimated to be \$3.1 million.

Discussion

In May, the Emergency Management Department was instructed to reconvene the Emergency Management Interlocal Committee and obtain a single recommendation for the type of emergency management/911 communications facility and propose a method of paying for that facility. The proposed full-scale facility located at the Fire Station #1 is estimated to cost approximately \$3.1 million.

At that meeting, the Interlocal Committee recommended that a full-scale center for both the 911 Center and the Emergency Operations Center be constructed at Fire Station #1. It was the general consensus of the Interlocal Committee members that, after considering the costs of construction for the alternate and full-scale facilities, the most responsible use of public funds would be to construct the full scale center for 24 hour use. This facility will also provide a training location for the Fire Department as it will be directly adjacent to the developing training center at Station #1.

This 911/EOC facility would be purchased and owned solely by the City of Grand Island and construction and payment of the construction bond would not pass through the Emergency Management Department, excluding the facility from the Interlocal Agreement. Members of the County Board assigned to the Interlocal Committee have expressed their desire that the building be owned solely by the City of Grand Island and these Board members also understand that any expenses made by the Emergency

Management Department to operate and maintain the building in the future will fall under the conditions of the Interlocal Agreement and be shared accordingly.

The facility will be funded through a 2% increase in the telephone occupation tax, generating approximately \$330,000 to cover the estimated \$210,000 annual cost of a 20 year bond. The excess revenues from this 2% increase will be available for other public safety needs. The Ordinance related to this increase is detailed in a separate Council Agenda Item.

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 adopt this proposed Resolution.

Sample Motion

Move to approve the proposed Resolution.

RESOLUTION 2016-183

WHEREAS, through an Interlocal Agreement, the City of Grand Island and the County of Hall operate a joint 911/Emergency Operations Center utilizing facilities currently located in the basement of Grand Island City Hall; and

WHEREAS, due to physical hazards affecting City Hall it is prudent to develop and have in operational readiness both a primary and a secondary 911/Emergency Operations Center facility in order to better ensure the provision of emergency services in times of natural and other disasters and events that would interrupt 911/Emergency Communications at a single site; and

WHEREAS, the development of a new, primary 911/Emergency Operations Center at and upon City property at the location of Fire Station #1 would reduce development cost of a new center and would enable the City to provide additional training facilities needed by the City's Fire Department by co-location and shared use of resources by both departments; and

WHEREAS, the estimated \$3.1 million cost to develop, design, construct and equip a new, primary 911/Emergency Operations Center can be financed with the issuance of bonds to be paid from revenue derived from an additional 2% occupation tax on telecommunications providers within the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that City staff members are authorized and directed to proceed with such action as necessary for the planning, development, and construction of a new, primary 911/Emergency Operations Center at the site of Fire Station #1.

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Adopted by the City Council of the City of Grand Island, Nebraska, July 26, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 22, 2016	☐ City Attorney



City of Grand Island

Tuesday, July 26, 2016

Council Session

Item J-1

Approving Payment of Claims for the Period of July 13, 2016 through July 26, 2016

The Claims for the period of July 13, 2016 through July 26, 2016 for a total amount of \$4,226,651.38. A MOTION is in order.

Staff Contact: Renae Griffiths