
City of Grand Island



Tuesday, August 23, 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 - Pastor Rene Lopez, Iglesia de Dios, 2325 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, August 23, 2016

Council Session

Item C-1

Recognition of Brian Sands, Street Foreman with the Public Works Department for 50 Years of Service with the City of Grand Island

The Mayor and City Council will recognize Public Works Street Foreman Brian Sands for 50 years of service with the City of Grand Island. Mr. Sands was hired on August 18, 1966 as a Laborer, moved to Utilities Worker II on August 1, 1970, Equipment Operator I on November 16, 1971, Equipment Operator II on February 1, 1975, Street Foreman I on November 10, 1975, Street Foreman II on February 10, 1991, Street Supervisor on October 30, 1992 and on October 10, 2011 his job was reclassified to Street Foreman where he is still a supervisor. We congratulate Mr. Sands on his dedicated service to the City of Grand Island for the past 50 years.

Staff Contact: Mayor Jeremy Jensen


Fifty Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

BRIAN SANDS

For your Loyalty, Diligence, and Dedicated Service During Your Tenure With





Department Director

8-2-16

Date



Mayor

8-23-16

Date



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item E-1

Public Hearing on Request from Simbert, LLC dba Peacock Lounge, 2430 N. Broadwell Avenue for a Class “C” Liquor License

Council action will take place under Resolutions item I-1.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: August 23, 2016

Subject: Public Hearing on Request from Simbert, LLC dba Peacock Lounge, 2430 N. Broadwell Avenue for a Class “C” Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

Simbert, LLC dba Peacock Lounge, 2430 N. Broadwell Avenue has submitted an application for a Class “C” Liquor License. A Class “C” Liquor License allows for the sale of alcohol on and off sale inside the corporate limits of the city.

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

Also submitted with the application was a request from Kristen Ackerman, 1118 West 8th Street for a Liquor Manager Designation.

Staff recommends denial of the application based on the Police Department report (see attached). Denial is based on Nebraska State Statute 53-125 (2) and the Rules and Regulations of the Nebraska Liquor Control Act 010.01.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to **deny** the application for Simbert, LLC dba Peacock Lounge, 2430 N. Broadwell Avenue for a Class "C" Liquor License based on the Police Department report and Nebraska State Statute 53-125 (2) and the Rules and Regulations of the Nebraska Liquor Control Act 010.01.

08/18/16
15:40

Grand Island Police Department
LAW INCIDENT TABLE

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City : Grand Island
Occurred after : **:***:** **/**/****
Occurred before : **:***:** **/**/****
When reported : 08:00:00 07/19/2016
Date disposition declared : 07/28/2016
Incident number : L16072369
Primary incident number :
Incident nature : Liquor Lic Inv Liquor Lic Inv
Incident address : 2430 Broadwell Ave N
State abbreviation : NE
ZIP Code : 68803
Contact or caller :
Complainant name number :
Area location code : PCID Police - CID
Received by : Vitera D
How received :
Agency code : GIPD GIPD Grand Island Police Dept
Responsible officer : Vitera D
Offense as Taken :
Offense as Observed :
Disposition : ACT Active
Misc. number :
Geobase address ID : 1323
Long-term call ID :
Clearance Code : CL CL Case Closed
Judicial Status :

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INVOLVEMENTS:

Px	Record #	Date	Description	Relationship
NM	100641	08/04/16	Jamson, Paul	Building Owner
NM	30293	07/26/16	Ackerman, Kristen M	Owner/Manager
NM	103667	07/26/16	Valderaz, Guadalupe P	Owner
NM	179536	07/26/16	Peacock Lounge,	Business Involved

LAW INCIDENT CIRCUMSTANCES:

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

LAW INCIDENT NARRATIVE:

11:09:17 07/26/2016 - Vitera D
The Peacock Lounge is applying for a new liquor license, and Kristen Ackerman is applying to be the liquor manager.

LAW INCIDENT RESPONDERS DETAIL:

Se	Responding offi	Unit n	Unit number

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Grand Island Police Department
LAW INCIDENT TABLE

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1 Vitera D

LAW SUPPLEMENTAL NARRATIVE:

Seq	Name	Date
1	Vitera D	12:37:57 07/26/2016

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Grand Island Police Department
LAW INCIDENT TABLE

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Grand Island Police Department
Supplemental Report

Date, Time: Tue Jul 26 12:38:10 CDT 2016
Reporting Officer: Vitera
Unit- CID

A company called "SimBert," which is owned by Guadalupe Valderaz and Kristen Ackerman, is applying for a Class C (beer, wine, distilled spirits on & off sale) LLC Retail Liquor license for the Peacock Lounge. They are leasing the building from Paul Jamson. Paul advised that he is maintaining the rights to the name "Peacock Lounge."

Neither Guadalupe nor Kristen listed a spouse on the application. Guadalupe has lived in Grand Island since at least 1976 while Kristen has lived in Grand Island at different times for more than 20 years. Guadalupe didn't list any criminal convictions while Kristen listed: No Proof of Insurance in 1999, Driving Under Suspension in 2000, Driving During Suspension in 2002, No Pet Registration and Vaccination in 2005, Disturbing the Peace in 2009, Procure/Sell to a Minor in 2012, and Theft in May of 2016. Kristen is also applying to be the liquor manager.

I checked each applicant through Spillman and NCJIS. Guadalupe didn't have any potential violations listed in Spillman. I didn't find any indication of undisclosed convictions for Kristen in Spillman, however, I did find several code compliance complaints.

In July of 2014, someone complained about Kristen's property having trash and tall weeds coupled with motor oil being drained onto the sidewalk. A GIPD Community Service Officer (CSO) responded to the complaint, verified and addressed the complaint which was taken care of in the allotted timeframe. In December of 2014, a CSO responded to a similar complaint at Kristen's property. This time, it took about four months to gain compliance. During that time, new violations popped up. The last entry on the complaint is in August of 2015 where the CSO said that a reporting error caused the information to not reach the city attorney's office, but the violations were taken care of by the recheck in August. Another code violation complaint was investigated in April of this year alleging that there was trash, junk, and furniture scattered around on the property. The complaint was resolved in the allotted time.

Guadalupe does not have any convictions listed in NCJIS, and Kristen doesn't have any undisclosed convictions in NCJIS. Guadalupe and Kristen each have a valid Nebraska driver's license, and neither one of them have any outstanding warrants for their arrest.

I did a general Internet search on Guadalupe and Kristen but didn't find anything of interest. I also checked a paid law enforcement-only database which tends to provide mostly personal identifying information and information about civil issues. I found that Guadalupe had three civil judgments against her that all went to collections. One for \$713 which she was released from in 1996. One for \$2,245 which she was released from in 2008, and one for \$122 which she was released from in 2008.

Kristen had seven civil judgments listed. Five of them were from Hall County

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Grand Island Police Department
LAW INCIDENT TABLE

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and were all turned over to collections. The other two were in Los Angeles County. I found information online about the Los Angeles County cases. In one case, the notes say, "Judgment entered as a final disposition on 5/4/92 for (Musgrove, Daniel Bragg) against (Ackerman, Russ), (Ackerman, Kristen). Total \$250." The case status shows "Disposed by judgment" and the case file was destroyed in 2006. The other case shows that a judgment was entered as a final disposition on 12/30/96 against Kristen Marie Ackerman for a total of \$1641.50. The disposition is unknown, and the case file was ordered destroyed in 2007.

I called General Collection about some of the Hall County judgments. I was told they used to have five judgments against Kristen and six "open accounts." The open accounts terminology means that the cases never went to court, a lawsuit was never filed, and the judgments were paid voluntarily. The total between the open accounts and the judgments was \$4575.98. The entire balance has been paid with the last payment being in March of this year. Although some of the payments were made voluntarily, the last of the money was paid through a garnishment of wages.

Besides the judgments listed in the paid online law enforcement-only database, I found two more civil judgments in Hall County by looking in NCJIS. These two judgments have been satisfied. While Kristen has had a lot of judgments against her with most of them going to collections, it appears that they have all been satisfied.

I called Guadalupe on 7/29/16 and set up a meeting with her and Kristen on 8/3/16 at 0900. Nebraska State Patrol Investigator Joe Hansen and I met with Kristen and Guadalupe at the Peacock as scheduled. Paul Jamson was also there. He owns the building and advised that his grandfather started the Peacock back in the 1950's. Paul said even though Kristen and Guadalupe formed a company called "SimBert," they are just using the name of the Peacock and leasing the building from him. Guadalupe had told me on the phone when we set up the meeting that she works full time at the college. When we met, she said she has worked for Central Community College for forty-two years. Guadalupe said her main role for SimBert is to be the bookkeeper.

Investigator Hansen went through a checklist of questions with the applicants. When he was done, I went through the application with Kristen and Guadalupe. I'm going to summarize the rest of the interview due to receiving a call from RaNae Edwards and Kristen Ackerman on 8/4/16 saying that the application has been pulled.

In summary, the issues with this application are that Kristin has been convicted of selling alcohol to a minor which I believe violates Nebraska State Statute 53-131.01 dealing with new licenses. Kristen has a recent theft conviction from May of this year, Kristen has had numerous civil judgments rendered against her over the past twenty years (which have all eventually satisfied), and Kristen had several code enforcement issues which were also all eventually rectified. The theft conviction, civil judgments, and code compliance problems could fall under Nebraska State Statute 53-125 (2). One final issue is that Kristen and Guadalupe stated on the application that they weren't borrowing any money from anyone to establish and/or operate the business. While interviewing them, they said they will borrow \$15,000 to \$20,000 from Paul Jamson if they get a liquor license. The failure to disclose that information on the application could fall under the Rules and Regulations of the Nebraska Liquor Control Act 010.01.

All in all, the GIPD would not recommend that the Council give local approval to this application the way it stands now. It will be revisited when a new

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Grand Island Police Department
LAW INCIDENT TABLE

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application is submitted.

On 8/15/16, I received an email from RaNae Edwards stating the Peacock is now going back to Council on 8/23/16. RaNae said that she has not received an amended application. If that's the case, the GIPD still recommends that the Council not give local approval to this application for the reasons stated above. The statutes are attached.

Nebraska Revised Statute 53-131.01

Revised Statutes » Chapter 53 » 53-131.01

53-131

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53-132

Print Friendly

53-131.01. License; application; form; contents; criminal history record check; verification; false statement; penalty.

(1) The application for a new license shall be submitted upon such forms as the commission may prescribe. Such forms shall contain (a) the name and residence of the applicant and how long he or she has resided within the State of Nebraska, (b) the particular premises for which a license is desired designating the same by street and number if practicable or, if not, by such other description as definitely locates the premises, (c) the name of the owner of the premises upon which the business licensed is to be carried on, (d) a statement that the applicant is a citizen of the United States, that the applicant and the spouse of the applicant are not less than twenty-one years of age, and that such applicant has never been convicted of or pleaded guilty to a felony or been adjudged guilty of violating the laws governing the sale of alcoholic liquor or the law for the prevention of gambling in the State of Nebraska, except that a manager for a corporation applying for a license shall qualify with all provisions of this subdivision as though the manager were the applicant, except that the provisions of this subdivision shall not apply to the spouse of a manager-applicant, (e) a statement that the applicant intends to carry on the business authorized by the license for himself or herself and not as the agent of any other persons and that if licensed he or she will carry on such business for himself or herself and not as the agent for any other person, (f) a statement that the applicant intends to superintend in person the management of the business licensed and that if so licensed he or she will superintend in person the management of the business, and (g) such other information as the commission may from time to time direct. The applicant shall also submit two legible sets of fingerprints to be furnished to the Federal Bureau of Investigation through the Nebraska State Patrol for a national criminal history record check and the fee for such record check payable to the patrol.

(2) The application shall be verified by the affidavit of the petitioner made before a notary public or other person duly authorized by law to administer oaths. If any false statement is made in any part of such application, the applicant or applicants shall be deemed guilty of perjury, and upon conviction thereof the license shall be revoked and the applicant subjected to the penalties provided by law for that crime.

Nebraska Revised Statute 53-125

Revised Statutes » Chapter 53 » 53-125

53-124.15

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53-126

Print Friendly

53-125. Classes of persons to whom no license issued.

No license of any kind shall be issued to (1) a person who is not a resident of Nebraska, except in case of railroad, airline, or boat licenses, (2) a person who is not of good character and reputation in the community in which he or she resides, (3) a person who is not a citizen of the United States, (4) a person who has been convicted of or has pleaded guilty to a felony under the laws of this state, any other state, or the United States, (5) a person who has been convicted of or has pleaded guilty to any Class I misdemeanor pursuant to Chapter 28, article 3, 4, 7, 8, 10, 11, or 12, or any similar offense under a prior criminal statute or in another state, except that any additional requirements imposed by this subdivision on May 18, 1983, shall not prevent any person holding a license on such date from retaining or renewing such license if the conviction or plea occurred prior to May 18, 1983, (6) a person whose license issued under the Nebraska Liquor Control Act has been revoked for cause, (7) a person who at the time of application for renewal of any license issued under the act would not be eligible for such license upon initial application, (8) a partnership, unless one of the partners is a resident of Nebraska and unless all the members of such partnership are otherwise qualified to obtain a license, (9) a limited liability company, if any officer or director of the limited liability company or any member having an ownership interest in the aggregate of more than twenty-five percent of such company would be ineligible to receive a license under this section for any reason other than the reasons stated in subdivisions (1) and (3) of this section, or if a manager of a limited liability company licensee would be ineligible to receive a license under this section for any reason, (10) a corporation, if any officer or director of the corporation or any stockholder owning in the aggregate more than twenty-five percent of the stock of such corporation would be ineligible to receive a license under this section for any reason other than the reasons stated in subdivisions (1) and (3) of this section, or if a manager of a corporate licensee would be ineligible to receive a license under this section for any reason. This subdivision shall not apply to railroad licenses, (11) a person whose place of business is conducted by a manager or agent unless such manager or agent possesses the same qualifications required of the licensee, (12) a person who does not own the premises for which a license is sought or does not have a lease or combination of leases on such premises for the full period for which the license is to be issued, (13) except as provided in this subdivision, an applicant whose spouse is ineligible under this section to receive and hold a liquor license. Such applicant shall become eligible for a liquor license only if the commission finds from the evidence that the public interest will not be infringed upon if such license is granted. It shall be prima facie evidence that when a spouse is ineligible to receive a liquor license the applicant is also ineligible to receive a liquor license. Such prima facie evidence shall be overcome if it is shown to the satisfaction of the commission (a) that the licensed business will be the sole property of the applicant and (b) that such licensed premises will be properly operated, (14) a person seeking a license for premises which do not meet standards for fire safety as established

by the State Fire Marshal, (15) a law enforcement officer, except that this subdivision shall not prohibit a law enforcement officer from holding membership in any nonprofit organization holding a liquor license or from participating in any manner in the management or administration of a nonprofit organization, or (16) a person less than twenty-one years of age.

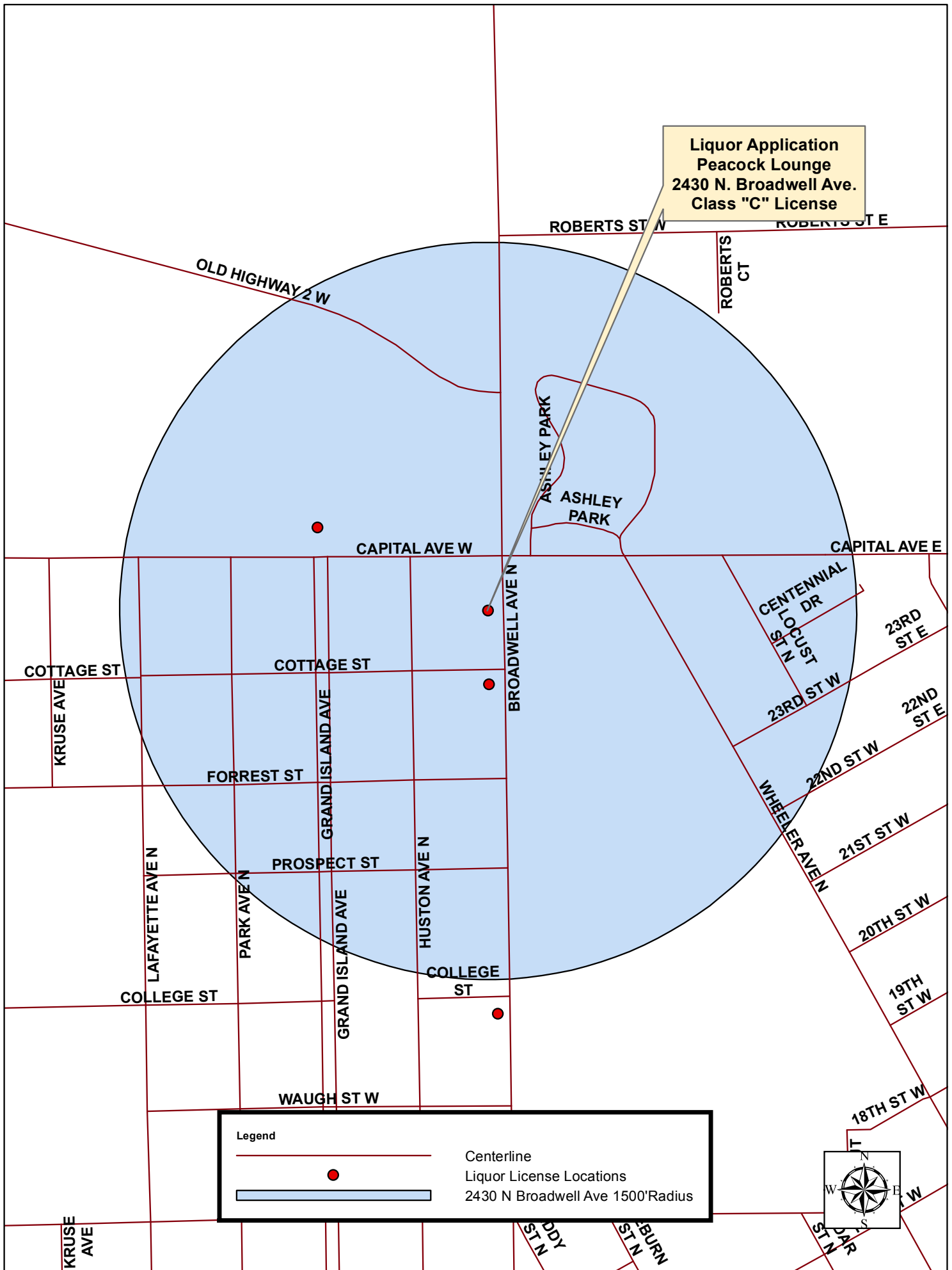
When a trustee is the licensee, the beneficiary or beneficiaries of the trust shall comply with the requirements of this section, but nothing in this section shall prohibit any such beneficiary from being a minor or a person who is mentally incompetent.

FALSIFICATION OF APPLICATION

010.01 No applicant for a liquor license, or partner, principal, agent or employee of any applicant for a liquor license shall provide false or misleading information to the Nebraska Liquor Control Commission, its executive director, or employees. Any violation of this provision may result in denial of application for a liquor license or, in the event that a license has already been issued, suspension, cancellation or revocation of such license.

FALSIFICATION OF INFORMATION

011.01 No licensee or partner, principal, agent or employee of any licensee shall provide false or misleading information to the Nebraska Liquor Control Commission, its executive director or employees. Any violation of this provision may result in suspension, cancellation or revocation of such license.





City of Grand Island

Tuesday, August 23, 2016

Council Session

Item E-2

Public Hearing on Request to Rezone Property Proposed for Platting as Lots 1, 2 & 3 & Outlots 1 & 2 and half the Adjacent ROW of Prairie Commons Subdivision located So. of Husker Hwy & West of US Hwy 281 from TA – Transitional Agricultural to CD – Commercial Development (Prataria Ventures, LLC)

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: August 23, 2016
Subject: Rezone from TA to CD Zone
Presenter(s): Chad Nabyt AICP, Regional Planning Director

Background

An application requesting a change of zoning for land proposed for platting as Lots 1, 2 and 3 and Outlots 1 and 2 and half of the adjacent right-of ways of Prairie Commons Subdivision from TA Transitional Agricultural to CD Commercial Development. This land is located in the NE ¼ (quarter) Section 36, Township 11, Range 10, South of Husker Highway and West of U.S. Highway 281.

Discussion

At the regular meeting of the Regional Planning Commission, held August 10, 2016 the above item was considered following a public hearing.

Concerning a change of zoning for land proposed for platting as Lots 1, 2 and 3 and Outlots 1 and 2 and half of the adjacent right-of ways of Prairie Commons Subdivision from TA Transitional Agricultural to CD Commercial Development. This land is located in the NE ¼ (quarter) Section 36, Township 11, Range 10, South of Husker Highway and West of U.S. Highway 281.

O'Neill opened the Public Hearing for all of the zoning changes concerned with this request and the Planning Commission made separate recommendations.

To rezone a parcel of ground south of Husker Highway west of U.S. Highway 281 north of Ponderosa Estates from **TA** Transitional Agriculture to **CD** Commercial Development Zone and **B2** General Business and **RO** Residential Office. The rezoning applications have been submitted with revised preliminary and final plats for a new subdivision named Prairie Commons Subdivision. A request to vacate Ewoldt Subdivision has also been received by the City. The preliminary plat for Prairie Commons Subdivision identifies 17 lots and 3 outlots and the initial final plat is for 7 lots and 3 outlots. The location of the proposed zoning changes is attached.

This property was platted as Ewoldt Subdivision and rezoned to CD Commercial Development Zone and annexed in 2006 in anticipation of development. In 2008, after 18 months without any activity on the development it was rezoned from CD back to TA per City Code.

O'Neill closed the Public Hearing.

A motion was made by Rainforth and seconded by Apfel to approve the rezone as presented.

Monter stated for the record she is employed by a subsidiary of Chief Industries and would normally abstain but she was needed for quorum and she would be voting for the rezoning request.

The motion carried with 7 members present and 7 voting in favor (O'Neill, Maurer, Monter, Ruge, Connick, 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:

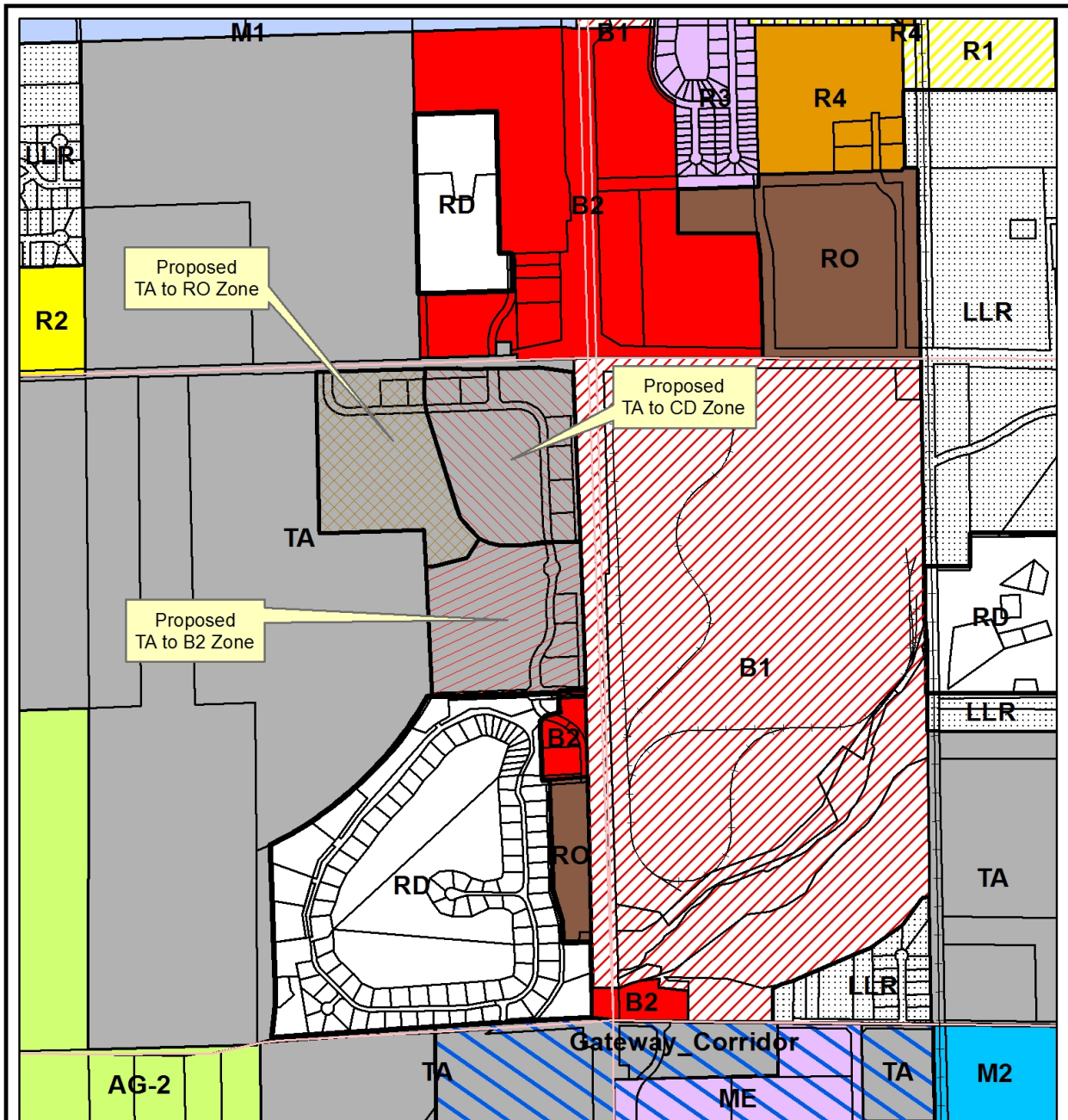
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

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-30-2016GI

C-31-2016GI

-  TA - Transitional Agriculture Zone
-  to CD - Commercial Development Zone
-  to RO - Residential Office Zone
-  to B2 - General Business Zone

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 Area that is requested for rezoning
 (SEE MAP)

Agenda Items 7, 8 and 11

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

July 25, 2016

SUBJECT: *Zoning Change* (C-30-2016GI) and (C-31-2016GI)

PROPOSAL: To rezone a parcel of ground south of Husker Highway west of U.S. Highway 281 north of Ponderosa Estates from **TA** Transitional Agriculture to **CD** Commercial Development Zone and **B2** General Business and **RO** Residential Office. The rezoning applications have been submitted with revised preliminary and final plats for a new subdivision named Prairie Commons Subdivision. A request to vacate Ewoldt Subdivision has also been received by the City. The preliminary plat for Prairie Commons Subdivision identifies 17 lots and 3 outlots and the initial final plat is for 7 lots and 3 outlots. The location of the proposed zoning changes is attached.

This property was platted as Ewoldt Subdivision and rezoned to CD Commercial Development Zone and annexed in 2006 in anticipation of development. In 2008, after 18 months without any activity on the development it was rezoned from CD back to TA per City Code.

OVERVIEW:

Site Analysis

Current zoning designation:

Permitted and conditional uses:

Comprehensive Plan Designation:

Requested Zoning Designation:

Existing land uses.

TA Transitional Agriculture

TA Agricultural uses including: raising of livestock, but not confined feeding, raising crops, greenhouses and nurseries and residential uses up to a density of 1 unit per 20 acres.

Commercial

CD office, medical, hospitality and retail uses as permitted and built according to the approved development plan. **B2** Commercial and retail uses including those with outside storage of merchandise, office uses and residential uses up to a density of 43 units per acre, **RO** Residential uses with no limit on the density except available parking spaces, office uses, personal services, assisted living facilities, day cares, and prescription related retail.

Farm Ground

Adjacent Properties Analysis

Current zoning designations:

Permitted and conditional uses:

North: B2- General Business

East: B1-Light Business

West TA- Transitional Agriculture

and South: B2-General Business and RD Residential Development Zone

RD Residential uses at a density of up to 43 dwelling units per acre depending on the plan approved by Council. **B2** Commercial and retail uses including those with outside storage of merchandise, office uses and residential uses up to a density of 43 units per acre. **B1** Commercial and retail uses except those with outside storage of merchandise, office uses and residential uses up to a density of 43 units per acre. **TA** Agricultural uses including: raising of livestock, but not

confined feeding, raising crops, greenhouses and nurseries and residential uses up to a density of 1 unit per 20 acres.

Comprehensive Plan Designation: **North:** Commercial
East: Commercial
West: Low to Medium Density Residential
South: General Commercial Low to Medium Density Residential

Existing land uses: **North:** Gas’N Shop, Strip Commercial, Vacant Property, Apartments
East: Stuhr Museum
West: Gravel Pit
South: Single Family Residential (Ponderosa Estates), Vacant Property

EVALUATION:

Positive Implications:

- *Consistent with the City’s Comprehensive Land Use Plan:* The subject property is designated for commercial development.
- *Accessible to Existing Municipal Infrastructure:* Water and sewer services are available to service the area. Sanitary sewer and water are along the north and east sides of the property.
- *Adjacent street is classified as an arterial:* Husker Highway is an arterial street. It is expected that this street will carry significant traffic.
- *Development Accommodates Expressway Designation by NDOR:* The Nebraska Department of Roads has classified U.S. Highway 281 as an expressway. As part of that designation they limit the development of access to U.S. Highway 281 to one every ½ mile. This proposed plan shows one access onto U.S. Highway 281 at the approve location.
- *Development of this property will likely require a stop light at the intersection of U.S. Highway 281 and Rae Road:* The entrance into Ponderosa Estates is currently a stop sign protected intersection with U.S. Highway 281.
- *Additional Development in another commercial node:* The development of this property will increase the development in the commercial node centered on U.S. Highway 281 and Husker Highway. As commercial development fills in existing areas such as along U.S. Highway 281 north it is important that the City continue to offer places for business location and expansion.
- *Monetary Benefit to Applicant:* Would allow the applicant to develop and sell this property.
- *Competition in the Medical Service Market:* The proposed use of a portion of this site as a new hospital will provide redundancy of medical services and competition within the hospital market offering choices to the citizens of Grand Island that do not result in leaving the city for services.

Negative Implications:

- *Increased Traffic on Husker Highway:* This development will lead to increased traffic on Husker Highway with some of that traffic driving past Heartland Lutheran High School.

Other

The Commercial Development Zone is proposed for the northeast corner of the property. This is the proposed site for a new hospital, medical office building and hotel with conference space. The CD zone gives the developers more flexibility in the creation of lots and more control over the set back of buildings.

The developers are also requesting that the northwest section of the property be rezoned to an RO Residential Office Zone. The RO zone would allow office buildings, including medical offices, apartments and assisted living facilities. This would allow an appropriate transition between the lake property immediately west of this site as it eventually develops with homes with lake frontage most likely similar to Ponderosa Estates or Brentwood.

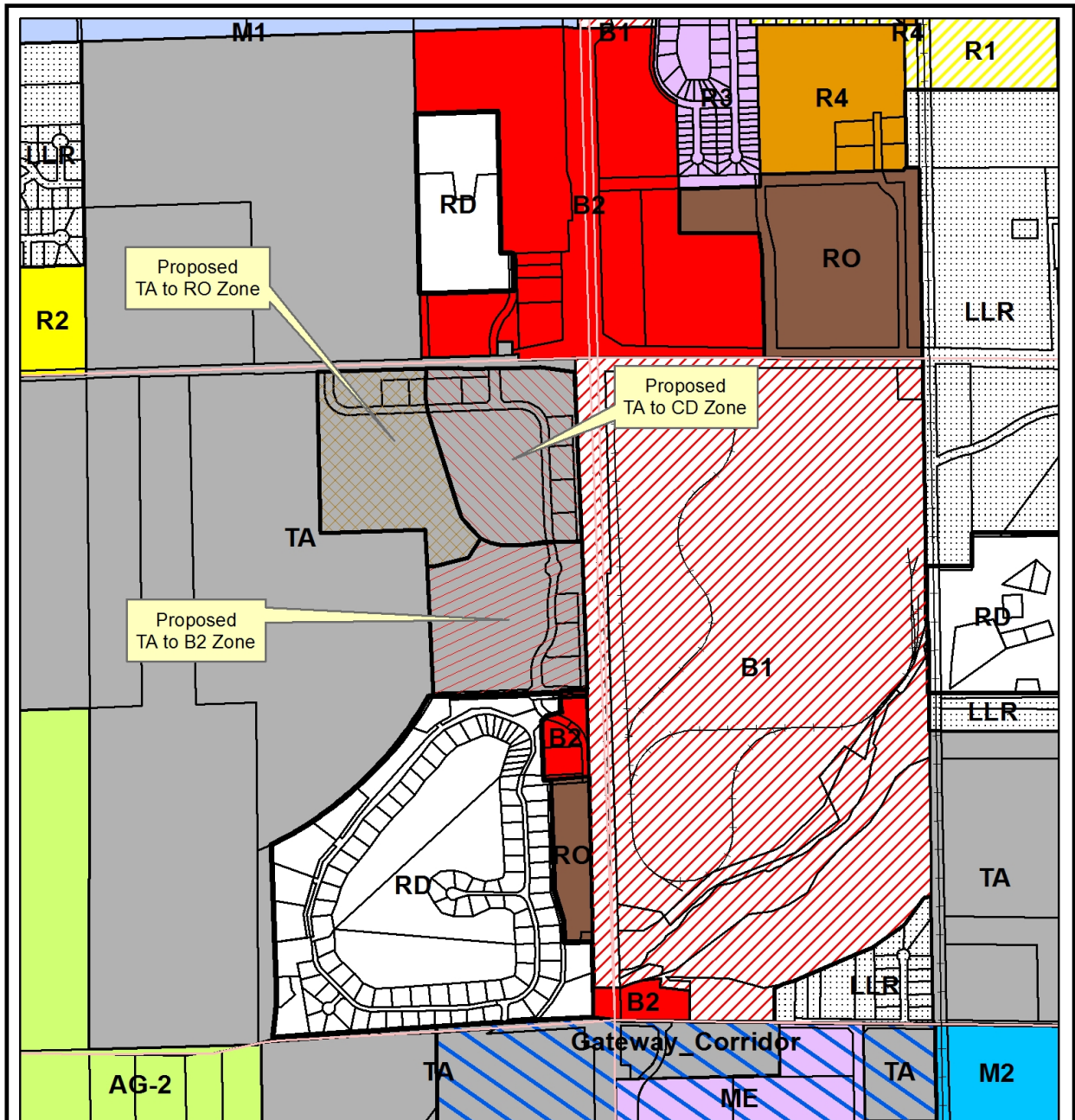
The southern portion of this property is proposed as a B2 General Business zone. This zoning district is consistent with the planned Highway Commercial development along this corridor. It is an extension of the B2 zoning immediately east of Ponderosa Estates south of Rae Road. The B2 Zone sets the minimum setbacks and defines the allowed uses but does not require the level of detail regarding those end users that is needed for the CD zone. This will create marketable lots along this frontage between Rae Road and the medical center anchor.

Council has expressed an interest in growing Grand Island toward Interstate 80. Development was proposed on this site in 2006 and stalled resulting in no development. A qualified developer with substantial experience in Grand Island and the State of Nebraska is bringing forward a project that will enhance the entrance to Grand Island and encourage further development toward Interstate 80.

RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on this site from **TA** Transitional Agriculture to **CD** Commercial Development Zone, **RO** Residential Office and **B2** General Business as shown on the attached map along with the Preliminary and Final Plats for Prairie Commons Subdivision as proposed.




_____ Chad Nability AICP, Planning Director




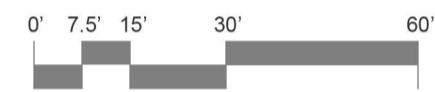
Proposed Zoning

Scale : NONE
 C-30-2016GI
 C-31-2016GI

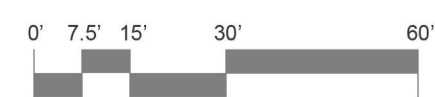
-  TA - Transitional Agriculture Zone
-  to CD - Commercial Development Zone
-  to RO - Residential Office Zone
-  to B2 - General Business Zone

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- 


 Area that is requested for rezoning
 (SEE MAP)



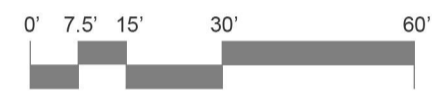
WEST ELEVATION - MOB



WEST ELEVATION - NO MOB



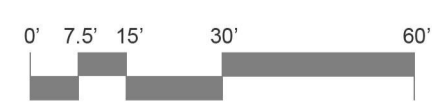
- ROOF LEVEL 158'-00"
- FOURTH FLOOR 144'-00"
- THIRD FLOOR 130'-00"
- SECOND FLOOR 115'-00"
- FIRST FLOOR 100'-00"



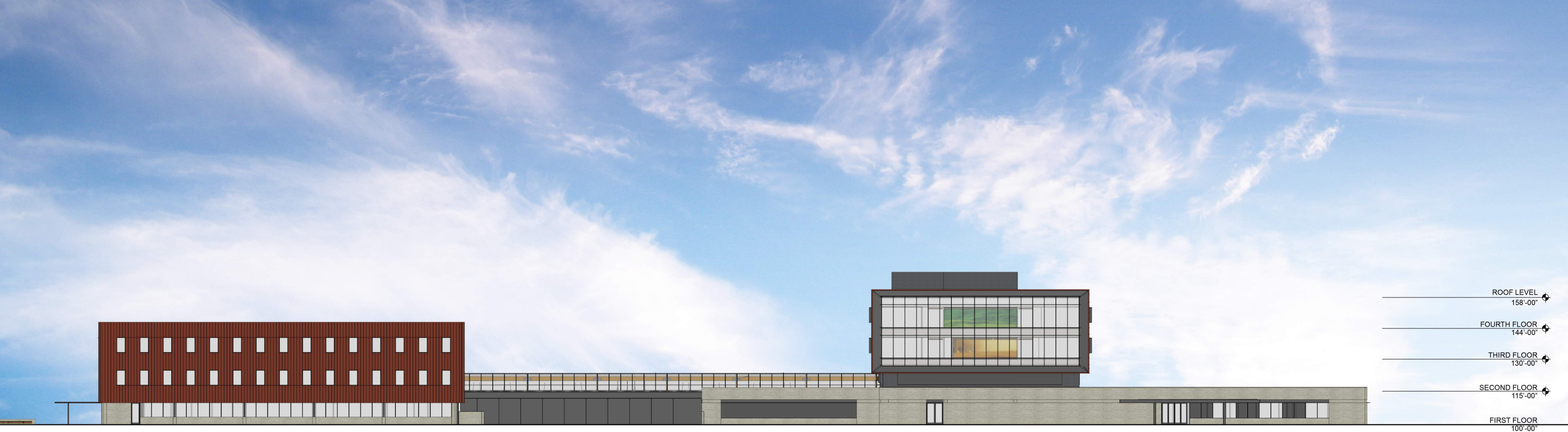
SOUTH ELEVATION - MOB



- ROOF LEVEL 158'-00"
- FOURTH FLOOR 144'-00"
- THIRD FLOOR 130'-00"
- SECOND FLOOR 115'-00"
- FIRST FLOOR 100'-00"



SOUTH ELEVATION - NO MOB



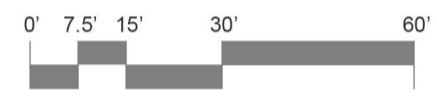
ROOF LEVEL
158'-00"

FOURTH FLOOR
144'-00"

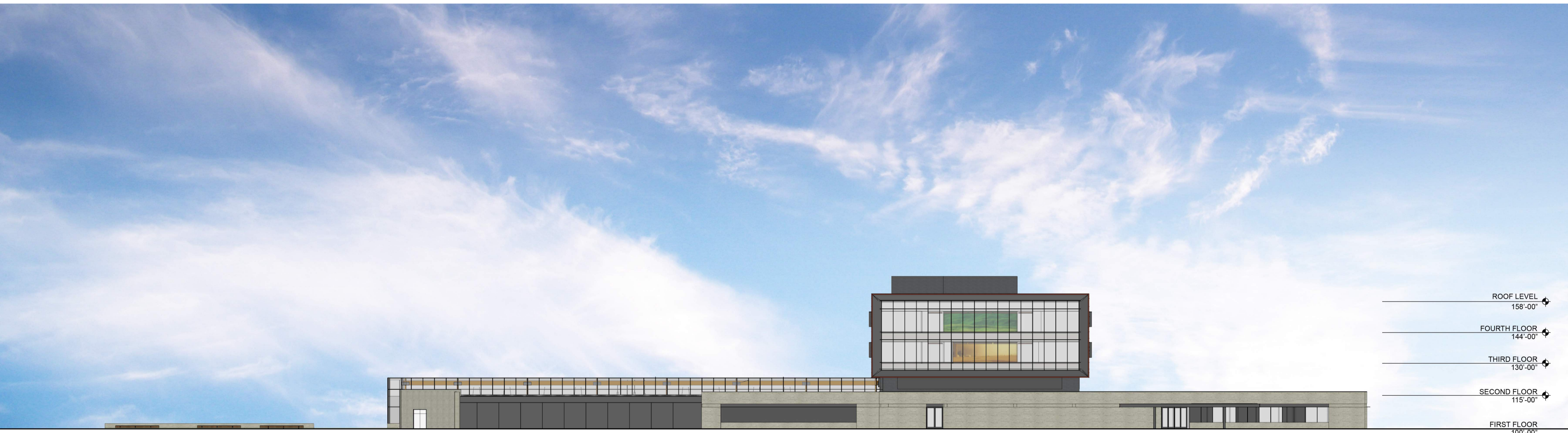
THIRD FLOOR
130'-00"

SECOND FLOOR
115'-00"

FIRST FLOOR
100'-00"



EAST ELEVATION - MOB



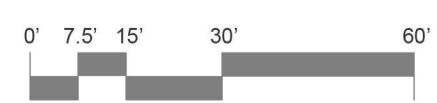
ROOF LEVEL
158'-00"

FOURTH FLOOR
144'-00"

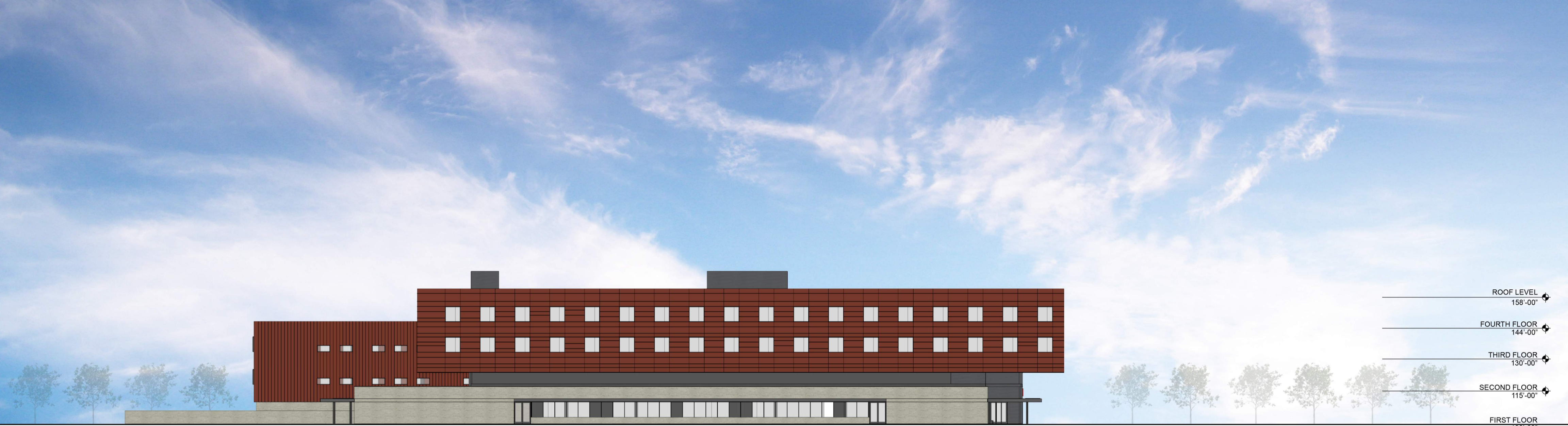
THIRD FLOOR
130'-00"

SECOND FLOOR
115'-00"

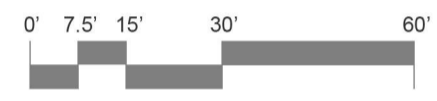
FIRST FLOOR
100'-00"



EAST ELEVATION - NO MOB



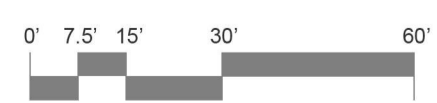
- ROOF LEVEL 158'-00"
- FOURTH FLOOR 144'-00"
- THIRD FLOOR 130'-00"
- SECOND FLOOR 115'-00"
- FIRST FLOOR 100'-00"



NORTH ELEVATION - MOB



- ROOF LEVEL 158'-00"
- FOURTH FLOOR 144'-00"
- THIRD FLOOR 130'-00"
- SECOND FLOOR 115'-00"
- FIRST FLOOR 100'-00"



NORTH ELEVATION - NO MOB





City of Grand Island

Tuesday, August 23, 2016

Council Session

Item E-3

Public Hearing on Request to Rezone Property Proposed for Platting as Lots 4 & 5 and half of the Adjacent ROW of Prairie Commons Subdivision located So. of Husker Hwy and West of US Hwy 281 from TA – Transitional Ag to RO – Residential Office and Lots 6 & 7 and Outlot 4 to B2 - General Business

Council action will take place under Ordinances item F-2.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: August 23, 2016
Subject: Rezone from TA to RO & B2 Zone
Presenter(s): Chad Nabyt AICP, Regional Planning Director

Background

An application requesting a change of zoning for land proposed for platting as Lots 4 and 5 and half of the adjacent right-of-ways of Prairie Commons Subdivision from TA Transitional Agricultural to RO Residential Office Zone and Lots 6 and 7 and Outlot 4 and the adjacent right-of-ways to B2 General Business Zone. This land is located in the NE ¼ (quarter) Section 36, Township 11, Range 10, South of Husker Highway and West of U.S. Highway 281.

Discussion

At the regular meeting of the Regional Planning Commission, held August 10, 2016 the above item was considered following a public hearing.

Concerning a change of zoning for land proposed for platting as Lots 4 and 5 and half of the adjacent right-of-ways of Prairie Commons Subdivision from TA Transitional Agricultural to RO Residential Office Zone and Lots 6 and 7 and Outlot 4 and the adjacent right-of-ways to B2 General Business Zone. This land is located in the NE ¼ (quarter) Section 36, Township 11, Range 10, South of Husker Highway and West of U.S. Highway 281.

O'Neill opened the Public Hearing for all of the zoning changes concerned with this request and the Planning Commission made separate recommendations.

To rezone a parcel of ground south of Husker Highway west of U.S. Highway 281 north of Ponderosa Estates from **TA** Transitional Agriculture to **CD** Commercial Development Zone and **B2** General Business and **RO** Residential Office. The rezoning applications have been submitted with revised preliminary and final plats for a new subdivision named Prairie Commons Subdivision. A request to vacate Ewoldt Subdivision has also been received by the City. The preliminary plat for Prairie Commons Subdivision identifies 17 lots and 3 outlots and the

initial final plat is for 7 lots and 3 outlots. The location of the proposed zoning changes is attached.

This property was platted as Ewoldt Subdivision and rezoned to CD Commercial Development Zone and annexed in 2006 in anticipation of development. In 2008, after 18 months without any activity on the development it was rezoned from CD back to TA per City Code.

O'Neill closed the Public Hearing.

A motion was made by Ruge and seconded by Rainforth to approve the rezone as presented.

Monter stated for the record she is employed by a subsidiary of Chief Industries and would normally abstain but she was needed for quorum and she would be voting for the rezoning request.

The motion carried with 7 members present and 7 voting in favor (O'Neill, Maurer, Monter, Ruge, Connick, 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:

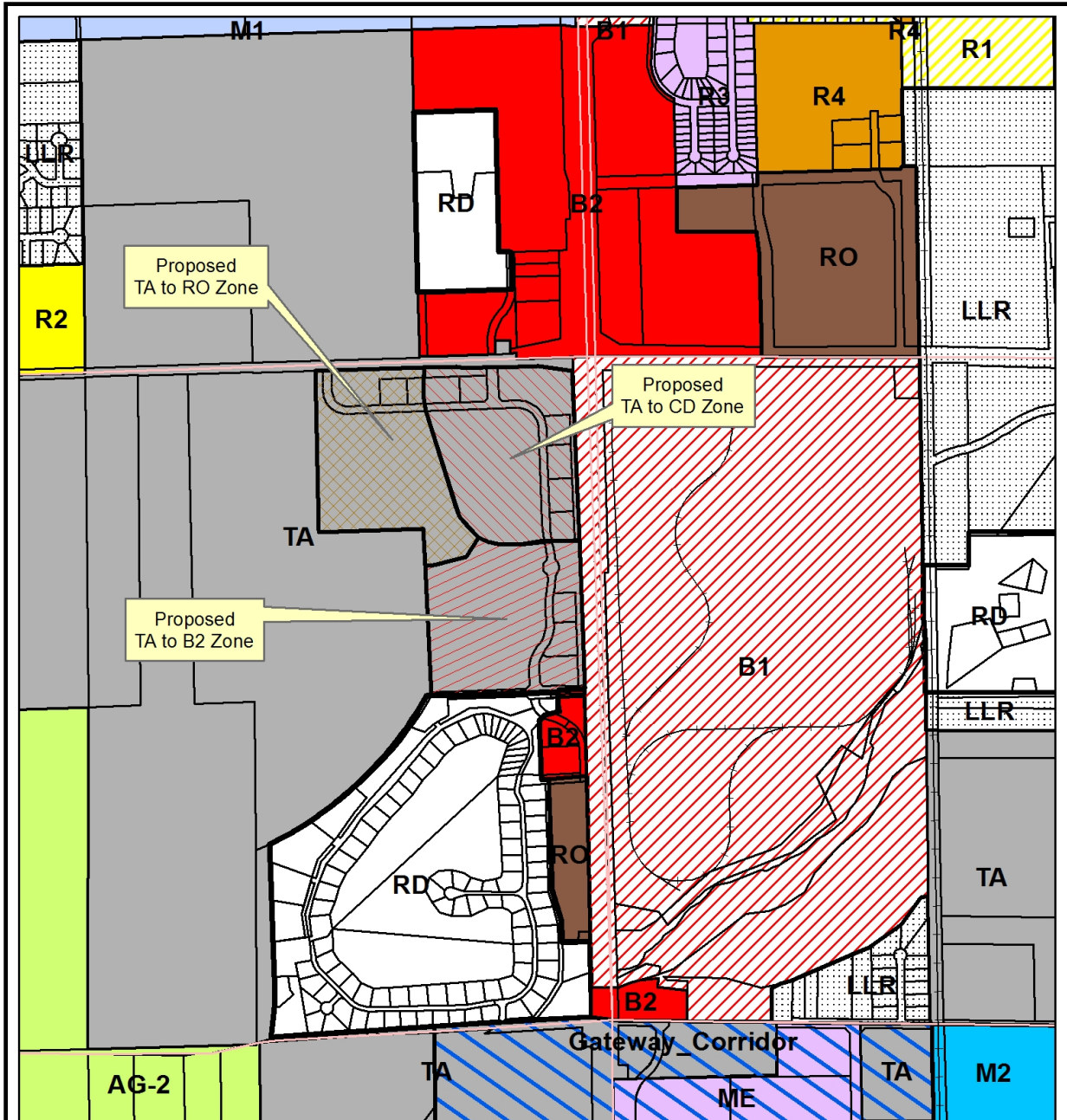
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Postpone the issue

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.




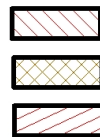
Proposed Zoning


Scale : NONE

C-30-2016GI

C-31-2016GI

-  TA - Transitional Agriculture Zone
-  to CD - Commercial Development Zone
-  to RO - Residential Office Zone
-  to B2 - General Business Zone




 Area that is requested for rezoning
 (SEE MAP)

Agenda Items 7, 8 and 11

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

July 25, 2016

SUBJECT: *Zoning Change* (C-30-2016GI) and (C-31-2016GI)

PROPOSAL: To rezone a parcel of ground south of Husker Highway west of U.S. Highway 281 north of Ponderosa Estates from **TA** Transitional Agriculture to **CD** Commercial Development Zone and **B2** General Business and **RO** Residential Office. The rezoning applications have been submitted with revised preliminary and final plats for a new subdivision named Prairie Commons Subdivision. A request to vacate Ewoldt Subdivision has also been received by the City. The preliminary plat for Prairie Commons Subdivision identifies 17 lots and 3 outlots and the initial final plat is for 7 lots and 3 outlots. The location of the proposed zoning changes is attached.

This property was platted as Ewoldt Subdivision and rezoned to CD Commercial Development Zone and annexed in 2006 in anticipation of development. In 2008, after 18 months without any activity on the development it was rezoned from CD back to TA per City Code.

OVERVIEW:

Site Analysis

Current zoning designation:

Permitted and conditional uses:

Comprehensive Plan Designation:

Requested Zoning Designation:

Existing land uses.

TA Transitional Agriculture

TA Agricultural uses including: raising of livestock, but not confined feeding, raising crops, greenhouses and nurseries and residential uses up to a density of 1 unit per 20 acres.

Commercial

CD office, medical, hospitality and retail uses as permitted and built according to the approved development plan. **B2** Commercial and retail uses including those with outside storage of merchandise, office uses and residential uses up to a density of 43 units per acre, **RO** Residential uses with no limit on the density except available parking spaces, office uses, personal services, assisted living facilities, day cares, and prescription related retail.

Farm Ground

Adjacent Properties Analysis

Current zoning designations:

Permitted and conditional uses:

North: B2- General Business

East: B1-Light Business

West TA- Transitional Agriculture

and South: B2-General Business and RD Residential Development Zone

RD Residential uses at a density of up to 43 dwelling units per acre depending on the plan approved by Council. **B2** Commercial and retail uses including those with outside storage of merchandise, office uses and residential uses up to a density of 43 units per acre. **B1** Commercial and retail uses except those with outside storage of merchandise, office uses and residential uses up to a density of 43 units per acre. **TA** Agricultural uses including: raising of livestock, but not

confined feeding, raising crops, greenhouses and nurseries and residential uses up to a density of 1 unit per 20 acres.

Comprehensive Plan Designation: **North:** Commercial
East: Commercial
West: Low to Medium Density Residential
South: General Commercial Low to Medium Density Residential

Existing land uses: **North:** Gas’N Shop, Strip Commercial, Vacant Property, Apartments
East: Stuhr Museum
West: Gravel Pit
South: Single Family Residential (Ponderosa Estates), Vacant Property

EVALUATION:

Positive Implications:

- *Consistent with the City’s Comprehensive Land Use Plan:* The subject property is designated for commercial development.
- *Accessible to Existing Municipal Infrastructure:* Water and sewer services are available to service the area. Sanitary sewer and water are along the north and east sides of the property.
- *Adjacent street is classified as an arterial:* Husker Highway is an arterial street. It is expected that this street will carry significant traffic.
- *Development Accommodates Expressway Designation by NDOR:* The Nebraska Department of Roads has classified U.S. Highway 281 as an expressway. As part of that designation they limit the development of access to U.S. Highway 281 to one every ½ mile. This proposed plan shows one access onto U.S. Highway 281 at the approve location.
- *Development of this property will likely require a stop light at the intersection of U.S. Highway 281 and Rae Road:* The entrance into Ponderosa Estates is currently a stop sign protected intersection with U.S. Highway 281.
- *Additional Development in another commercial node:* The development of this property will increase the development in the commercial node centered on U.S. Highway 281 and Husker Highway. As commercial development fills in existing areas such as along U.S. Highway 281 north it is important that the City continue to offer places for business location and expansion.
- *Monetary Benefit to Applicant:* Would allow the applicant to develop and sell this property.
- *Competition in the Medical Service Market:* The proposed use of a portion of this site as a new hospital will provide redundancy of medical services and competition within the hospital market offering choices to the citizens of Grand Island that do not result in leaving the city for services.

Negative Implications:

- *Increased Traffic on Husker Highway:* This development will lead to increased traffic on Husker Highway with some of that traffic driving past Heartland Lutheran High School.

Other

The Commercial Development Zone is proposed for the northeast corner of the property. This is the proposed site for a new hospital, medical office building and hotel with conference space. The CD zone gives the developers more flexibility in the creation of lots and more control over the set back of buildings.

The developers are also requesting that the northwest section of the property be rezoned to an RO Residential Office Zone. The RO zone would allow office buildings, including medical offices, apartments and assisted living facilities. This would allow an appropriate transition between the lake property immediately west of this site as it eventually develops with homes with lake frontage most likely similar to Ponderosa Estates or Brentwood.

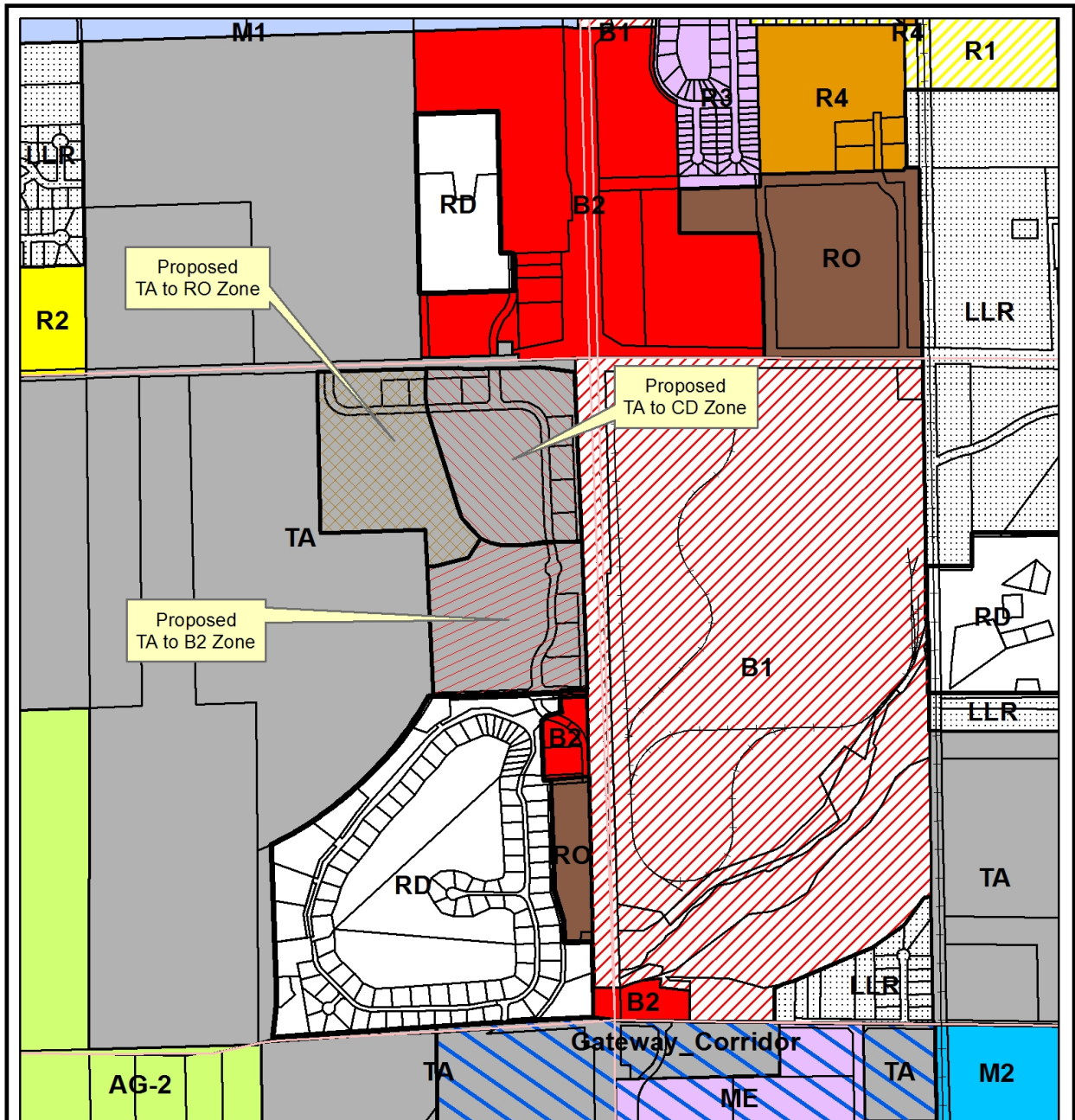
The southern portion of this property is proposed as a B2 General Business zone. This zoning district is consistent with the planned Highway Commercial development along this corridor. It is an extension of the B2 zoning immediately east of Ponderosa Estates south of Rae Road. The B2 Zone sets the minimum setbacks and defines the allowed uses but does not require the level of detail regarding those end users that is needed for the CD zone. This will create marketable lots along this frontage between Rae Road and the medical center anchor.

Council has expressed an interest in growing Grand Island toward Interstate 80. Development was proposed on this site in 2006 and stalled resulting in no development. A qualified developer with substantial experience in Grand Island and the State of Nebraska is bringing forward a project that will enhance the entrance to Grand Island and encourage further development toward Interstate 80.

RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on this site from **TA** Transitional Agriculture to **CD** Commercial Development Zone, **RO** Residential Office and **B2** General Business as shown on the attached map along with the Preliminary and Final Plats for Prairie Commons Subdivision as proposed.

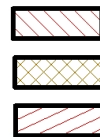
_____ Chad Nability AICP, Planning Director




Proposed Zoning

Scale : NONE
 C-30-2016GI
 C-31-2016GI

-  TA - Transitional Agriculture Zone
-  to CD - Commercial Development Zone
-  to RO - Residential Office Zone
-  to B2 - General Business Zone




 Area that is requested for rezoning
 (SEE MAP)



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item E-4

Public Hearing on Redevelopment Plan Amendment for CRA Area 17 located South of Husker Highway and West of U.S. Highway 281 (currently platted as Ewoldt Subdivision) (Prataria Ventures, LLC)

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP
Meeting: August 23, 2016
Subject: Site Specific Redevelopment Plan for CRA Area 17
Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2015, the Grand Island City Council declared property referred to as CRA Area 17 as blighted and substandard and approved a generalized redevelopment plan for the property. This site specific redevelopment plan is proposing to use Tax Increment Financing (TIF) for the redevelopment of property, site preparation and grading, demolition, installation of public utility and streets, installation of parking and private streets, and a convention center on this site.

Prataria Ventures, LLC has submitted an application for Tax Increment Financing to aid in the redevelopment of property to prepare for the construction of a Hospital, a Medical Office Building and a Hotel with attached conference space. This property is located at the southwest corner of Husker Highway and U.S. Highway 281. Staff has prepared a redevelopment plan for this property consistent with the TIF application. Also included with the redevelopment plan and application is a cost benefit analysis conducted by Professors Ron Konecny and Alan Jenkins with the University of Nebraska-Kearney.

The CRA reviewed the proposed development plan on July 27, 2016 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on August 10, 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 August 10, 2016. The Planning Commission approved Resolution 2016-09 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 redevelopment plan for CRA Area 17 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, demolition, planning activities, public amenities, private roads, necessary utility extensions and improvements, a conference center, and fees associated with the redevelopment project. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for an eligible TIF project and that it will not negatively impact existing services within the community or shift undo additional costs onto the current residents of Grand Island and the impacted school districts. There are a minimum of \$28,708,000 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 and will end upon final payment of the bond principal. The proposed bond for this project will be issued for the expected TIF proceeds for the 15 year period of \$28,708,000 with 0.0% interest rate. Valuation on the finished project is expected to be at least \$95,000,000 but has been estimated by the Hall County Assessor as possibly as high as \$149,000,000. Expected payout on the \$28,708,000 would be 14.5 years at \$95,000,000 and 8.7 years at \$149,000,000.

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 17
June 2016**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 17 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific project in Area 17.

Executive Summary:

Project Description

THE REDEVELOPMENT OF PROPERTY LOCATED SOUTH OF HUSKER HIGHWAY AND WEST OF U.S. HIGHWAY 281 (THE PROJECT SITE IS CURRENTLY PLATTED AS EWOLDT SUBDIVISION WHICH PLAT WILL BE VACATED AND A NEW PLAT RECORDED). THE PROJECT WILL CONSIST OF DEMOLITION OF EXISTING FARMS STRUCTURES, ALL SITE WORK AND GRADING TO PROMOTE AND ENHANCE DRAINAGE ACROSS THE SITE, INTALLATION OF ROADS, SEWER, WATER AND OTHER UTILITY INFRASTRUCTURE TO SUPPORT DEVELOPMENT OF THE SITE. THE PROJECT SHALL ALSO INCLUDE INFRASTRUCTURE IMPROVEMENTS AND MODIFICATIONS WITHIN THE PUBLIC RIGHT-OF-WAY OF HUSKER HIGHWAY (U.S. HIGHWAY 34) AND U.S. HIGHWAY 281 TO FACILITATE THE TRAFFIC THE PROJECT WILL GENERATE. THE INTIAL PHASE OF THIS DEVELOPMENT WILL CONSIST OF THE CONSTRUCTION OF A 4 STORY 64 BED HOSPITAL, A 66,000 SQUARE FOOT MEDICAL OFFICE BUILDING AND A 103 BED HOTEL WITH 7000 SQUARE FEET OF CONFERENCE/MEETING SPACE.

The use of Tax Increment Financing to aid in demolition, site clearance, and necessary infrastructure and grading improvements to redevelop the southwest corner of Husker Highway and U.S. Highway 281 currently platted as Ewoldt Sub 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 economically feasible. The project will result in the development of lots along this section of U.S. 281 toward U.S. Interstate 80. The proposed anchors for the first phase of this development location include a private hospital, medical office building and hotel with conference space. Subsequent phases of the remainder of the site include housing, office space and retail development. The developer has indicated that this development would not be considered nor financially feasible for at this location without the use of TIF.

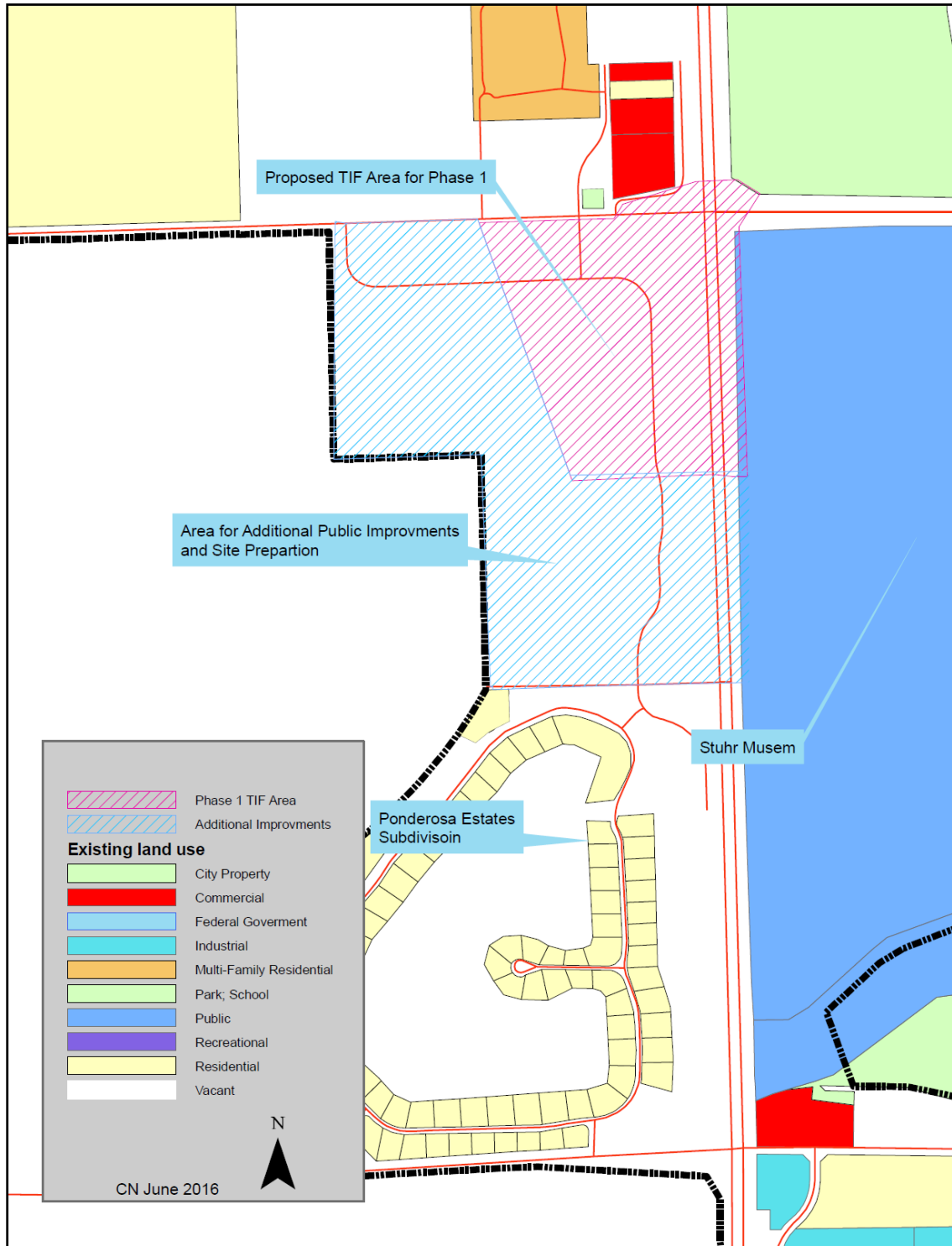
Prataria Ventures L.L.C., a wholly owned subsidiary of Chief Industries, Inc., owns the subject property. Chief Industries was founded in 1954 and is headquartered in Grand Island. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the site work and remodeling. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad

valorem taxes generated over the 15 year period beginning January 1, 2018 towards the allowable costs.

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: All of Ewoldt Subdivision in Grand Island, Hall County, Nebraska and the adjacent rights-of-way for Husker Highway/U.S. Highway 34, U.S. Highway 281 and Rae Road.



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 incremental value for the first phase will be created by the construction of a 64 bed private hospital, medical office building and hotel/conference center. This area is planned for commercial development with the Grand Island Comprehensive Plan and will need to be rezoned to either a B2 General Commercial or CD Commercial Development zone to accommodate the planned development. In addition, the current subdivision will be vacated and a new subdivision created to create the buildable lots of record for the first phase of redevelopment.

Statutory Pledge of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution providing for the issuance of the TIF Note, the Authority hereby provides that any ad valorem tax on the Redevelopment Project Area 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, 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 June 9, 2015.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

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

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

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

a. Land Acquisition:

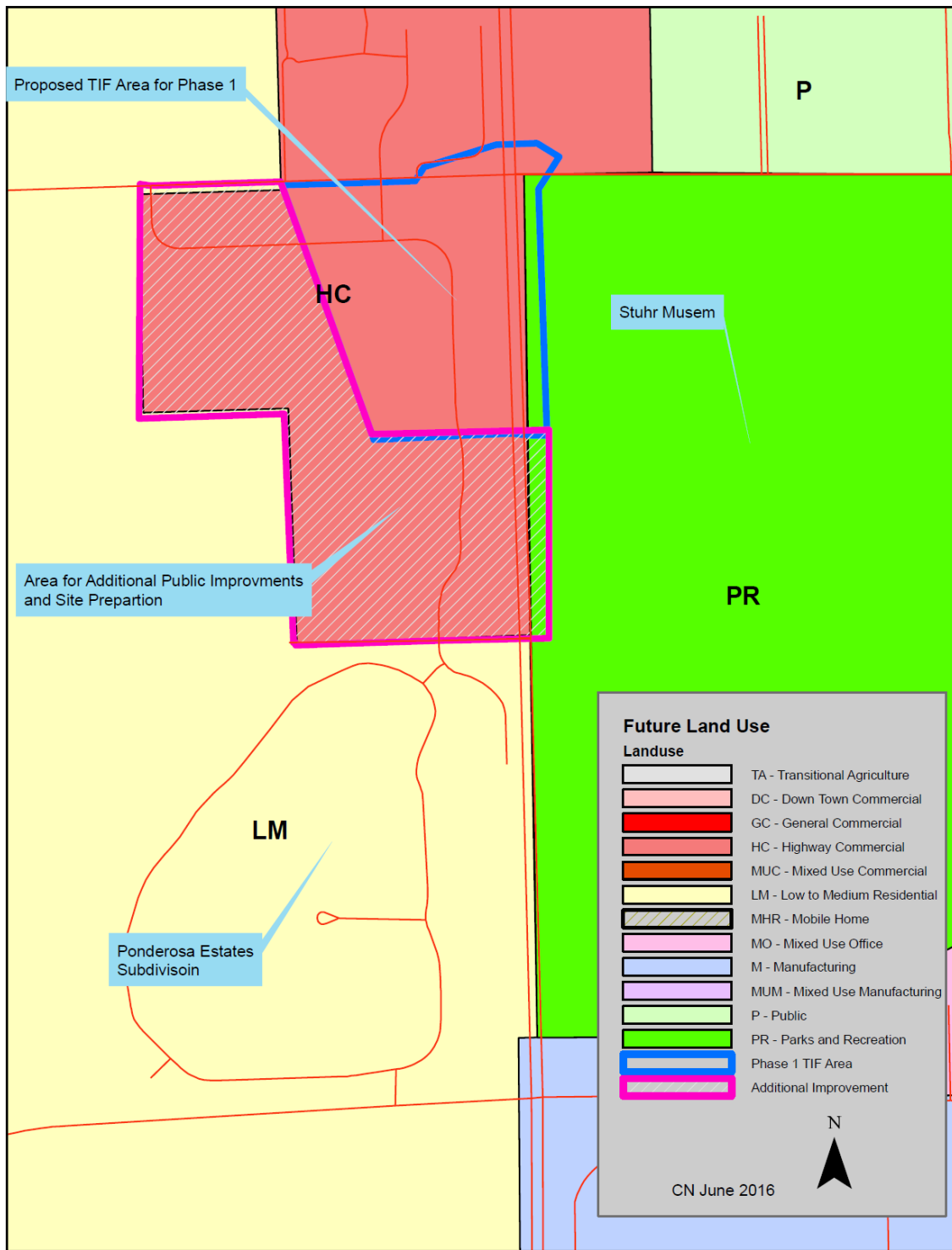
This Redevelopment Plan for Area 17 does not anticipate real property acquisition by the developer. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

The project to be implemented with this plan provides for the demolition and removal of the existing abandoned farm buildings on the property.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. This property is in private ownership and is planned for commercial uses [§18-2103(b) and §18-2111]. A site plan of the area after the proposed redevelopment is also attached. [§18-2111(5)]



City of Grand Island Future Land Use Map

Exhibit A



Proposed Site Plan as developed.

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

The property is currently platted as Ewoldt Subdivision. The existing Ewoldt Subdivision and all easements on the property will be vacated. The property will be replatted with a new street and lot configuration. Necessary easements will be dedicated with the new subdivision plat.

The area is zoned TA Transitional Agriculture. It is anticipated that the area for the first phase of redevelopment will be rezoned to accommodate the development to a B2 General Commercial or CD Commercial Development Zone. These zoning districts at this location are consistent with the Grand Island Comprehensive Development Plan. The westerly portions of the property may be rezoned to an RO Residential Office zone that allows apartments and office buildings and which would provide a buffer between anticipated lakefront residential development to the west. Internal streets will be platted to connect James Road on the north with the intersection of James Road (Prairie View Road) and Rae Road on the south. All properties will be graded to drain appropriately and streets will be designed based on final lot elevations. Streets, utility infrastructure and grading will be completed for the whole development during the first phase of this project. No changes are anticipated in building codes or ordinances. However, the CRA intends to require enhancements to building facades as part of a public space requirement of the redevelopment project. No 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 the proposed zoning districts. The CD zoning district allows for up to 50% of the CD zone to be covered with buildings. The B2 zone would allow coverage of up to 100% of the lot less required landscaping and the RO zoning district would allow up to 75% coverage. Final zoning on the project site will have to be approved by the Grand Island City Council prior to construction. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. Sufficient capacity exists within these systems to support this development at completion. Sewer, water will be extended throughout the site. The developer will be responsible for engineering and installation of all required utilities. Said utilities are expected to become part of the city infrastructure and will be accepted into the city systems after construction and inspection. Electric infrastructure will be extended throughout the site according to typical commercial installation requirements. Natural gas and communications infrastructure will be installed according to the agreements formed with the private companies that provide those services. The City of Grand Island will secure all necessary easements for utility infrastructure with the platting and development processes. Public façade easements will be acquired in all buildings constructed as part of the project. The

Redeveloper will be required to enhance the building exteriors and façades as provided in the redevelopment contract as a part of the public space development in the project over and above Commercial Development Zone building requirements. The façade improvements are required to ensure long-term durability of the buildings to prevent the recurrence of blighted conditions, with such façade improvements protected with a grant of an easement to the City by the Redeveloper.

[§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. No individuals or businesses will be relocated due to this development. [§18-2103.02]

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

The developer owns this property. The developer has identified the following expenses shown as exhibit B as potentially eligible for TIF based on the costs for the first phase development and site preparation/grading, streets and utility infrastructure for the full 96 acre site at \$28,910,839. Additional TIF may be generated and used for complete development of the remainder of the site for site acquisition, planning, architecture, legal and other eligible activities.

Project TIF Eligible Expenses

A. <u>Project Site Preparation Expenses</u>		
1. Demolition:		\$60,000
2. Grading/ <u>Stormwater</u> Detention:		<u>\$795,000</u>
	Total:	\$855,000
B. <u>Public Improvements</u>		
1. Public Streets; Public Utilities:		\$12,820,000
(Sanitary/Storm sewer, water, traffic Improvements)		
2. Façade Enhancements:		\$1,680,000
(Hospital, Hotel & Office Building)		
3. Private Street; Parking Lots:		\$4,038,000
4. Offsite Street and Highway Improvements		<u>\$553,000</u>
	Total:	\$19,091,000
C. <u>Planning Activities</u>		
1. Design of Public Improvements:		\$7,356,000
(Engineering, Architecture, Planning)		
2. Master Planning/Housing & Hotel Studies:		<u>\$59,000</u>
	Total:	\$7,415,000
D. <u>Conference Center</u>		
1.		<u>\$1,225,000</u>
	Total:	\$1,225,000
E. <u>TIF Related Expenses</u>		
1: Legal Fees		\$100,000
2 Cost Benefit Analysis		\$20,000
3 City and CRA Fees		<u>\$2,000</u>
	Total:	<u>\$122,000</u>
	Total Expenses:	\$28,708,000

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 \$28,708,000 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 after January 1, 2017 through December 2031. The developer will use the TIF Note to secure debt financing in an amount not to exceed \$28,708,000 to be paid to the note holder during the term of the financing.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

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

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring elements of blighted and substandard conditions within the area.

8. Time Frame for Development

Development of this project is anticipated to be completed between September of 2016 and December of 2018. Excess valuation should be available for this project for 15 years beginning with the 2017 tax year. Additional projects may be brought forward for separate consideration on parcels located outside of this initial phase.

9. Justification of Project

Demolition, extension of utilities, substantial site grading and installation of streets are necessary to facilitate redevelopment of this site. The redevelopment of this property by Prataria Ventures, LLC, will result in increased employment opportunities in the medical sector within Grand Island as well as expanded medical choices. This is a first step in extending development south along U.S. Highway 281 toward U.S. Interstate 80. The Grand Island City Council has made it clear with previous decisions that they support development toward the I-80/281 interchange.

Comment [CN]: We do need to decide which year the project begins 2017 or 2018? This will impact the amount of increment based on what improvements have been completed.

10. Cost Benefit Analysis The CRA will engage consultants to prepare a cost benefit analysis. The results of the analysis will be included as an appendix to this plan amendment.

Time Frame for Development

Development of this project is anticipated to be completed between September of 2016 and December of 2018. 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 2017 with taxes due in 2018. 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 \$28,708,000 the projected amount of increment based upon the anticipated value of the project and current tax rate.

Comment [CN]: Again we need to confirm the start date for the contract.

Appendix

Cost-Benefit Analysis

August 16, 2016

Report prepared by:

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DISCLAIMER

The results expressed in this report do not reflect the position of the University of Nebraska Kearney or the University of Nebraska System.

Cost/Benefit Analysis Summary Statement:

This appendix provides a cost/benefit analysis for the proposed Prataria Ventures Redevelopment Project in Grand Island, Nebraska. The report addresses all requirements for cost-benefit set forth in the Neb. Rev. Stat. §§18-2101 through 18-2150.

Summary of the Project

1. **Hospital:** 4 story, 64 patient rooms, approximately 172,000 square feet
2. **Office Building:** 3 story facility, approximately 66,000 square feet
3. **Hotel:** 110 guest rooms, approximately 81,500 square feet including 7,000 square feet of conference space

Any Cost-Benefit model used by the authority shall consider and analyze the following factors:

a) Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147

There are no tax shifts resulting from this TIF project. The base valuation is taxed at the same rate as other comparable property. Only the incremental taxes created by the Redevelopment project will be divided and captured to pay project eligible expenses for a period not to exceed 15 years.

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

Existing Public infrastructure has sufficient capacity to meet project needs. The project will have little impact on the number of students in Grand Island Public School District and will have no appreciable impact on school funding in the short run. At the end of the TIF period, the increased valuation will have a positive impact on school funding and other government funding. The City and Developer will negotiate an appropriate cost sharing for the new traffic signal and turning lane on Highway 281 at the south edge of the property. The GI Fire Department has indicated it will need to purchase \$18,000 in new equipment if the project is developed. Increased economic activity stemming from the project will increase GI sales tax revenue by \$250,000 per year.

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

There are no other firms locating or expanding within the redevelopment area.

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

The projected increase in Grand Island's population will provide the labor force necessary for low-skill employees at the hotel and hospital. The new medical facilities will help in the recruitment of additional healthcare providers into the MSA, which is currently underserved. There is now substantial out-migration for medical services, so the new facility should recapture some of those patients. The aging of the population will increase the demand for medical services. Hospital related employment will soften the impact of the closing of the Grand Island Veterans' Home.

Increased travel on Interstate – 80 will increase the demand for hotel rooms.

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

IMPLAN modeling estimates that the construction phase of the project will create \$153 million in economic activity in Hall County and generate \$260,000 in local sales tax during the construction phase. The on-going operation of the new facilities will add an additional \$145 million in economic activity and \$250,000 in local sales tax annually.

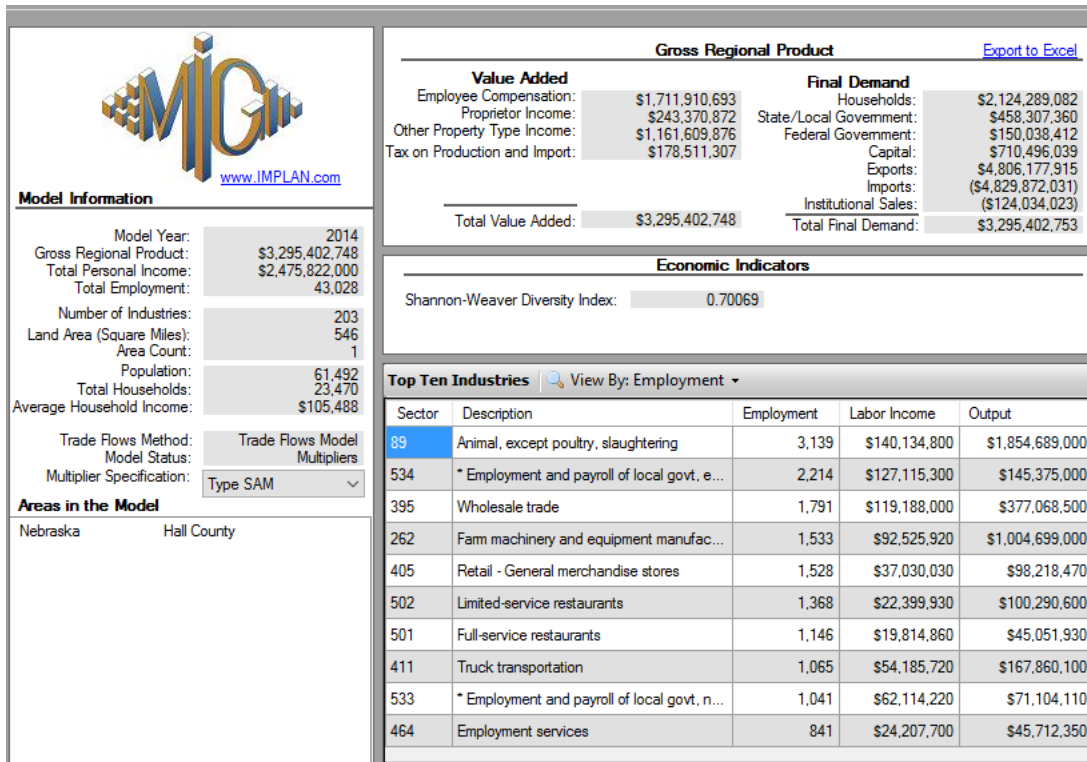
Researchers examined the statewide trends in TIF utilization to provide additional information for city authorities. Developers and local governments are continuing to use TIF financing, with 89 new projects in 2015. Use of TIF has varied yearly in response to changes in the national business cycle.

Each of these summary points are explained in more detail in the following sections.

Economic Impact Estimation: IMPLAN Modeling

An input/output model using IMPLAN software was used to analyze the economic impact of the Prataria Ventures project. IMPLAN, originally developed by the University of Minnesota and the USDA Forest Service in 1979, is widely used today in regional planning and impact analysis. IMPLAN provides a consistent economic framework for analysis at the regional, state, and/or county level. The model captures the cumulative impact on the economy as an initial expenditure in one industry ripples through the regional economy, creating the well-known multiplier effect in income and employment. For example, to produce more automobiles requires more steel, which requires more iron ore, which requires transportation and ore mining. Building more automobiles will increase employment and income in all industries that produce inputs for automobiles.

IMPLAN captures data down to the Zip code level, but the smaller the area of analysis the greater the economic leakage from the study area. This study uses Hall County level data. The economic characteristics of Hall County, as identified by IMPLAN, are presented in the following graphic. This IMPLAN screen identifies fundamental characteristics like the top ten industries by employment, average household income, the total number of industries in the county, and gross regional product. Behind this gateway screen is a dataset of 526 industry sectors. A change in expenditure in on sector is traced then by IMPLAN through the entire matrix for the study area.



The researchers used the latest available IMPLAN data set for Hall County to determine direct, indirect, and induced impacts created by the estimated employment and expenditure patterns of the proposed project.

- **Direct effect:** Represents the impacts (e.g. change in employment) for the expenditures and/or production values specified as direct final demand changes.
- **Indirect effect:** Represents the impacts (e.g. change in employment) caused by the iteration of industries purchasing from industries resulting from direct final demand changes.
- **Induced effect:** Represents the impacts (e.g. change in employment) on all local industries caused by the expenditures of new household income generated by the direct and indirect effects of direct final demand changes.

Each economic activity creates a different ripple effect through the county economy. The hospital construction phase will have significant impacts on wholesale trade, employment services, full-service restaurants, and trucking services. To build the \$60.8 million hospital, employment in the construction trades will obviously increase. As this employment increases, workers will spend their additional earnings on a wide variety of goods and services, thus creating more demand for consumer goods. Likewise, multiple vendors will supply inputs into the construction project, thus increasing their revenue and resulting economic activity.

Hospital Construction – Total Effects

Top Ten Industries Affected					
Sector	Description	Employment	Labor Income	Value Added	Output
52	Construction of new health care structures	373.9	\$16,495,545	\$21,491,378	\$60,796,971
395	Wholesale trade	22.7	\$1,568,480	\$2,936,943	\$4,844,274
464	Employment services	9.1	\$271,070	\$406,151	\$516,442
501	Full-service restaurants	8.7	\$156,449	\$173,154	\$357,652
411	Truck transportation	8.5	\$447,466	\$589,060	\$1,376,888
407	Retail - Nonstore retailers	8.0	\$118,106	\$398,540	\$745,401
502	Limited-service restaurants	7.0	\$118,306	\$277,163	\$532,579
403	Retail - Clothing and clothing accessories ...	6.6	\$123,167	\$264,786	\$461,586
440	Real estate	5.9	\$67,071	\$577,221	\$908,985
482	Hospitals	5.6	\$389,465	\$479,652	\$854,527

The construction phase creates a one-time injection of additional spending into the county while normal operation creates an annual stream of activity. The ongoing operation of the hospital will have a different impact than the construction phase. The following graphic lists the ten industries most affected as the hospital engages in its normal business. These identified impacts will change over time as technology and innovation alter the structural relationships between different industries.

Hospital Operation – Total Effects

Top Ten Industries Affected						
Sector	Description	Employment	Labor Income	Value Added	Output	
482	Hospitals	302.8	\$21,193,706	\$26,101,424	\$46,501,187	
464	Employment services	20.5	\$611,728	\$916,568	\$1,165,463	
501	Full-service restaurants	15.0	\$269,441	\$298,210	\$615,957	
502	Limited-service restaurants	9.1	\$154,123	\$361,074	\$693,816	
436	Other financial investment activities	9.0	\$78,837	\$87,699	\$1,024,691	
395	Wholesale trade	8.1	\$557,836	\$1,044,535	\$1,722,885	
440	Real estate	7.7	\$86,417	\$743,718	\$1,171,179	
437	Insurance carriers	7.4	\$396,636	\$1,310,703	\$2,907,329	
468	Services to buildings	6.4	\$132,417	\$148,039	\$236,407	
438	Insurance agencies, brokerages, and rela...	5.7	\$184,594	\$365,610	\$851,545	

IMPLAN has sufficient detail to capture the differences between somewhat similar activities. For example, the infrastructure matrix recognizes that paving a road uses different inputs than building a hospital.

TIF Infrastructure Construction – Total Effects

Top Ten Industries Affected						
Sector	Description	Employment	Labor Income	Value Added	Output	
56	Construction of new highways and streets	100.3	\$4,435,881	\$5,748,043	\$17,713,001	
57	Construction of new commercial structure...	13.3	\$559,586	\$719,318	\$1,680,000	
395	Wholesale trade	6.6	\$456,386	\$854,571	\$1,409,554	
411	Truck transportation	3.1	\$164,778	\$216,920	\$507,036	
501	Full-service restaurants	3.0	\$54,174	\$59,958	\$123,845	
407	Retail - Nonstore retailers	3.0	\$44,351	\$149,660	\$279,913	
403	Retail - Clothing and clothing accessories ...	2.5	\$46,402	\$99,756	\$173,899	
502	Limited-service restaurants	2.4	\$41,268	\$96,682	\$185,778	
464	Employment services	2.3	\$69,854	\$104,664	\$133,086	
445	Commercial and industrial machinery and ...	2.1	\$203,379	\$354,288	\$507,048	

Researchers modeled seven different impact scenarios. Unless noted otherwise, the modeling was based upon the amount of expenditure that was contained in project documents. This expenditure then created the unique impact tables like those just discussed. The following tables summarize the impacts. One reason that TIF is a popular development tool is that it fosters the leveraging of public and private resources.

TIF funds are combined with \$85.5 million in private construction spending for this project. The direct and multiplier impacts are presented in the following tables. Construction and operation impacts are evaluated and presented separately because construction creates a one-time injection of funding into the community while operation involves a multi-year stream. Thus, this particular project will generate seven distinct impact models, as presented in the following table. Because the model results are intended to reflect the impact on Hall County, the professional fees that are included in total TIF expenditures are not included in the analysis. Including these fees would overstate the impact on Hall County because it is likely that most of those professional fees are paid to companies outside the county. The annual revenues for the hotel and hospital are not known, but are estimated based upon the number of projected employees. According to IMPLAN, a hospital in Hall County with 296 employees (from company planning documents)

would produce \$45.5 million in annual revenue and a hotel with 45 workers would produce \$3.8 million in revenue annually.

Hall County Direct Impacts

Activity	Amount	FTE	Explanation	Time Frame
TIF Infrastructure	\$19,400,000	114	Professional fees not included	One-time
Hotel Construction	\$11,900,000	94		One-time
Hotel Operation	\$3,800,000	45	IMPLAN modeling with 250 employees calculates \$40.8 million.	Ongoing
MOB Construction	\$12,800,000	79		One-time
MOB Operation	\$40,800,000	250		Ongoing
Hospital Construction	\$60,800,000	374	IMPLAN modeling with 296 employees calculates \$45.5 million.	One-time
Hospital Operation	\$45,500,000	296		Ongoing

Hall County Indirect Impacts

Activity	Amount	Employment	
TIF	\$5,400,000	38	One-time impact
Hotel Construction	\$2,300,000	15	One-time impact
Hotel Operation	\$1,300,000	11	Ongoing, each year
MOB Construction	\$3,100,000	23	One-time impact
MOB Operation	\$8,400,000	70	Ongoing, each year
Hospital Construction	\$14,900,000	107	One-time impact
Hospital Operation	\$12,900,000	106	Ongoing, each year

Hall County Induced Impacts

Activity	Amount	Employment	
TIF	\$4,100,000	33	One-time impact
Hotel Construction	\$2,800,000	23	One-time impact
Hotel Operation	\$800,000	6	Ongoing, each year
MOB Construction	\$2,700,000	22	One-time impact
MOB Operation	\$18,600,000	151	Ongoing, each year
Hospital Construction	\$12,700,000	103	One-time impact
Hospital Operation	\$14,600,000	119	Ongoing, each year

To summarize, Direct, Indirect, and Induced Impacts are totaled. The construction activities will add more than \$150 million in economic activity to Hall County, and will support 1,023 jobs. The jobs number does not mean that total county employment will increase by 1,023 because some of the supported jobs are “retained” rather than new. Annual operations of the three facilities will add \$147 million per year to the Hall County economy and will support 1,054 jobs.

**Hall County Total Impacts
Construction**

Activity	Amount	Employment
TIF Infrastructure	\$28,900,000	185
Hotel Construction	\$17,000,000	131
MOB Construction	\$18,600,000	123
Hospital Construction	\$88,400,000	584
Total	\$152,900,000	1,023

**Hall County Total Impacts
Annual Operations**

Activity	Amount	Employment
Hotel Operation	5,900,000	62
MOB Operation	\$67,800,000	471
Hospital Operation	\$73,000,000	521
Total	\$146,700,000	1,054

Modeled Tax Receipts Impact

The increased economic activity stemming from the construction and operation of the proposed project will increase retail sales which in turn will increase sales tax receipts. The construction phase will add an estimated \$259,000 in Grand-Island sales tax receipts. The ongoing operations of the hotel, medical office building, and hospital will add approximately \$276,000 per year in city sales tax receipts.

**Construction Tax Receipts: One-time
TIF Infrastructure, Hotel, MOB, and Hospital**

	Tax Receipts
Tax on Production and Imports: Sales Tax	\$1,209,000
Nebraska State Sales Tax (5.5% rate)	\$950,000
Grand Island Sales Tax (1.5)	\$259,000
Personal Tax: Property Taxes(households)	\$20,000

**Operation Tax Receipts: Annually
Hotel, MOB, and Hospital Operation**

	Tax Receipts
Tax on Production and Imports: Sales Tax	\$1,288,000
Nebraska State Sales Tax (5.5% rate)	\$1,012,000
Grand Island Sales Tax (1.5)	\$276,000
Personal Tax: Property Taxes(households)	\$30,000

While the use of TIF influences the property tax receipts from the development, the increase in overall economic activity does increase sales tax. Further, though the property tax receipts from the development project are restrained by TIF in the short-term, some workers will upgrade to higher-value homes which means local government will see an increase in total property tax receipts.

Project Property Tax Revenue

The development site is currently assessed as farm land with a valuation of \$332,525. Before the project is undertaken the property will be reclassified as commercial property, which will increase its valuation to approximately \$1.9 million. At this time, which of these two numbers will provide the base valuation for the 15 year TIF period is unknown. After completion the assessed value is estimated by the developer to rise to \$90 million. At the conclusion of the 15 year TIF, the valuation will generate substantially more tax revenue than is currently paid on the property.

Estimated 2016 assessed value	\$332,525
Estimated value after completion	\$90,000,000
Incremental value	\$89,667,475
Levy rate	2.209761
Annual TIF generated (estimated)	\$1,981,437
TIF bond issue	\$28,708,000

Supporting Evidence Regarding Statutory Report Requirements

a) Tax shifts resulting from the approval of the use of funds pursuant to section 18-2147;

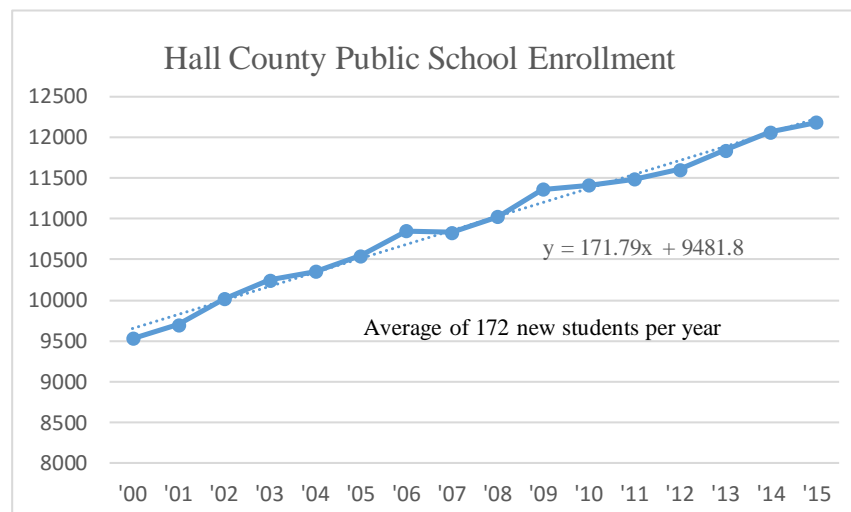
Prataria Ventures LLC, the developer for the project, is responsible for all onsite development costs. Infrastructure improvements directly benefiting the project are included in the TIF. Only the incremental taxes created by the Redevelopment project will be divided and captured to pay project eligible expenses for a period not to exceed 15 years. No direct project costs, or associated tax burdens, are shifted to local or state tax payers.

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

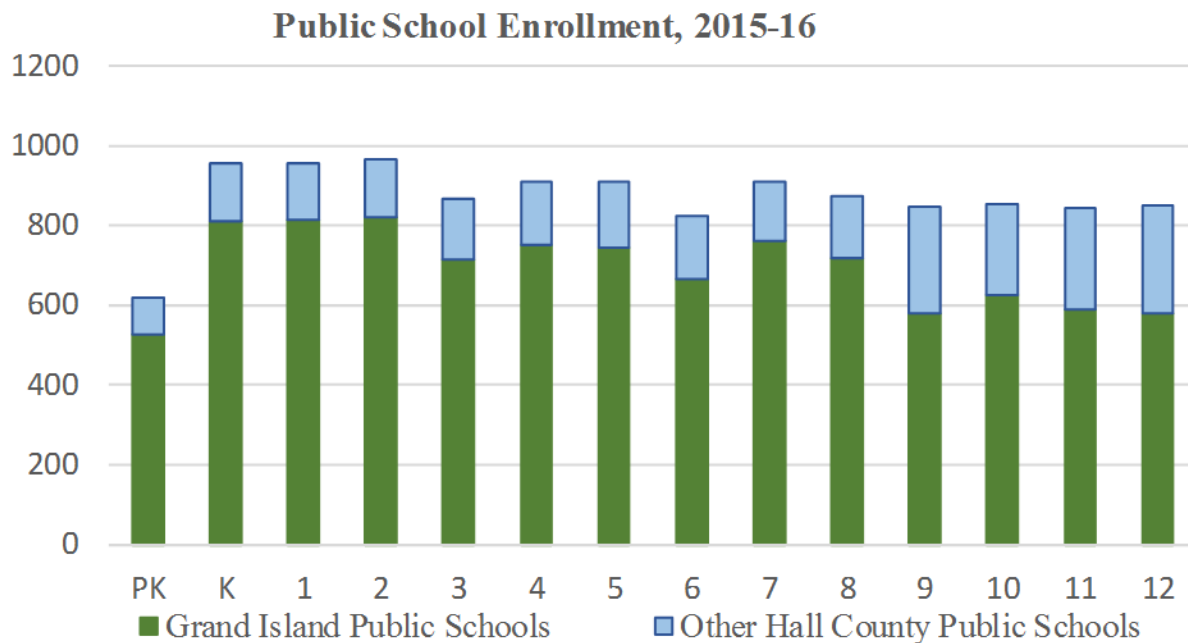
Potential Impact on the School District

Researches spoke with Mr. Virgil Harden, Executive Director of Business of the Grand Island Public Schools District, on August 8, 2016. Mr. Harden concurred with the researchers that the proposed project will have minimal impact on the total number of students in the district. He commented that the school district is currently engaged in a set of building and remodeling projects which will insure sufficient capacity for any project-related growth in student numbers.

The proposed project will have a minor impact on local population and thus will have little impact on the number of school-age children. The Grand Island Public School District is the 6th largest school district in Nebraska, with 9,698 students in the 2015-2016 school year. Some of the project employees may live outside the Grand Island Public School District boundaries, or may choose to send their children to a private school. The following graph illustrates enrollment trends for the entire county. Hall County Public Schools have added an average of 172 students per year for the last fifteen years. Enrollment growth from year to year has shown little variability. Any project related school enrollment would entail a fractional increase in the total number of Hall County students.



The distribution of students by grade is illustrated by the following graph. The student enrollment by grade indicates that there is an existing variability in the school age cohort moving through the school system. We estimate that the children associated with the development should not increase the current variation. It is impossible to predict the exact distribution of new students across grades and by specific school. The impact on public school districts is further moderated by the availability of private school options in Grand Island.



Source: Nebraska Department of Education

Using data from the Nebraska Department of Education, Grand Island Public Schools enrollment characteristics are compared with other similar sized districts. Staffing is an important cost factor for school districts. Grand Island Public Schools teacher Full Time Equivalent (FTE) and Pupil/Teacher ratios (PT) are close to other similarly sized districts and to the state averages. The existing PT ratios indicate that there is adequate staff to accommodate a minor increase in the total number of students.

	Rank					Staff FTE		Pupil Teacher	
		PK-6	7-8	9-12	Total	Elem	Sec	Elem	Sec
Papillion-La Vista Public Schools	4	6,315	1,763	3,436	11,514	430	331	14.7	15.7
Bellevue Public Schools	5	5,411	1,496	3,175	10,082	371	314	14.6	14.9
Grand Island Public Schools	6	5,850	1,477	2,371	9,698	533	139	13.7	17.1
Elkhorn Public Schools	7	4,770	1,216	2,093	8,079	389	126	15.4	16.6
Westside Community Schools	8	3,187	961	1,975	6,123	227	204	14.0	14.4
Kearney Public Schools	9	3,307	750	1,441	5,498	268	85	15.1	17.0

Source: Nebraska Department of Education, STATISTICS AND FACTS ABOUT NEBRASKA SCHOOLS 2015-2016

Given the existing staffing pattern and PT ratios, the Grand Island Public Schools, combined with the various private school options, are capable of absorbing the anticipated minimal increase in new students. Comparing Grand Island Public Schools with similarly sized districts provides evidence that GIPS is operating at an efficient scale. Average Daily Attendance (ADA)

and Average Daily Membership (ADM) both show GIPS cost per student similar to other like-sized districts.

District Name	By ADA	By ADM
Papillion-La Vista Public Schools	10,155	9,707
Bellevue Public Schools	10,790	10,244
Grand Island Public Schools	11,015	10,398
Elkhorn Public Schools	10,275	9,902
Westside Community Schools	12,430	11,921
Kearney Public Schools	10,650	10,144

Source: Nebraska Department of Education

Potential Impact on Fire and EMS Services

In Grand Island, the ambulance services are operated by the Fire Department. According to Russ Blackburn, there is an expected new equipment expense of \$18,000 if the second hospital is built.

Additional EMS Project Related Expenses

New equipment expenses	\$18,000
Additional training expenses	\$0
Net additional EMS transportation services expenses	\$0

Source: Russ Blackburn, Division Chief of Emergency Medical Services
Grand Island Fire Department

Potential Impact on Water

Grand Island relies on groundwater for its municipal supply. The city has adequate current capacity to accommodate any increase in demand from the proposed project.

Water Statistics

Number of wells at well field	21
Number of high pressure wells within city	6
Average depth of wells	120 feet
Capacity of water plant	43,800,000 gallons/day
Average consumption	12,900,000 gallons/day
Peak consumption	26,300,000 gallons/day
Storage capacity	9,700,000 gallons/day
Hardness (ppm)	255 (average)
Treated	Chlorinated only

Source: <http://www.grand-island.com/your-government/utilities/water-division/supply-information>

The existing capacity will meet any additional water demand stemming from the proposed project. No additional costs are shifted onto existing consumers as a result of the project.

Potential Impact on Sanitation/Wastewater

Upgrades to the Waste Water Treatment Plant beginning in 2003 give the plant capacity to deal with wastewater typically seen in a community of up to 100,000 people. The existing capacity will meet any additional wastewater stemming from the proposed project. No additional costs are shifted onto existing consumers as a result of the project.

Potential Impact on Natural Gas

NorthWestern Energy, the retail supplier of natural gas in Grand Island, is a regional diversified utility services company with approximately 400,000 electric customers in South Dakota and Montana, and 269,600 natural gas customers in South Dakota, Nebraska and Montana. NorthWestern Energy has the capacity to respond to large volume users through customized services tailored to specific projects. The existing network includes seven compressor stations capable of moving more than 335,000 dekatherms per day. Maximum aggregate daily gas deliverability is 195,000 dekatherms per day (northwesternenergy.com). Thus, the existing capacity will meet any additional natural gas demand stemming from the proposed project. The developer is responsible for all on-site utility infrastructure costs. No additional costs are shifted onto existing consumers as a result of the project.

Potential Impact on Electric Services

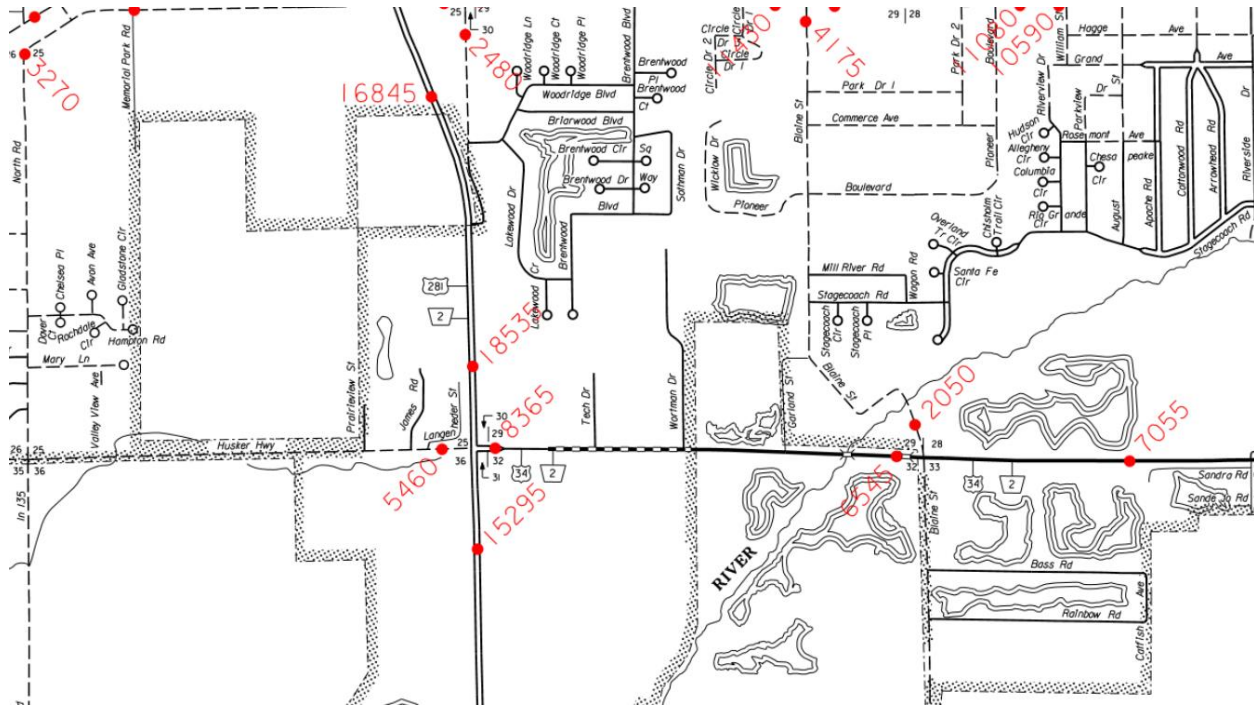
The Grand Island Utilities Department generates and distributes electricity and water to homes, businesses, and industries in and near Grand Island Nebraska. Within the boundaries of its service area the Utilities Department supplies 22,600 customers with electrical service. The Utilities Department is owned by the customers it serves and is governed by the Grand Island City Council as a financially self-supporting entity of the City of Grand Island. No taxes are used for the operation of the Utilities Department as all departmental operations are financed through electric and water revenue.

The Platte Generating Station has the capacity to produce 100 megawatts of electrical power. Generally, this provides sufficient power to satisfy consumer demand in Grand Island. During peak demand periods additional power is generated at the Burdick Power Station or purchased from other power producers. The existing electric grid has sufficient capacity to meet any increase in demand stemming from the proposed project.

Potential Impact on Transportation

The project site is located at the southwest corner of Highway 281 and Highway 34, approximately 4.5 miles north of Exit 312 on I-80. The existing roads have sufficient capacity to meet traffic flows into the development. The city planner anticipates the installation of a new traffic signal at the intersection of Highway 281 and the access road on the south side of the development. This installed traffic signal is compatible with the city's existing development plan for this area, will improve public safety, and by creating smoother access, will improve the economic viability of the project. At this time, the city and developer are working on a cost-

sharing proposal for the new traffic signal. Because this improvement is tied to the development of the area, not just the proposed project, it is reasonable that the city cover some of the cost. Thus, no project costs are pushed on to the wider community.



Statutory Report Requirements

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

There are no other firms located or expanding in the boundaries of the redevelopment district.

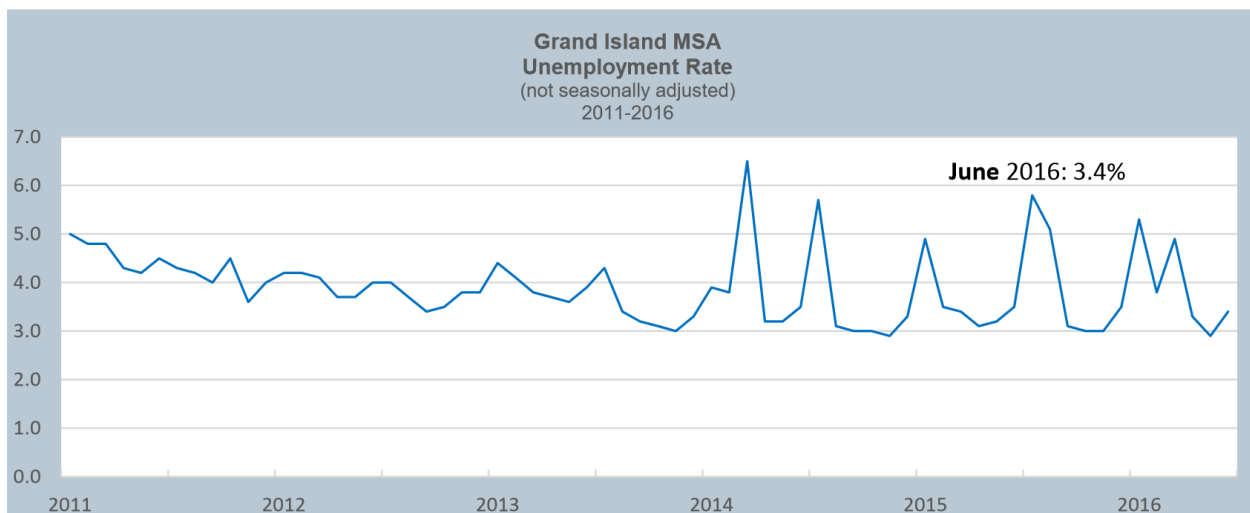
d) Impacts on other employers and employees within the city or village and the immediate area that are located outside of the boundaries of the area of the redevelopment project;

There are two existing healthcare facilities that may be impacted by the new hospital, CHI St. Francis Medical Center and the Grand Island Veterans' Hospital. There are approximately 50 medical clinics of various types and twelve nursing homes that may be impacted. There will likely be some migration of workers from existing facilities. Opening the new facility may provide needed employment for the 350 workers displaced by the closure of the Grand Island Veterans' Home. There are four existing hotels at the US 281 – Interstate 80 exchange and 18 other motels in Grand Island that may be impacted by the new hotel.

According to information provided by Blue Cross Blue Shield of Nebraska, approximately 50% of Hall County healthcare inpatient dollars are now being spend outside the county. Further, evidence indicates that it is the more complex cases that are going to Lincoln, Omaha, or Denver. This conclusion stems from the recognition that 35% of hospital admissions occur outside the county but 50% of the inpatient dollars are spent elsewhere.

The proposed project will create employment in both the healthcare and hospitality sectors. According to the Nebraska Department of Labor, the Grand Island MSA (Hall, Hamilton, Howard, and Merrick Counties) had an unemployment rate of 3.4% in June 2016. This was above the state unemployment rate of 3.0%. Further, the Grand Island MSA has seen considerable variation in the unemployment rate.

GRAND ISLAND MSA (NOT SEASONALLY ADJUSTED)



Demographics and Labor Force

The demographic and labor force characteristics of the Grand Island MSA will mitigate the project impact on existing businesses. Between 1984 and 2015, the MSA population increased by 14.3%. The MSA population is aging -- from 2000-2013, the population aged 45-64 increased by 25.4%, while the population in 44 or under age groups increased by 3% or less. These two trends have important consequences for the local economy. The increasing population will provide the low-skilled workers needed for many of the hotel and hospital auxiliary functions like housekeeping. The growing population of older residents will increase the demand for medical services, which will spur growth in the healthcare sector and increase demand for healthcare workers.

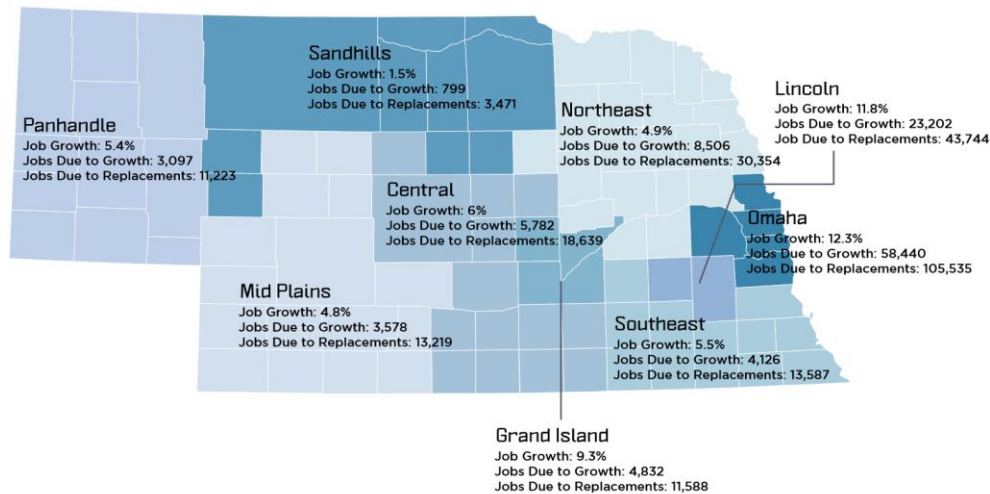
The Grand Island MSA has a low rate of postsecondary education compared to state and national residents. MSA residents were 3-7 percentage points less likely than Nebraska and US residents

to possess bachelor's or graduate degrees. As the healthcare sector grows, pulling in better educated workers, it will also pull better-educated trailing spouses into the local economy.

In 2014, the Grand Island MSA's labor force was approximately 45,200. Since 2010, the MSA's unemployment rate has declined from 4.5% to 3.7%. At 71.8%, the MSA's labor force participation rate (population 16 years and over in the labor force) was slightly higher than the statewide rate of 70.6%. The low unemployment rate makes it likely that many of the permanent workers at the hotel and hospital will migrate from an existing job. This will create some upward pressure on wages for workers with in-demand skills.

Each work day, thousands of people commute in or out of Grand Island. Ten thousand commute outside the MSA and 11,100 commute into the city. Project related employment should reduce the out migration of workers currently living in the MSA. According to the Nebraska Department of Labor, Grand Island should see substantial increased employment in the immediate future.

2012-2022 Long-Term Occupational Projections



Source: Nebraska Department of Labor

New hospital facilities will attract providers to Grand Island, which will benefit the entire labor market. As shown by the two following tables, healthcare workers tend to be well paid. Further, there is a wide range of occupations associated with the healthcare sector

Nebraska Healthcare Occupations and Wages - 2015

Code	Occupation title	Employ	Median hourly wage	Mean hourly wage	Annual mean wage	Percent of Health Care Total
29-0000	Healthcare Practitioners and Technical Occupations	57,130	\$26.66	\$32.60	\$67,800	100.0%
29-1031	Dietitians and Nutritionists	520	\$25.59	\$25.59	\$53,220	0.9%
29-1051	Pharmacists	2,240	\$52.67	\$48.43	\$100,740	3.9%
29-1061	Anesthesiologists	150	>\$90.00	>\$90.00	>\$187,200	0.3%
29-1062	Family and General Practitioners	1,100	>\$90.00	\$103.94	\$216,200	1.9%
29-1063	Internists, General	140	>\$90.00	\$100.07	\$208,150	0.2%
29-1064	Obstetricians and Gynecologists	180	>\$90.00	\$121.47	\$252,660	0.3%
29-1065	Pediatricians, General	180	>\$90.00	\$101.44	\$211,000	0.3%
29-1067	Surgeons	270	>\$90.00	\$135.01	\$280,830	0.5%
29-1069	Physicians and Surgeons, All Other	1,630	\$64.16	\$77.42	\$161,040	2.9%
29-1071	Physician Assistants	780	\$44.41	\$45.84	\$95,340	1.4%
29-1123	Physical Therapists	1,540	\$35.36	\$35.79	\$74,440	2.7%
29-1124	Radiation Therapists	120	\$36.11	\$40.99	\$85,260	0.2%
29-1126	Respiratory Therapists	1,010	\$24.25	\$24.66	\$51,300	1.8%
29-1141	Registered Nurses	20,600	\$27.87	\$28.35	\$58,970	36.1%
29-1151	Nurse Anesthetists	240	\$76.38	\$74.59	\$155,140	0.4%
29-1171	Nurse Practitioners	1,070	\$43.46	\$43.80	\$91,100	1.9%
29-2011	Med and Clinical Lab Technologists	1,360	\$26.46	\$26.78	\$55,700	2.4%
29-2012	Med and Clinical Lab Technicians	1,310	\$18.33	\$18.61	\$38,710	2.3%
29-2031	Cardiovascular Technologists and Technicians	570	\$24.36	\$24.64	\$51,240	1.0%
29-2032	Diagnostic Medical Sonographers	460	\$30.51	\$30.95	\$64,380	0.8%
29-2033	Nuclear Medicine Technologists	120	\$32.02	\$31.99	\$66,540	0.2%
29-2034	Radiologic Technologists	1,570	\$25.25	\$25.25	\$52,520	2.7%
29-2035	Magnetic Resonance Imaging Technologists	120	\$29.82	\$30.45	\$63,340	0.2%
29-2051	Dietetic Technicians	150	\$14.15	\$15.05	\$31,310	0.3%
29-2052	Pharmacy Technicians	2,320	\$13.77	\$14.17	\$29,480	4.1%
29-2055	Surgical Technologists	790	\$19.71	\$20.13	\$41,860	1.4%
29-2061	Licensed Practical and Licensed Vocational Nurses	5,300	\$18.77	\$19.09	\$39,710	9.3%
29-2071	Medical Records and Health Info Technicians	1,590	\$17.87	\$18.86	\$39,230	2.8%
31-0000	Healthcare Support Occupations	24,790	\$12.68	\$13.59	\$28,270	100.0%
31-1014	Nursing Assistants	13,020	\$11.60	\$12.18	\$25,330	52.5%
31-1015	Orderlies	150	\$11.22	\$11.66	\$24,260	0.6%
31-2021	Physical Therapist Assistants	630	\$23.99	\$23.92	\$49,750	2.5%
31-2022	Physical Therapist Aides	610	\$10.69	\$11.03	\$22,950	2.5%
31-9093	Medical Equipment Preparers	350	\$15.98	\$16.10	\$33,480	1.4%
31-9094	Medical Transcriptionists	640	\$16.65	\$17.00	\$35,350	2.6%
31-9095	Pharmacy Aides	140	\$11.43	\$12.16	\$25,290	0.6%
31-9097	Phlebotomists	600	\$13.83	\$14.66	\$30,500	2.4%

Source: Bureau of Labor Statistics, United States Department of Labor, Occupational Employment and Wages, May 2015

Grand Island MSA Healthcare Occupations and Wages - 2015

Code	Occupation title	Employ	Median hourly wage	Mean hourly wage	Annual mean wage
29-0000	Healthcare Practitioners and Technical Occupations	n/a	n/a	n/a	n/a
29-1062	Family and General Practitioners	50	>\$90.00	\$120.83	\$251,330
29-1069	Physicians and Surgeons, All Other	n/a	>\$90.00	\$116.51	\$242,350
29-1123	Physical Therapists	80	\$34.80	\$35.12	\$73,050
29-1126	Respiratory Therapists	30	\$23.93	\$23.93	\$49,760
29-1141	Registered Nurses	780	\$26.89	\$27.49	\$57,170
29-1171	Nurse Practitioners	40	\$33.65	\$35.59	\$74,020
29-2011	Medical and Clinical Laboratory Technologists	60	\$25.87	\$26.01	\$54,110
29-2012	Medical and Clinical Laboratory Technicians	30	\$16.49	\$16.60	\$34,530
29-2034	Radiologic Technologists	70	\$22.86	\$23.16	\$48,180
29-2052	Pharmacy Technicians	120	\$13.80	\$14.80	\$30,790
29-2061	Licensed Practical and Licensed Vocational Nurses	310	\$18.06	\$18.36	\$38,190
29-2071	Medical Records and Health Information Technicians	90	\$14.89	\$16.55	\$34,410
31-0000	Healthcare Support Occupations	1,330	\$11.95	\$13.01	\$27,050
31-1014	Nursing Assistants	740	\$11.35	\$11.84	\$24,620
31-2021	Physical Therapist Assistants	60	\$24.15	\$23.95	\$49,820
31-2022	Physical Therapist Aides	80	\$9.56	\$10.33	\$21,490

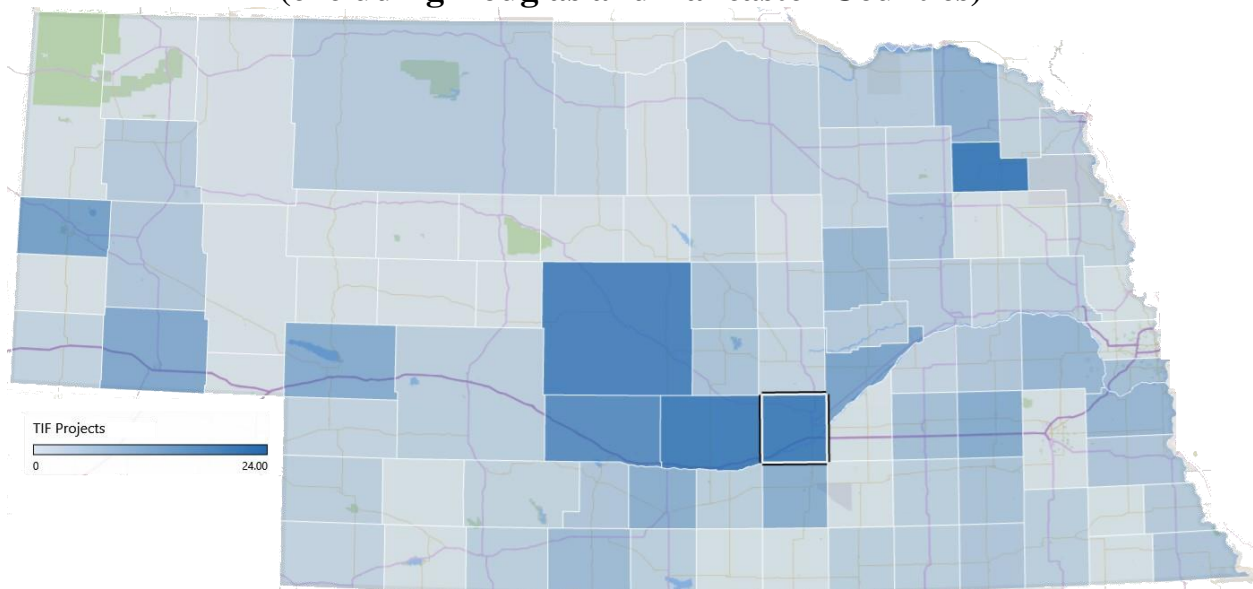
Source: Bureau of Labor Statistics, United States Department of Labor, Occupational Employment and Wages, May 2015

Statutory Report Requirements

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

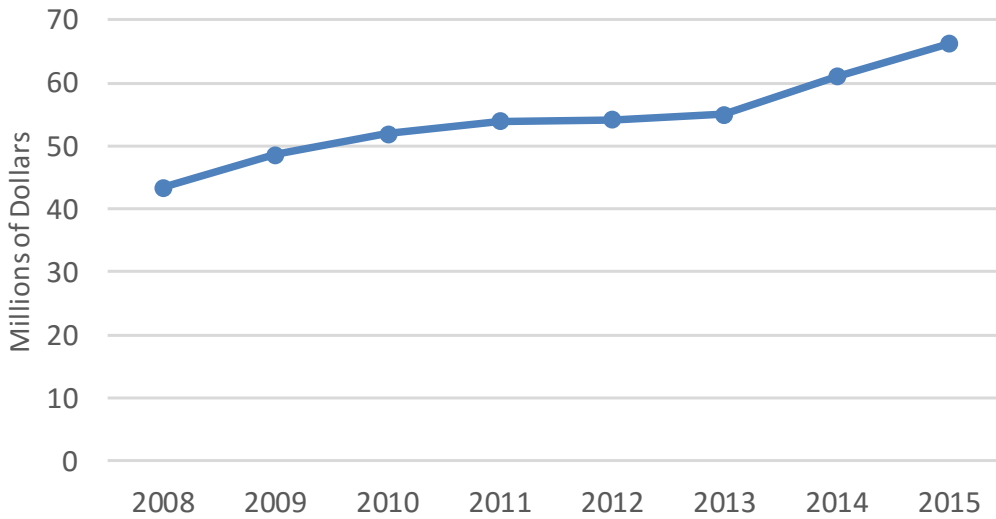
Nebraska cities, like cities nationwide, are using TIF financing with increasing frequency. Each year the Nebraska Department of Revenue produces a report to submit to the Unicameral. This report finds a general increase in TIF activity over time. Some cities and counties have been more active in TIF than others, with most activity occurring along the I-80 corridor

Cumulative Number of TIF Projects by County, 2008- 2015 (excluding Douglas and Lancaster Counties)



Data Source: Nebraska Department of Revenue, PAT Annual TIF Reports , map by authors

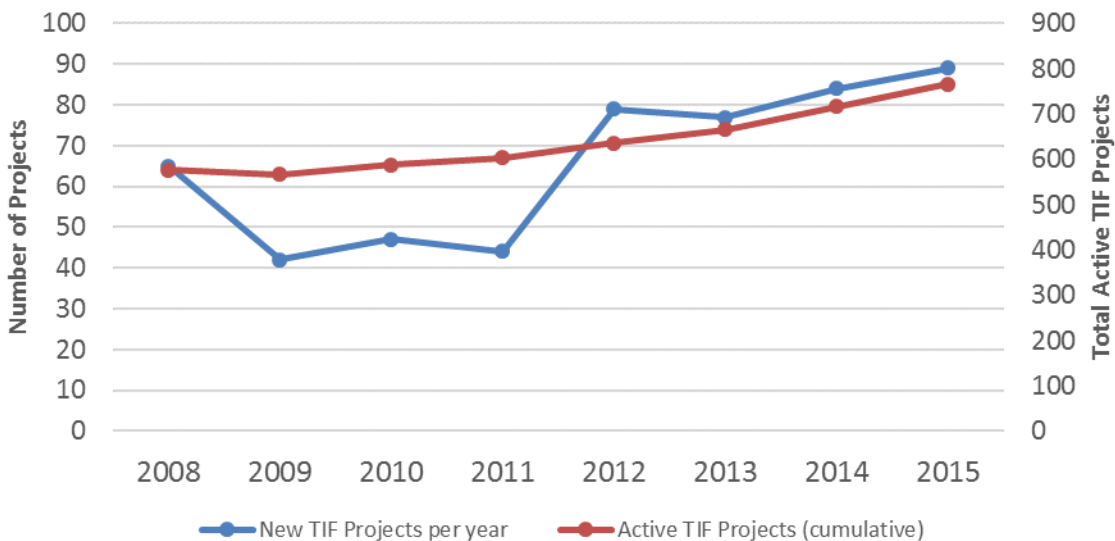
New Excess Taxes From New TIF Projects



Data Source: Nebraska Department of Revenue, PAT Annual TIF Reports

Projects are influenced by local, regional, and national economic circumstances, as reflected by the cyclical pattern of new TIF projects by year. The following graph shows the number of new TIF projects by year in Nebraska on the left axis and the total number of active TIF projects by year on the right axis.

New and Active TIF Projects



Source: Nebraska Department of Revenue, PAT Annual TIF Reports

CLINE WILLIAMS
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July 20, 2016

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MICHAEL C. MUELLER
DANIEL R. STOGSDILL
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GREGORY S. FRAYSER
KARA J. RONNAU
TRAVIS W. TETTENBORN
HEATHER A. CARVER
SHANNON E. FALLON
KATHERINE M. KOCK
KATIE A. JOSEPH
LILY A. CARR
MARK A. GRIMES
FREDRIC H. KAUFFMAN
DONALD E. BURT
STEPHEN E. GEHRING

VIA EMAIL: chadn@grand-island.com

Chad Nabity
Regional Planning Director
City of Grand Island
100 East First Street
P.O. Box 1968
Grand Island, NE 68802-1968

VIA EMAIL: mbacon@bacon-vinton.com

Michael L. Bacon
Bacon & Vinton, L.L.C.
416 10th Street
P.O. Box 208
Gothenburg, NE 69138

Re: Prairie Commons Redevelopment Project in Grand Island
Our File No.: 16346.101

Dear Chad and Mike:

Based upon our conversations, I prepared and attach:

1. The revised version of the Amendment to Redevelopment Plan to which I have made some comments. Please let me know if these comments cause you any concern; and
2. A revised Exhibit for the "Project TIF Eligible Expenses" to be substituted for the version that was attached to the Application from Prataria Ventures, LLC.

Please let me know if you have any questions.

Sincerely,



Thomas C. Huston
For the Firm

Enclosure

cc: Dave Ostdiek (via email)
Roger Bullington (via email)

4830-3993-1957, v. 1

STERLING RIDGE
12910 PIERCE STREET, SUITE 200
OMAHA, NE 68144-1105
(402) 397-1700

1207 M STREET
P.O. BOX 510
AURORA, NE 68818
(402) 694-6314

NORTHERN HEIGHTS PROFESSIONAL PLAZA
416 VALLEY VIEW DRIVE, SUITE 304
SCOTT'S BLUFF, NE 69361
(308) 635-1020

330 SOUTH COLLEGE AVENUE
SUITE 300
FORT COLLINS, CO 80524-7162
(970) 221-2637



Community Redevelopment Authority (CRA)

BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

JUNE 8, 2016

PROJECT REDEVELOPER INFORMATION

Business Name: Prataria Ventures, LLC

A wholly owned limited liability company of Chief Industries, Inc.

Address: 3942 W Old Highway 30
Grand Island, NE 68803

P.O. Box 2078
Grand Island, NE 68802

Telephone Number: 308-389-7200

Fax Number: 308-389-7352

Contact: Roger Bullington, P. E.
308-389-7288
roger.bullington@chiefind.com

Brief Description of Applicant's Business:

Prataria Ventures is the development business unit of Chief Industries. This entity provides development services for projects. Prataria holds the real estate holding for potential real estate and development investments, and is a premier real estate developer in the Midwest providing innovative and progressive developments through public and private partnerships. Our development portfolio includes projects for private and public/private institutions as well as for our own use. Our projects range from small properties to expansive developments throughout diverse communities from small towns to metropolitan communities.

Chief Industries, Inc. is a diverse company headquartered in Grand Island. Founded in 1954, Chief has been a community leader in Grand Island and Central Nebraska and is a privately owned entity.

Present Ownership Proposed Project Site:

Prataria Ventures, LLC
c/o Chief Industries, Inc.
P.O. Box 2078
Grand Island, NE 68802

Proposed Project: Building square footage, size of property, description of buildings - materials, etc. Attach site plan, if available.

Building square footage: Total 319,865

Size of property: Phase 1, 35 Acres

Description of buildings:

Prataria owns a 96 acre parcel of land that includes a farm homestead, farmland and pasture land. This is a generational development opportunity which sits at the front door of Grand Island. Prataria proposes to develop this parcel in four separate phases. The first phase will be on 35 acres that will include a hospital, medical office building and a hotel.

The hospital is approximately 172,000 square feet and will be designed for potential future expansion horizontally and vertically. The initial 4 story bed tower will be comprised of 64 patient rooms and will be designed for two additional floors for future growth. The structure is designed utilizing conventional steel framing, with the exterior being a combination of precast panels, metal panels, curtainwall and storefront glass features.

The Medical Office Building will be a three story structure totaling 66,000 square feet. It will also be a conventional steel framed structure with the same exterior materials and features as the hospital. Thus, creating a campus feel with complimentary architectural design features. It will be attached to the hospital structure, allowing patient and visitors ease of accessing both facilities.

The hotel is also planned to be attached to the medical office building and the hospital. The hotel will be a select-service hotel that includes approximately 103 beds and will be about 81,500 square feet. The select service hotels offer a selection of services and amenities characterized by a full-service hotel property at a value-added price point. The hotel will offer about 7,000 square feet of conference/meeting space.

Additional phases will be forthcoming.

If Property is to be Subdivided, Show Division Planned:

See conceptual plan submitted. Actual preliminary plat to be determined in near future.
See Exhibit A

VI. Estimated Project Cost

Acquisition Costs:

A. Land

\$ 2,070,000

B. Building

\$0

Construction Costs:

A. Renovation or Building Costs

\$91,175,000

B. On-Site Improvements

\$13,456,849

Soft Costs:

A. Architectural & Engineering Fees:

~~\$ 6,600,444~~ 7,356,000

B. Financing Fees:

\$4,430,000

C. Legal/Developer/Audit Fees:

\$3,394,641

D. Contingency Reserves:

\$4,896,256

E. Other (Please Specify)

\$0

Total: \$126,022,857

Total Estimated Value at Completion:

\$95,710,857

Source of Financing:

A. Developer Equity

\$21,509,143

B. Commercial Bank Loan:

\$75,613,714

Tax Credits:

1. N.I.F.A

\$0

2. Historic Tax Credits

\$0

D. Industrial Revenue Bonds:

\$0

E. Tax Increment Assistance:

\$28,900,000 *28,708,000 per letter from Tom Muston 7-20-14*

F. Other:

\$0

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

Architect

Name: HDR
Phone: 402-399-1000
Fax Number: 402-392-6713
Address: 8404 Indian Hills Drive
Omaha, NE 68114

Engineer

Name: Olsson Associates
Phone: 308-384-8750
Fax Number: 308-384-8752
Address: 201 E. 2nd Street
Grand Island, NE 68801

General Contractor

Name: Chief Construction
Phone: 308-389-7222
Fax Number: 308-389-7393
Address: 2107 S. North Road
Grand Island, NE 68803

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

(Please Show Calculations)

Please See Exhibit B

Project Construction Schedule:

Construction Start Date

Phase 1: September 2016

Construction Completion Date

Phase 1: Fall 2018

If Phased Project:

Year Complete	%
Year Complete	%

This will be a phased project with phase one comprised of a healthcare/hospitality component and the site/utility work necessary for the development project. Three additional phases are planned and the times and sequencing of each respective phase will be dependent on market conditions. These phases may include a substantial retail component, multi-family/senior housing and an office component.

XII. Please Attach Construction Pro Forma

Due to confidential nature of the projects, construction proforma available for discussion.

XIII. Please Attach Annual Income & Expense Pro Forma

(With Appropriate Schedules)

Due to confidential nature of the projects, proforma available for discussion.

PROJECT REDEVELOPER INFORMATION

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

28,900,000 dollars of tax increment financing is being requested to assist in the site preparation, demolition, utilities, construction costs and other necessary site preparation and development expenditures. This is a green field site that will need complete site work done before it is ready for any construction to commence. The TIF funds will enable project completion of phase 1, which will result in a vast improvement to the economic condition of the land and become a tax generating entity for the city of Grand Island. The opportunity to continue development in south Grand Island down corridor 281 towards the interstate has been a key objective for the city. This development will kick off this growth and be the catalyst for future developments. Between the hospital, MOB and hotel, significant personal property tax and sales tax will be generated due to extensive equipment purchases. This site will not only generate additional taxes for the city, but it will provide ample employment opportunities, healthcare alternatives and quality of life features. This site has significant elevation and utility challenges, which take a substantial investment to overcome. Without TIF assistance, this location will not be developed in this manner and the healthcare and hospitality projects will not be built.

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

The proposed site work and construction costs will result in an overall improvement to the area and allow for additional medical goods and services, employment opportunities, medical office space and a hospitality/conference area. Tax increment financing is an integral and essential component to the project completion which is contingent upon receipt of the expected tax increment assistance. Feasibility is dependent upon TIF funds that will enable the creation of adequate economics to make the necessary site improvements, utility extensions and new construction costs at a competitive rate in the area.

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

Green Line Redevelopment

Current site of the Chief Construction Campus and Christensen Concrete.

Contact:

David Ostdiek
Chief Industries
Phone: 308-389-7246
Fax: 308-389-7352

Aurora Co-Op Redevelopment

Current site of Goodwill Industries Warehouse and Chief Fabrication.

Contact:

David Ostdiek
Chief Industries
Phone: 308-389-7246
Fax: 308-389-7352

Contact:

Chad Nabity
Regional Planning Department
Phone: 308-385-5444 ext. 210

Lincoln West Haymarket Phase 1 & Phase 2

Includes Canopy Lofts, The Railyard, The Hobson Place and the Hyatt hotel.

Contact:

Hallie Salem
Lincoln NE Urban Development
Department
Phone: 402-441-7864
Fax: 402-441-8711

Contact:

David Landis
Lincoln NE Urban Development
Department
Phone: 402-441-7864
Fax: 402-441-8711

Contact:

Mayor Chris Beutler
Mayor of Lincoln, NE
Phone: 402-441-7511
Fax: 402-441-7120

Hastings City Block Development

Includes conference link, hotel, student housing, medical office space, office space and mixed use.

Contact:

Dave Rippe
Hastings Economic Development
Corporation
Phone: 402-461-8403
Fax: 402-461-4400

Contact:

Mayor Vern Powers
Mayor of Hastings, NE
Phone: 402-461-2317
Fax: 402-461-2323

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

To be provided.

Exhibit A



Exhibit B

Chief Industries, Inc.
Tax Increment Financing Request
Estimated Real Estate on Project Site

Existing Assessed Value and Real Estate Tax on Project Site

Total Investment:	\$112,601,008
Property Tax Basis:	\$339,997
Total Increment Created (Investment- Current Value) :	\$112,261,011
Assessed Tax Base	85.00%
Total Value :	\$95,421,859
Tax Rate	2.1123338%
Number of Payments (Years)	15
Increased Property Tax Revenue	\$2,015,628
Current Property Tax Revenue	\$7,182
Total Estimated Tax Bill	\$2,022,810
Allowable TIF Assistance	\$30,234,423
Requested TIF Assistance	\$28,900,000

Project TIF Eligible Expenses

A.	<u>Project Site Preparation Expenses</u>	
	1. Demolition:	\$60,000
	2. Grading/Stormwater Detention:	<u>\$795,000</u>
	Total:	<u>\$855,000</u>
B.	<u>Public Improvements</u>	
	1. Public Streets; Public Utilities: (Sanitary/Storm sewer, water, traffic Improvements)	\$12,820,000
	2. Façade Enhancements: (Hospital, Hotel & Office Building)	\$1,680,000
	3. Private Street; Parking Lots:	\$4,038,000
	4. Offsite Street and Highway Improvements	<u>\$553,000</u>
	Total:	\$19,091,000
C.	<u>Planning Activities</u>	
	1. Design of Public Improvements: (Engineering, Architecture, Planning)	\$7,356,000
	2. Master Planning/Housing & Hotel Studies:	<u>\$59,000</u>
	Total:	\$7,415,000
D.	<u>Conference Center</u>	
	1.	<u>\$1,225,000</u>
	Total:	\$1,225,000
E.	<u>TIF Related Expenses</u>	
	1: Legal Fees	\$100,000
	2 Cost Benefit Analysis	\$20,000
	3 City and CRA Fees	<u>\$2,000</u>
	Total:	<u>\$122,000</u>
	Total Expenses:	<u>\$28,708,000</u>

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

RESOLUTION NO. 220

**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 27th day of July, 2016.

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

By 
Chairperson

ATTEST:


Secretary

Prataria Ventures, LLC

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

RESOLUTION NO. 221

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 17, from Prataria Ventures, LLC, (The "Developer") for redevelopment of an area within the city limits of the City of Grand Island as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 17;


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 27th day of July, 2016.

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

By 
Chairperson

ATTEST:


Secretary

Prataria Ventures, LLC

HALL COUNTY REGIONAL PLANNING COMMISSION

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

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

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

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

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

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

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

DATED: August 10, 2016.

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By: [Signature] Chair

By: [Signature] Secretary

Prataria Ventures, LLC



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item E-5

Public Hearing on Redevelopment Plan Amendment for CRA Area 1 located at 210 N. Walnut Street (TW Ziller Properties)

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP
Meeting: August 23, 2016
Subject: Amendment to 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 improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

T.W. Ziller Properties, LLC, the owner of the Federation of Labor Temple Building has submitted a proposed amendment to the redevelopment plan that would provide for renovation and redevelopment of this property for residential uses at 210 N. Walnut Street in Grand Island, Nebraska.

The CRA reviewed the proposed development plan on July 13, 2016 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on August 10, 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 August 10, 2016. The Planning Commission approved Resolution 2016-08 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 renovation and rehabilitation of this property for residential uses. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for an eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. There is \$1,311,000 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 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 \$220,000

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
July 2016**

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

Executive Summary:

Project Description

THE REDEVELOPMENT OF THE BUILDING LOCATED AT 210 N. WALNUT STREET FOR RESIDENTIAL USES, INCLUDING FIRE/LIFE SAFETY IMPROVEMENTS AND BUILDING REHABILITATION AND REMODELING.

The use of Tax Increment Financing to aid in rehabilitation expenses associated with redevelopment of the Federation Labor Temple Building located at 210 N. Walnut Street into an apartment building with 4 garden level apartments and 7 upper story apartments. 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 renovating this historic telephone exchange and office building into quality market rate residential units consistent with the downtown redevelopment plan and priorities to add 50 residential units downtown by 2019. This project would not be possible without the use of TIF.

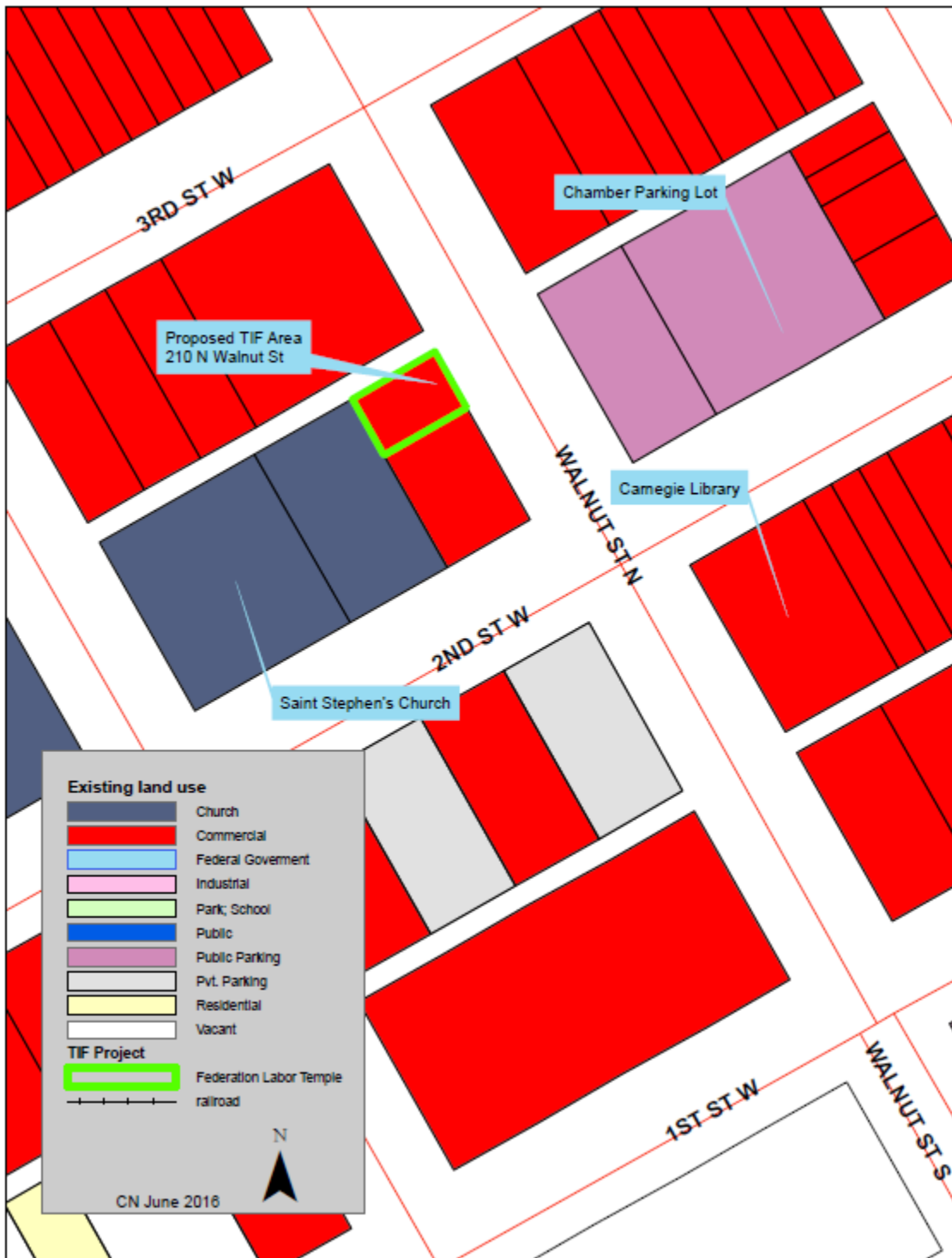
T.W. Ziller Properties, LLC is the owner of the property. T.W. Ziller Properties, LLC., purchased this property in 2014. The purchase price is not included as an eligible TIF activity. The building is currently vacant. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the remodeling and rehabilitation of this building. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2017 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”)

210 N Walnut Street in Grand Island Nebraska (Federation Labor Temple Exchange Building)

Legal Descriptions: North 44 feet of Lot 8, Block 63, Original Town of Grand Island, Hall County, Nebraska.



Existing Land Use and Subject Property

The tax increment will be captured for the tax years the payments for which become delinquent in years 2017 through 2031 inclusive.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from rehabilitation of this vacant historic building for residential uses as permitted in the B3 Heavy Business Zoning District.

Statutory Pledge of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution providing for the issuance of the TIF Note, the Authority hereby provides that any ad valorem tax on the Redevelopment Project Area 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, 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 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 amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to rehabilitate the building for permitted uses 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:

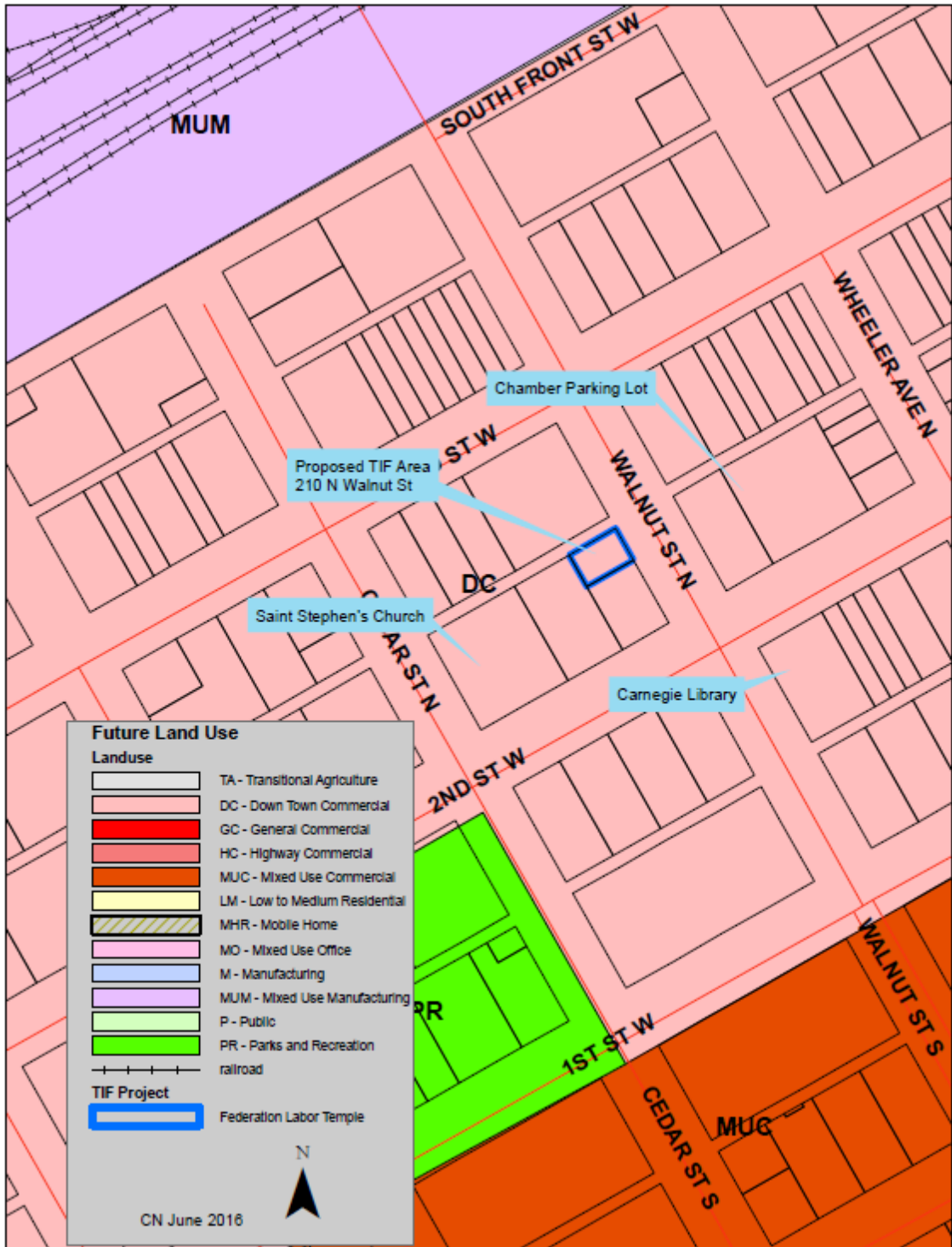
The Redevelopment Plan for Area 1 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

The project to be implemented with this plan does not provide for the demolition and removal any structures on this property.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. All of the area around the site in private ownership is planned for Downtown Commercial development; this includes housing and commercial uses within the same structure. This property is in private ownership. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]



City of Grand Island Future Land Use Map

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

The area is zoned B3-Heavy Business zone. No zoning changes are anticipated with this project. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is rehabilitating the existing building. The developer is not proposing to increase the size of the building and current building meets the applicable regulations regarding site coverage and intensity of use. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. The developer will be required to extend a water line capable of providing sufficient water for the sprinkler system required to convert this building in a multifamily apartment building.

Electric utilities are sufficient for the proposed use of this building.

No other utilities would be impacted by the development.

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

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

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation. This property, owned by the developer, is vacant and has been vacant for more than 1 year; no relocation is contemplated or necessary. [§18-2103.02]

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

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

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

The developer owns this property and acquisition is not part of the request for tax increment financing. The estimated costs of rehabilitation of this property is \$1,145,914

planning related expenses for Architectural and Engineering services of \$46,100 and are included as a TIF eligible expense. Legal, Developer and Audit Fees including a reimbursement to the City and the CRA of \$33,690 are included as TIF eligible expense. The total of eligible expenses for this project is \$1,225,604. The CRA has granted \$175,000 to this project to offset the cost of life safety improvements and will consider a façade application for \$53,200. The total eligible expenses for this project less other grant funds by the CRA is \$997,404.

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 \$220,000 from the proceeds of the TIF Indebtedness issued by the Authority based on projections from the lender this will result in a loan for the TIF proceeds of \$159,000. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2017 through December 2032.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

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

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions. This will accomplish the goal of both the Downtown Business

Improvement District and the Grand Island City Council of increasing the number of residential units available in the Downtown area.

8. Time Frame for Development

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

9. Justification of Project

This is an historic building in downtown Grand Island that will be preserved with this project. The addition of a new upper story residential unit is consistent with goals to build 50 new residential units in downtown Grand Island by 2019 and with the goals of the 2014 Grand Island housing study and Grow Grand Island. Since this is a split entry building with garden level and upper story floors it is not practical to include commercial space at the ground level. The use of this entire building for residential is appropriate.

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 \$220,000 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This property has requests façade improvement funding of \$53,200 and received a life/safety grant of \$175,000. This investment by the Authority will leverage \$777,000 in private sector financing; a private investment of \$1.73 for every TIF and grant dollar investment.

Description	Use of Funds.			Total
	TIF Funds	Other Grants	Private Funds	
Site Acquisition			\$2,500	\$2,500
Legal and Plan*			\$33,690	\$33,690
Engineering/Arch			\$46,100	\$46,100
Renovation	\$220,000	\$228,200	\$697,714	\$1,145,914
Financing Fees			\$8,735	\$8,735
Contingency			\$74,154	\$74,154
TOTALS	\$220,000	\$228,200	\$862,893	\$1,311,093

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2016, valuation of approximately \$64,628. Based on the 2015 levy this would result in a real

property tax of approximately \$1,235. It is anticipated that the assessed value will increase by \$656,843 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$14,515 annually. 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 2016 assessed value:	\$ 64,628
Estimated value after completion	\$ 721,471
Increment value	\$ 656,843
Annual TIF generated (estimated)	\$ 14,515
TIF bond issue	\$ 220,000

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

The redevelopment project area currently has an estimated valuation of \$64,628. The proposed redevelopment will create additional valuation of \$656,843. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient capacity to support the development. It is not anticipated that this will impact schools. Fire and police protection are available and should not be negatively impacted by this development. The addition of life safety elements to this building including fire sprinklers and a second exit actually reduce the chances of negative impacts to the fire department.

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

This will provide additional housing options in the downtown area consistent with the planned development in Downtown Grand Island.

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

This project will not have a negative impact on other employers in any manner different from any other expanding business within the Grand Island area. This will

provide housing options for employees of Downtown businesses that wish to live Downtown.

(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 is consistent the goals of the Council, the Downtown BID, the CRA, and Grow Grand Island to create additional housing units in downtown Grand Island.

Time Frame for Development

Development of this project is anticipated to be completed during between April of 2016 and December 31 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 in 2017 with taxes due in 2018. 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 \$220,000 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the rehabilitation the developer will spend at least \$997,000 on TIF eligible activities in excess of other grants given. The CRA will reserve the right to issue additional debt for this project upon notification by the developer of sufficient expenses and valuation to support such debt in the form of a second or third bond issuance.

BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name: **T.W. ZILLER PROPERTIES, LLC**

Address: **324 W. 18th St. Grand Island, NE. 68801**

Telephone No.: **308-380-0579**

Contact: **Thomas Ziller**

Brief Description of Applicant's Business: **The Federation of Labor Temple building will be gutted on the interior and converted into 11 apartments, which includes 9 one bedroom units and 2 two bedroom units. All new electrical, plumbing, HVAC, sprinkler system and finishes will be installed. The exterior will be rehabbed to include, new windows, roof, doors, and brick cleaning and tuckpointing.**

Present Ownership Proposed Project Site: **T.W. Ziller Properties, LLC**

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

Building Square Footage:	8,841 sqft
Size of Property:	2,904 sqft
Description of Buildings:	3 story, brick and stone veneer
Materials:	Wood framed

Site Plan-See Exhibit A.

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

VI. Estimated Project Costs:

Acquisition Costs:

A. Land	\$0
B. Building	\$2,500

Construction Costs:

A. Renovation or Building Costs:	\$1,145,914
B. On-Site Improvements:	Included in the Renovation amount.

Soft Costs:

A. Architectural & Engineering Fees:	\$46,100
B. Financing Fees:	\$8,735
C. Legal/Developer/Audit Fees:	\$33,690
D. Contingency Reserves:	\$74,154
E. Other (Please Specify)	\$0
TOTAL	\$1,311,093

Total Estimated Market Value at Completion: \$721,471
(Per Janet Pelland-See Exhibit B)

Source of Financing:

A. Developer Equity:	\$278,691
B. Commercial Bank Loan:	\$645,202

C. Tax Credits:

1. N.I.F.A.	\$ 0
2. Historic Tax Credits	\$ 0
D. Industrial Revenue Bonds:	\$ 0
E. Tax Increment Assistance (Loan):	\$159,000
F. Life Safety & Façade Grants	\$228,200

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

Architect: **Alley Poyner Macchietto Architecture**
Contact: **Jay Palu**
Address: **1516 Cuming St. Omaha, NE 68102**
Phone: **402-341-1544**
Email: **jpalu@alleypoyner.com**

Engineer: **Olsson Associates**
Contact: **Mike Spilinek**
Address: **1515 West 2nd Street, Grand Island, NE 68801**
Phone: **308-384-8750**
Email: **mspilinek@oaconsulting.com**

General Contractor: **Thomas W. Ziller**
Contact: **Thomas W. Ziller**
Address: **324 W. 18th Grand Island, NE 68801**
Phone: **308-380-0579**
Email: **twzill@yahoo.com**

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

See Exhibit B from Janet Pelland-Assessor

Project Construction Schedule:

Construction Start Date: **Sept. 15, 2016**

Construction Completion Date: **June 15, 2017**

If Phased Project:

<u>N/A</u>	Year	<u>N/A</u>	% Complete
<u>N/A</u>	Year	<u>N/A</u>	% Complete

XII. Please Attach Construction Pro Forma **See Attached Exhibit C.**

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

TAX INCREMENT FINANCING REQUEST INFORMATION

Describe Amount and Purpose for Which Tax Increment Financing is Requested:
Tax Increment Financing in the amount of \$220,000, resulting in a \$159,000 TIF loan, is requested to be used for renovations.

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

A large financial gap exists on this project after conventional financing is utilized. A combination of additional owner equity, grants and TIF are needed to make the return sufficient. The owner is contributing \$278,691 and there are grants of \$228,200. TIF will fill the remaining gap, making this project feasible. The project is asking for \$220,000 in TIF, resulting in \$159,000 TIF loan amortized over 15 years.

Without the availability of TIF funding for the project, it would not be feasible for the developer to proceed with this redevelopment. Please see Exhibit "D", it shows a negative cash flow and return without the use of TIF.

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:

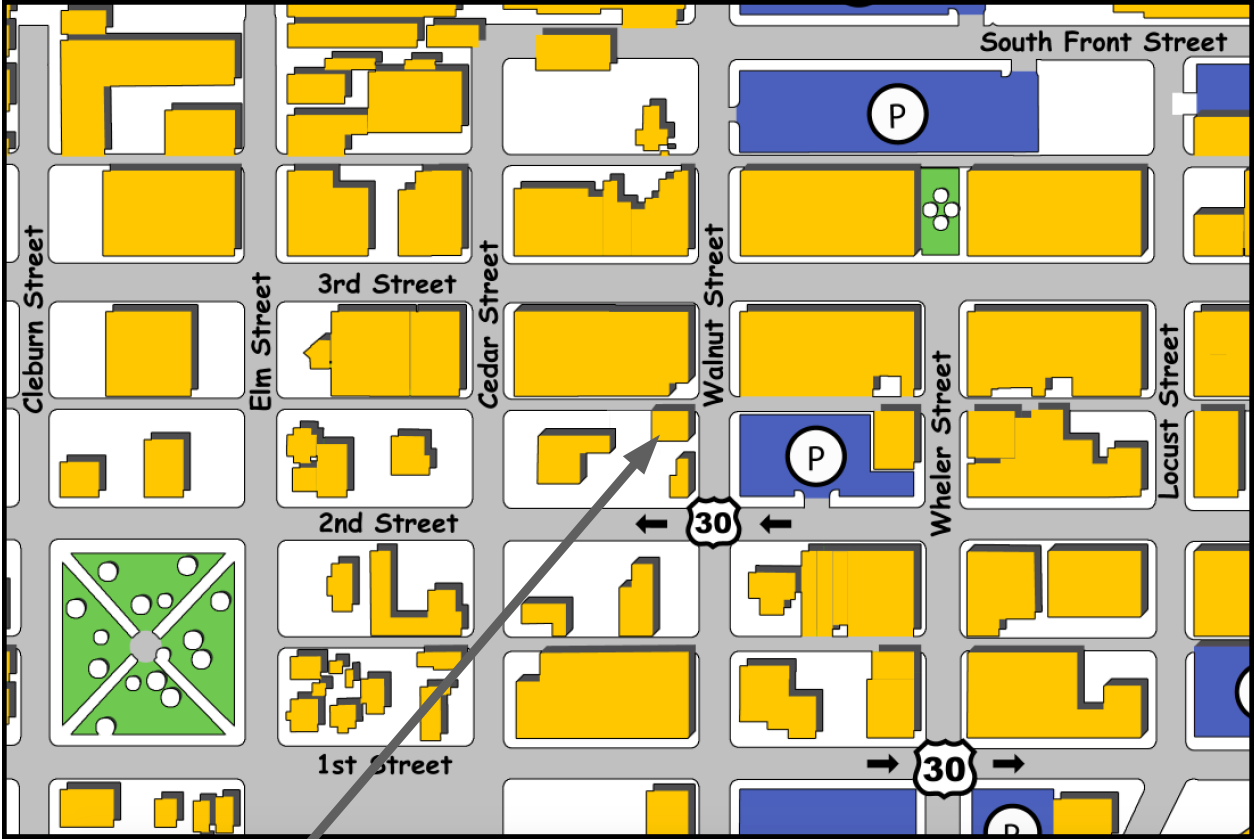
Grand Theatre Renovations
Craig Hand, President of the Grand Theatre
308-380-0612
Craig-rita@hotmail.com

Central Nebraska Regional Airport Terminal Construction
Ziller Tile Inc.
Tom Ziller
308-382-0671

Michelson Building Renovation (Ongoing)
TW Ziller Properties
Tom Ziller
308-380-0579

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

Exhibit A



TEMPLE LOFT APARTMENTS
210 N. WALNUT ST.
GRAND ISLAND, NE 68801



HALL COUNTY ASSESSOR'S OFFICE

Exhibit B



Commercial Property Record Card -Inactive Record

THOMSON REUTERS

Data Provided By: JANET L. PELLAND County Assessor. Printed on 05/02/2016 at 10:35:59A

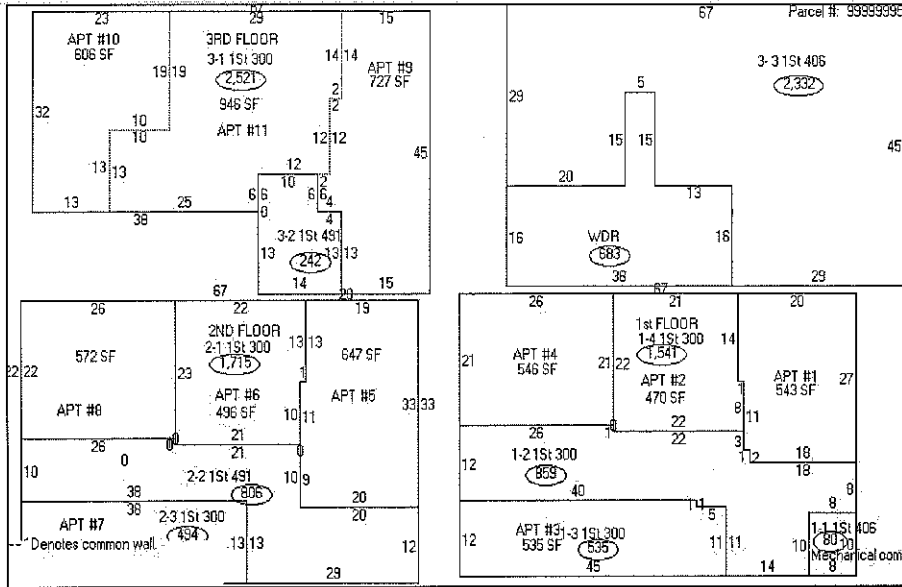
Parcel Information

Ownership Information

Parcel Number	999999954	Current Owner	
Map Number		Address	
Situs	210 N WALNUT	City St. Zip	
Legal	WHAT IF FOR ZILLER (TEMPLE APTS)	Cadastral #	

Property Data

Neighborhood	105	Topography		Number of Units	
Lot Width		Street		Unit Value	
Lot Depth		Utilities		Adjustment	
Units Buildable		Amenities 1		Lot Value	
Value Method		Amenities 2			



Building Data

Bldg.	Sec.	Code	Description	Year	Cls.	Qual.	Cond.	Area	Perm.	Stor.	Hght.	Sec. RCN	Phys. Func.	RCNLD
			SPRINK SYS WET PIP	2016				11,125				26,255		26,255
1	1	406	WAREHOUSE, STORAGE	1911	C	200	40	80	36	1	8	4,144	15%	3,522
			WOOD DECK W/ROOF	2016				683				7,021		7,021
1	2	491	COMMUNITY SERVICE-BUILD	1911	C	200	40	859	182	1	8	76,726	15%	65,217
1	3	300	APARTMENT	1911	C	200	40	535	114	1	8	46,192	15%	39,263
1	4	300	APARTMENT	1911	C	200	40	1,541	188	1	8	113,448	15%	96,431
2	1	300	APARTMENT	1911	C	200	40	1,715	200	1	12	137,131	15%	116,561
2	2	491	COMMUNITY SERVICE-BUILD	1911	C	200	40	806	180	1	12	78,875	15%	67,044
2	3	300	APARTMENT	1911	C	200	40	494	102	1	12	46,184	15%	39,256
3	1	300	APARTMENT	1911	C	200	40	2,521	236	1	12	192,125	15%	163,306
3	2	491	COMMUNITY SERVICE-BUILD	1911	C	200	40	242	62	1	12	23,682	15%	20,130
3	3	406	WAREHOUSE, STORAGE	1911	C	200	40	2,332	239	1	4	91,135	15%	77,465

Cost Approach From Marshall & Swift

Potential Gross Income

Total Building Area	11,125	Contract		Market	
Total Building RCN	809,642	Vacancy & Collection Loss			
Total Refinements	33,276	Effective Income			
Total Replacement Cost New	842,918	Total Expenses			
Total Phys. & Func. Depreciation	(121,447)	Net Operating Income			
RCN Less Phys. & Func.	721,471	Capitalization Rate			
Economic Depreciation		Income Approach			
Accrued Economic depreciation		Final Value Reconciliation			721,471
Total RCN Less Depreciation	721,471				
Additional Lump Sums					
Land Value					
Total Cost Value	721,471				
Value Per Res Unit					
Value Per Sq. Ft.	64.85				

*DATA USED FOR COST CALCULATIONS SUPPLIED BY MARSHALL & SWIFT which hereby reserves all right herein.

Exhibit C

LABOR TEMPLE CONSTRUCTION ESTIMATE
CONSTRUCTION ESTIMATE

DESCRIPTION	QUANTITY	UNIT	TOTAL
SITE PREPERATION, IMPROVEMENTS, UTILITIES			
Water Main			\$53,638
TOTAL SITE PREPERATION, IMPROVEMENTS, UTILITIES			\$53,638
SUPERSTRUCTURE			
Basement Fill & Concrete		SF	\$34,420
Roof Deck Structures	150	SF	\$6,200
Steel Spiral Staircase	12	RS	\$6,000
TOTAL SUPERSTRUCTURE			\$46,620
EXTERIOR ENCLOSURE			
Masonry Restoration	8,000	SF	\$10,000
Fiber Cement Siding, incl. paint	800	SF	\$0
Storefront Doors	0	SF	\$0
Aluminum Window	966	SF	\$82,900
HM Door, Frame & Hardware	2	EA	\$1,500
Joint Sealants		SF	\$0
Balcony Railing	28	LF	\$3,500
Bldg. Insulation	5,100	SF	\$10,500
TOTAL EXTERIOR ENCLOSURE			\$108,400
ROOFING			
EPDM, Flashing, Roof Edge and gutters	520	SF	\$6,886
Walkable Roof Deck	520	SF	\$6,300
TOTAL ROOFING			\$13,186
INTERIOR FINISH			
Framing & GWB Assemblies	16,208	SF	\$229,000
GWB Ceiling	1,000	SF	\$4,000
Carpet	547	SY	\$14,222
Tile		SF	\$24,143
Cabinets & Casework	252	LF	\$43,291
Solid Surface Countertops	702	SF	\$29,239
Painting	33,416	SF	\$57,210
Bath Accessories	12	EA	\$500
Doors, Frames & Hardware	60	EA	\$33,000
Finish Carpentry & Trim	8,000	SF	\$0
Mirrors	12	EA	\$1,161
Shelving	200	LF	\$2,500
Shower Curtains	12	EA	\$200
TOTAL INTERIOR CONSTRUCTION			\$438,466
PLUMBING			
Distribution & Fixtures	8,000	SF	\$106,000
TOTAL PLUMBING			\$106,000
HVAC			
HVAC	8,000	SF	\$82,500
TOTAL HVAC			\$82,500
FIRE PROTECTION			
Fire Sprinkler	8,000	SF	\$13,980
TOTAL FIRE PROTECTION			\$13,980
ELECTRICAL			
Electrical, Service, Lighting, Controls	8,000	SF	\$96,210
TOTAL ELECTRICAL			\$96,210
EQUIPMENT			
Intercom System	11	UNIT	\$2,500
TOTAL EQUIPMENT			\$2,500
FURNISHINGS			
Refurbish Exterior Cornice & Signage	1	AL	\$6,400
Appliances	8,000	SF	\$46,447
Window Blinds	8,000	SF	\$4,000
TOTAL FURNISHINGS			\$56,847
DEMOLITION			
DEMO			\$32,500
TOTAL SELECTIVE BUILDING DEMOLITION			\$32,500
GENERAL REQUIREMENTS			
General Conditions	1,050,847	%	\$35,000
Building Permit	1	EA	\$5,500
Bond	1,050,847	%	\$0
TOTAL GENERAL REQUIREMENTS			\$40,500
TOTAL CONSTRUCTION			\$1,091,347
CONTRACTOR OVERHEAD & PROFIT		1,091,347 %	\$54,567
TOTAL			\$1,145,914

Exhibit D

Stabilized Proforma Operating Statement

	<u>With TIF</u>	<u>W/O TIF</u>
Gross Residential Rent	+ \$ 98,287	\$ 98,287
Residential Vacancy	- \$ 4,914	\$ 4,914
Residential Income	<u>= \$ 93,373</u>	<u>\$ 93,373</u>
TIF Rebate	+ \$ 14,779	\$ -
Effective Gross Income	<u>= \$ 108,152</u>	<u>\$ 93,373</u>
Total Operating Expenses	- \$ 30,869	\$ 30,869
Net Operating Income	<u>= \$ 77,283</u>	<u>\$ 62,504</u>
Debt Service (P+I) Bank	- \$ 48,982	\$ 48,982
TIF Debt Service (P+I)	- \$ 14,353	\$ -
*Other Debt Service (P+I)	- \$ -	\$ 21,665
Cash Flow Available for Distribution	<u>= \$ 13,948</u>	<u>\$ (8,143) *</u>
Cash on Cash Return	5.00%	-2.92%

(*) Assumes the \$159,000 shortfall in TIF Financing would be made up by a 2nd mortgage with a 10 year amortization at a 6.5% interest rate. The annual payment on such a loan is included as "Other Debt Service".

Without TIF financing for the proposed project, the cash-on-cash return to the Owner is projected at a negative amount, which is not sufficient to attract equity investors to the project.

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

RESOLUTION NO. 222

**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 13th day of July, 2016.

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

By Tom Aboul
Chairperson

ATTEST:

Chad A
Secretary

TW Ziller Properties, LLC

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

RESOLUTION NO. 223

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 TW Ziller Properties, LLC, (The "Developer") for redevelopment of an area within the city limits of the City of Grand Island as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 1;

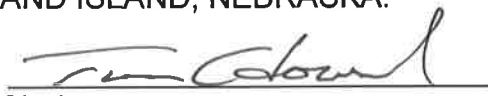
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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 13th day of July, 2016.

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

By 
Chairperson

ATTEST:


Secretary

TW Ziller Properties, LLC

Resolution Number 2016-08

HALL COUNTY REGIONAL PLANNING COMMISSION

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

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

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

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

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

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

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

DATED: August 10, 2016.

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By: 
Chair

By: 
Secretary

TW Ziller Properties, LLC



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item E-6

Public Hearing on Redevelopment Plan Amendment for CRA Area 18 located North of Old U.S. Highway 30 and East of Industrial Lane (Lots 2 and 3 of Commercial Industrial Park Sixth Subdivision) (Middleton Properties II., LLC)

Council action will take place under Resolutions item I-4.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP
Meeting: August 23, 2016
Subject: Site Specific Redevelopment Plan for CRA Area 18
Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2015, the Grand Island City Council declared property referred to as CRA Area 18 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.

Middleton Properties II, LLC owns property at 2716 West Old Highway 30 and has submitted an application for Tax Increment Financing to aid in the construction of a new warehouse facility and renovation of the existing office space at that location. Staff has prepared a redevelopment plan for this property consistent with the TIF application.

The CRA reviewed the proposed development plan on July 13, 2016 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on August 10, 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 August 10, 2016. The Planning Commission approved Resolution 2016-09 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 18 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 grading, site work, demolition, utility extensions necessary to facilitate the construction of a new warehouse, along with renovation of the existing office building at this site. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for an eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. There are a minimum of \$340,000 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 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 \$247,561.

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 18
July
2016**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 18 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific project in Area 18.

Executive Summary:

Project Description

THE REDEVELOPMENT OF PROPERTY LOCATED NORTH OF OLD U.S. HIGHWAY 30 AND EAST OF INDUSTRIAL LANE (LOTS 2 AND 3 OF COMMERCIAL INDUSTRIAL PARK SIXTH SUBDIVISION). A NEW WAREHOUSE AND RENOVATED OFFICE SPACE FOR MIDDLETON ELECTRIC,(A LOCAL BUSINESS) INCLUDING DEMOLITION OF AN EXISTING OBSOLETE STRUCTURE, RENOVATION OF THE EXISTING OFFICE BUILDING AND NECESSARY INFRASTRUCTURE AND GRADING IMPROVEMENTS.

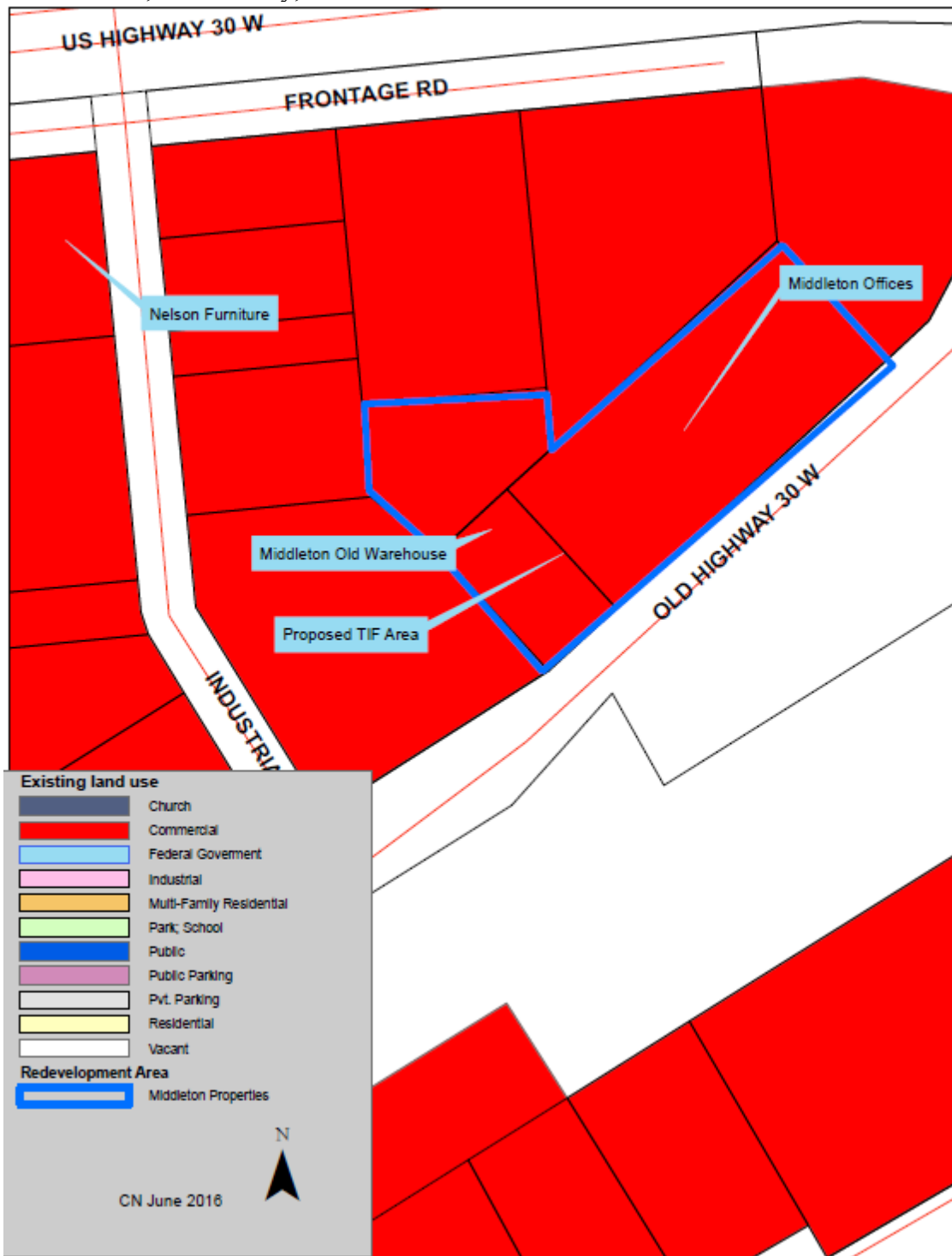
The use of Tax Increment Financing to aid in demolition, site clearance, rehabilitation and necessary infrastructure and grading improvements to redevelop 2716 and 2802 W. Old Highway 30 (Lots 2 and 3 of Commercial Industrial Park Sixth Subdivision in the City of Grand Island). The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project affordable. The project will result in the construction of a new central warehouse and renovated office space for Middleton Electric. The developer has indicated that this development would not be considered for at this location without the use of TIF.

Middleton Properties L.L.C. owns the subject property and currently operates the Grand Island offices of Middleton Electric from this location. Middleton Electric also has offices and operations in Lincoln and Kearney. There is an old warehouse and off ice building on this property. The developer is proposing to replace the existing warehouse with one capable of serving as centralized storage for all three Middleton Electric locations and renovating the office space at the Grand Island offices. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the site work and remodeling. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2018 towards the allowable costs.

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

2716 and 2802 W. Old Highway 30 in Grand Island Nebraska

Legal Descriptions: Lots 2 and 3 of Commercial Industrial Park Sixth Subdivision in Grand Island, Hall County, Nebraska.



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 a new ware housing space and remodeling of an existing office at this location as permitted in the M2 Heavy Manufacturing Zoning District.

Statutory Pledge of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution providing for the issuance of the TIF Note, the Authority hereby provides that any ad valorem tax on the Redevelopment Project Area 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, 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 August 25, 2015.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

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

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

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

a. Land Acquisition:

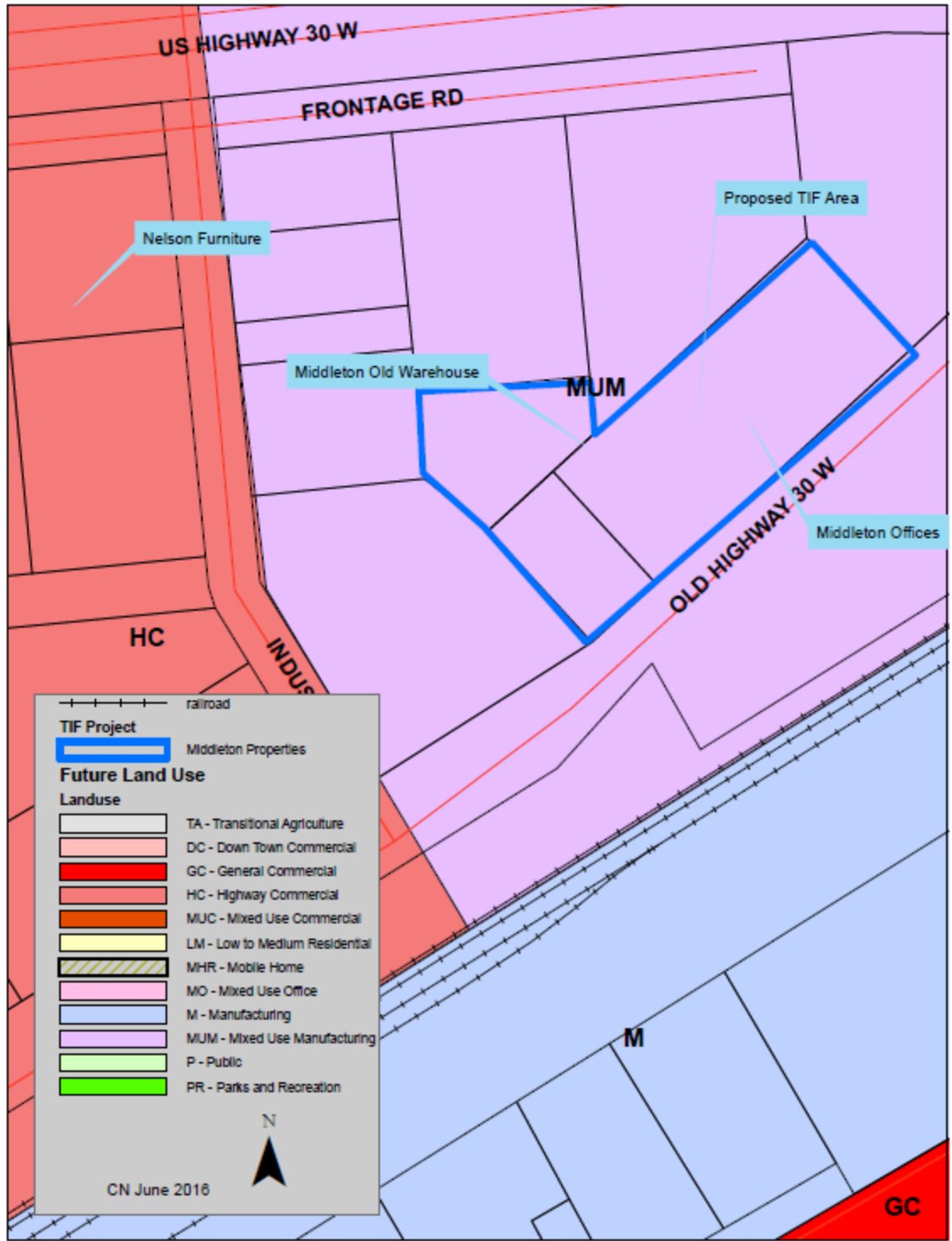
This Redevelopment Plan for Area 18 does not anticipate real property acquisition by the developer. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

The project to be implemented with this plan provides for the demolition and removal of the existing warehouse on the property.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. This property is in private ownership and surrounding properties are planned for mixed use manufacturing. The property south of Old Highway 30 is owned by the Union Pacific Rail Road. [§18-2103(b) and §18-2111] A site plan of the area after redevelopment is also attached as Exhibit A. [§18-2111(5)]



City of Grand Island Future Land Use Map

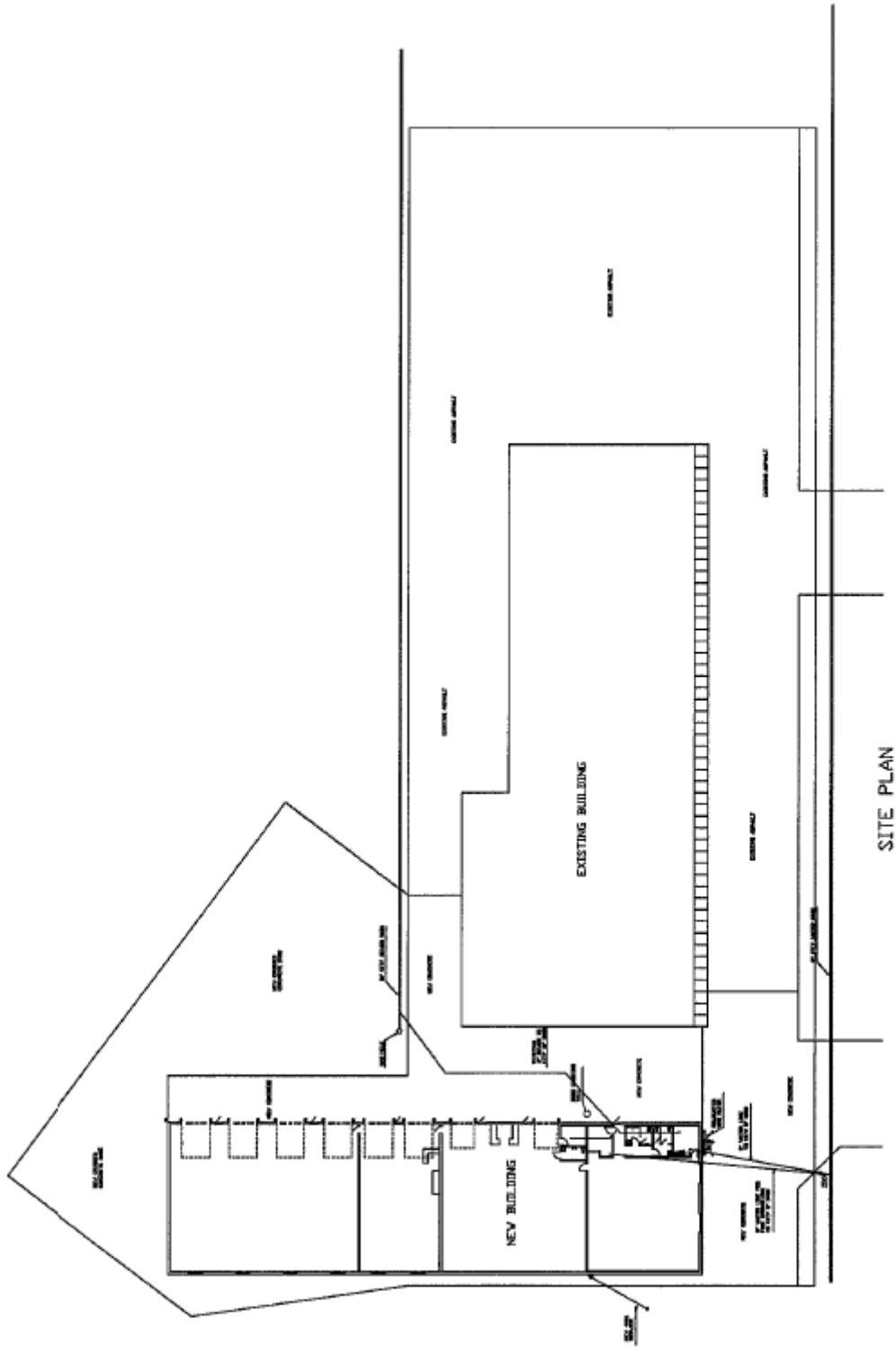


Exhibit A

Proposed Site Plan as developed.

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

The area is zoned M2 Heavy Manufacturing zone. No zoning changes are anticipated with this project. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is proposing to build on the site within the constraints allowed by the current zoning district. The M2 zoning district allows for up to 65% of each lot to be covered with buildings. The proposed warehouse on lot 2 will cover approximately 48% of the lot. The office building on lot 3 will not be increased in size and is a conforming building. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. No new services are anticipated with this development. However, the Redeveloper will install new gas, sewer, water and electrical lines to the new warehouse. Those improvements will be on site and not impact the city's main lines. Additionally, the Redeveloper will install a new manhole on the city sewer line.

. [§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. No individuals or businesses will be relocated due to this development. [§18-2103.02]

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

The developer owns this property. Demolition of the existing warehouse including asbestos removal is estimated at \$69,000 and is a TIF eligible expense. Site preparation including grading, dirt work, and well abandonment is expected to cost about \$90,000 and is a TIF eligible expense. Architecture, engineering and survey cost for the project are estimated at \$63,400. Utility connections and extensions and drive access for the new warehouse are estimated to cost \$60,000 and are a TIF eligible expense. Renovation of the existing office building is expected to cost about \$46,000 and is an eligible expense.

The blight study for this area along with attorney's fees for the applicant, are \$8,000. Costs for legal services fees advertising and accounting for the CRA and City of Grand Island are an additional \$ 5,600 of eligible expenses. The total of eligible expenses for this project is \$ 342,000.

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 \$247,561 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2017 through December 2031. The developer will use the TIF Note to secure debt financing in the amount of \$173,919 with \$ 247,561 to be paid to the note holder during the term of the financing.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

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

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring elements of blighted conditions including renovating and rebuilding older buildings within the area.

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 2017 tax year.

9. Justification of Project

Demolition, extension of utilities and substantial site grading are necessary to facilitate rebuilding at this site. The redevelopment of this property by Middleton Electric will result in greater investment by the company in their Grand Island location and will keep their employee base within the Grand Island area.

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 \$247,561 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 \$662,715 in private sector financing; a private investment of \$2.74 for every TIF dollar invested.

Use of Funds.			
Description	TIF Funds	Private Funds	Total
Demolition	\$68,488		\$68,488
Site Preparation	\$90,295		\$90,295
Utilities and Drive Access	\$16,148	\$53,515	\$59,663
Arch/Engineering/Planning	\$18,586	\$44,874	\$63,460
Building Costs		\$467,356	\$467,356
Renovation	\$46,044		\$46,044
Landscaping/Lighting/Parking		\$123,970	\$123,970
Fees Legal Study	\$18,000		\$18,000
TOTALS	\$247,561	\$689,715	\$937,276

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2016, valuation of approximately \$116,960. Based on the 2015 levy this would result in a real property tax of approximately \$2,365. It is anticipated that the assessed value will increase by \$820,000 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$16,500 annually. 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 2016 assessed value:	\$ 116,960
Estimated value after completion	\$ 936,667
Increment value	\$ 819,707
Annual TIF generated (estimated)	\$ 16,504
TIF bond issue	\$ 247,561

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

The redevelopment project area currently has an estimated valuation of \$116,960. The proposed redevelopment will create additional valuation of \$819,707. 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;

This plan provides for the placement of a new manhole in the city's sewer line. 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 negatively impacted by this development.

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

This will have minimal impact on employers or employees within the redevelopment project area. It will create the opportunity for additional employees within Middleton Electric in the Grand Island area.

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

This project will not have a negative impact on other employers in any manner different from any other expanding business within the Grand Island area. The Grand Island labor market is tight but this will create additional full time jobs in the regions. This will allow a local company to expand in our community.

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

Time Frame for Development

Development of this project is anticipated to be completed between September of 2016 and August 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 in 2017 with taxes due in 2018. 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 \$247,561 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the rehabilitation the developer will spend more than \$340,000 on TIF eligible activities.

BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name: **Middleton Properties II, LLC**

Address: **2716 West Old Hwy 30, Grand Island, NE 68803**

Telephone No.: **(308) 382-2550**

Fax No.: **(308) 382-3442**

Contact: **Tom Middleton**

Brief Description of Applicant's Business: **Ownership and rental of commercial real estate properties located at 2716 West Old Highway 30 in Grand Island, Nebraska.**

Present Ownership Proposed Project Site: **Middleton Properties, LLC**

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

The primary project site is a warehouse and office facility located at 2716 West Old Highway 30 in Grand Island, Nebraska. One of the existing structures will be demolished along with nearby concrete parking and drives. The lot will be raised 18" to match adjacent grade and improve drainage with new concrete parking and drives installed. A new 65' X 230' (14,950 square foot) steel building will be erected containing approximately 11,580 square feet of warehousing with the remaining 3,370 square feet of space dedicated to office space, conference rooms, and restrooms. In addition, the exterior of an existing building that is not being demolished will be repainted along with the installation of new interior carpeting and lighting (see site plan Exhibit A).

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

VI. Estimated Project Costs:

Acquisition Costs:

A. Land	\$ -
B. Building	\$ -

Construction Costs:

A. Renovation or Building Costs:	\$434,907
B. On-Site Improvements:	\$414,942

Soft Costs:

A. Architectural & Engineering Fees:	\$ 38,460
B. Financing Fees:	\$ -
C. Legal/Developer/Audit Fees:	\$ 3,000
D. Contingency Reserves:	\$ 4,000
E. Other (Please Specify) – Blight Study	\$ 5,000
City Subdivision Work	\$ 25,000
Soil Test	\$ 1,967
TOTAL	\$927,276

Total Estimated Market Value at Completion per assessor: \$936,667

Source of Financing:

A. Developer Equity:	\$248,889
B. Commercial Bank Loan:	\$504,468

Tax Credits:

1. N.I.F.A.	\$ -
2. Historic Tax Credits	\$ -
D. Industrial Revenue Bonds:	\$ -
E. Tax Increment Assistance (See Note 1):	\$173,919
F. Other	\$ _____

Note 1: TIF requested at zero percent lending rate is \$247,561. Amount referenced in item E above is principal only portion after applying a 5% lending rate on a 15 year term note with monthly payments (interest component is \$73,642).

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

Architect: Mike Kennedy
1722 Holland Drive
Grand Island, NE 68803
(308) 380-2991

Engineer: Olsson Associates
201 East 2nd Street
Grand Island, NE 68801
(308) 384-8750

General Contractor: Starostka Group Unlimited
429 Industrial Lane
Grand Island, NE 68803
(308) 385-0636

Estimated Real Estate Taxes on Project Site Upon Completion of Project:
(Please Show Calculations)
\$18,859 (See Exhibit B for detailed calculation)

Project Construction Schedule:

Construction Start Date: Upon TIF application acceptance

Construction Completion Date: 180 days after acceptance

If Phased Project:

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

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

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

TAX INCREMENT FINANCING REQUEST INFORMATION

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

\$247,561 of tax increment financing (based on a 0% lending rate) is being requested to assist in the construction and renovation of commercial warehouse and office space located at 2716 West Old Highway 30 in Grand Island, Nebraska. The project involves the demolition and replacement of an existing office and warehousing structure and concrete parking with a new steel building and parking along with grading work to improve drainage. The TIF funds will enable the project to be undertaken, resulting in vast improvements to the condition of the current location.

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

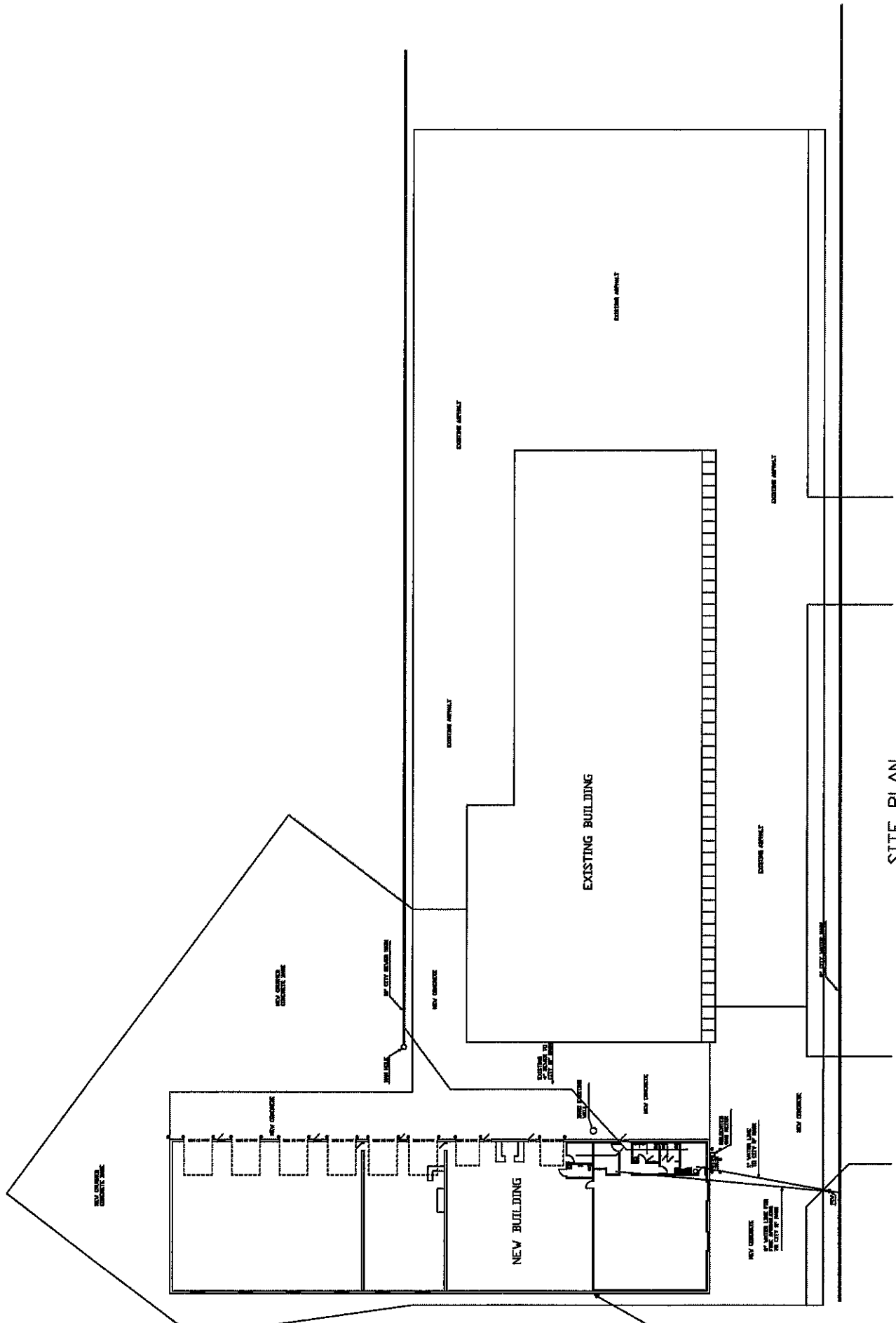
Tax increment financing is an integral and essential component to project completion which is contingent upon receipt of the expected tax increment assistance. Feasibility is dependent on TIF funds that will enable the creation of adequate economics in leasing the property at a competitive rate in the specified area (See also Exhibit E for capitalization rate analysis).

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

See Exhibit F

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

N/A – applicant is a new legal entity



**Middleton Properties II, LLC
Tax Increment Financing Request
Estimated Real Estate Taxes on Project Site Upon Completion of Project**

Existing Assessed Value and Real Estate Tax on Project Site

<u>Parcel Number</u>	<u>Assessed Value (2015)</u>			<u>Taxes</u>
	<u>Improvements</u>	<u>Land</u>	<u>Total</u>	
400146762	95,961	20,999	116,960	2,355
	<u>95,961</u>	<u>20,999</u>	<u>116,960</u>	<u>2,355</u>

Estimated Real Estate Taxes on Project Site Upon Completion of Project

	<u>2015 Assessment</u>
2015 taxes assessed on site prior to project commencement	2,355
Divided by base assessed value	<u>116,960</u>
Estimated tax rate	2.013410%
Proposed assessed value	<u>936,667</u>
Estimated annual real estate tax after project completion	18,859
Less existing annual real estate tax	<u>(2,355)</u>
Estimated increase in annual real estate tax	16,504
	<u>15</u>
Requested TIF assistance at zero percent lending rate	247,561

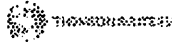
		<u>Rate</u>	<u>Principal</u>
Principal debt service at indicated rate			
With annual note payments	PVA	5.00%	171,307
With monthly note payments	PVA	5.00%	173,919

Exhibit B

HALL COUNTY ASSESSOR'S OFFICE

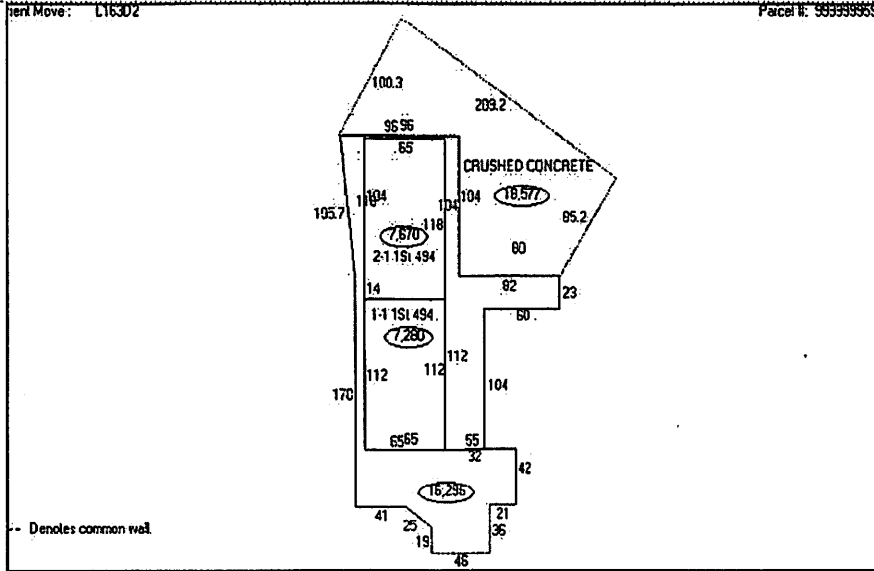


Commercial Property Record Card -Inactive Record



Data Provided By: JANET L. PELLAND County Assessor. Printed on 04/18/2016 at 03:57:68P

Parcel Information		Ownership Information	
Parcel Number	99999959	Current Owner	MIDDLETON ELECTRIC, INC
Map Number		Address	2716 W OLD HWY 30
Situs	What if Middleton Elec(146762 &PT 367	City St. Zip	GRAND ISLAND, NE 68803-5273
Legal	MISC TR 20-11-9 NE4NW4 & COMM IND PARK 4TH SUB LT 2 (49823 SF)	Cadastral #	
Property Data			
Neighborhood	495	Topography	
Lot Width		Street	
Lot Depth		Utilities	
Units Buildable	49823	Amenities 1	2 LAND VALUE
Value Method	SF	Amenities 2	
		Number of Units	49823
		Unit Value	1.20
		Adjustment	
		Lot Value	59,784



Building Data														
Bldg.	Sec.	Code	Description	Year	Cls.	Qual.	Cond.	Area	Perm.	Stor.	Hght.	Sec. RCN	Phys. Func.	RCNLD
			CRUSHED CONCRETE B	2016				18,577				13,933	-33%	18,531
			PAVING, CONCRETE	2016				16,296				68,280		68,280
1	1	494	INDUSTRIALS, LIGHT-MFTG.	2016	S	300	40	7,280	354	1	13	368,222		368,222
2	1	494	INDUSTRIALS, LIGHT-MFTG.	2016	S	300	40	7,670	366	1	18	421,850		421,850

Cost Approach From Marshall & Swift				Potential Gross Income			
Total Building Area	14,950						
Total Building RCN	790,072	Vacancy & Collection Loss				Contract	Market
Total Refinements	82,213	Effective Income					
Total Replacement Cost New	872,285	Total Expenses					
Total Phys. & Func. Depreciation	4,598	Net Operating Income					
RCN Less Phys. & Func.	876,883	Capitalization Rate					
Economic Depreciation		Income Approach					
Accrued Economic depreciation		Final Value Reconciliation					936,667
Total RCN Less Depreciation	876,883						
Additional Lump Sums							
Land Value	59,784						
Total Cost Value	936,667						
Value Per Res Unit							
Value Per Sq. Ft.	62.65						

*DATA USED FOR COST CALCULATIONS SUPPLIED BY MARSHALL & SWIFT which hereby reserves all right herein.

		BUDGET			
		MIDDLETON ELECTRIC			
		STAROSTKA GROUP UNLIMITED			
		429 INDUSTRIAL LANE			
		GRAND ISLAND, NE 68803			
1.005	BLIGHTED STUDY	\$5,000.00			
1.007	ATTORNEY FEES	\$3,000.00			
1.008	MISC OFFICE				
1.020	SEMI TRUCK HAULS				
1.030	MOTEL COSTS				
1.046	FUEL, TRAVEL				
1.048	WELL ADBANDONMENT	\$3,301.00			
1.051	CIVIL ENGINEER	\$2,500.00			
1.052	SURVEY / AND TOPO	\$2,200.00			
1.053	SOIL TEST	\$1,967.00			
1.055	ARCHITECT FEES	\$33,760.00			
1.060	BUILDING PERMIT				
1.100	PER DIEM				
1.300	BLUEPRINTS/REPRODUCTIONS				
1.510	TEMPORARY POWER				
1.515	DUMPSTER FEES				
1.527	WINTER PROTECTION				
1.580	JOB TRAILER				
1.600	SMALL TOOLS / EQUIPMENT				
1.610	RENTAL EQUIPMENT				
	SITework:				
2.059	DEMO	\$49,038.00			
2.200	DIRTWORK ALLOWANCE	\$85,027.00			
2.509	ASPHALT / CONCRETE PAVING (Driveways)	\$26,515.00			
3.120	TRASH ENCLOSURE				
3.550	CONCRETE PUMPING				
15.600	UTILITIES TO BUILDING	\$30,366.00	gas line, water, sewer, fire main, electrical		
15.700	UTILITIES FOR CITY	\$2,782.00	man hole		
	BUILDING CONSTRUCTION:				
3.154	ANCHOR BOLT 2" INS.				
3.200	REBAR - MESH				
3.386	SITE RAMP - DOCK				
4.200	MASONRY				
5.100	STEEL BLDG				
5.400	STEEL ERECTION				
5.500	STEPS				
5.600	DOCK LEVELER				
6.100	ROUGH CARPENTRY				
6.120	LUMBER & ACCESSORIES				
6.240	CABINETS				
7.920	CAULKING / SEALANTS				
8.360	ROLLUP WDW - OH DOOR				
8.410	ALUM. STORE FRONTS				
8.510	WINDOW 10 EACH				
8.511	DRIVE UP WINDOW LABOR				
8.700	H.M. DRS / FRS/ HDWE				
9.200	DRYWALL SUB				
9.510	ACOUSTICAL CEILINGS				
9.910	PAINTING				
9.970	TILE BATH				
10.800	TOILET PARTITIONS-ACCESS				
9.520	CARPET IN VESTIBULE				
13.915	FIRE PROTECTION				
15.500	HVAC				
15.400	PLUMBING				
16.100	ELECTRICAL				
17.100	EXTRA WORK	\$19,450.00	asbestos abatement		
	CITY SUBDIVISION WORK	\$25,000.00			
	TOTAL:	\$289,906.00			
	Site work on new building from above	\$289,906.00			
	Rehabilitation of existing building	\$46,044.25			
	TIF Qualified Costs	\$335,950.25			
1.065	CONTINGENCY	\$4,000.00			
2.509	ASPHALT / CONCRETE PAVING (Parking)	\$106,061.00			
2.900	LANDSCAPING	\$6,483.00			
2.901	SITE LIGHTING	\$7,426.00			
3.100	CONCRETE SUB - BLDG	\$78,493.00	footing		
	Steel Building cost	\$388,863.00			
	Total Costs	\$927,276.25			

Exhibit C

Exhibit D
Annual Income & Expense Pro Forma

MIDDLETON PROPERTIES II, LLC

**PROJECTED STATEMENTS OF RECEIPTS AND DISBURSEMENTS UNDER VARIOUS TAX INCREMENT FINANCING
SCENARIOS DETAILED IN NOTE A – CASH BASIS**

Year Ending December 31, 2017

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PROJECTED STATEMENTS OF RECEIPTS AND DISBURSEMENTS UNDER VARIOUS TAX INCREMENT FINANCING SCENARIOS DETAILED IN NOTE A – CASH BASIS	5
SUMMARY OF SIGNIFICANT PROJECTION ASSUMPTIONS	6

INTRODUCTION

The projection in this illustration presents the entity's, Middleton Properties II, LLC, projected receipts and disbursements under the hypothetical assumptions in Note A on the cash basis for the twelve months ending December 31, 2017.



**SCHROEDER
&
SCHREINER,
P.C.**

CERTIFIED
PUBLIC
ACCOUNTANTS

INDEPENDENT ACCOUNTANTS' REPORT

Middleton Properties II, LLC
Grand Island, NE

We have compiled the accompanying projected statements of receipts and disbursements under various tax increment financing scenarios detailed in note A – cash basis of Middleton Properties II, LLC (see Introduction), for the year ending December 31, 2017, in accordance with attestation standards established by the American Institute of Certified Public Accountants. The accompanying projected information was prepared for use in a tax increment financing request to the Grand Island, NE Community Redevelopment Authority.

A compilation is limited to presenting in the form of a projection information that is the representation of management and does not include evaluation of the support for the assumptions underlying the projection. We have not examined the projection and, accordingly, do not express an opinion or any other form of assurance on the accompanying statement or assumptions. Furthermore, even if the tax increment financing (TIF) scenarios outlined did not take place, there will usually be differences between projected and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

Management has elected to omit the summary of significant accounting policies required by the guidelines for presentation of a projection established by the American Institute of Certified Public Accountants. If the omitted disclosures were included in the projection, they might influence the user's conclusions about the Company's net cash receipts and disbursements for the projection period. Accordingly, this projection is not designed for those who are not informed about such matters.

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

2535 N. Carleton Ave.
Suite B
Grand Island, NE
68803
P.O. Box 520
Grand Island, NE
68802-0520
PH: 308-381-1355
FAX:308-381-6557
EMAIL:
info@ss-cpas.com
WEBSITE:

Schroeder & Schreiner, P.C.

Grand Island, NE
May 24, 2016

MIDDLETON PROPERTIES II, LLC

**PROJECTED STATEMENTS OF RECEIPTS AND DISBURSEMENTS UNDER VARIOUS TAX INCREMENT FINANCING
SCENARIOS DETAILED IN NOTE A - CASH BASIS**

Year Ending December 31, 2017

	With Tax Increment Financing	Without Tax Increment Financing
Gross Taxable Income:		
Rental income	\$ 89,700	\$ 89,700
Tenant real estate tax reimbursement	-	-
	89,700	89,700
Tax Deductions:		
Interest expense - TIF debt	8,515	-
Interest expense - Non-TIF debt	24,697	31,509
Snow removal	2,000	2,000
Real estate tax (existing)	2,355	2,355
Real estate tax (TIF increment)	16,504	16,504
Repairs and maintenance	10,000	10,000
Professional fees	2,500	2,500
Depreciation and amortization	18,772	25,120
	85,343	89,988
Taxable income	4,357	(288)
Adjustments to Arrive at Net Cash Receipts (Disbursements)		
Depreciation & amortization	18,772	25,120
TIF non-shareholder capital contribution	16,504	-
Principal debt service - TIF	(7,989)	-
Principal debt service - Non-TIF	(23,175)	(29,566)
Member contribution (distribution):		
Estimated for Federal Income Tax benefit (expense)	(1,725)	114
Estimated for State Income Tax benefit (expense)	(298)	20
	2,089	(4,312)
Net cash receipts (disbursements)	\$ 6,446	\$ (4,600)

See the summary of significant assumptions and the independent accountants' report.
Schroeder & Schreiner, P.C.

MIDDLETON PROPERTIES II, LLC

SUMMARY OF SIGNIFICANT PROJECTION ASSUMPTIONS

Year Ending December 31, 2017

NOTE A – NATURE AND LIMITATION OF PROJECTIONS

The accompanying projection presents, to the best of Middleton Properties II, LLC's, (Middleton's) knowledge and belief, cash receipts and disbursements for the year ending December 31, 2017 to be generated by a warehouse and office facility (e.g. "the project") located in Grand Island, Nebraska. Stated cash receipts and disbursements are intended to convey results of operations after the anticipated 2016 completion of the project assuming funding of the estimated construction costs of \$927,276 both with, and in the absence of, tax increment financing assistance. The projection reflects their judgment as of May 24, 2016, the date of this projection, of the expected conditions and their expected course of action. Actual results are likely to differ from the projected results because events and circumstances frequently do not occur as expected. Those differences may be material. The assumptions disclosed herein are those that management believes are significant to the projections. The projected information was prepared for use in a tax increment financing request to the Grand Island, Nebraska Community Redevelopment Authority.

NOTE B – BASIS OF ACCOUNTING

The presentations of cash receipts and disbursements for the projection period and the year ending December 31, 2017 portray results using the cash basis of accounting. The results of this basis differ from those using generally accepted accounting principles primarily because the cash basis does not recognize assets other than cash and the debt principal outstanding under the tax increment financing or construction or building loan(s).

NOTE C – CASH RECEIPTS

Middleton Properties II, LLC is a lessor of a 14,950 square foot warehouse and office building. Rental revenue has been determined based on the historical experience of the company (and related parties) in leasing space to tenants in the existing location as well as prevailing rent per square foot for similar real estate in the same locale. The projection assumes full occupancy of the available space. It is assumed that no disparity exists between office and warehouse spaces in arriving at the \$6 per square foot annual rental rate applied.

The projection includes two scenarios dependent on whether or not the tax increment financing (TIF) request is approved. In the event of TIF approval, Middleton will receive additional TIF revenue from the County based on the anticipated increase in the assessed value generated by the proposed project and the additional real estate tax that increase will generate. Both the TIF financing and real estate taxes are subject to the final determination of assessed value.

NOTE D – CASH DISBURSEMENTS

Interest expense and principal debt service are based on the assumption that with the exception of any TIF financing assistance, the entire renovation project will be financed through capital contributions from the owners and additional debt incurred to cover the anticipated construction costs.

TIF debt is based on an initial \$173,919 principal balance that can be serviced with the anticipated incremental real estate tax generated by the project. The loan is expected to have a 15-year term with scheduled monthly payments of \$1,375 (annual \$16,504) and an interest rate of approximately 5.0 percent.

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

MIDDLETON PROPERTIES II, LLC

SUMMARY OF SIGNIFICANT PROJECTION ASSUMPTIONS, Continued

Year Ending December 31, 2017

NOTE D – CASH DISBURSEMENTS, continued

The remaining construction costs, not funded through tax increment financing, will be satisfied with \$248,889 of additional capital contributions and bank debt for the residual obligation. These loans are expected to have a 15-year term with an interest rate of approximately 5.0 percent. Scenarios contemplating the denial of tax increment financing will assume bank debt with the same terms as that on the TIF debt.

Projected real estate tax is expected to equal the current tax (for the 2015 year) plus additional tax generated by applying the current levy rate to the anticipated increase in assessed value to be generated by the renovation project.

Projected costs for snow removal, repairs and maintenance, and professional fees are all based on Middleton's experience in renting similar real estate in the same local or estimates arrived at from knowledge of comparable lessors. Utilities, insurance, and other unstated costs are to be paid by the tenant.

Projected member distributions to cover estimated individual income tax (or contributions to reflect estimated income tax benefits) are based on anticipated taxable pass-through income and the highest marginal Federal and State income tax rates of 39.6 percent and 6.84 percent respectively, expected to be in effect during the projection period. Although not a cash expenditure, estimated depreciation has been calculated and included in the projection to arrive at net taxable income used in determining these member distributions / contributions. Estimated capitalized costs are depreciated under either the straight line method for 39-year life building components or the 150 percent declining balance method for 15-year life paving components. In the scenario assuming tax increment financing, the estimated depreciable basis of the building component has been reduced to reflect non-depreciable costs financed by non-shareholder TIF capital contributions.

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

7

**Middleton Properties II, LLC
Tax Increment Financing Application
Capitalization Rate Analysis**

	<u>With Tax Increment Financing</u>	<u>Without Tax Increment Financing</u>
Net operating income	70,822	56,475
Divided by fair market value	1,040,741	1,040,741
Equals capitalization rate	6.80%	5.43%

Exhibit E

**Middleton Properties, LLC
Tax Increment Financing Request
Municipal and Corporate References**

Name of Reference	Contact Person	Telephone Number	Fax Number
Chief Construction Company	Roger Bullington	(308) 389-7222	
Exchange Bank	Tony Porter	(308) 382-2900	
Five Points Bank	Ed O'Boyle	(308) 384-5350	
Five Points Bank	Tim Wojcik	(308) 384-5350	
Insur Insurance	Jeff Schultz	(308) 382-8000	
Jerry's Sheet Metal Heating & Cooling, Inc.	KC Hehnke	(308) 384-2881	
Leininger, Smith, Johnson, Baack, Placzek & Allen Law Firm	Andy Baack	(308) 382-1930	
O'Connor Enterprises	Ray O'Connor	(308) 381-2497	
Schroeder & Schreiner, P.C.	Bruce Schreiner	(308) 381-1355	
Shamberg, Wolf, McDermott & Depue	Ron Depue	(308) 384-1635	

Exhibit F

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

RESOLUTION NO. 224

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 13th day of July, 2016.

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

By 
Chairperson

ATTEST:


Secretary

Middleton Properties II, LLC

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

RESOLUTION NO. 225

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 18, from Middleton Properties II, LLC, (The "Developer") for redevelopment of an area within the city limits of the City of Grand Island as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 18;

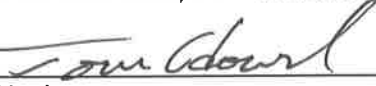
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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 13th day of July, 2016.

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

By 
Chairperson

ATTEST:


Secretary

Middleton Properties II, LLC

Resolution Number 2016-09

HALL COUNTY REGIONAL PLANNING COMMISSION

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

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

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

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

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

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

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

DATED: August 10, 2016.

HALL COUNTY REGIONAL PLANNING COMMISSION

By: [Signature] Chair

ATTEST:

By: [Signature] Secretary

Middleton Properties II, LLC



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item E-7

Public Hearing on Proposed Fiscal Year 2015-2016 City of Grand Island and Community Redevelopment Authority (CRA) Budgets

This public hearing will stay open until the September 13, 2016 City Council meeting at which time Council will take action. Discussion will be held by the City Council under Special Items S-1. No action will be taken.

Staff Contact: Renae Griffiths

Council Agenda Memo

From: Renae Griffiths, Finance Director

Meeting: August 23, 2016

Subject: Public Hearing for FY2016-2017 Annual Single City Budget

Presenter(s): Renae Griffiths, Finance Director

Background

Several meetings have been held to review the proposed budget in detail, most recently the August 16, 2016 special meeting, item S-4. We currently do not have the valuation numbers from the County Assessor that are to be mailed by August 20, 2016.

Discussion

This is to open the public hearing for the FY2016-2017 budget. Final action is to be taken at the September 13, 2016 meeting.



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item F-1

#9597 - Consideration of Request to Rezone Property Proposed for Platting as Lots 1, 2 & 3 & Outlots 1 & 2 and half Adjacent ROW of Prairie Commons Subdivision located So. of Husker Hwy & West of US Hwy 281 from TA – Transitional Agricultural to CD – Commercial Development (Prataria Ventures, LLC)

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9597

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising a part of the NW ¼ Section 36 Township 11 north, Range 10 west of the 6th PM in Hall County, Nebraska, from TA Transitional Agriculture Zone to CD Commercial Development Zone as described below and approve the development plan submitted with the rezoning application; 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 August 10, 2016, held a public hearing and made a recommendation on the proposed zoning of such area and development plan; and

WHEREAS, notice as required by Section 19-923, R.R.S. 1943, has been given to the Boards of Education of the school districts in Hall County, Nebraska; and

WHEREAS, after public hearing on August 23, 2016, the City Council found and determined the change in zoning and development plan 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, reclassified and changed from TA Transitional Agriculture Zone to CD Commercial Development Zone:

A TRACT OF LAND CONSISTING OF PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NE1/4, SEC. 36-T11N-R10W; THENCE ON AN ASSUMED BEARING OF S02°04'00"E, ALONG THE EAST LINE OF SAID NE1/4, A DISTANCE OF 104.27 FEET; THENCE S87°56'00"W A DISTANCE OF

Approved as to Form August 19, 2016	by _____ City Attorney
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ORDINANCE NO. 9597 (Cont.)

116.87 FEET TO THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF HUSKER HIGHWAY AND THE WEST R.O.W. LINE OF U.S. HIGHWAY 281, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S02°24'14"E, ALONG SAID WEST R.O.W. LINE, A DISTANCE OF 1410.79 FEET; THENCE S81°10'25"W A DISTANCE OF 323.49 FEET TO A POINT ON THE CENTERLINE OF PRAIRIEVIEW STREET; THENCE N08°49'35"W, ALONG THE CENTERLINE OF PRAIRIEVIEW STREET, A DISTANCE OF 7.54 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, ALONG SAID CENTERLINE, HAVING A DELTA ANGLE OF 78°23'02", HAVING A RADIUS OF 143.00 FEET, AND CHORD BEARING OF N50°02'39"W A CHORD DISTANCE OF 180.73 FEET; THENCE S89°27'59"W, ALONG SAID CENTERLINE, A DISTANCE OF 178.67 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, ALONG SAID CENTERLINE, HAVING A DELTA ANGLE OF 69°57'55", HAVING A RADIUS OF 300.00 FEET, AND CHORD BEARING OF N55°33'04"W A CHORD DISTANCE OF 344.00 FEET; THENCE N20°34'06"W, ALONG SAID CENTERLINE, A DISTANCE OF 707.87 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, ALONG SAID CENTERLINE, HAVING A DELTA ANGLE OF 18°54'43", HAVING A RADIUS OF 1000.00 FEET, AND CHORD BEARING OF N11°06'44"W A CHORD DISTANCE OF 328.58 FEET; THENCE N01°39'23"W, ALONG SAID CENTERLINE, A DISTANCE OF 183.82 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF HUSKER HIGHWAY; THENCE N88°19'49"E, ALONG SAID SOUTH R.O.W. LINE, A DISTANCE OF 140.13 FEET; THENCE N88°21'52"E, ALONG SAID SOUTH R.O.W. LINE, A DISTANCE OF 289.93 FEET; THENCE N88°21'27"E, ALONG SAID SOUTH R.O.W. LINE, A DISTANCE OF 287.27 FEET; THENCE N88°20'35"E, ALONG SAID SOUTH R.O.W. LINE, A DISTANCE OF 35.49 FEET; THENCE N01°39'25"W, ALONG SAID R.O.W. LINE, A DISTANCE OF 12.00 FEET; THENCE S82°02'36"E, ALONG SAID SOUTH R.O.W. LINE, A DISTANCE OF 431.85 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 1,476,730.62 SQUARE FEET OR 33.901 ACRES MORE OR LESS.

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 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.

ORDINANCE NO. 9597 (Cont.)

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

Enacted: August 23, 2016

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item F-2

#9598 - Consideration of Request to Rezone Property Proposed for Platting as Lots 4 & 5 and half Adjacent ROW of Prairie Commons Subdivision located So. of Husker Hwy and West of US Hwy 281 from TA – Transitional Ag to RO – Residential Office and Lots 6 & 7 and Outlot 4 to B2 - General Business

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9598

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprising a part of the NW ¼ Section 36 Township 11 north, Range 10 west of the 6th PM in Hall County, Nebraska, from TA Transitional Agriculture Zone to B2 General Business Zone and RO Residential Office Zone as described below and ; 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 August 10, 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 Boards of Education of the school districts in Hall County, Nebraska; and

WHEREAS, after public hearing on August 23, 2016, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from TA Transitional Agriculture Zone to B2 General Business Zone:

A TRACT OF LAND CONSISTING OF PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NE1/4, SEC. 36-T11N-R10W; THENCE ON AN ASSUMED BEARING OF S02°04'00"E, ALONG THE EAST LINE OF SAID NE1/4, A DISTANCE OF 104.27 FEET; THENCE S87°56'00"W A DISTANCE OF 116.87 FEET TO THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF HUSKER HIGHWAY AND THE WEST R.O.W. LINE OF U.S.

Approved as to Form	▣ _____
August 19, 2016	▣ City Attorney

ORDINANCE NO. 9598 (Cont.)

HIGHWAY 281; THENCE S02°24'14"E, ALONG SAID WEST R.O.W. LINE, A DISTANCE OF 1410.79 FEET TO THE POINT OF BEGINNING; THENCE S02°24'14"E, ALONG SAID WEST R.O.W. LINE, A DISTANCE OF 58.11 FEET; THENCE S01°30'13"E, ALONG SAID WEST R.O.W. LINE, A DISTANCE OF 1025.38 FEET TO THE POINT OF INTERSECTION OF SAID WEST R.O.W. LINE AND THE NORTH R.O.W. LINE OF RAE ROAD; THENCE S88°06'49"W, ALONG SAID NORTH R.O.W. LINE, A DISTANCE OF 124.36 FEET; THENCE N80°11'30"W, ALONG SAID NORTH R.O.W. LINE, A DISTANCE OF 49.34 FEET; THENCE S88°06'49"W, ALONG SAID NORTH R.O.W. LINE, A DISTANCE OF 260.61 FEET; THENCE S43°06'49"W, ALONG SAID R.O.W. LINE, A DISTANCE OF 28.28 FEET; THENCE S88°06'49"W A DISTANCE OF 754.09 FEET TO THE INTERSECTION OF SAID NORTH R.O.W. LINE AND A POINT ON THE WEST LINE OF THE SE1/4, NE1/4; THENCE N02°02'45"W, ALONG SAID WEST LINE, A DISTANCE OF 1003.60 FEET; THENCE N87°40'04"E A DISTANCE OF 86.45 FEET; THENCE N76°13'29"E A DISTANCE OF 279.91 FEET; THENCE N26°20'22"E A DISTANCE OF 181.93 FEET TO A POINT BEING THE CENTERLINE OF PRAIRIEVIEW STREET, SAID POINT ALSO BEING A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, ALONG SAID CENTERLINE, HAVING A DELTA ANGLE OF 26°52'23", HAVING A RADIUS OF 300.00 FEET, AND A CHORD BEARING OF S77°05'49"E A CHORD DISTANCE OF 139.42 FEET; THENCE N89°27'59"E A DISTANCE OF 178.68 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, ALONG SAID CENTERLINE, HAVING A DELTA ANGLE OF 78°22'57", HAVING A RADIUS OF 143.00 FEET, AND A CHORD BEARING OF S50°02'36"E A CHORD DISTANCE OF 180.73 FEET; THENCE S08°49'35"E A DISTANCE OF 7.54 FEET; THENCE N81°10'25"E A DISTANCE OF 323.49 FEET TO THE POINT OF BEGINNING.

SECTION 2. The following tract of land is hereby rezoned, reclassified and changed from TA Transitional Agriculture Zone to RO Residential Office Zone:

A TRACT OF LAND CONSISTING OF PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 36, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NE1/4, SEC. 36-T11N-R10W; THENCE ON AN ASSUMED BEARING OF S02°04'00"E, ALONG THE EAST LINE OF SAID NE1/4, A DISTANCE OF 104.27 FEET; THENCE S87°56'00"W A DISTANCE OF 116.87 FEET TO THE POINT OF INTERSECTION OF THE SOUTH RIGHT-OF-WAY (R.O.W.) LINE OF HUSKER HIGHWAY AND THE WEST R.O.W. LINE OF U.S. HIGHWAY 281; THENCE N82°02'36"W, ALONG SAID SOUTH R.O.W. LINE, A DISTANCE OF 431.85 FEET; THENCE S01°39'25"E, ALONG SAID R.O.W. LINE, A DISTANCE OF 12.00 FEET; THENCE S88°20'35"W, ALONG SAID SOUTH R.O.W. LINE, A DISTANCE OF 35.49 FEET; THENCE S88°21'27"W, ALONG SAID SOUTH R.O.W. LINE, A DISTANCE OF 287.27 FEET; THENCE S88°21'52"W, ALONG SAID SOUTH

ORDINANCE NO. 9598 (Cont.)

R.O.W. LINE, A DISTANCE OF 289.93 FEET; THENCE S88°19'49"W, ALONG SAID SOUTH R.O.W. LINE, A DISTANCE OF 140.13 FEET TO A POINT BEING THE CENTERLINE OF PRAIRIEVIEW STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S01°39'23"E, ALONG SAID CENTERLINE, A DISTANCE OF 183.82 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, ALONG SAID CENTERLINE, HAVING A DELTA ANGLE OF 18°54'43", HAVING A RADIUS OF 1000.00 FEET, AND CHORD BEARING OF S11°06'44"E A CHORD DISTANCE OF 328.58 FEET; THENCE S20°34'06"E, ALONG SAID CENTERLINE, A DISTANCE OF 707.87 FEET TO A POINT OF CURVATURE;
THENCE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION, ALONG SAID CENTERLINE, HAVING A DELTA ANGLE OF 43°05'32", HAVING A RADIUS OF 300.00 FEET, AND CHORD BEARING OF S42°06'52"E A CHORD DISTANCE OF 220.35 FEET; THENCE S26°20'22"W A DISTANCE OF 181.93 FEET; THENCE S76°13'29"W A DISTANCE OF 279.91 FEET;
THENCE S87°40'04"W A DISTANCE OF 86.45 FEET TO A POINT ON THE WEST LINE OF THE SE1/4, NE1/4; THENCE N02°02'45"W A DISTANCE OF 288.25 FEET; THENCE S88°13'51"W A DISTANCE OF 827.64 FEET; THENCE N02°03'02"W A DISTANCE OF 1278.91 FEET TO A POINT ON THE SOUTH R.O.W. LINE OF HUSKER HIGHWAY; THENCE N88°19'49"E, ALONG SAID SOUTH R.O.W. LINE, A DISTANCE OF 857.52 FEET TO THE POINT OF BEGINNING.

SECTION 3. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

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

Enacted: August 23, 2016

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item F-3

#9599 - Consideration of Approving Salary Ordinance

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director
Meeting: August 23, 2016
Subject: Consideration of Approving Salary Ordinance No. 9599
Presenter(s): Aaron Schmid, Human Resources Director

Background

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

Discussion

Wage changes presented in this Ordinance are for bargaining units according to their respective labor agreements and negotiated wages. The FOP labor agreement will be presented at a later date. The Ordinance includes changes to the non-union positions. A non-union salary array was conducted this year. Included in the packet is the three year plan for phased implementation. This Ordinance executes the aforementioned wage changes.

The following information shows the average increases for each respective group. Please note, the averages are based on movement at the top step of the pay scale. Furthermore, some positions were higher and lower than the average.

AFSCME Labor Agreement will increase on average by 8.76%
IAFF Labor Agreement will increase on an average by 3.5%
IBEW Finance Labor Agreement will increase on an average by 3.88%
IBEW Service/Clerical Labor Agreement will increase on an average by 4.02%
IBEW Utilities Labor Agreement will increase on an average by 2.75%
IBEW WWT Labor Agreement will increase on an average by 3.44%
Non-Union will increase on an average by 2.89%

The wages represented in this proposed Ordinance are included in the proposed 2016/2017 fiscal year budget.

As a reminder, no new FTEs are being presented in the budget. The Assistant Utilities Director-Distribution position will be re-titled to Assistant Utilities Director-Engineering and Business Operations as part of a department reorganization.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve proposed Salary Ordinance No. 9599.

Sample Motion

Move to approve Salary Ordinance No. 9599.

**City of Grand Island
Proposed Salary Increases**

Department/Position:	2016 - 2017		2017 - 2018		2018 - 2019	
Administration						
City Administrator	0.00%	min / 0.00% max	0.00%	min / 0.00% max	0.00%	min / 0.00% max
Assistant to the Administrator	0.00%	min / 0.00% max	0.00%	min / 0.00% max	0.00%	min / 0.00% max
Public Information Officer	4.96%	min / 3.70% max	0.00%	min / 0.00% max	0.00%	min / 0.00% max
Receptionist	0.00%	min / 0.00% max	0.00%	min / 0.00% max	0.00%	min / 0.00% max
City Clerk	8.32%	min / 1.36% max	0.00%	min / 0.00% max	0.00%	min / 0.00% max
Building Department						
Building Department Director	0.00%	min / 0.00% max	0.00%	min / 0.00% max	0.00%	min / 0.00% max
Planning Department						
Planning Director	4.42%	min / 3.00% max	0.00%	min / 0.00% max	0.00%	min / 0.00% max
Legal						
City Attorney	12.33%	min / 5.00% max	0.00%	min / 3.12% max	0.00%	min / 0.00% max
Attorney	8.92%	min / 4.79% max	0.00%	min / 0.00% max	0.00%	min / 0.00% max
Legal Secretary	0.00%	min / 0.00% max	0.00%	min / 0.00% max	0.00%	min / 0.00% max
Human Resources Department						
Human Resources Director	8.60%	min / 5.00% max	0.00%	min / 4.38% max	0.00%	min / 0.00% max
Human Resources Specialist	10.78%	min / 1.05% max	0.00%	min / 0.00% max	0.00%	min / 0.00% max
Human Resources Recruiter	10.78%	min / 1.05% max	0.00%	min / 0.00% max	0.00%	min / 0.00% max
Human Resources Risk Mgt/Benefits Coord	10.78%	min / 1.05% max	0.00%	min / 0.00% max	0.00%	min / 0.00% max
Finance Department						
Finance Director	7.16%	min / 3.73% max	0.00%	min / 0.00% max	0.00%	min / 0.00% max
Assistant Finance Director	0.00%	min / 0.00% max	0.00%	min / 0.00% max	0.00%	min / 0.00% max
Payroll Specialist	5.97%	min / 0.00% max	0.00%	min / 0.00% max	0.00%	min / 0.00% max
Accountant	3.18%	min / 5.00% max	0.00%	min / 0.80% max	0.00%	min / 0.00% max
Finance Operations Supervisor	6.52%	min / 5.00% max	0.00%	min / 0.80% max	0.00%	min / 0.00% max
Meter Reading Supervisor	18.80%	min / 5.00% max	0.00%	min / 0.80% max	0.00%	min / 0.00% max
Information Tech. Manager	6.34%	min / 1.24% max	0.00%	min / 0.00% max	0.00%	min / 0.00% max
Customer Service Team Leader	0.00%	min / 0.21% max	0.00%	min / 0.00% max	0.00%	min / 0.00% max
Library						
Library Director	3.50%	min / 5.00% max	0.00%	min / 1.69% max	0.00%	min / 0.00% max
Assistant Library Director	4.66%	min / 2.50% max	0.00%	min / 0.00% max	0.00%	min / 0.00% max
Library Secretary	3.79%	min / 1.19% max	0.00%	min / 0.00% max	0.00%	min / 0.00% max
Librarian II	22.79%	min / 5.00% max	0.00%	min / 5.00% max	0.00%	min / 5.00% max
Librarian I	21.79%	min / 5.00% max	0.00%	min / 5.00% max	0.00%	min / 5.00% max
Library Assistant II	5.00%	min / 5.00% max	5.00%	min / 5.00% max	5.00%	min / 5.00% max
Library Assistant I	5.00%	min / 5.00% max	5.00%	min / 5.00% max	5.00%	min / 5.00% max
Library Page	5.00%	min / 5.00% max	5.00%	min / 5.00% max	5.00%	min / 5.00% max
Custodian	3.61%	min / 3.14% max	0.00%	min / 0.00% max	0.00%	min / 0.00% max

Parks

Parks/Recreation Director	7.64%	min /	4.79%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Parks Superintendent	13.04%	min /	5.00%	max	0.00%	min /	4.54%	max	0.00%	min /	0.00%	max
Grounds Maintenance Crew Chief - Cemetery	9.89%	min /	0.39%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Cemetery Superintendent	13.47%	min /	5.00%	max	0.00%	min /	1.83%	max	0.00%	min /	0.00%	max
Grounds Maintenance Crew Chief - Parks	11.07%	min /	5.00%	max	0.00%	min /	0.27%	max	0.00%	min /	0.00%	max
Recreation Superintendent	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Recreation Coordinator	10.85%	min /	5.00%	max	0.00%	min /	0.48%	max	0.00%	min /	0.00%	max
Golf Course Superintendent	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Turf Management Specialist	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Golf Maintenance Worker	2.16%	min /	0.00%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Shooting Park Superintendent	8.96%	min /	5.00%	max	0.00%	min /	0.48%	max	0.00%	min /	0.00%	max
Customer Service Representative (PT)	8.96%	min /	0.00%	max	0.00%	min /	0.48%	max	0.00%	min /	0.00%	max

Police Department

Police Chief	6.52%	min /	5.00%	max	0.00%	min /	2.98%	max	0.00%	min /	0.00%	max
Police Captain	3.70%	min /	4.99%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Victim Assistant Unit Coordinator	7.68%	min /	4.98%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Victim Witness Advocate	7.68%	min /	4.98%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Office Manager Police	7.68%	min /	4.98%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Community Service Officer	2.25%	min /	2.25%	max	2.25%	min /	2.25%	max	TBD	min /	TBD	max
Custodian Police	3.61%	min /	3.14%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max

Fire Department

Fire Chief	9.29%	min /	5.00%	max	0.00%	min /	1.34%	max	0.00%	min /	0.00%	max
Fire Operations Division Chief	4.57%	min /	5.00%	max	0.00%	min /	2.09%	max	0.00%	min /	0.00%	max
Fire Prevention Division Chief	2.58%	min /	5.00%	max	0.00%	min /	2.92%	max	0.00%	min /	0.00%	max
EMS Division Chief	4.57%	min /	5.00%	max	0.00%	min /	2.09%	max	0.00%	min /	0.00%	max

Emergency Management

Emergency Mgt Director	9.29%	min /	5.00%	max	0.00%	min /	1.34%	max	0.00%	min /	0.00%	max
Emergency Mgt Deputy Director	9.29%	min /	5.00%	max	0.00%	min /	1.34%	max	0.00%	min /	0.00%	max
Senior Public Safety Dispatcher	2.88%	min /	4.56%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max

Public Works - Street & Transportation Division

Street Superintendent	9.33%	min /	5.00%	max	0.00%	min /	1.91%	max	0.00%	min /	0.00%	max
Street Foreman	3.81%	min /	0.00%	max	0.00%	min /	0.85%	max	0.00%	min /	0.00%	max

Public Works - Fleet Services Division

Fleet Services Foreman	3.79%	min /	2.74%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
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Public Works - Engineering Division

Public Works Director	9.08%	min /	4.49%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Asst Director/Manager of Engineering Services	10.98%	min /	5.00%	max	0.00%	min /	5.00%	max	0.00%	min /	2.07%	max
Engineer I PW	0.00%	min /	0.98%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Project Manager	0.00%	min /	0.98%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
GIS Coordinator - PW	9.36%	min /	5.00%	max	0.00%	min /	2.35%	max	0.00%	min /	0.00%	max
Cadd Operator	0.03%	min /	0.00%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
PW Engineer	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max

Public Works - WWTP Division

Wastewater Plant Engineer	0.00%	min /	1.61%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Biosolids Technician	4.24%	min /	5.00%	max	0.00%	min /	2.00%	max	0.00%	min /	0.00%	max
Wastewater Chief Operator	1.64%	min /	4.32%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Wastewater Maintenance Supervisor	0.00%	min /	5.00%	max	0.00%	min /	0.43%	max	0.00%	min /	0.00%	max
Collection System Supervisor	3.95%	min /	5.00%	max	0.00%	min /	1.25%	max	0.00%	min /	0.00%	max
Engineering Technician	2.34%	min /	0.00%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Wastewater Operations Engineer	0.34%	min /	3.53%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
WWTP Regulatory Compliance Manager	22.49%	min /	2.31%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Engineer I WWTP	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max

Public Works - Solid Waste Division

Solid Waste Superintendent	6.30%	min /	2.51%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Accounting Technician	0.00%	min /	3.78%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Division Clerk	2.27%	min /	5.00%	max	0.00%	min /	3.07%	max	0.00%	min /	0.00%	max
Equipment Operator - Landfill	3.58%	min /	0.00%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Equipment Operator - Solid Waste	3.58%	min /	0.00%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Foreman	3.87%	min /	1.41%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max

Utilities Department - Water Division

Water Superintendent	1.48%	min /	0.00%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Water Supervisor	1.36%	min /	1.59%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max

Utilities Department - Electric Division

Utility Director	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Assistant Utility Director - Transmission	0.00%	min /	2.79%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Assistant Utility Director - Engineering & Business Ops	4.31%	min /	5.00%	max	0.00%	min /	0.81%	max	0.00%	min /	0.00%	max
Assistant Utility Director Production	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Reg. & Env. Manager	22.95%	min /	7.00%	max	0.00%	min /	7.00%	max	0.00%	min /	5.19%	max
Power Plant Superintendent - PGS	8.35%	min /	5.00%	max	0.00%	min /	3.15%	max	0.00%	min /	0.00%	max
Utility Production Engineer	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Power Plant Operations Supervisor	2.80%	min /	0.68%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Power Plant Maintenance Supervisor	9.25%	min /	4.43%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Power Plant Superintendent Burdick	8.35%	min /	5.00%	max	0.00%	min /	3.15%	max	0.00%	min /	0.00%	max
Electric Distribution Superintendent	0.00%	min /	1.53%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Electric Distribution Supervisor	0.00%	min /	0.91%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Utility Warehouse Supervisor	4.05%	min /	2.49%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Electric Underground Superintendent	0.00%	min /	1.53%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Civil Engineer Manager	18.21%	min /	5.00%	max	0.00%	min /	5.00%	max	0.00%	min /	4.38%	max
Sr. Electrical Engineer	3.72%	min /	0.00%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Sr. Utility Secretary	16.91%	min /	5.00%	max	0.00%	min /	5.00%	max	0.00%	min /	1.27%	max
Electrical Engineer I	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Electrical Engineer II	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Civil Engineer I	5.49%	min /	3.69%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max
Civil Engineer II	3.21%	min /	2.91%	max	0.00%	min /	0.00%	max	0.00%	min /	0.00%	max

ORDINANCE NO. 9599

An ordinance to amend Ordinance 9587 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; to rename the non-union position of Assistant Utilities Director – Distribution to Assistant Utilities Director – Engineering/Business Operations; to amend the salary ranges of non-union employees; to amend the salary ranges of employees covered under the AFSCME labor agreement; to amend the salary ranges of employees covered under the IBEW Utilities, IBEW Finance, IBEW Wastewater and the IBEW Service Clerical labor agreements; to amend the salary ranges of employees covered under the IAFF labor agreement~~of the non-union position of Community Service Officer – Part Time;~~ to ~~clarify the classification of the non-union seasonal, temporary, and part time Parks and Recreation positions;~~ and to repeal those portions of Ordinance No. 9587 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	23.5633/33.7228 24.3126/35.4090	Exempt
	19.5260/ 23.5936	

Approved as to Form _____
August 19, 2016 City Attorney

ORDINANCE NO. 9599 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – Solid Waste	/24.4854	40 hrs/week
Assistant to the City Administrator	22.9200/32.2648	Exempt
Assistant Finance Director	32.9968/47.6559	Exempt
Assistant Public Works Director / Manager of Engineering Services	34.0370/51.6755 37.7743/54.2593	Exempt
Assistant Utilities Director – Distribution Engineering/Business Operations	48.7903/69.3328 50.8928/72.7995	Exempt
Assistant Utilities Director – Production	52.8344/75.1064	Exempt
Assistant Utilities Director – Transmission	52.8344/75.1064 /77.2019	Exempt
Attorney	29.3208/45.2405 31.9363/47.4075	Exempt
Biosolids Technician	18.5804/27.3972 19.3682/28.7671	40 hrs/week
Building Department Director	34.3474/50.2154	Exempt
CADD Operator	21.0997/30.3529 21.1060/	40 hrs/week
Cemetery Superintendent	21.3846/33.6384 24.2651/35.3204	Exempt
City Administrator	69.4139/81.0483	Exempt
City Attorney	41.5086/59.8505 46.6266/62.8430	Exempt
City Clerk	28.7959/41.4076 31.1918/41.9708	Exempt
Civil Engineer I	28.4483/41.1268 30.0101/42.6444	Exempt
Civil Engineer II	32.9968/47.6559 34.0560/49.0428	Exempt
Civil Engineering Manager – Utility PCC	35.9394/53.7496 42.4840/56.4371	Exempt
Collection System Supervisor	23.5416/33.4641 24.4720/35.1373	40 hrs/week
Community Service Officer – Part time	15.6690/21.3610 16.0216/21.8416	40 hrs/week
Custodian – Library, Police	13.7301/19.7513 14.2258/20.3715	40 hrs/week
Customer Service Representative – Part time	9.0721/13.6081 9.8850/	40 hrs/week
Customer Service Team Leader	19.8856/ 27.1643 /27.2214	Exempt
Electric Distribution Superintendent	36.9413/ 50.3850 /51.1559	Exempt
Electric Distribution Supervisor	31.1960/ 42.5738	40 hrs/week

ORDINANCE NO. 9599 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
	/42.9612	
Electric Underground Superintendent	32.8985/ 44.8796 /45.5663	Exempt
Electrical Engineer I	28.4483/41.1268	Exempt
Electrical Engineer II	32.9968/47.6559	Exempt
Emergency Management Deputy Director	24.4553/36.9584 26.7273/38.8064	Exempt
Emergency Management Director	34.8053/52.5845 38.0388/55.2138	Exempt
Engineer I – Public Works	30.9998/ 43.6156 /44.0430	Exempt
Engineer I – WWTP	30.9998/43.6156	Exempt
Engineering Technician - WWTP	20.5756/29.0698 21.0571/	40 hrs/week
Equipment Operator - Solid Waste	17.6593/26.2408 18.2915/	40 hrs/week
Finance Director	40.3733/63.5433 43.2640/65.9135	Exempt
Finance Operations Supervisor	21.4328/30.3065 22.8303/31.8219	Exempt
Fire Chief	38.9843/61.0493 42.6060/64.1018	Exempt
Fire EMS Division Chief	34.5645/48.9259 36.1441/51.3723	Exempt
Fire Operations Division Chief	34.5645/48.9259 36.1441/51.3723	Exempt
Fire Prevention Division Chief	34.4808/46.9413 35.3704/49.2884	Exempt
Fleet Services Shop Foreman	23.2034/34.9990 24.0828/35.9580	40 hrs/week
GIS Coordinator - PW	25.8244/39.2199 28.2416/41.1809	40 hrs/week
Golf Course Superintendent	24.8718/35.8958	Exempt
Grounds Management Crew Chief – Cemetery	19.0220/30.1640 20.9033/30.2816	40 hrs/week
Grounds Management Crew Chief – Parks	20.0248/30.3237 22.2415/31.8399	40 hrs/week
Human Resources Director	35.1215/52.0396 38.1420/54.6416	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	20.8994/33.9014 23.1524/34.2574	40 hrs/week
Human Resources Recruiter	20.8994/33.9014 23.1524/34.2574	40 hrs/week
Human Resources Specialist	20.8994/33.9014	40 hrs/week

ORDINANCE NO. 9599 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
	<u>23.1524/34.2574</u>	
Information Technology Manager	34.8074/55.1841 <u>37.0143/55.8684</u>	Exempt
Legal Secretary	20.6847/27.9549	40 hrs/week
Librarian I	18.7455/26.3274 <u>22.8301/27.6438</u>	Exempt
Librarian II	20.7590/29.5255 <u>25.4900/31.0018</u>	Exempt
Library Assistant I	12.6595/18.2957 <u>13.2925/19.2105</u>	40 hrs/week
Library Assistant II	15.6447/22.1478 <u>16.4269/23.2552</u>	40 hrs/week
Library Assistant Director	31.5904/49.4024 <u>33.0625/50.6375</u>	Exempt
Library Director	39.7504/58.9620 <u>41.1416/61.9101</u>	Exempt
Library Page	9.0000/12.4159 <u>9.4500/13.0367</u>	40 hrs/week
Library Secretary	15.7519/22.3860 <u>16.3489/22.6524</u>	40 hrs/week
Maintenance Worker – Golf	15.6208/24.9970 <u>15.9582/</u>	40 hrs/week
Meter Reader Supervisor	19.2174/28.0738 <u>22.8303/29.4775</u>	Exempt
MPO Program Manager	24.7948/ 36.8559 <u>37.2171</u>	Exempt
Office Manager – Police Department	17.9564/26.4955 <u>19.3355/27.8150</u>	40 hrs/week
Parks and Recreation Director	38.4511/60.0943 <u>41.3888/62.9729</u>	Exempt
Parks Superintendent	27.2713/41.6346 <u>30.8275/43.7165</u>	Exempt
Payroll Specialist	18.7997/28.1091 <u>19.9220/</u>	40 hrs/week
Planning Director	37.6723/57.6708 <u>39.3374/59.4009</u>	Exempt
Police Captain	34.9429/49.7333 <u>36.2358/52.2150</u>	Exempt
Police Chief	42.1654/61.0493 <u>44.9146/64.1018</u>	Exempt
Power Plant Maintenance Supervisor	31.5808/44.6375 <u>34.5020/46.6150</u>	Exempt
Power Plant Operations Supervisor	35.6296/50.2981 <u>36.6273/50.6401</u>	Exempt
Power Plant Superintendent – Burdick	38.2626/54.3581	Exempt

ORDINANCE NO. 9599 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
	<u>41.4575/57.0760</u>	
Power Plant Superintendent – PGS	<u>44.1110/62.6376</u> <u>47.7943/65.7695</u>	Exempt
Public Information Officer	<u>26.1389/39.4498</u> <u>27.4354/40.9095</u>	Exempt
Public Works Director	<u>40.8216/63.4845</u> <u>44.5283/66.3350</u>	Exempt
Public Works Engineer	32.3635/46.7971	Exempt
Receptionist	15.7641/24.1323	40 hrs/week
Recreation Coordinator	<u>20.5951/30.9711</u> <u>22.8296/32.5196</u>	Exempt
Recreation Superintendent	31.4938/47.9823	Exempt
Regulatory and Environmental Manager	<u>31.0686/45.7759</u> <u>38.1989/48.9803</u>	Exempt
Senior Electrical Engineer	<u>36.1078/52.1496</u> <u>37.4510/</u>	Exempt
Senior Public Safety Dispatcher	<u>18.8259/24.8656</u> <u>19.3681/25.9995</u>	40 hrs/week
Senior Utility Secretary	<u>16.0493/22.9174</u> <u>18.7632/24.0633</u>	40 hrs/week
Shooting Range Superintendent	<u>25.2951/39.5535</u> <u>27.5615/41.5311</u>	Exempt
Solid Waste Division Clerk - Full Time	<u>18.6018/22.8997</u> <u>19.0241/24.0447</u>	40 hrs/week
Solid Waste Division Clerk - Part Time	<u>16.5628/20.7941</u> <u>16.9388/21.8338</u>	40 hrs/week
Solid Waste Foreman	<u>21.2589/30.4054</u> <u>22.0816/30.8341</u>	40 hrs/week
Solid Waste Superintendent	<u>30.2660/46.2916</u> <u>32.1728/47.4535</u>	Exempt
Street Superintendent	<u>27.9816/42.5650</u> <u>30.5923/44.6933</u>	Exempt
Street Foreman	<u>22.6046/34.1031</u> <u>23.4658/</u>	40 hrs/week
Turf Management Specialist	22.3531/31.6433	40 hrs/week
Utilities Director	72.3810/96.4843	Exempt
Utility Production Engineer	36.9261/54.4330	Exempt
Utility Warehouse Supervisor	<u>25.1009/35.8566</u> <u>26.1175/36.7494</u>	40 hrs/week
Victim Assistance Unit Coordinator	<u>14.8356/22.1980</u> <u>15.9750/23.3035</u>	40 hrs/week
Victim/Witness Advocate	<u>13.5989/20.3476</u> <u>14.6433/21.3609</u>	40 hrs/week

ORDINANCE NO. 9599 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Wastewater Plant Chief Operator	23.0656/31.4978 <u>23.4439/32.8585</u>	40 hrs/week
Wastewater Plant Engineer	33.6168/ 48.9736 <u>/49.7621</u>	Exempt
Wastewater Plant Operations Engineer	32.3635/46.2278 <u>32.4735/47.8596</u>	Exempt
Wastewater Plant Maintenance Supervisor	24.9808/ 33.6386 <u>/35.3205</u>	40 hrs/week
Wastewater Plant Regulatory Compliance Manager	26.5131/37.8945 <u>32.4759/38.7699</u>	Exempt
Water Superintendent	30.5735/45.3774 <u>31.0260/</u>	Exempt
Water Supervisor	24.1795/35.0998 <u>24.5083/35.6579</u>	40 hrs/week
Worker / Seasonal	9.0000/20.0000	Exempt
Worker / Seasonal	9.0000/20.0000	40 hrs/week
Worker / Temporary	9.0000/20.0000	40 hrs/week
Worker / Parks & Recreation Part time	9.0000/20.0000	40 hrs/week

A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons in the employee classification Senior Public Safety Dispatcher who work any hours or portion thereof that begins between 3:00 p.m. and 11:00 p.m. Employees who work any hours or portion thereof from 11:00 p.m. to 7:00 a.m. will receive a shift differential of \$0.25 per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay.

SECTION 2. The currently occupied classifications of employees of the City of Grand Island included under the AFSCME labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the AFSCME labor agreement shall work prior to overtime eligibility are as follows:

ORDINANCE NO. 9599 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Equipment Operator – Streets	17.6592/26.1596 <u>19.2927/28.5794</u>	40 hrs/week
Fleet Services Mechanic	19.8687/29.4370 <u>21.5575/31.9391</u>	40 hrs/week
Horticulturist	19.6840/29.2153 <u>22.0953/32.7942</u>	40 hrs/week
Maintenance Worker – Cemetery	16.9683/25.1576 <u>18.2409/27.0444</u>	40 hrs/week
Maintenance Worker – Parks	16.7768/24.8881 <u>17.9931/26.6925</u>	40 hrs/week
Maintenance Worker – Streets	16.6527/24.6864 <u>17.9849/26.6613</u>	40 hrs/week
Senior Equipment Operator – Streets	19.0833/28.3039 <u>20.7054/30.7097</u>	40 hrs/week
Senior Maintenance Worker – Streets	18.9955/28.1736 <u>20.5626/30.4979</u>	40 hrs/week
Traffic Signal Technician	18.9078/28.0436 <u>20.4204/30.2871</u>	40 hrs/week

SECTION 3. The currently occupied classifications of employees of the City of Grand Island included under the IBEW labor agreements, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW labor agreements shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	16.5539/21.9059 <u>17.1747/22.7274</u>	40 hrs/week
Cashier	15.4142/21.0044 <u>16.1078/21.9496</u>	40 hrs/week
Custodian	16.8533/19.9014 <u>17.3168/20.4487</u>	40 hrs/week
Electric Distribution Crew Chief	32.2470/41.0121 <u>33.1338/42.1399</u>	40 hrs/week
Electric Underground Crew Chief	32.2470/41.0121 <u>33.1338/42.1399</u>	40 hrs/week
Engineering Technician I	19.7395/28.2435 <u>20.2823/29.0202</u>	40 hrs/week
Engineering Technician II	24.4019/33.4582	40 hrs/week

ORDINANCE NO. 9599 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
	<u>25.0730/34.3783</u>	
Instrument Technician	<u>29.9500/39.5665</u> <u>30.7736/40.6546</u>	40 hrs/week
Lineworker Apprentice	<u>21.7042/31.8251</u> <u>22.3011/32.7003</u>	40 hrs/week
Lineworker First Class	<u>31.6997/37.4917</u> <u>32.5714/38.5227</u>	40 hrs/week
Materials Handler	<u>23.4211/31.3954</u> <u>24.0652/32.2588</u>	40 hrs/week
Meter Reader	<u>18.1497/23.6678</u> <u>18.6488/24.3187</u>	40 hrs/week
Meter Technician	<u>24.4611/30.2316</u> <u>25.1338/31.0630</u>	40 hrs/week
Payroll Clerk	<u>16.5539/21.9059</u> <u>17.1747/22.7274</u>	40 hrs/week
Power Dispatcher I	<u>28.4126/39.5046</u> <u>29.1939/40.5910</u>	40 hrs/week
Power Dispatcher II	<u>29.8421/41.4857</u> <u>30.6628/42.6266</u>	40 hrs/week
Power Plant Maintenance Mechanic	<u>28.9972/36.1069</u> <u>29.7946/37.0998</u>	40 hrs/week
Power Plant Operator	<u>31.7732/37.0102</u> <u>32.6470/38.0280</u>	40 hrs/week
Senior Accounting Clerk	<u>18.5174/24.2563</u> <u>19.1655/25.1053</u>	40 hrs/week
Senior Engineering Technician	<u>31.7854/38.8983</u> <u>32.6595/39.9680</u>	40 hrs/week
Senior Materials Handler	<u>28.3828/37.0215</u> <u>29.1633/38.0396</u>	40 hrs/week
Senior Meter Reader	<u>21.4958/25.5129</u> <u>22.0869/26.2145</u>	40 hrs/week
Senior Power Dispatcher	<u>35.5564/48.7934</u> <u>36.5342/50.1352</u>	40 hrs/week
Senior Power Plant Operator	<u>34.8313/44.6525</u> <u>35.7892/45.8804</u>	40 hrs/week
Senior Substation Technician	<u>38.6369/40.0443</u> <u>39.6994/41.1455</u>	40 hrs/week
Senior Water Maintenance Worker	<u>23.7409/31.2614</u> <u>24.3938/32.1211</u>	40 hrs/week
Substation Technician	<u>35.7676/37.1874</u> <u>36.7512/38.2101</u>	40 hrs/week
Systems Technician	<u>31.5213/40.0443</u> <u>32.3881/41.1455</u>	40 hrs/week
Tree Trim Crew Chief	<u>29.0629/36.0920</u> <u>29.8621/37.0845</u>	40 hrs/week
Utility Electrician	<u>27.8916/36.6549</u> <u>28.6586/37.6629</u>	40 hrs/week

ORDINANCE NO. 9599 (Cont.)

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Utility Technician	26.9776/37.9478 <u>27.7195/38.9914</u>	40 hrs/week
Utility Warehouse Clerk	21.0186/25.9320 <u>21.5966/26.6451</u>	40 hrs/week
Water Maintenance Worker	19.4013/26.8300 <u>19.9348/27.5678</u>	40 hrs/week
Wireworker I	22.8595/32.3233 <u>23.48 81/33.2122</u>	40 hrs/week
Wireworker II	31.6997/37.4917 <u>32.5714/38.5227</u>	40 hrs/week

SECTION 4. The currently occupied classifications of employees of the City of Grand Island included under the FOP labor agreement, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees included under the FOP labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max
Police Officer	20.3647/31.1988
Police Sergeant	25.4884/38.2746

OVERTIME ELIGIBILITY

The City has reserved its right to the utilization of the 207(k) FLSA exemption and will implement this as the hours of work effective the first full pay period following the execution of the labor agreement. The pay period for purposes of calculating overtime shall consist of a fourteen (14) day cycle that runs concurrent with the City's current payroll cycle. For purposes of calculating eligibility for overtime, "hours worked" shall include actual hours worked, vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of

ORDINANCE NO. 9599 (Cont.)

eighty (80) hours. There shall also be established for each employee in the bargaining unit a Training and Special Events bank of thirty (30) hours per individual per contract year. Each employee may be scheduled for training or special event duty with a minimum of seven (7) days notice prior to the commencement of the pay period and the training and special events bank hours may be added to the eighty (80) hour, two (2) week pay period up to eighty-six (86) hours and these hours shall not be eligible for overtime. Training and special events hours worked in excess of eighty-six (86) hours in a two week pay period will be eligible for overtime, but will not be subtracted from the Training and Special Events bank. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant. Any such grant hours are not deducted from the Training and Special Events bank.

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fire Captain	19.3620/26.8470 <u>19.9429/27.6524</u>	212 hrs/28 days
Firefighter / EMT	14.5913/21.1752 <u>15.1020/21.9163</u>	212 hrs/28 days
Firefighter / Paramedic	16.4433/23.2233 <u>17.0188/24.0361</u>	212 hrs/28 days
Life Safety Inspector	22.1598/31.4421 <u>22.9354/32.5426</u>	40 hrs/week
Shift Commander	23.4973/30.7513 <u>24.3197/31.8276</u>	212 hrs/28 days

ORDINANCE NO. 9599 (Cont.)

IAFF employees, with the exception of the Life Safety Inspector, will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period, unless recall or mandatory overtime is required as specified in the IAFF labor agreement. When an employee is assigned as an Apparatus Operator (not including ambulance or service vehicles) for an entire 24 hour shift, the employee will receive an additional fifty cents (\$.50) per hour.

SECTION 6. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-WWTP labor agreement, and the ranges of compensation salary and wages, excluding shift differential as provided by contract, to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW-WWTP labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – WWTP	16.6792/23.4693 <u>17.4298/24.5254</u>	40 hrs/week
Equipment Operator – WWTP	17.6458/24.8295 <u>18.0428/25.3881</u>	40 hrs/week
Maintenance Mechanic I	18.0428/25.3881 <u>18.4488/25.9593</u>	40 hrs/week
Maintenance Mechanic II	20.5493/28.9150 <u>21.1658/29.7825</u>	40 hrs/week
Maintenance Worker – WWTP	18.3529/25.8245 <u>18.9035/26.5992</u>	40 hrs/week
Wastewater Clerk	14.2480/20.0481 <u>14.8892/20.9503</u>	40 hrs/week
Wastewater Plant Laboratory Technician	19.3409/27.2145 <u>19.8728/27.9629</u>	40 hrs/week
Wastewater Plant Operator I	16.8551/23.7171 <u>17.6136/24.7844</u>	40 hrs/week
Wastewater Plant Operator II	18.8456/26.5178 <u>19.6465/27.6448</u>	40 hrs/week

ORDINANCE NO. 9599 (Cont.)

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

SECTION 7. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-Service/Clerical labor agreement, and the ranges of compensation salary and wages to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW-Service/Clerical labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – Streets	<u>17.6953/23.6213</u> <u>18.4474/24.6252</u>	40 hrs/week
Accounts Payable Clerk	<u>16.5436/23.9354</u> <u>17.1226/24.7731</u>	40 hrs/week
Administrative Assistant	<u>17.9647/25.7664</u> <u>18.9977/27.2480</u>	40 hrs/week
Administrative Assistant - Parks	<u>17.4699/24.8277</u> <u>18.7801/26.6898</u>	40 hrs/week
Audio Video Technician	<u>17.9640/25.3425</u> <u>18.9071/26.6730</u>	40 hrs/week
Building Inspector	<u>21.1769/30.0475</u> <u>21.7593/30.8738</u>	40 hrs/week
Community Development Administrator	<u>19.5714/28.1399</u> <u>20.6968/29.7579</u>	40 hrs/week
Community Development Specialist	<u>17.9647/25.7664</u> <u>18.9977/27.2480</u>	40 hrs/week
Computer Operator	<u>21.6171/28.4170</u> <u>22.7520/29.9089</u>	40 hrs/week
Community Service Officer	<u>15.6690/21.3610</u> <u>16.0216/21.8416</u>	40 hrs/week

ORDINANCE NO. 9599 (Cont.)

Computer Programmer	<u>23.2129/34.0191</u> <u>23.6772/34.6995</u>	40 hrs/week
Computer Technician	<u>22.2655/29.2700</u> <u>23.4344/30.8067</u>	40 hrs/week
Crime Analyst	<u>19.7328/28.0138</u> <u>20.7194/29.4144</u>	40 hrs/week
Electrical Inspector	<u>21.1769/30.0475</u> <u>21.7593/30.8738</u>	40 hrs/week
Emergency Management Coordinator	<u>17.4699/24.8277</u> <u>18.7801/26.6898</u>	40 hrs/week
Engineering Technician – Public Works	<u>20.8417/29.3937</u> <u>21.2585/29.9816</u>	40 hrs/week
Evidence Technician	<u>15.9999/23.4138</u> <u>16.5199/24.1747</u>	40 hrs/week
Finance Secretary	<u>16.2724/23.1258</u> <u>16.8826/23.9929</u>	40 hrs/week
GIS Coordinator	<u>25.2853/35.4803</u> <u>26.5496/37.2543</u>	40 hrs/week
Maintenance Worker I – Building, Library	<u>16.1251/21.8229</u> <u>16.4879/22.3139</u>	40 hrs/week
Maintenance Worker II – Building, Police	<u>16.9931/23.0359</u> <u>17.3754/23.5542</u>	40 hrs/week
Planning Technician	<u>22.3861/31.4963</u> <u>23.2256/32.6774</u>	40 hrs/week
Plans Examiner	<u>21.6952/30.7830</u> <u>22.5088/31.9374</u>	40 hrs/week
Plumbing Inspector	<u>21.1769/30.0475</u> <u>21.7593/30.8738</u>	40 hrs/week
Police Records Clerk – Full Time	<u>14.5968/20.3181</u> <u>15.1442/21.0800</u>	40 hrs/week
Public Safety Dispatcher	<u>16.0865/23.4979</u> <u>16.5289/24.1441</u>	40 hrs/week
Shooting Range Operator	<u>22.2151/30.1130</u> <u>22.8260/30.9411</u>	40 hrs/week
Stormwater Program Manager	<u>21.0996/29.7575</u> <u>21.5743/30.4270</u>	40 hrs/week
Utility Secretary	<u>16.2724/23.1258</u> <u>16.8826/23.9929</u>	40 hrs/week

A shift differential of \$0.15 per hour shall be added to the base hourly wage for persons in the employee classification Public Safety Dispatcher who work any hours or a portion thereof between 3:00 p.m. and 11:00 p.m. Employees who work any hours or portion thereof from 11:00 p.m. to 7:00 a.m. will receive a shift differential of \$0.25 per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay. A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons who work rotating shifts covered by the IBEW Utilities labor agreement in the employee classifications of Power Dispatcher I, Power Dispatcher II, Power Plant Operator, Senior Power Dispatcher and Senior Power Plant Operator.

ORDINANCE NO. 9599 (Cont.)

SECTION 8. The classification of employees included under labor agreements with the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees shall work prior to overtime eligibility are as stated above. All employees covered by the IAFF labor agreement, except Life Safety Inspector, will be credited five hundred twenty-five dollars (\$525) annual credit to be used for the purchase of the uniform item purchases as needed. New hires will receive four hundred dollars (\$400) credit for the purchase of initial uniforms. After probation they shall receive an additional five hundred dollars (\$500) for the purchase of a Class A uniform or other items as necessary. All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary of \$25.00 per pay period. If any such employee covered by the FOP labor agreements shall resign, or his or her employment be terminated for any reason whatsoever, the clothing allowance shall be paid on a prorata basis, but no allowance shall be made for a fraction of a month. New employees covered by the IBEW – Utilities labor agreement who are required to wear full fire retardant (FR) clothing will be eligible for a one-time reimbursement up to \$1,200 to purchase or rent required uniforms. All other employees required to wear full FR clothing will be eligible for reimbursement up to \$600 annually. The non-union position of Meter Reader Supervisor who are required to wear full fire retardant clothing will be eligible for an annual stipend of \$600 to purchase or rent required uniforms. Those employees who are required to wear partial fire retardant clothing will be eligible for an annual stipend of \$350. Employees will be reimbursed for said purchases with a receipt showing proof of purchase. Employees covered by the IBEW Service/Clerical labor agreement in the Community Service Officer Full Time position shall be paid a uniform allowance at the rate of

ORDINANCE NO. 9599 (Cont.)

\$10.00 per pay period. Employees in the non-union Community Service Officer Part Time position shall be paid a prorated uniform allowance based on hours worked, not to exceed \$10.00 per pay period.

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

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

Employees covered by the AFSCME labor agreement shall be granted a meal allowance of \$4.50 if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Employees covered by the IBEW - Utilities labor agreement shall be allowed a meal allowance for actual cost, or up to \$7.00 per meal, if they are required to work two (2) hours overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Direct supervisors of employees who are covered by labor agreements which allow overtime meal allowance shall be entitled to the same meal allowance benefit.

Non-exempt direct supervisors of employees who are covered by labor agreements which allow stand-by pay shall be entitled to the same stand-by pay benefit.

Utilities Department personnel in the IBEW bargaining unit and the classifications of Meter Reader Supervisor, Power Plant Superintendent, Power Plant Supervisor,

ORDINANCE NO. 9599 (Cont.)

Electric Distribution Superintendent, Electric Distribution Supervisor, Water Superintendent, Water Supervisor, and Electric Underground Superintendent shall be eligible to participate in a voluntary uniform program providing an allowance up to \$18.00 per month. When protective clothing is required for Utilities Department and Wastewater Treatment Plant personnel covered by the IBEW labor agreements and employees covered by the AFSCME labor agreement, except the Fleet Services Division of the Public Works Department, the City shall pay 60% of the actual cost of providing and cleaning said clothing and the employees 40% of said cost. Full-time Fleet Services personnel shall receive a uniform allowance of \$12 biweekly. Public Works Department personnel in the job classifications of Fleet Services Shop Foreman and Fleet Services Mechanic shall receive a tool allowance of \$15 biweekly. The City will reimburse 60% of the actual cost of providing up to 2 pairs of steel toe or safety toe boots that meets the ANSI standard per contract year for employees covered by the IBEW Wastewater Treatment Plant labor agreement.

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

(A) All employees covered in the IBEW Utilities labor agreements shall be paid for forty-seven percent (47%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed four hundred eighty-eight and one third hours (calculated at $47\% \times 1,039 \text{ hours} = 488.33 \text{ hours}$), the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement, with the exception of Life Safety Inspector, shall have a contribution to a VEBA made on their behalf in lieu of payment for thirty-eight percent (38%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred ninety-

ORDINANCE NO. 9599 (Cont.)

eight and eighty-eight hundredths hours (calculated at $38\% \times 1,576 \text{ hours} = 598.88 \text{ hours}$). The Life Safety Inspector shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at $50\% \times 1,084 = 542$). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees covered by the IBEW Service/Clerical, IBEW Finance, and IBEW Wastewater Treatment Plant labor agreements shall have a contribution to a VEBA made on their behalf in lieu of payment for twenty-five percent (25%) of their accumulated medical leave at the time of retirement or death, based on the employee's salary at the time of retirement not to exceed 334.75 hours (calculated at $25\% \times 1,339 \text{ hours} = 334.75 \text{ hours}$.) Non-union employees shall have a contribution to a VEBA made on their behalf in lieu of payment for fifty percent (50%) of their accumulated medical leave at the time of their retirement, not to exceed five hundred forty-two hours (calculated at $50\% \times 1,084 = 542$). The amount of contribution will be based upon the employee's salary at the time of retirement. Employees hired before October 1, 2014 covered by the AFSCME labor agreement shall be paid thirty-five (35%) of their accumulated medical leave bank at the time of their retirement, based on the employee's salary at the time of retirement not to exceed four hundred sixty-eight and sixty-five hundredths hours (calculated at $35\% \times 1339 \text{ hours} = 468.65 \text{ hours}$). Employees hired on or after October 1, 2014, covered by the AFSCME labor agreement will not receive compensation at retirement for unused medical leave. All employees

ORDINANCE NO. 9599 (Cont.)

covered under the FOP labor agreement shall be paid thirty-seven and one-half percent (37.5%) of their accumulated medical leave bank at the time of their retirement, not to exceed four hundred eighty hours (calculated at 37.5% x 1,280 hours = 480 hrs.), based on the employee's salary at the time of retirement. If death occurs while in the line of duty, employees covered under the FOP labor agreement shall be paid fifty percent (50%) of their accumulated medical leave bank at the time of their death, not to exceed six hundred forty hours (50% x 1,280 hours = 640 hrs.), based on the employee's salary at the time of their death.

(B) The City Administrator and department heads shall have a contribution made to their VEBA for one-half of their accumulated medical leave, not to exceed 30 days of pay, upon their resignation, the rate of compensation to be based upon the salary at the time of termination. Compensation for unused medical leave at retirement shall be as provided for non-union employees.

(C) The death of an employee shall be treated the same as retirement, and payment shall be made to the employee's beneficiary or estate for one-half of all unused medical leave for non-union employees and as defined in labor agreements for all other employees.

SECTION 10. Non-union employees shall have a contribution made on their behalf to their VEBA account in the amount of \$30.00 per pay period. Employees represented by the IBEW Service/Clerical, IBEW Wastewater Treatment Plant, and IBEW Finance labor agreements shall have a contribution made on their behalf to the VEBA account of \$15 per pay period. Employees represented by the IBEW Utilities labor agreement shall have a contribution made on their behalf to their VEBA account in the amount of \$20.00 per pay period. Employees

ORDINANCE NO. 9599 (Cont.)

represented by the IAFF labor agreement shall have a contribution made on their behalf to the VEBA account of \$10 per pay period.

SECTION 11. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 12. The adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law effective October 3, 2016.

SECTION 13. Those portions of Ordinance No. 9587 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

Enacted: August 23, 2016

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item F-4

#9600 - Consideration of Annexation of Property Proposed for Platting as Caldwell Subdivision an Addition to the City of Grand Island located at the South East Corner of Shady Bend Road and Seedling Mile Road (First Reading)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: August 23, 2016

Subject: An Ordinance to include Caldwell Subdivision as an Addition to the City of Grand Island, Nebraska

Presenter(s): Chad Nabity, AICP Planning Director

Background

The Annexation Component of the Grand Island Comprehensive Development Plan as adopted by the Grand Island City Council on July 13, 2004 sets as the policy of Grand Island that any and all property subdivided adjacent to the Corporate Limit of the City of Grand Island be annexed into the City at the time of subdivision approval.

Kenneth D. Caldwell and Pamela R. Caldwell as the owners of the property, submitted Caldwell Subdivision as an Addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting on August 10, 2016.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117. Annexation ordinances must be read on three separate occasions. This is the first reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of that property.

Annexation of this property will not result in the extension of the Grand Island Zoning Jurisdiction.

No new residences would be added to the City as a result of this annexation however 3 lots will be created.

Alternatives

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

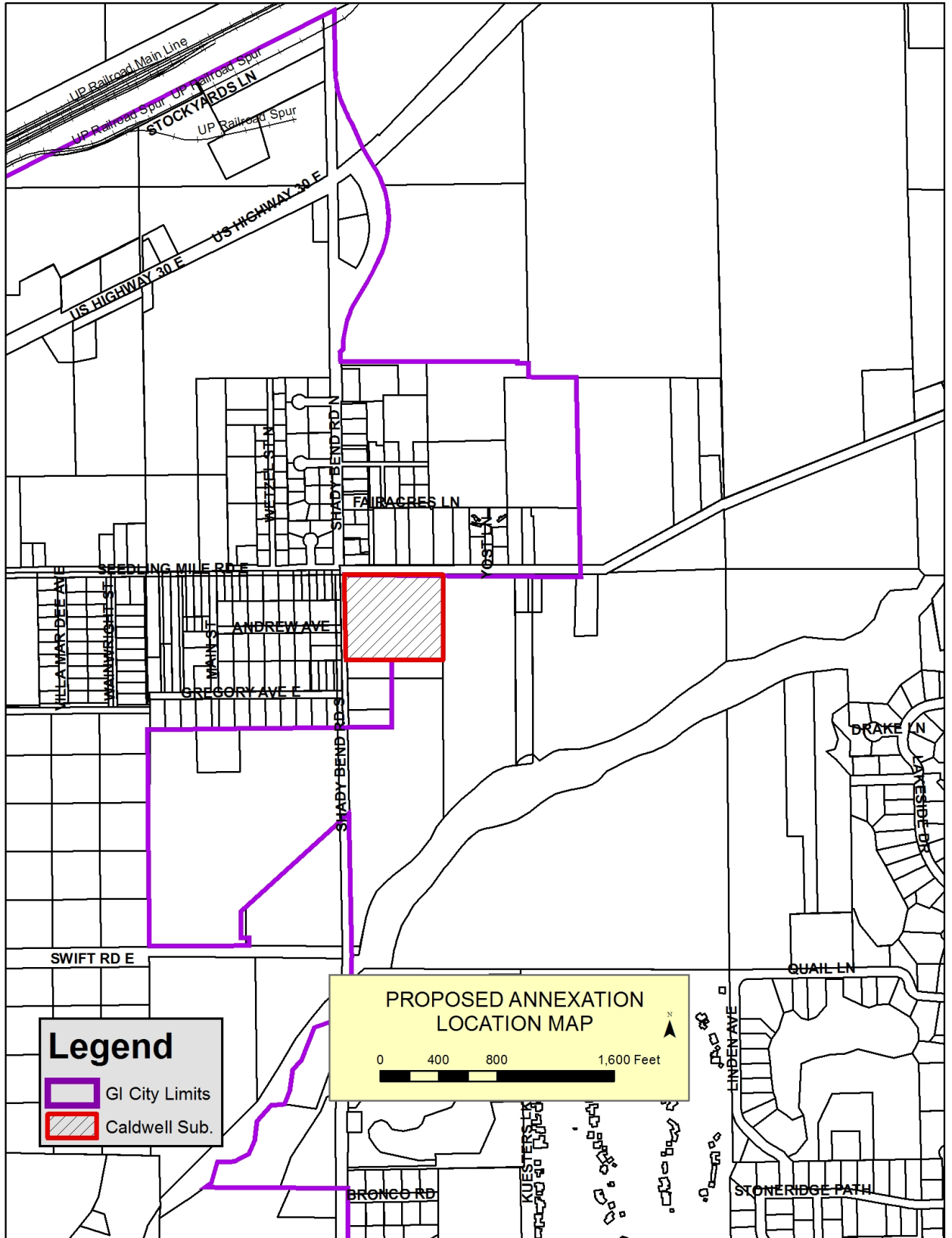
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on first reading.



* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9600

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of Caldwell Subdivision in Hall County, Nebraska as more particularly described hereinafter and as shown on Exhibit "A" attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, after Kenneth D. Caldwell and Pamela R. Caldwell, as owners of the property submitted a plat of Caldwell Subdivision an Addition to the City of Grand Island for approval; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island requires that owners of property proposed for subdivision adjacent to the Corporate Limits submit such subdivisions as additions to the City; and

WHEREAS, according to NRSS §16-177 the City of Grand Island can upon petition of the property owner(s) of property contiguous and adjacent to the City Limits annex said property by ordinance; and

Approved as to Form ☐ _____
August 19, 2016 ☐ City Attorney

ORDINANCE NO. 9600 (Cont.)

WHEREAS, on August 23, 2016 the City Council of the City of Grand Island approved such annexation on first reading and on September 13, 2016 approved such annexation on second reading and on September 27, 2016 approved such annexation on third and final reading.

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

SECTION 1. It is hereby found and determined that:

(A) The above-described tracts of land are urban or suburban in character, and that the subject properties are contiguous or adjacent to the corporate limits of said City.

(B) The subject lands will receive the material benefits and advantages currently provided to land within the City's corporate limits including, but not limited to police, fire, emergency services, street maintenance, and utilities services upon annexation to the City of Grand Island, Nebraska, and that City electric, water and sanitary sewer service is available, or will be made available, as provided by law.

(C) The various zoning classifications of the land shown on the Official Zoning Map of the City of Grand Island, Nebraska, are hereby confirmed and that this annexation does not extend the extraterritorial zoning jurisdiction.

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

ORDINANCE NO. 9600 (Cont.)

SECTION 2. The boundaries of the City of Grand Island, Nebraska, be and are hereby extended to include within the corporate limits of the said City the contiguous and adjacent tract of land located within the boundaries described above.

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

SECTION 4. The owners of the land so brought within the corporate limits of the City of Grand Island, Nebraska, are hereby compelled to continue with the streets, alleys, easements, and public rights-of-way that are presently platted and laid out in and through said real estate in conformity with and continuous with the streets, alleys, easements and public rights-of-way of the City.

SECTION 5. That a certified copy of this Ordinance shall be recorded in the office of the Register of Deeds of Hall County, Nebraska and indexed against the tracts of land.

SECTION 6. Upon taking effect of this Ordinance, the services of said City shall be furnished to the lands and persons thereon as provided by law, in accordance with the Plan for Extension of City Services adopted herein.

SECTION 7. That all ordinances and resolutions or parts thereof in conflict herewith are hereby repealed.

SECTION 8. This ordinance shall be in full force and effect from and after its passage, approval and publication, in pamphlet form, as provided by law.

ORDINANCE NO. 9600 (Cont.)

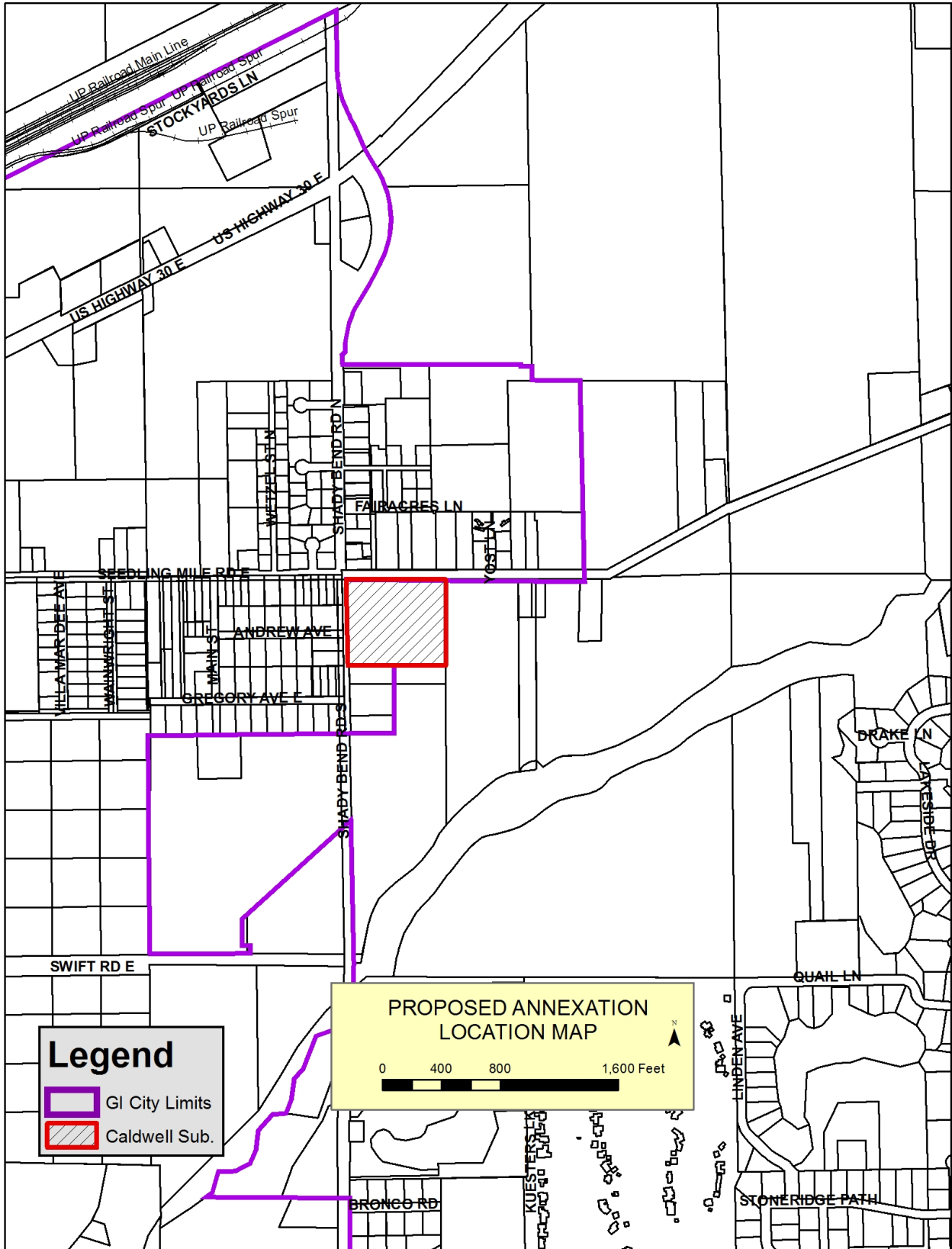
Enacted: August 23, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9600 (Cont.)





City of Grand Island

Tuesday, August 23, 2016

Council Session

Item G-1

Approving Minutes of August 9, 2016 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

August 9, 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 August 9, 2016. Notice of the meeting was given in *The Grand Island Independent* on August 3, 2016.

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

Mayor Jensen introduced Community Youth Council member Rebecca Peterson.

INVOCATION was given by Pastor Luke Biggs, Peace Lutheran Church, 1710 N. North Road followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Presentation by Union President Phil Thomas to Participants of Fire Ops 101. Union President Phil Thomas presented helmets to Mayor Jeremy Jensen, Council President Linna Dee Donaldson, Roger Steele, Mitch Nickerson, and Brian Whitecalf in recognition of completing the Fire Ops 101. A video from the training was presented. Mayor Jensen, Councilmembers Nickerson, Donaldson, and Steele thanked the Fire Department for the experience.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Public Utility Easement at 518 North Webb Road (State of Nebraska). Public Works Director John Collins reported that acquisition of a utility easement located at 518 North Webb Road was needed in order to accommodate the extension of sanitary sewer to 506 Webb Road. Staff recommended approval. No public testimony was heard.

ORDINANCES:

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

#9596 - Consideration of Creation of Sanitary Sewer District No. 539; North Webb Road and 13th Street

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

Public Works Director John Collins reported that the boundary for the proposed district was selected in order to serve an area previously unserved that is located on the east side of North Webb Road between 13th Street and Dixie Square. Staff recommended approval.

Motion by Paulick, second by Steele to approve Ordinance #9596.

City Clerk: Ordinance #9596 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9596 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9596 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-6 (Resolution #2016-185) was pulled for further discussion. Motion by Stelk, second by Jones to approve the Consent Agenda excluding item G-6. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of July 25, 2016 City Council Joint Health Meeting.

Approving Minutes of July 26, 2016 City Council Regular Meeting.

Approving Appointments of Steve Grubbs, Mike Spilinek and Jim Partington to the Building Code Advisory Board.

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

#2016-184 - Approving Annual Agreement for Financial Software Licensing and Support with Tyler Technologies, Inc. in an Amount of \$152,888.09.

#2016-185 - Approving Bid Award - Water Main Project 2016-W-1 at the Central Nebraska Regional Airport Terminal Area with Diamond Engineering Company of Grand Island, NE in an Amount of \$131,531.00. Discussion was held regarding the number of bids received. Utilities Director Tim Luchsinger stated most contractors were busy this time of the year and that Diamond Engineering Company was currently working in the area and submitted a favorable bid.

Motion by Nickerson, second by Hehnke to approve Resolution #2016-185. Upon roll call vote, all voted aye. Motion adopted.

#2016-186 - Approving Renewal of Machinery Property Peril, Fire and Terrorism Insurance with FM Global for 2016 – 2017.

#2106-187 - Approving the Final Consolidated Plan and Annual Action Plan for CDBG Funding.

#2016-188 - Approving Acquisition of Public Utility Easement at 518 North Webb Road (State of Nebraska).

#2016-189 - Approving Bid Award for Sterling Park Connector Trail Project with Galvan Construction, Inc. of Grand Island, NE in an Amount of \$18,402.50.

RESOLUTIONS:

#2016-190 - Consideration of Approving FY 2016-2017 Annual Budget for Downtown Business Improvement District 2013 and setting Date for Board of Equalization. Finance Director Renae Griffiths reported that the Downtown Business Improvement District 2013 had submitted their FY 2016-2017 budget for special assessments in the amount of \$98,345 and setting the Board of Equalization date for September 13, 2016. Comments were made by Council regarding the good things happening in downtown. Christy DePorter with the Downtown BID answered questions regarding the budget figures.

Motion by Donaldson, second by Paulick to approve Resolution #2016-190. Upon roll call vote, all voted aye. Motion adopted.

#2016-191 - Consideration of Approving the Adoption of a Resolution to Revise the National Functional Classification. Public Works Director John Collins reported that a functional classification was assigned to each segment of street in accordance with the National Functional Classification System. The classification was determined by the traffic patterns and used for planning and design. The Nebraska Department of Roads had initiated an effort to update the functional classification throughout the state to ensure all are properly classified.

Motion by Fitzke, second by Hehnke to approve Resolution #2016-191. Upon roll call vote, all voted aye. Motion adopted.

#2016-180 - Consideration of Approving Resolution Directing Property Owner to Repair Sidewalk at 823 West 17th Street. This item was referred from the July 26, 2016 City Council meeting. Public Works Director John Collins reported that the sidewalk located at 823 West 17th Street was in disrepair and the owner, Vilma Segura was given 30 days to make the necessary repairs. The repairs had not been made as of July 8, 2016. The Public Works Department was requesting the City Council to order the necessary repairs be completed.

Mike McDermott, 1603 Gretchen Avenue and Tom O'Neill, 2017 Barbara Avenue commented on the sidewalk repair process.

Council requested the issue of sidewalks be studied and a policy created.

Motion by Paulick, second by Fitzke to table Resolution #2016-180. Upon roll call vote, Councilmembers Paulick, Steele, Minton, Fitzke, Donaldson, Hehnke, Haase, Jones, and Nickerson voted aye. Councilmember Stelk voted no. Motion adopted.

PAYMENT OF CLAIMS:

Councilmember Haase questioned the claim for the Edith Abbott Library to Olsson Associates in the amount of \$1,750.00. Ms. Griffiths stated she would get that information to the Council.

Motion by Haase, second by Hehnke to table the claim for Olsson Associates in the amount of \$1,750.00. Upon roll call vote, Councilmembers Paulick, Steele, Minton, Fitzke, Donaldson, Hehnke, Haase, Jones, and Stelk voted aye. Councilmember Nickerson voted no. Motion adopted.

Motion by Donaldson, second by Paulick to approve the Claims for the period of July 27, 2016 through August 9, 2016 for a total amount of \$3,947,273.50 excluding the claim for Olsson Associates in the amount of \$1,750.00. Unanimously approved.

ADJOURNMENT: The meeting was adjourned at 8:10 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item G-2

Approving Minutes of August 16, 2016 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

August 16, 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 August 16, 2016. Notice of the meeting was given in the *Grand Island Independent* on August 10, 2016.

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

INVOCATION was given by Community Youth Council member Megan Woods followed by the PLEDGE OF ALLEGIANCE.

SPECIAL ITEMS:

Discussion Concerning 1/2 Cent Sales Tax Ballot Language. City Administrator Marlan Ferguson reported that Nebraska State Statute 77-27,142 allowed for incorporated municipalities to impose a sales and use tax of up to 1/2% above the allowed 1 1/2%. In order to increase the current sales tax rate, 70% of the City Council would have to approve this for a vote at a primary or general election. The proceeds would have to be used for public infrastructure projects and would terminate no more than 10 years after its effective date, or if bonds were issued and the sales tax revenue was used for payment of bonds. An interlocal agreement would have to be established with a political subdivision within the City/County. It could not be one that was in existence for 1-year preceding the election. If the vote would fail it could not be voted on again for at least 23 months.

Mr. Ferguson gave the following brief history of sales tax in Grand Island: November 1989 voters approved a sales and use tax of 1% for property tax relief. In May 2004 voters approved an additional 1/2% sales and use tax for property tax relief and for capital improvements.

The goal to this tax was to put before the voters at the November 8, 2016 General Election an additional 1/2% sales tax on all purchases made in Grand Island. The additional 1/2% would begin in April 2017.

Presented was the proposed ballot language. The additional revenue would be used to fund the following infrastructure projects:

- Public sidewalk construction, reconstruction and rehabilitation and pedestrian safety improvement projects
- Downtown parking improvements to serve the needs of business owners and the public
- Flood control and water drainage improvements
- Street and road paving, construction, and improvements
- Railroad-street grade separation projects, including rehabilitation of current underpasses
- Train noise reduction
- Public safety capital equipment purchases
- Improve automobile, freight, bicycle and pedestrian traffic safety
- Protect property values through drainage improvements and railroad noise reduction
- Promote a vibrant and economically thriving downtown business district through rehabilitation of public parking lots and, if needed, development of new parking capacity

Mr. Ferguson stated this tax would generate approximately \$5.5 million per year. Councilmember Stelk mentioned property tax relief. Mayor Jensen stated that the \$1.7 million per year would help the General Fund. Councilmember Paulick stated this was a fair tax.

Finance Director Renae Griffiths commented on the General Fund projections. Councilmember Nickerson commented on the aging infrastructure within the city, the need to take care of them and the importance of passing this 1/2 % tax increase. If a person spent \$1,000 on taxable goods in one month the increase would be \$5.00.

Councilmember Haase supported this being voted by the people. He stated property tax relief was needed. He wanted the Council to commit to using the \$1.7 million to reduce property tax. One way to do that was to reduce staff to right-size the budget. Mayor Jensen complimented Council and staff on working through these issues. Mr. Ferguson stated if we lowered property taxes we would have a reduction in state aid. Mayor stated personnel costs were a huge part of the budget and that we needed to look at sustainable revenue.

Presentation on Proposed Fiscal Year 2016-2017 Community Redevelopment Authority (CRA) Budget. Regional Planning Director Chad Nabity stated it was a privilege to present the 2016-2017 Community Redevelopment Authority (CRA) budget. He mentioned the responsibilities of the CRA were outlined in State Statutes to address certain areas of the city in need of improvement and development. The CRA had the ability to expend funds to acquire substandard or blighted areas, make public improvements, and assist with development and redevelopment projects in specified areas.

There were currently 18 designated Blighted and Substandard Areas within the Grand Island City Limits. The City of Grand Island had the authority to designate up to 35% of the community as blighted and substandard. Presently 19.84% of the City had been designated blighted and substandard.

The CRA was requesting property tax revenues of \$746,691 including \$198,050 for Lincoln Pool Construction and Bonds and \$548,645 for all other CRA programs. The CRA was requesting the same levy that was approved last year.

Reviewed were the CRA budget and projects. Councilmember Haase asked if there was any room to reduce the tax asking amount for CRA. Mr. Nabity stated the Council could make that decision. Comments were made regarding the amount of money not being used. Mr. Nabity stated not all projects would be completed this year but we had to budget for them.

ADJOURNMENT: The meeting was adjourned at 8:12 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item G-3

Approving Minutes of August 16, 2016 City Council Special Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL MEETING

August 16, 2016

Pursuant to due call and notice thereof, a Special Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on August 16, 2016. Notice of the meeting was given in the *Grand Island Independent* on August 10, 2016.

Mayor Jeremy L. Jensen called the meeting to order at 8:19 p.m. The following Councilmembers were present: Mitch Nickerson, Mark Stelk, Chuck Haase, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, and Mike Paulick. Councilmember Roger Steele and Jeremy Jones 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.

RESOLUTIONS:

#2016-192 - Approval of 2016-2017 Fee Schedule. Finance Director Renae Griffiths explained the following 2016-2017 Fee Schedule changes:

- Building Department – Permit fee increases
- Finance and Utility Services Fees – Increases for returned checks and other fees
- Fire Department – Addition of fee and other increases
- Parks and Recreation – Cemetery fee changes, consolidation/reorganization of fees and Golf course fee increases
- Public Works – Increase of Engineering and Streets Division fees
- Wastewater Treatment Plant – increase of various fees

Discussion was held regarding the Hall County Fair reduction in fee. Fire Chief Cory Schmid stated the time involved in the inspections did not warrant a higher fee. Parks and Recreation Director answered questions regarding the Playground Pals fees.

Motion by Haase, second by Paulick to lower the Playground Pals fee from \$15.00 to \$10.00. Upon roll call vote, Councilmembers Paulick, Minton, Fitzke, Hehnke, Haase, Stelk, and Nickerson voted aye. Councilmember Donaldson voted no. Motion adopted.

Motion by Minton, second by Paulick to approve Resolution #2016-192. Upon roll call vote, all voted aye. Motion adopted.

SPECIAL ITEMS:

Discussion Concerning 400/210 Funds. Finance Director Renae Griffiths stated they were moving the transportation revenue to the gas tax fund. Public Works Director John Collins reviewed the following 2016 planned projects that were in progress:

- Capital Avenue; Webb Road to Broadwell Avenue widening (includes trail)

- Blaine Bridge Replacement w/culverts
- Stolley Park Road Restriping/Rehabilitation
- Faidley Avenue; North Road east to Irongate Avenue
- South Locust Street and State Fair Boulevard Traffic Signal
- Handicap Ramp CDBG Project (4th & 5th Streets)
- Pavement Condition Survey
- Wauh Street/Broadwell Avenue relocation
- Faidley Avenue/Diers Avenue Traffic Signal
- 4th/5th Street Alley; Locust Street to Pine Street
- Adams Street Paving District No. 1264
- Northwest Flood Control Project
- Alternate 911 Center
- Moores Creek Drain Extension (Old Potash to Edna)
- Webb Road Paving Assessments (City share)

Completed projects for 2016 included: Annual Handicap Ramp Installation; Wheeler Avenue Bump Out; and the Final Phase of GITV – HD Implementation. Delayed or cancelled projects were Swift Road Paving District No. 1263 and Capital Avenue Storm Sewer Improvements.

Reviewed were the Capital Improvement Projects 400 Fund funded by Gas Tax money; General Fund, Kenosha, and Special Assessments; and Bond Proceeds/Assessments.

The following 2016/2017 Capital Projects were presented:

- Capital Avenue; Webb Road to Broadwell Avenue - \$752,000
- Stolley Park Road Restriping/Rehabilitation - \$135,000
- Annual Handicap Ramp Installation - \$165,000
- Webb Road Paving Assessment (City share) - \$131,035
- South Front Street over Sycamore Street Underpass Rehabilitation - \$80,000
- Adams Street Paving District No. 1264 - \$1,000,000
- Sterling Estates Paving District No. 1262 - \$300,000
- Five Points Traffic Signal/Sign Improvements - \$350,000
- Northbound Highway 281 (NDOR) - \$1,617,500
- Capital Avenue Storm Sewer Improvements - \$200,000
- Northwest Flood Control Project - \$1,318,870
- Eagle Scout Detention Cell – North of Eagle Scout Lake - \$75,000
- Alternate 911 Center - \$3,400,000

Total Capital Improvement Projects requested were \$9,524,405. Reviewed were the 2017 potential funding sources in an amount of \$9,524,405.

Comments were made regarding starting a fund for sidewalks. Mr. Collins stated most of these projects could be paid for by the 1/2 % sales tax.

Discussion Concerning Financing for Fire Department Equipment. Finance Director Renae Griffiths asked for a decision by Council regarding how to pay for the Fire Department

equipment, whether to finance/bond or pay cash. A lengthy discussion was held concerning the benefits of both financing/bonding and paying cash for this equipment.

Motion by Donaldson, second by Stelk that we finance the ambulance and fire truck on a 5 year loan and plan for future purchases. Upon roll call vote, Councilmembers Fitzke, Donaldson, Hehnke, Stelk, and Nickerson voted aye. Councilmembers Paulick, Minton, and Haase voted no. Mayor Jensen cast the sixth and deciding vote in favor. Motion adopted.

Discussion of Possible Food and Beverage Tax Revenue for Parks and Recreation Projects. Parks and Recreation Director Todd McCoy reviewed the following possible projects that could be funded by the food and beverage tax:

- Veterans Athletic Complex Phase II - \$1.6 million
- Island Oasis Wet Children's Play Area - \$1.7 million
- New 100 Meter Range at Heartland Public Shooting Park - \$800,000
- Splash Pad - \$750,000
- New Large Baseball Field - \$750,000
- Complete Sterling Park - \$300,000
- Erosion Control at Sucks Lake - \$250,000
- George Park Field Upgrade - \$200,000
- Replace Grace Abbot Bank Stand - \$100,000
- Annual Playground Equipment Replacement - \$100,000
- New Irrigation at Lions Park - \$50,000
- Hike/Bike Trail System Upgrades
- Annual Park Asphalt Roads and Parking Updates
- Update Skate Park
- Replace Two Original Slides at Island Oasis
- Add Foul Ball Netting at Complex Fields

Mr. McCoy presented several other projects that had been on the radar for several years: Stolley Park Arboretum, expand bike trail system, new golf course club house, cemetery expansion, banquet center at HPSP, second fieldhouse, Stolley Park activities center, and neighborhood swimming pool as possible future projects.

Comments were made regarding splash pads not requiring more employees. Mentioned was the Heartland Events Center and setting aside money now for when the city takes it over in 2025. Mayor Jensen commented on the food and beverage revenue - 25% Nebraska State Fair; 25% Grow Grand Island; and 50% quality of life projects.

General Discussion on 2016-2017 Fiscal Year Budget. Finance Director Renae Griffiths stated we had discussed a lot of these figures before. Noted was this did not include the car rental tax or the \$1.00 surcharge. 2020 would show a negative cash balance.

Councilmember Haase commented on the drawing down of funds and not having a designated revenue stream and that this could not continue. Mayor Jensen invited Council to come and visit with him with recommendations. He stated decisions needed to be made on economics and not

politics. Comments were made regarding personnel costs growing faster than revenues. Mentioned was not replacing vacant positions. Comments were made regarding not cutting public safety positions.

Councilmember Haase stated staff needed to come up with solutions to give to Council options on how to fix the problem.

ADJOURNMENT: The meeting was adjourned at 9:50 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item G-4

#2016-192 - Approving Preliminary Plat and Final Plat and Subdivision Agreement for Prairie Commons Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: August 23, 2016
Subject: Prairie Commons – Preliminary Plat & Final Plat
Presenter(s): Chad Nabity

Background

Prairie Commons Subdivision is located south of Husker Hwy., and west of US Hwy 281 in the City of Grand Island, Hall County, Nebraska 10 Lots and 95.32 acres.

Discussion

The preliminary and final plat for Prairie Commons Subdivision was considered by the Regional Planning Commission at the August 10, 2016 meeting.

A motion was made by Rainforth and seconded by Monter to approve Prairie Commons Subdivision as presented.

The motion carried with 7 members present and 7 voting in favor (O'Neill, Maurer, Monter, Ruge, Connick, Rainforth, and Apfel) and no member abstaining.

Alternatives

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

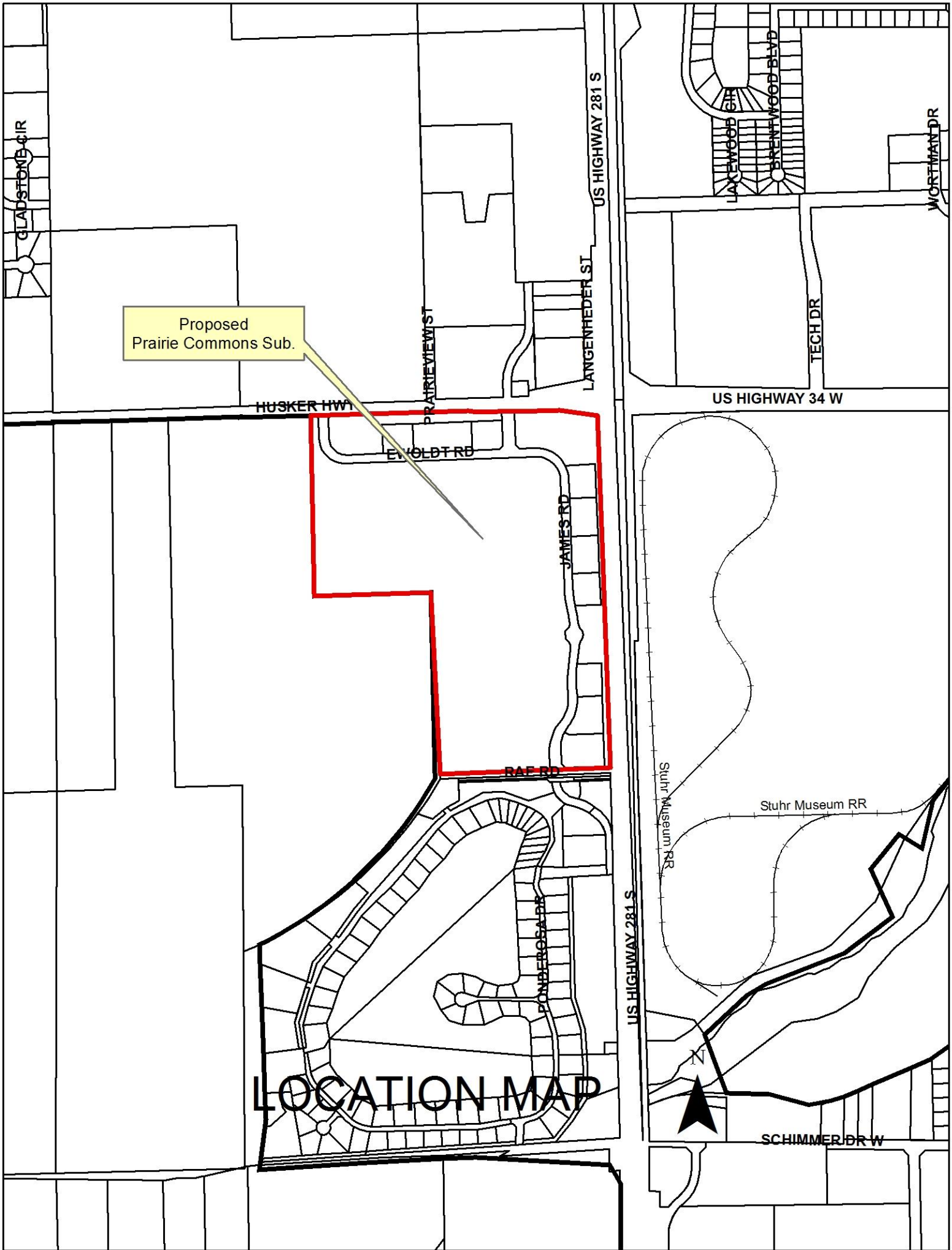
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



Developers/Owners

Prataria Ventures, LLC
PO Box 2078
Grand Island NE 68802

To create 20 Lots (Preliminary Plat) and 10 Lots (Final Plat) located south of Hwy 34 and west of US Highway 281, in the City of Grand Island, Hall County, Nebraska.

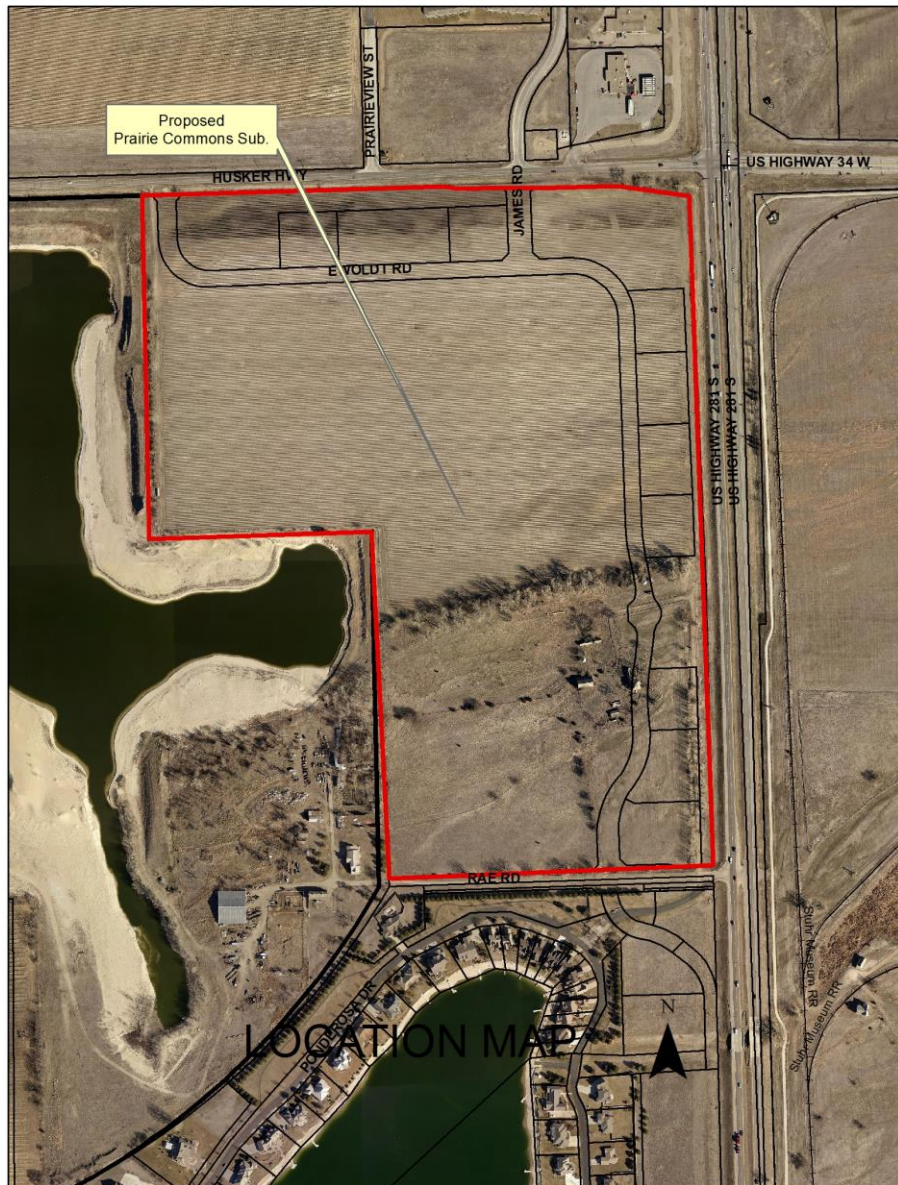
Size: 95.32 acres.

Zoning: RO – Residential Office, B2 – General Business and CD - Commercial Development Zones.

Road Access: Public streets are available.

Water Public: Water is available.

Sewer Public: Sewer is available.



RESOLUTION 2016-192

WHEREAS, Prataria Ventures, LLC, a Limited Liability Company, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "PRAIRIE COMMONS SUBDIVISION", a tract of land consisting of Part of the Northeast Quarter (NE1/4) of Section 36, Township 11, North, Range 10 West of the 6th P.M., 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 PRAIRIE COMMONS SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
August 19, 2016	☒ City Attorney

PRAIRIE COMMONS SUBDIVISION

GRAND ISLAND, HALL COUNTY, NEBRASKA

FINAL PLAT

MOLSSON ASSOCIATES

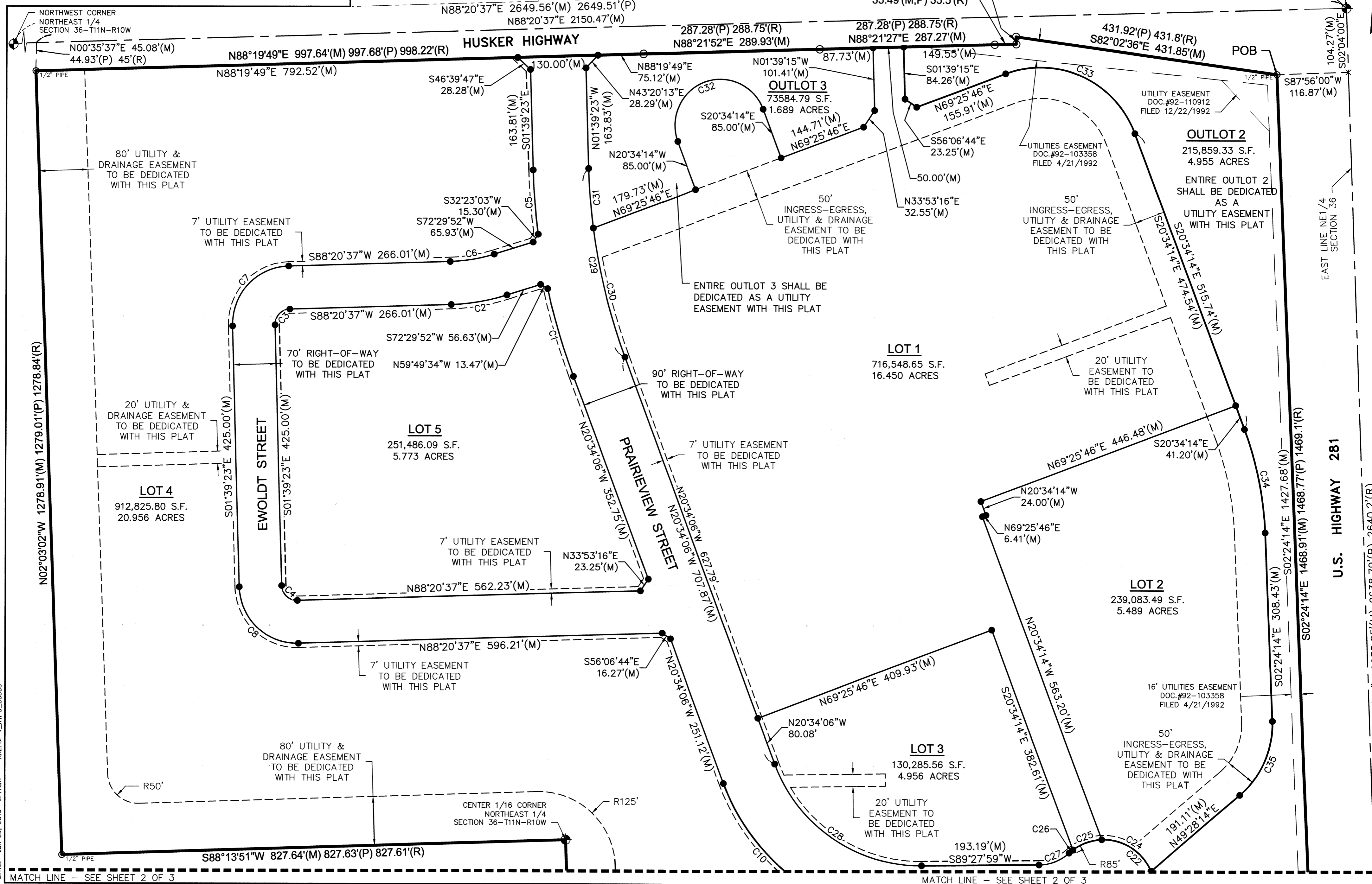
201 East 2nd Street
P.O. Box 1072
Grand Island, NE 68802-1072
TEL 308.384.8750
FAX 308.384.8752

PROJECT NO. 2016-1176
PRATARIA VENTURES
HWY 281 & HUSKER HWY
FB: GI 2016-2

SHEET 1 OF 3

0' 50' 100' 200'
SCALE IN FEET

NORTHEAST CORNER
SECTION 36-T11N-R10W



DWS: F:\2016\1001-1500\016-1176\40-Design\Survey\SRV\Sheets V_FPT_61176.dwg
 DATE: Jun 29, 2016 9:41am
 USER: jlmenez
 AREAS: V_XTPD_60906

MATCH LINE - SEE SHEET 2 OF 3

MATCH LINE - SEE SHEET 2 OF 3



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item G-5

#2016-193 - Approving Final Plat and Subdivision Agreement for Northview Twelfth Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: August 23, 2016
Subject: Northview Twelfth Subdivision –Final Plat
Presenter(s): Chad Nabity

Background

This property is located south of Nebraska Hwy 2 and west of North Rd., in the City of Grand Island, in Hall County, consisting of 1 lot and 5.710 acres.

Discussion

The final plat for Northview Twelfth Subdivision was considered by the Regional Planning Commission at the August 10, 2016 meeting.

A motion was made by Hoggatt and seconded by Rainforth to **approve** and recommend that City Council **approve** the final plat of Northview Twelfth Subdivision.

The motion carried with 7 members present and 7 voting in favor (O’Neill, Maurer, Monter, Ruge, Connick, Rainforth, and Apfel) and no member abstaining.

Alternatives

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

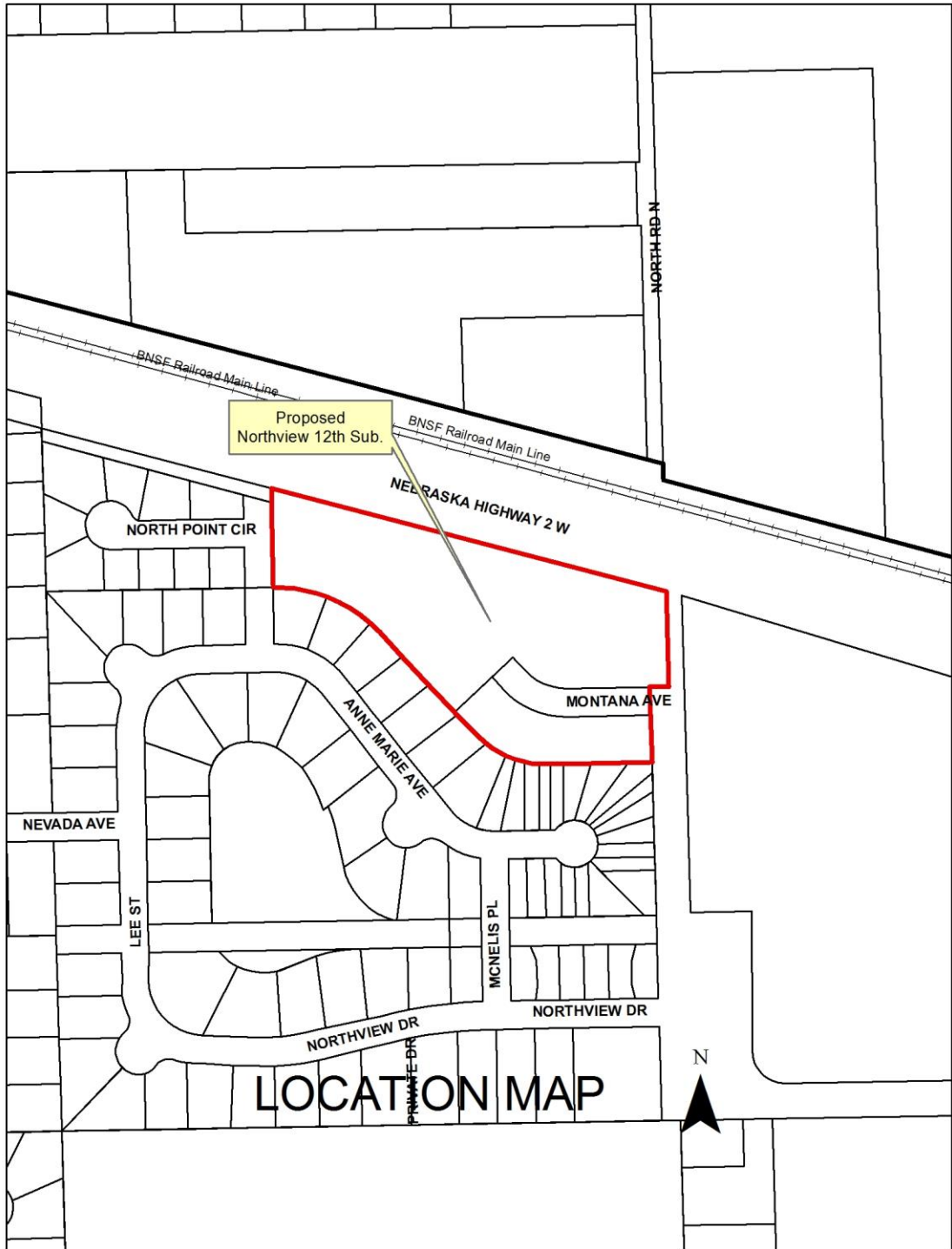
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



Developers/Owners

Pinnacle Bank
PO Box 28
Central City, NE 68826

To create 1 lot on a tract of land south of Nebraska Hwy 2 and west of North Rd., in the City of Grand Island, in Hall County.

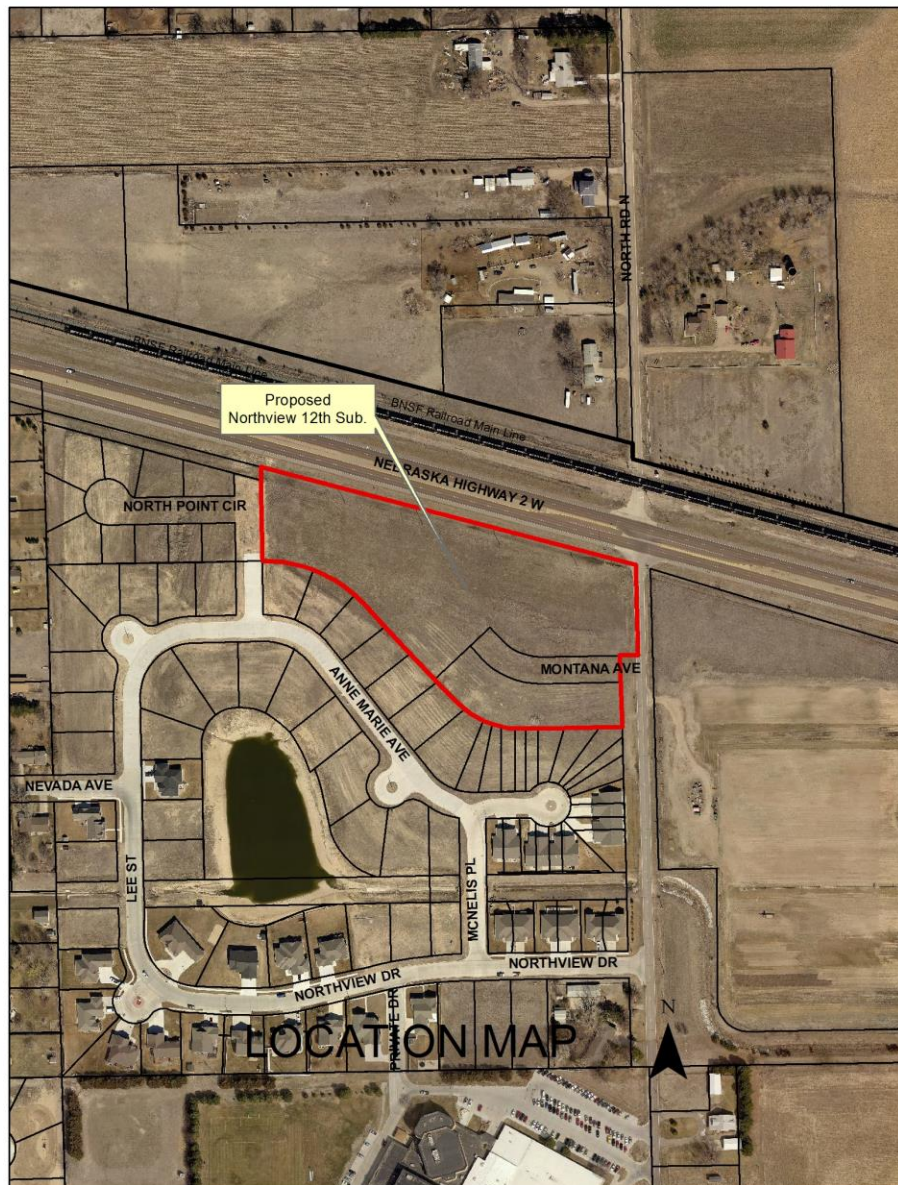
Size: 5.710 acres.

Zoning: B2 – General Business Zone and RO – Residential Office Zone.

Road Access: Public streets are available.

Water Public: Water is available.

Sewer Public: Sewer is available.



RESOLUTION 2016-193

WHEREAS, POG LLC, being the said owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "NORTHVIEW TWELFTH SUBDIVISION", a replat of all of Lot 1, Northview Sixth Subdivision and 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., 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 NORTHVIEW TWELFTH SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 19, 2016	☐ City Attorney



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item G-6

#2016-194 - Approving Supply and Delivery of Pebble Lime for the Platte Generating Station 2016 - 2018

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: August 23, 2016

Subject: Supply and Delivery of Pebble Lime to the Platte
Generating Station 2016-2018

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

Background

The Mercury and Air Toxics Standard regulation compliance at Platte Generating Station was commissioned in 2014. The spray dry absorber system is used to inject a lime slurry injection into the boiler exhaust gas to remove acid gases from the flue gas. The gas leaving the spray dry absorber system will flow to a baghouse for particulate removal and a booster fan follows the baghouse to return the flue gas to the existing stack. Pebble Lime is used to produce the required lime slurry. The pebble lime material must meet design specifications in order to produce a lime slurry that allows the plant to meet performance guarantees on this new system. Plant staff developed a request for proposals for the purchase of Pebble Lime from suppliers of this material. A Request for Proposals is used as there are variations in pebble lime materials provided by the various vendors.

Discussion

The request for proposal for the Supply and Delivery of Pebble Lime for Platte Generating Station was publically advertised in accordance with the City's Purchasing Code. Proposals from the following firms were received on July 21, 2016:

Company

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

The department evaluated proposals primarily on the basis of cost and suitability of the product in meeting the system requirements and specifications. Additional review considerations included quality control, company experience, strength of production supply chain, proposal responsiveness, transportation provisions, availability of technical support, commercial terms and flexibility in procurement quantities.

Pete Lien & Sons was determined to be the lowest total cost and best overall proposal that satisfied all requirements of the Request for Proposal specifications. A copy of the confidential bid tabulations will be supplied to Council under separate cover.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Proposal for the Supply and Delivery of Pebble Lime for 2016-2018 to Pete Lien & Sons, Inc., Rapid City, South Dakota.

Sample Motion

Move to approve the proposal from Pete Lien & Sons, Inc, Rapid City, South Dakota, for the Supply and Delivery of Pebble Lime 2016-2018 to the Platte Generating Station.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
PLATTE GENERATING STATION
SUPPLY AND DELIVERY OF PEBBLE LIME 2016-2018**

RFP DUE DATE: July 21, 2016 at 4:00 p.m.
DEPARTMENT: Utilities
PUBLICATION DATE: June 19, 2016
NO. POTENTIAL BIDDERS: 7

SUMMARY OF PROPOSALS RECEIVED

Mississippi Line
St. Louis, MO

Lhoist North America
Ste. Genevieve, MO

Pete Lien & Sons, Inc.
Rapid City, SD

cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent
Darrell Dorsey, PGS Plant Superintendent

Pat Gericke, Utilities Admin. Assist.
Renae Griffiths, Finance Director
Karen Nagel, Utilities Secretary

P1894

RESOLUTION 2016-194

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

and WHEREAS, on July 21, 2016, proposals were received, opened and reviewed;

WHEREAS, Pete Lien & Sons, Inc., of Rapid City, South Dakota, submitted a proposal in accordance with the terms of the advertisement of the proposal and plans and specifications and all other statutory requirements contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Pete Lien & Sons of Rapid City, South Dakota, for the Supply and Delivery of Pebble Lime for the Platte Generating Station is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
August 19, 2016	☒ City Attorney



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item G-7

#2016-195 - Approving Supply and Delivery of Powdered Activated Carbon for the Platte Generating Station

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: August 23, 2016

Subject: Supply and Delivery of Powdered Activated Carbon to
Platte Generating Station 2016-2018

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

Background

The Mercury and Air Toxics Standard regulation compliance at Platte Generating Station was commissioned in the fall of 2014. The modifications include a Powdered Activated Carbon (PAC) injection system that is being used to remove mercury from the flue gas. The injection system uses a PAC material with specific design specifications required to meet performance guarantees on this new system, and plant staff developed a request for proposals for the purchase of PAC material based on those specifications. A Request for Proposals was used as there are variations in the PAC materials provided by the various vendors, who subsequently also regard their supply proposals as business confidential information.

Discussion

The request for proposal for the Supply and Delivery of Powdered Activated Carbon for Platte Generating Station was publically advertised in accordance with the City's Purchasing Code. Proposals from the following firms were received on July 21, 2016:

Company

Nalco Water, Chicago, IL
ADA Carbon Solutions, Littleton, CO
Calgon Carbon Corporation, Moon Township, PA
Carbonxt, Inc., Gainesville, FL
Cabot Norit Americas, Inc., Boston, MA

The department evaluated proposals primarily on the basis of cost and suitability of the product in meeting the system requirements and specifications. Additional review considerations included quality control, company experience, strength of production

supply chain, proposal responsiveness, transportation provisions, availability of technical support, commercial terms and flexibility in procurement quantities.

Calgon Carbon Corporation was determined to be the lowest total cost and best overall proposal that satisfied all requirements of the Request for Proposal specifications. A copy of the confidential bid tabulations is furnished under separate cover for Council.

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 Proposal from the Calgon Carbon Corporation of Moon Township, Pennsylvania for the Supply and Delivery of Powdered Activated Carbon for 2016-2018.

Sample Motion

Move to approve the proposal from Calgon Carbon Corporation of Moon Township, Pennsylvania, for the Supply and Delivery of Powdered Activated Carbon for 2016-2018 for the Platte Generating Station.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

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

RFP DUE DATE: July 21, 2016 at 4:15 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: June 21, 2016

NO. POTENTIAL BIDDERS: 8

SUMMARY OF PROPOSALS RECEIVED

Nalco Water
Chicago, IL

Calgon Carbon Corporation
Moon Township, PA

Cabot Norit Americans, Inc.
Boston, MA

ADA Carbon Solutions, LLC
Littleton, CO

Carbonxt
Gainesville, FL

cc: Tim Luchsinger, Utilities Director
Marlan Ferguson, City Administrator
Stacy Nonhoff, Purchasing Agent
Darrell Dorsey, PGS Plant Superintendent

Pat Gericke, Utilities Admin. Assist.
Renae Griffiths, Finance Director
Karen Nagel, Utility Secretary

P1897

RESOLUTION 2016-195

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

and WHEREAS, on July 21, 2016, proposals were received, opened and reviewed;

WHEREAS, Calgon Carbon Corporation of Moon Township, Pennsylvania, submitted a proposal in accordance with the terms of the advertisement of the proposal and plans and specifications and all other statutory requirements contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Calgon Carbon Corporation of Moon Township, Pennsylvania, for the Supply and Delivery of Powdered Activated Carbon for the Platte Generating Station is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
August 19, 2016	☒ City Attorney



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item G-8

#2016-196 - Approving Bid Award - Precipitator, Bottom Ash and Boiler Industrial Cleaning, Fall - 2016

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: August 23, 2016

Subject: Precipitator, Bottom Ash and Boiler Industrial Cleaning
– Fall 2016

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

Background

The electrostatic precipitator at the Platte Generating Station is the air quality control equipment used to remove coal ash particulates from the plant's boiler flue gas stream. Proper performance of this equipment is required as part of the plant's operating permit. Due to volume and characteristics of the coal ash, the precipitator must be grit blasted twice a year to remove ash build-up to allow the plant to remain below permitted emission levels. In addition to maintaining performance, removal of the ash deposits also allows an inspection of the precipitator internal surfaces and components.

The next outage is scheduled for September of this year. Specifications were developed by the plant maintenance staff for the removal of ash deposits throughout the precipitator and boiler including grit blasting of the electrostatic precipitator, bulk vacuuming of the associated ductwork and hoppers, and high pressure water wash of the bottom ash system.

Discussion

The specifications for the Precipitator, Bottom Ash and Boiler Industrial Cleaning-Fall 2016 Outage were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on August 10, 2016. Specifications were sent to five potential bidders and responses were received as listed below. The engineer's estimate for this project was \$190,000.00.

Bidder	Bid Amount
Meylan Enterprises, Inc., Omaha, NE	\$133,636.80
Veolia, Liberty, MO	\$136,731.02
W-S Industrial Services, Inc., Council Bluffs, IA	\$147,369.60

The bids were reviewed by Utility Engineering staff. All bids were in compliance with the specifications and had no exceptions. The bid from Meylan Enterprises, Inc. is compliant with specifications and less than the engineer's estimate.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid of Meylan Enterprises, Inc., of Omaha, Nebraska, as the low responsive bidder, with a bid in the amount of \$133,636.80.

Sample Motion

Move to approve the bid in the amount of \$133,636.80 from Meylan Enterprises, Inc., for the Precipitator, Bottom Ash and Boiler Industrial Cleaning - Fall 2016 Outage.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 10, 2016 at 2:00 p.m.

FOR: Precipitator, Bottom Ash & Boiler Industrial
Cleaning – Fall 2016

DEPARTMENT: Utilities

ESTIMATE: \$190,000.00

FUND/ACCOUNT: 520

PUBLICATION DATE: July 26, 2016

NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder: Meylan Enterprises, Inc.
Omaha, NE

Bid Security: Universal Surety Company

Exceptions: None

Bid Price:	Precipitator Abrasive Cleaning	Vacuum Services	Hydro-blast Services
Material:	\$1,434.00	\$22,753.60	\$13,181.60
Labor:	\$24,072.00	\$44,625.00	\$18,828.00
Sales Tax:	<u>\$ 1,785.42</u>	<u>\$ 4,716.50</u>	<u>\$ 2,240.68</u>
Total Base Bid	\$133,636.80		

Bidder: Veolia ES Industrial Services, Inc.
Liberty, MO
Bid Security: Evergreen National Indemnity Company
Exceptions: None

Bid Price:	Precipitator Abrasive Cleaning	Vacuum Services	Hydro-blast Services
Material:	\$27,500.00	\$34,126.00	\$16,632.00
Labor:	\$ 7,816.00	\$27,832.00	\$11,880.00
Sales Tax:	<u>\$ 2,472.12</u>	<u>\$ 4,337.06</u>	<u>\$ 2,135.84</u>

Total Base Bid \$136,731.02

Bidder: W-S Industrial Services, Inc.
Council Bluffs, IA
Bid Security: Merchant's Bonding Company
Exceptions: None

Bid Price:	Precipitator Abrasive Cleaning	Vacuum Services	Hydro-blast Services
Material:	\$24,794.00	\$24,531.90	\$31,222.70
Labor:	\$13,140.00	\$28,140.00	\$15,900.00
Sales Tax:	<u>\$ 2,655.38</u>	<u>\$ 3,687.08</u>	<u>\$ 3,298.59</u>

Total Base Bid \$147,369.60

cc: Tim Luchsinger, Utilities Director
 Renae Griffiths, Finance Director
 Pat Gericke, Utilities Admin. Assist.

Darrell Dorsey, PGS Plant Superintendent
 Stacy Nonhof, Purchasing Agent
 Karen Nagel, Utilities Secretary

P1902

RESOLUTION 2016-196

WHEREAS, the City of Grand Island invited sealed bids for Precipitator, Bottom Ash and Boiler Industrial Cleaning – Fall 2016 Outage at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on August 10, 2016, bids were received, opened and reviewed; and

WHEREAS, Meylan Enterprises, Inc., of Omaha, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$133,636.80; and

WHEREAS, the bid of Meylan Enterprises, Inc., is less than the estimate for Precipitator, Bottom Ash and Boiler Industrial Cleaning – Fall 2016 Outage.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Meylan Enterprises, Inc., in the amount of \$133,636.80, for Precipitator, Bottom Ash and Boiler Industrial Cleaning – Fall 2016 Outage, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
August 19, 2016	☒ City Attorney



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item G-9

#2016-197 - Approving Police Service Contract with Hall County Housing Authority (HCHA)

Staff Contact: Robert Falldorf, Police Chief

Council Agenda Memo

From: Robert Falldorf, Police Chief

Meeting: August 23, 2016

Subject: Police Service Contract with Hall County Housing Authority (HCHA)

Presenter(s): Robert Falldorf, Police Chief

Background

The Hall County Housing Authority has contracted with the City for police services for several years. This is a request to enter into a new two year agreement.

Discussion

We are proposing a new two year agreement with the Hall County Housing Authority for the period of October 1, 2016 through September 30, 2018. There is a 30 day termination clause within the agreement.

This contract is for a remuneration amount of \$100,000 (\$50,000 for each year of the contract) to be paid to the City of Grand Island by the Hall County Housing Authority in quarterly installments. The police department will be able to continue the service within the terms of the contract for this amount of revenue.

The police officer assigned to public housing areas is a force multiplier for our agency and has been mutually beneficial to both agencies.

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 two year Interlocal Agreement for police services with the Hall County Housing Authority.

Sample Motion

Move to approve a two year contract for police services with the Hall County Housing Authority as outlined in the Interlocal Cooperative Agreement.

POLICE SERVICE CONTRACT

This contract made and entered into this _____ day of _____, 2016, by and between the Hall County Housing Authority (hereinafter “HCHA”) and the City of Grand Island (hereinafter “City”) is for the provision of specific police services associated with HCHA’s security programs.

WHEREAS HCHA desires to contract with City for additional police services to create a drug- and crime-free environment and to provide for the safety and protection of the residents in its public housing developments; and

WHEREAS, City, by and through its police department, desires to assist in the effort by providing effective police services at all HCHA locations;

NOW, THEREFORE, HCHA and City agree as follows:

ARTICLE I Scope of Services

SECTION ONE: SERVICES PROVIDED BY CITY

City agrees that the services rendered under this contract are in addition to baseline police services. City agrees that it will not reduce its current level of police services to HCHA’s public housing developments, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

The duties and extent of services of City shall include, but not be limited to:

- A. City, by and through its police department, will provide 1 full time police officer (Assigned Personnel) to perform specialized patrols to enforce all state and local laws and HCHA Rules specified in the contract. Sworn officers shall at all times remain part of, subject to and in direct relationship with the police department’s chain of command and under police department rules, regulations and standard operating procedures.
- B. City agrees to collect and provide to HCHA workload data as more specifically identified in Article II, Section C., below, pertaining to its Assigned Personnel activities in HCHA’s public housing developments.
- C. The Assigned Personnel will appear as witness in the HCHA’s administrative grievance procedure, civil dispossession hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near public housing developments involving any resident, member of a resident’s household, or guest or guests of a resident or household member, as required.
- D. City agrees that a policy manual exists to regulate police officers’ conduct and activities; all police officers have been provided a copy of the policy manual; the department certifies that each officer has received and understands the contents of

the manual; and personnel have been trained on the regulations and orders within the manual.

- E. City agrees it will provide such basic equipment as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this contract.
- F. Assigned Personnel will also provide drug / safety awareness training to residents and employees upon request.
- G. City will at all times provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the police department shall be responsible for the compensation of the officers, their property, or City's property while on HCHA's property.
- H. Assigned Personnel will meet with HCHA management at least weekly to share information, discuss scheduling and provide / receive instruction regarding priorities.
- I. Assigned Personnel will make every attempt to socialize with HCHA residents, to disseminate useful information gathered from their discussions and follow up on any leads that may have surfaced with their interaction with HCHA residents. This information will also be forwarded to HCHA management.
- J. Assigned Personnel will work a varied hourly and daily schedule as allowed in the union contract executed between labor and City. Assigned Personnel will be as flexible as possible regarding scheduling and attempt to schedule around the needs of HCHA management.

SECTION TWO: SERVICES PROVIDED BY THE HCHA

- A. HCHA shall provide Assigned Personnel with information regarding suspicious activity, potential problems, preferred patrolling areas and discretionary tenant information (not confidential information).
- B. HCHA will provide an orientation to Assigned Personnel including a tour of the patrol area, basic training on security tapes / cameras, issue keys to buildings, offices, and maintenance areas, and introduce Assigned Personnel to staff members and residents. HCHA management will also provide training and copies of HCHA rules and regulations to Assigned Personnel.
- C. HCHA will provide City with a Public Housing Police Activity Form(s) for Assigned Personnel to complete. These forms are not to replace police reports utilized by City.
- D. HCHA shall reserve the right to reasonably request the police department to reassign Assigned Personnel.

ARTICLE II

2

Enforcement of Rules & Regulations

- A. City, through its Assigned Personnel, is hereby empowered to enforce the following HCHA rules and regulations:
1. Removal of unauthorized visitors in unoccupied structures of HCHA.
 2. Removal of unauthorized visitors creating disturbances or otherwise interfering with the peaceful enjoyment of lessees on HCHA property.
 3. Removal of unauthorized visitors destroying, defacing or removing HCHA property.
- B. City, through its Assigned Personnel, is hereby empowered to enforce the following HCHA rule and regulation:
- Any vehicle that is not parked appropriately (in a handicapped parking place, etc.) or is inoperable (no plates, expired plates, no tires, etc.) will be issued a parking violation notice with the incident reported to HCHA management as soon as possible. Notices will be given to the Assigned Personnel by HCHA management.
- C. Nothing herein contained shall be construed as permitting or authorizing Assigned Personnel to use any method or to act in any manner in violation of law or of their sworn obligation as police officers

ARTICLE III

Communications, Reporting & Evaluation

- A. Communications
1. Access to Information
- City agrees HCHA will have unrestricted access to all public information, which in any way deals with criminal activity in any of HCHA's communities. It is further agreed that the Grand Island Police Department will provide to HCHA copies of such incident reports, arrest reports or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments. This information will be provided at no cost by the Grand Island Police Department on a regular basis in accordance with specific procedures that have been or will be established.

B. Reporting

1. Forms

The Grand Island Police Department will require all Assigned Personnel to provide information referred to in Article III section A (1) in a summary format upon request only.

2. Director Notification

The police department will relay to HCHA's Executive Director or his/her designee information related to any major crime or incident that occurs on HCHA property as soon as possible.

C. HCHA and City shall meet to evaluate the program effectiveness every three (3) months.

ARTICLE IV
Term of Contract

A. The term of this contract shall be for two (2) years beginning on October 1, 2016.

B. This contract may be terminated by either party upon written notice provided not less than thirty (30) days prior to termination.

ARTICLE V
Compensation to City

A. Payment to City by HCHA will be \$50,000 per year for a total of \$100,000 for the two (2) year contract for October 1, 2016 – September 30, 2018.

B. HCHA shall pay City on a quarterly basis, upon receipt of an invoice from City.

C. City shall provide the following documentation upon request:

1. Copies of Certified Payroll Time Reports documenting hours worked in public housing developments and supervisory approval of the report.

D. All requests for payment are subject to the approval of HCHA's Executive Director, or that official's designee and HCHA shall thereafter make payment of the approved amount within thirty days of receipt of the request for payment.

ARTICLE VI
Notices

Any notices required pursuant to the terms of this Contract shall be sent by United States Certified mail to the parties hereto, as specified below:

HCHA: 1834 West 7th Street
Grand Island, NE 68803

City: 111 Public Safety Drive
Grand Island, NE 68801

ARTICLE VII
Liability Coverage

Each party agrees to maintain public liability coverage of not less than \$1,000,000 per occurrence.

ARTICLE VIII
Construction of Laws

The Law of the State of Nebraska shall govern the interpretation of this Contract.

EXECUTED BY:

MAYOR – CITY OF GRAND ISLAND

EXECUTIVE DIRECTOR – HALL COUNTY HOUSING AUTHORITY

RESOLUTION 2016-197

WHEREAS, on December 19, 2000, by Resolution 2000-397, the City of Grand Island approved a Police Services Contract between the City and the Hall County Housing Authority to provide specific police services associated with the Hall County Housing Authority's security programs; and

WHEREAS, the City and the Hall County Housing Authority are interested in continuing the provision of such police services; and

WHEREAS, it is recommended that a new contract be entered into for such services for a two-year period which will cover October 1, 2016 through September 30, 2018, and

WHEREAS, the Hall County Housing Authority agrees to pay \$100,000 to the City of Grand Island for the two year period in quarterly payments.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Cooperation Agreement for a police services contract between the City and the Hall County Housing Authority to provide specific police services associated with the Hall County Housing Authority's security programs is hereby approved; and the mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 19, 2016	☐ City Attorney



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item G-10

#2016-198 - Approving Interlocal Cooperative Agreement for School Resource Officers (SRO's) with the Grand Island Public Schools

Staff Contact: Robert Falldorf, Police Chief

Council Agenda Memo

From: Robert Falldorf, Police Chief

Meeting: August 23, 2016

Subject: Interlocal Cooperative Agreement School Resource Officer (SRO)

Presenter(s): Robert Falldorf, Police Chief

Background

The police department has assigned Resource Officers in the Grand Island Public Schools (GIPS) for many years through an Interlocal agreement. The most recent agreement and subsequent extension has been in place for 15 years and is set to expire. Currently, there are five officers assigned to Grand Island Public Schools.

Discussion

The proposed agreement is for a four year period, with an option to extend for up to an additional four years with governing body approval. There is an option for either party to cancel the SRO program with written notice by July 1st each year. In addition, the City may, at its sole discretion, reduce the number of assigned officers.

The financial terms remain the same, a 50-50 split of wage and benefits. This agreement spells out associated overtime costs. Investigative, training, and other department assigned duties are paid 100% by the City. However, requests for an SRO at evening or weekend events that result in overtime are 100% paid by GIPS.

In addition to SRO duties, these officers are assigned patrol duties in the summer, and one SRO each day is assigned to the Child Abuse Unit, year round.

Alternatives

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

1. Move to approve
2. Terminate our agreement
3. Postpone the issue to future date

Recommendation

City Administration recommends that the Council approve the proposed four year Interlocal agreement with the Grand Island Public Schools.

Sample Motion

Move to approve the four year cooperative Interlocal Agreement with Hall County School District No. 40-0002; Grand Island Public Schools.

**INTERLOCAL COOPERATION AGREEMENT
BY AND BETWEEN
THE CITY OF GRAND ISLAND AND GRAND ISLAND PUBLIC SCHOOLS
FOR SCHOOL RESOURCE OFFICERS**

This Interlocal Cooperation Agreement ("Agreement") is by and between the City of Grand Island, Nebraska, a Municipal Corporation ("City") and Hall County School District 2, a/k/a Grand Island Public Schools, a Political Subdivision ("School District") (collectively referred to as "the Parties").

WHEREAS, The School District wants to continue its relationship with the City's Police Department under which the Police Department provides School Resource Officers ("SROs") for the School District's SRO Program; and

WHEREAS, The purpose of this Agreement is formalize the terms between the City and the School District which will govern the SRO Program.

NOW TEREFORE, the Parties hereby agree as follows:

1. Term Defined. In the Interlocal Cooperation Agreement, the term "home based building administrator" shall mean the building principal, assistant principal or designee in the school where the SRO is assigned.
2. Mission and Goals. The mission of the SRO Program is in keeping with the mission of the School District: Every Student, Every Day, A Success! Under this mission, the Parties will foster an efficient and cohesive program that will build a positive relationship between SROs and the School District's students while providing a safe learning environment for students and a safe working environment for educational staff. The SRO Program is intended as a collaborative effort between the City and the School District. The success of the SRO Program relies upon effective communication between the City's Police Department, the School District Superintendent, the principals of the schools where the SROs work and other key staff members of the City and the School District.
3. Provision of SROs. The Police Department will provide to the School District up to five (5) School Resource Officers (SROs) and the School District will reimburse the City for fifty percent (50%) of the direct and indirect personnel costs including benefits, associated with the SROs.

4. Emphasis on restorative approaches. As it concerns the School District's students, it is the objective of the Parties that the School District will handle routine discipline (student code of conduct violations) within the school without involving the SRO in an enforcement capacity (issuing citations) unless it is absolutely necessary or required by law. SROs will differentiate between disciplinary issues and crime problems and respond appropriately. SROs will de-escalate school-based incidents whenever possible, and SROs will adopt the School District's emphasis on the use of restorative approaches to address behaviors and, when possible, to minimize the use of law enforcement.

5. Mutual Obligations. The selection of SROs for the SRO Program will be made through a collaborative process, involving the Police Department and the School District representative to evaluate the candidate's law enforcement ability and to give school administrators a voice to determine each candidate's ability to operate in the school environment. The Police Department will seriously consider input from the School District when assigning an officer to a building, and will make a good faith effort to address concerns raised. It is recommended the SRO supervisor meet twice a semester with each home based school administrator where an SRO is assigned. The School District may request the removal or reassignment of any SRO for any reasonable cause the School District provides in writing to the Police Department. The Police Department will seriously consider the input of the School District when determining the removal or reassignment of an SRO. The final decision on the assignment, reassignment or removal of an SRO shall be made by the Police Department, which is also responsible for evaluating the performance of the SROs. The home based school administrator will complete a Grand Island Police Department performance review form two times a year to review the performance of the SRO(s). The home based school administrator will complete one performance review form before January of the school year and the second performance review form before May of the same school year. The performance review form will be given to the police supervisor of the SROs. The supervisor of the SROs will seriously consider input from the home based school administrator's performance review forms when the SRO's annual police evaluation is conducted.

6. City's Responsibilities. The responsibilities of the City through the Police Department shall include:
 - a. Providing up to five (5) police officers to be designated as SROs. The duties and responsibilities of the SROs shall be consistent with those

described in the Grand Island Police Department – School Resource Officer Program (Exhibit A) attached hereto and made a part hereof by reference. The Chief of Police or designee will meet with the School District Superintendent, or designee, as needed concerning activities of the SRO Program. Both parties shall maintain confidentiality to the extent required by law with respect to individual persons and/or investigations.

- b. Scheduling the working hours of the SROs, taking into account the school year calendar of the school where each SRO is assigned. The hours of the SROs' availability will be during normal school hours while the school of assignment is in session and when students and/or staff are in the school building. Adjustments outside these regular hours shall be by mutual agreement between home based school administrator and the Police Department. The Police Department is not obligated to provide substitute SROs when a regularly scheduled SRO is not available.
 - c. Paying the SROs' salaries, payroll taxes, payroll based expenses, insurance and benefits. All overtime costs that result from investigations, training, or police department directed assignments will be the responsibility of the City.
 - d. Furnishing any equipment or training required by the SROs.
 - e. Training the SROs and the SROs' Supervisor through the National Association of School Resource Officers or other suitable organization as agreed upon between the City and the School District.
7. School District's responsibilities. The responsibilities of the School District shall include:
- a. Reimbursing the City for fifty percent (50%) of its direct and indirect personnel costs, including benefits for the police officers assigned as SROs. The reimbursement costs are for the City's fiscal year of October 1st through September 30th.
 - b. Reimbursing the City for all overtime costs associated with the School District's request for off-duty assignments on weekends and/or evenings for school activities. These special assignments may be covered by an SRO as part of his or her regular duty through a schedule change agreed on by both the School District and the Police Department which is within the guidelines of the City's labor agreement with the Fraternal Order of Police (FOP – Police Union). In accordance to the FOP contract, the

home based school administrator will provide an SRO twenty one (21) days notice if an SRO is requested to utilize flex-hours to conduct off-duty assignments on weekends and/or evenings for school activities within the SROs pay period.

- c. Advise the SRO supervisor of any complaints by staff, faculty, students, or the public concerning the activities of any SRO and keep such complaints confidential pending notification from the Police Department of the finding or disposition of the complaint. The home based school administrator will utilize the Grand Island Police Department complaint intake form of any complaints related to the activities of an SRO. The Grand Island Police Department complaint intake form will be attached to this agreement.
 - d. Provide premises at each school facility to which an SRO is assigned which is suitable for the performance of the SRO's duties.
 - e. The Superintendent of Schools or designee will meet with the Chief of Police or designee, as needed, concerning the SRO program and request any modification to the duties of the SRO which are deemed reasonable, appropriate, and prudent.
 - f. Provide to the Police Department and the SROs policies of the School District and the student handbook.
8. Standard Operating Procedures. Representatives of the Police Department and the School District shall meet annually to develop Standard Operating Procedures to provide guidance to SROs and School District administrators about daily operations, policies and procedures. It is recommended that both parties jointly develop key components of Standard Operating Procedures using recommendations from the National Center Brief titled School Resource Officers: *Steps to effective school-based law enforcement* on pages 8 and 9, which is located at [www.ncjfcj.org/sites/default/files/SRO Brief.pdf](http://www.ncjfcj.org/sites/default/files/SRO%20Brief.pdf).
9. Chain of Command. As employees of the Police Department, SROs shall follow the chain of command as set forth in the policies and procedures of the Police Department. In the performance of their duties, SRO's shall coordinate and communicate with the home based school administrator of the school to which they are assigned.

10. Revision to number of SROs. The Police Department may at its sole discretion reduce the number of SROs after giving prior notification to the School District. The School District may request assignment of additional SROs subject to approval of the Grand Island City Council. Any adjustments to the number of SROs will be pursuant to the financial terms expressed in 5 (a) above.
11. Duration. This Agreement shall be effective as of the date of execution by both Parties (the "Effective Date") and shall terminate four years after the Effective Date. Either Party may terminate this Agreement by notifying the other in writing of its intention to terminate by July 1 of each year. After notification, the Agreement shall terminate on October 1st. Upon the Parties mutual agreement in writing, this Agreement may be extended for an additional term of four (4) years.
12. Acquisition, ownership and disposal of personal property. All personal property and fixtures acquired and used in the SRO Program shall be owned by the entity which pays for said personal property or fixtures. In the event the SRO Program is terminated the parties shall take possession of their respective personal property and fixtures or said property may be left in place at various City and School District facilities, whichever is mutually agreeable to the parties.
13. Separate entity. The parties agree that no separate entity is created by this Agreement.
14. Choice of Laws. This Agreement shall be construed as accordance with the laws of the State of Nebraska, including, but not limited to, the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq., and the Ordinances of the City with venue in the Courts of Hall County, Nebraska.
15. Entire Agreement. This Agreement shall constitute the entire agreement between the City and School District relating to the SRO Program and may be amended only in writing duly approved, adopted, and executed by the respective parties.
16. Notices. All notices required under the terms and conditions of this Agreement shall be sent to the other party by first class United States mail, postage prepaid and addressed as follows:

City of Grand Island
Attn: Mayor
City Hall
100 East First Street
P.O. Box 1968
Grand Island, NE 68802-1968

Grand Island Public Schools
Attn: Superintendent
Kneale Administration Building
123 S. Webb Road
P.O. Box 4904
Grand Island, NE 68802-4904

17. Fund availability. The City and the School District acknowledge that funding for this Agreement is contingent upon funds being appropriated annually by the Grand Island City Council and funds being appropriated by the School District's Board of Education. This Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of either party.
18. No Third Party Beneficiaries. Nothing in this Agreement shall give or allow any claim or cause of action by any third person or entity.
19. Indemnification. 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, its employees, contractors or agents.
20. Amendment. This Agreement may be modified only by written amendment, duly executed by authorized representatives of the parties. No alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Every amendment shall specify the date on which its provisions shall be effective.
21. Assignment. Neither party may assign its rights under this Agreement without the express prior written consent of the other party.
22. Captions. Captions used in this Agreement are for convenience and not to be used in the construction of this Agreement.
23. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the SRO Program. This Agreement may be amended only in writing, duly approved, adopted and executed by the respective governing bodies of each party.

City of Grand Island, Nebraska

Hall County School District 2,
a/k/a Grand Island Public
Schools

By: _____
Mayor Jeremy Jensen

By: Bonnie M. Hinkle
Bonnie Hinkle, Board of
Education President

Dated: _____

Dated: August 11, 2016

RESOLUTION 2016-198

WHEREAS, the City of Grand Island has assigned school resource officers in the Grand Island Public Schools through an Interlocal agreement with Hall County School District 40-0002; and

WHEREAS, both parties are interested in continuing such police services; and

WHEREAS, it is recommended that a new contract be entered for a four year period from October 1, 2016 through September 30, 2020 with an option to extend such agreement for a period of up to four additional years with governing body approval; and

WHEREAS, Hall County School District No. 40-0002 will pay the City of Grand Island 50% of regular wage and benefits.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Cooperation Agreement for a School Resource Program between the City of Grand Island and Hall County School District No. 40-0002 is hereby approved; and the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
August 19, 2016	☒ City Attorney



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item G-11

#2016-199 - Approving Award of Professional Engineering Consulting Services for Sanitary Sewer Collection System Rehabilitation – Various Locations

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: August 23, 2016

Subject: Approving Award of Professional Engineering Consulting Services for Sanitary Sewer Collection System Rehabilitation – Various Locations

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

Background

A Request for Qualifications (RFQ) for engineering consulting services for Sanitary Sewer Collection System Rehabilitation in various locations of the City was advertised in the Grand Island Independent on May 25, 2016. The RFQ was also sent to fifteen (15) potential firms by the Engineering Division of the Public Works Department.

There are approximately 230 miles of gravity sewer within the City of Grand Island's collection system. The majority of this infrastructure is between 26 and 75 years old, and between 8 and 18 inches in diameter. The majority of the sanitary sewer rehabilitations are related to old clay tile pipe and or damaged / dilapidated manholes.

Discussion

Five (5) submittals were opened on June 23, 2016, reviewed and scored.

Using the evaluation criteria set out in the Request for Qualifications the submittal from Alfred Benesch & Company of Lincoln, Nebraska was scored as the highest ranking firm. Negotiations with the selected firm resulted in an agreed upon amount of \$45,861.82 for such services.

Funds for the consulting services are in the approved 2015/2016 Wastewater Division budget.

Alternatives

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

1. Move to approve

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

Recommendation

City Administration recommends that the Council approve the award of Professional Engineering Consulting Services for Sanitary Sewer Collection System Rehabilitation – Various Locations to Alfred Benesch & Company of Lincoln, Nebraska for an amount not to exceed \$45,861.82.

Sample Motion

Move to approve the award of the proposal.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS
FOR
SANITARY SEWER COLLECTION SYSTEM REHABILITATION**

RFP DUE DATE: June 23, 2016 at 4:00 p.m.
DEPARTMENT: Public Works
PUBLICATION DATE: May 25, 2016
NO. POTENTIAL BIDDERS: 15

SUMMARY OF PROPOSALS RECEIVED

HDR Engineering, Inc.
Omaha, NE

JEO Consulting Group, Inc.
Grand Island, NE

Olsson Associates
Grand Island, NE

Alfred Benesch & Company
Lincoln, NE

EA Engineering, Science and Technology, Inc.
Lincoln, NE

cc: John Collins, Public Works Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent
Tara Bevard, WW Project Manager

Catrina DeLosh, PW Admin. Assist.
Renaë Griffiths, Finance Director
Terry Brown, Assist. PW Director

P1889



Alfred Benesch & Company
825 "M" Street, Suite 100
Lincoln, NE 68508-2958
www.benesch.com
P 402-479-2200
F 402-479-2276

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

August 15, 2016

Re: AGREEMENT FOR PROFESSIONAL SERVICES
Sanitary Sewer Collection System Rehabilitation – Various Locations

Dear Mr. Brown:

Alfred Benesch & Company (Benesch) is pleased to enter into a contract with the City of Grand Island for the Sanitary Sewer Collection System Rehabilitation Project. Our Standard Benesch contract and terms and conditions are attached.

Upon execution of the Contract by the City of Grand Island, Benesch expects to begin performing its services with an Anticipated Start Date: September 1, 2016 and an Anticipated Completion Date: December 30, 2016. The Anticipated Start and Completion dates and any milestone dates are approximate only. Benesch and the City may readjust the project schedule if delays are caused by unknown circumstances.

Please sign the attached Consulting Services Agreement and return one copy to me.

Sincerely:

Alfred Benesch & Company

A handwritten signature in blue ink that reads "Anthony Dirks".

Anthony Dirks, P.E.
Sr. Vice President

CONSULTING SERVICES AGREEMENT

CLIENT	City of Grand Island, NE	Project Name	Sanitary Sewer Collection System
Address	100 East First Street Grand Island, NE 68801		Rehabilitation
Telephone	308-385-5444	Project Location	Various Locatios Grand Island, NE
Client Contact	Terra Bevard	Consultant PM	Frank Doland
Client Job No.		Consultant Job No.	

This AGREEMENT is made by and between City of Grand Island, hereinafter called "CLIENT," and Alfred Benesch & Company, hereinafter called "CONSULTANT", for professional consulting services as specified herein. CONSULTANT agrees to provide CLIENT with requested consulting services more specifically described as follows (or shown in Attachment A):

Shown on Attachment A

The GENERAL CONDITIONS and the following Attachments are hereby made a part of the AGREEMENT:

- Attachment A: Scope of Services and Fee Estimate
 Attachment B: Schedule of Unit Rates
 Attachment C: Overview Exhibit
 or
 Exhibit A: Work Authorizations specifying Method of Payment, Scope, and Fee

By signing this AGREEMENT, CLIENT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. CLIENT further agrees to pay CONSULTANT for services described herein upon receipt of invoice by CLIENT for the CONSULTANT's estimated fee as described below:

- BY LUMP SUM: \$_____.
 BY TIME AND MATERIALS: \$45,861.82.
 BY OTHER PAYMENT METHOD (See Attachment _____): \$_____.
 AS SHOWN ON SERIALLY NUMBERED WORK AUTHORIZATIONS USING EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT:

CLIENT	ALFRED BENESCH & COMPANY
BY: _____	BY: <u>Anthony Dirks</u>
AUTHORIZED REPRESENTATIVE	AUTHORIZED REPRESENTATIVE
PRINT NAME: _____	PRINT NAME: <u>Anthony Dirks</u>
TITLE: _____	TITLE: <u>Sr. Vice President</u>
DATE: _____, 20____	DATE: <u>August 15</u> , 20 <u>16</u>
	BENESCH OFFICE: <u>Lincoln</u>
	ADDRESS: <u>825 M Street, Suite 100</u>
	<u>Lincoln, NE 68508</u>

GENERAL CONDITIONS

SECTION I - SERVICES BY CONSULTANT

1.1 General

CONSULTANT shall provide services under this AGREEMENT only upon request of the CLIENT, and only to the extent defined and required by the CLIENT. These services may include the use of outside services, outside testing laboratories, and special equipment. Attachments to this AGREEMENT are as identified on the signature page to this AGREEMENT or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this AGREEMENT.

1.2 Scope of Services and Fees

The services to be performed by CONSULTANT and the associated fee are attached hereto and made a part of this AGREEMENT or using by serially numbered Work Authorizations, all as identified on the signature page to this AGREEMENT, and shall be performed by the CONSULTANT in accordance with the CLIENT's requirements. It is mutually understood that CONSULTANT'S fee is not a firm contractual amount except the total fee by the CONSULTANT shall not be exceeded unless authorized in writing by the CLIENT. The intent of the Scope of Services is to identify the services to be provided by CONSULTANT. However, it is specifically understood that by written notice to CONSULTANT, CLIENT can decrease or, with concurrence of CONSULTANT, increase the Scope of Services.

SECTION II - PAYMENTS TO CONSULTANT

2.1 Method of Payment

Payment for CONSULTANT'S personnel services and direct expenses shall be expressed in U. S. dollars, and based on the Method of Payment which is identified on the signature page to this AGREEMENT or serially numbered Work Authorizations, attached hereto, and made a part of this AGREEMENT.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by CONSULTANT's personnel shall be based on the hours of chargeable time and in accordance with CONSULTANT's Schedule of Unit Rates, which is identified on the signature page to this AGREEMENT and attached hereto, and made a part of this AGREEMENT.

2.2.2 Chargeable Time

Chargeable time for CONSULTANT's personnel is that portion of their time devoted to providing services requested by CLIENT. Chargeable time for field personnel located away from CONSULTANT's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from CONSULTANT's office to an assigned work site, and return to CONSULTANT's office, is chargeable time; or if more economical for CLIENT, CONSULTANT shall lodge its personnel overnight near the work site in lieu of traveling back to CONSULTANT's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to CONSULTANT for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by CONSULTANT, payment to CONSULTANT by the CLIENT shall be in accordance with CONSULTANT's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this AGREEMENT, Direct Expenses to be contracted and managed by CONSULTANT and payable by CLIENT to CONSULTANT shall include: Outside Services including the services and reimbursable expenses for firms other than CONSULTANT which are necessary for the work the CONSULTANT is directed to perform; Laboratory Tests and related reports necessary for the work the CONSULTANT is directed to perform, either by the CONSULTANT or by an outside service for the CONSULTANT; Special Equipment expenses including the costs of the CONSULTANT locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by CONSULTANT at the time of the request for services which are necessary to enable CONSULTANT to provide the services requested; vehicles furnished by CONSULTANT for CONSULTANT's authorized travels and for CONSULTANT's field personnel; Per Diem expense or actual costs of maintaining CONSULTANT's field personnel on or near the Project site, for each day of field assignment away from CONSULTANT's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 CONSULTANT shall submit monthly invoices for all personnel services and direct expenses under this AGREEMENT and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by CLIENT. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment and the CLIENT will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If CLIENT fails to make payment in full to CONSULTANT within sixty (60) days after the date of the undisputed invoice, CONSULTANT may, after giving seven (7) days' written notice to CLIENT, suspend services under this AGREEMENT until paid in full, including interest. CONSULTANT shall have no liability to CLIENT for delays or damages caused by such suspension of services. CLIENT agrees to pay all costs of collection, including reasonable attorney's fees, incurred by CONSULTANT as a result of CLIENT's failure to make payments in accordance with this AGREEMENT. No final plans, documents or reports will be released for any purpose until CONSULTANT has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with CONSULTANT's costs of doing business, subject to CLIENT's review and concurrence.

SECTION III - Term of Agreement

3.1 Term

CONSULTANT's obligations to perform under this AGREEMENT shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

CLIENT shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of AGREEMENT

3.3.1 Termination with Cause

The obligation to provide further services under this AGREEMENT may be terminated with cause by either party. In the event of such termination, either party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. In the event of termination by CONSULTANT caused by failure of the CLIENT to perform in accordance with the terms of this AGREEMENT, CLIENT shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this AGREEMENT to the CLIENT upon receipt of final payment. In the event of termination by the CLIENT caused by failure by CONSULTANT to perform in accordance with the terms of this AGREEMENT, CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination and provide information and documents developed under the terms of this AGREEMENT to the CLIENT. Upon receipt of all other information and documents, CLIENT shall pay CONSULTANT for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this AGREEMENT without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, CONSULTANT shall prepare a progress report, including information as to all the services performed by CONSULTANT and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this AGREEMENT to the CLIENT upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or AGREEMENT Termination

If CLIENT abandons requested work or terminates this

AGREEMENT, CONSULTANT shall be paid on the basis of work completed to the date of abandonment or effective date of termination. CONSULTANT shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION IV - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which CONSULTANT shall provide hereunder shall be subject to the oversight and general guidance of CLIENT.

4.1.2 While upon the premises of CLIENT or property under its control, all employees, agents, and subconsultants of CONSULTANT shall be subject to CLIENT's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, CONSULTANT shall be and remain an independent Consultant and that the employees, agents or subconsultants of CONSULTANT shall not be considered employees of or subject to the direction and control of CLIENT. CONSULTANT shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 CONSULTANT shall furnish CLIENT a certificate of insurance upon request showing amounts and types of insurance carried by CONSULTANT, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by CONSULTANT under this AGREEMENT it will give CLIENT notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.3 Successors and Assigns

4.3.1 CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

4.3.2 Neither CONSULTANT nor CLIENT shall assign 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 party, except as stated in paragraph 4.3.1 and except to the extent that 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 CONSULTANT from employing such independent consultants, associates, and subconsultant's as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than CLIENT and CONSULTANT except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 CONSULTANT shall comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations

relating to the performance of the services CONSULTANT is to perform under this AGREEMENT.

4.4.2 Neither the CONSULTANT nor the CONSULTANT's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this AGREEMENT with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by CLIENT prior to this AGREEMENT shall remain CLIENT's property. CONSULTANT shall be permitted to rely on CLIENT furnished documents and CLIENT shall make available to CONSULTANT copies of these materials as necessary for the CONSULTANT to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and subconsultants) under this AGREEMENT, are instruments of service in respect to the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and the occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Further, CONSULTANT makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by CONSULTANT in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to CLIENT. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's independent professional associates or subconsultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

4.6 Severability

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4.7 Location of Underground Utilities

It shall be the CLIENT's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the CLIENT elects not to assume this responsibility, CLIENT shall notify CONSULTANT and shall compensate CONSULTANT for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. CLIENT shall indemnify and hold CONSULTANT harmless

from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, CONSULTANT will not begin work until this has been accomplished.

4.8 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

4.9 CONSULTANT's Personnel at Project Site

4.9.1 The presence or duties of the CONSULTANT personnel at a Project site, whether as onsite representatives or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except CONSULTANT's own personnel.

4.9.2 The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed work will conform generally to the project documents and that the integrity of the design concept as reflected in the project documents has been implemented and preserved by the contractor(s). CONSULTANT neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.10 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the CONSULTANT 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. CONSULTANT's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgments as an experienced and qualified professional consultant familiar with the construction industry. CONSULTANT makes no warranty that the CLIENT's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the CONSULTANT's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor.

4.11 Disposition of Samples and Equipment

4.11.1 Disposition of Samples

No samples and/or materials will be kept by CONSULTANT longer than thirty (30) days after submission of the final report unless agreed otherwise.

4.11.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, CONSULTANT will, after completion of testing, return such samples and materials to CLIENT, or have the samples and materials disposed of in accordance with CLIENT's directions and all applicable laws. CLIENT agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. CLIENT recognizes and agrees that CONSULTANT at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

4.11.3 Contaminated Equipment

All laboratory and field equipment contaminated in CONSULTANT's performance of services will be cleaned at CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of CLIENT. At CLIENT's expense, such equipment shall be delivered to CLIENT, or disposed of in the same manner specified in 4.11.2 above. CLIENT agrees to pay CONSULTANT the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to CLIENT pursuant to this AGREEMENT.

4.12 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.12.1 If CONSULTANT, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of CONSULTANT's services will be reconsidered and that this AGREEMENT shall immediately become subject to renegotiation or termination.

4.12.2 In the event that the AGREEMENT is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that CONSULTANT shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this AGREEMENT, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.12.3 CLIENT also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. CLIENT authorizes CONSULTANT to take measures that in CONSULTANT's sole judgment are justified to preserve and protect the health and safety of CONSULTANT's personnel and the public. CLIENT agrees to compensate CONSULTANT for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon CONSULTANT any duties or obligations other than those imposed by law.

SECTION V - Professional Responsibility

5.1 Performance of Services

CLIENT acknowledges that the performance of professional services is not an exact science, and errors and omissions may occur that are within the industry standard of practice which states that CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, or otherwise.

5.2 Limitation of Liability

CLIENT and CONSULTANT agree to allocate certain of the risks so that, to the fullest extent permitted by law, CONSULTANT's total liability to CLIENT is limited to the available limit of CONSULTANT's insurance coverage or the total fee for Services rendered on this Project, whichever is less, this being the CLIENT's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

CLIENT and CONSULTANT agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and, subconsultants harmless from and against any and all claims, damages, losses and expenses, defense costs including attorneys' fees, and court or arbitration costs and other liabilities arising out of or resulting from, wholly or in part, the performance of CONSULTANT's services hereunder; provided that CLIENT shall not indemnify CONSULTANT against liability for damages or expenses to the extent caused by the negligence of CONSULTANT, its officers, directors, employees, or subcontractors.

5.5 No Third Party Beneficiaries

CLIENT and CONSULTANT expressly agree that AGREEMENT does not confer upon any third party any rights as beneficiary to this AGREEMENT. CONSULTANT accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

CLIENT agrees that CONSULTANT's services and work products are for the exclusive present use of CLIENT. CLIENT agrees that CONSULTANT's compliance with any request by CLIENT to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this AGREEMENT nor does it create or confer any third party beneficiary rights on any third party.

SECTION VI - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

modifications, extensions, terminations, or waivers of this agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this AGREEMENT, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this AGREEMENT are for the convenience of reference only and shall not affect the construction of this AGREEMENT

6.4 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that each dispute, claim or controversy arising from or related to this AGREEMENT or the relationships which result from this AGREEMENT shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

Furthermore, in no circumstances shall a party to this AGREEMENT be joined by the other party to any other lawsuit, dispute or legal proceeding involving a party and any of the party's, consultants, subconsultants, lower tier subconsultants, other design professionals, construction managers, or other individuals or entities unless the parties agree to be joined in writing.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

6.5 Governing Law

This AGREEMENT is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this AGREEMENT shall be governed by the laws of the State of Illinois.

6.6 Entire Agreement

This AGREEMENT, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire AGREEMENT between the parties hereto and no changes,

Std S Client Agree
October 2015

ATTACHMENT A
SCOPE OF SERVICES

DESIGN PROFESSIONAL:

Owner: City of Grand Island, Nebraska
Project: Sanitary Sewer Collection System Rehabilitation – Various Locations
City Project No:

I. GENERAL

The following paragraphs provide a general description of the Work required of this Scope of Services. Subsequent paragraphs describe in detail the professional services to be provided by DESIGN PROFESSIONAL to facilitate the design of the sanitary sewer collection system rehabilitation located in various locations

- A. The Project. The City of Grand Island, Nebraska is contracting with DESIGN PROFESSIONAL to provide the necessary professional services.
- B. Project Description/ Location. The CITY is undertaking the Project at locations as shown on the attached overview exhibit for sewer rehabilitation.
- C. Follow-On Phases. At the discretion of the CITY, and after completion of the bidding phase of the Project, the DESIGN PROFESSIONAL may be requested to provide additional services related to the construction phase of the Project.
- D. General Description of Activities. The Basic Scope of Services to be performed by DESIGN PROFESSIONAL consists of professional design and bidding phase services for sanitary sewer collection system rehabilitation at various locations. The Work consists of the following professional services:
 1. The DESIGN PROFESSIONAL shall review data and perform investigations to identify and quantify structural deficiencies, develop rehabilitation recommendations, and prepare construction contract documents to improve the reliability and performance of the sanitary sewer collection system.
- E. Task Series Listing. This Basic Scope of Services is organized under the following Task Series:
 1. Task Series 100 – Project Management and Administration
 2. Task Series 200 – Field Data Evaluation and Rehabilitation Recommendations
 3. Task Series 300 – Develop Construction Contract Documents
 4. Task Series 400 – Bid Phase Services
 5. Task Series 500 –Public Involvement and Neighborhood Coordination

- F. Explicit Responsibilities. The Basic Scope of Services explicitly sets forth what DESIGN PROFESSIONAL shall perform and does not implicitly put any additional responsibilities or duties upon DESIGN PROFESSIONAL. The DESIGN PROFESSIONAL agrees to provide the specific Basic Services as identified herein. Work not specifically discussed herein shall not be performed without an amendment or shall be provided as Additional Services upon written authorization from the CITY.
- G. Construction Procurement. Design documents developed by DESIGN PROFESSIONAL will be of sufficient detail for the CITY to obtain bids through a conventional bidding process. Two sets of Construction Contract Documents will be developed for up to two construction projects built by general contractors.

II. BASIC SCOPE OF SERVICES

The following Task Series describe the Basic Scope of Services to be provided by the DESIGN PROFESSIONAL under the Project.

TASK SERIES 100 - PROJECT MANAGEMENT AND ADMINISTRATION

The purpose of Project Management and Administration will be to manage, direct and oversee each element of Basic Services identified herein and subcontractors employed by the DESIGN PROFESSIONAL in completion of the Work. The following management activities will be provided by DESIGN PROFESSIONAL.

Task 101 Project Management Services

Provide project management services necessary throughout the project to successfully manage and complete the work, including project correspondence and consultation with CITY Staff; supervision and coordination of services; implementation of a project specific Work Plan; scheduling and assignment of personnel resources; continuous monitoring of work progress; and maintenance of project controls.

Task 102 Monthly Invoicing and Project Status Reports

Prepare and submit monthly invoices on a form acceptable to the CITY and provide a monthly project status report in a format that is acceptable to the City, which shall accompany the monthly invoice submittal. The CITY may elect to provide a template for the project status report. Each invoice by DESIGN PROFESSIONAL and subcontractors shall be broken down by task series. The monthly project status report shall identify work performed by DESIGN PROFESSIONAL, the work activities anticipated to be performed the next month, action items required by CITY, potential project scope variances with corrective action, a general assessment of DESIGN PROFESSIONAL's ability to meet project schedule milestones, including identification of any delays beyond its control, an estimate of work percent completion for each Task Series in the Basic Scope of Services based on the work completed. A short narrative shall be provided to describe the work activity performed for each task within each Task Series.

Task 103 Quality Control

DESIGN PROFESSIONAL's Quality Control Program will be implemented on all phases of the project to provide an independent review of the work. Quality control reviews will include checks for conformance with regulatory agency requirements, completeness and correctness of evaluations, design accuracy, feasibility of implementing recommendations, and adherence to contract requirements.

Task 104 Bi-Monthly Progress Meetings

Participate in up to six (6) progress meetings with CITY to provide updates on work progress, budget and schedule status, current issues, variances in the potential scope of work. Anticipated future activities and CITY action items will be discussed. Prepare and submit an agenda to CITY prior to each meeting and prepare/distribute meeting minutes no later than one week after each meeting. Meetings will be primarily facilitated through conference calls. Meetings will be primarily facilitated through conference calls. One meeting every other month will be held in person at the City of Grand Island Public Works Conference Room; time and day to be determined.

TASK SERIES 200 - FILED DATA EVALUATION AND REHABILITATION RECOMMENDATIONS**Task 201 Field Data Review**

Review CCTV inspection tapes and data provided by the CITY. The reviews should identify defects in main sewers, manholes, and service laterals, as well as, private defects.

(Assume 8 hours of video to be reviewed)

Task 202 Utility Coordination

DESIGN PROFESSIONAL shall provide for the communication with the utilities in the project area including notifications, requests for facility information and meetings to discuss the project. The Design Professional shall conduct up to two (2) utility coordination meetings, coordinated with the CITY, to review the proposed plans and identify impacts and potential relocation plans for the existing utilities. DESIGN PROFESSIONAL shall prepare and distribute meeting minutes. Based on information obtained from the utilities and the utility coordination meeting the DESIGN PROFESSIONAL shall input utility locations into CADD.

TASK SERIES 300 – DEVELOP CONSTRUCTION CONTRACT DOCUMENTS**Task 301 Develop 60% Design Schedules and Drawings**

After submittal of the final report, prepare 60% design schedules and drawings for review by CITY. The 60% design schedules and drawings shall include a draft of the final rehabilitation maps and schedules for manhole, mainline, and private lateral rehabilitation within the City right of way or permanent sanitary sewer easement.

Surveyors will shoot all manholes, included in the project. Maps for rehabilitation will be generated from the City's GIS data, and will be appendices to the specifications. (Assume 10 hrs. in field and 10 hours in office)

Maps will include City's ortho photo data, all manhole numbers, and will highlight manholes and mainlines to be rehabilitated. Location of service laterals will be tabulated on the maps. Prepare point repair drawings including required easements.

The DESIGN PROFESSIONAL's services shall be based on the following understandings:

1. All of the sewer lines are located within rights of way or existing permanent easements.
2. Construction Contractors will have right of ingress and egress during construction and assume no legal descriptions for temporary construction easements will be required. Contractor will coordinate any other access needs directly with adjacent property owners.
3. Lateral line rehabilitation performed in the right-of-way, if any, may be from the sewer main to approximate right-of-way line, as determined by the City. Right-of-way line shall be located based upon the City's GIS data and shown in the plans. A Unit Price item will be included for lateral line rehabilitation in future construction contracts.
4. Lateral line rehabilitation performed in mainline sewer easements, if any, may consist of rehabilitation of the mainline lateral connection and rehabilitation of a portion of the lower lateral, to the edge of easement, as determined by the City. Easement limits shall be established utilizing the City's GIS data.
5. Detailed survey data will be collected for all utilities in the vicinity of city pipe and siphon 22005, which is located at the intersection of Market Street and 6th Street East. Several downstream sanitary manholes will also be shot to investigate the possibility of re-routing the sanitary line to eliminate the siphon.

Task 302 60% Opinion of Probable Construction Cost

Prepare an updated opinion of probable construction cost based on the 60% Design documents developed and any comments received from the CITY from its review of the Preliminary Opinion of Probable Construction Cost.

Task 303 60% Submittals

Submit two hard copies and PDFs of 60% design documents and cost opinion for review by CITY. Attend one meeting with the CITY to discuss any comments or final changes to the design at the 60% complete phase. Incorporate review comments into the 90% and final Construction Contract Documents as necessary.

Task 304 90% Design

The DESIGN PROFESSIONAL shall incorporate review comments from CITY's review of the 60% design documents and shall prepare and submit 90% Contract Documents for review by CITY. The purpose of the 90% submittal is to provide the CITY the opportunity to review the schedules, plans, specifications, and appurtenant material prior to submitting for regulatory review and bidding the project for construction. The 90% documents shall include the final rehabilitation drawings, maps, and schedules for manhole, mainline and private lateral connection rehabilitation. CITY staff shall be responsible for development of the Project Manual (specifications), including the standard "front end" documents. The DESIGN PROFESSIONAL shall provide specification. Technical Specifications Project Requirements to CITY. CITY shall submit the Project Manual to DESIGN PROFESSIONAL for review, comment, and final development.

Task 305 Submit 90% Opinion of Probable Construction Cost

Prepare an updated opinion of probable construction cost based on the 90% Contract Documents developed and any comments received from the CITY of its review of the 60% Opinion of Probable Cost submitted. The 90% cost opinion shall be Class 1 consistent with AACE standards; the expected accuracy on the low end shall be -3 to -10 percent and the expected accuracy on the high end shall be from +3 to +15 percent.

Task 306 Submit 90% Construction Contract Documents

Submit the following for CITY review:

1. Four (4) printed and bound sets of 90% plans, maps, and schedules.
2. Four (4) printed and bound sets of 90% technical specifications.
3. Four (4) printed and bound sets of the 90% Opinion of Probable Cost.
4. PDF files of plans, specifications, and 90% Opinion of Probable Cost

The CITY will distribute plans to the appropriate CITY departments and staff for review. Conduct a one day review meeting with the CITY to discuss any comments or final changes to the 90% design documents. Incorporate review comments into the final Construction Contract Documents as necessary.

Task 307 90% Review Meeting

Attend one meeting with the CITY to discuss any comments or final changes to the 90% design documents. Incorporate review comments into the final Construction Contract Documents as necessary.

Task 308 Final Construction Contract Documents

Address review comments received from the CITY related to the 90% design completion submittal and prepare final Contract Documents including rehabilitation drawings, maps, schedules, and specifications, sealed by a registered professional engineer licensed in the State of Nebraska.

Task 309 Opinion of Probable Construction Cost

Update the 90% Class 1 cost opinion based on the Final Bidding and Construction Contract Documents and any comments received from the CITY on the 90% design submittal.

Task 310 Deliverables

Submit the following final deliverables:

1. Drawings, Maps, and Schedules: 4 copies; all copies – “D” size and properly bound.
2. Electronic Contract Drawings: 1 copy; all copies
3. Contract Specifications: 4 copies; all copies - 8 ½” x 11” size and properly bound.
4. Electronic Contract Specifications: 1 copy; all copies – PDF.
5. Recommended Improvements Layout Map: 2 copies; all copies – “D” size.

6. Electronic Recommended Improvements Layout Map: 1 copy; all copies – PDF.
7. Final Opinion of Probable Cost.

TASK SERIES 400 - BID PHASE SERVICES

Task 401 Pre-Bid Conference

Attend a pre-bid meeting, respond to questions regarding interpretation of contract drawings, specifications and technical issues, issue addenda, evaluate bids, and make recommendation of award. Project advertisement will have a maximum duration of 30 days.

1. Attend a pre-bid meeting at a date, time and place provided by the CITY. ENGINEER to prepare agenda and run meeting with assistance from the CITY.
2. Assist the CITY with interpretation of the Contract Documents and prepare addenda (up to three) as may be required during bid advertisement period to clarify Contract Documents. ENGINEER will issue addenda.
3. Consult with and advise CITY as to the acceptability of the apparent successful bidder and the proposed major or specialty subcontractors. The review and evaluation will include such factors as work previously completed for the CITY, work completed for others, contractor's proposed project manager and superintendent, financial resources, technical experience, responses from references and other relevant facts. CITY shall provide one copy of each bid as well as a bid tab to DESIGN PROFESSIONAL for evaluation.
4. Make written recommendation regarding the award of construction contract.

Task 402 Review and Process Substitutions and Or Equals

Review and recommend the acceptance or rejection of material submitted by CONTRACTOR for substitution or equal to a named item specified in the Construction Contract Documents to the CITY. To establish basis for DESIGN PROFESSIONAL's compensation up to 3 request for substitution or requests for approvals of equivalent materials or equipment are budgeted.

Task 403 Submit Engineer's Opinion of Probable Construction Cost

The cost opinion shall be submitted on the bidding form included in the bidding documents and provided to the CITY in a sealed envelope. The level of accuracy shall be the same as that for the final estimate.

Task 404 Conforming Documents

Incorporate all addenda issued during Bidding Services into the Contract Drawings and Specifications. Provide 2 half-size and 2 full-size sets of Conformed Drawings and 2 sets of Conformed Specifications to the CITY. Contract Documents will also be furnished electronically on DVD in PDF format.

**TASK SERIES 500 - PUBLIC INVOLVEMENT AND NEIGHBORHOOD
COORDINATION****Task 501 Communication with Property Owners**

Prepare flyers and door hangars to advise residents and businesses that will be affected by sewer rehabilitation project. Design Engineer will follow up with personal contact to each effected adjacent property to assure all are aware of when use of sanitary facilities will be prohibited.

Assist CITY with responding to inquiries from businesses and property owners throughout the duration of the project. Document communications with property owners and promptly provide copies of said documentation to CITY. CITY shall respond to requests for information from public officials and the media. (Assume 20 hours of effort)

III. THE FOLLOWING SERVICES ARE NOT INCLUDED IN THIS SCOPE:

- A. Conducting additional topographic survey in excess of the quantity defined in the Basic Scope of Services or horizontal control survey to establish the base for layout of property and lot lines for properties anticipated to require new easements, if required.
- B. Performance of environmental site assessments or geotechnical investigations and testing, including test borings and street corings, if required.
- C. Preparation of applications and obtain additional permits and environmental clearances other than those specifically listed in this scope of services, including but not limited to U.S. Army Corps of Engineers Clean Water Act Section 401 and 404 permits, if required.
- D. Preparation for litigation, arbitration, or other legal or administrative proceedings; or appear in court or at arbitration sessions in connection with bid protests.
- E. Revisions to Contract Documents or assisting with re-bidding the project due to actual bid prices being greater than the City's budget.
- F. Performance of construction phase administration and observation services.
- G. Preparation of as-built record drawings and rehabilitation schedules after construction, if required.
- H. Submission of final project drawings and contract specifications and construction permit application and fee to Nebraska Department of Environmental Quality (NDEQ) office for review and approval as required for issuance of construction permit.
- I. Providing additional public outreach and notification or attend public hearings or special boards, if required, including but not limited to additional effort responding to inquiries from property owners and public officials during the duration of the field investigation, design and bid phases of the project beyond the quantity defined in Task Series 300 of the Basic Scope of Services.

V. CITY’S RESPONSIBILITIES

CITY will furnish, as required by Basic Services and not at the expense of the DESIGN PROFESSIONAL, the following items:

- A. Provide assistance by placing at DESIGN PROFESSIONAL’s disposal available information pertinent to the assignment, including GIS data, CCTV and manhole inspection data, previous reports, drawings, specifications, and any other data relative thereto other information will be provided within thirty (30) calendar days of receipt of a written request by DESIGN PROFESSIONAL.
- B. CITY’s Project Manager will coordinate meetings between City staff and the DESIGN PROFESSIONAL.
- C. Bidding Services. CITY will provide the following bidding phase services:
 - 1. Advertise construction contract documents to solicit bids and distribute addenda.
 - 2. Assist in the conducting the pre-bid conference.
 - 3. The CITY will reproduce and submit Construction Contract Documents and construction permit application to NDEQ for approval.

(End of Scope of Services)



NO.	REVISIONS	DATE

RESOLUTION 2016-199

WHEREAS, the City Of Grand Island invited submittals for professional engineering consulting services for Sanitary Sewer Collection System Rehabilitation in various locations in the City, according to the Request For Qualifications (RFQ) on file with the Engineering Division of the Public Works Department; and

WHEREAS, on June 23, 2016 submittals were received, reviewed, and evaluated in accordance with established criteria in the RFQ; and

WHEREAS, Alfred Benesch & Company of Lincoln, Nebraska submitted qualifications in accordance with the terms of the Request for Qualifications and all statutory requirements contained therein and the City Procurement Code with the work performed at an amount not to exceed \$45,861.82.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the submittal from Alfred Benesch & Company of Lincoln, Nebraska for professional engineering consulting services for Sanitary Sewer Collection System Rehabilitation in various locations in the City is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
August 19, 2016	☒ City Attorney



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item G-12

**#2016-200 - Approving Bid Award of Yard Sprinkler Systems -
Reconstruct; Project No. 2016-WWTP-2 at the Wastewater
Treatment Plant**

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: August 23, 2016

Subject: Approving Bid Award of Yard Sprinkler Systems - Reconstruct; Project No. 2016-WWTP-2 at the Wastewater Treatment Plant

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

Background

On July 14, 2016 the Engineering Division of the Public Works Department advertised for bids for a Yard Sprinkler Systems Reconstruct; Project No. 2016-WWTP-2.

The Yard Sprinkler System – Reconstruct is the beginning work establishing new and existing irrigation system in yard areas around newly constructed facilities with the recently completed Headworks project. The new system will irrigate approximately five (5) acres. City staff is currently reconditioning the electrical control cabinet and irrigation well to provide efficiencies in the pumping system. Seeding, sodding, landscaping, and concrete drive work will occur at a later date.

Discussion

Two (2) bids were received and opened on August 3, 2016. The Engineering Division of the Public Works Department and the Purchasing Division of the City Attorney’s Office have reviewed the bids that were received. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid Price</i>
Tilley Sprinkler & Landscaping of Grand Island, NE	Yes	\$31,761.00
BWJW Enterprises, Inc. of Grand Island, NE	Yes	\$36,000.00

The contractor noted an exception on water volume and pressure, which will be accommodated by the type of irrigation well placed by the City.

Funds are available in Account No. 53030054-85213-53003.

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 Tilley Sprinkler & Landscaping of Grand Island, Nebraska in the amount of \$31,761.00.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: August 3, 2016 at 2:00 p.m.
FOR: Yard Sprinkler Systems – Reconstruct Project 2016-WWTP-2
DEPARTMENT: Public Works
ESTIMATE: \$150,000.00
FUND/ACCOUNT: 53030054-85213-53003
PUBLICATION DATE: July 21, 2016
NO. POTENTIAL BIDDERS: 8

SUMMARY

Bidder:	<u>BWSJW Enterprises</u> Grand Island, NE	<u>Tilley Sprinkler Systems & Landscaping</u> Grand Island, NE
Bid Security:	Cahier's Check	Island Insurance Co.
Exceptions:	Noted	Noted
Bid Price:	\$36,000.00	\$31,761.00

cc: Joihn Collins, Public Works Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent
Roger Scott, PW Engineering Technician

Catrina DeLosh, PW Admin. Assist.
Renae Griffiths, Finance Director
Marvin Strong, WWTP Engineer

P1901

CONTRACT AGREEMENT
YARD SPRINKLER SYSTEMS - RECONSTRUCT
CITY OF GRAND ISLAND, NEBRASKA

THIS AGREEMENT made and entered into, by and between Tilley Sprinklers & Landscaping hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for construction of Yard Sprinkler Systems – Reconstruct, Project 2016-WWTP-2; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's Bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct 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 the Contractor's Bid;

ARTICLE II. That the City shall pay to the Contractor for the performance of the sanitary sewer work embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of **Thirty One Thousand Seven Hundred Sixty One & 00/100 Dollars (\$31,761.00)**, for all work covered by and included in the Contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. All materials and supplies shall be furnished by the City but the Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor for the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor agrees to make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project thereof. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished project.

ARTICLE IV. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE V. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability and to comply at all times with all applicable state and federal civil rights acts and executive orders of the President of the United States.

ARTICLE VI. Every public contractor and their subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE VII. City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE VIII. It is understood and agreed that time is the essence of the Contract. No work shall commence until the Certificate of Insurance and bonds (when required) are approved by the City, the Contract is executed, the erosion control plan has been submitted, and a Notice to Proceed is issued. The Contractor shall coordinate with the City of Grand Island relative to scheduling work. All work, including restoration, shall be completed within by May 1, 2017.

ARTICLE IX. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace and to provide a copy of its policy to the City upon request.

ARTICLE X. The City reserves the right to terminate this contract at any time upon sixty (60) days notice. If the contract is terminated, the contractor will be compensated for any services rendered to date of termination.

ARTICLE XI. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE XII. LB 403: Every public consultant and his, her or its subconsultants who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement.

TILLEY SPRINKLERS & LANDSCAPING

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____ Date _____
Mayor

Attest: _____ Date _____
City Clerk

The contract and bond are in due form according to law and are hereby approved.

_____ Date _____
Attorney for the City

APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subconsultants, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subagreement, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
 - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subagreement or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION 2016-200

WHEREAS, the City of Grand Island invited sealed bids for a Yard Sprinkler Systems Reconstruct; Project No. 2016-WWTP-2 at the Wastewater Treatment Plant, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on August 3, 2016 bids were received, opened, and reviewed; and

WHEREAS, Tilley Sprinkler & Landscaping of Grand Island, Nebraska submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$31,761.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Tilley Sprinkler & Landscaping of Grand Island, Nebraska in the amount of \$31,761.00 for Yard Sprinkler Systems Reconstruct; Project No. 2016-WWTP-2 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
August 19, 2016	☒ City Attorney



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item G-13

#2016-201 - Approving Authorization for Urgent Sanitary Sewer Repair to Serve the Anderson Building at the Nebraska Veterans Home

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

Council Agenda Memo

From: Marvin Strong PE, Wastewater Treatment Plant Engineer

Meeting: August 23, 2016

Subject: Approving Authorization for Urgent Sanitary Sewer Repair to Serve the Anderson Building at the Nebraska Veterans Home

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

Background

It was recently discovered that a private sanitary sewer line serving the Anderson Building at the Nebraska Veterans Home (NVH) is connected to a City storm sewer inlet on the north side of Capital Avenue near Custer Avenue.

In order to facilitate a proper reroute of the NVH's sanitary sewer the Wastewater Division contacted four (4) contractors to obtain quotes on construction involving extension of a new 12 inch sanitary sewer service line north from the North Interceptor Phase II manhole which is located on the north side of Capital Avenue at Custer Avenue.

Discussion

Urgent construction is requested so as to provide a sanitary sewer connection that will facilitate removal of the existing storm sewer manhole connection. It should also be noted that a sewage smell has been detected in this area near the new Hike/Bike trail.

The 12 inch sanitary sewer service line will be in place to allow for future development of this area, and provide a new connection point for the Anderson Building at the Nebraska Veterans Home to properly reroute their private sanitary sewer discharge.

The Diamond Engineering Company of Grand Island, Nebraska has quoted such work at a cost of \$29,846.64, and is recommended for approval to perform the repairs.

Three other contractors were contacted to solicit quotes from; SJ Louis Construction of Rockville, Minnesota submitted a quote in the amount of \$93,475.00, Myers Construction of Broken Bow, Nebraska submitted a quote in the amount of \$95,276.00, and The Starostka Group declined to submit a quote based on their heavy work load at the present time.

Since the total is over \$20,000.00 council approval is necessary.

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 quote submitted by The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$29,846.64 to perform the necessary urgent repairs.

Sample Motion

Move to approve the resolution.

RESOLUTION 2016-201

WHEREAS, it is necessary for the Wastewater Division of the Public Works Department to perform urgent sanitary sewer repairs so as to provide a sanitary sewer connection that will facilitate removal of the existing storm sewer manhole connection serving the Anderson Building at the Nebraska Veterans Home (NVH); and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska has provided a quote in the amount of \$29,846.64 to perform the necessary repairs; and

WHEREAS, three (3) other contractors were contacted to solicit quotes from; SJ Louis Construction of Rockville, Minnesota submitted a quote in the amount of \$93,475.00, Myers Construction of Broken Bow, Nebraska submitted a quote in the amount of \$95,276.00, and The Starostka Group declined to submit a quote based on their heavy work load at the present time.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that quote submitted by The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$29,846.64 to perform the necessary urgent repairs is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
August 19, 2016	☒ City Attorney



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item G-14

#2016-202 - Approving Certification of Final Completion for Pavement Lifting and Stabilization with Polyurethane Foam on South Locust Street from Lake Street to the Diversion Bridge

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: August 23, 2016

Subject: Approving Certification of Final Completion for Pavement Lifting and Stabilization with Polyurethane Foam on South Locust from Lake St to Diversion Bridge

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

Background

The project involved using polyurethane foam to lift and stabilize the pavement by compressing the base material. The entire northbound lanes were stabilized and isolated areas lifted up to 4 inches. This section took more quantities than estimated but was the worst of the two sections. A number of isolated areas for southbound were successfully stabilized including three large swales were removed near the Honda Power Equipment entrance.

Concrete panels needing lifted are in deflection, the act of lifting “bends” the concrete back into position exposing small cracks; these new cracks will need crack sealed this fall/winter. Areas where the concrete already had holes or large cracks were patched following the completion of the project. One panel on the northbound, outside lane just north of Lake St had settled and cracked in a manner that was not restorable with this method and will need further attention in the future.

Overall, the project’s goal of improving safety of the roadway was achieved by reducing the unevenness between panels and minimizing the bouncing action when traversing the swales in the roadway. Stabilizing or void filling will reduce the movement of the concrete in areas that are currently in good condition.

The City Council awarded the bid for the maintenance project to Thrasher, Inc. of LaVista, Nebraska on June 14, 2016 in the amount of \$250,500. Work on the project commenced July 12, 2016 with final completion on August 3, 2016.

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 \$250,500.

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 Pavement Lifting and Stabilization with Polyurethane Foam on South Locust from Lake St to Diversion Bridge.

Sample Motion

Move to approve the Certificate of Final Completion for Pavement Lifting and Stabilization with Polyurethane Foam on South Locust from Lake St to Diversion Bridge.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

PAVEMENT LIFTING & STABILIZATION WITH POLYURETHANE FOAM
 South Locust St. from Lake St to Diversion Bridge
 CITY OF GRAND ISLAND, NEBRASKA
 August 23, 2016

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

This is to certify that PAVEMENT LIFTING & STABILIZATION WITH POLYURETHANE FOAM - South Locust St. from Lake St to Diversion Bridge has been fully completed by Thrasher Inc. of LaVista, Nebraska under the contract dated July 5, 2016. 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.

		Quantities		Total Amount	
Description		Placed	Unit	Price Bid	Completed
Bid Section A – Northbound Lanes with Right Turn Lane					
1	Pavement Lifting & Stabilization	43,261	LB	\$ 5.50	\$ 237,935.50
2	Traffic Control	1	LS	\$ 0.00	\$ 0.00
3	Mobilization/Demobilization	1	LS	\$ 1,500.00	\$ 1,500.00
					\$ 239,435.50
Bid Section B – Southbound Lanes					
1	Pavement Lifting & Stabilization	1,739	LB	\$ 5.50	\$ 9,564.50
2	Traffic Control	4.00	LS	\$ 0.00	\$ 0.00
3	Mobilization/Demobilization	1.00	LS	\$ 1,500.00	\$ 1,500.00
					\$ 10,064.50
THRASHER INC. =					\$ 250,500.00

ADDITIONAL PROJECT COSTS – none

Total Cost - \$250,500.00

I hereby recommend that the Engineer's Certificate of Final Completion for PAVEMENT LIFTING & STABILIZATION WITH POLYURETHANE FOAM - South Locust St. from Lake St to Diversion Bridge be approved.

 John Collins, PE - City Engineer/Public Works Director

 Jeremy L. Jensen – Mayor

RESOLUTION 2016-202

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for Pavement Lifting & Stabilization with Polyurethane Foam – South Locust St from Lake St. to Diversion Bridge certifying that Thrasher Inc. of LaVista, Nebraska, under contract, has completed the project.

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 Pavement Lifting & Stabilization with Polyurethane Foam – South Locust St from Lake St. to Diversion Bridge, in the amount of \$250,500 is hereby confirmed.

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 19, 2016	☐ City Attorney



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item G-15

#2016-203 - Approving Application for the Nebraska Public Transportation Assistance Program

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: August 23, 2016

Subject: Approving Application for the Nebraska Public Transportation Assistance Program

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

Background

On June 14, 2016 via Resolution No. 2016-138 City Council approved the agreement between the City and Senior Citizens Industries, Inc. of Grand Island, Nebraska for public transit services. Such approval consisted of an agreement providing compensation to Senior Citizens Industries, Inc. in the total amount of \$638,430 for the period of July 1, 2016 to June 30, 2017. The City has the option to renew the agreement for a maximum of two years beyond June 30, 2017 in increments of two months. Compensation for the extended service is at the following monthly rates: July 1, 2017 through June 30, 2018 - \$54,798.64 per month and July 1, 2018 through June 30, 2019 – \$56,442.60. Service will be provided both in the City of Grand Island and County of Hall via a unified system operated by Senior Citizens Industries, Inc.

City Council approved Resolution No. 2016-163 on July 12, 2016 which provided for an amendment to the Interlocal Agreement for Public Transportation Services between the City and Hall County. The County will remit and pay, on a quarterly basis, to the City an amount equal to the County's required Federal Section 5311 match obligation together with an amount equal to the Federal 5311 Funds received by the County in the calendar quarter. Beginning July 2017, and each year thereafter and upon termination of the agreement the parties shall audit the amount of Federal Section 5311 Funds received by the County and the City's transit service provider and the County's Section 5311 and 5311 match payments to the City, any overpayments made or underpayments to be corrected will be trued-up.

Discussion

Funds are available through the State of Nebraska Public Transportation Assistance Program to aid the City financially in providing public transit services. The maximum amount of state funds the City is eligible for through this funding is \$152,385.00 for the period of July 1, 2016 to June 30, 2017, which is the requested amount on the attached application. The state funds will be used towards the City's local matching obligation for Section 5307 Urban Transit funds. Upon the State's review of all submitted requests the

applicants will be notified of the exact amount they are to receive, based on funds available vs. funds requested.

The City is required to apply for this grant each year.

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 Application for the Nebraska Public Transportation Assistance Program to aid the City financially in providing public transit services.

Sample Motion

Move to approve the resolution.

Application for the Nebraska Public Transportation Assistance Program

I	Project Name: <p style="text-align: center;">Grand Island, Nebraska</p>					
II	SPONSORING CONTRACTOR			VI	FEDERAL IRS IDENTIFICATION NUMBER	
Legal Name: <p style="text-align: center;">City of Grand Island, Nebraska</p>				47-6006205		
Address: 100 East First Street Box 1968 Grand Island, NE 68802-1968				VIII	BUDGET SUMMARY	
Telephone: <p style="text-align: center;">308-385-5444 ext. 140</p>				COSTS		
Executive Officer's Name: <p style="text-align: center;">Jeremy Jensen</p>				1	Personnel <i>(Enter from Page 7)</i>	\$ 344,469
Title: <p style="text-align: center;">Mayor</p>				2	Administrative <i>(Enter from Page 8)</i>	5,391
III	SUBCONTRACTOR (if any)			3	Special Services <i>(Enter from Page 8)</i>	127,500
Legal Name: <p style="text-align: center;">Senior Citizens Industries, Inc.</p>				4	Building Space and Utilities <i>(Enter from Page 9)</i>	10,610
Address: 304 E. 3 rd Street Grand Island, NE 68801				5	Fuel <i>(Enter from Page 9)</i>	107,110
Telephone: <p style="text-align: center;">308-385-5324</p>				6	Lubrication, Maintenance, Parts and Supplies <i>(Enter from Page 10)</i>	72,101
Executive Officer's Name: <p style="text-align: center;">Theresa Engelhardt</p>				7	Other <i>(Enter from Page 10)</i>	77,955
Title: <p style="text-align: center;">Executive Director</p>				8	Total Operating Costs <i>(Total of Lines 1-7 above)</i>	\$ 745,136
<i>(Check one below)</i>				INCOME		
<input type="checkbox"/> Private for Profit <input checked="" type="checkbox"/> Private Nonprofit <input type="checkbox"/> Public				9	Project Income <i>(Enter from Page 11)</i>	\$ 135,596
IV	Name of Person to be Responsible for Daily Operation of Project: <p style="text-align: center;">Dustin Butler</p>			10	Net Operating Deficit <i>(Line 8 minus Line 9, if any)</i>	609,540
V	IDENTIFY THE PERIOD FOR WHICH FUNDS ARE BEING REQUESTED					
FROM		UNTIL				
MONTH	DAY	YEAR	MONTH	DAY	YEAR	
July	1	2016	June	30	2017	
VI	PERSON WHO PREPARED THIS APPLICATION					
Name: <p style="text-align: center;">Allan Zafft and Dustin Butler</p>				11	Federal Contribution <i>(Enter from Page 11)</i>	304,770
Address: 100 East First Street Box 1968 Grand Island, NE 68802-1968				12	Net Eligible Operating Deficit <i>(Line 10 minus Line 11, if any)</i>	\$ 304,770
Telephone: <p style="text-align: center;">308-389-0273</p>				13	Local Matching Revenue <i>(Enter from Page 11)</i>	152,385
NAME AND TITLE OF INDIVIDUAL AUTHORIZED TO COMMIT LOCAL FUNDS TO THIS APPLICATION ON BEHALF OF SPONSORING CONTRACTOR				14	State Funds Requested	\$ 152,385
Name: <p style="text-align: center;">Jeremy Jensen</p>			Title: <i>(Mayor, City Administrator, Chairman of County Board, or Chairman of Governing Board)</i> <p style="text-align: center;">Mayor</p>			
Signature:					Date:	
FOR STATE OFFICE USE ONLY						
Project No.:				Project Period:		Project Year:

Transportation Service

Give total number of vehicles in operation. Give type and capacity of vehicles. Also, list whether or not vehicles have wheelchair lifts or ramps for wheelchairs. (Examples of type of vehicle include: transit bus, school bus, van, etc.)

TYPE OF VEHICLE	NUMBER OF VEHICLES	VEHICLE CAPACITY	VEHICLES WITH WHEELCHAIR LIFTS	VEHICLES WITH WHEELCHAIR RAMPS	VEHICLES WITHOUT LIFTS OR RAMPS
2014 Dodge Grand Caravan	2	2	0	2	0
2013 Ford Small Bus	1	14	1	0	0
2008 Chevy Small Bus	1	14	1	0	0
2009 Chevy Small bus	1	14	1	0	0
2014 Ford Small Bus	1	14	1	0	0
2015 Senator II Small Bus	2	14	2	0	0
2010 Ford Small Bus	3	14	3	0	0
2012 Chevy Van	1	12	0	0	1

Define the geographical boundaries of the area being provided transportation service. Describe the type and frequency of service (*Dial-a-Ride, scheduled route, etc.*).

Senior Citizens Industries Inc. dba Hall County Public Transportation provides services via demand-response portal-to-portal (ride-share) system for transit riders in the Grand Island metropolitan area. This system is where riders must schedule 24-hours in advance during regular office hours (8:00 a.m. - 4:00 p.m.). Buses run from 6:00 a.m. to 6:00 p.m. with the first pick-up time beginning at 6:00 a.m. and the last scheduled pick-up time at 5:00 p.m. Buses return to the parking lot by 6:00 p.m.

Transportation Service

If your transportation service makes trips outside the geographical boundaries, whether on a regular or irregular basis, please identify the route, destination, and estimated frequency of these trips.

Senior Citizens Industries Inc. dba Hall County Public Transportation does operate a demand response service in areas outside the Grand Island metropolitan area, which includes Wood River, Cairo, Doniphan, and rural Hall County.

What other transportation services exist in the immediate area to be served? *(Include intracity and intercity bus, taxi, AMTRAK service, air transportation, existing special transportation programs and subsidies for elderly, handicapped, low income, or other special groups. Exclude school bus systems.)*

Action Cab is a taxi cab service that provides transportation services in the Grand Island metropolitan area.

Intercity transportation services is provided by Dashabout Shuttle (van service between Omaha to Colorado with two routes stop in Grand Island), Navigator Airport Express (van service between Kearney and Omaha's Eppley Airfield where Grand Island passengers can use this service), and Burlington Trailways (bus service between Ogallala and Omaha with a route stop in Grand Island).

Project Name:

Grand Island, Nebraska

Fiscal Year:

2017

Transportation Service

How will the transportation service which you provide be coordinated with these other transportation systems?

Senior Citizens Industries Inc. dba Hall County Public Transportation coordinates with Comstock Corporation dba Action via Service Agreement for a taxi voucher program to provide rides to the public.

Describe the fare structure of your transportation system:

Senior Citizens Industries Inc. dba Hall County Public Transportation operates on the fare structure of \$2.00 per one-way trip.

Regarding the information in the yearly ridership table, the transit operations for the City of Grand Island urbanized area is transitioning from FTA Section 5311 funds to FTA Section 5307 funds for the period from July 1, 2016 to June 30, 2017. The city and Senior Citizens Industries are in the process to determine the methodology to collect this information.

YEARLY RIDERSHIP (One-Way Trips)		BUDGET YEAR	PROJECTED YEAR 1	PROJECTED YEAR 2	PROJECTED YEAR 3
a	Elderly Ridership (Non-Disabled)	0	0	0	0
b	Elderly Ridership (Disabled)	0	0	0	0
c	Disabled Ridership (Non-Elderly)	0	0	0	0
d	Non-Elderly and Non-Disabled Ridership	0	0	0	0
e	Total One-Way Trips (a thru d)	0	0	0	0
Number of elderly and disabled persons which reside within the transportation area		0	0	0	0

Transportation Service

In what way does your system provide for the transportation needs of the elderly and disabled?

Senior Citizens Industries Inc. dba Hall County Public Transportation provides a service that is general public transportation, which includes elderly patrons and persons with disabilities. A wheelchair-accessible vehicle is used for riders in wheelchairs or other ADA compliant mobility devices. The vehicle fleet includes 9 lift-equipped buses with a capacity for two wheelchairs and 2 lowered floor mini-vans equipped with wheelchair ramps.

Project Name:

Grand Island, Nebraska

Fiscal Year:

2017

Operating Budget (*Past, Present, and Projected*)

EXPENSES					
ITEM		a	b	c	d
		BUDGET YEAR	PROJECTED YEAR 1	PROJECTED YEAR 2	PROJECTED YEAR 3
1	Personnel	344,469	358,248	372,578	387,481
2	Administrative	5,391	5,607	5,831	6,064
3	Special Services	127,500	127,500	127,500	127,500
4	Building Space and Utilities	10,610	11,034	11,475	11,934
5	Fuel	107,110	111,394	115,850	120,484
6	Lubrication, Maintenance, Parts and Supplies	72,101	74,985	77,984	81,103
7	Other	77,955	81,073	84,316	87,689
8	Totals	745,136	769,841	795,534	822,255
9	Project Income	135,596	141,020	146,661	152,527
10	Net Operating Deficit (<i>Line 8 minus Line 9, if any</i>)	609,540	628,821	648,873	669,728
11	Federal Contribution	304,770	314,411	324,437	334,864
12	Net Eligible Operating Deficit (<i>Line 10 minus Line 11, if any</i>)	304,770	314,410	324,436	334,864
13	Local Matching Revenue	152,385	157,205	162,218	167,432
14	State Funds Requested	152,385	157,205	162,218	167,432

Project Name:	Grand Island, Nebraska	Fiscal Year:	2017
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ITEMIZED BUDGET	PERSONNEL COSTS					
a		b	c	d	e	f
PERSONNEL JOB TITLE OR CLASSIFICATION	PERCENT	NUMBER OF EMPLOYEES	PROJECT SALARIES <i>Yearly</i>	EMPLOYER'S SHARE OF FICA <i>Yearly</i>	FRINGE BENEFITS <i>(Detail in Budget Narrative or Notes)</i> <i>Yearly</i>	TOTAL PERSONNEL COSTS <i>(Total of Items C, D, & E for each line entry)</i> <i>Yearly</i>
Manager and Scheduler		2	54,822	4,194	2,012	61,028
Drivers and Dispatchers		15	248,880	19,042	15,091	283,010
Flu Shots		0	0	0	430.50	430.50
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
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		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
Totals			303,702	23,233	17,533.50	
Grand Total of Personnel Costs <i>(Enter on Line VIII-1 of Page 1)</i>						344,468.50

Fringe Benefits include total payment by the employer for unemployment and worker's compensation. Also Flu Shots.

Project Name: Grand Island, Nebraska	Fiscal Year: 2017
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ITEMIZED BUDGET	ADMINISTRATIVE COSTS	
	ITEMIZED DESCRIPTION	COST
	Printings and Supplies	2,850.50
	Memberships	163.50
	Marketing	2,376.50
		0.00
		0.00
		0.00
		0.00
	Total Administrative Costs (Enter on Line VIII-2 of Page 1)	5,390.50

Administrative Costs Budget Narrative or Notes:

ITEMIZED BUDGET	SPECIAL SERVICES COSTS	
	ITEMIZED DESCRIPTION	COST
	Contract with Comstock Corporation for Taxi Voucher Program	127,500.00
	Total Special Services Costs (Enter on Line VIII-3 of Page 1)	127500.00

Special Services Costs Budget Narrative or Notes:

A Service Agreement with Comstock Corporation dba Action Cab provides rides to the public. Discounted cab tickets may be purchased through Hall County Public Transportation for \$4.50 per ticket. Tickets are good for one-way rides within Grand Island, NE 24 hour a day, 7 days a week. The following meter rates apply. Meter fare 0-\$12=1 ticket. Meter fare \$12.01-\$21=2 tickets. Meter fare \$21.01-\$29.50=3 tickets.

Project Name: Grand Island, Nebraska	Fiscal Year: 2017
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ITEMIZED BUDGET	BUILDING SPACE AND UTILITIES COSTS	
	ITEMIZED DESCRIPTION	COST
	Gas and Lights	3,421.25
	Building Maintenance	1,902.50
	Internet Including Data Plan for Tablets	4,420.25
	Phones	865.75
	Total Building Space and Utilities Costs <i>(Enter on Line VIII-2 of Page 1)</i>	10609.75

Building Space and Utilities Costs Budget Narrative or Notes:

ITEMIZED BUDGET	FUEL		
	ITEMIZED DESCRIPTION	QUANTITY	COST
	Estimated Fuel Consumption FY 2017		107,110.24
	Total Fuel <i>(Enter on Line VIII-5 of Page 1)</i>		107110.24

Fuel and Lubrication Costs Budget Narrative or Notes:

Project Name:	Grand Island, Nebraska	Fiscal Year:	2017
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ITEMIZED BUDGET	LUBRICATION, MAINTENANCE, PARTS AND SUPPLIES COSTS		
	ITEMIZED DESCRIPTION	QUANTITY	COST
	Oil		28,617.51
	Vehicle Maintenance		43,483.00
Total Lubrication, Maintenance, Parts and Supplies Costs <i>(Enter on Line VIII-6 of Page 1)</i>			72100.51

Maintenance, Maintenance Parts and Supplies Costs Budget Narrative or Notes:

ITEMIZED BUDGET	OTHER COSTS <i>(Including Equipment Rental)</i>	
	ITEMIZED DESCRIPTION	COST
	Insurance-Commerical Liability, Property, etc.	7,600.25
	Vehicle Insurance	57,816.67
	Audit	1,467.97
	Admin Fee	8,219.75
	Training	2,850.17
Total Other Costs <i>(Enter on Line VIII-7 of Page 1)</i>		77,954.81

Other Costs Budget Narrative or Notes:

Audit-HCPT pays a share of the annual audit for Senior Citizens Industries, Inc.

Admin-HCPT pays a monthly admin fee to Senior Citizens Industries, Inc.

Project Name: Grand Island, Nebraska	Fiscal Year: 2017
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ITEMIZED BUDGET	ESTIMATED PROJECT INCOME			
SOURCES	UNIT DESCRIPTION	NO. OF UNITS	UNIT RATE	AMOUNT
Bus Fares				68,096.00
Cab Ticket Sales				67,500.00
Total Project Income (Enter on Line VIII-9 of Page 1)				135,596.00

ITEMIZED BUDGET	FEDERAL CONTRIBUTION	
SOURCES	AMOUNT	
FTA Operating Assistance	304,770.00	
Total Federal Contribution (Enter on Line VIII-11 of Page 1)	304,770.00	

ITEMIZED BUDGET	LOCAL MATCHING REVENUE	
SOURCES	AMOUNT	
City of Grand Island, Nebraska	152,385.00	
Total Matching Revenue (Enter on Line VIII-13 of Page 1)	152,385.00	

RESOLUTION 2016-203

WHEREAS, on June 14, 2016 via Resolution No. 2016-138 City Council approved the agreement between the City of Grand Island and Senior Citizens Industries, Inc. of Grand Island, Nebraska for public transit services; and

WHEREAS, such approval consisted of an agreement providing compensation to Senior Citizens Industries, Inc. in the total amount of \$638,430 for the period of July 1, 2016 to June 30, 2017; and

WHEREAS, the City has the option to renew the agreement for a maximum of two years beyond June 30, 2017 in increments of two months; and

WHEREAS, funds are available through the State of Nebraska Public Transportation Assistance Program to aid the City financially in providing public transit services; and

WHEREAS, the maximum amount of funds the City is eligible for through this funding is \$152,385.00, which is the requested amount on the Application for the Nebraska Public Transportation Assistance Program; and

WHEREAS, upon the State's review of all submitted requests the applicants will be notified of the exact amount they are to receive, based on funds available vs. funds requested.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign the Application for the Nebraska Public Transportation Assistance Program for the State Funds requested of \$152,385.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
August 19, 2016	☐ City Attorney



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item I-1

#2016-204 - Consideration of Approving Request from Simbert, LLC dba Peacock Lounge, 2430 N. Broadwell Avenue for a Class “C” Liquor License and Liquor Manager Designation for Kristen Ackerman, 1118 West 8th Street

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

Staff Contact: RaNae Edwards

RESOLUTION 2016-204

WHEREAS, an application was filed by Simbert, LLC doing business as Peacock Lounge, 2430 N. Broadwell Avenue for a Class "C" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on August 17, 2016; such publication cost being \$16.52; and

WHEREAS, a public hearing was held on August 23, 2016 for the purpose of discussing such liquor license application.

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

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

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

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

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

_____ The City of Grand Island hereby recommends approval of Kristen Ackerman, 1118 West 8th Street as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☒ _____
August 19, 2016 ☒ City Attorney



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item I-2

#2016-205 - Consideration of Approving Redevelopment Plan Amendment for CRA Area 17 located South of Husker Highway and West of U.S. Highway 281 (currently platted as Ewoldt Subdivision) (Prataria Ventures, LLC)

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

Staff Contact: Chad Nabity

RESOLUTION 2016-205

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. 17 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 and grading, demolition, installation of public utility and streets, installation of parking and private streets, and a convention center on this site 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	☐ _____
August 19, 2016	☐ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 17 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.

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.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item I-3

#2016-206 - Consideration of Approving Redevelopment Plan Amendment for CRA Area 1 located at 210 N. Walnut Street (TW Ziller Properties)

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

Staff Contact: Chad Nabity

RESOLUTION 2016-206

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: rehabilitation, planning activities, necessary utility extensions, and fees associated with the redevelopment project. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form	☐ _____
August 19, 2016	☐ City Attorney

1. The Amended 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 with respect to the Redevelopment Contract.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.

- c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item I-4

#2016-207 - Consideration of Approving Redevelopment Plan Amendment for CRA Area 18 located North of Old U.S. Highway 30 and East of Industrial Lane (Lots 2 and 3 of Commercial Industrial Park Sixth Subdivision) (Middleton Properties II., LLC)

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

Staff Contact: Chad Nabity

RESOLUTION 2016-207

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. 18 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 and grading, demolition, installation of public utility and rehabilitation of existing office space on this site 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	☐ _____
August 19, 2016	☐ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 18 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.

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

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Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item I-5

**#2016-208 - Consideration of Approving Proposed Ballot Language
for 1/2 Cent Increase to Sales Tax**

Staff Contact: Marlan Ferguson

Council Agenda Memo

From: Jerry Janulewicz, City Attorney
Meeting: August 23, 2016
Subject: Additional ½ Percent Sales Tax
Presenter(s): Jerry Janulewicz, City Attorney

Background

Nebraska State Statutes permit cities to impose or increase city sales tax at a rate greater than 1 ½ percent. The tax generated by the rate that exceeds 1 ½ percent must be used for public infrastructure projects and must terminate no later than 10 years from the effective date of the increase unless the revenue generated by the increased rate is pledged for the repayment of the bonds, in which case the increased rate may continue until the bonds are paid. The proposal to increase the tax rate above 1 ½ percent requires adoption of a resolution passed by a vote of at least 70 percent of all the members of the council, and must be approved by majority vote of the electorate at a primary or general election.

In addition to the requirements stated above, as a condition of imposing sales tax at the increased rate, Neb.Rev.Stat. § 77-27,142 requires a city be a party to an interlocal agreement with a political subdivision within the city or the county creating a separate legal or administrative entity relating to a public infrastructure project. Such interlocal agreement must contain provisions, including benchmarks, relating to the long-term development of unified governance of public infrastructure projects with respect to the parties. The separate legal or administrative entity created cannot be one that was in existence for one calendar year preceding the submission of the question of such tax or increase at a primary or general election. City administration is recommending approval of an Interlocal agreement with the Grand Island Community Redevelopment Authority, which will be submitted concurrently as a separate resolution.

Should such a measure be submitted to and approved by the voters, the city will be restricted in its ability to expend the additional revenues unless a proposal to increase the city's budgeted restricted funds is also approved by the electorate.

Discussion

There exists within the City of Grand Island numerous important infrastructure projects for which funding does not exist and is not projected to exist in amounts sufficient to complete including, but not limited to:

- Public sidewalk construction, reconstruction and rehabilitation and pedestrian safety improvement projects;
- Downtown parking improvements to serve the needs of business owners and the public;
- Flood control and water drainage improvements;
- Street and road paving, construction, and improvements;
- Railroad-street grade separation projects, including rehabilitation of current underpasses;
- Train noise reduction; and
- Public safety capital equipment purchases.

The projects as described above would, if completed, preserve, promote and enhance the health, safety and welfare of Grand Island's citizens and visitors by:

- Improving automobile, freight, bicycle and pedestrian traffic safety;
- Protecting property values through drainage improvements and railroad noise reduction; and
- Promoting a vibrant and economically thriving downtown business district through rehabilitation of public parking lots and, if needed, development of new parking capacity.

Currently, many of the projects described above could only be funded by the City's general fund. The additional revenue generated by the increased sales tax rate would permit such projects to be funded by the additional sales tax thus reducing the need to increase property tax rates in order to pay for needed infrastructure projects.

If a sales tax rate increase is approved, the city's ability to expend the additional revenue on projects would be restricted unless a measure to increase the city's budgeted restricted funds is also approved. Thus, the proposed resolution, if approved by council, would submit the following separate questions to the city electorate at the 2016 general election:

1. Shall the governing body of the City of Grand Island increase the local sales and use tax rate by an additional one-half of one percent (1/2%) from the current rate of one and one-half percent (1 1/2%) to a rate of two percent (2%) and impose a sales and use tax at the increased rate upon the same transactions within such municipality on which the State of Nebraska is authorized to impose a tax, the revenue from such increased rate to be used for public infrastructure projects as allowed pursuant to the Local Option Revenue Act, which increased rate shall terminate no more than ten years after the effective date of the increased sales and use tax or, if bonds are issued and the local option sales and use tax revenue is

- pledged for payment of such bonds, upon payment of such bonds and any refunding bonds, whichever date is later?
2. Shall the governing body of the City of Grand Island increase its budgeted restricted funds for fiscal year 2017-2018 by five million five hundred thousand dollars (\$5,500,000), sixteen percent (16%) over the current year's restricted funds?

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 and adopt the resolution.

Sample Motion

Move to approve resolution #2016-208.

RESOLUTION NO. 2016-208

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, PURSUANT TO THE NEBRASKA LOCAL OPTION REVENUE ACT, PROPOSING AND SUBMITTING TO VOTERS AT THE 2016 GENERAL ELECTION AN INCREASE OF THE LOCAL SALES AND USE TAX RATE OF AN ADDITIONAL ONE-HALF OF ONE PERCENT (1/2%) FROM ONE AND ONE-HALF PERCENT (1 1/2%) TO TWO PERCENT (2%) AND PROPOSING AND SUBMITTING TO VOTERS AT THE 2016 GENERAL ELECTION AN INCREASE OF THE BUDGETED RESTRICTED FUNDS.

WHEREAS, the City of Grand Island, Nebraska, local sales and use tax rate currently is one and one-half percent (1 1/2%) pursuant to Neb. Rev. Stat. §77-27,142, and Ordinance No. 8910; and

WHEREAS, pursuant to Neb. Rev. Stat. §77-27,142, upon an affirmative vote of at least seventy percent (70%) of all of the members of the governing body of the City of Grand Island, the City shall submit to voters a proposal to increase the City sales and use tax to a rate greater than one and one-half percent (1 1/2%) at a primary or general election held within the City; and

WHEREAS, the City desires to propose to qualified electors of the City at the 2016 general election to increase the City's sales and use tax rate by an additional one-half of one percent (1/2%) from one and one-half percent (1 1/2%) to two percent (2%); and

WHEREAS, pursuant to Neb.Rev.Stat. §77-27,142, tax proceeds from a sales and use tax rate in excess of one and one-half percent (1 1/2%) shall be used for public infrastructure projects as defined by §77-27,142; and

WHEREAS, there exists within the City of Grand Island numerous important infrastructure projects for which funding does not exist and is not projected to exist in amounts sufficient to complete including, but not limited to:

- Public sidewalk construction, reconstruction and rehabilitation and pedestrian safety improvement projects;
- Downtown parking improvements to serve the needs of business owners and the public;
- Flood control and water drainage improvements;
- Street and road paving, construction, and improvements;
- Railroad-street grade separation projects, including rehabilitation of current underpasses;
- Train noise reduction; and
- Public safety capital equipment purchases; and

Approved as to Form	□ _____
August 19, 2016	□ City Attorney

WHEREAS, projects as described above would, if completed, preserve, promote and enhance the health, safety and welfare of Grand Island's citizens and visitors by:

- Improving automobile, freight, bicycle and pedestrian traffic safety;
- Protecting property values through drainage improvements and railroad noise reduction; and
- Promoting a vibrant and economically thriving downtown business district through rehabilitation of public parking lots and, if needed, development of new parking capacity; and

WHEREAS, the City desires to propose to qualified electors of the City of Grand Island that the City be authorized to increase its budgeted restricted funds for fiscal year 2017-2018 by \$5,500,000, sixteen percent (16%) over the current year's restricted funds, due to the anticipated revenue from an increase in the City's sales and use tax rate by an additional one-half of one percent (1/2%) from one and one-half percent (1 1/2%) to two percent (2%); and

WHEREAS, proposed ballot questions for such purposes is submitted with this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Grand Island, Nebraska, that all of the following actions are hereby adopted and approved:

- Section 1. The Mayor and City Council hereby propose to increase the City of Grand Island sales and use tax rate by an additional one-half of one percent (1/2%) from one and one-half percent (1 1/2%) to two percent (2%).
- Section 2. The Mayor and City Council hereby recommend and propose to increase the City's budgeted restricted funds for fiscal year 2017-2018 by \$5,500,000, sixteen percent (16%) over the current year's restricted funds.
- Section 3. Said proposal to increase the City of Grand Island sales and use tax rate by an additional one-half of one percent (1/2%) from one and one-half percent (1 1/2%) to two percent (2%) and said proposal to increase its budgeted restricted funds for fiscal year 2017-2018 by \$5,500,000, sixteen percent (16%) over the current year's restricted funds, shall be submitted to a vote of qualified electors of the City of Grand Island at the November 2016 general election.
- Section 4. The question, in form and content presented with this Resolution as Exhibit A--"OFFICIAL BALLOT - CITY OF GRAND ISLAND - PROPOSAL TO INCREASE LOCAL SALES AND USE TAX RATE" and incorporated herein by this reference, is hereby approved and shall appear on the ballot for qualified electors of the City of Grand Island at the November 2016 general election, subject to any modifications the Mayor determines necessary or advisable.

- Section 5. The question, in form and content presented with this Resolution as Exhibit B--"OFFICIAL BALLOT - CITY OF GRAND ISLAND - PROPOSAL TO INCREASE BUDGETED RESTRICTED FUNDS" and incorporated herein by this reference, is hereby approved and shall appear on the ballot for qualified electors of the City of Grand Island at the November 2016 general election, subject to any modifications the Mayor determines necessary or advisable.
- Section 6. The City Clerk or her designee is authorized, directed, and ordered to submit said questions by attesting to and submitting a certified copy of this Resolution to the Election Commissioner in accordance with applicable law.
- Section 7. The Mayor and City Clerk are hereby authorized and directed to take any other actions as necessary or appropriate to carry out the actions approved in this Resolution, including, without limitation, providing notice of the submission of the question increasing such tax not more than thirty (30) days nor less than ten (10) days previous to the election, by publication one time in one or more newspapers published in or of general circulation in the municipality. Such notice shall be in addition to any other notice required under the general election laws of the state.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

EXHIBIT A

**OFFICIAL BALLOT
CITY OF GRAND ISLAND
PROPOSAL TO INCREASE LOCAL SALES AND USE TAX RATE**

Shall the governing body of the City of Grand Island increase the local sales and use tax rate by an additional one-half of one percent (1/2%) from the current rate of one and one-half percent (1 1/2%) to a rate of two percent (2%) and impose a sales and use tax at the increased rate upon the same transactions within such municipality on which the State of Nebraska is authorized to impose a tax, the revenue from such increased rate to be used for public infrastructure projects as allowed pursuant to the Local Option Revenue Act, which increased rate shall terminate no more than ten years after the effective date of the increased sales and use tax or, if bonds are issued and the local option sales and use tax revenue is pledged for payment of such bonds, upon payment of such bonds and any refunding bonds, whichever date is later?

_____ Yes

_____ No

A "Yes" Vote: If a majority of the votes cast upon such question shall be in favor of increasing such local sales and use tax rate by an additional one-half of one percent (1/2%) to a rate of two percent (2%), then the City of Grand Island shall be empowered as provided by Section 77-27,142 of the Nebraska Revised Statutes and shall forthwith proceed to increase the local sales and use tax rate from one and one-half percent (1 1/2%) to two percent (2%) and impose a sales and use tax at the increased rate upon the same transactions within the City on which the State of Nebraska is authorized to impose a tax, pursuant to the Local Option Revenue Act, the revenue from such increased rate shall be used by the City of Grand Island for public infrastructure projects as allowed by to the Local Option Revenue Act, and which increased rate shall terminate no more than ten years after the effective date of the increased sales and use tax or, if bonds are issued and the local option sales and use tax revenue is pledged for payment of such bonds, upon payment of such bonds and any refunding bonds, whichever date is later.

A "No" Vote: If a majority of those voting on the question shall be opposed to such an increase of the local sales and use tax rate by an additional one-half of one percent (1/2%), then the governing body of the incorporated municipality shall not impose such a tax increase and the local sales and use tax rate will remain unchanged at one and one-half percent (1 1/2%).

Exhibit B

**OFFICIAL BALLOT
CITY OF GRAND ISLAND
PROPOSAL TO INCREASE BUDGETED RESTRICTED FUNDS**

Shall the governing body of the City of Grand Island increase its budgeted restricted funds for fiscal year 2017-2018 by five million five hundred thousand dollars (\$5,500,000), sixteen percent (16%) over the current year's restricted funds?

A "Yes" Vote: If a majority of the votes cast upon such question shall be in favor of increasing the budgeted restricted funds, then the City of Grand Island shall be empowered to increase its budgeted restricted funds for fiscal year 2017-2018 by five million five hundred thousand dollars (\$5,500,000), sixteen percent (16%) over the current year's restricted funds.

A "No" Vote: If a majority of those voting on the question shall be opposed to such an increase of the budgeted restricted funds, then the City of Grand Island shall not be authorized by this ballot measure to increase its budgeted restricted funds for fiscal year 2017-2018 by five million five hundred thousand dollars (\$5,500,000), sixteen percent (16%) over the current year's restricted funds.



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item I-6

**#2016-209 - Consideration of Approving an Interlocal Agreement
with the CRA**

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Attorney
Meeting: August 23, 2016
Subject: Interlocal Agreement with CRA
Presenter(s): Jerry Janulewicz, City Attorney

Background

Nebraska State Statutes permit cities to impose or increase city sales tax at a rate greater than 1 ½ percent. The tax generated by the rate that exceeds 1 ½ percent must be used for public infrastructure projects and must terminate no later than 10 years from the effective date of the increase unless the revenue generated by the increased rate is pledged for the repayment of the bonds, in which case the increased rate may continue until the bonds are paid. The proposal to increase the tax rate above 1 ½ percent requires adoption of a resolution passed by a vote of at least 70 percent of all the members of the council, and must be approved by majority vote of the electorate at a primary or general election.

In addition to the requirements stated above, as a condition of imposing sales tax at the increased rate, Neb.Rev.Stat. § 77-27,142 requires a city be a party to an interlocal agreement with a political subdivision within the city or the county creating a separate legal or administrative entity relating to a public infrastructure project. Such interlocal agreement must contain provisions, including benchmarks, relating to the long-term development of unified governance of public infrastructure projects with respect to the parties. The separate legal or administrative entity created cannot not be one that was in existence for one calendar year preceding the submission of the question of such tax or increase at a primary or general election.

Concurrent with a resolution to submit to the electorate a proposal to increase the city sales tax rate, City administration is recommending approval of an interlocal agreement with the Grand Island Community Redevelopment Authority. The Interlocal agreement was approved by the CRA. The Interlocal agreement is effective upon, and contingent upon, the City's enactment of an ordinance increasing the sales tax rate above 1 ½ percent.

Discussion

There exists within the City of Grand Island numerous important infrastructure projects for which funding does not exist and is not projected to exist in amounts sufficient to compete including, but not limited to:

- Public sidewalk construction, reconstruction and rehabilitation and pedestrian safety improvement projects;
- Downtown parking improvements to serve the needs of business owners and the public;
- Flood control and water drainage improvements;
- Street and road paving, construction, and improvements;
- Railroad-street grade separation projects, including rehabilitation of current underpasses;
- Train noise reduction; and
- Public safety capital equipment purchases.

The projects as described above would, if completed, preserve, promote and enhance the health, safety and welfare of Grand Island's citizens and visitors by:

- Improving automobile, freight, bicycle and pedestrian traffic safety;
- Protecting property values through drainage improvements and railroad noise reduction; and
- Promoting a vibrant and economically thriving downtown business district through rehabilitation of public parking lots and, if needed, development of new parking capacity.

Currently, many of the projects described above could only be funded by the City's general fund. The additional revenue generated by the increased sales tax rate would permit such projects to be funded by the additional sales tax thus reducing the need to increase property tax rates in order to pay for needed infrastructure projects.

If a sales tax rate increase is approved, the city's ability to expend the additional revenue on projects would be restricted unless a measure to increase the city's budgeted restricted funds is also approved. Thus, the proposed resolution, if approved by council, would submit the following separate questions to the city electorate at the 2016 general election:

1. Shall the governing body of the City of Grand Island increase the local sales and use tax rate by an additional one-half of one percent (1/2%) from the current rate of one and one-half percent (1 1/2%) to a rate of two percent (2%) and impose a sales and use tax at the increased rate upon the same transactions within such municipality on which the State of Nebraska is authorized to impose a tax, the revenue from such increased rate to be used for public infrastructure projects as allowed pursuant to the Local Option Revenue Act, which increased rate shall terminate no more than ten years after the effective date of the increased sales and use tax or, if bonds are issued and the local option sales and use tax revenue is

pledged for payment of such bonds, upon payment of such bonds and any refunding bonds, whichever date is later?

2. Shall the governing body of the City of Grand Island increase its budgeted restricted funds for fiscal year 2017-2018 by five million five hundred thousand dollars (\$5,500,000), sixteen percent (16%) over the current year's restricted funds?

Concurrent with a resolution to submit to the electorate a proposal to increase the city sales tax, City administration is recommending approval of a resolution approving an interlocal agreement with the Grand Island Community Redevelopment Authority. The Interlocal agreement was approved by the CRA. The Interlocal agreement is effective and contingent upon the City's enactment of an ordinance increasing the sales tax rate above 1 ½ percent.

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 and adopt the resolution.

Sample Motion

Move to approve resolution #2016-209.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into this _____ day of August, 2016, by and between THE CITY OF GRAND ISLAND, Hall County, Nebraska, a municipal corporation (the “City”), and THE CITY OF GRAND ISLAND COMMUNITY REDEVELOPMENT AUTHORITY (the “CRA”). The City and the CRA are individually referred to as “Party” and collectively as “the Parties.”

WHEREAS, the City owns and is charged with constructing, operating, and maintaining various elements of public infrastructure projects within the City;

WHEREAS, the City has identified in its Economic Development Plan public infrastructure and public works needs critical to realizing the City’s community and economic development strategy, including but not limited to streets, water, sewer, gas, electrical, storm drainage, railroad extension and spurs, telecommunications, cable, fiber optic, satellite service, and airport expansion and upgrades;

WHEREAS, the City and CRA jointly approved a General Redevelopment Plan for the City that identifies similar public infrastructure and public works needs critical to the success of the goals of the General Redevelopment Plan for the City, including but not limited to storm drainage; water and sewer mains; utility mains; street construction, resurfacing, and paving projects; parks and public spaces; and sidewalks;

WHEREAS, the CRA is charged with approving funds for such public infrastructure projects as part of its statutory responsibilities in carrying out the General Redevelopment Plan;

WHEREAS, the Parties find that there is considerable overlap in the goals of the City’s Economic Development Plan and the General Redevelopment Plan, and that better coordination and long-term development of unified governance of public infrastructure projects between the City and CRA in implementing the public infrastructure goals of the General Redevelopment Plan and the Economic Development Plan would be beneficial to achieving the goals of the City and the CRA in providing for the public infrastructure needs of the City;

WHEREAS, the Parties wish to enter into this Interlocal Agreement to accomplish such coordination;

WHEREAS, this Agreement is authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 *et seq.*

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

1. **Coordination of Public Infrastructure Efforts.** The Parties acknowledge that the City is authorized by law to provide the public infrastructure contemplated by this Agreement and in pursuance of the goals of the City’s Economic Development Plan, and that the

8/19/16

CRA is authorized by law to provide funding for public infrastructure projects contemplated by this Agreement in pursuance of the goals of the City's General Redevelopment Plan. The Parties agree that they will coordinate their respective efforts in implementing the public infrastructure goals of the City's General Redevelopment Plan and its Economic Development Plan through steps including, but not limited to:

- a. creating a separate administrative entity relating to public infrastructure projects that will be tasked with reviewing the efforts of both the City and CRA to implement the public infrastructure goals of the Parties and any public infrastructure projects undertaken by the Parties or a Party
 - b. tasking such separate administrative entity with establishing a plan, including benchmarks, for long-term development of unified governance of public infrastructure projects between the City and CRA
 - c. tasking such separate administrative entity with reporting to both the CRA and City Council as determined necessary by the Parties regarding the coordination of public infrastructure efforts between the Parties
 - d. tasking such separate administrative entity with suggesting changes to the Economic Development Plan and/or the General Redevelopment Plan to better effectuate the public infrastructure goals of such plans
 - e. joint meetings of the CRA and City Council as determined necessary by the Parties regarding the coordination of public infrastructure efforts between the Parties
 - f. other action as deemed necessary by the Parties for the long-term development of unified governance of public infrastructure projects between the City and CRA
2. **Public Infrastructure Projects.** The public infrastructure projects that may be subject to coordination between the Parties pursuant to this Agreement include, but shall not be limited to, public highways and bridges and municipal roads, streets, bridges, and sidewalks; solid waste management facilities; wastewater, storm water, and water treatment works and systems, water distribution facilities, and water resources projects, including, but not limited to, pumping stations, transmission lines, and mains and their appurtenances; hazardous waste disposal systems; resource recovery systems; airports; port facilities; buildings and capital equipment used in the operation of municipal government; convention and tourism facilities; redevelopment projects as defined in Neb. Rev. Stat. § 18-2103; mass transit and other transportation systems, including parking facilities; and equipment necessary for the provision of municipal services.
3. **Duration.** This Agreement shall be in force and effect, and shall be contingent upon, City's enactment of an ordinance imposing a Local Option Sales Tax of the City that exceeds one and one-half percent (1 ½%), and shall continue thereafter for such time as the Local Option Sales Tax of the City exceeds one and one-half percent (1½%), or until both Parties agree to terminate this Agreement. The value of any property jointly held by

the Parties pursuant to this Agreement, if any, shall be divided equally between them upon termination of this Agreement.

4. **Separate Administrative Entity.** There is hereby created under this Agreement the Public Infrastructure Coordination Committee (the “Committee”). The Committee shall be comprised of the chairperson of the CRA or his or her designee, the Mayor of the City of Grand Island or his or her designee, and at least one other members of the City Council and at least one other member of the CRA as the Parties shall determine by mutual agreement, if any. The Committee shall be a separate administrative entity and a joint board, and not a separate legal or joint entity, for purposes of the Interlocal Cooperation Act and the Local Option Revenue Act. The powers delegated to the Committee shall be:
 - a. review the efforts of both the City and CRA to implement the public infrastructure goals of the Parties and any public infrastructure projects undertaken by the Parties or a Party
 - b. establish a plan, including benchmarks, for long-term development of unified governance of public infrastructure projects between the City and CRA, and report to the City and CRA as the Parties request on the progress of meeting such benchmarks
 - c. report to both the CRA and City Council as determined necessary by the Parties regarding the coordination of public infrastructure efforts between the Parties
 - d. suggest changes to the Economic Development Plan and/or the General Redevelopment Plan to better effectuate the public infrastructure goals of such plans
 - e. such other powers deemed by the Parties to be necessary and proper to be delegated to the Committee

The Committee shall not have the powers to contract, sue or be sued, hire staff or employees, or create rules or regulations.

5. **Financing of the Cooperative Undertaking.** Financing of the cooperative undertaking under this Agreement shall include all sources of financing permitted by the Interlocal Cooperation Act and the Local Option Revenue Act. As public infrastructure projects are undertaken by either Party under the coordination of this Agreement, a budget for such project shall be prepared and reported to the Committee and the Parties.
6. **Manner of Acquiring, Holding, and Disposing of Real and Personal Property.** The Committee may acquire, hold, and dispose of real and personal property used in the cooperative undertaking under this Agreement only as directed by the Parties.
7. **Invalidity/Severability.** If any portion of this Agreement is held invalid, the remainder

hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

- 8. **Authority to Bind.** Each of the signatories executing this Agreement acknowledges and represents that he or she has been authorized to execute this Agreement on behalf of the Party for whom he or she is signing, and has the legal authority to bind and commit such Party to the agreements set forth herein.
- 9. **Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nebraska.
- 10. **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations and agreements between the Parties and/or their representatives.

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Signature page follows

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

THE CITY OF GRAND ISLAND, NEBRASKA:

ATTEST:

BY: _____
Jeremy L. Jensen, Mayor

RaNae Edwards, City Clerk

THE CITY OF GRAND ISLAND COMMUNITY
REDEVELOPMENT AUTHORITY:

ATTEST:

BY: _____
_____, Chair

Chad Nability, Director

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ___ day of August, 2016, by Jeremy L. Jensen, Mayor of the City of Grand Island, on behalf of the City of Grand Island, Nebraska.

(S E A L)

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of August, 2016,
by _____, Chairperson of the City of Grand Island Community Redevelopment Authority, Hall
County, Nebraska.

(S E A L)

Notary Public

8/19/16

RESOLUTION 2016-209

WHEREAS, the City of Grand Island (the “City”) owns and is charged with constructing, operating, and maintaining various elements of public infrastructure projects within the City; and

WHEREAS, the City has identified in its Economic Development Plan public infrastructure and public works needs critical to realizing the City’s community and economic development strategy, including but not limited to streets, water, sewer, gas, electrical, storm drainage, railroad extension and spurs, telecommunications, cable, fiber optic, satellite service, and airport expansion and upgrades; and

WHEREAS, the City and the City of Grand Island Community Redevelopment Authority (the “CRA”) jointly approved a General Redevelopment Plan for the City that identifies similar public infrastructure and public works needs critical to the success of the goals of the General Redevelopment Plan for the City; including, but not limited to, storm drainage; water and sewer mains; utility mains; street construction, resurfacing, and paving projects; parks and public spaces; and sidewalks; and

WHEREAS, the CRA is charged with approving funds for such public infrastructure projects as part of its statutory responsibilities in carrying out the General Redevelopment Plan; and

WHEREAS, the City finds that there is considerable overlap in the goals of the City’s Economic Development Plan and the General Redevelopment Plan, and that better coordination and long-term development of unified governance of public infrastructure projects between the City and CRA in implementing the public infrastructure goals of the General Redevelopment Plan and the Economic Development Plan would be beneficial to achieving the goals of the City and the CRA in providing for the public infrastructure needs of the City; and

WHEREAS, the City wishes to enter into an Interlocal Agreement with the CRA to accomplish such coordination.

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

SECTION 1. The City, through this Resolution, authorizes the Mayor of the City to cause the City to enter into an Interlocal Agreement pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 *et seq.*, to coordinate the efforts of the City and CRA in implementing the public infrastructure goals of the City’s General Redevelopment Plan and its Economic Development Plan, as outlined by the Interlocal Agreement. The public infrastructure projects that may be subject to coordination between the City and CRA pursuant to such Interlocal Agreement include, but shall not be limited to, public highways and bridges and municipal roads, streets, bridges, and sidewalks; solid waste management facilities; wastewater, storm water, and water treatment works and systems, water distribution facilities, and water resources projects,

Approved as to Form August 19, 2016	by _____ City Attorney
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including, but not limited to, pumping stations, transmission lines, and mains and their appurtenances; hazardous waste disposal systems; resource recovery systems; airports; port facilities; buildings and capital equipment used in the operation of municipal government; convention and tourism facilities; redevelopment projects as defined in Neb. Rev. Stat. § 18-2103; mass transit and other transportation systems, including parking facilities; and equipment necessary for the provision of municipal services.

SECTION 2. All resolutions and portions thereof that are in conflict with this Resolution are hereby repealed.

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Adopted by the City Council of the City of Grand Island, Nebraska, August 23, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item J-1

Approving Payment of Claims for the Period of August 10, 2016 through August 23, 2016

The Claims for the period of August 10, 2016 through August 23, 2016 for a total amount of \$6,745,191.44. A MOTION is in order.

Staff Contact: Renae Griffiths



City of Grand Island

Tuesday, August 23, 2016

Council Session

Item S-1

Discussion Concerning Proposed Fiscal Year 2016-2017 City of Grand Island and Community Redevelopment Authority (CRA) Budgets

The City Council will take final action on this item at their September 13, 2016 City Council meeting.

Staff Contact: Renae Griffiths