
City of Grand Island



Tuesday, December 27, 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 Dan Bremer, Grace Lutheran Church, 545 East memorial Drive

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, December 27, 2016

Council Session

Item D-1

#2016-BE-7 - Consideration of Determining Benefits for Sanitary Sewer District No. 528

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

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: December 27, 2016

Subject: Consideration of Determining Benefits for Sanitary Sewer District No. 528

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

Background

The Certificate of Final Completion for Sanitary Sewer District No. 528 was approved on November 22, 2016 with December 27, 2016 set as the date for Council to sit as the Board of Equalization.

All work has been completed and special fees have been calculated for this sanitary sewer district.

Discussion

Sanitary Sewer District No. 528 was created by City Council on July 12, 2011 through Ordinance No. 9299 in response to a petition the City received from four (4) property owners requesting sanitary sewer in the Wildwood Subdivision. Work on this sanitary sewer district was completed at a construction price of \$1,686,157.73 and additional costs of \$214,388.97 for a total district cost of \$1,900,546.70. The Engineers Certificate of Completion is attached detailing such costs.

Assessments were reached using the following information, with supporting documentation attached.

Final District Cost	\$ 1,900,546.70
530T credit	\$ (436,395.96)
Swift Beef Co. credit (Per Res 2011-321)	\$ (245,000.00)
City Costs	\$ (254,150.74)
Total Assessable Costs	\$ 965,000.00

Connection Agreements & amount paid prior to project completion:

Property Owner	Address	Previous Fees Paid
Robco, LLC dba Fairbanks Equipment	5018 Antelope Dr	\$ 2,003.13
Rich and Sons Camper Sales of GI	5112 Antelope Dr	\$ 5,936.25
Total Previous Fees Paid		\$ 7,939.38

The attached resolution gives credit to the two (2) property owners currently connected to the sanitary sewer main in this district and notes assessment amount due from each property, in the total amount of \$957,060.62.

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

Public Works Administration recommends that the Council sit as the Board of Equalization to determine benefits and pass an Ordinance to levy assessment fees to individual properties.

Sample Motion

(Sample Motion for the Board of Equalization)

Move to approve the resolution determining benefits for Sanitary Sewer District No. 528.

(Sample Motion for the Ordinance)

Move to approve the Ordinance levying the assessment fees for Sanitary Sewer District No. 528.

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

AFFIDAVIT OF MAILING

RaNae Edwards, City Clerk, being first duly sworn on oath, deposes and says that she is the duly appointed and acting City Clerk of the City of Grand Island, Nebraska, and that on December 13, 2016, she mailed copies of the "Notice of Board of Equalization Hearing – Sanitary Sewer District 528", which notice was first published in the Grand Island Independent on December 13, 2016, to the following named parties:

*Robin Stauffer Trustee
2304 E Cuming St
Fremont, NE 68025

GMS Enterprises, Inc.
5050 S Elk Dr
Grand Island, NE 68803

Daniel P & Susan M Springer
3344 W Wildwood Dr
Grand Island, NE 68803

Central Cooperatives Nonstock Transport Co.
5120 S Elk Dr
Grand Island, NE 68803

*Attn: Cody Wray
Robco LLC
2422 High Point Cir
Wichita, KS 67205

*Nebraska Transport Co., Inc.
1225 Country Club Rd
Gering, NE 69341-1738

Rich & Sons Camper Sales of GI
5112 Antelope Dr
Grand Island, NE 68803

*Amercian Freightways, Inc.
3336 E 32nd St, #217
Tulsa, OK 74135

*BBRE Partnership
PO Box 248
Durand, WI 54736

Man Properties, LLC
5212 S Antelope Dr
Grand Island, NE 68803

JPK & CMA Enterprises, Inc.
50185 S Elk Dr
Grand Island, NE 68803

Such communications were properly posted and deposited in the United States mail.

Those names shown with an asterisk were mailed copies by certified mail, return receipt requested, being owners of property within the district whose addresses were shown on the tax rolls of Hall County at the time said Notice was first published as being outside the boundaries of Hall County.

Affiant further states that she, and her attorney, after diligent investigation and inquiry, were unable to ascertain and does not know the post office address of any other party appearing to have a direct legal interest in the proceedings other than the above parties to whom notice has been mailed.

DATED: December 13, 2016



RaNae Edwards, City Clerk

Subscribed and sworn to before me this 13th date December, 2016.



Notary Public



**NOTICE OF
BOARD OF
EQUALIZATION HEARING**

Sanitary Sewer District No. 528
Wildwood Subdivision
Hall County, Nebraska

NOTICE is hereby given to all persons owning real estate in Sanitary Sewer District No. 528 in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on December 27, 2016 at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of the sanitary sewer improvements therein. All owners of real estate within said sanitary sewer district, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why assessments should not be made.

By order of the City Council,
Grand Island, Nebraska.

RaNae Edwards, City Clerk

13-20-27

ORDINANCE NO.

An ordinance to assess and levy a special tax to pay the cost of construction of Sanitary Sewer District No. 528 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land specifically benefited, for the purpose of paying the cost of construction of said sanitary sewer in said Sanitary Sewer District No. 528, as adjudged by the Mayor and Council of said City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and lands as follows:

Sanitary Sewer District No. 528 - Assessments

Parcel #	Owner	Legal	Totals	Connection Fee Previously Paid	Assessment Owed
400215985	Robin Stauffer Trustee	Alda Twp PT SE1/4 NE1/4 & PT E1/2 SE1/4 1-10-10 87.48 ac	\$142,268.74	\$ -	\$ 142,268.74
400215977	Daniel P & Susan M Springer	Stauffer Sub Lot 2 5.03 ac	\$ 42,157.68	\$ -	\$ 42,157.68
400219298	Robco LLC, c/o Cody Wray	Lots 1, Wildwood Sub	\$ 35,368.98	\$ 2,003.13	\$ 33,365.85
400219298	Robco LLC, c/o Cody Wray	Lots 2, Wildwood Sub	\$ 8,637.09	\$ -	\$ 8,637.09
400219298	Robco, LLC, c/o Cody Wray	Lots 3, Wildwood Sub	\$ 22,003.04	\$ -	\$ 22,003.04
400219433	Robco, LLC	Lot 14, Wildwood Sub	\$ 22,039.20	\$ -	\$ 22,039.20
400219441	Robco, LLC	Lot 15, Wildwood Sub	\$ 43,940.84	\$ -	\$ 43,940.84
400219336	Rich & Sons Camper Sales of GI	Lot 4, Wildwood Sub	\$ 22,006.06	\$ 5,936.25	\$ 16,069.81
400219360	Rich & Sons Camper Sales of GI	Lot 7, Wildwood Sub	\$ 22,003.04	\$ -	\$ 22,003.04
400219417	Rich & Sons Camper Sales of GI	Lot 12, Wildwood Sub	\$ 22,093.03	\$ -	\$ 22,093.03
400219425	Rich & Sons Camper Sales of GI	Lot 13, Wildwood Sub	\$ 22,007.23	\$ -	\$ 22,007.23
400219352	Rich & Sons Camper Sales of GI	Lot 1, Hiser Sub	\$ 44,006.07	\$ -	\$ 44,006.07

Approved as to Form ☐ _____
December 13, 2016 ☐ City Attorney

RESOLUTION NO. _____ (Cont.)

400219379	BBRE Partnership	Lot 8, Wildwood Sub	\$ 26,414.64	\$ -	\$ 26,414.64
400219387	BBRE Partnership	Lot 9, Wildwood Sub	\$ 26,104.07	\$ -	\$ 26,104.07
400219395	BBRE Partnership	Lot 10, Wildwood Sub	\$ 22,142.26	\$ -	\$ 22,142.26
400219409	BBRE Partnership	Lot 11, Wildwood Sub	\$ 22,046.93	\$ -	\$ 22,046.93
400219468	JPK & CMA Enterprises, Inc.	Lot 1, Wildwood Second Sub	\$ 47,328.12	\$ -	\$ 47,328.12
400219476	GMS Enterprises, Inc.	Lot 2, Wildwood Second Sub	\$ 42,820.68	\$ -	\$ 42,820.68
400219484	Central Cooperatives Nonstock Transport Co.	Lot 18, Wildwood Sub	\$ 22,537.20	\$ -	\$ 22,537.20
400219492	Central Cooperatives Nonstock Transport Co.	Lot 19, Wildwood Sub	\$ 22,537.20	\$ -	\$ 22,537.20
400219506	Central Cooperatives Nonstock Transport Co.	Lot 20, Wildwood Sub	\$ 22,537.20	\$ -	\$ 22,537.20
400219522	Nebraska Transport Co., Inc.	Lot 21, Wildwood Sub	\$ 22,537.20	\$ -	\$ 22,537.20
400219522	Nebraska Transport Co., Inc.	Lot 22, Wildwood Sub	\$ 69,159.31	\$ -	\$ 69,159.31
400219530	Amercian Freightways, Inc.	Lot 23, Wildwood Sub	\$ 23,719.25	\$ -	\$ 23,719.25
400219530	American Freightways, Inc.	Lot 24, Wildwood Sub	\$ 23,719.25	\$ -	\$ 23,719.25
400219530	American Freightways, Inc.	Lot 25, Wildwood Sub	\$ 23,719.25	\$ -	\$ 23,719.25
400219549	Man Properties, LLC	Lot 26, Wildwood Sub	\$ 23,719.25	\$ -	\$ 23,719.25
400219549	Man Properties, LLC	Lot 27, Wildwood Sub	\$ 23,719.25	\$ -	\$ 23,719.25
400219549	Man Properties, LLC	Misc Tracts 12-10-10 PT NE 1/4, NE 1/4 1.63 ac	\$ 51,707.94	\$ -	\$ 51,707.94
Totals			\$ 965,000.00	\$ 7,939.38	\$ 957,060.62

SECTION 2. The special tax shall become delinquent as follows: one-tenth of the total amount shall become delinquent in fifty (50) days; one-tenth in one year; one-tenth in two years; one-tenth in three years; one-tenth in four years; one-tenth in five years; one-tenth in six years; one-tenth in seven years; one-tenth in eight years; one-tenth in nine years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within fifty days from the date of the levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at rate of fourteen percent (14%) per annum shall be paid thereof, until the same is collected and paid.

RESOLUTION NO. _____ (Cont.)

SECTION 3. The Treasurer of the City of Grand Island, Nebraska is hereby directed to collect the amount of said taxes herein set forth as provide by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the “Sanitary Sewer District No. 528”.

SECTION 6. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 7. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen (15) days in one issue of the Grand Island Independent as provided by law.

Enacted: December 27, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

RESOLUTION 2016

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sanitary Sewer District No. 528, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district 528 to be the total sum of \$1,900,546.70, with credits of \$943,486.08, for a revised assessment total of \$957,060.62; and

Such benefits are equal and uniform; and

According to the area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 528, such benefits are the sums set opposite the several descriptions as follows:

Sanitary Sewer District No. 528 - Assessments

Parcel #	Owner	Legal	Totals	Connection Fee Previously Paid	Assessment Owed
400215985	Robin Stauffer Trustee	Alda Twp PT SE1/4 NE1/4 & PT E1/2 SE1/4 1-10-10 87.48 ac	\$142,268.74	\$ -	\$ 142,268.74
400215977	Daniel P & Susan M Springer	Stauffer Sub Lot 2 5.03 ac	\$ 42,157.68	\$ -	\$ 42,157.68
400219298	Robco LLC, c/o Cody Wray	Lots 1, Wildwood Sub	\$ 35,368.98	\$ 2,003.13	\$ 33,365.85
400219298	Robco LLC, c/o Cody Wray	Lots 2, Wildwood Sub	\$ 8,637.09	\$ -	\$ 8,637.09
400219298	Robco, LLC, c/o Cody Wray	Lots 3, Wildwood Sub	\$ 22,003.04	\$ -	\$ 22,003.04
400219433	Robco, LLC	Lot 14, Wildwood Sub	\$ 22,039.20	\$ -	\$ 22,039.20
400219441	Robco, LLC	Lot 15, Wildwood Sub	\$ 43,940.84	\$ -	\$ 43,940.84
400219336	Rich & Sons Camper Sales of GI	Lot 4, Wildwood Sub	\$ 22,006.06	\$ 5,936.25	\$ 16,069.81
400219360	Rich & Sons Camper Sales of GI	Lot 7, Wildwood Sub	\$ 22,003.04	\$ -	\$ 22,003.04
400219417	Rich & Sons Camper Sales of GI	Lot 12, Wildwood Sub	\$ 22,093.03	\$ -	\$ 22,093.03
400219425	Rich & Sons Camper Sales of GI	Lot 13, Wildwood Sub	\$ 22,007.23	\$ -	\$ 22,007.23
400219352	Rich & Sons Camper Sales of GI	Lot 1, Hiser Sub	\$ 44,006.07	\$ -	\$ 44,006.07
400219379	BBRE Partnership	Lot 8, Wildwood Sub	\$ 26,414.64	\$ -	\$ 26,414.64
400219387	BBRE Partnership	Lot 9, Wildwood Sub	\$ 26,104.07	\$ -	\$ 26,104.07
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400219468	JPK & CMA Enterprises, Inc.	Lot 1, Wildwood Second Sub	\$ 47,328.12	\$ -	\$ 47,328.12
400219476	GMS Enterprises, Inc.	Lot 2, Wildwood Second Sub	\$ 42,820.68	\$ -	\$ 42,820.68
400219484	Central Cooperatives Nonstock Transport Co.	Lot 18, Wildwood Sub	\$ 22,537.20	\$ -	\$ 22,537.20
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400219522	Nebraska Transport Co., Inc.	Lot 22, Wildwood Sub	\$ 69,159.31	\$ -	\$ 69,159.31
400219530	Amercian Freightways, Inc.	Lot 23, Wildwood Sub	\$ 23,719.25	\$ -	\$ 23,719.25
400219530	American Freightways, Inc.	Lot 24, Wildwood Sub	\$ 23,719.25	\$ -	\$ 23,719.25

Approved as to Form ☐ _____
December 13, 2016 ☐ City Attorney

400219530	American Freightways, Inc.	Lot 25, Wildwood Sub	\$ 23,719.25	\$ -	\$ 23,719.25
400219549	Man Properties, LLC	Lot 26, Wildwood Sub	\$ 23,719.25	\$ -	\$ 23,719.25
400219549	Man Properties, LLC	Lot 27, Wildwood Sub	\$ 23,719.25	\$ -	\$ 23,719.25
400219549	Man Properties, LLC	Misc Tracts 12-10-10 PT NE 1/4, NE 1/4 1.63 ac	\$ 51,707.94	\$ -	\$ 51,707.94
Totals			\$ 965,000.00	\$ 7,939.38	\$ 957,060.62

Adopted by the City Council of the City of Grand Island, Nebraska, December 27, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

RESOLUTION 2016-BE-7

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sanitary Sewer District No. 528, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district 528 to be the total sum of \$1,900,546.70, with credits of \$943,486.08, for a revised assessment total of \$957,060.62; and

Such benefits are equal and uniform; and

According to the area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 528, such benefits are the sums set opposite the several descriptions as follows:

Sanitary Sewer District No. 528 - Assessments

Parcel #	Owner	Legal	Totals	Connection Fee Previously Paid	Assessment Owed
400215985	Robin Stauffer Trustee	Alda Twp PT SE1/4 NE1/4 & PT E1/2 SE1/4 1-10-10 87.48 ac	\$142,268.74	\$ -	\$ 142,268.74
400215977	Daniel P & Susan M Springer	Stauffer Sub Lot 2 5.03 ac	\$ 42,157.68	\$ -	\$ 42,157.68
400219298	Robco LLC, c/o Cody Wray	Lots 1, Wildwood Sub	\$ 35,368.98	\$ 2,003.13	\$ 33,365.85
400219298	Robco LLC, c/o Cody Wray	Lots 2, Wildwood Sub	\$ 8,637.09	\$ -	\$ 8,637.09
400219298	Robco, LLC, c/o Cody Wray	Lots 3, Wildwood Sub	\$ 22,003.04	\$ -	\$ 22,003.04
400219433	Robco, LLC	Lot 14, Wildwood Sub	\$ 22,039.20	\$ -	\$ 22,039.20
400219441	Robco, LLC	Lot 15, Wildwood Sub	\$ 43,940.84	\$ -	\$ 43,940.84
400219336	Rich & Sons Camper Sales of GI	Lot 4, Wildwood Sub	\$ 22,006.06	\$ 5,936.25	\$ 16,069.81
400219360	Rich & Sons Camper Sales of GI	Lot 7, Wildwood Sub	\$ 22,003.04	\$ -	\$ 22,003.04
400219417	Rich & Sons Camper Sales of GI	Lot 12, Wildwood Sub	\$ 22,093.03	\$ -	\$ 22,093.03
400219425	Rich & Sons Camper Sales of GI	Lot 13, Wildwood Sub	\$ 22,007.23	\$ -	\$ 22,007.23
400219352	Rich & Sons Camper Sales of GI	Lot 1, Hiser Sub	\$ 44,006.07	\$ -	\$ 44,006.07
400219379	BBRE Partnership	Lot 8, Wildwood Sub	\$ 26,414.64	\$ -	\$ 26,414.64
400219387	BBRE Partnership	Lot 9, Wildwood Sub	\$ 26,104.07	\$ -	\$ 26,104.07
400219395	BBRE Partnership	Lot 10, Wildwood Sub	\$ 22,142.26	\$ -	\$ 22,142.26
400219409	BBRE Partnership	Lot 11, Wildwood Sub	\$ 22,046.93	\$ -	\$ 22,046.93
400219468	JPK & CMA Enterprises, Inc.	Lot 1, Wildwood Second Sub	\$ 47,328.12	\$ -	\$ 47,328.12
400219476	GMS Enterprises, Inc.	Lot 2, Wildwood Second Sub	\$ 42,820.68	\$ -	\$ 42,820.68
400219484	Central Cooperatives Nonstock Transport Co.	Lot 18, Wildwood Sub	\$ 22,537.20	\$ -	\$ 22,537.20
400219492	Central Cooperatives Nonstock Transport Co.	Lot 19, Wildwood Sub	\$ 22,537.20	\$ -	\$ 22,537.20
400219506	Central Cooperatives Nonstock Transport Co.	Lot 20, Wildwood Sub	\$ 22,537.20	\$ -	\$ 22,537.20
400219522	Nebraska Transport Co., Inc.	Lot 21, Wildwood Sub	\$ 22,537.20	\$ -	\$ 22,537.20
400219522	Nebraska Transport Co., Inc.	Lot 22, Wildwood Sub	\$ 69,159.31	\$ -	\$ 69,159.31
400219530	Amercian Freightways, Inc.	Lot 23, Wildwood Sub	\$ 23,719.25	\$ -	\$ 23,719.25

Approved as to Form ☐ _____
December 23, 2016 ☐ City Attorney

400219530	American Freightways, Inc.	Lot 24, Wildwood Sub	\$ 23,719.25	\$ -	\$ 23,719.25
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400219530	American Freightways, Inc.	Lot 25, Wildwood Sub	\$ 23,719.25	\$ -	\$ 23,719.25
400219549	Man Properties, LLC	Lot 26, Wildwood Sub	\$ 23,719.25	\$ -	\$ 23,719.25
400219549	Man Properties, LLC	Lot 27, Wildwood Sub	\$ 23,719.25	\$ -	\$ 23,719.25
400219549	Man Properties, LLC	Misc Tracts 12-10-10 PT NE 1/4, NE 1/4 1.63 ac	\$ 51,707.94	\$ -	\$ 51,707.94
Totals			\$ 965,000.00	\$ 7,939.38	\$ 957,060.62

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 27, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

- 2 -



City of Grand Island

Tuesday, December 27, 2016

Council Session

Item D-2

#2016-BE-8 - Consideration of Determining Benefits for Sanitary Sewer District No. 530T

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

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

Council Agenda Memo

From: Terry Brown PE, Assistant Public Works Director

Meeting: December 27, 2016

Subject: Consideration of Determining Benefits for Sanitary Sewer District No. 530T

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

Background

The Certificate of Final Completion for Sanitary Sewer District No. 530T was approved on November 22, 2016 with December 27, 2016 set as the date for Council to sit as the Board of Equalization.

All work has been completed and special fees have been calculated for this sanitary sewer tap district.

Discussion

Sanitary Sewer District No. 530T was created by City Council on December 6, 2011 through Ordinance No. 9348 to support sanitary sewer extension south along Highway 281 past Interstate 80. Work on this sanitary sewer district was completed at a construction price of \$1,764,656.49 and additional costs of \$538,185.76, for a total district cost of \$2,302,842.25. The Engineers Certificate of Completion is attached detailing such costs.

Tap connection fees were reached using the following information, with supporting documentation attached.

Final	\$ 2,302,842.25
528 costs associated	\$ 436,395.96
City Costs	\$ -
Total Tap Fees	\$ 2,739,238.21

Connection Agreements & amount paid prior to project completion:

Property Owner	Address	Previous Fees Paid
Design Flite, Inc.	6499 S US Highway 281	\$20,887.75
Total Previous Fees Paid		\$20,887.75

The attached resolution gives credit to the one (1) property owner currently connected to the sanitary sewer main in this tap district and notes the tap fee amount due from each property, in the total amount of \$2,718,350.46.

A connection fee in the amount of the benefit accruing to each property in the district shall be paid to the City of Grand Island prior to the time such property becomes connected to the sanitary sewer. No property benefited as determined by the attached resolution shall be connected to the sanitary sewer main until the connection fee is paid.

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

Public Works Administration recommends that the Council sit as the Board of Equalization to determine benefits and pass an Ordinance to levy a Special Tap Fee to individual properties.

Sample Motion

(Sample Motion for the Board of Equalization)

Move to approve the resolution determining benefits for Sanitary Sewer District No. 530T.

(Sample Motion for the Ordinance)

Move to approve the Ordinance levying the tap fees for Sanitary Sewer District No. 530T.

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

AFFIDAVIT OF MAILING

RaNae Edwards, City Clerk, being first duly sworn on oath, deposes and says that she is the duly appointed and acting City Clerk of the City of Grand Island, Nebraska, and that on December 13, 2016, she mailed copies of the "Notice of Board of Equalization Hearing – Sanitary Sewer District 530T", which notice was first published in the Grand Island Independent on December 13, 2016, to the following named parties:

Larry J & Karen L Knuth
3554 W Wildwood Dr
Grand Island, NE 68803

Bosselman Motels, Inc.
PO Box 4905
Grand Island, NE 68802

Jim C & Kathy L Rathman
5362 S US Hwy 281
Grand Island, NE 68803

Bosselman Properties, Inc. c/o Fred A Bosselman
PO Box 1567
Grand Island, NE 68802

Arthur P & Geraldine Stelk Living Rev Trust
3008 Brentwood Blvd
Grand Island, NE 68801

Boss Truck Shops, Inc.
PO Box 4905
Grand Island, NE 68802

Lawney L Rathman Trustee
4178 Springview Dr
Grand Island, NE 68803

Bosselman Energy, Inc. c/o Travis Hasselmann Cont.
PO Box 1567
Grand Island, NE 68802

Norman Niel & Shirley Stelk
5679 S North Rd
Grand Island, NE 68803

Bosselman Travel Center, Inc.
PO Box 4905
Grand Island, NE 68802

Curt & Christine Smith
3468 W Guenther Rd
Grand Island, NE 68803

Darrell R & Judith I Sutter
3698 W Wood River Rd
Grand Island, NE 68803

*Bence Family, LLC c/o Ariyn Uhrmacher Mngr
3220 Sheridan Blvd
Lincoln, NE 68502

Dale L & Marilyn Bockman
3858 W Wood River Rd
Grand Island, NE 68803

Kirby Kay Smith
3493 W Guenther Rd
Grand Island, NE 68803

Kenneth Clausen c/o Robert Clausen
5719 S US Hwy 281
Grand Island, NE 68801

Jan Marie Amundson
3629 W Guenther Rd
Grand Island, NE 68803

Robert H Clausen Life Estate, Kenneth Clausen
5719 S US Hwy 281
Grand Island, NE 68801

K Diane Bockmann Trustee
6360 S US Hwy 281
Grand Island, NE 68803

Carline A Denman Trustee
2720 Sunnybrook Rd
Grand Island, NE 68801

Bosselman, Inc.
PO Box 4905
Grand Island, NE 68802

Kuehner Farms, Inc.
203 W 9th Rd
Doniphan, NE 68832

Bosselman Pump & Pantry, Inc.
PO Box 4905
Grand Island, NE 68802

*Kuehner Farms, Inc. c/o D Janssen
233 S 13th St #1900
Lincoln, NE 68508

Such communications were properly posted and deposited in the United States mail.

Those names shown with an asterisk were mailed copies by certified mail, return receipt requested, being owners of property within the district whose addresses were shown on the tax rolls of Hall County at the time said Notice was first published as being outside the boundaries of Hall County.

Affiant further states that she, and her attorney, after diligent investigation and inquiry, were unable to ascertain and does not know the post office address of any other party appearing to have a direct legal interest in the proceedings other than the above parties to whom notice has been mailed.

DATED: December 13, 2016



RaNae Edwards, City Clerk

Subscribed and sworn to before me this 13th date December, 2016.





Notary Public

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

AFFIDAVIT OF MAILING

RaNae Edwards, City Clerk, being first duly sworn on oath, deposes and says that she is the duly appointed and acting City Clerk of the City of Grand Island, Nebraska, and that on December 13, 2016, she mailed copies of the "Notice of Board of Equalization Hearing – Sanitary Sewer District 530T", which notice was first published in the Grand Island Independent on December 13, 2016, to the following named parties:

Design Flite, Inc.
6499 S Hwy 281
Grand Island, NE 68803

Such communications were properly posted and deposited in the United States mail.

Those names shown with an asterisk were mailed copies by certified mail, return receipt requested, being owners of property within the district whose addresses were shown on the tax rolls of Hall County at the time said Notice was first published as being outside the boundaries of Hall County.

Affiant further states that she, and her attorney, after diligent investigation and inquiry, were unable to ascertain and does not know the post office address of any other party appearing to have a direct legal interest in the proceedings other than the above parties to whom notice has been mailed.

DATED: December 13, 2016



RaNae Edwards, City Clerk

Subscribed and sworn to before me this 13th date December, 2016.





Notary Public

**NOTICE OF
BOARD OF
EQUALIZATION HEARING**

Sanitary Sewer
District No. 530T
US Highway 281 South past
Interstate 80
Hall County, Nebraska

NOTICE is hereby given to all persons owning real estate in Sanitary Sewer District No. 530T in the City of Grand Island, Hall County, Nebraska, and to all persons interested, that the City Council of said City will sit as a Board of Equalization at the City Council Chambers on December 27, 2016 at 7:00 p.m., to determine benefits accruing to the respective lots, tracts, and parcels of land in said district to pay the cost of the sanitary sewer improvements therein. All owners of real estate within said sanitary sewer district, and all persons interested, will take notice of the time and place of the sitting of the Board of Equalization, at which time any person or persons may appear and show cause, if any there be, why assessments should not be made.

By order of the City Council,
Grand Island, Nebraska.

RaNae Edwards, City Clerk
13-20-27

ERIC H. LINDQUIST,

RESOLUTION 2016

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sanitary Sewer District No. 530T, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district 530T to be the total sum of \$2,739,238.21, with credits of \$20,887.75 for a revised tap fee total of \$2,718,350.46; and

Such benefits are equal and uniform; and

According to the area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 530T, such benefits are the sums set opposite the several descriptions as follows:

Sanitary Sewer District No. 530T - Assessments

Parcel #	Owner	Legal	Sub-Total	Tap Fee Previously Paid	Tap Fee Owed
400217198	Larry J & Karen L Knuth	ALDA TWP PT NW 1/4 NE 1/4 12-10-10 39 AC	\$ 7,379.12	\$ -	\$ 7,379.12
400217201	Larry J & Karen L Knuth	ALDA TWP PT NE 1/4 NW 1/4 NE 1/4 12-10-10 1 AC	\$ 184.32	\$ -	\$ 184.32
400217244	Jim C & Kathy L Rathman	ALDA TWP PT NE 1/4 NW 1/4 12-10-10 40 AC	\$ 6,695.75	\$ -	\$ 6,695.75
400495510	Jim C & Kathy L Rathman	ALDA TWP SE 1/4 NW 1/4 & NE 1/4 SW 1/4 12-10-10 80 AC	\$ 15,227.41	\$ -	\$ 15,227.41
400217279	Arthur P & Geraldine Stelk Living Rev Trust	ALDA TWP N 55 AC W 1/2 NW 1/4 12-10-10 55 AC	\$ 9,234.59	\$ -	\$ 9,234.59
400217236	Lawney L Rathman Trustee	ALDA TWP XC 5.37 AC STATE SE 1/4 NE 1/4 12-10-10 34.63 AC	\$ 215,084.34	\$ -	\$ 215,084.34
400217228	Lawney L Rathman Trustee	ALDA TWP SW 1/4 NE 1/4 12-10-10 40 AC	\$ 18,023.81	\$ -	\$ 18,023.81
400217309	Lawney L Rathman Trustee	ALDA TWP XC 13.84 AC STATE E 1/2 SE 1/4 12-10-10 66.16 AC	\$ 405,092.79	\$ -	\$ 405,092.79
400217341	Lawney L Rathman Trustee	ALDA TWP S 30 AC NW 1/4 SE 1/4 2-10-10 30 AC	\$ 14,667.61	\$ -	\$ 14,667.61
400217295	Lawney L Rathman Trustee	ALDA TWP PT N 1/2 N 1/2 NW 1/4 SE 1/4 12-10-10 9.50 AC	\$ 3,895.55	\$ -	\$ 3,895.55
400217252	Norman Niel & Shirley Stelk	ALDA TWP S 25 AC W 1/2 NW 1/4 12-10-10 25 AC	\$ 4,015.16	\$ -	\$ 4,015.16
400217260	Norman Niel & Shirley Stelk	ALDA TWP W 1/2 SW 1/4 12-10-10 80 AC	\$ 13,388.36	\$ -	\$ 13,388.36
400217325	Curt & Christine Smith	ALDA TWP PT E 1/2 E 1/2 SW 1/4 SE 1/4 12-10-10 9 AC	\$ 4,171.56	\$ -	\$ 4,171.56
400217368	Curt & Christine Smith	ALDA TWP PT SW 1/4 SE 1/4 132' X 300' 12-10-10 1 AC	\$ 348.04	\$ -	\$ 348.04
400217317	Bence Family, LLC c/o Arlyn Uhrmacher Mngr	ALDA TWP PT SW 1/4 SE 1/4 12-10-10 30 AC	\$ 13,191.01	\$ -	\$ 13,191.01
400217287	Bence Family, LLC c/o Arlyn Uhrmacher Mngr	ALDA TWP SE 1/4 SW 1/4 12-10-10 40 AC	\$ 7,606.74	\$ -	\$ 7,606.74

Approved as to Form ☐ _____
December 13, 2016 ☐ City Attorney

400217376	Kirby Kay Smith	ALDA TWP PT NE 1/4 NE 1/4 XC 5.57 AC STATE 13-10-10 18.04 AC	\$ 124,507.34	\$ -	\$ 124,507.34
400389657	Kirby Kay Smith	ALDA TWP PT N 1/2 NE 1/4 13-10- 10 59.27 AC	\$ 127,294.57	\$ -	\$ 127,294.57
400217449	Jan Marie Amundson	ALDA TWP AMUNDSON SUB LT 1	\$ 770.75	\$ -	\$ 770.75
400217392	K Diane Bockmann Trustee	ALDA TWP PT SE 1/4 NE 1/4 13-10- 10 1 AC	\$ 14,654.01	\$ -	\$ 14,654.01
400217384	K Diane Bockmann Trustee	ALDA TWP PT S 1/2 NE 1/4 & PT SE 1/4 XC 13.81 AC STATE 13-10-10 148.75 AC	\$ 483,464.88	\$ -	\$ 483,464.88
400418924	Bosselman, Inc.	ALDA TWP PT E 1/2 SE 1/4 13-10-10 25 AC	\$ 166,749.95	\$ -	\$ 166,749.95
400217503	Bosselman, Inc.	ALDA TWP NE 1/4 SW 1/4 SE 1/4 13-10-10 10 AC	\$ 11,641.78	\$ -	\$ 11,641.78
400406772	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB OUTLOT 1 BLK 2	\$ 11,817.47	\$ -	\$ 11,817.47
400406713	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 2 BLK 2	\$ 939.23	\$ -	\$ 939.23
400406721	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 3 BLK 2	\$ 1,206.57	\$ -	\$ 1,206.57
400406748	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 4 BLK 2	\$ 1,243.01	\$ -	\$ 1,243.01
400406756	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 5 BLK 2	\$ 1,027.24	\$ -	\$ 1,027.24
400406764	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 6 BLK 2	\$ 1,173.89	\$ -	\$ 1,173.89
400406683	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 10 BLK 1	\$ 6,852.31	\$ -	\$ 6,852.31
400406675	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 9 BLK 1	\$ 6,221.20	\$ -	\$ 6,221.20
400406659	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 8 BLK 1	\$ 6,196.72	\$ -	\$ 6,196.72
400406640	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 7 BLK 1	\$ 9,860.35	\$ -	\$ 9,860.35
400406691	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB OUTLOT 1 BLK 1	\$ 272.57	\$ -	\$ 272.57
400406705	Bosselman Pump & Pantry, Inc.	ALDA TWP BOSSELVILLE SUB LT 1 BLK 2	\$ 1,012.13	\$ -	\$ 1,012.13
400406632	Bosselman Motels, Inc.	ALDA TWP BOSSELVILLE SECOND SUB LT 2	\$ 6,593.41	\$ -	\$ 6,593.41
400406624	Bosselman Motels, Inc.	ALDA TWP BOSSELVILLE SECOND SUB LT 1	\$ 16,672.44	\$ -	\$ 16,672.44
400406616	Bosselman Properties, Inc. c/o Fred A Bosselman	ALDA TWP BOSSELVILLE SUB LT 4 BLK 1	\$ 6,335.52	\$ -	\$ 6,335.52
400218437	Boss Truck Shops, Inc.	ALDA TWP BOSSELVILLE THIRD SUB LT 2~	\$ 19,629.81	\$ -	\$ 19,629.81
400406608	Bosselman Energy, Inc. c/o Travis Hasselmann Cont.	ALDA TWP BOSSELVILLE THIRD SUB LT 3~	\$ 38,161.69	\$ -	\$ 38,161.69
400448173	Bosselman Travel Center, Inc.	ALDA TWP BOSSELVILLE THIRD SUB LT 1~	\$ 172,627.14	\$ -	\$ 172,627.14

400217511	Darrell R & Judith I Sutter	ALDA TWP NW 1/4 SW 1/4 SE 1/4 & PT SW 1/4 SW 1/4 SE 1/4 13-10-10 10.30 AC	\$ 11,984.03	\$ -	\$ 11,984.03
400217465	Dale L & Marilyn Bockman	ALDA TWP SE 1/4 SW 1/4 13-10-10 40 AC	\$ 34,360.28	\$ -	\$ 34,360.28
400218445	Dale & Marilyn Bockman	ALDA TWP PT LT 2 & ALL LT 3 24-10-10 100.33 AC	\$ 87,062.07	\$ -	\$ 87,062.07
400209276	Kenneth Clausen c/o Robert Clausen	WASHINGTON TWP XC 2.37 AC HWY SW 1/4 NW 1/4 8-10-9 37.63 AC	\$ 5,965.52	\$ -	\$ 5,965.52
400209330	Kenneth Clausen c/o Robert Clausen	WASHINGTON TWP PT W 1/2 SW 1/4 XC 8.32 AC HWY XC 2.28 AC HWY 8-10-9 67.40 AC	\$ 12,711.77	\$ -	\$ 12,711.77
400460432	Kenneth Clausen c/o Robert Clausen	WASH TWP RIVER SUB LT 1	\$ 272.28	\$ -	\$ 272.28
400209322	Robert H Clausen Life Estate, Kenneth Clausen	WASHINGTON TWP PT E 1/2 SW 1/4 XC .06 AC HWY & N 16.5' OF NW 1/4 SW 1/4 8-10-9 80.44 AC	\$ 14,224.16	\$ -	\$ 14,224.16
400209551	Carline A Denman Trustee	WASHINGTON TWP XC 2 AC PT NW 1/4 NW 1/4 XC 8.54 AC HWY W 1/2 LT 4 & W 1/2 SW 1/4 NW 1/4 XC .33 AC HWY 17-10-9 70.25 AC	\$ 282,385.26	\$ -	\$ 282,385.26
400460017	Kuehner Farms, Inc.	WASHINGTON TWP PT NE 1/4 NW 1/4 100' X 300' 17-10-9 .69 AC	\$ 18,218.65	\$ -	\$ 18,218.65
400209543	Kuehner Farms, Inc.	WASHINGTON TWP PT NE 1/4 NW 1/4 & E 1/2 LT 4 & E 1/2 SW 1/4 NW 1/4 17-10-9 84 AC	\$ 247,769.65	\$ -	\$ 247,769.65
400209535	Kuehner Farms, Inc. c/o D Janssen	WASHINGTON TWP PT LT 3 17-10-9 55 AC	\$ 26,535.29	\$ -	\$ 26,535.29
400210703	Design Flite, Inc.	WASHINGTON TWP FIRESIDE INTERSTATE PLAZA SECOND SUB LT 1	\$ 22,617.11	\$20,887.75	\$ 1,729.36
TOTALS:			\$2,739,238.21	\$20,887.75	\$2,718,350.46

BE IT FURTHER RESOLVED that the special benefits as determined by this resolution shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103, R.R.S. 1943. A connection fee in the amount of the above benefit accruing to each property in the district shall be paid to the City of Grand Island at the time such property becomes connected to the sanitary sewer. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 27, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

DRAFT

RESOLUTION NO. 2016-

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the special benefits as determined by Resolution No. 2016-BE-x shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103 R.R.S. 1943. A connection fee in the amount of the benefit identified below accruing to each property in the district shall be paid to the City of Grand Island at time such property becomes connected to the sanitary sewer main. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

According to the front foot and area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 530T, such benefits are the sums set opposite the descriptions as follows:

Sanitary Sewer District No. 530T - Assessments

Parcel #	Owner	Legal	Sub-Total	Tap Fee Previously Paid	Tap Fee Owed
400217198	Larry J & Karen L Knuth	ALDA TWP PT NW 1/4 NE 1/4 12-10-10 39 AC	\$ 7,379.12	\$ -	\$ 7,379.12
400217201	Larry J & Karen L Knuth	ALDA TWP PT NE 1/4 NW 1/4 NE 1/4 12-10-10 1 AC	\$ 184.32	\$ -	\$ 184.32
400217244	Jim C & Kathy L Rathman	ALDA TWP PT NE 1/4 NW 1/4 12-10-10 40 AC	\$ 6,695.75	\$ -	\$ 6,695.75
400495510	Jim C & Kathy L Rathman	ALDA TWP SE 1/4 NW 1/4 & NE 1/4 SW 1/4 12-10-10 80 AC	\$ 15,227.41	\$ -	\$ 15,227.41
400217279	Arthur P & Geraldine Stelk Living Rev Trust	ALDA TWP N 55 AC W 1/2 NW 1/4 12-10-10 55 AC	\$ 9,234.59	\$ -	\$ 9,234.59
400217236	Lawney L Rathman Trustee	ALDA TWP XC 5.37 AC STATE SE 1/4 NE 1/4 12-10-10 34.63 AC	\$ 215,084.34	\$ -	\$ 215,084.34
400217228	Lawney L Rathman Trustee	ALDA TWP SW 1/4 NE 1/4 12-10-10 40 AC	\$ 18,023.81	\$ -	\$ 18,023.81
400217309	Lawney L Rathman Trustee	ALDA TWP XC 13.84 AC STATE E 1/2 SE 1/4 12-10-10 66.16 AC	\$ 405,092.79	\$ -	\$ 405,092.79

Approved as to Form ☐ _____
December 13, 2016 ☐ City Attorney

RESOLUTION NO. _____ (Cont.)

400217341	Lawney L Rathman Trustee	ALDA TWP S 30 AC NW 1/4 SE 1/4 2-10-10 30 AC	\$ 14,667.61	\$ -	\$ 14,667.61
400217295	Lawney L Rathman Trustee	ALDA TWP PT N 1/2 N 1/2 NW 1/4 SE 1/4 12-10-10 9.50 AC	\$ 3,895.55	\$ -	\$ 3,895.55
400217252	Norman Niel & Shirley Stelk	ALDA TWP S 25 AC W 1/2 NW 1/4 12-10-10 25 AC	\$ 4,015.16	\$ -	\$ 4,015.16
400217260	Norman Niel & Shirley Stelk	ALDA TWP W 1/2 SW 1/4 12-10-10 80 AC	\$ 13,388.36	\$ -	\$ 13,388.36
400217325	Curt & Christine Smith	ALDA TWP PT E 1/2 E 1/2 SW 1/4 SE 1/4 12-10-10 9 AC	\$ 4,171.56	\$ -	\$ 4,171.56
400217368	Curt & Christine Smith	ALDA TWP PT SW 1/4 SE 1/4 132' X 300' 12-10-10 1 AC	\$ 348.04	\$ -	\$ 348.04
400217317	Bence Family, LLC c/o Arlyn Uhrmacher Mngr	ALDA TWP PT SW 1/4 SE 1/4 12-10-10 30 AC	\$ 13,191.01	\$ -	\$ 13,191.01
400217287	Bence Family, LLC c/o Arlyn Uhrmacher Mngr	ALDA TWP SE 1/4 SW 1/4 12-10-10 40 AC	\$ 7,606.74	\$ -	\$ 7,606.74
400217376	Kirby Kay Smith	ALDA TWP PT NE 1/4 NE 1/4 XC 5.57 AC STATE 13-10-10 18.04 AC	\$ 124,507.34	\$ -	\$ 124,507.34
400389657	Kirby Kay Smith	ALDA TWP PT N 1/2 NE 1/4 13-10-10 59.27 AC	\$ 127,294.57	\$ -	\$ 127,294.57
400217449	Jan Marie Amundson	ALDA TWP AMUNDSON SUB LT 1	\$ 770.75	\$ -	\$ 770.75
400217392	K Diane Bockmann Trustee	ALDA TWP PT SE 1/4 NE 1/4 13-10-10 1 AC	\$ 14,654.01	\$ -	\$ 14,654.01
400217384	K Diane Bockmann Trustee	ALDA TWP PT S 1/2 NE 1/4 & PT SE 1/4 XC 13.81 AC STATE 13-10-10 148.75 AC	\$ 483,464.88	\$ -	\$ 483,464.88
400418924	Bosselman, Inc.	ALDA TWP PT E 1/2 SE 1/4 13-10-10 25 AC	\$ 166,749.95	\$ -	\$ 166,749.95
400217503	Bosselman, Inc.	ALDA TWP NE 1/4 SW 1/4 SE 1/4 13-10-10 10 AC	\$ 11,641.78	\$ -	\$ 11,641.78
400406772	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB OUTLOT 1 BLK 2	\$ 11,817.47	\$ -	\$ 11,817.47
400406713	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 2 BLK 2	\$ 939.23	\$ -	\$ 939.23
400406721	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 3 BLK 2	\$ 1,206.57	\$ -	\$ 1,206.57
400406748	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 4 BLK 2	\$ 1,243.01	\$ -	\$ 1,243.01
400406756	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 5 BLK 2	\$ 1,027.24	\$ -	\$ 1,027.24
400406764	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 6 BLK 2	\$ 1,173.89	\$ -	\$ 1,173.89
400406683	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 10 BLK 1	\$ 6,852.31	\$ -	\$ 6,852.31
400406675	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 9 BLK 1	\$ 6,221.20	\$ -	\$ 6,221.20
400406659	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 8 BLK 1	\$ 6,196.72	\$ -	\$ 6,196.72
400406640	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 7 BLK 1	\$ 9,860.35	\$ -	\$ 9,860.35

RESOLUTION NO. _____ (Cont.)

400406691	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB OUTLOT 1 BLK 1	\$ 272.57	\$ -	\$ 272.57
400406705	Bosselman Pump & Pantry, Inc.	ALDA TWP BOSSELVILLE SUB LT 1 BLK 2	\$ 1,012.13	\$ -	\$ 1,012.13
400406632	Bosselman Motels, Inc.	ALDA TWP BOSSELVILLE SECOND SUB LT 2	\$ 6,593.41	\$ -	\$ 6,593.41
400406624	Bosselman Motels, Inc.	ALDA TWP BOSSELVILLE SECOND SUB LT 1	\$ 16,672.44	\$ -	\$ 16,672.44
400406616	Bosselman Properties, Inc. c/o Fred A Bosselman	ALDA TWP BOSSELVILLE SUB LT 4 BLK 1	\$ 6,335.52	\$ -	\$ 6,335.52
400218437	Boss Truck Shops, Inc.	ALDA TWP BOSSELVILLE THIRD SUB LT 2~	\$ 19,629.81	\$ -	\$ 19,629.81
400406608	Bosselman Energy, Inc. c/o Travis Hasselmann Cont.	ALDA TWP BOSSELVILLE THIRD SUB LT 3~	\$ 38,161.69	\$ -	\$ 38,161.69
400448173	Bosselman Travel Center, Inc.	ALDA TWP BOSSELVILLE THIRD SUB LT 1~	\$ 172,627.14	\$ -	\$ 172,627.14
400217511	Darrell R & Judith I Sutter	ALDA TWP NW 1/4 SW 1/4 SE 1/4 & PT SW 1/4 SW 1/4 SE 1/4 13-10-10 10.30 AC	\$ 11,984.03	\$ -	\$ 11,984.03
400217465	Dale L & Marilyn Bockman	ALDA TWP SE 1/4 SW 1/4 13-10-10 40 AC	\$ 34,360.28	\$ -	\$ 34,360.28
400218445	Dale & Marilyn Bockman	ALDA TWP PT LT 2 & ALL LT 3 24- 10-10 100.33 AC	\$ 87,062.07	\$ -	\$ 87,062.07
400209276	Kenneth Clausen c/o Robert Clausen	WASHINGTON TWP XC 2.37 AC HWY SW 1/4 NW 1/4 8-10-9 37.63 AC	\$ 5,965.52	\$ -	\$ 5,965.52
400209330	Kenneth Clausen c/o Robert Clausen	WASHINGTON TWP PT W 1/2 SW 1/4 XC 8.32 AC HWY XC 2.28 AC HWY 8-10-9 67.40 AC	\$ 12,711.77	\$ -	\$ 12,711.77
400460432	Kenneth Clausen c/o Robert Clausen	WASH TWP RIVER SUB LT 1	\$ 272.28	\$ -	\$ 272.28
400209322	Robert H Clausen Life Estate, Kenneth Clausen	WASHINGTON TWP PT E 1/2 SW 1/4 XC .06 AC HWY & N 16.5' OF NW 1/4 SW 1/4 8-10-9 80.44 AC	\$ 14,224.16	\$ -	\$ 14,224.16
400209551	Carline A Denman Trustee	WASHINGTON TWP XC 2 AC PT NW 1/4 NW 1/4 XC 8.54 AC HWY W 1/2 LT 4 & W 1/2 SW 1/4 NW 1/4 XC .33 AC HWY 17-10-9 70.25 AC	\$ 282,385.26	\$ -	\$ 282,385.26
400460017	Kuehner Farms, Inc.	WASHINGTON TWP PT NE 1/4 NW 1/4 100' X 300' 17-10-9 .69 AC	\$ 18,218.65	\$ -	\$ 18,218.65
400209543	Kuehner Farms, Inc.	WASHINGTON TWP PT NE 1/4 NW 1/4 & E 1/2 LT 4 & E 1/2 SW 1/4 NW 1/4 17-10-9 84 AC	\$ 247,769.65	\$ -	\$ 247,769.65
400209535	Kuehner Farms, Inc. c/o D Janssen	WASHINGTON TWP PT LT 3 17-10-9 55 AC	\$ 26,535.29	\$ -	\$ 26,535.29
400210703	Design Flite, Inc.	WASHINGTON TWP FIRESIDE INTERSTATE PLAZA SECOND SUB LT 1	\$ 22,617.12	\$20,887.75	\$ 1,729.37

TOTALS: \$2,739,238.22 \$20,887.75 \$2,718,350.47

RESOLUTION NO. _____ (Cont.)

Adopted by the City Council of the City of Grand Island, Nebraska, December 27, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

DRAFT

RESOLUTION NO. 2016-BE-8

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the special benefits as determined by Resolution No. 2016-BE-8 shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103 R.R.S. 1943. A connection fee in the amount of the benefit identified below accruing to each property in the district shall be paid to the City of Grand Island prior to the time such property becomes connected to the sanitary sewer main. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

According to the front foot and area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 530T, such benefits are the sums set opposite the descriptions as follows:

Sanitary Sewer District No. 530T - Assessments

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400217201	Larry J & Karen L Knuth	ALDA TWP PT NE 1/4 NW 1/4 NE 1/4 12-10-10 1 AC	\$ 184.32	\$ -	\$ 184.32
400217244	Jim C & Kathy L Rathman	ALDA TWP PT NE 1/4 NW 1/4 12-10-10 40 AC	\$ 6,695.75	\$ -	\$ 6,695.75
400495510	Jim C & Kathy L Rathman	ALDA TWP SE 1/4 NW 1/4 & NE 1/4 SW 1/4 12-10-10 80 AC	\$ 15,227.41	\$ -	\$ 15,227.41
400217279	Arthur P & Geraldine Stelk Living Rev Trust	ALDA TWP N 55 AC W 1/2 NW 1/4 12-10-10 55 AC	\$ 9,234.59	\$ -	\$ 9,234.59
400217236	Lawney L Rathman Trustee	ALDA TWP XC 5.37 AC STATE SE 1/4 NE 1/4 12-10-10 34.63 AC	\$ 215,084.34	\$ -	\$ 215,084.34
400217228	Lawney L Rathman Trustee	ALDA TWP SW 1/4 NE 1/4 12-10-10 40 AC	\$ 18,023.81	\$ -	\$ 18,023.81
400217309	Lawney L Rathman Trustee	ALDA TWP XC 13.84 AC STATE E 1/2 SE 1/4 12-10-10 66.16 AC	\$ 405,092.79	\$ -	\$ 405,092.79

Approved as to Form ☐ _____
December 23, 2016 ☐ City Attorney

RESOLUTION NO. 2016-BE-8 (Cont.)

400217341	Lawney L Rathman Trustee	ALDA TWP S 30 AC NW 1/4 SE 1/4 2- 10-10 30 AC	\$ 14,667.61	\$ -	\$ 14,667.61
400217295	Lawney L Rathman Trustee	ALDA TWP PT N 1/2 N 1/2 NW 1/4 SE 1/4 12-10-10 9.50 AC	\$ 3,895.55	\$ -	\$ 3,895.55
400217252	Norman Niel & Shirley Stelk	ALDA TWP S 25 AC W 1/2 NW 1/4 12-10-10 25 AC	\$ 4,015.16	\$ -	\$ 4,015.16
400217260	Norman Niel & Shirley Stelk	ALDA TWP W 1/2 SW 1/4 12-10-10 80 AC	\$ 13,388.36	\$ -	\$ 13,388.36
400217325	Curt & Christine Smith	ALDA TWP PT E 1/2 E 1/2 SW 1/4 SE 1/4 12-10-10 9 AC	\$ 4,171.56	\$ -	\$ 4,171.56
400217368	Curt & Christine Smith	ALDA TWP PT SW 1/4 SE 1/4 132' X 300' 12-10-10 1 AC	\$ 348.04	\$ -	\$ 348.04
400217317	Bence Family, LLC c/o Arlyn Uhrmacher Mngr	ALDA TWP PT SW 1/4 SE 1/4 12-10- 10 30 AC	\$ 13,191.01	\$ -	\$ 13,191.01
400217287	Bence Family, LLC c/o Arlyn Uhrmacher Mngr	ALDA TWP SE 1/4 SW 1/4 12-10-10 40 AC	\$ 7,606.74	\$ -	\$ 7,606.74
400217376	Kirby Kay Smith	ALDA TWP PT NE 1/4 NE 1/4 XC 5.57 AC STATE 13-10-10 18.04 AC	\$ 124,507.34	\$ -	\$ 124,507.34
400389657	Kirby Kay Smith	ALDA TWP PT N 1/2 NE 1/4 13-10-10 59.27 AC	\$ 127,294.57	\$ -	\$ 127,294.57
400217449	Jan Marie Amundson	ALDA TWP AMUNDSON SUB LT 1	\$ 770.75	\$ -	\$ 770.75
400217392	K Diane Bockmann Trustee	ALDA TWP PT SE 1/4 NE 1/4 13-10- 10 1 AC	\$ 14,654.01	\$ -	\$ 14,654.01
400217384	K Diane Bockmann Trustee	ALDA TWP PT S 1/2 NE 1/4 & PT SE 1/4 XC 13.81 AC STATE 13-10-10 148.75 AC	\$ 483,464.88	\$ -	\$ 483,464.88
400418924	Bosselman, Inc.	ALDA TWP PT E 1/2 SE 1/4 13-10-10 25 AC	\$ 166,749.95	\$ -	\$ 166,749.95
400217503	Bosselman, Inc.	ALDA TWP NE 1/4 SW 1/4 SE 1/4 13- 10-10 10 AC	\$ 11,641.78	\$ -	\$ 11,641.78
400406772	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB OUTLOT 1 BLK 2	\$ 11,817.47	\$ -	\$ 11,817.47
400406713	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 2 BLK 2	\$ 939.23	\$ -	\$ 939.23
400406721	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 3 BLK 2	\$ 1,206.57	\$ -	\$ 1,206.57
400406748	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 4 BLK 2	\$ 1,243.01	\$ -	\$ 1,243.01
400406756	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 5 BLK 2	\$ 1,027.24	\$ -	\$ 1,027.24
400406764	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 6 BLK 2	\$ 1,173.89	\$ -	\$ 1,173.89
400406683	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 10 BLK 1	\$ 6,852.31	\$ -	\$ 6,852.31
400406675	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 9 BLK 1	\$ 6,221.20	\$ -	\$ 6,221.20
400406659	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 8 BLK 1	\$ 6,196.72	\$ -	\$ 6,196.72
400406640	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 7 BLK 1	\$ 9,860.35	\$ -	\$ 9,860.35

RESOLUTION NO. 2016-BE-8 (Cont.)

400406691	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB OUTLOT 1 BLK 1	\$ 272.57	\$ -	\$ 272.57
400406705	Bosselman Pump & Pantry, Inc.	ALDA TWP BOSSELVILLE SUB LT 1 BLK 2	\$ 1,012.13	\$ -	\$ 1,012.13
400406632	Bosselman Motels, Inc.	ALDA TWP BOSSELVILLE SECOND SUB LT 2	\$ 6,593.41	\$ -	\$ 6,593.41
400406624	Bosselman Motels, Inc.	ALDA TWP BOSSELVILLE SECOND SUB LT 1	\$ 16,672.44	\$ -	\$ 16,672.44
400406616	Bosselman Properties, Inc. c/o Fred A Bosselman	ALDA TWP BOSSELVILLE SUB LT 4 BLK 1	\$ 6,335.52	\$ -	\$ 6,335.52
400218437	Boss Truck Shops, Inc.	ALDA TWP BOSSELVILLE THIRD SUB LT 2~	\$ 19,629.81	\$ -	\$ 19,629.81
400406608	Bosselman Energy, Inc. c/o Travis Hasselmann Cont.	ALDA TWP BOSSELVILLE THIRD SUB LT 3~	\$ 38,161.69	\$ -	\$ 38,161.69
400448173	Bosselman Travel Center, Inc.	ALDA TWP BOSSELVILLE THIRD SUB LT 1~	\$ 172,627.14	\$ -	\$ 172,627.14
400217511	Darrell R & Judith I Sutter	ALDA TWP NW 1/4 SW 1/4 SE 1/4 & PT SW 1/4 SW 1/4 SE 1/4 13-10-10 10.30 AC	\$ 11,984.03	\$ -	\$ 11,984.03
400217465	Dale L & Marilyn Bockman	ALDA TWP SE 1/4 SW 1/4 13-10-10 40 AC	\$ 34,360.28	\$ -	\$ 34,360.28
400218445	Dale & Marilyn Bockman	ALDA TWP PT LT 2 & ALL LT 3 24-10- 10 100.33 AC	\$ 87,062.07	\$ -	\$ 87,062.07
400209276	Kenneth Clausen c/o Robert Clausen	WASHINGTON TWP XC 2.37 AC HWY SW 1/4 NW 1/4 8-10-9 37.63 AC	\$ 5,965.52	\$ -	\$ 5,965.52
400209330	Kenneth Clausen c/o Robert Clausen	WASHINGTON TWP PT W 1/2 SW 1/4 XC 8.32 AC HWY XC 2.28 AC HWY 8-10-9 67.40 AC	\$ 12,711.77	\$ -	\$ 12,711.77
400460432	Kenneth Clausen c/o Robert Clausen	WASH TWP RIVER SUB LT 1	\$ 272.28	\$ -	\$ 272.28
400209322	Robert H Clausen Life Estate, Kenneth Clausen	WASHINGTON TWP PT E 1/2 SW 1/4 XC .06 AC HWY & N 16.5' OF NW 1/4 SW 1/4 8-10-9 80.44 AC	\$ 14,224.16	\$ -	\$ 14,224.16
400209551	Carline A Denman Trustee	WASHINGTON TWP XC 2 AC PT NW 1/4 NW 1/4 XC 8.54 AC HWY W 1/2 LT 4 & W 1/2 SW 1/4 NW 1/4 XC .33 AC HWY 17-10-9 70.25 AC	\$ 282,385.26	\$ -	\$ 282,385.26
400460017	Kuehner Farms, Inc.	WASHINGTON TWP PT NE 1/4 NW 1/4 100' X 300' 17-10-9 .69 AC	\$ 18,218.65	\$ -	\$ 18,218.65
400209543	Kuehner Farms, Inc.	WASHINGTON TWP PT NE 1/4 NW 1/4 & E 1/2 LT 4 & E 1/2 SW 1/4 NW 1/4 17-10-9 84 AC	\$ 247,769.65	\$ -	\$ 247,769.65
400209535	Kuehner Farms, Inc. c/o D Janssen	WASHINGTON TWP PT LT 3 17-10-9 55 AC	\$ 26,535.29	\$ -	\$ 26,535.29
400210703	Design Flite, Inc.	WASHINGTON TWP FIRESIDE INTERSTATE PLAZA SECOND SUB LT 1	\$ 22,617.12	\$20,887.75	\$ 1,729.37
TOTALS:			\$2,739,238.22	\$20,887.75	\$2,718,350.47

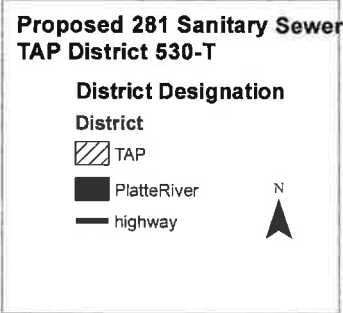
RESOLUTION NO. 2016-BE-8 (Cont.)

Adopted by the City Council of the City of Grand Island, Nebraska, December 27, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, December 27, 2016

Council Session

Item E-1

Public Hearing on Request from Viaero Wireless for a Conditional Use Permit to allow for a 55' Telecommunication Tower located at 2485 N. Diers Avenue

Council action will take place under Requests and Referrals item H-1.

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: December 27, 2016

Subject: Request of Chris Riha, representing Viaero Wireless for approval of a Condition Use Permit to Construct a Telecommunication Tower at 2485 N. Diers Avenue

Presenter(s): Craig Lewis, Building Department Director

Background

This is a request to allow for the construction of a 50 foot monopole telecommunication tower with a 5 foot dish antenna for a total height of 55 feet at 2485 N. Diers Ave. The property is currently zoned B-2 General Business, the Grand Island Zoning Code requires that all telecommunication towers receive the approval of City Council in the form of a conditional use permit prior to construction.

The intent of the tower and telecommunication facilities and antenna regulations are to protect residential areas and land uses from the potential adverse impact of the installation of towers and antennas through careful design, siting, and camouflaging, to promote and encourage shared use/collocation of towers, and to ensure that towers and antennas are compatible with the surrounding land uses.

Discussion

The City Code specifies eight items to be submitted with the application for a tower development permit, all of those items have been submitted, with the exception of;

1). the engineering of the tower and foundation design, and, 2). a building permit application for the proposed tower. It appears reasonable to delay the submittal of these two items until after the City Council has approved the location. At the time of a request for a building permit then the engineering for the construction needs to be submitted before a building permit would be issued.

Information attesting to a diligent effort to collocate with any tower within a one mile radius has been submitted by the applicant.

There are four tower locations within the one mile radius;

3721 W. Hwy #2 150' tower,
3532 N .Diers Ave. radio station tower not recorded,
3690 W. State Fire Station #4 60' tower,

3644 W. 13th 180' tower.

None of the existing towers appear to provide adequate colocation possibilities.

The location of this proposal does not appear to create any negative impact on the neighboring properties. The proposal is to facilitate a retail store proposed to be constructed on this site.

Section 36-177 addresses landscaping for tower sites and states that all tracts on which towers are located shall be subject to landscape requirements of the City code, landscaping requirements will be enforced with the construction of the retail facility.

Alternatives

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

1. Approve the request for a conditional use permit finding that the proposed use is a listed conditional use in the zoning code and that it will not be detrimental to public health, safety, and the general welfare of the community.
2. Disapprove or /Deny the conditional use permit, finding that the proposal does not conform to the purpose of the zoning regulations.
3. Modify the conditional use to meet the wishes of the Council
4. Refer the matter to a special committee for a determination of a finding of fact.
5. Table the issue.

Recommendation

City Staff recommends that the Council approve the request for a conditional use permit to construct this 55 foot telecommunication tower, finding that the request does promote the health, safety, and general welfare of the community, protects property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the requested conditional use permit as specified in the staff recommendation published in the Council packet and presented at the City Council meeting and finding that the application will conform with the purpose of the zoning regulations.

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: Wireless Telecommunication Tower (50-FT Monopole) for VIAERO WIRELESS's Retail Store. *See enclosed Exhibit A1 - Simulated Picture. The construction of the Monopole will comply with Article XI & other Zoning Requirements. *See enclosed Exhibit A2 - Article XI.
2. The owner(s) of the described property is/are: (Land) MOUNTAIN TOWER & LAND, LLC. *See enclosed Exhibit B - 3-Page Special Warranty Deed. (Monopole) NE COLORADO CELLULAR, INC.
3. The legal description of the property is: Lot Six (6), Menard Second Subdivision, in the City of Grand Island, Hall County, Nebraska. *See enclosed Exhibit C - 2-Page Survey.
4. The address of the property is: 2485 N. Diers Avenue. *See enclosed Exhibit D - Address of Property Map.
5. The zoning classification of the property is: B-2 General Business Zone. *See enclosed Exhibit E - Zoning District Map.
6. Existing improvements on the property is: N/A - Miscellaneous Grasses. *See enclosed Exhibits F1 & F2 - Pictures.
7. The duration of the proposed use is: Unknown.
8. Plans for construction of permanent facility is: 2017.
9. The character of the immediate neighborhood is: Business.
10. There is hereby attached a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested. *See enclosed Exhibit G1 - 200-FT Radius Map and Exhibit G2 - 4-Page List of Property Owners within 200 Feet.
11. Explanation of request: Construct a 50-FT Monopole as an Assesory to our Retail Store and to improve the Voice & Data Coverage of VIAERO WIRELESS's Network in the immediate area. *See enclosed Exhibit A1 - Simulated Picture.

I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

12/17/16
Date

NE COLORADO CELLULAR, INC.
d/b/a VIAERO WIRELESS
Owners(s)

(970) 867-6767
Phone Number

1224 W. Platte Avenue
Address

Ft. Morgan, CO 80701
City State Zip

Please Note: Delays May Occur if Application is Incomplete or Inaccurate.

Address of Property

City of Grand Island, NE





City of Grand Island

Tuesday, December 27, 2016

Council Session

Item E-2

Public Hearing on Acquisition of Utility Easement - 588 S. Stuhr Road - Hoppe Inc.

Council action will take place under Consent Agenda item G-10.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: December 27, 2016

Subject: Acquisition of Utility Easement – 588 S. Stuhr Road – Hoppe, Inc.

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire an easement relative to the property of Hoppe, Inc., located through a part of Lot One (1), East Park on Stuhr Subdivision, in the City of Grand Island, Hall County, Nebraska (588 S. Stuhr Road), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

The final phase of the apartment complex located at 588 S. Stuhr Road is currently in progress. The development includes seven new buildings with a total of 88 units. The proposed easement will permit the Utilities Department to install, operate, and maintain the high voltage power lines and transformer necessary to serve the area.

Alternatives

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

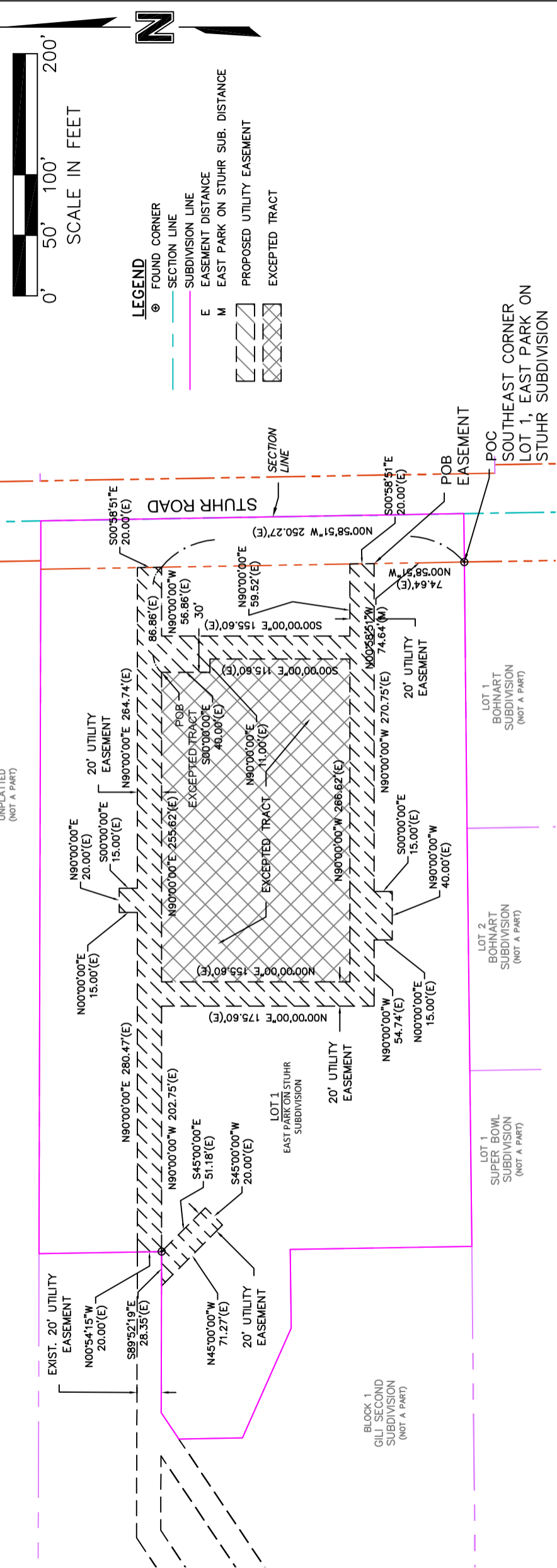
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.



UTILITY EASEMENT DESCRIPTION

UTILITY EASEMENT LOCATED IN PART OF LOT 1, EAST PARK ON STUHR SUBDIVISION, IN PART OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION FIFTEEN (15), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, EAST PARK ON STUHR SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°58'51"W, ALONG THE WEST RIGHT-OF-WAY LINE OF STUHR ROAD A DISTANCE OF 74.64 FEET TO THE POINT OF BEGINNING; THENCE N90°00'00"W A DISTANCE OF 270.75 FEET; THENCE S00°00'00"E A DISTANCE OF 15.00 FEET; THENCE N90°00'00"W A DISTANCE OF 40.00 FEET; THENCE N00°00'00"E A DISTANCE OF 15.00 FEET; THENCE N90°00'00"W A DISTANCE OF 202.75 FEET TO A CORNER OF THE WEST LINE OF SAID EAST PARK ON STUHR SUBDIVISION; THENCE S45°00'00"E A DISTANCE OF 54.74 FEET; THENCE N00°00'00"E A DISTANCE OF 175.60 FEET; THENCE N90°00'00"W A DISTANCE OF 20.00 FEET; THENCE N45°00'00"W A DISTANCE OF 71.27 FEET TO A POINT ON THE NORTH LINE OF SAID EAST PARK ON STUHR SUBDIVISION; THENCE S89°52'19"E, ALONG SAID SUBDIVISION LINE, A DISTANCE OF 28.35 FEET TO SAID CORNER OF THE WEST SUBDIVISION LINE; THENCE N00°54'15"W A DISTANCE OF 20.00 FEET; THENCE N90°00'00"E A DISTANCE OF 280.47 FEET; THENCE N00°00'00"E A DISTANCE OF 15.00 FEET; THENCE S00°00'00"E A DISTANCE OF 264.74 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE OF STUHR ROAD; THENCE N90°00'00"E A DISTANCE OF 155.60 FEET; THENCE S00°58'51"E, ALONG SAID WEST RIGHT-OF-WAY LINE OF STUHR ROAD; THENCE S00°58'51"E, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

BEARING A TRACT AS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, EAST PARK ON STUHR SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N00°58'51"W, ALONG THE WEST RIGHT-OF-WAY LINE OF STUHR ROAD A DISTANCE OF 250.27 FEET; THENCE N00°00'00"W A DISTANCE OF 86.86 FEET TO THE POINT OF BEGINNING; THENCE S00°00'00"E A DISTANCE OF 40.00 FEET; THENCE N90°00'00"E A DISTANCE OF 11.00 FEET; THENCE S00°00'00"E A DISTANCE OF 115.60 FEET; THENCE N90°00'00"W A DISTANCE OF 266.62 FEET; THENCE N00°00'00"E A DISTANCE OF 155.60 FEET; THENCE N90°00'00"E A DISTANCE OF 255.62 FEET TO THE POINT OF BEGINNING.

UTILITY EASEMENT CONTAINS A CALCULATED AREA OF 27,243.87 SQUARE FEET OR 0.625 ACRES MORE OR LESS.

UTILITY EASEMENT

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





City of Grand Island

Tuesday, December 27, 2016

Council Session

Item E-3

Public Hearing on One & Six Year Street Improvement Plan

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

Staff Contact: John Collins PE - Public Works Director

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: December 27, 2016

Subject: Approval of the One & Six Year Street Improvement Plan

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

Background

The One & Six Year Street Improvement Plan consists of the transportation projects in the Capital Improvement Program and is mandatory by State Law as part of the requirements to receive approximately three million dollars of state gas tax funds each year. The Public Works Department develops this program through a process to prioritize street projects taking into consideration many factors such as:

- Availability of funds
- Condition of the street
- Traffic counts
- Eligibility for State/Federal funds
- Redevelopment patterns
- Public/Council input

The City engages in a public process to ensure public input into the policy making process. The proposed One & Six Year Street Improvement Plan is a result of the following steps:

- Wednesday, December 7, 2016 – Regional Planning Commission will conduct a Public Hearing and forwarded the recommendation to the City Council
- Tuesday, December 27, 2016 – City Council passes a Resolution adopting the plan
- March 1, 2016 – One & Six Year Street Improvement Plan due at the Nebraska Department of Roads

Discussion

A Public Hearing was conducted with testimony received and discussion held on the One & Six Year Street Improvement Plan at the Grand Island/Hall County Regional Planning Commission meeting on December 7, 2016. The commission forwarded the One & Six Year Street Improvement Plan to the City Council with a recommendation for approval.

The projects listed in the One & Six Year Plan for calendar year 2017 are considered definite projects. These projects were in the approved fiscal year 2017 budget. Many of the projects listed in the One & Six Year Plan for 2018 through 2022 are included in the City's budget, but are subject to schedule changes depending upon coordination and approval of State and Federal funding.

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 One & Six Year Street Improvement Plan.

Sample Motion

Move to approve the One & Six Year Street Improvement Plan.



SCALE: 1" = 6000'
DATE: NOVEMBER 2016
DRAWN BY: KJK
APPVD. BY: PUBLIC WORKS

2017 CITY OF GRAND ISLAND 1 & 6 YEAR STREET IMPROVEMENT PLAN



THE REGIONAL PLANNING COMMISSION of Hall
County, Grand Island, Wood River and the Villages
of Alda, Cairo and Doniphan, Nebraska

December 8, 2016

Honorable Jeremy L. Jensen, Mayor
And Members of the Council
City Hall 100 E. 1st Street
Grand Island, NE 68801

Dear Members of the Council:

**RE: ADOPTION OF THE 1 & 6 YEAR STREET IMPROVEMENT PLANS FOR THE
CITY OF GRAND ISLAND.**

At the meeting of the Regional Planning Commission, held December 7, 2016, the above item was considered following a public hearing. This item is to adopt the new 1 & 6 year street improvement plan for the City Of Grand Island.

John Collins, Grand Island public works director, discussed the Grand Island 1 & 6 Year Street Improvement Plan.

Collins briefed members on the 2016 Projects, which included Capital Avenue widening, 1st & 2nd Street resurfacing, creating a radius at Sky Park & Airport Road, handicap ramps for 4th & 5th Street and the State Fair Blvd and south Locust street traffic signal. Collins also detailed 2017 work to include the Adams Street widening with a roundabout, Highway 281 improvements, and upcoming work for the realignment of Highway 30, which will include additional construction on the Moore Creek Drainway.

A motion was made by Ruge and seconded by Huismann, to recommend approval of the Grand Island 1 & 6 Year Street Improvement Plan as submitted.

A roll call vote was taken and the motion passed with 8 members present and all voting in favor (O'Neill, Ruge, Maurer, Robb, Monter, Rainforth, Huismann and Sears) and no member present voting against.

Yours truly,

Chad Nabity AICP
Planning Director

1 & 6 YEAR STREET IMPROVEMENT PLAN 2017-2022

Presented by: John Collins, PE

2016 SUBSTANTIALLY COMPLETE PROJECTS (FROM 1 & 6 STREET IMPROVEMENT PLAN)

<i>PROJECT</i>	<i>TOTAL PROJECT</i>
Capital Avenue Widening; Webb Rd to Broadwell Ave	\$ 10,166,000
Blaine St Bridge Replacement	\$ 500,000
Sky Park Rd & Airport Rd Intersection Improvements	\$ 10,000
Local Resurfacing; includes 1st & 2nd St (Hwy 30)	\$ 956,000
Waugh St Realignment	\$ 135,000
Jefferson St Paving	\$ 300,000
State Fair Blvd & S Locust St Traffic Signal Relocation	\$ 51,000
Pavement Lifting & Stabilization on S Locust St	\$ 250,000
Pavement Condition Survey	\$ 200,000
TOTAL	\$ 12,568,000

****DOES NOT INCLUDE ALL CIP PROJECTS**

1 & 6 YEAR STREET IMPROVEMENT PLAN

(NOTES CITY COSTS)

	2017	2018	2019	2020	2021	2022
<i>OBLIGATED TO OTHER AGENCIES</i>						
4th St & 5th St; Sycamore St to Eddy St ADA Ramps (4th St CDBG)	\$ 165,000					
Adams St Widening, Roundabout & Traffic Signal Installation	\$ 1,000,000					
Hwy 281 in GI & North [\$10,600,000 total project cost]	\$ 1,900,000	\$ 100,000				
Broadwell Ave - Hwy 281 to End Concrete Reconstruction		\$ 1,800,000				
Stolley Park Rd Rehabilitation / Reconfiguration	\$ 13,000	\$ 150,000				
Hwy 30 Realignment, S-30-4(1046) - City Share Est. \$10M				\$ 1,000,000	\$ 1,000,000	
Hwy 2 Resurfacing NDOR, NH-2-4(112) - City Share Est. \$600K				\$ 600,000		
Moore's Creek Drain Extension	\$ 70,000	\$ 580,000	\$ 400,000	\$ 150,000		
<i>RECONSTRUCTION/NEW CONSTRUCTION</i>						
Asphalt Resurfacing (annual)	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000	\$ 900,000
Sycamore Underpass Rehabilitation - Design	\$ 80,000	\$ 800,000				
Five Points Traffic Signal Improvement	\$ 350,000					
Sterling Estates Paving District No. 1262	\$ 300,000					
Sycamore Underpass Storm Pump Replacement		\$ 60,000				
South Front St Bridge Rehab - Deck Replacement			\$ 800,000			
Sycamore Underpass Retaining Wall Rehabilitation			\$ 800,000			
TOTAL	\$ 4,778,000	\$ 4,390,000	\$ 2,900,000	\$ 2,650,000	\$ 1,900,000	\$ 900,000

****DOES NOT INCLUDE ALL CIP PROJECTS**

4TH STREET & 5TH STREET;
EDDY STREET TO SYCAMORE STREET
HANDICAP RAMP INSTALLATION
M-310 (628)

- \$800,000 Community Development Block Grant (CDBG) with 50% city match to install handicap ramps.
- Construction occurred in 2015 & 2016, with completion scheduled for 2017

SYCAMORE UNDERPASS REHAB - DESIGN M-310 (631)A

- Design to rehabilitate the bridge deck and retaining walls
- Construction should be completed in 2019



ADAMS STREET WIDENING & INTERSECTION IMPROVEMENTS M-310 (638)

- Widen roadway and improve intersection to align with new school entrance
- Relocate traffic signal from Barr Middle School Stolley Park Road entrance to Adams Street

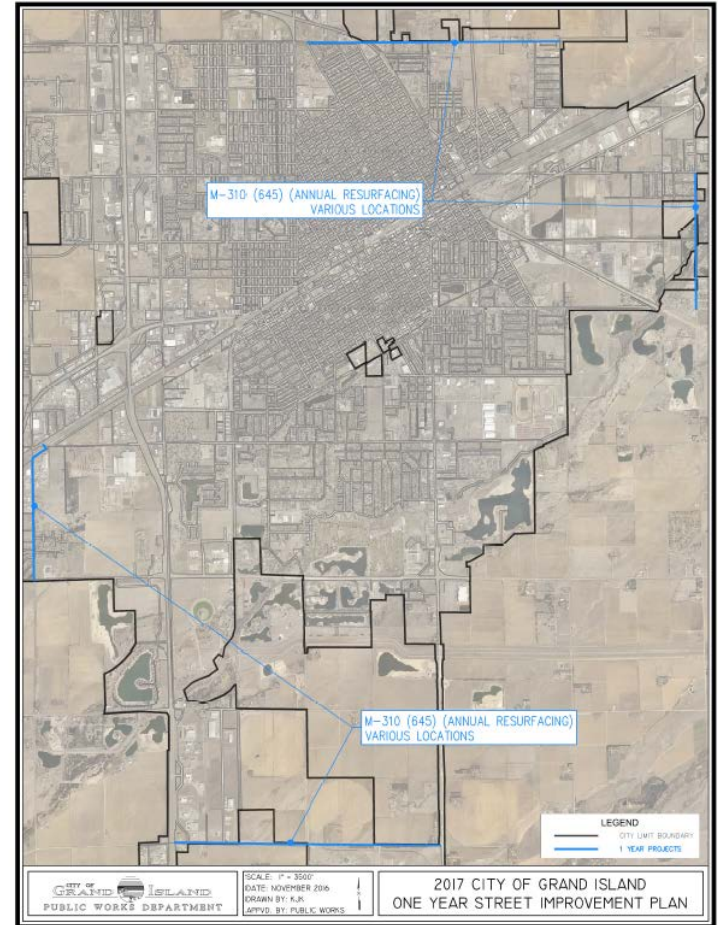
STOLLEY PARK ROAD RECONFIGURATION M-310 (584)

- Restriping for new lane designations from two lane to three and five lane sections.
- Pavement repairs and/or increased pavement structure to accommodate truck traffic.



LOCAL RESURFACING M-310 (635)

Maintenance only will be performed on the majority of the section, however areas may require more than maintenance as the project moves forward

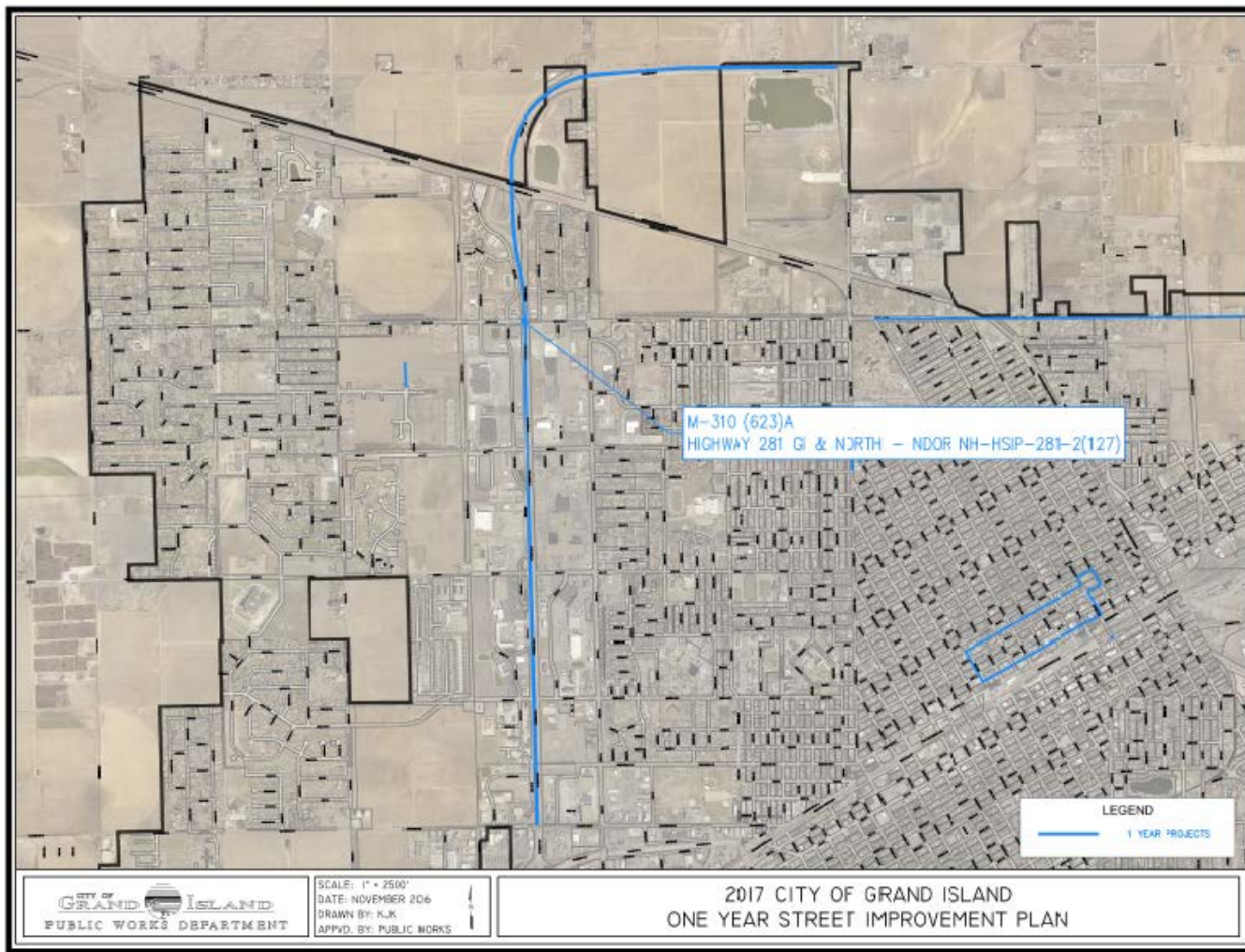


HWY 281 IN GI & NORTH – NDOR, NH-HSIP-281-2(127) M-310 (623)A

- Resurfacing US Hwy 281 from south of US Hwy 30 to north of Chapman Road
 - City cost sharing on the portion within City limits
- Additional lighting
- Increase left turn lane offsets
 - NB @ Old Potash Hwy, Faidley Ave, 13th St, and State St
 - SB @ Old Potash Hwy

BROADWELL AVE – HWY 281
TO END CONCRETE RECONSTRUCTION
M-310 (623)B

 Lighting and reconstruction



FIVE POINTS TRAFFIC SIGNAL IMPROVEMENT M-310 (643)

- Improve traffic signalization & signage at the intersection to accommodate the redevelopment of the area and bring the intersection into compliance with MUTCD requirements



STERLING ESTATES PAVING DISTRICT NO. 1262 M-310 (630)

- 🏞️ Pave roadway to allow for access to Sterling Estates Park
- 🏞️ Provide parking for Sterling Estates Park



Moores Creek Drain Extension M-310 (568)


Phase I

-  Survey route, preliminary design

Phase II

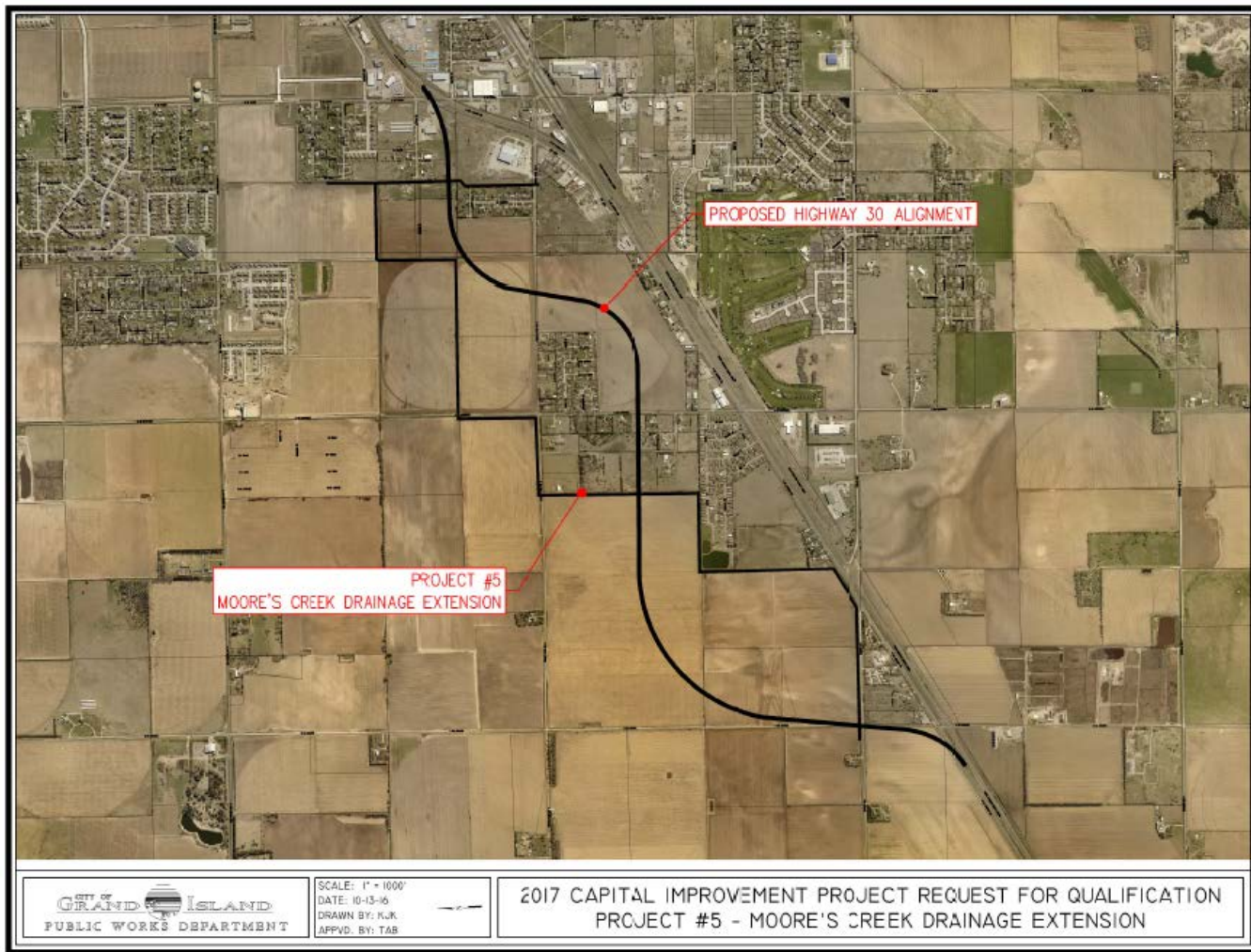
-  Final design to coincide with Highway 30 final design, appraisals, and easement acquisitions

Phase III

-  Complete acquisition of easements

Phase IV

-  Install culverts under existing City roads where ditch is in conflict





City of Grand Island

Tuesday, December 27, 2016

Council Session

Item F-1

#9617 - Consideration of Approving Assessments for Sanitary Sewer District No. 528

This item relates to the aforementioned Board of Equalization item D-1.

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

ORDINANCE NO. 9617

An ordinance to assess and levy a special tax to pay the cost of construction of Sanitary Sewer District No. 528 of the City of Grand Island, Nebraska; to provide for the collection of such special tax; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land specifically benefited, for the purpose of paying the cost of construction of said sanitary sewer in said Sanitary Sewer District No. 528, as adjudged by the Mayor and Council of said City, to the extent of benefits thereto by reason of such improvement, after due notice having been given thereof as provided by law; and a special tax for such cost of construction is hereby levied at one time upon such lots, tracts and lands as follows:

Sanitary Sewer District No. 528 - Assessments

Parcel #	Owner	Legal	Totals	Connection Fee Previously Paid	Assessment Owed
400215985	Robin Stauffer Trustee	Alda Twp PT SE1/4 NE1/4 & PT E1/2 SE1/4 1-10-10 87.48 ac	\$142,268.74	\$ -	\$ 142,268.74
400215977	Daniel P & Susan M Springer	Stauffer Sub Lot 2 5.03 ac	\$ 42,157.68	\$ -	\$ 42,157.68
400219298	Robco LLC, c/o Cody Wray	Lots 1, Wildwood Sub	\$ 35,368.98	\$ 2,003.13	\$ 33,365.85
400219298	Robco LLC, c/o Cody Wray	Lots 2, Wildwood Sub	\$ 8,637.09	\$ -	\$ 8,637.09
400219298	Robco, LLC, c/o Cody Wray	Lots 3, Wildwood Sub	\$ 22,003.04	\$ -	\$ 22,003.04
400219433	Robco, LLC	Lot 14, Wildwood Sub	\$ 22,039.20	\$ -	\$ 22,039.20
400219441	Robco, LLC	Lot 15, Wildwood Sub	\$ 43,940.84	\$ -	\$ 43,940.84
400219336	Rich & Sons Camper Sales of GI	Lot 4, Wildwood Sub	\$ 22,006.06	\$ 5,936.25	\$ 16,069.81
400219360	Rich & Sons Camper Sales of GI	Lot 7, Wildwood Sub	\$ 22,003.04	\$ -	\$ 22,003.04
400219417	Rich & Sons Camper Sales of GI	Lot 12, Wildwood Sub	\$ 22,093.03	\$ -	\$ 22,093.03
400219425	Rich & Sons Camper Sales of GI	Lot 13, Wildwood Sub	\$ 22,007.23	\$ -	\$ 22,007.23
400219352	Rich & Sons Camper Sales of GI	Lot 1, Hiser Sub	\$ 44,006.07	\$ -	\$ 44,006.07

Approved as to Form <input type="checkbox"/> _____ December 23, 2016 <input type="checkbox"/> City Attorney
--

RESOLUTION NO. 9617 (Cont.)

400219379	BBRE Partnership	Lot 8, Wildwood Sub	\$ 26,414.64	\$ -	\$ 26,414.64
400219387	BBRE Partnership	Lot 9, Wildwood Sub	\$ 26,104.07	\$ -	\$ 26,104.07
400219395	BBRE Partnership	Lot 10, Wildwood Sub	\$ 22,142.26	\$ -	\$ 22,142.26
400219409	BBRE Partnership	Lot 11, Wildwood Sub	\$ 22,046.93	\$ -	\$ 22,046.93
400219468	JPK & CMA Enterprises, Inc.	Lot 1, Wildwood Second Sub	\$ 47,328.12	\$ -	\$ 47,328.12
400219476	GMS Enterprises, Inc.	Lot 2, Wildwood Second Sub	\$ 42,820.68	\$ -	\$ 42,820.68
400219484	Central Cooperatives Nonstock Transport Co.	Lot 18, Wildwood Sub	\$ 22,537.20	\$ -	\$ 22,537.20
400219492	Central Cooperatives Nonstock Transport Co.	Lot 19, Wildwood Sub	\$ 22,537.20	\$ -	\$ 22,537.20
400219506	Central Cooperatives Nonstock Transport Co.	Lot 20, Wildwood Sub	\$ 22,537.20	\$ -	\$ 22,537.20
400219522	Nebraska Transport Co., Inc.	Lot 21, Wildwood Sub	\$ 22,537.20	\$ -	\$ 22,537.20
400219522	Nebraska Transport Co., Inc.	Lot 22, Wildwood Sub	\$ 69,159.31	\$ -	\$ 69,159.31
400219530	Amercian Freightways, Inc.	Lot 23, Wildwood Sub	\$ 23,719.25	\$ -	\$ 23,719.25
400219530	American Freightways, Inc.	Lot 24, Wildwood Sub	\$ 23,719.25	\$ -	\$ 23,719.25
400219530	American Freightways, Inc.	Lot 25, Wildwood Sub	\$ 23,719.25	\$ -	\$ 23,719.25
400219549	Man Properties, LLC	Lot 26, Wildwood Sub	\$ 23,719.25	\$ -	\$ 23,719.25
400219549	Man Properties, LLC	Lot 27, Wildwood Sub	\$ 23,719.25	\$ -	\$ 23,719.25
400219549	Man Properties, LLC	Misc Tracts 12-10-10 PT NE 1/4, NE 1/4 1.63 ac	\$ 51,707.94	\$ -	\$ 51,707.94
Totals			\$ 965,000.00	\$ 7,939.38	\$ 957,060.62

SECTION 2. The special tax shall become delinquent as follows: one-tenth of the total amount shall become delinquent in fifty (50) days; one-tenth in one year; one-tenth in two years; one-tenth in three years; one-tenth in four years; one-tenth in five years; one-tenth in six years; one-tenth in seven years; one-tenth in eight years; one-tenth in nine years respectively, after the date of such levy; provided, however, the entire amount so assessed and levied against any lot, tract or parcel of land may be paid within fifty days from the date of the levy without interest, and the lien of special tax thereby satisfied and released. Each of said installments, except the first, shall draw interest at the rate of seven percent (7.0%) per annum from the time of such levy until they shall become delinquent. After the same become delinquent, interest at rate of fourteen percent (14%) per annum shall be paid thereof, until the same is collected and paid.

RESOLUTION NO. 9617 (Cont.)

SECTION 3. The Treasurer of the City of Grand Island, Nebraska is hereby directed to collect the amount of said taxes herein set forth as provide by law.

SECTION 4. Such special assessments shall be paid into a fund to be designated as the "Sanitary Sewer District No. 528".

SECTION 6. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 7. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen (15) days in one issue of the Grand Island Independent as provided by law.

Enacted: December 27, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 27, 2016

Council Session

Item G-1

Approving Minutes of December 13, 2016 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

December 13, 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 December 13, 2016. Notice of the meeting was given in *The Grand Island Independent* on December 7, 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 Myah Mattke.

INVOCATION was given by Pastor Nathan Frew, Abundant Life Christian Center, 3411 West Faidley Avenue followed by the PLEDGE OF ALLEGIANCE.

SPECIAL ITEMS:

Recognition of Grand Island Wastewater Division Awards at Fall Conference. Mayor Jensen and the City Council recognized the Grand Island Wastewater Division for receiving the Nebraska Water Environmental Association (NWEA) Scott Wilbur Outstanding Facility Award, Scott Wilbur Large Facility Best in Class Award, Scott Wilbur Innovative Award, and the Silver Safety Award during the 2016 American Public Works Association (APWA), Nebraska Water Environment Association (NWEA), and American Water Works Association (AWWA) Fall Conference. Wastewater Treatment Plant Supervisor Marvin Strong was present to explain the awards.

Approving Minutes of November 22, 2016 City Council Regular Meeting. Motion by Donaldson, second by Hehnke to approve the minutes of the November 22, 2016 City Council meeting. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of December 6, 2016 City Council Study Session. Motion by Paulick, second by Minton to approve the minutes of the December 6, 2016 City Council Study Session. Upon roll call vote, all voted aye. Motion adopted.

Acceptance of Election Certificate: Motion by Donaldson, second by Nickerson to accept the Election Certificate for the November 8, 2016 General Election. Upon roll call vote, all voted aye. Motion adopted.

Administration of Oath to Re-Elected Councilmembers: City Clerk RaNae Edwards administered the Oath of Office to re-elected Councilmembers Jeremy Jones – Ward 1, Mark Stelk – Ward 2, Julie Hehnke – Ward 3, Mike Paulick – Ward 4, and Chuck Haase – Ward 5.

Comments by Re-Elected Officials:

Councilmember's Jeremy Jones, Mark Stelk, Julie Hehnke, Mike Paulick, and Chuck Haase commented on the upcoming year and balancing next year's budget, the opportunity to serve another four years, and thanked the support of the community.

Election of City Council President: Mayor Jeremy Jensen reported that the City Council was required to elect one Councilmember to the office of Council President for a term of one year and that the Council President automatically assumed the duties of the Mayor in the event that the Mayor was absent or otherwise unable to fulfill his duties. Nebraska law allows the election of the Council President to be by secret ballot. The total number of votes for each candidate; however, must be stated and recorded in the Minutes. Past practice has included a run-off election between the top two nominees, if necessary. The City Clerk prepared and distributed ballots.

Councilmember Haase nominated Councilmember Minton. Councilmember Hehnke nominated Councilmember Donaldson.

Motion by Paulick, second by Stelk to close the nominations for Council President. Upon roll call vote, all voted aye. Motion adopted.

City Clerk RaNae Edwards called for the first ballot. It was reported that Councilmember Minton had received 5 votes and Councilmember Donaldson had received 5 votes. Upon the second ballot, Councilmember Minton received 6 votes and Councilmember Donaldson received 4 votes. Mayor Jensen declared Councilmember Minton the new Council President for 2017.

Motion by Haase, second by Stelk for unanimous support for Councilmember Minton as Council President for 2017. Upon roll call vote, all voted aye. Motion adopted.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement located at 3820 Warbler Road (JoAnn K. Oseka). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 3820 Warbler Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would allow the Utilities Department to continue to have the right to operate and maintain the electrical infrastructure as it presently exists. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement located at 235 Roberts Street (Steve Nd Beckie Glause). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 235 Roberts Street was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would allow the Utilities Department to install, operate, and maintain the pad-mounted transformer and high voltage power lines necessary to serve the Verizon Wireless facility. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement located at 163 "A" Road (Galen and Tamera Gerdes). Utilities Director Tim Luchsinger reported that acquisition of a utility easement located

at 163 “A” Road was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would allow the Utilities Department to install, operate, and maintain the high voltage power lines and transformer necessary to serve the new home in rural Merrick County. 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 ordinances numbered:

#9615 - Consideration of Amending the Salary Ordinance

#9616 - Consideration of Amending Grand Island City Code Chapter 17-35, Disposal by Unlicensed Person

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

#9615 - Consideration of Amending the Salary Ordinance

Human Resources Director Aaron Schmid reported that Ordinance #9615 would reclassify the non-union position of GIS Coordinator-PW from non-exempt to exempt. The pay scale would remain unchanged. Discussion was held regarding comparing this position with other cities.

Motion by Stelk, second by Fitzke to approve Ordinance #9615.

City Clerk: Ordinance #9615 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 #9615 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 #9615 is declared to be lawfully adopted upon publication as required by law.

#9616 - Consideration of Amending Grand Island City Code Chapter 17-35, Disposal by Unlicensed Person

Police Chief Robert Falldorf reported that Ordinance #9616 would change the Grand Island City Code Section 17-35 with regards to disposal of waste at the City disposal facilities by unlicensed persons to assist with effective enforcement and clarify vague language. Comments were made regarding enforcement.

Motion by Haase, second by Hehnke to approve Ordinance #9616.

City Clerk: Ordinance #9616 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 #9616 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 #9616 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda items G-9 and G-13 (Resolution #2016-300 and #2016-304) were pulled for further discussion. Motion by Jones, second by Stelk to approve the Consent Agenda excluding items G-9 and G-13. Upon roll call vote, all voted aye. Motion adopted.

#2016-292 - Approving Acquisition of Utility Easement - 3820 Warbler Road (JoAnn K. Oseka).

#2016-293 - Approving Acquisition of Utility Easement - 235 Roberts Street (Steve and Beckie Glause).

#2016-294 - Approving Acquisition of Utility Easement - 163 "A" Road - 1/2 Mile East of Gunbarrel Road (Galen and Tamera Gerdes).

#2016-295 - Approving Bid Award for Auxiliary Boiler Re-Tube at Platte Generating Station with Rasmussen Mechanical Services, Inc. of Council Bluffs, Iowa in an Amount of \$310,309.00.

#2016-296 - Approving Bid Award for Gas Turbine #3 Bearing Replacement with General Electric International, Inc. of Omaha, Nebraska in an Amount of \$87,848.07.

#2016-297 - Approving ARC Flash Hazard Analysis - 2017 at Platte Generating Station and Burdick Station with JEO Consulting Group of Norfolk, Nebraska in an Amount of \$29,171.00.

#2016-298 - Approving Bid Award for Control Room HVAC at Platte Generating Station with Rutts Heating and AC, Inc. of Hastings, Nebraska in an Amount of \$309,348.00.

#2016-299 - Approving Certificate of Final Completion for Water Main Project 2015-W-1 - Pine Street at the UP Tracks with Van Kirk Brothers Contracting of Sutton, Nebraska.

#2016-300 - Approving Lease Purchase of Three (3) Heavy Duty Tractors for the Streets Division of the Public Works Department with Titan Machinery of Grand Island, Nebraska in an Amount of \$260,426.12. Public Works Director John Collins reported that proposals had been

received for three heavy duty tractors. Comments were made by Council regarding the cost. Public Works Superintendent Shannon Callahan answered questions regarding the cost and maintenance. She stated that by buying three tractors at one time there was a cost savings. She also commented on the ag market and that next year these tractors would cost more.

Motion by Paulick, second by Steele to deny Resolution #2016-300. Upon roll call vote, Councilmembers Paulick, Hehnke, and Stelk voted aye. Councilmembers Steele, Minton, Fitzke, Donaldson, Haase, Jones, and Nickerson voted no. Motion failed.

Motion by Minton, second by Nickerson to approve Resolution #2016-300. Upon roll call vote, Councilmembers Steele, Minton, Fitzke, Donaldson, Hehnke, Haase, Jones, Stelk, and Nickerson voted aye. Councilmember Paulick voted no. Motion adopted.

#2016-301 - Approving Amendment to Maintenance Services for Supervisory Control and Data Acquisition (SCADA) Programming at the Wastewater Treatment Plant with Interstate Industrial Instrumentation, Inc. of Omaha, Nebraska in an Amount of \$18,910.07 and startup costs not to exceed \$6,295.00.

#2016-302 - Approving Award of Sanitary Sewer Collection System Mobile Flow Meters for the Wastewater Division of the Public Works Department from the Minnesota State bid from gpm of Blair, Nebraska in an Amount of \$19,802.00.

#2016-303 - Approving Bid Award for Adams Street Paving Project No. 2016-P-2 with The Diamond Engineering Co. of Grand Island, Nebraska in an Amount of \$1,050,993.15.

#2016-304 - Approving CDBG Contract #2016-4 with Downtown Business Improvement District for Small Business Rental Assistance Program. Community Development Specialist Charley Falmlen explained the Small Business Rental Assistance program. Discussion was held regarding the process of the CDBG contract and what it covered. Ms. Falmlen stated that the rental assistance would be made available to qualifying businesses in Blighted and Substandard Area #1, which included the Downtown Business Improvement District.

Motion by Nickerson, second by Donaldson to approve Resolution #2016-304. Upon roll call vote, all voted aye. Motion adopted.

#2016-305 - Approving CDBG Contract #2016-6 with Grand Island Habitat for Humanity for Lot Acquisition Support.

#2016-306 - Approving Bid Award for the Furnishing and Installation of a New Restroom/Concession Building for the Veteran's Athletic Soccer Field with Mid Plains Construction Company of Grand Island, Nebraska in an Amount of \$239,750.00.

REQUESTS AND REFERRALS:

Consideration of Forwarding Blighted and Substandard Area #20 (Pat O'Neill - O'Neill Wood Resources) to the Hall County Regional Planning Commission. Regional Planning Director Chad

Nabity reported that Pat O'Neill – O'Neill Wood Resources had submitted a Blighted and Substandard Study for an area west of Grand Island at the Cornhusker Army Ammunition Plant. Mr. O'Neill has an existing business (O'Neill Transportation and Equipment) on the site and would proceed with further development of the property if the area could be declared blighted and substandard.

Ron Depue, 308 North Locust Street, attorney for Mr. O'Neill spoke in support. Comments were made regarding the notification of the School District. Mr. Nabity explained the process of contacting the School District.

Motion by Minton, second by Fitzke to approve the request from Pat O'Neill to forward Blighted and Substandard Area #20 to the Hall County Regional Planning Commission. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2016-307 - Consideration of Transferring Funds from the General Fund to the Golf Course Fund. Finance Director Renae Griffiths reported that the golf course fund as of September 30, 2016 had a negative cash balance of \$58,000 and would increase due to the winter months with little cash flow. It was recommended to transfer from the general fund to the golf course fund \$200,000 based on prior year cash activity.

Discussion was held regarding the amount of money being transferred. Parks and Recreation Director Todd McCoy answered questions regarding the expenses for the golf Course. He stated during the winter months they didn't have the revenue coming in like during the summer months but still had to pay expenses such as salaries. This past year they did not have the amount of revenues as in previous years due to the cold spring. He suggested that the Council look at this fund during budget discussions to decide whether it should stay as an enterprise fund.

Motion by Steele, second by Haase to approve Resolution #2016-307. Upon roll call vote, Councilmembers Steele, Minton, Fitzke, Haase, Jones, Stelk, and Nickerson voted aye. Councilmembers Paulick, Donaldson, and Hehnke voted no. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Donaldson, second by Minton to approve the Claims for the period of November 23, 2016 through December 13, 2016 for a total amount of \$5,831,012.06. Upon roll call vote, Councilmembers Steele, Minton, Fitzke, Donaldson, Hehnke, Haase, Jones, Stelk, and Nickerson voted aye. Councilmember Paulick abstained. Motion adopted.

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

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, December 27, 2016

Council Session

Item G-2

Approving Councilmember Appointments to Boards and Commissions

Staff Contact: Mayor Jeremy Jensen

Council Agenda Memo

From: Mayor Jeremy Jensen

Meeting: December 27, 2016

Subject: Approving Councilmember Appointments to Boards and Commissions

Presenter(s): Mayor Jeremy Jensen

Background

It is customary each year for the Mayor to recommend appointments of Councilmember's to represent the City on various Boards and Commissions.

Discussion

The following appointments have been submitted by the Mayor for approval. These appointments will become effective immediately and will expire on December 31, 2017:

Animal Advisory Board:	Mitch Nickerson
Building Code Advisory:	Mike Paulick
Central District Health Board (<i>Term of 3 years</i>)	Jeremy Jones
Central NE Humane Society:	Jeremy Jones
Citizen Advisory Review Committee:	Vaughn Minton
Community Development Advisory Board:	Michelle Fitzke
Community Redevelopment Authority:	Vaughn Minton
Downtown BID 2013:	Linna Dee Donaldson
Emergency Management/Communications:	Michelle Fitzke Mitch Nickerson
Firefighters Pension Committee:	Mark Stelk

Fonner Park BID 2013: <i>(So. Locust – Stolley to Fonner)</i>	Roger Steele
Grand Generation Board:	Mark Stelk
Heartland Events Center Board:	Roger Steele
Law Enforcement Co-Location Committee:	Vaughn Minton
Library Board:	Julie Hehnke
Metropolitan Planning Organization Policy Board:	Julie Hehnke Vaughn Minton Mike Paulick Chuck Haase
Police Pension Committee:	Mark Stelk
Problem Resolution Team:	Linna Dee Donaldson Mike Paulick
Regional Planning Commission:	Mitch Nickerson
South Locust Street BID 2013 <i>(So. Locust – Hwy 34 to Stolley)</i>	Mike Paulick
Systems Information Advisory Committee (City/County)	Chuck Haase

Alternatives

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

1. Move to approve the appointments of Councilmember's to Board and Commissions
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 recommendation of the Mayor.

Sample Motion

Move to approve the appointments of Councilmember's to the Boards and Commissions for 2017 as recommended by the Mayor.



City of Grand Island

Tuesday, December 27, 2016

Council Session

Item G-3

Approving Re-Appointments to the Electrical Board

The following individuals have expressed their willingness to serve on the City of Grand Island Electrical Board for the year 2017. Denise Kozel, Master Electrician; Kent Sundberg, Journeyman Electrician; Brady Blauhorn, Utility Department Representative; Terry Klanecky, General Public Representative; Kurt Griess and Craig Lewis, Building Department as Ex-Officio members. The above recommendations are made in compliance with the Grand Island City Code. These appointments would become effective January 1, 2017 upon approval by the City Council and would expire on December 31, 2017.

Staff Contact: Mayor Jeremy Jensen



*Working Together for a
Better Tomorrow. Today.*

DATE: December 9, 2016

TO: Mayor Jensen and City Council

FROM: Craig A. Lewis, Building Department Director *CA*

RE: Appointments to the Electrical Board

The following individuals have been contacted and have indicated their willingness to serve on the Electrical Board of the City of Grand Island for the year 2017.

<u>Representing</u>	<u>Name/Address</u>	<u>Employed</u>
Master Electrician	Denise Kozel PO Box 2271 Grand Island, NE 68802	Tri-City Electric
Journeyman Electrician	Kent Sundberg 605 G St Aurora NE 68818	Middleton Electric
Utility Department	Brady Blauhorn 7773 S Alda Rd Alda, NE 68810	City of G. I.
General Public	Terry Klanecky 2116 Topeka Circle Grand Island, NE 68803	Crescent Electric
Building Inspection (Ex-Officio)	Kurt Griess 100 E 1 st St Grand Island NE 68801	City of Grand Island Building Department
Building Inspection (Ex-Officio)	Craig Lewis 100 E 1 st St Grand Island, NE 68801	City of Grand Island Building Department

The above recommendations are made in compliance with the Grand Island Electrical Code and are contingent upon approval of the Mayor and the City Council.

City Hall • 100 East First Street • Box 1968 • Grand Island, Nebraska 68802-1968
(308) 385-5325 • FAX: 385-5423 • www.grand-island.com



City of Grand Island

Tuesday, December 27, 2016

Council Session

Item G-4

Approving Re-Appointments to the Mechanical Examining Board

The following individuals have expressed their willingness to serve on the City of Grand Island Mechanical Examining Board for the year 2017. Mike McElroy, Master Mechanical; Loren Peterson, Local Gas Company Representative; Greg Geis, Contracting Mechanical; Mike Myers, Master Mechanical; Todd Bredthauer, Journeyman Mechanical; Tom O'Neill, Community Member; Russ Shaw and Craig Lewis, Building Department as Ex-Officio members. The above recommendation is made in compliance with the Grand Island City Code and approval is requested. These appointments would become effective January 1, 2017 upon approval by the City Council and would expire on December 31, 2017.

Staff Contact: Mayor Jeremy Jensen



*Working Together for a
Better Tomorrow. Today.*

DATE: December 9, 2016

TO: Mayor Jensen and City Council

FROM: Craig A. Lewis, Building Department Director *CL*

RE: Appointment to the Mechanical Examining Board

The following men have been contacted and have indicated their willingness to serve on the Mechanical Examining Board of the City of Grand Island for the year 2017.

<u>Representing</u>	<u>Name/Address</u>	<u>Employed</u>
Local Gas Company	Loran Peterson 515 W 3 rd St Grand Island NE 68801	Northwestern
Contracting Mechanical	Greg Geis 1415 S Webb Rd Grand Island NE 68803	Island Indoor Climate
Master Mechanical	Mike McElroy 807 Claude Rd Grand Island NE 68803	McElroy Service Co
Master Mechanical	Mike Myers 318 E Capital Ave Grand Island NE 68801	Myers Heating & Air
Journeyman Mechanical	Todd Bredthauer PO Box 484 Grand Island NE 68802	Jerry's Sheet Metal
Community Member	Tom O'Neill 2017 W Barbara Ave Grand Island NE 68801	
Building Department (Ex-Officio)	Russ Shaw 100 E 1 st St Grand Island NE 68801	City of Grand Island Building Department
Building Inspection (Ex-Officio)	Craig Lewis 100 E 1 st St Grand Island NE 68801	City of Grand Island Building Department

City Hall • 100 East First Street • Box 1968 • Grand Island, Nebraska 68802-1968
(308) 385-5325 • FAX: 385-5423 • www.grand-island.com



City of Grand Island

Tuesday, December 27, 2016

Council Session

Item G-5

Approving Re-Appointments to the Plumbers Examining Board

The following individuals have expressed their willingness to serve on the City of Grand Island Plumbing Board for a two year term 2017/2018. Rick Eberl and Ryan Logue, Master Plumbers; Jeremy Collinson, Health Department; Craig Lewis and David Scoggins, Building Department Ex-Officio's. The above recommendation is made in compliance with the Grand Island City Code and approval is requested. These appointments would become effective January 1, 2017 upon approval by the City Council and would expire on December 31, 2018.

Staff Contact: Mayor Jeremy Jensen



*Working Together for a
Better Tomorrow. Today.*

DATE: December 9, 2016
 TO: Mayor Jensen and City Council
 FROM: Craig A. Lewis, Building Department Director *CA*
 RE: Appointments to the Plumbing Board

The following people have been contacted and have indicated their willingness to serve on the Plumbing Board of the City of Grand Island for a two-year term expiring December 31, 2018.

<u>Term</u>	<u>Representing</u>	<u>Name/Address</u>	<u>Employed</u>
2 yr. 17-18	Master Plumber	Rick Eberl 215 Fort Kearney Rd Grand Island, NE 68801	Mr. Rooter
2 yr. 17-18	Master Plumber	Ryan Logue 2329 North Wheeler Grand Island, NE 68801	Sewer Rooter
2 yr. 17-18	Health Department	Jeremy Collinson 1137 S Locust St Grand Island, NE 68801	Central District Health Department
	Building Inspection (Ex-Officio)	David Scoggins 100 E 1 st St Grand Island, NE 68801	City of G. I. Building Department
	Building Inspection (Ex-Officio)	Craig Lewis 100 E 1 st St Grand Island, NE 68801	City of G. I. Building Department

The above recommendations are made in compliance with the Grand Island Plumbing Code and are contingent upon approval of the Mayor and the City Council.



City of Grand Island

Tuesday, December 27, 2016

Council Session

Item G-6

Approving Re-Appointments to the Police Pension Committee

Mayor Jensen has submitted the re-appointments of Eric Olson, Todd Dvorak, Michael Nelson, Jimmy Olson, and William Clingman to the Police Pension Committee board. The appointments would become effective January 1, 2017 upon approval by the City Council and would expire on December 31, 2020.

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, December 27, 2016

Council Session

Item G-7

Approving Appointments and Re-Appointments to the Firefighters Pension Committee

Mayor Jensen has submitted the appointments of Brad Laub and Tanner Greenough and the re-appointments of Scott Kuehl, Phil Thomas, and William Clingman to the Firefighters Pension Committee board. Mr. Laub and Mr. Greenough would replace Tom Cox and Todd Morgan. The appointments would become effective January 1, 2017 upon approval by the City Council and would expire on December 31, 2020.

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, December 27, 2016

Council Session

Item G-8

Approving Appointment of James Pirnie to the Downtown Business Improvement District 2013 Board

Mayor Jensen has submitted the appointment of James Pirnie to the Downtown Business Improvement District 2013 board. Mr. Pirnie will replace Dee Johnson who resigned from the board. The appointment would become effective immediately upon approval by the City Council and would expire on September 30, 2018.

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, December 27, 2016

Council Session

Item G-9

Approving Appointment of Hector Rubio to the Regional Planning Commission Board

Mayor Jensen has submitted the appointment of Hector Rubio to the Regional Planning Commission board. Mr. Rubio will replace Jerry Huismann. The appointment would become effective immediately upon approval by the City Council and would expire on October 31, 2019.

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, December 27, 2016

Council Session

Item G-10

#2016-308 - Approving Acquisition of Utility Easement - 588 S. Stuhr Road - Hoppe Inc.

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2016-308

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

WHEREAS, a public hearing was held on December 27, 2016 for the purpose of discussing the proposed acquisition of an easement located through a part of Lot One (1), East Park on Stuhr Subdivision, in the City of Grand Island, Hall County, Nebraska; being more particularly described as follows:

Commencing at the southeast corner of Lot One (1), East Park On Stuhr Subdivision; thence on an assumed bearing of N00°58'51"W, along the west right-of-way line of Stuhr Road a distance of 74.64 feet to the ACTUAL Point of Beginning; thence N90°00'00"W a distance of 270.75 feet; thence S00°00'00"E a distance of 15.00 feet; thence N90°00'00"W a distance of 40.00 feet; thence N00°00'00"E a distance of 15.00 feet; thence N90°00'00"W a distance of 54.74 feet; thence N00°00'00"E a distance of 175.60 feet; thence N90°00'00"W a distance of 202.75 feet to a corner of the west line of said East Park On Stuhr Subdivision; thence S45°00'00"E a distance of 51.18 feet; thence S45°00'00"W a distance of 20.00 feet; thence N45°00'00"W a distance of 71.27 feet to a point on the north line of said East Park On Stuhr Subdivision; thence S89°52'19"E, along said subdivision line, a distance of 28.35 feet to said corner of the west subdivision line; thence N00°54'15"W a distance of 20.00 feet; thence N90°00'00"E a distance of 280.47 feet; thence N00°00'00"E a distance of 15.00 feet; thence N90°00'00"E a distance of 20.00 feet; thence S00°00'00"E a distance of 15.00 feet; thence N90°00'00"E a distance of 264.74 feet to a point on said west right-of-way line of Stuhr Road; thence S00°58'51"E, along said west right-of-way line, a distance of 20.00 feet; thence N90°00'00"W a distance of 56.86 feet; thence S00°00'00"E a distance of 155.60 feet; thence N90°00'00"E a distance of 59.52 feet to a point on said west right-of-way line of Stuhr Road; thence S00°58'51"E, along said west right-of-way line, a distance of 20.00 feet to the said Point of Beginning.

Excepting a tract as described as follows:

Commencing at the southeast corner of Lot One (1), East Park On Stuhr Subdivision; thence on an assumed bearing of N00°58'51"W, along the west right-of-way line of Stuhr Road a distance of 250.27 feet; thence N90°00'00"W a distance of 86.86 feet to the ACTUAL Point of Beginning; thence S00°00'00"E a distance of 40.00 feet; thence N90°00'00"E a distance of 11.00 feet; thence S00°00'00"E a distance of 115.60 feet; thence N90°00'00"W a distance of 266.62 feet; thence N00°00'00"E a distance of 155.60 feet; thence N90°00'00"E a distance of 255.62 feet to said the Point of Beginning.

Approved as to Form	by _____
December 23, 2016	City Attorney

The above described easement and right-of-way containing a calculated area of 0.625 acres, more or less, as shown on the plat dated 11/30/2016, marked Exhibit "A" attached hereto and incorporated herein by reference.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 27, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, December 27, 2016

Council Session

Item G-11

#2016-309 - Approving Purchase Agreement with Guarantee Group, LLC for Property for the Elevated Water Storage Tank

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: December 27, 2016

Subject: Purchase Agreement with Guarantee Group, L.L.C. for
Property for the Elevated Water Storage Tank

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Grand Island water system's usage has increased to where additional capacity is required to allow future growth in the City. An elevated storage tank is recommended by the recently completed Water System Master Plan. To fund the cost of the elevated storage tank, a bond issue is proposed.

A cost of service study was completed by the Nebraska Municipal Power Pool in order to support projected revenue requirements of the bond debt service. The results of the study and possible changes to the water system rate structure were provided to the Council for discussion at the Study Session on November 1, 2016, with the rate ordinance adopting the recommended changes approved at the November 22, 2016 Council Meeting.

Locations for siting the elevated storage tank were evaluated based on hydraulic characteristics of the water system, current and future community development, and ground elevation. A site at the southwest corner of the Copper Creek housing area on Engleman Road between Potash Highway and Stolley Park Road was selected as best meeting the requirements for the tank.

Discussion

Discussions with The Guarantee Group, developers of Copper Creek, were held regarding the acquisition of the site with an agreement for the Utilities Department to purchase approximately five (5) acres at a value determined by an independent appraiser. Approximately one and one-half acres would be used for the placement of the tank, with another three and one-half acres used initially during construction of the tank and then developed into a neighborhood type park to provide recreation opportunities for the area and serve as a space between the tank and nearby residential structures.

The appraised value of the tract was determined to be \$110,000.00 and agreed by both parties to accurately reflect the market price. Payment for the property and subsequent development and maintenance costs were included in the project budget for the Water Enterprise Fund. A Purchase Agreement was drafted by the City Attorney and is recommended for approval by the Utilities Department.

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 Purchase Agreement with The Guarantee Group for the Copper Creek Estates Ninth Subdivision property in the amount of \$110,000.00.

Sample Motion

Move to approve the purchase agreement with The Guarantee Group for the Copper Creek Estates Ninth Subdivision property in the amount of \$110,000.00.

***APPRAISAL REPORT
OF
VACANT LAND***

LOCATED IN

***COPPER CREEK ESTATES
GRAND ISLAND, NEBRASKA***

PREPARED FOR

***THOMAS BARNES, ENGINEERING MANAGER
CITY OF GRAND ISLAND, NEBRASKA***

PREPARED BY

**HENDRICKSEN APPRAISAL COMPANY
2514 North Webb Road
Grand Island, NE 68803**

File Number: 16-0058

HENDRICKSEN APPRAISAL COMPANY

REAL PROPERTY APPRAISAL PROFESSIONALS SPECIALIZING IN

• COMMERCIAL • INDUSTRIAL • UNIQUE & SPECIAL USE • DEVELOPMENT LAND • REAL ESTATE INVESTMENTS •

December 1, 2016

City of Grand Island
Thomas Barnes
Utilities Engineering Manager
P.O. Box 1968
Grand Island, Nebraska 68802

RE: Appraisal of vacant land located in Copper Creek Estates, Grand Island, Nebraska

Dear Mr. Barnes:

As requested we have inspected the above-referenced property and prepared the attached appraisal report. The report will set forth the valuation premise, data, and analysis utilized in the value estimate. The scope of the appraisal process is complete and the report will be presented in summary format. It is intended only for the Utilities Department, Engineering Division for the City of Grand Island, Nebraska, for use in potential condemnation matters relating to the subject property. Use by others is not intended.

The subject property is a rectangular shaped tract located on the east side of South Engleman Road, north of West Stolley Park Road and south of West Old Potash Highway. It contains approximately 5.04 acres of vacant land that has been platted for residential development. It is located in a developing residential neighborhood in western Grand Island.

The value opinions contained in this appraisal report have an effective date of November 30, 2016, the date of the inspection of the subject property. All analysis utilized in the estimates and conclusions contained in this report are based on the assumption that the various economic factors relating to the Grand Island marketplace will remain stable for the foreseeable future.

The report considers all three approaches to value and is complete in scope. It has been prepared in conformity with the *Code of Professional Ethics* and all other requirements of *Uniform Standards of Professional Appraisal Practice (USPAP)* as promulgated by the Appraisal Foundation, and the *Rules and Regulations* of the Nebraska Real Property Appraiser Board (NRPAB). We are knowledgeable of and experienced in appraising properties of this type and are qualified to appraise the property based on that knowledge and experience.

The report is subject to the General Assumptions and Limiting Conditions contained herein, along with the Extraordinary Assumptions and Special Limiting Conditions that relate specifically to characteristics and information regarding the subject property. It is imperative that any user of the report be familiar with, and have a clear understanding of the implications summarized in those sections of the report. Additional contingencies are interspersed throughout the report where appropriate.

Based on the data and analysis contained in this report, our conclusion of the market value for the Fee Simple Estate of the subject property as described herein, on November 30, 2016, is;

ONE HUNDRED TEN THOUSAND DOLLARS

(\$110,000)

Respectfully,



December 1, 2016

Robin Hendricksen

Date

Nebraska General Certification: 920625



December 1, 2016

Jonathan Haack

Date

Nebraska Trainee Certification: 2014015

• 2514 North Webb Road, Grand Island, Nebraska 68803 • Office (308) 381-4217 • Cell (308) 390-4736 • happrco@aol.com •

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EXECUTIVE SUMMARY

IDENTIFICATION:	The subject is a tract of vacant land located within the Copper Creek Estates in Grand Island, Nebraska.	
PURPOSE & SCOPE:	The purpose is to provide an opinion of the market value for the subject property on the effective date of the appraisal. The scope of the appraisal process is complete and it is reported in summary format subject to all assumptions and limiting conditions stated herein.	
INTENDED USE:	Potential condemnation matters relating to the subject property.	
INTENDED USER:	Utilities Department, Engineering Division for the City of Grand Island, Nebraska.	
PROPERTY RIGHTS:	Those rights associated with the fee simple estate.	
SITE DESCRIPTION:	The subject property is a rectangular shaped tract located on the east side of South Engleman Road, north of West Stolley Park Road and south of West Old Potash Highway. It contains approximately 5.04 acres of vacant land that has been platted for residential development. It is located in a developing residential neighborhood in western Grand Island. Public utilities are available within a reasonable distance to the site.	
IMPROVEMENTS:	None	
ZONING:	The subject property is zoned "R"-2, Low Density residential Zone. The intent of this zoning district is to provide for residential neighborhoods at a maximum density of seven dwelling units per acre with supporting community facilities.	
FLOODPLAIN:	A review of current FEMA floodplain map 31079C0166D indicates the property is located in a non-printed flood map boundary.	
HIGHEST & BEST USE:	As Vacant - Residential development homogenous with surrounding properties.	
INSPECTION DATE:	November 30, 2016	
EFFECTIVE DATE:	November 30, 2016	
VALUE INDICATIONS:	Cost Approach:	NA
	Sales Comparison Approach:	\$110,000
	Income Approach:	NA
	Total Property Value Estimate:	\$110,000

EXTRAORDINARY ASSUMPTIONS AND SPECIAL LIMITING CONDITIONS

1. We have not been provided with an environmental assessment on the property nor were any adverse conditions apparent at the time of the inspection. However, we are not a qualified expert in environmental assessment and therefore, the report and value opinions presume no adverse conditions exist.

GENERAL LIMITING CONDITIONS

This appraisal is made under the following contingencies along with those that appear in the body of the report.

1. It is assumed that title to the property is good and there are no liens or encumbrances except as noted.
2. We have not surveyed the property and no warranty is made that the improvements are located on the site as described.
3. Distribution of the total valuation between land and improvements applies only under the program of utilization and conditions as set out in this report and is invalidated under any other program of utilization.
4. Testimony or attendance in court by reason of having prepared this appraisal shall not be required unless prior arrangements have been made.
5. Sketches, diagrams and photographs included in this report are for the reader's visual aid and not based on survey.
6. Certain information, upon which opinions and conclusions are based, has been obtained from sources considered reliable, however, no warranty is made to that effect.
7. We do not warrant the mechanical, electrical, plumbing or constructional conditions of the improvements. If any of these are reported to be deficient, they will be noted in the body of the appraisal report.
8. We are not aware of any hidden or apparent conditions which would render the subject property more or less valuable than otherwise comparable property.
9. Disclosure of the contents of this report is governed by the rules and regulations of the NRPAB and the *USPAP* including those sections regarding peer review. Neither all nor any part of the contents of this report shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication, without our prior written consent and approval.
10. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless non-conformity has been stated, defined and considered in the body of the report.
11. It is assumed that there was full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined and considered in the report.
12. It is assumed that all required licenses, consents or legislative and/or administrative authority from local, state or federal governmental or private entity or organization had been or could have been obtained or renewed for any use on which the value opinions contained in this report are based.
13. The consideration for the preparation of this report is the payment of all mutually agreed upon fees in connection therewith. Responsibility for any part of the report is conditioned upon full payment.
14. We were not made aware of potentially hazardous material such as urea-formaldehyde foam insulation, radon gas, asbestos, toxic waste, and/or lead paint were not apparent, nor were any apparent during inspection. However, we are not qualified to detect such substances and the existence of potentially hazardous material may have an effect on the value estimates and conclusions contained herein.
15. We have not evaluated the mechanical systems nor are we qualified to comment as to the compliance with ASHRAE Standard 62-1989. No representations are made with respect to indoor air quality.
16. We have not conducted a survey nor are we qualified to comment on existing reciprocating or centrifugal equipment to determine the amount of Chlorofluorocarbons (CFC's) that may be present in the buildings. CFC's are regulated by the Clean Air Act of 1990, and the production of CFC's is banned after 1999 by the Montreal Protocol of 1987.
17. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a survey of the subject property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines, nor are we competent to make such determination. Determination of ADA compliance matches an owner's financial ability with the cost-to-cure the physical characteristics. Such determination is beyond our experience and we cannot comment on compliance. Specific study of both the owner's financial ability and the cost-to-cure any deficiencies would be required by knowledgeable professionals for the Department of Justice to determine compliance. Therefore, the value opinions contained herein do not consider any non-compliance.
18. Unless otherwise stated in the report the opinion of value does not include any personal property, fixtures, tangible or intangible items that are not real property.
19. Unless otherwise stated in the report the Date of the Report is synonymous with the date of the Transmittal Letter and the appraiser's perspective is current.
20. Acceptance and/or use of this report constitutes acceptance of the foregoing assumptions and limiting conditions.

APPRAISER'S CERTIFICATION

The undersigned does hereby certify that, except as otherwise noted in this report:

1. Robin Hendricksen and Jonathan Haack conducted an on-site inspection of the subject property on November 30, 2016. Photographs and details of the inspection are contained in the body of the report.
2. We have no past, present or contemplated future interest in the real estate that is the subject of this appraisal report, and we have no personal bias with respect to the parties involved.
3. Compensation to us or our firm is not contingent on an action or event resulting from the analysis, opinions or conclusions in, or the use of, this report.
4. To the best of our knowledge and belief, the statements of fact contained in this appraisal report, upon which the analyses, opinions, and conclusions expressed herein are based, are true and correct.
5. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and, are the personal and unbiased professional analyses, opinions, and conclusions of the undersigned.
6. We have complied with the *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Foundation in conducting the research and analysis, and in formulating the value conclusions contained herein to the best of our knowledge and understanding.
7. The appraisal was made and the appraisal report was prepared in conformity with and is subject to the requirements of the *Rules and Regulations* of the Nebraska Real Property Appraiser Board as promulgated by Nebraska Revised Statute.
8. We are knowledgeable of, and experienced in appraising properties of this type, and are qualified to appraise the property based upon that knowledge and experience.
9. No one other than the undersigned prepared the analyses, conclusions, and opinions concerning real estate that are set forth in this appraisal report.
10. Disclosure of the contents of this appraisal report is governed by the *Uniform Standards of Professional Appraisal Practice* and the Nebraska Real Property Appraiser Board, relating to review by its duly authorized representatives.
11. The appraisal assignment was not based upon a requested minimum or specific valuation, or the approval of a loan.
12. We have performed a prior appraisal of the entire Copper Creek Estates with a report date of February 5, 2014. We have not provided any other services for the subject property within the last three years.
13. Based on the data and analysis contained in this report, the market value of the fee simple estate of the subject property, as described herein, on November 30, 2016, is estimated to be;

ONE HUNDRED TEN THOUSAND DOLLARS

(\$110,000)

Respectfully,

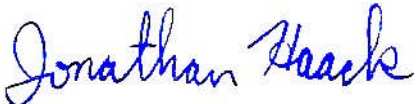


December 1, 2016

Robin Hendricksen

Date

Nebraska General Certification: 920625



December 1, 2016

Jonathan Haack

Date

Nebraska Trainee Certification: 2014015

PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to estimate the market value of the Fee Simple Estate of the subject property on November 30, 2016, which is synonymous with the date of inspection.

INTENDED USE AND USER OF THE APPRAISAL

The report has been prepared for the Utilities Department, Engineering Division for the City of Grand Island, Nebraska, for use in potential condemnation matters relating to the subject property.

SCOPE OF THE APPRAISAL

The appraisal assignment is the valuation of vacant land located in the Copper Creek Estates in western Grand Island, Nebraska. Grand Island has experienced a stable economic base for several years and we estimate that stability will continue into the foreseeable future.

The process of collecting data includes the examination of the base economy of Grand Island and the analysis of the current market for any similar properties in the marketplace. It included assembling information on sale prices for properties that would compete with the subject for potential buyers and tenants.

The scope of the report is limited only by the extraordinary assumptions and special limiting conditions and general assumptions and limiting conditions set out earlier in this report. Special limiting conditions reflect conditions and assumptions unique to this appraisal assignment, and on which the appraisal is predicated. The user of this report is cautioned to review these conditions to assure concurrence with the conditions outlined. General limiting conditions, while being equally important are more traditional and usually familiar to users of appraisal reports.

The scope of the appraisal encompasses the necessary research and analysis to prepare the report in accordance with the intended use, the *USPAP* and the *NRPAB*. Specifically concerning this assignment, the following steps were taken:

1. Robin Hendricksen and Jonathan Haack inspected the subject property on November 30, 2016. Additional information and data relative to the property were obtained from City and County officials and other public and private sources.
2. The information regarding the region, city, and neighborhood is based upon personal inspection and investigation, data contained in the files of Hendricksen Appraisal Company, and information obtained from other published sources. In addition to the secondary data, primary data were derived by observations and inspections in the subject's community, neighborhood and market areas as indicated above.
3. In developing the approaches to value, we identified the competing market area as Grand Island and researched data in that area. Data were collected from the files of Hendricksen Appraisal Company, other appraisers, Realtors, property managers, property owners, publications, public records, and other sources considered knowledgeable of the subject marketplace. While reasonable efforts were made to obtain reliable data, no warranty as to the reliability is made.
4. Upon completion of data assembly and analysis as herein defined and presented, an opinion of market value was formulated and presented, which is subject to the assumptions and limiting conditions contained within the report.

DEFINITION OF MARKET VALUE

All references to market value in this document is defined as: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:

- (1) Buyer and seller are typically motivated;
- (2) Both parties are well-informed or well-advised, and acting in what they consider their own best interest;
- (3) A reasonable time is allowed for exposure in the open market;
- (4) Payment is made in cash in United States dollars or in terms of financial arrangements comparable thereto; and
- (5) The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source of Market Value Definition: The Uniform Standards of Professional Appraisal Practice, 2008-2009 Edition published in 2007 by the Appraisal Foundation.)

PROPERTY RIGHTS APPRAISED

The property rights appraised are those normally associated with the Fee Simple Estate defined as follows:

Fee Simple Estate: *Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.*

We are not aware of any easements or restrictions to the use of the property that would diminished the market value of the subject any portion of the subject property. Although there may be typical utility easements, they do affect the value of the land and no other interests are considered to encumber ownership rights.

MARKETING PERIOD AND EXPOSURE TIME

Hendricksen Appraisal Company conducts studies of sales of real estate to determine the time they are on the market on a continuing basis. The study includes all types of real estate and is completed through observation, multiple listing service data, and discussions with brokers, owners, buyers and sellers. The study is necessary because the time a property is on the market can widely vary in relationship to the asking price. For this reason, the study is necessarily general in character for commercial, industrial, warehouse and service use properties. At the current time marketing periods for properties of this type are generally ranging from three to twelve months.

The subject property is an adequately positioned site in western Grand Island, Nebraska, with adequate access and visibility. The marketability, considering all factors affecting the property, is considered to be average. Considering market conditions together with the condition and location of the subject, the most probable marketing period is estimated to be from three to twelve months.

Exposure time is the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. It is a retrospective opinion based upon an analysis of past events assuming a competitive and open market. The marketing time stated above is considered to reflect the exposure time by this definition.

EFFECTIVE DATE OF APPRAISAL

The effective date of the appraisal report is November 30, 2016.

OWNERSHIP

Public records indicate that ownership as of the effective date of the report rests with,

The Guarantee Group, LLC

HISTORY OF OWNERSHIP

According to the Hall County Treasurer's office there has been no change in ownership in the past three years.

UTILITIES

All public utilities are available within a reasonable distance from the subject property.

FLOODPLAIN

A review of current FEMA floodplain map 31079C0166D indicates the property is located in a "non-printed flood map boundary."

EASEMENTS AND RESTRICTIONS

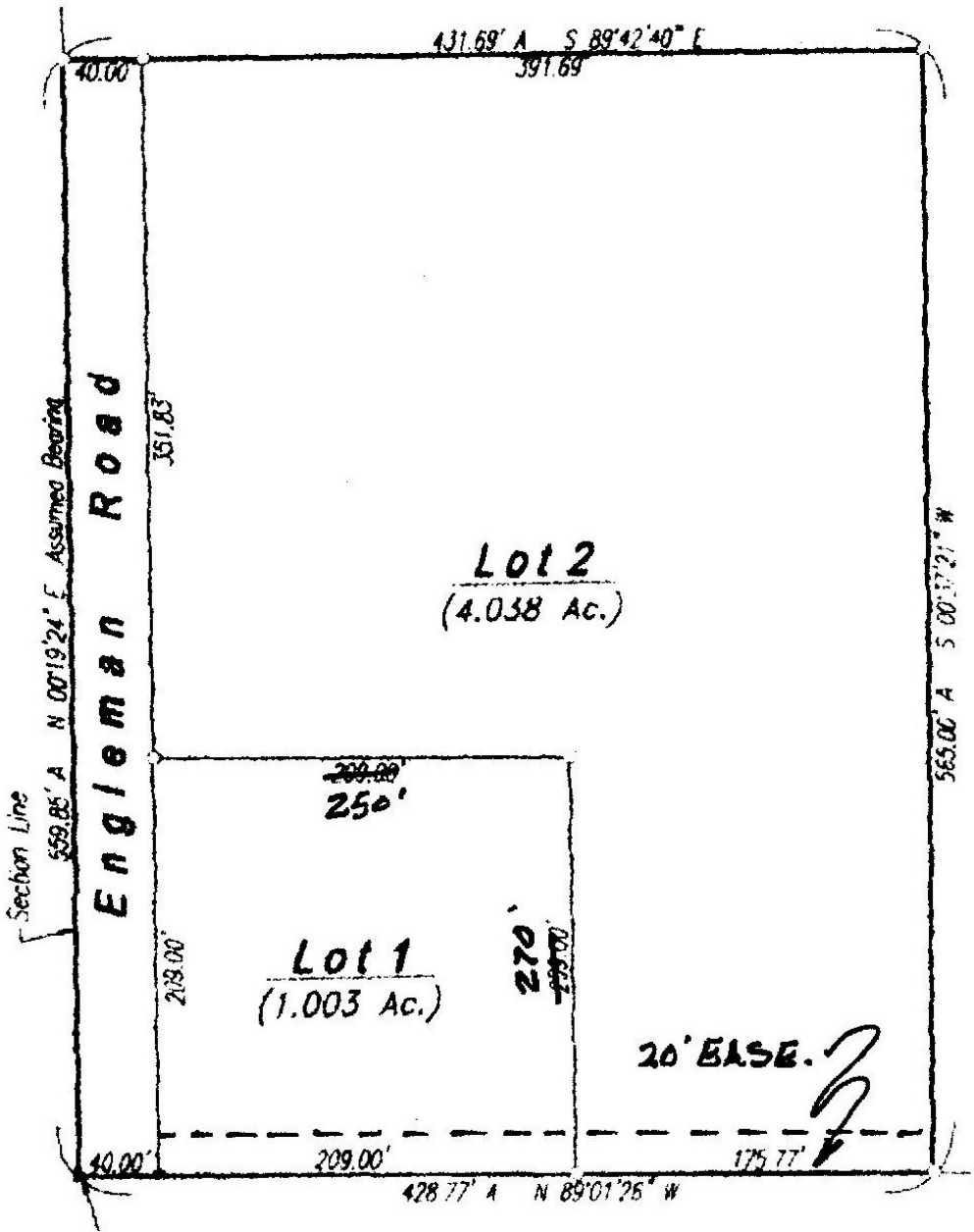
The property is appraised as if unencumbered by easements other than typical utility easements. There do not appear to be any other use restrictions placed on the property other than municipal zoning.

LEGAL DESCRIPTIONS

According to records in the Hall County Register of Deeds Office, the subject property is legally described as;

A tract of land comprising a part of the NW ¼ of Section 23, Township 11 North, Range 10 West of the 6th P.M., City of Grand Island, Hall County, Nebraska

A plat map of the subject site has been provided below.



ZONING

The subject property is zoned "R"-2, Low Density residential Zone. The intent of this zoning district is to provide for residential neighborhoods at a maximum density of seven dwelling units per acre with supporting community facilities.

ACKNOWLEDGMENT OF ASSISTANCE/COMPETENCY

No one other than those signing this report provided significant assistance in the preparation of the appraisal and/or the appraisal report. We are experienced in appraising properties of this type and no additional measures were required to comply with the provisions of the Competency Rule of the USPAP.

CITY ANALYSIS

Grand Island is Nebraska’s largest city outside of the Omaha and Lincoln Metropolitan area; it's the third largest retail trade center in Nebraska. Local government is handled by the Mayor, City Council, and County Board of Supervisors. Grand Island is a three-time All-American City (1955, 1967 & 1981), and was named Outstanding Nebraska Community in 1997. World Trade Magazine has ranked Grand Island 9th in the Top 10 List of Smaller Communities with an excellent quality of life.

Grand Island, the county seat of Hall County, is Central Nebraska’s Platte River Oasis, offering tourist attractions, an active trade center, employment opportunities, and human service programs to the agriculturally based area population. Located in the center of the State, Grand Island is accessible to traffic from Interstate-80, U.S. Highways 281, 30, and 34, and Nebraska Highway 2, as well as the Central Nebraska Regional Airport. It is known as the retail hub of central Nebraska, offering lodging, dining, shopping, entertainment, service programs, and information to the 30-plus rural communities in a 90-mile surrounding area. Grand Island is the fourth largest city in Nebraska, with an estimated population of 50,000. The community also serves residents in much of rural Nebraska including an area of over 20,000 square miles with an estimated population of over 200,000. Incorporated in 1872, Grand Island has a rich history reflected today in the stability of the community and the outstanding quality of life for its residents. More than 90 manufacturing plants provide jobs for over 7,000 people, drawing from a rural population base of talented and diverse workers.

Municipality

City of Grand Island, Nebraska, USA

Regional District

Central Nebraska, USA

Area of Municipal Limits

28.55 square miles

Geographic Landmarks

The Platte River to the south and the Loup River to the north

Geographic Location

100 miles west of Lincoln, Nebraska’s State Capitol; 25 miles north of Hastings; 50 miles east of Kearney

Distance in miles from

Chicago:	615	Los Angeles:	1,438
Dallas:	698	Minneapolis:	525
Denver:	407	New York:	1,388
Miami:	1,772	Kansas City:	296
Atlanta:	1,146	St. Louis:	589

Population

Grand Island’s population has enjoyed steady growth over the last few decades and according to the United States Census of 2010 had a total population of 48,520. The estimated population in 2014 was 51,236. The following table summarizes the populations of Grand Island, Hall County, and Nebraska since 1980.

<u>Year</u>	<u>Grand Island</u>	<u>Hall County</u>	<u>Nebraska</u>
2014	51,236	61,492	1,881,503
2010	48,520	58,607	1,826,341
2000	42,940	53,534	1,711,263
1990	39,386	48,925	1,578,385
1980	33,180	47,690	1,569,825

2013 Population

Males: 25,170 (49.8%)

Females: 25,380 (50.2%)

Median resident age: 35.1 years

Nebraska median age: 36.3 years

Housing

Building activity in the city has remained stable over the last several years. The following table summarizes permits issued in prior years.

Single-family new house construction building permits

1997:	102 buildings, average cost: \$106,900
1998:	98 buildings, average cost: \$101,700
1999:	95 buildings, average cost: \$110,100
2000:	88 buildings, average cost: \$115,200
2001:	88 buildings, average cost: \$124,100
2002:	81 buildings, average cost: \$127,500
2003:	101 buildings, average cost: \$140,100
2004:	122 buildings, average cost: \$133,300
2005:	111 buildings, average cost: \$138,800
2008:	81 buildings, average cost: \$135,200
2009:	92 buildings, average cost: \$146,700
2010:	85 buildings, average cost: \$163,800
2011:	70 buildings, average cost: \$172,500
2012:	85 buildings, average cost: \$157,500

Estimated median house or condo value in 2013

Grand Island: \$112,069

Nebraska: \$132,700

Economy and Employment

Grand Island and Hall County are heavily dependent upon the agricultural economy. Fluctuations in this sector during the middle 1980's were echoed in local economy, as many farm suppliers and agriculture related businesses suffered from the effects of a slow national farm economy. However, the recent upturn in agriculture has positively influenced the real estate markets of Grand Island. Agriculture began an upturn in 1990. Farmland prices increased significantly from 1990 to 1992. From 1992 to 2005 the increase was more moderate. This spike was followed by a spike in the residential market which began in 1992. The residential spike included a stronger market, and increased construction of new homes. The commercial/industrial market was slower to follow. However, these commercial/industrial markets changed for the positive in 1994. In 1994, several large commercial stores and other buildings were constructed along the north U.S. Highway 281. This included Wal-Mart, Sam's Club, and K-Mart stores, Applebee's, Perkin's and various hotel/motels. The industrial market has also has since then added several other restaurants, stores, banks, hotels, and medical offices along U.S. Highway 281 which shows steady growth.

Grand Island has an active Chamber of Commerce and industrial foundation. They are attempting to encourage manufacturing firms to locate in the Grand Island area and have established a budget to attract new business. In 1987 the State of Nebraska passed LB 775 which provided incentives for corporations to locate in Nebraska. The intent of the bill was to entice larger firms into the Nebraska market and it seems to have had some impact in encouraging capital investment and the development of new jobs.

The Manufacturing and Retail Trade industries employ the largest number of workers in the Grand Island Micropolitan Statistical Area (MC), which includes Hall, Howard and Merrick Counties. Many of the existing manufacturing jobs are related to agriculture, as the principal manufacturing activities include farm machinery, other agricultural products, beef packing, and food processing. The major manufacturers are Swift Foods, Case/IH, and Chief Industries, all of which are agriculture related. Grand Island has 8 established industrial areas, which are in locations accessible to traditional modes of transportation such as water, rail, and highway. There are 80 manufacturing plants in Hall County, one which includes a union.

Grand Island Labor Market Statistics

Time Period	Labor Force	Employed	Unemployed	Unemployment Rate
1990	21,839	21,338	501	2.3%
1995	24,648	24,067	581	2.4%
2000	22,831	22,122	709	3.1%
2005	24,076	23,071	1,005	4.2%
2010	25,957	24,795	1,162	4.5%
2015	26,317	25,323	994	3.8%

Most common industries for males (%)

- Manufacturing (29%)
- Retail trade (14%)
- Construction (12%)
- Accommodation and food services (7%)
- Transportation and warehousing (5%)
- Health care and social assistance (4%)
- Wholesale trade (4%)

Most common industries for females (%)

- Health care and social assistance (22%)
- Manufacturing (16%)
- Retail trade (16%)
- Accommodation and food services (11%)
- Educational services (9%)
- Other services, except public administration (5%)
- Public administration (4%)

Most common occupations for males (%)

- Production occupations (23%)
- Construction and extraction occupations (12%)
- Sales and related occupations (10%)
- Management occupations (9%)
- Material moving occupations (7%)
- Installation, maintenance, and repair occupations (7%)
- Food preparation and serving related occupations (6%)

Most common occupations for females (%)

- Office and administrative support occupations (18%)
- Food preparation and serving related occupations (12%)
- Sales and related occupations (11%)
- Production occupations (11%)
- Personal care and service occupations (7%)
- Healthcare support occupations (6%)
- Education, training, and library occupations (6%)

Top Five Employers

- Swift & Company: 3,500 employees
- Chief Industries: 1,641 employees
- St Francis Medical Center: 1,300 employees
- Case IH (formerly Case New Holland): 750 employees
- McCain Foods, USA: 546 employees

Education

Grand Island has one of the best school systems in the state. Community support for education is strong, as evidenced by recent building projects, fundraising for additional computers and donations of special equipment for handicapped students. In addition, increasing opportunities are available for higher education. The Grand Island Public School District provides 14 elementary schools, three middle schools, and one senior high school. Grand Island is also served by Northwest High School, Central Catholic Junior-Senior High School, Heartland Lutheran High School, four private elementary schools, Central Community College, and College Park.

Central Community College, Grand Island Campus, is located at 3134 West Highway 34, and provides higher education and vocational opportunities. A master's level education is available on-site offered by the Bellevue University program.

College Park, located at 3180 W. Highway 34 in Grand Island, is a unique facility which provides bachelor and master degree programs from Doane College; associate and continuing education courses from Central Community College; research-based information in agriculture and natural resources, consumer and family economics, community and economic development and 4-H youth development from the Hall County extension office; classes from the Central Nebraska Area Health Education Center; and the "Live from the Park" performing arts series hosted by College Park. Other community educational opportunities include the Nebraska Law Enforcement Training Center, an Adult Education Facility, and Joseph's College of Beauty.

Tourism

Interstate 80 is a major traffic carrier of tourists from border to border in Nebraska. Tourism in the state has increased in every year since the oil crisis of the early 1970's. Recent studies by the State Department of Economic Development suggest that not only is the number of people visiting the state increasing, but the amount of money each visitor is spending here is also on the increase. Recreational travelers, business travelers, and heavy commercial truck drivers are all sources of potential revenue for tourist related businesses. The Grand Island Chamber has actively promoted the area as a centrally located and convenient location for conventions and meetings. The success of this promotion can be measured in the number of activities and increase in attendance at scheduled events. For example, Husker Harvest Days has shown steady growth since its first years. Almost 200,000 people attended the exposition in 1985, while approximately 400,000 visited the exhibition in 1990 and it has continued to grow more each year.

In addition, Grand Island is home to Fonner Park one of the Midwest's premier para-mutual horse racing facilities and the new Heartland Event Center that hosts numerous sporting events, concerts, home shows, and other convention type activities. The Event Center arena seats 6,000-7,500 and is equipped with a four-sided video scoreboard, as well as 12 suites, multiple concession stands and restroom facilities, six locker rooms, gift shop, ticket office, as well as offering in-house catering service for all facility events. The flexibility of this new multi-purpose center combined with the Fonner Park facility makes it possible to offer potential users a myriad of choices to customize their events to best serve their needs and satisfy the sponsors and function attendees. The Nebraska State Fair moved to Grand Island in 2010 and over 308,000 people attended the first year.

Attractions

- Stuhr Museum of the Prairie Pioneer
- Nebraska Nature Center
- Fonner Park
- Grand Island Little Theatre
- Plum Street Station
- Heartland Events Center

Events

- Art in the Park
- Central Nebraska Ethnic Festival
- Children's Groundwater Festival
- Harvest of Harmony Parade
- Community Arts & Concert Association
- Husker Harvest Days
- Hoops Mania
- Hall County Fair
- Nebraska State Fair

Shopping

Grand Island serves as a regional retail hub for a 33 county area with a population of 308,000. For area residents and visitors alike, Grand Island offers a diverse array of shopping experiences with options ranging from national brand stores to locally owned boutique shops. Together, shopping in Grand Island offers a variety, convenience, and value. There is something for everyone. Shopping districts include the following:

Downtown: Downtown Grand Island features an interesting mix of retail shops including home furnishings, art, interior décor, books, music, antiques, and more.

Locust Street: The Locust Street corridor just north of Interstate 80 Exit 314 to the downtown features an assortment of specialty shops, dining, hotels, and services. Many of these are in the immediate vicinity of Fonner Park and the Heartland Events Center.

Highway 281 Corridor: This corridor is a shopping mecca featuring hundreds of retail shops, restaurants, and services. The anchor of this corridor is the Conestoga Mall – the largest indoor mall between Lincoln and Denver, with over 545,000 square feet. The Mall has five major anchor stores – Dillards, Best Buy, Younkers, Sears, and JC Penny. Also in this area are dozens of retail strip centers. Combined, the 281 corridor is home to dozens of national brand retailers and locally owned specialty shops.

Transportation

East-west roads serving Grand Island include the transcontinental Interstate 80 and U.S. Highway 30 (the Lincoln Highway). U.S. Highway 34 is a regional highway running from north-east of Denver, Colorado to the western Chicago suburbs. U.S. Highway 281 is the main north-south road in the region, stretching from the Mexican border in Texas to the Canadian border in North Dakota.

Bus service is available through Arrow/Black Hills Stage Lines and the Navigator Airport Shuttle between Grand Island and Omaha. Amtrak rail service arrives and departs at their Hastings, Nebraska, station 25 minutes south of Grand Island.

Within the city, public transportation includes limited taxi and weekday shuttle service.

Two transcontinental railroads, Burlington Northern and Union Pacific, serve the community. Both Burlington and Union Pacific have mainlines through Grand Island. Bus and truck routes use the interstate, and air transportation is provided by from the Central Nebraska Regional Airport.

The Central Nebraska Regional Airport offers daily American Eagle flights to Dallas, twice weekly Allegiant flights to Phoenix and Las Vegas, and weekly Allegiant flights to Orlando. The number of passengers using CNRA has increased exponentially over the last decade, from 7,961 in 2008 to 56,902 in 2013. A new 35,000 square foot passenger terminal was recently completed and will serve central Nebraska residents for decades to come, welcoming visitors to the area.

U.S. Highway 30 was a major transcontinental route prior to the construction of Interstate 80, and many businesses had been established along its route. Nebraska Highway 2 is a popular and scenic route through the Nebraska Sandhills, and the county has a well maintained system of secondary farm-to-market roads. Because of its size, access, and centric location, Grand Island has been able to attract numerous meetings and conventions from the state-wide market.

Government and Services

Grand Island is governed by a mayor and city council. Its 16 city parks cover 375 acres. Communications include a daily newspaper, five radio stations, one television station, and two cable services. Both public and parochial schools are available to the community's students. Recreational and cultural facilities include the Stuhr Museum of the Prairie Pioneer. The museum was designed by an internationally known architect and is considered to be one of the outstanding facilities of its type in the nation. Fonner Park offers horse racing and para-mutual betting, drawing many patrons to the Grand Island area. The Island Oasis Water Park, the Grand Island Municipal Golf Course, and hunting and fishing in area lakes also attract visitors from across the state.

Retail Trade

As is evident from the employment data, Grand Island serves as a trade center for large areas to the west and northwest, as well as less extensive areas to the east and south. Retail trade, banking, and wholesaling are centered in Grand Island to serve these areas. Retail sales, as reported by the Nebraska State Department of Revenue, have increased over recent years. The following table illustrates the increase in taxable sales since 1990.

Net Taxable Sales

<u>Year</u>	<u>Grand Island</u>	<u>Hall County</u>
2013	\$1,009,830,580	\$1,045,082,034
2012	\$977,097,299	\$1,009,596,541
2008	\$891,470,251	\$923,125,185
2007	\$878,265,159	\$917,314,709
2006	\$827,001,188	\$860,630,760
2005	\$796,848,442	\$831,862,115
2004	\$774,432,460	\$808,032,540
2000	\$658,581,800	\$683,125,343
1990	\$410,503,487	\$425,714,997

Historic Stability

The city developed as a river town, along the heavily traveled route through the Platte River Valley. The fertile soil of the Platte Valley is the basis for an agricultural economy that traditionally enjoys exceptional yields, and the abundant underground water makes irrigation effective for much of the rich, level land. Grand Island is heavily influenced by its location in the Platte River Valley. Transportation facilities, economic growth and employment, trade, income, services, and tourism are all impacted by the central farm belt location. Each of these aspects of the Grand Island community plays an important role in the development of commercial and industrial properties in the Grand Island area.

Grand Island has experienced good commercial growth in the last five years. This includes large discount stores as well as restaurants, hotels, retail centers and other commercial use buildings. The new construction generally appears to be mostly occupied. The above grid shows a substantial increase in the retail sales for the area.

We have observed new construction as well as rehabilitation of older structures in almost all of the major commercial corridors in the area over the past several years which indicate the local market place will remain viable for the next several years. Historically, south Locust Street was the prime area for development. In the last fifteen to twenty years this has shifted northward along U.S. Highway 281 generally north of U.S. Highway 30, near Conestoga Mall. Investigation of occupancy levels in the commercial market place found that vacancy in commercial buildings has been generally low over the last several years. It is felt that the long term vacancy rate will continue to be relatively low until we see a more critical effect of the slowdown in the national economy.

Expendable Income

One factor that drives a local trade economy is the amount of expendable income of area residents. Grand Island incomes compare favorably with state and national averages for the last decade.

Estimated median household income in 2013

Grand Island: \$45,985

Nebraska: \$51,440

Estimated per capita income

2013 \$22,491

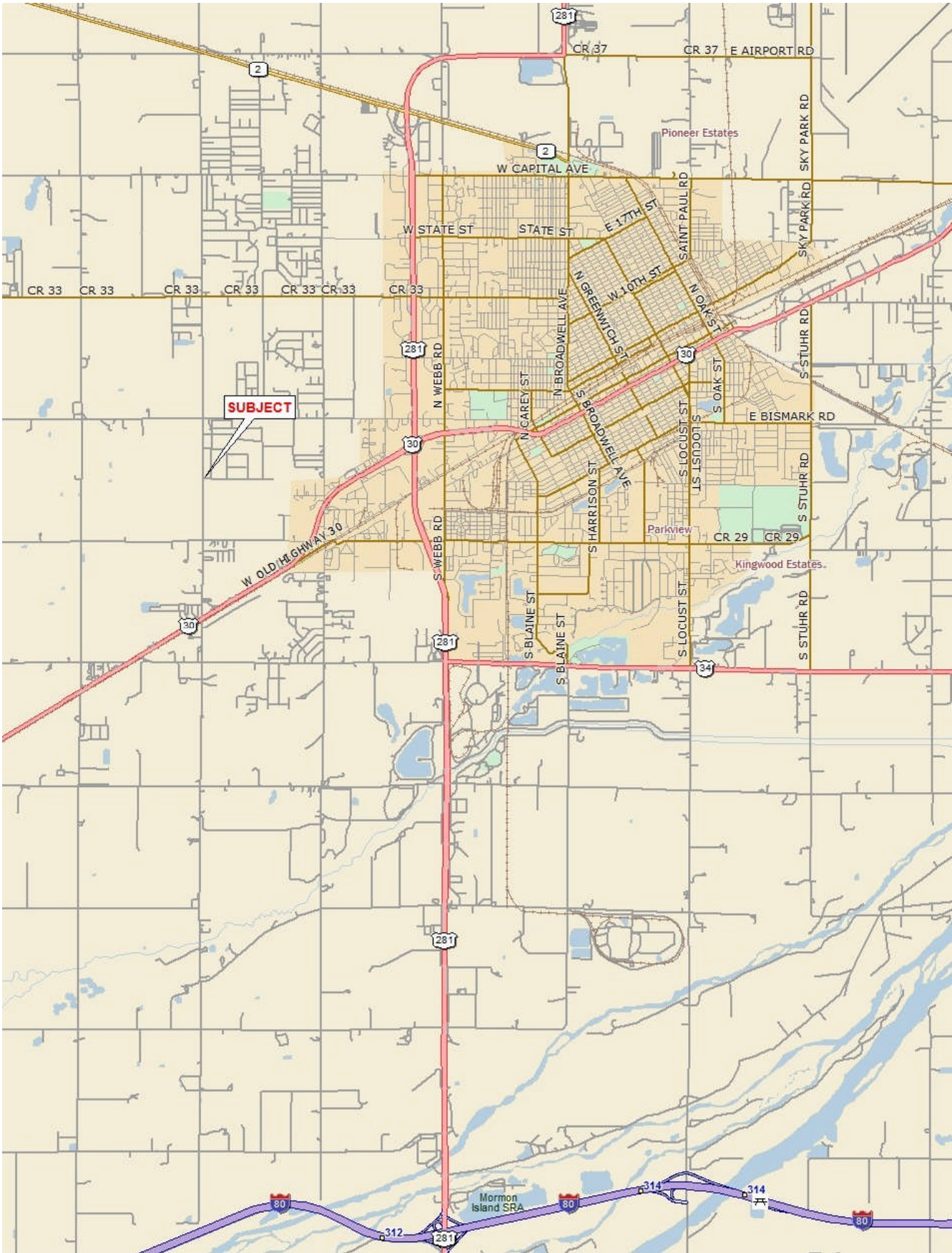
Summary

Although Grand Island experienced some difficulties in the mid 1980's that resulted from the agricultural problems in the Midwest during that period, the improvement in the agricultural economy since 1990 has contributed to additional activity in the Grand Island market. It is our opinion that Grand Island will continue its role as a viable retail trade center and growth and pent up demand should provide stability in the local housing market for the near future.

Commercial real estate has enjoyed a strong market in Grand Island for the last several years. The new development is generally located along U.S. Highway 281 in the northwest part of the City although recent investment interests have arisen along the South Locust Street corridor as well. This is fueled in part by legislative action that moved the Nebraska State Fair from Lincoln to Grand Island beginning in 2010. It is located on the Fonner Park and Event Center campus and as expected, brought in additional commercial and industrial investment to the area. The value estimates concluded in this report consider all of the positive and the negative factors in the market.

A map of the City has been included on the following page.

Area Map



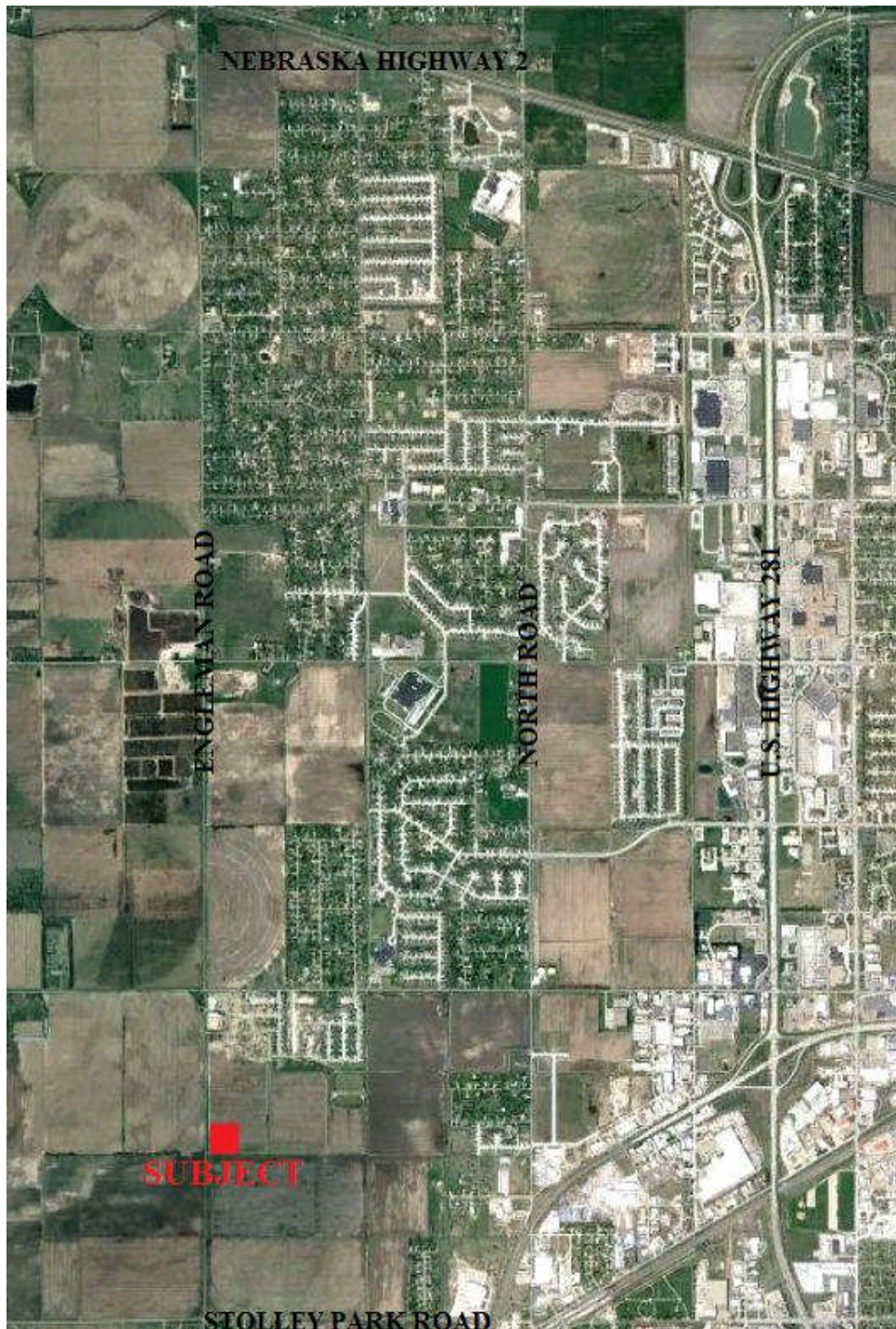
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NEIGHBORHOOD ANALYSIS

The subject is located in a developing residential neighborhood in northwest Grand Island. This area is west of the U.S. Highway 281 commercial corridor. The majority of the development is between Engleman Road and North Road from Nebraska Highway 2 to Stolley Park Road. This area has seen steady residential development over the last several years.

A map of the subject neighborhood has been included below.

Neighborhood Map



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SITE DESCRIPTION

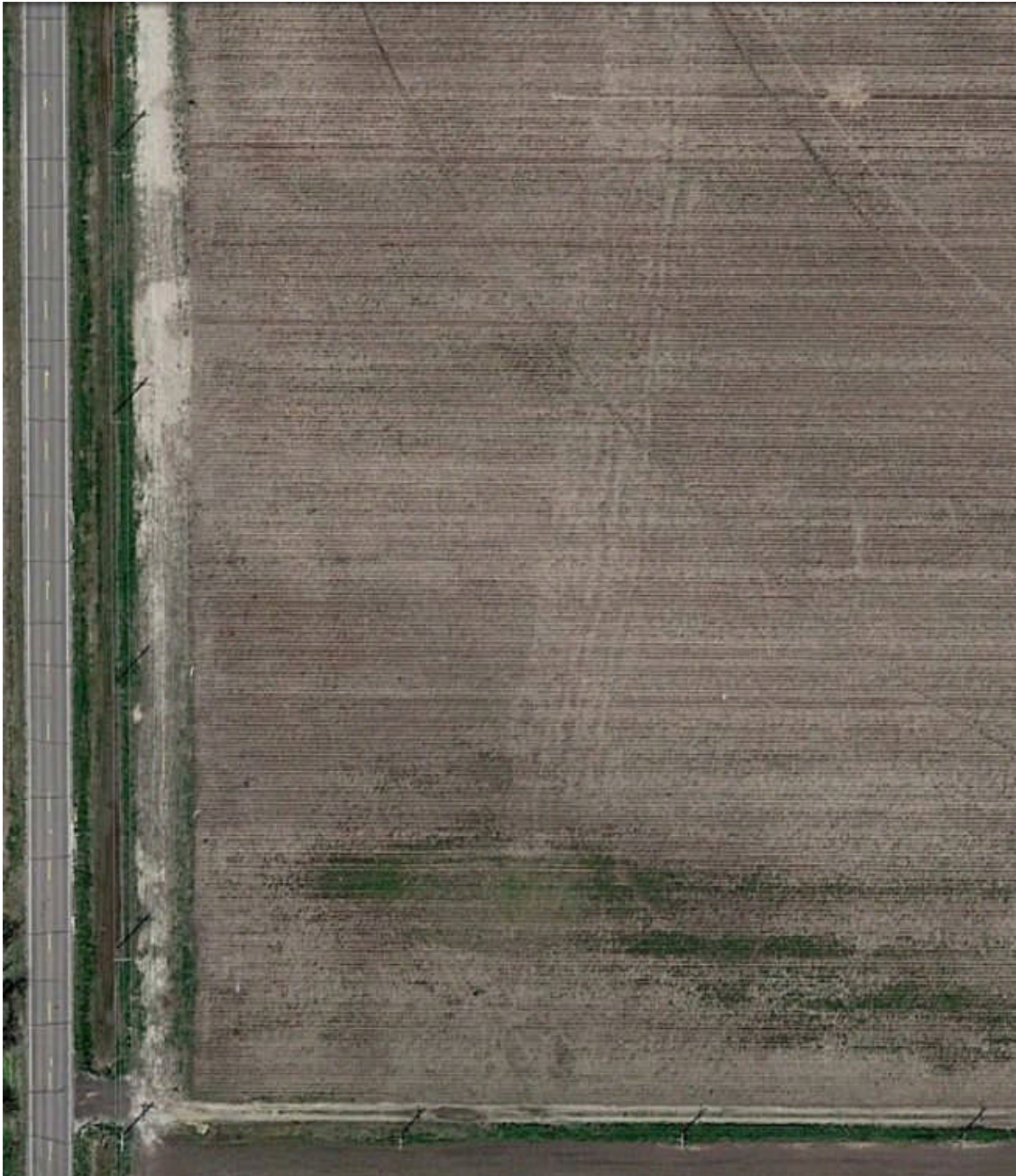
The subject property is a rectangular shaped tract located on the east side of South Engleman Road, north of West Stolley Park Road and south of West Old Potash Highway. It contains approximately 5.04 acres of vacant land that has been platted for residential development. It is located in a developing residential neighborhood in western Grand Island. Public utilities are available within a reasonable distance to the site.

It is generally at grade with surrounding roads and appears to have adequate drainage. Zoning is R-2, which is homogenous with surrounding development and all public utilities are near the site. The site is located outside of any restrictive floodplain designation.

In summary, the subject is a residential site with adequate access and visibility with adequate market potential. No adverse conditions were noted at time of inspection and we are not aware of any environmental concerns.

Below is an aerial photograph of the subject site.

Site Aerial Photograph



Subject Photographs



North Property Line Looking East



Northwest Corner Looking Southeast

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Subject Photographs



West Property Line Looking South



West Property Line Looking North

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Subject Photographs



Southwest Corner Looking Northeast



South Property Line Looking West

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HIGHEST AND BEST USE

The American Institute of Real Estate Appraisers utilizes the definition of highest and best use provided in The Dictionary of Real Estate Appraisal, 4th Edition.

A site is always valued in terms of its highest and best use, The most reasonably probable and legal use of vacant land or an improved property which is physically possible, appropriately supported, financially feasible, and that results in the highest and best use.

The rationale of highest and best use is that a property must have utility reflected through market demand to have a market function. In turn, function determines use, and use is a major determinant of value, in the context of current market forces. In estimating highest and best use an appraiser goes through essentially four stages of analysis:

1. **Legally Permissible Uses** - What uses are permitted under existing zoning and other land use regulations and controls, and under existing deed restrictions, for the subject property?
2. **Physically Possible Uses** - What uses are physically possible on the subject site or in the subject improvements, given the physical characteristics revealed by property analysis?
3. **Financially Feasible Uses** - Among legally permitted and physically possible uses for the subject property, which are appropriate given the characteristics revealed by market, neighborhood and property analysis? Which uses produce any net return to the owner, or a positive net present value?
4. **Maximally Productive Use** - Among appropriate or feasible uses for the subject property, which use will produce the highest present value?

Highest and Best Use: As If Vacant

Among all reasonable alternative uses, the highest and best use is the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The highest and best use of a property is based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.

Legally Permissible Uses: R-2, low density residential zoning of the subject property will allow a number of uses, including single family development.

Physically Possible Uses: The size of the site is large enough for many residential uses. The availability of sewer and other municipal services means that the subject can be developed within a relatively short time frame.

Financially Feasible Uses: The parcel is adapted for a number of residential uses, particularly those requiring large sites with good access, such as single family residential development. Any legal residential use for which there is adequate demand would be feasible on the site. The location within the City of Grand Island is considered to be adequate for residential uses.

Maximally Productive Uses: The maximally productive use of the subject site would be the optimum density development that would conform to the zoning and platting requirements.

Highest and Best Use: As If Vacant: The subject property has good potential for single family residential development. The zoning is residential and the surrounding vacant land uses will likely become residential. There is demonstrated demand for residential development land in the local and competing markets. Therefore, the highest and best use is estimated to be for a use which maximizes the residential development potential of the subject property without exceeding the demands of the market.

THE APPRAISAL PROCESS

Those processes available for a comprehensive analysis of the value being sought are broadly characterized into three basic approaches: the sales comparison approach, the income capitalization approach, and the cost approach. Under ideal circumstances, the three approaches can be employed in classic form, each giving an independent indication of value. Then the three approaches can be correlated and a final estimate of value can be concluded. The underlying principle to all three approaches is the principle of substitution. This principle holds that an informed person will not pay more for a property than what it would cost to acquire an equally functional, desirable, and valuable substitute.

Cost Approach

The cost approach consists of the estimated replacement cost new of the improvements, from which all forms of accrued depreciation are deducted to arrive at a depreciated replacement cost. To the depreciated replacement cost is added the land value by the sales comparison approach.

Physical depreciation encompasses that loss from the upper limit of value due to physical deterioration resulting from age, weather, and wear. Also in the cost approach is functional obsolescence, which, if present is a loss in value due to a lack of market acceptance resulting from poor or out-dated improvement design. The economic feasibility of repairing or updating either the functional or physical depreciation determines if either of the above described is curable or incurable.

Economic or external obsolescence is the final form of depreciation that is considered in the Cost Approach. It is seldom curable as it results from outside or external influences on the property.

The cost approach tends to indicate value by a form of history, which depicts what the improvements would cost to replace new and then deducts for the ravages of age and changing time.

Sales Comparison Approach

With the sales comparison approach, a direct comparison of the property being appraised is made to other properties which have recently sold and have similar features. Adjustments are made to reflect differences in features between various characteristics of the properties. Generally speaking, the sales comparison approach is considered to be the most reliable of the three approaches as it directly measures the motivations of buyer and seller on a current basis.

Income Capitalization Approach

Where the cost approach tends to begin at a starting point in the past and bring current, the income capitalization approach tends to look from the present position into the future by measuring the present worth of future projected income.

Critical to the income capitalization approach is an estimated economic income based upon comparable situations, and an estimated typical rate of return on and of the property. To arrive at net income, estimated expenses are deducted from the gross property income. The net income is then capitalized into an indication of value. This method is most pertinent to investment/income producing properties and considers a property's worth in relation to its ability to produce a net income.

Summary

All three approaches are considered and each of the three approaches will be implemented when sufficient data are available to give a meaningful indication of value. Variations from or a combination of these approaches may be used if deemed applicable to the circumstances of the property.

Because the subject property is vacant land we will utilize only the sales comparison approach in this assignment.

SALES COMPARISON APPROACH

The sales comparison approach is a process of comparing market data; that is, prices paid for similar properties. Market data, when carefully verified and analyzed, are good evidence of value since they represent the actions and reactions of sellers, users, and investors.

In applying the sales comparison approach, an appraiser takes five steps:

- 1. Seeks out similar properties for which pertinent sales, listings, and data are available.
- 2. Qualifies the prices as to terms, motivating forces, and bona fide nature.
- 3. Compares each comparable property's important attributes with the corresponding ones of the property being appraised, under the general division of time, location, and physical characteristics.
- 4. Considers all dissimilarities in terms of their probable effect upon the sale price.
- 5. Formulates an opinion of the relative value of the property being appraised, as compared with the price of each comparable property.

As previously noted, this approach to value provides an indication of value based upon comparison to other similar properties which have recently sold.

The sales research effort includes individual sales gathered and analyzed by us, as well as data supplied by brokers, clients, national services, and other appraisers. While the data provided is considered reliable no warranty is given to that effect and representation is made that a member of this firm has personally inspected each property.

Following is a list of sales of similar residential land that provide an adequate range of values from which to estimate a value for the subject property.

Comparable Sales

Land Sale No. 1

LOCATION: East U.S. Highway 34 and South Locust Street, Grand Island, Nebraska

GRANTOR: Wayne Vanosdall Sanitation, Inc.
GRANTEE: Talon Apartments, Inc.

LEGAL: Lot 3, Vanosdall 2nd Subdivision, City of Grand Island, Hall County, Nebraska

INSTRUMENT: 201604402
SALE DATE: July 13, 2016
SALE PRICE: \$300,000

LAND SIZE (AC): 6.76
SALE PRICE (PAC): \$44,379

COMMENTS: This vacant tract of land is located near the northeast corner of the intersection of East U.S. Highway 34 and South Locust Street in southern Grand Island. It is currently being developed into an apartment complex.

Land Sale No. 2

LOCATION: Nebraska Avenue/Jackson Drive/Sun Valley Drive, Grand Island, Nebraska

GRANTOR: Bosselman Leasing, LLC
GRANTEE: TPCR Developments, LLC

LEGAL: Lots 1 thru 11, Pleasant View 14th Subdivision and Lots 1 thru 31, Pleasant View 16th Subdivision, City of Grand Island, Hall County, Nebraska

INSTRUMENT: 201604350
SALE DATE: July 11, 2016
SALE PRICE: \$212,000

LAND SIZE (AC): 12.0
SALE PRICE (PAC): \$17,667

COMMENTS: This vacant tract of land is platted for development. It is located in southeast Grand Island, just north of Fonner Park. It consists of lots along Nebraska Avenue, Jackson Drive, and Sun Valley Drive.

Land Sale No. 3

LOCATION: 1920 – 1921 Sagewood Avenue, Grand Island, Nebraska

GRANTOR: Blender, LLC
GRANTEE: HC of Grand Island, LLC

LEGAL: Lots 1 and 2, Starlite Subdivision, City of Grand Island, Hall County, Nebraska

INSTRUMENT: 201505080
SALE DATE: July 27, 2015
SALE PRICE: \$430,183

LAND SIZE (SF): 815,879
SALE PRICE (PSF): \$0.53

COMMENTS: This is the sale of two large residential lots in northwest Grand Island. They are located along the south side of West State Street, west of U.S. Highway 281, and east of North Road. They are zoned R4-High Density Residential Zone.

Land Sale No. 4

LOCATION: 3763 West Capital Avenue, Grand Island, Nebraska

GRANTOR: Niedfelt Property Management, LLC
GRANTEE: SB Communities, LLC

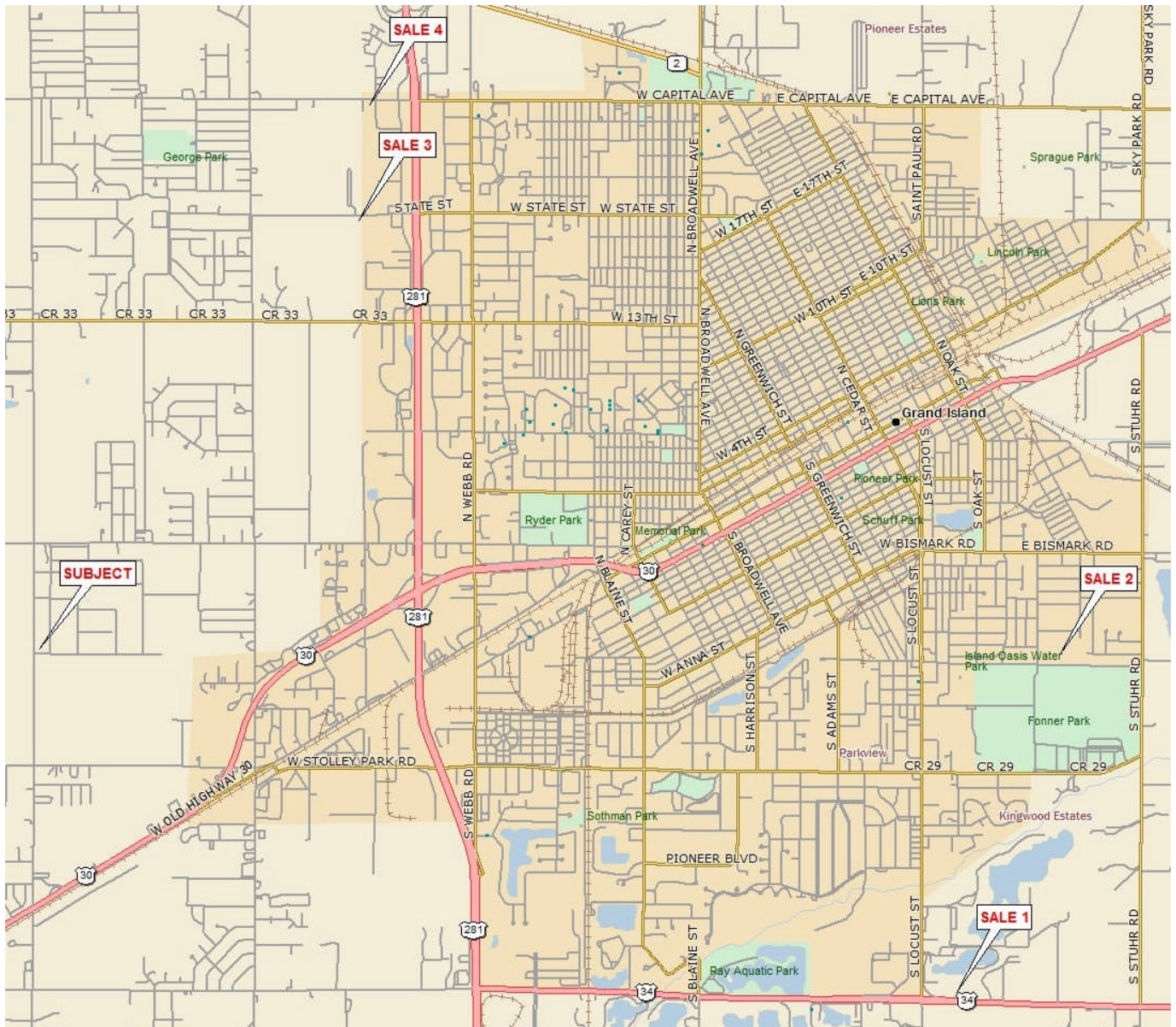
LEGAL: Lot 2, Sterling Estates 2nd Subdivision, City of Grand Island, Hall County, Nebraska

INSTRUMENT: 2013-9253
SALE DATE: November 21, 2013
SALE PRICE: \$208,043

LAND SIZE (SF): 313,632
SALE PRICE (PSF): \$0.66

COMMENTS: This is the sale of a large residential lot in northwest Grand Island. It is located along the south side of West Capital Avenue, west of U.S. Highway 281, and east of North Road. It is zoned RD-Residential Development Zone. Construction of an apartment complex is underway.

Comparable Land Sales Map



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Explanation of Data Analysis and Adjustments

The comparable sales outlined above illustrate varying characteristics. All are similar residential land in Grand Island. It is our opinion that they represent a reasonable cross-section of the marketplace from which to select a reliable estimate of value for the subject property.

All sales were analyzed for property rights conveyed, special financing and/or atypical market conditions and no adjustments were necessary for these characteristics. In addition, they were analyzed for the passage of time and physical characteristics including location, visibility/access, size, and functional utility.

Below is a description and explanation of the adjustments utilized.

Date of Sale: The sales occurred from November, 2011, through July, 2016. Analysis indicates that sales prices for similar properties in the Grand Island marketplaces have increased by 2% to 5% per year over the last several years. For the purpose of this report we have utilized an annual adjustment of 2.0% for the passage of time calculated and applied as its monthly equivalent.

Location: The location of a property has an effect on its desirability. The subject property is located in northwest Grand Island in an area of residential development. It is located in the southwest corner of this development area that has just begun to see increasing demand. Sales 1, 3, and 4 are closer to commercial corridors with more popular demand and were adjusted downward by 25% for their superior location. Sale 2 is located in an area similar to the subject and was not adjusted.

Size: The subject property has 5.04 acres of land. Smaller properties tend to sell for higher per-square-foot prices requiring a downward adjustment, while larger properties would be adjusted upward. This adjustment is sometimes referred to as the economy of scale and is occasionally attributed to the amount of capital needed to purchase larger properties and subsequently causing increased competition for smaller ones. It is typically present in all aspects of real property including vacant land and construction costs. We analyze this characteristic on a continual basis to extract patterns of change for variation in size. Analysis of these and other sales, plus utilization of a simple regression analysis, indicates that Sales 2 and 3 required adjustments and were adjusted accordingly.

Access/Visibility: This characteristic deals with the actual location within the marketplace and how that location relates to access and visibility by customers, clients, and the public. Sale 1 is located near the northeast corner of the intersection of South Locust Street and U.S. Highway 34, two major traffic roads in the city and was adjusted downward by 25% for superior access and visibility.

Functional Utility: This characteristic looks at the overall utility of each of the sold properties and compared to the subject. All sales are similar to the subject and no adjustments were made.

Net Adjustment: The adjustments have been applied in the following table to illustrate the sale price per square foot for each comparable property before and after adjustment. The individual adjustments are indicated as positive or negative percentages on the table. In those instances where the sale was inferior to the subject, a positive adjustment was utilized and has been denoted in blue. In those cases where the sale was superior to the subject, a negative adjustment was utilized and those are denoted in red. The adjustments are summed to arrive at the net adjustment.

The sales have been adjusted based upon the analysis cited above and are illustrated in the following table.

Sales Adjustment Table

	Subject	Sale 1	Sale 2	Sale 3	Sale 4
	Engleman Rd	Hwy 34	Nebraska Ave	1920-1921 Sagewood	3763 W Capital Ave
Sale Price:		\$300,000	\$212,000	\$430,183	\$208,043
Sale Price/ac:		\$44,379	\$17,667	\$22,968	\$28,895
Date of Sale:	11/30/2016	7/13/2016	7/11/2016	7/27/2015	11/21/2013
Adjustment:		0.8%	0.8%	2.7%	6.1%
Adjusted Price/psf:		\$44,724	\$17,806	\$23,595	\$30,669
Physical Characteristics					
Location:		Superior	Similar	Superior	Superior
Adjustment:		-25%	0%	-25%	-25%
Size (ac):	5.04	6.76	12.00	18.73	7.20
Adjustment:		0%	10%	20%	0%
Access/Visibility:		Superior	Similar	Similar	Similar
Adjustment:		-25%	0%	0%	0%
Functional Utility:		Similar	Similar	Similar	Similar
Adjustment:		0%	0%	0%	0%
Total Adjustment Factor:		-50%	10%	-5%	-25%
Indicated Value/ac:		\$22,362	\$19,587	\$22,416	\$23,002

Final Correlation of Land Value

Before adjustment the sales portrayed a range of values from \$17,667 to \$44,379 per acre. After adjustment the range became much closer, from \$19,587 to \$23,002 with an arithmetic mean of \$21,841 and median of \$22,389. The table includes both positive and negative adjustments of minimal amounts indicating an adequate and credible cross section of the marketplace. The adjustments were based in analysis and fact and are considered reliable.

After consideration of all information and analysis provided in this approach it is our opinion that the value of the subject site is \$22,000 per acre. This calculates to a market value estimate as shown below.

5.04 acres x \$22,000 = \$110,902

Called: \$110,000

ONE HUNDRED TEN THOUSAND DOLLARS
(**\$110,000**)

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ADDENDA

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Zoning Regulations

§36-63. (R-2) Low Density Residential Zone

Intent: To provide for residential neighborhoods at a maximum density of seven dwelling units per acre with supporting community facilities.

(A) Permitted Principal Uses: The following principal uses are permitted in the (R-2) Low Density Residential Zoning District.

- (1) Dwelling units
- (2) Truck, bush and tree farming, provided, there is no display or sale at retail of such products on the premises
- (3) Public parks and recreational areas
- (4) Country clubs as defined herein
- (5) Public, parochial and private schools having a curriculum equivalent to an elementary or higher educational level and colleges offering courses of general instruction, including convents, monasteries, dormitories, and other related living structures when located on the same site as the college
- (6) Churches, synagogues, chapels and similar places of religious worship and instruction of a quiet nature
- (7) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities, and other general system facilities when located according to the yard space rules set forth in this section for dwellings and having a landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties.
- (8) Public and quasi-public buildings for cultural use
- (9) Railway right-of-way, but not including railway yards or facilities
- (10) All other Permitted Principal Uses indicated as permitted within the Zoning Matrix [Attachment A hereto]

(B) Conditional Uses: The following uses are subject to any conditions listed in this chapter and are subject to other conditions relating to the placement of said use on a specific tract of ground in the (R-2) Low Density Residential Zoning District as approved by City Council.

- (1) Preschools, nursery schools, day care centers, children's homes and similar facilities
- (2) Towers
- (3) Off-street parking areas for schools and places of religious worship/instruction on lands adjacent to and within three hundred (300.0) feet of the principal building associated with the aforementioned uses.
- (4) All other Conditional Uses indicated as conditional within the Zoning Matrix [Attachment A hereto]

(C) Permitted Accessory Uses:

- (1) Customary home occupations
- (2) Buildings and uses accessory to the permitted principal use

(D) Space Limitations:

Uses			Minimum Setbacks						
			A	B	C	D	E		
	Minimum Parcel Area (feet)	Minimum Lot Area per Dwelling Unit	Minimum Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)	Maximum Ground Coverage	Maximum Building Height (feet)
Permitted Uses	6,000	6,000	50	25	20	5	12 ½	35%	35
Conditional Uses	6,000	6,000	50	25	20	5	12 ½	35%	35

(E) Miscellaneous Provisions:

- (1) Supplementary regulations shall be complied with as defined herein
- (2) Only one principal building shall be permitted on one zoning lot except as otherwise provided herein.

PROFESSIONAL QUALIFICATIONS OF ROBIN HENDRICKSEN

Mr. Robin L. Hendricksen
Nebraska General Certification: 920625

www.hendricksenappraisal.com
haprco@aol.com

EXPERIENCE SUMMARY

HENDRICKSEN APPRAISAL COMPANY

Owner, Commercial Appraiser, 2005 - Current
2514 North Webb Road
Grand Island, NE 68803

Douglas County Assessor's Office, Omaha, NE
Senior Appraiser Manager, 2004 - 2005

Great Plains Appraisal Co., Lincoln, NE
Staff Appraiser, Commercial Division, 2003 - 2004

Robin Hendricksen Appraisal and Consulting Services, 2002 - 2003
Owner, Commercial Appraiser

Lancaster County Assessor's Office, Lincoln, NE
Chief Administrative Deputy, 1991 to 2002

Gage County Board of Equalization, Beatrice, NE
Protest Referee, 1996 to 2004

Great Plains Appraisal Co., Lincoln, NE
Contract Appraiser (part time), Commercial Department, 1994 to 1996

Lancaster County Assessor's Office, Lincoln, NE
Commercial Appraisal Supervisor, 1988 - 1991

Strategis Asset and Management Company, Chicago, IL
Commercial/Industrial Appraiser, 1986 - 1988

Dodge County Assessor's Office, Fremont, NE
Chief Appraiser, 1982 - 1986

Custer County Assessor's Office, Broken Bow, NE
Deputy Assessor, 1975 - 1979

EDUCATION

Chadron State College, Chadron, NE
Industrial Arts, 1970 - 1971

Kearney State College, Kearney, NE
English/Physical Education, 1971 - 1973

Mid-Plains Community College, North Platte, NE
Real Estate Principles and Practices, 1976

The Appraisal Institute

Mark to Market: The New FIRREA?, 2002
Appraisal Consulting, 2003
Using Your HP12C Financial Calculator, 2006
Eminent Domain and Condemnation, 2006
Subdivision Analysis, 2008
Distressed Commercial Real Estate, Here We Go Again, 2009
Appraising Convenience Stores, 2012
Business Practices and Ethics, 2013

EDUCATION (continued)

International Association of Assessing Officers

Application of Residential Appraisal Modeling Concepts, 2000
Income Approach to Value, 1996
CAMA Valuation Model Building, 1993
Contemporary Capitalization Techniques, 1992
Multiple Regression Analysis for Real Property Valuation, 1989
Mass Appraisal of Income Producing Property, 1988
Development and Writing of Narrative Appraisal Reports, 1982
Appraisal of Land, 1978
Appraisal of Income Producing Properties, 1976
Introduction to the Fundamentals of Real Property Appraisal, 1975

Gateway College, Lincoln, NE

Computer Networking/Novell, 1995

Society of Real Estate Appraisers

Applied Income Property Valuation, 1990

American Institute of Real Estate Appraisers

Capitalization Theory and Techniques-Part "A", 1989
Capitalization Theory and Techniques-Part "B", 1989

Mid-West Appraiser's Association

Cost Approach Overview Seminar, 1998

McKissock Education

Appraising & Analyzing Industrial Flex Buildings, 2012

The Moore Group, Lincoln, NE

Uniform Standards of Professional Appraisal Practice (2 day course) 2001, 1989
Uniform Standards of Professional Appraisal Practice (update) 2014, 2012, 2010, 2008, 2006, 1998
Scope of Work: Understanding, Determining & Disclosing (1 day course) 2006
Foreclosures, 2008
Nebraska Residential Report Writing Update, 2010
Valuation by Comparison: Residential Analysis and Logic, 2012
Report Writing Update and Case Studies, 2014
Statistics, Modeling and Finance, 2014
Nebraska Supervisory Appraiser & Appraiser Training, 2015

Nebraska Real Property Appraiser Board, Lincoln, NE

Ed Tour – General Review, 2009
Appraisal Review Training, 2009, 2007, 2003, 2001, 1998

LICENSES, DESIGNATIONS AND ACCOMPLISHMENTS

Nebraska Certified General Real Property Appraiser, CG 920625 (1992)
Nebraska Licensed Appraiser (1981)
Review Appraiser-Nebraska Real Property Appraiser Board
Core Curriculum Committee-Nebraska Real Property Appraiser Board
Expert witness-Nebraska State Board of Equalization
Expert witness-Nebraska Tax Equalization and Review Commission
Expert witness-Various Nebraska District Courts
Expert witness-Nebraska Unicameral Revenue Committee
Expert witness-Nebraska Property Tax Administrator

AREA SERVICED

All counties west of Lancaster (Lincoln)
All counties east of Colorado and Wyoming State Lines
All counties north of the Kansas State Line
All counties south of the South Dakota State Line

Appraiser Certification

State of Nebraska
Real Property Appraiser Board

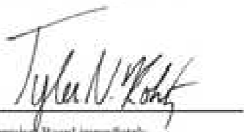


Hereby certifies that: ROBIN L HENDRICKSEN
HENDRICKSEN APPRAISAL CO
2514 NORTH WEBB ROAD
GRAND ISLAND, NE 68803

Is credentialed in the State of Nebraska as a:
Certified General Real Property Appraiser

Holding credential number: CG920625
Issued on: Jan 01, 2015

Set to expire on: Dec 31, 2016

Nebraska Real Property Appraiser Board Director: 

All address changes, business or residence must be reported to the Real Property Appraiser Board immediately.
This Pocket Card is proof that such person is credentialed under the Real Property Appraiser Act unless credential has been canceled, surrendered, suspended, or revoked.

Nebraska Real Property Appraiser Board
301 Centennial Mall South, LL PO Box 94963
Lincoln, Nebraska 68509-4963
Phone: 402-471-9015 Fax: 402-471-9017 www.appraiser.ne.gov

Administrative Identification Number:	4632-2015	Registration Fee Paid:	\$575.00
Random Fingerprint Audit Program Fee Paid:	\$10.00	Federal Registry Fee Paid:	\$80.00

PROFESSIONAL QUALIFICATIONS OF JONATHAN HAACK

Mr. Jonathan F. Haack
Nebraska Trainee Certification: 2014015

www.hendricksenappraisal.com
happrco2@aol.com

EXPERIENCE

HENDRICKSEN APPRAISAL COMPANY

Appraiser Trainee, 2013 - Current
2514 North Webb Road
Grand Island, NE 68803

EDUCATION

Doane College; Grand Island, NE
Bachelors Degree in Accounting, 2013-2014

Central Community College; Grand Island, NE
Associates Degree in Accounting, 2012-2013

The Appraisal Institute

Advanced Income Capitalization, 2015
General Appraiser Report Writing and Case Studies, 2015
General Appraiser Site Valuation and Cost Approach, 2015
General Appraiser Income Approach/Part 2, 2015
General Appraiser Sales Comparison Approach, 2015
General Appraiser Market Analysis and Highest and Best Use, 2015
General Appraiser Income Approach/Part 1, 2014

The Moore Group, Lincoln, NE

2016-2017 Uniform Standards of Professional Appraisal Practice Update, 2016
Nebraska Supervisory Appraiser and Trainee Appraiser Training, 2015
Statistics, Modeling, and Finance, 2014
2014-2015 Uniform Standards of Professional Appraisal Practice, 2013
Basic Appraisal Procedures, 2013
Basic Appraisal Principles, 2013

LICENSES, DESIGNATIONS AND ACCOMPLISHMENTS

Nebraska Certified Trainee Real Property Appraiser, T2014015 (2014)

Appraiser Certification

State of Nebraska Real Property Appraiser Board



Hereby certifies that: JONATHAN HAACK
626 DEAN ST
GRAND ISLAND, NE 68801-3002

Is credentialed in the State of Nebraska as a:
Trainee Real Property Appraiser

Holding credential number: T2014015

Issued on: Feb 20, 2014

Set to expire on: Dec 31, 2017

Registration Fee Paid: \$0.00

Federal Registry Fee Paid: \$0.00

Administrative Identification Number: 4489-2014

Nebraska Real Property Appraiser Board Director: _____

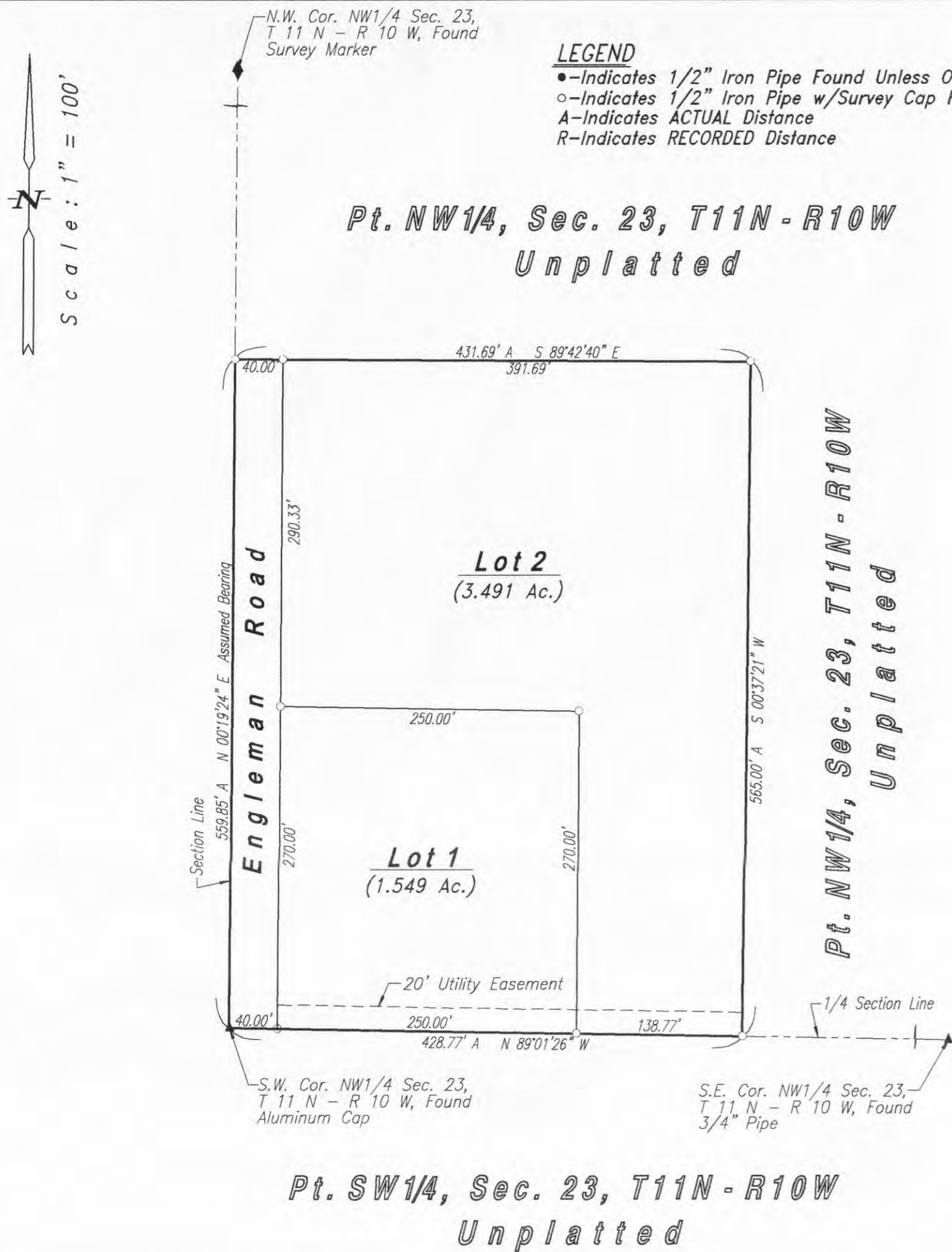
A handwritten signature in black ink, appearing to read "Tyler N. Kohn", is written over a horizontal line.

All address changes, business or residence must be reported to the Real Property Appraiser Board immediately.

This Pocket Card is proof that such person is credentialed under the Real Property Appraiser Act unless credential has been canceled, surrendered, suspended, or revoked.

Nebraska Real Property Appraiser Board
301 Centennial Mall South, L.L. PO Box 94963
Lincoln, Nebraska 68509-4963
Phone: 402-471-9015 Fax: 402-471-9017 www.appraiser.ne.gov

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Legal Description

A tract of land comprising a part of the Northwest Quarter (NW1/4), of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6th. P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at the southwest corner of said Northwest Quarter (NW1/4); thence running northerly on the westerly line of said Northwest Quarter (NW1/4), on an Assumed Bearing of N00°19'24"E, a distance of Five Hundred Fifty Nine and Eighty Five Hundredths (559.85) feet; thence running S89°42'40"E, a distance of Four Hundred Thirty One and Sixty Nine Hundredths (431.69) feet; thence running S00°37'21"W, a distance of Five Hundred Sixty Five (565.00) feet, to a point on the southerly line of said Northwest Quarter (NW1/4); thence running N89°01'26"W, a distance of Four Hundred Twenty Eight and Seventy Seven Hundredths (428.77) feet, to the Point of Beginning and containing 5.555 acres more or less.

Dedication

KNOW ALL MEN BY THESE PRESENTS, that THE GUARANTEE GROUP, L.L.C., a Nebraska Limited Liability Company, being the owner of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as 'COPPER CREEK ESTATES NINTH SUBDIVISION' in the City of Grand Island, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the streets as shown thereon to the public forever and the easements as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owner and proprietor.

IN WITNESS WHEREOF, I have affixed my signature hereto, at Grand Island, Nebraska, this _____ day of _____, 2016.

THE GUARANTEE GROUP, L.L.C., a Nebraska Limited Liability Company

Sean P. O'Connor, a Member

Surveyor's Certificate

I hereby certify that on October 11, 2016, I completed an accurate survey of 'COPPER CREEK ESTATES NINTH SUBDIVISION', in the City of Grand Island, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof are well and accurately staked off and marked; that iron markers were placed at all lot corners; that the dimensions of each lot are as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

(Seal) Deryl D. Sorgenfrei, Reg. Land Surveyor No. 578

Approvals

Submitted to and approved by the Regional Planning Commission of Hall County, Grand Island, Wood River and the Villages of Alda, Cairo and Doniphan, Nebraska.

Chairman Date

Approved and accepted by the City of Grand Island, Nebraska, this _____ day of _____, 2016.

Mayor City Clerk

Acknowledgement

State Of Nebraska
County Of Hall ss

On the _____ day of _____, 2016, before me, _____, a Notary Public within and for said County, personally appeared SEAN P. O'CONNOR, a Member of THE GUARANTEE GROUP, L.L.C., a Nebraska Limited Liability Company, and to me personally known to be the identical person whose signature is affixed hereto, and that he did acknowledge the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Company and that he was empowered to make the above dedication for and in behalf of said Company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Grand Island, Nebraska, on the date last above written.

My commission expires _____.

Notary Public (Seal)

COPPER CREEK ESTATES NINTH SUBDIVISION IN THE CITY OF GRAND ISLAND, NEBRASKA

PURCHASE AGREEMENT

This Purchase Agreement is entered into by and between:

Seller: THE GUARANTEE GROUP, L.L.C., a Nebraska Limited Liability Company

Seller's address: 1912 West Anna Street, Grand Island, NE 68803

Seller's taxpayer ID number:

Buyer: CITY OF GRAND ISLAND, a body politic and corporate and a political subdivision of the State of Nebraska.

Buyer's Address 100 East First Street, P.O. Box 1968, Grand Island, NE 68802

Purchase Price: \$110,000.00

Earnest Money Deposit: \$0.00 (none)

Closing date and place: January 31, 2017 at Grand Island Abstract Escrow & Title Co.

Title Insurance Commitment Due Date: January 17, 2017

Real Estate Taxes: All taxes related to the Property for 2016 and all prior years shall be paid by Seller at or prior to closing. Any tax related to the Property for 2017 shall be prorated to the date of Closing based on the most recent property valuation and the most recent mill levy.

Certified or Cashiers Check due at Closing from Buyer: \$110,000.00

"Property" Legal Description: A tract of land comprising a part of the Northwest Quarter (NW1/4) of Section Twenty Three (23), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Beginning at the southwest corner of said Northwest Quarter (NW1/4); thence running northerly on the westerly line of said Northwest Quarter (NW1/4), on an Assumed Bearing of N00°19'24"E, a distance of Five Hundred Fifty Nine and Eighty Five Hundredths (559.85) feet; thence running S89°42'40"E, a distance of Four Hundred Thirty One and Sixty Nine Hundredths (431.69) feet; thence running S00°37'21"W, a distance of Five Hundred Sixty Five (565.00) feet, to a point on the southerly line of said Northwest Quarter (NW1/4); thence running N89°01'26"W, a distance of Four Hundred Twenty Eight and Seventy Seven Hundredth (428.77) feet to the Point of Beginning and containing 5.555 acres more or less.

RECITALS

Seller is the owner and developer of certain real property (the "Property") legally described above; and Seller desires to sell and Buyer desires to acquire the Property, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of, and based on, the foregoing Recitals and the mutual promises and agreements

set forth below, the parties agree as follows:

1 TRANSFER OF PROPERTY.

- 1.1 SALE AND PURCHASE. At Closing (as hereinafter defined), Seller shall sell to Buyer, and Buyer shall purchase from Seller the Property.
- 1.2 PURCHASE PRICE AND PAYMENT. Buyer shall pay to Seller the "Purchase Price" above stated of which the "Earnest Money Deposit" has been received by Seller on the date hereof with a balance payable at Closing, subject to adjustments and prorations as herein provided.
- 1.3 CLOSING. The closing of the purchase and sale of the Property shall take place upon the date and at the place designated above; provided, however, closing shall be automatically extended until the appropriate governing bodies have approved or rejected the license and permits contemplated by Section 2 hereof, or at such other time, date and place as the parties may mutually agree (the "Closing").
- 1.4 TITLE AND POSSESSION. Seller agrees to deliver at Closing a general warranty deed to the Property conveying to Buyer marketable title to the Property, free and clear of all mortgages, deeds of trusts, leases, encumbrances, liens, statutory rights, assessments, covenants, charges or adverse claims of any kind or character whatsoever, except for easements and restrictions of record that are acceptable to Buyer and its counsel. Seller shall deliver possession to the Property to Buyer at the time of Closing.
- 1.5 TITLE INSURANCE. On the Title Insurance Commitment due date designated above Seller shall furnish Buyer and its counsel with a commitment for an owner's policy of title insurance in the amount of the purchase price which insures marketable title to the Property, subject only to the easements, restrictions and other matters of record that are acceptable to the Buyer and its counsel. Written notice of any easement, restriction or other matter affecting title to the Property that is unacceptable to Buyer or its counsel shall be delivered to Seller within two (2) weeks from receipt of the commitment. Written notice of any easement, restriction or other matter affecting title to the Property contained in the updated commitment that is unacceptable to Buyer or its counsel shall be delivered to Seller within ten (10) days from receipt of such commitment. Seller shall have a reasonable period, not exceeding thirty (30) days, to cure any unacceptable easement, restriction or other matter affecting title to the Property. The premium for the title insurance policy shall be paid by the Seller.
- 1.6 ENVIRONMENTAL AFFIDAVIT. Seller represents that its members and officers have no knowledge of any adverse environmental conditions which affect the Property, the value thereof, or liability in connection therewith, except such environmental conditions as have been fully disclosed to the Buyer. Seller shall provide an affidavit at closing, affirming the statement made in the prior sentence as of the date of closing, directed to Buyer and to Buyer's lender. If Seller is unable to provide such an affidavit at closing because of facts discovered or made known to Seller after the date of this Agreement, Buyer may elect, in Buyer's sole discretion, to either (i) accept the Property based upon such affidavit as Seller can provide based upon the facts then known; or (ii) terminate this Agreement, in which event all sums paid to Seller pursuant to this Agreement shall be returned to Buyer within five business days and neither party shall have any further obligation or liability to the other.
- 1.7 TAXES, ASSESSMENTS AND OTHER COSTS. All taxes related to the Property as stated above shall be paid by Seller at or prior to closing. Any tax related to the Property as stated above shall be prorated to the date of Closing based on the most recent property valuation and the most recent mill levy. Any special assessment arising out any improvement completed or under construction prior to Closing, whether then levied or unlevied, assessed or unassessed, shall be borne by Seller. Seller shall pay any and all transfer taxes or similar fees which are payable upon the recording of the warranty deed from Seller to Buyer.
The costs of the preparation of all documents and other related expenses in connection with the sale of the Property and the closing of the sale shall be paid by the Buyer.

2 REPRESENTATIONS AND WARRANTIES.

- 2.1 REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer as follows:

- 2.1.1.1 ORGANIZATION; POWER; GOOD STANDING. Seller is a limited liability company duly organized and validly existing in good standing under the laws of the State of Nebraska and has all requisite power and authority to own and operate its property and carry on its business as now being conducted and to enter into this Agreement and perform the obligations hereunder. The Company Secretary shall certify the sale is in the usual and regular course of business pursuant to the terms and conditions determined by its members.
- 2.1.2 AUTHORITY RELATIVE TO AGREEMENT. This Agreement has been duly executed and delivered by Seller and constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws affecting the enforcement of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies. Seller is the owner of the Property and no other persons have any interest in such real estate, except as set forth in this Agreement.
- 2.1.3 EFFECT OF AGREEMENT. The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action by Seller and will not require the consent, waiver, approval, license or authorization of any person or public authority on the part of Seller to be obtained; and will not violate, with or without the giving of notice and/or the passage of time, any provision of law applicable to Seller, and will not conflict with or result in a breach or termination of any provision of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon the Property pursuant to any mortgage, deed of trust, indenture or other agreement or instrument or any order, judgment, decree, statute, regulation or any other restriction of any kind or character whatsoever, to which Seller is a party or by which the Property may be bound.
- 2.1.4 BROKERS. Seller has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Buyer to pay any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby, and Seller is not aware of any claim or basis for any claim for payment of any finder's fee, brokerage or agent's commission or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby.
- 2.1.5 HAZARDOUS MATERIAL. No hazardous or toxic material, substance, pollutant, contaminant, waste, asbestos, or petroleum product has been released into the environment, discharged, placed or disposed of at, near, or on the Property. The Property has not been used at any time by any person as a landfill or waste disposal site. No claims, litigation, administrative proceedings, are pending or threatened, and no judgments or orders have been entered relating to any hazardous substance, hazardous waste, discharge, emission or other form of pollution relating in any way to the Property. No hazardous substance or hazardous waste, as defined by the Resource Conservation Recovery Act, as amended, 42 U.S.C. section 6901 *et seq.*, or the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. section 9601 *et seq.*, has been generated, manufactured, refined, transported, treated, stored, handled or disposed of on, at or near the Property.
- 2.1.6 SPECIAL ASSESSMENTS AND LIENS. No costs or expenses of any kind or character whatsoever associated with the construction or maintenance of any street, sidewalk, parking area or utility improvement surrounding or serving the area adjacent to the Property, including, without limitation, the costs and expenses attributable to paving, extension of water, sanitary sewer, storm sewer lines, street and parking lot lighting, street signs, engineering design and city engineering will be assessed against the Property.
- 2.1.7 FLOODPLAIN. The property is not located in a designated floodplain.

2.1.8 ENDANGERED SPECIES. Seller is unaware of the property being a home to an endangered species.

2.2 REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller as follows:

2.2.1 ORGANIZATION; POWER; GOOD STANDING. Buyer is a body politic and corporate and a political subdivision of the State of Nebraska and is duly organized and validly existing under the laws of the State of Nebraska and has all requisite power and authority to own properties and to enter into this Agreement and perform the obligations hereunder.

2.2.2 AUTHORITY RELATIVE TO AGREEMENT. This Agreement has been duly executed and delivered by Buyer and constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws affecting the enforcement of creditor's rights generally, or by judicial discretion in connection with the application of equitable remedies.

2.2.3 EFFECT OF AGREEMENT. The execution, delivery, and performance of this Agreement by Buyer and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action by Buyer and, except as contemplated hereby, will not require the consent, waiver, approval, license, or authorization of any person or public authority on the part of Buyer to be obtained; and will not violate, with or without the giving of notice and/or the passage of time, any provision of law applicable to Buyer, and will not conflict with or violate any instrument, agreement, order, judgment, decree, statute, regulation, or any other restriction of any kind or character to which Buyer is a party.

2.2.4 BROKERS. Buyer has not entered into any contract, arrangement or understanding with any person or firm which may result in the obligation of Seller to pay any finder's fee, brokerage or agent's commission, or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby, and Buyer is not aware of any claim or basis for any claim for payment of any finder's fee, brokerage or agent's commission, or other like payment in connection with the negotiations leading to this Agreement or the consummation of the transactions contemplated hereby.

3 OTHER AGREEMENTS.

3.1 INDEMNIFICATION.

3.1.1 INDEMNIFICATION BY SELLER. Upon the terms and subject to the conditions set forth in this Agreement, Seller agrees to indemnify and hold Buyer harmless against, and will reimburse Buyer upon demand for, any payment, loss, cost or expense (including reasonable professional fees and reasonable costs of investigation incurred in defending against such payment, loss, cost or expense or claim therefore) made or incurred by or asserted against Buyer in respect of any and all damages or deficiencies resulting from:

3.1.1.1 any omission, misrepresentation, breach of warranty, or non-fulfillment of any term, provision, covenant, or agreement on the part of Seller contained in this Agreement;

3.1.1.2 any environmental matter which is related to the Property and involves an event occurring or condition existing prior to Closing; and

3.1.1.3 any deed, exhibit, certificate, instrument or other agreement furnished or to be furnished by Buyer pursuant to this Agreement or any other agreement involving the parties hereto and contemplated hereby.

3.1.2 INDEMNIFICATION BY BUYER. Upon the terms and subject to the conditions set forth in this Agreement, Buyer agrees to indemnify and hold Seller harmless against, and will reimburse Seller upon demand for, any payment, loss, cost or expense (including reasonable professional fees and reasonable costs of investigation incurred in defending against such payment, loss, cost or expense or claim therefore) made or incurred by or asserted against Seller in respect of any and all damages or deficiencies resulting from any omission, misrepresentation, breach of

warranty, or non-fulfillment of any term, provision, covenant, or agreement on the part of Buyer contained in this Agreement or any exhibit, certificate, instrument, or other agreement furnished or to be furnished to Seller pursuant to this Agreement or any other agreement involving the parties hereto and contemplated hereby.

3.1.3 CONDITIONS OF INDEMNIFICATION. With respect to any actual or potential claim, any written demand, commencement of any action, or the occurrence of any other event which involves any matter or related series of matters (a "Claim") against which a party hereto is indemnified (the "Indemnified Party") by another party (the "Indemnifying Party") under this Agreement:

3.1.3.1 Promptly after the Indemnified Party first receives written documents pertaining to the Claim, or if such Claim does not involve a third party Claim, promptly after the Indemnified Party first has actual knowledge of such Claim, the Indemnified Party shall give notice to the Indemnifying Party of such Claim in reasonable detail and stating the amount involved, if known, together with copies of any such written documents; and

3.1.3.2 If the Claim involves a third party Claim, then the Indemnifying Party shall have the right, at its sole cost, expense and ultimate liability regardless of outcome, through counsel of its choice, to litigate, defend, settle, or otherwise attempt to resolve such Claim, except that the Indemnified Party may elect, at any time and at the Indemnified Party's sole cost, expense and ultimate liability, regardless of outcome, and through counsel of its choice, to litigate, defend, settle, or otherwise attempt to resolve such Claim. If the Indemnified Party so elects (for reasons other than the Indemnifying Party's inability, failure, or refusal to provide a defense to such Claim), then the Indemnifying Party shall have no obligation to indemnify the Indemnified Party with respect to such Claim. In any event, all parties hereto shall fully cooperate with any other party and their respective counsel in connection with any such litigation, defense, settlement, or other attempt at resolution.

3.2 INSPECTION AND TESTING. At any time after the date of this Agreement, Buyer and its employees and agents shall have the right to enter upon the Property and perform such tests and inspections as it deems necessary to determine suitability of the Property for its intended use. Buyer shall restore the Property to original condition if such tests alter the grade, compaction, or vegetation.

4 CONDITIONS OF CLOSING.

4.1 BUYER'S CONDITIONS OF CLOSING. Unless waived by Buyer in writing, the obligations of Buyer under this Agreement are subject to fulfillment of the following conditions:

4.1.1 WARRANTY DEED AND TITLE INSURANCE COMMITMENT. Buyer shall receive at Closing a warranty deed for the Property and a commitment for title insurance in accordance with this Agreement.

4.1.2 CONDITION OF PROPERTY. Within sixty (60) days from the date of this Agreement, Buyer has approved the soil condition of the Property and all conditions, limitations, requirements, rules, and regulations of any governmental agency having jurisdiction over the Property or its intended use.

4.1.3 ADVERSE CONDITIONS. As of Closing, there are no adverse conditions or circumstances which may interfere with Buyer's intended use or ability to encumber the Property.

4.1.4 REPRESENTATIONS AND WARRANTIES. There have been no material inaccuracies in the representations and warranties of Seller and such representations and warranties shall be true as of Closing as though made on and as of such date and Buyer shall have received a certificate dated as of Closing to that effect.

4.2 SELLER'S CONDITIONS OF CLOSING. Unless waived by Seller in writing, the obligations of Seller under this Agreement are subject to fulfillment of the following conditions:

- 4.2.1 PAYMENT. At Closing, Seller shall receive from Buyer a certified or cashier's check as designated above..
- 4.2.2 REPRESENTATIONS AND WARRANTIES. There have been no material inaccuracies in the representations and warranties of Buyer and such representations and warranties shall be true as of Closing as though made on and as of such date and Seller shall have received a certificate dated as of Closing to that effect.
- 4.3 TERMINATION. If the conditions of Closing for a party have not been materially complied with or performed and such noncompliance or nonperformance shall not have been waived by the other, such other party may terminate this Agreement and upon such termination neither Buyer nor Seller shall have any liability one to the other, except that Seller shall return the Earnest Money Deposit to Buyer.
- 4.4 RISK OF LOSS. All risk of loss or damage to the property by fire or other casualty until the delivery of the deed is assumed by the Seller, and in such event, the Buyer shall have the right and option to cancel this Agreement and receive all monies paid under the Agreement.

5 MISCELLANEOUS.

- 5.1 BINDING EFFECT; BENEFITS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained in this Agreement to the contrary, nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any right, remedy, obligation, or liability under or by reason of this Agreement.
- 5.2 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.
- 5.3 FURTHER ASSURANCES. Each of the parties hereto, without further consideration, agrees to execute and deliver such other documents and take such other action, whether prior to or subsequent to Closing, as may be necessary to more effectively consummate the intent and purpose of this Agreement.
- 5.4 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.
- 5.5 NOTICES. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or 48 hours after being mailed registered or certified mail, return receipt requested, postage prepaid, to the party at the address designated above.
- 5.6 SEVERABILITY. If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any of the other provisions of this Agreement inoperative, unenforceable, or invalid.
- 5.7 SURVIVAL AND NONMERGER. All terms, conditions, representations, and warranties contained in this Agreement shall survive the execution hereof and the Closing hereunder, including, but not limited to, the execution and delivery of any deed related to the Property to be conveyed hereunder, and shall not merge into any deed.
- 5.8 TIME OF ESSENCE. The parties agree that time is of the essence in the performance of their respective obligations hereunder.
- 5.9 WAIVER. Either Buyer or Seller may, by written notice to the other, (a) extend the time for the performance of any of the obligations or other actions of the other under this Agreement; (b) waive any inaccuracies in the representations or warranties of the other contained in this Agreement or in any document delivered pursuant to this Agreement; (c) waive compliance with any of the conditions or covenants of the other contained in this Agreement; or (d) waive performance of any of the obligations of the other under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants, or agreements contained in this Agreement. The waiver by any

5.10 **CONSTRUCTION.** The parties hereto acknowledge and agree that each party has participated in the drafting of this Agreement and that this document has been reviewed by the respective legal counsel for the parties hereto and that the normal rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not apply to the interpretation of this Agreement. No inference in favor of, or against, any party shall be drawn by the fact that one party has drafted any portion hereof.

THE GUARANTEE GROUP, L.L.C., Seller

State of Nebraska)
) ss.
County of Hall)

Notary Public

State of Nebraska)
) ss.
County of Hall)

Notary Public

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RESOLUTION 2016-309

WHEREAS, the City of Grand Island's water system usage has increased to where additional capacity is required to allow future growth in the City, and an elevated storage tank is recommended by a recently completed Water System Master Plan; and

WHEREAS, a site at the southwest corner of the Copper Creek housing area on Engleman Road between Potash Highway and Stolley Park Road (Copper Creek Estates Ninth Subdivision) was selected as best location meeting the requirement for the tank based on hydraulic characteristics of the water system and future community growth; and

WHEREAS, discussion with The Guarantee Group was held regarding the acquisition of the site with an agreement for the Utilities Department to purchase approximately five (5) acres for \$110,000.00, an amount determined by an independent appraiser; and

WHEREAS, the Legal Department drafted a Purchase Agreement for the purchase of the property in the appraised and agreed upon amount of \$110,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Purchase Agreement with The Guarantee Group of the Copper Creek Estates Ninth Subdivision property in the amount of \$110,000.00 is hereby approved and the Mayor is authorized to sign the Agreement on behalf of the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 27, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 23, 2016	☐ City Attorney



City of Grand Island

Tuesday, December 27, 2016

Council Session

Item G-12

#2016-310 - Approving Addendum to SCALES Interlocal Agreement for Cooperative Law Enforcement Services

Staff Contact: Robert Falldorf, Police Chief

Council Agenda Memo

From: Robert Falldorf, Police Chief

Meeting: December 27, 2016

Subject: Approval of Addendum to SCALES Interlocal Agreement for Cooperative Law Enforcement Services

Presenter(s): Robert Falldorf, Police Chief

Background

The Police Department has been a charter member of the South Central Area Law Enforcement Service, SCALES, since the inception of the organization. Different agencies have joined the SCALES association since the inception of the association. The Clay County Sheriff's Office has been approved for membership and we are requesting approval of the addendum for their membership.

Discussion

The Police Department has been a member of SCALES since 2006. SCALES agencies support one another during special events and or criminal investigations. Grand Island has received the support of SCALES in investigating cases such as officer involved in custody deaths and when President Bush came to Grand Island. In turn, our department has supported other SCALES agencies in criminal investigations and special events.

SCALES agencies also pool funding to bring specialized training schools to the area. SCLAES has hosted several specialized courses in the area that multiple officers from the GIPD have been able to attend. Such training would be cost prohibitive for any one agency to provide.

SCALES membership includes the Grand Island Police Department and the Police Departments from Hastings, Kearney, Lexington, Aurora, Holdrege and Cozad. It also includes the Hall, Adams, Buffalo, Dawson, Merrick, and Phelps County Sheriff's Offices. The Clay County Sheriff's Office has requested and been accepted for membership into SCALES. We are requesting approval of the addendum to provide for the Clay County Sheriff's Office to become a member agency of SCALES.

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 Addendum to SCALES Interlocal Agreement for Cooperative Law Enforcement Services to provide for the Clay County Sheriff's Office to become a member of SCALES.

Sample Motion

Move to approve the Addendum to SCALES Interlocal Agreement for Cooperative Law Enforcement Services to provide for the Clay County Sheriff's Office to become a member of SCALES.

*ADDENDUM TO SCALES INTERLOCAL AGREEMENT FOR COOPERATIVE
LAW ENFORCEMENT SERVICES.*

WHEREAS, the Nebraska Counties of Adams, Buffalo, Hall, Dawson, Phelps and Merrick and the Nebraska Cities of Hastings, Kearney, Grand Island, Holdrege, Aurora, Lexington and Cozad have entered into an interlocal agreement dated August 14th, 2016, for cooperative law enforcement services hereinafter referred to as "SCALES" a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, the terms of SCALES provide that additional cities or counties may become parties to said agreement upon acceptance and execution of the agreement and upon the approval by the governing bodies of the parties already party to said agreement; and

WHEREAS the County of Clay desires to become a party to SCALES under the same terms and conditions contained in the existing agreement dated August 14th, 2016 and hereby signifies acceptance of the same; and

WHEREAS in consideration of the County of Clay's agreement to initially contribute to the cooperative undertaking provided for in SCALES, an agreed sum not to exceed \$4,500.00 for initial payment, then annual dues as set by the governing board, currently \$1,000.00 thereafter, Adams, Buffalo, Hall, Dawson, Phelps and Merrick Counties and the cities of Hastings Kearney, Grand Island, Holdrege, Aurora, Lexington and Cozad approve of the County of Clay's request to become a party to SCALES as signified by their respective signatures appearing below.

NOW THEREFORE, it is agreed that effective upon complete execution of this addendum by all necessary entities, and the payment the County of Clay monetary contributions as stated above, the County of Clay in the State of Nebraska shall hereinafter be deemed a party to SCALES and shall thereafter accrue all the same entitlement and obligations as the original parties to said agreement, with the exception of previously purchased equipment by the original agencies. In the event of liquidation of assets purchased before the date of this addendum, assets shall be sold and sums distributed equally amongst only the parties who originally paid for said assets. The County of Clay shall be entitled to full usage rights of all tangible property jointed owned by SCALES. Items purchased jointly after the date of execution date of this addendum, ownership shall be shared equally amongst all monetary contributing members of the SCALES organization.

Executed this 25th day of October, 2016.

County of Clay

By, Arld Nuss

Board Chair
County of Clay

930
Clay County Sheriff

(Attest)

Deborah Kano
Clay County Clerk

RESOLUTION 2016-310

WHEREAS, The Grand Island Police Department has been a member of the South Central Area Law Enforcement Services, SCALES, interlocal since inception; and

WHEREAS, SCALES has been a benefit to the Grand Island Police Department and the City of Grand Island; and

WHEREAS, The Clay County Sheriff's Office has requested and been approved to become a member agency of the SCALES interlocal.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the Addendum to SCALES Interlocal Agreement for Cooperative Law Enforcement Services to provide for the Clay County Sheriff's Office to become a member of SCALES.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 27, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 23, 2016	☐ City Attorney



City of Grand Island

Tuesday, December 27, 2016

Council Session

Item G-13

**#2016-311 - Approving the Certificate of Compliance with the
Nebraska Department of Roads for Maintenance Agreement No.
12; Calendar Year 2016**

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: December 27, 2016

Subject: Approving the Certificate of Compliance with the Nebraska Department of Roads for Maintenance Agreement No. 12; Calendar Year 2016

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

Background

The City of Grand Island and the Nebraska Department of Roads have had an agreement for the maintenance of state highways within the City limits dating back to 1970. Maintenance responsibilities for State highways within the corporate City limits are defined by state statute.

The Nebraska Department of Roads (NDOR) is responsible for the cost of the maintenance of the highway lanes through a community and the City is responsible for the cost of the maintenance of any highway widening including parking, additional thru lanes or left turn lanes. The statutes provide that the NDOR is to reimburse the City for work the City performs on NDOR's highway lanes.

Discussion

The agreement requires the City to certify that it has completed the maintenance work required by the agreement for the 2016 calendar year.

The NDOR performs snow removal on NE Highway 2, US Highway 281, US Highway 34, and a portion of US Highway 30 from the west City limits to Johnstown Road. The City performs snow removal on US Highway 30 from Johnstown Road through town to the east City limits at Shady Bend Road. The City performs the surface maintenance on all state highways within the City limits. The net result of this exchange of services is a payment by the Nebraska Department of Roads to the City of Grand Island in the amount of \$35,672.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council pass a resolution authorizing the Mayor to sign the Certificate of Compliance.

Sample Motion

Move to approve the Certificate of Compliance for Maintenance Agreement No. 12.



CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 12
Maintenance Agreement between the Nebraska Department of Roads and the
Municipality of GRAND ISLAND
Municipal Extensions in GRAND ISLAND

We hereby certify that all roadway snow removal and/or surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer WESLEY WAHLGREN, Department of Roads, GRAND ISLAND, Nebraska.

ATTEST: _____ day of _____, _____.

City Clerk

Mayor

I hereby certify that all roadway snow removal and/or surface maintenance was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Roads

For Office Use Only

Agreement No.: _____
Pay/Bill Code: _____
Contractor No.: _____
Amount: \$ _____

DR Form 508, May 2009



Exhibit B

City of: GRAND ISLAND

Date: 11/4/15

☒ Surface Maintenance

From Exhibit "C", it is determined that the State's responsibility for surface maintenance within the City limits is 29.98 lane miles. Pursuant to Sections 1d, 8c, 8d of the Agreement and to Exhibit "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$1,900.00 per lane mile for performing the surface maintenance on those lanes listed on Exhibit "C".

Amount due the City for surface maintenance:

29.98 lane miles x \$1,900.00 per lane mile = \$56,962.00.

☒ Snow Removal

From Exhibit "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Exhibit "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$500.00 per lane mile for performing snow removal on those lanes listed on Exhibit "C".

Amount due the State for snow removal:

42.58 lane miles x \$500.00 per lane mile = \$21,290.00

☒ Other (*Explain*)

\$56,962.00 - \$21,290.00 = \$35,672.00 due the CITY

**EXHIBIT C
CITY OF GRAND ISLAND**

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

**RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS**

**NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2105**

DESCRIPTION	HWY. NO.	REF FROM	POST TO	LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
							STATE	CITY
West City Limits Jct. W/ US281	N-2	354.45	356.06	1.61	4	6.44	*3.22	*3.22
West City Limits W/ Johnstown Rd	US-30	310.04	312.47	2.43	2	4.86	*4.86	
Johnstown Rd./Greenwich St	US-30	312.47	314.85	2.38	4	9.52	**4.76	4.76
Greenwich St/end of 1-Way	EB 30	314.85	316.07	1.22	3	3.66	**2.44	1.22
Greenwich St/end of 1-way	WB 30	314.85	316.07	1.22	3	3.66		3.66
End 1-Way NE Corporate limits	US-30	316.07	317.68	1.61	4	6.44	**3.22	3.22
SW City Limits/Wildwood Dr/No. Jct. W/281/Husker Hw	US-34	228.89	231.16	2.27	4	9.08	*9.08	
US-281 Jct. 50'W of UPRR/ Leave Corp Limits	US-34	231.16	231.49	0.33	2	0.66	*0.66	
Re-enter Corp Limits-Begin Channelized Int. for Locust St	US-34	232.03	232.77	0.74	2	1.48	1.48	
Begin To End Channelized Intersection for Locust St.	US-34	232.77	233.25	0.48	4	1.92	*0.96	*0.96
End Channelized Intersection for Locust St to East City Limits	US-34	233.25	233.28	0.03	2	0.06	*0.06	
Jct. 34 /281 to Webb /281	US 281	67.45	67.94	.49	4	1.96	*1.96**	
N of Webb Rd/281 to Corp Limits								
		68.20	72.60	4.40	4	17.60	*17.60**	
TOTALS				19.21		67.34	50.30	17.04

****29.98 MILES WHERE NDOR PAYS THE CITY FOR SURFACE MAINTENANCE**

***42.58 MILES WHERE NDOR PERFORMS SNOW REMOVAL—CITY PAYS NDOR**

RESOLUTION 2016-311

WHEREAS, each year the City of Grand Island enters into a maintenance agreement with the State of Nebraska Department of Roads with respect to the maintenance of state highways within the corporate limits of Grand Island; and

WHEREAS, the City has complied with all surface maintenance work for the calendar year 2016 in accordance with the agreement; and

WHEREAS, upon receiving the City's Certificate of Compliance, the State will reimburse the City for maintenance work performed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island has complied with the terms of Maintenance Agreement No. 12 for calendar year 2016; and the Mayor is hereby authorized and directed to execute the Certificate of Compliance for such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 7, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 23, 2016	☐ City Attorney



City of Grand Island

Tuesday, December 27, 2016

Council Session

Item G-14

**#2016-312 - Approving Maintenance Agreement No. 12 Renewal
with the Nebraska Department of Roads for Calendar Year 2017**

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: December 27, 2016

Subject: Approving Maintenance Agreement No. 12 Renewal with the Nebraska Department of Roads for Calendar Year 2017

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

Background

Each year the City and the Nebraska Department of Roads enter into an agreement for the maintenance of Highways within the City Limits. The certification that calendar year 2016 work was performed by the City will be presented at tonight's City Council meeting. The agreement for 2017 has been prepared. The content and scope of the agreement is the same as that of previous years.

Discussion

The maintenance responsibilities by statute are detailed in Exhibit A of the agreement. Calculations for payments are detailed in Exhibit B. Surface maintenance and snow removal responsibilities from an operational efficiency stand point are detailed in Exhibit C. The net result of this exchange of services for 2017 will be a payment to the City of \$35,212.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council pass a resolution approving Maintenance Agreement No. 12 for calendar year 2017.

Sample Motion

Move to approve Maintenance Agreement No. 12 for calendar year 2017.

Maintenance Agreement Between
the Nebraska Department of Roads
and the Municipality of GRAND ISLAND
Municipal Extensions in GRAND ISLAND



THIS AGREEMENT, made and entered into by and between **GRAND ISLAND** hereinafter referred to as the "City"; and the State of Nebraska, Department of Roads, acting by and through its Director-State Engineer, hereinafter referred to as the "State" and this agreement is to have an effective date of January 1, 2017.

WITNESSETH:

WHEREAS, Nebraska Revised Statutes, relating to highways, set out the responsibilities of the State, counties and incorporated municipalities in the establishment of uniform standards of design, construction, operation and maintenance of said highways, and

WHEREAS, the State and the City wish to enter into an agreement relative to the maintenance of said highways, and

WHEREAS, Neb. Rev. Stat. § 39-1339, § 39-1344, § 39-1372, § 39-2105, § 60-6,120 and § 60-6,121, set out in detail the maintenance responsibilities of the State and the City; said responsibilities shall be incorporated herein by this reference. Therefore, the parties hereto understand that the maintenance responsibilities of the City and State under the above referenced laws are as set forth by Attachment "A" attached hereto.

NOW THEREFORE, in consideration of these facts the parties hereto agree as follows:

SECTION 1a: The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Metropolitan, Primary and First Class, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain

Maintenance Agreement Between
the Nebraska Department of Roads
and the Municipality of GRAND ISLAND
Municipal Extensions in GRAND ISLAND

the entire traveled portion, not including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

SECTION 1b: The State agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those portions of municipal extensions of all rural highways within municipalities of the Second Class and Villages, the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire traveled portion, including parking lanes thereon, of the municipal extension and the City shall reimburse the State as set out in Section 8a of this agreement for maintaining that portion of said municipal extension that has been designated by statute as the City's responsibility.

SECTION 1c. The City agrees to perform the maintenance on the above mentioned highways consisting of surface maintenance of those municipal extensions of all rural highways, and the State shall reimburse the City as set out in Section 8b of this agreement for the maintenance of that portion of said municipal extension that has been designated by statute as the State's responsibility. No allowance will be made for turning lanes or for lanes used on a part-time basis as parking lanes, or other auxiliary lanes within municipalities of the Metropolitan, Primary and First Class. No allowance will be made for turning lanes or other auxiliary lanes except parking lanes within municipalities of the Second Class and Villages.

SECTION 1d. Special provisions in which the State shall perform partial maintenance and the City shall perform partial maintenance on the same municipal extension(s) shall be set out by addendum, in detail in Attachment "B" attached hereto, referred to in Section 5 of this agreement. Said addendum to include specific responsibilities of the State and the City and dollar amounts allowed for performance of said work by the State and by the City.

SECTION 2. Maintenance that may be required by "Acts of God" is not covered by this agreement but shall be performed under special agreement in each specific case.

Maintenance Agreement Between
the Nebraska Department of Roads
and the Municipality of GRAND ISLAND
Municipal Extensions in GRAND ISLAND

SECTION 3. Repair or reconstruction projects beyond the scope of normal surface maintenance, which are let to contract through the State's contract letting procedure, are considered to be beyond the scope of this Agreement. Normal surface maintenance shall include, but is not limited to the following maintenance activities: Crack Seal, Joint Seal, Fog Seal, Seal Coats, Spot patching, Pothole repair, Sweeping, Surface Milling, Concrete patching, miscellaneous full-depth concrete replacement, or Preventive maintenance. In order to facilitate repair or reconstruction of projects which are beyond the scope of normal surface maintenance, the City shall submit, on an annual basis, a long-range plan (5 years) for such projects to the State. In the event the State and/or the City should desire to do such work, the parties hereto may enter into a separate agreement for the appropriate cost sharing.

SECTION 4. It is further understood that normal surface maintenance and maintenance of appurtenances by the City shall include the identifying, locating, and marking with flags of all buried municipally owned and state owned utility facilities that occupy Nebraska Department of Roads right-of-way. The above mentioned utility facilities are those that service highways referenced in this agreement and properties adjacent to the above referenced highways and will be identified, located, and marked with flags upon the request of the State or the One Call Notification Center. Identification of buried utility facilities shall follow the provisions of the One Call Notification System Act, §76-2301 through § 76-2330. (NE Rev. Stat.)

SECTION 5. Only those municipal extensions of rural highways shown on the attached list marked as Attachment "C" attached hereto, and hereby made a part of this agreement shall be covered by this agreement; however, additions and deletions may be made to Attachment "C" by mutual written agreement of the parties hereto.

SECTION 6. The above mentioned highways shall be inspected periodically, at least quarterly, by the Department's District Engineer or the District Operations and Maintenance Manager, or their authorized representatives, and by the City's Director of Public Works or his authorized representative to review the adequacy of the maintenance work which has been performed.

Maintenance Agreement Between
the Nebraska Department of Roads
and the Municipality of GRAND ISLAND
Municipal Extensions in GRAND ISLAND

SECTION 7. Materials used by the City in the performance work hereunder shall be selected by mutual agreement of the parties hereto.

SECTION 8a. If Section 1a or 1b of this agreement is incorporated herein, the City will pay to the State the sum of \$ per Attachment "B" per lane mile. The above cost figures shall include all labor, equipment, tools, materials and supplies used or furnished by the State in the performance of the work on the above mentioned highways. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

SECTION 8b. If Section 1c of this agreement is incorporated herein, the State will pay the City the sum of \$ per Attachment "B" per lane mile. The above cost figure price per lane mile shall include all labor, equipment, tools, materials and supplies used or furnished by the City in the performance of such work. Fractional miles or fractional months, if any, will be used in computing the amount payable in this agreement.

SECTION 8c. If Section 1d of this agreement is incorporated herein, the costs of partial maintenance by the State and by the City computed by fractional mile or fractional month and as set out in detail in Attachment "B", shall be offset to determine the amount, if any, to which one party or the other may be entitled after said offset.

SECTION 8d. Payment under this agreement will be made on an annual basis after December 31, as soon as possible after submission by the State to the City or the City to the State, as the case may be, of a Certificate approved by the District Engineer of the State, providing all work has been done during the period for which payment is made in full conformity with the agreement.

SECTION 9. Upon the failure of the City to perform any of the work named herein under the terms of this agreement, the Director or District Engineer of the State may, with concurrence of the City's Director of Public Works, do and perform such work or cause it to be done and performed and may retain from any monies then due to the City or thereafter becoming due, any such amount as is required for the completion of such work, provided, however, that this

Maintenance Agreement Between
the Nebraska Department of Roads
and the Municipality of GRAND ISLAND
Municipal Extensions in GRAND ISLAND

paragraph shall not be construed to relinquish any rights of action which may accrue in behalf of either party as against the other for any breach of agreement.

SECTION 10. It is further understood that all persons working on such highways are employees of the State, City or of contracted third parties. All contracts and agreements made by the City with third parties for the performance of any work to be done under this agreement shall be subject to the terms of this agreement and shall comply with all State laws and requirements relating to construction and maintenance contracts.

SECTION 11. The City agrees to keep existing and new right-of-way free of encroachments, except those authorized by permit from the City and approved by the State and Federal Highway Administration (FHWA).

SECTION 12. The City agrees to abide by the provisions of the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. § 48-1101 through § 48-1126.

SECTION 13. The parties do further agree, anything to the contrary herein notwithstanding, that the Director-State Engineer of the State of Nebraska, either in his individual or official capacity, shall not be responsible or liable in any manner to the City or to any other person or persons whatsoever for any claim, demand, action or causes of action of any kind or character arising out of or by reason of the execution of this agreement or the negligent performance and completion of the work and improvements provided for herein by the City or its agents or arising out of any contract let by the City for the performance of any of the work provided herein.

SECTION 14. The City indemnifies, saves and holds harmless the State and all of its departments, agents, and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reasons of the execution or performance of the work provided for herein by the City or its agents and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purposes of asserting any claim of whatsoever character arising hereunder as a result of work performed by the City or its agents.

Maintenance Agreement Between
the Nebraska Department of Roads
and the Municipality of GRAND ISLAND
Municipal Extensions in GRAND ISLAND

SECTION 15. This agreement shall not be construed as a relinquishment by the State of any powers or control it may have over the herein before described highways.

SECTION 16. This agreement shall terminate December 31, 2017 , except that it may be renewed for one year at a time and each January 1 thereafter for up to four additional years by written concurrence of both parties hereto. After five years, a new agreement must be executed. The lane mile payment provided in Section 8 hereof may be renegotiated to the satisfaction of both parties at any renewal date.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the City this _____ day of _____, _____.

ATTEST:

CITY OF GRAND ISLAND

City Clerk

Mayor

EXECUTED by the State this _____ day of _____, _____.

STATE OF NEBRASKA
DEPARTMENT OF ROADS

District Engineer

MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility
Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1st Class Cities	2nd Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances (including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility
Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1st Class Cities > 40,000	1st Class Cities < 40,000	2nd Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



Good Life. Great Journey.

DEPARTMENT OF ROADS

City Maintenance Agreement

Attachment B

City of: GRAND ISLAND

Date: 1/1/17

☒ Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 29.98 lane miles. Pursuant to Sections 1d, 8c, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$1,900.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

29.98 lane miles x \$1,900.00 per lane mile = \$56,962.00.

☒ Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$500.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

43.50 lane miles x \$500.00 per lane mile = \$21,750.00

☒ Other (*Explain*)

\$56,962.00 - \$21,750.00 = \$35,212.00 due the CITY.

**ATTACHMENT C
CITY OF GRAND ISLAND**

**STATE OF NEBRASKA
DEPARTMENT OF ROADS**

**RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS**

**NEB. REV. STAT. 39-1339
and NEB. REV. STAT. 39-2105**

DESCRIPTION	HWY. NO.	REF FROM	POST TO	LENGTH IN MILES	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
							STATE	CITY
West City Limits Jct. W/ US281	N-2	354.45	356.06	1.61	4	6.44	*3.22	*3.22
West City Limits W/ Johnstown Rd	US-30	310.04	312.47	2.43	2	4.86	*4.86	
Johnstown Rd./Greenwich St	US-30	312.47	314.85	2.38	4	9.52	**4.76	4.76
Greenwich St/end of 1-Way	EB 30	314.85	316.07	1.22	3	3.66	**2.44	1.22
Greenwich St/end of 1-way	WB 30	314.85	316.07	1.22	3	3.66		3.66
End 1-Way NE Corporate limits	US-30	316.07	317.68	1.61	4	6.44	**3.22	3.22
SW City Limits/Wildwood Dr/No. Jct. W/281/Husker Hw	US-34	228.89	231.16	2.27	4	9.08	*9.08	
US-281 Jct. 50'W of UPRR/ Leave Corp Limits	US-34	231.16	231.49	0.33	2	0.66	*0.66	
Re-enter Corp Limits-Begin Channelized Int. for Locust St	US-34	232.03	232.77	0.74	2	1.48	1.48	
Begin To End Channelized Intersection for Locust St.	US-34	232.77	233.25	0.48	4	1.92	*0.96	*0.96
End Channelized Intersection for Locust St to East City Limits	US-34	233.25	233.28	0.03	2	0.06	*0.06	
Jct. 34 /281 to Webb /281	US 281	67.45	67.94	.49	4	1.96	*1.96**	
N of Webb Rd/281 to Corp Limits	US 281	68.20	72.60	4.40	4	17.60	*17.60**	
Re-enter 1200' left ramp to Broadwell Ave	US 281	73.78	74.24	.46	2	.92	.92	
TOTALS				19.67		68.26	51.22	17.04

****29.98 MILES WHERE NDOR PAYS THE CITY FOR SURFACE MAINTENANCE**

***43.50 MILES WHERE NDOR PERFORMS SNOW REMOVAL—CITY PAYS NDOR**

RESOLUTION 2016-312

WHEREAS, on December 22, 1992, the City of Grand Island approved and entered into Maintenance Agreement No. 12 with the State of Nebraska Department of Roads with respect to the maintenance of state highways within the corporate limits of Grand Island; and

WHEREAS, this agreement requires annual renewal by both parties thereto; and

WHEREAS, it is in the best interest of the City of Grand Island to approve Maintenance Agreement No. 12 to be effective January 1, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Maintenance Agreement No. 12 between the City and the State of Nebraska Department of Roads for the term January 1, 2017 through December 31, 2017 is hereby approved; and 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, December 27, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 23, 2016	☐ City Attorney



City of Grand Island

Tuesday, December 27, 2016

Council Session

Item G-15

#2016-313 - Approving Certificate of Final Completion for Drywall Installation for the Fleet Services Division

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent
Meeting: December 27, 2016
Subject: Approving Certificate of Final Completion for Drywall Installation for the Fleet Services Division
Presenter(s): John Collins PE, Public Works Director

Background

On November 8, 2016, via Resolution No. 2016-273, Indoor Air Technologies, Inc. of Victor, New York was awarded a contract for Fleet Services Drywall Installation in the amount of \$26,700.00. This project allowed for placement of 5/8" drywall over the existing, with the new drywall also serving as an additional fire barrier.

Fleet Services is responsible for a 6,000 square foot repair shop space located at 1111 W. North Front St. The ceiling drywall was aged with locations that fell last year and had to be patched.

Work on the project commenced December 5, 2016 with completion established December 13, 2016.

Discussion

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. The drywall installation was completed at the total cost of \$26,700.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Certificate of Final Completion for Drywall Installation for the Fleet Services Division.

Sample Motion

Move to approve the Certificate of Final Completion for Drywall Installation for the Fleet Services Division.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Fleet Services Drywall Installation
CITY OF GRAND ISLAND, NEBRASKA
December 27, 2016

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

This is to certify that Fleet Services Drywall Installation has been fully completed by Indoor Air Technologies, Inc. of Victor, New York under the contract dated November 9, 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.

Fleet Services Drywall Installation

Description	Total
Fleet Services Drywall Installation	\$ 26,700.00

Total Costs Fleet Services Drywall Installation - \$26,700.00

I hereby recommend that the Engineer's Certificate of Final Completion for Fleet Services Drywall Installation be approved.

John Collins, PE - City Engineer/Public Works Director

Jeremy L. Jensen – Mayor

RESOLUTION 2016-313

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for Fleet Services Drywall Installation, certifying that Indoor Air Technologies, Inc. of Victor, New York, Nebraska, under contract, has completed such building improvement; and

WHEREAS, the City Engineer/Public Works Director recommends the acceptance of such work; 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 Fleet Services Drywall Installation in the total amount of \$26,700.00 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 27, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 23, 2016	☐ City Attorney



City of Grand Island

Tuesday, December 27, 2016

Council Session

Item G-16

#2016-314 - Approving Renewal of Service Agreement with Granicus, Inc. for Live Streaming/Video Archive

Staff Contact: Wendy Meyer-Schmidt, Public Information Officer

Council Agenda Memo

From: Wendy Meyer-Schmidt, Public Information Officer

Meeting: December 27, 2016

Subject: Approving Service Agreement with Granicus, Inc. for Live Streaming/Video Archive

Presenter(s): Wendy Meyer-Schmidt, Public Information Officer

Background

Grand Island Television (GITV) was started in 1993 and is a Public Educational Governmental (PEG) station. Currently through the Cable Franchise Agreement GITV broadcasts on Charter Communications channels 180 and 187. GITV can also be viewed via an over-the-air digital signal on channel 50.1

In an attempt to reach a larger audience and create a mobile alternative for residents to easily acquire City of Grand Island and community information, GITV entered into a live streaming and video archive service agreement with Granicus, Inc. in March of 2011.

Discussion

This service agreement with Granicus, Inc. will continue to provide the City with the ability to live stream GITV channel 187, maintain an online video archive library, unlimited storage space, hosting, general maintenance services, and mobile device support.

Streaming GITV gives the station the ability to reach not only people local to Grand Island and Hall County, but anyone who has an internet connection. This service gives greater viewing flexibility to the user as it can be used with all mobile devices and can be accessed any time, from any location.

The video archive gives residents the ability to search city council meetings with key words or according to agenda items as all meetings are now indexed with each specific agenda item. Monthly GITV programs and other segment highlights are also archived. Live video streaming of city council meetings and GITV programs enhances the City's transparency and improves the ability of residents to easily access local government. In addition, this continued service agreement gives residents another opportunity to engage

in city government and gain more awareness of city services, departments, and community topics.

The service agreement with Granicus, Inc. is for a term of 36 months and will automatically renew in perpetuity for terms of one year unless written notification is received in writing at least 30 days prior to the automatic renewal date.

The monthly fee for the first year of this service agreement is \$285.31 and will increase 5% from the previous managed service annual fee for each of the following years.

Alternatives

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

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

Recommendation

City Administration recommends the Council approve this continued live streaming/video archive service agreement with Granicus, Inc.

Sample Motion

Move to approve the live streaming/video archive service agreement with Granicus, Inc.

GRANICUS, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement"), dated December 27, 2016 (the "Effective Date"), is entered into between Granicus, Inc. ("Granicus"), a California Corporation, and City of Grand Island, Nebraska (the "Client"). Additional definitions of capitalized terms used herein are set forth in Section 12 hereof.

A. WHEREAS, Granicus is in the business of developing, licensing, and offering for sale various streaming media solutions specializing in Internet broadcasting, and related support services; and

B. WHEREAS, Granicus desires to provide and Client desires to (i) purchase the Granicus Solution as set forth in the Proposal, which is attached as Exhibit A, and incorporated herein by reference, (ii) continue with Client's existing solution as described in the Current Solution document, which is attached as Exhibit B, and incorporated herein by reference, (iii) engage Granicus to integrate its Granicus Software onto the Client Website, (iii) use the Granicus Software subject to the terms and conditions set forth in this Agreement, and (iv) contract with Granicus to administer the Granicus Solution through the Managed Services set forth in Exhibits A and B.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations, and warranties herein contained, the parties hereto agree as follows:

1. GRANICUS SOFTWARE AND MANAGED SERVICES.

1.1 Software and Services. Subject to the terms and conditions of this Agreement, Granicus will provide Client with the Granicus Software, and Managed Services that comprise the Granicus Solution as outlined in Exhibits A and B. Managed Services shall mean the services provided by Granicus to Client as detailed in Exhibits A and B. Managed Services Fee shall mean the monthly cost of the Managed Services, as detailed in Exhibits A and B.

2. GRANT OF LICENSE.

2.1 Ownership. Granicus, and/or its third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Granicus Software.

2.2 Use. Granicus agrees to provide Client with a revocable, non-transferable and non-exclusive license to access the Granicus Software listed in the Proposal and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, Client may use the Granicus Software to perform its own work, including Client's work with its customers/constituents. Cancellation of the Client's Managed Services will also result in the immediate termination of the Client's Software license as described in Section 2.2 hereof.

2.3 Limited Warranty; Exclusive Remedies. Subject to Sections 6.1 and 6.2 of this Agreement, Granicus warrants that the Granicus Software, as provided by Granicus, will substantially perform in accordance with the functionality and features as described in the Proposal

for as long as the Client pays for and receives Managed Services. Client's sole and exclusive remedy for any breach by Granicus of this warranty is to notify Granicus, with sufficient detail of the nonconformance, and provide Granicus with a reasonable opportunity to correct or replace the defective Granicus Software. Client agrees to comply with Granicus' reasonable instructions with respect to the alleged defective Granicus Software.

2.4 Limitations. Except for the license in Section 2.2, Granicus retains all ownership and proprietary rights in and to the Granicus Software, and Client is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus Software; (c) provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party; or (d) share, loan, or otherwise allow another Meeting Body, in or outside its jurisdiction, to use the Granicus Software, or copies thereof, except as expressly outlined in the Proposal.

3. PAYMENT OF FEES

3.1 Client agrees to pay all fees, costs and other amounts as outlined in the Proposal and Current Solutions in Exhibit A and B.

3.2 Fifty percent (50%) of all up-front fees for all products are due upon Granicus' receipt of an executed agreement or purchase order, as appropriate. The remaining fifty percent (50%) of up-front fees for each product are due upon delivery of the respective product.

3.3 Annual billing for Managed Services for associated products shall begin upon completion of delivery as defined under Section 3.4 below. Client shall be invoiced for a twelve (12) month period commencing upon delivery of the configured product(s). Thereafter, Client will be billed annually in advance. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice. Client acknowledges that products may be delivered and fully operational separate from the other purchased products.

3.4 For Granicus Hardware, delivery is complete once the Client receives Hardware components with the configured Granicus Software. For Granicus Software, delivery is complete once the Software is installed, configured, tested and deemed by Granicus to be ready for Client's use, irrespective of any training services provided to Client by Granicus. Upon Granicus Hardware and/or Software delivery, Client will have fifteen (15) days to notify Granicus of any issues or problems. If Client notifies Granicus within such fifteen (15) day period of issues or problems, Granicus will promptly work to fix those issues or problems. Granicus oftentimes sells multiple software suites in one transaction. For Clients that have purchased multiple suites, Granicus reserves the right to start invoicing on a per suite basis when considered delivered.

3.5 Granicus, Inc. shall send all invoices to both addresses below:

Name: Jeremy Watson
Title: Audio/ Visual Technician
Address: 100 E. First Street, Grand Island, NE 68801
Email: jeremyw@grand-island.com

Name: Wendy Meyer-Schmidt
Title: Public Information Officer
Address: 100 E. First Street, Grand Island, NE 68801
Email: wendym@grand-island.com

3.6 Upon each yearly anniversary during the term of this Agreement (including both the initial term and all renewal terms), the Granicus Managed Service Fees shall automatically increase from the previous Managed Service Fees by five (5) percent per annum.

3.7 Training Usage Policies. Granicus has established best practice training plans around success with Granicus services, and Clients are encouraged to take advantage of all purchased training up-front in order to achieve the maximum amount of success with their services. All purchased training must be completed within ninety (90) days of the date of the project kickoff call. Any purchased training not used during this ninety (90) day period will expire. If Client feels that it is necessary to obtain more training after the initial ninety (90) day period, Client may purchase additional training at that time.

3.8 Training Cancellation Policies. Granicus' policies on Client cancellation of scheduled trainings are as follows:

(a) Onsite Training. For any cancellations within forty-eight (48) hours of the scheduled onsite training, Granicus, at its sole discretion, may invoice the Client for one hundred (100) percent of the purchased training costs and all travel expenses, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

(b) Online Training. For any cancellations within twenty-four (24) hours of the scheduled online training, Granicus, at its sole discretion, may invoice the Client for fifty (50) percent of the purchased training costs, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

4. CONTENT PROVIDED TO GRANICUS

4.1 Responsibility for Content. The Client shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted, including, if applicable, the determination of which cameras and microphones shall be operational at any particular time and at any particular location. However, Granicus has the right (but not the obligation) to remove any Content that Granicus believes violates any applicable law or this Agreement.

4.2 Restrictions. Client shall not provide Granicus with any Content that: (i) infringes

any third party's copyright, patent, trademark, trade secret or other proprietary rights; (ii) violates any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control and e-mail/spam; (iii) is defamatory or trade libelous; (iv) is pornographic or obscene, or promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, indecent, vulgar, or otherwise objectionable or constitutes unlawful content or activity; (v) contains any viruses, or any other similar software, data, or programs that may damage, detrimentally interfere with, intercept, or expropriate any system, data, information, or property of another.

5. TRADEMARK OWNERSHIP. Granicus and Client's Trademarks are listed in the Trademark Information exhibit attached as Exhibit E.

5.1 Each Party shall retain all right, title and interest in and to their own Trademarks, including any goodwill associated therewith, subject to the limited license granted pursuant to Section 5.2 hereof. Upon any termination of this Agreement, each Party's right to use the other Party's Trademarks pursuant to this Section 5 terminates.

5.2 Each Party grants to the other a non-exclusive, non-transferable (other than as provided in Section 5 hereof), limited license to use the other Party's Trademarks as is reasonably necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other Party's Trademarks shall be subject to the prior written approval of such other Party, approval of which shall not be unreasonably withheld.

6. LIMITATION OF LIABILITY

6.1 Warranty Disclaimer. Except as expressly provided herein, Granicus' services, software and deliverables are provided "as is" and Granicus expressly disclaims any and all express or implied warranties, including but not limited to implied warranties of merchantability, and fitness for a particular purpose. Granicus does not warrant that access to or use of its software or services will be uninterrupted or error free. In the event of any interruption, Granicus' sole obligation shall be to use commercially reasonable efforts to restore access.

6.2 Limitation of Liabilities. To the maximum extent permitted by applicable law, Granicus and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data), or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Granicus' and its suppliers' and licensors' liability exceed the total amount of Managed Services Fees paid by Client under this Agreement for the six (6) month period prior to the date the claim arose, regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise)).

7. CONFIDENTIAL INFORMATION & OWNERSHIP.

7.1 Confidentiality Obligations. Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information of the other Party. The receiving party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and

proprietary information of a similar nature but not less than reasonable measures. Each party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

7.2 Exceptions. The obligations of this Section 7 shall not apply if receiving party can prove by appropriate documentation that such Confidential Information (i) was known to the receiving party as shown by the receiving party's files at the time of disclosure thereof, (ii) was already in the public domain at the time of the disclosure thereof, (iii) entered the public domain through no action of the receiving party subsequent to the time of the disclosure thereof, or (iv) is required by law or government order to be disclosed by the receiving party, provided that the receiving party shall (i) if permitted by applicable law, notify the disclosing party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

8. TERM

8.1 The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for thirty-six (36) months after the date hereof. This Agreement shall automatically renew in perpetuity for terms of one (1) year each, unless either party notifies the other in writing at least thirty (30) days prior to such automatic renewal that the party does not wish to renew this Agreement.

8.2 Rights Upon Termination. Upon any expiration or termination of this Agreement, and unless otherwise expressly provided in an exhibit to this Agreement:

(a) Client's right to access or use the Granicus Solution, including Granicus Software, terminates and Granicus has no further obligation to provide any services;

(b) Client shall immediately return the Granicus Software and all copies thereof to Granicus, and within thirty (30) days of termination, Client shall deliver a written certification to Granicus certifying that it no longer has custody of any copies of the Granicus Software.

(c) Client shall refer to Exhibit F for the four (4) termination/expiration options available regarding Content.

8.3 Obligations Upon Termination. Upon any termination of this Agreement,

(a) the parties shall remain responsible for any payments that have become due and owing up to the effective date of termination;

(b) the provisions of 2.1, 2.4, 3, 4, 5, 6, 7, 8.2, 11, and 12 of the Agreement, and applicable provisions of the exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;

(c) pursuant to the termination or expiration options regarding Content as set forth on Exhibit F, Granicus shall allow the Client limited access to the Client's Content,

including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. The Client shall also have the option to order hard copies of the Content in the form of compact discs or other equivalent format; and

(d) Granicus has the right to delete Content within sixty (60) days of the expiration or termination of this Agreement.

9. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT.

9.1 Granicus' Options. If the Granicus Software becomes, or in Granicus' opinion is likely to become, the subject of an infringement claim, Granicus may, at its option and sole discretion, (i) obtain for Client the right to continue to use the Granicus Software as provided in this Agreement; (ii) replace the Granicus Software with another software product that provides similar functionality; or (iii) if Granicus determines that neither of the foregoing options are reasonably available, Granicus may terminate this Agreement and refund any prepaid fees to Client for which it has not received the services.

10. INTERLOCAL AGREEMENT.

10.1 This Agreement may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other signed writing setting forth all of the terms and conditions for such use, including the products and services and fees applicable thereto. Any such usage by other entities must be in accordance with the City Code, Charter and/or procurement rules and regulations of the respective governmental entity.

11. MISCELLANEOUS.

11.1 Amendment and Waiver. This Agreement may be amended, modified, waived or canceled only in writing signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. Any failure by either party to strictly enforce any provision of this Agreement will not be a waiver of that provision or any further default.

11.2 Governing Law. The laws of the State of Nebraska shall govern the validity, construction, and performance of this Agreement, without regard to its conflict of law principles.

11.3 Construction and Severability. Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is held illegal or unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions continue in full force and effect.

11.4 Independent Contractors. The parties are independent contractors, and no other relationship is intended by this Agreement.

11.5 Force Majeure. Other than payment obligations, neither party is responsible for any delay or failure in performance if caused by any event outside the reasonable control of the party, including without limitation acts of God, government regulations, shortage of supplies, act of war, act of terrorism, earthquake, or electrical, internet or telecommunications outage.

11.6 Closed Captioning Services. Client and Granicus may agree that a third party will provide closed captioning or transcription services under this Agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee

of Granicus. Granicus is not liable for acts performed by such independent third party.

12. DEFINITIONS. In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

12.1 “Confidential Information” shall mean all proprietary or confidential information disclosed or made available by either party pursuant to this Agreement, directly or indirectly, in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection), that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to the terms and conditions of this Agreement, and all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material); provided, however, that Confidential Information shall not include the Content that is to be published on the Client Website.

12.2 “Content” shall mean any and all, documents, graphics, video, audio, images, sounds and other content that is streamed or otherwise transmitted or provided by, or on behalf of, the Client to Granicus.

12.3 “Client Website” shall mean the Client's existing websites.

12.4 “Granicus Application Programmatic Interface” shall mean the Granicus interface which is used to add, update, extract, or delete information in MediaManager.

12.5 “Granicus Solution” shall mean the Solution detailed in the Proposal, which may include Granicus Software, Installation and Training, Managed Services, and Hardware, as specified in Exhibit A.

12.6 “Granicus Software” shall mean all software included with the Granicus Solution as specified in the attached Proposal that may include but is not limited to: MediaManager™ (includes Uploader, Software Development Kit, and Podcasting Services), MinutesMaker™ (includes LiveManager), MobileEncoder™, VotingSystem™ (includes Public Vote Display).

12.7 “Hardware” shall mean the equipment components of the Granicus Solution, as listed in Exhibit A.

12.8 “Managed Services” shall mean the services provided by Granicus to Client for bandwidth usage associated with live and archived Internet streaming, data storage, and Granicus Solution maintenance, upgrades, parts, customer support services, and system monitoring, as detailed in the Proposal attached as Exhibit A.

12.9 “Managed Services Fee” shall mean the monthly cost of the Managed Services, as specified in Exhibit A.

12.10 “Meeting Body” shall mean a unique board, commission, agency, or council body comprised of appointed or elected officials that meet in a public capacity with the objective of performing decisions through a democratic voting process (typically following Robert’s Rules of Order). Two or more Meeting Bodies may be comprised of some or all of the same members or officials but may still be considered separate and unique Meeting Bodies at Granicus’ sole discretion. For example, committees, subcommittees, city councils, planning commissions, parks and recreation

departments, boards of supervisors, school boards/districts, and redevelopment agencies may be considered separate and unique individual Meeting Bodies at Granicus' sole discretion.

12.11 "Proposal" shall mean the document where the Granicus Solution that is the object of this Agreement is described along with pricing and training information.

12.12 "Representatives" shall mean the officers, directors, employees, agents, attorneys, accountants, financial advisors and other representatives of a party.

12.13 "Trademarks" shall mean all trademarks, trade names and logos of Granicus and Client that are listed on Exhibit E attached hereto, and any other trademarks, trade names and logos that Granicus or Client may specify in writing to the other party from time to time.

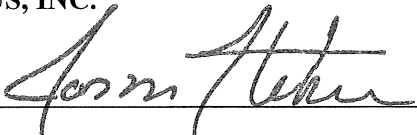
This Agreement consists of this Agreement as well as the following exhibits, which are incorporated herein by reference as indicated:

Exhibit A:	Proposal
Exhibit B:	Current Solution
Exhibit C:	Support Information
Exhibit D:	Hardware Exhibit
Exhibit E:	Trademark Information
Exhibit F:	Termination or Expiration Options Regarding Content
Exhibit G:	Service Level Agreement

The remainder of the page intentionally left blank.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives,

GRANICUS, INC.

By: 

Jason Fletcher

Its: Chief Executive Officer

Address:

707 17th Street, Suite 4000

Denver, CO 80202

The City of Grand Island, Nebraska

By: _____

Name: Jeremy Jensen

Its: Mayor

Address: Grand Island City Hall
100 E. First Street
Grand Island, NE 68801

Date: _____

EXHIBIT A

PROPOSAL

Note: Additional information regarding any upgrades or additions to the services provided will be included in this exhibit.

[The remainder of this page is left blank intentionally.]

EXHIBIT B

CURRENT SOLUTION

The current Granicus solutions used by CLIENT include:

- Open Platform
- SDI Encoder Upgrade

CLIENT pays the following monthly managed service fee:

\$285.31/month

[The remainder of this page is left blank intentionally.]

EXHIBIT C

SUPPORT INFORMATION

1. Contact Information. The support staff at Granicus may be contacted by the Client at its mailing address, general and support-only telephone numbers, and via e-mail or the Internet.

(a) Mailing Address. Mail may be sent to the support staff at Granicus headquarters, located at 707 17th Street, Suite 4000, Denver, CO 80202.

(b) Telephone Numbers. Office staff may be reached from 6:00 AM to 6:00 PM Mountain time at (415) 357-3618 or toll-free at (877) 889-5495. The technical support staff may be reached at (415) 357-3618 opt 1.

(c) Internet and E-mail Contact Information. The website for Granicus is <http://www.granicus.com>. E-mail may be sent to the support staff at customercare@granicus.com.

2. Support Policy. When Granicus receives notification of an issue from Client, Granicus, Inc. customer advocate or technical support engineer will respond with notice that they will be actively working to resolve the issue. Granicus, Inc. will make a good faith effort to give an assessment of the issue and an estimated time for resolution. Notification shall be the documented time that the Client either calls or e-mails Granicus, Inc. to notify them of an issue or the documented time that Granicus, Inc. notifies Client there is an issue. Granicus reserves the right to modify its support and maintenance policies, as applicable to its customers and licensees generally, from time to time, upon reasonable notice.

3. Scheduled Maintenance. Scheduled maintenance of the Granicus Solution will not be counted as downtime. Granicus will clearly post that the site is down for maintenance and the expected duration of the maintenance. Granicus will provide the Client with at least three (3) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the Client will be provided as much advance notice, if any, as possible under the circumstances.

4. Software Enhancements or Modifications. The Client may, from time to time, request that Granicus incorporate certain features, enhancements or modifications ("Modifications") into the licensed Granicus Software. Subject to the terms and conditions to this exhibit and the Agreement, Granicus and Client will use commercially reasonable efforts to enter into a written scope of work ("SOW") setting forth the Modifications to be done, the timeline to perform the work and the fees and costs to be paid by Client for the work.

4.1 Documentation. The SOW will include a detailed requirements and detailed design document illustrating the complete financial terms that govern the SOW, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such Modifications shall become part of the licensed Granicus Software.

4.2 Acceptance. Client understands that all work contemplated by this exhibit is on a "time-and-materials" basis unless otherwise stated in the SOW. Delivery of the software containing the Modifications shall be complete once such software is delivered and deemed by Granicus to be ready for Client's use. Client will have fifteen (15) days after delivery of the Modifications to notify Granicus

of any issues or problems. If Client notifies Granicus within such fifteen (15) day period of issues or problems, Granicus will promptly work to fix those issues or problems.

4.3 Title to Modifications. All such Modifications shall be the sole property of the Granicus.

5. Limitation of Liability; Exclusive Remedy. IN THE EVENT OF ANY INTERRUPTION, GRANICUS' SOLE OBLIGATION, AND CLIENT'S EXCLUSIVE REMEDY, SHALL BE FOR GRANICUS TO USE COMMERCIALY REASONABLE EFFORTS TO RESTORE ACCESS AS SOON AS REASONABLY POSSIBLE.

EXHIBIT D

HARDWARE EXHIBIT

THIS HARDWARE EXHIBIT is entered into by Granicus and Client, as an attachment to the Agreement between Granicus and Client, for the Hardware components of the Granicus Solution (the "Hardware") provided by Granicus to Client. This exhibit is an additional part of the Agreement and is incorporated therein by reference. Capitalized terms used but not defined in this exhibit have the meanings given in the Agreement.

1. Price. The price for the Hardware shall be the price specified in the Proposal.
2. Delivery. Any scheduled ship date quoted is approximate and not the essence of this exhibit. Granicus will select the shipment method unless otherwise mutually agreed in writing. Granicus retains title to and ownership of all Granicus Software installed by Granicus on the Hardware, notwithstanding the use of the term "sale" or "purchase."
3. Acceptance. Use of the Hardware by Client, its agents, employees or licensees, or the failure by Client to reject the Hardware within fifteen (15) days following delivery of the Hardware, constitutes Client's acceptance. Client may only reject the Hardware if the Hardware does not conform to the applicable written specifications.
4. Service Response Time. For hardware issues requiring replacement, Granicus shall respond to the request made by the Client within twenty-four (24) hours. Hardware service repair or replacement will occur within seventy-two (72) hours of determination of a hardware issue, not including the time it takes for the part to ship and travel to the Client. The Client shall grant Granicus, or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus will keep the Client informed regarding the timeframe and progress of the repairs or replacement. Once the Hardware is received Client's responsibilities will include:
 - a. Mount server on client rack (if applicable)
 - b. Connecting original network cables.
 - c. Connecting original audio and video cables (if applicable).
5. LIMITATION OF LIABILITY. GRANICUS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS EXHIBIT INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT WILL GRANICUS' LIABILITY TO CLIENT ARISING OUT OF OR RELATING TO THIS EXHIBIT EXCEED THE AMOUNT OF THE PRICE PAID TO GRANICUS BY CLIENT FOR THE HARDWARE.
6. Hardware. In the event of malfunction for Hardware provided by Granicus, Hardware will be repaired or replaced as per the warranty, and as detailed in this Exhibit. Granicus provides the above-mentioned services under Client's acknowledgment that all Granicus tools, and systems will be installed by the manufacturer chosen by Granicus within the Hardware, provided to the client. These software tools have been qualified by Granicus to allow the highest level of service for the client. While it is Granicus' intention to provide all Clients with the same level of customer care and warranty, should the Client decline these recommended tools, certain levels of service and warranty may not guaranteed.

7. Remote Accessibility. Granicus leverages remote access tools such as Logmein for installation and ongoing maintenance of Granicus software. These tools are designed to provide Granicus technicians with necessary information to diagnose and resolve software problems. Should the Client decide to decline these remote tools, Granicus cannot guarantee optimal level of service due to limited access to Granicus Hardware. Client understand that should they decide to use internal methods of access, such as VPN, Client may need to assist Granicus technicians for remote accessibility during business hours as well as after hours in the event Granicus technicians are unable to access remote Granicus systems.

8. Purchased Hardware Warranty. For Hardware purchased from Granicus by Client, Granicus will provide to Client a three (3) year warranty with respect to the Hardware. Within the three (3) year warranty period, Granicus shall repair or replace any Hardware provided directly from Granicus that fails to function properly due to normal wear and tear, defective workmanship, or defective materials. Hardware warranty shall commence on the Effective Date of the Agreement.

9. Use of Non-Approved Hardware. The Granicus platform is designed and rigorously tested based on Granicus-approved Hardware. In order to provide the highest level of support, Granicus requires the use of Granicus-approved Hardware in your solution. While it is Granicus' intention to provide all clients with the same level of customer care and continuous software upgrades, Granicus does not make any guarantees or warranties whatsoever in the event Client uses non-approved hardware.

10. Client Changes to Hardware Prohibited. Client shall not install any software or software components that have not been agreed upon in advance between Client and Granicus technical staff. While it is Granicus' intention to provide all clients with the same level of customer care, Granicus does not make any guarantees or warranties whatsoever regarding the Hardware in the event Client violates this provision.

EXHIBIT E

TRADEMARK INFORMATION

Granicus Registered Trademarks ® Include:



Granicus logo as a mark

Granicus®

Legistar®

MediaVault®

MinutesMaker®

Mobile Encoder®

Outcast Encoder®

StreamReplicator®

Granicus Trademark Names ™ Include:

CivicIdeas™

iLegislate™

InSite™

Integrated Public Record™

Intelligent Routing™

LinkedMinutes™

LiveManager™

MediaCenter™

MediaManager™

MediaVault™

MeetingMember™

MeetingServer™

Simulcast Encoder™

VoteCast™

VoteCast™ Classic

VoteCast™ Touch

For an updated list of Granicus registered trademarks, trademarks and servicemarks, please visit:
<http://www.granicus.com/help/legal/copyright-and-trademark/>.

Client Trademarks

EXHIBIT F

TERMINATION OR EXPIRATION OPTIONS REGARDING CONTENT

In case of termination or expiration of the Agreement, Granicus and the Client shall work together to provide the Client with a copy of its Content. The Client shall have the option to choose one (1) of the following methods to obtain a copy of its Content:

- Option 1: Video/Audio files made available through an external hard drive or FTP site in its raw non-proprietary format. A CSV file will be included providing file name mapping and date. This option shall be provided to Client at Granicus' actual cost, which shall not be unreasonable.
- Option 2: Provide the Content via download from the application UI. This option shall be provided free of charge and is available anytime.
- Option 3: Provide the means to pull the content using the Granicus Application Programming Interface (API). This option is provided free of charge and is available at anytime.
- Option 4: Professional services can be contracted for a fee to customize the retrieval of content from the system.

The Client and Granicus shall work together and make their best efforts to transfer the Content within the sixty (60) day termination period. Granicus has the right to delete Content from its services after sixty (60) days, or whenever transfer of content is completed, whichever is later.

EXHIBIT G

GRANICUS, INC. SERVICE LEVEL AGREEMENT

1.1 Up-Time Guarantee. Granicus, Inc. represents and warrants a 99.9% up-time guarantee per month for its hosted services. Granicus, Inc. will provide notification of any system-wide outages within one hour from the time the issue is first recognized by our operations team. Notifications will be posted on status.granicusops.com. Email notifications can be subscribed to from that page.

1.2 Contacting Granicus. The Customer Care staff at Granicus, Inc. may be contacted by the customer via Internet, email, or telephone.

Contact Information

Online (recommended in most cases)	www.granicus.com/createacase
Email (recommended if you do not have Internet access)	customercare@granicus.com
Phone (recommended for urgent issues)	(877) 889-5495 ext.1

Support Hours (Mountain Time)

Coverage	Hours	Days
Regular Hours	6:00AM – 6:00 PM	Monday - Friday
Urgent After Hours	6:00 PM – 11:00 PM	Monday - Friday
Emergency On Call	6:00 AM – 6:00 PM	Saturday and Sunday

1.3 Maintenance Services/Response Times. Granicus, Inc. maintenance services and response times will be in accord with the levels and response times set forth below:

- (a) Level 1: Emergency. No parts of the Granicus Suite are functional for the customer, and workflow is severely impacted.

Granicus, Inc. will respond to all Level 1 problems within one (1) hour of notification by the customer of occurrence.

- (b) Level 2: Severely Impaired. One or multiple components of the customer's Granicus Solution are not functioning as intended and customer is not able to complete their workflow in any capacity.

Granicus, Inc. will respond to all Level 2 problems within four (4) hours of notification by the customer of occurrence.

- (c) Level 3: Impaired. One or more components of the Granicus Suite is not functioning as intended, or the customer is unable to complete their workflow in a timely manner. Typically, this includes video files not uploading, document template configuration changes, and other time-sensitive issues.

Granicus, Inc. will respond to all Level 3 problems within one (1) business day of notification by the customer of occurrence.

- (d) Level 4: General. Cases that are non-urgent in nature. Customer can perform the necessary duties they need with their suite of Granicus products.

Granicus, Inc. will respond to all Level 4 problems within three (3) business days of notification by the customer of occurrence.

A response by Granicus, Inc. means that a Granicus, Inc. Customer Care engineer will respond directly to the customer via phone or e-mail with an assessment of the issue. Notification shall be the documented time that the customer either calls or e-mails Granicus, Inc. to notify them of an issue or the documented time that Granicus, Inc. notifies the customer there is an issue.

- 1.4 Hardware Replacement. For hardware issues requiring replacement, Granicus, Inc. shall respond to the request made by the customer within 1 business day. Hardware service repair or replacement will occur within 4 business days of the request by the customer, not including the time it takes for the part to ship and travel to the customer. The customer shall grant Granicus, Inc. or its representatives access to the equipment for the purpose of repair or replacement at reasonable times. Granicus, Inc. will keep the customer informed regarding the time frame and progress of the repairs or replacements.

1.5 Scheduled Maintenance. Scheduled maintenance of the Granicus Solution will not be counted as downtime, and will only take place between 9:00 PM and 2:00 AM Mountain time on Fridays. The reason for this maintenance window is it allows Granicus staff to continue to monitor and test the production system through the weekend, helping ensure a smooth maintenance deployment. Granicus, Inc. will provide the customer with at least two (2) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the customer will be provided as much advance notice as possible. Granicus, Inc. will clearly post that the site is down for maintenance and the expected duration of the maintenance. Notifications will be posted on status.granicusops.com and can be subscribed to from that page.

R E S O L U T I O N 2016-314

WHEREAS, the City of Grand Island broadcasts city council meetings live and produces several recurring educational and informational segments, which residents can watch on Charter Communication channels 180 and 187, inclusive of 50.1 digital over-the-air; and

WHEREAS, live and on demand video streaming of city council meetings and GTIV programming will continue to offer residents several options to easily acquire and access City of Grand Island and community information: and

WHEREAS, the services provided by Granicus, Inc. will continue to improve accessibility, transparency, and will be responsive to the on-going needs of residents; and

WHEREAS, the term of the agreement is thirty-six (36) months and shall automatically increase from the current monthly managed service fees, \$285.31, by five (5) percent per annually.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the service agreement between the City of Grand Island and Granicus, Inc. is approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 27, 2016.

Jeremy L. Jenson, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 23, 2016	☐ City Attorney



City of Grand Island

Tuesday, December 27, 2016

Council Session

Item G-17

#2016-315 – Approving Change Order No. 1 for the Veteran’s Athletic Soccer Field Bathroom/Concession Building

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: December 27, 2016

Subject: Approve Change Order No. 1; to Mid Plains Construction Co. of Grand Island, Nebraska for Furnishing and Installation of a New Restroom/Concession Building at the Veteran's Athletic Soccer Field

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

On December 13, 2016 City Council approved, by Resolution 2016-306, the bid award to Mid Plains Construction Co. to build a new restroom/concession building at the Veterans Athletic soccer field in the amount of \$239,750.00.

Discussion

Mid Plains Construction has recommended a process to remove frost and begin construction immediately. By removing the frost Mid Plains Construction is confident that the new facility can be ready for the spring soccer season. The additional cost of removing frost is \$4,363.00.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council approve Veterans Restroom/Concession Construction Change Order No. 1 in the amount of \$4,363.00. Doing so will increase the total amount of the contract with Mid Plains Construction to \$244,113.

Sample Motion

Move to approve Change Order No. 1 to Mid Plains Construction of Grand Island, Nebraska for the construction of a new restroom/concession building.



Working Together for a
Better Tomorrow, Today.

CHANGE ORDER #1

TO: Mid Plains Construction Co.
1319 W North Front St
Grand Island, NE 68801

PROJECT: Furnishing and Installation of New Restroom/Concession Building for the Veteran's Athletic Soccer Field

You are hereby directed to make the following change in your contract.

1. Removing frost from ground to begin construction increase \$4,363.00

The original Contract Sum \$ 239,750.00

Previous Change Order Amount \$ 0.00

The Contract Sum is increased by this Change Order \$ 4,363.00

The total modified Contract Sum to date \$244,113.00

The Contract Time is unchanged.

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described herein. Additional claims will not be considered.

APPROVED: CITY OF GRAND ISLAND

By _____ Date _____
Mayor

Attest _____
Approved as to Form, City Attorney

ACCEPTED: Mid Plains Construction Co.

By _____ Date 12-22-16

City Hall • 100 East First Street • Box 1968 • Grand Island, Nebraska 68802-1968
(308) 385-5444 ext. 290 • Fax: 385-5488

RESOLUTION 2016-315

WHEREAS, on December 13, 2016 by Resolution 2016-306, the City Council of the City of Grand Island awarded Mid Plains Construction Co. of Grand Island, Nebraska, the bid in the amount of \$239,750.00, for the Furnishing and Installation of a New Restroom/Concession Building at the Veteran's Athletic Soccer Field; and

WHEREAS, it has been determined if frost can be removed from the ground construction can begin immediately; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will increase the contract amount by \$4,363.00 for a revised contract price of \$244,113.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Mid Plains Construction Co. from Grand Island, Nebraska to provide the modifications set out as follows:

Removing frost from the ground to begin construction.....\$4,363.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 27, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 23, 2016	☐ City Attorney



City of Grand Island

Tuesday, December 27, 2016

Council Session

Item H-1

Consideration of Approving a Request from Viaero Wireless for a Conditional Use Permit to allow for a 55' Telecommunication Tower located at 2485 N. Diers Avenue

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, December 27, 2016

Council Session

Item H-2

**Consideration of Forwarding Blighted and Substandard Area #21
(Craig and Lesa Dixon) to the Hall County Regional Planning
Commission**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: December 27, 2016

Subject: Proposed Blighted and Substandard Area #21

Presenter(s): Chad Nabity, Director Grand Island CRA

Background

Enclosed you will find a copy of a Substandard and Blight Study as prepared for Craig and Lesa Dixon by Marvin Planning Consultants. This study is for approximately 35.62 acres of property in central Grand Island located along U.S. Highway 30, east of Stuhr Road. The study as prepared and submitted indicates that this property could be considered blighted and substandard. The full study is attached for your review and consideration.

Mr. and Mrs. Dixon have submitted this study for the review and consideration of the Grand Island City Council as permitted by Nebraska law. They own Dixon Trucking and property in this area and would proceed with further development of the property and expansion of their company at this location if the area can be declared blighted and substandard. The decision on whether to declare an area blighted and substandard is entirely within the jurisdiction of the City Council with a recommendation from the Planning Commission.

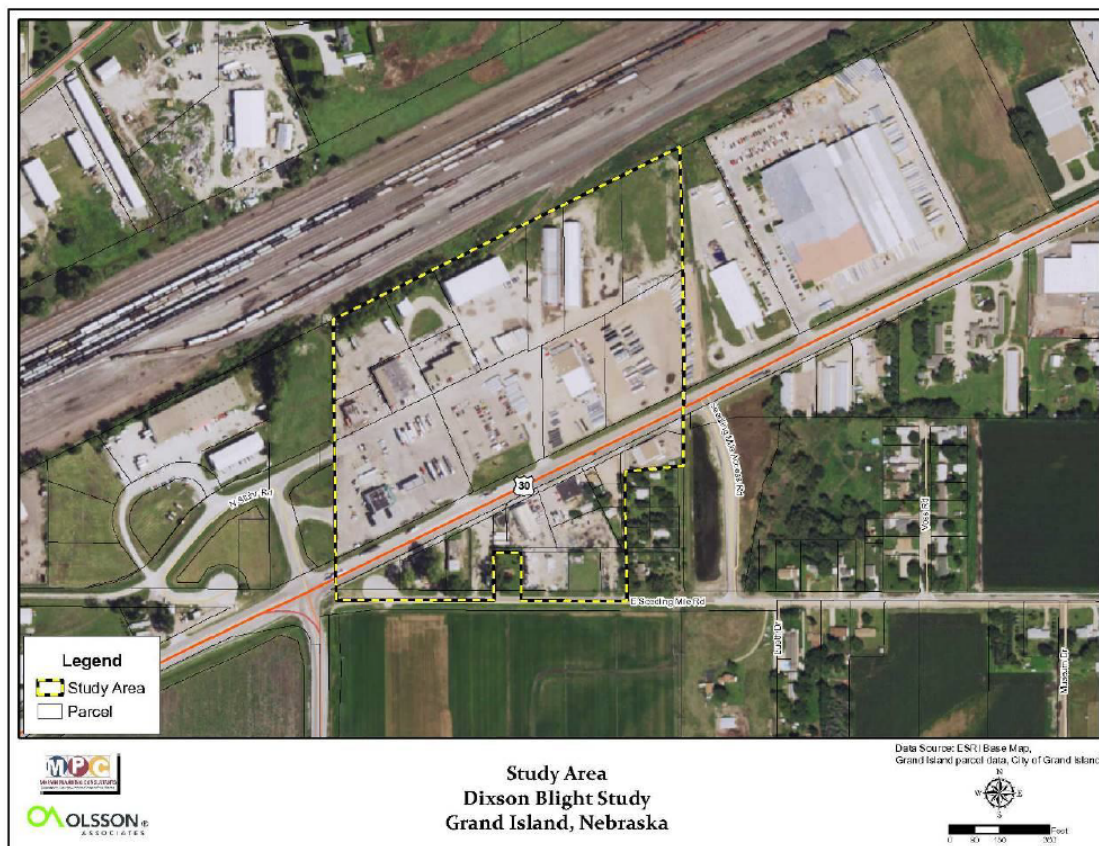
The question before Council will be whether to send the study to the Planning Commission for their review and feedback. If the item is not sent to the Planning Commission, the Council cannot declare the area blighted and substandard. Planning Commission will meet February 1, and would have a recommendation ready following that meeting.

Once an area has been declared blighted and substandard, the CRA can accept redevelopment proposals for the area that might, or might not, include an application for Tax Increment Financing. Should this be approved, you can anticipate that the Dixons will submit an application for TIF to assist with the costs associated with fully developing this property.

Discussion

The action item tonight relates to the study for proposed CRA Area No. 21 in central Grand Island as shown below. The study was prepared for 35.62 acres, of all of which are in the Grand Island City Limits.

Figure 1
Study Area Map



Source: Marvin Planning Consultants 2016

Jerry Janulewicz City Attorney has reviewed the Nebraska Statutes and case law pertaining to the declaration of property as blighted and substandard. His comments on this application are as follows:

The statutes which provide for the creation of a redevelopment area or redevelopment project within a redevelopment area require the following procedure:

- A request is made to the city council to declare an area to be substandard and blighted and in need of development for purposes of enabling the creation of a redevelopment area or a redevelopment project within a redevelopment area.
- The city council submits the question of whether an area is substandard and blighted to the planning commission for its review and recommendation prior to making its declaration that an area is substandard and blighted.

- The planning commission must submit its written recommendations within thirty days after receipt of the request.
- Upon receipt of the recommendations from the planning commission or after thirty days if no recommendation is received, the city council may make its findings and declaration with respect to the property within an area.
- Unless the city council of the city in which such area is located has, by resolution adopted after a public hearing with notice, declared such area to be a substandard and blighted area in need of redevelopment, the Community Redevelopment Agency cannot prepare a redevelopment plan for a redevelopment project area.
- Following a declaration that an area is substandard and blighted, the Community Redevelopment Agency is authorized to prepare or cause to be prepared and recommend redevelopment plans to the governing body of the city and to undertake and carry out redevelopment projects within its area of operation and may enter into contracts with redevelopers of property containing covenants, restrictions, and conditions regarding the use of such property for residential, commercial, industrial, or recreational purposes or for public purposes in accordance with the redevelopment plan and such other covenants, restrictions, and conditions as the authority may deem necessary to prevent a recurrence of substandard and blighted areas or to effectuate the purposes of the Community Development Law, and to provide grants, loans, or other means of financing to public or private parties in order to accomplish the rehabilitation or redevelopment in accordance with a redevelopment plan. Within the area of operation of the Community Redevelopment Authority, the authority may exercise its statutory powers with respect to the redevelopment project.

Neb. Rev. Stat. §§ 18-2107; 18-2109.

As stated in Fitzke v. City of Hastings, 582 N.W.2d 301 (Neb. 1998):

A CRA is not authorized to prepare a redevelopment plan for a redevelopment project area unless the governing body of the city first enacts a resolution declaring such area to be “a substandard or blighted area in need of redevelopment.” § 18–2109. After such a declaration has been made and a redevelopment plan has been prepared and approved, a CRA is authorized to enter into contracts with redevelopers of property containing covenants, restrictions, and conditions regarding the use of such property for residential, commercial, industrial, or recreational purposes or for public purposes in accordance with the redevelopment plan and such other covenants, restrictions, and conditions as the [CRA] may deem necessary to prevent a recurrence of substandard or blighted areas ... and to provide grants, loans, or other means of financing to public or private parties in order to accomplish the rehabilitation or redevelopment in accordance with a redevelopment plan. § 18–2107(4). The CRA may utilize tax increment financing to pay for redevelopment projects undertaken pursuant to the CDL. § 18–2124.

“Under this statutory scheme, a private development project would be eligible for tax increment financing only if it is included within an area which has previously been declared blighted or substandard and is in furtherance of an existing redevelopment plan for that area. The declaration of property as blighted or substandard is not simply a formality which must be met in order to

assist a private developer with tax increment financing; it is the recognition of a specific public purpose which justifies the expenditure of public funds for redevelopment.” *Fitzke, id.*, citing *Monarch Chemical Works, Inc. v. City of Omaha*, 203 Neb. 33, 277 N.W.2d 423 (1979). The legislative intent underlying the Community Development Law is the elimination of blighted and substandard areas and to prevent the reoccurrence of blight through a cooperative effort of the public and private sectors, not to aid private developers. *Fitzke, id.*

At this point, Council is only making a decision about whether to forward the study to the Planning Commission for their recommendation or not. According to NRSS §18-2109, it is clear that the Planning Commission must have the opportunity to review the Blight Study prior to Council declaring the property substandard and blighted. If Council wishes to consider a declaration of substandard and blight, State Statute requires that the question of whether an area is substandard and blighted is submitted to the Planning Commission for its review and recommendation.

The Planning Commission recommendation should be done at the first available opportunity, as the Planning Commission has 30 days to respond to Council’s request for a recommendation.

Blighted Area of the Community

The city of Grand Island, as a City of the First Class, is permitted to designate an area of up to 35% of the municipal limits as blighted and substandard. As of December 1, 2016, 19.80% of the City has been declared blighted and substandard. Area 21 would add another 0.19% bringing the total area declared to 19.98%. The CRA commissioned a study of the Veteran’s Home property (Proposed Area 16) that covered 530 acres and would, if approved, add 2.76% to the total area declared blighted and substandard. If both areas were to be approved and there are no changes in the city limits or areas declared blighted and substandard, 22.75% of the city would be declared blighted and substandard.

It does not appear that the declaration of Area 21 would significantly impact the City’s ability to declare other areas blighted and substandard.

Alternatives

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

1. Move to forward the Study to the Planning Commission for its recommendation.
2. Move to not forward the Study to the Planning Commission for its recommendation.
3. Refer the issue to a committee.
4. Postpone the issue to future date.
5. Take no action on the issue.

Recommendation

City Administration recommends that the Council move to forward the Study to the Planning Commission if Council wishes to consider the use of Tax Increment Financing as a redevelopment tool for this property.

Sample Motion

Move to adopt resolution to forward the Study to the Planning Commission for their review and recommendation.



Grand Island, Nebraska Blight and Substandard Study - Area 21



PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY

The purpose of completing this Blight and Substandard study is to examine existing conditions within a specific part of Grand Island. This study has been commissioned by the CIK Investments in order to analyze the possibility of declaring the area as blighted and substandard.

The City of Grand Island, when considering conditions of Blight and Substandard, will be looking at those issues and definitions provided for in the Nebraska Community Redevelopment Law as found in Chapter 18, Section 2104 of the Revised Nebraska State Statutes, as follows:

"The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of Sections 18-2101 to 18-2144, shall afford maximum opportunity, consistent with sound needs of the city as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under sections 18-2101 to 18-2144, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements".

The Nebraska Revised Statutes §18-2105 continues by granting authority to the governing body for formulation of a workable program. The statute reads,

"The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof."

Blight and Substandard are defined as the following:

"Substandard areas means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;"

"Blighted area means an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which

endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a shall not designate an area larger than one hundred percent of the as blighted;"

This Blight and Substandard Study is intended to give the Grand Island Community Redevelopment Authority, Hall County Regional Planning Commission and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions existing within the City's jurisdiction. Through this process, the City and property owners will be attempting to address economic and/or social liabilities which are harmful to the well-being of the entire community.

The study area can be seen in Figure 1 of this report. A Redevelopment Plan to be submitted in the future will contain, in accordance with the law, definite local objectives regarding appropriate land uses, improved traffic, public transportation, public utilities and other public improvements, and the proposed land uses and building requirements in the redevelopment area and shall include:

- The boundaries defining the blighted and substandard areas in question (including existing uses and conditions of the property within the area), and
- A list of the conditions present which qualify the area as blighted and substandard.

BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY

This study targets a specific area within an established part of the community for evaluation. The area is indicated in Figure 1 of this report. The existing uses in this area includes several industrial uses, commercial uses and a limited number of residential uses within the corporate limits of Grand Island.

Through the redevelopment process the City of Grand Island can guide future development and redevelopment throughout the area. The use of the Community Redevelopment Act by the City of Grand Island is intended to redevelop and improve the area. Using the Community Redevelopment Act, the City of Grand Island can assist in the elimination of negative conditions and implement different programs/projects identified for the City.

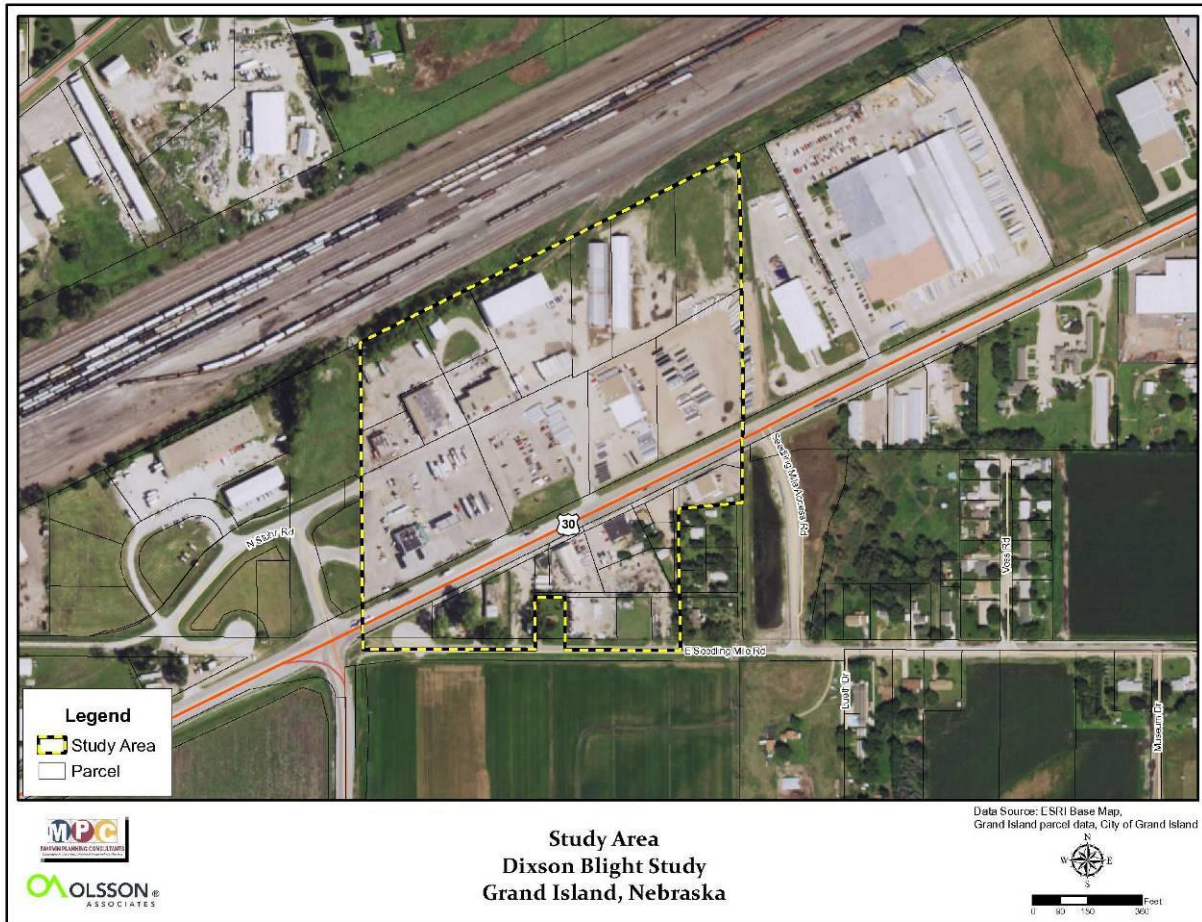
The following is the description of the designated area within Grand Island.

Study Area

The Study consists of area described as follows: The Point of Beginning is the NW corner of a lot described as Bosselman Brothers Second Sub Lot 2; thence, northeasterly along the north property line of said lot and continuing northeasterly to the NE corner of a lot described as Bosselman Brothers Sub Lot 5; thence, southerly along the east property line of said lot and continuing southerly along the eastern property lines of properties until intersecting with the southeast corner of Lot A Stehr's Sub Lot 10; thence westerly along the south lot line of said lot to the southwest corner of said lot; thence, southerly along the west property line of Lot E of Stehr's Sub Lot 10 and continuing southerly along west property lines to the centerline of E. Seedling Mile Road; thence, westerly along said centerline to the extended east property line of Lot 3 Stehr's

Subdivision; thence, northerly along said east property line to the northeast corner of said corner; thence, westerly along the north property to the northwest corner of said lot; thence, southerly along the west property line to the centerline of E. Seedling Mile Road; thence, westerly along said centerline to the extended western property line of a Lot described as Bosselman Brothers Sub Lot 1; thence, northerly along said extended west property line and continuing to the POB. Total area is 35.62 acres.

Figure 1
Study Area Map



Source: Marvin Planning Consultants 2016

EXISTING LAND USES

The term "Land Use" refers to the developed uses in place within a building or on a specific parcel of land. The number and type of uses are constantly changing within a community, and produce several impacts either benefitting or detracting from the community. Because of this, the short and long-term success and sustainability of the community is directly contingent upon available resources utilized in the best manner given the constraints the City faces during the planning period. Existing patterns of land use are often fixed in older communities and neighborhoods, while development in newer areas is often reflective of current development practices.

Existing Land Use Analysis within Study Area

As part of the planning process, a survey was conducted through both in-field observations, as well as data collection online using the Hall County Assessors website. This survey noted the use of each parcel of land within the study area. These data from the survey are analyzed in the following paragraphs.

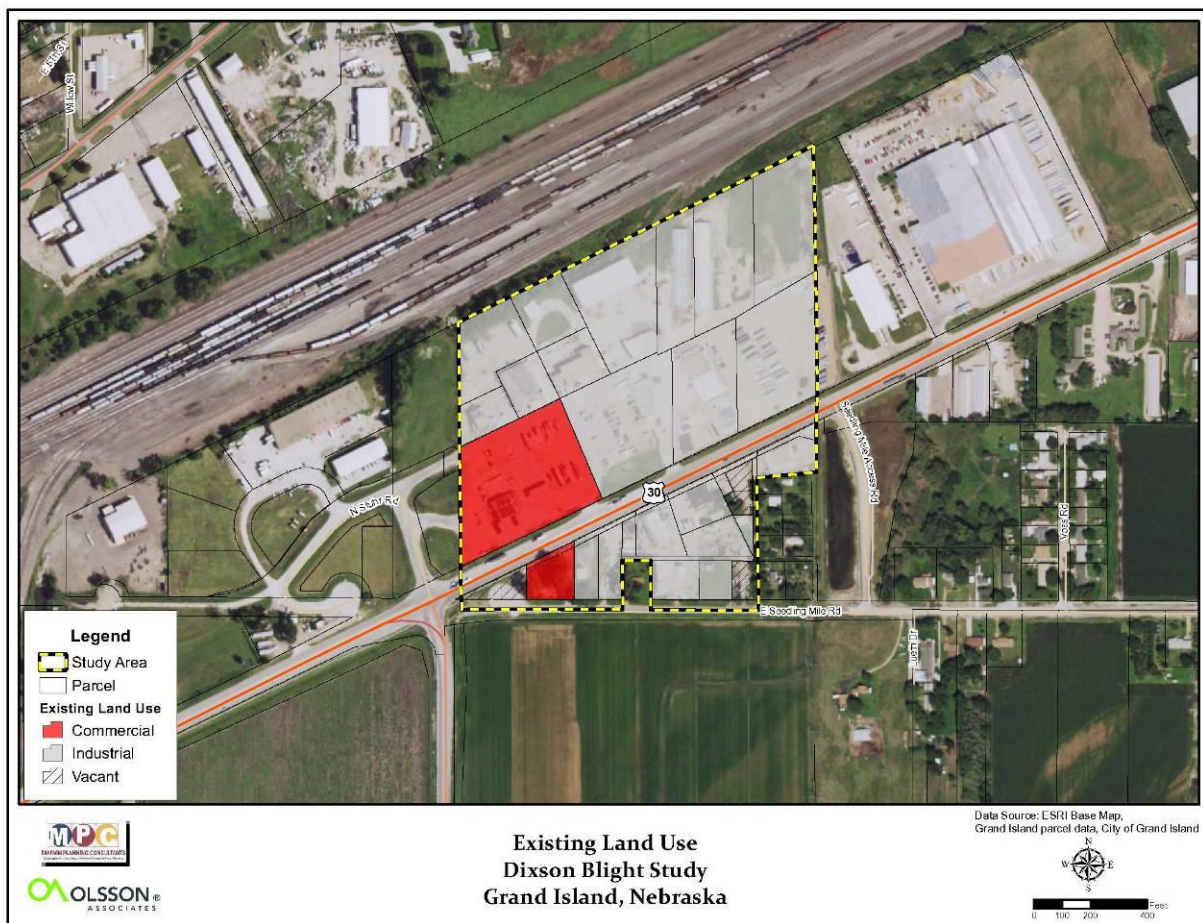
TABLE 1: EXISTING LAND USE, GRAND ISLAND - 2016

Type of Use	Acres	Percent of Developed land within the Study Area	Percent of Study Area
Residential	0	0.0%	0.0%
Single-family	0	0.0%	0.0%
Multi-family	0	0.0%	0.0%
Manufactured Housing	0	0.0%	0.0%
Commercial	4.79	13.8%	13.4%
Industrial	26.06	75.3%	73.2%
Quasi-Public/Public	0	0.0%	0.0%
Parks/Recreation	0	0.0%	0.0%
Transportation	3.78	10.9%	10.6%
Total Developed Land	34.63	100.0%	
Vacant/Agriculture	0.99		2.8%
Total Area	35.62		100.0%

Source: 2016 Grand Island Blight Study Area 21, Marvin Planning Consultants

Table 1 includes the existing land uses for the entire study area. The table contains the total acres determined per land use from the survey; next is the percentage of those areas compared to the total developed land; and finally, the third set of data compare the all land uses to the total area within the Study Area. As discussed previously, the Study Area is industrial (73.2%) with some commercial (13.4%), and land considered vacant accounts for only 2.8% of the total area.

Figure 2
Existing Land Use Map



Source: Marvin Planning Consultants, 2015

FINDINGS OF BLIGHT AND SUBSTANDARD CONDITIONS ELIGIBILITY STUDY

This section of the study examines the conditions found in the study area. The Findings Section will review the conditions based upon the statutory definitions.

CONTRIBUTING FACTORS

There were several conditions examined and evaluated in the field and online. There are many conditions that will be reviewed in detail, on the following pages, while some of the statutory conditions are not present.

Age of Structure

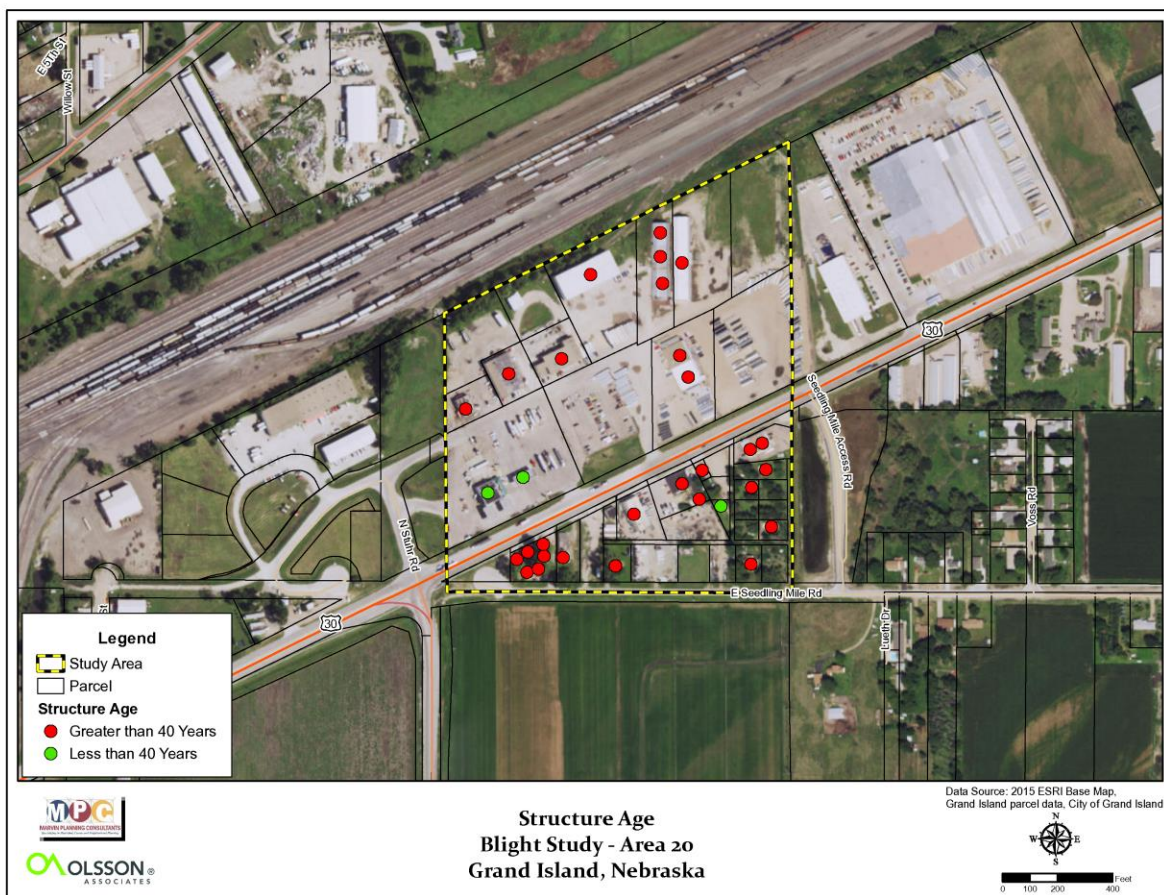
Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of structures 40 years of age or older to be a contributing factor regardless of their condition. The following paragraphs document the structural age of the structures within the Study Area. Note the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

Within the study area there is a total of two primary structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 23 (88.5%) units were determined to be 40 years of age or older
- 3 (11.5%) units were determined to be less than 40 years in age

The age of the structures would be a direct contributing factor.

Figure 3
Unit Age Map



Source: Marvin Planning Consultants, 2016

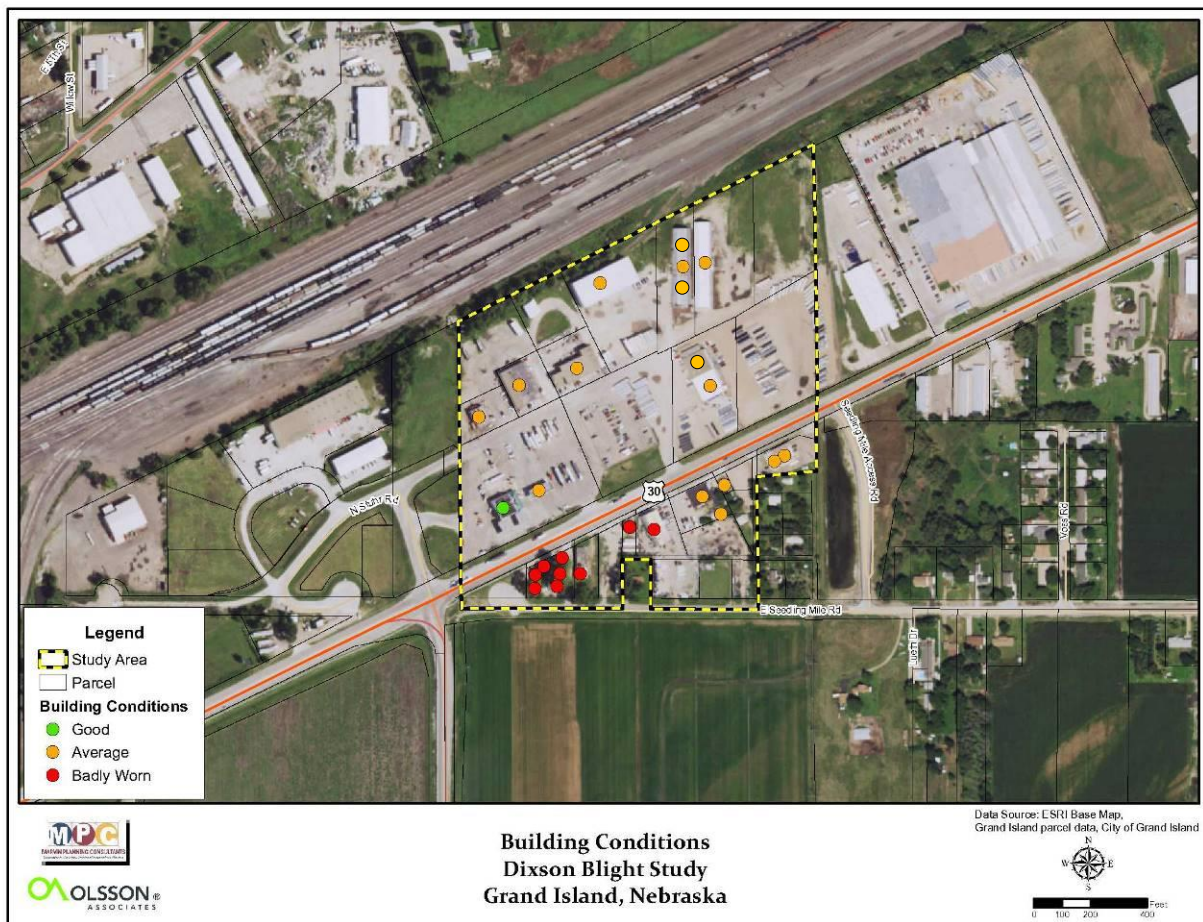
Structural Conditions

Structural conditions were evaluated, structures were either rated as: Very Good, Good, Fair, Average, or badly worn. The data and rating system comes from the Hall County Assessor's database and is the same database used to value properties in the area.

Based upon the data provided to the planning team, the following is the breakdown for structures in the study area:

- 0 (0.0%) structures rated as very good
- 1 (3.9%) structures rated as good
- 0 (0.0%) structure rated as fair
- 16 (61.5%) structures rated as average
- 9 (34.6%) structure rated as badly worn

Figure 4
Structural Conditions



Source: Marvin Planning Consultants, 2016

Based upon these data, an assumption has been made that average condition and less would constitute less than desirable conditions due to age and conditions. It is common that the older a structure gets the more maintenance and upkeep are required to maintain a good or higher condition. Even an average structure will show some signs of deteriorating which in turn can become a dilapidated structure in the future if it is not addressed over time. Overall, 96.1% of the structures in this study area are average condition or worse.

Due to the stated conditions found in the Hall County Assessor's data, the condition of the structure is a contributing factor.

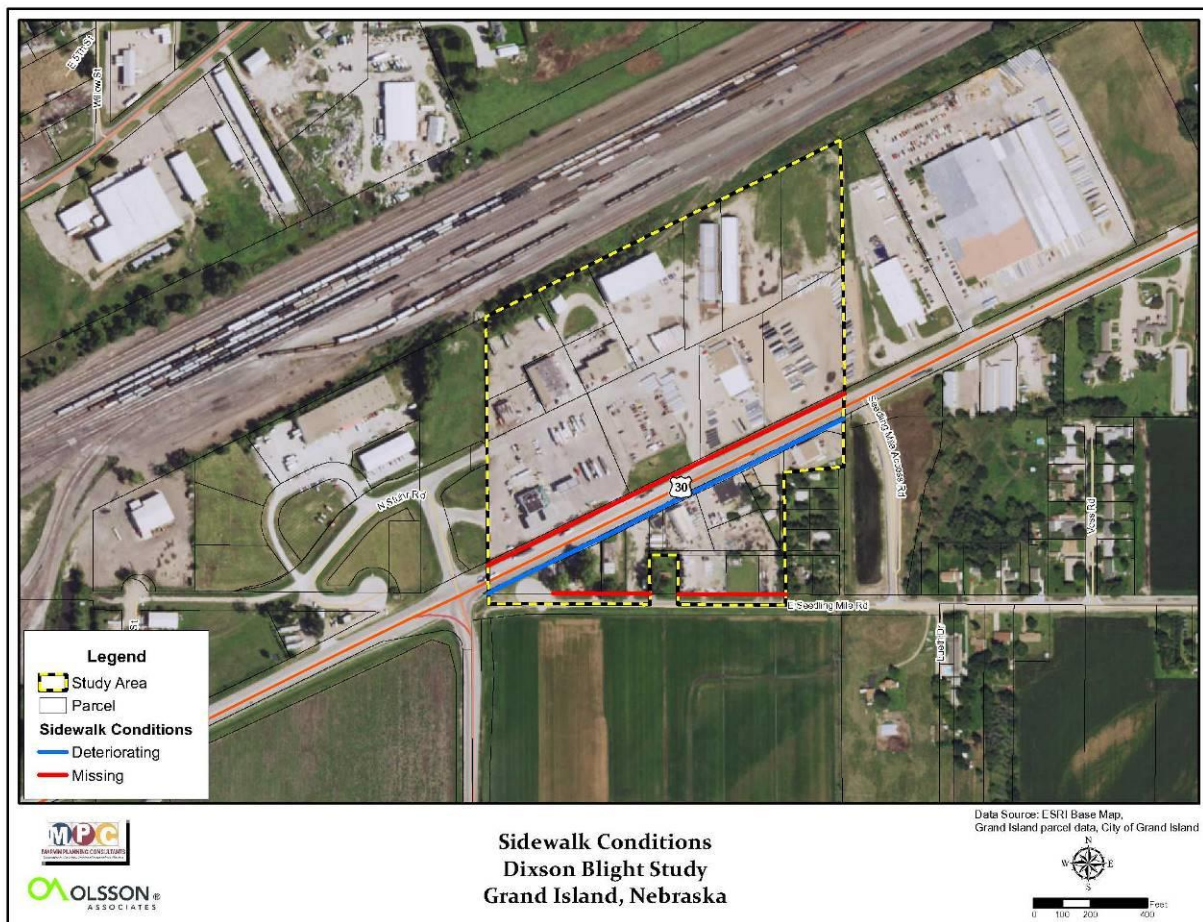
Deterioration of Site or Other Improvements

Sidewalk Conditions

Sidewalks, regardless of the area and uses within a community, should provide a safe means of movement for pedestrians. Sidewalks become increasingly more important along transportation routes considered to be arterials and highways. A sidewalk allows for pedestrian movement while keeping people off heavily traveled streets.

The sidewalk conditions were analyzed in the Study Area. The sidewalks were rated on four categories; adequate, deteriorating, dilapidating, and missing completely.

Figure 5
Sidewalk Conditions



Source: Marvin Planning Consultants, 2016

Within the study area there is approximately 3,508 lineal feet of area where sidewalk could or should be located. After reviewing the conditions in the field, the following is how the sidewalk conditions breakdown within the study area:

- 0 (0.0%) lineal feet of adequate sidewalk
- 1,394 (39.7%) lineal feet of deteriorating sidewalk
- 2,114 (60.3%) lineal feet of no sidewalk.

The only sidewalk in the study area is along the south side of US Highway 30. There is no sidewalk located along the north side or along Seedling Mile Road.

Drainage Conditions

Grand Island has a long history of drainage issues due to the extreme flatness of the area, as well as the high-water table. Topography and soils can have a major impact on how a given portion of the city drains. The area designated in this Study Area is nearly flat or has an extremely small slope.

The field survey examined the entire area for potential drainage problems.

Another item of note deals with the actual number of stormwater inlets in the study area. This area was developed as a large hard surfaced and graveled area; therefore, there are very few places for the water to run during wet periods.

Figure 6 is an existing topographic map from the City of Grand Island's website. The map confirms the flatness of the area along US Highway 30. The most common contour identified on the map is the 1835; however, they are separated by a great deal of distance. This distance is what identifies the flatness of the area.

The potential for standing water on this site is great. Standing water from poor drainage can be a catalyst for health issues like West Nile due to the potential mosquito breeding during the summer months.

Figure 6
Topographic Map of Study Area



Source: City of Grand Island (topographic map) and Marvin Planning Consultants



Faulty Lot Layout

Faulty lot layout can lead to several issues including size of a lot, adequacy of the lot for the use, accessibility to the lot and/or the usefulness of the lot. There are a few factors to examine within this particular study area.

Accessibility of the Lots

Currently, the area has three points of access. Two of these are located along US Highway 30 and lead directly onto properties located along US Highway 30. The third access point is off Stuhr Road and leads directly onto a lot. None of the three access points go to an internal roadway system or right-of-way. Even with properly filed easements, access to some of these lots could become an issue in the future.

Figure 8
Lot Layout of Study Area



Source: City of Grand Island (Lot lines) and Marvin Planning Consultants

Insanitary or Unsafe Conditions

There are several factors tending to fall under this category. The study area was found to have several factors falling into insanitary and unsafe. The following will outline the conditions found.

Detention Cell

The study area is bounded by a larger detention cell on the east. Although this cell is not in the study area, its proximity creates potential unsafe conditions. At the time of the study, the cell was partially filled due to recent rains and snow melt. The cell, though necessary to drain portions of the area, it still presents an unsafe condition.



Unsecured Areas

The primary parcel is currently unsecured and has the hazardous building as discussed in the previous paragraph. Steps need to be taken to either secure the property or eliminate the hazardous conditions. These areas include different trucking materials, tractors, damaged vehicles, semi-trailers, and more.



Existence of Conditions endangering life or property due to fire or other causes

Located within the study area there are factors present that are a danger to life or property due to fire or other causes. Many these factors have been previously discussed in this report. These factors include:

- Detention cell near the study area
- Proximity to the Union Pacific Railroad Mainline. The mainline, considering the number of trains per day provides a risk for derailment and or sparks creating a fire along the route.
- Number of incompatible uses including industrial uses with outside storage adjacent to inhabited residential structures.

Based upon the field analysis, there are sufficient elements present to meet the definition of dangerous conditions within the Study Area.

Combination of factors which are impairing and/or arresting sound growth

Within this study area there are many factors that are impairing or arresting sound growth. A couple of these include:

- The lack of good access to several properties within the study area.
- The Union Pacific Railroad Mainline to the north blocks any possible growth to the north.
- Size of lots (smaller), especially along the south side of the study area.

Based upon the review of the area, there are sufficient elements present to meet the definition of combination of factors which are impairing and/or arresting sound growth within the Study Area.

Stable or decreasing population based on the last two decennial censuses

Over the past 20 years the population within the study area has been stable or decreasing. The population within the Study Area has had limited population for the past two decennial censuses. Therefore, it meets the criteria for a stable or decreasing population.

Diversity of Ownership

Within this small study area, there are 17 different property owners including the City of Grand Island and the State of Nebraska. Coordination of any redevelopment of this area may require specific intervention that a Blight and Substandard designation offers.

Figure 9
Improper Subdivision or Obsolete Platting



Source: City of Grand Island and Marvin Planning Consultants

Improper Subdivision or obsolete platting

This criterion follows closely with the Faulty Lot Layout. Much of this area can be considered to be improperly platted. Access is an issue for parts of this study area, See Figure 9.

Defective/Inadequate street layouts

This area contains defective street layouts, primarily since there are minimal platted streets within the area. The northern portion of the study area has no platted streets, only access easements. Someone unfamiliar with the area may be unaware of critical movement patterns made by the truck traffic in the area.

Blighting Summary

These conditions are contributing to the blighted conditions of the study area.

- **Average age of structures is over 40 years of age**
 - Within the Study Area 88.5% of the structures meet the criteria of 40 years of age or older.
- **Substantial number of deteriorating structures**
 - Within the study area 96.1% of the structures were deemed to be in a deteriorated state or worse.
- **Deterioration of site or other improvements**
 - The only sidewalk in the area is located along the south edge of US Highway 30 and is in a deteriorated state.
 - Drainage of existing site is difficult based upon the existing topography.
- **Faulty Lot Layout**
 - Accessibility to some lots is currently a problem.
- **Insanitary or Unsafe Conditions**
 - Lack of sidewalk in the Study Area.
 - Deteriorated structure.
 - Unsecured site which contains hazardous materials.
 - Detention cell adjacent to the study area.
- **Dangerous conditions to life or property due to fire or other causes**
 - Dilapidated structures in study area.
 - Lack of sidewalk within the Study Area
 - Union Pacific Railroad Mainline adjacent to the study area
 - Lack of defined trafficways within the area.
- **Combination of factors which are impairing and/or arresting sound growth**
 - Lack of good access to the site.
 - Union Pacific Railroad Mainline adjacent to the area.
- **Stable or decreasing population based on the last two decennial censuses**
 - The population of the Study Area has remained stable over the past 22 years.
- **Diversity of Ownership**
 - There are currently 16 different owners listed for the property within the Study Area.
- **Improper Subdivision or Obsolete Platting**
 - Accessibility to some lots is currently a problem.
 - Lack of platted rights-of-way within the area, especially in the northern portion.
- **Defective/Inadequate street layouts**
 - Lack of platted rights-of-way within the area, especially in the northern portion.

The other criteria for Blight were not present in the area, these included:

- Tax or special assessment delinquency exceeding fair value of the land.
- Defective or unusual condition of title,
- Unemployment in the designated area is at least 120% of the state or national average.
- One-half of unimproved property is over 40 years old.
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.

These issues were either not present or were limited enough as to have little impact on the overall condition of the study area.

Substandard Conditions

Average age of the residential or commercial units in the area is at least 40 years

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of units that are 40 years of age or older to be a contributing factor regardless of their condition. Note the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

Within the study area there is a total of two structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 23 (88.5%) units were determined to be more than 40 years of age
- 3 (11.5%) units were determined to be less than 40 years of age

There is a predominance of units 40 years of age or older.

Substandard Summary

Nebraska State Statute requires that "...an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, **age** or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or **the existence of conditions which endanger life or property by fire and other causes**, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;"

This Study Area in Grand Island meets the definition of Substandard as defined in the Revised Nebraska State Statutes.

FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #21

Blight Study Area #21 has several items contributing to the Blight and Substandard Conditions. These conditions include:

Blighted Conditions

- **Average age of structures is over 40 years of age**
- **Substantial number of deteriorated or deteriorating structures**
- **Deterioration of site or other improvements**
- **Faulty Lot Layout**
- **Insanitary and Unsafe Conditions**
- **Combination of factors which are impairing and/or arresting sound growth**
- **Stable or decreasing population based on the last two decennial censuses**
- **Diversity of Ownership**
- **Improper Subdivision or Obsolete Platting**
- **Defective/Inadequate Street Layout**

Substandard Conditions

- **Average age of the structures in the area is at least forty years**



City of Grand Island

Tuesday, December 27, 2016

Council Session

Item H-3

**Consideration of Forwarding Blighted and Substandard Area #22
(Platte River Industrial Park, LLC) to the Hall County Regional
Planning Commission**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: December 27, 2016

Subject: Proposed Blighted and Substandard Area #22

Presenter(s): Chad Nabity, Director Grand Island CRA

Background

Enclosed you will find a copy of a Blight and Substandard Study as prepared for Platte River Industrial Park LLC (an affiliate of Hornady Manufacturing) by Marvin Planning Consultants. This study is for approximately 281.8 acres of property at the Cornhusker Army Ammunition Plant (CHAAP) west of Grand Island located north of Old Potash Highway and west of 80th Road owned by Platte River Industrial Park LLC. The study as prepared and submitted indicates that this property could be considered substandard and blighted. The full study is attached for your review and consideration.

Platte River Industrial Park LLC has submitted this study for the review and consideration of the Grand Island City Council as permitted by Nebraska law. Hornady has eight existing buildings on the property that are used for research and testing for the Hornady Manufacturing site at 3625 W. Old Potash Highway. The company would proceed with further development of the property if the area can be declared blighted and substandard. The decision on whether to declare an area blighted and substandard is entirely within the jurisdiction of the City Council with a recommendation from the Planning Commission.

The question before Council will be whether to send the Study to the Planning Commission for their review and feedback. If the item is not sent to the Planning Commission, the Council cannot declare the area blighted and substandard. Planning Commission will meet February 1 and would have a recommendation ready following that meeting.

Once an area has been declared substandard and blighted the CRA can accept redevelopment proposals for the area that might or might not include an application for Tax Increment Financing. Should this be approved, you can anticipate that Hornady Manufacturing or Platte River Industrial Park LLC will submit an application for TIF to assist with the costs associated with fully developing this property.

Discussion

The action item tonight relates to the Study for proposed CRA Area No. 22 west of Grand Island at the Cornhusker Army Ammunition Plant as shown below. The study was prepared for 281.8 acres, of all of which are located in a formerly used defense site.

Study Area

Figure 1

Study Area Map



Source: Marvin Planning Consultants 2016

Jerry Janulewicz City Attorney has reviewed the Nebraska Statutes and case law pertaining to the declaration of property as blighted and substandard. His comments on this application are as follows:

The statutes which provide for the creation of a redevelopment area or redevelopment project within a redevelopment area require the following procedure:

- A request is made to the city council to declare an area to be substandard and blighted and in need of development for purposes of enabling the creation of a redevelopment area or a redevelopment project within a redevelopment area.
- The city council submits the question of whether an area is substandard and blighted to the planning commission for its review and recommendation prior to making its declaration that an area is substandard and blighted.
- The planning commission must submit its written recommendations within thirty days after receipt of the request.
- Upon receipt of the recommendations from the planning commission or after thirty days if no recommendation is received, the city council may make its findings and declaration with respect to the property within an area.
- Unless the city council of the city in which such area is located has, by resolution adopted after a public hearing with notice, declared such area to be a substandard and blighted area in need of redevelopment, the Community Redevelopment Agency cannot prepare a redevelopment plan for a redevelopment project area.
- Following a declaration that an area is substandard and blighted, the Community Redevelopment Agency is authorized to prepare or cause to be prepared and recommend redevelopment plans to the governing body of the city and to undertake and carry out redevelopment projects within its area of operation and may enter into contracts with redevelopers of property containing covenants, restrictions, and conditions regarding the use of such property for residential, commercial, industrial, or recreational purposes or for public purposes in accordance with the redevelopment plan and such other covenants, restrictions, and conditions as the authority may deem necessary to prevent a recurrence of substandard and blighted areas or to effectuate the purposes of the Community Development Law, and to provide grants, loans, or other means of financing to public or private parties in order to accomplish the rehabilitation or redevelopment in accordance with a redevelopment plan. Within the area of operation of the Community Redevelopment Authority, the authority may exercise its statutory powers with respect to the redevelopment project.

Neb. Rev. Stat. §§ 18-2107; 18-2109.

As stated in Fitzke v. City of Hastings, 582 N.W.2d 301 (Neb. 1998):

A CRA is not authorized to prepare a redevelopment plan for a redevelopment project area unless the governing body of the city first enacts a resolution declaring such area to be “a substandard or blighted area in need of redevelopment.” § 18–2109. After such a declaration has been made and a redevelopment plan has been prepared and approved, a CRA is authorized to enter into contracts with redevelopers of property containing covenants, restrictions, and conditions regarding the use of such property for residential, commercial, industrial, or recreational purposes or for public purposes in accordance with the redevelopment plan and such other covenants, restrictions, and conditions as the [CRA] may deem necessary to prevent a recurrence of substandard or blighted areas ... and to provide grants, loans, or other means of financing to public or private parties in order to accomplish the rehabilitation or redevelopment in accordance with a redevelopment plan. § 18–2107(4). The CRA

may utilize tax increment financing to pay for redevelopment projects undertaken pursuant to the CDL. § 18-2124.

“Under this statutory scheme, a private development project would be eligible for tax increment financing only if it is included within an area which has previously been declared blighted or substandard and is in furtherance of an existing redevelopment plan for that area. The declaration of property as blighted or substandard is not simply a formality which must be met in order to assist a private developer with tax increment financing; it is the recognition of a specific public purpose which justifies the expenditure of public funds for redevelopment.” *Fitzke, id.*, citing *Monarch Chemical Works, Inc. v. City of Omaha*, 203 Neb. 33, 277 N.W.2d 423 (1979). The legislative intent underlying the Community Development Law is the elimination of blighted and substandard areas and to prevent the reoccurrence of blight through a cooperative effort of the public and private sectors, not to aid private developers. *Fitzke, id.*

At this point, Council is only making a decision about whether to forward the study to the Planning Commission for their recommendation or not. According to NRSS §18-2109, it is clear that the Planning Commission must have the opportunity to review the Blight Study prior to Council declaring the property substandard and blighted. If Council wishes to consider a declaration of substandard and blight, State Statute requires that the question of whether an area is substandard and blighted is submitted to the Planning Commission for its review and recommendation.

The Planning Commission recommendation should be done at the first available opportunity, as the Planning Commission has 30 days to respond to Council’s request for a recommendation.

Blighted Area of the Community

This area is located outside the City Limits in at CHAAP and as such any declaration as blighted and substandard is exempt from the 35% limit imposed by statute.

NRSS §18-2103 (11) Blighted area means an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing

population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted. **A redevelopment project involving a formerly used defense site as authorized under section 18-2123.01 shall not count towards the percentage limitations contained in this subdivision;**

The declaration of Area 22 would not impact the City's ability to declare other areas substandard and blighted.

Alternatives

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

1. Move to forward the Study to the Planning Commission for its recommendation.
2. Move to not forward the Study to the Planning Commission for its recommendation.
3. Refer the issue to a committee.
4. Postpone the issue to future date.
5. Take no action on the issue.

Recommendation

City Administration recommends that the Council Move to forward the Study to the Planning Commission if Council wishes to consider the use of Tax Increment Financing as a redevelopment tool for this property.

Sample Motion

Move to adopt resolution to forward the Study to the Planning Commission for their review and recommendation.



Blight and Substandard Study for:
Platte River Industrial Park LLC



PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY

The purpose of completing this Blight and Substandard study is to examine existing conditions within a specific part of Grand Island. This study has been commissioned by the Platte River Industrial Park LLC to analyze the possibility of declaring the area as blighted and substandard.

The City of Grand Island, when considering conditions of Blight and Substandard, will be looking at those issues and definitions provided for in the Nebraska Community Redevelopment Law as found in Chapter 18, Section 2104 of the Revised Nebraska State Statutes, as follows:

"The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of Sections 18-2101 to 18-2144, shall afford maximum opportunity, consistent with sound needs of the city as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under sections 18-2101 to 18-2144, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations relating to the use and occupancy of buildings and improvements, the disposition of any property acquired, and providing of necessary public improvements".

The Nebraska Revised Statutes §18-2105 continues by granting authority to the governing body for formulation of a workable program. The statute reads,

"The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof."

Blight and Substandard are defined as the following:

"Substandard areas mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;"

"Blighted area means an area, which (a) by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which

endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the platted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a shall not designate an area larger than one hundred percent of the as blighted;"

Furthermore, Chapter 18, Section 2123.01 of the Revised Nebraska State Statutes:

Redevelopment project with property outside corporate limits; formerly used defense site; agreement with county authorized.

- (1) Notwithstanding any other provisions of the Community Development Law to the contrary, a city may undertake a redevelopment project that includes real property located outside the corporate limits of such city if the following requirements have been met:
 - (a) The real property located outside the corporate limits of the city is a formerly used defense site;
 - (b) The formerly used defense site is located within the same county as the city approving such redevelopment project;
 - (c) The formerly used defense site is located within a sanitary and improvement district;
 - (d) The governing body of the city approving such redevelopment project passes an ordinance stating such city's intent to annex the formerly used defense site in the future; and
 - (e) The redevelopment project has been consented to by any city exercising extraterritorial jurisdiction over the formerly used defense site.
- (2) For purposes of this section, formerly used defense site means real property that was formerly owned by, leased to, or otherwise possessed by the United States and under the jurisdiction of the United States Secretary of Defense. Formerly used defense site does not include missile silos.
- (3) The inclusion of a formerly used defense site in any redevelopment project under this section shall not result in:
 - (a) Any change in the service area of any electric utility or natural gas utility unless such change has been agreed to by the electric utility or natural gas utility serving the formerly used defense site at the time of approval of such redevelopment project; or
 - (b) Any change in the service area of any communications company as defined in section [77-2734.04](#) unless (i) such change has been agreed to by the communications company serving the formerly used defense site at the time of approval of such redevelopment project or (ii) such change occurs pursuant to sections [86-135](#) to [86-138](#).
- (4) A city approving a redevelopment project under this section and the county in which the formerly used defense site is located may enter into an agreement pursuant to the Interlocal Cooperation Act in which the county agrees to reimburse such city for any services the city provides to the formerly used defense site after approval of the redevelopment project.

This Blight and Substandard Study is intended to give the Grand Island Community Redevelopment Authority, Hall County Regional Planning Commission and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions existing within the City's jurisdiction and as allowed under Chapter 18, Section 2123.01. Through this

process, the City and property owners will be attempting to address economic and/or social liabilities which are harmful to the well-being of the entire community.

The study area can be seen in Figure 1 of this report. A Redevelopment Plan to be submitted in the future will contain, in accordance with the law, definite local objectives regarding appropriate land uses, improved traffic, public transportation, public utilities and other public improvements, and the proposed land uses and building requirements in the redevelopment area and shall include:

- The boundaries defining the blighted and substandard areas in question (including existing uses and conditions of the property within the area), and
- A list of the conditions present, which qualify the area as blighted and substandard.

BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY

This study targets a specific area within an established part of the community for evaluation. The area is indicated in Figure 1 of this report. The existing uses in this area include industrial and agricultural uses within the old Cornhusker Army Ammunition Plant and is outside the corporate limits of Grand Island; however, it falls under Chapter 18, Section 2123.01 of the Revised Nebraska State Statutes.

Through the redevelopment process the City of Grand Island can guide future development and redevelopment throughout the area. The use of the Community Redevelopment Act by the City of Grand Island is intended to redevelop and improve the area. Using the Community Redevelopment Act, the City of Grand Island can assist in the elimination of negative conditions and implement different programs/projects identified for the City.

The following is the description of the designated area within Grand Island.

Study Area

Figure 1
Study Area Map



Source: Marvin Planning Consultants 2016

The Study consists of area described as follows:

Harrison TWP PT E1/2 of NW1/4 & NW1/4 NE1/4 PT W1/2 SE1/4 13-11-11

Total acres are 281.80 acres.

EXISTING LAND USES

The term "Land Use" refers to the developed uses in place within a building or on a specific parcel of land. The number and type of uses are constantly changing within a community, and produce several impacts either benefitting or detracting from the community. Because of this, the short and long-term success and sustainability of the community is directly contingent upon available resources utilized in the best manner given the constraints the City faces during the planning period. Existing patterns of land use are often fixed in older communities and neighborhoods, while development in newer areas is often reflective of current development practices.

Existing Land Use Analysis within Study Area

As part of the planning process, a survey was conducted through both in-field observations, as well as data collection online using the Hall County Assessors website. This survey noted the use of the parcel within the study area. The data from the survey are analyzed in the following paragraphs.

The existing land uses are predominately industrial with a total of eight newer buildings scattered along the perimeter of the property. These buildings are for research and testing for Hornady Manufacturing.

FINDINGS OF BLIGHT AND SUBSTANDARD CONDITIONS ELIGIBILITY STUDY

This section of the study examines the conditions found in the study area. The Findings Section will review the conditions based upon the statutory definitions.

FORMER DEFENSE SITE

Based upon Chapter 18, Section 2123.01 of the Revised Nebraska State Statutes, this study area is deemed to be Blighted and Substandard. The area meets all of the criteria identified in the §18-2123.01:

1. The real property located outside the corporate limits of the city is a formerly used defense site;
2. The formerly used defense site is located within the same county as the city approving such redevelopment project;
3. Formerly used defense site means real property that was formerly owned by, leased to, or otherwise possessed by the United States and under the jurisdiction of the United States Secretary of Defense. Formerly used defense site does not include missile silos.

Based upon the site meeting the criteria found in §18-2123.01, this area meets the criteria for declaring it Blighted and Substandard.

OTHER CONTRIBUTING FACTORS

There were many other conditions examined and evaluated in the field and online. There are several conditions that will be reviewed in detail, on the following pages, that add to the overall condition of Blight and Substandard on the proposed site.

Age of Structures

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of structures 40 years of age or older to be a contributing factor regardless of their condition. The following paragraphs document the structural age of the structures within the Study Area. Note the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

Within the study area there are 36 structures in some form or another. The age of structure has been determined by researching the structural age on the Hall County Assessor's and Treasurer's websites and reviewing older documents, as well as, a land survey completed on the entire site.

Considering the older structure have no specific dates attached to them since it was developed as a Federal Military facility, the assumption is the older structures were constructed as part of the original installation in 1942. Therefore, every Reinforced Concrete Pipe, the Manhole and the remaining foundations have been in place since 1942 and are currently 74 years old each.

The following breakdown was determined:

- 25 (69.4%) units were determined to be 40 years of age or older
- 11 (30.6%) units were determined to be less than 40 years of age

The breakdown is as follows for the 40 years and over:

- One above ground structure
- Two buried foundations
- 21 Reinforced Concrete Pipe culverts
- One concrete manhole

	Number of Structures	Construction date	Age	Cummulative Age
	25	1942	74	1850
	5	2013	3	15
	3	2014	2	6
	1	2015	1	1
	1	2016	0	0
	1	1996	20	20
Total Cummulative	36			1892
Average Age				52.55555556



The newer structures were constructed in the past few years by the property owner or are monitoring well buildings constructed when the site was mitigated for the contaminated groundwater in the 1990's.

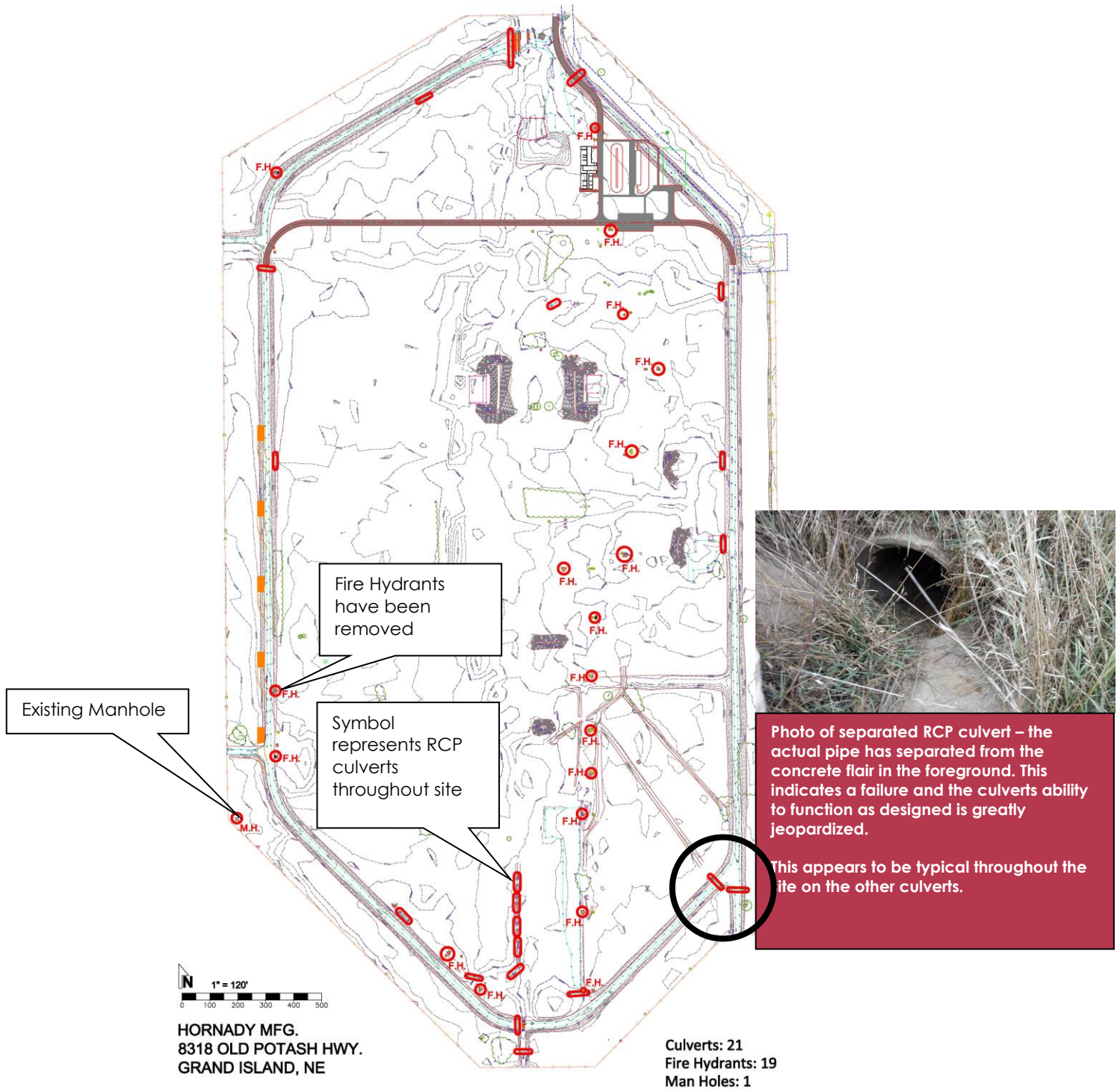


Figure 2
Structure Age Map – Buildings/Foundations only



Source: Marvin Planning Consultants, 2016

Figure 3
Structure Age Map – Surveyed items only



Source: Hornady Manufacturing, 2016

Substantial Number of Deteriorating Structures

The site visit examined many existing CRP culverts which were easily accessible, all of these were in a state of deterioration and it is assumed that the others, having the same construction time, will be similar. The brick chimney is in a state of deterioration as well as the existing manhole. Finally, the remaining footings/foundations are showing signs of deterioration due to their exposure to the elements.

The older structures, constructed in 1942, are in a state of deterioration. Therefore, there is a substantial number of deteriorating structures within the study area.

Deterioration of Site or Other Improvements

Drainage Conditions

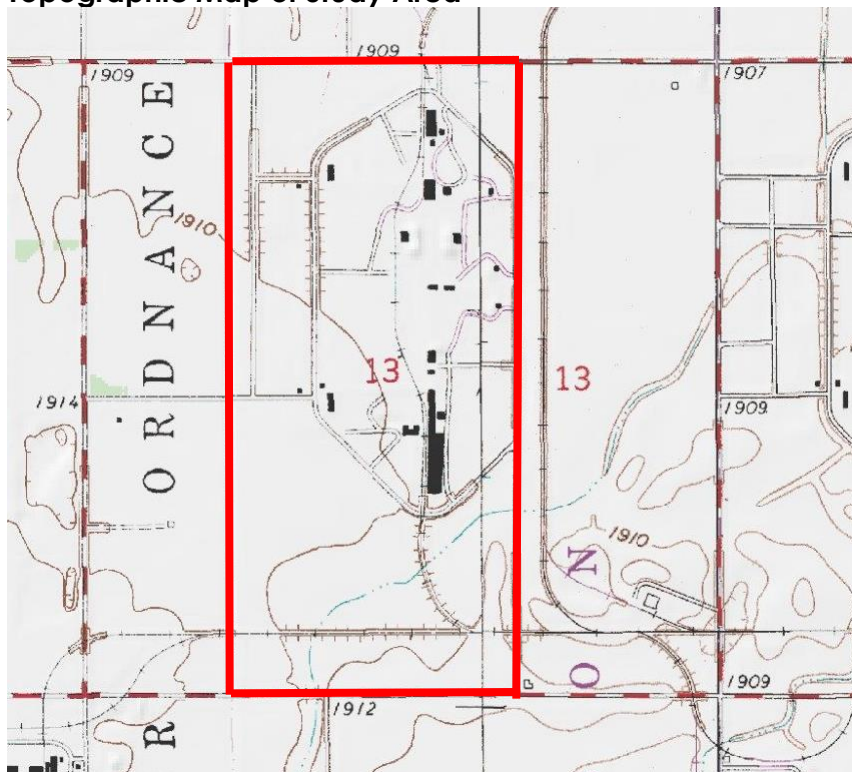
Grand Island has a long history of drainage issues due to the extreme flatness of the area, as well as the high-water table. Topography and soils can have a major impact on how a given portion of the area drains. The area designated in this Study Area is nearly flat or has an extremely small slope.

The field survey examined the entire area for potential drainage problems.

Figure 3 is an existing topographic map from MyTopo.com showing the study area. The map confirms the flatness of the area throughout the entire study area falls along a contour of 1910 with occasional higher points. This contour covers the better portion of a mile-long section north and south.

The potential for standing water on this site is great. Standing water from poor drainage can be a catalyst for health issues like West Nile due to the potential mosquito breeding during the summer months.

Figure 3
Topographic Map of Study Area



Source: MyTopo.com (topographic map) and Marvin Planning Consultants

County Road Conditions

The study area has county roads on three sides of the properties. Old Potash Road is a paved road along the south edge of the area and is in average condition and is beginning to show some deterioration in places. The other, on the north side, 13th Street is graveled and appears to have above average traffic and is showing signs of wear. These roads are in need of continued maintenance now and in the future.

Figure 4
County Road Conditions



Source: Marvin Planning Consultants, 2016

The existing road conditions are a contributing factor to the deterioration of site or other improvement within the area.

Stormwater management

The study area, is surrounded by rural section roads which includes drainage ditches. The ditches along with the lack of slope in the area, creates a negative impact on stormwater management for the area. This is typically true throughout the entire Hall County area.

The stormwater management system is a contributing factor to the deterioration of site or other improvement within the area.

Internal Infrastructure

The on-site area surrounding Platte River Industrial Park location is made up primarily of gravel roads. The area may need to upgrade these roads if anything substantial is constructed on the site.

The internal infrastructure is a contributing factor to the deterioration of site or other improvement within the area.

Old Cornhusker Army Ammunition Plant Infrastructure and Contamination

Groundwater Contamination

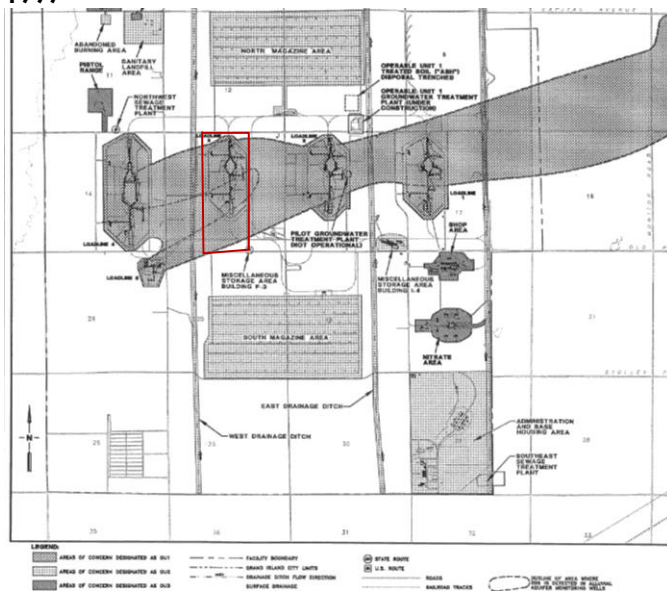
Examining the study area within context of the Cornhusker Army Ammunition Plant's 1997 Reuse Plan, the study area is considered to be in an "Area of Concern". Figure 5 indicates an area referred to as Operable Unit 1, which is where the study area is located. Based upon the report, when cesspools under the old load lines were examined and tested, it was determined:

- The cesspools were contaminated with explosive residues and heavy metals;
- The groundwater was contaminated with dissolved explosives, heavy metals, and organic solvents.

The groundwater contamination is currently being mitigated through a water treatment plant/process on site.

The entire Cornhusker Army Ammunition Plant site is considered a potential hazardous area with regard to groundwater contamination from explosive residue, heavy metals and organic solvents. In addition, the plume has caused restrictions for potable domestic wells within the entire former ammunition plant site and beyond to be put into place.

Figure 5
Groundwater Contamination
1997

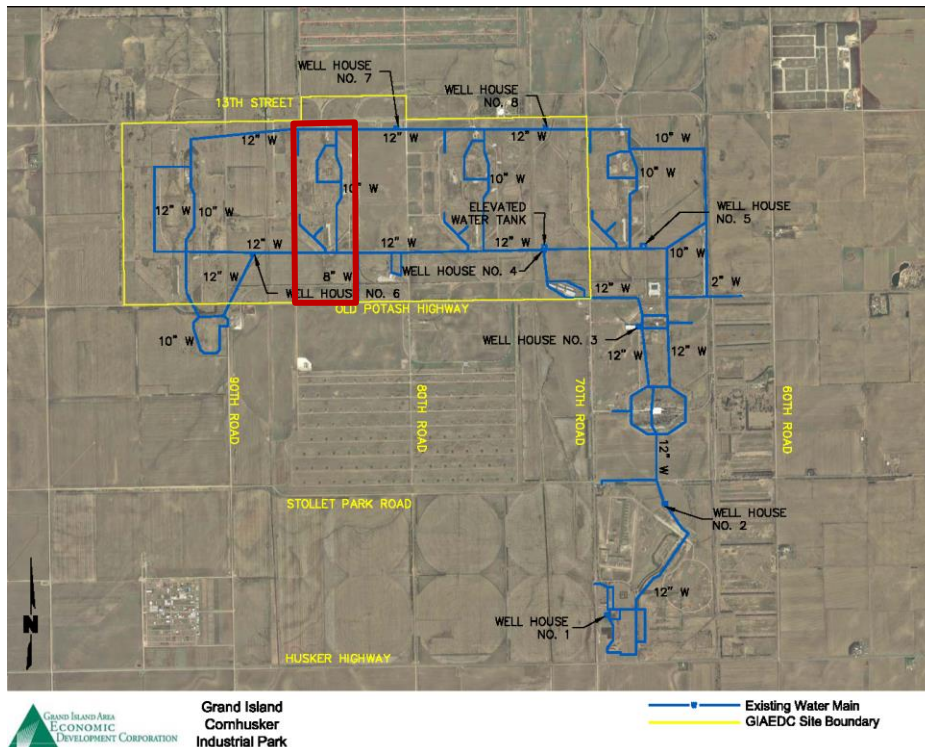


Source: CAAP Reuse Plan 1997

Water System

In addition, there are older wood and asbestos covered water pipes underground that once connected the old water system to the site. Figure 6 indicates the primary water lines throughout the entire CAAP area; the area outlined in red is the actual study site. Any type of development within this study will likely require the complete or partial removal of these asbestos pipes during demolition and construction, thus exposing the asbestos hazard if not controlled properly.

Figure 6
Cornhusker Army Ammunition Plant Water System

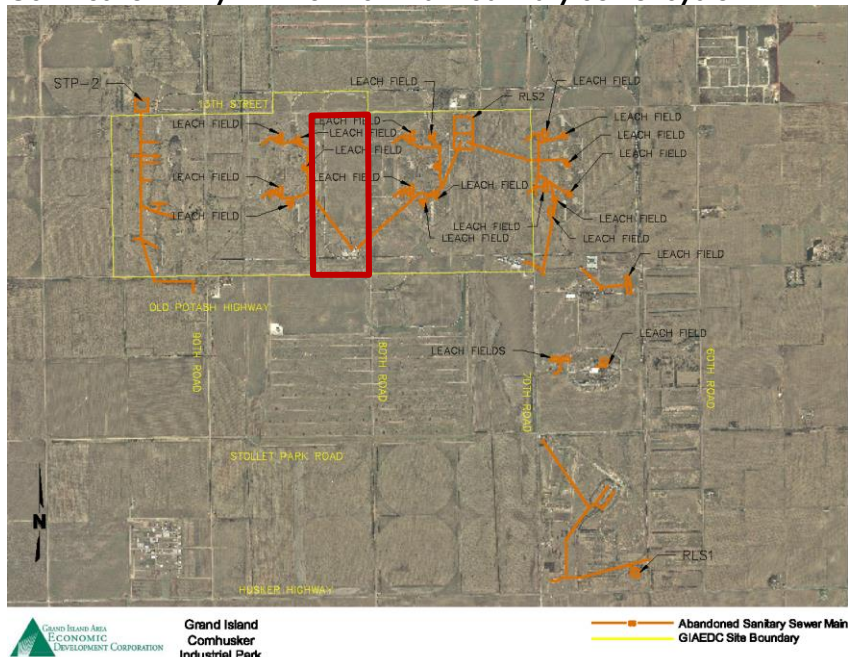


Source: Grand Island Economic Development Corporation

Sanitary Sewer System

The existing sanitary sewer lines within the study area are constructed of similar materials. Similar to the water lines, these lines will likely need to be disturbed during any future development/redevelopment of the property, thus exposing the asbestos hazard if not controlled properly. See Figure 7 for an approximate location of these sanitary sewer lines.

Figure 7
Cornhusker Army Ammunition Plant Sanitary Sewer System



Source: Grand Island Economic Development Corporation

The internal infrastructure, as well as, the former Cornhusker Army Ammunition Plant contamination plume are contributing factors to the deterioration of site or other improvement within the area.

Insanitary or Unsafe Conditions

There are several factors tending to fall under this category. The study area was found to have several factors falling into insanitary and unsafe. The following will outline the conditions found.

Drainage Conditions

Grand Island has a long history of drainage issues due to the extreme flatness of the area, as well as the high-water table. Topography and soils can have a major impact on how a given portion of the city drains. The area designated in this Study Area is nearly flat or has an extremely small slope.

Figure 3 shows the existing topographic map from MyTopo.com showing the study area. The map confirms the flatness of the area throughout the entire study area falls along a contour of 1910 with occasional higher points. This contour covers the better portion of a mile-long section north to south.

The potential for standing water on this site is great. It is apparent that the lack of adequate drainage will, in fact, create a hazard for mosquito breeding during the summer months.

The drainage conditions are a contributing factor to the Insanitary and Unsafe Conditions within the area.

Stormwater management

The study area, is surrounded by rural section roads which includes drainage ditches. The ditches along with the lack of slope in the area, creates a negative impact on stormwater management for the area. This is typically true throughout the entire Hall County area.

The stormwater management system is a contributing factor to the Insanitary and Unsafe Conditions within the area.

Old Cornhusker Army Ammunition Plant Infrastructure and Contamination

See narrative above

The internal infrastructure, as well as, the former Cornhusker Army Ammunition Plant contamination plume are a contributing factor to the Insanitary and Unsafe Conditions within the area.

Existence of Conditions endangering life or property due to fire or other causes

As mentioned earlier, the entire Cornhusker Army Ammunition Plant site is considered a hazardous area regarding ground water contamination. The actual contamination plume is under the study area, see Figure 5. In addition, the plume has caused restrictions for potable domestic wells within the entire former ammunition plant site and beyond to be put into place.

The groundwater is contaminated with several dangerous materials including RDX, a dangerous carcinogen, which was used in the manufacture of explosive devices during the life of the ammunition plant and is extremely unsafe to humans and other animals. Figure 5 indicates the study area in 1997 was directly over one of the most contaminated areas of CAAP.

Based upon the field analysis, there are sufficient elements present to meet the definition of dangerous conditions within the Study Area.

Combination of factors which are impairing and/or arresting sound growth

Within this study area there are many factors that are impairing or arresting sound growth. A couple of these include:

- The contamination plume is a major condition factor arresting sound growth in the Grand Island area.

Based upon the review of the area, there is one sufficient element present to meet the definition of combination of factors which are impairing and/or arresting sound growth within the Study Area.

Blighting Summary

These conditions are contributing to the blighted conditions of the study area.

- **Qualifies under the Former Defense Site statute**
 - The real property located outside the corporate limits of the city is a formerly used defense site;
 - The formerly used defense site is located within the same county as the city approving such redevelopment project;
 - Formerly used defense site means real property that was formerly owned by, leased to, or otherwise possessed by the United States and under the jurisdiction of the United States Secretary of Defense. Formerly used defense site does not include missile silos.
- **Average age of structures**
 - Within the Study Area 75.8% of the structures meet the criteria of 40 years of age or older.
- **Substantial number of deteriorating structures**
 - Based upon the review of a few visible CRP culverts the age as well as weathering have placed them in a state of deterioration.
 - The footings are also in a state deterioration due to a lack of structural cover.
- **Deterioration of site or other improvements**
 - Drainage of existing site is difficult based upon the existing topography.
 - County Road conditions.
 - Stormwater management.
 - Internal Infrastructure.
 - Old Cornhusker Army Ammunition Plant infrastructure and Contamination.
- **Insanitary or Unsafe Conditions**
 - Drainage of existing site is difficult based upon the existing topography.
 - Stormwater management.
 - Internal Infrastructure.
 - Old Cornhusker Army Ammunition Plant infrastructure and Contamination.
- **Dangerous conditions to life or property due to fire or other causes**
 - Old Cornhusker Army Ammunition Plant Contamination.
- **Combination of factors which are impairing and/or arresting sound growth**
 - Old Cornhusker Army Ammunition Plant infrastructure and Contamination.
- **Stable or decreasing population based on the last two decennial censuses**
 - The population of the Study Area has remained stable over the past two decennial censuses.

The other criteria for Blight were not present in the area, these included:

- Diversity of Ownership
 - There is only one property owner within this study area
- Faulty Lot Layout
 - The layout may be faulty but it is not anticipated the property will be further divided with only one owner.
- Improper Subdivision or Obsolete Platting
 - The layout may be considered an improper subdivision or obsolete platting but it is not anticipated the property will be further divided with only one owner.

- The land was originally laid out by the U. S. Government during World War II.
- Defective/Inadequate street layouts
 - The street layout may be faulty but it is not anticipated this will not be an issue since these are private streets and the property is owned by one owner.
- Tax or special assessment delinquency exceeding fair value of the land.
 - NA
- Defective or unusual condition of title,
 - NA
- Unemployment in the designated area is at least 120% of the state or national average.
 - NA
- One-half of unimproved property is over 40 years old.
 - NA and property has been previously improved during World War II, Korea, and Vietnam.
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.
 - NA
- Stable or decreasing population based on the last two decennial censuses
 - NA

These issues were either not present or were limited enough as to have little impact on the overall condition of the study area.

Substandard Conditions

FORMER DEFENSE SITE

Based upon Chapter 18, Section 2123.01 of the Revised Nebraska State Statutes, this study area is deemed to be Blighted and Substandard. The area meets all of the criteria identified in the §18-2123.01:

1. The real property located outside the corporate limits of the city is a formerly used defense site;
2. The formerly used defense site is located within the same county as the city approving such redevelopment project;
3. Formerly used defense site means real property that was formerly owned by, leased to, or otherwise possessed by the United States and under the jurisdiction of the United States Secretary of Defense. Formerly used defense site does not include missile silos.

Average age of the residential or commercial units in the area is at least 40 years

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of units that are 40 years of age or older to be a contributing factor regardless of their condition. Note the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

Within the study area there is a total of 36 structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, and reviewing older documents, as well as, a land survey completed on the entire site, the following breakdown was determined:

- 25 (69.4%) units were determined to be 40 years of age or older
- 11 (30.6%) units were determined to be less than 40 years of age

	Number of Structures	Construction date	Age	Cummulative Age
	25	1942	74	1850
	5	2013	3	15
	3	2014	2	6
	1	2015	1	1
	1	2016	0	0
	1	1996	20	20
Total Cummulative	36			1892
Average Age				52.55555556

Average Age of Structures is a contributing factor.

Existence of Conditions endangering life or property due to fire or other causes

As mentioned earlier, the entire Cornhusker Army Ammunition Plant site is considered a hazardous area regarding ground water contamination. The actual contamination plume is under the study area, see Figure 5. In addition, the plume has caused restrictions for potable domestic wells within the entire former ammunition plant site and beyond to be put into place.

The groundwater is contaminated with several dangerous materials including RDX, a dangerous carcinogen, which was used in the manufacture of explosive devices during the life of the ammunition plant and is extremely unsafe to humans and other animals. Figure 5 indicates the study area in 1997 was directly over one of the most contaminated areas of CAAP.

Based upon the field analysis, there are sufficient elements present to meet the definition of dangerous conditions within the Study Area.

Substandard Summary

Nebraska State Statute requires that “...an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, **age** or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or **the existence of conditions which endanger life or property by fire and other causes**, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;”

This Study Area in Grand Island meets the definition of Substandard as defined in the Revised Nebraska State Statutes.

FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA – PLATTE INDUSTRIAL PARK

This Blight Study Area has several items contributing to the Blight and Substandard Conditions. These conditions include:

Blighted Conditions

- **Former Defense Site**
- **Existence of structures over 40 years of age**
- **Substantial number of Deteriorating Structures**
- **Deterioration of site or other improvements**
- **Insanitary and Unsafe Conditions**
- **Dangerous conditions to life or property due to fire or other causes**
- **Combination of factors which are impairing and/or arresting sound growth**
- **Stable or decreasing population based on the last two decennial censuses**

Substandard Conditions

- **Former Defense Site**
- **Average age of the structures in the area is at least forty years**
- **Dangerous conditions to life or property due to fire or other causes**



City of Grand Island

Tuesday, December 27, 2016

Council Session

Item I-1

#2016-316 - Consideration of Approving the One & Six Year Street Improvement Plan

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

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

RESOLUTION 2016-316

WHEREAS, the Regional Planning Commission, after public notice having been published in one issue of the Grand Island Independent, and such notice also having been posted in at least three places in areas where it was likely to attract attention, conducted a public hearing on December 7, 2016, on the One and Six Year Street Improvement Plan for the City of Grand Island; and

WHEREAS, at the December 7, 2016 public hearing, the Regional Planning Commission approved the One and Six Year Street Improvement Plan 2017-2022, and recommended that such program be approved by the City Council; and

WHEREAS, the Grand Island City Council, after public notice having been published in one issue of the Grand Island Independent, and such notice also having been posted in at least three places in areas where it was likely to attract attention, conducted a public hearing on December 27, 2016, on the One and Six Year Street Improvement Plan for the City of Grand Island; and

WHEREAS, this Council has determined that the One and Six Year Street Improvement Program as set out in Exhibit "A" should be adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the One and Six Year Street Improvement Program 2017-2022, based on priorities of needs and calculated to contribute to the orderly development of city streets, and identified as Exhibit "A", is hereby approved and adopted by this Council.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 27, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 23, 2016	☐ City Attorney



CITY LIMIT BOUNDARY
1 YEAR PROJECTS
6 YEAR PROJECTS

SCALE: 1" = 6000'
DATE: NOVEMBER 2016
DRAWN BY: KJK
APPVD. BY: PUBLIC WORKS

2017 CITY OF GRAND ISLAND 1 & 6 YEAR STREET IMPROVEMENT PLAN



City of Grand Island

Tuesday, December 27, 2016

Council Session

Item I-2

#2016-317 - Consideration of Approving Tap Fees for Sanitary Sewer District No. 530T

This item relates to the aforementioned Board of Equalization item D-2.

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

RESOLUTION 2016-317

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Sanitary Sewer District No. 530T, after due notice having been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district 530T to be the total sum of \$2,739,238.22, with credits of \$20,887.75 for a revised tap fee total of \$2,718,350.47; and

Such benefits are equal and uniform; and

According to the area of the respective lots, tracts, and real estate within such Sanitary Sewer District No. 530T, such benefits are the sums set opposite the several descriptions as follows:

Sanitary Sewer District No. 530T - Assessments

Parcel #	Owner	Legal	Sub-Total	Tap Fee Previously Paid	Tap Fee Owed
400217198	Larry J & Karen L Knuth	ALDA TWP PT NW 1/4 NE 1/4 12-10-10 39 AC	\$ 7,379.12	\$ -	\$ 7,379.12
400217201	Larry J & Karen L Knuth	ALDA TWP PT NE 1/4 NW 1/4 NE 1/4 12-10-10 1 AC	\$ 184.32	\$ -	\$ 184.32
400217244	Jim C & Kathy L Rathman	ALDA TWP PT NE 1/4 NW 1/4 12-10-10 40 AC	\$ 6,695.75	\$ -	\$ 6,695.75
400495510	Jim C & Kathy L Rathman	ALDA TWP SE 1/4 NW 1/4 & NE 1/4 SW 1/4 12-10-10 80 AC	\$ 15,227.41	\$ -	\$ 15,227.41
400217279	Arthur P & Geraldine Stelk Living Rev Trust	ALDA TWP N 55 AC W 1/2 NW 1/4 12-10-10 55 AC	\$ 9,234.59	\$ -	\$ 9,234.59
400217236	Lawney L Rathman Trustee	ALDA TWP XC 5.37 AC STATE SE 1/4 NE 1/4 12-10-10 34.63 AC	\$ 215,084.34	\$ -	\$ 215,084.34
400217228	Lawney L Rathman Trustee	ALDA TWP SW 1/4 NE 1/4 12-10-10 40 AC	\$ 18,023.81	\$ -	\$ 18,023.81
400217309	Lawney L Rathman Trustee	ALDA TWP XC 13.84 AC STATE E 1/2 SE 1/4 12-10-10 66.16 AC	\$ 405,092.79	\$ -	\$ 405,092.79
400217341	Lawney L Rathman Trustee	ALDA TWP S 30 AC NW 1/4 SE 1/4 2-10-10 30 AC	\$ 14,667.61	\$ -	\$ 14,667.61
400217295	Lawney L Rathman Trustee	ALDA TWP PT N 1/2 N 1/2 NW 1/4 SE 1/4 12-10-10 9.50 AC	\$ 3,895.55	\$ -	\$ 3,895.55
400217252	Norman Niel & Shirley Stelk	ALDA TWP S 25 AC W 1/2 NW 1/4 12-10-10 25 AC	\$ 4,015.16	\$ -	\$ 4,015.16
400217260	Norman Niel & Shirley Stelk	ALDA TWP W 1/2 SW 1/4 12-10-10 80 AC	\$ 13,388.36	\$ -	\$ 13,388.36
400217325	Curt & Christine Smith	ALDA TWP PT E 1/2 E 1/2 SW 1/4 SE 1/4 12-10-10 9 AC	\$ 4,171.56	\$ -	\$ 4,171.56
400217368	Curt & Christine Smith	ALDA TWP PT SW 1/4 SE 1/4 132' X 300' 12-10-10 1 AC	\$ 348.04	\$ -	\$ 348.04
400217317	Bence Family, LLC c/o Arlyn Uhrmacher Mngr	ALDA TWP PT SW 1/4 SE 1/4 12-10-10 30 AC	\$ 13,191.01	\$ -	\$ 13,191.01

Approved as to Form ☐ _____
December 23, 2016 ☐ City Attorney

400217287	Bence Family, LLC c/o Arlyn Uhrmacher Mngr	ALDA TWP SE 1/4 SW 1/4 12-10-10 40 AC	\$ 7,606.74	\$ -	\$ 7,606.74
400217376	Kirby Kay Smith	ALDA TWP PT NE 1/4 NE 1/4 XC 5.57 AC STATE 13-10-10 18.04 AC	\$ 124,507.34	\$ -	\$ 124,507.34
400389657	Kirby Kay Smith	ALDA TWP PT N 1/2 NE 1/4 13-10-10 59.27 AC	\$ 127,294.57	\$ -	\$ 127,294.57
400217449	Jan Marie Amundson	ALDA TWP AMUNDSON SUB LT 1	\$ 770.75	\$ -	\$ 770.75
400217392	K Diane Bockmann Trustee	ALDA TWP PT SE 1/4 NE 1/4 13-10-10 1 AC	\$ 14,654.01	\$ -	\$ 14,654.01
400217384	K Diane Bockmann Trustee	ALDA TWP PT S 1/2 NE 1/4 & PT SE 1/4 XC 13.81 AC STATE 13-10-10 148.75 AC	\$ 483,464.88	\$ -	\$ 483,464.88
400418924	Bosselman, Inc.	ALDA TWP PT E 1/2 SE 1/4 13-10-10 25 AC	\$ 166,749.95	\$ -	\$ 166,749.95
400217503	Bosselman, Inc.	ALDA TWP NE 1/4 SW 1/4 SE 1/4 13-10-10 10 AC	\$ 11,641.78	\$ -	\$ 11,641.78
400406772	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB OUTLOT 1 BLK 2	\$ 11,817.47	\$ -	\$ 11,817.47
400406713	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 2 BLK 2	\$ 939.23	\$ -	\$ 939.23
400406721	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 3 BLK 2	\$ 1,206.57	\$ -	\$ 1,206.57
400406748	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 4 BLK 2	\$ 1,243.01	\$ -	\$ 1,243.01
400406756	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 5 BLK 2	\$ 1,027.24	\$ -	\$ 1,027.24
400406764	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 6 BLK 2	\$ 1,173.89	\$ -	\$ 1,173.89
400406683	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 10 BLK 1	\$ 6,852.31	\$ -	\$ 6,852.31
400406675	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 9 BLK 1	\$ 6,221.20	\$ -	\$ 6,221.20
400406659	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 8 BLK 1	\$ 6,196.72	\$ -	\$ 6,196.72
400406640	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB LT 7 BLK 1	\$ 9,860.35	\$ -	\$ 9,860.35
400406691	Bosselman, Inc.	ALDA TWP BOSSELVILLE SUB OUTLOT 1 BLK 1	\$ 272.57	\$ -	\$ 272.57
400406705	Bosselman Pump & Pantry, Inc.	ALDA TWP BOSSELVILLE SUB LT 1 BLK 2	\$ 1,012.13	\$ -	\$ 1,012.13
400406632	Bosselman Motels, Inc.	ALDA TWP BOSSELVILLE SECOND SUB LT 2	\$ 6,593.41	\$ -	\$ 6,593.41
400406624	Bosselman Motels, Inc.	ALDA TWP BOSSELVILLE SECOND SUB LT 1	\$ 16,672.44	\$ -	\$ 16,672.44
400406616	Bosselman Properties, Inc. c/o Fred A Bosselman	ALDA TWP BOSSELVILLE SUB LT 4 BLK 1	\$ 6,335.52	\$ -	\$ 6,335.52
400218437	Boss Truck Shops, Inc.	ALDA TWP BOSSELVILLE THIRD SUB LT 2~	\$ 19,629.81	\$ -	\$ 19,629.81
400406608	Bosselman Energy, Inc. c/o Travis Hasselmann Cont.	ALDA TWP BOSSELVILLE THIRD SUB LT 3~	\$ 38,161.69	\$ -	\$ 38,161.69

400448173	Bosselman Travel Center, Inc.	ALDA TWP BOSSELVILLE THIRD SUB LT 1~	\$ 172,627.14	\$ -	\$ 172,627.14
400217511	Darrell R & Judith I Sutter	ALDA TWP NW 1/4 SW 1/4 SE 1/4 & PT SW 1/4 SW 1/4 SE 1/4 13-10-10 10.30 AC	\$ 11,984.03	\$ -	\$ 11,984.03
400217465	Dale L & Marilyn Bockman	ALDA TWP SE 1/4 SW 1/4 13-10-10 40 AC	\$ 34,360.28	\$ -	\$ 34,360.28
400218445	Dale & Marilyn Bockman	ALDA TWP PT LT 2 & ALL LT 3 24-10-10 100.33 AC	\$ 87,062.07	\$ -	\$ 87,062.07
400209276	Kenneth Clausen c/o Robert Clausen	WASHINGTON TWP XC 2.37 AC HWY SW 1/4 NW 1/4 8-10-9 37.63 AC	\$ 5,965.52	\$ -	\$ 5,965.52
400209330	Kenneth Clausen c/o Robert Clausen	WASHINGTON TWP PT W 1/2 SW 1/4 XC 8.32 AC HWY XC 2.28 AC HWY 8-10-9 67.40 AC	\$ 12,711.77	\$ -	\$ 12,711.77
400460432	Kenneth Clausen c/o Robert Clausen	WASH TWP RIVER SUB LT 1	\$ 272.28	\$ -	\$ 272.28
400209322	Robert H Clausen Life Estate, Kenneth Clausen	WASHINGTON TWP PT E 1/2 SW 1/4 XC .06 AC HWY & N 16.5' OF NW 1/4 SW 1/4 8-10-9 80.44 AC	\$ 14,224.16	\$ -	\$ 14,224.16
400209551	Carline A Denman Trustee	WASHINGTON TWP XC 2 AC PT NW 1/4 NW 1/4 XC 8.54 AC HWY W 1/2 LT 4 & W 1/2 SW 1/4 NW 1/4 XC .33 AC HWY 17-10-9 70.25 AC	\$ 282,385.26	\$ -	\$ 282,385.26
400460017	Kuehner Farms, Inc.	WASHINGTON TWP PT NE 1/4 NW 1/4 100' X 300' 17-10-9 .69 AC	\$ 18,218.65	\$ -	\$ 18,218.65
400209543	Kuehner Farms, Inc.	WASHINGTON TWP PT NE 1/4 NW 1/4 & E 1/2 LT 4 & E 1/2 SW 1/4 NW 1/4 17-10-9 84 AC	\$ 247,769.65	\$ -	\$ 247,769.65
400209535	Kuehner Farms, Inc. c/o D Janssen	WASHINGTON TWP PT LT 3 17-10-9 55 AC	\$ 26,535.29	\$ -	\$ 26,535.29
400210703	Design Flite, Inc.	WASHINGTON TWP FIRESIDE INTERSTATE PLAZA SECOND SUB LT 1	\$ 22,617.11	\$20,887.75	\$ 1,729.37

TOTALS: \$2,739,238.21 \$20,887.75 \$2,718,350.47

BE IT FURTHER RESOLVED that the special benefits as determined by this resolution shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103, R.R.S. 1943. A connection fee in the amount of the above benefit accruing to each property in the district shall be paid to the City of Grand Island prior to the time such property becomes connected to the sanitary sewer. No property benefited as determined by this resolution shall be connected to the sanitary sewer main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

- - -

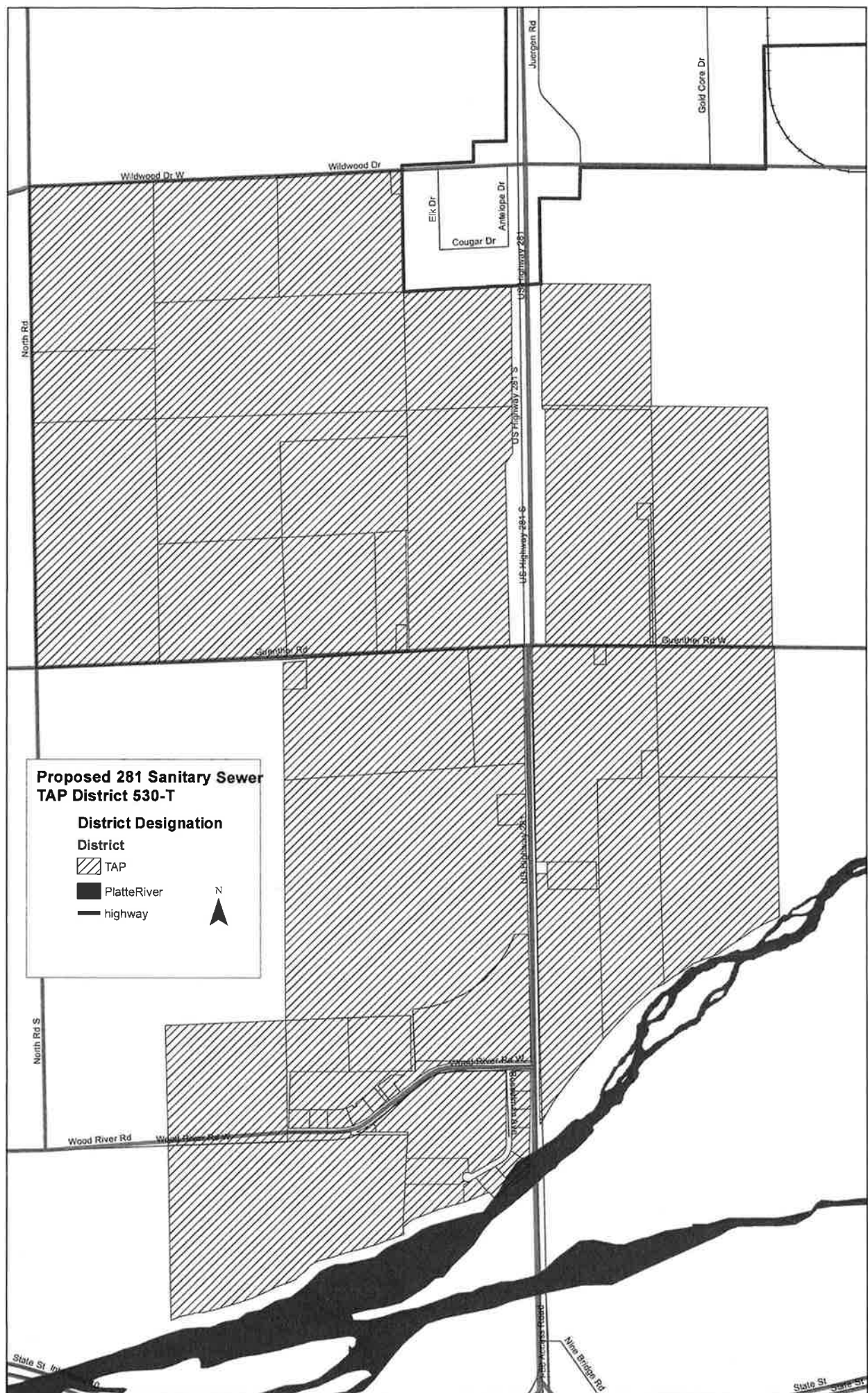
- 3 -

Adopted by the City Council of the City of Grand Island, Nebraska, December 27, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, December 27, 2016

Council Session

Item I-3

#2016-318 – Consideration of Approving the Purchase of 40 Tasers from TASER International, Inc. as Sole Source Provider

Staff Contact: Robert Falldorf, Police Chief

Council Agenda Memo

From: Robert Falldorf, Police Chief

Meeting: December 27, 2016

Subject: Approving the purchase of Tasers for the Police Department.

Presenter(s): Robert Falldorf, Police Chief

Background

The Police Department is currently using the X26 model Taser, manufactured by TASER International. This specific model will become obsolete beginning January 1, 2017 and TASER International will no longer sell, service, or warranty the X26 Taser. The Police Department would like to replace the obsolete X26 Taser's with the new X26P version manufactured and distributed through TASER International, a Sole Source Provider.

Discussion

The Police Department currently has thirty-eight (38) X26 model Tasers in service that our officers carry as an intermediate weapon. These Tasers are manufactured and distributed by TASER International, a Sole Source Provider of Tasers in the Public Service industry. The X26 model Tasers will become obsolete after January 1, 2017 and will no longer be sold, serviced, or warranted by TASER International. The majority of the Police Department's X26 Tasers are old and worn out and in need of being replaced.

The Police Department contacted TASER International inquiring about a replacement option for the obsolete X26 Taser model and were advised that they will be replaced by the new and improved X26P model. The Police Department determined that they will need forty (40) new Tasers to replace the obsolete models. TASER International informed the Police Department of a program referred to as their Taser 60 Plan. This plan would allow the Police Department to receive all needed forty (40) X26P model Tasers immediately upon signature of their provided quote and allow the Police Department to pay for the forty (40) Tasers over a five (5) year period, interest free. The Police Department did confirm with TASER International that the cost of these Tasers would be the same over the five (5) year time period as they would be if we purchased them all up front (confirmed no additional fees or interest charged for using Taser 60 Plan).

All of the forty (40) Tasers would also be covered under an extended warranty, which would cover them for the entire length of the agreement (five years).

The initial total cost over the five (5) years, or Taser 60 Plan agreement, would be \$49,588. This cost includes \$588 for shipping and handling and also includes a credit or discount back to the Police Department of \$3,800 for trade in of our current thirty-eight (38) X26 Tasers (\$100 credit or discount per Taser). This discount will be credited to the 1st year payment under the agreement for a total 1st year payment of \$6,232 (\$10,560 minus the discount of \$3,800). Yearly payments for years 2 through 5 will be \$10,560.

The Police Department is also requesting to have TASER International designated as the Sole Source Provider for Tasers sold to our department. TASER International is the only manufacturer and distributor of Tasers that meet our needs and specifications. Included in the Council packet is the Sole Source Provider letter from TASER International.

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/purchase agreement (Taser 60 Plan) for forty (40) Tasers for the Police Department from TASER International and also approve the designation of TASER International as the Sole Source Provider of Tasers for the Police Department.

Sample Motion

Move to approve the quote/purchase agreement for forty (40) Tasers for the Police Department and the designation of TASER International as the Sole Source Provider of Tasers for the Police Department.

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: (480) 378-6152

Wade Bentley
(308) 385-5400
(308) 385-5410
wbentley@gipolice.org



Quotation

Quote: Q-92524-2

Date: 12/19/2016 12:29 PM

Quote Expiration: 12/31/2016

Contract Start Date*: 12/1/2016

Contract Term: 5 years

AX Account Number:

107609

Bill To:
Grand Island Police Dept.
131 S. LOCUST
Grand Island, NE 68801
US

Ship To:
Wade Bentley
Grand Island Police Dept.
131 S. LOCUST
Grand Island, NE 68801
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jason Maxwell	(480) 502-6201	jmaxwell@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Initial Payment - Taser 60 Year 1

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
38	85181	TASER 60 YEAR 1 PAYMENT: X26P BASIC	USD 264.00	USD 10,032.00	USD 3,800.00	USD 6,232.00
38	11003	HANDLE, YELLOW, CLASS III, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
38	11010	XPPM, BATTERY PACK, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
38	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
76	44203	CARTRIDGE - 25' HYBRID	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	85181	TASER 60 YEAR 1 PAYMENT: X26P BASIC	USD 264.00	USD 528.00	USD 0.00	USD 528.00
2	11003	HANDLE, YELLOW, CLASS III, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	11010	XPPM, BATTERY PACK, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
42	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6	11504	HOLSTER, BLACKHAWK, LEFT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4	44203	CARTRIDGE - 25' HYBRID	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Initial Payment - Taser 60 Year 1 Total Before Discounts:						USD 10,560.00
Initial Payment - Taser 60 Year 1 Discount:						USD 3,800.00
Initial Payment - Taser 60 Year 1 Net Amount Due:						USD 6,760.00

Taser 60 Year 2 - 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
38	85182	TASER 60 YEAR 2 PAYMENT: X26P BASIC	USD 264.00	USD 10,032.00	USD 0.00	USD 10,032.00
2	85182	TASER 60 YEAR 2 PAYMENT: X26P BASIC	USD 264.00	USD 528.00	USD 0.00	USD 528.00
Taser 60 Year 2 - 2017 Total Before Discounts:						USD 10,560.00
Taser 60 Year 2 - 2017 Net Amount Due:						USD 10,560.00

Taser 60 Year 3 - 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
38	85183	TASER 60 YEAR 3 PAYMENT: X26P BASIC	USD 264.00	USD 10,032.00	USD 0.00	USD 10,032.00
2	85183	TASER 60 YEAR 3 PAYMENT: X26P BASIC	USD 264.00	USD 528.00	USD 0.00	USD 528.00
Taser 60 Year 3 - 2018 Total Before Discounts:						USD 10,560.00
Taser 60 Year 3 - 2018 Net Amount Due:						USD 10,560.00

Taser 60 Year 4 - 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
38	85184	TASER 60 YEAR 4 PAYMENT: X26P BASIC	USD 264.00	USD 10,032.00	USD 0.00	USD 10,032.00
2	85184	TASER 60 YEAR 4 PAYMENT: X26P BASIC	USD 264.00	USD 528.00	USD 0.00	USD 528.00
Taser 60 Year 4 - 2019 Total Before Discounts:						USD 10,560.00
Taser 60 Year 4 - 2019 Net Amount Due:						USD 10,560.00

Taser 60 Year 5 - 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
38	85185	TASER 60 YEAR 5 PAYMENT: X26P BASIC	USD 264.00	USD 10,032.00	USD 0.00	USD 10,032.00
2	85185	TASER 60 YEAR 5 PAYMENT: X26P BASIC	USD 264.00	USD 528.00	USD 0.00	USD 528.00
Taser 60 Year 5 - 2020 Total Before Discounts:						USD 10,560.00
Taser 60 Year 5 - 2020 Net Amount Due:						USD 10,560.00

Subtotal	USD 49,000.00
Estimated Shipping & Handling Cost	USD 588.00
Grand Total	USD 49,588.00

TASER 60 Sales Terms and Conditions

This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <http://www.taser.com/legal>, and the terms and conditions of TASER's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's Master Services and Purchasing Agreement posted at <http://www.taser.com/legal>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:

Date:

Name (Print):

Title:

PO# (if needed):

Quote: Q-92524-2

Please sign and email to Jason Maxwell at jmaxwell@taser.com or fax to (480) 378-6152

THANK YOU FOR YOUR BUSINESS!

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17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.TASER.com

January 4, 2016

To: United States state, local and municipal law enforcement agencies

Re: Sole Manufacturer Letter for TASER International, Inc.'s Conducted Electrical Weapons, on-Officer Cameras, and Evidence.com Data Management Solutions

TASER International, Inc. (TASER), is the sole manufacturer for TASER brand conducted electrical weapons (CEWs) and Axon brand products. TASER is also the sole distributor of all Axon brand products in the USA and the sole distributor of all TASER brand products in the States of AR, CT, DE, FL, GA, HI, IA, IL, IN, KS, LA, MA, MD, ME, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, TX, VA, VI, VT, WI, WV, and the District of Columbia. TASER is also the sole developer and offeror of the Evidence.com data management services.¹

TASER CEW Descriptions

X2 CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart cartridges only

X26P CEW

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch

¹ Evidence.com is both a division of TASER and a data management product solution offered by TASER. Evidence.com is not a separate corporate entity.



- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

TASER Brand CEW Model Numbers

1. Conducted Electrical Weapons (CEWs):
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for CEWs:
 - X2 - 4-year extended warranty, item number 22014
 - X26P - 2-year extended warranty, item number 11008
 - X26P - 4-year extended warranty, item number 11004
3. TASER standard cartridges (compatible with the X26P; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 34200
 - 21-foot Model: 44200
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 44203
 - 35-foot Model: 44206
4. TASER Smart Cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
 - 15-foot Model: 22150
 - 25-foot Model: 22151
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
 - 35-foot Model: 22152
 - Inert Smart Cartridge Model: 22153
5. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 CEWs.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
6. Power Modules (Battery Packs) for X26P and X2 CEWs:
 - Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
7. TASER Dataport Download Kits:

- Dataport Download Kit for the X2 and X26P Model: 22013
- 8. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
- 9. Conductive Target front Model 80000 and Conductive Target back, Model 80001
- 10. TASER Simulation Suit II Model 44550

TASER Digital Evidence Solution Description

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to two-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet Camera

- In-car camera with the technological advantages of the Axon Body 2 camera
- Flexible mount that enables pointing the camera in multiple directions
- Automatic transition from buffering to event mode in an emergency vehicle equipped with the Axon Signal Unit

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to seven-minute pre- and post-event buffering period
- Upload to Evidence.com services

Axon Flex Camera (DVR)

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones to alert user of usage
- High, medium, and low quality recording available (customizable by the agency)
- 30-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available

Axon Flex Controller

- 12+ hours of battery operation per shift (even in recording mode)

- LED lights to show current battery level and operating mode
- Tactical beveled button design for use in pocket
- Available with Axon Signal technology

Axon Body Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones to alert user of usage
- High, medium, and low quality recording available (customizable by the agency)
- 30-second buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Tactical beveled button design for use in pocket
- 130-degree lens

Axon Dock

- Automated docking station uploads to Evidence.com services through Internet connection
- No computer necessary for secure upload to Evidence.com
- Charges and uploads simultaneously

Axon Dock 2

- For use with the Axon Body 2 camera
- Automated docking station uploads to Evidence.com services through Internet connection
- No computer necessary for secure upload to Evidence.com
- Charges and uploads simultaneously

Evidence.com Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within 7 days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Evidence.com via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Evidence.com is protected from local malware that may penetrate agency infrastructure
- Stability: TASER International is a publicly traded company with stable finances and funding, reducing

- concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Evidence.com and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search seven fields in addition to five category-based fields, create cases for multiple evidence files

Evidence.com for Prosecutors

- All the benefits of the standard Evidence.com services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Evidence.com services
- Unlimited storage for data collected by Axon cameras and Evidence Mobile

Axon Capture Application

- Free app for IOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Evidence.com account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon View Application

- Free app for IOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, or Axon Flex camera in real-time
- Allows for playback of videos stored on a paired Axon Body Axon Body 2, or Axon Flex system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

TASER Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

TASER Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



TASER Axon Brand Model Numbers

1. Axon Body 2 Camera Model: 74001
2. Axon Fleet Camera Model: 74001
3. Axon Signal Unit Model: 70112
4. Axon Body Camera Model: 73002 (Includes 73078, 73077, 73004)
5. Axon Body Camera Mounts:
 - Standard Alligator Clip Holster Model: 73075
 - Mini Alligator Clip Holster Model: 73076
 - Belt Clips Model: 73077
 - Bolted Z-Bracket Holster Model: 73078
 - VELCRO Z-Bracket Holster Model: 73079
 - Pocket Mount Holster Model: 73089
6. Axon Body camera full solution kit Model: 73066 (includes several Axon mounts and an iPod touch mobile digital device)
7. Axon Flex Kit Model: 73030 (Includes 73000, 73001, 73005, and 73004)
8. Axon Flex Controllers:
 - Axon Flex Controller Model: 73001
 - Axon Flex Controller with Axon Signal Technology Model: 70115
9. Axon Flex USB Sync Cable/Wall Charger Model: 73004
10. Axon Flex Controller Holsters:
 - Standard Uniform Clip Model: 7300
 - Mini Alligator Clip Model: 73035
 - Belt Clips Model: 73036
11. Axon Flex Camera Mounts:
 - Clip for Oakley Flak Jacket Glasses Model: 73008
 - Collar/Cap/Versatile Mount Model: 73009
 - Epaulette Mount Model: 73011
 - Helmet Mount Model: 73013
 - Low-rider Headband Medium Model: 73010
 - Low-rider Headband Large Model: 73058
 - Ballistics Vest Mount Model: 73059
 - Ratchet Collar Mount Model: 73088
 - Shoei Ratchet Helmet Mount Model: 73090
 - HJC Ratchet Helmet Mount Model: 73091
12. Axon Flex Cables:
 - Straight To Right Angle 18" (45.7 cm) Model: 73022
 - Straight To Right Angle 36" (91.4 cm) Model: 73005
 - Straight To Right Angle 48" (122 cm) Model: 73023
 - Straight Angle to Right Angle 36" (91.4 cm) Coiled Model: 73067
 - Straight Angle to Right Angle 48" (122 cm) Coiled Model: 73060

13. Axon Dock Models:

- Axon Dock – Individual Bay and Core for Axon Flex and Axon Body Model: 70023
- Axon Dock – 6-Bay and Core for Axon Flex and Axon Body Model: 70026
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Individual Bay for Axon Flex and Axon Body Model: 70028
- Wall Mount Bracket Assembly for Axon Flex and Axon Body Model: 70033
- Axon Dock 2 – Individual Bay and Core for Axon Body 2 Model 74009
- Axon Dock 2 – 6-Bay and Core for Axon Body 2 Model 74008
- Individual Bay for Axon Body 2 Model: 74011

TASER Product Packages

1. Officer Safety Plan: includes a CEW, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.

Please contact your local TASER sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner
Executive Vice President, North American Sales
TASER International, Inc.

Android is a trademark of Google, Inc., Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc., iPod touch is a trademark of Apple Inc., iOS is a trademark of Cisco, Shoei is a trademark of Shoei Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

▲, ▲ AXON, Axon, Axon Body, Axon Body 2, Axon Capture, Axon Fleet, Axon Flex, Axon Interview, Axon Signal, Axon View, Evidence.com, Smart Cartridge, Trilogy, TASER CAM, X2, X26P, TASER, and Ⓢ are trademarks of TASER International, Inc., some of which are registered in the US and other countries. For more information, visit www.taser.com/legal. All rights reserved. © 2016 TASER International, Inc.

RESOLUTION 2016-318

WHEREAS, The Grand Island Police Department is in need of replacing thirty-eight (38) obsolete model X26 Tasers carried as intermediate weapons by its officers; and

WHEREAS, The Police Department has determined that it needs forty (40) new X26P Tasers for rotation with current sworn officer strength; and

WHEREAS, The Police Department purchases its Tasers through TASER International, which is a Sole Source Provider of the Tasers to Public Safety agencies; and

WHEREAS, The Police Department would like to complete the purchase of the forty (40) new X26P Tasers on a five (5) year purchase agreement through TASER International (known as the Taser 60 Plan), with no additional interest or fees charged on the agreement and a total five (5) year cost of \$49,588; and

WHEREAS, The Police Department would like to have TASER International designated as a Sole Source Provider of Tasers for the Grand Island Police Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the five (5) year purchase agreement with TASER International for the purchase of forty (40) new X26P Tasers for a total amount of \$49,588, and to designate TASER International as the Sole Source Provider of Tasers for the Grand Island Police Department.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 27, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
December 23, 2016	▣ City Attorney



City of Grand Island

Tuesday, December 27, 2016

Council Session

Item J-1

Approving Payment of Claims for the Period of December 14, 2016 through December 27, 2016

The Claims for the period of December 14, 2016 through December 27, 2016 for a total amount of \$4,994,397.41. A MOTION is in order.

Staff Contact: Renae Griffiths