
City of Grand Island



Tuesday, October 24, 2017
Council Session Packet

City Council:

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

Mayor:

Jeremy L. Jensen

City Administrator:

Marlan Ferguson

City Clerk:

RaNae Edwards

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

Call to Order

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

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

Invocation - Father Jim Golka, St. Mary's Cathedral, 204 South Cedar Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item E-1

Public Hearing on Acquisition of Utility Easement - 111 E. 4th Street - LaMexicana

Council action will take place under Consent Agenda item G-8.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: October 24, 2017

Subject: Acquisition of Utility Easement – 111 East 4th Street – LaMexicana, 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 utility easement relative to the property of LaMexicana, Inc., through a part of Lot Two (2), Block Forty Three (43) in the Original Town, now City of Grand Island, Hall County, Nebraska (111 East 4th Street), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

The referenced property is located at 4th and Pine Streets. The existing business is remodeling and enlarging their electrical service. This easement will allow the Utilities Department to extend, operate and maintain an underground power line and a pad-mounted transformer to serve the property.

Alternatives

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

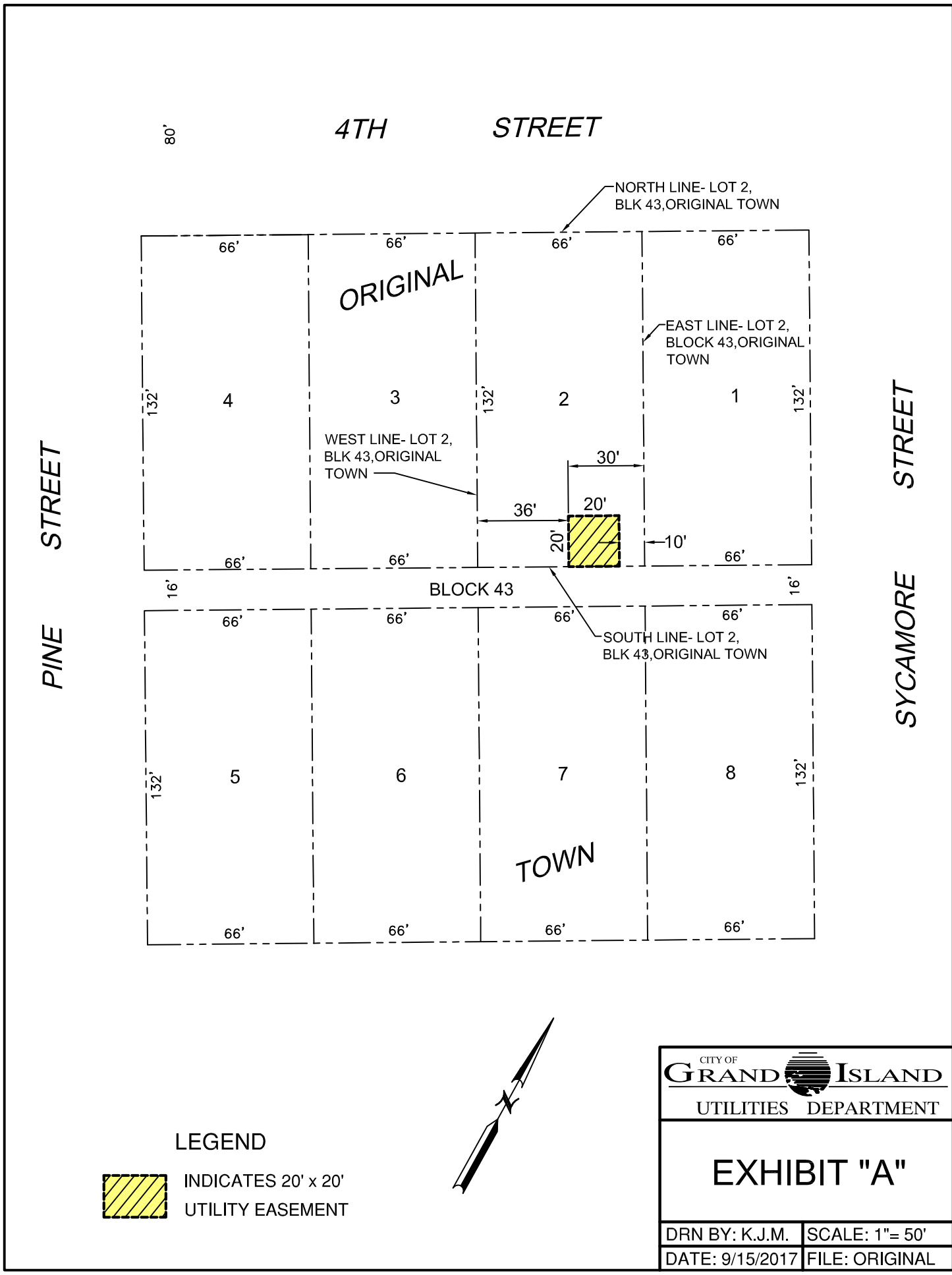
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

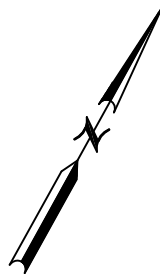
Move to approve acquisition of the Utility Easement.



LEGEND



INDICATES 20' x 20'
UTILITY EASEMENT



CITY OF GRAND ISLAND	
UTILITIES DEPARTMENT	
EXHIBIT "A"	
DRN BY: K.J.M.	SCALE: 1"= 50'
DATE: 9/15/2017	FILE: ORIGINAL



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item E-2

Public Hearing on Acquisition of Utility Easement - the Southerly Side of 2311 One-R Road - DMBG Investments, LLC

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: October 24, 2017

Subject: Acquisition of Utility Easement – the Southerly side of
2311 One-R Road – DMBG Investments, LLC

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 utility easement relative to the property of DMBG Investments, LLC, located through a part of the Northwest Quarter (N ¼), Section Twenty (20), Township Twelve (12) North, Range Nine (9) West of the 6th P.M., in Hall County, Nebraska (the southerly side of 2311 One-R Road), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

A large rural subdivision is being developed in Hall County within the Grand Island Utilities Department's Electrical Service Area. The proposed easement will allow the department to extend, operate and maintain power lines for irrigation wells and homesteads in the area.

Alternatives

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

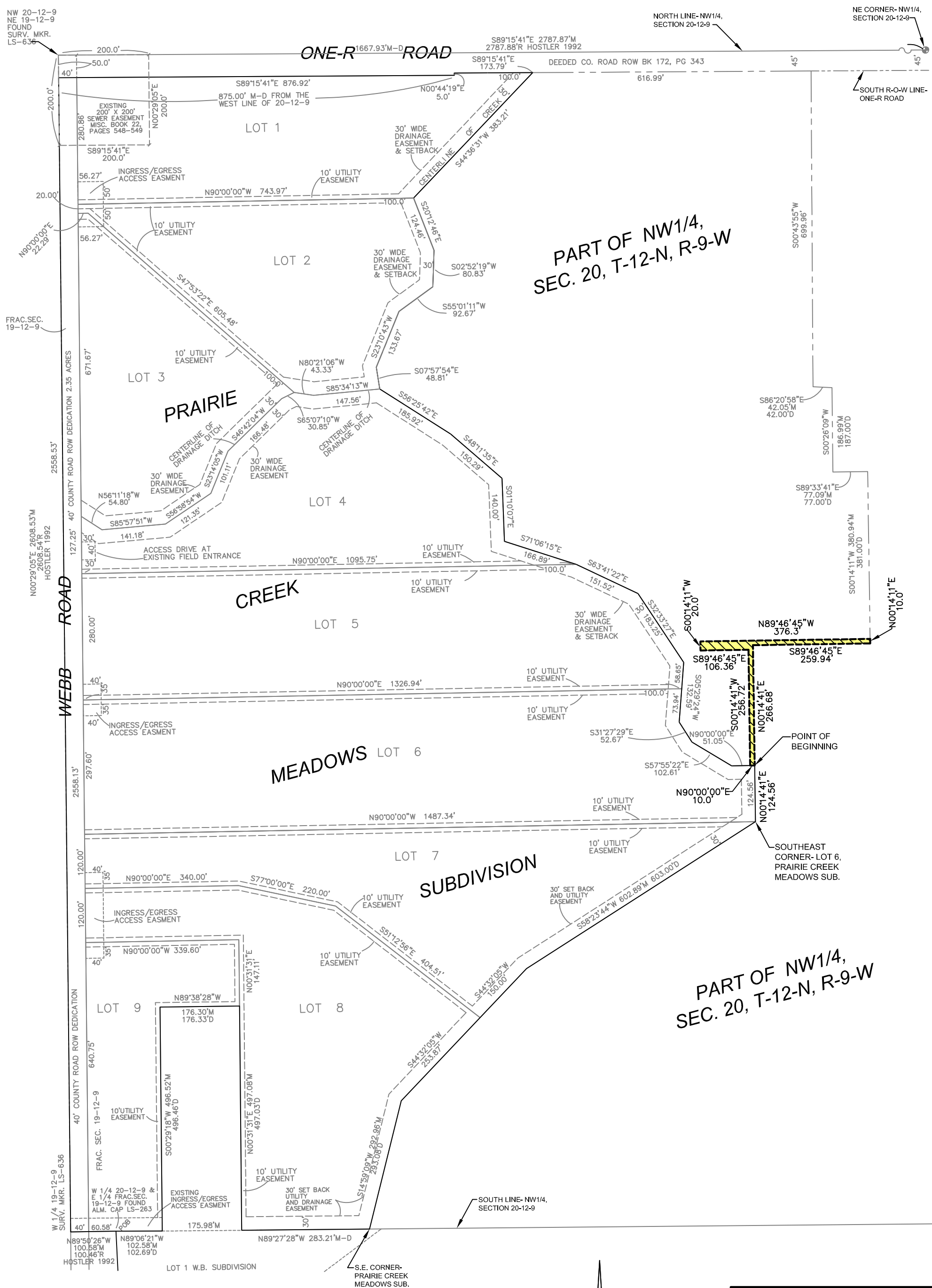
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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.





City of Grand Island

Tuesday, October 24, 2017

Council Session

Item E-3

Public Hearing on Acquisition of Utility Easement - 1700 W. Stolley Park Road - Hall County School Dist. 2

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: October 24, 2017

Subject: Acquisition of Utility Easement – 1700 W. Stolley Park Road – Hall County School District 2

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 utility easement relative to the property of Hall County School District 2, located through a part of Lot Ninety Three (93) and Lot Ninety Four (94) Haggess Subdivision, in the City of Grand Island, Hall County, Nebraska (1700 W. Stolley Park Road), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

The Grand Island Public School system is in the process of constructing a new elementary school. The requested easement will allow the Utilities Department to extend, operate and maintain the high-voltage underground power lines and a pad-mounted transformer which will provide service to the building and grounds.

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

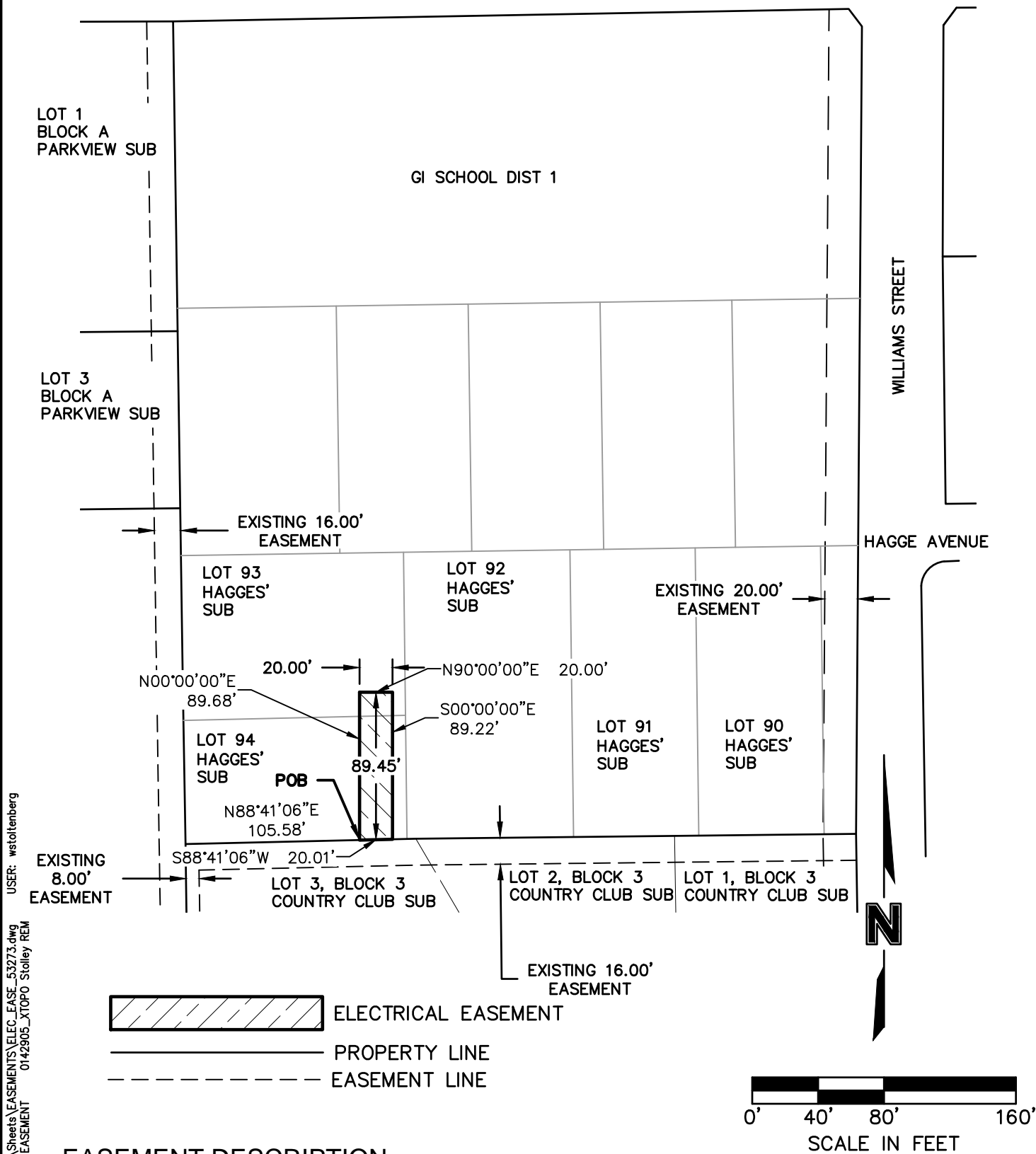
City Administration recommends that the Council approve the resolution for the acquisition of the easement for one dollar (\$1.00).

Sample Motion

Move to approve acquisition of the Utility Easement.

ELECTRICAL EASEMENT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

STOLLEY PARK ROAD



EASEMENT DESCRIPTION

AN ELECTRICAL EASEMENT CONSISTING OF PART OF LOT 93 AND 94, HAGGES' SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING THE THE SOUTHWEST CORNER OF LOT 94 HAGGES' SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N88°41'06"E, ALONG THE SOUTH LINE OF SAID LOT 94, A DISTANCE OF 105.58 FEET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N00°00'00"E, A DISTANCE OF 89.68 FEET; THENCE N90°00'00"E, A DISTANCE OF 20.00 FEET; THENCE S00°00'00"E, A DISTANCE OF 89.22 FEET TO THE POINT ON THE SOUTH LINE OF SAID LOT 94; THENCE S88°41'06"W, ALONG THE SOUTH LINE OF SAID LOT 94, A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING. SAID ELECTRICAL EASEMENT CONTAINS 1789.07 SQUARE FEET OR .041 ACRES MORE OR LESS.

PROJECT NO:	015-3273
DRAWN BY:	WLS
DATE:	8/17/2017

ELECTRICAL
EASEMENT



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

EXHIBIT
1



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item E-4

Public Hearing on Redevelopment Plan Amendment for CRA Area No. 6 located along Old Lincoln Highway between Carey and Waldo Avenues (Mendez Enterprises)

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: October 24, 2017

Subject: Site Specific Redevelopment Plan for CRA Area 6

Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2008, the Grand Island City Council declared property referred to as CRA Area 6 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation including demolition, landscaping and parking. TIF can also be used for site acquisition, improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

Mendez Enterprise has submitted an application for Tax Increment Financing to aid in the redevelopment of property to acquire and prepare for the construction of one new building and the renovation of several properties commercial properties located along Old Lincoln Highway between Carey Avenue and Waldo Avenue. Staff has prepared a redevelopment plan for this property consistent with the TIF application.

The CRA reviewed the proposed development plan on September 20, 2017 and forwarded it to the Hall County Regional Planning Commission for recommendation at its meeting on October 11, 2017. The CRA also sent notification to the City Clerk of its intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on October 11, 2017. The Planning Commission approved Resolution 2018-03 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved a resolution forwarding the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration.

Discussion

Tonight, Council will hold a public hearing to take testimony on the proposed plan amendment (including the cost benefit analysis that was performed regarding this proposed project) and to enter into the record a copy of the plan amendment that would authorize a redevelopment contract under consideration by the CRA.

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area 6 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for site acquisition, site preparation, rehabilitation of existing buildings, planning activities, public amenities, necessary utility extensions and improvements, and fees associated with the redevelopment project. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as a eligible TIF project and that it will not negatively impact existing services within the community or shift undo additional costs onto the current residents of Grand Island and the impacted school districts. The bond for this project will be issued for a period of 15 years and will end upon final payment of the bond principal and any associated interest. The proposed bond for this project will be issued for the expected TIF proceeds for the 15 year period of \$886,965.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment
Grand Island CRA Area 6
September 2017**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 6 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific infrastructure related project in Area 6.

**Executive Summary:
Project Description**

THE REDEVELOPMENT OF PROPERTY LOCATED ALONG OLD LINCOLN HIGHWAY BETWEEN WALDO AVENUE AND CAREY AVENUE INCLUDING ACQUISITION OF PROPERTY, RENOVATION OF EXISTING BUILDINGS FOR COMMERCIAL AND EDUCATIONAL USES ALLOWED IN THE DISTRICT AND CONSTRUCTION OF NEW BUILDINGS ON VACANT PROPERTY WITHIN THE AREA BY THE DEVELOPER. ELIGIBLE REDEVELOPMENT COSTS ARE ANTICIPATED TO INCLUDE: ACQUISITION OF PROPERTY, RENOVATION OF EXISTING BUILDINGS, SITE PREPARATION, DEMOLITION, UTILITY IMPROVEMENTS, AND PARKING IMPROVEMENTS.

The use of Tax Increment Financing (“TIF”) for this project is to aid in the acquisition of property, demolition and renovation of existing structures, necessary site work and installation of public utilities and street improvements necessary to redevelop this site. The use of TIF makes it feasible to complete all of the phases of the proposed project within the timeline presented. This project could not be completed without the use of TIF.

The acquisition of property, renovation, demolition, site work and construction of all improvements will be paid for by the developer. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the acquisition, site work and remodeling. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2019 towards the allowable costs and associated financing for the acquisition, demolition, renovation and site work as outlined.

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

Property Description (the “Redevelopment Project Area”)

This property is located at the north of the Union Pacific Railroad and south of George Street between Waldo Avenue and Carey Avenue (Not all properties in this area are included in the plan) in central Grand Island including the attached map identifies the subject properties and the surrounding land uses:

Legal Descriptions

PACKER & BARR'S SECOND ADDITION LOTS 4,5, 6 & 7 BLOCK 44, LOTS 8, 9, & 10 BLOCK 39, LOTS 5, 9 & 10 BLOCK 38, LOTS 4,5, 6 & 7 BLOCK 45, WEST'S SECOND SUBDIVISION LOTS 1 & 2, WEST'S SUBDIVISION FRACTIONAL LOT 8, BLOCK 1, LOTS 1,2, FRACTIONAL LOTS 3 & 8 BLOCK 2, VACATED CLARENCE STREET ADJACENT TO LOTS ABOVE AND STREET RIGHT OF WAY FOR OLD LINCOLN HIGHWAY, WALDO AVENUE, GRACE AVENUE, CAREY AVENUE AND GEORGE STREET WHERE THEY ABUT THE PROPERTIES ABOVE.

- **It is anticipated that the tax increment will be captured for the tax years the payments for which become delinquent in years 2020 through 2034 inclusive. Changes to these years may be approved within the TIF agreement.**

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from the construction of new commercial space on this property.

Statutory Pledge of Taxes.

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Redevelopment Project Area shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2019 or such date as stated in an approved TIF agreement.

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

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

Pursuant to Section 18-2150 of the Act, the ad valorem tax so divided is hereby pledged to the repayment of loans or advances of money, or the incurring of any indebtedness, whether funded, refunded, assumed, or otherwise, by the CRA to finance or refinance, in whole or in part, the redevelopment project, including the payment of the principal of, premium, if any, and interest on such bonds, loans, notes, advances, or indebtedness.

Redevelopment Plan Amendment Complies with the Act:

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

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on October 9, 2007.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

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

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

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

a. Land Acquisition:

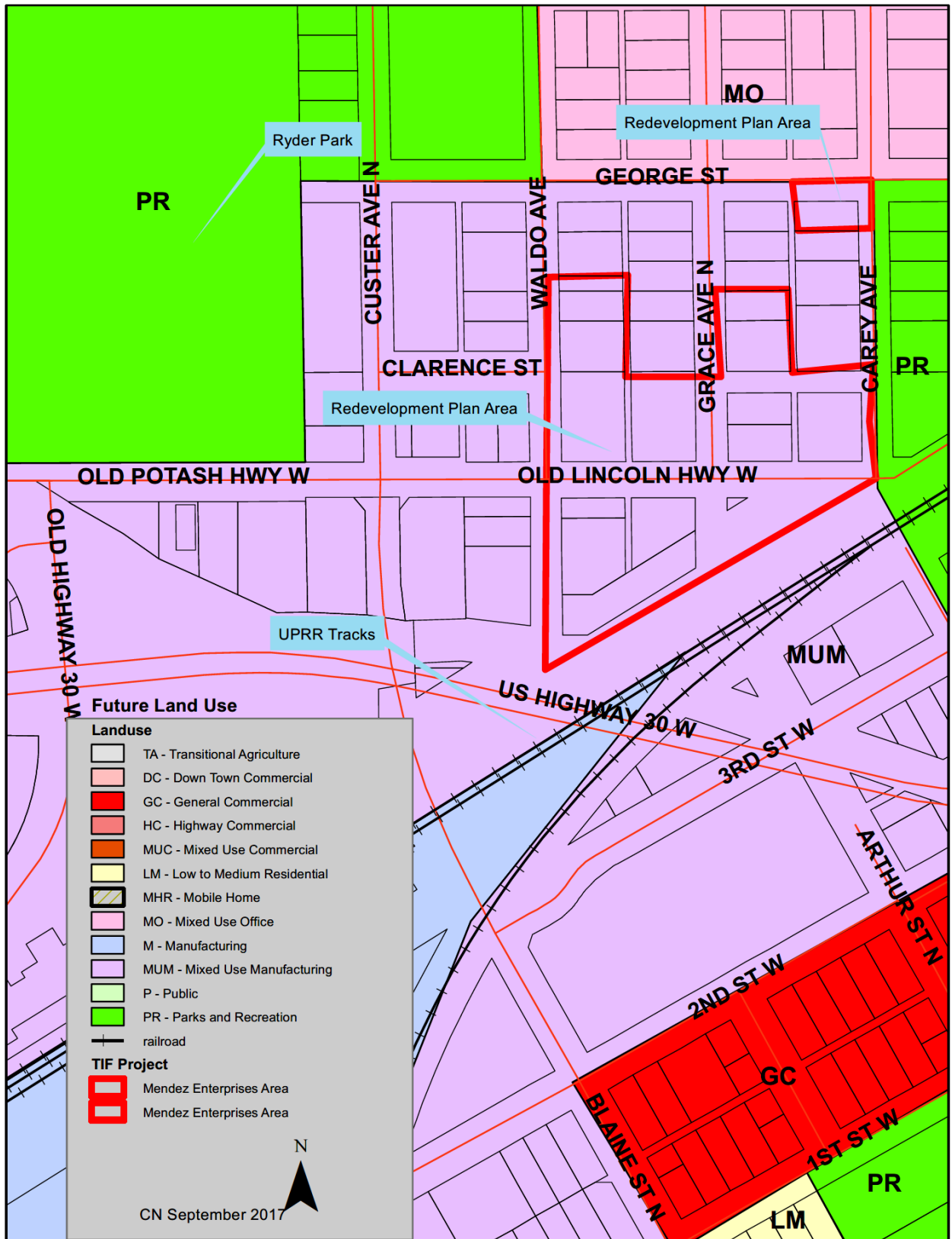
The Redevelopment Plan for Area 6 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority. The applicant will be acquiring the property from the current owner.

b. Demolition and Removal of Structures:

The project to be implemented with this plan does allow for the demolition of structures within the area to provide for new construction.

c. Future Land Use Plan

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



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

The area is zoned M3- Mixed Use Manufacturing zone. No zoning changes are anticipated with this project. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is proposing renovate several structures on the site, move utilities and construct the Sky Zone trampoline center on the subject property in two phases. The property is zoned M3 and could accommodate buildings covering of up to 65% of each property [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. New water and sewer services may be required for this building.

Electric lines will need to be relocated to facilitate this development.

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

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

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

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

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

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

The developer owns some of this property and is proposing to other portions (specifically those owned by Woody's Welding) for redevelopment for \$662,479 in the next year provided that TIF is available for the project as defined. The cost of property acquisition is being included as a TIF eligible expense. Costs for site preparation, rehabilitation, demolition, utility improvements and parking improvements are included as a TIF eligible expenses. It is estimated based on the proposed increased valuation of \$2,830,825 will result in \$886,965 of increment generated over a 15 year period, substantially less than the TIF allowable expenses.

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$886,965 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2022 through December 2034 or as agreed to in the TIF agreement.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

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

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

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan, in that it will allow for the utilization of and redevelopment of commercial lots. This will not significantly impact at this location. New and renovated commercial development will raise property values and provide a stimulus to keep surrounding properties properly maintained. The proposed private education facility will provide opportunities for local youth to enhance their career choices within the community. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions.

8. Time Frame for Development

Development of phase one of this project (including construction of the Sky Zone and educational facility) is anticipated to be completed between November of 2017 and December of 2018. Phase two of the project will begin in 2018 and be completed by the end of 2019. Excess valuation should be available for this project for 15 years beginning with the 2019 and 2020 tax years.

9. Justification of Project

This location along Old Lincoln Highway has been a manufacturing and mixed use commercial center since the earliest days of the City of Grand Island. Several transportation projects including closing the railroad crossing at the east edge of this property and the construction of the Highway 30 overpass have impacted the property in a negative manner cutting it off and blanketing it in shadow. The proposed changes will bring more people into the area and highlight properties that are visible from above while traveling on Highway 30. The cleanup, repairs and new investment in the area will enhance and protect the property values and tax base in this central area of the community.

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

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

Project Sources and Uses. Approximately \$1,187,000 (\$887,000 TIF and \$300,000 Façade) in public funds from tax increment financing and grant funds provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$6,049,495 in private sector financing; a private investment of \$5.09 for every TIF and grant dollar investment by the CRA.

Use of Funds Phase 1.			
Description	TIF Funds	Private Funds	Total
Site Acquisition		\$1,285,000	\$1,285,000
Site preparation	\$155,236	\$587,704	\$742,940
Legal and Plan	\$60,000	\$79,300	\$139,300
Building Costs		\$993,100	\$993,100
Personal Property		\$892,347	\$892,347
Soft Costs		\$487,044	\$487,044
TOTALS	\$215,236	\$4,324,495	\$4,539,731

Use of Funds Phase 2			
Description	TIF Funds	Private Funds	Total
Site Acquisition	\$662,429		\$662,429
Site preparation		\$239,400	\$239,400
Legal and Plan	\$9,300		\$9,300
Building Costs		\$474,000	\$474,000
Personal Property		\$1,060,443	\$1,060,443
Soft Costs		\$251,157	\$251,157
TOTALS	\$671,729	\$2,025,000	\$2,696,729

Use of Funds Total			
Description	TIF Funds	Private Funds	Total
Phase 1	\$215,236	\$4,324,495	\$4,539,731
Phase 2	\$671,729	\$2,025,000	\$2,696,729
TOTALS	\$886,965	\$6,349,495	\$7,236,460

Tax Revenue. The property to be redeveloped in Phase 1 is anticipated to have a January 1, 2018, valuation of approximately \$1,057,768. Based on the 2017 levy this would result in a real property tax of approximately \$21,897. It is anticipated that the assessed value will increase by \$2,215,400, upon full completion, as a result of the site redevelopment. This development will

result in an estimated tax increase of over \$46,300 annually, resulting in \$694,514 of increment over the 15 year period.

The property to be redeveloped in Phase 2 is anticipated to have a January 1, 2019, valuation of approximately \$507,936. Based on the 2017 levy this would result in a real property tax of approximately \$10,575.58. It is anticipated that the assessed value will increase by \$615,425 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$12,830 annually, resulting in \$192,452 of increment over the 15 year period. The total increment expected across both Phase 1 and 2 of the project is \$886,955.

The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2018 assessed value both phases	\$ 1,565,704
Estimated value after completion	\$ 4,396,629
Increment value	\$ 2,830,825
Annual TIF generated (estimated)	\$ 59,131
TIF bond issue	\$ 886,965

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

The redevelopment project area currently has an estimated valuation of \$1,565,704. The proposed acquisition rehabilitation demolition, and site work at this location will result in an additional \$2,830,825 of taxable valuation based on an analysis by the Hall County Assessor's office. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

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

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

This project will protect and enhance the existing employment within the Project Area by maintaining and expanding business opportunities at this location. The proposed educational facility may result in additional skilled workers to fill positions within the community. Temporary construction employment will increase during the construction. The construction period is expected to exceed 12 months.

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

This facility could draw employees from other similar facilities within the City. The educational facilities if successful will provide additional skilled employees for the labor market, benefiting other employers with an increased employee base.

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

This will provide appropriate development at this location in Grand Island. This location has struggled since the change in traffic patterns that resulted from the closing of the at-grade crossing across the Union Pacific Railroad.

Personal property in the project is subject to current property tax rates. Personal property for the Project is estimated at \$1,900,000. Personal property tax is not subject to TIF and will be paid to the normal taxing entities. There will additionally be more city sales taxes paid to the city of Grand Island as a result of new taxable sales at the restaurant and Sky Zone.

Time Frame for Development

Development of Phase 1 of this project is anticipated to be completed between November 2017 and December of 2018. The base tax year should be calculated on the value of the property as of January 1, 2018. Excess valuation should be available for this project for 15 years beginning with the 2019 tax year. Excess valuation will be used to pay the TIF indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$886,965 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the purchase price of the property and estimates of the expenses of renovation activities and associated engineering fees, the developer will spend more than \$1,500,000 on TIF eligible activities.

See Attached Site Plan and Interior Renovation Plan





BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

August 17, 2017

Business Name: Mendez Enterprises
Address: 2404 West Lincoln Hwy
Telephone No.: 308-398-0580
Contact: Vince Mendez

Brief Description of Applicant's Business:

Mendez Enterprises is a limited liability company

Present Ownership of Proposed Development Site:

Personal Automotive & Mendez Enterprises plus various Owners of select properties of the three city block redevelopment area.

Proposed Project:

The redevelopment areas of the three city block area is proposed to be transformed from a dilapidated residential and industrial area into a vibrant mixed use campus with offices, diner, automotive repair, ATV repair, computer center, Trampoline Park, educational center, and residential uses. The existing buildings will all receive exterior improvements plus updated to meet code requirements. Mendez Enterprises will execute a two phase plan for the renovation and additions of existing buildings plus development of a new Sky Zone Trampoline Park.

Community outreach and education is the heart and soul that drives our vision for this project. We are extremely passionate about reaching out to children and families in our community and we believe that with our hard work and dedication, this venture can be one of great success. Essentially, this will be a "two-part process," in which we will be continuing to clean up a blighted, low income, underdeveloped area; redeveloping portions of our three city block "campus" by removing any hazards, contaminates, and undesirable/unattractive conditions; and remodeling the existing structures - with our ultimate goal of producing a thriving campus, full of exciting amenities and accommodations and a high end, professional education center.

This finished project will be a campus-like atmosphere, complete with a Sky Zone Trampoline Park right next door (as a place to enjoy extracurricular activities), a fully modernized education center (Grand Island Technical Institute) complete with hands-on

learning opportunities, an already developed automotive/powersports/diesel shop (current business) where kids can utilize their training and apply it to “real life on the job” experiences, and a diner across the street to grab a bite to eat. This layout encompasses our ultimate goal of providing a clean, unified look within the 3 block area.

PHASE I

Mendez Enterprises proposes to continue what was started in 2012 with the development of Personal Auto, Diesel, Power Sports & Computers with a complete renovation of three existing buildings:

- Auto parts storage to Diner – 990 sq ft.
- Dilapidated Residential to Office Space – 1000 sq ft, &
- Vacant Building (previously Midwest Heating & Air) to Educational Occupancy (Grand Island Technical Institute) – 9120 sq ft.

The projects all include new exterior windows, canopies, signage, exterior doors, new façade treatments, HVAC, plumbing, electrical, interior finish improvements throughout, sidewalks, parking lots, and site beautification construction to convert the structures to a revitalized and modern campus environment. Phase I is also proposed to be completed by the development of a 15,000 sq ft Sky Zone Trampoline Park with off street parking which will be built on an acquired surface storage vacant lot and an adjacent rental house property. Site beautification improvements will also be part of the new Sky Zone Trampoline Park project.

PHASE II

Mendez Enterprises proposes to acquire and improve a Body Shop, Welding Shop, & a Detailing Shop. The properties will all receive exterior and interior improvements.

Estimated Project Costs: Phase I

Acquisition Costs:

A. Land:	\$ 285,000
B. Buildings:	\$1,000,000

Construction Costs:

A. Renovation or Building Costs:	\$ 993,100
B. On Site Improvements:	\$ 742,940

Soft Costs:

A. Architectural & Engineering Costs:	\$ 45,000
B. Financing Fees:	\$ 8,000
C. Legal/Audit Fees:	\$ 94,300
D. Contingency Reserves:	\$ 479,044
E. Personal Property:	\$ 892,347

TOTAL \$5,277,479

Estimated Market Value at Completion of Phase I: \$3,237,168

Estimated Project Costs: Phase II

Acquisition Costs:

A. Land:	\$ 187,429
B. Buildings:	\$ 475,000

Construction Costs:

A. Renovation or Building Costs:	\$ 474,000
B. On Site Improvements:	\$ 239,400

Soft Costs:

A. Architectural & Engineering Costs:	\$ 5,000
B. Financing Fees:	\$ 6,000
C. Legal/Audit Fees:	\$ 4,300
D. Contingency Reserves:	\$ 245,157
E. Personal Property:	<u>\$1,060,443</u>
TOTAL	\$2,696,729

Estimated Market Value at Completion of Phase II: \$1,123,361

Estimated Project Costs for Phases I & II: \$7,974,208

Total Estimated Market Value at Project Completion: \$4,396,529

Source of Financing:

A. Developer Equity:	\$1,594,842
B. Commercial Bank Loan:	\$5,192,401
C. Historic Tax Credits:	\$ 0
D. Tax Increment Assistance:	\$ 886,965
E. Other (CRA Façade Grant)	<u>\$ 300,000</u>
Total:	\$7,974,208

IX. Name & Address of Architect, Engineer and General Contractor:

Master Builder Associates
Kenn Frederick AIA
602 W 6th Street PO Box 433
Doniphan, NE 68832

Estimated Real Estate Taxes on Project Site Upon Completion of Project:
(See Tax Valuation Spreadsheet)

Phase I

Base:	\$1,057,768	
Expected Value:	\$3,237,168	
Annual Tax Increment:		\$ 46,301
15 Years Taxes:		\$ 694,515

Phase II

Base:	\$ 507,936	
Expected Value:	\$1,123,361	
Annual Tax Increment:		\$ 12,830
15 Years Taxes:		\$ 192,450

Project Construction Schedule:

Construction Start Date:	<u>Phase I - November 2017</u>
	<u>Phase II - 2018</u>
Construction Completion Date:	<u>Phase I – 2018</u>
	<u>Phase II - 2019</u>

Tax Increment Financing Request Information

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

Mendez Enterprises is requesting tax increment financing in the amount of \$886,965 over 15 years. The purpose is to purchase, renovate and develop selected properties in a three block area as described.

Statement Identifying Financial Gap and Necessity for use of TIF for proposed project:

Due to the underutilization and poor condition of the existing buildings and properties, financial analysis has determined without TIF, the property acquisition costs, demolition, renovation, and new construction costs would be too high to support a reasonable Return on Investment on the project.

Municipal and Corporate References (if applicable):

Please attached Applicants Corporate/Business Annual Financial Statements for the Last Three Years:

Since Mendez Enterprises is a new LLC set up on April 21, 2017 for the purposes of buying and developing property there are no financial statements available for the last 3 years.

Attachments

- Site Development Plan (Existing and Proposed)
- Mendez Enterprises LLC – Current and Proposed Property Values with Estimated Taxes
- Phase I & II Projects

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

RESOLUTION NO. 248

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Passed and approved this 20th day of September, 2017

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

By 
Chairperson

ATTEST:


Secretary

Mendez Enterprises

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

RESOLUTION NO. 249

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

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area 6, from Mendez Enterprises for property located along Old Lincoln Highway between Waldo and Carey avenues, (The "Developer") for redevelopment of an area within the city limits of the City of Grand Island as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 6;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

Passed and approved this 20th day of September, 2017

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

By 
Chairperson

ATTEST:


Secretary

Mendez Enterprises

Resolution Number 2018-03

HALL COUNTY REGIONAL PLANNING COMMISSION

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

WHEREAS, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), referred the **Redevelopment Plan for Redevelopment Area No. 6 for property located along Old Lincoln Highway between Carey and Waldo avenues in Grand Island by Mendez Enterprises** to the Hall County Regional Planning Commission, (the "Commission") for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "Act"); and

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

The proposed use as described in this plan is in compliance with the Comprehensive Plan for the City of Grand Island.

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

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

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

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

DATED: October 11, 2017

HALL COUNTY REGIONAL PLANNING
COMMISSION

ATTEST:

By: 
Chair

By: 
Secretary

Secretary

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

RESOLUTION NO. 252

**A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT
PLAN OF THE CITY OF GRAND ISLAND, NEBRASKA; RECOMMENDING
APPROVAL OF A REDEVELOPMENT PROJECT OF THE CITY OF GRAND
ISLAND, NEBRASKA; APPROVING A COST BENEFIT ANALYSIS FOR SUCH
PROJECT; AND APPROVAL OF RELATED ACTIONS**

WHEREAS, the Mayor and Council of the City of Grand Island, Nebraska (the “**City**”), upon the recommendation of the Planning Commission of the City of Grand Island, Nebraska (the “**Planning Commission**”), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), duly declared the redevelopment area legally described on **Exhibit A** attached hereto (the “**Redevelopment Area**”) to be blighted and substandard and in need of redevelopment; and

WHEREAS, pursuant to and in furtherance of the Act, a Redevelopment Plan (the “**Redevelopment Plan**”), has been prepared by Community Redevelopment Authority of Grand Island, Nebraska, (the “**Authority**”) pursuant to an application by Mendez Enterprises (the “**Redeveloper**”), in the form attached hereto as **Exhibit B**, for the purpose of redeveloping Redevelopment Area legally described on **Exhibit A**, referred to herein as the Project Area (the “**Project Area**”); and

WHEREAS, pursuant to the Redevelopment Plan, the Authority would agree to incur indebtedness and make a grant for the purposes specified in the Redevelopment Plan (the “**Project**”), in accordance with and as permitted by the Act; and

WHEREAS, the Authority has conducted a cost benefit analysis of the Project (the “**Cost Benefit Analysis**”) pursuant to Section 18-2113 of the Act, a which is included in the Redevelopment Plan attached hereto as **Exhibit B**; and

WHEREAS, the Authority has made certain findings and pursuant thereto has determined that it is in the best interests of the Authority and the City to approve the Redevelopment Plan and approve the Redevelopment Project and to approve the transactions contemplated thereby.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA AS FOLLOWS:**

Section 1. The Authority has determined that the proposed land uses and building requirements in the Redevelopment Plan for the Project Area are designed with the general purposes of accomplishing, and in conformance with the general plan of the City, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and communitive facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

Mendez Enterprises

Section 2. The Authority has conducted a Cost Benefit Analysis for the Project, included in the the Redevelopment Plan attached hereto as Exhibit B, in accordance with the Act, and has found and hereby finds that the Project would not be economically feasible without the use of tax increment financing, the Project would not occur in the Project Area without the use of tax increment financing and the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, have been analyzed and have been found to be in the long term best interests of the community impacted by the Project.

Section 3. In compliance with section 18-2114 of the Act, the Authority finds and determines as follows: (a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Authority and the Authority shall receive no proceeds from disposal to the Redeveloper; (b) the estimated cost of project acquisition and the estimated cost of preparation for redevelopment including site work, onsite utilities and related costs are described in detail in Exhibit B attached hereto; (c) the method of acquisition of the real estate shall be by private contract by the Redeveloper and not by condemnation; and (d) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the approximate amount of \$886,965, which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper. No families will be displaced from the Redevelopment Project Area as a result of the project.

Section 4. The Authority hereby recommends to the City approval of the Redevelopment Plan and the Redevelopment Project described in the Redevelopment Plan.

Section 5. All prior resolutions of the Authority in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

Section 6. This resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 18th day of October, 2017.

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

ATTEST:

By: 

Chair

By: 

Secretary

Mendez Enterprises

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

* * * * *

EXHIBIT B

FORM OF REDEVELOPMENT PLAN

Mendez Enterprises



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item E-5

Public Hearing on Redevelopment Plan Amendment for CRA Area No. 20 located at 7100 W. Old Potash Highway (formerly used defense site in Hall County) (O'Neill Wood Resources)

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: October 24, 2017

Subject: Amendment to Redevelopment Plan for CRA Area #20

Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2017, the Grand Island City Council declared property referred to as CRA Area #20 as blighted and substandard and approved a generalized redevelopment plan for the property. The enclosed redevelopment plan proposes to authorize the use of Tax Increment Financing (TIF) for the acquisition of property and redevelopment of property within this redevelopment area.

O'Neill Wood Resources, owns property in this area and is proposing to purchase and develop additional property within the area and has submitted a site specific redevelopment plan that would provide for acquisition of this property for a recycling center and construction and demolition landfill at the Cornhusker Army Ammunition Plant, a formerly used defense site outside of Grand Island, Nebraska but within Hall County, Nebraska.

The CRA reviewed the proposed development plan on September 13, 2017 and forwarded it to the Hall County Regional Planning Commission for recommendation at its meeting on October 11, 2017. The CRA also sent notification to the City Clerk of its intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on October 11, 2017. The Planning Commission approved Resolution 2018-02 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved and forwarded the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration at its meeting on October 18, 2017.

Discussion

Tonight, Council will hold a public hearing to take testimony on the proposed plan amendment (including the cost benefit analysis that was performed regarding this proposed project) and to enter into the record a copy of the plan amendment that would authorize a redevelopment contract under consideration by the CRA.

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #20 and authorizes the CRA to execute a contract for TIF based on the redevelopment plan. The redevelopment plan specifies that the TIF will be used to offset allowed costs for acquisition of property. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for an eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. Eligible expenses are estimated at over \$1,000,000 for identified expenses eligible for tax increment financing associated with the proposed redevelopment plan. The bond for this project will be issued for a period of 15 years and will end upon final payment of the bond principal and any associated interest. The proposed bond for this project will be issued for the expected TIF proceeds for the 15 year period of \$209,000. It is estimated that this project will have an increment of \$13,919 per year.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution as submitted.

**Site Specific Redevelopment Plan
Grand Island CRA Area 20 (CAAP)
May 2017**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 20 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific infrastructure related project in Area 20.

Executive Summary:

Project Description

THE REDEVELOPMENT OF THE PROPERTY (58 ACRES LOCATED IN PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION EIGHTEEN (18), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA) NORTH OF THE CURRENT O’NEILL WOOD RESOURCES FACILITY 7100 W. OLD POTASH HIGHWAY (NORTHWEST CORNER OF ALDA ROAD AND OLD POTASH HIGHWAY) FOR INDUSTRIAL USES, INCLUDING A CONSTRUCTION AND DEMOLITION LANDFILL.

The use of Tax Increment Financing to aid in rehabilitation expenses associated with redevelopment of the property located at 7100 W. Old Potash Highway. The proposed plans would include the development of a construction and demolition landfill and all associated buildings. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project affordable. The use of this property of industrial non-residential uses is consistent with the Cornhusker Army Ammunition Plant (CAAP) reuse plan as approved and adopted by the CAAP Reuse Committee and the Hall County Board of Supervisors. This project would not be feasible without the use of TIF.

O’Neill Wood Resources owns a portion of the property and has a contract to purchase additional property contingent on the approval of Tax Increment Financing. O’Neill Wood Resources has been located on the balance of this property since 2009. The purchase price the additional property is a TIF eligible activity. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with this project. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15-year period beginning January 1, 2019 towards the allowable costs and associated financing for the acquisition and site work.

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

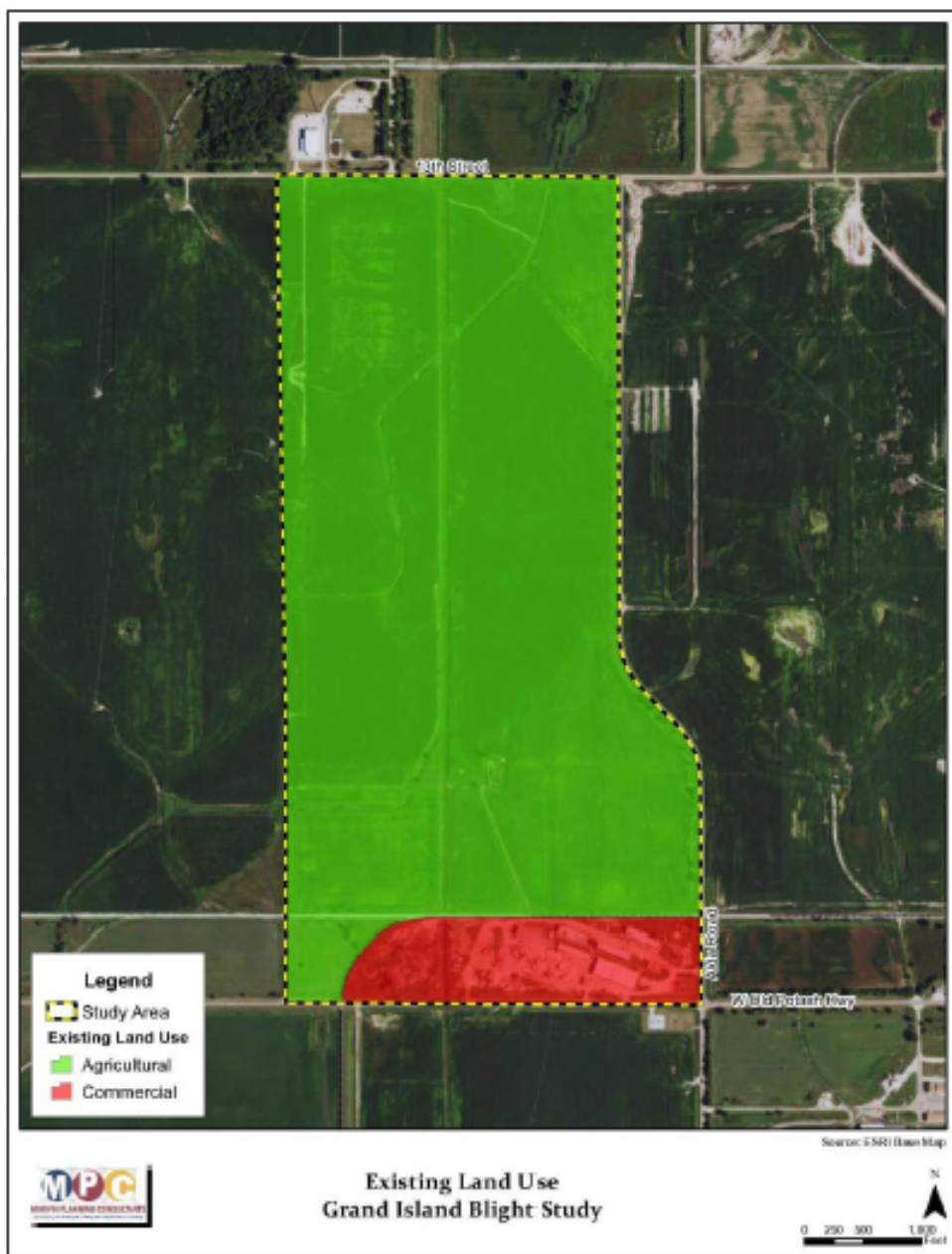
LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION EIGHTEEN (18), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 18; THENCE ON AN ASSUMED BEARING OF N01°18'49"W, ALONG THE EAST LINE OF SAID E1/2 OF SECTION 18, A DISTANCE OF 591.59 FEET; THENCE S88°41'11"W A DISTANCE OF 4.22 FEET TO THE POINT OF BEGINNING; THENCE S89°02'09"W A DISTANCE OF 2510.04 FEET; THENCE N00°59'37"W A DISTANCE OF 927.97 FEET; THENCE N89°02'52"E A DISTANCE OF 820.31 FEET TO A POINT ON THE WEST LINE OF 86 FT. DRAINAGE EASEMENT; THENCE N01°11'12"W, ALONG SAID WEST LINE OF DRAINAGE EASEMENT, A DISTANCE OF 76.55 FEET; THENCE N89°24'56"E A DISTANCE OF 1639.82 FEET TO A POINT OF CURVATURE; THENCE AROUND A CURVE IN A CLOCKWISE DIRECTION, HAVING AN ANGLE OF 20°33'43", HAVING A RADIUS OF 722.17 FEET, AND CHORD BEARING S11°30'01"E A CHORD DISTANCE OF 257.78 FEET; THENCE S01°14'28"E A DISTANCE OF 740.06 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS A CALCULATED AREA OF 2,442,827.01 SQUARE FEET OR 56.080 ACRES MORE OR LESS, OF WHICH 1.02 ACRES ARE COUNTY ROAD RIGHT-OF-WAY.

Existing Land Use Map



Source: Marvin Planning Consultants, 2016

Existing Land Use and Subject Property

The tax increment will be captured for the tax years the payments for which become delinquent in years 2020 through 2034 inclusive.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from the construction of a Construction and Demolition Recycling Center and the associated structures necessary to facilitate operation of the landfill. This use requires separate permitting by both Hall County and the Nebraska Department of Environmental Quality.

Statutory Pledge of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution providing for the issuance of the TIF Note, the Authority hereby provides that any ad valorem tax on the Redevelopment Project Area for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in the Redevelopment Contract, consistent with this Redevelopment Plan. Said taxes shall be divided as follows:

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

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

Pursuant to Section 18-2150 of the Act, the ad valorem tax so divided is hereby pledged to the repayment of loans or advances of money, or the incurring of any indebtedness, whether funded, refunded, assumed, or otherwise, by the CRA to finance or refinance, in whole or in part, the redevelopment project, including the payment of the principal of, premium, if any, and interest on such bonds, loans, notes, advances, or indebtedness.

Redevelopment Plan Amendment Complies with the Act:

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

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on February 14, 2017.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

The City Can Undertake this Redevelopment Project on real property located outside the corporate limits of the City for the following reasons: [Neb. Rev. Stat. §18-2123.01]:

(a) The real property located outside the corporate limits of the city is a formerly used defense site;

The Site is located outside the corporate limits of the City and 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;

The Site and the City are both located in Hall County;

(c) The formerly used defense site is located within a sanitary and improvement district;

O'Neill Wood Resources, LLC and CAIP, LLC have created SID Number 4 in Hall County, which was approved by the District Court on September 20, 2017.

(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

Ordinance #9645 stating the intent of the City to annex the Cornhusker Army Ammunition Plant property in whole or part as it becomes eligible for annexation was adopted by the Grand Island City Council on August 22, 2017;

(e) The redevelopment project has been consented to by any city exercising extraterritorial jurisdiction over the formerly used defense site.

No city is exercising extraterritorial jurisdiction over the Site.

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This property is not located within Grand Island or the 2 mile extraterritorial jurisdiction of Grand Island. Hall County adopted their comprehensive plan including the CAAP redevelopment plan on April 20, 2004. This redevelopment plan amendment and project are consistent with

the Hall County Comprehensive Plan and the CAAP Reuse Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to develop property with permitted uses on this property as defined by the current and effective zoning regulations. The Hall County Regional Planning Commission reviewed this project at their meeting on March 1, 2017 as part of the requirements for the Nebraska Local Siting Act and recommended approval of the local siting permit as it is consistent with the zoning on the site. The Hall County Regional Planning Commission held a public hearing at their meeting on October 11, 2017 and passed resolution 2018-02 confirming that this project is consistent with the Comprehensive Plan for the Hall County.

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

a. Land Acquisition:

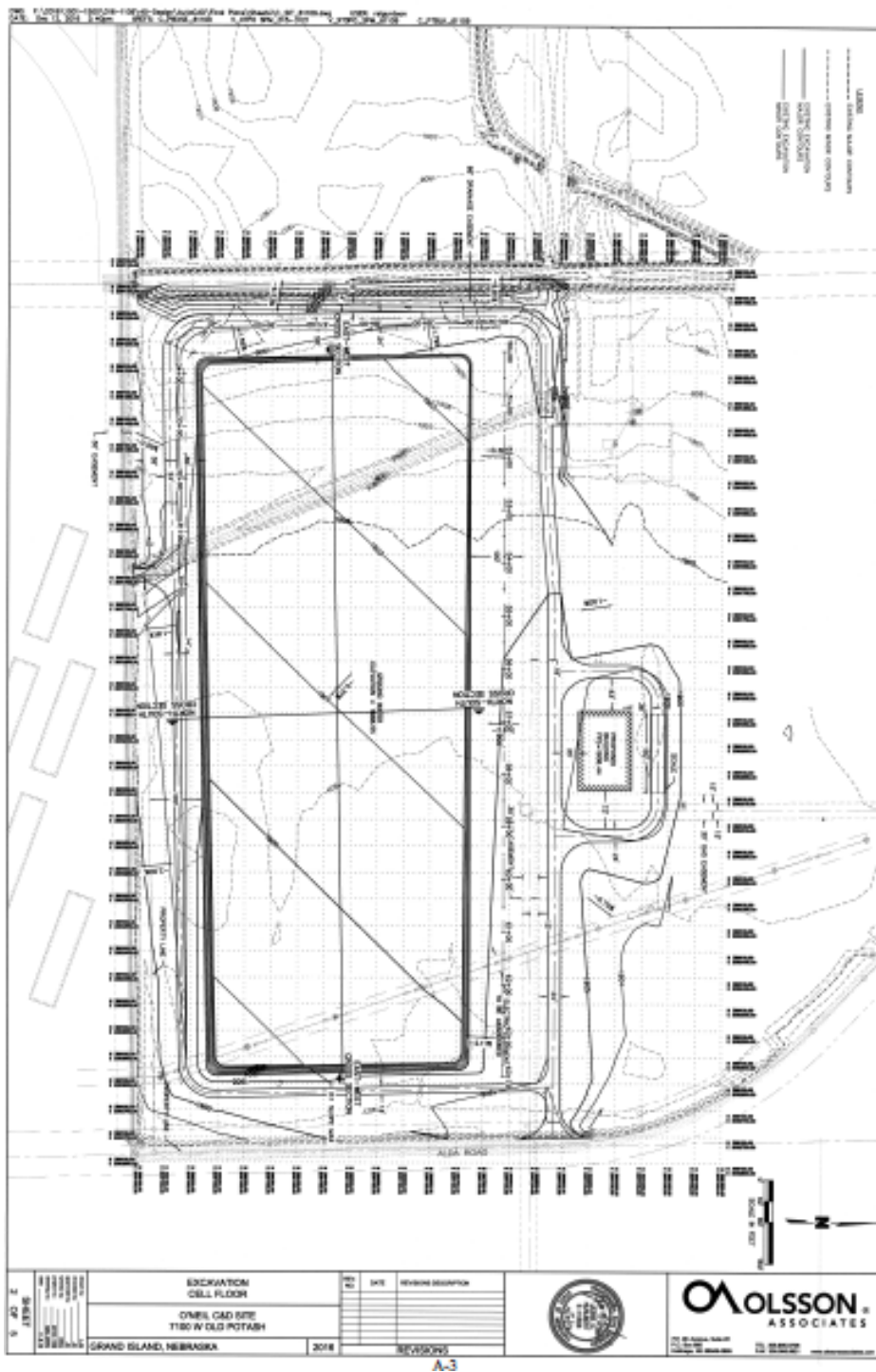
This Redevelopment Plan provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority. It is anticipated that property acquisition will be the primary eligible activity for this project.

b. Demolition and Removal of Structures:

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

c. Future Land Use Plan

Within the Hall County Comprehensive Plan as adopted and updated since 2004 this area and all of the CAAP grounds are designated as CAAP Reuse Area. According to the CAAP Reuse Plan this particular area is planned for Agriculture and Special Industrial Uses. This property is in private ownership. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]



Site plan for the area of the landfill after completion of the project

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

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

e. Site Coverage and Intensity of Use

The developer is proposing to construct and operate a recycling center and landfill for construction and demolition debris. The proposed development is within the site coverage and intensity of use limits of the district. A conditional use permit from Hall County will be required and is currently in process. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Municipal sewer and water are not available to this development.

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

No other utilities would be impacted by the development.

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

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

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

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

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

The developer has a purchase agreement for the purchase of this property pending approval of Tax Increment Financing. The total estimated project cost is \$4,750,000 with at least \$1,029,000 being TIF eligible expenses. No other CRA funding has been approved for the project. The property will be acquired for \$312,000. Planning related expenses for Architectural and Engineering and legal services of \$107,000 and are included as a TIF eligible expense. The estimated costs for on-site improvements

including grading, site preparation, utility extensions and private road ways total \$615,000. The total of eligible expenses for this project is \$1,029,000. The projected tax increment available and to be pledged for the project is \$209,000.

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$209,000 from the proceeds of the TIF. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2019 through December 2034.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

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

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions. This will accomplish the goal of encouraging appropriate industrial development at the CAAP.

8. Time Frame for Development

Development of this project is anticipated to be completed between September 2017 and December of 2018. Excess valuation should be available for this project for 15 years beginning with the 2019 tax year.

9. Justification of Project

The project has received approval from the Hall County Board in the form of a conditional use permit. The Planning Commission recommended in favor of the project in March of 2017 as it is consistent with the zoning in place at the site. This project will provide a local site for recycling and landfilling construction and demolition materials in a manner consistent with state and federal laws. The location of this site should result in more competitive bids for demolition by reducing the cost of transportation of demolition materials. This project will also result 12 to 15 additional full time employees at the site.

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

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

Project Sources and Uses. Approximately \$209,000 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$4,789,000 in private sector financing; a private investment of \$22.91 for every TIF and grant dollar investment.

Description	Use of Funds.		
	TIF Funds	Private Funds	Total
Site Acquisition	\$209,000	\$103,000	\$312,000
Legal and Plan*		\$34,000	\$34,000
Engineering/Arch		\$73,000	\$73,000
On-Site Improvements		\$615,000	\$615,000
New Construction		\$1,375,000	\$1,375,000
Equipment		\$2,250,000	\$2,250,000
Financing		\$30,000	\$30,000
Contingency		\$100,000	\$100,000
TOTALS	\$209,000	\$4,580,000	\$4,789,000

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2017, valuation of approximately \$199,650. Based on the 2016 levy this would result in a real property tax of approximately \$2,952. It is anticipated that the assessed value will

increase by \$941,343 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$13,919 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2016 assessed value:	\$ 199,650
Estimated value after completion	\$ 1,140,993
Increment value	\$ 941,343
Annual TIF generated (estimated)	\$ 13,919
TIF bond issue	\$ 209,000

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

The redevelopment project area currently has an estimated valuation of \$199,650. The proposed redevelopment will create additional valuation of \$941,343. No tax shifts are anticipated from the project. This project will not have a direct negative impact on local schools systems. The school system will gain an immediate bump in personal property taxes from the new equipment purchases and a long-term benefit from the additional tax base created on the property. No new roads will be created for this project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

No additional public service needs have been identified. Existing water and waste water facilities will not be impacted by this development. The electric utility has sufficient capacity to support the development. It is not anticipated that this will impact schools in any significant way. Fire and police protection are available and should not be negatively impacted by this development.

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

This will create some additional employment in the area. Unemployment is low in this area. The impacts on existing employers in the area will be minimal as there are not many new employees.

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

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

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

This project is consistent the goals of the CAAP Reuse Plan and would be a step forward in creating the industrial district envisioned with that redevelopment. These types of uses that do not mix well with residential uses are ideal for property that is highly restricted for residential development.

Time Frame for Development

Development of this project is anticipated to be completed during between September of 2017 and December 31 of 2018. The base tax year should be calculated on the value of the property as of January 1, 2018. Excess valuation should be available for this project for 15 years beginning in 2019 with taxes due in 2020. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$209,000 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses presented including acquisition of property the developer will spend at least \$1,029,000 on TIF eligible activities. The CRA will reserve the right to issue additional debt for this project upon notification by the developer of sufficient expenses and valuation to support such debt in the form of a second or third bond issuance.



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name:

O'Neill Wood Resources, LLC.

Address:

PO Box 2202 Grand Island, NE 68802

Telephone No.: 308-384-1690 Fax No.: 308-381-1697

Contact:

Patrick O'Neill

Brief Description of Applicant's

Business: We currently provide wood recycling, composting and wood products manufacturing. With the project we will expand those operation and add construction and demolition debris landfill. We would also add a construction and demolition debris recycling center.

Present Ownership Proposed Project Site: The proposed land is currently owned by
CAIP, LLC 123 N Locust Street Suite 201B Grand Island, NE

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

The project will include three parts. The first is a new 15,000 square foot recycling center
to be built on the land. This recycling center will process Construction and Demolition (C&D)
waste into marketable products and will employ 6-10 people. The second part is construction
of a new NDEQ permitted C&D landfill to enable on-site disposal of C&D wastes (no trash).
The third part of the project is an expansion of our composting and wood recycling operations
which will add another 3-4 employees.

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land \$ 312,000.00

B. Building \$ 108,000.00

Construction Costs:

A. Renovation or Building Costs: \$ 1,375,000.00

Construct new 12,000 SF recycling center and install equipment

B. On-Site Improvements: \$ 615,000.00

Roads, landfill cell, earthwork, new water lines, repair industrial water well

*Equipment costs of \$2,250,000.00 over 5 years have not been included in these numbers.

Soft Costs:

A. Architectural & Engineering Fees: \$73,000.00

B. Financing Fees:	\$ 30,000.00
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C. Legal/Developer/Audit Fees:	\$ 34,000.00
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D. Contingency Reserves:	\$ 100,000.00
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E. Other (Please Specify)	\$
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TOTAL	\$2,647,000.00
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Total Estimated Market Value at Completion: \$1,140,993.00

Current land value is \$199,650 plus \$941,343 in new construction on building.

Source of Financing:

A. Developer Equity: \$700,000.00

B. Commercial Bank Loan:	\$ 1,528,000.00
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Tax Credits:

1. N.I.F.A.	\$0.00
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2. Historic Tax Credits	\$ 0.00
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D. Industrial Revenue Bonds: \$0.00

E. Tax Increment Assistance: \$ 209,000.00

F. Other \$ 210,000.00

LB 840 Funds from GIAEDC

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

Engineer is: Olsen and Associates 701 4th Avenue #2C Holdrege, NE 68949

Phone 308-995-8706 Attn: Jess Hulbert

General Contractor is: To Be Determined

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

Current value on land is approximately \$199,650.00 paying taxes of \$2,952.00

Value of new building is estimated by Assessor's office to be \$941,343 and will
pay taxes of \$13,919.04 for a total tax bill of \$16,871.00

Project Construction Schedule:

Construction Start Date:

September 1, 2017

Construction Completion Date:

December 31, 2019

If Phased Project:

2018 Year 50 %

Complete

2019 Year 50 %

Complete

XII. Please Attach Construction Pro Forma

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

TAX INCREMENT FINANCING REQUEST INFORMATION

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

The \$209,000 in TIF will be used for property acquisition.

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

This project would not be feasible without Tax Increment Financing. The \$208,000
in TIF will help to bridge the gap between our financial abilities and the financing
required to begin the project.

Municipal and Corporate References (if applicable). Please identify all other
Municipalities, and other Corporations the Applicant has been involved with, or

has completed developments in, within the last five (5) years, providing contact person, telephone and fax numbers for each:

The applicant has been a business owner in Grand Island for 20 years. Our current facility was purchased from the Grand Island Area Economic Development Corporation in 2009. We have completed over \$1,000,000 in remodeling and are constantly expanding.

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

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

O'Neill North Plant Project 3-Year P&L Proforma

	2018	2019	2020
Income			
Recycling / Landfill Tip Fees	\$200,000	\$245,000	\$300,000
Recyclable material Sales	\$50,000	\$120,000	\$160,000
Compost Sales	\$20,000	\$25,000	\$60,000
Gross Income	\$270,000	\$390,000	\$520,000
Expenses			
Salary (incl. OH and payroll costs)	\$60,000	\$120,000	\$200,000
Equipment Lease	\$20,000	\$40,000	\$60,000
Utilities	\$5,000	\$5,000	\$15,000
State and local taxes	\$10,000	\$10,000	\$20,000
training costs	\$30,000	\$20,000	\$20,000
Insurance	\$10,000	\$10,000	\$20,000
Construction Loan payments	\$36,000	\$55,000	\$130,000
Advertising	\$3,000	\$6,000	\$6,000
Profesional Fees	\$3,000	\$3,000	\$3,000
Repairs and Maintenance	\$5,000	\$5,000	\$10,000
Construction Contingency	\$50,000	\$50,000	\$0
Total Expenses	\$232,000	\$324,000	\$484,000
Net Profit (before Taxes)	\$38,000	\$66,000	\$36,000

O'Neill Companies North Plant Project

Purchase, planning, and studies

Engineering Study by OA	\$25,000
Legal services for DEQ application	\$2,000
Purchase Agreement with EDC	\$10,000
Blight Study by MPC	\$3,500
Legal Services for blight study	\$3,000

Tax Increment financing costs

Legal services for meetings	\$4,000
Filing Fees	\$2,400
Misc.	\$2,000

Landfill Design and Permitting Costs

Landfill filing fees for state and local	\$5,500
Legal Services for permitting process	\$25,000
Engineering services during permitting process	\$4,500
Landfill construction plans	\$20,000
Construction oversight	\$30,000
Purchase of property	\$405,000

Construction Costs

Landfill earthwork	\$300,000
build access roads	\$100,000
remove old utilities	\$25,000
Site fencing	\$50,000
Repair and upgrade industrial well	\$100,000
New water lines	\$10,000

Earthwork for Building Pad	\$45,000
Electrical and utilities	\$10,000
Construct New Building	\$1,250,000
Install C& D Equipment	\$75,000

Equipment Purchases

C&D Recycling Equipment	\$450,000
New mobile Wood Grinder (date not firm)	\$750,000
Landfill Compactor	\$200,000
Excavator	\$200,000
Wheel Loader	\$200,000
Misc Equipment	\$150,000
Compost Equipment	\$150,000
Dozer	\$150,000

Grand Total	\$4,756,900
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Costs By Scope

Planning, engineering, legal	\$106,900
Land Purchase	\$405,000
Earthwork and Utilities (self Performed)	\$615,000
Construction of building	\$1,380,000
Equipment Purchases	\$2,250,000
total	\$4,756,900

Capital Sources

Tax Increment Financing (NET)	\$200,000
GIEDC LB 850	\$210,000
Cash from landfill and OTE / OWR	\$1,400,000
NDEQ Waste Grants	\$600,000
Loans	\$2,346,900

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

RESOLUTION NO. 246

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

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


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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Passed and approved this 20th day of September, 2017

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

By 
Chairperson

ATTEST:


Secretary

O'Neill Wood Resources

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

RESOLUTION NO. 247

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

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area 20, from O'Neill Wood Resources for 58 acres at 7100 W. Old Potash Highway, (The "Developer") for redevelopment of an area at a formerly used defense site within Hall County as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 20;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

Passed and approved this 20th day of September, 2017.

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

By _____

Chairperson

ATTEST:


Secretary

O'Neill Wood Resources

Resolution Number 2018-02

HALL COUNTY REGIONAL PLANNING COMMISSION

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

WHEREAS, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the “Authority”), referred the **Redevelopment Plan for CRA Area 20 for 58 acres at 7100 W. Old Potash Highway by O’Neill Wood Resources** to the Hall County Regional Planning Commission, (the “Commission”) for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “Act”), specifically as it pertains to formerly used defense sites; and

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

The proposed use as described in this plan is in compliance with the Comprehensive Plan for the City of Grand Island.

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

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

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

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

DATED: October 11, 2017

**HALL COUNTY REGIONAL PLANNING
COMMISSION**

ATTEST:

By: _____
Chair Pro Tem

Leslie E. Ruge

By: _____

Carla Maurer
Secretary Pro Tem

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

RESOLUTION NO. 251

**A RESOLUTION RECOMMENDING APPROVAL OF A REDEVELOPMENT
PLAN OF THE CITY OF GRAND ISLAND, NEBRASKA; RECOMMENDING
APPROVAL OF A REDEVELOPMENT PROJECT OF THE CITY OF GRAND
ISLAND, NEBRASKA; APPROVING A COST BENEFIT ANALYSIS FOR SUCH
PROJECT; AND APPROVAL OF RELATED ACTIONS**

WHEREAS, the Mayor and Council of the City of Grand Island, Nebraska (the “City”), upon the recommendation of the Planning Commission of the City of Grand Island, Nebraska (the “Planning Commission”), and in compliance with all public notice requirements imposed by the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “Act”), duly declared the redevelopment area legally described on **Exhibit A** attached hereto (the “Redevelopment Area”) to be blighted and substandard and in need of redevelopment; and

WHEREAS, pursuant to and in furtherance of the Act, a Redevelopment Plan (the “Redevelopment Plan”), has been prepared by Community Redevelopment Authority of Grand Island, Nebraska, (the “Authority”) pursuant to an application by O’Neill Wood Resources (the “Redeveloper”), in the form attached hereto as **Exhibit B**, for the purpose of redeveloping Redevelopment Area legally described on **Exhibit A**, referred to herein as the Project Area (the “Project Area”); and

WHEREAS, pursuant to the Redevelopment Plan, the Authority would agree to incur indebtedness and make a grant for the purposes specified in the Redevelopment Plan (the “Project”), in accordance with and as permitted by the Act; and

WHEREAS, the Authority has conducted a cost benefit analysis of the Project (the “Cost Benefit Analysis”) pursuant to Section 18-2113 of the Act, a which is included in the Redevelopment Plan attached hereto as **Exhibit B**; and

WHEREAS, the Authority has made certain findings and pursuant thereto has determined that it is in the best interests of the Authority and the City to approve the Redevelopment Plan and approve the Redevelopment Project and to approve the transactions contemplated thereby.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF GRAND ISLAND, NEBRASKA AS FOLLOWS:

Section 1. The Authority has determined that the proposed land uses and building requirements in the Redevelopment Plan for the Project Area are designed with the general purposes of accomplishing, and in conformance with the general plan of the City, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and communitive facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of

O’Neill Wood Resources

unsanitary or unsafe dwelling accommodations, or conditions of blight.

Section 2. The Authority has conducted a Cost Benefit Analysis for the Project, included in the the Redevelopment Plan attached hereto as Exhibit B, in accordance with the Act, and has found and hereby finds that the Project would not be economically feasible without the use of tax increment financing, the Project would not occur in the Project Area without the use of tax increment financing and the costs and benefits of the Project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services, have been analyzed and have been found to be in the long term best interests of the community impacted by the Project.

Section 3. In compliance with section 18-2114 of the Act, the Authority finds and determines as follows: (a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Authority and the Authority shall receive no proceeds from disposal to the Redeveloper; (b) the estimated cost of project acquisition and the estimated cost of preparation for redevelopment including site work, onsite utilities and related costs are described in detail in Exhibit B attached hereto; (c) the method of acquisition of the real estate shall be by private contract by the Redeveloper and not by condemnation; and (d) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the approximate amount of \$209,000, which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper. No families will be displaced from the Redevelopment Project Area as a result of the project.

Section 4. The Authority hereby recommends to the City approval of the Redevelopment Plan and the Redevelopment Project described in the Redevelopment Plan.

Section 5. All prior resolutions of the Authority in conflict with the terms and provisions of this resolution are hereby expressly repealed to the extent of such conflicts.

Section 6. This resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 18th day of October, 2017.

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

ATTEST:

By: _____


Secretary

By: _____


Chair

O'Neill Wood Resources

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

* * * * *

EXHIBIT B

FORM OF REDEVELOPMENT PLAN

O'Neill Wood Resources



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item F-1

#9655 - Consideration of Amending the Salary Ordinance

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: October 24, 2017

Subject: Consideration of Approving Salary Ordinance No. 9655

Presenter(s): Aaron Schmid, Human Resources Director

Background

The salary ordinance for employees of the City of Grand Island comes before Council when changes are necessary. The following explains the proposed change to the salary ordinance.

Discussion

The purpose of this salary ordinance is simply to correct an entry error for the Civil Engineer Manager position. The change is noted in the “red-line” copy of the ordinance.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve proposed Salary Ordinance No. 9655.

Sample Motion

Move to approve Salary Ordinance No. 9655.

ORDINANCE NO. 9655

An ordinance to amend Ordinance 9652 known as the Salary Ordinance which lists the currently occupied classifications of officers and employees of the City of Grand Island, Nebraska and established the ranges of compensation of such officers and employees; ~~to rename the non-union position Assistant Public Works Director/Manager of Engineering Services to Assistant Public Works Director/Engineering; to remove the non-union position of Library Assistant Director; to move the IBEW Service/Clerical positions of Administrative Assistant—Utilities and Utility Secretary to the IBEW Utilities labor agreement; to amend the salary ranges of non-union employees; to amend the salary ranges of employees covered under the AFSCME labor agreement; to amend the salary ranges of employees covered under the IBEW Finance, IBEW Wastewater, IBEW Service Clerical and the IBEW Utilities labor agreements; to amend the salary ranges of employees covered under the FOP labor agreement~~to correct the salary range of the non-union position Civil Engineering Manager-PCC; and to repeal those portions of Ordinance No. 9652 and any parts of other ordinances in conflict herewith; to provide for severability; to provide for the effective date thereof; and to provide for publication of this ordinance in pamphlet form.

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

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

Approved as to Form <input type="checkbox"/> _____ <input type="checkbox"/> City Attorney
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Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accountant	25.0420/36.7545	Exempt
Accounting Technician – Solid Waste	20.1118/25.2200	40 hrs/week
Assistant to the City Administrator	23.6076/33.2328	Exempt
Assistant Finance Director	33.9866/49.0855	Exempt
Assistant Public Works Director/Engineering	38.9075/58.6000	Exempt
Assistant Utilities Director – Engineering/Business Operations	52.4196/75.5731	Exempt
Assistant Utilities Director – Production	54.4194/77.3596	Exempt
Assistant Utilities Director – Transmission	54.4194/79.5179	Exempt
Attorney	32.8943/48.8298	Exempt
Biosolids Technician	19.9492/30.2055	40 hrs/week
Building Department Director	38.9156/57.9988	Exempt
CADD Operator	21.7392/31.2635	40 hrs/week
Cemetery Superintendent	24.9930/37.0264	Exempt
City Administrator	71.4964/83.4798	Exempt
City Attorney	48.0254/66.6890	Exempt
City Clerk	32.1275/43.2299	Exempt
Civil Engineer I	30.9104/43.9238	Exempt
Civil Engineer II	35.0776/50.5140	Exempt
Civil Engineering Manager – Utility PCC	43.7585/ 57.6101 60.9521	Exempt
Collection System Supervisor	25.2062/36.6306	40 hrs/week
Community Service Officer – Part time	16.3821/22.3330	40 hrs/week
Custodian – Library, Police	14.6526/20.9826	40 hrs/week
Customer Service Representative – Part time	10.1816/14.0817	40 hrs/week
Customer Service Team Leader	20.4821/28.0380	Exempt
Electric Distribution Superintendent	38.0495/52.6906	Exempt
Electric Distribution Supervisor	32.1304/46.4077	40 hrs/week
Electric Underground Superintendent	33.8855/48.8524	Exempt
Electrical Engineer I	29.3018/42.3606	Exempt
Electrical Engineer II	33.9868/49.0856	Exempt
Emergency Management Deputy Director	27.5291/40.4906	Exempt
Emergency Management Director	39.1800/57.9988	Exempt
Engineer I – Public Works	31.9298/45.3644	Exempt
Engineer I – WWTP	31.9298/44.9241	Exempt
Engineering Technician - WWTP	21.6888/29.9419	40 hrs/week

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Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Equipment Operator - Solid Waste	18.8402/27.0280	40 hrs/week
Finance Director	44.5620/67.8909	Exempt
Finance Operations Supervisor	23.5153/33.0311	Exempt
Fire Chief	43.8841/66.8839	Exempt
Fire EMS Division Chief	37.2284/53.9871	Exempt
Fire Operations Division Chief	37.2284/53.9871	Exempt
Fire Prevention Division Chief	36.4315/52.2063	Exempt
Fleet Services Shop Foreman	24.8053/37.0367	40 hrs/week
GIS Coordinator - PW	29.0889/43.3841	Exempt
Golf Course Superintendent	25.6180/36.9726	Exempt
Grounds Management Crew Chief – Cemetery	21.5304/31.1900	40 hrs/week
Grounds Management Crew Chief – Parks	22.9087/32.8811	40 hrs/week
Human Resources Director	39.2863/58.6741	Exempt
Human Resources Benefits/Risk Mgmt Coordinator	23.8470/35.2851	40 hrs/week
Human Resources Recruiter	23.8470/35.2851	40 hrs/week
Human Resources Specialist	23.8470/35.2851	40 hrs/week
Information Technology Manager	38.1246/57.5444	Exempt
Legal Secretary	21.3052/28.7935	40 hrs/week
Librarian I	23.5150/29.8553	Exempt
Librarian II	26.2548/33.4820	Exempt
Library Assistant I	14.3559/20.7473	40 hrs/week
Library Assistant II	17.7411/25.1156	40 hrs/week
Library Director	42.3759/64.8136	Exempt
Library Page	10.2060/14.0796	40 hrs/week
Library Secretary	16.8394/23.3320	40 hrs/week
Maintenance Worker – Golf	16.4369/25.7469	40 hrs/week
Meter Reader Supervisor	23.5153/30.5976	Exempt
MPO Program Manager	25.5386/38.3336	Exempt
Office Manager – Police Department	19.9156/28.6495	40 hrs/week
Parks and Recreation Director	42.6304/64.8620	Exempt
Parks Superintendent	31.7524/47.0128	Exempt
Payroll Specialist	20.5197/29.7956	40 hrs/week
Planning Director	40.5175/61.1830	Exempt
Police Captain	37.3229/53.7815	Exempt
Police Chief	46.2620/67.9351	Exempt

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Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Power Plant Maintenance Supervisor	35.5371/48.0134	Exempt
Power Plant Operations Supervisor	37.7260/52.1594	Exempt
Power Plant Superintendent – Burdick	42.7013/60.5861	Exempt
Power Plant Superintendent – PGS	49.2281/69.8144	Exempt
Public Information Officer	28.2585/42.1368	Exempt
Public Works Director	45.8640/68.3250	Exempt
Public Works Engineer	33.3344/48.2010	Exempt
Receptionist	16.2370/25.5802	40 hrs/week
Recreation Coordinator	23.5145/33.6513	Exempt
Recreation Superintendent	32.4386/49.4218	Exempt
Regulatory and Environmental Manager	39.3449/53.8784	Exempt
Senior Electrical Engineer	38.5745/53.7141	Exempt
Senior Public Safety Dispatcher	19.9491/26.7956	40 hrs/week
Senior Utility Secretary	19.3261/25.9884	40 hrs/week
Shooting Range Superintendent	28.3884/42.9764	Exempt
Solid Waste Division Clerk - Full Time	19.5948/24.7660	40 hrs/week
Solid Waste Division Clerk - Part Time	17.4470/22.4888	40 hrs/week
Solid Waste Foreman	22.7440/31.7591	40 hrs/week
Solid Waste Superintendent	33.1380/48.8771	Exempt
Street Superintendent	31.5101/46.8878	Exempt
Street Foreman	24.1698/35.4161	40 hrs/week
Transit Program Manager	27.2356/39.1203	Exempt
Turf Management Specialist	23.0237/32.5926	40 hrs/week
Utilities Director	74.5524/99.3789	Exempt
Utility Production Engineer	38.0339/56.0660	Exempt
Utility Warehouse Supervisor	26.9010/37.8519	40 hrs/week
Victim Assistance Unit Coordinator	16.4543/24.0026	40 hrs/week
Victim/Witness Advocate	15.0826/22.0017	40 hrs/week
Wastewater Plant Chief Operator	24.1472/35.1586	40 hrs/week
Wastewater Plant Engineer	34.6253/52.9966	Exempt
Wastewater Plant Operations Engineer	33.4478/50.0133	Exempt
Wastewater Plant Maintenance Supervisor	25.7302/36.5320	40 hrs/week
Wastewater Plant Regulatory Compliance Manager	33.4501/39.9330	Exempt
Water Superintendent	31.9568/46.7388	Exempt
Water Supervisor	25.2435/36.7276	40 hrs/week

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Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Worker / Seasonal	9.0000/20.0000	Exempt
Worker / Seasonal	9.0000/20.0000	40 hrs/week
Worker / Temporary	9.0000/20.0000	40 hrs/week
Worker / Parks & Recreation Part time	9.0000/20.0000	40 hrs/week

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

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Equipment Operator – Streets	20.2573/30.0084	40 hrs/week
Fleet Services Mechanic	22.6354/33.5361	40 hrs/week
Horticulturist	23.2001/34.4339	40 hrs/week
Maintenance Worker – Cemetery	19.1529/28.3966	40 hrs/week
Maintenance Worker – Parks	18.8928/28.0271	40 hrs/week
Maintenance Worker – Streets	18.8841/27.9944	40 hrs/week
Senior Equipment Operator – Streets	21.7407/32.2452	40 hrs/week
Senior Maintenance Worker – Streets	21.5907/32.0228	40 hrs/week
Traffic Signal Technician	21.4414/31.8015	40 hrs/week

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Clerk	17.7758/23.5229	40 hrs/week
Administrative Assistant-Utilities	19.9718/28.7466	40 hrs/week
Cashier	16.7924/22.8825	40 hrs/week
Custodian	17.3168/20.7680	40 hrs/week
Electric Distribution Crew Chief	35.0781/45.0560	40 hrs/week
Electric Underground Crew Chief	35.0781/45.0560	40 hrs/week
Engineering Technician I	22.0667/30.5436	40 hrs/week
Engineering Technician II	27.5224/36.9386	40 hrs/week
Instrument Technician	31.9675/42.1791	40 hrs/week
Lineworker Apprentice	23.7367/34.0205	40 hrs/week
Lineworker First Class	32.7290/39.6250	40 hrs/week
Materials Handler	26.3770/34.1924	40 hrs/week
Meter Reader	19.3859/25.5225	40 hrs/week
Meter Technician	27.1987/32.9122	40 hrs/week
Payroll Clerk	17.7758/23.5229	40 hrs/week
Power Dispatcher I	30.7068/40.5910	40 hrs/week
Power Dispatcher II	33.8351/44.4444	40 hrs/week
Power Plant Maintenance Mechanic	30.5208/38.7529	40 hrs/week
Power Plant Operator	33.2929/39.3280	40 hrs/week
Senior Accounting Clerk	19.6926/25.7957	40 hrs/week
Senior Engineering Technician	32.8642/41.2114	40 hrs/week
Senior Materials Handler	30.5989/39.8894	40 hrs/week
Senior Meter Reader	22.0869/26.3711	40 hrs/week
Senior Power Dispatcher	39.8510/51.7230	40 hrs/week
Senior Power Plant Operator	37.3984/46.7852	40 hrs/week
Senior Substation Technician	39.6994/42.3424	40 hrs/week
Senior Water Maintenance Worker	24.8696/33.3929	40 hrs/week

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Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Substation Technician	37.6973/39.2418	40 hrs/week
Systems Technician	34.5846/42.4335	40 hrs/week
Tree Trim Crew Chief	30.1578/38.5387	40 hrs/week
Utility Electrician	29.7562/39.2376	40 hrs/week
Utility Groundman	20.0063/28.0000	40 hrs/week
Utility Secretary	18.2740/25.7861	40 hrs/week
Utility Technician	29.8950/40.1815	40 hrs/week
Utility Warehouse Clerk	22.3419/27.8128	40 hrs/week
Water Maintenance Worker	21.5145/29.2439	40 hrs/week
Wireworker I	23.6029/34.1615	40 hrs/week
Wireworker II	32.7290/39.6250	40 hrs/week

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

Classification	Hourly Pay Range Min/Max	
Police Officer	21.4478/32.8582	
Police Sergeant	26.8440/40.3104	

OVERTIME ELIGIBILITY

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

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vacation, personal leave and holiday hours. Employees shall be eligible for overtime when they exceed their hours scheduled for work in the fourteen (14) day pay cycle with a minimum of eighty (80) hours. There shall also be established for each employee in the bargaining unit a Training and Special Events bank of thirty (30) hours per individual per contract year. Each employee may be scheduled for training or special event duty with a minimum of seven (7) days notice prior to the commencement of the pay period and the training and special events bank hours may be added to the eighty (80) hour, two (2) week pay period up to eighty-six (86) hours and these hours shall not be eligible for overtime. Training and special events hours worked in excess of eighty-six (86) hours in a two week pay period will be eligible for overtime, but will not be subtracted from the Training and Special Events bank. All work completed after eighty (80) hours in a pay period that is performed for work that is funded by grants from parties outside or other than the City of Grand Island, shall be paid overtime for the time worked after eighty (80) hours, if the time is funded at overtime rates by the grant. Any such grant hours are not deducted from the Training and Special Events bank.

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Fire Captain	19.9429/27.6524	212 hrs/28 days
Firefighter / EMT	15.1020/21.9163	212 hrs/28 days
Firefighter / Paramedic	17.0188/24.0361	212 hrs/28 days
Life Safety Inspector	22.9354/32.5426	40 hrs/week
Shift Commander	24.3197/31.8276	212 hrs/28 days

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IAFF employees, with the exception of the Life Safety Inspector, will be eligible for overtime pay for hours worked in excess of 212 hours in each 28-day pay period, unless recall or mandatory overtime is required as specified in the IAFF labor agreement. When an employee is assigned as an Apparatus Operator (not including ambulance or service vehicles) the employee will receive an additional fifty cents (\$.50) per hour. SECTION 6. The currently occupied classifications of the employees of the City of Grand Island included under the IBEW-WWTP labor agreement, and the ranges of compensation salary and wages, excluding shift differential as provided by contract, to be paid for such classifications, and the number of hours and work period which certain such employees included under the IBEW-WWTP labor agreement shall work prior to overtime eligibility are as follows:

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – WWTP	18.2141/25.6290	40 hrs/week
Equipment Operator – WWTP	18.4488/25.9593	40 hrs/week
Maintenance Mechanic I	18.8178/26.4785	40 hrs/week
Maintenance Mechanic II	21.8008/30.6760	40 hrs/week
Maintenance Worker – WWTP	19.4706/27.3972	40 hrs/week
Wastewater Clerk	15.5592/21.8931	40 hrs/week
Wastewater Plant Laboratory Technician	20.3696/28.6620	40 hrs/week
Wastewater Plant Operator I	18.3622/25.8377	40 hrs/week
Wastewater Plant Operator II	20.4815/28.8197	40 hrs/week

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

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covered under the IBEW Wastewater Treatment Plant labor agreement may receive forty dollars (\$40) per pay period stipend.

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

Classification	Hourly Pay Range Min/Max	Overtime Eligibility
Accounting Technician – Streets	19.2314/25.6718	40 hrs/week
Accounts Payable Clerk	17.7219/25.6402	40 hrs/week
Administrative Assistant	20.0426/28.7466	40 hrs/week
Administrative Assistant - Parks	20.0426/28.7466	40 hrs/week
Audio Video Technician	19.8525/28.0067	40 hrs/week
Building Inspector	22.3577/31.7228	40 hrs/week
Community Development Administrator	21.8869/31.4690	40 hrs/week
Community Development Specialist	20.0901/28.8148	40 hrs/week
Computer Operator	23.8896/31.4043	40 hrs/week
Community Service Officer	16.3821/22.3330	40 hrs/week
Computer Programmer	24.1507/35.3935	40 hrs/week
Computer Technician	24.6061/32.3470	40 hrs/week
Crime Analyst	21.6518/30.7380	40 hrs/week
Electrical Inspector	22.3577/31.7228	40 hrs/week
Emergency Management Coordinator	20.0426/28.7466	40 hrs/week
Engineering Technician – Public Works	21.6837/30.5812	40 hrs/week
Evidence Technician	17.0568/24.9604	40 hrs/week
Finance Secretary	17.4735/24.8327	40 hrs/week
GIS Coordinator	27.8771/39.1170	40 hrs/week
Maintenance Worker I – Building, Library	16.8177/22.7602	40 hrs/week
Maintenance Worker II – Building, Police	17.7229/24.0253	40 hrs/week
Planning Technician	24.0966/33.9028	40/hrs/week

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Plans Examiner	23.3529/33.1351	40 hrs/week
Plumbing Inspector	22.3577/31.7228	40 hrs/week
Police Records Clerk – Full Time	15.6742/21.8178	40 hrs/week
Public Safety Dispatcher	16.9834/24.8081	40 hrs/week
Shooting Range Operator	23.3967/31.7146	40 hrs/week
Stormwater Program Manager	22.0597/31.1116	40 hrs/week

A shift differential of \$0.15 per hour shall be added to the base hourly wage for persons in the employee classification Public Safety Dispatcher who work any hours or a portion thereof between 3:00 p.m. and 11:00 p.m. Employees who work any hours or portion thereof from 11:00 p.m. to 7:00 a.m. will receive a shift differential of \$0.25 per hour. This does not include persons who work the day shift. Shift differential will only be paid for actual hours worked. Paid leave will not qualify for the shift differential pay. A shift differential of \$0.25 per hour shall be added to the base hourly wage for persons who work rotating shifts covered by the IBEW Utilities labor agreement in the employee classifications of Power Dispatcher I, Power Dispatcher II, Power Plant Operator, Senior Power Dispatcher and Senior Power Plant Operator. All employees covered under the FOP labor agreement and are regularly assigned to a shift whose majority of hours occur between 1800 hours and 0600 hours, shall be paid an additional thirty-five cents (\$0.35) per hour.

SECTION 8. The classification of employees included under labor agreements with the City of Grand Island, and the ranges of compensation (salary and wages, excluding shift differential as provided by contract) to be paid for such classifications, and the number of hours and work period which certain such employees shall work prior to overtime eligibility are as stated above. Each employee, covered by the IAFF labor agreement, after their first year, except Life Safety Inspector, will be credited five hundred twenty-five dollars (\$525) annual credit to be

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used for the purchase of the uniform item purchases as needed. New hires will receive four hundred dollars (\$400) credit for the purchase of initial uniforms. After probation they shall receive an additional five hundred dollars (\$500) for the purchase of a Class A uniform or other items as necessary. All employees of the FOP labor agreement shall be paid a clothing and uniform allowance in addition to regular salary at the rate of Three Hundred Twenty-five dollars (\$325.00) semi-annually. If any such employee covered by the FOP labor agreement shall resign, or his or her employment be terminated for any reason whatsoever, the clothing allowance shall be paid on a prorata basis, but no allowance shall be made for a fraction of a month. New employees covered by the IBEW – Utilities labor agreement who are required to wear full fire retardant (FR) clothing will be eligible for a one-time reimbursement up to \$1,200 to purchase or rent required uniforms. All other employees required to wear full FR clothing will be eligible for reimbursement up to -\$700 in Years 1 and 2; in Year 3 eligible up to \$1,000. The non-union position of Meter Reader Supervisor who are required to wear full fire retardant clothing will be eligible for an annual stipend of \$700 in Years 1 and 2; in Year 3 eligible up to \$1,000 to purchase or rent required uniforms. Those employees who are required to wear partial fire retardant clothing will be eligible for an annual stipend of \$350. Employees will be reimbursed for said purchases with a receipt showing proof of purchase. Employees covered by the IBEW Service/Clerical labor agreement in the Community Service Officer Full Time position shall be paid a uniform allowance at the rate of \$10.00 per pay period. Employees in the non-union Community Service Officer Part Time position shall be paid a prorated uniform allowance based on hours worked, not to exceed \$10.00 per pay period.

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

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

Employees covered by the AFSCME labor agreement shall be granted a meal allowance of \$4.50 if they are required to work two (2) hours overtime consecutively with their normal working hours during an emergency situation, and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Employees covered by the IBEW - Utilities labor agreement shall be allowed a meal allowance for actual cost, or up to \$12.00 per meal, if they are required to work two (2) hours overtime consecutively with their normal working hours and if such overtime would normally interfere with and disrupt the employee's normal meal schedule. Direct supervisors of employees who are covered by labor agreements which allow overtime meal allowance shall be entitled to the same meal allowance benefit. Non-exempt direct supervisors of employees who are covered by labor agreements which allow stand-by pay shall be entitled to the same stand-by pay benefit.

Employees covered by the FOP labor agreement who are directed to be on stand-by duty by the Chief of Police or Police Captain shall receive one (1) hour of straight time pay for each eight (8) hours of standby duty or fraction thereof, that occurs between regularly assigned duty shifts. In the event that an employee covered by the FOP labor agreement is called in to work while off duty, the employee shall be paid for a minimum of two (2) hours at one and one-half (1.5) the regular rate of pay and for any additional time worked thereafter.

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

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

(A) All employees covered in the IBEW Utilities labor agreements shall have a contribution to a VEBA made on their behalf for fifty-three percent (53%) of their accumulated medical leave at the time of their retirement, early retirement, or death, not to exceed five hundred eighty-six and eighteen hundredths hours (calculated at $53\% \times 1,106 \text{ hours} = 586.18 \text{ hours}$), the rate of compensation to be based on the employee's salary at the time of retirement or death. Employees covered in the IAFF labor agreement, with the exception of Life Safety Inspector,

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

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Employees hired on or after October 1, 2014, covered by the AFSCME labor agreement will not receive compensation at retirement for unused medical leave. Employees covered under the FOP labor agreement shall be paid thirty-seven and one-half percent (37.5%) of their accumulated medical leave bank at the time of their retirement, not to exceed four hundred eighty hours (calculated at 37.5% x 1,280 hours = 480 hrs.), based on the employee's salary at the time of retirement. If death occurs while in the line of duty, employees covered under the FOP labor agreement shall be paid one hundred percent (100%) of their accumulated medical leave bank at the time of their death, not to exceed one thousand two hundred eighty (1,280) hours, based on the employee's salary at the time of their death.

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

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

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

ORDINANCE NO. 9655 (Cont.)

agreements shall have a contribution made on their behalf to the VEBA account of \$15 per pay period. Employees represented by the IBEW Utilities labor agreement shall have a contribution made on their behalf to their VEBA account in the amount of \$20.00 per pay period. Employees represented by the IAFF labor agreement shall have a contribution made on their behalf to the VEBA account of \$10 per pay period.

SECTION 11. An employee, who is represented by the FOP labor agreement, shall annually receive longevity pay based upon the total length of service with the City. Such pay shall be effective beginning with the first full pay period following completion of the specified years of service. Payment shall be made on a prorated basis on each regular pay day. The following rate schedule shall apply: ten years (beginning 11th year) - \$ 645.50; fifteen years (beginning 16th year) - \$ 830.50; 20 years (beginning 21st year) - \$1,032.50; twenty-five years (beginning 26th year) - \$1,247.50.

SECTION 12. The validity of any section, subsection, sentence, clause, or phrase of this ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 13. The adjustments identified herein shall be effective on the date of passage and publication in pamphlet form in one issue of the Grand Island Independent as provided by law, effective October 2, 2017.

SECTION 14. Those portions of Ordinance No. 9652 and all other parts of ordinances in conflict herewith be, and the same are, hereby repealed.

ORDINANCE NO. 9655 (Cont.)

Enacted October 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item F-2

#9656 - Consideration of Amending Chapter 5 of the Grand Island City Code Relative to Mini-Pigs

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Stacy R. Nonhof, Assistant City Attorney

Meeting: October 24, 2017

Subject: Chapter 5 Code Changes

Presenter(s): Jerry Janulewicz, City Attorney

Background

A citizen of Grand Island was found to be in possession of a mini-pig in violation of City Code. This citizen forwarded a request to the Animal Advisory Board to change City Code to allow citizens to have mini-pigs within the city limits. The Animal Advisory Board then met to discuss the proposed changes and to either approve or disapprove proposed changes. What is being presented tonight are the changes approved by the Animal Advisory Board.

Discussion

Codes regarding mini-pigs from numerous cities across the United States were examined for guidance in crafting code changes for Grand Island. A mini-pig will be limited to pure-bred animals of the species *Sus Scrofa Domesticus*. The five allowed breeds under this definition are the Vietnamese Potbellied, Juliana, African Pygmy (or Guinea Hog), Yucatan and Ossabow Island pigs.

Owners of mini-pigs will be required to license their pigs just as owners of dogs and cats are required to license their animals. Mini-pigs are required to provide proof of a series of vaccinations specific to pigs before the pig can be licensed. Also, mini-pigs will be required to be on a leash just as dogs are required to be on a leash if off the owner's property.

People will only be allowed to have one mini-pig that is no more than 100 pounds fully grown and measuring 22 inches in height at the shoulder. When applying for a license for a mini-pig, the owner must: show written proof from a licensed veterinarian that by the age of four (4) months the mini-pig has been spayed or neutered and show documentation that the mini-pig is a pure-bred of one of the five allowable breeds.

Mini-pigs are required to be vaccinated and blood tested annually. Veterinarians will be required to complete a certificate of vaccination and blood testing and then provide a copy of that certificate to the Animal Control Authority. If any mini-pig tests positive for

pseudorabies, brucellosis or other disease, the mini-pig is to be housed by the Animal Control Authority until it is cured of the disease. If the mini-pig cannot be cured, then the Animal Control Authority will destroy the mini-pig. Any housing of a mini-pig and/or destruction will be at the cost of the owner of the mini-pig.

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 Ordinance amending Chapter 5 of City Code allowing for mini-pigs.

Sample Motion

Move to approve Ordinance No. 9656.

ORDINANCE NO. 9656

An ordinance to amend Chapter 5 of Grand Island City Code; to amend Sections 5-1, 5-12, 5-34 and Section 5-38; to add Sections 5-58 through 5-67; to clarify and/or make general corrections to various code sections, to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Sections 5-1, 5-12, 5-34 and Section 5-38 of the Grand Island City Code are hereby amended to read as follows:

CHAPTER 5 ANIMALS

Article I. General

§5-1. Definitions

As used in this chapter, the following terms mean:

Abandon. To leave any animal in one's care, whether as owner or custodian, for any unreasonable length of time without making effective provision for its food, water, or other care as is reasonably necessary for the animal's health.

Animal. Any live, member of the Animal Kingdom with the following exceptions:

- Human beings;
- Animals that are sold commercially as food for human consumption;
- Animals that are slaughtered as food for human or animal consumption;
- Animals that are slaughtered or processed for human use;
- Animals that are used for scientific research conducted at commercial or academic facilities;
- Animals that are used as commonly acceptable bait for lawful fishing activities; or
- Vermin.

Animal Abuse. To knowingly, willfully, intentionally or inhumanely kill, maim, injure, torture, or beat an animal with the following exceptions:

- Euthanization or treatment by a Veterinarian or at a Veterinary Hospital or Clinic;
- Euthanization or treatment at an Animal Control Facility;
- Killing or injuring by members of law enforcement or Animal Control Officers in the course of their duties;
- Killing or injuring by persons protecting themselves or others from potential death or serious injury; or
- Training or disciplining an animal using commonly accepted methods.

Approved as to Form	by _____
October 20, 2017	City Attorney

ORDINANCE NO. 9656 (Cont.)

Animal Control Authority. The entity contracted to enforce the City of Grand Island's animal control laws. This also includes any law enforcement agencies authorized to enforce local, State, or Federal animal control laws.

Animal Control Officer. Any person employed or designated by any Animal Control Authority or law enforcement agency to enforce local, State, or Federal animal control laws.-

Animal Shelter. Any facility operated by the City or by the duly authorized Animal Control Authority for the purpose of impounding or caring for animals held under the authority of this chapter.

Anti-Escape Barrier. Any housing, fencing, or device humanely designed to prevent a dog from leaving an area.

Apiary. A place where bee colonies are kept.

Auctions Facility. Any commercial establishment place or facility where animals are regularly bought, sold, or traded, except for those facilities otherwise defined in this ordinance. This section does not apply to individual sales of animals by owners.

Bedding. Dry material such as straw, cedar or wood chips, or any other absorbent material that provides insulation.

Bee. Any stage of the common domestic honey bee, Apis Mellifera Species.

Birds. Any feathered vertebrate, including pigeons, but excluding poultry.

Bite. Any seizure with the teeth or mouth by an animal which causes injury or harm.

Boarding Kennel. Any commercial facility used to house animals owned by persons other than the owner or operator.

Breeder. Any person or entity engaged in breeding and/or selling more than ten (10) animals in any twelve (12) month period.

Circus. A commercial variety show featuring animal acts for public entertainment.

Colony. A hive and its equipment and appurtenances, including bees, comb, honey, pollen and brood.

Commercial Animal Establishment. Any pet shop, grooming shop, auction facility, riding school or stable, performing animal exhibition, or kennel with the following exceptions:

ORDINANCE NO. 9656 (Cont.)

An animal shelter;
A veterinary hospital or clinic;
A commercial facility that sells, slaughters, or processes animals; or
A commercial or academic animal research facility.

Cruelly mistreat. To knowingly and intentionally kill, maim, disfigure, torture, beat, mutilate, burn, scald, or otherwise inflict harm upon any animal.

Cruelly neglect. To fail to provide any animal in one's care, whether as owner or custodian, with food, water, or other care as is reasonably necessary for the animal's health.

Dangerous Animal. An animal that has killed a human being; has inflicted injury on a human being that requires medical treatment, or has killed a domestic animal without provocation with the following exceptions:

An animal that is provoked;
An animal that is serving as a guard for persons or property; or
An animal that kills or injures a person who is trespassing.

Domestic animal. Shall mean a cat, a dog, or livestock.

Enclosure. Any tract of land intended to restrain or contain an animal by means of a building, fence, or any other means.

Fowl. Any poultry, other than pigeons.

Grooming Shop. A commercial establishment where animals are bathed, clipped, plucked, or otherwise groomed.

Health Department. The agency or organization the City contracts with or designates to enforce the provisions of Chapter 5 - Animals of the Grand Island City Code related to public health and welfare.

Hive. A structure intended for the housing of a bee colony.

Hybrid animal. Any animal which is the product of the breeding of a domestic dog with a nondomestic canine species.

Humane killing. The destruction of an animal by a method which causes the animal a minimum of pain and suffering.

Kennel. Any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee, or selling dogs or cats.

ORDINANCE NO. 9656 (Cont.)

Livestock. Any hoofed animal commonly associated with domestic agricultural purposes, including but not limited to: horses, mules, donkeys, cows, sheep, goats, llamas, hogs, bovine, equine, swine, sheep, goats, domesticated cervine animals, ratite birds, or poultry.

Medical treatment. Treatment administered by a physician or other licensed health care professional.

Mini-pig. A pure-bred animal of the species *Sus Scrofa Domesticus*, commonly known as Vietnamese Potbellied, Juliana, African Pygmy (Guinea Hog), Yucatan or Ossabow Island pigs.

Mutilation. Intentionally causing permanent injury, disfigurement, degradation of function, incapacitation, or imperfection to an animal. Mutilation does not include conduct performed by a veterinarian licensed to practice veterinary medicine and surgery in this state or conduct that conforms to accepted veterinary practices.

Owner. Any person(s), or legal entity having permanent control of an animal or housing, feeding, or controlling an animal for more than three (3) days with the following exceptions:

A boarding kennel; or

A veterinarian, veterinary hospital, or veterinary clinic.

Performing Animal Exhibition. Any spectacle, display, act, circus, fair, or event in which animals perform.

Pet. Any animal kept for pleasure or companionship rather than solely for utility.

Pet Shop. Any person, partnership, or corporation, whether operated separately or in connection with another business except for a licensed kennel, that buys, sells, or boards any species of animal.

Potentially Dangerous Animal. (a) Any animal that when unprovoked:

inflicts an injury on a human being that does not require medical treatment; or

injures a domestic animal; or

chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack; or

(b) Any specific animal with a known propensity, tendency, or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

Restraint. Securing an animal by a leash or lead which results in it being under the control of owner or custodian or being confined within the real property limits of its owner or custodian.

ORDINANCE NO. 9656 (Cont.)

Riding School or Stable. Any place which has available for hire, boarding and/or riding instruction, any horse, pony, donkey, mule, or burro.

Running at Large. Any dog or other animal off outside the premises of its owner or custodian and not controlled by a leash, cord, chain, rope, cage or other suitable means of physical restraint.

Shelter. Any structure with a roof and at least three (3) walls designed and capable of protecting and/or housing one or more animals while providing protection from the elements and affording any animal housed or protected in it, the space to sit, stand, lie down, and turn around.

Torture. Intentionally subjecting an animal to pain, suffering, or agony with the following exceptions:

1. The slaughter of animals as food for human or animal consumption;
2. The slaughter or processing of animals for human use;
3. The use of animals for scientific research conducted at commercial or academic facilities;
4. The use of animals as commonly acceptable bait for lawful fishing activities;
5. The extermination of vermin;
6. The euthanization or treatment of an animal by a Veterinarian or at a Veterinary Hospital or Clinic;
7. The euthanization or treatment of an animal at an animal control facility;
8. The killing or injuring of animals by members of law enforcement or Animal Control Officers in the course of their duties;
9. The killing or injuring of animals by persons protecting themselves or others from potential death or serious injury; or
10. The training or disciplining of animals using commonly accepted methods.

Vermin. Animals that infest places where humans live, work, or control and which are commonly considered objectionable, excluding animals used solely as feeder animals. Examples include but are not limited to rodents and insects.

Wild Animal. Any animal that is native to a foreign country, of foreign origin or character, not native to the United States, not native to the State of Nebraska, and/or is any wild, poisonous, or potentially dangerous animal not normally considered domesticated, including but not limited to monkeys, raccoons, skunks, snakes and lions but excluding birds and those animals listed on the Approved Animal List.

Article III. Animal Licenses

§5-12. Registration Fee; Amounts; Delinquent

(A) The owner of any dog, cat or mini-pig over the age of three months in the City of Grand Island shall pay an annual pet license fee for said animal. Such fee shall be adopted by the governing body and identified in the City of Grand Island Fee Schedule.

The annual pet license as provided in this section shall be for the period of January 1 through December 31 of the licensing year. The pet license provided for by this section shall be secured by each new owner or new resident within thirty days of establishing residency in the City or after acquiring said animal, notwithstanding the fact that the dog, cat or mini-pig may have been registered within the annual period by a previous owner or that the dog, cat or mini-pig had been registered with another authority other than the City of Grand Island.

(B) The fee required in (A) above shall become due on January 1 of the licensing year and shall become delinquent on February 1 of each year. The owner of any dog, cat or mini-pig in the City of Grand Island registering the same after said fee has become delinquent shall pay a surcharge in accordance with the fees adopted by the governing body identified in the City of Grand Island Fee Schedule.

(C) No dog, cat or mini-pig shall be registered and licensed unless and until the owner shall display a certificate of a licensed veterinarian showing that such dog or cat has been vaccinated for rabies. No mini-pig shall be registered and licensed unless and until the owner shall show proof of vaccination as found in Section 5-64 as found below.

(D) The owner of any dog, cat or mini-pig that has been declared "potentially dangerous" or "dangerous" shall pay, in addition to the pet license above, an annual kennel inspection fee. Such fee shall become due at the time of the declaration, and then shall be paid annually thereafter with the annual fee becoming due on January 1 of the year following the declaration, and shall become delinquent on February 1 of said year. The kennel inspection fee shall be adopted by the governing body and identified in the City of Grand Island Fee Schedule.

Article VI. Animal Control

§5-34. Running at Large; Restraint Required

It shall be unlawful for any owner to suffer or permit any dog or other animal to run at large within the corporate limits of the City of Grand Island. "Running at Large" shall mean any dog or other animal off the premises of the owner and not under the immediate control of a person physically capable of restraining the animal by holding a leash, cord, chain, rope, cage or other suitable means of physical restraint or if the animal is out of doors on the premises of the owner, the animal shall be in an adequate fenced in area or securely fastened to a leash, chain, or trolley system that is of a size and weight appropriate to the size, weight and temperament of the animal to prevent the animal from leaving the owner's premises. It shall be the duty of the Animal Control Authority or other appropriate city law enforcement officer to impound any animal found running at large within the City of Grand Island. Every animal found running at large in violation of this or any other section of the Grand Island City Code is declared to be a public nuisance and may be impounded at the discretion of the Animal Control Authority or other appropriate city law enforcement officer.

ORDINANCE NO. 9656 (Cont.)

§5-38. Animal Noise

(A) No owner shall allow conditions to exist on said owner's property whereby the owner's animal or animals annoy or disturb any neighborhood or any person by loud, continuous, or frequent barking, howling, yelping, crowing, oinking, squealing or grunting.

(B) Owners will be subject to fine pursuant to §1-7 of this code, or Nuisance Owner declaration pursuant to §5-46 at the discretion of the Animal Control Authority or other law enforcement personnel.

SECTION 2. CHAPTER 5 OF THE Grand Island City Code is hereby amended by adding the following:

Article X. Mini-Pigs

§5-58. Number and Size Restrictions.

It shall be unlawful for any person to own, keep, or harbor at any time more than one mini-pig, as defined in Section 5-1 above, per residential or dwelling unit within the city limits. Further, it shall be unlawful for any person to own, keep or harbor any mini-pig reaching a size greater than 100 pounds in weight and/or 22 inches in height measured at the shoulder within the city limits.

§5-59. Spaying/Neutering.

It shall be unlawful to own, keep or harbor a mini-pig within the city limits that is not spayed or neutered if four (4) months of age or older.

§5-60. Restraint.

It shall be unlawful for the owner of any mini-pig within the city to fail to keep their mini-pig securely restrained by a leash, cord, chain, rope, trolley system, or fence sufficient to confine the mini-pig in or upon their premises.

§5-61. Damaging Property of Others.

It shall be unlawful for the owner of a mini-pig to allow or permit their mini-pig to damage property of others or cause bodily injury. If the owner is adjudged guilty of a violation of this section, the court may, in addition to the penalty provided for the violation of this Code, order such disposition or destruction of the offending mini-pig as may seem reasonable and proper.

§5-62. License Application.

Written application for a pet license as required by provisions of this Chapter shall be made to the Animal Control Authority, or other authorized agency. The contents of the application shall contain:

- (a) The name and address of the owner of the mini-pig;

ORDINANCE NO. 9656 (Cont.)

- (b) The color, age and sex of the mini-pig;
- (c) Documentation signed by a licensed veterinarian indicating that, upon reaching the age of four (4) months, the mini-pig has been neutered or spayed;
- (d) Documentation of the breed of the mini-pig conforming to the definition of mini-pig as found in Section 5-1 above; and
- (e) Other such information as may identify the mini-pig.

The applicant shall certify to the information contained in such application under penalty of law for the willful making of any untrue statement.

§5-63. Date for Obtaining License.

Licenses required by Section 5-12 shall be procured in conformance with the requirements of Section 5-12.

§5-64. Vaccination Required.

Every mini-pig required to be licensed by this Article shall be vaccinated by a veterinarian licensed to practice in the State of Nebraska for the following diseases:

<u>Four (4) to Six (6) Weeks of Age:</u>	<u>Erysipelas bacterin</u>
	<u>Leptospira (5 or 6 serotypes) bacterin</u>
	<u>Atrophic rhinitis vaccine</u>
<u>Eight (8) to Ten (10) Weeks of Age:</u>	<u>Repeat above schedule (unless second vaccine already administered)</u>
<u>Biannually:</u>	<u>Booster leptospira bacterin</u>
<u>Annually:</u>	<u>Booster erysipelas bacterin</u>
	<u>Tetanus toxoid (if recommended by veterinarian)</u>
	<u>Booster atrophic rhinitis vaccine</u>

Young mini-pigs shall be vaccinated within thirty (30) days after they have reached two (2) months of age. Unvaccinated mini-pigs acquired or moved into the State must be vaccinated within thirty (30) days after purchase or arrival, unless under two (2) months of age as specified above. Subject to the above, every such mini-pig shall be revaccinated following a period of not more than twelve (12) months since its last vaccination.

§5-65. Blood Tests Required.

Every mini-pig required to be licensed by this article shall, no later than the age of eight (8) weeks, be blood tested to ensure that the animal is not carrying pseudorabies or brucellosis. Such testing shall be repeated annually thereafter. In the event the animal tests positive for either disease, the animal shall be held by the Animal Control Authority and treated until cured, or if

ORDINANCE NO. 9656 (Cont.)

the disease is incurable, the animal shall be destroyed. The cost of holding and, if necessary, destroying the animal shall be borne by the owner of the animal.

§5-66. Certificate of Vaccination and Blood Testing.

It shall be the duty of each veterinarian, at the time of vaccinating or blood testing any mini-pig, to complete a certificate of vaccination and blood testing, which shall include but not be limited to the following information:

- (a) The owner's name and address;
- (b) An adequate description of the animal, including but not limited to such items as the animal's sex, age, name, and distinctive markings;
- (c) The date of vaccination;
- (d) The vaccination tag number;
- (e) The type of vaccine administered;
- (f) The manufacturer's serial number of the vaccine used. Such veterinarian shall issue a tag with the certificate of vaccination;
- (g) The date of blood testing; and
- (h) The results of the blood tests.

The veterinarian shall make and provide a copy of each certificate issued to the Animal Control Authority at the time of its issuance. In the event blood tests reveal the presence of pseudorabies, brucellosis, or other disease, the veterinarian shall notify the Animal Control Authority immediately.

§5-67. Penalty for Violations.

Any person upon whom a duty is placed by the provisions of this Article who shall fail, neglect, or refuse to perform such duty, or who shall violate any of the provisions of this Article, shall be fined pursuant to §1-7 of this Code and the owner shall be subject to the provisions of §5-46 Nuisance Owner of this Code. Each day that a violation of any section of this chapter continues shall constitute a separate and distinct offense and shall be punishable as such. The penalties herein provided shall be cumulative with and in addition to any penalty or forfeiture elsewhere in this chapter provided.

SECTION 3. Any ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

ORDINANCE NO. 9656 (Cont.)

Enacted: October 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item F-3

#9657 - Consideration of Property Exchange for Part of Sterling Estates 8th Subdivision for Part of Sterling Park in Sterling Estates 4th Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: October 24, 2017

Subject: Property Exchange - Part of Sterling Estates 8th
Subdivision for Part of Sterling Park in Sterling Estates
4th Subdivision

Presenter(s): Chad Nabity, Regional Planning Director

Background

In 2009, the City of Grand Island purchased 6.75 acres of ground for a park within the area to be developed as the Sterling Estates Subdivision south of Capital Avenue and west of the Moore's Creek Drainway. In June of 2013 the adjoining property owners, from whom the park land was purchased, submitted a plat for the Sterling Estates Fourth Subdivision. In order to accommodate the planned lots, the owners requested that the City exchange a 10-foot-wide strip of property along the south side of the strip reserved to connect the park to the bike trail for a 10-foot-wide strip along the north side of that same strip. This is an even exchange for the property. The developers have also agreed to plat the park property as part of Sterling Estates 4th Subdivision.

During negotiations with the City of Grand Island over the location of utilities, the owners of the subdivision proceeded with a smaller version of the 4th Subdivision and left the remainder of the property north of the park unplatted. It was platted as Sterling Estates 8th Subdivision with approvals in late 2016 and filed in 2017. As a result of these changes and adjustments to the lots, the exchange that was made in 2013 was unnecessary. The platting of the property to the north of the park in 2016 assumed that the property exchanged in 2013 had been traded back. The proposed exchange will insure that clear title is available for the Sterling Estates Park and for Lot 6, Block 2 and Lot 12, Block 1 of Sterling Estates 8th Subdivision as platted.

Discussion

The attached maps and copy of the Sterling Estates 4th Subdivision identify the property involved in the proposed exchange. The City will be exchanging Tract B for Tract A and Tract C for Tract D. Tracts A and B are identical in size and Tracts C and D are identical in size. Council will consider an ordinance that would swap the ownership of these properties. The ordinance is subject to a 30-day remonstrance period should any citizen

feel that the exchange is unfair to the City. City Staff will complete this transaction once the remonstrance period has ended.

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

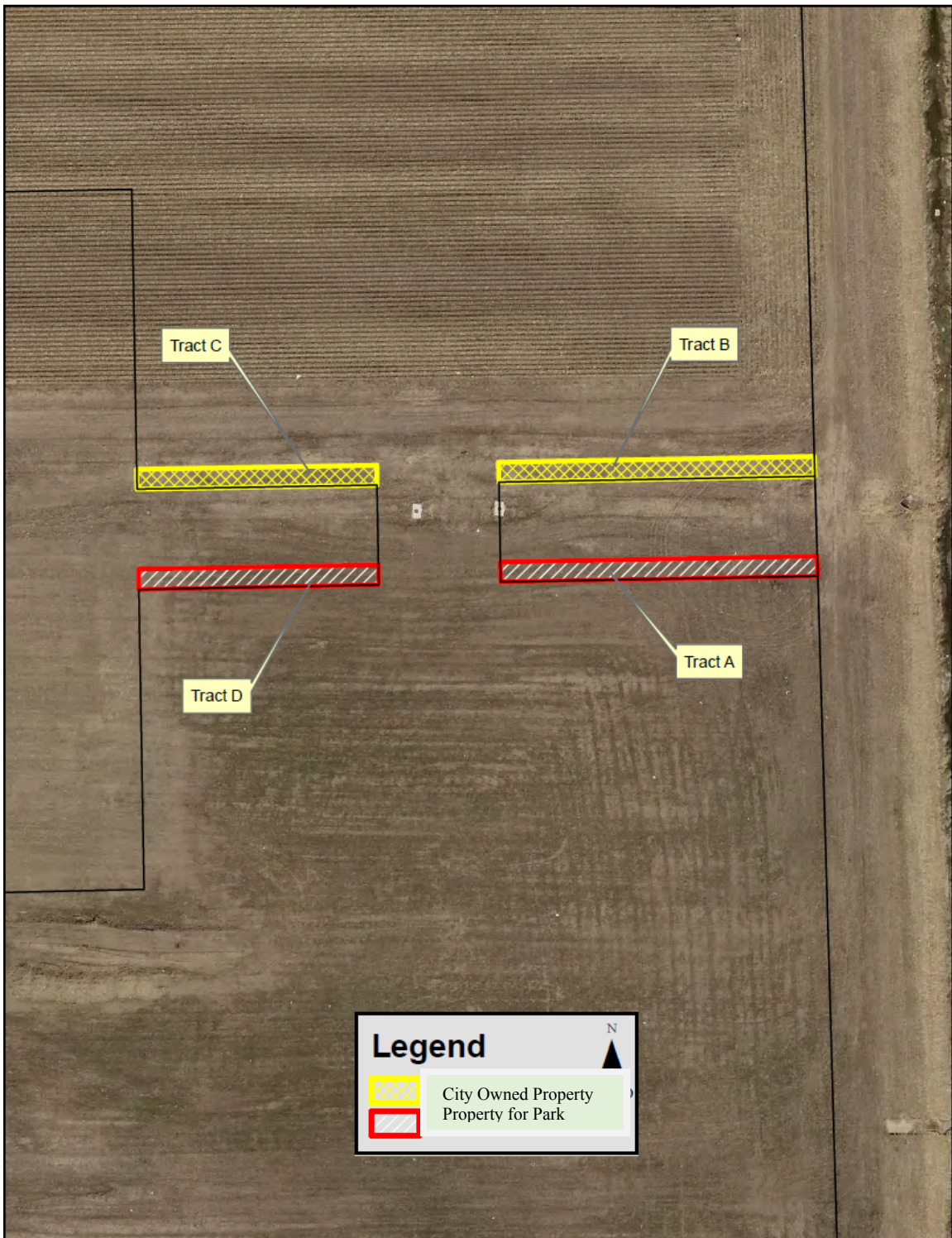
Recommendation

City Administration recommends that the Council approve the ordinances and resolution as presented.

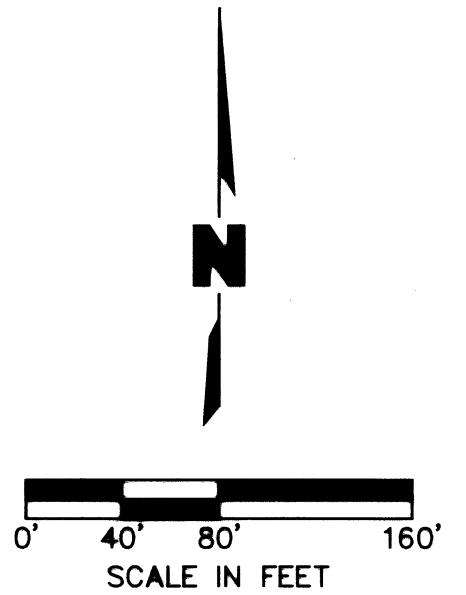
Sample Motion

Move to approve the Ordinance as presented.





DWG: F:\projects\014-1966\SRV\Final_Plat\Final_Plat\Sterling Estates 4th Sub_rev4.dwg
DATE: Apr 20, 2015 3:07pm XREFS: 014-1966_ROW
USER: Wheeler



LEGEND

SET CORNER (5/8"x24" REBAR W/CAP)
FOUND CORNER (5/8" REBAR W/CAP)
SECTION LINE
EXISTING PROPERTY LINE
PROPOSED PROPERTY LINE
EXISTING EASEMENT LINE
EASEMENT LINE TO BE DEDICATED WITH THIS PLAT
MEASURED DISTANCE
RECORDED DISTANCE STERLING ESTATES SUB.
RECORDED DISTANCE STERLING ESTATES THIRD SUB.
RECORDED DISTANCE AUTUMN PARK SUB.
RECORDED DISTANCE DOC. NO. 0200905078

SHEET 1 OF 2

STERLING ESTATES FOURTH SUBDIVISION
IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
FINAL PLAT

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF STERLING ESTATES 2ND SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S00°15'38"W, ALONG THE WEST SIDE OF THE CITY OF GRAND ISLAND DRAINAGE RIGHT-OF-WAY, A DISTANCE OF 446.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°15'38"W, ALONG THE WEST SIDE OF THE CITY OF GRAND ISLAND DRAINAGE RIGHT-OF-WAY, A DISTANCE OF 496.83 FEET TO THE NORTHEAST CORNER OF AUTUMN PARK SUBDIVISION; THENCE N89°45'04"W, ALONG THE NORTH LINE OF SAID AUTUMN PARK SUBDIVISION, A DISTANCE OF 367.30 FEET TO THE NORTHWEST CORNER OF AUTUMN PARK SUBDIVISION AND THE NORTHEAST CORNER OF AUTUMN PARK THIRD SUBDIVISION; THENCE N89°45'31"W, ALONG THE NORTH LINE OF AUTUMN PARK THIRD SUBDIVISION A DISTANCE OF 124.41 FEET TO THE SOUTHEAST CORNER OF STERLING ESTATES THIRD SUBDIVISION; THENCE N00°34'09"E, ALONG THE EAST LINE OF SAID STERLING ESTATES THIRD SUBDIVISION, A DISTANCE OF 301.41 FEET TO THE NORTHEAST CORNER OF STERLING ESTATES THIRD SUBDIVISION; THENCE N89°25'51"W, ALONG THE NORTH LINE OF STERLING ESTATES THIRD SUBDIVISION AND THE NORTH LINE OF STERLING ESTATES SUBDIVISION, A DISTANCE OF 633.90 FEET TO THE EAST RIGHT-OF-WAY LINE OF EBONY LANE; THENCE N00°52'40"E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 34.81 FEET; THENCE N89°07'20"W A DISTANCE OF 162.51 FEET TO A POINT ON THE NORTH LINE OF LOT 10, BLOCK 2, STERLING ESTATES SUBDIVISION AND A POINT OF CURVATURE: THENCE ON A 1815.00 FOOT RADIUS CURVE TO THE RIGHT WITH A BEARING OF N88°03'24"W, ALONG THE NORTH LINE OF LOTS 10 AND 9, BLOCK 2, STERLING ESTATES SUBDIVISION, A CHORD DISTANCE OF 67.50 FEET; THENCE N00°52'40"E A DISTANCE OF 311.16 FEET; THENCE S89°07'20"E A DISTANCE OF 160.00 FEET; THENCE N00°52'40"E A DISTANCE OF 189.00 FEET; THENCE S89°07'20"E A DISTANCE OF 70.00 FEET; THENCE S00°52'40"W A DISTANCE OF 62.00 FEET; THENCE S89°07'20"E A DISTANCE OF 8.88 FEET; THENCE S00°52'40"W A DISTANCE OF 120.00 FEET; THENCE S89°07'20"E A DISTANCE OF 400.00 FEET; THENCE N00°52'40"E A DISTANCE OF 120.00 FEET; THENCE S89°07'20"E A DISTANCE OF 20.00 FEET; THENCE S00°52'40"W A DISTANCE OF 120.00 FEET; THENCE S89°07'20"E A DISTANCE OF 355.00 FEET; THENCE S00°52'40"W A DISTANCE OF 150.00 FEET; THENCE S89°07'20"E A DISTANCE OF 337.95 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 579,311 SQUARE FEET OR 13.30 ACRES MORE OR LESS OF WHICH 1.79 ACRES IS NEW DEDICATED ROAD ROW.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON JUNE 22ND, 2015, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

Jai Jason Andrist
JAI JASON ANDRIST, REGISTERED LAND SURVEYOR, NEBRASKA
18-630

CURVE TABLE

CURVE #	DELTA	RADIUS	CHORD BEARING	LENGTH	CHORD
C1	2°07'52"	1815.00'	N88°03'24"W	67.51'	67.50'
C2	1°15'47"	1815.00'	N87°37'22"W	40.01'	40.01'
C3	0°52'04"	1815.00'	N88°41'18"W	27.49'	27.49'
C4	89°40'25"	70.00'	N45°43'56"E	109.56'	98.71'
C5	42°52'21"	70.00'	S69°07'58"W	52.38'	51.17'
C6	46°48'04"	70.00'	S24°17'45"W	57.18'	55.60'
C7	191°53'42"	60.00'	S46°12'17"W	200.95'	119.35'
C8	6°16'48"	60.00'	N46°35'47"W	6.58'	6.57'
C9	52°03'43"	60.00'	N17°25'13"W	54.52'	52.66'
C10	33°49'03"	60.00'	N25°31'10"E	35.41'	34.90'
C11	33°49'05"	60.00'	N59°20'14"E	35.41'	34.90'
C12	56°20'02"	60.00'	S75°35'12"E	58.99'	56.65'
C13	9°33'36"	60.00'	S42°37'40"E	10.01'	10.00'

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT NIEDFELT PROPERTY MANAGEMENT PREFERRED LLC. AND THE CITY OF GRAND ISLAND, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "STERLING ESTATES FOURTH SUBDIVISION" IN PART OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS 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 IS 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 OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT

Grand Island, NE, THIS 22ND DAY OF JUNE, 2015.

John Niedfelt
JOHN NIEDFELT, MANAGER
NIEDFELT PROPERTY MANAGEMENT PREFERRED LLC, A NEBRASKA LIMITED LIABILITY COMPANY

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT

Grand Island, NE, THIS 12 DAY OF May, 2015.

Jeremy Jensen
JEREMY JENSEN, MAYOR
CITY OF GRAND ISLAND

ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF HALL
SS
ON THIS 22 DAY OF June, 2015, BEFORE ME Christina Kay Dethlefs, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED JOHN NIEDFELT, MANAGER, NIEDFELT PROPERTY MANAGEMENT PREFERRED LLC, A NEBRASKA LIMITED LIABILITY COMPANY, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURES ARE AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. 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 July 20, 2016

Christina Kay Dethlefs
NOTARY PUBLIC



ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF HALL
SS
ON THIS 12TH DAY OF May, 2015, BEFORE ME Ranae Edwards, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED JEREMY JENSEN, MAYOR, CITY OF GRAND ISLAND, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURES ARE AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. 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 12-29-18

Ranae Edwards
NOTARY PUBLIC



APPROVAL

SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, CITIES OF GRAND ISLAND, WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA.

Bob G. Givie
CHAIRMAN

5/6/15
DATE

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

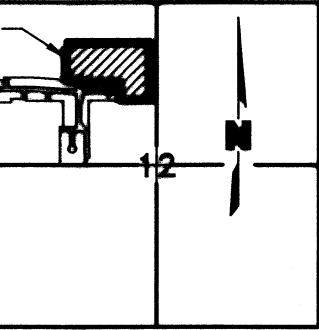
THIS 12 DAY OF May, 2015.

Jeremy Jensen
MAYOR
Ranae Edwards
CITY CLERK



LOCATION MAP

SEC. 12, T11N, R10W
NOT TO SCALE
CAPITAL AVE



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

PROJECT NO. 2014-1966
NIEDFELT SURVEY
FB

OWNERS: NIEDFELT PROPERTY MANAGEMENT PREFERRED LLC./ CITY OF GRAND ISLAND
SUBDIVIDER: NIEDFELT PROPERTY MANAGEMENT PREFERRED LLC. / CITY OF GRAND ISLAND
SURVEYOR: OLSSON ASSOCIATES
ENGINEER: OLSSON ASSOCIATES
NUMBER OF LOTS: 27

SHEET 2 OF 2

ORDINANCE NO. 9657

An ordinance directing and authorizing the conveyance of property to Starostka Group Unlimited, Inc.; providing for the giving of notice of such conveyance and the terms thereof; providing for notice of public hearing held on acquisition; providing for the right to file a remonstrance against such conveyance; authorizing the execution and delivery of a deed; providing 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. The City will convey to Starostka Group Unlimited, Inc., a Nebraska corporation, the City's interests in and to the lands described as follows:

The south ten (10) feet of Lot Six (6), Block Two (2), and the south ten (10) feet of Lot Twelve (12), Block One (1), all in Sterling Estates Eighth Subdivision in the City of Grand Island, Hall County, Nebraska;

SECTION 2. Conveyance of the real estate above described to Starostka Group Unlimited, Inc. shall be by special warranty deed for and in consideration of the subdivision agreements for Sterling Estates Fourth and Sterling Estates Eighth Subdivision and for and in consideration of conveyance to the City of Grand Island the following described tracts, to wit:

A part of Outlot A in Sterling Estates Fourth Subdivision in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:
Commencing at the Northeast (NE) corner of Lot Eight (8), Block Two (2) in Sterling Estates Fourth Subdivision; thence north along the east boundary of said Outlot A a distance of 10 feet; thence west on a line parallel with the north boundary of said Lot Eight (8), Block Two (2) a distance of 124.0 feet; thence south to the northwest (NW) corner of said Lot Eight (8), Block Two (2); thence

Approved as to Form	by _____
October 20, 17	City Attorney

ORDINANCE NO. 9657 (Cont.)

east upon the north boundary of Lot Eight (8), Block Two (2) to the point of beginning;

and

The South 10 feet of Outlot B in Sterling Estates Fourth Subdivision in the City of Grand Island, Hall County, Nebraska;

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three consecutive weeks in the Grand Island Independent, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

SECTION 4. As required by law, by enactment of this Ordinance, the City Council of the City of Grand Island does hereby authorize the acquisition of the above-described tracts by action taken in a public meeting after notice and public hearing.

SECTION 5. Authority is hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance against such conveyance signed by registered voters of the City of Grand Island equal in number to thirty percent of the registered voters of the City of Grand Island voting at the last regular municipal election held in such City be filed with the City Council within thirty days of passage and publication of such ordinance, said property shall not then, nor within one year thereafter, be conveyed.

SECTION 6. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance be filed against such conveyance, the Mayor shall make, execute and deliver to Starostka Group Unlimited, Inc., a special warranty deed for said real

ORDINANCE NO. 9657 (Cont.)

estate, and the execution of such deed is hereby authorized without further action on behalf of the City Council.

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

Enacted: October 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item F-4

#9658 - Consideration of Vacating Ewoldt Subdivision for Part of Prairie Commons Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: October 24, 2017

Subject: Request to Vacate Lots Ewoldt Subdivision and Easements as Shown on the Attached Vacation Plat

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

Background

Prataria Ventures LLC., as the owner of the impacted property has requested that the City vacate Ewoldt Subdivision as shown on the attached vacation plat.

Discussion

This request was made to facilitate the replatting of this property into Prairie Commons Subdivision. Vacating and replatting these lots and easements will not result in any issues with installed utilities.

Staff is recommending that Council retain the right-of-way and easements identified on the attached plat to vacate Ewoldt Subdivision. New easements and right of way have been dedicated for streets and utilities with the approval of Prairie Commons Subdivision in August of 2016.

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 ordinance to vacate Ewoldt Subdivision as requested.

Sample Motion

Move to approve as recommended.

PRATARIA VENTURES, LLC
P.O. Box 2078
Grand Island, NE 68802

September 5, 2017

Chad Nabity, Director
Hall County Regional Planning Department
100 E. 1st Street
P.O. Box 1968
Grand Island, NE 68802

RE: Prataria Ventures, LLC request to vacate

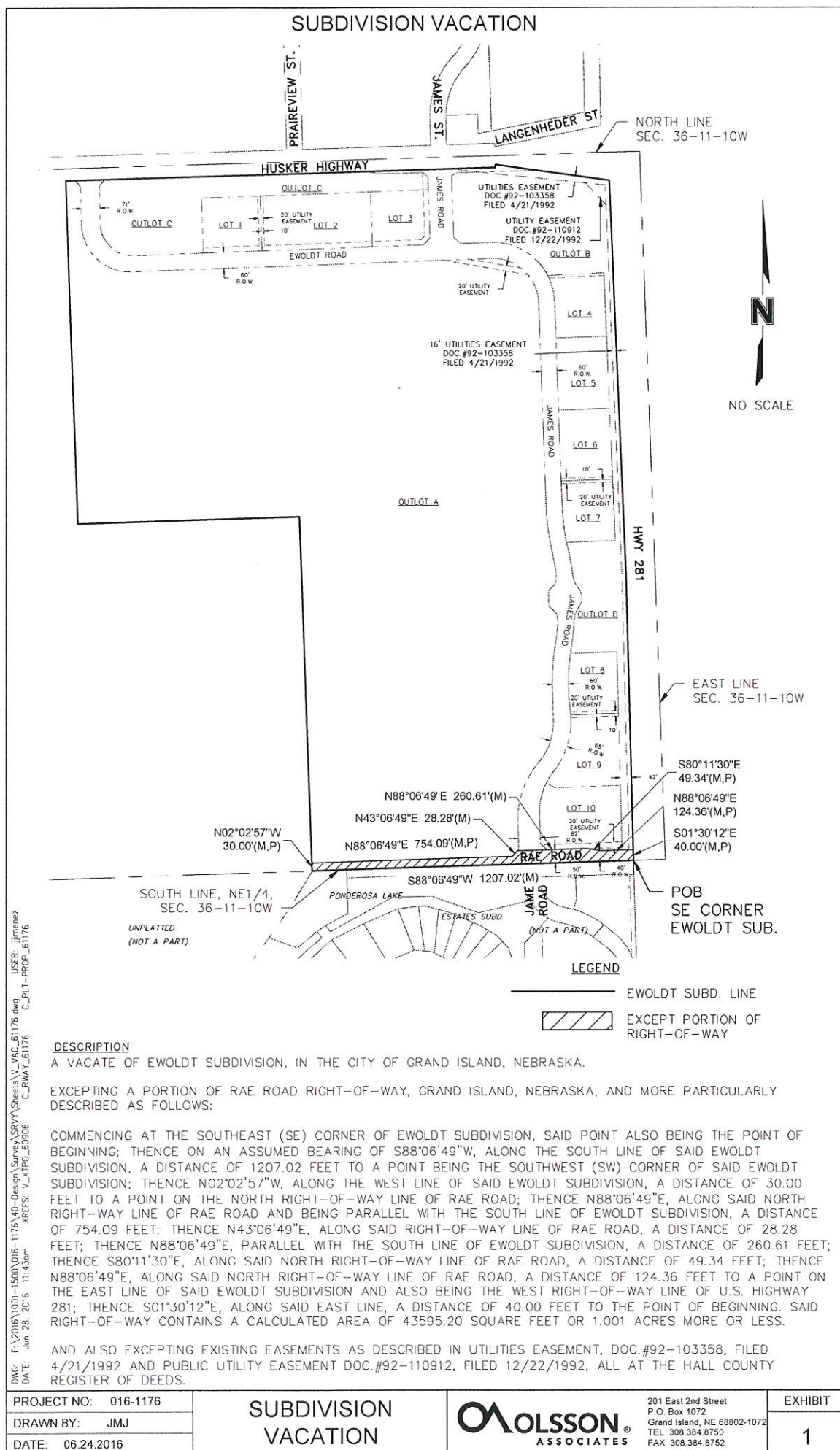
Dear Chad:

Prataria Ventures hereby respectfully request that all lots and land (Lots 1 through 10 and Outlots A, B and C) in Ewoldt Subdivision as approved by the Grand Island City Council on March 28 of 2006 be vacated in part as depicted and set forth in the subdivision vacation plat prepared and submitted by Olsson Associates.

Respectfully Submitted,
PRATARIA VENTURES, LLC



David Ost diek
Manager



* This Space Reserved for Register of Deeds *

ORDINANCE NO. 9658

An ordinance to vacate the plat for Ewoldt Subdivision; to provide for the recording of this ordinance in the office of the Register of Deeds of Hall County, Nebraska; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That the plat dated April 10, 2006 and approved by the City of Grand Island, Nebraska, on March 28, 2006 for Ewoldt Subdivision is hereby vacated, excepting a portion of Rae Road right-of-way, Grand Island, Nebraska, and more particularly described as follows: Commencing at the Southeast (SE) corner of Ewoldt Subdivision, said point also being the point of beginning; thence on an assumed bearing of S88°06'49"W, along the south line of said Ewoldt Subdivision, a distance of 1207.02 feet to a point being the Southwest (SW) corner of said Ewoldt Subdivision; thence N02°02'57"W, along the west line of said Ewoldt Subdivision, a distance of 30.00 feet to a point on the north right-of-way line of Rae Road; thence N88°06'49"E, along said north right-of-way line of Rae Road and being parallel with the south line of Ewoldt Subdivision, a distance of 754.09 feet; thence N43°06'49"E, along said

Approved as to Form	by _____
October 20, 2017	City Attorney

ORDINANCE NO. 9658 (Cont.)

right-of-way line of Rae Road, a distance of 28.28 feet; thence N88°06'49"E, parallel with the south line of Ewoldt Subdivision, a distance of 260.61 feet; thence S80°11'30"E, along said north right-of-way line of Rae Road a distance of 49.34 feet; thence N88°06'49"E, along said north right-of-way line of Rae Road, a distance of 124.36 feet to a point on the east line of said Ewoldt Subdivision and also being the west right-of-way line of U.S. Highway 281; thence S01°30'12"E, along said east line, a distance of 40.00 feet to the point of beginning. Said right-of-way contains a calculated area of 43595.20 square feet or 1.001 acres more or less. And also excepting existing easements as described in Utilities Easement, Doc. #92-103358, filed 4/21/1992 and Public Utility Easement Doc. #92-110912, filed 12/22/1992, all at the Hall County Register of Deeds.

SECTION 2. This ordinance is directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 3. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

Enacted October 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item F-5

#9659 - Consideration of Amending Ordinance No. 9642 Chapter 23 of the Grand Island City Code - Rental Car Occupation Tax to Renumber Sections 23-81 through 23-91

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Attorney

Meeting: October 24, 2017

Subject: An Ordinance to Amend Ordinance No. 9642 Codified as Grand Island City Code Chapter 23, Article IX Rental Car Occupation Tax, Renumbering Sections 23-81 to 23-91

Presenter(s): Jerry Janulewicz, City Attorney

Background

On August 15, 2017, the City Council enacted Ordinance No. 9642 codified as Grand Island City Code Chapter 23, Article IX Rental Car Occupation Tax. Subsequent to its enactment, city staff discovered an error in the numbering of Sections 23-81 to 23-91 as set forth in the ordinance. This error created overlapping code sections by number. City staff is recommending adoption of an ordinance to renumber the following sections in Chapter 23, Article IX Rental Car Occupation Tax:

§23-81 renumbered as §23-87;
§23-82 renumbered as §23-88;
§23-83 renumbered as §23-89;
§23-84 renumbered as §23-90;
§23-85 renumbered as §23-91;
§23-86 renumbered as §23-92;
§23-87 renumbered as §23-93;
§23-88 renumbered as §23-94;
§23-89 renumbered as §23-95;
§23-90 renumbered as §23-96;
§23-91 renumbered as §23-97;

Alternatives

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

1. Move to approve
2. Move to deny

Recommendation

City Administration recommends that the Council approve amending Ordinance No. 9642 to renumber Sections 23-81 to 23-91.

Sample Motion

Move to Ordinance No. 9659.

ORDINANCE NO. 9659

An ordinance to amend Ordinance No. 9642 codified as Grand Island City Code Chapter 23, Article IX Rental Car Occupation Tax, renumbering Sections 23-81 to 23-91; to provide for continued effect of Ordinance No. 9642; 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. Ordinance No. 9642 codified as Chapter 23, Article IX, Rental Car Occupation Tax, of the Grand Island City Code is hereby amended by renumbering sections 23-81 through 23-91 as follows:

§23-81 is renumbered as §23-87;
§23-82 is renumbered as §23-88;
§23-83 is renumbered as §23-89;
§23-84 is renumbered as §23-90;
§23-85 is renumbered as §23-91;
§23-86 is renumbered as §23-92;
§23-87 is renumbered as §23-93;
§23-88 is renumbered as §23-94;
§23-89 is renumbered as §23-95;
§23-90 is renumbered as §23-96;
§23-91 is renumbered as §23-97;

SECTION 2. Except as amended hereby, Ordinance No. 9642, enacted August 15, 2017, is and shall remain in full force and effect.

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

Enacted: October 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
October 20, 2017 ☐ City Attorney



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item F-6

#9660 - Consideration of Creation of Water Main District 471T - Highway 34 and just east of the South Locust Street Intersection

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: October 24, 2017

Subject: Ordinance #9660 - Creation of Water Main District 471T
– Highway 34 & East of the South Locust Street
Intersection

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The proposed Water Main District 471T will extend a new water main under and along the north side of Highway 34, east of the Locust Street intersection. The proposed work was identified in the Utilities Department's Master Plan as the first phase of an expansion of the water system along the southeast part of the City. It will provide for future development of the area, redundancy and increased pressures for the system.

Discussion

Water Main District 471T will be constructed as a connection fee district. This is the City's standard method for installing water lines/trunk line mains. This method allows the City to be reimbursed for the related project costs when an adjacent property receives municipal service. The associated fees are not collected until the user connects to (taps) the main. Attached is a copy of the District's boundary plat.

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 Ordinance #9660 creating Water Main District 471T at Highway 34, east of the South Locust Street intersection.

Sample Motion

Move to approve Ordinance #9660 creating Water Main District 471T at Highway 34, east of the South Locust Street intersection.

•This Space Reserved for Register of Deeds •

ORDINANCE NO. 9660

An ordinance creating Water Main District 471T in Grand Island, Hall County, Nebraska; defining the boundaries of the district; providing for the laying of water mains in said district; approving plans and specifications and securing bids; providing for the connection fee for connecting to such water main; providing for certification to the Register of Deeds; and providing the effective date hereof.

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

SECTION 1. Water Main District 471T in Grand Island, Hall County, Nebraska, is hereby created for the laying of twenty (20) inch diameter and eight (8) inch diameter water mains with appurtenances within the right-of-way of U.S. Highway 34, east of the Locust Street intersection.

SECTION 2. The boundaries of such water main district shall be more particularly described as follows:

Approved as to Form	by _____
October 20, 2017	City Attorney

ORDINANCE NO. 9660 (Cont.)

Beginning at the Northeast corner of Lot One (1), Block One (1), Wal-Mart South Subdivision in the City of Grand Island, Hall County, Nebraska; thence westerly along the northerly line of said Lot One (1), Block One (1), a distance of one hundred thirty nine and thirty two hundredths (139.32) feet to the Southeast corner of Outlot D, Wal-Mart South Subdivision; thence northerly along the easterly line of said Outlot D, a distance of sixty (60.0) feet to the Northeast corner of said Outlot D; thence westerly, along the northerly line of said Outlot D, a distance of eighty four and seventy eight hundredths (84.78) feet; thence northerly and parallel with the easterly line of Lot Ten (10), Talon Apartments First Subdivision, a distance of one hundred sixty eight and twenty six hundredths (168.26) feet to a point on the southerly line of said Lot Ten (10); thence easterly along the southerly line of said Lot Ten (10), a distance of thirty three (33.0) feet to the Southeast corner of said Lot Ten (10); thence northerly along the easterly line of said Lot Ten (10) and its extension, a distance of seventy five and four hundredths (75.04) feet to a point on the southerly line of Lot Eight (8), Talon Apartments First Subdivision; thence easterly along the southerly line of said Lot Eight (8) and its extension, a distance of one hundred eighty nine and sixteen hundredths (189.16) to a point on the easterly line of a tract of land described in Instrument 201400643, recorded in the Register of Deeds office, Hall County, Nebraska; thence southerly along the easterly line of said tract of land, a distance of three hundred twelve and ninety six hundredths (312.96) feet to a point on the northerly right-of-way line of U.S. Highway 34; thence easterly along the northerly right-of-way line of said U.S. Highway 34, a distance of thirty three (33.0) feet; thence southerly, a distance of one hundred fifteen and eight nine hundredths (115.89) feet to a southerly right-of-way corner of said U.S. Highway 34; thence westerly along the southerly right-of-way line of said U.S. Highway 34, a distance of thirty three (33.0) feet to the Northeast corner of Lot One (1), Block One (1), said Wal-Mart South Subdivision, being the said Point of Beginning.

SECTION 3. Said improvement shall be made in accordance with plans and specifications approved by the Engineer for the City, who shall estimate the cost thereof. Bids for the construction of said water main shall be taken and contracts entered into in the manner provided by law.

SECTION 4. The cost of construction of such water main connection district shall be reported to the City Council, and the Council, sitting as a Board of Equalization, shall determine

ORDINANCE NO. 9660 (Cont.)

benefits to abutting property by reason of such improvement pursuant to Section 16-6,103, R.R.S. 1943. The special benefits shall not be levied as special assessments but shall be certified by resolution of the City Council to the Hall County Register of Deeds. A connection fee in the amount of the special benefit accruing to each property in the district shall be paid to the City of Grand Island at such time as such property becomes connected to the water main in such district. No property thus benefited by water main improvements shall be connected to the water main until the connection fee is paid.

SECTION 5. This ordinance shall be in force and take effect from and after its passage, approval, and publication, without the plat, as provided by law.

SECTION 6. This ordinance, with the plat, is hereby directed to be filed in the office of the Register of Deeds of Hall County, Nebraska.

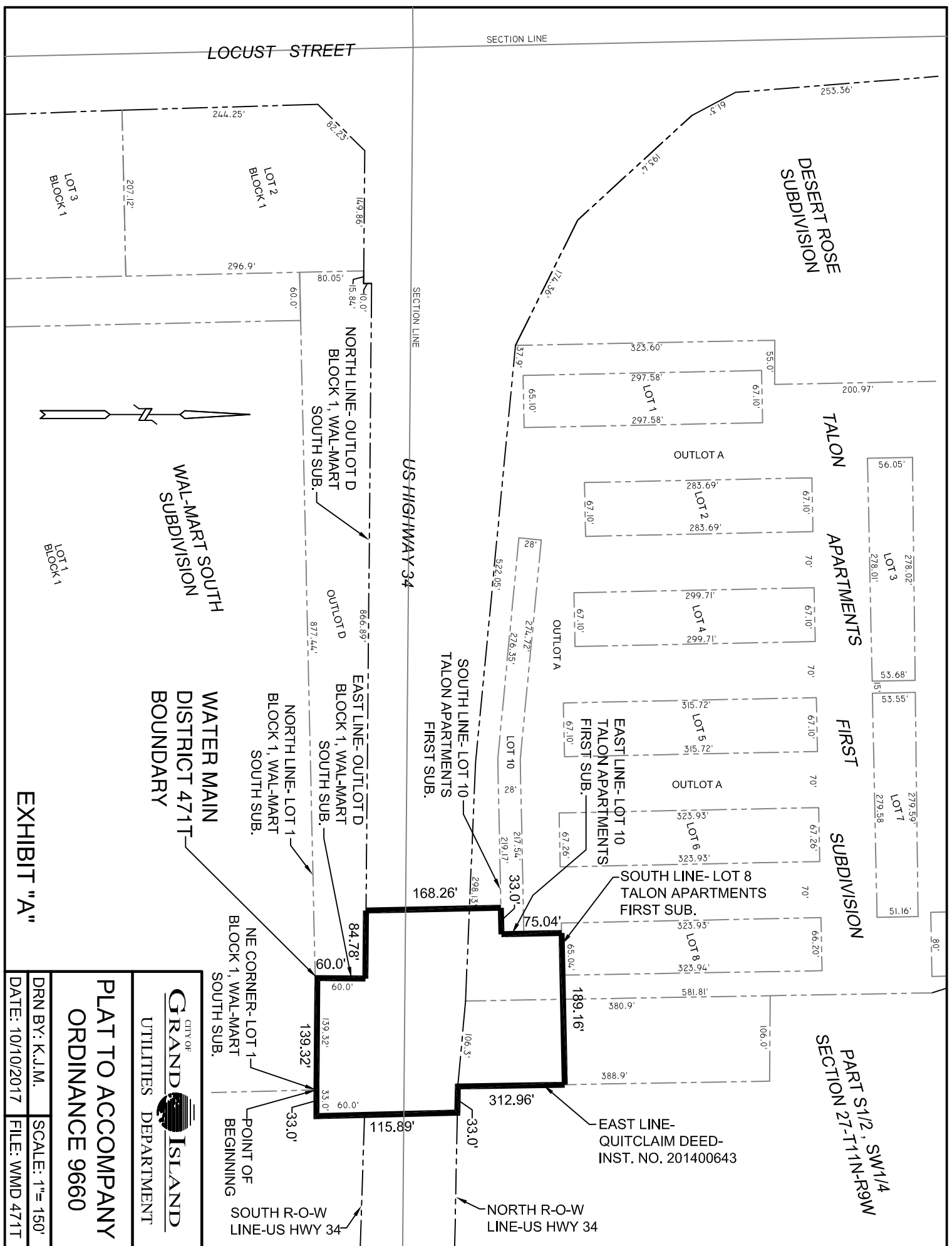
SECTION 7. After passage, approval and publication of this ordinance, notice of the creation of said district shall be published in the Grand Island Independent, a legal newspaper and of general circulation in said city without the plat, as provided by law.

Enacted: October 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, October 24, 2017

Council Session

Item F-7

#9661 - Consideration of Amending Chapter 8 of the Grand Island City Code Relative to Adopting the 2015 International Building Codes

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: October 24, 2017

Subject: Amendment to Chapter 8 of the Grand Island City Code to Adopt the 2015 International Building Code, the 2015 International Residential Code, and the 2015 International Existing Building Code

Presenter(s): Craig Lewis, Building Department Director

Background

The City of Grand Island has for generations adopted and enforced building codes which regulate the construction of buildings within the City and jurisdictional areas. The purpose of these codes is to provide minimum requirements to safeguard the public safety, health and general welfare, through affordability, structural strength, means of egress facilities, stability, sanitation, light and ventilation, energy conservation and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to firefighters and emergency responders during emergency operations.

Discussion

The City currently adopts and enforces the 2012 edition of the International Building and Residential codes as published by the International Code Council. The Building Code Advisory Board has recently reviewed the 2015 editions of these two codes and recommends their adoption with the revisions as outlined in the attached amended chapter 8 of the City Code.

The Board has also reviewed the 2015 Edition of the International Existing Building Code which was eliminated from the building code and published as a separate document.

The State of Nebraska does require that political subdivisions who enforce building codes adopt the State Building Code, which is the latest edition of the International codes. The 2015 edition is the latest edition., however the 2018 edition is published.

Alternatives

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

1. Approve the request and amend the City Code to adopt the International Building and Residential codes.
2. Disapprove or /Deny the request.
3. Modify the conditional use to meet the wishes of the Council
4. Table the issue

Recommendation

City Administration recommends that the Council approve the recommendation of the Building Code Advisory Board and amend Chapter 8 to adopt the 2015 International Building Code, the 2015 International Residential Code, and the 2015 International Existing Building Code and begin enforcement January 1, 2018.

Sample Motion

Move to approve Ordinance #9661 amending Chapter 8 of the Grand Island City Code and adopting the 2015 editions of the International Building, Residential, and Existing Building Codes.

ORDINANCE NO. 9661

An ordinance to amend Chapter 8 of the Grand Island City Code; to amend sections 8-1 through 8-5; sections 8-7; 8-9.2; 8-10; 8-11; 8-12; 8-15 through 8-21; to make general corrections to various code sections; to repeal Sections 8-1 through 8-5; sections 8-7; 8-9.2; 8-10; 8-11; 8-12; 8-15 through 8-21 as now exist, and 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 CITY COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA;

SECTION 1. Sections 8-1 through 8-5; Sections 8-7; 8-9.2; 8-10; 8-11; 8-12; 8-15 through 8-21 of the Grand Island City Code are hereby amended to read as follows:

CHAPTER 8

BUILDINGS

Article I. General

Division 1. International Building Code

§8-1. International Building Code (IBC) Adopted

The International Building Code, 2015 Edition, published by the International Code Council, is hereby adopted, together with any amendments thereto as may be made from time to time, except such portions as are hereinafter deleted, modified, or amended by ordinance and set forth in this chapter of the City Code. The following sections of the Appendix shall also be adopted:

Appendix C Group U – Agricultural Buildings

Appendix I – Patio Covers

One copy of the International Building Code, 2015 Edition, and all supplements or amendments thereto shall be filed in the office of the city clerk as provided by law.

Amended by Ordinance No. 8955, effective 3-31-2005
Amended by Ordinance No. 9162, effective 05-01-2008
Amended by Ordinance No. 9365, effective 03-30-2012
Amended by Ordinance No. 9475, effective 04-15-2014

§8-2. International Residential Code (IRC) Adopted

The International Residential Code, 2015 Edition, published by the International Code Council, is hereby adopted, together with any amendments thereto as may be made from time to time, except such portions as are hereinafter deleted, modified, or amended by ordinance and set forth in this chapter of the City Code.

One copy of the International Residential Code, 2015 Edition, and all supplements or amendments thereto shall be filed in the office of the City Clerk as provided by law.

Amended by Ordinance No. 8955, effective 3-31-2
Amended by Ordinance No. 9162, effective 05-01-2008
Amended by Ordinance No. 9365, effective 03-30-2012
Amended by Ordinance No. 9475, effective 04-15-2014

§8-3. International Building Code (IBC) and International Residential Code (IRC); Standards Adopted

Approved as to Form	□ _____
October 20, 2017	□ City Attorney

ORDINANCE NO. 9661 (Cont.)

The following standards shall be used with the International Building Code and the International Residential Code adopted by §8-1 and §8-2 above:

Acceptable Wind Load Design Procedures:

2015 I.B.C. - Basic Wind Speed

The ultimate design wind speed shall be 120 mph, in risk category II,III,&IV.

Exposure C only

Roof Snow Load - 30 pounds per sq. ft.

Frost Depth - 36 inch minimum

Seismic Design Category A, Site Class D

IRC, Table R301.5 Amend live load for sleeping rooms from 30 pounds to 40 pounds per square foot.

Amended by Ordinance No. 8955, effective 3-31-2005

Amended by Ordinance No. 9162, effective 05-01-2008

Amended by Ordinance No. 9475, effective 04-15-2014

§8-4. IBC - Certain Sections Not Adopted

It is especially provided that the following chapters, sections, and tables of the International Building Code are not adopted or approved, and the same shall be of no force and effect:

Chapter 1

Section 101.4.1 Gas

Section 101.4.2 Mechanical

Section 101.4.3 Plumbing

Section 101.4.4 Property Maintenance

Section 101.4.6 Energy

Section 103 Department of Safety

Section 106 Floor and Roof design Loads

Section 107.2.5.1 Design Flood Elevations & 1612 Flood Loads

Section 108 Temporary Structures and Uses

Section 113 Board of Appeals

Chapter 13 – Energy Efficiency

Section 1809.5 – Frost Protection; #2 Constructing in accordance with ASCE-32, and

Exception: 1,2,3.

Chapter 27 – Electrical

Chapter 28 – Mechanical

Chapter 30 – Elevators and Conveying Systems

Chapter 32 – Encroachments into the Public Right-of-Way

Chapter 33 – Safeguards During Construction

Chapter 34 – Reserved

Appendix A Employee Qualifications

Appendix B Board of Appeals

Appendix D Fire Districts

Appendix E Supplementary Accessibility Requirements

Appendix F Rodent Proofing

Appendix G Flood-Resistant Construction

Appendix H Signs

Appendix J Grading

Appendix K Administrative Provisions

Appendix L Earthquake Recording Instrumentation

Appendix M Tsunami-Generated Flood Hazard

Amended by Ordinance No. 8955, effective 3-31-2005

Amended by Ordinance No. 9162, effective 05-01-2008

Amended by Ordinance No. 9365, effective 03-30-2012

Amended by Ordinance No. 9475, effective 04-15-2014

ORDINANCE NO. 9661 (Cont.)

§8-5. IRC – Certain Sections and Parts Not Adopted

It is especially provided that the following parts, chapters, and sections of the International Residential Code are not adopted or approved, and the same shall be of no force and effect:

Section R105.3.1.1 Determination of Substantially improved or substantially damaged existing buildings in flood hazard areas.

Section R107 – Temporary Structures and Uses

Section R109.1.3 – Floodplain Inspections

Section R112 – Board of Appeals

Section 313 Automatic Fire Sprinkler Systems

Section R322 – Flood-Resistant Construction

Section R403.1.4.1 Frost Protection; 2. Constructing in Accordance with Section R403.3

Section R403.1.4.1 Frost Protection; 3. Constructing in Accordance with ASCE 32.

Section R403.1.4.1 Frost Protection; Exceptions: 1, 2, & 3

Section R403.3 – Frost Protected Shallow Foundations

Section R403.3.1 – Foundations Adjoining Frost Protected Shallow Foundations

Section R403.3.1.1 – Attachment to Unheated Slab-on Ground Structure

Section R403.3.1.2 – Attachment to Heated Structure

Section R403.3.2 – Protection of Horizontal Insulation Below Ground

Section R403.3.3 – Drainage

Section R403.3.4 – Termite Protection

Section R406.2 – Concrete and masonry foundation waterproofing

Part IV - Energy Conservation

Part V - Mechanical

Part VI - Fuel Gas

Part VII – Plumbing

Part VIII – Electrical

Appendices, A,B,C,D,E,F,G,H,I,J,K,L,M,N,O,P,&Q

Amended by Ordinance No. 8955, effective 3-31-2005

Amended by Ordinance No. 9162, effective 05-01-2008

Amended by Ordinance No. 9365, effective 03-30-2012

§8-6. Building Code Advisory Board

There is hereby established a Building Code Advisory Board set out as follows:

BUILDING CODE ADVISORY BOARD

The purpose of the Building Code Advisory Board is to determine the suitability of alternate materials and methods of construction.

Purpose. Whereas, there may arise a design or material that may not meet the exact criteria of the Building Code, especially in the areas of Energy Related projects, this Board shall examine the data available, and/or may require any additional data, to determine that the proposed material or method is at least equivalent of the purpose as set forth in the Building Codes. The Board may not waive any requirements of the Building Codes, but only approve in lieu of/alternate methods of materials.

Member. The Building Code Advisory Board members will be appointed by the mayor and approved by the city council. They shall be persons who are qualified by experience and training to pass upon matters pertaining to building construction. The Board shall consist of seven members. The chief building official shall be an ex officio member and will act as secretary of the Board. One city council member shall also act as an ex officio member. At least four members of the Board must be present to constitute a quorum and be able to act.

Chairman/Officers; Length of Service. A chairman and vice chairman will be selected from among the seven members and each will serve a two-year term. The seven members will serve two-year terms, alternating four and three on a yearly basis.

Request Procedure. The request process for the Board shall be as follows:

ORDINANCE NO. 9661 (Cont.)

(1) If an applicant shall be denied a building permit or shall receive disapproval from the chief building official, the applicant may file a request on the forms furnished by the Building Department, together with a request procedure fee in accordance with the City of Grand Island Fee Schedule, stating in full detail what the product or project is, the use, sections of the Code that cannot be fully complied with, what the alternative material or method will be, and sufficient evidence supporting the request. This shall be filed with the chief building official who shall then notify the officers of the Board, who shall set a time of meeting, and the meeting shall be within ten (10) days of the date of application.

(2) The meeting of the Building Code Advisory Board shall be presided over by the chairman.

(3) The Board shall hear all evidence by the party requesting consideration and a presentation by the chief building official.

(4) After hearing all evidence presented, the Board shall determine whether the proposed alternate method of material is equivalent with the interest and safety of the Code, or may recommend changes to their satisfaction.

(5) An order approving such a request shall require a "Yes" vote of four of the Board members.

(6) The Board shall render all decisions in writing to the applicant and the chief building official within a reasonable period of time.

Amended by Ordinance No. 8955, effective 3-31-2005

Amended by Ordinance No. 9044, effective 6-7-2006

§8-7. International Existing Building Code (IEBC) Adopted

The International Existing Building Code, 2015 edition, published by the International Code Council is hereby adopted.

One copy of the International Existing Building Code, 2015 edition, shall be filed in the office of the City clerk as provided by law..

Amended by Ordinance No. 8955, effective 3-31-2005

Amended by Ordinance No. 9162, effective 05-01-2008

Amended by Ordinance No. 9365, effective 03-30-2012

Amended by Ordinance No. 9475, effective 04-15-2014

§8-8. IBC - Amendment of Section 109; Fees; Plan Review Fee

Section 109 of the International Building Code is hereby amended by adding the following:

Fee Refunds. The building official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

Amended by Ordinance No. 8955, effective 3-31-2005

Amended by Ordinance No. 9162, effective 05-01-2008

Amended by Ordinance No. 9365, effective 03-30-2012

§8-9. IBC - Amendment of Section 110

Section 110 of the International Building Code shall be amended to include the following subsection:

Section 110.7. Reinspections.

A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.

This section is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of this code, but as controlling the practice of calling for inspections before the job is ready for such inspection or reinspection.

ORDINANCE NO. 9661 (Cont.)

Reinspection fees may be assessed when the inspection record card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from plans requiring the approval of the building official.

To obtain a reinspection, the applicant shall file an application therefore in writing on a form furnished for that purpose and pay the reinspection fee in accordance with the City of Grand Island Fee Schedule.

In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

Amended by Ordinance No. 8955, effective 3-31-2005

Amended by Ordinance No. 9162, effective 05-01-2008

§8-9.1. IBC – Amend Section 309 by adding section 309.3 Tenant Separation

A tenant separation wall complying with section 708 shall be required between any tenant space in all buildings with independent tenants with exits to the exterior.

Amended by Ordinance No. 9162, effective 05-01-2008

Amended by Ordinance No. 9365, effective 03-30-2012

Amended by Ordinance No. 9475, effective 04-15-2014

§8-10. IBC - Amendment of Table 602

Table 602 of the International Building Code is hereby amended by adding thereto the following:

The provisions set forth above for RD-Residential Development Zone as identified in Chapter 36 of the Grand Island City Code shall be determined not from the location of a structure from the property line but from the location of a primary structure to another primary structure located on an adjacent lot. All requirements pertaining to fire resistant walls and window opening protection as set forth in Table No. 602 shall be complied with when such adjacent primary structures are closer than ten feet apart. Distance shall be measured at right angles from the wall of one structure to the closest wall of an adjacent primary structure.

Footnote h. amend 5' to 2'.

Amended by Ordinance No. 8955, effective 3-31-2005

§8-11. IBC - Amendment of Section 1030.1 and IRC – Amendment of Section R303& R310

The following are hereby amended to Section 1030.1 exception 3 of the International Building Code add exceptions:

EXCEPTION: 3. Basements used exclusively for the service of buildings and which do not exceed 300 square feet.

IRC R303.1 add exception #4. Basements shall be provided with glazed areas of not less than 2% of the floor area.

Section R310.1 Exceptions: Basements used only to house mechanical equipment and not exceeding total floor area of 300 square feet.

In existing single family residential occupancies other than apartments, a sleeping room may be added in an existing basement if the following conditions are met:

(1) The sleeping room must have an openable window.

(2) Smoke detectors have been installed in the sleeping room, the furnace room, and in the exitway of the basement.

Amended by Ordinance No. 8955, effective 3-31-2005

Amended by Ordinance No. 9162, effective 05-01-2008

Amended by Ordinance No. 9365, effective 03-30-2012

§8-12. IBC - Amendment of Section 1809.1 and 1809.7

Section 1809.7 of the International Building Code is hereby amended by adding the following:

Bearing Walls

Bearing walls shall be supported on masonry or concrete foundations or piles or other approved foundation system which shall be of sufficient size to support all loads. Where a design is not provided herein, the minimum foundation requirements for stud bearing walls shall be as set forth in Table No. 1809.7.

ORDINANCE NO. 9661 (Cont.)

EXCEPTIONS:

(1) A one-story wood or metal frame building not used for human occupancy and not over 200 square feet in floor area, may be placed upon a concrete slab of four inch minimum thickness.

(2) Detached accessory buildings not exceeding 625 feet in floor area may use a six-inch wide by eighteen inch deep foundation system with at least twelve inches below grade.

1809.5 Omit 2. Constructing in accordance with ASCE 32.

Omit Exceptions, 1.2.&3.

Amended by Ordinance No. 8955, effective 3-31-2005

Amended by Ordinance No. 9162, effective 05-01-2008

Amended by Ordinance No. 9365, effective 03-30-2012

§8-13. IRC – Amendment to Sections R403 and R404, and Tables R404.1.1(1) & R404.1(2)

Sections R403 Footings and R404 Foundation Walls of the International Residential Code are hereby amended by adding the following to read as follows:

Minimum Footing and Foundation Requirements for Residential Construction

(1) The minimum footing foundation requirement, balanced fill, for a one-story residence shall be six (6) inches in width by thirty-six (36) inches below grade, with two #4 horizontal rebar continuous.

(2) The minimum footing foundation requirement, unbalanced fill, for a one- or two-story frame residence shall be sixteen (16) inches in width by eight (8) inches deep, with two #4 rebar continuous and a minimum eight (8) inch wall of block or concrete.

(3) In addition to the requirements set forth in subparagraphs (1) and (2) above, the following reinforcement requirements for wall foundation must be met:

8" solid concrete from 60" up to 84" unbalanced fill – three #4 horizontal strands, equally spaced throughout height of wall;

8" block - from 48" to 60" unbalanced fill - one #4 rebar vertical, 4' on center to grade height;

8" block - from 60" to 84" unbalanced fill - one #4 rebar vertical, 4' on center to top of foundation.

R403.1.6 Foundation Anchorage.

Maximum anchor-bolt spacing shall be 6 feet on center, there shall be a minimum of two bolts per plate section with one bolt located not more than 12 inches from each end of the plate section. Bolts shall be at least ½ inch in diameter and shall extend a minimum of 7 inches into masonry or concrete.

Amended by Ordinance No. 8955, effective 3-31-2005

Amended by Ordinance No. 9162, effective 05-01-2008

Amended by Ordinance No. 9365, effective 03-30-2012

§8-14. IBC – Amendment of Section 1805 and IRC- Amendment of R406

Section 1805 of the International Building Code and Section R406 of the International Residential Code is hereby amended by adding thereto the following:

1805.2.2 & 1805.2.2.1 Walls. & Surface preparation of walls, and R406, R406.2, subsurface drainage system shall be included as an alternative to waterproofing. Add Backplaster and Dampproofing

Exterior foundation walls below grade of any building consisting of masonry units having a basement shall be backplastered with one-half inch (1/2") Portland cement and sand mix (1:2 1/2 by volume) or two one-fourth inch (1/4") coats of Type M mortar, and with an approved dampproofing material. Poured concrete foundations shall be coated with dampproofing without back plaster. Alternative dampproofing may be approved by the building official.

1805.4 Delete existing and add Subsurface Drainage Systems

All buildings constructed with basements or floor levels twenty-four (24) inches or more below the elevation of the center line of the adjacent public street shall be provided with a subsurface drainage system. A subsurface drainage system shall consist of the minimum following elements:

(1) Minimum four (4") diameter perforated or scored drain pipe embedded in four inches (4") of coarse gravel installed around the inside of the perimeter footing such that no floor location is greater than ten feet (10') to such drain pipe.

(2) Minimum fifteen inch (15") diameter by thirty inch (30") deep sump pump pit for each one thousand five hundred (1,500) square feet of floor area to be drained.

(3) Minimum two inch (2") diameter weep holes through the footing at eight foot (8') on center intervals with a minimum of four inch (4") of gravel cover on the exterior of the footing.

ORDINANCE NO. 9661 (Cont.)

(4) Minimum four inch (4") gravel bed under floor slab.

(5) A 3" minimum diameter pipe shall be installed through the floors and into the attic, capped and sealed to facilitate a future soil gas ventilation system.

Amended by Ordinance No. 8955, effective 3-31-2005

Amended by Ordinance No. 9162, effective 05-01-2008

Amended by Ordinance No. 9365, effective 03-30-2012

Amended by Ordinance No. 9481, effective 04-15-2014

§8-15. Amend Chapter 29 section 2901.1 replace reference to International Plumbing code to Uniform Plumbing Code and International Private Sewage Disposal Code to State of Nebraska Title 124.

Amend table 2902.1 footnote e. replace the number 15 to 30. Reserved

Amended by Ordinance No. 8955, effective 03-31-2005

Amended by Ordinance No. 9365, effective 03-30-2012

Amended by Ordinance No. 9475, effective 04-15-2014

§8-16. IRC – Amendment of Table R301.2(1) and Table R 301.5

Section R301.2 of the International Residential Code is hereby amended by adding criteria as set forth in Table

R301.2(1). Ground snow load – 25#

Wind Speed -- 115

Seismic Design Category A, Site Class D.

Weathering --sever

Frost line Depth --36"

Termite -- M/H

Winter Design Temp -- -3

Ice Barrier Underlayment Required – NO

Flood Hazard – Firm

Air Freezing Index -- >1000-2000

Mean Annual Temp – 50 F

Amend Table R301.5 Minimum Uniform Distributed Live Loads – Sleeping Rooms – 40#

Amended by Ordinance No. 8955, effective 3-31-2005

Amended by Ordinance No. 9162, effective 05-01-2008

Amended by Ordinance No. 9365, effective 03-30-2012

Amended by Ordinance No. 9475, effective 04-15-2014

§8-17. IRC – Amendment of Section R302.1

Exception #4 within Section R302.1 of the International Residential Code is hereby amended to read as follows:
Detached garages accessory to a dwelling located within 2 feet of a property line may have roof eaves projections not exceeding 12 inches.

Amended by Ordinance No. 8955, effective 3-31-2005

Amended by Ordinance No. 9162, effective 05-01-2008

Amended by Ordinance No. 9365, effective 03-30-2012

§8-18. IRC. – Amend Section R302.5.1 and R302.13

Section R302.5.1 Opening protection., delete, equipped with a self-closing device.

Section R302.13 Fire protection of floors, delete entire section.

Amended by Ordinance No. 8955, effective 3-31-2005

Amended by Ordinance No. 9162, effective 05-01-2008

Amended by Ordinance No. 9365, effective 03-30-2012

Amended by Ordinance No. 9475, effective 04-15-2014

§8-19. IRC – Amendment of Section R311.7.5.1

Section R311.7.5.1 of the International Residential Code is hereby amended to reflect that the maximum riser height shall be 8 inches.

Amended by Ordinance No. 8955, effective 3-31-2005

Amended by Ordinance No. 9365, effective 03-30-2012

Amended by Ordinance No. 9475, effective 04-15-2014

ORDINANCE NO. 9661 (Cont.)

§8-20. IRC Delete section R313 Automatic Fire Sprinklers.

Amended by Ordinance No. 9365, effective 03-30-2012

§8-20.1. IRC Section R907 Reroof #2. Add or asphalt shingle. #3. Delete

Amended by Ordinance No. 9475, effective 04-15-2014

§8-21. Buildings Having Historical Significance

Buildings or structures which have been designated by official action of the Grand Island City Council as having special historical or architectural significance may comply with Chapter 12 of the 2015 International Existing Building Code for historic buildings.

Historical buildings shall be buildings which are currently listed on the National Register of Historical Buildings or are at least fifty years old and have one of the following characteristics: is associated with an important person or event which has contributed significantly to history, contains significant architectural or artistic design, or has significant archeological properties.

Amended by Ordinance No. 8955, effective 3-31-2005

§8-22. Permits Required; Amendment of IBC Section 105 and IRC Section R105

Section 105 of the International Building Code and Section R105 of the International Residential Code shall be amended by adding the following:

No person, firm, or corporation shall erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish, equip, use, occupy, or maintain any building or structure in the city, or cause the same to be done without first obtaining a separate building permit for each such building or structure from the Building Department; provided, no permit shall be issued by the Building Department unless and until authorized by resolution of the City Council in any one or more of the following cases:

- (1) Where the real property described in the application for permit does not front upon a dedicated street or public road;
 - (2) Where a subdivision as required by state statutes has not been lawfully approved and recorded with the Register of Deeds.
 - (3) When the City Engineer certifies that surface water drainage is unavailable or inadequate to drain the public street or road abutting upon the real property described in the application for permit.
 - (4) Where the City Engineer certifies that surface water drainage from the real property described in the application for permit will create or add to an impounding of surface water upon a public street or road.
- Amend section R105.2 Work exempt from building permit. Buildings 1. Replace 200 square feet with 120 square feet.

Amended by Ordinance No. 8955, effective 3-31-2005
Amended by Ordinance No. 9365, effective 03-30-2012

§8-23. Temporary Retail Buildings; Restrictions

No person, firm, or corporation shall erect, construct, equip, use, occupy, or maintain any temporary building or structure in the City or two-mile jurisdiction or cause the same to be done without first obtaining a separate building permit for each such temporary building from the Building Department.

Temporary buildings shall be those buildings built and designed for use no longer than 120 calendar days to facilitate special events or annual sales.

Temporary buildings shall be constructed to support required wind load, adequately anchored, and located no closer than 20 feet to any adjacent structure, or be separated by a two-hour fire wall. Exterior walls shall be one-

ORDINANCE NO. 9661 (Cont.)

hour fire resistive if less than 20 feet from a property line, and the allowable area shall comply with the adopted building code.

Exiting shall be provided as required for permanent buildings.

Temporary buildings shall not be connected to permanent utilities, e.g., sewer, water, electric, or gas.

Temporary buildings permits shall be limited to one per tract of land, not to exceed 120 days per calendar year. The fee for a temporary building permit shall be in accordance with the City of Grand Island Fee Schedule.

Amended by Ordinance No. 8955, effective 3-31-2005

§8-24. Commercial Display Buildings; Definition; Restrictions

No person, firm, or corporation shall place upon any property, any commercial display building without first obtaining a permit from the Building Department for the placement of such commercial display building(s).

Commercial display buildings shall be those structures which are offered for sale or used as display or inventory. They shall not be used for any other purpose, occupied, or used as storage facilities.

Commercial display buildings shall be constructed to support required wind loads, be adequately anchored, and in all other aspects comply with adopted building and zoning codes.

Commercial display buildings shall not be connected to permanent utilities.

The fee for commercial display buildings shall be in accordance with the City of Grand Island Fee Schedule.

§8-25. Barb Wire and Electrified Fences

It shall be unlawful for any person, partnership, firm, or corporation, either in person or through his or their employees or agents, to erect or cause to be erected or to maintain any barb wire or electrified fence or any barb wire or electrified string along or upon any fence or string as a barrier within the city limits of the City of Grand Island, except that it shall be permissible to string not more than three strands of barb wire or electrified fence upon supports inclined at an angle not greater than sixty degrees with the horizontal plane, when such wires are strung so that they are suspended above and within the privately owned enclosed property, and the bottom strand of such barb wire or electrified fence is not less than six feet above the surface of the ground.

§8-26. Reserved

§8-27. Reserved

§8-28. Reserved

§8-29. Reserved

§8-30. Reserved

§8-31. Reserved

§8-32. Reserved

Division 2. Reserved

§8-33. Reserved

§8-34. Reserved

§8-35. Reserved

§8-36. Reserved

ORDINANCE NO. 9661 (Cont.)

§8-37. Reserved

§8-38. Reserved

§8-39. Reserved

SECTION 2. Sections 8-1 through 8-5; Sections 8-7; 8-9.2; 8-10; 8-11; 8-12; 8-15 through 8-21 as now existing, and any ordinances or parts of ordinances in conflict herewith are repealed.

SECTION 3. The validity of any section, subsection, sentence, clause, or phrase of the ordinance shall not affect the validity or enforceability of any other section, subsection, sentence, clause, or phrase thereof.

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication on January 1, 2018 as provided by law.

Enacted; October 24, 2017

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item G-1

Approving Minutes of October 10, 2107 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

October 10, 2017

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 October 10, 2017. Notice of the meeting was given in *The Grand Island Independent* on October 4, 2017.

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, Vaughn Minton, and Mike Paulick. Councilmember Linna Dee Donaldson, Michelle Fitzke, and Roger Steele were absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Finance Director Renae Jimenez, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Dalton Vieth and board member Ryan Kaufman.

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

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Joel Holling, Parks and Recreation Turf Management Specialist for 25 Years of Service with the City of Grand Island. The Mayor and City Council recognized Parks and Recreation Turf Management Specialist Joel Holling for 25 years of service with the City of Grad Island. Mr. Holling was present for the recognition.

PUBLIC HEARINGS:

Public Hearing on Request from Whitey's, Inc. dba Whitey's Sports Bar & Grill, 2118 No. Webb Road for a 20' x 20' Addition to their "Class C" Liquor License. City Clerk RaNae Edwards reported that an application for a 20' x 20' addition to the Class "C" Liquor License had been received from Whitey's, Inc. dba Whitey's Sports Bar & Grill, 2118 No. Webb Road. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on September 27, 2017; notice to the general public of date, time, and place of hearing published on September 30, 2017; notice to the applicant of date, time, and place of hearing mailed on September 27, 2017; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. No public testimony was heard.

Public Hearing on Request from Irish Pub of Grand Island, Inc. dba McKinney's Irish Pub, 123 West 3rd Street for a Class "CK" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "CK" Liquor License had been received from Irish Pub of Grand Island, Inc. dba McKinney's Irish Pub, 123 West 3rd Street. Ms. Edwards presented the following

exhibits for the record: application submitted to the Liquor Control Commission and received by the City on September 20, 2017; notice to the general public of date, time, and place of hearing published on September 30, 2017; notice to the applicant of date, time, and place of hearing mailed on September 20, 2017; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections and completion of a state approved alcohol server/seller training program. No public testimony was heard.

Public Hearing on Property Exchange for Part of Sterling Estates 8th Subdivision for Part of Sterling Park in Sterling Estates 4th Subdivision. Regional Planning Director Chad Nabity reported that the proposed exchange would insure that clear title was available for the Sterling Estates Park and for Lot 6, Block 2 and Lot 12, Block 1 of Sterling Estates 8th Subdivision as platted. Staff recommended approval. No public testimony was heard.

Public Hearing to Vacate Ewoldt Subdivision for Part of Prairie Commons Subdivision. Regional Planning Director Chad Nabity reported that Prataria Ventures LLC, as the owner of the impacted property had requested that the City vacate Ewoldt Subdivision. This request was made to facilitate the replatting of this property into Prairie Commons Subdivision. Staff recommended approval. No public testimony was heard.

ORDINANCES:

#9655 - Consideration of Amending the Salary Ordinance

Human Resources Director Aaron Schimd reported that this ordinance was simply to correct an entry error for the Civil Engineer Manager position.

Motion by Jones, second by Stelk to approve Ordinance #9655 on first reading only. Upon roll call vote, all voted aye. Motion adopted.

#9656 - Consideration of Amending Chapter 5 of the Grand Island City Code Relative to Mini-Pigs

City Attorney Jerry Janulewicz reported that a citizen of Grand Island was found to be in possession of a mini-pig in violation of City Code. This citizen forwarded a request to the Animal Advisory Board to change City Code to allow citizens to have mini-pigs within the city limits. The Animal Advisory Board met and proposed changes to Chapter 5 of the Grand Island City Code to include mini-pigs in the City Code with stipulations.

Rose Krause, 408 East 19th Street representing the Central Nebraska Humane Society spoke in opposition. Angela Alexander, 423 West 5th Street spoke in support.

Motion by Nickerson, second by Minton to refer Ordinance #9656 to the October 24, 2017 City Council meeting. Upon roll call vote, Councilmembers Paulick, Minton, Hehnke, Jones, Stelk, and Nickerson voted aye. Councilmember Haase voted no. Motion adopted.

#9657 - Consideration of Property Exchange for Part of Sterling Estates 8th Subdivision for Part of Sterling Park in Sterling Estates 4th Subdivision

This item was related to the aforementioned Public Hearing.

Motion by Paulick, second by Stelk to approve Ordinance #9657 on first reading only. Upon roll call vote, all voted aye. Motion adopted.

#9658 - Consideration of Vacating Ewoldt Subdivision for Part of Prairie Commons Subdivision

This item was related to the aforementioned Public Hearing.

Motion by Paulick, second by Hehnke to approve Ordinance #9658 on first reading only. Upon roll call vote, all voted aye. Motion adopted.

#9659 - Consideration of Amending Ordinance No. 9642 Chapter 23 of the Grand Island City Code - Rental Car Occupation Tax to Renumber Sections 23-81 through 23-91

City Attorney Jerry Janulewicz reported that Ordinance #9659 would amend Ordinance #9642 to correct the numbering of Sections 23-81 to 23-91.

Motion by Stelk, second by Jones to approve Ordinance #9659 on first reading only. Upon roll call vote, all voted aye. Motion adopted.

CONSENT AGENDA: Motion by Jones, second by Minton to approve the Consent Agenda excluding item G-17 (Resolution #2017-281). Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of September 26, 2107 City Council Regular Meeting.

Approving Appointment of Robert Thomas to the Tree Board.

#2017-267 - Approving Request from Whitey's, Inc. dba Whitey's Sports Bar & Grill, 2118 No. Webb Road for a 20' x 20' Addition to their "Class C" Liquor License.

#2017-268 - Approving Request from Irish Pub of Grand Island, Inc. dba McKinney's Irish Pub, 123 West 3rd Street for a Class "CK" Liquor License and Liquor Manager Designation for Nathan Stewart, 5230 West Thatcher Lane, Lincoln, Nebraska.

#2017-269 - Approving Purchase of Electrical Circuit Breakers with Wesco Distribution, Inc. of Sioux City, Iowa in an Amount of \$139,172.76 and Siemens Industry, Inc. of Wendell, North Carolina in an Amount of \$31,098.48.

#2017-270 - Approving Bid Award - Tree Trimming Project 2018-TT-1 with Leetch Tree Service of Grand Island, Nebraska in an Amount of \$140,025.00.

#2017-271 - Approving Bid Award - Water Main Project 2018-W-2 - Ingalls - Louise - Yund - Division & Cherry Streets with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$209,049.95.

#2017-272 - Approving Bid Award for Purchase of Sulfuric Acid with Telemetry Program with Brenntag Great Lakes of Omaha, Nebraska in an Estimated Amount of \$45,839.75.

#2017-273 - Approving Change Order No. 2 for Curb Ramp Project No. 2017-CR-2 with The Diamond Engineering Company of Grand Island, Nebraska for an Increase of \$7,670.00 and a Revised Contract Amount of \$158,024.00 and a November 1, 2017 Completion Date.

#2017-274 - Approving Inter-Local Agreement with Hall County for Roadway Snow Removal Services in and Around Grand Island.

#2017-275 - Approving Change Order No. 3 for North Broadwell Avenue Drainage Project No. 2017-D-3 with The Diamond Engineering Company of Grand Island, Nebraska for an Increase of \$8,000.00 and a Revised Contract Amount of \$156,689.50.

#2017-276 - Approving Change Order No. 1 for Lift Station No. 20 Upgrade and Force Main Rehabilitation & Lift Station No. 14 Abandonment; Project No. 2017-S-1 with The Diamond Engineering Company of Grand Island, Nebraska for an Increase of \$97,640.79 and a Revised Contract Amount of \$2,404,096.06 and a Completion Date of April 14, 2018.

#2017-277 - Approving Certificate of Final Completion for Sanitary Sewer District No. 539; North Webb Road and 13th Street with Starostka Group Unlimited, Inc. of Grand Island, Nebraska.

#2017-278 - Approving Amendment No. 1 to Engineering Consulting Agreement for 13th Street Roadway Improvements; Project No. 2018-P-1 with Alfred Benesch & Company of Lincoln, Nebraska in an Amount of \$141,281.25 for a Revised Agreement Amount of \$156,281.25.

#2017-279 - Approving Supplemental Agreement No. 1 with Nebraska Department of Transportation (NDOT) for Improving US Highway 281 in Grand Island, Nebraska for a Deduction of \$5,000.00.

#2017-280 - Approving Engineering Services Agreement for Old Potash Highway Corridor Study with Olsson Associates of Grand Island, Nebraska in an Amount of \$249,963.26.

#2017-281 - Approving Small Cell License and Pole Attachment Agreement with Verizon Wireless. City Attorney Jerry Janulewicz reported that Verizon had applied to place a wireless antenna facility on a new city light pole located at the intersection of Sky Park Road and Baron Lane. Staff recommended approval. Comments were made concerning the rate of \$6.00 per year per pole being too low. Mr. Janulewicz stated the FCC was involved with these types of issues. He stated this request would make four poles within the City but expected to see more requests. Utilities Director Tim Luchsinger explained the fee structure.

Motion by Haase, second by Nickerson to approve Resolution #2017-281. Upon roll call vote, all voted aye. Motion adopted.

#2017-282 - Approving Proposal for Olympic Bunker Trap Site Additions with Chief Construction of Grand Island, Nebraska in an Amount of \$248,903.00.

#2017-283 - Approving Proposal for Olympic Bunker Trap Target Release System with Briley Manufacturing Company of Houston, Texas in an Amount of \$55,650.00.

#2017-284 - Approving Purchase of (6) 36" Cut Mowers from Buffalo Outdoor Power of Kearney, Nebraska in an Amount of \$22,950.00.

#2017-285 - Approving Authorization to Seek Federal Assistance from the Land and Water Conservation Fund Program.

#2017-286 - Approving Emergency Declaration for PGS Turbine Repairs with Reliable Turbine Services of in an Amount Estimated at \$1,000,000.00.

#2017-287 – Approving Purchase of 3/4 Ton Dodge Truck from State Contract for the Fire Department with Gene Steffy Chrysler, Jeep, Dodge Ram of Fremont, Nebraska in an Amount of \$35,804.00.

RESOLUTIONS:

#2017-288 - Consideration of a Bill of Sale and Assignment of Rights for the Transfer of the Kaneko Sculptures to the City of Grand Island. City Attorney Jerry Janulewicz reported that Grow Grand Island, Inc. Grow Grand Island Arts & Humanities Committee, and the Grand Island Community Foundation, collaborated to provide funding and purchase of two ceramic sculptures created by artist Jun Kaneko to be donated to the City of Grand Island. The sculptures are installed at Railside Plaza in downtown Grand Island. In addition to the gift and assignment of license rights, the Grand Island Community Foundation holds \$10,000.00 in an encumbered account to be utilized to pay the City's property insurance deductible if the sculptures are damaged. Staff recommended approval.

Discussion was held concerning the \$10,000 that would be held by Grow Grand Island in an encumbered account to be used by the City to pay for the deductible on property insurance if the sculptures were damaged.

Motion by Haase, second by Minton to approve Resolution #2017-288. Upon roll call vote, all voted aye. Motion adopted.

#2017-289 - Consideration of Change Order No. 1 with CMBA Architects for the EM/911 Building. Emergency Management Director Jon Rosenlund reported that in June 2017, the bids received for the construction of the EM/911 Center exceeded the budget and were rejected. As a result, certain design changes and a location change were proposed. The City Administrator was in contact with owners of undeveloped land on the southwest corner of 13th Street and North

Road for the purchase of this land for the purpose of constructing the EM/911 structure at that location. These 3.6 acres would also be ideal for the relocation of Fire Station #4, which was being considered under a different agreement. That agreement would have Menard's paying for the 3.6 acres and building a new fire station in exchange for the current Fire Station #4 and land. Staff recommended approval.

Discussion was held regarding the location of the new building with regards to traffic issues, narrow roads, towers, and a traffic circle. Mr. Rosenlund stated the land would be on a lease/purchase agreement until June 2018 and then purchased at cost through the cell phone occupation tax. Finance Director Renae Jimenez stated the 5% tax for 2016 brought in approximately \$300,000.00. These funds were for public safety purposes only. Comments were made regarding the cost of the change order.

Motion by Nickerson, second by Jones to approve Resolution #2017-289. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Nickerson to approve the payment of claims for the period of September 27, 2017 through October 10, 2017 for a total amount of \$2,023,711.24. Upon roll call vote, Councilmembers, Minton, Hehnke, Haase, Jones, Stelk, and Nickerson voted aye. Councilmember Paulick abstained. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:21 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item G-2

Approving Appointment of Robin Hendricksen to the Regional Planning Commission

Mayor Jensen has submitted the appointment of Robin Hendricksen to the Regional Planning Commission to replace Dean Sears. The appointment would become effective November 1, 2017 upon approval by the City Council and would expire on October 31, 2020.

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item G-3

Approving Appointment of Tony Randone and Robin Hendricksen to the Interjurisdictional Planning Commission

Mayor Jensen has submitted the appointments of Robin Hendricksen and Tony Randone to the Interjurisdictional Planning Commission to replace Dean Sears and Derek Apfel. The appointments would become effective December 1, 2017 upon approval by the City Council and would expire on November 30, 2018.

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item G-4

Approving Re-Appointment of Roger Bullington to the Grand Island Facilities Corporation

Mayor Jensen has submitted the re-appointment of Roger Bullington to the Grand Island Facilities Corporation. The appointment would become effective December 1, 2017 upon approval by the City Council and would expire on November 30, 2020.

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item G-5

**#2017-290 – Approving Changing the City Council Meeting of
December 26, 2017 to December 19, 2017**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: October 24, 2017
Subject: Changing City Council Meeting for December 26, 2017
Presenter(s): RaNae Edwards, City Clerk

Background

City Council approved Resolution #2016-241 on October 11, 2016 setting the regular City Council meeting dates for 2017. City Code §2-2 requires amendments to the schedule of city council meeting dates be by resolution.

Discussion

The last meeting for 2017 is scheduled for Tuesday, December 26, 2017. It is recommended that we change the meeting date to Tuesday, December 19, 2017 .

Alternatives

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

1. Move to approve
2. Deny the request

Recommendation

City Administration recommends that the Council approve the change of the City Council meeting of December 26, 2017 to December 19, 2017.

Sample Motion

Move to approve the change of the City Council meeting of December 26, 2017 to December 19, 2017.

RESOLUTION 2017-290

WHEREAS, Resolution #2016-241 has set the City Council meeting dates for 2017 ; and

WHEREAS, City Code requires amendments to the schedule be by resolution; and

WHEREAS, the last meeting for 2017 is scheduled for December 26, 2017, and

WHEREAS, it is recommended the meeting be changed to December 19, 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, approve the change of the December 26, 2017 City Council meeting to December 19, 2017.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 24 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2017	☐ City Attorney



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item G-6

#2017-291 - Approving City Council Meeting Schedule for 2018

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: October 24, 2017
Subject: City Council Meeting Schedule for 2018
Presenter(s): RaNae Edwards, City Clerk

Background

Grand Island City Code Chapter 2 specifies that Regular Meetings of the City Council shall be held in the Council Chambers of City Hall on the second and fourth Tuesdays of each month beginning at 7:00 p.m. City Council approved Ordinance No. 9009 on September 27, 2005 amending Chapter 2 of the Grand Island City Code allowing Study Sessions to be held at the discretion of the City Council.

Discussion

The City Clerk has prepared the proposed 2018 meeting schedule. This provides for the first City Council meeting to be a Regular Meeting on Tuesday, January 9, 2018. Due to the holidays in November and December it is suggested the regular meetings for those months be held on the first and third Tuesdays. See attached proposed meeting dates.

Alternatives

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

1. Move to approve the 2018 meeting schedule as presented
2. Refer the issue to a Committee
3. Modify the 2018 meeting schedule to meet the wishes of the Council

Recommendation

City Administration recommends that the Council approve the proposed 2018 City Council meeting schedule.

Sample Motion

Move to approve the 2018 City Council meeting schedule as proposed.

PROPOSED

2018

CITY COUNCIL MEETING DATES

Tuesday, January 9, 2018

Tuesday, July 10, 2018

Tuesday, January 23, 2018

Tuesday, July 24, 2018

Tuesday, February 13, 2018

Tuesday, August 14, 2018

Tuesday, February 27, 2018

Tuesday, August 28, 2018

Tuesday, March 13, 2018

Tuesday, September 11, 2018

Tuesday, March 27, 2018

Tuesday, September 25, 2018

Tuesday, April 10, 2018

Tuesday, October 9, 2018

Tuesday, April 24, 2018

Tuesday, October 23, 2018

Tuesday, May 8, 2018

Tuesday, November 6, 2018

Tuesday, May 22, 2018

Tuesday, November 20, 2018

Tuesday, June 12, 2018

Tuesday, December 4, 2018

Tuesday, June 26, 2018

Tuesday, December 18, 2018

RESOLUTION 2017-291

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the City Council of the City of Grand Island, Nebraska will meet in the Council Chambers, 100 East First Street at 7:00 p.m. on the below-mentioned dates:

2018 City Council Meetings:

Tuesday, January 9, 2018
Tuesday, January 23, 2018
Tuesday, February 13, 2018
Tuesday, February 27, 2018
Tuesday, March 13, 2018
Tuesday, March 27, 2018
Tuesday, April 10, 2018
Tuesday, April 24, 2018
Tuesday, May 8, 2018
Tuesday, May 22, 2018
Tuesday, June 12, 2018
Tuesday, June 26, 2018

Tuesday, July 10, 2018
Tuesday, July 24, 2018
Tuesday, August 14, 2018
Tuesday, August 28, 2018
Tuesday, September 11, 2018
Tuesday, September 25, 2018
Tuesday, October 9, 2018
Tuesday, October 23, 2018
Tuesday, November 6, 2018
Tuesday, November 20, 2018
Tuesday, December 4, 2018
Tuesday, December 18, 2018

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 24, 2017.

—

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2017	☐ City Attorney



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item G-7

#2017-292 - Approving Final Plat and Subdivision Agreement for Staab Estates Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: October 24, 2017

Subject: Staab Estates Subdivision – Final Plat

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

Background

This property is located south of Hedde Street and west of Locust Street in the City of Grand Island, Hall County, Nebraska. It consists of 2 lots and 2.756 acres.

Discussion

The plat for Staab Estates Subdivision, Final Plat was considered by the Regional Planning Commission at the October 11, 2017, meeting.

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

A roll call vote was taken and the motion passed with 7 members present and voting in favor (Allan, Ruge, Maurer, Rainforth, Sears, Randone and Kjar) and no members voting no and two members abstaining (O'Neill and Rubio.)

Alternatives

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

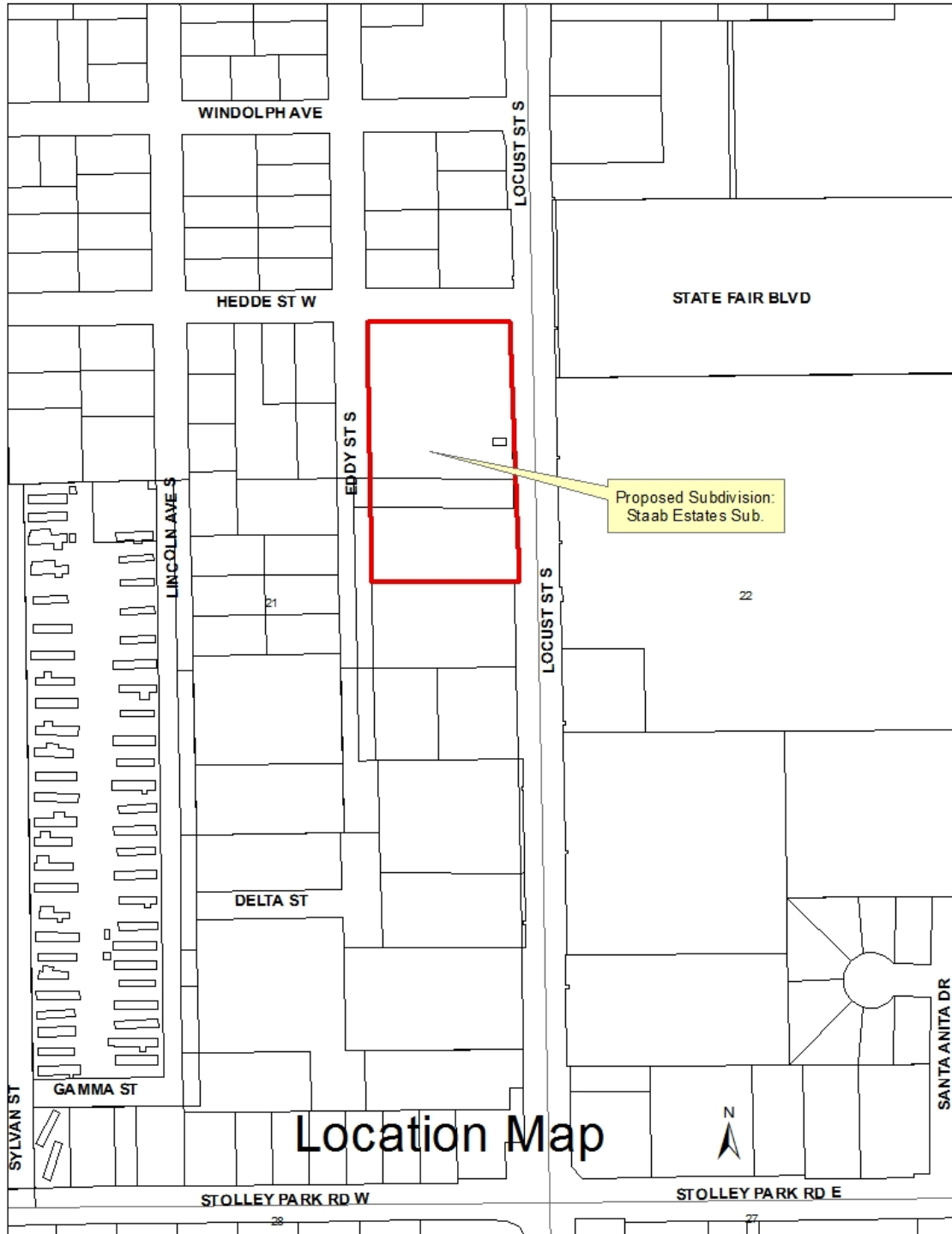
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



Developer/Owner

Chief Construction (Managing Project for several Staab companies)
PO Box 2078
Grand Island, NE 68802

To create 2 lots south of Hedde Street and west of Locust Street, in the City of Grand Island, in Hall County, Nebraska.

Size: 2.756 acres

Zoning: B2-General Business

Road Access: City Street

Water Public: City water is available.

Sewer Public: City sewer is available.



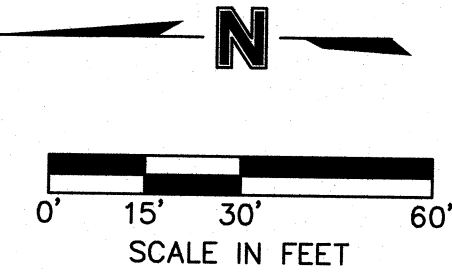
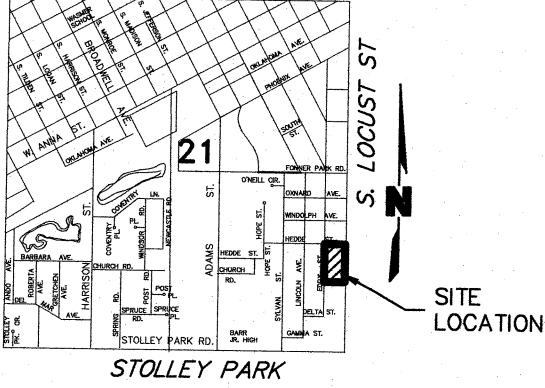
STAAB ESTATES SUBDIVISION
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
FINAL PLAT

LEGEND

- SET CORNER (5/8"x24" REBAR W/CAP)
- FOUND CORNER (AS NOTED)
- PROPERTY LINE
- PROPOSED SUBDIVISION LINE
- EXISTING LANDSCAPE EASEMENT LINE
- EXISTING INGRESS/EGRESS EASEMENT LINE
- EXISTING EASEMENT LINE
- M MEASURED DISTANCE
- P PLATTED DISTANCE PLEASANT HOME SUBD
- P1 PLATTED DISTANCE J N W SUBD
- R1 INST. NO. 200316261
- R2 INST. NO. 200316261
- R3 INST. NO. 200502630
- D1 DEED BK 153 PG 486
- D2 DEED BK 153 PG 678

LOCATION MAP

NOT TO SCALE



W. HEDDE STREET
60' R.O.W.

S. LOCUST STREET
R.O.W. VARIES

S. EDDY STREET
60' R.O.W.

LOT 1
59187 S.F.
1.359 ACRES

LOT 2
60858 S.F.
1.397 ACRES

EXIST. 8'
UTILITY EASE.

EXIST. LANDSCAPING
EASEMENT
INST. NO. 200316263
FILED DEC. 22, 2003

EXIST. UTILITY
EASEMENT
INST. NO. 200316262
FILED DEC. 22, 2003

N88°53'51"E
44.23'(M)

N01°06'09"W
37.91'(M)

51.98'(M) 51.97'(R2)
S01°07'59"E

EXIST. 11' LANDSCAPING
EASEMENT
INST. NO. 200316259
FILED DEC. 22, 2003

EXIST. INGRESS/EGRESS
EASEMENT
INST. NO. 200316260
FILED DEC. 22, 2003
EXIST. INGRESS/EGRESS
EASEMENT
INST. NO. 200502631
FILED MAR. 28, 2005

EXIST. LANDSCAPING
EASEMENT
INST. NO. 200502633
FILED MAR. 28, 2005

EXIST. UTILITY
EASEMENT
INST. NO. 200502632
FILED MAR. 28, 2005

EXIST. INGRESS/EGRESS EASE.
DEED BK 174, PAGE 114
FILED MAR. 1, 1974

EXIST. INGRESS/EGRESS
EASEMENT
INST. NO. 200502631
FILED MAR. 28, 2005

TRAFFIC CONTROL
EASEMENT
BOOK 28, PAGE 661

LOT 1
J N W SUB
(NOT A PART)

S89°21'48"W 257.18'(M) 257.16'(P1)

154'(R)
154.05'(M)
N01°01'52"W

N01°08'08"W 134.99'(M) 135'(R3)
N01°04'47"W 289.04'(M) 289'(D2)

N00°56'04"W
52.06'(M) 52'(D1,R2)

N01°06'09"W
10.00'(M)

N89°04'31"E
9.19'(M)

N88°53'51"E
22.72'(M)

N01°06'09"W
11.99'(M)

N01°08'16"W
40.73'(M)

EXIST. 16'
ELECTRIC EASE.
DOC. NO. 81-000537
FILED FEB. 5, 1981

N01°08'16"W 239.00'(M)
N01°08'16"W 279.73'(M) 280'(P)

DWG: F:\2017\2501-3000\017-2716\40-Design\Survey\SRVY\Sheets\V_FPT_72716.dwg
DATE: Sep 14, 2017 4:29pm XREFS: V_XTP0-72714 USER: jjimenez

A TRACT OF LAND CONSISTING OF PART OF BLOCK 16, PLEASANT HOME SUBDIVISION AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4 SE1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., ALL IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID TRACT CONTAINS A CALCULATED AREA OF 120045.40 SQUARE FEET OR 2.756 ACRES MORE OR LESS.

I HEREBY CERTIFY THAT ON _____, 2017, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND CONSISTING OF PART OF BLOCK 16, PLEASANT HOME SUBDIVISION AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4 SE1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., ALL IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

JAI JASON ANDRIST, REGISTERED LAND SURVEYOR NUMBER, LS-630

SUBMITTED TO AND APPROVED BY THE REGIONAL PLANNING COMMISSION OF HALL COUNTY, CITIES OF GRAND ISLAND, WOOD RIVER, AND THE VILLAGES OF ALDA, CAIRO, AND DONIPHAN, NEBRASKA.

CHAIRPERSON _____ DATE _____

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND,
NEBRASKA

THIS _____ DAY OF _____, 2017.

MAYOR _____

CITY CLERK



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

PROJECT NO. 2017-2716

CHIEF CONST STAAB
DEVELOPMENT SURVE

FB GI 2017-2

KNOW ALL MEN BY THESE PRESENTS, THAT LOCUST STREET LLC, BEING THE OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS **"STAAB ESTATES SUBDIVISION"** IN PART OF BLOCK 16, PLEASANT HOME SUBDIVISION AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4 SE1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., ALL IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA , AS SHOWN ON THE ACCOMPANYING PLAT THEREOF: AND THAT THE FOREGOING ADDITION 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 OWNERS AND PROPRIETORS.

KENNETH W STAAB, PRESIDENT, LOCUST STREET LLC

STATE OF NEBRASKA
COUNTY OF HALL SS

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

KNOW ALL MEN BY THESE PRESENTS, THAT KENNETH W STAAB AND ROSE MARY STAAB, HUSBAND AND WIFE, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "**STAAB ESTATES SUBDIVISION**" IN PART OF BLOCK 16, PLEASANT HOME SUBDIVISION AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4 SE1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., ALL IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA , AS SHOWN ON THE ACCOMPANYING PLAT THEREOF: AND THAT THE FOREGOING ADDITION 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 OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT _____, NEBRASKA,
THIS ____ DAY OF _____, 2017.

KENNETH W STAAB

ROSE MARY STAAB

STATE OF NEBRASKA SS
COUNTY OF HALL

ON THIS ____ DAY OF _____, 2017, BEFORE ME _____, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED KENNETH W STAAB AND ROSE MARY STAAB, HUSBAND AND WIFE, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSONS WHOSE SIGNATURES ARE AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

KNOW ALL MEN BY THESE PRESENTS, THAT STAAB PH UNITS LLC, BEING THE OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS **"STAAB ESTATES SUBDIVISION"** IN PART OF BLOCK 16, PLEASANT HOME SUBDIVISION AND PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE1/4 SE1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP ELEVEN (11) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., ALL IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF: AND THAT THE FOREGOING ADDITION 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 OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT _____, NEBRASKA,
THIS ____ DAY OF _____, 2017.

KENNETH W STAAB, PRESIDENT, STAAB PH UNITS LLC

STATE OF NEBRASKA
COUNTY OF HALL ^{SS}

ON THIS ____ DAY OF _____, 2017, BEFORE ME _____, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED KENNETH W STAAB, PRESIDENT, STAAB PH UNITS LLC, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HERUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

RESOLUTION 2017-292

WHEREAS Locust Street LLC, Staab PH UNITS LLC and Kenneth W. Staab, and Rose Mary Staab husband and wife, being the owners of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as “STAAB ESTATES SUBDIVISION”, a subdivision consisting of part of Block 16, Pleasant Home Subdivision and part of the southeast quarter of the southeast quarter (SE ¼, SE ¼) of section twenty-one (21), township eleven (11) north, range nine (9) west of the 6th P.M. all in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

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

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

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

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

- - -Adopted by the City Council of the City of Grand Island, Nebraska, October 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2017	☐ City Attorney



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item G-8

#2017-293 - Approving Acquisition of Utility Easement - 111 E. 4th Street - LaMexicana

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2017-293

WHEREAS, a public utility easement is required by the City of Grand Island from LaMexicana, 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 October 24, 2017, for the purpose of discussing the proposed acquisition of a twenty (20.0) foot utility easement located at 111 East 4th Street, in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

The southerly twenty (20.0) feet of the westerly twenty (20.0) feet of the easterly thirty (30.0) feet of Lot Two (2), Block Forty Three (43) in the Original Town, now City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing 400 square feet more or less, as shown on the plat dated 9/15/2017, 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 LaMexicana, Inc., on the above-described tract of land.

- - -

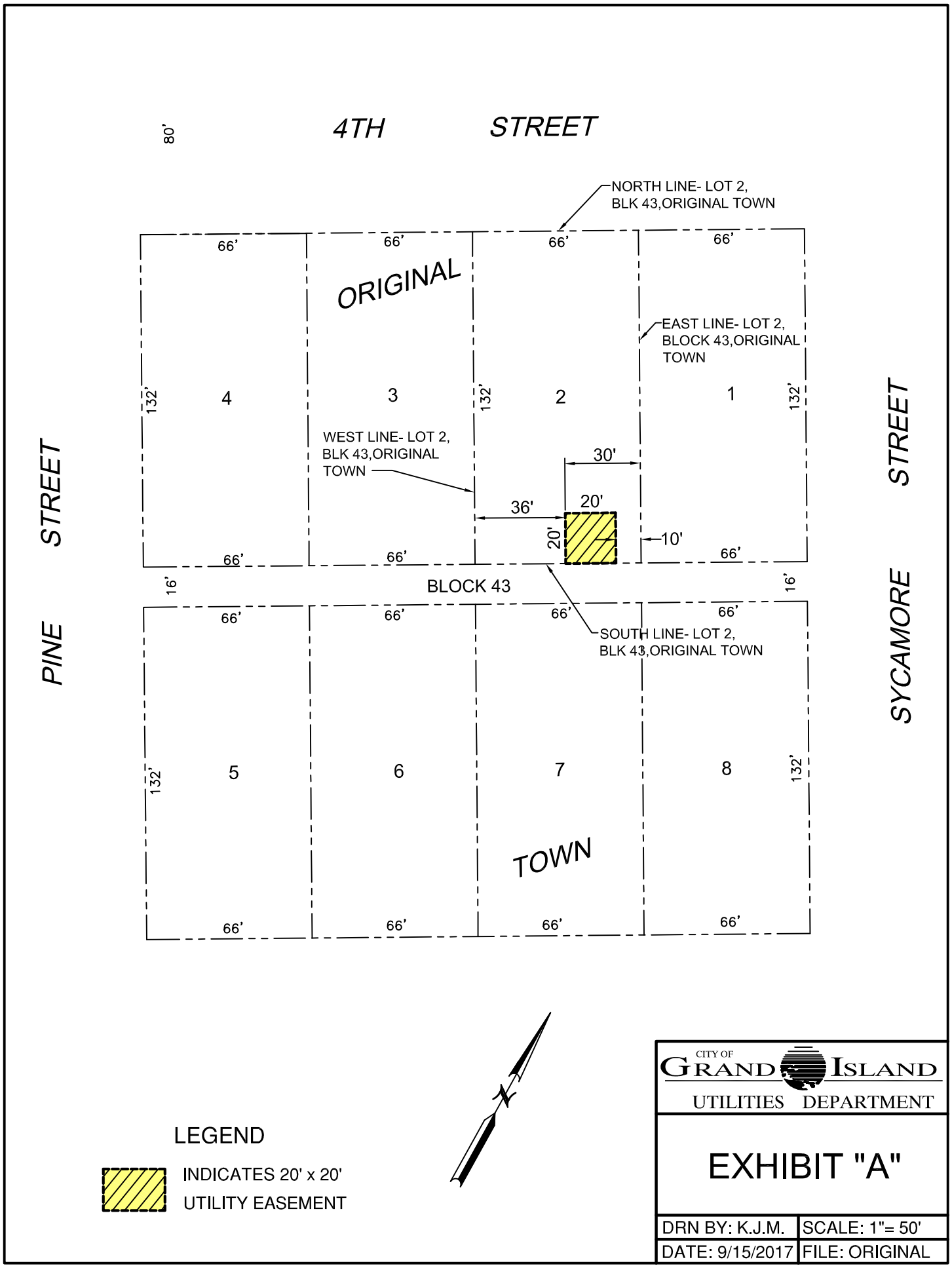
Adopted by the City Council of the City of Grand Island, Nebraska, October 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2017	☐ City Attorney





City of Grand Island

Tuesday, October 24, 2017

Council Session

Item G-9

#2017-294 - Approving Acquisition of Utility Easement - the Southerly Side of 2311 One-R Road - DMBG Investments, LLC

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2017-294

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

WHEREAS, a public hearing was held on October 24, 2017, for the purpose of discussing the proposed acquisition of a utility easement located on the southerly side of 2311 One-R Road in Hall County, Nebraska; and more particularly described as follows:

Commencing at the Southeast corner of Lot Six (6), Prairie Creek Meadows Subdivision, Hall County, Nebraska; thence N00°14'41"E, along the easterly line of said Lot Six (6), a distance of one hundred twenty four and fifty six hundredths (124.56) feet to a northeasterly corner of said Lot Six (6), being the ACTUAL Point of Beginning; thence continuing N00°14'41"E, a distance of two hundred sixty six and sixty eight hundredths (266.68) feet; thence S89°46'45"E, a distance of two hundred fifty nine and ninety four hundredths (259.94) feet; thence N00°14'11"E, a distance of ten (10.0) feet; thence N89°46'45"W, a distance of three hundred seventy six and three tenths (376.3) feet; thence S00°14'11"W, a distance of twenty (20.0) feet; thence S89°46'45"E, a distance of one hundred six and thirty six hundredths (106.36) feet; thence S00°14'41"W, a distance of two hundred fifty six and seventy two hundredths (256.72) feet to a point on a northerly line of said Lot Six (6); thence N90°00'00"E, along a northerly line of said Lot Six (6), a distance of ten (10.0) feet to the said Point of Beginning.

The above-described easement and right-of-way containing a calculated area of 0.17 acres more or less, as shown on the plat dated 10/5/2017, 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 DMBG Investments, LLC, on the above-described tract of land.

- - -

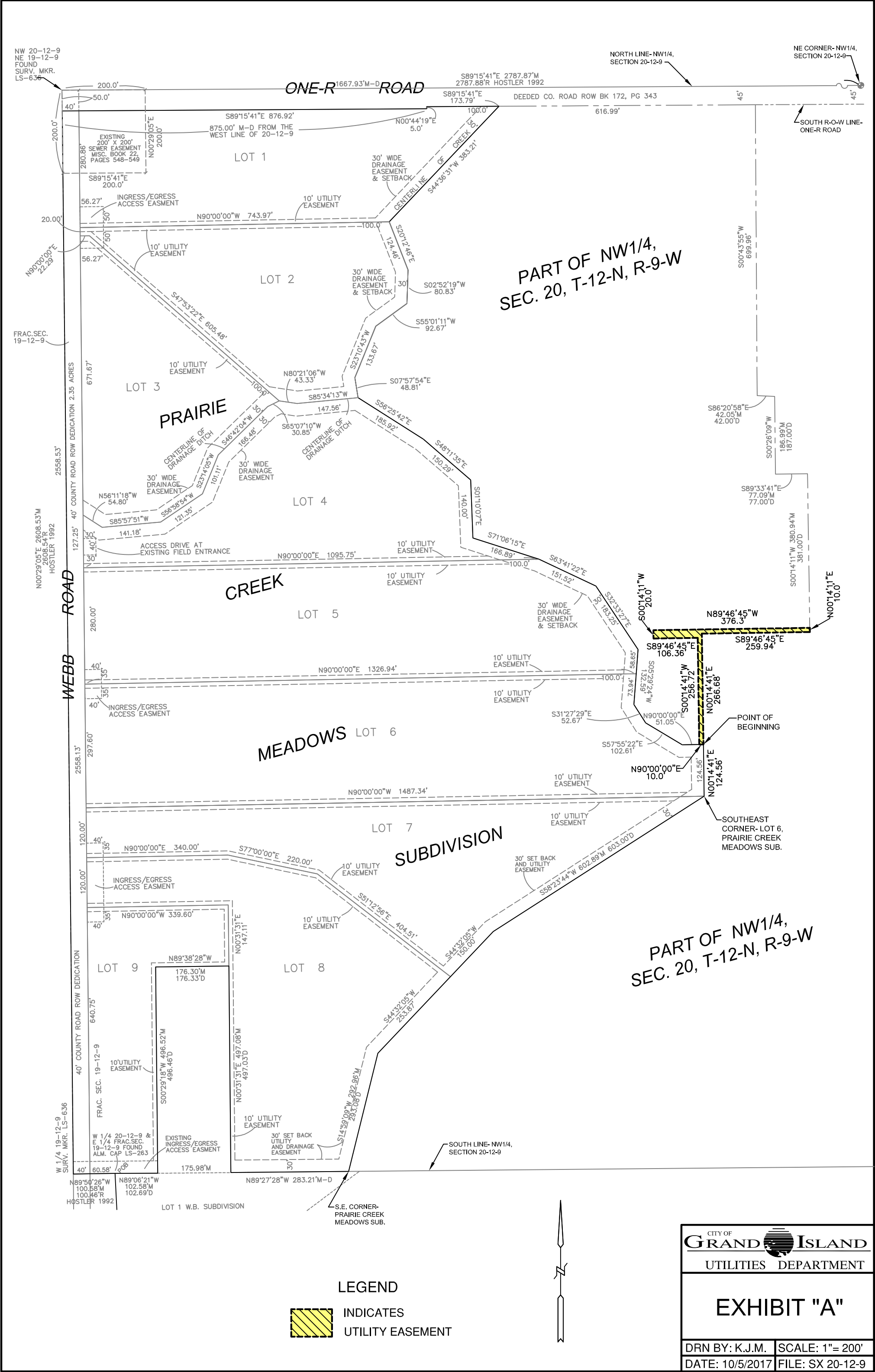
Adopted by the City Council of the City of Grand Island, Nebraska, October 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2017	☐ City Attorney



NW 20-12-9
NE 19-12-9
FOUND
SURV. MKR.
LS-636

FRAC.SEC.
19-12-9

N00°29'05"E 2608.53'M
2608.54'R
HOSTLER 1992

WEBB ROAD

40' COUNTY ROAD ROW DEDICATION

W 1/4 19-12-9
SURV. MKR. LS-636

FRAC. SEC. 19-12-9
ALM. CAP LS-263

LOT 9

10' UTILITY EASEMENT

EXISTING INGRESS/EGRESS ACCESS EASEMENT

LOT 1 W.B. SUBDIVISION

PRAIRIE

LOT 3

LOT 4

LOT 5

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City of Grand Island

Tuesday, October 24, 2017

Council Session

Item G-10

#2017-295 - Approving Acquisition of Utility Easement - 1700 W. Stolley Park Road - Hall County School Dist. 2

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2017-295

WHEREAS, a public utility easement is required by the City of Grand Island from Hall County School District 2, 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 October 24, 2017, for the purpose of discussing the proposed acquisition of a utility easement located at 1700 West Stolley Park Road, in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the Southwest corner of Lot Ninety Four (94) Haggess' Subdivision, in the City of Grand Island, Hall County, Nebraska; thence on an assumed bearing of N88°41'06"E, along the South line of said Lot Ninety Four (94), a distance of one hundred five and fifty eight hundredths (105.58) feet to the ACTUAL Point of Beginning; thence N00°00'00"E, a distance of eighty nine and sixty eight hundredths (89.68) feet; thence N90°00'00"E, a distance of twenty (20.0) feet; thence S00°00'00"E, a distance of eighty nine and twenty two hundredths (89.22) feet to a point on the South line of said Lot Ninety Four (94); thence S88°41'06"W, along the South line of said Lot Ninety Four (94), a distance of twenty and one hundredth (20.01) feet to the said Point of Beginning.

The above-described easement and right-of-way containing 0.41 acres more or less, as shown on the plat dated 8/17/2017, marked Exhibit "1", 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 Hall County School District 2, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 24, 2017.

Jeremy L. Jensen, Mayor

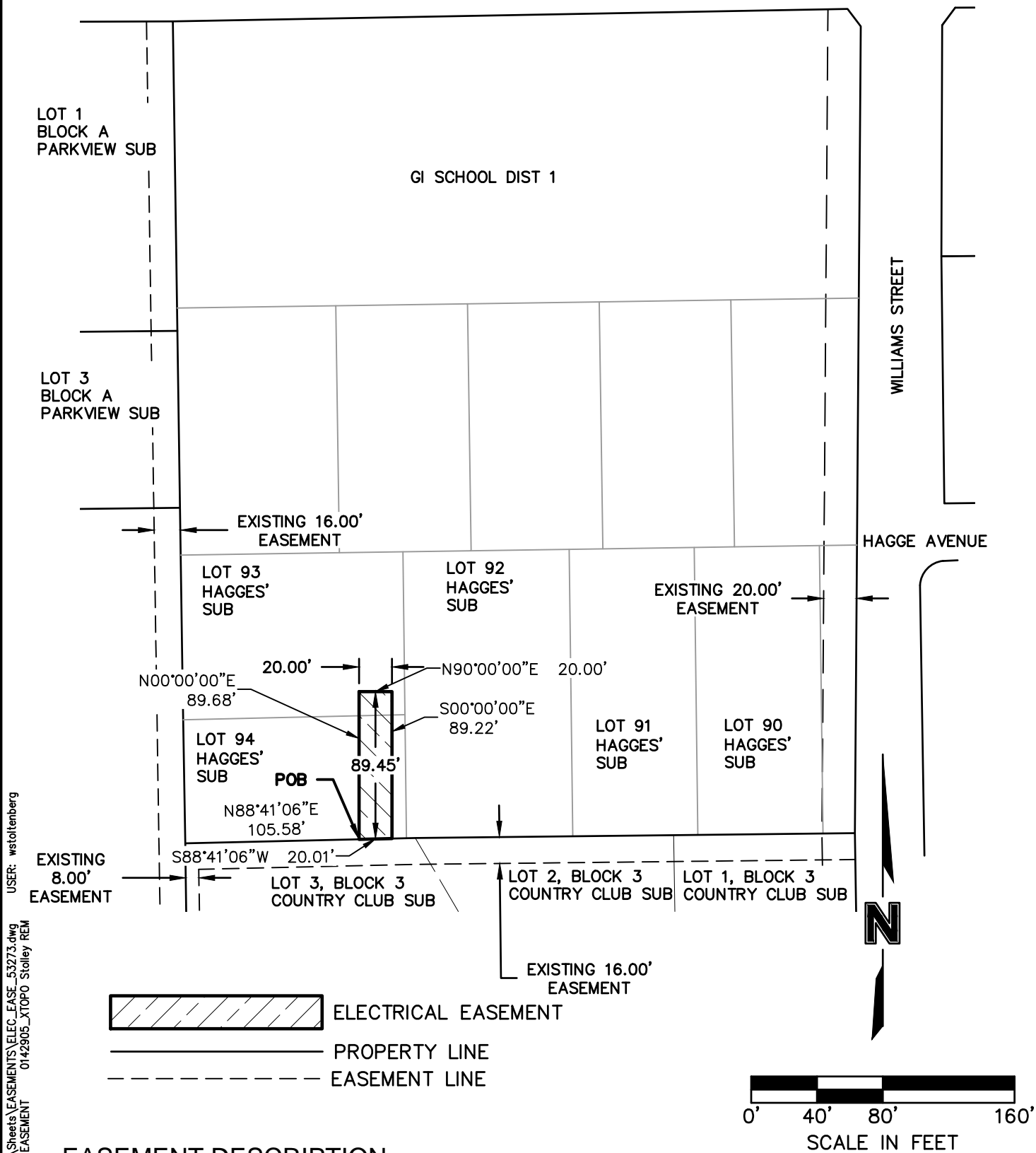
Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
October 20, 2017	<input type="checkbox"/>	City Attorney

ELECTRICAL EASEMENT
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

STOLLEY PARK ROAD



EASEMENT DESCRIPTION

AN ELECTRICAL EASEMENT CONSISTING OF PART OF LOT 93 AND 94, HAGGES' SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING THE THE SOUTHWEST CORNER OF LOT 94 HAGGES' SUBDIVISION; THENCE ON AN ASSUMED BEARING OF N88°41'06\"E, ALONG THE SOUTH LINE OF SAID LOT 94, A DISTANCE OF 105.58 FEET, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N00°00'00\"E, A DISTANCE OF 89.68 FEET; THENCE N90°00'00\"E, A DISTANCE OF 20.00 FEET; THENCE S00°00'00\"E, A DISTANCE OF 89.22 FEET TO THE POINT ON THE SOUTH LINE OF SAID LOT 94; THENCE S88°41'06\"W, ALONG THE SOUTH LINE OF SAID LOT 94, A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING. SAID ELECTRICAL EASEMENT CONTAINS 1789.07 SQUARE FEET OR .041 ACRES MORE OR LESS.

PROJECT NO: 015-3273	ELECTRICAL EASEMENT	 <div>201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752</div>	EXHIBIT
DRAWN BY: WLS			1
DATE: 8/17/2017			



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item G-11

#2017-296 - Approving Safety Glass Contract for Utilities, Public Works & Parks & Recreation for 2018 & 2019 with Heartland Optical

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
John Collins, Public Works Director
Todd McCoy, Parks Director
Stacy Nonhoff, Asst. City Attorney

Meeting: October 24, 2017

Subject: Award of Safety Glass Contract for the Parks & Recreation, Public Works and Utilities Departments for 2018 - 2019

Presenter(s): Timothy Luchsinger, Utilities Director

Background

As part of personal protective equipment furnished by the City to its employees, the City periodically enters into an agreement with a local provider for safety glasses for those employees needing corrective lenses. Costs for eyewear prescriptions and options other than the base selection are at the expense of the employee. Requests for quotes were solicited in accordance with City Procurement Policies for safety glass services for the Utilities, Public Works, and Parks & Recreation Departments for 2018 and 2019.

Discussion

Documents were mailed to five vendors, and advertised in the Grand Island Independent. The following quotations were received.

Heartland Optical, Lincoln, NE (with a branch location at 1437 N. Webb Road, Grand Island)
Eagle Safety Eyewear, Louisville, KY

The responses were reviewed and because Eagle Safety Eyewear of Louisville, Kentucky did not offer an on-site location in the City of Grand Island to allow local access for our employees as required in the specifications, their quote is non-compliant.

Heartland Optical offered the best overall proposal with competitive pricing and their location at 1437 N. Webb Road complies with the specifications. Heartland Optical has provided safety glasses for City employees in the past, and their performance and product met expectations.

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 two year contract for Safety Glasses for the Utilities, Public Works, and Parks and Recreation Departments, to Heartland Optical of Lincoln, Nebraska, dispensing from Heartland Optical at 1437 N. Webb Road in Grand Island, Nebraska.

Sample Motion

Move to approve the two year contract (2018 & 2019) for Safety Glasses to Heartland Optical of Lincoln Nebraska, dispensing from their Grand Island location at 1437 N. Webb Road.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS
FOR
SAFETY GLASSES AND SERVICE**

RFP DUE DATE: October 12, 2017 at 4:00 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: September 19, 2017

NO. POTENTIAL BIDDERS:

SUMMARY OF PROPOSALS RECEIVED

Heartland Optical
Lincoln, NE

Eagle Safety Eyewear
Louisville, KY

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

Pat Gericke, Utilities Admin. Assist.
Renae Jimenez, Finance Director

P2004

Contract Agreement

This AGREEMENT made and entered into by and between Heartland Optical, of 1012 N. 27th Street, Lincoln, Nebraska, dispensing from their Grand Island, Nebraska location at 1437 N. Webb Road, hereinafter called "Supplier", and the CITY OF GRAND ISLAND, NEBRASKA, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for quotes to be published for furnishing SAFETY GLASSES; and

WHEREAS, the City, in the manner prescribed by law, has reviewed, examined, and canvassed the quotes submitted, and has determined the aforesaid Heartland Optical, to be the lowest responsive and responsible Safety Glass vendor, and has duly awarded them a contract therefore, for the sum or sums named in their quote, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to Heartland Optical, and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and Heartland Optical for itself, and its successor, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the Contract Documents";

1. This Contract Agreement.
2. The City of Grand Island's Specification for Safety Glasses.
3. Heartland Optical's quote signed and dated October 8, 2017.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That Heartland Optical shall: (a) furnish all materials (frames and lenses); (b) provide and perform all necessary labor; and (c) in a good and substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said document forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, and complete all work included in and covered by the City's official award of this contract to Heartland Optical, such award being based on the acceptance by the City of Grand Island's quote;

ARTICLE III. That the City shall pay Heartland Optical for the performance of the work embraced in this contract and Heartland Optical will accept as full compensation therefore the amount(s) as stated in the Specification Document for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in a timely manner.

ARTICLE IV. Heartland Optical, hereby agrees to act as agent for the City in purchasing materials and supplies for the City for Safety Glasses. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but Heartland Optical, shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to:

The City of Grand Island
Utilities Administration
PO Box 1968
Grand Island, NE 68802-1968

All invoices shall bear Heartland Optical's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and become a part of the finished product, SAFETY GLASSES.

ARTICLE V. The contract shall go into effect **January 1, 2018**, and remain into effect until **December 31, 2019**.

ARTICLE VI. Heartland Optical, agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. They further agree to comply with the provisions of Section 48-657, R.R.S., 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, Heartland Optical agrees not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. Heartland Optical agrees to comply with all applicable Local, State and Federal rules and regulations, and agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request.

GRATUITIES and KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular

matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a subcontract or order.

HEARTLAND OPTICAL

By  Date 10.13.17

Title: CEO

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Jeremy L. Jensen, Mayor

Attest: _____
RaNae Edwards, City Clerk

The contract is due form according to law and hereby approved.

Attorney for the City Date _____

RESOLUTION 2017-296

WHEREAS, the City of Grand Island invited quotes for Safety Glasses and Service for the Utilities, Public Works and Parks and Recreation Departments, according to the City's Request for Quotes on file with the Utilities Administration Office; and

WHEREAS, quotes were due on October 12, 2017; and

WHEREAS, Heartland Optical of Lincoln, Nebraska, dispensing safety glasses at their Grand Island, Nebraska, location submitted a quote in accordance with the terms of the advertisement for quotes and all other statutory requirements contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the quote of Heartland Optical of Lincoln, Nebraska, dispensing at their Grand Island, Nebraska location, for safety glasses and service for the Utilities, Public Works and Parks and Recreation Departments for the years 2018 and 2019 for the amounts set out in its quote is hereby approved as the most responsive quote received.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2017	☐ City Attorney



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item G-12

#2017-297 - Approving Change Order #1 for Composite Elevated Water Storage

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: October 24, 2017

Subject: Composite Elevate Storage Tank – Change Order #1

Presenter(s): Tim Luchsinger, Utilities Director

Background

The City's water system consists of 21 low pressure wells, located on a 1,200 acre island in the Platte River, which supplies water to an on-site collection and pumping station. This pumping station transfers water through transmissions mains to several reservoir stations in the City. These pumping stations provide water for residential and industrial use as well as fire protection for the City.

In early 2015, a Water Master Plan study was completed identifying the need for elevated water storage, which will provide additional storage during peak demand and an emergency supply if power is lost to the City.

At the March 14, 2017 meeting, Council awarded the contract for Composite Elevated Water Storage Tank Construction to Landmark Structures of Fort Worth, Texas in the amount of \$3,454,200.00.

Discussion

During the design phase, an investigation of the surrounding area found that there would not be enough drainage to facilitate draining the tank for inspection without flooding the future housing development. To address this issue, a pump was designed to pump the remaining water from the elevated storage into the water system.

The pump, electrical, engineering, and installation cost is \$106,030.00. The overflow pipe was redesigned and reduced from 18" to 16" for a cost reduction of \$3,775.00. The total changes to the contract are \$102,255.00, for a final contract cost of \$3,556,455.00.

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 presented in this motion

Recommendation

The Utilities Department recommends approval of Change Order #1 to the Composite Elevated Storage in the amount of \$102,255.00, for a final contract price of \$3,556,455.00.

Sample Motion

Move to approve Change Order #1 to the Composite Elevate Water Storage Tank with Landmark Structures, in the amount of \$102,255.00, for a final contract amount of \$3,556,455.00.



Working Together for a
Better Tomorrow. Today.

Change Order #1

TO: Landmark Structures
1665 Harmon Road
Fort Worth, Texas 76177
817-439-8888

October 11, 2017

PROJECT: Composite Elevated Storage Tank

You are hereby directed to make the following change in your contract:

1 Additional payment per the attached spreadsheet.

ADD: \$102,255.00

The original Contract Sum	<u>\$ 3,454,200.00</u>
Previous Change Order Amounts	<u>\$ -</u>
The Contract Sum is increased by this Change Order	<u>\$ 102,255.00</u>
The Contract Sum is decreased by this Change Order	<u>\$</u>
The total modified Contract Sum to date	<u>\$ 3,556,455.00</u>

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 therein.

APPROVED: CITY OF GRAND ISLAND

By: _____

Date _____

Attest: _____

Approved as to Form, City Attorney

ACCEPTED: LANDMARK STRUCTURES

By: _____

Date 10/11/17

Jason Hettler
Sr. Project Manager

525.14510

C123127

\$3,454,200.00

Page 184 / 285

RESOLUTION 2017-297

WHEREAS, at the March 14, 2017 meeting, Council awarded the contract for construction of the Composite Elevated Water Storage Tank, to Landmark Structures of Fort Worth, Texas, in the amount of \$3,454,200.00; and

WHEREAS, during the design phase, an investigation of the surrounding area found that there would not be enough drainage to facilitate draining the tank for inspection without flooding a future housing development; and

WHEREAS, to address this issue, a pump was designed to pump the remaining water from the elevated storage into the water system; and

WHEREAS, as a result of these design changes, Change Order #1 was prepared for \$102,255.00 for a total contract amount of \$3,556,455.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 for the construction of the Composite Elevated Water Storage Tank, is hereby approved and the Mayor is hereby authorized to sign Change Order #1 on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2017	☐ City Attorney



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item G-13

#2017-298 - Approving 2018 Police Fleet Purchases

Staff Contact: Robert Falldorf, Police Chief

Council Agenda Memo

From: Robert Falldorf, Police Chief

Meeting: October 24, 2017

Subject: 2018 Police Fleet Vehicle Purchases

Presenter(s): Robert Falldorf, Police Chief

Background

The Police Department has \$118,000 budgeted in Capital expenditures for the purchase of four (4) Police fleet vehicles. These four (4) vehicles will be for the Patrol Division. The Police Department is requesting to purchase on State of Nebraska contract the four (4) 2018 Ford Police Interceptor Utility vehicles from Anderson Auto Group, Lincoln, Nebraska. Two (2) of the four (4) Police fleet vehicles will be purchased with the addition of an auxiliary battery in each vehicle for a total of \$29,369 per each vehicle. The two (2) remaining Police fleet vehicles will be purchased without the additional auxiliary batteries for a total of \$28,919 per each vehicle. Total purchase for all four (4) Patrol fleet vehicles will be \$116,576.

Discussion

The Police Department has \$118,000 budgeted in Capital Outlay for the purchase of four (4) Police fleet vehicles in 2018. The Department is replacing four (4) higher mile vehicles from the marked Patrol Division fleet on our regular vehicle rotation. The Department is requesting to purchase four (4) 2018 Police Interceptor Utility vehicles under State contract #14611 OC from Anderson Auto Group, two (2) at \$29,369 (with auxiliary battery add on) and two (2) at \$28,919 per vehicle for a total cost of \$116,576.

The price for the four (4) 2018 Ford Police Interceptor Utility vehicles includes a \$100.00 delivery fee to Grand Island. The Police Department expects delivery of these vehicles in the spring of 2018.

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 of four (4) 2018 Ford Police Interceptor Utility vehicles, two (2) at \$29,369 each and two (2) at \$28,919 each under State contract from Anderson Auto Group, Lincoln, NE for a total cost of \$116,576.

Sample Motion

Move to purchase four (4) 2018 Ford Police Interceptor Utility vehicles, two (2) at \$29,369 each and two (2) at \$28,919 each under State contract from Anderson Auto Group, Lincoln, NE for a total cost of \$116,576.

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 1 of 4	ORDER DATE 08/30/17
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	
VENDOR ADDRESS: AFL, LLC DBA ANDERSON FORD LINCOLN MERCURY MAZDA 2500 WILDCAT DR PO BOX 83644 LINCOLN NE 68501-3644	

CONTRACT NUMBER

14611 OC

Primary Award

E85 Award

THE CONTRACT PERIOD IS:

SEPTEMBER 23, 2017 THROUGH SEPTEMBER 22, 2018

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5374 OF

Contract to supply and deliver 2018 OR CURRENT PRODUCTION POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER as per the attached specifications for the contract period September 23, 2017 through September 22, 2018.

See attached Master Agreement Terms and Conditions page for approximate units to be purchased. The Unit Price is equal to the Base Price for items before the Option Bid List.

Make/Model: Ford Explorer Police Utility Vehicle

IMPORTANT NOTE: Purchase Orders must have a paint line selected providing Exterior Color, Interior Color, and Seat Color. The colors and color codes are provided on a color chart attached to the contract.

The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Bobby Colclasure
Phone: 402-617-4521
E-Mail: bobbyc@andersonautogroup.com

This is the first renewal of the contract as amended. (8/30/17 sc)

Amendment Two (2) as attached. (8/30/17 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	FORD POLICE UTILITY VEHICLE MIDSIZE	20.0000	EA	28,834.0000

2018 or Current Production Year POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER

9/8/17
PL
Dianna Gilliland 9-8-17
BUYER
Douglas Wilson 8-30-17
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 2 of 4	ORDER DATE 08/30/17
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	

CONTRACT NUMBER
14611 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
	Make: Ford Model: Explorer Police Utility Vehicle Series, Code, Trim Level: K8A, 500A, PUV Engine: 3.7L V6 Delivery time after receipt of order (number/days): 90 The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.			
2	E85 FORD POLICE UTILITY VEHICLE MIDSIZE	20.0000	EA	28,834.0000
	2018 or Current Production Year E85 POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER E85 (Units capable of operating on a fuel mixture of up to 85% Ethanol/15% Unleaded gasoline without additional change or conversion.) Make: Ford Model: Explorer Police Utility Vehicle Series, Code, Trim Level: K8A, 500A, PUV Engine: 3.7L V6 Delivery time after receipt of order (number/days): 90 The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.			
	OPTIONS			
3	ENGINE (OTHER)	20.0000	EA	3,295.0000
	ENGINE SIZE: 3.5L Ecoboost			
4	CLOTH REAR SEATS (DEDUCT)	20.0000	EA	-50.0000
5	COURTESY LAMP INOPERABLE (DEDUCT)	20.0000	EA	-10.0000
6	STANDARD PAINT. ATTACH LIST AND IDENTIFY AS NO ADDITIONAL COST PAINTS.	20.0000	EA	0.0000
7	DEEP TINT GLASS (ALL EXCEPT WINDSHIELD AND FRONT DOORS)	20.0000	EA	375.0000
8	DRIVER SIDE SPOTLIGHT	20.0000	EA	-150.0000


BUYER INITIALS

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 3 of 4	ORDER DATE 08/30/17
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	

CONTRACT NUMBER
14611 OC

Line	Description (DEDUCT)	Estimated Quantity	Unit of Measure	Unit Price
9	DUAL SIDE SPOTLIGHT	20.0000	EA	450.0000
10	DOME LIGHT (DEDUCT)	20.0000	EA	-25.0000
11	UNDER HOOD LIGHT (DEDUCT)	20.0000	EA	-10.0000
12	DROP SHIPMENT CHARGES OUTSIDE THE LINCOLN AREA. ADDITIONAL COSTS OF CHARGES FOR VEHICLE DROP SHIPMENT OUTSIDE THE LINCOLN AREA. DROP SHIPMENT CHARGES WOULD BE FOR VEHICLES BOUGHT BY POLITICAL ENTITIES AND OTHER DIVISIONS OF GOVERNMENT.	20.0000	EA	295.0000
13	VERTICAL MOUNTED TWO (2) CLEAR/WHITE LED MODULES. MOUNTED AT A 45 DEGREE ANGLE TO FRONT OF VEHICLE ON PUSH BUMPER. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE (3) LED IN EACH MODULE. FACTORY OR DEALER INSTALLED. (DEDUCT)	20.0000	EA	-109.0000
14	TWO (2) CLEAR/WHITE LED MODULES. MOUNTED ON EITHER SIDE OF REAR LICENSE PLATE ON A LICENSE PLATE BRACKET FOR TWO (2) LIGHTHEADS. BLACK BEZEL WITH CLEAR LENSES. SHOCK AND WATER RESISTANT. LEADS TAGGED AS SUCH THAT TERMINATE IN CENTER CONSOLE AREA. LED'S MEET SAE J845, CLASS 1 SPECIFICATIONS. MINIMUM OF THREE (3) LED IN EACH MODULE. FACTORY OR DEALER INSTALLED. (DEDUCT)	20.0000	EA	-109.0000
15	100 WATT SIREN SPEAKER INSTALLED CENTERED ON PUSH BUMPER WITH SPECIFIC MOUNTING BRACKET. LEADS TAGGED AS SUCH THAT TERMINATE IN OR NEAR THE PASSENGER COMPARTMENT. FACTORY OR DEALER INSTALLED. (DEDUCT)	20.0000	EA	-125.0000
16	SETINA PB 400 PUSH BUMPER WITH INSTALLATION ON FRONT OF VEHICLE. FACTORY OR DEALER INSTALLED. (DEDUCT)	20.0000	EA	-350.0000
17	AUXILIARY BATTERY (DUAL PURPOSE AGM BATTERY) WITH DUAL BATTERY SEPARATER FOR ACCESSORY EQUIPMENT. INSTALLATION ALSO TO INCLUDE BATTERY TRAY AND BRACKET, HEAVY DUTY FUSE, 1 GAUGE OR LARGER CABLE. FACTORY OR DEALER INSTALLED. (DEDUCT)	20.0000	EA	-450.0000


BUYER INITIALS

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 4 of 4	ORDER DATE 08/30/17
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 503856	

CONTRACT NUMBER
14611 OC

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
18	CLASS III TRAILER TOWING WITH TRAILER LIGHTING CONNECTORS. FACTORY OR DEALER INSTALLED.	20.0000	EA	395.0000
19	PRO-GARD X PUSH BUMPER WITH INSTALLATION ON FRONT OF VEHICLE. FACTORY OR DEALER INSTALLED.	20.0000	EA	2,695.0000
20	SPOTLIGHT: WHITE LED LIGHTING FACTORY OR DEALER INSTALLED.	20.0000	EA	425.0000


BUYER INITIALS

PP 27084595/11, 08/27/17 - 27084511

AMENDMENT TWO
14611 OC
Police Midsize Utility Vehicle for the State of Nebraska
Between
The State of Nebraska and AFL, LLC dba Anderson Ford

This Amendment (the "Amendment") is made by the State of Nebraska and AFL, LLC dba Anderson Ford, parties to Contract 14611 OC (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

Effective September 23, 2017, the following information is superseded and replaced:

1. Make/Model: Ford Explorer Police Utility Vehicle
2. Lines 1 and 2:

Line Number	Description	Unit of Measure	Unit Price
1	<p>FORD POLICE UTILITY VEHICLE MIDSIZE 2018 or Current Production Year POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER</p> <p>Make: Ford Model: Explorer Police Utility Vehicle Series, Code, Trim Level: K8A, 500A, PUV Engine: 3.7L V6 Delivery time after receipt of order (number/days): 90</p> <p>The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.</p>	EA	\$28,834.00
2	<p>E85 FORD POLICE UTILITY VEHICLE MIDSIZE 2018 or Current Production Year E85 POLICE MIDSIZE UTILITY VEHICLE ALL WHEEL DRIVE 5 PASSENGER</p> <p>E85 (Units capable of operating on a fuel mixture of up to 85% Ethanol/15% Unleaded gasoline without additional change or conversion.)</p> <p>Make: Ford Model: Explorer Police Utility Vehicle Series, Code, Trim Level: K8A, 500A, PUV Engine: 3.7L V6 Delivery time after receipt of order (number/days): 90</p> <p>The original manufacturer's statement of origin, a service authorization card, and a properly executed service and warranty policy shall accompany each vehicle when delivered.</p> <p>OPTIONS</p>	EA	\$28,834.00

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

Contractor: AFL, LLC dba Anderson Ford

By: Douglas Wilken

By: Bobby Colclasure

Name: Douglas Wilken

Name: Bobby Colclasure

Title: DAS Materiel Administrator

Title: Fleet Director

Date: 8 SEPT 17

Date: 8/2/17



September 28th, 2017

2018 Ford Police Interceptor Utility—State Contract 14611

2: 3.7L V6: \$28,834.00
4: Cloth rear seats
5: Courtesy lamp inoperable
7: Deep Tint Glass: \$375.00
8: Driver side spotlight
10: dome Light
11: Deduct under hood light -\$10.00-
12 drop ship \$100.00
14: LED's rear plate
15: Deduct Siren speaker on push bar -\$125.00-
16: Deduct Setina Push Bumper -\$350
17: Deduct Aux Battery -\$450
Add Blind Spot/cross traffic alert rear back-up camera: \$545.00
SUB TOTAL: \$28,919

Bobby Colclasure
Anderson Auto Group
Commercial & Fleet Director
2500 Wildcat Dr., Lincoln, NE 68521
Cell-402-617-4521
bobbyc@andersonautogroup.com

Because People Matter...
We will serve your needs by always doing what is right.



LINCOLN NORTH
2500 Wildcat Drive
Lincoln, NE 68521
402.458.9800

LINCOLN SOUTH
3201 Yankee Hill Road
Lincoln, NE 68512
402.464.0661
(Opening Fall 2011)

GRAND ISLAND
120 Diers Avenue
Grand Island, NE 68803
308.384.1700

ST. JOSEPH
2207 North Belt Highway
St. Joseph, MO 64506
816.383.8000



October 3rd, 2017

2018 Ford Police Interceptor Utility—State Contract 14611

2: 3.7L V6: \$28,834.00

4: Cloth rear seats

5: Courtesy lamp inoperable

7: Deep Tint Glass: \$375.00

8: Driver side spotlight

10: dome Light

11: Deduct under hood light -\$10.00-

12 drop ship \$100.00

14: LED's rear plate

15: Deduct Siren speaker on push bar -\$125.00-

16: Deduct Setina Push Bumper -\$350

17: Deduct Aux Battery -\$450

Add Blind Spot/cross traffic alert rear back-up camera: \$545.00

SUB TOTAL: \$28,919

Sub Total with an Auxilliary Battery: \$29,369

Bobby Colclasure

Commercial & Fleet Director

2500 Wildcat Dr., Lincoln, NE 68521

Cell-402-617-4521

bobbyc@andersonautogroup.com

Because People Matter...

We will serve your needs by always doing what is right.



LINCOLN



LINCOLN NORTH

2500 Wildcat Drive
Lincoln, NE 68521
402.458.9800

LINCOLN SOUTH

3201 Yankee Hill Road
Lincoln, NE 68512
402.464.0661
(Opening Fall 2011)

GRAND ISLAND

120 Diers Avenue
Grand Island, NE 68803
308.384.1700

ST. JOSEPH

2207 North Belt Highway
St. Joseph, MO 64506
816.383.8000

RESOLUTION 2017-298

WHEREAS, the City has budgeted \$118,000 for the purchase of four (4) Police Department fleet vehicles; and

WHEREAS, the State of Nebraska has released the State contracts for vehicle purchases which include the vehicles the Police Department wants to purchase, State Contract #14611 OC; and

WHEREAS, the Police Department wishes to purchase two (2) 2018 Ford Police Interceptor Utility vehicles for \$29,369 each (with auxiliary batteries) and two (2) 2018 Ford Police Interceptor Utility vehicles for \$28,919 each (without auxiliary batteries), all under State contract #14611 OC, for a total cost of \$116,576.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the purchase of two (2) 2018 Ford Police Interceptor Utility vehicles for \$29,369 each (with auxiliary batteries) and two (2) 2018 Ford Police Interceptor Utility vehicles for \$28,919 each (without auxiliary batteries), all under State contract from Anderson Auto Group, Lincoln, Nebraska for a total cost of \$116,576.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2017	☐ City Attorney



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item G-14

#2017-299 - Approving Land Lease Agreement with USA Outdoors II, LLC for Roadside Advertising Sign

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Attorney

Meeting: October 24, 2017

Subject: Lease Agreement for Billboard with USA Outdoors II, LLC

Presenter(s): Jerry Janulewicz, City Attorney

Background

The Utilities Department owns property at 2410-2412 S. Webb Road which was purchased in the 1960's to allow the construction of power lines to serve the original Case New Holland facility. Included with this property were to advertising billboards which have had land leases with the Utilities Department to allow for the use of the property.

One of the signs was owned by Tri-City Sign Company, which, in 2014, entered into a five-year lease agreement with the City. Tri-City sold this sign and assigned its lease to USA Outdoors II, LLC. However, the documentation for this transaction failed to correctly identify the purchaser by its correct name as shown by the records of the Nebraska Secretary of State. USA Outdoors II, LLC provided documentation to the City legal department to confirm it is the true and correct owner of the sign and assignee of the lease agreement between the City and Tri-City Signs.

In order to eliminate any confusion over the identity of the City's lessee, USA Outdoors II, LLC is requesting that the City approve a new lease with it for their sign.

Discussion

City's legal department prepared a new lease agreement for approval by the Lessee and consideration and approval by Council. The new lease, if approved by council, contains the same lease termination date and rental rate as the original lease. Additionally, it clarifies the lease is a non-exclusive lease as the other sign on this property is owned by another company.

Alternatives

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

1. Move to approve
2. Move to deny

Recommendation

City Administration recommends that the approve the lease agreement between the City of Grand Island and USA Outdoors II, LLC.

Sample Motion

Move to approve the lease agreement between the City of Grand Island and USA Outdoors II, LLC.

Land Lease

This Land Lease made and executed this 25th day of November, 2014, by and between the City of Grand Island, hereinafter referred to as "Lessor," and Tri-City Sign Company, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, Lessee is the owner of a roadside advertising sign at 2410 S. Webb Road, Grand Island, Nebraska; and

WHEREAS, Lessee is desirous of leasing the right to maintain such sign upon the real estate owned by the Lessor for the term and upon the conditions hereinafter set forth; and

WHEREAS, Lessor is willing to lease unto the Lessee the right to maintain a roadside advertising sign upon the terms hereinafter set forth it is agreed:

1. Description of Real Estate. For the term hereinafter specified and upon performance of all conditions hereinafter set forth, Lessor hereby leases unto the Lessee the right to maintain, repair and replace one roadside advertising sign upon the real estate described as:

The southerly boundary of the southerly 40 feet of that portion of the NE ¼ of the NE ¼, of Section 25-11-10 which lies east of the right-of-way of U.S. Highway 281 and west of the right-of-way of Webb Road, Hall County, Nebraska.

Said sign shall not be increased in height or width without consent of the owner of the property.

2. Term. The term of this lease shall commence December 1, 2014, and shall end on November 30, 2019.
3. Rent. As rent for the right to maintain a roadside advertising sign upon the Lessor's real estate as above described, Lessee shall pay to the Lessor the sum of One Thousand Two Hundred Dollars and no cents (\$1,200.00) per year, receipt of the first such payment being hereby acknowledged by the Lessor, and the balance of such lease payments being due and payable in advance of the 1st day of December each year during the term of this lease. The Lessee shall also maintain a current electric service account for the electric meter located at this address.
4. Assignability. This Land Lease may be freely assigned by the Lessee to such parties as it may determine from time to time so long as all rent to the date of such assignment shall have been paid and all other provisions herein set forth to be performed by the Lessee shall be fully performed.

1 | Page

5. Preservation of Real Estate. Lessee shall during the term of this Land Lease, take reasonable care to enter upon the real estate in such a manner for the purpose of maintaining, repairing or replacing the roadside advertising sign that Lessor's real estate, crops and improvements located thereon are not damaged, and in the event it shall become necessary to enter upon the real estate in such a fashion as to cause damage to such real estate, crops or improvements, Lessee shall be obligated to place such real estate in the condition as it was in prior to such entry.
6. Privity of Estate and Contract. Any subsequent assignee of the rights afforded to the Lessee under this Land Lease shall be deemed as though such Assignee shall have personally executed this Land Lease with the Lessor and upon notice of such Assignment being given in writing to the Lessor, the Assignor shall be deemed to have been released from any further obligations and rights in respect to this Land Lease.
7. Compliance with Law. Lessee shall comply with all requirements of federal, state, and local law in connection with the placement and maintenance of the roadside advertising sign to be placed upon the real estate hereby leased.
8. Default. In the event of any default of the Lessee in the performance of the requirements of this Lease or in the payment of the rent herein provided, the Lessor may cause the roadside advertising sign herein to be placed upon the real estate to be immediately removed at the cost and expense of the Lessee.
9. Binding Effect. This Land Lease shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors, legal representatives and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Land Lease on the date first noted above and in the event any party hereto shall be a duly formed corporation or partnership, the execution hereof by its officer or representative has been duly authorized.

Attest:

Rae Edwards
City Clerk

THE CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By Chuck Haase (Lessor)
Chuck Haase, Council President

TRI-CITY SIGN COMPANY

By Sam M. H. (Lessee)
It's Done

2 | Page

BILL OF SALE

On this 23 day of December, 2014, TIM MARCHESE, on behalf of TSM Leasing, a Nebraska Company, ("SELLER") does hereby sell to USA Outdoor III, LLC ("BUYER") the following described personal property:

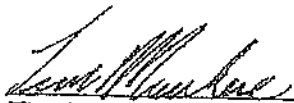
One (1) 14'x40' single-face billboard, including but not limited to the structure, panels, lighting and advertising vinyl currently posted on said billboard, located on the southerly boundary of the southerly 40 feet of that portion of the NE1/4 of the NE1/4, of Section 25-11-10 which lies east of the right-of-way of U.S. Highway 281 and west of the right-of-way of Webb Road, Hall County, Nebraska.

for the sum of Twelve Thousand Seven Hundred Fifty (\$12,750.00).

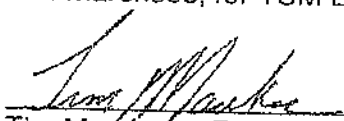
SELLERS release all right, title and interest in said personal property to BUYER as of this date. SELLER represents that it has marketable title to the asset being sold and that all items are free and clear of all liens and encumbrances.

SELLER further represents that the written land lease dated November 25, 2014, by and between THE CITY OF GRAND ISLAND and TRI CITY SIGN COMPANY passes directly onto BUYER to have said billboard on property described above. Tim Marchese, President of Tri City Sign Company hereby gives authority for the Land Lease transfer.

SELLER agrees to provide a current City and Department of Roads permit so BUYER can notify both entities. SELLER further agrees to remove trees and provide a longer read-time of visibility within (30) days of the execution of this document.



Tim Marchese, for TSM Leasing



Tim Marchese, President of Tri City Sign Company, Inc.

This sign was personal
Purchase by R. Hiltbrand and
should be in Outdoor III!
7-28-15

Return to:
Rick L. Ediger
SIMMONS OLSEN LAW FIRM, P.C.
1502 Second Avenue
Scottsbluff, NE 69361

BILL OF SALE AND ASSIGNMENT

On December 23, 2014, Tim Marchese, on behalf of TSM Leasing, a Nebraska Company (the "Seller"), sold to USA Outdoor II, LLC (the "Buyer") the following described personal property (the "Billboard"):


One 14'x40' single-face billboard, including but not limited to the structure, panels, lighting and advertising vinyl currently posted on said billboard located on the southerly boundary of the southerly 40 feet of that portion of the NE¼ of the NE¼, of Section 25-11-10 which lies east of the right-of-way of U.S. Highway 281 and west of the right-of-way of Webb Road, Hall County, Nebraska.

However, a Bill of Sale was given to USA Outdoor III, LLC, in error. USA Outdoor III, LLC transfers all right, title and interest in the Billboard to the Buyer. All the consideration for the Billboard was furnished by Russell G. Hilliard, individually ("Hilliard"), as the sole Member of the Buyer. At the time of the purchase, Hilliard directed that the Billboard be transferred to the Buyer. The purpose of this Bill of Sale is to correct the mistake made in the original Bill of Sale so it is clear that title belongs in the Buyer.

This Bill of Sale also constitutes an assignment of the Lease where the Billboard is located, which is a land lease dated November 25, 2014, with the City of Grand Island, Nebraska. USA Outdoor III, LLC assigns all of its right, title and interest in the Lease to the Buyer.


Dated: September 21, 2017

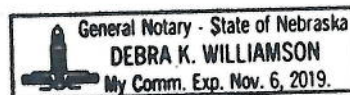
USA Outdoor III, LLC

By: 
Russell G. Hilliard, Member

State of Nebraska, Scotts Bluff County: ss.

This Bill of Sale and Assignment was acknowledged before me on September 21, 2017, by Russell G. Hilliard, as Member of USA Outdoor III, LLC.


Notary Public



AFFIDAVIT

Rick L. Ediger, being first sworn, states as follows:

1. I am the attorney for USA Outdoors II, LLC, and USA Outdoors III, LLC. (the "Companies"), and as their attorney was involved in the formation of the Companies in Nebraska.
2. I am aware that the names USA Outdoor II, LLC and USA Outdoor III, LLC (the "Alternate Names") have been used by the Companies from time to time in connection with agreements entered into by the Companies.
3. To the best of my knowledge, and in particular with respect to transactions in Nebraska: (i) the names USA Outdoors II, LLC and USA Outdoor II, LLC refer to one and the same company, and (ii) the names USA Outdoors III, LLC and USA Outdoor III, LLC refer to one and the same company.



Rick L. Ediger

Subscribed and sworn to before me on October 10, 2017.


Notary Public

LAND LEASE

This Land Lease by and between the City of Grand Island, Nebraska, a municipal corporation (hereinafter "City") and USA Outdoors II LLC, a Nebraska limited liability company (hereinafter "Lessee"), this ____ day of October 2017.

Whereas, the City of Grand Island and Tri-City Sign Company (hereinafter "Tri-City") entered into a Land Lease agreement (hereinafter the "Lease") wherein City leased to Tri-City the right to maintain, repair and replace one roadside advertising sign upon the real estate owned by City; and

Whereas, Tri-City and TSM Leasing erected and maintained a roadside advertising sign upon the leased land; and

Whereas, subsequent to approval and execution of the Lease, Tri-City and TSM Leasing conveyed and assigned to USA Outdoor III, LLC their interests in and to the roadside advertising sign and the Lease; and

Whereas, USA Outdoor III, LLC conveyed to and assigned to Lessee its interest in and to the roadside sign and the Lease; and

WHEREAS, Lessee desires to enter into a replacement lease with City having lease terms substantially the same as the Lease between City and Tri-City;

WITNESSETH:

In consideration of the mutual promises and covenants contained herein, City and Lessee hereby agree as follows:

1. **Leased Property and Purpose.** For the term hereinafter specified and upon performance of all conditions hereinafter set forth, City hereby leases unto the Lessee a non-exclusive right to maintain, repair and replace one (1) roadside advertising sign upon the following described real estate:

The southerly boundary of the southerly 40 feet of that portion of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section Twenty-Five (25), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., which lies east of the right-of way of U.S. Highway 281 and east of the right of way of Webb Road, Hall County, Nebraska.

2. **Sign Alteration.** The dimensions of the sign as of the date hereof shall not be altered by increased height or width without prior consent of the City.
3. **Lease Term.** The term of this lease shall commence upon the date this Lease Agreement is approved by the City Council of the City and shall end on November 30, 2019.
4. **Termination of Prior Lease.** Upon approval and execution of this Land Lease by the City and Lessee, the Land Lease agreement dated November 25, 2014 by and between the City and Tri-City shall be terminated without further action required.
5. **Rent.** As rent for the right to maintain a roadside advertising sign upon the City's real estate above-described, Lessee shall pay to the Lessor the sum of One Thousand Two Hundred Dollars and No cents (\$1,200.00) per year payable for the annual terms beginning December 1, 2017 and ending November 30, 2018 and beginning December 1, 2018 and ending November 30,

2019. The City acknowledges receipt of rent for the term ending November 30, 2017 in the amount of One Thousand Two Hundred Dollars and No cents (\$1,200.00).

6. Electric Service. For electric service for the sign, Lessee shall be solely responsible for all metered electric service and shall maintain timely payment for said service when due.
7. Assignment. Upon prior notice to City, this Land Lease may be freely assigned by the Lessee to such parties as it may determine from time to time so long as all rent to the date of such assignment shall have been paid and all other provisions set forth herein to be performed by the Lessee shall be fully performed. Prior to any such assignment, Lessee shall provide to City the name and address of any such assignee.
8. Preservation of Real Estate. Lessee shall during the term of this Land Lease take reasonable care to enter upon the real estate in such a manner for the propose of maintaining, repairing or replacing the roadside advertising sign that City's real estate, crops and improvements located thereon are not damaged, and in the event is shall become necessary to enter upon the real estate in such a fashion as to cause damage to such real estate, crops or improvements, Lessee shall be obligated to place such real estate in the condition as it was in prior to such entry.
9. Privity of Estate and Contract. Any subsequent assignee of the rights afforded to the Lessee under this Land Lease shall be deemed as though such Assignee shall have personally executed this Land Lease with the Lessor and upon notice of such Assignment being given in writing to the Lessor, the Assignor shall be deemed to have been released from any further obligations and rights in respect to this Land Lease.
10. Compliance with Law. Lessee shall comply with all requirement of federal, state, and local law in connection with the placement and maintenance of the roadside advertising sign placed upon the real estate hereby leased.
11. Default. In the event of any default of the Lessee in the performance of the requirements of this Lease or in the payment of the rent herein provided, the Lessor may cause this roadside advertising sign placed upon the real estate to be immediately removed at the cost and expense of the Lessee.
12. Binding Effect. This Land Lease shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors, legal representatives and assigns.

IN WITNESS WHEREOF, the undersigned have executed this Land Lease on the dates set forth below.

The City of Grand Island, Nebraska
A Municipal corporation

Date _____, 2017.

By: _____

Jeremy L. Jensen, Mayor

[attest]

RaNae Edwards, City Clerk

USA Outdoors II, LLC
A Nebraska Limited Liability Company

Date Oct 11, 2017.

By: 
Russell G. Hilliard, Member

RESOLUTION 2017-299

WHEREAS, the City of Grand Island and Tri-City Sign Companies were parties to a five year land lease agreement for placement of an advertising billboard approved by the City Council on November 25, 2014; and

WHEREAS, Tri-City Sign Company sold its sign and assigned the land lease agreement to USA Outdoors II, LLC; and

WHEREAS, USA Outdoors II, LLC is requesting approval of a new lease agreement having substantially the same terms as the land lease agreement between the City and Tri-City Sign Company.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the land lease agreement between the City of Grand Island and USA Outdoors II, LLC, should be and hereby is approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2017	☐ City Attorney



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item G-15

#2017-300 - Approving Certificate of Final Completion for the 2017 Asphalt Resurfacing Project No. 2017-AC-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 24, 2017

Subject: Approving Certificate of Final Completion for the 2017 Asphalt Resurfacing Project No. 2017-AC-1

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

Background

Vontz Paving, Inc. of Hastings, Nebraska was awarded a \$874,083.59 contract by the City Council on February 28, 2017, via Resolution No. 2017-52, for the 2017 Annual Asphalt Resurfacing project, with an original estimate of \$1,173,000. This year's work involved asphalt resurfacing on:

Section #1A. Capital Avenue; Locust Street to Sky Park Road

Section #1B. North Road; Husker Highway to Stolley Park Road

Section #1C. Wildwood Drive; US Highway 281 to Locust Street

Section #1D. Shady Bend Road; Burlington Northern Santa Fe Rail line to Gregory Avenue

On June 27, 2017, via Resolution No. 2017-185, City Council approved Change Order No. 1 in the amount of \$133,225.00, resulting in a revised contract agreement of \$1,007,308.59. This was primarily to cover additional binder oil for the mix, but also for lowering manholes in the Capital Avenue and North Road sections of work.

Discussion

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Construction was completed at a total cost of \$965,750.49, resulting in an underrun of \$41,558.10. The project underrun was due to the contractor's efficient operation resulting in a reduction in traffic control. Also, the amount of performance grade binder used on the project was under the estimated quantity added in Change Order No. 1.

Additional project costs (detailed below) totaled \$10,069.43 for a final project cost of \$975,819.92.

Additional Project Costs-

Grand Island Independent – Advertising	\$122.98
GSI Engineering – Quality Assurance	\$2,335.50
Olsson Associates – Resurfacing Cores	\$2,290.00
Straight Line Striping – Restriping Roadways	\$2,690.95
Midwest Striping, Inc. – Railroad Crossing Kits	\$2,630.00
Additional Project Costs	\$10,069.43

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 Asphalt Resurfacing Project No. 2017-AC-1.

Sample Motion

Move to approve the Certificate of Final Completion for Asphalt Resurfacing Project No. 2017-AC-1.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Asphalt Resurfacing Project No. 2017-AC-1
CITY OF GRAND ISLAND, NEBRASKA
October 24, 2017

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

This is to certify that Asphalt Resurfacing Project No. 2017-AC-1 has been fully completed by Vontz Paving, Inc. of Hastings, Nebraska under the contract dated February 28, 2017. 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.

Asphalt Resurfacing Project No. 2017-AC-1

Item Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
Bid Section #1A - Capital Avenue; Locust Street to Sky Park Road					
1	Mobilization / Demobilization	1.00	LS	\$13,950.00	\$13,950.00
2	Cold Milling, Class 1	27,844.50	SY	\$0.60	\$16,706.70
3	Asphaltic Concrete, Type SPR (2")	3,301.54	TON	\$32.65	\$107,795.28
4	Asphaltic Concrete for Patching, Type SPR	97.79	TON	\$130.00	\$12,712.70
5	Performance Graded Binder 58V-34	165.33	TON	\$475.00	\$78,531.75
6	Tack Coat	3,620.00	GAL	\$2.15	\$7,783.00
7	Temporary Sign Day	217.00	DAY	\$5.00	\$1,085.00
8	Barricade, Type II	13.00	BDAY	\$0.50	\$6.50
9	Barricade, Type III	28.00	BDAY	\$5.00	\$140.00
10	Flagging	20.00	DAY	\$375.00	\$7,500.00
11	Earth Shoulder Construction	146.00	STA	\$39.50	\$5,767.00
12	Seeding	1.68	AC	\$2,475.00	\$4,158.00
Total Bid Section #1A =					\$256,135.93

Alternative Bid Section #1A - Beveled Edge

13	Asphaltic Concrete, Type SPR	300.29	TON	\$61.78	\$18,551.92
14	Performance Graded Binder 58V-34	15.04	TON	\$475.00	\$7,144.00
Total Alternative Bid Section #1A =					\$25,695.92

Bid Section #1B - North Road; Husker Highway to Stolley Park Road

1	Mobilization / Demobilization	1.00	LS	\$9,700.00	\$9,700.00
2	Cold Milling, Class 1	15,203.90	SY	\$0.60	\$9,122.34
3	Asphaltic Concrete, Type SPR (2")	1,856.87	TON	\$38.00	\$70,561.06
4	Asphaltic Concrete for Patching, Type SPR	5.32	TON	\$130.00	\$691.60
5	Performance Graded Binder 58V-34	90.48	TON	\$475.00	\$42,978.00
6	Tack Coat	2,100.00	GAL	\$2.15	\$4,515.00
7	Temporary Sign Day	147.00	DAY	\$5.00	\$735.00
8	Barricade, Type II	11.00	BDAY	\$0.50	\$5.50

9	Barricade, Type III	20.00	BDAY	\$5.00	\$100.00
10	Flagging	17.50	DAY	\$375.00	\$6,562.50
11	Earth Shoulder Construction	92.80	STA	\$39.50	\$3,665.60
12	Seeding	1.06	AC	\$2,475.00	\$2,623.50
Total Alternative Bid Section #1B =					\$151,260.10

Alternative Bid Section #1B - Beveled Edge

13	Asphaltic Concrete, Type SPR	223.71	TON	\$60.60	\$13,556.83
14	Performance Graded Binder 58V-34	10.90	475	\$475.00	\$5,177.50
Total Alternative Bid Section #1B =					\$18,734.33

Bid Section #1C - Wildwood Drive; US Highway 281 to Locust Street

1	Mobilization / Demobilization	1.00	LS	\$9,700.00	\$9,700.00
2	Asphaltic Concrete, Type SPR (1 1/2")	2,400.96	TON	\$34.50	\$82,833.12
3	Asphaltic Concrete, Scratch Course (1/2")	956.35	TON	\$32.50	\$31,081.38
4	Asphaltic Concrete for Patching, Type SPR	0.00	TON	\$130.00	\$0.00
5	Performance Graded Binder 58V-34	122.34	TON	\$475.00	\$58,111.50
6	Tack Coat	5,500.00	GAL	\$2.15	\$11,825.00
7	Temporary Sign Day	86.00	DAY	\$5.00	\$430.00
8	Barricade, Type II	10.00	BDAY	\$0.50	\$5.00
9	Barricade, Type III	12.00	BDAY	\$5.00	\$60.00
10	Flagging	10.00	DAY	\$375.00	\$3,750.00
11	Earth Shoulder Construction	210.00	STA	\$39.50	\$8,295.00
12	Seeding	2.41	AC	\$2,475.00	\$5,964.75
Total Bid Section #1C =					\$212,055.75

Alternative Bid Section #1C- Beveled Edge

13	Asphaltic Concrete, Type SPR	458.34	TON	\$55.78	\$25,566.21
14	Performance Graded Binder	23.35	TON	\$475.00	\$11,091.25
Total Bid Section #6B =					\$36,657.46

Bid Section #1D- Shady Bend Road; BNSF Rail Line to Gregory Avenue

1	Mobilization / Demobilization	1.00	LS	\$9,700.00	\$9,700.00
2	Cold Milling, Class 3 (3")	17,030.30	SY	\$1.50	\$25,545.45
3	Asphaltic Concrete, Type SPR (3")	2,751.68	TON	\$33.50	\$92,181.28
4	Asphaltic Concrete for Patching, Type SPR	3.45	TON	\$130.00	\$448.50
5	Performance Graded Binder 58V-34	138.05	TON	\$475.00	\$65,573.75
6	Tack Coat	3,472.00	GAL	\$2.15	\$7,464.80
7	Temporary Sign Day	111.00	DAY	\$5.00	\$555.00
8	Barricade, Type II	30.00	BDAY	\$0.50	\$15.00
9	Barricade, Type III	14.00	BDAY	\$5.00	\$70.00
10	Flaggingin	16.50	DAY	\$375.00	\$6,187.50
11	Earth Shoulder Construction	112.00	STA	\$39.50	\$4,424.00
12	Seeding	1.29	AC	\$2,475.00	\$3,192.75
13	Railroad Coordination	1.00	LS	\$5,000.00	\$5,000.00

14	Railroad Flagging	2.00	DAY	\$1,000.00	\$2,000.00
Total Bid Section #1D =					\$222,358.03

Alternative Bid Section #1D- Beveled Edge

15	Asphaltic Concrete, Type SPR	278.88	TON	\$52.38	\$14,607.73
16	Performance Graded Binder 58V-34	13.99	TON	\$475.00	\$6,645.25
Total Bid Section #6B =					\$21,252.98

Change Order No. 1

CO1-1	Additional PG Binder	0.00	TON	\$475.00	\$0.00
CO1-2	Lower Manhole	36.00	Ea	\$600.00	\$21,600.00
Total Bid Section Change Order No. 1=					\$21,600.00
Construction Grand Total =					\$965,750.49

Additional Project Costs-

Grand Island Independent – Advertising	\$ 122.98
GSI Engineering – Quality Assurance	\$ 2,335.50
Olsson Associates – Resurfacing Cores	\$ 2,290.00
Straight Line Striping – Restriping Roadways	\$ 2,690.95
Midwest Striping, Inc. – Railroad Crossing Kits	\$ 2,630.00
Additional Project Costs	\$10,069.43

Asphalt Resurfacing Project No. 2017-AC-1 Project Total = \$975,819.92

I hereby recommend that the Engineer's Certificate of Final Completion for Asphalt Resurfacing Project No. 2017-AC-1 be approved.

John Collins, PE - City Engineer/Public Works Director

Jeremy L. Jensen – Mayor

RESOLUTION 2017-300

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for Project No. 2017-AC-1, Asphalt Resurfacing, certifying that Vont Paving, Inc. of Hastings, Nebraska, under contract, has completed the asphalt resurfacing; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion, attached as Exhibit "A" for Project No. 2017-AC-1, Asphalt Resurfacing, in the amount of \$975,819.92, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2017	☐ City Attorney



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item G-16

#2017-301 - Approving Skid Steer Buy-Back for Streets Division

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: October 24, 2017

Subject: Approving Skid Steer Buy-Back for Streets Division

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

Background

The Streets Division currently owns compact track loaders (skid steers). One compact track loader is a front line machine for the Streets Division's concrete repair crew that is primarily used for concrete removal (sawing, hammering, and excavating). The other compact track loader is used mainly for asphalt roadway patching by clearing and loading millings from sections of roadway in preparation for new hot-mix asphalt.

In November of 2014, the City Council approved the purchase of two new skid steers (one rubber tire and one track loader) and future participation in a buyback program with Central Nebraska Bobcat of Grand Island, NE. The Buyback program gives the City an opportunity to own a new machine, at minimal cost, each year lowering the risk of down time for a key piece of equipment and reducing equipment maintenance costs.

In November of 2016, the City Council approved an upgrade to the rubber tire skid steer to a compact track loader which made two major impacts. First, the new compact track loader used by the asphalt crew has alleviated issues with tires on the new asphalt patches either popping (causes crew downtime) or marring the asphalt. Secondly, the upgrade allowed Streets to more efficiently clean and mow drainage cells without spending extra money on rented equipment.



Examples of Compact Track Loaders

Discussion

Skid Steer A – T650 T4

The purchase price of a new compact track loader is \$49,195.67 with an estimated trade-in value of \$43,281.67 for the old unit; net purchase price for the new compact track loader would be \$5,914.00. This price is based on 450 hours of use on the current compact track loader which may vary slightly at time of delivery. The breakdown calculation of cost based on the buyback program is below.

T650 T4 Bobcat Compact Track Loader	
Cost of Use	
\$11/HR @ 450 HRS	\$4,950.00
New Machine Price Increase	\$964.00
Net Purchase Price	\$5,914.00

Skid Steer B – T595 T4

The purchase price of a new compact track loader is \$45,331.58 with an estimated trade-in value of \$42,031.58 for the old unit; net purchase price for the new compact track loader would be \$3,300.00. This price is based on 300 hours of use on the current machine which may vary slightly at time of delivery. The breakdown calculation of cost based on the buyback program is below.

T595 T4 Bobcat Skid Steer Loader	
Cost of Use	
\$11/HR @ 300 HRS	\$3,300.00
New Machine Price Increase	\$0.00
Net Purchase Price	\$3,300.00

Public Works staff is recommending the participation in Bobcat's buyback program and the purchase of One (1) New Compact Track Loader for \$49,195.67 with a trade-in value of \$43,281.67 for a net purchase price of \$5,914.00 and One (1) New Compact Track Loader for \$45,331.58 with a trade-in value of \$42,031.58 for a net purchase price of \$3,300.00.

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 participation in Bobcat's buyback program and the purchase of One (1) New Compact Track Loader for \$49,195.67 with a trade-in value of \$43,281.67 for a net purchase price of \$5,914.00 and One (1) New Compact Track Loader for \$45,331.58 with a trade-in value of \$42,031.58 for a net purchase price of \$3,300.00.

Sample Motion

Move to approve the participation in Bobcat's buyback program and the purchase of One (1) New Compact Track Loader for \$49,195.67 with a trade-in value of \$43,281.67 for a net purchase price of \$5,914.00 and One (1) New Compact Track Loader for \$45,331.58 with a trade-in value of \$42,031.58 for a net purchase price of \$3,300.00.

RESOLUTION 2017-301

WHEREAS, the City of Grand Island City Council approved participation in a buyback program with Central Nebraska Bobcat of Grand Island, NE in November of 2014; and

WHEREAS, Central Nebraska Bobcat quoted a price for purchasing a new T650 T4 compact track loader for \$49,195.67 with a trade-in value of \$43,281.67 for a net purchase price of \$5,914.00; and

WHEREAS, Central Nebraska Bobcat quoted a price for purchasing a new T595 T4 compact track loader for \$45,331.58 with a trade-in value of \$42,031.58 for a net purchase price of \$3,300.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of new T650 T4 compact track loader for \$49,195.67 with a trade-in value of \$43,281.67 for a net purchase price of \$5,914.00 and the purchase of a new T595 T4 compact track loader for \$45,331.58 with a trade-in value of \$42,031.58 for a net purchase price of \$3,300.00 from Central Nebraska Bobcat of Grand Island, NE is approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 20172	☐ City Attorney



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item G-17

**#2017-302 - Approving Engineering Services Agreement for
Wastewater Treatment Plant Biological Nutrient Removal / Blower
Size Reduction Study**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 24, 2017

Subject: Approving Engineering Services Agreement for Wastewater Treatment Plant Biological Nutrient Removal / Blower Size Reduction Study

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

Background

Biological nutrient removal (BNR) removes total nitrogen (TN) and total phosphorus (TP) from wastewater through the use of microorganisms under different environmental conditions in the treatment process (Metcalf and Eddy, 2003). The Nebraska Department of Environmental Quality (NDEQ) has not finalized the timeline to implement BNR National Pollutant Discharge Elimination System (NPDES) permit limits, but it may be as soon as January 1, 2020 when our new NPDE permit will be issued; the latest anticipated date is January 1, 2025. A study of BNR will give the City sufficient time to make any necessary adjustments to the wastewater treatment process prior to new permit limits.

On July 10, 2017 the Engineering Division of the Public Works Department advertised for a Wastewater Treatment Plant Biological Nutrient Removal / Blower Size Reduction Study, with eighteen (18) potential respondents.

Discussion

Two (2) firms submitted qualifications for the Wastewater Treatment Plant Biological Nutrient Removal / Blower Size Reduction Study. HDR Engineering, Inc. of Omaha, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

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

Compensation for HDR Engineering Inc.'s services will be provided on a time and expense basis not to exceed \$206,429.00.

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 agreement with HDR Engineering, Inc. of Omaha, Nebraska, in the amount of \$206,429.00.

Sample Motion

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS
FOR
ENGINEERING SERVICES FOR THE PUBLIC WORKS DEPARTMENT
2018 CAPITAL IMPROVEMENT PROJECTS; SELECTED LOCATIONS**

RFP DUE DATE: July 25, 2017 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: July 8, 2017

NO. POTENTIAL BIDDERS: 18

SUMMARY OF PROPOSALS RECEIVED

Alfred Benesch & Company
Grand Island, NE

Schemmer Architects
Lincoln, NE

Black & Veatch
Kansas City, MO

JEO Consulting Group, Inc.
Wahoo, NE

HDR
Omaha, NE

Miller & Associates
Kearney, NE

Olsson Associates
Grand Island, NE

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

Catrina DeLosh, PW Admin. Assist.
Renae Griffiths, Finance Director
Keith Kurz, Assist. Public Works Director

P1986

AGREEMENT BETWEEN OWNER AND HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of this _____ day of October, 2017, between City of Grand Island, Nebraska (“OWNER”) a municipal corporation, with principal offices at 100 East First Street, Grand Island, Nebraska, and HDR ENGINEERING, INC., (“ENGINEER”) a Nebraska corporation, with principal offices at 8404 Indian Hills Drive, Omaha, Nebraska, 68114 for services in connection with the project known as Central Nebraska Regional Airport Sanitary Sewer Collection System Rehabilitation (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The “HDR Engineering, Inc. Terms and Conditions for Professional Services,” which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the hourly basis with a not to exceed amount of \$_____.

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. ENGINEER will add five percent (5%) to invoices received by ENGINEER from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services as described in Exhibit A.

SECTION VI. SPECIAL PROVISIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF GRAND ISLAND, NEBRASKA
"OWNER"

BY: _____

NAME: _____

TITLE: _____

ADDRESS: 100 East First Street
Grand Island, NE 68802

HDR ENGINEERING, INC.
"ENGINEER"

BY: _____

NAME: Ron Sova, P.E.

TITLE: Vice President

ADDRESS: 8404 Indian Hills Drive
Omaha, NE 68114

EXHIBIT A
SCOPE OF SERVICES



EXHIBIT A

SCOPE OF WORK

GRAND ISLAND WWTP BNR/BLOWER SIZE REDUCTION STUDY

PART 1.0 PROJECT DESCRIPTION:

The City of Grand Island's Wastewater Treatment Plant (WWTP) consists of a headworks screening and pumping facility, grit removal facility, primary clarifiers, screw pumps, aeration basins with three anoxic zones each, secondary clarifiers, and UV disinfection. Primary solids and WAS are combined, pressed using one gravity belt thickening and 4 belt filter presses, temporarily stored in a metal building and then hauled off to landfill for cover. The treated effluent is discharged into the Wood River. The facility has allocated a portion of its capacity to industries, with the majority of industrial flows and loads coming from the JBS meat processing facility located adjacent to the south side of the WWTP. The City needs a viable road map to prepare for future nutrient standards and optimize existing processes and infrastructure, all in the context of minimizing customer rate impacts.

The goals of the study are:

- Develop defensible TN and TP NPDES Permit Limits by surveying neighbor state's permits.
- Examine wastewater data currently being collected as they pertain to BNR and make recommendations as to additional testing (if any) and frequency.
- Define influent characteristics and estimate kinetic parameters for BioWin modeling to simulate various BNR configurations and scenarios.
- Investigate the feasibility of retrofitting current MLE process to BNR process.
- Recommend how to utilize existing idle infrastructure for BNR.
- JBS, a meat processor, has expressed a willingness to remove the Phosphorus generated by their operation rather than have the City of Grand Island remove it. The Conceptual approach will include a scenario for both JBS performing and not performing this removal at their facility.
- Identify options to automate the BNR system and integrate it in the current SCADA system.
- Evaluate current blowers and confirm that they are oversized for existing conditions and potentially proposed BNR conditions. Investigate potential solutions in sizing and quantity of blowers for potential operating cost reductions.
- Develop cost estimates for both process improvements and operating costs needed to comply with projected NPDES Permit Limits for proper budgeting.
- Summarize findings of the various study areas in a report for future reference



PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

Key Understandings:

1. OWNER will provide access to system components for visual inspection.
2. OWNER will provide available data including:
 - GI Collection System Master Plan (CH2M)
 - WWTP Design Reports (B&V)
 - Other Studies/Reports on Capacity/Flows/WWTP Modification Alternatives
 - CIP Planning projects information – Sewer Trunk (South Interceptor) projects
 - Current Biowin model for the WWTP
 - NPDES Permit
 - Other reports, drawings and plant data as necessary.
3. The inspection of the existing system components will be visual only and will not include detailed structural analysis, coring, or non destructive testing.
4. No topographic survey is included in the scope of services.
5. Geotechnical investigations are not included in the scope of work.
6. Permitting is not included in the scope of work.
7. Final design of any recommended improvements is not included in the scope of work.
8. Meetings will be held at City Hall or at the WWTP.
9. The scope of work does not include completion of funding applications.

PART 1 – BASIC SERVICES

The Basic Services to be provided initially include the following tasks further defined on the pages which follow.

- TASK SERIES 100 – PROJECT MANAGEMENT
- TASK SERIES 200 – KICK-OFF MEETING AND DATA COLLECTION
 - KICKOFF MEETING
 - DATA COLLECTION
- TASK SERIES 300 – FLOWS AND LOADS PROJECTIONS
 - CURRENT FLOWS AND LOADS
 - POPULATION AND GROWTH PROJECTIONS
 - FUTURE FLOWS AND LOADS
 - FLOWS AND LOADS TECH MEMO
- TASK SERIES 400 – INDUSTRIAL (JBS) STAKEHOLDER COORDINATION
 - INDUSTRIAL FLOWS AND LOADINGS MANAGEMENT AND STAKEHOLDER COMMUNICATION
- TASK SERIES 500 – EVALUATION OF EXISTING FACILITY
 - STAFF INTERVIEWS AND WALKTHROUGH
 - PHYSICAL CONDITION AND OPERATIONAL ASSESSMENT
 - BLOWERS
 - SCREW PUMPS
 - IDLE TANKS
 - SCADA/INSTRUMENTATION
 - OPTIMIZING EXISTING EQUIPMENT/FACILITIES TECHNICAL MEMORANDUM
- TASK SERIES 600 – NUTRIENT REMOVAL EVALUATION
 - MODEL CALIBRATION
 - SUPPLEMENTAL SAMPLING PLAN



- KINETIC EVALUATION
 - TARGET EFFLUENT LEVELS FOR NUTRIENTS
 - PLANT MASS BALANCE AND PROCESS MODELING
 - UNIT PROCESS EVALUATION
 - TREATMENT ALTERNATIVES IDENTIFICATION AND SCREENING
 - TREATMENT ALTERNATIVES DEVELOPMENT AND EVALUATION
 - RECOMMENDED NUTRIENT REMOVAL PLAN
- TASK SERIES 700 – RESOURCE RECOVERY POTENTIAL
 - ANAEROBIC DIGESTION
 - NUTRIENT RECOVERY AND BIOGAS UTILIZATION OPTIONS
 - RESOURCE RECOVERY TM
- TASK SERIES 800 – WORKSHOPS
 - WORKSHOP 1- BNR ALTERNATIVES SCREENING
 - WORKSHOP 2 – EXISTING EQUIPMENT/FACILITIES EVALUATION
 - WORKSHOP 3 - ALTERNATIVE ANALYSIS, COSTS AND IMPLEMENTATION PLAN
- TASK SERIES 900 – BNR IMPLEMENTATION PLAN
 - IMPLEMENTATION PLAN, TRIGGERS, AND CAPITAL NEEDS PLAN
 - DRAFT PLAN
 - REVIEW MEETING
 - FINAL PLAN



Task Series 100 - Project Management

- Objective:** Plan, organize, and monitor project team activities.
- HDR Activities:**
- Develop Project Management Plan to define scope activities, constraints, guidelines, budgets, schedule, and procedures.
 - Provide coordination with Owner and HDR project team throughout duration of project.
 - Manage and allocate project resources based on activities and schedule.
 - Monitor schedule and budget.
 - Prepare monthly status report and invoice for services provided.
 - Coordinate quality control reviews for each Project deliverable.
 - Conduct monthly notifications to the City via conference call.
 - Conduct progress meetings with the Owner as needed (2 meetings budgeted)
- HDR Deliverables:**
- Project Management Plan (for internal use).
 - Monthly status reports and invoices.

Task Series 200 – Kick-off Meeting and Data Collection

- Objective:** Effectively initiate project work.
- HDR Activities:**
- Task 210– Kickoff Meeting**
Conduct kickoff meeting to:
- Review and establish Project goals.
 - Identify Owner concerns and potential obstacles.
 - Establish Project vision.
 - Review procedures, contacts and protocols outlined in Project Management Plan.
 - Review available data.
 - Review and refine Scope of Services and overall Schedule, as required.
- Task 220 – Data Collection**
- Request and obtain relevant background information including original design drawings and specifications.
 - Request and obtain relevant background information including study and reports prepared by others
 - GI Collection System Master Plan (CH2M)
 - WWTP Design Reports (B&V)
 - Other Studies/Reports on Capacity/Flows/WWTP Modification Alternatives
 - CIP Planning projects information – Sewer Trunk projects
 - Current Biowin model for the WWTP
 - NPDES Permit
 - Other reports, drawings and plant data as necessary.
 - Obtain five years of plant operating data
 - Obtain seven years of plant flow data
 - Equipment replacement and maintenance records
 - Other, as appropriate
- HDR Deliverables:**
- Minutes from kickoff meeting.



Task Series 300 – Flow and Loads Projections

Objective: Summarize current plant flows and loads and develop the future flows and loads for the planning period.

HDR Activities:

Task 310 – Current Flows and Loads

- Utilizing 3 years of most current plant data summarize current critical flows and loads for CBOD, TSS, TKN, Phosphorous and Ammonia.
- Compare above data with the 2010 master plan by CH2M to confirm peaking factors for maximum month and peak day for CBOD, TSS, TKN, Phosphorous and Ammonia.

Task 320 – Population and Growth Projections

- City will provide or existing master plan data and other reports will be used for population and industrial growth projections for a 20-year planning period.

Task 330 – Future Flows and Loads

- Graph 3 years of monthly ADW, AWW, MWW and PHWW influent flow data in parallel with monthly precipitation data to establish the recent 3 year trends in influent flows. Existing information/reports will be heavily relied upon to develop this information.
- Develop future flows and loads for the planning period in 5-year increments.
- Use peaking factors to project maximum month and peak day loads for CBOD, TSS, TKN, Phosphorous and Ammonia.

Task 340 – Flows and Loads Tech Memo

- Summarize the outcomes of Task Series 710-730 in a Tech Memo
- Distribute to the City and obtain comments.
- Revise TM to reflect City comments.

HDR Deliverables:

- Flows and Loads TM

Task Series 400 – Industrial (JBS) Stakeholder Coordination

Objective: Analyze flows, loading and impacts from JBS facility.

HDR Activities:

Task 410 – Industrial Flows and Loadings Management and Stakeholder Communication

- Review flows and organic loadings from JBS facility.
- Meet with JBS personnel to investigate options of implementing nutrient removal at JBS facility vs. at the GI WWTP. (Two meetings budgeted)
- Identify source reduction strategies.
- Identify impacts to the WWTF loadings and treatment scenarios if source reduction strategies are implemented.

HDR Deliverables:

- Source Reduction Strategies



- Impact on WWTP if source reduction is implemented

Task Series 500 – Evaluation of Existing Facility

Objective: Through interviews and site visits, work with GI WWTP staff to perform physical condition and operational assessment of the plant.

HDR Activities:

Task 510 – Staff Interviews and Walkthrough

- Initial site visit to review how existing facility is being operated and maintained including items such as current operations responsibilities and protocols, operational modes, instrumentation, reliability issues, possible flexibility improvements, maintenance responsibilities and protocols, and maintenance issues.

Task 520 – Physical Condition and Operational Assessment

- Utilizing a team of specialists assess the following unit process (equipment), in the facility and summarize reliability issues, capacity issues, maintenance issues, condition evaluation and remaining useful life. Existing buildings and structures housing the equipment are assumed to be in adequate condition and a structural/architectural evaluation is not included in this task.
 - Blowers
 - Screw Pumps
 - Idle Infrastructure (tanks)
 - SCADA/Instrumentation

Task 530 – Optimizing Existing Equipment/Facilities Technical Memorandum

- Investigate how the existing equipment analyzed in Task 520 can be downsized or integrated efficiently in future BNR improvements. Develop and evaluate up to two alternatives for optimizing the referenced process equipment and
- Identify operational cost savings if optimization is implemented.
- Identify costs to efficiently integrate existing infrastructure for future BNR improvements.

HDR Deliverables:

- Optimizing Existing Equipment/Facilities TM

Task Series 600 – Nutrient Removal Evaluation

Objective: Identify, screen, and evaluate treatment alternatives for achieving projected nutrient reduction goals.

HDR Activities:

**Task 610 – Model Calibration
Supplemental Sampling Plan**

- Work with Grand Island to identify additional wastewater sampling needed for various streams throughout the facility including plant influent, unit process influents and effluents, solids streams, recycle streams, and plant final effluent to support mass balance and characterization of organics, nutrients, and solids for facility.
 - a. Create summary of sampling plan for sampling and testing by Grand Island staff.



- b. Compile, statistically analyze, and summarize additional sampling data.
- c. Determine influent waste ratios relative to chemical oxygen demand (COD), total Kjeldahl nitrogen (TKN), and total phosphorus.
- d. Populate and calibrate influent specifier in order to develop influent characterization based on Biowin State Variables (Influent COD module)
- Kinetic Calibration
 - a. Work with Grand Island staff to identify, and refine as needed, protocol (e.g. High F/M, Low F/M, washout, respirometric, inhibition assays, etc.) for kinetic testing to be used to further refine Biowin™ calibration.
 - b. Coordinate sampling, shipping and subsequent testing at Iowa State University.
 - c. Develop and document summary of findings for kinetic evaluation.
 - d. Incorporate kinetic coefficients into Biowin™ models with appropriate notation.

Task 620 – Target Effluent Levels for Nutrients

- Establish target levels for nutrients to evaluate capacity and nutrient removal needs. HDR will evaluate improvements needed to achieve nutrient scenarios of 10 mg/l TN and 1 mg/l TP. An order of magnitude costs will also be developed to get to a nutrient effluent scenario of 5 mg/l TN and 0.5 mg/l TP.

Task 630 – Plant Mass Balance and Process Modeling

- Review existing Plant mass balance and process Biowin Model
- Refine and Calibrate model to aid in identifying BNR alternatives.

Task 640 – Unit Process Evaluation

- Review and summarize capacities for each of the unit processes at the facility from previous reports and Biowin model.
 - Headworks
 - Primary Clarifiers
 - Aeration Basins
 - Final Clarifiers
 - Solids Handling facilities

Task 650 – Treatment Alternatives Identification and Screening

- Identify applicable treatment alternatives available for effluent nutrient limit levels. Treatment alternatives evaluated will include:
 - a. Removal of primary clarifiers from the treatment train
 - b. Operating the aeration basin in a SND mode
 - c. Mixed liquor recycle discharge location options
 - d. Retrofitting existing aeration basin with sequencing batch reactor (SBR).
 - e. Chemical phosphorous removal.
- Summarize alternatives and provide general discussion of operation, relative merits of each, advantages and disadvantages, process flow diagrams, etc. of various alternatives at Workshop 1 in Task 810.

Task 660 – Treatment Alternatives Development and Evaluation

- Combine the treatment technologies identified in Task 630 into 2-3 logical, step wise, plans of improvements to the facility. These plans



should reflect the results of the operational and condition assessment previously performed, community growth, and anticipated timing of more stringent permit limitations.

- Perform necessary process modeling, sizing, costs and site plan for each of the 2-3 plans.
- Evaluate the impacts of nutrient removal alternatives on the existing solids handling process (belt pressing solids and hauling off to dispose in landfill as cover).
- Evaluate the impacts of implementing a lime stabilization process for the Biosolids which will give the city an option to land apply the Biosolids.
- Evaluate alternatives using order of magnitude Capital and O&M costs, timing of improvements, and relative merits of various alternatives in an Alternative Evaluation TM.
- Distribute copies for Owner review and comment.
- Provide internal QA/QC review, and incorporate changes as appropriate.

Task 670 – Recommended Nutrient Removal Plan

- Using the results of Tasks 610-640, develop a Recommended Nutrient Removal Plan.
- Develop order of magnitude costs, flow schematics, and preliminary site plans.

HDR Deliverables:

- Supplemental Sampling Plan
- Alternative Evaluation TM
- Recommended Nutrient Removal Plan

Assumptions

This task assumes BNR will be implemented, while maintaining the current Biosolids handling scheme or implementing a lime stabilization process to handle the Biosolids. Anaerobic digestion of the Biosolids will not be considered when identifying the BNR alternatives or improvements. Implementing anaerobic digestion will be analyzed separately in Task Series 700.

Task Series 700 Resource Recovery Potential

Objective:

Evaluate the impacts of implementing Anaerobic Digestion of the Biosolids in the existing WWTP. This high level evaluation will be of a conceptual level if the plant staff chose to implement anaerobic digestion in the future. The task will present nutrient removal and recovery, gas utilization, and solids processing schemes to prompt discussion and create a vision of what could be possible for a future footprint at the Grand Island WWTP.

HDR Activities:

Task 710 – Anaerobic Digestion

- Review and summarize effects if implanting anaerobic digestion for the Biosolids.
- Options for sizes/types of anaerobic digesters will be presented along with possibility of using existing infrastructure to implement anaerobic digestion.
- Impacts on the BNR alternatives developed in Task 600 will be evaluated along with needs for sidestream treatment to achieve nutrient limit goals.



- Conceptual level layouts and order of magnitude costs will be developed.

Task 720 – Nutrient Recovery and Biogas Utilization Options

- Implementing anaerobic digestion opens up the possibility for the WWTP to be a resource recovery facility that can extract and capitalize on the value of the incoming wastewater. This task will present options for nutrient recovery and using biogas as a resource for energy.

Task 730 – Plant of the Future TM

- Summarize the outcomes of Tasks 610-620 in a Plant of the Future TM.
- Develop high level concept layouts and costs.
- Distribute to the City and obtain comments.
- Revise TM to reflect City comments.

HDR Deliverables:

- Plant of the Future TM

Task Series 800 – Workshops

Objective:

Workshops shall be conducted to effectively capitalize on and integrate the knowledge and expertise of the **Owner** and **HDR Project** team members, and to tailor **Project** recommendations to **Owner** operations and maintenance preferences. Three workshops will be held to effectively capitalize on and integrate the knowledge and expertise of the Owner and HDR Project team members.

HDR Activities:

Task 810 - Workshop 1 – BNR Alternative Screening

Workshop 1 is anticipated to consolidate the following

- Kickoff Meeting (Task 210)
- Data Collection Review (Task 220)
- Outline Supplemental Sampling Plan (Task 610)
- Establish planning period flows and loadings (Task 340)
- Preliminary Identification and Screening of Nutrient Removal Alternatives (Task 650)

Task 820 - Workshop 2 – Existing Equipment/Facilities Evaluation

Workshop 2 is anticipated to consolidate the following

- Results of the Physical Condition and Operational Assessment (Task 520)
- Review how the existing equipment fit into the BNR alternatives.

Task 830 - Workshop 3 – Alternative Analysis, Costs and Implementation Plan

Workshop 3 is anticipated to consolidate the following

- Review Alternatives Development and Evaluation (Task 660)
- Results of Nutrient Removal Plan Development (Task 670)
- Presentation of Implementation Plan (Task 900)

HDR Deliverables:

- Minutes from workshops



Task Series 900 – Implementation Plan

Objective: Develop draft and final Implementation Plan document.

HDR Activities: **Task 910– Implementation Plan, Triggers, and Capital Needs Plan**

- Develop a yearly implementation plan of improvements.
- Identify specific loading, hydraulic, regulatory, or useful life trigger for each step of the plan.
- Prepare a 20-year Capital Needs Plan that projects anticipated replacement/major upgrades for major treatment components and equipment. The developed CIP will reflect the timing of anticipated needs based on the evaluation of existing facility (Task Series 500), additional facilities recommended (Task Series 600). The CIP will also be reflective of balancing costs and staff time committed to projects among years.

Task 920 – Draft Plan

- Compile finalized TMs into Draft Implementation Plan.
- Prepare Executive Summary capturing the major points and recommendations of the plan.
- Distribute to the City and obtain comments.
- Revise Draft Plan to reflect City comments.

Task 930 – Review Meeting

- Meet with City Staff to go through comments and resolve any remaining issues at Workshop 3 (Task 830).

Task 940 – Final Plan

- Revise Draft Implementation Plan to reflect City comments.

HDR Deliverables:

- Draft Implementation Plan
- Executive Summary
- Final Implementation Plan
- Meeting Minutes



PART 3.0 AUTHORIZATION

Work will not proceed on a task without authorization.

PART 4.0 OWNER'S RESPONSIBILITIES:

OWNER will be responsible for the following as identified in the above Scope of Work:

- i. Coordinate Owner staff participation and actively participate in Workshops.
- ii. Provide meeting facilities to conduct Workshops.
- iii. Provide existing reports/studies conducted by other consultants as necessary.
- iv. Provide existing biowin model.
- v. Provide population projections for the planning period.
- vi. Participate in ongoing project activities to support consultant activities.
- vii. Provide timely review and comment on HDR deliverables.
- viii. Provide timely payment for services provided.
- ix. Provide relevant background information including original design drawings and specifications.
- x. Lead Customer/Stakeholder Meetings (if any)

PART 5.0 PERIODS OF SERVICE:

Notice to Proceed
Existing facilities TM
Nutrient Removal Plan
Final Implementation Plan

October 30, 2017
March 29, 2018
May 28, 2018
June 27, 2018

	Time from Start Date (Months)	Start Date	End Date	Duration (Months)	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18
TASK SERIES 100 - PROJECT MANAGEMENT	0	10/30/17	6/27/2018	8								
TASK SERIES 200 - KICK-OFF MEETING AND DATA COLLECTION	0.5	11/14/17	11/29/2017	0.5								
TASK SERIES 300 - FLOWS AND LOADINGS PROJECTIONS	0.5	11/14/17	12/14/2017	1								
TASK SERIES 400 - INDUSTRIAL (JBS) STAKEHOLDER COORDINATION	1.5	12/14/17	4/13/2018	4								
TASK SERIES 500 - EVALUATION OF EXISTING FACILITY	1.0	11/29/17	3/29/2018	4								
TASK SERIES 600 - NUTRIENT REMOVAL EVALUATION	2.0	12/29/17	5/28/2018	5								
TASK SERIES 700 - RESOURCE RECOVERY POTENTIAL	4.0	2/27/18	4/28/2018	2								
TASK SERIES 800 - WORKSHOPS	2.0	12/29/17	6/27/2018	6								
Task 810 Workshop 1 – BNR Alternative Screening												
Task 820 Workshop 2 – Existing Equipment/Facilities Evaluation												
Task 830 Plan												
TASK SERIES 900 - IMPLEMENTATION PLAN	5.0	3/29/18	6/27/2018	3								

TM Deliverable
Workshop Date

NEXT PHASES OF WORK:

Preliminary and final design for any of the projects identified in the implementation plan.

GI WWTF BNR/BLOWER SIZE REDUCTION STUDY
Fee Summary

Task Series	Labor Hours	Labor Cost					Direct Expenses	Total Fee
			Travel Expenses	Mail	Print & Photo-copy	Sub Consultant		
TASK SERIES 100 - PROJECT MANAGEMENT	100	\$16,341	\$390	\$0	\$50	\$0	\$440	\$16,781
TASK SERIES 200 -KICK-OFF MEETING AND DATA COLLECTION	50	\$8,045	\$130	\$0	\$60	\$0	\$190	\$8,235
TASK SERIES 300 - FLOWS AND LOADINGS PROJECTIONS	90	\$13,720	\$130	\$0	\$100	\$0	\$230	\$13,950
TASK SERIES 400 - INDUSTRIAL (JBS) STAKEHOLDER COORDINATION	74	\$12,899	\$390	\$0	\$300	\$0	\$690	\$13,589
TASK SERIES 500 - EVALUATION OF EXISTING FACILITY	236	\$41,418	\$390	\$0	\$300	\$0	\$690	\$42,108
TASK SERIES 600 - NUTRIENT REMOVAL EVALUATION	276	\$45,368	\$260	\$0	\$200	\$4,500	\$4,960	\$50,328
TASK SERIES 700 - RESOURCE RECOVERY POTENTIAL	160	\$24,796	\$130	\$0	\$0	\$0	\$130	\$24,926
TASK SERIES 800 - WORKSHOPS	102	\$17,108	\$390	\$0	\$300	\$0	\$690	\$17,798
TASK SERIES 900 -IMPLEMENTATION PLAN	109	\$18,354	\$260	\$0	\$100	\$0	\$360	\$18,714
Total	1,197	\$198,049	\$2,470	\$0	\$1,410	\$4,500	\$8,380	\$206,429

Project Start Date: Oct-17

Escalation Rate: 5.00%

ESTIMATED LABOR-HOURS

TASK DESCRIPTIONS	PROJ	QC	PARR	T Adv &	PROJ	Project			PROCESS		I/C	CLERICAL	TOTAL	TOTAL	
	PRINC	SR	Sr Proc	Sr Proc	MAN	ENGINEERING			Engineering		Engineer		LABOR	BASE	
						PE	JR	DRFT	SR	JR					LABOR
Proposed Personnel	Sova	Dechant	TBD	Bakke	Amit Shrivastava	Gina Rust	Kylie Wilmes	Brosch.	Eric Evans	Adam Smith	Dave Penner	Joanne Weise			
Rate Multiplier	3.180	3.180	3.180	3.180	3.180	3.180	3.180	3.180	3.180	3.180	3.180	3.180			
2017 Labor Rate	278	310	318	209	168	146	147	142	179	114	212	67			
TASK SERIES 100 - PROJECT MANAGEMENT															
Task 110	Project Management	2		4		46		40					8	100	\$15,942
TASK SERIES 100 - SUBTOTALS															
HDR HOURS	2	0	4	0	46	0	40	0	0	0	0	0	8	100	\$15,942
TOTAL HOURS	2	0	4	0	46	0	40	0	0	0	0	0	8	100	\$15,942
Time From Start Date Start Date 0 Months															
Start Date 10/30/17 End Date 6/27/2018 Escalated Cost \$16,341															
Task Duration 8 Months Percent Escalated 50															
TASK SERIES 200 -KICK-OFF MEETING AND DATA COLLECTION															
Task 210	Kick off meeting				6		12		8				26		\$4,202
Task 220	Data Collection				6		12		6				24		\$3,843
TASK SERIES 200 -SUBTOTAL															
HDR HOURS	0	0	0	0	12	0	24	0	14	0	0	0	50		\$8,045
TOTAL HOURS	0	0	0	0	12	0	24	0	14	0	0	0	50		\$8,045
Time From Start Date Start Date 0.5 Months															
Start Date 11/14/17 End Date 11/29/2017 Escalated Cost \$8,045															
Task Duration 0.5 Percent Escalated 0															
TASK SERIES 300 - FLOWS AND LOADINGS PROJECTIONS															
Task 310	Current Flows and Loads				8		6		4	4			22		\$3,397
Task 320	Population and Growth Projections				8		6		2	4			20		\$3,038
Task 330	Future Flows and Loads			1	8		6		2	4			21		\$3,247
Task 340	Flows and Loads Tech Memo		2	1	8		6		2	2		6	27		\$4,038
TASK SERIES 300 -SUBTOTAL															
HDR HOURS	0	2	0	2	32	0	24	0	10	14	0	6	90		\$13,720
TOTAL HOURS	0	2	0	2	32	0	24	0	10	14	0	6	90		\$13,720
Time From Start Date Start Date 0.5 Months															
Start Date 11/14/17 End Date 12/14/2017 Escalated Cost \$13,720															
Task Duration 1 Percent Escalated 0															
TASK SERIES 400 - INDUSTRIAL (JBS) STAKEHOLDER COORDINATION															
Task 410	Industrial Flows and Loadings Management and Stakeholder Communication	6			20		32		16				74		\$12,584
TASK SERIES 400 -SUBTOTAL															
HDR HOURS	6	0	0	0	20	0	32	0	16	0	0	0	74		\$12,584
TOTAL HOURS	6	0	0	0	20	0	32	0	16	0	0	0	74		\$12,584
Time From Start Date Start Date 1.5 Months															
Start Date 12/14/17 End Date 4/13/2018 Escalated Cost \$12,899															
Task Duration 4 Percent Escalated 50															
TASK SERIES 500 - EVALUATION OF EXISTING FACILITY															
Task 510	Staff Interviews and Walkthrough				12		24		24		8		68		\$11,533
Task 520	Physical Condition and Operational Assessment				24		24		24		12		84		\$14,392
Task 530	Optimizing Existing Equipment/Facilities Technical Memorandum	2		4	16		24		24		8	6	84		\$13,995
TASK SERIES 500 -SUBTOTAL															
HDR HOURS	2	0	0	4	52	0	72	0	72	0	28	6	236		\$39,921
TOTAL HOURS	2	0	0	4	52	0	72	0	72	0	28	6	236		\$39,921
Time From Start Date Start Date 1.0 Months															
Start Date 11/29/17 End Date 3/29/2018 Escalated Cost \$41,418															
Task Duration 4 Percent Escalated 75															
TASK SERIES 600 - NUTRIENT REMOVAL EVALUATION															
Task 610	Model Calibration				8				8	8			24		\$3,691
Task 620	Target Effluent Levels for Nutrients				8		4		2				14		\$2,287
Task 630	Plant Mass Balance and Process Modeling			1	8		8		12	8			37		\$5,792
Task 640	Unit Process Capacity Summary			1	8		12		4	4			29		\$4,487
Task 650	Treatment Alternatives Identification and Screening			1	12		8		8	8			37		\$5,745
Task 660	Treatment Alternatives Development and Evaluation			1	12		8		24	32	4		81		\$12,210
Task 670	Recommended Nutrient Removal Plan	2	4	2	12		8		8	8	4	6	54		\$8,996
TASK SERIES 600 -SUBTOTAL															
HDR HOURS	2	4	0	6	68	0	48	0	66	68	8	6	276		\$43,208
TOTAL HOURS	2	4	0	6	68	0	48	0	66	68	8	6	276		\$43,208
Time From Start Date Start Date 2.0 Months															
Start Date 12/29/17 End Date 5/28/2018 Escalated Cost \$45,368															
Task Duration 5 Percent Escalated 100															
TASK SERIES 700 - RESOURCE RECOVERY POTENTIAL															
Task 710	Anaerobic Digestion	1		1	8	12	4		12	12			50		\$7,687
Task 720	Nutrient Recovery and Biogas Utilization Options	1		1	8	12	4		12	12			50		\$7,687
Task 730	Resource Recovery TM	1		1	6	16	4		12	12		8	60		\$8,467
TASK SERIES 700 -SUBTOTAL															
HDR HOURS	3	0	0	3	22	40	12	0	36	36	0	8	160		\$23,842
TOTAL HOURS	3	0	0	3	22	40	12	0	36	36	0	8	160		\$23,842
Time From Start Date Start Date 4.0 Months															
Start Date 2/27/18 End Date 4/28/2018 Escalated Cost \$24,796															
Task Duration 2 Percent Escalated 80															
TASK SERIES 800 - WORKSHOPS															
Task 810	Workshop 1 – BNR Alternative Screening			2	12		8		8	4			34		\$5,497
Task 820	Workshop 2 – Existing Equipment/Facilities Evaluation			2	12		8		8	4			34		\$5,497
Task 830	Implementation Plan			2	12		8		8	4			34		\$5,497
TASK SERIES 800 -SUBTOTAL															
HDR HOURS	0	0	0	6	36	0	24	0	24	12	0	0	102		\$16,490
TOTAL HOURS	0	0	0	6	36	0	24	0	24	12	0	0	102		\$16,490
Time From Start Date Start Date 2.0 Months															
Start Date 12/29/17 End Date 6/27/2018 Escalated Cost \$17,108															
Task Duration 6 Percent Escalated 75															
TASK SERIES 900 -IMPLEMENTATION PLAN															
Task 910	Implementation Plan, Triggers, and Capital Needs Plan	2		2	12		24		8			8	56		\$8,475
Task 920	Draft Plan		2	1	6		8		4				21		\$3,726
Task 930	Review Meeting			1	6				4				11		\$1,932
Task 940	Final Plan	2	1		6				6			6	21		\$3,346
TASK SERIES 900 -SUBTOTAL															
HDR HOURS	4	3	0	4	30	0	32	0	22	0	0	14	109		\$17,480
TOTAL HOURS	4	3	0	4	30	0	32	0	22	0	0	14	109		\$17,480
Time From Start Date Start Date 5.0 Months															
Start Date 3/29/18 End Date 6/27/2018 Escalated Cost \$18,354															
Task Duration 3 Percent Escalated 100															
Total Hours	19	9	4	25	318	40	308	0	260	130	36	48	1197		\$198,049
	\$5,273	\$2,788	\$1,272	\$5,230	\$53,302	\$5,823	\$45,211	\$0	\$46,623	\$14,882	\$7,629	\$3,198	0		

		OTHER DIRECT COSTS					
TASK		No. Trips	Travel Expenses	Mail	Print & Photo-copy	Sub	TOTALS
TASK SERIES 100 - PROJECT MANAGEMENT							
Task 110	Project Management	3	\$ 390		\$ 50		\$ 440
TASK SERIES 100 - SUBTOTALS		3	\$ 390	\$ -	\$ 50	\$ -	\$ 440
TASK SERIES 200 - KICK-OFF MEETING AND DATA COLLECTION							
Task 210	Kick off meeting	1	\$ 130		\$ 50		\$ 180
Task 220	Data Collection				\$ 10		\$ 10
TASK SERIES 200 - SUBTOTAL		1	\$ 130	\$ -	\$ 60	\$ -	\$ 190
TASK SERIES 300 - FLOWS AND LOADINGS PROJECTIONS							
Task 310	Current Flows and Loads						
Task 320	Population and Growth Projections						
Task 330	Future Flows and Loads						
Task 340	Flows and Loads Tech Memo	1	\$ 130		\$ 100		\$ 230
TASK SERIES 300 - SUBTOTAL		1	\$ 130	\$ -	\$ 100	\$ -	\$ 230
TASK SERIES 400 - INDUSTRIAL (JBS) STAKEHOLDER COORDINATION							
Task 410	Industrial Flows and Loadings Management and Stakeholder Communication	3	\$ 390		\$ 300	\$ -	\$ 690
TASK SERIES 400 - SUBTOTAL		3	\$ 390	\$ -	\$ 300	\$ -	\$ 690
TASK SERIES 500 - EVALUATION OF EXISTING FACILITY							
Task 510	Staff Interviews and Walkthrough	1	\$ 130		\$ 100		\$ 230
Task 520	Physical Condition and Operational Assessment	1	\$ 130		\$ 100	\$ -	\$ 230
Task 530	Optimizing Existing Equipment/Facilities Technical Memorandum	1	\$ 130		\$ 100	\$ -	\$ 230
TASK SERIES 500 - SUBTOTAL		3	\$ 390	\$ -	\$ 300	\$ -	\$ 690
TASK SERIES 600 - NUTRIENT REMOVAL EVALUATION							
Task 610	Model Calibration					4500	\$ 4,500
Task 620	Target Effluent Levels for Nutrients						\$ -
Task 630	Plant Mass Balance and Process Modeling						\$ -
Task 640	Unit Process Capacity Summary						\$ -
Task 650	Treatment Alternatives Identification and Screening	1	\$ 130				\$ 130
Task 660	Treatment Alternatives Development and Evaluation				\$ 100		\$ 100
Task 670	Recommended Nutrient Removal Plan	1	\$ 130		\$ 100		\$ 230
TASK SERIES 600 - SUBTOTAL		2	260	0	200	4500	\$ 4,960
TASK SERIES 700 - RESOURCE RECOVERY POTENTIAL							
Task 710	Anaerobic Digestion						\$ -
Task 720	Nutrient Recovery and Biogas Utilization Options						\$ -
Task 730	Resource Recovery TM	1	\$ 130				\$ 130
TASK SERIES 700 - SUBTOTAL		1	130	0	0	0	130
TASK SERIES 800 - WORKSHOPS							
Task 810	Workshop 1 – BNR Alternative Screening	1	\$ 130		\$ 100		\$ 230
Task 820	Workshop 2 – Existing Equipment/Facilities Evaluation	1	\$ 130		\$ 100		\$ 230
Task 830	Workshop 3 – Alternative Analysis, Costs and Implementation Plan	1	\$ 130		\$ 100		\$ 230
TASK SERIES 800 - SUBTOTAL		3	390	0	300	0	690
TASK SERIES 900 -IMPLEMENTATION PLAN							
Task 910	Implementation Plan, Triggers, and Capital Needs Plan	1	\$ 130				\$ 130
Task 920	Draft Plan						\$ -
Task 930	Review Meeting	1	\$ 130		\$ 100		\$ 230
Task 940	Final Plan						\$ -
TASK SERIES 900 -SUBTOTAL		2	260	0	100	0	\$ 360

EXHIBIT B
TERMS AND CONDITIONS

HDR Engineering, Inc.

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability,

and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of
(9/2016)

expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable

laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER ENGINEER'S COMMERCIAL GENERAL LIABILITY INSURANCE POLICY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

RESOLUTION 2017-302

WHEREAS, on July 10, 2017 the Engineering Division of the Public Works Department advertised for Engineering Services for Wastewater Treatment Plant Biological Nutrient Removal / Blower Size Reduction Study; and

WHEREAS, on July 25, 2017 two (2) engineering firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria HDR Engineering, Inc. of Omaha, Nebraska was selected as the top engineering firm; and

WHEREAS, the City of Grand Island and HDR Engineering, Inc. of Omaha, Nebraska wish to enter into an Engineering Services Agreement to provide engineering services for such study.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and HDR Engineering, Inc. of Omaha, Nebraska for engineering services related to Wastewater Treatment Plant Biological Nutrient Removal / Blower Size Reduction Study, in the amount of \$206,429.00, is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2017	☐ City Attorney



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item G-18

#2017-303 - Approving Subrogation Reimbursement with Blue Cross Blue Shield of Nebraska

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: October 24, 2017

Subject: Consideration of Approving Subrogation Reimbursement with Blue Cross Blue Shield of Nebraska

Presenter(s): Aaron Schmid, Human Resources Director

Background

A City of Grand Island employee was involved in a personal vehicle accident. When situations like this occur, it is customary to subrogate the claim between the auto insurance carried and health insurance carrier. To date, the City of Grand Island employee benefit plan ("Plan") and Blue Cross and Blue Shield of Nebraska ("BCBSNE") have paid a combined total of \$191,821.78 in medical expenses on claims related to this accident. The specific stop loss is \$150,000; therefore, BCBSNE paid all claims above and beyond the \$150,000 stop loss limit.

Discussion

The employee's attorney refunded the Plan \$24,190.53, based on a July telephone conversation that the attorney had with a subrogation specialist at BCBSNE. At the time of the conversation, the subrogation specialist failed to recognize that a claim in the amount of \$113,214.87 had been processed by BCBSNE on July 18, 2017. Had the claim been identified, the Plan's total lien amount at the time of the conversation would have been \$141,754.89.

Pursuant to the made whole doctrine in *Blue Cross and Blue Shield of Nebraska, Inc. v. Dailey*, an insurer cannot recover under subrogation unless the insured has been made whole. 268 Neb. 733 (2004). Due to the application of *Dailey* to the Plan, the most that the Plan would have recovered, without pursuing litigation, is 50% of its lien amount at the time of settlement (i.e., \$70,877.45).

Therefore, because of the error, BCBSNE will compensate the Plan in an amount equal to \$46,687.00 (i.e., \$70,877.45 less the \$24,190.53 already recovered by the Plan) in full and final resolution of this issue.

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 BCBSNE to compensate the Plan in the amount of \$46,687.00.

Sample Motion

Move to approve BCBSNE to compensate the Plan in the amount of \$46,687.00.

RESOLUTION 2017-303

WHEREAS, the City Of Grand Island (City) has an administrative services agreement with Blue Cross and Blue Shield of Nebraska (BCBSNE) for payment of employee health care expenses and provision of stop loss insurance (the “Plan”); and

WHEREAS, BCBSNE subrogates health care claims paid on behalf of the City; and

WHEREAS, at the time of the conversation with an injured city employee’s attorney, a BCBSNE employee failed to recognize that a claim in the amount of \$113,214.87 had been processed by BCBSNE on July 18, 2017. Had the claim been identified, the Plan’s total lien amount at the time of the conversation would have been \$141,754.89; and

WHEREAS, pursuant to the made whole doctrine in *Blue Cross and Blue Shield of Nebraska, Inc. v. Dailey*, 268 Neb. 733 (2004), an insurer cannot recover under subrogation unless the insured has been made whole; and

WHEREAS, due to the application of Dailey to the Plan, the most that the Plan would have recovered, without pursuing litigation, is 50% of its lien amount at the time of settlement (i.e., \$70,877.45); and

WHEREAS, because of its error, BCBSNE offered to compensate the Plan in an amount equal to \$46,687.00 (i.e., \$70,877.45 less the \$24,190.53 already recovered by the Plan) in full and final resolution of this issue.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that BCBSNE’s offer to compensate the City Plan in the amount of \$46,687.00 is approved and the Mayor is hereby authorized to execute the agreement by and between the City of Grand Island and Blue Cross and Blue Shield of Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on October 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2017	☐ City Attorney



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item I-1

#2017-304 - Consideration of Approving Redevelopment Plan Amendment for CRA Area No. 6 located along Old Lincoln Highway between Carey and Waldo Avenues (Mendez Enterprises)

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

Staff Contact: Chad Nabity

RESOLUTION 2017-304

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

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

WHEREAS, the City has previously declared Redevelopment Area No. 6 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: site acquisition, building rehabilitation, site preparation, planning activities, public amenities, private roads, necessary utility extensions and improvements, and fees associated with the redevelopment project. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form	□ _____
October 20, 2017	□ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 6 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
 - c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

Mendez Enterprises

4. The City hereby finds and determines that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purposes of accomplishing, in accordance with the general plan for development of the City, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity; and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of a healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreation and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Mendez Enterprises



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item I-2

#2017-305 - Consideration of Approving Redevelopment Plan Amendment for CRA Area No. 20 located at 7100 W. Old Potash Highway (formerly used defense site in Hall County) (O'Neill Wood Resources)

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

Staff Contact: Chad Nabity

RESOLUTION 2017-305

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City and on property located in Hall County at a formerly used defense site which are determined to be substandard and blighted and in need of redevelopment; and

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

WHEREAS, the City has previously declared Redevelopment Area No. 20 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: site acquisition. All redevelopment activities will occur at a formerly used defense site in Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form	by _____
October 20, 2017	City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 20 in at the Cornhusker Army Ammunition Plant in Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island and Hall County and the CAAP Reuse Plan as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.

O'Neill Wood Resource 7100 Old Potash Highway

- c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.
4. The City hereby finds and determines that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purposes of accomplishing, in accordance with the general plan for development of the City, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity; and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of a healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreation and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

O'Neill Wood Resource 7100 Old Potash Highway



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item I-3

#2017-306 - Consideration of Approving Bid Award for Grand Island Veteran's Athletic Fields - Phase 2

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: October 24, 2017

Subject: Consideration of Approving Bid Award for Expansion of Veterans Athletic Field Complex

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

In May of 2016 Grand Island voters approved the extension of the Food and Beverage Occupation Tax.

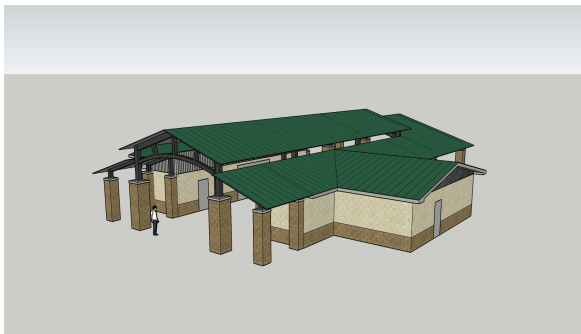
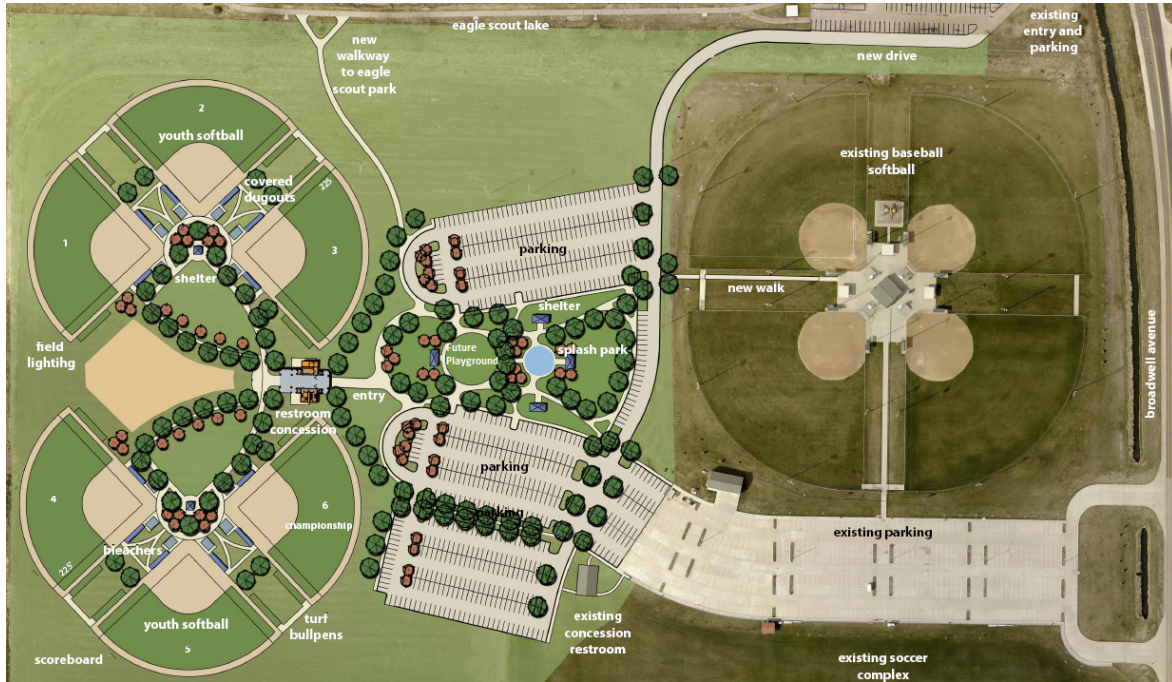
One of the major projects discussed regarding the Food and Beverage funds is the expansion of the Veterans Athletic Field Complex. Currently, the Veterans Complex consists of twelve acres of soccer and four large softball/baseball fields. The fields are used mainly by adult leagues during the summer and fall months. Area youth baseball and softball organizations rent the fields for tournaments and games on weekends and week nights as available. The soccer fields are utilized by the Heartland Soccer Club and local Grand Island high school programs.

The City Finance Department has estimated that the F & B tax will generate \$2.0 million per year. City Administration has recommended utilizing F & B revenue for Nebraska State Fair Support, Grow Grand Island, and City of Grand Island quality of life projects. In anticipation of this project the Finance Department has an approved \$5 million loan that has yet to be drawn down.

Expanding the Veterans Athletic Field Complex will alleviate scheduling conflicts with local leagues and provide facilities to keep pace with the growing demand of area competitive sports teams. With the improvements, the complex will be a desirable location for state and regional tournaments. It is estimated that the initial annual expense to operate the additional fields is approximately \$150,000 for staffing, fuel, fertilizer, electricity, weed control, equipment, etc.

Since the Food and Beverage Tax was passed, City staff has closely reviewed needs, gathered feedback from the newly formed sports commission, and completed master planning for the site. City Administration recommends building six youth multipurpose baseball/softball fields, concessions, restrooms, additional parking, connecting Eagle Scout Park from the north, and adding a splash pad.

On April 11, 2017 City Council approved a contract with Olsson Associates of Grand Island, Nebraska in the amount of \$375,000.00 for design services for the expansion project.



Discussion

Three bids were received on October 10, 2017.

Staff recommends awarding the bid to Nemaha Landscape Construction of Lincoln, Nebraska in the amount of \$5,577,348.00. This project will be paid with Food and Beverage funds.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council accept the bid from Nemaha Landscape Construction of Lincoln, Nebraska to expand the Veterans Athletic Field Complex.

Sample Motion

Move to approve the bid from Nemaha Landscape Construction to expand the Veterans Athletic Field Complex in the amount of \$5,577,348.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: October 10, 2017 at 2:00 p.m.
FOR: Grand Island Veterans Athletic Fields – Phase 2
DEPARTMENT: Parks & Recreation
ESTIMATE: \$6,050,000.00
FUND/ACCOUNT: 2110003-2000-30013
PUBLICATION DATE: September 15, 2017
NO. POTENTIAL BIDDERS: 12

SUMMARY

Bidder:	<u>Sampson Construction</u>	<u>Chief Industries, Inc.</u>
	Lincoln, NE	Grand Island, NE
Bid Security:	Liberty Mutual Ins. Co.	Fidelity & Deposit Co.
Exceptions:	None	None
Base Price:	\$6,218,000.00	\$6,129,000.00
Alternate A:	\$ 16,000.00	\$ 16,576.00
Alternate B:		
1 Field:	\$ 16,000.00	\$ 16,576.00
2 Fields:	\$ 32,000.00	\$ 33,152.00
3 Fields:	\$ 48,000.00	\$ 49,000.00
4 Fields:	\$ 63,000.00	\$ 65,000.00
5 Fields:	\$ 80,000.00	\$ 80,500.00
Alternate C:		
1 Field:	\$ 900.00	\$ 2,512.00
2 Fields:	\$ 1,800.00	\$ 5,022.00
3 Fields:	\$ 2,700.00	\$ 7,533.00
4 Fields:	\$ 3,600.00	\$ 10,044.00
5 Fields:	\$ 4,500.00	\$ 12,555.00
6 Fields:	\$ 5,400.00	\$ 15,066.00
Alternate D:	\$ 17,000.00	\$ 33,610.00
Alternate E:	\$ 67,000.00	\$ 134,442.00
Alternate F:	\$ 26,382.00	\$ 24,005.00

Alternate G:

1 Type B Shelter:	\$ 24,000.00	\$ 30,819.00
2 Type B Shelters:	\$ 48,000.00	\$ 60,013.00
3 Type B Shelters:	\$ 72,000.00	\$ 88,997.00
4 Type B Shelters:	\$ 96,000.00	\$ 117,771.00
Alternate H:	\$ 218,000.00	\$ 210,000.00

Bidder: Nemaha Sports Construction
Lincoln, NE
Bid Security: Liberty Mutual Ins. Co.
Exceptions: None

Base Price: \$5,339,400.00

Alternate A: \$ 16,400.00

Alternate B:

1 Field:	\$ 16,400.00
2 Fields:	\$ 32,800.00
3 Fields:	\$ 49,200.00
4 Fields:	\$ 65,600.00
5 Fields:	\$ 82,000.00

Alternate C:

1 Field:	\$ 800.00
2 Fields:	\$ 1,600.00
3 Fields:	\$ 2,400.00
4 Fields:	\$ 3,200.00
5 Fields:	\$ 4,000.00
6 Fields:	\$ 4,800.00

Alternate D: \$ 16,600.00

Alternate E: \$ 68,000.00

Alternate F: \$ 38,748.00

Alternate G:

1 Type B Shelter:	\$ 20,650.00
2 Type B Shelters:	\$ 41,300.00
3 Type B Shelters:	\$ 61,950.00
4 Type B Shelters:	\$ 82,600.00
Alternate H:	\$ 215,000.00

cc: Todd McCoy, Parks & Rec. Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks & Rec. Admin. Assist.
Renae Jimenez, Finance Director

P2002

RESOLUTION 2017-306

WHEREAS, the City of Grand Island invited sealed bids for the Grand Island Veteran's Athletic Fields – Phase 2, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, such project will be funded through the Food and Beverage Tax; and

WHEREAS, on October 10, 2017, three (3) bids were received, opened and reviewed; and

WHEREAS, Nemaha Landscape Construction, Inc. from Lincoln, Nebraska submitted a bid in accordance with the terms of the advertisement of bids, plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$5,577,348.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Nemaha Landscape Construction, Inc. from Lincoln, Nebraska in the amount of \$5,577,348.00 for the Grand Island Veteran's Athletic Fields – Phase 2 is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2017	☐ City Attorney



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item I-4

#2017-307 - Consideration of Approving Bid Award for Veteran's Athletic Field Complex Splash Pad

Staff Contact: Todd McCoy, Parks & Recreation Director

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: October 24, 2017

Subject: Consideration of Approving Proposal for Veterans Athletic Field Complex Splash Pad

Presenter(s): Todd McCoy, Parks and Recreation Director

Background

In May of 2016 Grand Island voters approved the extension of the Food and Beverage Occupation Tax.

Since the Food and Beverage Tax was passed, City staff has closely reviewed needs, gathered feedback from the newly formed sports commission, and completed master planning for the Veterans Athletic Complex site. City Administration recommends building six youth multipurpose baseball/softball fields, concessions, restrooms, additional parking, connecting Eagle Scout Park from the north, and adding a splash pad.

Splash pads have become popular park amenities with families in recent years because of the interactive features, the experience of water play elements without the risk of drowning, and typically low or no admission price. Municipalities like splash pads because they are relatively inexpensive to construct compared to wading pools, do not require lifeguards, and are popular with a wide range of socioeconomic groups.

The major annual expense to operate a new splash pad is an estimated \$23,088.00 per year for water charges. Additional expenses will include seasonal startup, winterization, daily facility upkeep, and minor repairs.

Expanding the Veterans Athletic Field Complex will alleviate scheduling conflicts with local leagues and provide facilities to keep pace with the growing demand of area competitive sports teams. With the improvements, the complex will be a desirable location for state and regional tournaments.

On April 11, 2017 City Council approved a contract with Olsson Associates of Grand Island, Nebraska in the amount of \$375,000.00 for design services for the expansion project.



Veteran's Sports Complex Splashpad®, Grand Island, NE
Revision 03 - Phase 01 - 28435

View 3



Veteran's Sports Complex Splashpad®, Grand Island, NE
Revision 03 - Phase 01 - 28435

View 1



Discussion

On June 7, 2017 the City requested proposals to provide a new splash pad at the Veterans Athletic Complex. One proposal was received from Outdoor Recreation Products of Elkhorn, Nebraska.

Staff recommends accepting the proposal from Outdoor Recreation Products in the amount of \$150,000.00. This project will be paid with Food and Beverage funds.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council accept the proposal from Outdoor Recreation Products of Elkhorn, Nebraska to furnish and install a new Splash Pad at the Veterans Athletic Field Complex.

Sample Motion

Move to approve the proposal from Outdoor Recreation Products to furnish and install a new Splash Pad at the Veterans Athletic Field Complex in the amount of \$150,000.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
VETERAN'S ATHLETIC FIELD COMPLEX SPLASH PAD**

RFP DUE DATE: June 27, 2017 at 4:00 p.m.

DEPARTMENT: Parks & Recreation

PUBLICATION DATE: June 7, 2017

NO. POTENTIAL BIDDERS: 3

SUMMARY OF PROPOSALS RECEIVED

Bidder: Outdoor Recreation Products
Elkhorn, NE
Bid Security: Inland Insurance Company

cc: Todd McCoy, Parks & Recreation Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks & Rec. Admin. Assist.
Renae Griffiths, Finance Director

P1981



outdoor **recreation** products

1055 North 205th St.
Elkhorn, Nebraska 68022
Phone: 402-289-0400 Fax: 402-289-0300
Toll free: 800-747-KIDS (5437)
www.outdoorrecreationproducts.com

Revised Splashpad Quote

Page 1 / 1

Quote Date: 29-Aug-17
Sales Rep: Bill Pospichal
Est. Delivery: 6-8 weeks
Terms: Net 30 days

Project: Veteran's Splashpad
Attn: Matt Rief
Phone: 308-384-8750
Fax:

Qty	Description	Unit Price	Total
1 LS	Vortex design Project 28435 - 17978 Rev-03-Phase 1		\$ 69,933.00
1 LS	Full installation of Splashpad civil work including the following Splashpad spray features 5" thick rebar-reinforced concrete slab, sawed and sealed 12" thick compacted crushed rock base Excavation and earthwork required for site preparation		51,313.00
1 LS	Plumbing work to include the following Water service and wastewater piping from City connections Water piping to spray features Furnish and install 2" water meter Furnish and install 2" BFP w/lockable/heated cover Delete "Hot Box" enclosure <\$800.00>		20,200.00
1 LS	Electrical work to include the following 120V service from closest point to Controller 120V service to hot box Grounding of spray features Delete "Hot Box" enclosure <\$600.00>		4,775.00
1 LS	Payment & performance bonds		1,935.00
Notes	Includes early shipment of embedded items to meet deadline Permits Water & sewer taps and piping to within 5' of Splashpad		
Subtotal			\$ 148,156.00
Freight			\$ 1,844.00
Sales Tax			Not Included
Total			\$ 150,000.00

To Accept this quotation, sign & date here and return: _____

THANK YOU FOR YOUR BUSINESS

RESOLUTION 2017-307

WHEREAS, the City of Grand Island is in the process of expanding the Veterans Athletic Field Complex; and

WHEREAS, such project will feature a splash pad apparatus; and

WHEREAS, such project will be funded through the Food and Beverage Tax; and

WHEREAS, the City of Grand Island issued a Request for Proposals (RFP) for a new splash pad equipment, surfacing and installation for such project; and

WHEREAS, one (1) request for proposal was received; and

WHEREAS, Outdoor Recreation Products from Elkhorn, Nebraska, submitted a proposal for such project in accordance with the Request for Proposals; and

WHEREAS, a contract amount of \$150,000.00 has been negotiated.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Outdoor Recreation Products from Elkhorn, Nebraska to provide a new splash pad equipment, surfacing and installation at the Veterans Athletic Field Complex is hereby approved at a cost of \$150,000.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2017	☐ City Attorney



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item I-5

#2017-247 - Consideration of Directing Property Owner to Install Sidewalk at 4194 Norseman Avenue (Federal Home Loan Mortgage Corp.)

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 24, 2017

Subject: Consideration of Directing Property Owner to Install Sidewalk at 4194 Norseman Avenue (Federal Home Loan Mortgage Corp.)

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

Background

Public Works received a complaint on June 8, 2017 regarding missing sidewalk on the west side of 4194 Norseman Avenue. As shown on the attached map, sidewalk is in place along Independence Avenue from Manchester Road to George Park with the exception of this missing segment.

On June 19, 2017 a letter was sent to the property owner requesting the missing sidewalk be installed no later than August 1, 2017 on the west side of 41947 Norseman Avenue. As of October 17, 2017, the requested sidewalk has not been installed.

On September 12, 2017 this issue was presented to Council, and was differed until October 24, 2017.

The City's attached Public Sidewalk Policy was approved by City Council on July 28, 1997 via Resolution No. 1997-214. The conditions requiring sidewalk under this policy are not present.

Section 5 of the attached August 18, 1992 subdivision agreement for the Jeffrey Oaks Subdivision requires installation of sidewalks when lots were built upon. This requirement predated the City's Public Sidewalk Policy by 5 years.

Section 32-58 of City Code specifies a procedure for installing sidewalks, making the owner responsible. Council can decide to order installation through an alternate method, or to delay or dismiss the installation requirement.

Discussion

To comply with requirements of the Subdivision agreement the Public Works Department is requesting a resolution giving the property owner 15 days to obtain the

sidewalk permit and 15 days from issuance to complete the installation of the sidewalk at 4194 Norseman Avenue (Lot 32, Jeffrey Oaks Subdivision, Grand Island, Hall County, Nebraska).

If the property owner fails to either obtain the sidewalk permit in the 15 day timeframe or complete installation 15 days after, the City of Grand Island will take steps to make the necessary repairs with all costs being the responsibility of the property owner.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue
5. Direct City funds to this project

Recommendation

Public Works recommends Council approve a resolution directing the property owner to obtain a permit and install the missing sidewalk located at 4194 Norseman Avenue (Lot 32, Jeffrey Oaks Subdivision, City of Grand Island, Hall County, Nebraska).

Sample Motion

Move to approve a resolution directing the property owner to obtain a sidewalk permit and install the missing sidewalk.

92- 107495

STATE OF NEBRASKA
COUNTY OF HALL

92 AUG 27 PM 1 27

REC. OF DEEDS

• THIS SPACE RESERVED FOR REGISTER OF DEEDS •

SUBDIVISION AGREEMENT

JEFFREY OAKS SUBDIVISION

In the City of Grand Island, Nebraska

(Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12,
13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25,
26, 27, 28, 29, 30, 31, 32)

The undersigned, JEFFREY OAKS, INC., a Nebraska corporation, herein called the Subdivider, as owner of a tract of land comprising part of the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Eleven (11), Township Eleven (11) North, Range Ten (10), West of the 6th P.M., City of Grand Island, Hall County, Nebraska, and more particularly described as follows:

Beginning at the Southeast corner of said Northeast Quarter (NE $\frac{1}{4}$); thence northerly along the East line of said Northeast Quarter (NE $\frac{1}{4}$) on an assumed bearing of N 00° 14' 22" a distance of three hundred thirty-one and seventy-eight hundredths (331.78) feet to the Northeast corner of Sussex Place Subdivision; thence N 88° 42' 56" W along the northerly line of said Sussex Place Subdivision a distance of two thousand one hundred twenty-seven and six hundredths

(2,127.06) feet to the actual place of beginning, also being a point on the northerly right-of-way line of Manchester Road; thence continuing N 88° 42' 56" W along said right-of-way line a distance of one hundred fifty-four and four-hundredths (154.04) feet to a point of curvature; thence northwesterly along said right-of-way line and on the arc of a curve whose radius is one hundred seventy-five (175.0) feet (the long chord of which bears N 71° 48' 58" W) a long chord distance of one hundred three and eleven hundredths (103.11) feet to a point of reverse curve; thence northwesterly along said right-of-way line and on the arc of a curve whose radius is one hundred seventy-five (175.0) feet (the long chord of which bears N 71° 48' 58" W) a long chord distance of one hundred three and eleven hundredths (103.11) feet; thence N 88° 42' 56" W along said right-of-way line a distance of seventy (70.0) feet to the easterly right-of-way line of Independence Avenue; thence N 00° 00' 00" W along said easterly right-of-way line of Independence Avenue a distance of eight hundred ten and seven hundredths (810.07) feet; thence S 88° 53' 46" E a distance of four hundred sixty-one and five-tenths (461.5) feet; thence S 00° 00' 00" E a distance of four hundred seventy-two and five-tenths (472.5) feet; thence N 88° 53' 46" W a distance of forty-one and five-tenths (41.5) feet; thence S 00° 00' 00" E a distance of three hundred ninety-eight and eighty-two hundredths (398.82) feet to the actual place of beginning, and containing 8.612 acres, more or less;

desires to have subdivided as a subdivision the above-described tract of land which is located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as JEFFREY OAKS SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with lots designated by numbers, easements by dimensions, and streets by names, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning Commission and the City Council to be acknowledged by each owner, certified as to accuracy of survey by a registered land

surveyor, and to contain a dedication of the easements to the use and benefits of public utilities, and of the streets to the use and benefit of the public forever. In consideration of the acceptance of the plat of said JEFFREY OAKS SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following:

1. **Paving.** The Subdivider agrees to pave Norseman Avenue, Hartford Street, and Topeka Circle within the Subdivision in accordance with plans and specifications approved by the City's Director of Public Works, and subject to the City's inspection. The Subdivider waives the right to object to any paving or repaving districts for Independence Avenue and Manchester Road where they abut the subdivision.

2. **Water.** Public water service is available to the Subdivision, and the Subdivider agrees to connect all lots in the Subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection; and further agrees to connect all structures requiring service in the subdivision to said water main.

3. **Sanitary Sewer.** Public sanitary sewer service is available to the Subdivision, and the Subdivider agrees to connect all lots in the Subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection; and further agrees to connect all structures requiring service in the subdivision to said sanitary sewer service.

4. **Drainage.** The Subdivider agrees to grade the lots of the subdivision in conjunction with the structures thereon so that the storm water drains to the public right-of-way or to the City storm drainage system as approved by the Director of Public Works.

5. **Sidewalks.** The Subdivider shall install, at its own expense, all public sidewalks required by the Grand Island City Code when the lots are built upon, and sidewalks shall be regulated and required with the building permit for each such lot.

6. **Engineering Data.** All engineering plans and specifications for improvements shall be furnished by the Subdivider to the Director of Public Works for approval prior to contracting for construction of any improvements.

7. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as JEFFREY OAKS SUBDIVISION, and that an abstract of title will be submitted for examination, if necessary, upon request of the City of Grand Island.

8. This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, its successors and assigns. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated August 18, 1992

JEFFREY OAKS, INC.
A Nebraska Corporation

By

James S. Reed, President

Attest

Precious Reed, Secretary

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

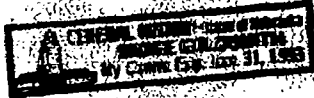
By

Ernest L. Dobesh
Ernest L. Dobesh, Mayor

Attest

Cindy K. Cartwright
Cindy K. Cartwright, City ClerkSTATE OF NEBRASKA)
) SS
COUNTY OF HALL)

Before me, a Notary public qualified for said County, personally came James S. Read, President of Jeffrey Oaks, Inc., known to me personally to be the President of Jeffrey Oaks, Inc., a Nebraska corporation, and the identical person who signed the foregoing Subdivision Agreement and acknowledged the foregoing signature to be his voluntary act and deed on behalf of the corporation for the purpose therein expressed.

WITNESS my hand and seal this 29th day of July, 1992.Nidge H. Green
Notary Public

RESOLUTION 97-214

WHEREAS, pursuant to direction of the Mayor and City Council, the City Administrator established a team of persons to study the pedestrian sidewalk system in the areas surrounding the Grand Island Mall, Conestoga Mall, Westridge and Engleman Schools; and


WHEREAS, the study team investigated current conditions and developed a recommendation concerning the need for pedestrian sidewalks and an appropriate policy for improvement of public sidewalks; and

WHEREAS, it is recommended that the Public Sidewalk Policy attached hereto as Exhibit "A" and incorporated herein by reference be adopted by the City Council in an effort to improve the quality of the City's public sidewalk system and reduce pedestrian safety concerns throughout the city.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Public Sidewalk Policy attached hereto as Exhibit "A" is hereby approved and adopted..

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 1997.


Cindy K. Cartwright, City Clerk

Approved as to Form	▼	
July 25, 1997	▲	City Attorney

Public Sidewalk Policy

1. Identify, prioritize, and schedule the installation of public sidewalks for serving City-owned property adjacent to curb and gutter streets.
2. Enforce existing subdivision agreements which require the installation of public sidewalks adjacent to curb and gutter streets.
3. Develop a plan and schedule in conjunction with school districts, to accommodate pedestrian sidewalks for school traffic and require the installation of sidewalks on school properties adjacent to curb and gutter streets.
4. Require the installation of public sidewalks on both sides of all new curb and gutter street construction projects where feasible. Require installation within one year following Council approval of the Engineer's Certificate of Final Completion of a Street Improvement District which includes curb and gutter. The requirement for sidewalk installation shall be included as part of the notice of street improvement district creation.
5. Request that the State Department of Roads install pedestrian sidewalks on both sides of all new State Highway projects.
6. Require staff to identify existing sidewalk gaps of one hundred fifty (150.0) feet or less and require installation.
7. Require the installation of public sidewalks where curb and gutter are present with building permits for any new principal structure on a vacant lot or tract adjacent to existing curb and gutter.

Exhibit A



**Missing
Sidewalk**

George Park

**Engleman
Elementary**



RESOLUTION 2017-247

WHEREAS, the City has the authority under Section 32-58 of the City Code, as well as Resolution No. 1997-214 to direct the installation of sidewalk by owners of the abutting property; and

WHEREAS, sidewalk is missing on the west side of 4194 Norseman Avenue, legally described as Lot 32, Jeffrey Oaks Subdivision, City of Grand Island, Hall County, Nebraska.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that notice be sent to the property owner to obtain a sidewalk permit within 15 days and within 15 days of such permit issuance to install the missing sidewalk abutting the property located at 4194 Norseman Avenue (Lot 32, Jeffrey Oaks Subdivision, City of Grand Island, Hall County, Nebraska). If the property owner fails to either obtain the sidewalk permit in the 15 day timeframe or complete the necessary sidewalk installation within 15 days of such permit issuance, the City will cause the work to be done and assess the cost against the property.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 24, 2017.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 20, 2017	☐ City Attorney



City of Grand Island

Tuesday, October 24, 2017

Council Session

Item J-1

Approving Payment of Claims for the Period of October 11, 2017 through October 24, 2017

The Claims for the period of October 11, 2017 through October 24, 2017 for a total amount of \$5,851,972.36. A MOTION is in order.

Staff Contact: Renae Jimenez