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# City of Grand Island



**Tuesday, December 19, 2017**  
**Council Session Packet**

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**City Council:**

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

**Mayor:**

**Jeremy L. Jensen**

**City Administrator:**

**Marlan Ferguson**

**City Clerk:**

**RaNae Edwards**

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

### **Call to Order**

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

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

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**Invocation - Pastor Todd Bowen, Grace Covenant Church, 418 West 12th Street**

**Pledge of Allegiance**

**Roll Call**

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

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

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

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



# City of Grand Island

Tuesday, December 19, 2017

Council Session

## Item E-1

**Public Hearing on Request to Rezone Part of Lot 1 and all of Lot 2 of Proposed Meadow Lane Seventh Subdivision between Highway 34 and Goldenrod Drive and West of Shady Bend Road from LLR Large Lot Residential to B-2 General Business (Niedfelt Property Management, LLC)**

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

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** December 19, 2017

**Subject:** Rezone from LLR to B2 Zone

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

## **Background**

This is an application requesting a change of zoning for land proposed for platting as Lots 1 and 2 of Meadow Lane Seventh Subdivision, in Hall County but within the zoning jurisdiction of Grand Island from LLR Large Lot Residential to B-2 General Business. This land is located on the north of U.S. Highway 34 and west of Shady Bend Road.

At the regular meeting of the Regional Planning Commission, held September 6, 2017 this item was considered following a public hearing.

A request to rezone part of Lot 1 and all of Lot 2 of proposed Meadow Lane Seventh Subdivision between Highway 34 and Goldenrod Drive and west of Shady Bend Road from LLR Large Lot Residential to B-2 General Business Zone, in the jurisdiction of the City of Grand Island, Hall County, Nebraska. (C-33-2017GI)

O'Neill opened the public hearing.

Nabity said this rezoning is different than the one the commission saw in June that rezoned all the property to B2. This new proposal retains four housing lots along the north bordering Goldenrod Drive and Conrad Drive. There would be two lots on the south for B2 General Business. Nabity said Lot 1 would have an access onto Highway 34 from the southwest corner and there would be an access easement to Lot 2. Lot 2 would also retain a legal access onto Conrad, but the county is forbidding truck traffic from that access. Nabity said there is already B2 zoned property to the east.

Linda Uhrich, 3126 Goldrod Drive, spoke against the rezoning. She had concerns about water drainage in the subdivision.

Judy Herzog, 3415 Conrad Drive, spoke against the rezoning. She said ongoing flooding is a problem. Septic tanks in the subdivision are affected. She said she wants her house saved. She submitted flooding pictures to the commission to



review.

Rainforth asked if the area is in the floodplain. Nabity said the Wood River Flood Diversion project removed it from the floodplain, but the area has high groundwater. Nabity said septic tanks there are required to be mound systems.

Ray Dooley, 3060 Roselawn, spoke against the rezoning. He questioned why Lot 2 has a Conrad access. Nabity said every lot created must front onto a road. Dooley said rural fire protects the area and they aren't that quick. He opposes additional housing. He said there's no place for rainfall to go.

Commissioners asked questions about the condition of existing ditches and culverts. Residents in the subdivision said ditches are blocked and not all driveways have culverts. Robb and Rainforth suggested that the NRD be contacted to clean out culverts. O'Neill said he lives to the northeast and drainage in the area has been a problem for years.

Elaine Dooley, 3060 Roselawn, spoke against the rezoning. She said the subdivision has had drainage problems for 40 years. It leads to standing water and mosquitoes. She said two property owners have impaired water flow by not installing culverts in their driveways. She said the groundwater is high. She said water is intended to drain to the northeast, but it does not. She doesn't want to see businesses come into the area, which she said would be spot zoning, as there are only three businesses there now. She said traffic is a problem on Highway 34 and more business will make it worse. She reminded the commission that she submitted a petition at the previous meeting with 73 opponents to any rezoning that allows business in what is now a residential area.

Mary Jo Cook, 3311 Roselawn Drive, spoke against the rezoning. She is concerned about the additional houses with a lack of drainage already. Homeowners have already had to sandbag their homes. She said more water has come into the subdivision since the Wal-Mart was built in the area. Mosquitoes are a problem and the Health Department comes out regularly to do treatment.

Christi DePoorter, 3321 Conrad Drive, said she and her family own the area to be rezoned. She also built a house in the subdivision. She said at the last meeting, there were two potential buyers for commercial use, but both have backed out after the negative reaction from the neighbors. Her family has tried to respond to the concerns by making residential lots on the north to keep the character of the neighborhood, yet still have commercial use along the highway. She said her family does drainage for a living and understands how it works. She said she did not put a culvert in her driveway at the suggestion of the Hall County Public Works Department, which is close to having a paving district prepared for the subdivision that now has dirt roads. She said her driveway will likely be redone as part of the paving district. She said new houses there would likely be built up and be a buffer to the slough. In response to questions, DePoorter said the proposed

commercial lots are currently planted to alfalfa and if not rezoned for commercial use, could be used for the construction of 20 homes on the existing Large Lot residential zoning. She said the two commercial lots just make sense along Highway 34 as a highway corridor.

Suzie Schank, 3040 Roselawn Drive, spoke against the rezoning. She is concerned that some customers will try to exit the commercial lots via Conrad. She raised concerns about noise pollution, air pollution, traffic, water drainage and a lowering of property values.

Jane Richardson, 47 Kuester Lake, said she represents the Fifth District in Hall County. She said this area has had water drainage problems since her father represented the area. She said there needs to be a balance between commercial and residential property rights. Many people have lived in the subdivision for 40 years, she said.

Marlin Sekutera, 3521 Primrose Drive, spoke against the rezoning. He said he has lived in the subdivision for 14 years and drainage is a problem. He said whether the property is residential or commercial didn't much matter to him, but the land is at a confluence of water and that needs to be addressed.

Steve Spaulding, 3204 S. Shady Bend Road, said he is a new buyer of 12 acres to the north of Conrad and east of Shady Bend Road. He said he was there to better learn and understand the issues. He said drainage is difficult and groundwater is the problem as its only 6 feet below the surface.

Rick Plambeck, 3217 Roselawn, said his property fronts the commercial lot. He is concerned about noise and pollution from a commercial use. He said property owners are on private wells in that area.

O'Neill closed the public hearing. The commission continued its discussion.

A motion was made by Ruge and seconded by Robb to approve the rezoning and find that the rezoning is consistent with Grand Island's Comprehensive Plan.

The approval motion deadlocked in a tie with six members in favor (Apfel, Ruge, Robb, Rainforth, Rubio and Sears) and six members voting no (Allan, O'Neill, Maurer, Monter, Randone and Kjar) and no one abstaining.

A motion was made by Monter and seconded by Maurer to deny the rezoning.

The denial motion failed with two members voting in favor (Monter and Maurer) and nine members voting no (Apfel, O'Neill, Ruge, Robb,

Rainforth, Rubio, Sears, Randone, and Kjar) and one member (Allan) abstaining.

No consensus was reached so a recommendation of no recommendation is forwarded to the Grand Island City Council.

This item was considered at the September 26 meeting of the Grand Island City Council following a public hearing. Council chose to refer the item back to the planning commission to further discuss the issue, consider the drainage problems in the area along with the final plat for Meadow Lane Seventh Subdivision and make a recommendation regarding the rezoning. The item was originally scheduled for the November planning commission meeting and was pulled from that agenda by the applicant so more time could be spent on the drainage issues and so that a meeting could be held with the neighbors and the county engineer.

A meeting with the neighbors and the county engineer was held on November 21, 2017. The County has committed to cleaning the ditches along Conrad and Golden Rod. These ditches have not been cleaned since 1994. The County will also be relaying a culvert that crosses Goldenrod that allows water to flow from the south to the north. This drainage flows toward the slough that crosses the northern edge of the Rosenkotter\Spaulding property. Mr. Spaulding has agreed to dedicate a drainage easement along the north edge of his property that will give the County the ability to maintain the slough across his property. The Neidfelts have agreed to construct on-site detention at the north end of Lots 1 and 2 of Meadow Lane 7<sup>th</sup> subdivision that will be constructed in accordance with plans approved by the Hall County engineer that will prevent more water from leaving this property during a 50 year or less event than would leave the property in its current state as an alfalfa field. This will lower the drainage impact to surrounding properties and provide an open space buffer between the residential and commercial development.

### **Discussion**

Planning Commission held a meeting and public hearing on this request again at their meeting on December 6, 2017. The following is the minutes and action from that meeting regarding the rezoning and subdivision application for Meadowlark Seventh Subdivision:

O'Neill opened the public hearing.

Nabity said this rezoning has been before the commission at the July meeting and was reconfigured to allow residential lots along Conrad and Goldenrod Drive. However, the Grand Island City Council referred the rezoning and final plat back to the planning commission amid drainage concerns in the area. Nabity said the area doesn't drain well and never really has. He said the county, which has jurisdiction over the roads in the subdivision, last cleaned out the ditches there in 1994. Nabity said he and Hall County Engineer Steve Riehle met with neighbors to work out possible drainage remedies. Nabity said property owner Steve

Spaulding has consented to a 30-foot wide drainage easement through part of the subdivision, the developers have consented to creation of a 1.5 acre water retention pond to hold and meter out rainfall and runoff and the county has consented to cleaning out ditches.

Riehle said the county has two proposed short-term remedies – to clean out the ditches along Conrad Drive and Goldenrod and to work with Spaulding to design and implement a 30-foot wide drainage easement along the path of the original slough. Riehle said long term the county plans to work with the Natural Resources District to improve drainage along the slough. Riehle said there is a 4-inch high rise in the slough now that serves as a dam to water trying to flow through. Riehle said ultimately work needs to be done both up gradient (by Wal-Mart South) and down gradient (into Merrick County) to improve water flow through the subdivision. Riehle said the water retention cell could also help improve water flow.

O'Neill asked why the county should pay to clear out ditches when statute states property owners should do so. Riehle said this particular issue has become a health and welfare issue, so he feels the county should do more. Riehle said he feels the county has been negligent in waiting so long to clear out ditches. O'Neill said he was researching state statute and found that the county can make property owners clear drainage ways on their property. O'Neill said if the county doesn't take such action, five property owner can petition the county to force the county to take action. Riehle confirmed that state statute states a county "shall" take drainage action upon petition by five affected property owners.

Riehle said the county is also looking at a potential paving district for an orphaned gravel stretch of Conrad and is looking at replacing/relaying some culvert pipe along Conrad.

Christie DePoorter, 3321 Conrad Drive, owner and developer, spoke in favor of the rezoning. She said over the past six months work has been done to address concerns. Residential lots were identified along Conrad and Goldenrod to maintain the neighborhood feel, she said. DePoorter said restrictive covenants will be prepared to require a green space on the north end of Lot 2 (commercial lot) that can be used in the future for the creation of a 1-acre to 1.5-acre water retention cell to meter water out so the slough is not overwhelmed. She said work is being done with Spaulding to have the drainage easement identified that can serve as the outlet for the retention cell, which is proposed now to be 15 to 20 inches deep with sloped sidewalls. DePoorter said the southwest end of Lot 2 will have an access off Highway 34 and a 40-foot wide easement road will allow access to both Lot 2 and Lot 1. The northern access on Lot 1 that enters onto Conrad is there only to meet the city's regulations of frontage on a public road for all lots. That Conrad access will be a maintenance driveway, not one that can be accessed by commercial trucks, she said. DePoorter said there are currently no buyers for the proposed commercial lots. There were previously two interested

buyers, but their interest ceased after the concerns raised by neighbors back in July.

Steve Spaulding, 3204 S. Shady Bend Road, spoke in favor of the rezoning. He said it makes sense to have commercial usage along Highway 34, but he also favors improving the drainage. Spaulding said he is willing to give up one-half acre of his property for creation of a 30-foot wide drainage easement that the county will take over and maintain. Spaulding said the drainage easement and clearing out ditches should improve drainage through the subdivision as it currently exists. If the Meadow Lane 7<sup>th</sup> area is fully developed, Spaulding said the water retention cell will be needed in order to hold about 90,000 cubic feet of water and meter it out over one to two days after a significant rain.

Elaine Dooley, 3060 Roselawn Drive, said many concerns have been addressed, however she is concerned about standing water in the retention cell and mosquito populations. She is also concerned about existing Highway 34 traffic and fears vehicles slowing to turn into the proposed commercial lots will pose a safety risk. She would like a turn lane there. O'Neill said the state will not allow a turn lane there, however he plans to ask for a speed limit reduction during the next Metropolitan Planning Organization meeting, of which he is the Regional Planning Commission liaison.

Linda Uhrich, 3126 Goldenrod Drive, said the subdivision has had water problems for more than 20 years. The residents there ask the county for improvement and nothing happens. She said when it rains, homeowners dewater, which is nearly useless because they pump water out into their yards, which recycles into the home again. Uhrich said she agrees that something should happen with the field the developers want rezoned, but she has concerns with the water. She wants to see something done so that properties are not flooded.

O'Neill asked that the 1963 aerials shots of the area be displayed so that the commission could see that the subdivision was built in the bottom of the slough. O'Neill asked if drainage easements through the subdivision have been recorded. Nabity said yes.

Ray Dooley, 3060 Roselawn Drive, asked about truck restrictions on the driveway onto Conrad and what improvements down gradient could be made. O'Neill reiterated the ability to force the county to improve drainage through a five-person petition. Nabity said drainage issues up- and down-gradient aren't issues that are related to the rezoning of this particular parcel.

O'Neill called DePoorter to the podium and asked if she would agree to a no-truck stipulation for the driveway on Conrad. She said yes. O'Neill asked DePoorter if she would consent to the set aside of green space for future creation of a water retention cell on Lot 2. She said yes. Allan asked about maintenance on the retention cell. Riehle said he wants the floor of the retention cell built up one

foot above the floor of the ditches so that the cell remains dry except for major rain events. That will allow the cell to be mowed and maintained.

O'Neill closed the public hearing.

A motion was made by Ruge and seconded by Robb to recommend approval of the rezoning from LLR Large Lot Residential to B-2 General Business.

The motion carried with nine members in favor (Apfel, Allan, O'Neill, Ruge, Maurer, Robb, Monter, Rubio and Kjar) and no members voting no and one abstaining (Hendricksen.)

A motion was made by Ruge and seconded by Kjar to stipulate that the subdivision agreement for the Meadow Lane 7<sup>th</sup> Subdivision (which the commission approved September 6, 2017) include a prohibition on a commercial driveway onto Conrad Drive and that green space be set aside on Lot 2 to accommodate the size and design of a water retention cell that meets the approval of the county engineer.

The motion carried with nine members in favor (Apfel, Allan, O'Neill, Ruge, Maurer, Robb, Monter, Rubio and Kjar) and no members voting no and one abstaining (Hendricksen.)

The memo sent to the planning commission with staff recommendation and information from the Hall County engineer is attached for review by Council.

### **Alternatives**

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

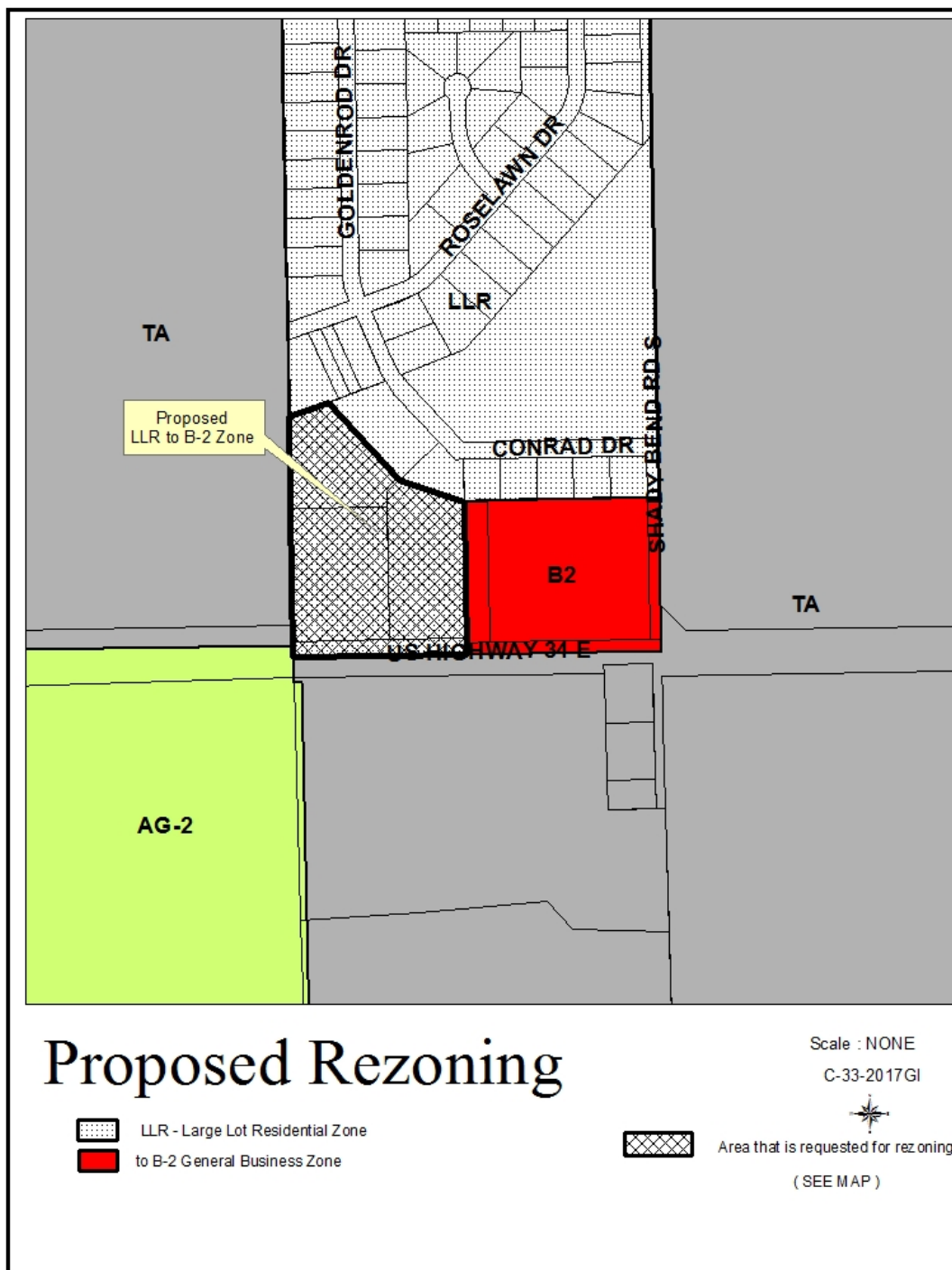
1. Approve the rezoning request as presented
2. Modify the rezoning request to meet the wishes of the Council
3. Refer the item back to Planning Commission for further study and a recommendation
4. Postpone the issue

### **Recommendation**

City Administration recommends that the Council approve the proposed changes.

### **Sample Motion**

Move to approve the ordinance and as presented.



## Agenda Item # 6

### PLANNING DIRECTOR MEMO TO REGIONAL PLANNING November 22, 2017

#### **SUBJECT: Rezoning at Meadow Lane Subdivision west of Shady Bend Road and north of U.S. Highway 34.**

The Grand Island City Council considered this item at its meeting on September 26, 2017. Council held a public hearing and considered testimony from those present and considered the recommendation of the planning commission from its meeting on September 6, 2017.

At the September planning commission meeting, the Regional Planning Commission was unable to pass a vote recommending that council either approve or deny the request to rezone. A motion to recommend approval of the rezoning failed with a vote of 6 members in favor and 6 members opposed. A motion to recommend denial of the rezoning also failed with a vote of 3 members in favor and 9 members opposed. At the time, discussion was held about the recommendation and a question came up about retaking a vote. It was determined that action had been taken on both motions that could be offered on the subject and that the item would be sent forward to council with a recommendation of no recommendation.

Council held its own public hearing and considered the testimony of those in attendance and decided that it would be in the best interest of all concerned to send the item back to the planning commission for further discussion and a possible recommendation. The applicant presented a plan to create small detention cells at the north end of the commercial lots. The fill from these would be used to build pad sites for the residential and commercial development. While the cells would be shallow, they would provide both storage for water and a buffer between the highway-fronted commercial development and the residential development along Goldenrod Drive at the north end of the development.

Planning commission will hold a new public hearing on this topic to gather additional information and can consider the information presented to Council at its hearing on September 26. If you wish to view the Council hearing and discussion you can follow this link [http://grand-island.granicus.com/MediaPlayer.php?view\\_id=2&clip\\_id=904](http://grand-island.granicus.com/MediaPlayer.php?view_id=2&clip_id=904) and select agenda items E2 for the hearing and F-2 for the rezoning.

*#9654 - Consideration of Request to Rezone Part of Lot 1 and all of Lot 2 of Proposed Meadow Lane Seventh Subdivision between Highway 34 and Goldenrod Drive and West of Shady Bend Road from LLR Large Lot Residential to B-2 General Business (Niedfelt Property Management, LLC)*

*This item was related to the aforementioned Public Hearing.*

*Motion by Haase, second by Stelk to refer Ordinance #9654 back to the Planning Commission.*

*A lengthy discussion was held regarding a solution to the drainage problem on the north side of this property. Also mentioned were traffic problems and no turning lanes on Highway 34.*



*Discussion was also held regarding stipulations on the zoning change. Mr. Nabity said the Planning Commission could not negotiate zoning changes but a majority of the issues regarding drainage related to maintenance. The drainage plan could be a part of the subdivision agreement.*

*Motion by Stelk, second by Jones to amend the motion to have the Planning Commission review the drainage problems and make recommendations to the Council. Upon roll call vote, Councilmembers Steele, Fitzke, Hehnke, Haase, Jones, and Stelk voted aye. Councilmembers Minton, Donaldson, and Nickerson voted no. Motion adopted.*

*The proposed access easement on the south side of the property was mentioned. Christie DePoorter stated they had originally planned this property as large lot residential but were looking at the best possible use of this property and drainage control. Steve Spaulding commented on concerns of retention cells and mitigating water problems on this property. Ray Dooley commented on water coming down on Highway 34.*

*Upon roll call vote of the main motion, Councilmembers Steele, Fitzke, Donaldson, Hehnke, Haase, Jones, Stelk, and Nickerson voted aye. Councilmember Minton voted no. Motion adopted.*

The proposed hearing scheduled for November 1 was pulled from the agenda at the request of the developer to allow time to consider solutions to the drainage concerns. Subsequent meetings were held with Hall County Engineer Steve Riehle, Chad Nabity, Steve Spaulding, Christy DePoorter and Barry Niedfelt to discuss the issues. Upon developing a preliminary plan to address the drainage concerns a neighborhood meeting was scheduled for and held on November 21, 2017 in the community meeting room at City Hall. About 12 people were in attendance at that meeting from 6:30 to 8:30. Mr. Riehle answered a number of questions and presented a proposed plan for cleaning ditches along Golden Rod and Conrad and cleaning out the slough that crosses the Meadow Lane subdivision. A copy of his presentation is included.

Based on the referral back to the planning commission this item needs to be reconsidered. The planning commission can consider recommending approval or denial as submitted or alternately can make recommendations to the developer regarding actions that could be taken to make the application acceptable. This application has already been modified from the original application to minimize the impact on the residential neighborhood and the developer has suggested additional modifications to the property that they would be willing to undertake as part of this development.

\_\_\_\_\_ Chad Nabity AICP, Planning Director

## Agenda Item # 5

### PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

September 6, 2017

**SUBJECT:** *Zoning Change (C-33-2017GI)*

**PROPOSAL:** This application includes approximately 9.8 acres of land north of U.S. Highway 34 and west of Shady Bend Road. This is the vacant property located immediately east of the property zoned B-2 General Business on the corner of U.S. Highway 34 and Shady Bend Road. The property is located within the two-mile extra-territorial zoning jurisdiction of the City of Grand Island.

The applicant is requesting to change the zoning on most of Lot 1 and all of lot 2 of the proposed Meadow Lane Seventh Subdivision from LLR Large Lot Residential Zone to B-2 General Business.

#### **OVERVIEW:**

##### **Site Analysis**

*Current zoning designation:*  
*Intent of zoning district*

**LLR:** Large Lot Residential.

**LLR:** To provide for a transition from rural to urban uses, and is generally located on the fringe of the urban area. This zoning district permits residential dwellings at a maximum density of two dwelling units per acre, as well as other open space and recreational activities.

*Permitted and conditional uses:*

**LLR:** Agricultural uses, recreational uses, transitional uses such as: greenhouses and veterinary clinics and residential uses at a density of 1 unit per 20,000 square feet.

*Comprehensive Plan Designation:*

Designated for future medium density residential to office development the area immediately to the east is planned and zoned for highway commercial uses and Council previously amended the future land use map and rezoned the Mile Bridge school ¼ mile to the east for commercial uses.

*Existing land uses.*

Undeveloped property

##### **Adjacent Properties Analysis**

*Current zoning designations:*

**East: B-2** General Business Zone

**South: TA-**Transitional Agriculture Zone,

**North and West: TA-**Transitional Agriculture.

*Intent of zoning district:*

**B-2:** The intent of this zoning district is to provide for the service, retail and wholesale needs of the general community. This zoning district will contain uses that have users and traffic from all areas of the community and trade areas, and therefore will

have close proximity to the major traffic corridors of the City. Residential uses are permitted at the density of the (R-4) High Density Residential Zoning District.

**TA:** The intent of this zoning district is to provide for a transition from rural to urban uses, and is generally located on the fringe of the urban area. This zoning district permits both farm and non-farm dwellings as well as other open space and recreational activities. The intent of the zoning district also would allow the limited raising livestock within certain density requirements.

*Permitted and conditional uses:*

**TA:** Agricultural uses, recreational uses and residential uses at a density at a density of 1 unit per 20 acres. Limited animal agriculture.

*Comprehensive Plan Designation:*

**North:** Designated for future low to medium density residential development.

**East:** Highway Commercial.

**West:** Medium Density Residential.

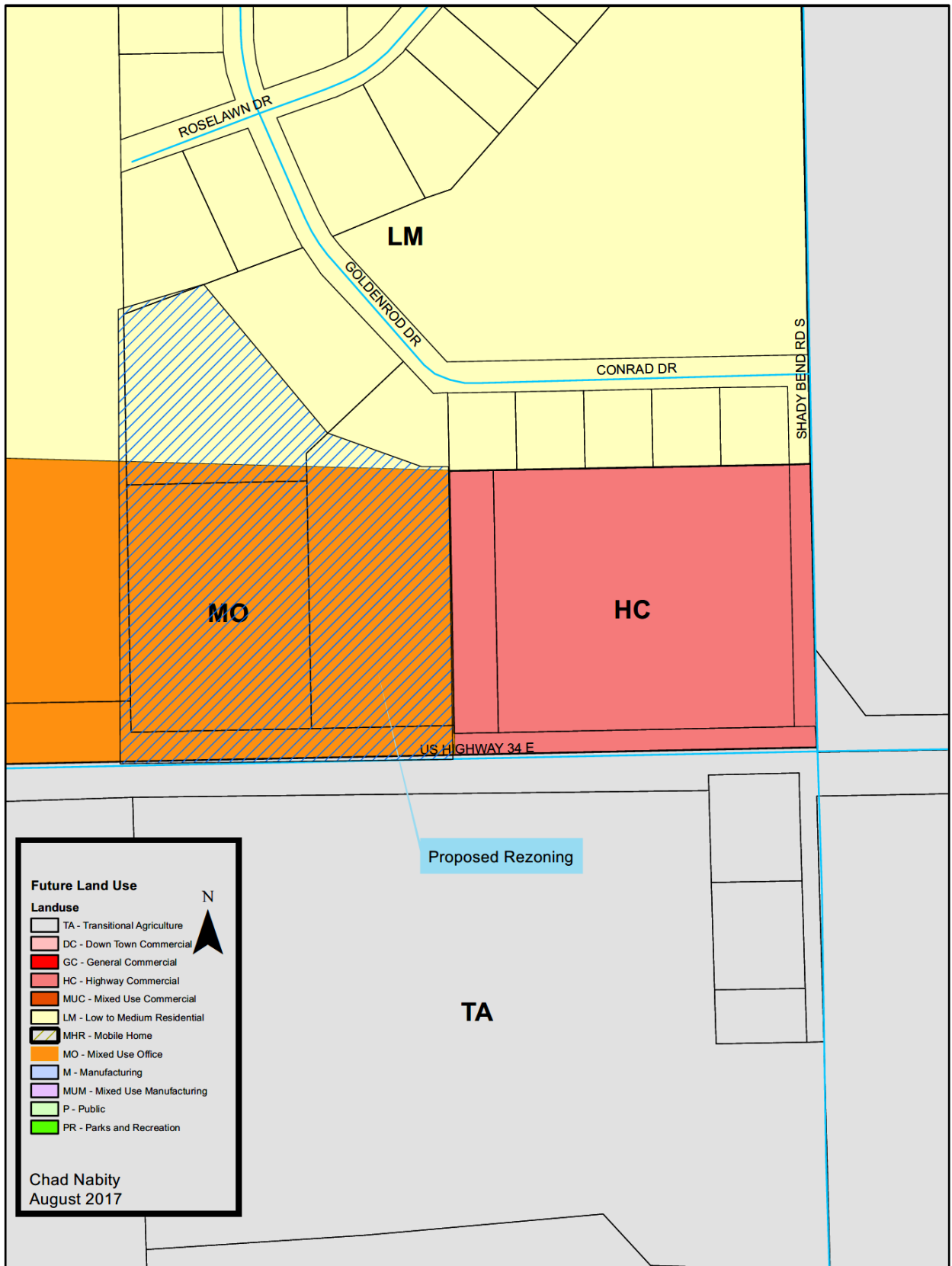
**South:** Transitional Agriculture.

*Existing land uses:*

**East:** Commercial.

**North:** Vacant and Residential.

**South and West:** U.S. Highway 34 and Agricultural land.



**Future Land Use Map from Grand Island Comprehensive Plan**

## **Future Land Use Map Descriptions and Policies**

### **MO - Medium Residential to Office**

*This land use area is intended to provide for a mixture of single-family housing units with multi-family housing alternatives such as townhouse, condo or apartment buildings. Residential densities of more than 15 dwelling units per acre. In addition to residential uses in the MO, limited commercial in the form of offices is also allowed. This area has a higher density of dwellings per acre as compared to the LM land use district.*

*The MO district will tend to bring more vehicles, potentially wider streets and faster traffic, and more opportunity for a diversity of uses. Therefore, a development must be effectively sited, landscaped, and buffered, as well as having adequate provisions for open space. Architectural features will also be a key element in blending the mix of residential densities and limited office uses. The Medium Density Residential/Office Area is appropriate for smaller scale mixed residential/office use development where a variety of densities can be accomplished.*

### **HC - HIGHWAY COMMERCIAL**

*This land use area is intended to accommodate uses that serve a more regional clientele that come from miles away. These uses are typically accessible only by car, and include hotels and motels, large retailers, malls, office and business parks, etc.*

*The Highway Commercial classification designates areas for retail, service and office establishments intended to serve several neighborhoods. Community business areas should be located as business clusters rather than arterial strip commercial development.*

*Internal street networks with access roads serving multiple developments and landscaping are required within this land use designation.*

### **LM - LOW TO MEDIUM RESIDENTIAL**

*The Low to Medium Residential land use would encompass residential uses with a density up to 15 dwelling units per acre. City services such as water and sewer should be provided in areas where densities with one dwelling unit per acre.*

*This land use area is intended to allow for the continuation of some typical density subdivision developments, similar to those that exist along the edges of the community.*

## **EVALUATION:**

### **Positive Implications:**

- *Would not negatively impact traffic on Highway 34:* Access to both businesses would be a shared access at the west end of the property.
- *Largely consistent with the City's Comprehensive Land Use Plan:* The subject property is designated for long-term medium density residential to office development, but is immediately adjacent to an area planned for and zoned for commercial development. The Grand Island City Council amended the future land use map to designate Mile Bridge School for commercial development in December 2004, so it is likely that this stretch of U.S. 34 will develop to support commercial uses. Especially those uses aimed at people traveling to and from Grand Island. Maintaining the residential buffer along Goldenrod and Conrad at the north end of the property will minimize impacts to the residential neighborhood to the north.

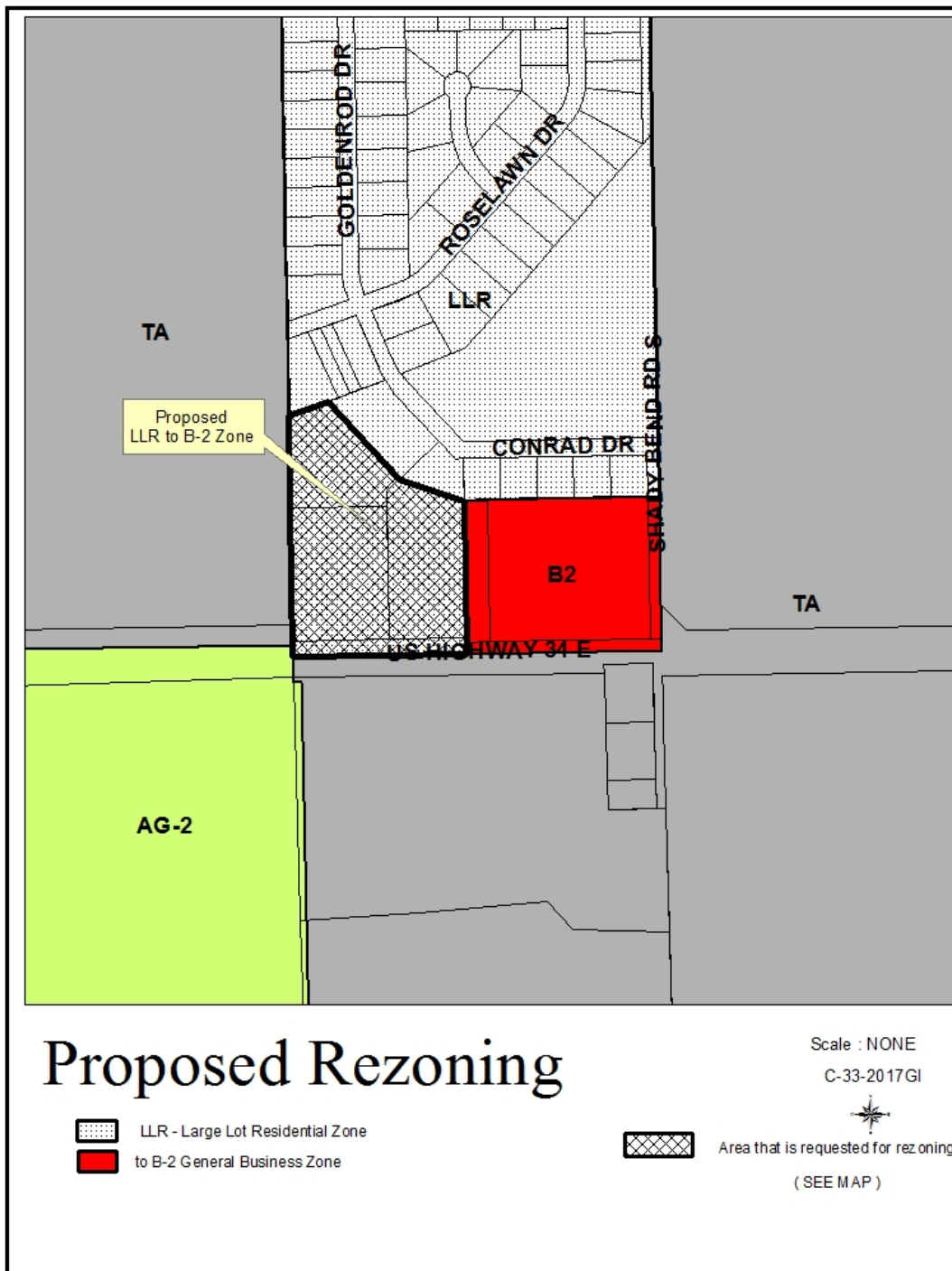
### **Negative Implications:**

- *Uses other than those proposed are allowed in the B-2 zoning district:* Potential uses for the site would include a convenience store, night club/bar, restaurant, and strip commercial. A copy of the uses allowed in the B-2 Zoning District is attached.
- *Lack of municipal infrastructure:* Sewer and water are not available to this property. Changing the zoning on this property at this point would likely encourage additional development in this area prior to the development of municipal infrastructure. The proposed uses would not require municipal infrastructure so would fit here.

## **RECOMMENDATION:**

That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on this site from LLR Large Lot Residential to B-2 General Business on this site.

\_\_\_\_\_ Chad Nabity AICP, Planning Director



### **§36-68. (B-2) General Business Zone**

*Intent:* The intent of this zoning district is to provide for the service, retail and wholesale needs of the general community. This zoning district will contain uses that have users and traffic from all areas of the community and trade areas, and therefor will have close proximity to the major traffic corridors of the City. Residential uses are permitted at the density of the (R-4) High Density Residential Zoning District.

(A) Permitted Principal Uses: The following principal uses are permitted in the (B-2) General Business Zoning District.

- (1) Stores and shops that conduct retail business, provided, all activities and display goods are carried on within an enclosed building except that green plants and shrubs may be displayed in the open, as per the Zoning Matrix [Attachment A hereto]
- (2) Office and office buildings for professional and personal service as found in the Zoning Matrix [Attachment A hereto]
- (3) Agencies as found in the Zoning Matrix [Attachment A hereto]
- (4) Dwelling units
- (5) Board and lodging houses, fraternity and sorority houses
- (6) Truck, bush and tree farming, provided, there is no display or sale at retail of such products on the premises
- (7) Public parks and recreational areas
- (8) Country clubs
- (9) Public, parochial and private schools having a curriculum equivalent to an elementary or higher educational level
- (10) Colleges offering courses of general instruction, including convents, monasteries, dormitories, and other related living structures when located on the same site as the college
- (11) Churches, synagogues, chapels, and similar places of religious worship and instruction of a quiet nature
- (12) Utility substations necessary to the functioning of the utility, but not including general business offices, maintenance facilities and other general system facilities, when located according to the yard space rules set forth in this section for dwellings and having a landscaped or masonry barrier on all sides. Buildings shall be of such exterior design as to harmonize with nearby properties
- (13) Public and quasi-public buildings for cultural use
- (14) Railway right-of-way but not including railway yards or facilities
- (15) Nonprofit community buildings and social welfare establishments
- (16) Hospitals, nursing homes, convalescent or rest homes
- (17) Radio and television stations (no antennae), private clubs and meeting halls
- (18) Vocational or trade schools, business colleges, art and music schools and conservatories, and other similar use
- (19) Preschools, nursery schools, day care centers, children's homes, and similar facilities
- (20) Group Care Home with less than eight (8) individuals
- (21) Elderly Home, Assisted Living
- (22) Stores and shops for the conduct of wholesale business, including sale of used merchandise
- (23) Outdoor sales and rental lots for new and used automobiles, boats, motor vehicles, trailers, manufactured homes, farm and construction machinery, etc.
- (24) Specific uses such as: archery range, billboards, drive-in theater, golf driving range, storage yard (no junk, salvage or wrecking)
- (25) Manufacture, fabrication or assembly uses incidental to wholesale or retail sales wherein not more than 20% of the floor area is used
- (26) Other uses as indicated in the Zoning Matrix [Attachment A hereto]

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

- (1) Recycling business
- (2) Towers
- (3) Other uses as indicated in the Zoning Matrix [Attachment A hereto]

(C) Permitted Accessory Uses:

- (1) Building and uses accessory to the permitted principal use.



(D) Space Limitations:

Uses		Minimum Setbacks						
		A	B	C	D	E		
	Minimum Parcel Area (feet)	Minimum Lot Width (feet)	Front Yard (feet)	Rear Yard (feet)	Side Yard (feet)	Street Side Yard (feet)	Maximum Ground Coverage	Maximum Building Height (feet)
<b>Permitted Uses</b>	3,000	30	10	0 <sup>1</sup>	0 <sup>2</sup>	10	100%	55
<b>Conditional Uses</b>	3,000	30	10	0 <sup>1</sup>	0 <sup>2</sup>	10	100%	55

<sup>1</sup> No rear yard setback is required unless bounded by an alley, then a setback of 10 feet is required.

<sup>2</sup> No side yard setback is required, but if provided, not less than five feet, or unless adjacent to a parcel whose zone requires a side yard setback, then five feet. When adjacent to a public alley, the setback is optional and may range from 0 feet to 5 feet.

(E) Miscellaneous Provisions:

(1) Supplementary regulations shall be complied with as defined herein

(2) Only one principal building shall be permitted on one zoning lot except as otherwise provided herein.

Abstracting services  
 Accounting & bookkeeping services  
 Advertising services, direct mail  
 Advertising services, general  
 Agricultural, business and personal credit services including credit union  
 Agricultural chemical & fertilizers - wholesale  
 Agricultural fertilizers, hazardous & non hazardous - retail  
 Agricultural operations  
 Air conditioning, heating & plumbing contracting services  
 Alteration, pressing & garment repair services  
 Ambulance services  
 Animal hospital services  
 Antiques - retail  
 Apparel & accessories - retail  
 Appliances (household) - retail  
 Appliance repair services  
 Architectural, engineering & planning - professional services  
 Arenas & fieldhouses  
 Armateur rewinding services  
 Armed forces reserve center  
 Art galleries, publicly owned  
 Artists - painters, sculptors, composers, & authors  
 Athletic field or playfield  
 Auditing, accounting & bookkeeping services  
 Auditoriums, public  
 Automobile & other motor vehicle repair services  
 Automobile & other motor vehicles - retail  
 Automobile & truck rental services  
 Automobile equipment - wholesale  
 Automobile parts & supplies - retail  
 Automobile wash services  
 Bait shops  
 Bakeries non-manufacturing - retail  
 Banking services  
 Barber services  
 Batch Plants - temporary  
 Beauty services  
 Bed and breakfast residence  
 Beer, wine & alcoholic beverages - wholesale  
 Bicycles - retail  
 Blueprinting & photocopying services  
 Boarding & rooming houses  
 Boat sales, service and rentals  
 Bookkeeping, auditing & accounting services  
 Books, magazines & newspapers distributing - wholesale  
 Books - publishing & printing  
 Books - retail  
 Bottled gas - retail  
 Bowling alleys  
 Building materials - retail  
 Building materials & lumber - wholesale  
 Business & management consulting services  
 Business offices not elsewhere listed

Butter - manufacturing  
 Cable TV maintenance yard  
 Cameras & photographic supplies - retail  
 Camp grounds, general  
 Camp grounds, group  
 Candy, nut, & confectionery - retail  
 Carpentry & wood flooring services  
 Carpet & rug cleaning & repair service  
 Charitable & welfare services  
 Chiropractors, optometrists, & other similar health services  
 Churches, synagogues & temples  
 Civic, social & fraternal associations  
 Clock, watch & jewelry repair services  
 Commercial & industrial machinery, equipment & supplies - wholesale  
 Commodity & securities brokers, dealers & exchanges & services  
 Confectionery, nut & candy - retail  
 Construction & lumber materials - wholesale  
 Construction services - temporary  
 Convalescent,, nursing & rest home services  
 Convents  
 Convenience store  
 Country club  
 Credit reporting, adjustment & collection services  
 Credit unions & agricultural, business & personal credit services  
 Crematory, funeral & mortuary services  
 Curtains, draperies & upholstery - retail  
 Dairy products - retail  
 Dairy products - wholesale  
 Day care centers  
 Dental laboratory services  
 Dental services  
 Department stores - retail  
 Detective & protective services  
 Direct mail advertising services  
 Direct selling organizations - retail  
 Discount & variety stores - retail  
 Disinfecting & exterminating services  
 Dormitories, college  
 Draperies, curtains & upholstery - retail  
 Drug & proprietary - retail  
 Dry cleaning & laundering, self service  
 Dry cleaning, laundering & dyeing services, except rugs  
 Dry goods & general merchandise - retail  
 Dry goods & notions - wholesale  
 Duplicating, mailing, & stenographic services  
 Dwelling, multi-family  
 Dwelling, single-family  
 Dwelling, two-family  
 Dyeing, dry cleaning & laundry services, except rugs  
 Egg & poultry - retail

Electrical apparatus & equipment, wiring supplies, & construction materials - wholesale  
 Electrical contractor services  
 Electrical appliances, phonographs, televisions, tape players & radio sets - wholesale  
 Electrical repair services, except radio & television  
 Electrical supplies - retail  
 Electricity regulating substations  
 Employment services  
 Engineering, planning architectural professional services  
 Equipment & supplies for service establishments - wholesale  
 Equipment rental & leasing services  
 Exhibition halls  
 Exterminating  
 Fairgrounds  
 Farm machinery & equipment - retail  
 Farm products warehousing & storage excluding stockyards - nonhazardous  
 Farm supplies - retail  
 Farms, commercial forestry  
 Farms, grain crops  
 Farms, hay & alfalfa  
 Farms, fiber crops  
 Farms, fruits, nuts or vegetables  
 Farms, nursery stock  
 Feeds, grains & hay - retail  
 Fertilizers, agricultural nonhazardous - retail  
 Fieldhouses & arenas  
 Fire protection & related activities  
 Fish & seafood's - retail  
 Fish & seafood's - wholesale  
 Floor covering - retail  
 Florists - retail  
 Food lockers & storage services  
 Fraternal, civic & social associations  
 Fraternity & sorority houses  
 Fruits & vegetables (fresh) - wholesale  
 Fruits & vegetables - retail  
 Fuel, except fuel oil & bottled gas - retail  
 Fuel oil - retail  
 Funeral, mortuary & crematory services  
 Fur repair & storage services  
 Furniture & home furnishings - wholesale  
 Furniture - retail  
 Furniture repair & reupholstery services  
 Furs & fur apparel - retail  
 Garden supplies & landscape nursery - retail  
 Garment repair, alteration & pressing services  
 Gasoline service stations - retail  
 General stores - retail  
 Gifts, novelties & souvenirs - retail  
 Glass, paint & wallpaper - retail  
 Grains, feeds & hay - retail  
 Green houses  
 Groceries - retail

Group care home  
 Gymnasiums & athletic clubs  
 Hardware - retail  
 Hardware - wholesale  
 Hay, grains & feeds - retail  
 Health resorts  
 Health & exercise spas  
 Hearing aids, optical goods, orthopedic appliances & other similar devices - retail  
 Heating, air conditioning & plumbing contracting services  
 Heating & plumbing equipment & supplies - retail  
 Hobby supplies - retail  
 Holding & investment services  
 Hospital services  
 Hotels, tourist courts, & motels  
 Household appliances - retail  
 Ice - retail  
 Ice skating rinks, indoor  
 Insurance agents & brokers services  
 Insurance carriers  
 Internet service  
 Investment & holding services  
 Janitorial services  
 Jewelry - retail  
 Jewelry, watch & clock repair services  
 Labor unions & similar labor organizations  
 Landscape contracting services  
 Landscape nursery & garden supplies - retail  
 Lapidary work  
 Laundering & dry cleaning, self-service  
 Laundering, dry cleaning & dyeing services, except rugs  
 Lawn care - services  
 Legal services  
 Libraries  
 Liquor - retail  
 Locksmith services  
 Lumber & building materials - wholesale  
 Lumber yards - retail  
 Magazines & newspapers - retail  
 Mailing, duplicating, & stenographic services  
 Management & business consulting services  
 Masonry, stonework, tile setting & plastering services  
 Massage services  
 Meat & meat packing products - wholesale  
 Meats - retail  
 Medical clinics, out-patient services  
 Medical laboratory services  
 Miniature golf  
 Manufactured homes on permanent foundation  
 Mobile homes & accessories - retail  
 Monasteries  
 Monuments - retail  
 Motels, hotels, & tourist courts  
 Motorcycle & bicycle sales, rental & service

Mortuary, funeral & crematory services  
 Museums  
 Musical instruments & supplies - retail  
 Newspaper & magazines - retail  
 Newspapers, books & magazines distribution - wholesale  
 Newspapers publishing & printing  
 News syndicate services  
 Notions, dry goods - wholesale  
 Novelties, gifts & souvenirs - retail  
 Nursery stock farms  
 Nursing, convalescent & rest home services  
 Optical goods, hearing aids, orthopedic appliances & other similar devices - retail  
 Optometrists, chiropractors & other similar health services  
 Orphanages  
 Paint, glass, & wallpaper - retail  
 Painting & paper hanging services  
 Paper & paper products - wholesale  
 Paper hanging & painting services  
 Parks, public  
 Periodicals, publishing & printing  
 Petroleum pipeline R/W  
 Pets & pet grooming - retail  
 Photocopying & blue printing services  
 Photoengraving  
 Photofinishing services  
 Photographic studios & services  
 Photographic supplies & cameras - retail  
 Physicians' services  
 Planetarium  
 Planning, architectural & engineering professional services  
 Plastering, masonry, stone work & tile setting services  
 Playfields & athletic fields  
 Playgrounds  
 Play lot or tot lot  
 Plumbing & heating equipment & supplies - retail  
 Plumbing, heating, & air conditioning contracting services  
 Poultry & small game dressing & packing  
 Pressing, alteration & garment repair services  
 Printing, commercial  
 Printing & publishing of newspapers  
 Printing & publishing of periodicals  
 Private clubs  
 Professional equipment & supplies - wholesale  
 Professional membership organizations  
 Professional offices not elsewhere listed  
 Quarrying, gravel, sand & dirt  
 Quarrying, stone  
 Race tracks & courses - animals  
 Radio broadcasting studios  
 Radios, televisions, phonographs, recorders, & tape players repair services

Radios, televisions, phonographs, recorders & tape players - retail  
 Radio transmitting stations & towers  
 Railroad right-of-way  
 Real estate agents, brokers & management services  
 Recreational vehicles & equipment - retail  
 Recreation centers  
 Rectories  
 Refrigerated warehousing (except food lockers)  
 Resorts (general)  
 Rest, nursing, & convalescent home services  
 Restaurants  
 Restaurants, drive-in  
 Retirement homes  
 Reupholstery & furniture repair services  
 Roller skating rinks - indoor  
 Roofing & sheet metal contracting services  
 Rooming & boarding houses  
 Rug & carpet cleaning & repair services  
 Sausages & other prepared meat products - manufacturing  
 Savings & loan associations  
 Schools, art  
 Schools, barber  
 Schools, beauty  
 Schools, business  
 Schools, colleges  
 Schools, computer  
 Schools, correspondence  
 Schools, dancing  
 Schools, day care  
 Schools, driving  
 Schools, junior college  
 Schools, music  
 Schools, nursery  
 Schools, pre-primary  
 Schools, primary  
 Schools, professional  
 Schools, secondary  
 Schools, stenographic  
 Schools, technical  
 Schools, trade  
 Schools, universities  
 Schools, vocational  
 Scientific & educational research services  
 Second hand merchandise - retail  
 Seed and feed sales  
 Sheet metal & roofing contracting services  
 Shoe repair, shoe shining, & hat cleaning services  
 Shoes - retail  
 Shoes - wholesale  
 Social, civic & fraternal associations  
 Social correctional, treatment & counseling services  
 Sorority & fraternity houses  
 Souvenirs, gifts, novelties - retail  
 Sporting goods - retail  
 Stadiums  
 Stationery - retail

Stenographic, duplicating, & mailing services  
Stone work, masonry, title setting, & plastering services  
Storage - mini  
Storage & warehousing of nonhazardous products  
Storage & warehousing of household goods  
Swimming clubs  
Synagogues, churches, & temples  
Tailoring (custom)  
Taverns  
Taxicab dispatch  
Telegraph communications  
Telephone business office  
Telephone exchange stations  
Telephone maintenance yard  
Telephone relay towers (microwave)  
Television broadcasting studios

Television, radios, phonographs, recorders & tape players repair services  
Television, radios, phonographs, recorders, & tape players - retail  
Television transmitting stations & relay towers  
Temples, churches, & synagogues  
Tennis clubs  
Theaters, legitimate  
Theaters, motion picture, indoor  
Tile setting, masonry, plastering & stone work services  
Tires & inner tubes - wholesale  
Title abstracting services  
Tobacco & tobacco products - wholesale  
Tot lot or play lot  
Tourist courts, hotels, & motels  
Travel arranging services

Truck & automobile rental services  
Utility substations, pumping station, water reservoir & telephone exchange  
Upholstery, draperies, & curtains - retail  
Variety & discount stores - retail  
Vending machine operations - retail  
Veterinarian services  
Wallpaper, paint & glass - retail  
Warehousing & storage of household goods  
Watch, clock, & jewelry repair services  
Water well drilling services  
Welding & blacksmith services  
Welfare & charitable services  
Wine, beer, & alcoholic beverages - wholesale  
Wool & mohair - wholesale

Letter sent to property owners on Primrose Drive in Meadow Lane Subdivision that are in project # 3.

August 31, 2011

NAME  
ADDRESS  
GRAND ISLAND

Re: Drainage Ditches in and downstream from Meadow Lane Subdivision

A letter was sent to residents of the subdivision on July 11, 2011 to gauge interest in ditch drainage improvement projects for the subdivision. Your property is in an area of the subdivision where we are proceeding with a ditch cleaning project.

The letters and comments we received were taken into account by Hall County Roads Department staff to come up with an overall drainage improvement plan for the subdivision. The drainage improvement plan impacting the drainage of your property is shown on the attached map with improvements detailed below:

1. Project 1 on Shady Bend Road and Stolley Park Road. This project will improve drainage away from the subdivision north and east in the county road ditch.
  - a. A drainage improvement project will clean out the ditches downstream of the subdivision.
  - b. Ditch clean out for the south ditch of Stolley Park Road and the west ditch of Shady Bend Road should be completed by September 15<sup>th</sup>.
2. Project 3 on Primrose Drive: The proposed project is tentative pending completion of a topographic survey.
  - a. The project would clean out the ditches in the county road right-of-way adjacent to your property starting somewhere east of Goldenrod Drive and running east to Shady Bend Road. We have not conducted a detailed elevation survey, so we do not yet know if any driveway culverts will need to be changed; however, you will be contacted by phone or in person if your driveway culvert needs changed.

If you have any questions regarding the ditch work, please call us at 385-5126.

Sincerely,



Steven P. Riehle  
Hall County Engineer

cc: Hall County Board

Encl: 1-Project Map

Letter sent to property owners in Meadow Lane Subdivision that are in project # 2.

August 31, 2011

NAME  
ADDRESS  
GRAND ISLAND NE 68801

Re: Drainage Ditches in and downstream from Meadow Lane Subdivision

A letter was sent to residents of the subdivision on July 11, 2011 to gauge interest in ditch drainage improvement projects for the subdivision. Your property is in an area of the subdivision where we are proceeding with a ditch cleaning project.

The letters and comments we received were taken into account by Hall County Roads Department staff to come up with an overall drainage improvement plan for the subdivision. The drainage improvement plan impacting the drainage of your property is shown on the attached map with improvements detailed below:

1. Project 1 on Shady Bend Road and Stolley Park Road. This project will improve drainage away from the subdivision north and east in the county road ditch.
  - a. A drainage improvement project will clean out the ditches downstream of the subdivision.
  - b. Ditch clean out for the south ditch of Stolley Park Road and the west ditch of Shady Bend Road should be completed by September 15<sup>th</sup>.
2. Project 2 on Sunflower Drive, Roselawn Drive & Primrose Drive. Project 2 will improve drainage within the subdivision and especially east side of the Sunflower Drive cul-de-sac.
  - a. The elevation of the county culvert under Primrose Drive at Shady Bend Road will be evaluated and may need to be re-laid to improve drainage.
  - b. A drainage improvement project will clean out the ditches in the county road right-of-way adjacent to your property.
    - i. A few property owners were contacted in person or by phone regarding their driveway culvert that will be removed and re-laid to improve drainage.
    - ii. French drains will be built at the ends of the culverts to assist with complete drainage after a rainfall.
    - iii. If you were not contacted about your driveway culvert, it will not be changed.

- iv. The property owner will be responsible for adjusting or moving lawn sprinkler systems, and re-seeding or re-sodding the area. We are planning to disturb an area approximately 8' to 14' wide centered on the existing ditch and culvert line.
3. We anticipate starting this project on Monday, September 12, 2011 and have the work completed by Thursday, September 15<sup>th</sup>. Please use the time you have before September 12<sup>th</sup> to move or salvage lawn sprinkler heads and fittings that are located within the anticipated disturbed area described above.

If you have any questions regarding the ditch work, please call us at 385-5126.

Sincerely,

A handwritten signature in dark ink, reading "Steven P. Riehle". The signature is fluid and cursive, with the first name "Steven" and last name "Riehle" clearly legible.

Steven P. Riehle  
Hall County Engineer

cc: Hall County Board

Encl: 1-Project Map

Letter sent to property owners on Roselawn Drive in Meadow Lane Subdivision that are in project # 4.

August 31, 2011

NAME  
ADDRESS  
GRAND ISLAND NE 68801

Re: Drainage Ditches in and downstream from Meadow Lane Subdivision

A letter was sent to residents of the subdivision on July 11, 2011 to gauge interest in ditch drainage improvement projects for the subdivision. Your property is in an area of the subdivision where we are proceeding with a ditch cleaning project.

The letters and comments we received were taken into account by Hall County Roads Department staff to come up with an overall drainage improvement plan for the subdivision. The drainage improvement plan impacting the drainage of your property is shown on the attached map with improvements detailed below:

1. Project 1 on Shady Bend Road and Stolley Park Road. This project will improve drainage away from the subdivision north and east in the county road ditch.
  - a. A drainage improvement project will clean out the ditches downstream of the subdivision.
  - b. Ditch clean out for the south ditch of Stolley Park Road and the west ditch of Shady Bend Road should be completed by September 15<sup>th</sup>.
2. Project 4 along Roselawn Drive: This project is tentative pending completion of a topographic survey.
  - a. The tentative drainage improvement project would clean out the ditches in the county road right-of-way adjacent to the properties with very minimal impact to the ditch. We do not anticipate a ditch project that encompasses the removal and replacement of any driveways or driveway culverts.
  - b. We are proceeding with a ditch improvement project on the west side of Roselawn Drive, north of Sunflower Drive and if you feel that drainage from your property would be improved with a similar project on your side of the street, contact the highway department to request we proceed with project 4.
3. Project 5 for the cleaning of the drainage slough south of Subdivision: Hall County will survey the drainage slough south of your property. If cleanout



work is performed, Hall County will coordinate with the owners of the slough property adjacent to your property and as far downstream as land owners are willing to cooperate with a clean-out project.

If you have any questions regarding the ditch work, please call us at 385-5126.

Sincerely,

A handwritten signature in dark ink, reading "Steven P. Riehle". The signature is fluid and cursive, with the first name "Steven" and last name "Riehle" clearly legible.

Steven P. Riehle  
Hall County Engineer

cc: Hall County Board

Encl: 1 Project Map

Letter sent to property owners, all of Goldenrod Drive, some of Roselawn Drive, and almost every property in the Sunflower Drive cul-de-sac in the Meadow Lane Subdivision where the majority of the property owners were against a drainage improvement project in the county road right-of-way adjacent to their property.

August 25, 2011

NAME  
ADDRESS  
GRAND ISLAND, NE 68801

Re: Drainage Ditches in Meadow Lane Subdivision

A letter was sent to residents of the subdivision on July 11, 2011 to gauge interest in ditch drainage improvement projects for the subdivision.

An improvement project in the county road right-of-way adjacent to your property was not successful, so there will be no work in the county right-of-way adjacent to your property.

We are moving forward with drainage projects in other areas of the subdivision, so you will see some work in the area in September.

Sincerely,

A handwritten signature in dark ink, appearing to read "Steven P. Riehle". The signature is fluid and cursive, with the first name "Steven" being more prominent than the last name "Riehle".

Steven P. Riehle  
Hall County Engineer

SPR:jsh

cc: Hall County Board

Stolley Park Rd

Project 1

Shady Bend Rd

Project 1

WASHINGTON

Project 3

No Project

No Project

No Project

Project 2

Project 4

No Project

Project 5



Meadow Lane Drainage Projects

September 2011

Hall County Highway Department



An aerial photograph of a residential subdivision, likely Meadow Lane Subdivision, showing a grid of streets and individual lots. The image is used as a background for the title slide.

# Meadow Lane Drainage

Tuesday

November 21, 2017

Grand Island Community Meeting Room

An aerial photograph of a residential subdivision, likely Meadow Lane Subdivision, showing a grid of streets and individual lots. The image is used as a background for the content slide.

## Why We are here

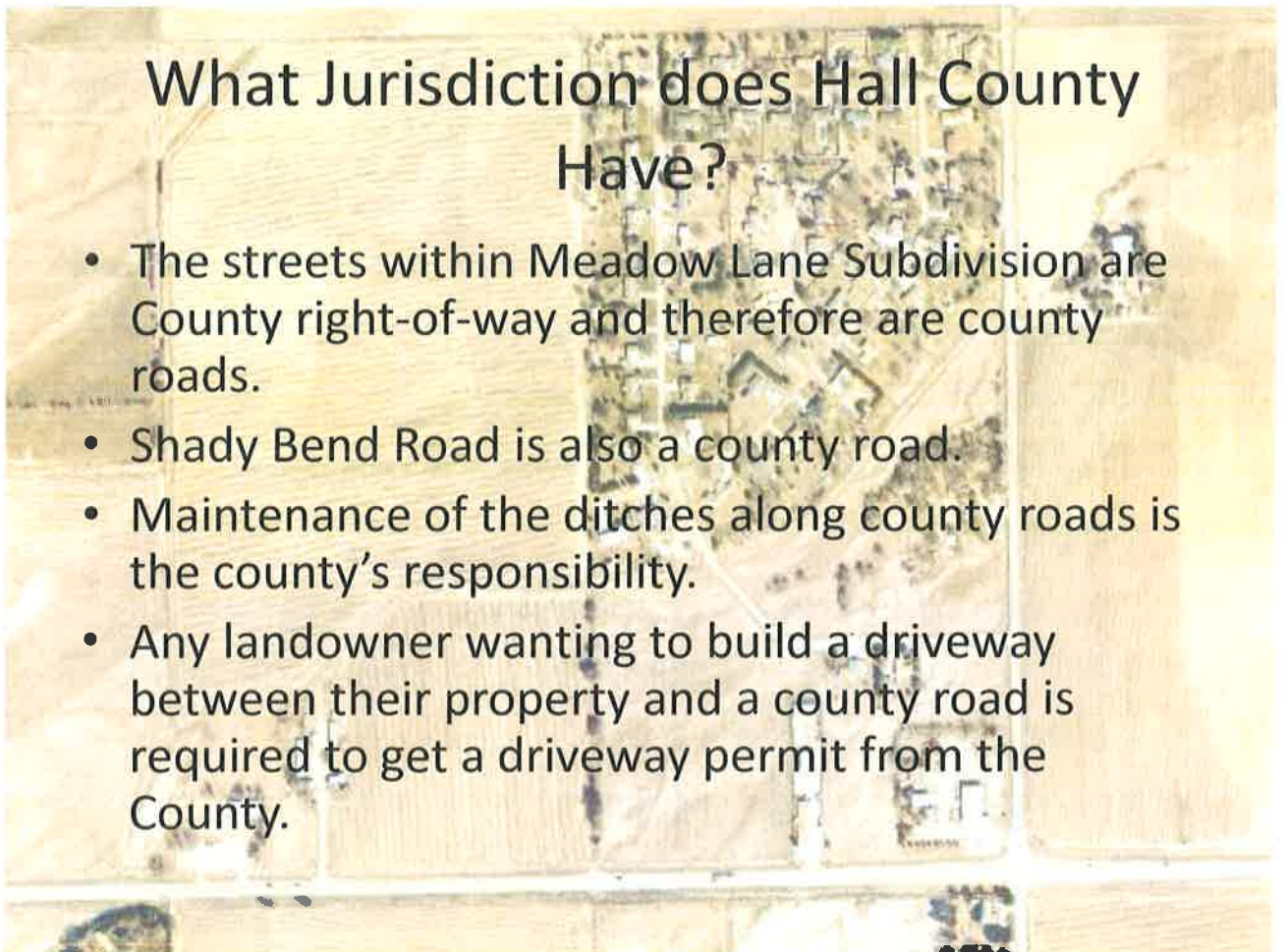
- The Regional Planning Commission (RPC) received a request to rezone property in the southwest corner of Meadow Lane Subdivision.
- The RPC heard concerns from a number of neighbors.
- The Grand Island City council sent the request back to the RPC so that drainage concerns could be better looked at.
- Thus we are here tonite!





## Zoning Jurisdiction

- The property being considered for re-zoning is outside the corporate limits for the City of Grand Island.
- But the property is within the Extra Territorial Jurisdiction (ETJ) for the city.
- The city ETJ covers
  - Zoning – Land Use
  - Building Permits



## What Jurisdiction does Hall County Have?

- The streets within Meadow Lane Subdivision are County right-of-way and therefore are county roads.
- Shady Bend Road is also a county road.
- Maintenance of the ditches along county roads is the county's responsibility.
- Any landowner wanting to build a driveway between their property and a county road is required to get a driveway permit from the County.



## Why do I need a Driveway Permit from the County?

- The City sets Zoning and will issue a building permit for the structure.
- The County will issue a driveway permit for the driveway.
  - We will determine if a culvert is needed.
  - We will size the culvert.
  - And many times, we will stake the flow line elevation for the culvert.

## What has Hall County done to help with Drainage?

- The county did some ditch cleanout work in the area in 2011
  - Project 2
    - Cleaned out east ditch of Sunflower Drive
    - Cleaned out west ditch of Roselawn Drive
    - Cleaned out south ditch of Primrose to Shady Bend Rd
  - Project 1
    - Cleaned out west ditch of Shady Bend Road up to Stolley Park Road
    - Cleaned out south ditch of Stolley Park Road for approx 3,000' east of Shady Bend Road





## What can Hall County do to Further help with Drainage

- Ditches along Conrad Drive haven't been cleaned out for quite some time (some say since 1994). We will clean out the Conrad Avenue ditches this winter or early spring 2018.
- The slough along the backside of the Meadow Lane Subdivision needs cleaned out.
  - The slough is private property, but the landowner has agreed to allow the slough to be cleaned out.
  - The property owner east of Shady Bend has also agreed to allow the ditch to be cleaned out through the pasture east of Shady Bend Road for approx 600'





## Longer Term Drainage Project

- Larger and more comprehensive drainage project:

- Project limits might be:

- WalMart to the west
    - Up to Gunbarrel to the East

- Partners would include

- Abutting property owners
    - Hall County
    - Central Platte Natural Resources District



## Drainage from further Development of Meadow Lane Subdivision

- We've been talking with the landowners about the possibility for on-site detention and green space in conjunction with the development of their property
- A detention cell can provide:
  - Ensure that post-development Q's are not more that pre-development Q's into the slough south of the subdivision
  - A buffer to the backyards of existing homes





Steve Riehle  
Hall County Engineer  
[SteveR@HallCountyNE.gov](mailto:SteveR@HallCountyNE.gov)  
Phone: (308) 385-5126

?’s



# City of Grand Island

Tuesday, December 19, 2017

Council Session

## Item F-1

**#9654 - Consideration of Request to Rezone Part of Lot 1 and all of Lot 2 of Proposed Meadow Lane Seventh Subdivision between Highway 34 and Goldenrod Drive and West of Shady Bend Road from LLR Large Lot Residential to B-2 General Business (Niedfelt Property Management, LLC)**

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9654

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of a tract of land comprised of Part of Lot One (1) and all of Lot Two (2) of Meadow Lane Seventh Subdivision in Hall County, Nebraska, from LLR Large Lot Residential to B2 General Business Zone; directing that such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on September 6, 2017, held a public hearing on the proposed zoning of such area; and

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

WHEREAS, after public hearing on September 26, 2017, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from LLR Large Lot Residential Zone to B2 General Business Zone:

Lot 1 except the northerly 124.44 feet of the easterly 27.36 feet of said Lot 1 and all of Lot 2 of Meadow Lane Seventh Subdivision in Hall County, Nebraska along with one half (½) of the adjoining street right of way

SECTION 2. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

Approved as to Form	☐ _____
October 18, 2006	☐ City Attorney

ORDINANCE NO. 9654 (Cont.)

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

Enacted: December 19, 2017

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Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, December 19, 2017

Council Session

## Item F-2

**#9672 - Consideration of Amendment to Chapter 22-151 and 22-153 of the Grand Island City Code Related to Motor Vehicle Fee**

Staff Contact: Renae Jimenez, Finance Director

# **Council Agenda Memo**

**From:** Jerry Janulewicz, City Attorney

**Meeting:** December 19, 2017

**Subject:** Amending the Annual Motor Vehicle Fee Schedule

**Presenter(s):** Jerry Janulewicz

## **Background**

On August 29, 2017 the City Council enacted Ordinance No. 9464, which imposes a motor vehicle fee on vehicles, operated within the city and are owned by persons residing and businesses located within the City. The ordinance included a fee schedule, effective November 1, 2017, establishing a \$22.50 fee for passenger cars and \$52.50 for commercial vehicles. Included within the motor vehicle registration classification of commercial vehicles are pick-up trucks commonly referred to as quarter ton, half ton, and three-quarter ton pick-ups.

Following the effective date of the motor vehicle fee, a number of complaints have been voiced concerning the fee imposed on pick-up trucks, as many are used as everyday common transportation for individuals and families much in the same manner as a mini-van or sedan. In light of the complaints, City Administration is proposing an amendment to the fee schedule for Council's consideration. The amending ordinance, if adopted, would place commercial vehicles licensed for 5 ton combined weight or less in the same fee schedule category as a passenger vehicle.

## **Discussion**

The amending ordinance, if adopted and enacted, would place pick-up trucks registered as 5 ton combined weight or less in the same fee schedule category as passenger vehicle. Also included in this category are "autocycles", which are three-wheeled vehicles equipped with roll bars, air bags, and seat belts

Finally, the proposed ordinance includes provisions for partial refunds of the motor vehicle fee if paid at the higher rate prior to the effective date of the new fee schedule. The new fee schedule would be effective March 1, 2018, to allow time for programming the change into the State's DMV registration program and sending out March renewal notices.

## **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 move to approve the Ordinance.

## **Sample Motion**

Move to approve Ordinance No. 9672.

ORDINANCE NO. 9672

An ordinance to amend Chapter 22 of the Grand Island City Code; to amend Article XIII, Sections 22-151 and 22-153, pertaining to an annual motor vehicle fee; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

WHEREAS, Pursuant to Nebraska Revised Statutes Section 18-1214, as amended, cities are authorized to impose an annual motor vehicle fee upon motor vehicles; and

WHEREAS, it is desirable to revise the current annual motor vehicle fee schedule and to provide for partial refund of fees as provided hereby.

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

SECTION 1. Chapter 22 Section 22-151 and 22-153 is amended to read as follows:

§22-151 Refund of Fee

1. Upon the transfer of ownership of any vehicle, the number of unexpired months remaining on the vehicle fee for street improvements paid pursuant to this chapter shall be credited or the money paid refunded to the transferor; provided, that when such vehicle is transferred within the same calendar month in which acquired, no refund shall be allowed for such month. Should such transferor acquire another vehicle at the time of such transfer, such transferor shall have the credit herein provided applied toward payment of the motor vehicle fee for street improvements then owing. Such vehicle fee, or any part of it, shall not be refunded for any cause or by any method except as prescribed ~~herein~~by § 22-151.
2. Partial refund of the City of Grand Island Motor Vehicle fee shall be paid by the City upon application and proof of payment of such fee for a registration period commencing prior to March 1, 2018 at an amount that exceeds the fee in effect commencing March 1,

Approved as to Form	☐ _____
December 13, 2017	☐ City Attorney



ORDINANCE NO. 9672 (Cont.)

2018. Partial refunds provided hereby shall equal the difference between the fee paid and the fee effective March 1, 2018. The City Finance Director may adopt such procedures, rules and forms necessary to implement this § 22-151(2).

§22-153 Fee Schedule

Commencing November 1, 2017, the fee provided for in this chapter shall be as follows:

Any motor vehicle registered as a motorcycle and any dealer motorcycle license plates .....	\$12.50
Any motor vehicle registered as a passenger car, farm truck (any tonnage) or minitruck and any dealer license plates .....	\$22.50
Any motor vehicle registered as a bus, commercial vehicle (any tonnage), or motor recreational vehicle .....	\$52.50

Commencing March 1, 2018, the fee provided for in this chapter shall be as follows:

<u>Any motor vehicle registered as a motorcycle and any dealer motorcycle license plates .....</u>	<u>\$12.50</u>
<u>Any motor vehicle registered as a passenger car, autocytle, farm truck (any tonnage), commercial vehicle 5 ton combined weight or less, or minitruck, and any dealer license plates (excluding dealer motorcycle plates).....</u>	<u>\$22.50</u>
<u>Any motor vehicle registered as a bus, commercial vehicle more than 5 ton combined weight, or motor recreational vehicle .....</u>	<u>\$52.50</u>

[the remainder of this page intentionally left blank.]

ORDINANCE NO. 9672 (Cont.)

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

SECTION 3. This ordinance shall be in force and take effect from and after its passage and publication as provided by law.

Enacted: December 19, 2017.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, December 19, 2017

Council Session

## Item F-3

**#9673 - Consideration of Sale of Property at 4808 Gold Core Drive**

Staff Contact: Tim Luchsinger, Jerry Janulewicz

# **Council Agenda Memo**

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

**Meeting:** December 19, 2017

**Subject:** Ordinance 9673 - Consideration of Sale of Property at  
4808 Gold Core Drive

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

## **Background**

In the 1980's, the Utilities Department purchased property east of Highway 281 between Schimmer Road and Wildwood Drive that would be later developed into the Platte Valley Industrial Park. All of this property has been sold to developers with the exception of approximately nine acres at 4808 Gold Core Road.

Request for Proposals for the purchase of this property have been issued several times over the last few years without resulting in a sale. A Request for Proposals for Real Estate Broker Services of City Owned Property at 4808 Gold Core Drive in Grand Island, Nebraska was issued and advertised in accordance with City procurement policies. One response was received from Tracy Babcock of Century 21 Da-Ly Realty, and a listing agreement with her was authorized by Council on December 12, 2017.

## **Discussion**

The property at 4808 Gold Core Road was listed for sale by Ms. Babcock on December 13, 2017 for \$300,000 through the multiple listing service and two offers were received as of the morning of December 14, 2017.

Discussions by our seller's agent with prospective buyer's agents advised that multiple offers were expected and any offers were to be the best and highest. The highest offer was by Lyne Realty, L.P., for \$325,000.00, conditional on performing environmental and boundary surveys by the buyer. Upon review of this offer, the listing agent, Legal, and Utilities staff recommend that this is the highest responsive bid for the property at 4808 Gold Core Road.

## **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 9673 and execution by the Mayor of the Farm, Ranch, and Land Purchase Agreement with Lyne Realty, L.P. of Fort Worth, Texas for the property at 4808 Gold Core Road.

## **Sample Motion**

Move to approve Ordinance 9673 and the execution by the Mayor of the Farm, Ranch, and Land Purchase Agreement with Lyne Realty, L.P. of Fort Worth, Texas for the property at 4808 Gold Core Road.







THIS IS A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.  
The REALTOR® negotiating this agreement is a member of the Nebraska REALTORS® Association  
And as such is governed by its Code of Ethics and Rules and Regulations.



## FARM, RANCH AND LAND PURCHASE AGREEMENT

Century 21 Da-Ly Realty 2514 S. Locust St. GI, NE 68801 December 13, 2017  
(Firm and Address) (date)

The undersigned, as Buyer, agrees to purchase the following Property (address) 4808 Gold Core Drive, GI NE 68803  
Legal Description: Platte Valley Industrial Park Third Sub to the City of Grand Island Lt 13  
9.029999 Acres

including all fixtures and equipment permanently attached to the Property provided Seller has a marketable title in fee simple. [ ] (initial) together with all mineral and water rights owned by Seller. [ ] (initial) Seller reserves all mineral and water rights. The only personal property included is as follows: Vacant Land

Seller agrees to furnish a title insurance policy insuring marketability and Buyer shall be furnished a current title insurance commitment by Seller. The cost of title insurance issued for this sale, if any, shall be equally divided between Buyer and Seller. Buyer has option of selecting or approving as selected by the Seller, the title insurance company. However, if Buyer and Seller agree, Seller may furnish an abstract of title certified to date in lieu of title insurance. If any defects in title are found in the abstract, Buyer agrees to furnish a copy of a written title opinion from Buyer's attorney showing the defects. Buyer agrees that should a valid title defect exist, Seller has a reasonable time to correct said defect. If the title defects are not cured within a reasonable time period, but not to exceed 30 days, the Buyer may declare this Agreement null and void, and the deposit shall be refunded.

Seller agrees to convey to Buyer by warranty deed or Equal free and clear of all liens, encumbrances, special assessments levied or assessed, except None and subject to all easements and restrictions or covenants now of record.

Price. Buyer agrees to pay \$ 325,000.00 DOLLARS, on the following terms: an earnest money deposit of \$ 10,000.00 at this time as shown by the receipt herein. If paid by check, it will be cashed. The earnest money deposit will be transferred to the listing broker on acceptance, if the selling broker is other than the listing broker. All monies shall be deposited in a trust account, to be held until the time of closing or until transferred to an escrow agent by agreement of Buyer and Seller. The balance of the purchase price shall be paid as shown in Paragraph(s) # #1 following:

#1 All Cash: Balance of \$ 315,000.00 shall be paid in cash, or by certified or cashier's check at time of delivery of deed, no financing being required.

#2 Conditional Upon Loan: Balance of \$ \_\_\_\_\_ shall be paid in cash, or by certified or cashier's check at time of delivery of deed, contingent upon Buyer's ability to obtain a loan, to be secured by first mortgage or deed of trust, on above described Property in the amount of \$ \_\_\_\_\_. Loan origination or service fees shall be paid by Buyer. Buyer agrees to make application for the loan within \_\_\_\_\_ days of acceptance of this offer, sign all papers, and pay all costs related to said loan. If the loan is not approved within \_\_\_\_\_ days of acceptance, this offer shall be null and void, and the deposit shall be returned to Buyer. If processing of the application has not been completed by the lending agency within the above time, such time limit shall be automatically extended until the lending agency has, in the normal course of its business, advised either approval or rejection.

#3 Seller Financing: Balance to be evidenced by \_\_\_\_\_ with Seller. Buyer to pay an additional cash payment, certified or cashiers check of \$ \_\_\_\_\_ at time of closing. The remainder of the purchase price, together with interest thereon at 0.000 % per annum shall be paid in \_\_\_\_\_ installments of \$ \_\_\_\_\_ for a period of \_\_\_\_\_ years. All other terms and conditions of the instruments shall be as mutually agreed upon. The instruments shall be prepared within \_\_\_\_\_ days after acceptance of this offer. Buyer's ☐, Seller's ☐ attorney shall prepare the instruments and cost of preparation shall be paid as follows:

Buyer's ☐, Seller's ☐ attorney shall review and approve all said instruments within \_\_\_\_\_ days of receipt.

Other Provisions: Real Estate taxes will be prorated, to the Buyer, to the date of closing. Earnest Money to be mailed to Century 21 Da-Ly Realty office upon acceptance of Purchase Agreement. This offer is subject to the Buyer's sole opinion of a satisfactory Phase 1 Environmental Survey and a Boundary Survey at Buyer's expense.

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WS  
Buyer: \_\_\_\_\_ / \_\_\_\_\_ Seller: \_\_\_\_\_ / \_\_\_\_\_

CENTURY 21 Da-Ly Realty South, 2514 S Locust St Grand Island NE 68801  
Phone: 308-384-1101 Fax: 308-384-9647 Sheila Reed

Lyne Realty, LP

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)





SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
**City of Grand Island**

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

SELLERS' limited agent is \_\_\_\_\_ {agent} of **Century 21 Da-Ly Realty** [company]  
**Tracy Babcock**

STATE OF **Nebraska** \_\_\_\_\_ )

) SS:

COUNTY OF **Hall** \_\_\_\_\_ )

The foregoing purchase agreement was acknowledged before me on \_\_\_\_\_ , \_\_\_\_\_ ,  
by \_\_\_\_\_ .

\_\_\_\_\_  
Notary Public

#### RECEIPTS FOR FULLY EXECUTED PURCHASE AGREEMENT

Buyer acknowledges receipt of executed copy of this agreement and the SID statement required by Neb. Rev. Stat. §31-727.03, if applicable.

\_\_\_\_\_  
(Buyer)  
**Lyne Realty, L.P.**

Date \_\_\_\_\_

\_\_\_\_\_  
(Buyer)

Date \_\_\_\_\_

Seller acknowledges receipt of executed copy of this agreement.

\_\_\_\_\_  
(Seller)  
**City of Grand Island**

Date \_\_\_\_\_

\_\_\_\_\_  
(Seller)

Date \_\_\_\_\_

#### BUYER PLEASE NOTE

At closing Buyer is required to have cash or certified or cashier's check for the balance of his payments.

#### SELLER PLEASE NOTE

Upon termination of Seller's insurance at closing, Seller should insure all personal property remaining on the premises prior to delivery of possession.



# Estimated Real Estate Closing Statement Seller's Settlement Sheet



DA-LY REALTY

Date Prepared December 14, 2017

4808 Gold Core Drive, Grand Island, NE

Property 68801Name of Seller City of Grand IslandEstimated Closing Date February 20, 2018SALES PRICE \$ 325,000.00

## LESS SELLING EXPENSES:

Discount Points - Fees \$ \_\_\_\_\_

Cost of Title Insurance 1/2 of \$1065 532.50

Recording Fees - Mortgage Release \_\_\_\_\_

State Documentary Tax (\$ 2.25 /1000) 731.25

Deed Preparation \_\_\_\_\_

Escrow Closing Fee 1/2 of \$300 150.00

Termite Inspection Fee (VA Loan) \_\_\_\_\_

Termite Treatment \_\_\_\_\_

Prepayment Penalty \_\_\_\_\_

Warehouse &amp; Tax Service Fees (NIFA Loan) \_\_\_\_\_

Home Warranty \_\_\_\_\_

Seller Repairs \_\_\_\_\_

( ) Homeowner's Assn Fee ( \_\_\_\_\_ days at \$ 0.00 /day) \_\_\_\_\_Other Century 21 admin fee 100.00

Other \_\_\_\_\_

## PROFESSIONAL SERVICE FEES:

Listing Broker 5% commission 16,250.00

Selling Broker \_\_\_\_\_

TOTAL SELLING EXPENSES \$ 17,763.75

## OTHER COSTS:

Mortgage Balance \_\_\_\_\_

Interest to Closing ( \_\_\_\_\_ days at \$ 0.00 /day) \_\_\_\_\_

TOTAL MORTGAGE PAYOFF \$ \_\_\_\_\_

## TAXES:

Prior Years \_\_\_\_\_

Current Year ( \_\_\_\_\_ days at \$ 0.00 /day) \_\_\_\_\_

Special Assessments \_\_\_\_\_

TOTAL \_\_\_\_\_

(Escrow refund may be direct from loan company after closing.)

TOTAL TAXES &amp; OTHER LIENS \$ \_\_\_\_\_

APPROXIMATE FINAL NET \$ 307,236.25

**Remarks:** Seller agrees to pay all outstanding utility bills. Seller authorizes Listing Firm to disclose pertinent details of the above transaction. The above estimated closing statement, prepared by the Listing Firm, has been received, read and approved by the undersigned.

Copy received by:

Prepared by:

City of Grand Island

Date

Tracy Babcock

Date

Date

(RETAIN FOR INCOME TAX PURPOSES)

CENTURY 21 Da-Ly Realty South, 2514 S Locust St Grand Island NE 68801  
Tracy BabcockProduced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

Phone: 308-384-1101

Fax: 308-384-9647

City of Grand Island

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### ORDINANCE NO. 9673

An ordinance approving a Purchase - Sale Agreement for the conveyance of property between the City of Grand Island (“City”) and Lyne Realty, L.P., 2201 Scott Avenue, Fort Worth, Texas (“Purchaser”); providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; and 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 Purchase - Sale Agreement between City and Purchaser is hereby approved and authorized with respect to City’s conveyance to Purchaser the following described real estate located at 4808 Gold Core Drive, Grand Island, to wit:

Platte Valley Industrial Park Third Subdivision to the City of Grand Island, Lot 13, Hall County, Nebraska (the “Property”).

Approved as to Form	☐ _____
December 15, 2017	☐ City Attorney

## ORDINANCE NO. 9673 (Cont.)

SECTION 2. In consideration for such conveyance the Purchaser shall pay \$325,000 cash consideration at closing and, as additional consideration the Purchaser will be responsible for the cost of recording the deed, and one-half of the costs for the title insurance and closing costs. Conveyance of the real estate above described shall be by warranty deed pursuant to the terms and conditions of the Farm, Ranch and Land Purchase Agreement between City and Purchaser.

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. 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 petition against such conveyance is 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 city 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 5. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

SECTION 6. This ordinance shall be in force and take effect from and after its passage and publication in one issue of the Grand Island Independent as provided by law.

ORDINANCE NO. 9673 (Cont.)

Enacted: December 19, 2017.

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Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, December 19, 2017**

**Council Session**

## **Item G-1**

### **Approving Minutes of December 12, 2107 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

December 12, 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 December 12, 2017. Notice of the meeting was given in *The Grand Island Independent* on December 6, 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, Linna Dee Donaldson, Vaughn Minton, Roger Steele, and Mike Paulick. Councilmember Michelle Fitzke was 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 Shelby Hees.

INVOCATION was given by Pastor John Hayes, Grace Baptist Church, 1115 South Vine Street followed by the PLEDGE OF ALLEGIANCE.

SPECIAL ITEMS:

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

Councilmember Haase nominated Councilmember Minton.

City Clerk RaNae Edwards called for the ballots. It was reported that Councilmember Minton had received 9 votes. Mayor Jensen declared Councilmember Minton Council President for 2018.

PUBLIC HEARINGS:

Public Hearing on Temporary Construction Occupancy Agreement for Water Main District 471T at 380 E. Hwy. 34 (Brian and Janel Laub). Public Works Director John Collins reported that Water Main District 471T had been designed to construct a water main along and under Highway 34. An Agreement for Temporary Construction Occupancy in the amount of \$2,500.00 would be used by the City for the purposes related to the construction work for the Water Main District along and under Highway 34. Staff recommended approval. No public testimony was heard.

Public Hearing on Annual Report by the Grand Island Area Economic Development Corporation/Citizen Advisory Review Committee on the Economic Development Program Plan. Jeff Vinson, Chairman of the Citizen Advisory Review Committee (CARC) stated the CARC

had met and recommended approval of the EDC Annual Report. Dave Taylor, president of Grand Island Area Economic Development Corporation (GIAEDC) gave the annual report. Staff recommended approval. Ray O'Connor, 611 Fleetwood Road spoke in support. No further public testimony was heard.

Public Hearing on One & Six Year Street Improvement Plan. Public Works Director John Collins reported that the One & Six Year Street Improvement Plan consisted of the transportation projects in the Capital Improvement Program and was mandatory by State Law as part of the requirements to receive approximately five million dollars of state gas tax funds each year. Staff recommended approval. Greg Baxter, 4444 West 13<sup>th</sup> Street spoke of concerns with the intersection at 13<sup>th</sup> Street and North Road. No further public testimony was heard.

Public Hearing on Acquisition of Permanent Easements for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T (L & P Investments, LLC and Schwarz). Public Works Director John Collins reported that a public utility easement was needed to accommodate extension of sanitary sewer to the West Stolley Park Road and Engleman Road area. The public utility easements would allow for the construction, operation, maintenance, extension, repair, replacement, and removal of material within the easement. Staff recommended approval. No public testimony was heard.

CONSENT AGENDA: Motion by Paulick, second by Donaldson to approve the Consent Agenda. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of November 28, 2107 City Council Regular Meeting.

#2017-340 - Approving Bid Award - Water Main Project 2018-W-1 - 17th Street between Broadwell Avenue and Elm Street with Myers Construction, Inc. of Broken Bow, Nebraska in an Amount of \$368,123.84.

#2017-341 - Approving Temporary Construction Occupancy Agreement for Water Main District 471T at 380 E. Hwy. 34 (Brian and Janel Laub).

#2017-342 - Approving Engineering Services for the Cost of Service Study, Biennial Report and Integrated Resources Plan with JK Energy Consulting of Lincoln, Nebraska in an Amount of \$61,500.00.

#2017-343 - Approving Purchase of Cooling Tower Chemicals for Platte Generating Station with Water Engineering of Mead, Nebraska in an Amount of \$.8000 per pound of solution.

#2017-344 - Approving Century 21 Da-Ly Realty of Grand Island, Nebraska for Real Estate Broker Services for the Sale of 4808 Gold Core Drive.

#2017-345 - Approving Proposal Award for Underpass Walkway Cleaning - Sycamore Street, East Eddy Street & West Eddy Street with C & C Powerwashing & Detail, Inc. of Grand Island, Nebraska in an Amount of \$25.00 per walkway for cost of Powerwashing with disinfection and \$25.00 per walkway for cost of signage for closing walkway.

#2017-346 - Approving Bid Award for Chip Seal Project No. 2018-CS-1 with Topkote, Inc. of Yankton, South Dakota in an Amount of \$134,577.50.



#2017-347 - Approving Maintenance Agreement No. 12 Renewal with the Nebraska Department of Transportation or Calendar Year 2018.

#2017-348 - Approving Amendment No. 1 with HDR Engineering, Inc. of Omaha, Nebraska for Wastewater Treatment Plant Laboratory, Operations Control Center, and Administrative Building Renovation Consulting Services for Project No. 2017-WWTP-2 for an Increase of \$220,289.00 and a Revised Agreement Amount of \$277,289.00.

#2017-349 - Approving Acquisition of Permanent Easements for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T (L & P Investments, LLC and Schwarz).

#2017-350 - Approving Temporary Construction Easements for West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T (L & P Investments, LLC and Schwarz).

RESOLUTIONS:

#2017-351 - Consideration of Approving the One & Six Year Street Improvement Plan. This item was related to the aforementioned Public Hearing. Staff recommended approval.

Motion by Minton, second by Hehnke to approve Resolution #2017-351. Upon roll call vote, all voted aye. Motion adopted.

#2017-352 - Consideration of Approving the Annual Report by the Grand Island Area Economic Development Corporation/Citizen Advisory Review Committee on the Economic Development Program Plan. This item was related to the aforementioned Public Hearing. Staff recommended approval.

Motion by Donaldson, second by Stelk to approve Resolution #2017-352. Upon roll call vote, all voted aye. Motion adopted.

#2017-353 - Consideration of Approving Funding for Grand Island Area Economic Development Corporation. Economic Development President Dave Taylor presented the application for funding \$350,000 to the Grand Island Area Economic Development Corporation.

Motion by Stelk, second by Hehnke to approve Resolution #2017-353. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 7:53 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, December 19, 2017**

**Council Session**

## **Item G-2**

### **Approving Councilmember Appointments to Boards and Commissions**

**Staff Contact: Mayor Jeremy Jensen**

# **Council Agenda Memo**

**From:** Mayor Jeremy L. Jensen

**Meeting:** December 19, 2017

**Subject:** Approving Councilmember Appointments to Boards and Commissions for 2018

**Presenter(s):** Mayor Jeremy Jensen

## **Background**

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

## **Discussion**

The following appointments have been submitted by the Mayor for approval. These appointments will become effective January 1, 2018 and will expire on December 31, 2018:

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

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

### **Alternatives**

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

1. Move to approve the appointments of Councilmember's to Board and Commissions
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve the recommendation of the Mayor.

### **Sample Motion**

Move to approve the appointments of Councilmember's to the Boards and Commissions for 2018 as recommended by the Mayor.



# City of Grand Island

Tuesday, December 19, 2017

Council Session

## Item G-3

### Approving Re-Appointments to the Electrical Board

*The following individuals have expressed their willingness to serve on the City of Grand Island Electrical Board for the year 2018. Denise Kozel, Master Electrician; Kent Sundberg, Journeyman Electrician; Dave Kunze, Utility Department Representative; Terry Klanecky, General Public Representative; Kurt Griess and Craig Lewis, Building Department as Ex-Officio members. The above recommendations are made in compliance with the Grand Island City Code. These appointments would become effective January 1, 2018 upon approval by the City Council and would expire on December 31, 2018.*

Staff Contact: Mayor Jeremy Jensen



Working Together for a  
Better Tomorrow. Today.

DATE: December 1, 2017  
 TO: Mayor Jensen and City Council  
 FROM: Craig A. Lewis, Building Department Director *CA*  
 RE: Appointments to the Electrical Board

The following individuals have been contacted and have indicated their willingness to serve on the Electrical Board of the City of Grand Island for the year 2018.

<u>Representing</u>	<u>Name/Address</u>	<u>Employed</u>
Master Electrician	Denise Kozel PO Box 2271 Grand Island, NE 68802	Tri-City Electric
Journeyman Electrician	Kent Sundberg 605 G St Aurora NE 68818	Middleton Electric
Utility Department	Dave Kunze 3720 W State St Apt A-3 Grand Island NE 68803	City of G. I.
General Public	Terry Klanecky 2116 Topeka Circle Grand Island, NE 68803	Crescent Electric
Building Inspection (Ex-Officio)	Kurt Griess 100 E 1 <sup>st</sup> St Grand Island NE 68801	City of Grand Island Building Department
Building Inspection (Ex-Officio)	Craig Lewis 100 E 1 <sup>st</sup> St Grand Island, NE 68801	City of Grand Island Building Department

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



# City of Grand Island

Tuesday, December 19, 2017

## Council Session

### Item G-4

#### **Approving Re-Appointments to the Mechanical Examining Board**

*The following individuals have expressed their willingness to serve on the City of Grand Island Mechanical Examining Board for the year 2018. Dennis Placke, Local Gas Company Representative; Greg Geis, Contracting Mechanical; Rob Kayl, Master Mechanical; Mike Myers, Master Mechanical; Todd Bredthauer, Journeyman Mechanical; Loren Peterson, Community Member; Russ Shaw and Craig Lewis, Building Department as Ex-Officio members. The above recommendation is made in compliance with the Grand Island City Code and approval is requested. These appointments would become effective January 1, 2018 upon approval by the City Council and would expire on December 31, 2018.*

Staff Contact: Mayor Jeremy Jensen





*Working Together for a  
Better Tomorrow. Today.*

DATE: December 12, 2017

TO: Mayor Jensen and City Council

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

RE: Appointment to the Mechanical Examining Board

The following men have been contacted and have indicated their willingness to serve on the Mechanical Examining Board of the City of Grand Island for the year 2018.

<u>Representing</u>	<u>Name/Address</u>	<u>Employed</u>
Local Gas Company	Dennis Placke 515 W 3 <sup>rd</sup> St Grand Island NE 68801	Northwestern
Contracting Mechanical	Greg Geis 1415 S Webb Rd Grand Island NE 68803	Island Indoor Climate
Master Mechanical	Rob Kayl 11325 S Stuhr Rd Doniphan NE 68832	Kayl Heating & AC
Master Mechanical	Mike Myers 318 E Capital Ave Grand Island NE 68801	Myers Heating & Air
Journeyman Mechanical	Todd Bredthauer PO Box 484 Grand Island NE 68802	Jerry's Sheet Metal
Community Member	Loren Peterson 4136 Buckingham Dr Grand Island NE 68803	
Building Department (Ex-Officio)	Russ Shaw 100 E 1 <sup>st</sup> St Grand Island NE 68801	City of Grand Island Building Department
Building Inspection (Ex-Officio)	Craig Lewis 100 E 1 <sup>st</sup> St Grand Island NE 68801	City of Grand Island Building Department

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



# City of Grand Island

Tuesday, December 19, 2017

Council Session

## Item G-5

### Approving Re-Appointments to the Plumbers Examining Board

*The following individuals have expressed their willingness to serve on the City of Grand Island Plumbers Examining Board. Verne Penas, Master Plumber; Mike Bailey, Master Plumber; Jennifer Herman, Community Member; and David Scoggins, Plumbing Inspector for the Building Department - Ex Officio. The above recommendation is made in compliance with the Grand Island City Code and approval is requested. These appointments would become effective January 1, 2018 upon approval by the City Council and would expire on December 31, 2019.*

Staff Contact: Mayor Jeremy Jensen



Working Together for a  
Better Tomorrow Today.

DATE: December 1, 2017

TO: Mayor Jensen & City Council

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

RE: Appointments to the Plumbing Board

The following people have been contacted and have indicated their willingness to serve on the Plumbing Board of the City of Grand Island for a two-year term expiring December 31, 2019.

<u>Term</u>	<u>Representing</u>	<u>Name/Address</u>	<u>Employed</u>
2 yr. 2018-19	Master Plumber	Verne Penas 2513 Pioneer Blvd. Grand Island, NE 68801	PlumBest, Inc
2 yr. 2018-19	General Public	Jennifer Herman 13531 W. White Cloud Rd. Cairo, NE 68824	Herman Plumbing
2 yr. 2018-19	Master Plumber	Mike Bailey 7388 W Abbott Rd Grand Island, NE 68803	Mike's Backhoe & Sewer Serv.
	Building Inspection (Ex-Officio)	David Scoggins 103 W. 22 <sup>nd</sup> St. Grand Island, NE 68801	City of G. I. Building Department

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



# City of Grand Island

Tuesday, December 19, 2017

Council Session

## Item G-6

**#2017-257 - Approving Final Plat and Subdivision Agreement for Meadow Lane Seventh Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** December 19, 2017

**Subject:** Meadow Lane 7<sup>th</sup> Subdivision – Final Plat

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

## **Background**

This property is located north of Highway 34 and west of Shady Bend Road in the two-mile jurisdiction of the City of Grand Island, in Hall County, Nebraska. It consists of 6 lots and 11.68 acres.

## **Discussion**

Drainage issues were of particular concern with this subdivision and the associated rezoning application. The rezoning application was referred back to the Planning Commission by the Grand Island City Council at their meeting on September 6<sup>th</sup>. Council was particularly interested in having the Planning Commission look at the drainage issues and make a recommendation on potential solutions.

The plat for Meadow Lane 7<sup>th</sup> Subdivision, Final Plat was considered by the Regional Planning Commission at the September 6, 2017 meeting.

A motion was made by Ruge and seconded by Apfel to approve the plat as presented.

A roll call vote was taken and the motion passed with 11 members present and voting in favor (Apfel, Allan, O'Neill, Ruge, Maurer, Robb, Rainforth, Rubio, Sears, Randone and Kjar) and one member voting no (Monter) and no members abstaining.

At the December 6 meeting of the Regional Planning Commission the Commission heard more than an hour of discussion regarding drainage at this subdivision including reports from Steve Riehle, the Hall County Engineer, the developers and what they are willing to do to mitigate impacts to the drainage and a variety of neighbors. The County will be cleaning the ditches along this property and a neighboring property owner Steven Spaulding, has offered the County a drainage easement to maintain the slough across the north end of his property. Planning Commission heard the testimony and proposed solutions and added the following recommendations to be included in the subdivision agreement with the developer.

A motion was made by Ruge and seconded by Kjar to stipulate that the subdivision agreement for the Meadow Lane 7<sup>th</sup> Subdivision (which the commission approved September 6, 2017) include a prohibition on a commercial driveway onto Conrad Drive and that green space be set aside on Lot 2 to accommodate the size and design of a water retention cell that meets the approval of the county engineer.

The motion carried with nine members in favor (Apfel, Allan, O'Neill, Ruge, Maurer, Robb, Monter, Rubio and Kjar) and no members voting no and one abstaining (Hendricksen.)

### **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**

Niedfelt Property Management LLC  
PO Box 1445  
Grand Island, NE 68802

To create 6 lots located north of Highway 34 and west of Shady Bend Road, in the two-mile zoning jurisdiction of the City of Grand Island, in Hall County, Nebraska.

**Size:** 11.68 acres

**Zoning:** LLR Large Lot Residential and B-2 – General Business (proposed)

**Road Access:** County Roads and State Highway is available.

**Water Public:** City water is not available.

**Sewer Public:** City sewer is not available.





## HALL COUNTY HIGHWAY DEPARTMENT

2900 WEST 2<sup>nd</sup> ST, GRAND ISLAND, NE 68803-5263

[www.hallcountyne.gov](http://www.hallcountyne.gov)

PHONE: (308) 385-5126 FAX: (308) 381-6486

CASEY C SHERLOCK, R.L.S.

County Surveyor / Public Works Director

[caseys@hallcountyne.gov](mailto:caseys@hallcountyne.gov)

July 5, 2017

Chad Nabity, Director  
Regional Planning Commission  
100 East 1<sup>st</sup> Street  
Grand Island, Nebraska 6880

Re: Rezoning of Lots 1, 2 & 3 of Meadow Lane 6<sup>th</sup> Subdivision

Thank you for the notice regarding tonight's public hearing on a request to rezone the above property from LLR: Large Lot Residential to B-2: General Business Zone.

We have a concern regarding the zoning change and potential impact on the current and future surfacing of Conrad Drive.

- A good portion of Conrad Drive abutting the subdivision is asphaltic concrete surfacing.
- The easterly approximately 50 feet of Conrad Drive abutting the subdivision is gravel surfacing.
- Conrad Drive east of the subdivision to Shady Bend Road is also gravel surfacing.

We anticipate creation of a county paving assessment district to convert the gravel portion of Conrad Drive to asphaltic concrete at some time in the future. We haven't worked through specifics on a paving district such as creation, cost, protests, schedule, etc, but would anticipate possible creation of a district in the next few years.

Neither the current asphaltic concrete surfacing, current gravel surfacing or future asphaltic concrete surfacing on Conrad Drive is or will be sufficient to support commercial traffic. For these reasons, the Hall County Highway Department will not approve permits for commercial driveways serving the properties from Conrad Drive. Commercial access to Lots # 1 & # 3 should be via access easements across Lot # 2 to the existing un-restricted access to US Highway 34 at the southwest corner of Lot # 2.

Please feel free to contact our office if you have any questions.

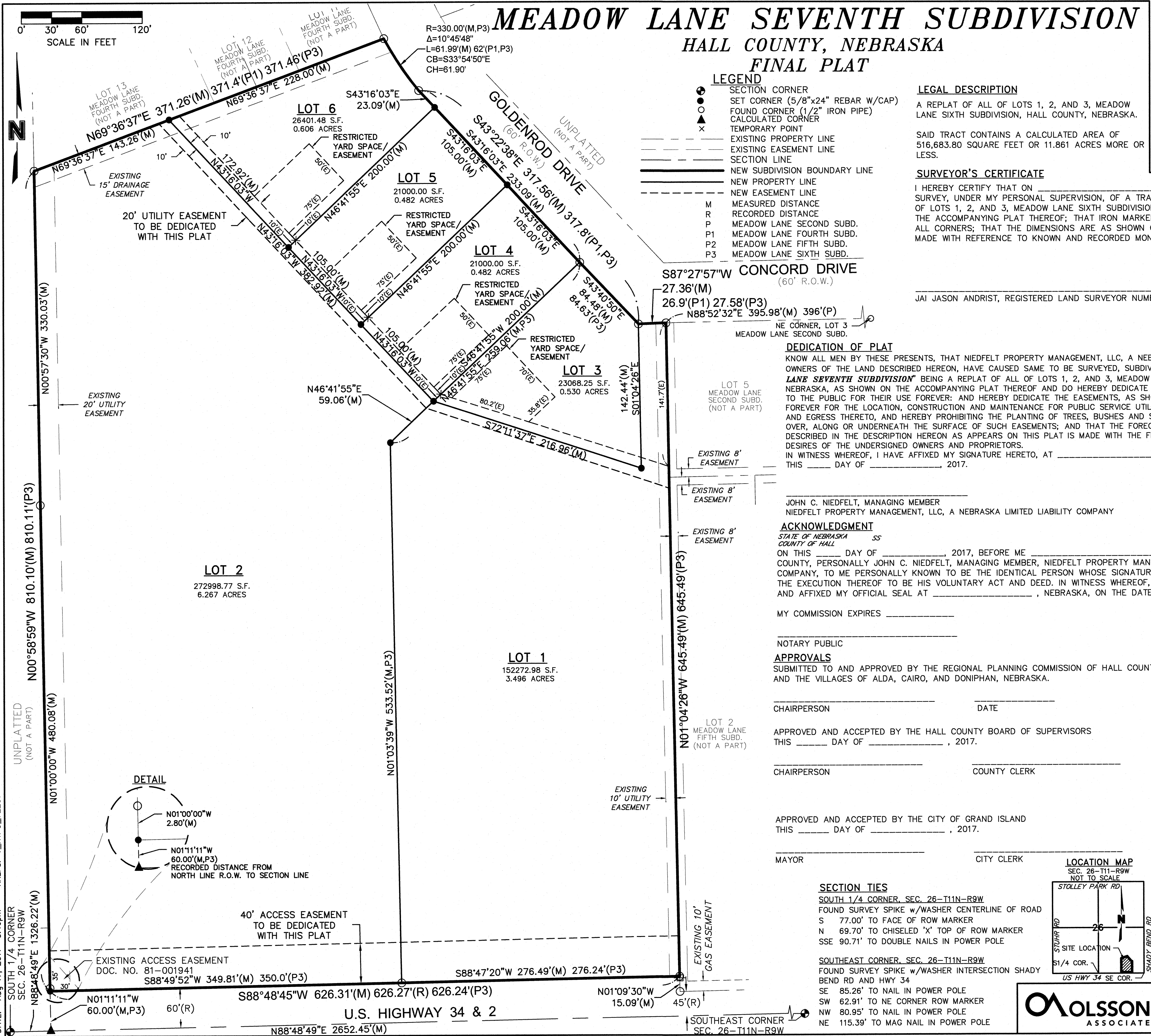
Sincerely,

A handwritten signature in blue ink that reads "Steven P. Riehle". The signature is written in a cursive, flowing style.

Steven P. Riehle  
Hall County Engineer

cc: Casey Sherlock, Hall County Surveyor/Director of Public Works





RESOLUTION 2017-257

WHEREAS Niedfelt Property Management, being the owner of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as "MEADOW LANE SEVENTH SUBDIVISION", a subdivision being all of Lots One (1), Two (2) and Three (3) of Meadow Lane Sixth Subdivision, in the two-mile extraterritorial jurisdiction of 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 MEADOW LANE SEVENTH 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, December 19, 2017.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	by _____
December 15, 2017	City Attorney



# City of Grand Island

Tuesday, December 19, 2017

Council Session

## Item G-7

**#2017-354 - Approving Authorization for Emergency Sanitary  
Sewer Repair at 1st Street and Plum Street**

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

# **Council Agenda Memo**

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** December 19, 2017

**Subject:** Approving Authorization for Emergency Sanitary Sewer Repair at 1<sup>st</sup> Street and Plum Street

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

## **Background**

Emergency sanitary sewer repairs were needed for a sanitary sewer manhole at 1<sup>st</sup> Street and Plum Street. During routine sanitary sewer main flushing/cleaning it was found that the City's sanitary sewer manhole had collapsed.



## **Discussion**

Van Kirk Bros. Contracting of Sutton, Nebraska was hired by providing a quote of \$26,349.00 for the sanitary sewer manhole repair at 1<sup>st</sup> Street and Plum Street.

Other quotes solicited-

- Diamond Engineering of Grand Island, Nebraska = \$50,250.00
- Starostka Group Unlimited, Inc. = \$66,922.00

Since the total is over \$20,000.00 council approval is necessary. Permission is requested to use the emergency procurement procedures as outlined in Section 27-13 of the City Code.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve usage of the City's Emergency Procurement Procedures and pass a resolution authorizing payment to Van Kirk Bros. Contracting of Sutton, Nebraska in the total amount of \$26,349.00 for the necessary sanitary sewer manhole repair.

### **Sample Motion**

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

RESOLUTION 2017-354

WHEREAS, the Wastewater Division of the Public Works Department needed to perform an emergency sanitary sewer manhole repair at 1<sup>st</sup> Street and Plum Street; and

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

WHEREAS, Van Kirk Bros. Contracting of Sutton, Nebraska has been hired to do said repairs, with a total quote of \$26,349.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the sanitary sewer manhole repair performed by Van Kirk Bros. Contracting of Sutton, Nebraska at 1<sup>st</sup> Street and Plum Street, in the total amount of \$26,349.00 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 19, 2017.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
December 15, 2017	▣ City Attorney



# City of Grand Island

Tuesday, December 19, 2017

Council Session

## Item G-8

**#2017-355 - Approving State Bid Award of Chip Seal Aggregate  
for Chip Seal Project No. 2018-CS-1**

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

# **Council Agenda Memo**

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** December 19, 2017

**Subject:** Approving State Bid Award of Chip Seal Aggregate for Chip Seal Project No. 2018-CS-1

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

## **Background**

On December 12, 2017, via Resolution No. 2017-346, City Council awarded Chip Seal Project No. 2018-CS-1 to Topkote, Inc. of Yankton, South Dakota in the amount of \$134,577.50. This project will allow for a chip seal on southbound driving lanes, and left turn bays, of South Locust Street from approximately  $\frac{3}{4}$  miles south of US Highway 34 to approximately  $\frac{1}{2}$  mile north of Interstate 80.

The bid solicitation notified potential bidders the City would procure the chip seal aggregate through the State of Nebraska procurement process.

Chip Seal is the sprayed application of asphaltic material with a covering of aggregate.

## **Discussion**

The chip seal aggregate specifications awarded under State of Nebraska contract #14754 OC meet all of the requirements of the City of Grand Island. Trinity Lightweight dba TRNLWB, LLC of Boulder, Colorado submitted a bid with no exceptions in the amount of \$63.16 per cubic yard. Chip Seal Project No. 2018-CS-1 requires 370.00 cubic yards of chip seal aggregate to facilitate the project, resulting in an amount of \$23,369.20 for such purchase.

## **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 370.00 cubic yards of chip seal aggregate from Trinity Lightweight dba TRNLWB, LLC of Boulder, Colorado in the total amount \$23,369.20.

### **Sample Motion**

Move to approve the purchase.

RESOLUTION 2017-355

WHEREAS, on December 12, 2017, via Resolution No. 2017-346, City Council awarded Chip Seal Project No. 2018-CS-1 to Topkote, Inc. of Yankton, South Dakota in the amount of \$134,577.50; and

WHEREAS, such bid solicitation notified potential bidders the City would procure the chip seal aggregate through the State of Nebraska procurement process; and

WHEREAS, the chip seal aggregate specifications awarded under State of Nebraska contract #14754 OC meet all of the requirements of the City of Grand Island; and

WHEREAS, Trinity Lightweight dba TRNLWB, LLC of Boulder, Colorado submitted a bid with no exceptions in the amount of \$63.16 per cubic yard; and

WHEREAS, Chip Seal Project No. 2018-CS-1 requires 370.00 cubic yards of chip seal aggregate to facilitate the project, resulting in an amount of \$23,369.20 for such purchase.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of 370.00 cubic yards of chip seal aggregate from Trinity Lightweight dba TRNLWB, LLC of Boulder, Colorado in the total amount \$23,369.20 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 19, 2017.

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

Attest:

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

Approved as to Form	▣ _____
December 15, 20172	▣ City Attorney



# City of Grand Island

Tuesday, December 19, 2017

Council Session

## Item G-9

**#2017-356 - Approving Certificate of Final Completion for the Construction of North Interceptor II; Project No. 2013-S-4**

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

# **Council Agenda Memo**

**From:** Keith Kurz PE, Assistant Public Works Director

**Meeting:** December 19, 2017

**Subject:** Approving Certificate of Final Completion for the Construction of North Interceptor II; Project No. 2013-S-4

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

## **Background**

S.J. Louis Construction, Inc. of Rockville, Minnesota was awarded a \$21,479,537.50 contract by the City Council on September 9, 2014, via Resolution No. 2014-284 for the construction of North Interceptor II; Project No. 2013-S-4.

On February 10, 2015, via Resolution No. 2012015-39, City Council approved Change Order No. 1 which established new unit prices for installed storm and sanitary sewers which are embedded with native sand material in lieu of the imported granular embedment specified in the contract documents.

On March 24, 2015, via Resolution No. 2015-74, City Council approved Change Order No. 2, for a contract reduction of \$210,003.48, and changed the methodology of the trenchless crossing from micro tunneling to a direct jacked tunnel using a tunnel boring machine at both Broadwell Avenue / Capital Avenue and Webb Road / Northwest Crossings property at Capital Avenue. Such change order resulted in a revised contract amount of \$21,269,534.02.

On June 23, 2015, via Resolution No. 2015-160, City Council approved Change Order No. 3, which addressed unknown and unplanned restraint at an existing 18" waterline that crosses Capital Avenue just east of Webb Road; additional storm sewer east of St. Paul Road as needed to fill in a portion of the utility ditch and provide access to the new manhole; and finalization of the As-Built quantities for Phase II (Part B) and resulted in an increase of \$56,540.88, for a revised contract amount of \$21,326,074.90.

On August 11, 2015, via Resolution No. 2015-214, City Council approved Change Order No. 4, which allowed for an open cut at the intersection of Capital Avenue and Broadwell Avenue for installation of the north interceptor, rerouting of the dewatering discharge, and several modifications to the existing storm sewer at this intersection and resulted in

an overall contract decrease of \$40,651.39, for a revised contract amount of \$21,285,423.51.

On January 12, 2016, via Resolution No. 2016-7, City Council approved Change Order No. 5, which covered costs associated with a dewatering reroute near Webb Road, additional work associated with an 8” sanitary sewer line extension as part of a new tap district (District No. 537T), additional storm sewer work in St. Paul Road, changing a new sanitary sewer manhole in St. Paul Road from a standard manhole to a drop manhole, additional storm sewer removal and replacement work near the Burlington Northern Santa Fe Railroad, additional storm sewer work in the Capital Avenue and Broadwell Avenue intersection, a damaged sanitary sewer service along St. Paul Road, additional work required to provide power to the relocated Veteran’s Hospital sign, and the relocation of an existing water service and resulted in a contract increase of \$171,544.13, for a revised contract amount of \$21,456,967.64.

On March 8, 2016, via Resolution No. 2016-52, City Council approved Change Order No. 6, which established new unit prices associated with additional paving along Sheridan Avenue within Bid Section I, with actual quantities rectified upon installation.

On October 25, 2015, via Resolution No. 2016-260, City Council approved Change Order No. 7 to address additional work, as well as credits, for a contract decrease of \$265,030.45, for a revised contract amount of \$21,191,937.19.

### **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 \$21,105,303.18, resulting in an underrun of \$86,634.01.

Additional project costs (detailed below) totaled \$3,669,992.27 for a final project cost of \$24,775,295.45.

#### **Additional Project Costs-**

Black & Veatch Corporation	Engineering	\$ 2,567,643.78
Public Works - City of Grand Island	Engineering	\$ 300,000.00
Grand Island Independent	Advertising	\$ 677.31
Property Owners	Easement Acquisitions	\$ 573,354.24
Hall County Register of Deeds	Filing Fees	\$ 800.00
Nebraska Central Railroad	Permit Fees	\$ 1,000.00
Burlington Northern Santa Fe Railroad	Permit Fees	\$ 4,200.00
Shane Hansen	Wells	\$ 447.32
Larry's Plumbing	Plumbing Work	\$ 14,540.00
O'Hara Plumbing	Plumbing Work	\$ 17,037.10
Platte Valley Laboratory	Testing	\$ 250.00
Yellow Van Cleaning	Property Damage	\$ 1,082.90

Fenster Plumbing	Plumbing Work	\$ 14,925.00
Nebraska Veterans Home	Fence Relocation	\$ 133,156.40
United Veterans Club	Sign Relocation	\$ 5,000.00
Harders Dozer & Scraper	Detention Cell Restoration	\$ 5,962.50
Utilities - City of Grand Island	Utility Relocation	\$ 28,801.50
Earl May	Landscaping	\$ 17.99
Olsson Associates	Field Work	\$ 107.39
Municipal Supply	Manhole Riser	\$ 988.84

Total Additional Project Costs = \$ 3,669,992.27

### **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 North Interceptor II; Project No. 2013-S-4.

### **Sample Motion**

Move to approve the Certificate of Final Completion for North Interceptor II; Project No. 2013-S-4.

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

North Interceptor II; Project No. 2013-S-4  
CITY OF GRAND ISLAND, NEBRASKA  
December 19, 2017

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

This is to certify that North Interceptor II; Project No. 2013-S-4 has been fully completed by S.J. Louis Construction, Inc. of Rockville, Minnesota under the contract approved September 8, 2014. 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.

### **North Interceptor II; Project No. 2013-S-4**

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
<b>Bid Section "A" -</b>					
<b>1.00</b>	<b>Mobilization</b>	1.00	LS	\$500,000.00	\$ 500,000.00
<b>2.00</b>	<b>Sanitary Sewer Pipe</b>				
2.15	48-inch Sanitary Sewer	1,455.00	LF	\$ 269.00	\$ 391,395.00
2.16	Trenchless Crossing No. 1	135.00	LF	\$ 2,050.00	\$ 276,750.00
2.17	Trenchless Crossing No. 2	225.00	LF	\$ 1,800.00	\$ 405,000.00
2.25	12-inch Sanitary Sewer Plug/Cap for New Stub Outs	9.00	EA	\$ 600.00	\$ 5,400.00
2.26	15-inch Sanitary Sewer Plug/Cap for New Stub Outs	2.00	EA	\$ 650.00	\$ 1,300.00
2.27	18-inch Sanitary Sewer Plug/Cap for New Stub Outs	1.00	EA	\$ 700.00	\$ 700.00
2.28	21-inch Sanitary Sewer Plug/Cap for New Stub Outs	1.00	EA	\$ 1,000.00	\$ 1,000.00
2.46	Connection to Sanitary Sewer Line, Less Than 24-inch	1.00	EA	\$ 2,000.00	\$ 2,000.00
<b>3.00</b>	<b>Storm Sewer Pipe and Open Drainage Channels</b>				
3.19	72-inch HDPE Storm Sewer	20.00	LF	\$ 575.00	\$ 11,500.00
3.27	Install Area Inlet on 60-inch Storm Sewer	7.00	EA	\$ 6,000.00	\$ 42,000.00
3.28	Connection to Storm Sewer Lines	5.00	EA	\$ 4,500.00	\$ 22,500.00
<b>4.00</b>	<b>Manholes and Structures</b>				
4.10	72-inch Diameter Standard Manhole (Sanitary Sewer, FRP)	11.00	EA	\$ 18,500.00	\$ 203,500.00
4.20	92-inch Diameter Standard Manhole (Sanitary Sewer, FRP)	9.00	EA	\$ 33,000.00	\$ 297,000.00
4.40	72-inch Diameter Outside Drop Manhole (Sanitary Sewer FRP)	3.00	EA	\$ 19,000.00	\$ 57,000.00
4.60	48-inch Diameter Standard Manhole (Sanitary Sewer, Concrete)	7.00	EA	\$ 4,550.00	\$ 31,850.00
4.10	Additional Depth, 72-inch Diameter Manhole (Sanitary Sewer, FRP); Standard and Drop	59.48	VF	\$ 950.00	\$ 56,506.00
4.11	Additional Depth, 92-inch Diameter Manhole (Sanitary Sewer, FRP); Standard and Drop	55.48	VF	\$ 1,600.00	\$ 88,768.00
4.19	120-inch Diameter Storm Sewer Manhole, Concrete	1.00	EA	\$ 33,000.00	\$ 33,000.00
4.20	Additional Depth, 120-inch Diameter Storm Sewer Manhole, Concrete	3.00	VF	\$ 1,600.00	\$ 4,800.00
4.21	Storm Sewer Junction Box	2.00	EA	\$ 30,000.00	\$ 60,000.00
4.27	Concrete Headwall, Storm Sewer	1.00	EA	\$ 17,000.00	\$ 17,000.00
4.28	Connection to Storm Sewers	4.00	EA	\$ 1,000.00	\$ 4,000.00

<b>5.00</b>	<b>Trench Conditions</b>				
5.10	Dewatering	1.00	LS	\$1,500,000.00	\$1,500,000.00
5.30	Additional Shoring	1.00	LS	1,405,800.00	\$1,405,800.00
<b>6.00</b>	<b>Roadway, Concrete Drive and Sidewalk Construction</b>				
6.10	Remove 4-inch Concrete Walk	474.90	SY	\$ 3.50	\$ 1,662.15
6.20	Remove 5-inch Concrete Drive	29.00	SY	\$ 3.50	\$ 101.50
6.40	Remove 8-inch Concrete Pavement	680.00	SY	\$ 3.50	\$ 2,380.00
6.60	Remove 8-inch Asphalt Pavement	624.00	SY	\$ 3.00	\$ 1,872.00
6.80	Place 4-inch Concrete Sidewalk	346.90	SY	\$ 37.00	\$ 12,835.30
6.90	Place 5-inch Concrete Drive	6.00	SY	\$ 37.00	\$ 222.00
6.12	Place 8-inch Concrete Pavement	583.00	SY	\$ 28.00	\$ 16,324.00
6.14	Place 8-inch Asphalt Pavement	522.00	SY	\$ 50.00	\$ 26,100.00
6.16	Remove Curb and Gutter	186.00	LF	\$ 3.00	\$ 558.00
6.17	Place Curb and Gutter	319.00	LF	\$ 29.00	\$ 9,251.00
6.20	Crushed Rock Surfacing	20.00	TON	\$ 20.00	\$ 400.00
<b>7.00</b>	<b>Property Rehabilitation and Landscape</b>				
7.10	Drainage Ditch Rehabilitation with Erosion Control Mat	3.92	AC	\$ 6,800.00	\$ 26,656.00
7.50	Pasture Seed and Mulch Application	10.34	AC	\$ 1,100.00	\$ 11,374.00
7.60	Remove Chain Link Fence	285.00	LF	\$ 9.00	\$ 2,565.00
7.80	Install Chain Link Fence	125.00	LF	\$ 9.00	\$ 1,125.00
7.10	Remove and Replace Property Fence	2,800.00	LF	\$ 6.00	\$ 16,800.00
7.11	Tree Removal	1.00	LS	\$ 7,000.00	\$ 7,000.00
7.13	Knickrehm School Landscaping	1.00	LS	\$ 6,900.00	\$ 6,900.00
7.14	U.S. Veterans Hospital Landscaping	1.00	LS	\$ 7,000.00	\$ 7,000.00
7.16	Veterans Club Sprinkler Modification	1.00	LS	\$ 10,000.00	\$ 10,000.00
7.18	Basketball Court Remove and Replace	1.00	LS	\$ 12,000.00	\$ 12,000.00
<b>8.00</b>	<b>Lift Station Abandonment</b>				
<b>9.00</b>	<b>Waterlines</b>				
9.10	6" Ductile Iron Water Main	165.00	LF	\$ 40.00	\$ 6,600.00
9.20	Ductile Iron Fittings	955.00	LBS	\$ 4.00	\$ 3,820.00
9.40	18" x 6" Tapping Tee w/ Valve	2.00	EA	\$ 3,900.00	\$ 7,800.00
9.90	Water Main Connection (Wet Cut-In)	2.00	EA	\$ 750.00	\$ 1,500.00
9.10	Temporary Water Service	1.00	LS	\$ 3,000.00	\$ 3,000.00
9.11	6-inch Cut-In Valve	1.00	EA	\$ 3,000.00	\$ 3,000.00
<b>10.00</b>	<b>Miscellaneous</b>				
10.10	Traffic Control	1.00	LS	\$ 55,000.00	\$ 55,000.00
10.20	Miscellaneous Concrete	29.00	CY	\$ 300.00	\$ 8,700.00
10.30	BNSF Flagman	1.00	LS	\$ 50,000.00	\$ 50,000.00
10.50	Bypass Pumping	1.00	LS	\$ 35,000.00	\$ 35,000.00
10.80	Erosions and Sedimentation Control	0.55	LS	\$ 60,000.00	\$ 33,000.00
Bid Section "A" Total =					5,799,314.95



<b>Bid Section "B" -</b>					
<b>1.00</b>	<b>Mobilization</b>	1.00	LS	\$ 200,000.00	\$ 200,000.00
<b>2.00</b>	<b>Sanitary Sewer Pipe</b>				
2.15	48-inch Sanitary Sewer	2,974.00	LF	\$ 269.00	\$ 800,006.00
2.23	6-inch Sanitary Sewer Plug/Cap for New Stub Outs	1.00	EA	\$ 550.00	\$ 550.00
2.25	12-inch Sanitary Sewer Plug/Cap for New Stub Outs	3.00	EA	\$ 600.00	\$ 1,800.00
2.26	15-inch Sanitary Sewer Plug/Cap for New Stub Outs	1.00	EA	\$ 650.00	\$ 650.00
2.27	18-inch Sanitary Sewer Plug/Cap for New Stub Outs	1.00	EA	\$ 700.00	\$ 700.00
2.28	21-inch Sanitary Sewer Plug/Cap for New Stub Outs	1.00	EA	\$ 1,000.00	\$ 1,000.00
2.30	48-inch Sanitary Sewer Plug/Cap for New Stub Outs	1.00	EA	\$ 1,100.00	\$ 1,100.00
<b>3.00</b>	<b>Storm Sewer Pipe and Open Drainage Channels</b>				
3.20	Remove 15-inch Reinforced Concrete Storm Sewer	28.00	LF	\$ 17.00	\$ 476.00
<b>4.00</b>	<b>Manholes and Structures</b>				
4.10	72-inch Diameter Standard Manhole (Sanitary Sewer, FRP)	6.00	EA	\$ 18,500.00	\$ 111,000.00
4.20	92-inch Diameter Standard Manhole (Sanitary Sewer, FRP)	2.00	EA	\$ 33,000.00	\$ 66,000.00
4.40	72-inch Diameter Outside Drop Manhole (Sanitary Sewer, FRP)	2.00	EA	\$ 19,000.00	\$ 38,000.00
4.10	Additional Depth, 72-inch Diameter Manhole (Sanitary Sewer, FRP); Standard and Drop	46.43	VF	\$ 950.00	\$ 44,108.50
4.11	Additional Depth, 92-inch Diameter Manhole (Sanitary Sewer, FRP); Standard and Drop	5.06	VF	\$ 1,600.00	\$ 8,096.00
<b>5.00</b>	<b>Trench Conditions</b>				
5.10	Dewatering	1.00	LS	\$ 550,000.00	\$ 550,000.00
<b>6.00</b>	<b>Roadway, Concrete Drive and Sidewalk Construction</b>				
6.10	Remove 4-inch Concrete Walk	1,080.00	SY	\$ 3.50	\$ 3,780.00
6.30	Remove 6-inch Concrete Walk	617.00	SY	\$ 3.50	\$ 2,159.50
6.50	Remove 6-inch Asphalt Pavement	5.00	SY	\$ 3.50	\$ 17.50
6.60	Remove 8-inch Asphalt Pavement	255.00	SY	\$ 3.00	\$ 765.00
6.13	Place 6-inch Asphalt Pavement	255.00	SY	\$ 40.00	\$ 10,200.00
<b>7.00</b>	<b>Property Rehabilitation and Landscape</b>				
7.40	Lawn Seed and Mulch Application	0.18	AC	\$ 1,100.00	\$ 198.00
7.70	Remove Barbed Wire Fence	2,034.00	LF	\$ 6.00	\$ 12,204.00
7.11	Tree Removal	1.00	LS	\$ 10,000.00	\$ 10,000.00
7.16	Veterans Club Sprinkler Modification	1.00	LS	\$ 10,000.00	\$ 10,000.00
7.17	Veterans Home Sprinkler Modification	1.00	LS	\$ 10,000.00	\$ 10,000.00
<b>8.00</b>	<b>Lift Station Abandonment</b>				
<b>9.00</b>	<b>Waterlines</b>				
<b>10.00</b>	<b>Miscellaneous</b>				
10.10	Traffic Control	1.00	LS	\$ 25,000.00	\$ 25,000.00
10.60	Remove Veterans Club Sign	2.00	EA	\$ 5,000.00	\$ 10,000.00
10.70	Remove and Reset Veterans Home Sign	0.50	LS	\$ 15,000.00	\$ 7,500.00
10.80	Erosions and Sedimentation Control	1.00	LS	\$ 60,000.00	\$ 60,000.00
Bid Section "B" Total =					1,985,310.50

<b>Bid Section "C" -</b>					
<b>1.00</b>	<b>Mobilization</b>	1.00	LS	\$ 250,000.00	\$ 250,000.00
<b>2.00</b>	<b>Sanitary Sewer Pipe</b>				
2.13	36-inch Sanitary Sewer	25.00	LF	\$ 275.00	\$ 6,875.00
2.15	48-inch Sanitary Sewer	360.00	LF	\$ 269.00	\$ 96,840.00
2.20	Trenchless Crossing No. 5	216.00	LF	\$ 1,825.00	\$ 394,200.00
2.29	36-inch Sanitary Sewer Plug/Cap for New Stub Outs	1.00	EA	\$ 2,250.00	\$ 2,250.00
2.31	Concrete Plug Existing Sanitary Sewers Less Than 15-inch Diameter	5.00	EA	\$ 600.00	\$ 3,000.00
2.32	Concrete Plug Existing Sanitary Sewers 15-inch Diameter Through 24-inch Diameter	10.00	EA	\$ 1,000.00	\$ 10,000.00
2.33	Concrete Plug Existing Sanitary Sewers Greater Than 24-inch Diameter Through 36-inch Diameter	2.00	EA	\$ 2,500.00	\$ 5,000.00
2.34	Abandon 6-inch Sanitary Sewer (Grout Fill)	98.00	LF	\$ 15.00	\$ 1,470.00
2.35	Abandon 8-inch Sanitary Sewer (Grout Fill)	85.00	LF	\$ 17.00	\$ 1,445.00
2.38	Abandon 15-inch Sanitary Sewer (Grout Fill)	80.00	LF	\$ 20.00	\$ 1,600.00
2.39	Abandon 21-inch Sanitary Sewer (Grout Fill)	250.00	LF	\$ 24.00	\$ 6,000.00
2.40	Abandon 24-inch Sanitary Sewer (Grout Fill)	1,359.00	LF	\$ 25.00	\$ 33,975.00
2.41	Abandon 27-inch Sanitary Sewer (Grout Fill)	27.00	LF	\$ 32.00	\$ 864.00
2.42	Abandon 36-inch Sanitary Sewer (Grout Fill)	15.00	LF	\$ 39.00	\$ 585.00
<b>3.00</b>	<b>Storm Sewer Pipe and Open Drainage Channels</b>				
3.20	Remove 15-inch Reinforced Concrete Storm Sewer	78.00	LF	\$ 15.00	\$ 1,170.00
3.50	Remove 24-inch Reinforced Concrete Storm Sewer	336.00	LF	\$ 18.00	\$ 6,048.00
3.70	Remove 36-inch Reinforced Concrete Storm Sewer	71.00	LF	\$ 19.00	\$ 1,349.00
3.25	Remove Area Inlet	1.00	EA	\$ 400.00	\$ 400.00
3.26	Install Area Inlet	1.00	EA	\$ 2,300.00	\$ 2,300.00
<b>4.00</b>	<b>Manholes and Structures</b>				
4.10	72-inch Diameter Standard Manhole (Sanitary Sewer, FRP)	4.00	EA	\$ 19,500.00	\$ 78,000.00
4.20	92-inch Diameter Standard Manhole (Sanitary Sewer, FRP)	2.00	EA	\$ 33,000.00	\$ 66,000.00
4.30	108-inch Diameter Standard Manhole (Sanitary Sewer, FRP)	1.00	EA	\$ 35,000.00	\$ 35,000.00
4.60	48-inch Diameter Standard Manhole (Sanitary Sewer, Concrete)	2.00	EA	\$ 4,500.00	\$ 9,000.00
4.80	60-inch Diameter Standard Manhole (Sanitary Sewer, Concrete)	1.00	EA	\$ 8,000.00	\$ 8,000.00
4.10	Additional Depth, 72-inch Diameter Manhole (Sanitary Sewer, FRP); Standard and Drop	24.13	VF	\$ 950.00	\$ 22,923.50
4.11	Additional Depth, 92-inch Diameter Manhole (Sanitary Sewer, FRP); Standard and Drop	13.23	VF	\$ 1,600.00	\$ 21,168.00
4.12	Additional Depth, 108-inch Diameter Manhole (Sanitary Sewer, FRP); Standard and Drop	6.03	VF	\$ 1,800.00	\$ 10,854.00
4.23	Abandon Sanitary Sewer Manholes in Place	11.00	EA	\$ 1,200.00	\$ 13,200.00
4.26	Convert Inside Drop Manhole to Outside Drop Manhole	1.00	EA	\$ 800.00	\$ 800.00
<b>5.00</b>	<b>Trench Conditions</b>				
5.10	Dewatering	1.00	LS	\$ 50,000.00	\$ 250,000.00

<b>6.00</b>	<b>Roadway, Concrete Drive and Sidewalk Construction</b>				
6.10	Remove 4-inch Concrete Walk	109.10	SY	\$ 3.50	\$ 381.85
6.30	Remove 6-inch Concrete Pavement	548.00	SY	\$ 3.50	\$ 1,918.00
6.40	Remove 8-inch Concrete Pavement	289.00	SY	\$ 3.50	\$ 1,011.50
6.60	Remove 8-inch Asphalt Pavement	148.00	SY	\$ 3.00	\$ 444.00
6.80	Place 4-inch Concrete Sidewalk	109.10	SY	\$ 37.00	\$ 4,036.70
6.11	Place 6-inch Concrete Pavement	389.00	SY	\$ 37.00	\$ 14,393.00
6.12	Place 8-inch Concrete Pavement	437.00	SY	\$ 28.00	\$ 12,236.00
6.16	Remove Curb and Gutter	104.00	LF	\$ 3.00	\$ 312.00
6.17	Place Curb and Gutter	104.00	LF	\$ 29.00	\$ 3,016.00
6.18	Paint Striping	1.00	LS	\$ 5,200.00	\$ 5,200.00
<b>7.00</b>	<b>Property Rehabilitation and Landscape</b>				
7.40	Lawn Seed and Mulch Application	1.95	AC	\$ 1,100.00	\$ 2,145.00
7.12	Remove and Reset Modular Block Retaining Wall	2.00	EA	\$ 11,000.00	\$ 22,000.00
<b>8.00</b>	<b>Lift Station Abandonment</b>				
8.10	Abandon Lift Station No. 19	1.00	LS	\$ 14,000.00	\$ 14,000.00
8.80	Abandon Veterans Home Lift Station	1.00	LS	\$ 15,000.00	\$ 15,000.00
8.90	Abandon Veterans Club Lift Station	1.00	LS	\$ 14,000.00	\$ 14,000.00
<b>9.00</b>	<b>Waterlines</b>				
<b>10.00</b>	<b>Miscellaneous</b>				
10.10	Traffic Control	1.00	LS	\$ 31,000.00	\$ 31,000.00
10.50	Bypass Pumping	1.00	LS	\$ 35,000.00	\$ 35,000.00
10.80	Erosions and Sedimentation Control	1.00	LS	\$ 45,000.00	\$ 45,000.00
Bid Section "C" Total =					1,561,410.55
<b>Bid Section "D" -</b>					
<b>1.00</b>	<b>Mobilization</b>	1.00	LS	\$ 25,000.00	\$ 25,000.00
<b>2.00</b>	<b>Sanitary Sewer Pipe</b>				
2.70	15-inch Sanitary Sewer	895.00	LF	\$ 90.00	\$ 80,550.00
2.31	Concrete Plug Existing Sanitary Sewers Less than 15-inch Diameter	6.00	EA	\$ 650.00	\$ 3,900.00
2.35	Abandon 8-inch Sanitary Sewer (Grout Fill)	50.00	LF	\$ 17.00	\$ 850.00
2.36	Abandon 10-inch Sanitary Sewer (Grout Fill)	636.00	LF	\$ 20.00	\$ 12,720.00
<b>3.00</b>	<b>Storm Sewer Pipe and Open Drainage Channels</b>				
3.40	Remove 21-inch Reinforced Concrete Storm Sewer	25.00	LF	\$ 18.00	\$ 450.00
<b>4.00</b>	<b>Manholes and Structures</b>				
4.60	48-inch Diameter Standard Manhole (Sanitary Sewer, Concrete)	3.00	EA	\$ 4,500.00	\$ 13,500.00
4.13	Additional Depth, 48-inch Diameter Manhole (Sanitary Sewer, Concrete); Standard and Drop	4.61	VF	\$ 200.00	\$ 922.00
4.23	Abandon Sanitary Sewer Manholes in Place	3.00	EA	\$ 1,200.00	\$ 3,600.00
<b>5.00</b>	<b>Trench Conditions</b>				
5.10	Dewatering	1.00	LS	\$ 125,000.00	\$ 125,000.00
<b>6.00</b>	<b>Roadway, Concrete Drive and Sidewalk Construction</b>				
6.10	Remove 4-inch Concrete Walk	229.44	SY	\$ 3.50	\$ 803.04
6.40	Remove 8-inch Concrete Pavement	4,448.07	SY	\$ 3.50	\$ 15,568.25

6.80	Place 4-inch Concrete Sidewalk	229.44	SY	\$ 37.00	\$ 8,489.28
6.12	Place 8-inch Concrete Pavement	4,448.07	SY	\$ 28.00	\$ 124,545.96
6.19	Detectable Warning Plate	64.00	SF	\$ 225.00	\$ 14,400.00
<b>7.00</b>	<b>Property Rehabilitation and Landscape</b>				
7.40	Lawn Seed and Mulch Application	0.24	ACR	\$ 1,100.00	\$ 264.00
<b>8.00</b>	<b>Lift Station Abandonment</b>				
8.20	Abandon Lift Station No. 8	1.00	LS	\$ 14,000.00	\$ 14,000.00
<b>9.00</b>	<b>Waterlines</b>				
<b>10.00</b>	<b>Miscellaneous</b>				
10.10	Traffic Control	1.00	LS	\$ 25,000.00	\$ 25,000.00
10.50	Bypass Pumping	1.00	LS	\$ 20,000.00	\$ 20,000.00
10.80	Erosion and Sedimentation Control	0.15	LS	\$ 30,000.00	\$ 4,500.00

Bid Section "D" Total = \$ 494,062.53

<b>Bid Section "E" -</b>					
<b>1.00</b>	<b>Mobilization</b>	1.00	LS	\$ 25,000.00	\$ 25,000.00
<b>2.00</b>	<b>Sanitary Sewer Pipe</b>				
2.20	Sanitary Sewer Service Connections	3.00	EA	\$ 1,500.00	\$ 4,500.00
2.22	4-inch Sanitary Sewer Plug / Cap for New Stub Outs	3.00	EA	\$ 300.00	\$ 900.00
2.24	10-inch Sanitary Sewer Plug / Cap for New Stub Outs	1.00	EA	\$ 500.00	\$ 500.00
2.31	Concrete Plug Existing Sanitary Sewers Less than 15-inch Diameter	2.00	EA	\$ 650.00	\$ 1,300.00
2.32	Concrete Plug Existing Sanitary Sewer 15-inch Diameter through 24-inch Diameter	2.00	EA	\$ 1,000.00	\$ 2,000.00
2.38	Abandon 15-inch Sanitary Sewer (Grout Fill)	35.00	LF	\$ 20.00	\$ 700.00
2.46	Connection to Sanitary Sewer Line, Less than 24-inch	1.00	EA	\$ 24.00	\$ 24.00
<b>3.00</b>	<b>Storm Sewer Pipe and Open Drainage Channels</b>				
3.30	Remove 18-inch Reinforced Concrete Storm Sewer	25.00	LF	\$ 12.00	\$ 300.00
3.70	Remove 36-inch Reinforced Concrete Storm Sewer	25.00	LF	\$ 16.00	\$ 400.00
3.24	Install Type "D" Modified Curb Inlet with Extended Box	1.00	EA	\$ 4,000.00	\$ 4,000.00
<b>4.00</b>	<b>Manholes and Structures</b>				
4.60	48-inch Diameter Standard Manhole (Sanitary Sewer, Concrete)	2.00	EA	\$ 4,550.00	\$ 9,100.00
4.70	48-inch Diameter Outside Drop Manhole (Sanitary Sewer, Concrete)	1.00	EA	\$ 5,550.00	\$ 5,550.00
4.13	Additional Depth, 48-inch Diameter Manhole (Sanitary Sewer, Concrete); Standard and Drop	10.62	VF	\$ 200.00	\$ 2,124.00
4.22	Sanitary Sewer Manhole Removal	1.00	EA	\$ 500.00	\$ 500.00
<b>5.00</b>	<b>Trench Conditions</b>				
5.10	Dewatering	1.00	LS	\$ 176,000.00	\$ 176,000.00
<b>6.00</b>	<b>Roadway, Concrete Drive and Sidewalk Construction</b>				
6.10	Remove 4-inch Concrete Walk	134.00	SY	\$ 3.50	\$ 469.00
6.20	Remove 5-inch Concrete Drive	257.70	SY	\$ 3.50	\$ 901.95
6.30	Remove 6-inch Concrete Pavement	848.00	SY	\$ 3.50	\$ 2,968.00
6.40	Remove 8-inch Concrete Pavement	532.00	SY	\$ 3.50	\$ 1,862.00
6.60	Remove 8-inch Asphalt Pavement	1,083.00	SY	\$ 3.00	\$ 3,249.00
6.80	Place 4-inch Concrete Sidewalk	137.00	SY	\$ 37.00	\$ 5,069.00

6.90	Place 5-inch Concrete Drive	294.00	SY	\$ 37.00	\$ 10,878.00
6.11	Place 6-inch Concrete Pavement	796.00	SY	\$ 28.00	\$ 22,288.00
6.12	Place 8-inch Concrete Pavement	2,308.00	SY	\$ 28.00	\$ 64,624.00
6.19	Detectable Warning Plate	32.00	SF	\$ 225.00	\$ 7,200.00
6.20	Crushed Rock Surfacing	10.00	TON	\$ 40.00	\$ 400.00
<b>7.00</b>	<b>Property Rehabilitation and Landscape</b>				
7.40	Lawn Seed and Mulch Application	0.21	ACR	\$ 1,100.00	\$ 231.00
7.60	Remove Chain Link Fence	108.00	LF	\$ 9.00	\$ 972.00
<b>8.00</b>	<b>Lift Station Abandonment</b>				
8.30	Abandon Lift Station No. 13	1.00	LS	\$ 14,000.00	\$ 14,000.00
<b>9.00</b>	<b>Waterlines</b>				
<b>10.00</b>	<b>Miscellaneous</b>				
10.10	Traffic Control	1.00	LS	\$ 21,000.00	\$ 21,000.00
10.50	Bypass Pumping	0.25	LS	\$ 20,000.00	\$ 5,000.00
10.80	Erosion and Sedimentation Control	0.30	LS	\$ 30,000.00	\$ 9,000.00

Bid Section "E" Total = \$ 403,009.95

**Bid Section "F" -**

Bid Section "F" Total = \$ -

**Bid Section "G" -**

<b>1.00</b>	<b>Mobilization</b>	1.00	LS	\$ 30,000.00	\$ 30,000.00
<b>2.00</b>	<b>Sanitary Sewer Pipe</b>				
2.10	4-inch Sanitary Sewer Line	96.00	LF	\$ 70.00	\$ 6,720.00
2.20	Sanitary Sewer Service Connections	3.00	EA	\$ 500.00	\$ 1,500.00
2.40	8-inch Sanitary Sewer	86.00	LF	\$ 75.00	\$ 6,450.00
2.60	12-inch Sanitary Sewer	10.00	LF	\$ 80.00	\$ 800.00
2.70	15-inch Sanitary Sewer	984.00	LF	\$ 90.00	\$ 88,560.00
2.25	12-inch Sanitary Sewer Plug / Cap for New Stub Outs	1.00	EA	\$ 600.00	\$ 600.00
2.31	Concrete Plug Existing Sanitary Sewers Less than 15-inch Diameter	4.00	EA	\$ 650.00	\$ 2,600.00
2.35	Abandon 8-inch Sanitary Sewer (Grout Fill)	240.00	LF	\$ 17.00	\$ 4,080.00
2.46	Connection to Sanitary Sewer Line, Less than 24-inch	1.00	EA	\$ 600.00	\$ 600.00
<b>3.00</b>	<b>Storm Sewer Pipe and Open Drainage Channels</b>				
3.20	Remove 15-inch Reinforced Concrete Storm Sewer	239.00	LF	\$ 17.00	\$ 4,063.00
3.22	Remove Curb Inlet	11.00	EA	\$ 400.00	\$ 4,400.00
3.23	Install Type "D" Modified Curb Inlet	7.00	EA	\$ 2,500.00	\$ 17,500.00
3.24	Install Type "D" Modified Curb Inlet with Extended Box	4.00	EA	\$ 3,000.00	\$ 12,000.00
<b>4.00</b>	<b>Manholes and Structures</b>				
4.60	48-inch Diameter Standard Manhole (Sanitary Sewer, Concrete)	1.00	EA	\$ 4,500.00	\$ 4,500.00
4.70	48-inch Diameter Outside Drop Manhole (Sanitary Sewer, Concrete)	4.00	EA	\$ 5,500.00	\$ 22,000.00
4.14	Additional Depth, 48-inch Diameter Manhole (Sanitary Sewer, Concrete); Standard and Drop	16.88	VF	\$ 200.00	\$ 3,376.00
4.15	48-inch Diameter Storm Sewer Manhole, Concrete	1.00	EA	\$ 200.00	\$ 200.00
4.22	Sanitary Sewer Manhole Removal	5.00	EA	\$ 500.00	\$ 2,500.00
4.23	Abandon Sanitary Sewer Manholes in Place	1.00	EA	\$ 800.00	\$ 800.00

4.24	Storm Sewer Manhole Removal	1.00	EA	\$ 500.00	\$ 500.00
<b>5.00</b>	<b>Trench Conditions</b>				
5.10	Dewatering	1.00	LS	\$ 150,000.00	\$ 150,000.00
<b>6.00</b>	<b>Roadway, Concrete Drive and Sidewalk Construction</b>				
6.10	Remove 4-inch Concrete Walk	807.20	SY	\$ 3.50	\$ 2,825.20
6.20	Remove 5-inch Concrete Drive	680.10	SY	\$ 3.50	\$ 2,380.35
6.40	Remove 8-inch Concrete Pavement	5,385.60	SY	\$ 3.50	\$ 18,849.60
6.60	Remove 8-inch Asphalt Pavement	154.00	SY	\$ 3.00	\$ 462.00
6.80	Place 4-inch Concrete Sidewalk	807.20	SY	\$ 37.00	\$ 29,866.40
6.90	Place 5-inch Concrete Drive	680.10	SY	\$ 37.00	\$ 25,163.70
6.12	Place 8-inch Concrete Pavement	5,385.60	SY	\$ 28.00	\$ 150,796.80
6.19	Detectable Warning Plate	80.00	SF	\$ 225.00	\$ 18,000.00
6.20	Crushed Rock Surfacing	3.00	TON	\$ 40.00	\$ 120.00
<b>7.00</b>	<b>Property Rehabilitation and Landscape</b>				
7.40	Lawn Seed and Mulch Application	0.18	ACR	\$ 1,100.00	\$ 198.00
<b>8.00</b>	<b>Lift Station Abandonment</b>				
8.50	Abandon Lift Station No. 10	1.00	LS	\$ 14,000.00	\$ 14,000.00
<b>9.00</b>	<b>Waterlines</b>				
9.50	16" x 0.188" W.T. Split Steel Casing	40.00	LF	\$ 500.00	\$ 20,000.00
<b>10.00</b>	<b>Miscellaneous</b>				
10.10	Traffic Control	1.00	LS	\$ 27,000.00	\$ 27,000.00
10.50	Bypass Pumping	1.00	LS	\$ 20,000.00	\$ 20,000.00
10.80	Erosion and Sedimentation Control	0.15	LS	\$ 25,000.00	\$ 3,750.00

Bid Section "G" Total = \$ 697,161.05

<b>Bid Section "H" -</b>					
<b>1.00</b>	<b>Mobilization</b>	1.00	LS	\$ 30,000.00	\$ 30,000.00
<b>2.00</b>	<b>Sanitary Sewer Pipe</b>				
2.20	Sanitary Sewer Service Connections	2.00	EA	\$ 500.00	\$ 1,000.00
2.60	12-inch Sanitary Sewer	878.88	LF	\$ 80.00	\$ 70,310.40
2.80	18-inch Sanitary Sewer	2,026.00	LF	\$ 100.00	\$ 202,600.00
2.31	Concrete Plug Existing Sanitary Sewers Less than 15-inch Diameter	11.00	EA	\$ 650.00	\$ 7,150.00
2.32	Concrete Plug Existing Sanitary Sewers 15-inch Diameter through 24-inch Diameter	2.00	EA	\$ 1,000.00	\$ 2,000.00
2.36	Abandon 10-inch Sanitary Sewer (Grout Fill)	415.00	LF	\$ 18.00	\$ 7,470.00
2.37	Abandon 12-inch Sanitary Sewer (Grout Fill)	679.00	LF	\$ 19.00	\$ 12,901.00
2.38	Abandon 15-inch Sanitary Sewer (Grout Fill)	1,598.00	LF	\$ 20.00	\$ 31,960.00
2.43	15-inch CIPP Sanitary Sewer Liner	1,330.31	LF	\$ 77.00	\$ 102,433.87
2.44	Reinstate Sewer Service (CIPP Liner)	8.00	EA	\$ 300.00	\$ 2,400.00
2.45	CIPP Sanitary Sewer Service Liner	2.00	EA	\$ 500.00	\$ 1,000.00
<b>3.00</b>	<b>Storm Sewer Pipe and Open Drainage Channels</b>				
3.10	Remove 12-inch Reinforced Concrete Storm Sewer	365.00	LF	\$ 16.00	\$ 5,840.00
3.50	Remove 24-inch Reinforced Concrete Storm Sewer	21.00	LF	\$ 18.00	\$ 378.00
3.22	Remove Curb Inlet	12.00	EA	\$ 2,300.00	\$ 27,600.00
3.23	Install Type "D" Modified Curb Inlet	12.00	EA	\$ 3,500.00	\$ 42,000.00

3.28	Connection to Storm Sewer Line	2.00	EA	\$ 500.00	\$ 1,000.00
<b>4.00</b>	<b>Manholes and Structures</b>				
4.60	48-inch Diameter Standard Manhole (Sanitary Sewer, Concrete)	8.00	EA	\$ 4,500.00	\$ 36,000.00
4.70	48-inch Diameter Outside Drop Manhole (Sanitary Sewer, Concrete)	2.00	EA	\$ 5,500.00	\$ 11,000.00
4.13	Additional Depth, 48-inch Diameter Manhole (Sanitary Sewer, Concrete); Standard and Drop	34.91	VF	\$ 200.00	\$ 6,982.00
4.15	48-inch Diameter Storm Sewer Manhole, Concrete	6.00	EA	\$ 3,000.00	\$ 18,000.00
4.16	Additional Depth, 48-inch Diameter Storm Sewer Manhole, Concrete	2.78	VF	\$ 200.00	\$ 556.00
4.21	Storm Sewer Junction Box	1.00	EA	\$ 30,000.00	\$ 30,000.00
4.22	Sanitary Sewer Manhole Removal	2.00	EA	\$ 1,200.00	\$ 2,400.00
4.23	Abandon Sanitary Sewer Manholes in Place	8.00	EA	\$ 1,200.00	\$ 9,600.00
4.24	Storm Sewer / Culvert Manhole Removal	3.00	EA	\$ 500.00	\$ 1,500.00
<b>5.00</b>	<b>Trench Conditions</b>				
5.10	Dewatering	1.00	LS	\$ 250,000.00	\$ 250,000.00
<b>6.00</b>	<b>Roadway, Concrete Drive and Sidewalk Construction</b>				
6.10	Remove 4-inch Concrete Walk	1,626.91	SY	\$ 3.50	\$ 5,694.19
6.20	Remove 5-inch Concrete Drive	1,061.94	SY	\$ 3.50	\$ 3,716.79
6.30	Remove 6-inch Concrete Pavement	13,363.80	SY	\$ 3.50	\$ 46,773.30
6.70	Remove Asphalt / Concrete Pavement	708.00	SY	\$ 3.00	\$ 2,124.00
6.80	Place 4-inch Concrete Sidewalk	1,626.91	SY	\$ 37.00	\$ 60,195.67
6.90	Place 5-inch Concrete Drive	1,061.94	SY	\$ 37.00	\$ 39,291.78
6.10	Place 5-inch Concrete Drive with 4-inch Curb	476.00	SY	\$ 37.00	\$ 17,612.00
6.11	Place 6-inch Concrete Pavement	13,211.80	SY	\$ 37.00	\$ 488,836.60
6.15	Place Asphalt / Concrete Pavement	600.00	SY	\$ 65.00	\$ 39,000.00
6.18	Paint Striping	1.00	LS	\$ 7,000.00	\$ 7,000.00
6.19	Detectable Warning Plate	272.00	SF	\$ 225.00	\$ 61,200.00
6.20	Crushed Rock Surfacing	20.00	TON	\$ 40.00	\$ 800.00
<b>7.00</b>	<b>Property Rehabilitation and Landscape</b>				
7.40	Lawn Seed and Mulch Application	0.65	ACR	\$ 1,100.00	\$ 715.00
7.11	Tree Removal	1.00	LS	\$ 7,000.00	\$ 7,000.00
7.15	Christian School Landscaping	1.00	LS	\$ 10,000.00	\$ 10,000.00
<b>8.00</b>	<b>Lift Station Abandonment</b>				
8.60	Abandon Lift Station No. 2	1.00	LS	\$ 14,000.00	\$ 14,000.00
<b>9.00</b>	<b>Waterlines</b>				
9.10	6" Ductile Iron Water Main	36.00	LF	\$ 40.00	\$ 1,440.00
9.20	Ductile Iron Fittings	300.00	LBS	\$ 4.00	\$ 1,200.00
9.90	Water Main Connection (West Cut-In)	1.00	EA	\$ 3,000.00	\$ 3,000.00
9.11	6" Cut-In Valve	1.00	EA	\$ 3,000.00	\$ 3,000.00
<b>10.00</b>	<b>Miscellaneous</b>				
10.10	Traffic Control	1.00	LS	\$ 37,000.00	\$ 37,000.00
10.50	Bypass Pumping	1.00	LS	\$ 20,000.00	\$ 20,000.00
10.80	Erosion and Sedimentation Control	0.30	LS	\$ 30,000.00	\$ 9,000.00
Bid Section "H" Total =					1,792,680.60

<b>Bid Section "I" -</b>					
<b>1.00</b>	<b>Mobilization</b>	1.00	LS	\$ 30,000.00	\$ 30,000.00
<b>2.00</b>	<b>Sanitary Sewer Pipe</b>				
2.90	21-inch Sanitary Sewer	3,775.00	LF	\$ 105.00	\$ 396,375.00
2.31	Concrete Plug Existing Sanitary Sewers Less than 15-inch Diameter	6.00	EA	\$ 650.00	\$ 3,900.00
2.36	Abandon 10-inch Sanitary Sewer (Grout Fill)	180.00	LF	\$ 18.00	\$ 3,240.00
2.46	Connection to Sanitary Sewer Line, Less than 24-inch	1.00	EA	\$ 500.00	\$ 500.00
<b>3.00</b>	<b>Storm Sewer Pipe and Open Drainage Channels</b>				
3.10	Remove 12-inch Reinforced Concrete Storm Sewer	47.00	LF	\$ 17.00	\$ 799.00
3.20	Remove 15-inch Reinforced Concrete Storm Sewer	85.00	LF	\$ 18.00	\$ 1,530.00
3.50	Remove 24-inch Reinforced Concrete Storm Sewer	157.00	LF	\$ 20.00	\$ 3,140.00
3.10	12-inch Reinforced Concrete Storm Sewer	25.00	LF	\$ 70.00	\$ 1,750.00
3.11	15-inch Reinforced Concrete Storm Sewer	124.50	LF	\$ 80.00	\$ 9,960.00
3.28	Connection to Storm Sewer Line	2.00	EA	\$ 500.00	\$ 1,000.00
<b>4.00</b>	<b>Manholes and Structures</b>				
4.60	48-inch Diameter Standard Manhole (Sanitary Sewer, Concrete)	9.00	EA	\$ 4,500.00	\$ 40,500.00
4.70	48-inch Diameter Outside Drop Manhole (Sanitary Sewer, Concrete)	4.00	EA	\$ 5,500.00	\$ 22,000.00
4.13	Additional Depth, 48-inch Diameter Manhole (Sanitary Sewer, Concrete); Standard and Drop	81.00	VF	\$ 200.00	\$ 16,200.00
4.15	48-inch Diameter Storm Sewer Manhole, Concrete	2.00	EA	\$ 3,000.00	\$ 6,000.00
4.16	Additional Depth, 48-inch Diameter Storm Sewer Manhole, Concrete	4.48	VF	\$ 200.00	\$ 896.00
4.22	Sanitary Sewer Manhole Removal	4.00	EA	\$ 500.00	\$ 2,000.00
4.23	Abandon Sanitary Sewer Manholes in Place	7.00	EA	\$ 800.00	\$ 5,600.00
4.24	Storm Sewer / Culvert Manhole Removal	2.00	EA	\$ 400.00	\$ 800.00
<b>5.00</b>	<b>Trench Conditions</b>				
5.10	Dewatering	1.00	LS	\$ 250,000.00	\$ 250,000.00
<b>6.00</b>	<b>Roadway, Concrete Drive and Sidewalk Construction</b>				
6.30	Remove 6-inch Concrete Pavement	14,179.68	SY	\$ 3.50	\$ 49,628.88
6.11	Place 6-inch Concrete Pavement	14,179.68	SY	\$ 37.00	\$ 524,648.16
<b>7.00</b>	<b>Property Rehabilitation and Landscape</b>				
7.40	Lawn Seed and Mulch Application	0.65	ACR	\$ 1,100.00	\$ 715.00
<b>8.00</b>	<b>Lift Station Abandonment</b>				
8.70	Abandon Lift Station No. 15	1.00	LS	\$ 15,000.00	\$ 15,000.00
<b>9.00</b>	<b>Waterlines</b>				
<b>10.00</b>	<b>Miscellaneous</b>				
10.10	Traffic Control	1.00	LS	\$ 55,000.00	\$ 55,000.00
10.50	Bypass Pumping	1.00	LS	\$ 30,000.00	\$ 30,000.00
10.80	Erosion and Sedimentation Control	0.15	LS	\$ 30,000.00	\$ 4,500.00

Bid Section "I" Total = \$1,475,682.04



<b>Change Order No. 1 -</b>					
CO1-2.1	4" Sanitary Service Line w/ Native Bedding	143.00	LF	\$ 67.03	\$ 9,585.29
CO1-2.3	6" Sanitary Sewer w/ Native Bedding	57.00	LF	\$ 60.80	\$ 3,465.60
CO1-2.3	6" Sanitary Sewer w/ Native Bedding	180.00	LF	\$ 65.80	\$ 11,844.00
CO1-2.4	8" Sanitary Sewer w/ Native Bedding	1,269.00	LF	\$ 65.80	\$ 83,500.20
CO1-2.4	8" Sanitary Sewer w/ Native Bedding	39.00	LF	\$ 69.81	\$ 2,722.59
CO1-2.5	10" Sanitary Sewer w/ Native Bedding	50.00	LF	\$ 74.12	\$ 3,706.00
CO1-2.6	12" Sanitary Sewer w/ Native Bedding	803.00	LF	\$ 70.80	\$ 56,852.40
CO1-2.6	12" Sanitary Sewer w/ Native Bedding	60.00	LF	\$ 65.80	\$ 3,948.00
CO1-2.7	15" Sanitary Sewer w/ Native Bedding	114.00	LF	\$ 80.80	\$ 9,211.20
CO1-2.8	18" Sanitary Sewer w/ Native Bedding	174.00	LF	\$ 85.27	\$ 14,836.98
CO1-2.9	21" Sanitary Sewer w/ Native Bedding	159.00	LF	\$ 90.27	\$ 14,352.93
CO1-2.13	36" Sanitary Sewer w/ Native Bedding	20.00	LF	\$ 256.25	\$ 5,125.00
CO1-2.15	48" Sanitary Sewer w/ Native Bedding	14,730.00	LF	\$ 250.25	\$3,686,182.50
CO1-3.10	12" Reinforced Concrete Storm Sewer w/ Native Bedding	198.70	LF	\$ 71.80	\$ 14,266.66
CO1-3.10	12" Reinforced Concrete Storm Sewer w/ Native Bedding	260.00	LF	\$ 66.80	\$ 17,368.00
CO1-3.11	15" Reinforced Concrete Storm Sewer w/ Native Bedding	60.00	LF	\$ 71.70	\$ 4,302.00
CO1-3.11	15" Reinforced Concrete Storm Sewer w/ Native Bedding	252.13	LF	\$ 74.89	\$ 18,882.02
CO1-3.12	18" Reinforced Concrete Storm Sewer w/ Native Bedding	25.00	LF	\$ 71.90	\$ 1,797.50
CO1-3.12	18" Reinforced Concrete Storm Sewer w/ Native Bedding	14.00	LF	\$ 85.71	\$ 1,199.94
CO1-3.12	18" Reinforced Concrete Storm Sewer w/ Native Bedding	54.00	LF	\$ 395.71	\$ 21,368.34
CO1-3.13	21" Reinforced Concrete Storm Sewer w/ Native Bedding	25.00	LF	\$ 94.48	\$ 2,362.00
CO1-3.14	24" Reinforced Concrete Storm Sewer w/ Native Bedding	336.00	LF	\$ 91.70	\$ 30,811.20
CO1-3.14	24" Reinforced Concrete Storm Sewer w/ Native Bedding	182.00	LF	\$ 95.71	\$ 17,419.22
CO1-3.16	36" Reinforced Concrete Storm Sewer w/ Native Bedding	46.00	LF	\$ 111.70	\$ 5,138.20
CO1-3.16	36" Reinforced Concrete Storm Sewer w/ Native Bedding	25.00	LF	\$ 91.69	\$ 2,292.25
CO1-3.18	60" Double Wall Polypropylene Storm Sewer w/ Native Bedding	1,667.00	LF	\$ 161.70	\$ 269,553.90
CO1-3.19	72" HDPE Storm Sewer w/ Native Bedding	53.00	LF	\$ 566.68	\$ 30,034.04
Change Order No. 1 Total =					4,342,127.96
<b>Change Order No. 2 -</b>					
CO2-2.19	Trenchless Crossing No. 4 - direct jack	520.00	LF	\$ 2,263.11	1,176,817.20
Change Order No. 2 Total =					\$1,176,817.20

<b>Change Order No. 3 -</b>					
CO3-11	84" CMP Storm Sewer	684.00	LF	\$ 520.00	\$ 355,680.00
CO3-11	Connect to Existing Storm Sewer	2.00	EA	\$ 6,000.00	\$ 12,000.00
CO3-11	84" CMP x 30" CMP Tee w/ Area Inlet	2.00	EA	\$ 17,500.00	\$ 35,000.00
CO3-11	Concrete Headwall	4.00	EA	\$ 24,700.00	\$ 98,800.00
CO3-11	Restrain 18" Watermain	1.00	LS	\$ 9,935.88	\$ 9,935.88
Change Order No. 3 Total =					\$ 511,415.88
<b>Change Order No. 4-</b>					
CO4-2.15	48" Sanitary Sewer - Capital/Broadwell	212.00	LF	\$ 1,445.00	\$ 306,340.00
CO4-11	Re-Route Dewatering at Capital/Broadwell	1.00	LS	\$ 5,142.28	\$ 5,142.28
CO4-11	Additional Storm Sewer Work at Capital & Broadwell Intersection	1.00	LS	\$ 159,445.65	\$ 159,445.65
Change Order No. 4 Total =					\$ 470,927.93
<b>Change Order No. 5-</b>					
CO5-11	8" Sanitary Sewer East of St Paul	1.00	LF	\$ 43,191.08	\$ 43,191.08
CO5-11	Additional Storm Sewer at St Paul	1.00	LS	\$ 4,000.00	\$ 4,000.00
CO5-11	96" Drop Manhole in St Paul	1.00	LS	\$ 34,500.00	\$ 34,500.00
CO5-11	Storm Sewer Work near BNSF	1.00	LS	\$ 6,143.20	\$ 6,143.20
CO5-11	Additional Storm Sewer at Capital / Broadwell	1.00	LS	\$ 16,050.27	\$ 16,050.27
CO5-11	Damage to Homeowner's Sewer at 1624 St Paul	1.00	LS	\$ (8,003.95)	\$ (8,003.95)
CO5-11	Veterans Hospital Power	1.00	LS	\$ 7,851.38	\$ 7,851.38
CO5-5.2	Dewatering Re-Route Near Webb Road	1.00	LS	\$ 64,223.25	\$ 64,223.25
CO5-11	Relocate Existing Water Service	1.00	LS	\$ 3,588.90	\$ 3,588.90
Change Order No. 5 Total =					\$ 171,544.13
<b>Change Order No. 6-</b>					
CO6-1A	Remove Curb Inlet	1.00	EA	\$ 2,300.00	\$ 2,300.00
CO6-1B	Remove 4" Sidewalk	480.41	SY	\$ 3.50	\$ 1,681.44
CO6-1C	Remove 5" Drive	26.06	SY	\$ 3.50	\$ 91.21
CO6-1D	Remove Curb and Gutter	1801.81	LF	\$ 3.00	\$ 5,405.43
CO6-1E	Install Type D Inlet	1.00	LS	\$ 3,500.00	\$ 3,500.00
CO6-1F	Place 4" Sidewalk	480.41	SY	\$ 37.00	\$ 17,775.17
CO6-1G	Place 5" Concrete Drive	26.06	SY	\$ 37.00	\$ 964.22
CO6-1H	Place Curb and Gutter	1801.81	LF	\$ 29.00	\$ 52,252.49
CO6-1I	Detectable Warning Plate	80.00	SF	\$ 225.00	\$ 18,000.00
Change Order No. 6 Total =					\$ 101,969.96
<b>Change Order No. 7-</b>					
CO7-11	Remove and Replace Sky Park Road Storm Sewer	1.00	LS	\$ 126,594.00	\$ 126,594.00
CO7-11.1	Excavate Existing Sheet Piling Near LS #19	1.00	LS	\$ 4,507.39	\$ 4,507.39
CO7-11.1	Removal of Existing Concrete in the Interceptor Alignment	1.00	LS	\$ 2,567.03	\$ 2,567.03
CO7-11.1	New Custom 60" Manhole Base at Existing MH B4-4781	1.00	LS	\$ 13,030.94	\$ 13,030.94
CO7-11.1	Modify 60" Manhole near McCain Food Lines	1.00	LS	\$ 7,878.98	\$ 7,878.98
CO7-11.1	Additional Manhole Abandonment near McCain Food Lines	1.00	LS	\$ 426.82	\$ 426.82
CO7-11.1	Tunnel Grade Discrepancies	1.00	LS	\$ (50,000.00)	\$ (50,000.00)

CO7-11.1	Additional Traffic Control for New Manhole Abandonments	1.00	LS	\$ 1,495.00	\$ 1,495.00
CO7-11	Remove and Replace Type "D" Curb Inlet Top	3.00	EA	\$ 750.00	\$ 2,250.00
CO7-12	Unused 48" RCP	1.00	LS	\$ 2,736.00	\$ 2,736.00
CO7-13	Restocking Fee for Unused Water Main Materials	1.00	LS	\$ 1,467.68	\$ 1,467.68
CO7-7	Repair Damaged Curb Stop	1.00	LF	\$ 314.13	\$ 314.13
CO7-10	Additional 15" Abandon	400.00	LF	\$ 20.00	\$ 8,000.00
Change Order No. 7 Total =					\$ 121,267.97
<b>Final Settlement (Change Order No. 8)-</b>					
CO8Final	Christian School Sprinkler Repair	1.00	LS	\$ 600.00	\$ 600.00
Final Settlement (Change Order No. 8) Total =					\$ 600.00

<b>Grand Total "A" + "B" + "C" + "D" + "E" + "F" + "G" + "H" + "I" + Change Orders 1-Final=</b>	<b>\$21,105,303.18</b>
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**Additional Project Costs-**

Black & Veatch Corporation	Engineering	\$ 2,567,643.78
Public Works - City of Grand Island	Engineering	\$ 300,000.00
Grand Island Independent	Advertising	\$ 677.31
Property Owners	Easement Acquisitions	\$ 573,354.24
Hall County Register of Deeds	Filing Fees	\$ 800.00
Nebraska Central Railroad	Permit Fees	\$ 1,000.00
Burlington Northern Santa Fe Railroad	Permit Fees	\$ 4,200.00
Shane Hansen	Wells	\$ 447.32
Larry's Plumbing	Plumbing Work	\$ 14,540.00
O'Hara Plumbing	Plumbing Work	\$ 17,037.10
Platte Valley Laboratory	Testing	\$ 250.00
Yellow Van Cleaning	Property Damage	\$ 1,082.90
Fenster Plumbing	Plumbing Work	\$ 14,925.00
Nebraska Veterans Home	Fence Relocation	\$ 133,156.40
United Veterans Club	Sign Relocation	\$ 5,000.00
Harders Dozer & Scraper	Detention Cell Restoration	\$ 5,962.50
Utilities - City of Grand Island	Utility Relocation	\$ 28,801.50
Earl May	Landscaping	\$ 17.99
Olsson Associates	Field Work	\$ 107.39
Municipal Supply	Manhole Riser	\$ 988.84

Additional Project Costs Total = \$3,669,992.27

**Asphalt Resurfacing Project No. 2017-AC-1 Project Total = \$24,775,295.45**

I hereby recommend that the Engineer's Certificate of Final Completion for North Interceptor II; Project No. 2013-S-4 be approved.

John Collins, PE - City Engineer/Public Works Director

Jeremy L. Jensen – Mayor

## RESOLUTION 2017-356

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for North Interceptor II; Project No. 2013-S-4, certifying that S.J. Louis Construction, Inc. of Rockville, Minnesota, under contract, has completed such project for the total construction amount of \$21,105,303.18; and

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

WHEREAS, additional project costs equate to \$3,669,992.27, as shown

### Additional Project Costs-

Black & Veatch Corporation	Engineering	\$ 2,567,643.78
Public Works - City of Grand Island	Engineering	\$ 300,000.00
Grand Island Independent	Advertising	\$ 677.31
Property Owners	Easement Acquisitions	\$ 573,354.24
Hall County Register of Deeds	Filing Fees	\$ 800.00
Nebraska Central Railroad	Permit Fees	\$ 1,000.00
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Larry's Plumbing	Plumbing Work	\$ 14,540.00
O'Hara Plumbing	Plumbing Work	\$ 17,037.10
Platte Valley Laboratory	Testing	\$ 250.00
Yellow Van Cleaning	Property Damage	\$ 1,082.90
Fenster Plumbing	Plumbing Work	\$ 14,925.00
Nebraska Veterans Home	Fence Relocation	\$ 133,156.40
United Veterans Club	Sign Relocation	\$ 5,000.00
Harders Dozer & Scraper	Detention Cell Restoration	\$ 5,962.50
Utilities - City of Grand Island	Utility Relocation	\$ 28,801.50
Earl May	Landscaping	\$ 17.99
Olsson Associates	Field Work	\$ 107.39
Municipal Supply	Manhole Riser	\$ 988.84

Total Additional Project Costs = \$ 3,669,992.27

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

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 North Interceptor II; Project No. 2013-S-4, in the amount of \$24,775,295.45, is hereby confirmed.

- - -

Approved as to Form	<input type="checkbox"/>	_____
December 15, 2017	<input type="checkbox"/>	City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, December 19, 2017.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, December 19, 2017

Council Session

## Item G-10

**#2017-357 - Approving Bid Award for Clay Target Machines for Sporting Clays and Skeet Fields**

Staff Contact: Todd McCoy

# **Council Agenda Memo**

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** December 19, 2017

**Subject:** New Clay Target Machines for Sporting Clays and Skeet Fields at Heartland Public Shooting Park

**Presenter(s):** Todd McCoy, Parks and Recreation Director

## **Background**

On October 31, 2017 the Parks and Recreation Department advertised a Request for Proposals (RFP) for New Clay Target Machines for Sporting Clays and Skeet Fields at Heartland Public Shooting Park. The majority of the existing machines are from the original range fifteen years ago. The new machines will provide increased reliability which is essential during regional and national events.

## **Discussion**

Four suppliers submitted proposals to provide and install 29 new machines with associated equipment and services.

Midwest Clay Sports, Smithville, MO  
Sportsman Challenge, Basset, NE  
Atlas Trap Co., LLC, Benton, KS  
Mayville Engineering Company, Inc., Mayville, WI

Staff recommends accepting the proposal from Midwest Clay Sports of Smithville, Missouri in the amount of \$113,940.00. Staff recommends Midwest Clay Sports because they provide the best overall value. Dollars are approved in the 2017-18 City Budget for this purchase and will be funded by shooting park capital equipment account 10044801-85615.

## **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 Midwest Clay Sports of Smithville, Missouri for New Clay Target Machines for Sporting Clays and Skeet Fields at Heartland Public Shooting Park.

### **Sample Motion**

Move to approve the proposal from Midwest Clay Sports of Smithville, Missouri for New Clay Target Machines for Sporting Clays and Skeet Fields at Heartland Public Shooting Park in the amount of \$113,940.00.





Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL  
FOR  
CLAY TARGET MACHINES FOR SPORTING CLAYS AND SKEET FIELDS**

**RFP DUE DATE:** November 21, 2017 at 2:15 p.m.

**DEPARTMENT:** Parks & Recreation

**PUBLICATION DATE:** October 31, 2017

**NO. POTENTIAL BIDDERS:** 3

**SUMMARY OF PROPOSALS RECEIVED**

**Midwest Clay Sport**  
Smithville, MO

**Sportsman Challenge**  
Bassett, NE

**Atlas Trap Co., LLC**  
Benton, KS

**Mayville Engineering Company, Inc.**  
Mayville, WI

cc: Todd McCoy, Parks & Recreation Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Patti Buettner, Parks & Rec. Admin. Assist.  
Renae Jimenez, Finance Director  
Bill Starkey, Supt. Heartland Public Shooting Park

**P2009**



5425 West Gale Circle  
Smithville, MO 64089

# Quote

Date	Quote #
11/14/2017	233

Name / Address
City Clerk, Attn : RaNae Edwards P.O. Box 1968 Grand Island NE 68802 RE: Proposal Heartland Public Shooting

Ship To
Heartland Public Shooting Park Bill Starkey 6788 W Husker Hwy Alda, NE 68810

				Terms
				Due on receipt
Part #	Description	Qty	Cost	Total
T400E1	400E Sporter Tilt - Std Carousel	29	2,695.00	78,155.00T
T400ER1	400E Rabbit Chandelle - Std Carousel (SET TO THROW RABBIT)	1	3,495.00	3,495.00T
000294	T-Card - Collapsible With 16" Run Flat Tires GP24 (Unboxed)	30	295.00	8,850.00T
T500ESKT	500E Sporter Skeet - Std Carousel	12	3,797.50	45,570.00T
	Sub-Total			136,070.00
DISC	Customer Discount		-24,630.00	-24,630.00
DEL	Delivery		2,500.00	2,500.00T
DEL	Installation and Training No Charge		0.00	0.00T
000149	Spare Parts Kit - Sporting Traps	1	349.00	349.00T
DISC	Customer Discount		-349.00	-349.00
SERVICE ...	3 Service Visits, 1 per year, for yearly maintenance \$1500.00 Ea.		4,500.00	4,500.00T
DISC	No Charge for Annual Maintenance for 3 years		-4,500.00	-4,500.00
RENTAL	Midwest Clay Sports will provide 30 rental traps to Heartland Public Shooting Park for any event of their choice within 1 year of purchase. Also included would be help with the set up and service to keep the machines running at top performance during event. The only expense to Heartland Public Shooting would be the cost of lodging and mileage.		4,500.00	4,500.00T
			<b>Total</b>	

Phone #	E-mail	Web Site
816-803-1872	simon@midwestclaysports.com	www.midwestclaysports.com



5425 West Gale Circle  
Smithville, MO 64089

## Quote

Date	Quote #
11/14/2017	233

Name / Address
City Clerk, Attn : RaNae Edwards P.O. Box 1968 Grand Island NE 68802 RE: Proposal Heartland Public Shooting

Ship To
Heartland Public Shooting Park Bill Starkey 6788 W Husker Hwy Alda, NE 68810

				Terms
				Due on receipt
Part #	Description	Qty	Cost	Total
DISC	No Charge for Rental Fee		-4,500.00	-4,500.00
	All machines included in this proposal come with a 3 year warranty and a lifetime warranty on the one way bearing and shaft.			
	Package Discount in the amount of \$34,109.00 Out of State Non Taxable		0.00%	0.00
			<b>Total</b>	<b>\$113,940.00</b>

Phone #	E-mail	Web Site
816-803-1872	simon@midwestclaysports.com	www.midwestclaysports.com

RESOLUTION 2017-357

WHEREAS, the Heartland Public Shooting Park is owned and operated by the City of Grand Island; and

WHEREAS, the City of Grand Island issued a Request for Proposals (RFP's) for Clay Target Machines for Sporting Clays and Skeet Fields; and

WHEREAS, on November 21, 2017 four (4) request for proposals were received, opened and reviewed; and

WHEREAS, Midwest Clay Sports from Smithville, MO, submitted a proposal for such project in accordance with the Request for Proposals; and

WHEREAS, a proposal amount of \$113,940.00 has been negotiated.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Midwest Clay Sports from Smithville, MO for Clay Target Machines for Sporting Clays and Skeet Fields for the Heartland Public Shooting Park is hereby approved at a cost of \$113,940.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 19, 2017.

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

Attest:

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

Approved as to Form	☐ _____
December 15, 2017	☐ City Attorney



# City of Grand Island

Tuesday, December 19, 2017

Council Session

## Item G-11

**#2017-358 - Approving Purchase of Golf Division Mower**

Staff Contact: Todd McCoy

# **Council Agenda Memo**

**From:** Todd McCoy, Parks and Recreation Director

**Meeting:** December 19, 2017

**Subject:** Approve Purchase of Golf Division Mower

**Presenter(s):** Todd McCoy, Parks and Recreation Director

## **Background**

Jackrabbit Run Golf Course budgeted this year to purchase a new mower. The existing mower is nearly 20 years old and has become unreliable.

## **Discussion**

Staff is recommending the purchase of one (1) new Venrac 4500 mower with 84" deck and 74" reel attachments from Turfwerks of Omaha, Nebraska. Turfwerks provided pricing through the Iowa Department of Administrative Services State Contracts which meets City procurement guidelines.

The Ventrac unit meets the operational requirements of the Golf Course. The total price of the bid is \$40,055.79.

Funds for the mower will come from the golf capital equipment account number: 10044901-85615.

## **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the City Council approve the purchase of one (1) new Ventrac 4500 mower.

### **Sample Motion**

Move to approve the purchase of one (1) new Ventrac 4500 mower from Turfwerks of Omaha, Nebraska for a total purchase price is \$40,055.79.





RESOLUTION 2017-358

WHEREAS, the Golf Division of the Parks & Recreation Department for the City of Grand Island, budgeted for one (1) new Turf Mower in the 2017/2018 fiscal year; and

WHEREAS, said mower, one (1) new Venrac 4500 mower with 84" deck and 74" reel attachments can be obtained from the Iowa Department of Administrative Services State Contract; and

WHEREAS, purchasing the mower from the Iowa Department of Administrative Services meets all statutory bidding requirements; and

WHEREAS, funding for such mower is provided in the 2017-2018 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one (1) new Venrac 4500 mower with 84" deck and 74" reel attachments in the total amount of \$40,055.79 from the Iowa Department of Administrative Services State Contract holder, Turfwerks from Omaha, Nebraska is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 19, 2017.

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

Attest:

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

Approved as to Form	☐ _____
December 15, 2017	☐ City Attorney



# City of Grand Island

Tuesday, December 19, 2017

Council Session

## Item G-12

**#2017-359 - Approving Purchase of Braun Type I Ambulance**

Staff Contact: Cory Schmidt, Fire Chief

# **Council Agenda Memo**

**From:** Cory Schmidt, Fire Chief

**Meeting:** December 19, 2017

**Subject:** Purchase Braun Type I Ambulance

**Presenter(s):** Cory Schmidt, Fire Chief  
Russ Blackburn, EMS Division Chief

## **Background**

The Grand Island Fire Department maintains a fleet of seven ambulances. There are two ambulances at Stations 1, 2, and 4 and one ambulance at Station 3. Station 1 and 2 ambulances are staffed every day to respond to medical calls. If staffing allows, a third ambulance is placed in service at Station 4. If medical calls exceed the number of staffed ambulances, the crew from an engine company will transfer to a back-up ambulance and respond with advanced life support capability. This is possible because every engine company has a paramedic on it. During 2017, the highest number of ambulances we had out on calls simultaneously was five. Every month we hit multiple days that 3 to 4 ambulances are out at the same time. Those numbers do not take into account other units out on fire calls at the same time.

This purchase allows us to maintain a goal of an ambulance purchase every two years. This means that an ambulance will be used for 8 years as a primary ambulance and then rotated to back-up duty for an additional 6 years. Then when ambulances reach 14 years of service they are retired and replaced.

## **Discussion**

The city council approved the purchase of an ambulance in the 2017/2018 budget for a budgeted amount \$248,000.00. The Fire Department would like to replace a 17 year old 2000 Ford type III ambulance. That ambulance has 114,674 miles on it in 7085 hours of operation.

All of the chassis manufacturers have stopped producing the van cut-away chassis that we have always used for Grand Island ambulances. This will be our first purchase of a type I ambulance with 4x4 traction capabilities. We would like to purchase a 2018 Braun Chief XL on a Ford 550 chassis for \$243,678.00 from North Central Emergency Vehicles of Lester Prairie, Minnesota. The ambulance will be purchased through BuyHGAC so it

is already pre-bid through them. The ambulance will be paid for upon delivery in approximately 240 days. The ambulance will come prewired for our communications radio, an Opticom preemptive device, and GIFD graphics. These three things are usually additional expenses after the ambulance is delivered.

### **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 the 2018 Braun Chief XL ambulance on a Ford 550 chassis for \$243,678.00 for use by the GIFD for emergency service use.

### **Sample Motion**

Move to approve the purchase of the 2018 Braun Chief XL ambulance on a Ford 550 chassis for \$243,678.00 for use by the GIFD for emergency service use.

RESOLUTION 2017-359

WHEREAS, the City Council approved the purchase of a Braun Chief XL ambulance in the 2017/ 2018 budget; and

WHEREAS, the Fire Department needs to replace a 2000 ambulance with 114,674 miles to make the fleet of ambulances and emergency response more reliable; and

WHEREAS, North Central Emergency Vehicles of Lester Prairie, Minnesota has submitted a cost through BuyHGAC for a 2018 Braun Chief XL ambulance on a Ford 550 chassis for less than the budgeted amount for the replacement of an ambulance.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to allow the Fire Department to purchase the 2018 Braun Chief XL ambulance on a Ford 550 chassis from North Central Emergency Vehicles of Lester Prairie, Minnesota for the price of \$243,678.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 19, 2017.

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

Attest:

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

Approved as to Form	☐ _____
December 15, 2017	☐ City Attorney



# **City of Grand Island**

**Tuesday, December 19, 2017**

**Council Session**

## **Item G-13**

**#2017-360 - Approving Amending the 2017/2018 Fee Schedule  
Relative to Fire Safety Occupancy Use Permit Fees**

**Staff Contact: Fred Hotz**

# **Council Agenda Memo**

**From:** Fred Hotz, Fire Prevention Division Chief

**Meeting:** December 19, 2017

**Subject:** Amendment to City Fee Schedule

**Presenter(s):** Fred Hotz, Fire Prevention Division Chief

## **Background**

On August 15, 2017 City Council approved an Occupancy Use Permit Fee as part of the FY 2017-18 fee schedule. At the time of approval, a specific fee amount was not included in the fee schedule. The Grand Island Fire Department has worked to create a fee amount based on several factors including time required to perform the inspection as well risk associated with a specific building.

## **Discussion**

City Council approved on the November 28, 2017 the adoption of the 2015 International Fire Code. Council also approved an amendment to the permit section of the International Fire Code that established a Fire Safety Occupancy Permit. The amendment requires commercial properties to renew their permit at regular intervals. The attached fee schedule (amount) for this permit is now being proposed for approval.

## **Alternatives**

It appears 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 recommendation of the Fire Prevention Division and amend the City Fee Schedule to include the proposed fees.

## **Sample Motion**

Move to approve amending the City Fee Schedule to include the fee schedule for Fire Safety Occupancy Use Permits.

## Fire Safety Occupancy Use Permit Fees Proposal:

### Target Hazard Facilities (Economic Impact Study)

#### Duration of Inspection:

3 hrs. or more	\$300.00 annually
Between 1 - 3 hrs.	\$200.00 annually
1 hr. or less	\$100.00 annually

<u>Non-Target Hazard Facilities and Suites</u>	(triennial)
Greater than 12,000 sf (combined)	\$200.00
Less than 12,000 sf (Basic Fee)	\$100.00



RESOLUTION 2017-360

WHEREAS, on November 28, 2017 City Council approved an amendment to the permit section of the International Fire Code that established a Fire Safety Occupancy Permit; and

WHEREAS, on August 15, 2017 City Council approved an Occupancy Use Permit Fee as part of the FY 2017-18 fee schedule; and

WHEREAS, the adopted FY 2017-18 schedule did not specify the fee amount.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the 2017-2018 Fee Schedule be amended to accept and incorporate the Occupancy Use Permit fee schedule proposed by the Fire Department.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 19, 2017.

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

Attest:

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

Approved as to Form	☐ _____
December 15, 2017	☐ City Attorney



# City of Grand Island

Tuesday, December 19, 2017

Council Session

## Item G-14

### **#2017-361 - Approving Purchase of Body Worn Cameras and Supportive Equipment**

Staff Contact: Robert Falldorf, Police Chief

# **Council Agenda Memo**

**From:** Robert Falldorf, Police Chief

**Meeting:** December 19, 2017

**Subject:** Purchase of Body Worn Cameras (BWC's) and Supportive Equipment

**Presenter(s):** Robert Falldorf, Police Chief

## **Background**

In recent years in the field of policing throughout the world there has been an interest in new technology in the field of mobile video. Due to highly publicized incidents involving negative police and citizen contacts there has been some distrust of police amongst citizens. The advancement of mobile video options to law enforcement, especially Body Worn Cameras (BWC), has allowed law enforcement agencies to use an additional valuable tool within their arsenal to combat frivolous complaints against them and also the ability to document contacts away from their vehicles. Many law enforcement agencies evaluated the use of BWC's within their agencies and saw the value they offered; however implementation was found by many agencies to be cost prohibitive, not mainly due to the cost of the cameras themselves, but the storage and personnel requirements to maintain the systems. The Grand Island Police Department fell into this category where we had an interest in implementation; however didn't have the funds for full implementation. We do feel that we have adequate personnel in place to run a BWC system.

The Police Department was contacted during the latter part of December 2016 by Kent Coen, board member with the Edgar and Francis Reynolds Foundation. Mr. Coen advised that the board had discussed providing Reynolds Foundation funds, up to an amount of \$50,000, to use toward the purchase and implementation of BWC's for the Police Department. A quick decision needed to be made due to the fact that they needed an answer from us by January 1, 2017 on our interest to utilize the funds for BWC's (even though we would have all of 2017 to expend the funds). We realized, after looking at some initial figures, that we could effectively put together a purchase and implementation plan for the Police Department for BWC's for the amount of money the Reynolds Foundation was offering.

The Police Department verbally accepted the offer to use the Reynolds Foundation funds for the purchase and implementation of BWC's. The Police Department currently uses Data911 Mobile Video Systems for our in car camera use, so it only made sense to

inquire about the availability of BWC's through Data911. Data911 was actually designated as our Sole Source Provider for future purchases of mobile digital video systems, which would include BWC's (Resolution 2007-45). It also made sense to use Data911 as our sole source vendor for BWC's due to the fact that their BWC's are the only Cameras that will work in conjunction with our current Data911 Software.

During the year of 2017 Data911 had available what would be considered a First Generation BWC; however did advise us that they would be working on a Second Generation option throughout the year and that option would be available by the end of 2017. The Police Department did make the decision during the earlier part of 2017 that we would wait until the far superior Second Generation BWC's were available. The Police Department did receive half of the Reynolds Foundation funding (\$25,000) during the first part of 2017 and a portion of those funds (\$11,810.96) were used to purchase storage needs for BWC implementation. Some additional funds out of the initial \$25,000 of funding will be used for the purchase of server backups (\$3,468.38).

### **Discussion**

The Police Department has been awarded up to \$50,000 from the Edgar and Francis Reynolds Foundation for the purchase and implementation of Body Worn Cameras (BWC's) for the department. Half of the foundation money (\$25,000) was received during the first part of 2017 and a portion of those funds (\$11,810.96) was already used to purchase hardware (server storage). Some of the remaining funds out of the initial \$25,000 awarded will be used to purchase server backups (\$3,468.38).

The Police Department just recently received a quote from Data911 in the amount of \$34,760 for the purchase of forty-nine (49) BWC's and for the associated docking stations to use for in-car and in-office charging. This quote also includes the cost of licensing and shipping for the BWC's and equipment.

The Police Department is now requesting approval for the purchase of the forty-nine (49) BWC's, three (3) Eight Gang in-station dock chargers, forty-nine (49) in-car docking stations, and associated licensing and shipping for this equipment, for a total purchase price of \$34,760. The Police Department will be asking that the second part of the Reynolds Foundation funds (\$25,000) be awarded prior to final purchases being made.

### **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 from Data911 for forty-nine (49) Body Worn Cameras, three (3) Eight Gang in-station dock chargers, forty-nine (49) in-car docking stations, and associated licensing and shipping for this equipment, for a total purchase price of \$34,760.

## **Sample Motion**

Move to approve the purchase from Data911 for forty-nine (49) Body Worn Cameras, three (3) Eight Gang in-station dock chargers, forty-nine (49) in-car docking stations, and associated licensing and shipping for this equipment, for a total purchase price of \$34,760.



Broadcast Microwave Services/ Data911 Products  
 12305 Crosthwaite Cir.  
 Poway, Ca. 92064  
 (858) 391-3050

Quote Number:	120583
Printed Date:	12/11/2017
Ship Method:	
Assigned To:	Michael Mattal

**Invoice to:**

Accounts Payable  
 Grand Island Police Dept (NE)  
 111 Public Safety Drive, PO Box 1968  
 Grand Island NE 68802  
 United States

**Deliver to:**

Jim Duering  
 Grand Island Police Dept (NE)  
 100 East First St.  
 Grand Island NE 68802  
 United States

Qty	Part Number	Item Description	Unit Price	Ext Price
49	VXW20001	BX2 Body Worn Camera, Mount Clip, A/C USB Charging Cradle, PreRecord, Audio Mute, 12+ hr battery life, StealthMode	\$450.0000	\$22,050.00
3	VXW20010	BX2; Eight Gang in-station Dock/Charger/Upload Station for BX2 BWC. USB 3.0 Interface (Require Computer for Uploading)	\$495.0000	\$1,485.00
49	VXW20003	BX2 Vehicle dock, in-car POE docking station utilized for pairing, offload, charging. (Requires VS10, or VT10)	\$150.0000	\$7,350.00
49.0000	SW11198	License, Verus Body-Worn Camera Integration	\$75.0000	\$3,675.00
1.0000	SH00001	Shipping	\$200.0000	\$200.00

*For Product: Small Parts Method: Ground*

**Subtotal \$34,760.00**

Out of State @ 0% \$0.00

**Total \$34,760.00**

Paid to date \$0.00

Remit Purchase Order To:

BMS/Data911

12305 Crosthwaite Cir.

Poway, Ca. 92064

sales@data911.com

F: (510) 865-9090

*Pricing subject to prepayment or credit approval*

RESOLUTION 2007-45

WHEREAS, the Grand Island Police Department fleet vehicles are equipped with mobile data and digital video systems; and

WHEREAS, the City of Grand Island invited bids for four additional mobile data and digital video systems in accordance with bid specifications on file with the Grand Island Police Department; and

WHEREAS, on February 9, 2007, one bid was received from Data911 Mobile Computer Systems of Chesterfield, Missouri; and

WHEREAS, Data911 Systems is the manufacturer of the Data911 mobile data and digital video systems; and

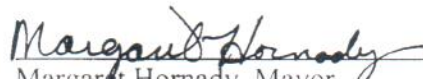
WHEREAS, to streamline the process for future purchases of mobile data and digital video systems, it is requested that Data911 Mobile Computer Systems be designated as the sole source provider for such repair work; and

WHEREAS, that the bid of Data911 Mobile Computer Systems, of Chesterfield, Missouri, in the amount of \$40,856.16 for the purchase of four mobile data systems and mobile digital video systems is hereby approved as the lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Data911 Mobile Computer Systems, of Chesterfield, Missouri is hereby designated as the sole source provider for the future purchaser of mobile data systems and mobile digital video systems for the Grand Island Police Department.

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Adopted by the City Council of the City of Grand Island, Nebraska, February 27, 2007.

  
Margaret Hornady, Mayor

Attest:

  
RaNae Edwards, City Clerk

Approved as to Form	<input checked="" type="checkbox"/>	
February 26, 2007	<input checked="" type="checkbox"/>	City Attorney

## RESOLUTION 2017-361

WHEREAS, the Police Department received notification back in December of 2016 from Kent Coen, Board Member with the Edgar and Francis Reynolds Foundation, that up to \$50,000 would be awarded to the Police Department for the purchase and implementation of Body Worn Cameras and equipment; and

WHEREAS, the Police Department accepted the award from the Reynolds Foundation and has already made some purchases of servers and backups to implement Body Worn Cameras; and

WHEREAS, Data911 was designated as a sole source vendor for future purchases of mobile digital video systems under Resolution 2007-45 by the City Council; and

WHEREAS, the Police Department received a recent quote from Data911 in the amount of \$34,760.00 to complete implementation of Body Worn Cameras and Equipment; and

WHEREAS, Data911 mobile video equipment has been reliable, and is compatible with the Police Department's archiving and evidence retrieval software and hardware; and

WHEREAS, the Police Department has received prompt and reliable technical support from Data911 for several years.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the purchase from Data911 of forty-nine (49) Body Worn Cameras, three (3) Eight Gang in-station dock chargers, forty-nine (49) in-car docking stations, and associated licensing and shipping for this equipment for a total purchase of \$34,760.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 19, 2017

\_\_\_\_\_  
Jeremy Jensen, Mayor

Attest:

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

Approved as to Form	☐ _____
December 15, 2017	☐ City Attorney





# City of Grand Island

Tuesday, December 19, 2017

Council Session

## Item G-15

**#2017-362 - Approving 2016 Consolidated Annual Performance and Evaluation Report (CAPER) for Community Development Block Grant Funding.**

Staff Contact: Amber Alvidrez

# **Council Agenda Memo**

**From:** Amber Alvidrez, Community Development

**Meeting Date:** December 19, 2017

**Subject:** Approving 2016 Consolidated Annual Performance and Evaluation Report (CAPER) for Community Development Block Grant Funding.

**Presenter(s):** Amber Alvidrez, Community Development Administrator

## **Background**

The Consolidated Annual Performance & Evaluation Report describes accomplishments and progress throughout the past fiscal year with Community Development Block Grant, Federal funding from Housing & Urban Development. Grand Island began the process of becoming an Entitlement Community in September 2015. All entitlement grantees are required to complete a 3,4 or 5 year Consolidated Plan that is carried out by an Annual Action Plan, at the end of each fiscal year a Consolidated Annual Performance & Evaluation Report must be completed. The City has chosen to complete a 3-year Consolidated Plan, which is valid from October 2016- October 2019. A separate Annual Action Plan is prepared for each Fiscal Year, in which a Consolidated Plan is not created. All Grantees are to prepare a Consolidated Annual Performance & Evaluation Report each fiscal year in order to show progress towards accomplishments and goals listed throughout the City of Grand Island's Consolidated Plan and Annual Action Plan.

A public comment regarding the 2016 Consolidated Annual Performance & Evaluation Report was completed, with a start date of November 2, 2017 ending on December 1, 2017. This public comment notified the public of the Community Development Division's prepared Consolidated Annual Performance & Evaluation Report; all public comments made throughout the public comment period are recorded and submitted to the U.S. Department of Housing and Urban Development (HUD), along with the final 2016 Consolidated Annual Performance & Evaluation Report.

## **Discussion**

The Consolidated Annual Performance & Evaluation Report addresses the \$348,927 in entitlement grant funds under the Community Development Block Grant (CDBG) program and identifies progress towards community development priority needs,

objectives, and activities that were implemented during fiscal year 2016-2017 as a result of Community Development Block Grant Funds.

The proposed Consolidated Annual Performance & Evaluation Report was made available for review at the following locations on November 2, 2017:

- Grand Island City Hall, City Clerk's Office, 100 E. 1st Street, Grand Island, NE 68801.
- City of Grand Island's website at [www.grand-island.com](http://www.grand-island.com) categorized under "Regional Planning" then "Community Development"

### **Alternatives**

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

1. Accept the report on the Community Development Block Grant 2016 Consolidated Annual Performance & Evaluation Report.
2. Do not accept the report on the Community Development Block Grant 2016 Consolidated Annual Performance & Evaluation Report.

### **Recommendation**

City Administration recommends that the Council accept the report on the Community Development Block 2016 Consolidated Annual Performance & Evaluation Report.

### **Sample Motion**

Move to accept the report on the Community Development Block Grant 2016 Consolidated Annual Performance & Evaluation Report

## CR-05 - Goals and Outcomes

### **Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)**

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City Of Grand Island made significant progress towards the goals of the 2016-2018 Consolidated Plan and Annual Action Plan. The goals that were outlined in the 2016-2018 Consolidated Plan were as follows:

- Increase Quality & Affordable Housing Options
- Cultivate Small and Emerging Businesses
- Support Public Services for Neighborhoods and Vulnerable Populations
- Improve Public Facilities
- Create Re-Investment Opportunities in Downtown

Throughout the City Of Grand Island's first year as an entitlement community, the City Of Grand Island expended Community Development Block Grant(CDBG) funds on activities within the community that would create progress on the goals presented. To make progress towards these goals, the City Of Grand Island allocated CDBG funding to seven projects. To meet housing goals that were set in the 2016-2018 Consolidated Plan two projects were housing specific. Purchase, Rehab, Resell through the Housing Development Corporation is a project where houses are purchased and then rehabbed and resold for the original purchase price to low-to-moderate income persons (LMI). Lot Acquisition, a project being completed by Habitat for Humanity, is another source of progress that offers housing to LMI persons. Habitat for Humanity was able to acquire a lot that in the future will house a residents of low-to-moderate income. At this time the City continues to work with other community non-profits within Grand Island in order to begin the Housing Improvement Partnership.

CDBG funds were allocated to be awarded to a Continuum of Care participating agency. That agency had to be able to meet the national objectives of CDBG and make progress towards the goals set in the 2016-2018 Consolidated Plan. The Continuum of Care allocation was

CAPER

1

OMB Control No: 2506-0117 (exp. 06/30/2018)

awarded to the Literacy Council of Grand Island (TLC); TLC is able to offer English as a Second Language (ESL) and various other forms of education/training to immigrants and refugees who are located in the city of Grand Island. The Literacy Council of Grand Island will be using CDBG funds to hire teachers, offer additional instruction to group classes (reducing their waiting list), and expand their Language Lab by adding equipment and new literacy/ESL software. Additionally, The Literacy Council of Grand Island will begin offering life skills classes focusing on finances, health, etc. and will expand their office hours to accommodate the growing student demand and availability.

The Small Business Rental Assistance Program and the Revitalization Fund were projects that were combined. These two projects are making progress to Cultivate small and emerging businesses and creates reinvestment opportunities downtown, by aiding small business in the blight and substandards area #1. The Funds will be made available to small businesses within of Blight and Substandard area #1, in order to address the LMI needs of the City of Grand Island on an area basis. The Small Business Rental Assistance Program will be administered by the Downtown Business Improvement District.

**Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Increase and Preserve Affordable Housing	Affordable Housing Public Housing Homeless	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	100	0	0.00%	20	0	0.00%

CAPER

2

OMB Control No: 2506-0117 (exp. 06/30/2018)

Increase and Preserve Affordable Housing	Affordable Housing Public Housing Homeless	CDBG: \$	Direct Financial Assistance to Homebuyers	Households Assisted	25	0	0.00%			
Increase and Preserve Affordable Housing	Affordable Housing Public Housing Homeless	CDBG: \$	Buildings Demolished	Buildings	15	0	0.00%			
Increase and Preserve Affordable Housing	Affordable Housing Public Housing Homeless	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	15	0	0.00%			
Increase Economic Opportunities	Non-Housing Community Development	CDBG: \$	Facade treatment/business building rehabilitation	Business	2	2	100.00%	1	0	0.00%
Increase Economic Opportunities	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	5	0	0.00%			
Increase Economic Opportunities	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	15	2	13.33%			

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Program Administration	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Other	Other	1	0	0.00%			
Provide Supportive Services for At-Risk & Homeless	Homeless Non-Homeless Special Needs	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	30	0	0.00%			
Provide Supportive Services for At-Risk & Homeless	Homeless Non-Homeless Special Needs	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		40	0	0.00%
Provide Supportive Services for At-Risk & Homeless	Homeless Non-Homeless Special Needs	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	10	0	0.00%			

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Provide Supportive Services for At-Risk & Homeless	Homeless Non-Homeless Special Needs	CDBG: \$	Homelessness Prevention	Persons Assisted	20	0	0.00%	10	0	0.00%
Revitalize Neighborhoods & Districts	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	0		13	0	0.00%
Revitalize Neighborhoods & Districts	Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Other	Other	1	0	0.00%	1	0	0.00%

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

**Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

The City of Grand Island has pursued a variety of strategies to prioritize the identified needs of the community. The primary obstacle to meeting the underserved needs is the lack of sufficient financial resources. It is evident, even within the City of Grand Island's first year as an Entitlement Community, that several qualifying projects will go unfunded or receive only partial funding due to lack of available finances. For this reason, the City has sought to prioritize projects which have the most capacity for making its plans become a reality, and also those which will address some of the largest needs within the community, while using the smallest amount of required resources.

Of the seven projects funded from the 2016 Annual Action Plan year, all projects and activities made progress towards the goals identified within

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the 2016-2018 Consolidated Plan. The Literacy Council of Grand Island has used CDBG funds in in order to purchase new equipment for a learning lab in order to better serve clients. The Literacy Council specializes in providing educational services free of charge to all residents of Grand Island which aids in providing economic opportunities for residents within the City Of Grand Island.

The City Of Grand Island worked with Downtown Business Improvement District (BID) in order to create progress in cultivating small and emerging businesses while also creating re-investment opportunities within Grand Island. CDBG funds were used in two projects that were later combined from the 2016 Annual Action Plan. Small Business Rental Assistance project and Revitalization fund project were combined and CDBG funds were expended in order to help the Downtown BID bring new businesses to the downtown area of Grand Island. Other goals that were prioritized by the City Of Grand Island were to increase affordable housing options within the city and provide support services for neighborhoods and vulnerable populations. Progress towards goals were made by working with local partnerships such as the Continuum of Care, Housing Development Corporation, Habitat of Humanity and Hall County Housing Authority. The following Annual Action Plan activities were funded during the 2016 CDBG program year: Habitat for Humanity was able to purchase a lot that will later hold homes for persons or families meeting LMI standards; Housing Development Corporation was provided a program match, as they applied for an additional \$500,000 from the Nebraska Affordable Housing Trust Fund. A program that will purchase sub-standard homes at market rate, and do extensive renovation to them. Once the renovation is completed, the home will be sold to an income-qualifying individual or family, for the original purchase price.

## CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	201
Black or African American	264
Asian	13
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
<b>Total</b>	<b>478</b>
Hispanic	180
Not Hispanic	285

Table 2 – Table of assistance to racial and ethnic populations by source of funds

### Narrative

This table represents the number of people served by the Literacy Council (TLC). TLC was able to expend CDBG funds to update its language lab along with hiring more staff to help tutor classes. TLC currently offers life skills classes focusing on finances, health, etc. and was able to expand its office hours to accommodate the growing student demand and availability.

## CR-15 - Resources and Investments 91.520(a)

### Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	653,252	133,414
HOME	HOME		
HOPWA	HOPWA		
ESG	ESG		
Other	Other		

Table 3 - Resources Made Available

### Narrative

Throughout the program year, the City Of Grand Island received an allocation amount of \$348,927 of CDBG funds. As shown in the table above, \$133,413.60 has been expended throughout this program year. As this was the first year the City was an entitlement community there were no previous funds except, \$304,325 that are a part of the Program income Re-use Plans.

As stated at the time of submission of the Annual Action Plan, the City is in communication with the State of Nebraska about the fate of these funds, and as to whether the City will return all, or a portion of the program income, since funds are technically part of the State of Nebraska's funding allocation.

### Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Blight & Substandard Area #1	32	19	
City of Grand Island	45	44	
LMI Census Tracts	23	36	

Table 4 – Identify the geographic distribution and location of investments

### Narrative

The table above represents funding that has been expended to date. CDBG funds that have been used were expended as follows: The Literacy Council of Grand Island and Habitat for Humanity have both made progress on projects that were awarded CDBG funds. TLC has begun updating its learning lab and offering new services due to the ability to hire two more staff. Habitat for Humanity has purchased lots that in the future will house LMI families or persons. The Small Business Rental Assistance has expended

funds awarded to its project by assisting two agencies within blight and sunstandard area #1.

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## **Leveraging**

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

As an entitlement community, the City of Grand Island does not require leveraged funds. Even so, out of the 2016 Annual Action Plan projects proposed, the Housing Development Corporation (HDC) used the CDBG funds that were awarded to them as matching funds in order to receive a grant from the Nebraska Affordable Housing Trust Fund. Those funds along with CDBG were able to create their Purchase, Rehab, Resell, program that will allow the HDC to help provide suitable housing for low-to-moderate income persons within the City of Grand Island. The City of Grand Island always encourages recipients to use matching funds and leveraged funds in order for the project to have the most impact as possible within the community.

## CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	10	0
Number of Non-Homeless households to be provided affordable housing units	40	0
Number of Special-Needs households to be provided affordable housing units	0	0
<b>Total</b>	<b>50</b>	<b>0</b>

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	40	2
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	33	0
Number of households supported through Acquisition of Existing Units	0	0
<b>Total</b>	<b>73</b>	<b>2</b>

Table 12 – Number of Households Supported

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

At this time, the City Of Grand Island is currently working on making progress towards meeting housing goals that were prioritized within the 2016-2018 Consolidated Plan. The City has Allocated CDBG funds to Habitat for Humanity and Housing Development Corporation. CDBG funds that were expended to Habitat for Humanity have gone towards lot acquisition, although due to the low number of available real estate listings, Habitat for Humanity encountered some environmental issues with the lots that

were available. Due to these issues, Habitat for Humanity has not begun building a house on the purchased lot but will be continuing its activity into the future.

The City of Grand Island has also been a supporter of the Housing Development Corporation and has allocated CDBG funds into HDC's Purchase, Rehab, and Resell program. HDC has a goal of impacting more than ten households. HDC was able to secure additional funding from other sources rather than only CDBG. Two homes that are part of HDC's project will be funded by the allocated CDBG funds. These two homes will go to LMI people or people who fit in the criteria of 80% of AMI. HDC secured additional funding and since created their Purchase, Rehab, Resell program and will soon begin allowing candidates to apply for the program.

#### **Discuss how these outcomes will impact future annual action plans.**

The City of Grand Island works hard to continue progressing towards the housing goals set in the 2016-2018 Consolidated Plan. The Habitat for Humanity program will be hard to fund again in future years, even with the idea that more affordable housing will be available. The City of Grand Island may not have more adequate available space in the next few program years. Therefore the City may continue to go in other directions such as Housing Development Corporations Purchase, Rehab, Resell. As this program purchases houses within the community and "rehab" them, which in turn aides not only LMI persons but can help the appeal of a neighborhood. The Revitalization Fund and Small Business Rental Assistance programs also continues to help meet goals that were set in the 2016-2018 Consolidated Plan by continuing to make progress in revitalizing neighborhoods and districts.

**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

<b>Number of Households Served</b>	<b>CDBG Actual</b>	<b>HOME Actual</b>
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
<b>Total</b>	<b>0</b>	<b>0</b>

**Table 13 – Number of Households Served**

#### **Narrative Information**

Habitat for Humanity and Housing Development Corporation will continue to use funds to help LMI persons. At this time activities are still in process and have not been fully completed. As they progress,

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these number will increase. The Literacy Council of Grand Island does not track low-income persons although the Literacy Council serves refugees and other minority groups by offering a public service free of charge to anyone who is in need of educational help.



## **CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Throughout this program year, the City of Grand Island did not partake in any projects that specifically targeted homelessness. The City continues to support local area Continuum of Care (CoC) by having a staff member from the Community Development Division attend meetings. The CoC has several local agencies that serve homeless persons. Agencies such as Salvation Army and Hope Harbor are available within the City Of Grand Island. Both agencies are well suited for helping reduce the amount of homelessness in the community.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The City of Grand Island did not use any CDBG funds in addressing the emergency shelter and transitional housing needs of homeless persons. The City of Grand Island continues to support local non-profits such as Continuum of Care to help address these needs within the community.

### **Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

The City did not use any CDBG funds in regards to homeless persons. The City of Grand Island does support local agencies such as the Continuum of Care and other local non-profits. The City encourages partnering non-profits to continue seeking financial help from other state and federal entities.

### **Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that**

**individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The City did not use any CDBG funds in regards to homeless persons. The City of Grand Island does support local agencies such as the Continuum of Care and other local non-profits. The City encourages partnering non-profits to continue seeking financial help from other State and Federal entities.

## **CR-30 - Public Housing 91.220(h); 91.320(j)**

### **Actions taken to address the needs of public housing**

The City of Grand Island continues to support agencies such as the Hall County Housing Authority. The Hall County Housing Authority (HCHA) currently has the Public Housing Program which allows the HCHA to offer 391 apartments and scattered homes in the Hall County area at an income based rate.

The City of Grand Island is currently working with Hall County Housing Authority and other non-profits in developing the Housing Improvement Partnership (HIP) with funds that were allocated from CDBG. At this time the HIP is still in a planning process with the idea of aiding the City in making progress towards goals such as increasing and preserving affordable housing, providing supportive services for neighborhoods and vulnerable populations and improving public facilities. As HIP grows, it will formulate activities such as the Senior Home Modification Program. This activity will provide funds to do repairs to homes inhabited by seniors. HIP will also continue making progress towards the neighborhood initiatives portion of the project which will include assisting a various number of people based on the size of the qualifying neighborhood association.

### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

The City Of Grand Island continues to coordinate with the Continuum of Care (CoC) in order to partner with other non-profits to meet needs that are within the community of Grand Island.

The City of Grand Island has worked closely and continues to support the Hall County Housing Authority (HCHA). The HCHA was able to provide a housing summit to the community of Grand Island on April 18, 2017 in Grand Island Nebraska. This summit was used as an informative tool for not only landlords but tenants as well. Twenty seven LMI persons received scholarships to attend from the HCHA. While in attendance they were able to gather knowledge of how to keep a home safe, and knowledge about issues such as providing insight into what a landlord can legally do and cannot do.

The City of Grand Island welcomes and encourages the participation of all of its citizens in the development of these plans and in the review of progress in implementing plan activities. The City particularly encourages involvement by low and moderate income households, individuals residing in areas targeted for program activities, minorities and non-English speaking persons, as well as persons with disabilities. In addition, residents of public housing and other assisted housing groups are encouraged to participate. Finally, we encourage local and regional institutions and other organizations including businesses, neighborhood associations, housing developers including the Hall County Housing Authority, and community and faith-based organizations to become involved in the planning process.

Opportunities for citizen involvement occur in the initial stages of developing the long range plan and the annual plan as well as during the implementation of activities.

These opportunities include:

- Participation in public hearings to discuss needs, available funds and project/program activities
- Participation in meetings with committees and focus groups involved in planning housing and community development activities
- Review and comment on proposed plans and activities such as: The Fair Housing Plan The Citizen Participation Plan The Consolidated Plan The Annual Action Plans Amendments to the Plans Consolidated Annual Performance Reports (CAPERs)

#### **Actions taken to provide assistance to troubled PHAs**

The City Of Grand Island has no plans of action in this specified area at this time.

## **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

The City of Grand Island expended a portion of the CDBG funds to Habitat for Humanity for lot acquisition. In the beginning of this project, Habitat for Humanity was unable to find a suitable lot for sale due to prices and availability within the City Of Grand Island. Habitat for Humanity was eventually able to purchase a lot that had a few barriers to overcome, such as noise. The City was also able to expend CDBG funds to the Housing Development Corporation, with the activity of Purchase, Rehab, Resell. This program is meant to help LMI persons to buy a home that needs repairs. The HDC will provide these repairs by first purchasing a home, and then during a rehab process, \$25,000 will be used to “rehab” any problems with in the home. After rehab of the home is complete, the HDC will then sell the property to the LMI person for what the property was purchased for by the HDC.

### **Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

The City of Grand Island continues to find new ways to develop affordable housing and economic opportunities. The city continues to provide support to many organization within the community as well as organizations that are receiving CDBG funds. While working collaboratively with other organizations the City continues to expend CDBG funds on projects such as the Small Business Rental Assistance in order to help the downtown BID acquire new businesses in the area. This helps the community economically along with continuing the progress of revitalization of neighborhoods and districts. As the City continues to work with other organizations and the Housing Improvement Partnership begins to grow, the city will have an organization well suited for meeting the goals by using activities which meet national objectives and serve the needs of developing stable neighborhoods and/or addressing housing needs of income-qualifying senior citizens.

### **Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

The City of Grand Island funds multiple housing programs including down payment assistance and owner occupied rehabilitation programs; all of which require a lead based paint inspection on all homes built prior 1978. Homes that were built prior to 1978 are presumed or tested to have lead-based paint.

The City of Grand Island did not directly operate any Rehabilitation efforts during the 2016-2017 Annual Action Plan Period. For this reason, the Lead Based Paint Guidelines which apply are those directly related to sub-recipients of CDBG funds. The following actions are included in the City's Community Development Policy and Procedures document:

“At a minimum, Sub-recipient is required to:

- a) Notify a purchaser or lessee of the presence of any known lead-based paint and/or lead-based paint hazards;
- b) Paint test surfaces to be disturbed or removed during rehabilitation for the presence of lead-based paint, or presume lead-based paint and notify the occupants of the results within 15 days of when the evaluation report is received or the presumption is made;
- c) Provide each occupied dwelling unit discussed in (a) and (b) in the preceding section with the EPA-approved lead hazard information pamphlet Protect Your Family From Lead in Your Home or EPA-approved equivalent;
- d) Reduce lead hazards as required by the applicable subparts of Part 35 (full description of Part 35 is available in the Community Development Policy and Procedures, it states the varying levels of requirements, in relation to the level of financial assistance provided); and
- e) Perform clearance testing, including dust testing, before re-occupancy after all but minimal (“de minimis”) amounts of paint disturbances.”

It should also be noted that the Community Development Policy and Procedures states that “Where regulations differ, Sub-recipients are held to the stricter of the standards.”

At this point and time, the City sees the implementation and enforcement of the above guidelines as actively attempting to reduce Lead Based Paint Hazards.

### **Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

Projects from the 2016 Annual Action Plan, such as the Continuum of Care grant, contributes to direct needs. The Literacy Council of Grand Island which is the sub-recipient of the CoC grant, was able to use funds to provide more tutoring services, this was done by hiring more staff/tutors and updating lab equipment. Other projects from the 2016 Annual Action Plan such as lot acquisition that was fulfilled by Habitat for Humanity and Purchase, Rehab and Resell that was created by the Housing Development Corporation both continue to achieve progress in reducing the number of poverty level families within the City of Grand Island.

Additionally, other sectors of Grow Grand Island are working to address the needs of poverty-level families, including workforce initiatives and education initiatives. The City of Grand Island’s Emergency Management Department, Police Department and Fire Department also have various programs that

support poverty-level families. It is the intent of the City to continue to support these programs in its efforts to address the poverty needs.

**Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

The City Of Grand Island continues to work closely with community partners through the local and regional Continuum of Care groups. The City continues to support agencies such as Salvation Army, Hope Harbor, Housing Development Corporation and Hall County Housing Authority. With these partnerships, the city continues to make progress towards the Housing Improvement Partnership where CDBG funds will be expended in order to create an organization that can provide services neighborhoods and vulnerable populations. Although current progress in serving homeless or poverty stricken persons is achieved through these partnerships due to the different expertise each agency offers. The City has also worked closely with the Grand Island Area Economic Development Corporation (GIEDC). The GIEDC was able to fund and complete a housing study for the City of Grand Island. This allowed the City and partnering agencies to continue progress in addressing the needs of homeless and poverty stricken persons within the City of Grand Island.

**Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

The City of Grand Island continues to participate in monthly meetings with the local Continuum of Care. The City and other non-profit partners within the CoC continue to cooperate in finding ideas to meet the housing and residential needs within the community of Grand Island.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

- Lack of affordable housing is influenced by a very broad range of public and private sector factors. According to the 2014 Housing Study Workforce Housing Needs Survey, the primary impediments to affordable housing are:

For Homeowners

- Housing prices
- Cost of utilities
- Lack of sufficient homes for sale

- Wages

#### For Renters

- Cost of rent
- Lack of decent rental units in price range
- Cost of utilities
- Wages

Municipal regulations such as zoning ordinances and subdivision regulations can provide restrictive parameters for the development of new affordable housing and residential investment.

In regard to furthering affordable housing, the City continues to work towards providing for a range of housing types and densities for all economic segments of the population. The City encourages equal and fair access to housing for renters and homeowners.

The City also promotes accessibility by providing affordable housing by formulating innovative policies, regulations and practices, and establishing secure funding mechanisms and targeting affordability programs toward households with incomes considered low to moderate income.

In order to overcome these impediments The City Of Grand Island worked towards making progress on goals that were prioritized by the City Of Grand Island which were to increase affordable housing options within the city and provide support services for neighborhoods and vulnerable populations. Progress towards goals were made by working with local partnerships such as the Continuum of Care, Housing Development Corporation, Habitat of Humanity and Hall County Housing Authority. The following Annual Action Plan activities were funded during the 2016 CDBG program year: Habitat for Humanity was able to purchase a lot that will later hold homes for persons or families meeting LMI standards; Housing Development Corporation was provided a program match, as they applied for an additional \$500,000 from the Nebraska Affordable Housing Trust Fund. A program that will purchase sub-standard homes at market rate, and do extensive renovation to them. Once the renovation is completed, the home will be sold to an income-qualifying individual or family, for the original purchase price.



## **CR-40 - Monitoring 91.220 and 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

The City of Grand Island executes contracts for all CDBG activities. These contracts meet the applicable program and federal requirements. The City monitors contracts for compliance with these program requirements, including general management, performance goals, financial management, data collection, reporting, eligibility determinations, non-discrimination, fair housing, affirmative marketing, Davis-Bacon labor compliance, etc.

In accordance with 24 CFR Part 85.36(e) and 84.44(b), the City will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

Community Development Division staff is responsible for monitoring program activities to assure timely use of the funds and compliance with HUD regulations and guidelines in implementing program activities under the programs. Basic tools used to accomplish this include:

- Contractual obligations of grant recipients. On-site monitoring. Report Audits

## **Citizen Participation Plan 91.105(d); 91.115(d)**

**Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

The most recent version of the Citizen Participation Plan was adopted by City Council on April 26, 2016 to include all new and additional parameters as identified in regard to becoming an Entitlement Community. The Citizen Participation Plan intends to make the community aware of CDBG projects and processes, as well as to make the pathway for becoming involved with review of CDBG funding as accessible as possible. A copy of the citizen participation plan, which includes public hearing time frames and varying methods in which the Community Development Division will make information

available is accessible on the City of Grand Island's website at [www.grand-island.com](http://www.grand-island.com), under the Community Development section or available in print from the Community Development Division directly at Grand Island City Hall, 100 E. 1st Street, Grand Island, Nebraska.

Outside of the public hearing process, opportunities to comment on proposed plans and other documents are available to the general public and other persons affected by the activities of the programs. A notice will be published in the Grand Island Independent in English, with directions for translation in Spanish, providing 30 calendar days for the public to comment on the Citizen Participation Plan, Consolidated Plan, Annual Action Plan, Plan Amendments and the Consolidated Annual Performance Evaluation Report.

### **CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

The City of Grand Island continues to focus on the objectives and goals that were outlined in the 2016-2018 Consolidated plan and 2016 Annual Action plan.

The City Of Grand Island fulfilled two changes to the contract with the Downtown BID. The first is an increase in the contract amount from \$35,000 to \$110,000, reflecting a \$75,000 amendment to the 2016-2017 Annual Action Plan. The second proposed change is a time extension request, which reflects the additional time needed to award the proposed funding increase. The original completion date for the contract was June 15, 2018 and it is being extended to September 30, 2018. This was approved by the Grand Island City Council on July 25, 2017. The City Council memo has been attached. (See Appendix A)

At this time as the City continues to work towards the objectives and goals, there are no other changes moving forward into the next program year.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI)**

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**grants?**

No

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

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## **CR-45 - CDBG 91.520(c)**

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The City Of Grand Island fulfilled two changes to the contract with the Downtown BID. The first is an increase in the contract amount from \$35,000 to \$110,000, reflecting a \$75,000 amendment to the 2016-2017 Annual Action Plan. The second proposed change is a time extension request, which reflects the additional time needed to award the proposed funding increase. The original completion date for the contract was June 15, 2018 and it is being extended to September 30, 2018. This was approved by the Grand Island City Council on July 25, 2017. The City Council memo has been attached. (See Appendix A)

At this time as the City continues to work towards the objectives and goals, there are no other changes moving forward into the next program year.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

# Attachment appendix A

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## **Council Agenda Memo**

**From:** Charley Falmlen, Community Development Division  
**Meeting:** July 25, 2017  
**Subject:** Approving Change Order No. 1 for CDBG Contract #2016- 4 – Small Business Rental Assistance Program  
**Presenter(s):** Charley Falmlen, Community Development

### **Background**

The City Council awarded a contract, in the amount of \$35,000, for the CDBG-funded Small Business Rental Assistance Program, to the Downtown Business Improvement District (BID) on December 13, 2016 via Resolution No. 2016-304. The contract was fully executed on December 15, 2017.

Any changes to the contract require council approval.

### **Discussion**

The Community Development Division is proposing two changes to the contract with the Downtown BID. The first is an increase in the contract amount from \$35,000 to \$110,000, reflecting a \$75,000 amendment to the 2016-2017 Annual Action Plan. The second proposed change is a time extension request, which reflects the additional time needed to award the proposed funding increase. The original completion date for the contract was June 15, 2018 and it is being extended to September 30, 2018.

### **Alternatives**

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

1. Move to approve Change Order #1 for CDBG Contract #2016-4 – Small Business Rental Assistance Program
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve Change Order No. 1 for CDBG Contract #2016- 4 – Small Business Rental Assistance Program.

### **Sample Motion**

Move to approve Change Order No. 1 for CDBG Contract #2016- 4 Small Business Rental Assistance Program

RESOLUTION 2017-201

WHEREAS, on December 13, 2017 by Resolution No. 2016-304, City Council awarded a contract, in the amount of \$35,000, for the CDBG-funded Small Business Rental Assistance Program, to the Downtown Business Improvement District (BID); and

WHEREAS, Community Development Division staff has worked closely with the Downtown Business Improvement District and acknowledges the need for said contract changes; and

WHEREAS, there will be a budget change from \$35,000 to \$110,000, reflecting an increase of \$75,000; and


WHEREAS, an extension from June 15, 2018 to September 30, 2018 is necessary in order to complete the project; and

WHEREAS, the Community Development Division supports said budget amendment and contract extension.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 for CDBG Contract #2016- 4 – Small Business Rental Assistance Program

---

Adopted by the City Council of the City of Grand Island, Nebraska, July 25, 2017.

  
Jeremy L. Jensen, Mayor

Attest:

  
RaNae Edwards, City Clerk

Approved as to Form   
July 24, 2017 by City Attorney

CAPER

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OMB Control No: 2506-0117 (exp. 06/30/2018)





**Change Order #1**

**PROJECT:** Small Business Rental Assistance Program (2016-4)

**CONTRACTOR:** Downtown Business Improvement District

**AMOUNT OF ORIGINAL CONTRACT:** \$35,000

**CONTRACT START DATE:** December 15, 2016

Revision #1 – Contract Extension date

Notice to Proceed Date ----- January 6, 2017  
Original Completion Date ----- June 15, 2018  
Revised Completion Date ----- September 30, 2018

Revision #2 – Budget Amendment

The original contract amount reflects the original 2016-2017 CDBG allocation. The City has amended the 2016-2017 Annual Action Plan to move \$75,000 from another program into the Small Business Rental Assistance Program.

Original Budget Amount ----- \$35,000  
Revised Budget Amount ----- \$110,000

**Contractor** Downtown Business Improvement District

By [Signature] Date 8/1/17  
Title PRESIDENT

**CITY OF GRAND ISLAND, NEBRASKA**

By [Signature] Date 8/1/17  
Mayor  
Attest [Signature]  
City Clerk

CAPER

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OMB Control No: 2506-0117 (exp. 06/30/2018)

# 30 Day Notice of Public Comment

AFFIDAVIT OF PUBLICATION

THE STATE OF NEBRASKA  
HALL COUNTY

Grand Island Independent

CITY OF GRAND ISLAND  
P.O. Box 1968

GRAND ISLAND NE 68802

REFERENCE 10022600  
20490918  
PUBLIC COMMENT: Amber Alvirez

Tami Treju being first duly sworn on his/her oath, deposes and says that he/she is the Legal Clerk of the Grand Island Independent, a newspaper printed and published at Grand Island, in Hall County, Nebraska, and of general circulation in Hall County, Nebraska, and as such has charge of the records and files of the Grand Island Independent, and affiant knows of his/her own personal knowledge that said newspaper has a bona fide circulation of more than 500 copies of each issue, has been published at Grand Island, Nebraska, for more than 52 weeks successively prior to the first publication of the annexed printed notice, and is a legal newspaper under the statutes of the State of Nebraska; that the annexed printed notice was published in said newspaper.

PUBLISHED ON:  
11/02/17

*Amber Alvirez*

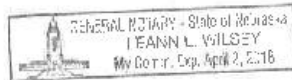
TOTAL COST: \$1.98  
AD SPACE:

Subscribed in my presence and sworn to before me this 2nd day of November, 2017.

My commission expires

4.2.2018

Notary Public



CITY OF GRAND ISLAND  
NOTICE OF  
PUBLIC COMMENT  
PERIOD REGARDING THE  
CONSOLIDATED ANNUAL  
PERFORMANCE  
EVALUATION REPORT  
(CAPER) FOR  
COMMUNITY  
DEVELOPMENT BLOCK  
GRANT (CDBG) ACTIVITIES  
TO ALL INTERESTED  
AGENCIES, GROUPS, AND  
INDIVIDUALS

NOTICE IS HEREBY GIVEN by the City of Grand Island for a 30-day Public Comment Period to provide an opportunity for city residents to give input regarding the City's Community Development HUD Consolidated Annual Performance Evaluation Report (CAPER). This Report discusses how the Department allocated and expended its Community Development Block Grant (CDBG) funds. The CAPER addresses progress achieved in attaining goals and meeting its priorities.

30-day public comment period will begin on Thursday, November 2, 2017, and end on Friday, December 1, 2017, 5:00 p.m. All residents, property owners, persons with disabilities, immigrants, seniors,

low-income, children and youth, homeless persons, and other stakeholders of the City of Grand Island are encouraged to submit written comments or questions regarding the draft CAPER to Amber Alvirez, Community Development Administrator, located at City Hall.

Written comments should be addressed to Community Development Administrator, P.O. Box 1968, Grand Island, NE 68802, and will be accepted if received on or before Friday, December 1, 2017. A copy of the draft 2016 CAPER will be available on or before November 2, 2017, for public review weekdays between the hours of 8:30 a.m. and 4:30 p.m. at City Hall, at the above mentioned location or available anytime on the City of Grand Island's website at: <http://grand-island.com/your-gov/announcements/planning/comm-development/public-notices>

If special accommodations for persons with disabilities or non-English speaking persons are needed, please contact the City Clerk at (308) 688-6554 no later than November 28, 2017.

El aviso publico esta disponible en Español. Por favor, visite [www.grand-island.com/your-gov/announcements/planning/comm-development/public-notices](http://www.grand-island.com/your-gov/announcements/planning/comm-development/public-notices) en su propia traducción.

CAPER

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OMB Control No: 2506-0117 (exp. 06/30/2018)

RESOLUTION 2017-362

WHEREAS, on August 25, 2015, the City of Grand Island became an Entitlement Community; and

WHEREAS, the United States Department of Housing and Urban Development requires multiple certifications in order to comply with the Community Development Block Grant Program requirements; and

WHEREAS, all grantees are required to report on accomplishments and progress toward Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER) ; and

WHEREAS, the Community Development Division created the required documentation to serve under the Entitlement Program and completed 30 day public comment per program requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the City of Grand Island, Nebraska is hereby approves and adopts Community Development Block Grant, 2016 Consolidated Annual Performance & Evaluation Report; and the Mayor is hereby authorized to sign such certifications on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 19, 2017.

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

Attest:

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

Approved as to Form	☐ _____
December 15, 2017	☐ City Attorney



# City of Grand Island

Tuesday, December 19, 2017

Council Session

## Item G-16

**#2017-363 - Approving Keno Satellite Location and Agreement for Irish Pub of GI, Inc. dba McKinney's Irish Pub, 123 West 3rd Street**

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk

**Meeting:** December 12, 2017

**Subject:** Approving Keno Satellite Location and Agreement for Irish Pub of GI, Inc. dba McKinney's Irish Pub, 123 West 3<sup>rd</sup> Street

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

## **Background**

An Interlocal Agreement governing County/City keno operations provides that the City shall have the duty to review and approve satellite operations within the City. Fonner Keno, Inc. has previously been licensed to operate keno at Fonner Park as well as other facilities in the City that have been designated as satellite locations for the operation of keno.

## **Discussion**

Irish Pub of GI, Inc. dba McKinney's Irish Pub, 123 West 3<sup>rd</sup> Street has submitted a request for approval of a satellite location at the premises of McKinney's Irish Pub, 123 West 3<sup>rd</sup> Street. This request was presented to Hall County at their November 14, 2017 meeting. Approval of the Satellite Agreement between Irish Pub of GI, Inc. and Fonner Keno, Inc. is required along with approval for the satellite location. The Agreement has been reviewed by the Legal and Building Departments.

## **Alternatives**

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

1. Move to approve the request
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 request for a Keno Satellite Location and Agreement for Irish Pub of GI, Inc. dba McKinney's Irish Pub, 123 West 3<sup>rd</sup> Street.

## **Sample Motion**

Move to approve the request for a Keno Satellite Location and Agreement for Irish Pub of GI, Inc. dba McKinney's Irish Pub, 123 West 3<sup>rd</sup> Street.

RESOLUTION #17-059

A RESOLUTION APPROVING IRISH PUB OF GRAND ISLAND, INC.  
d/b/a McKINNEY'S PUB  
AS A KENO SALES OUTLET LOCATION

WHEREAS, Irish Pub of Grand Island, Inc. d/b/a McKinney's Pub, hereinafter referred to as Applicant, has made its application for approval as a keno sales outlet location for the Hall County Keno Lottery and has entered into an option agreement and a satellite agreement with the lottery operator, Fonner Keno, Inc., for satellite operation of the county keno game at its place of business located at 123 W 3<sup>rd</sup> Street, Grand Island, Nebraska; and

WHEREAS, Applicant's application has been reviewed and approved by the County's Keno Administrator; and

WHEREAS, Fonner Keno, Inc., requests the County's approval of Applicant's Keno Sales Outlet application.

NOW BE IT RESOLVED, Applicant's application for operation of a satellite keno sales outlet at 123 W 3<sup>rd</sup> Street, Grand Island, Nebraska, consistent with the Lottery Operator Agreement between Hall County and Fonner Keno, Inc., is hereby approved.

Resolution moved by Supervisor Karen Bredthauer

Seconded by Supervisor Doug Lanfear

Vote:

Supervisor Arnold:	For <u>X</u> ; Against ___; Abstained ___; Not Present ___.
Supervisor Bredthauer:	For <u>X</u> ; Against ___; Abstained ___; Not Present ___.
Supervisor Lancaster	For ___; Against ___; Abstained ___; Not Present <u>X</u> .
Supervisor Lanfear:	For <u>X</u> ; Against ___; Abstained ___; Not Present ___.
Supervisor Quandt:	For <u>X</u> ; Against ___; Abstained ___; Not Present ___.
Supervisor Richardson:	For <u>X</u> ; Against ___; Abstained ___; Not Present ___.
Supervisor Schuppan	For <u>X</u> ; Against ___; Abstained ___; Not Present ___.

PASSED AND ADOPTED THIS 14 day of November, 2017.

HALL COUNTY BOARD OF SUPERVISORS

Pamela E. Lancaster  
Pamela E. Lancaster, Chair  
Vice Chair

Marla J. Conley  
Marla J. Conley, Hall County Clerk

## SATELLITE AGREEMENT

THIS SATELLITE AGREEMENT made this 7<sup>th</sup> day of Sept, 2017 by and between FONNER KENO, INC., a Nebraska corporation, (hereinafter referred to as "Contractor") and Irish Pub of Grand Island, Inc., d/b/a McKinney's Pub (hereinafter referred to as "Satellite Owner").

Whereas, the County of Hall, Nebraska (hereinafter referred to as "the County") and the City of Grand Island, Nebraska (hereinafter referred to as "the City") have entered into an inter-local Cooperation Agreement, dated the 23<sup>rd</sup> day of March, 1993 (hereinafter referred to as "the Inter-local Cooperation Agreement") for the conduct by the County of a keno-type lottery game consistent with the provisions of the Nebraska County and City Lottery Act (Neb. Rev. Stat. Sections 9-601 Through 9-653); and

Whereas, the Contractor has entered into a Lottery Operator Agreement dated the 23<sup>rd</sup> day of March, 1993 (hereinafter referred to as "the Lottery Operator Agreement") with the County for the operation of a keno-type lottery game, the term of which Lottery Operator Agreement was extended by a Modification and Extension of Lottery Operator Agreement dated October 14, 1997; and

Whereas, the Satellite Owner has been designated as an additional satellite location consistent with Paragraph 3.3 of the Lottery Operator Agreement; and

Whereas, the Contractor and the Satellite Owner desire to enter into this Satellite Agreement to provide for the rights, duties and obligations of the Contractor and the Satellite Owner in regard to the establishment of a keno-type lottery game at the premises of the Satellite Owner.

Now, therefore, in consideration of the mutual covenants contained herein, the parties do hereby agree and contract as follows:

1. The Satellite Owner agrees to permit the Contractor to establish a keno-type lottery game at the premises of the Contractor described in Exhibit "A" attached hereto and made part hereof by reference (hereafter referred to as "the Satellite Location") upon the following terms and conditions.
2. The Contractor may commence a keno-type lottery game at the Satellite Location by providing equipment at the Satellite Location, which displays the winning numbers, which are displayed at the main or primary location of the Contractor as provided in the Lottery Operator Agreement. The Contractor shall provide the equipment necessary for the keno-type lottery game including, but not limited to, the writer station monitor, cable, terminals and printers. The Satellite Owner shall, however, provide at the expense of the Satellite Owner a cabinet and counter area for such equipment and an adequate electrical power supply to operate such equipment. The Contractor shall pay for the cost of the telephone and data line installation and applicable monthly fees. The Contractor shall reserve the right, in sole discretion of the Contractor, to provide equipment at the Satellite Location, which is separate from equipment at the main or primary location of the Contractor as provided in the Lottery Operator Agreement.



3. The Contractor shall commence the keno-type lottery game at the Satellite Location as soon as possible after the execution of this Satellite Agreement by Contractor and the Satellite Owner consistent with the Lottery Operator Agreement. The keno-type lottery game at the Satellite Location shall, at all times, comply with the requirements of the Nebraska County and City Lottery Act (Neb. Rev. Stat. Sections 9-601 through 9-653), the rules and regulations of the Nebraska Department of Revenue and the rules and regulations of the Contractor. The Satellite Owner agrees to strictly comply with all requirements of the Nebraska County and City Lottery Act (Neb. Rev. Stat. Sections 9-601 through 9-653), the rules and regulations of the Nebraska Department of Revenue, and the rules and regulations of the Contractor in regard to the operation of a keno-type lottery game at the Satellite Location. The Satellite Owner agrees to issue keno tickets in compliance with the instructions of the Contractor. The Satellite Owner further agrees to award and pay prizes and to redeem all winning tickets in compliance with the instructions of the Contractor. The Contractor shall remain responsible for the operation of the keno-type lottery game at the Satellite Location consistent with the Lottery Operator Agreement.
4. The Satellite Owner shall receive five percent (5%) of the gross proceeds received from the operation of the keno-type lottery game at the Satellite Location. The Satellite Owner shall have no interest in any gross proceeds received from the operation of the keno-type lottery game at any main or primary location of the Contractor as provided in the Lottery Operator Agreement or from the operation of the keno-type lottery game at any satellite location other than the Satellite Location as provided in the Lottery Operator Agreement. Gross proceeds shall be defined as provided in the Lottery Operator Agreement. The amount due to the Satellite Owner shall be paid to the Satellite Owner by the Contractor no later than fifteen (15) days following the last day of the lottery operations for each month. The Satellite Owner shall have no right to retain any of the gross proceeds from the operation of the keno-type lottery game and shall have no interest in the gross proceeds of the keno-type lottery game except as provided in this Paragraph 4.
5. The Satellite Owner shall hire and provide suitable management and operational personnel for the conduct of the lottery at the Satellite Location subject to the following:
  - 5.1 Each employee of the Satellite Owner who is engaged in the operation of the lottery or has direct unsupervised access to the lottery equipment shall be individually bonded in the amount of Twenty-Five Thousand Dollars (\$25,000.00);
  - 5.2 Each employee of the Satellite Owner, in the sole discretion of the Contractor, shall be subject to a complete and thorough background and criminal history check prior to, and throughout his/her term of employment;

- 5.3 Each employee of the Satellite Owner shall be subject to the control and supervision of the Contractor in regard to the conduct and operation of the keno-type lottery game at the Satellite Location;
- 5.4 Each employee of the Satellite Owner involved in the conduct and operation of the keno-type lottery game shall be subject to such training, to be provided at the expense of the Contractor and shall be further subject to the approval of the Contractor before such employee of the Satellite Owner is permitted to become involved in the conduct and operation of the keno-type lottery game at the Satellite Location; and
- 5.5 Each employee of the Satellite Owner involved in the conduct and operation of the keno-type lottery game shall be familiar with the rules and regulations of the Contractor and the Nebraska Department of Revenue in regard to the conduct and operation of the keno-type lottery game at the Satellite Location and shall fully comply with such rules and regulations of the Contractor and the Nebraska Department of Revenue.
6. The Satellite Owner shall permit the Contractor access to the Satellite Location during regular business hours for any purpose related to this Satellite Agreement, the Lottery Operator Agreement or the operation of the keno-type lottery game at the Satellite Location.
7. The Satellite Owner shall take reasonable measures as required by the Contractor to keep safe the equipment for the keno-type lottery game provided by the Contractor and to provide secure areas for the storage of supplies for the keno-type lottery game at the Satellite Location. The Satellite Owner shall assume all risk for damage to the equipment for the keno-type lottery game provided by the Contractor unless such loss or damage is caused by the acts of the Contractor. The Contractor reserves the right, in the sole discretion of the Contractor, either to maintain insurance covering the equipment for the keno-type lottery game provided by the Contractor or to require the Satellite Owner to maintain insurance satisfactory to the Contractor covering the equipment for the keno-type lottery game provided by the Contractor with the Contractor named as an additional insured; provided, however, that the Contractor shall be responsible for the cost of insurance covering the equipment for the keno-type lottery game provided by the Contractor.
8. The Satellite Owner shall make such arrangements as required by the Contractor to operate the keno-type lottery game at the Satellite Location including, but not limited to, arrangements for payments of prizes and disbursements in regard to the keno-type lottery game at the Satellite Location.
9. The Satellite Owner shall assume responsibility for any ticket written in error or for the payment of any prize not properly authorized for the payment in conformity with the rules and regulations of the Contractor and the Nebraska Department of Revenue.

10. The Satellite Owner shall use its best efforts to detect efforts to cheat the keno-type lottery game or tamper with the equipment for the keno-type lottery game provided by the Contractor and promptly notify the Contractor of any such matters.
11. The Satellite Owner shall promptly notify the Contractor of any malfunction of the equipment for the keno-type lottery game provided by the Contractor for the Satellite Location.
12. The Contractor will provide all supplies for the operation of the keno-type lottery game at the Satellite Location. The Satellite Owner shall not use any supplies for the operation of the keno-type lottery game at the Satellite Location except as provided by the Contractor. The Satellite Owner will reimburse the Contractor for the cost of supplies provided to the Satellite Owner by the Contractor.
13. The Satellite Owner shall be solely responsible for all expenses incurred at the Satellite Location in connection with the operation of the keno-type lottery game except for the costs relating to the equipment for the keno-type lottery game provided by the Contractor. The Satellite Owner shall be solely responsible for the payment of all expenses incurred by the Satellite Owner; including, but not limited to, taxes, insurance except as provided in Paragraph 7, rent, supplies, fees, salaries and all other such expenses incurred by the Satellite Owner in the operation of the keno-type lottery game at the Satellite Location.
14. The daily net proceeds from the keno-type lottery game at the Satellite Location shall be deposited by the Satellite Owner not later than noon of the next banking day following the date of receipt in an account maintained by the Contractor in a bank designated by the Contractor, consistent with any instructions of the Contractor. The daily net proceeds shall be the aggregate amount wagered at the Satellite Location less prizes paid by the Satellite Location in accordance with the rules and regulations of the Contractor and the Nebraska Department of Revenue.
15. The Satellite Owner will use its best efforts to maximize the gross proceeds from the keno-type lottery game at the Satellite Location.
16. The Contractor may terminate this Satellite Agreement if the gross proceeds from the operation of the keno-type lottery game at the Satellite Location are One Hundred Twenty Thousand Dollars (\$120,000.00) or less for any previous period of three (3) months; provided, however, that the Contractor shall have no right to terminate this Satellite Agreement for a period of six (6) months after the establishment of the keno-type lottery game at the Satellite Location.

17. The Satellite Owner shall sell concessions, including alcoholic and non-alcoholic beverages, and may conduct other legitimate business operations at the Satellite Location; provided, however, that the Satellite Owner shall comply with all applicable federal, state and local laws in selling concessions at the Satellite Location. Concessions shall include, but not be limited to, food, alcoholic and non-alcoholic beverages, and souvenirs. All proceeds, expenses, and liabilities resulting from the sale of the concessions shall be the property and the sole responsibility of the Satellite Owner. The Satellite Owner shall maintain separate records and bank accounts for all concessions, which shall not be co-mingled with any funds or proceeds received in the conduct of the keno-type lottery game.
18. The Satellite Owner agrees to maintain any books and records of all operations associated with the operation of the keno-type lottery game required by the Contractor to comply with the Nebraska County and City Lottery Act (Neb. Rev. Stat. Section 9-601 through 9-653) and the rules and regulations of the Nebraska Department of Revenue.
19. The Contractor shall have the right, without notice to the Satellite Owner, to review any books and records relating to the lottery operations at the Satellite Location.
20. The Satellite Owner agrees to provide to the Contractor and keep current on at least an annual basis, financial statements, including balance statements and profit and loss statements of the Satellite Owner.
21. The term of this Satellite Agreement shall be for the remainder of the term of the Lottery Operator Agreement, including the term of any renewal or renewals of the Lottery Operator Agreement. In addition, the Contractor shall have the right to extend the term of this Satellite Agreement for the term of any new agreement between the County and the Contractor for the conduct of a keno-type lottery game. The Contractor and the Satellite Owner agree that the compensation of the Satellite Owner shall remain at five percent (5%) of the gross proceeds received from the operation of the keno-type lottery game, at the Satellite Location, during the term of this Satellite Agreement, and during the term of any renewal, extension, or re-negotiation of this Satellite Agreement.
22. The Satellite Owner agrees to permit the Contractor to operate the keno-type lottery game consistent with the Lottery Operator Agreement and any schedule for the hours of operation of the keno-type lottery game developed by the Contractor and the County. Subject to the amendment of the schedule for the hours of operation of the keno-type lottery game by the Contractor and the County, the hours of operation of the keno-type lottery game at the Satellite Location shall be from 10:00 a.m. until 1:00 a.m. of the following day on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday and from 12:00 p.m. to 12:00 a.m. on Sunday.
23. The Satellite Owner shall be responsible to conduct and maintain the business of the Satellite Location in an orderly fashion and maintain its license to sell alcoholic beverages for consumption at the Satellite Location.

24. The Satellite Owner shall, at all times, maintain insurance with an insurer acceptable to the Contractor covering general liability in the amount of One Million Dollars (\$1,000,000.00) per person and Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and One Hundred Thousand Dollars (\$100,000.00) for property damage and shall provide assumed contractual liability coverage as imposed by this Satellite Agreement notwithstanding that the Contractor or the County be named insured. The Satellite Owner shall provide proof of insurance with an insurance company acceptable to the Contractor within thirty (30) days of the execution of this Satellite Agreement and annually thereafter, and the Contractor and the County, upon request, shall be an additional named insured therein. Said insurance shall contain a non-cancellation provision requiring thirty (30) days' notice to the Contractor prior to the cancellation of coverage. The Satellite Owner shall maintain coverage for workers compensation insurance as required by state law. The failure to maintain insurance as required by this Satellite Agreement shall constitute a breach of this Satellite Agreement.
25. The Satellite Owner shall indemnify and hold harmless the Contractor from any claims, loss or expenses to persons or property, including the equipment for the keno-type lottery game provided by the Contractor, caused or resulting from the operation of the keno-type lottery game at the Satellite Location unless, and to the extent, caused by the negligence of the Contractor.
26. The Satellite Owner shall be subject to the following provisions:
- 26.1 The Satellite Owner is prohibited from violating any law, rule or regulation governing the keno-type lottery game at the Satellite Location;
  - 26.2 The Satellite Location shall, at all times, have seating capacity and available parking sufficient to accommodate members of the general public who may wish to come to the Satellite Location to observe or play the keno-type lottery game or to engage in any other activity conducted at the Satellite Location.
  - 26.3 The Satellite Location shall, at all times, have sufficient facilities to permit the Contractor to sell keno tickets.
  - 26.4 The Satellite Location may be required by the Contractor to have a board or other monitor clearly visible to the players on which the winning numbers are displayed simultaneously or nearly simultaneously with their display at the main or primary location of the Contractor as described in the Lottery Operator Agreement;
  - 26.5 The Satellite Location shall have proper security for the keno lottery activities and associated activities;
  - 26.6 All persons with any direct or indirect ownership in the Satellite Location must, in the sole discretion of the Contractor, be of good character and financially responsible; and
  - 26.7 The Satellite location must comply with any criteria or qualifications standards established by the County and the City, if applicable.

27. The Contractor shall have no ownership, nor any other interest, in the Satellite Location except for the right to operate the keno-type lottery game at the Satellite Location. The Contractor will not charge the Satellite Owner a fee for the right to be a Satellite Location. The Contractor shall pay the costs of the necessary equipment for the Satellite Location and the installation of same, and maintenance, repairs, financing, taxes, and insurance of any such equipment or failure of same. The Contractor is expressly prohibited from receiving any income or other proceeds from any concession sales of the Satellite Owner at the Satellite Location.
28. The Satellite Owner agrees to strictly comply with all applicable laws and regulations of the United States, the State of Nebraska, the County and the City, if applicable, in regard to the operation of a keno-type lottery game by the Contractor at the Satellite Location, together with the requirements, provisions and conditions of the Nebraska County and City Lottery Act (Neb. Rev. Stat. Sections 9-601 through 9-653) and administrative rules and regulations promulgated by the Nebraska Department of Revenue. In the event that any such law should be changed, amended, repealed, or newly enacted, the Satellite Owner shall comply to said change by the effective date of the change in the law. In the event that the Lottery Operator Agreement with the Contractor is terminated by the County for any reason whatsoever, this Satellite Agreement may be terminated by the Contractor without liability to the Satellite Owner.
29. The Satellite Owner agrees to be bound by and comply with the applicable provisions of the Inter-Local Cooperation Agreement, if applicable, and the Lottery Operator Agreement, which Inter-Local Cooperation Agreement and Lottery Operator Agreement are made a part hereof by reference.
30. The Satellite Owner agrees to take all action requested by the Contractor to obtain a license from the City, if applicable, for the establishment of a keno-type lottery game at the Satellite Location.
31. The Satellite Owner acknowledges and agrees that the Contractor may establish a keno-type lottery game at other satellite locations consistent with the provisions of the Lottery Operator Agreement.
32. The Satellite Owner shall be considered to be in default of this Satellite Agreement upon the happening of any of the following events:
  - 32.1 Insolvency of the Satellite Owner;
  - 32.2 The filing of a petition of bankruptcy for the protection, under Chapter 7, 11 or 13 of the Bankruptcy Code, of the Satellite Owner, any partner of the Satellite Owner if Satellite Owner is a partnership, or any officer, director or shareholder of the Satellite Owner if the Satellite Owner is a corporation;
  - 32.3 The conviction of the Satellite Owner or any partner, director, officer, shareholder or employee of the Satellite Owner of a felony relating to the honesty or trustworthiness of the Satellite Owner in the performance of this Satellite Agreement.

- 32.4 The failure of the Satellite Owner to comply with any federal, state or local law;
  - 32.5 The failure to provide material information, the furnishing of false information, or the omissions of material information as required to be disclosed to the Contractor under this Satellite Agreement.
  - 32.6 The failure of the Satellite Owner to provide the Contractor with the sufficient facilities at the Satellite Location, in the sole discretion of the Contractor, to permit the Contractor to operate the keno-type lottery game; or
  - 32.7 Any breach of this Agreement.
33. The Contractor may terminate this Satellite Agreement in the event that the Satellite Owner or partner, director, officer, shareholder or employee of the Satellite Owner has:
- 33.1 violated any provision of the Nebraska County and City Lottery Act (Neb. Rev. Stat Section 9-601 through 9-653);
  - 33.2 violated any of the rules and regulations of the Nebraska Department of Revenue;
  - 33.3 violated any of the rules and regulations of the Contractor in regard to the operation of the keno-type lottery game at the Satellite Location;
  - 33.4 condoned or promoted the conduct of any gambling activity not recognized or authorized by the laws of the State of Nebraska;
  - 33.5 had its right to continue as a Satellite Location disapproved by the County or the City, if applicable.
34. The Satellite Owner shall comply with all rules and regulations established by the Contractor in regard to the operation of the keno-type lottery game at the Satellite Location.
35. No officer, director, shareholder, partner, owner, or employee of the Satellite Location or their immediate family shall play the keno-type lottery game or claim any keno-lottery prizes either at the Satellite Location or at any other location of the Contractor.
36. The Contractor may terminate this Satellite Agreement upon five (5) days' notice to the Satellite Owner at any time the Satellite Owner breaches any of the terms of this Satellite Agreement or is otherwise in default of this Satellite Agreement and fails to cure such breach or default within said five (5) day period after notice is given of such default or breach by the Satellite Owner. The Contractor may, however, extend the period within which to allow the Satellite Owner to cure such breach or default. The Contractor may terminate this Satellite Agreement upon thirty (30) days' notice to the Satellite Owner if the Lottery Operator Agreement of the Contractor is terminated by the County for any reason whatsoever.

37. The Satellite Owner shall provide and maintain a performance bond in the form of a corporate surety acceptable to the Contractor in the amount of Twenty-Five Thousand Dollars (\$25,000.00), said bond to guarantee the Satellite Owner's full and complete performance of this Satellite Agreement, including the payment to the Contractor of all sums due hereunder and the payment of all prizes claimed. Said bond shall provide that said bond shall not be canceled except upon giving thirty (30) days' notice in writing to the Contractor. Any termination or cancellation of said bond during the term of this Satellite Agreement shall constitute a breach of this Satellite Agreement; provided, however, that the Satellite Owner may cure such breach by filing with the Contractor a replacement bond in the form and surety satisfactory to the Contractor on or before the effective date of termination or cancellation of said bond. In lieu of said bond, the Satellite Owner, with the consent of the Contractor, may file with the Contractor a letter of credit issued by a local bank or other financial institution or other collateral acceptable to the Contractor in the amount of Twenty-Five Thousand Dollars (\$25,000.00); provided, however, that the Satellite Owner shall be in breach of this Satellite Agreement at any time during the term of this Satellite Agreement that the Satellite Owner does not have on file with the Contractor a letter of credit issued by a local bank or other financial institution or other collateral acceptable to the Contractor in the amount of Twenty-Five Thousand Dollars (\$25,000.00).
38. In the event of the breach of the Satellite Agreement, and in addition to all remedies available under this Satellite Agreement, or at law or in equity, the Contractor shall be entitled to affirmative or negative injunctive relief.
39. No waiver by either party to this Satellite Agreement at any time of any breach by the other party or if compliance by the other party with any condition or provision of this Satellite Agreement to be performed by the other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time. Any invalidity or unenforceability of any provision or provisions of this Satellite Agreement shall not affect the validity or enforceability of any other provisions of this Satellite Agreement, nor shall the invalidity or unenforceability of a portion of any provision of this Satellite Agreement affect the validity or enforceability of the balance of such provisions. All other provisions and parts of provisions shall remain in full force and effect; provided, however, if the removal or inoperative effect of any such provision or part of any provision so declared invalid or unenforceable shall materially affect the Contractor's rights hereunder, the Contractor may terminate this Satellite Agreement.
40. Whenever this Satellite Agreement shall set forth any time for any action to be performed by, or on behalf of, the Satellite Owner, such time shall be deemed of the essence.



41. The parties hereto agree that all rights and obligations required under this Satellite Agreement are personal to the parties and that neither this Satellite Agreement, nor any rights or obligations hereunder, may be assigned, transferred, or subcontracted by the Satellite Owner.
42. This Satellite Agreement incorporates and integrates all terms and conditions of all documents and laws mentioned herein or incidental hereto and constitutes the entire Satellite Agreement between the parties hereto superseding any prior agreement or understanding, whether oral or written, express or implied. This Satellite Agreement may not be discharged or modified except as provided herein or permitted by law.
43. This Satellite Agreement shall be governed and construed in accordance with the laws of the State of Nebraska. Any legal action to enforce or declare any rights or obligations created or imposed by this Satellite Agreement shall be commenced in a court of the State of Nebraska.
44. Notices for any and all purposes hereunder, including service of process, shall be deemed to be sufficient if sent by certified or registered mail, postage prepaid, addressed as follows:
  - 44.1 To the Contractor:

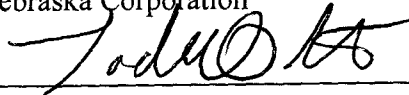
Fonner Keno, Inc.  
700 East Stolley Park Road  
P.O. Box 490  
Grand Island, NE 68802-0490
  - 44.2 To the Satellite Owner:

At the address designated in Exhibit "A" attached hereto and made a part hereof by reference.
45. The Contractor shall have the option to renew this Satellite Agreement for any period during which the Lottery Operator Agreement is extended by the County.
46. The Satellite Owner shall promote the keno-type lottery game with the regular food and beverage customers of the Satellite Location consistent with any requirements of the Contractor. The Contractor shall have sole authority in regard to any other advertising and promotion of the keno-type lottery game at the Satellite Location. The Satellite Owner shall not engage in any advertising or promotion of the keno-type lottery game at the Satellite Location except with the consent of the Contractor.

47. The Satellite Owner agrees to cooperate with the Contractor regarding the operation of a keno-type lottery game at the Satellite Location and will execute and deliver any such other instruments and documents and take such other actions as may reasonably be required or requested from time to time by the Contractor in order to carry out the intended purposes of this Satellite Agreement and to comply with any and all laws and governmental regulations for the operation of a keno-type lottery game.
48. At the end of the term of this Satellite Agreement, or in the event of any termination of this Satellite Agreement, the Satellite Owner agrees to surrender the equipment for the keno-type lottery game provided by the Contractor at the Satellite Location to the Contractor. The Satellite Owner further consents to permit the Contractor access to the Satellite Location for the purposes of the removal of the equipment for the keno-type lottery game provided by the Contractor at the Satellite Location notwithstanding any dispute between the Satellite Owner and the Contractor regarding the termination of this Satellite Agreement. The Satellite Owner acknowledges and agrees that the Satellite Owner shall have no right, title or interest in the equipment for the keno-type lottery game provided by the Contractor at the Satellite Location.
49. The Satellite Owner acknowledges and agrees that it is not an employee of, or joint venture or partner with, the Contractor. This Satellite Agreement does not give rise for any claim, loss or damages against the Contractor in the event of the termination of the Satellite Agreement, or in the event that the Contractor is unable to perform hereunder for any reason whatsoever.

In Witness whereof, the parties have executed this Satellite Agreement

Fonner Keno, Inc.  
A Nebraska Corporation

By: 

"Contractor"

Irish Pub of Grand Island, Inc.  
~~d/b/a McKinney's Pub~~  
A Nebraska Corporation

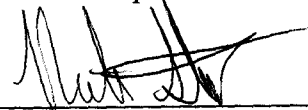
By:   
President

Exhibit "A"

1. The address of and general description of the Satellite Location under paragraph 1. of the Satellite Agreement is:

Premises of:

Irish Pub of Grand Island, Inc.  
d/b/a McKinney's Pub  
123 West 3rd Street  
Grand Island, NE 68801

2. The address for notice to the Satellite Owner under Paragraph 44.2 of the Satellite Agreement is:

123 West 3rd Street  
Grand Island, NE 68801

### **OPTION**

The undersigned hereby grants to Fonner Keno, Inc., ("Fonner Keno"), a Nebraska corporation, the option to establish a keno-type lottery game at the premises of Irish Pub of Grand Island, Inc., d/b/a McKinney's Pub, 123 West 3rd Street, Grand Island, NE 68801, upon the following terms and conditions:

1. The undersigned acknowledges that Fonner Keno has entered into a Lottery Operator Agreement dated the 23rd day of March 1993 ("Lottery Operator Agreement") with the County of Hall, Nebraska ("County") for the establishment of a keno-type lottery game and that the term of such Lottery Operator Agreement was extended by a Modification and Extension of Lottery Operator Agreement dated October 8, 2002.

2. The undersigned further acknowledges that Fonner Keno may operate any number of Satellite locations within the boundaries of the County, subject to the approval of the County, consistent with Paragraph 3.3 of the Lottery Operator Agreement. If any such satellite location is located within the boundaries of the City of Grand Island, Nebraska ("City"), Fonner Keno may not operate such satellite location before obtaining the approval of the City.

3. The undersigned desires to be designated as an additional satellite location consistent with the Lottery Operator Agreement, and further desires to enter into the Satellite Agreement with Fonner Keno, attached hereto as Exhibit "A" and made a part hereof by reference.

4. The undersigned agrees to complete the Sales Outlet Application, attached hereto as Exhibit "B" and made a part hereof by reference, and any other materials requested by the County, and deliver same to Fonner Keno for submission to the County.

5. The undersigned acknowledges that the sole consideration for the Option shall be the submission of the Sales Outlet Application and this Option by Fonner Keno to the County and the City, if applicable, consistent with the provisions of Paragraph 3.3 of the Lottery Operator Agreement.

6. The undersigned acknowledges that Fonner Keno will rely on this Option in submitting the Sales Outlet Application of the undersigned and this Option to the County and the City, if applicable, consistent with the provisions of the Lottery Operator Agreement, and may incur expense in regard to the submission to the County of the Sales Outlet Application of the undersigned and this Option consistent with the provision of the Lottery Operator Agreement.

7. Fonner Keno may exercise this option to establish a keno-type lottery game at the premises of the undersigned, as described in this Option, in the sole discretion of Fonner Keno and upon the exercise of such option by Fonner Keno, the undersigned shall execute the Satellite Agreement, attached hereto as Exhibit "A" and made a part hereof by reference.

8. This Option shall be void and of no further force and effect whatsoever unless it is exercised in the sole discretion of Fonner Keno.

9. This Option shall terminate if the Sales Outlet Application of the undersigned and this Option are not approved by the County and the City, if applicable consistent with Paragraph 3.3 of the Lottery Operator Agreement. If the undersigned has not entered into the Satellite Agreement attached hereto as Exhibit "A" and made a part hereof by reference, on or before 12/31/2017 2017, this Option shall be considered terminated.

10. This Option shall be subject to the terms and conditions of the Lottery Operator Agreement and the Interlocal Cooperation Agreement dated the 23rd day of March 1993, between the County and the City.

11. The undersigned acknowledges that Fonner Keno has no obligation to establish a keno-type lottery game at the premises of the undersigned described in this Option and the obligation of Fonner Keno to Establish a keno-type lottery game at the premises of the undersigned described in this Option shall arise only upon the execution in the sole discretion of Fonner Keno, of the Satellite Agreement.

12. The submission of the Sales Outlet Application of the undersigned and this Option to the County and the City, if applicable, will not result in any rights of the undersigned to have the premises of the undersigned described in this Option designated as a satellite location. The establishment of a satellite location at the premises of the undersigned described in this Option by Fonner Keno is expressly subject to the approval of the County and the City, if applicable.

13. Fonner Keno shall have no obligation to enter into the Satellite Agreement except in the sole discretion of Fonner Keno and consistent with the Lottery Operator Agreement. Fonner Keno will enter into the Satellite Agreement only upon compliance with the requirements of the Lottery Operator Agreement including, but not limited to, the approval of a satellite location at the premises of the undersigned described in this Option by the County and the City, if applicable.

14. The undersigned acknowledges that the County and the City have established or may establish criteria of qualification standard for satellite locations. The undersigned agrees to provide Fonner Keno with such additional information required by Fonner Keno to determine whether the undersigned complies with any criteria or qualification standards established by the County and, if applicable, the City. The undersigned acknowledges that the undersigned will be ineligible to be designated as an additional Agreement in the event that the undersigned fails to comply with any criteria or qualification standards established by the County and, if applicable, the City.

15. The undersigned will not transfer, sell, assign, grant or convey this Option to any other person or entity.

16. The undersigned will indemnify and hold Fonner Keno harmless against any liability incurred by Fonner Keno in reliance on the Option in the event that the undersigned fails to perform he terms and conditions of this Option.

17. Time is of the essence in regard to this Option.

18. This Option is binding upon the parties hereto and upon their respective heirs, successors, personal representatives and assigns.

DATED this 7 day of September, 2017.

IRISH PUB OF GRAND ISLAND,  
INC., d/b/a MCKINNEY'S PUB

By 

President

### **RECEIPT**

Fonner Keno, Inc., hereby acknowledges receipt of this Option and agrees to submit this Option, together with the applicable Sales Outlet Application, to the County of Hall, Nebraska and the City of Grand Island, Nebraska, if applicable, consistent with the Lottery Operator Agreement dated the 23rd day of March 1993, between Fonner Keno, Inc., and the County of Hall, Nebraska; provided, however, that Fonner Keno, Inc., shall have no obligation to establish a keno-type lottery game at the premises described in the foregoing Option, except in the sole discretion of Fonner Keno, Inc.

DATED this 7<sup>th</sup> day of September, 2017.

FONNER KENO, INC., A Nebraska  
Corporation

By 

## APPLICATION FOR HALL COUNTY KENO SALES OUTLET APPROVAL

1. Business name and location of proposed sales outlet location: Irish Pub of GI,  
Inc, DBA McKinney's Irish Pub, 123 W. 3<sup>rd</sup>, Grand Island, NE 68801

2. <sup>mailing</sup> Address of proposed sales outlet location: 120 E 3<sup>rd</sup>, Grand Island, NE 68801

3. Applicant's name: Nathan Stewart, President

4. Applicant is: ☐ individual/sole proprietorship; ☐ partnership; ☒ corporation (check one)

5. Provide below the name, address, and date of birth of the applicant individually, or in the case of a business entity, of all officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature), and state the nature of each person's ownership interest. (Attach additional sheets if necessary):

Nathan Stewart 6/21/91  
5230 West Thatcher Lane  
Lincoln, NE 68528

Dean Pegg 7/22/67  
1005 West 61st St Place  
Kearney, NE 68845

Robin Schilling 4/10/61  
518 East 7th St  
Hastings, NE 68901

6. Provide below the name, address, and date of birth of the person or persons who will be in charge of the day-to-day operations of the keno lottery at the sales outlet location:

Nathan Stewart 6/21/91  
5230 West Thatcher Lane  
Lincoln, NE 68528



7. Provide below the name, address, and date of birth of each person that will be involved in the conduct of the keno lottery at the sales outlet location:

Susan Beck 5/29/61  
904 Dodd  
Wood River, NE 68883

8. Has the applicant individually, or in the case of a business entity, any officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature) been a party in any lawsuit filed or pending within ten years of the date of this application? no. If yes, for each such suit state the names of the parties, the court and case number, and the type of action and whether a judgment was entered against the applicant or person having ownership interest in the applicant. Attach additional sheets if necessary.

9. Has the applicant individually, or in the case of a business entity, any officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature) been a party in any lawsuit filed a petition in bankruptcy within the previous ten year period? no. If yes, for each such state the name of the bankruptcy debtor, the court, and case number. Attach additional sheets if necessary.

10. Is the applicant individually, or in the case of a business entity, any officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature) delinquent in the payment of any county, state or federal taxes? no. If yes, state the type and amount of each delinquency and explain the reason for the delinquency.

11. Has the applicant individually, or in the case of a business entity, any officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature), or any person with a substantial interest in the applicant:

- a) been found by a court or an administrative agency or tribunal to have violated the provisions, requirements, conditions, limitations, or duties imposed by this Resolution, the Nebraska Bingo Act, the Nebraska County and City Lottery Act, the Nebraska Lottery and Raffle Act, the Nebraska Pickle Card Lottery Act, the Nebraska Small Lottery and Raffle Act, the State Lottery Act, or any rules or regulations adopted and promulgated pursuant to such acts;
- b) been found by a court or an administrative agency or tribunal to have knowingly caused, aided, abetted, or conspired with another to cause any person to violate any of the provisions of such acts or any rules or regulations adopted and promulgated pursuant to such acts;
- c) been found by a court or an administrative agency or tribunal to have obtained a permit or permit pursuant to such acts by fraud, misrepresentation, or concealment;
- d) convicted of, forfeited bond upon a charge of, or pleaded guilty or nolo contendere to any offense or crime, whether a felony or a misdemeanor, involving any gambling activity or fraud, theft, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level;
- e) convicted of, forfeited bond upon a charge of, or pleaded guilty or nolo contendere to any felony within the ten years preceding the filing of the application;
- f) been found by a court or an administrative agency or tribunal to have denied without lawful cause the Nebraska Department of Revenue or their authorized representatives, including authorized law enforcement agencies, access to any place where activity required to be licensed under the Nebraska County and City Lottery Act is being conducted or failed to produce for inspection or audit any book, record, document, or item required by law, rule, or regulation;

no. If yes, identify each such person or entity and explain fully the nature of the administrative or judicial proceedings, the outcome, the date of such action, and the basis for the finding or conviction:

12. Is the applicant individually, or in the case of a business entity, any officer, director, employee, or limited liability company member of the applicant (other than an employee whose duties are purely ministerial in nature), any other person or entity directly or indirectly associated with such applicant currently the subject of an investigation by an agency of the state of Nebraska or an agency of the United States of America? No. If yes, for each such person or entity state the agency or agencies conducting such investigation:

13. Does the proposed sales outlet location meet the accessibility requirements of the Americans with Disabilities Act of 1990? yes. If yes, provide a statement of compliance from an architect or consultant who has surveyed the facility for compliance.

14. Seating capacity of sales outlet location: 65

15. Parking capacity of sales outlet location: 50

Date: 6/15/2017

Signature: [Signature]

Title: President

RESOLUTION 2017-363

WHEREAS, the County of Hall and the City of Grand Island entered into an Inter-Local Cooperation Agreement to permit the operation of keno within Hall County; and

WHEREAS, Fonner Keno, Inc. has previously been licensed to operate keno and certain locations have been designated as satellite locations for the operation of keno; and

WHEREAS, the County of Hall has selected an additional satellite location for approval for the operation of keno, such location being the premises at 123 West 3<sup>rd</sup> Street in Grand Island, Nebraska, owned by Irish Pub of GI, Inc. dba McKinney's Irish Pub, a Nebraska corporation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Irish Pub of GI, Inc. dba McKinney's Irish Pub, a Nebraska corporation, located at 123 West 3<sup>rd</sup> Street, Grand Island, Nebraska is hereby approved as an additional satellite location for the operation of keno, subject to entering into the proper agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 19, 2017.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 15, 2017	☐ City Attorney



# City of Grand Island

Tuesday, December 19, 2017

Council Session

## Item I-1

**#2017-364 - Consideration of Approving Bid Award for EM911 Building to Chief Construction**

Staff Contact: Jon Rosenlund

# **Council Agenda Memo**

**From:** Jon Rosenlund, Director of Emergency Management & Communications

**Meeting:** December 19, 2017

**Subject:** Approve EOC 911 Facility Construction Agreement

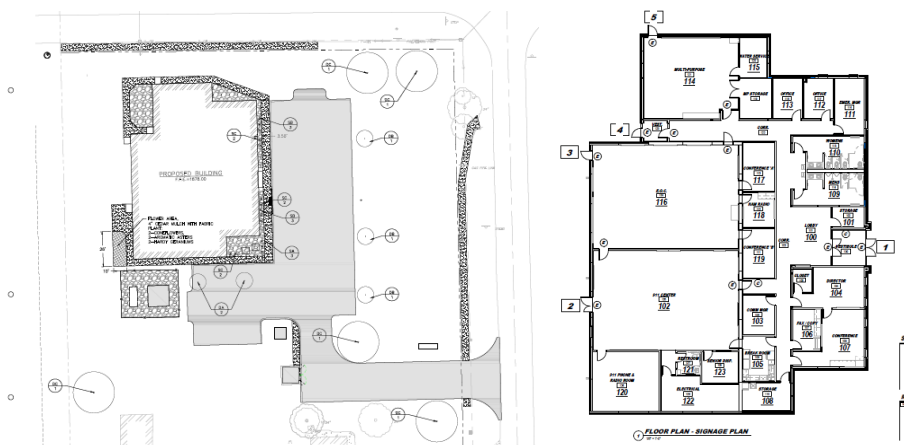
**Presenter(s):** Jon Rosenlund, Director of Emergency Management & Communications

## **Background**

The Emergency Management Department has completed the design of the new Emergency Management and 911 Facility to be located at the intersection of 13<sup>th</sup> Road and North Road and released bid specifications publicly for its construction. Following a review of all submitted bids, the Department recommends awarding the construction agreement to Chief Construction Company of Grand Island, Nebraska for a price of \$3,122,701.00.

## **Discussion**

In 2016, the Emergency Management Department began the Design & Build process for the construction of a new 911/EOC facility. Costs estimates for the new facility were estimated to be \$3.4 million.



The Department opened bids from eight applicants on December 7, 2017. Following a review process that evaluated a bidders' price for the lump sum bid, prices for two alternates to include emergency 911 dispatch console equipment and a radio tower, and the timeline of construction, the Emergency Management Department recommends accepting the contract for construction services with Chief Construction Company of Grand Island, Nebraska.

The contract includes a substantial completion date of February 1, 2019. The lump sum base bid price to construction of this facility is \$2,995,000.00 with Alternate #1 (Emergency 911 Consoles) for \$84,542.00 and Alternate #2 (Antenna & Tower) for \$43,159.00 for a total Bid price of \$3,122,701.00. This project is paid through the issuance of a bond funded by the increase of 2% in Cell Phone Occupation Tax.

### **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 this bid award to Chief Construction Company, of Grand Island, Nebraska.

### **Sample Motion**

Move to approve the contract for Emergency Management and 911 Facility to Chief Construction Company of Grand Island, Nebraska for a price of \$3,122,701.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** December 7, 2017 at 2:00 p.m.  
**FOR:** Emergency Operations and 911 Center  
**DEPARTMENT:** Emergency Management  
**ESTIMATE:** \$3,400,000.00  
**FUND/ACCOUNT:** 40000600-2000-60000  
**PUBLICATION DATE:** May 17, 2017  
**NO. POTENTIAL BIDDERS:** 7

**SUMMARY**

<b>Bidder:</b>	<b><u>Carmichael Construction, LLC</u></b> Hastings, NE	<b><u>Central Contracting Corporation</u></b> Kearney, NE
<b>Bid Security:</b>	Universal Surety Co.	Travelers Casualty & Surety
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$3,294,000.00	\$3,155,000.00
<b>Alternate 1:</b>	\$ 84,000.00	\$ 81,000.00
<b>Alternate 2:</b>	\$ 42,900.00	\$ 42,000.00
<b>Completion Date:</b>	335 Days	April 2019

<b>Bidder:</b>	<b><u>Mid Plains Construction Co.</u></b> Grand Island, NE	<b><u>Lacy Construction Company</u></b> Grand Island, NE
<b>Bid Security:</b>	Universal Surety Co.	Merchants Bonding Co.
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$3,297,000.00	\$3,200,000.00
<b>Alternate 1:</b>	\$ 82,300.00	\$ 82,000.00
<b>Alternate 2:</b>	\$ 42,600.00	\$ 49,000.00
<b>Completion Date:</b>	December 15, 2018	December 31, 2018



**Bidder:** Sampson Construction  
Lincoln, NE  
**Bid Security:** Liberty Mutual Ins. Co.  
**Exceptions:** None

**Bid Price:** \$3,164,000.00  
**Alternate 1:** \$ 81,000.00  
**Alternate 2:** \$ 41,000.00  
**Completion Date:** November 1, 2018

Chief Industries, Inc.  
Grand Island, NE  
**Fidelity & Deposit Co.**  
None

**\$2,995,000.00**  
**\$ 84,542.00**  
**\$ 43,159.00**  
**February 1, 2019**

**Bidder:** RMV Construction  
Kearny, NE  
**Bid Security:** Hudson Insurance Co.  
**Exceptions:** None

**Bid Price:** \$3,126,180.00  
**Alternate 1:** \$ 78,395.00  
**Alternate 2:** \$ 40,000.00  
**Completion Date:** December 1, 2018  
**Proceed**

Hampton Commercial Construction, Inc.  
Lincoln, NE  
**Universal Surety Co.**  
None

**\$3,091,380.00**  
**\$ 79,423.00**  
**\$ 40,547.00**  
**300 Calendar days from Notice to**

cc: Jonathan Rosenlund, Emg. Mgt. Director  
Renae Griffiths, Finance Director

Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

**P2017**

RESOLUTION 2017-364

WHEREAS, the Emergency Management Department has completed designs for a new 911 Public Safety Answering Point and Emergency Operations Center at the intersection of 13<sup>th</sup> Road and North Road; and

WHEREAS, bid specifications were publicly released and bids were reviewed by City personnel for cost effectiveness and capability to satisfactorily complete the project in a timely manner; and

WHEREAS, the facility, emergency 911 consoles, antenna and tower can be constructed by Chief Construction of Grand Island, Nebraska, for a cost of \$3,122,701.00, which constitutes the lowest bid for this project, and

WHEREAS, the cost of construction is to be financed with the issuance of bonds to be paid from revenue derived from an additional 2% occupation tax on telecommunications providers within the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the construction agreement of a 911 Public Safety Answering Point and Emergency Operations Center in the total amount of \$3,122,701.00 from Chief Construction Company of Grand Island, Nebraska is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, December 19, 2017.

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

Attest:

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

Approved as to Form	☐ _____
December 15, 2017	☐ City Attorney



# City of Grand Island

Tuesday, December 19, 2017

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of November 29, 2017 through December 19, 2017**

*The Claims for the period of November 29, 2017 through December 19, 2017 for a total amount of \$7,694,431.01. A MOTION is in order.*

Staff Contact: Renae Jimenez