
City of Grand Island



Tuesday, June 12, 2018
Council Session Packet

City Council:

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

Mayor:

Jeremy L. Jensen

City Administrator:

Marlan Ferguson

City Clerk:

RaNae Edwards

7:00 PM

Council Chambers - City Hall
100 East 1st Street, Grand Island, NE 68801

Call to Order

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

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

Invocation - Pastor Bill Rowland, Beacon of Hope Church, 2525 West State Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, June 12, 2018

Council Session

Item E-1

Public Hearing on Request from Conoco C Store, LLC dba Conoco C Store, 2105 West 2nd Street for a Class “D” Liquor License

Council action will take place under Consent Agenda item G-3.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: June 12, 2018

Subject: Public Hearing on Request from Conoco C Store, LLC
dba Conoco C Store, 2105 West 2nd Street for a Class
“D” Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

Conoco C Store, LLC dba Conoco C Store, 2105 West 2nd Street has submitted an application for a Class “D” Liquor License. A Class “D” Liquor License allows for the sale of alcohol off sale only inside the corporate limits of the city.

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

Also submitted was a request for Liquor Manager Designation for Lenny Everson, 701 Turtle Beach, Marquette, Nebraska. Staff recommends approval contingent upon final inspections and completion of a state approved alcohol server/seller training program.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for Conoco C Store, LLC dba Conoco C Store, 2105 West 2nd Street for a Class "D" Liquor License contingent upon final inspections and Liquor Manager Designation for Lenny Everson, 701 Turtle Beach, Marquette, Nebraska contingent upon completion of a state approved alcohol server/seller training program.

Grand Island Police Department
Supplemental Report

Date, Time: Fri May 18 14:07:21 CDT 2018
Reporting Officer: Vitera
Unit- CID

Lenny and Cindy Everson are applying for a Class D (Beer, wine, distilled spirits, off sale only) LLC Retail Liquor license for Conoco C Store. Lenny is applying to become the liquor manager. While perusing the application, I noticed that the applicants: didn't disclose any criminal convictions, applied for a Temporary Operating Permit (TOP), have never had a liquor license before, and have lived in Marquette, NE since 2004. Lenny currently works at JBS and has since 1998.

I checked the applicants through Spillman and NCJIS. They each have an entry in Spillman. Lenny is associated with thirteen code violations between August of 2013 and March of 2018. It appears that he owns a duplex on South Sycamore that generates a lot of complaints of litter, junk, and high grass and weeds. Every complaint was eventually addressed without citations. No other negative information was found in Spillman concerning Lenny. Cindy has seven entries for code violations between July of 2012 and March of 2017. At least three of those complaints had different addresses than all of Lenny's. The other four could have been included in the complaints attributed to Lenny. All of her complaints were also taken care of without enforcement action. Cindy didn't have any other concerning entries in Spillman. Lenny has four speeding convictions listed in NCJIS, and Cindy doesn't have any convictions listed in NCJIS.

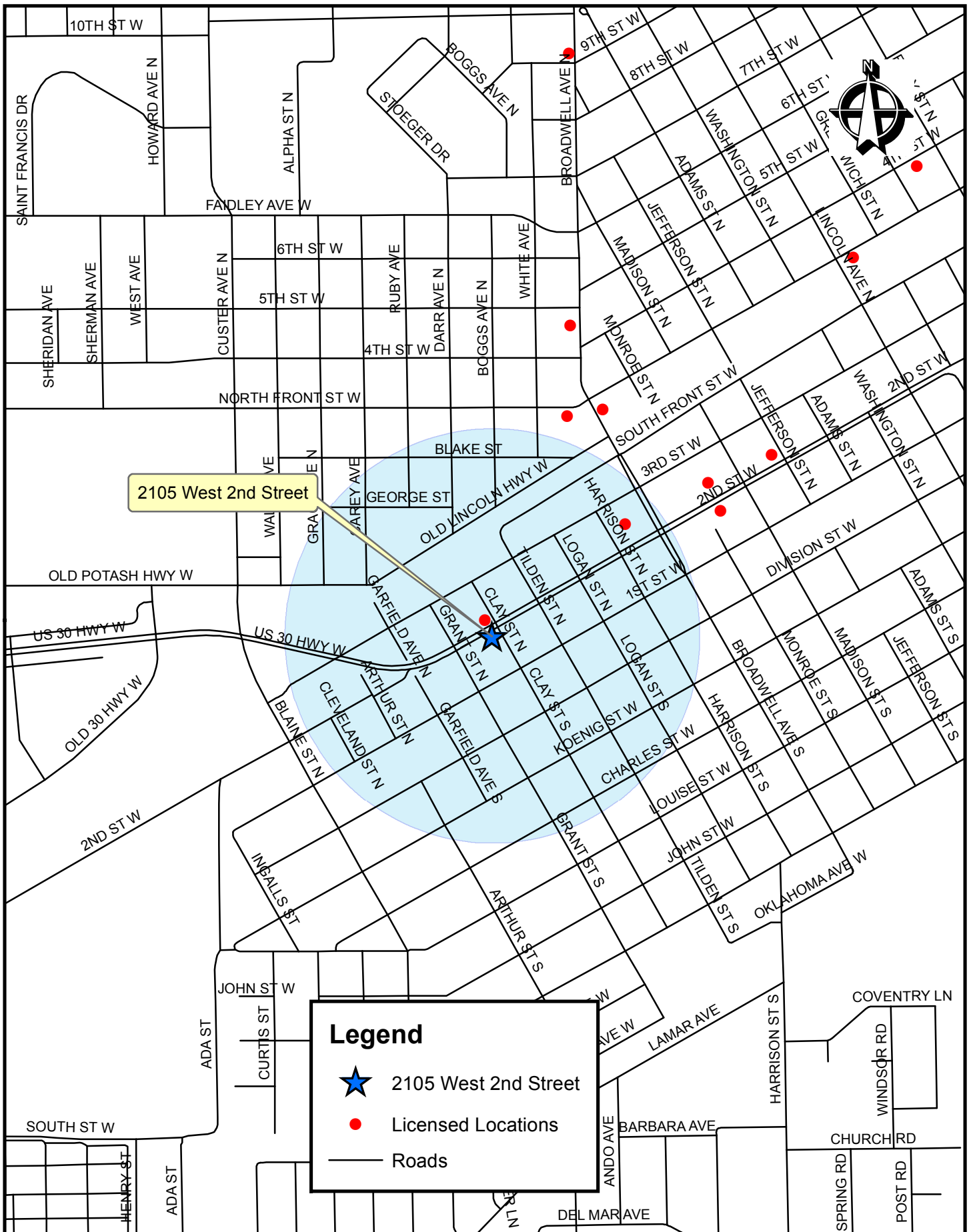
Lenny and Cindy each have a valid Nebraska driver's license and no outstanding warrants for their arrest. I also checked the Everson's through a paid online law enforcement-only database which tends to provide mostly personal identifying information and information about civil issues. I did not find anything out of the ordinary.

I called Lenny on 5/22/18 and set up an interview on 5/25/18 at 1000 hours at the Conoco C Store. Nebraska State Patrol Investigator Joe Hansen and I met with Lenny at the scheduled time and place. Jeremy Everson (Lenny's son) was also present. We learned that Jeremy bought the property which includes the hotel with the exception of the block of rooms across the street to the east. Investigator Hansen asked Lenny a checklist of questions. When he was through, I asked Lenny about some of the issues I had seen with his rental properties. Lenny said most of the problems they had at the South Sycamore property were attributed to one renter who fought eviction. Code violations at other properties were due to being new landlords at the time. I asked Lenny about the surveillance system at the convenience store and mentioned some of the problems the police have encountered in the area. Lenny said he is still learning about the surveillance system and acknowledged problems in the area of his store. He assured me of a good working relationship with law enforcement personnel. Jeremy said they won't be selling gas at the store, and he is in the process of getting the fuel tanks removed. Shortly after receiving a copy of the liquor license application, I was included on an email from Fire Marshal Fred Hotz who said that he has concerns about the timetable for getting the fuel tanks removed.

All in all, Lenny and Cindy have virtually no criminal history in Nebraska. Other than failing to disclose Lenny's traffic convictions, the application was filled out properly. While Lenny is going to continue working at JBS, it appears that he will be a responsible business owner who will cooperate with law

enforcement. Aside from the fuel tanks or any other issues uncovered by other agencies, the Grand Island Police Department has no objection to the Everson's receiving a liquor license for the Conoco C Store or to Lenny Everson becoming the liquor manager.

Class "D" Liquor License Application: Conoco C Store





City of Grand Island

Tuesday, June 12, 2018

Council Session

Item E-2

Public Hearing on Request from MJR, Inc. dba Bandits, 1016 N. Diers Avenue, Suite 118 for a Catering Designation to their Class “C-94736” Liquor License

Council action will take place under Consent Agenda item G-4.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: June 12, 2018

Subject: Public Hearing on Request from MJR, Inc. dba Bandits, 1016 N. Diers Avenue, Suite 118 for a Catering Designation to their Class “C-94736” Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

MJR, Inc. dba Bandits, 1016 N. Diers Avenue, Suite 118 has submitted an application for a catering designation to their Class “C-94736” Liquor License. This request would allow Bandits to deliver, sell or dispense alcoholic liquors, including beer, for consumption at a location designated on a Special Designated Liquor License (SDL).

Discussion

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

Alternatives

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

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

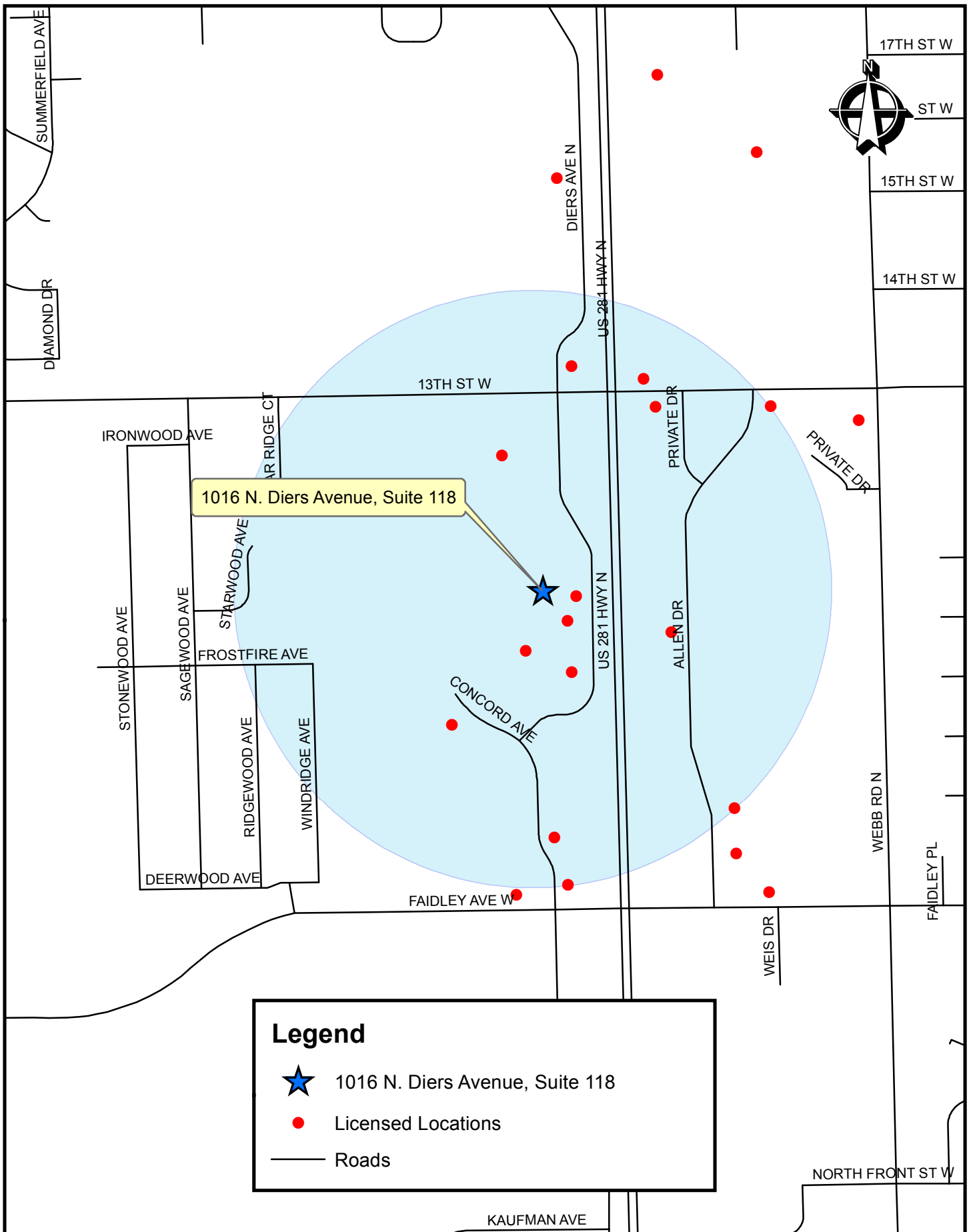
Recommendation

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

Sample Motion

Move to approve the application for a catering designation from MJR, Inc. dba Bandits, 1016 N. Diers Avenue, Suite 118 Liquor License "C-94736".

Class "CK" Liquor License Application: Bandits





City of Grand Island

Tuesday, June 12, 2018

Council Session

Item E-3

Public Hearing on Request from GSI Engineering, LLC for a Conditional Use Permit to Install and Operate a Remediation System to Address Petroleum Contamination located at 2028 East Highway 30

Council action will take place under Request and Referral item H-1.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: Craig A. Lewis, Building Department Director

Meeting: June 12, 2018

Subject: Request of GSI Engineering on behalf of Bosselman Inc. for a Conditional Use Permit for a Temporary Remediation Trailer located at 2028 East Highway #30

Presenter(s): Craig Lewis, Building Department Director

Background

This request is for approval of a conditional use permit to allow for the temporary placement of a remediation system to facilitate the removal of petroleum contamination from groundwater at the site. The site is currently zoned (M-2) Heavy Manufacturing. Trailers and temporary buildings are only allowed within this zoning classification if approved by the City Council in the form of a conditional use permit. The request is for approval of a five year period.

Discussion

This proposal is to allow for the use of the trailer at the site to aid in the clean up of groundwater. The proposed length of time is for five years, City code provides for a two year approval with the possibility of subsequent approvals. The site location is such that it would not appear that this request will have any negative impact on the neighboring properties, and no concerns have been presented.

Past approvals for these types of request have been granted for five year durations as the process appears to extend past a two year period.

Alternatives

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

1. Approve the request for a conditional use permit finding that the proposed use is a listed conditional use in the zoning code and that it will not be detrimental to public health, safety, and the general welfare of the community.

2. Disapprove or /Deny the request finding that the proposal dose not conform to the purpose of the zoning regulations.
3. Modify the request to meet the wishes of the Council
4. Refer the matter to a special committee for a determination of a finding of fact.
5. Table the issue.

Recommendation

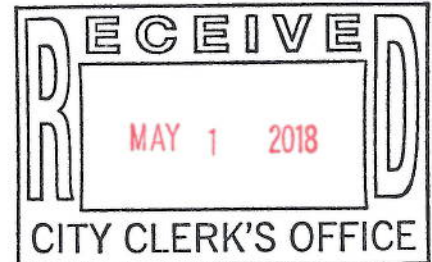
City Staff recommends that the Council approve the request for the five year durations requested, finding that the proposal does promote the health , safety, and general welfare of the community, does protect the property against blight and depreciation, and is generally harmonious with the surrounding neighborhood.

Sample Motion

Move to approve the request for a conditional use permit to allow for the use of a temporary vapor extraction facility for a five year period, finding that the applications does conform with the provisions of the zoning regulations.

April 30, 2018

Craig Lewis
City of Grand Island
Building Department
P.O. Box 1968
Grand Island, Nebraska 68802-1968



RE: Conditional Use Permit Application
2028 East Highway 30
Grand Island, Nebraska
NDEQ ID: 054790
NDEQ Program ID: LST 031894-GW-1520
GSI Project No. 2205828

Dear Mr. Lewis:

GSI Engineering, LLC (GSI) is pleased to present this application for a Conditional Use Permit for 2028 East Highway 30, Grand Island. The application is for the installation and operation for a remediation system to address petroleum contamination. This work is being done at the request of the Nebraska Department of Environmental Quality (NDEQ) in connection with the investigation of a former leaking underground storage tank. Please note that no leak is occurring at this time.

GSI will install an enclosed trailer which houses the remediation system. GSI estimates the system will be on-site for approximately five years, although the exact time frame is difficult to predict. Once the NDEQ determines that the system is no longer needed, GSI personnel will remove the system. During the time of operation, GSI personnel will periodically return to inspect the system to make sure it is operating efficiently.

Thank you for your assistance. Should you have any questions or require additional information, please contact Carrie Thomas at 308.381.1987 or cthomas@gsinetwork.com.

Respectfully,
GSI Engineering, LLC

Prepared by,

A handwritten signature in blue ink, appearing to read "Carrie A. Thomas".

Carrie A. Thomas
Environmental Scientist

Reviewed by,

A handwritten signature in blue ink, appearing to read "Rick L. Bean".

Rick L. Bean, P.G.
Director of Environmental Operations

Attached: Conditional Use Permit Application
GSI check #1229

Conditional Use Permit Application

pc: Building, Legal, Utilities
Planning, Public Works

1. The specific use/construction requested is: to install & operate a remediation system to address petroleum contamination
2. The owner(s) of the described property is/are: Bosselman, Inc. KNA Bosselman Pump & Pantry, Inc.
3. The legal description of the property is: Bosselman, Sublot 1
4. The address of the property is: 2028 East Highway 30
5. The zoning classification of the property is: M2
6. Existing improvements on the property is: See Attached Commercial Data Sheet from Hall County Assessor.
7. The duration of the proposed use is: 5 years
8. Plans for construction of permanent facility is: No permanent structure
9. The character of the immediate neighborhood is: Commercial/Industrial
10. There is hereby **attached** a list of the names and addresses of all property owners within 200' of the property upon which the Conditional Use Permit is requested.
11. Explanation of request: See Cover Letter.

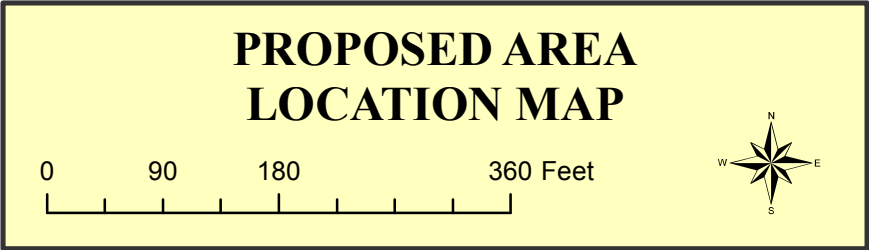
I/We do hereby certify that the above statements are true and correct and this application is signed as an acknowledgement of that fact.

4/30/18
Date

308-381-2800 x 134
Phone Number

Brandi Bosselman, VP
Owners(s)
Bosselman, Inc., KNA Bosselman Pump & Pantry, Inc.
1607 S. Locust St., Suite
Address
Grand Island, NE 68802-4905
City State Zip

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





City of Grand Island

Tuesday, June 12, 2018

Council Session

Item E-4

Public Hearing on Acquisition of Utility Easement - 321 Stagecoach Road - Ricardo Appel

Council action will take place under Consent Agenda item G-5.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: June 12, 2018

Subject: Acquisition of Utility Easement – 321 Stagecoach Road - Appel

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of Ricardo Appel, located through a part of Lot One (1), American Legion Addition to the City of Grand Island, Hall County, Nebraska (321 Stagecoach Road), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Twister's Gymnastics' facility is located at 321 Stagecoach Road. The owner is expanding the building and will be upgrading the electric service. The proposed easement will allow the Utilities Department to install, operate and maintain a larger transformer needed for their project.

Alternatives

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

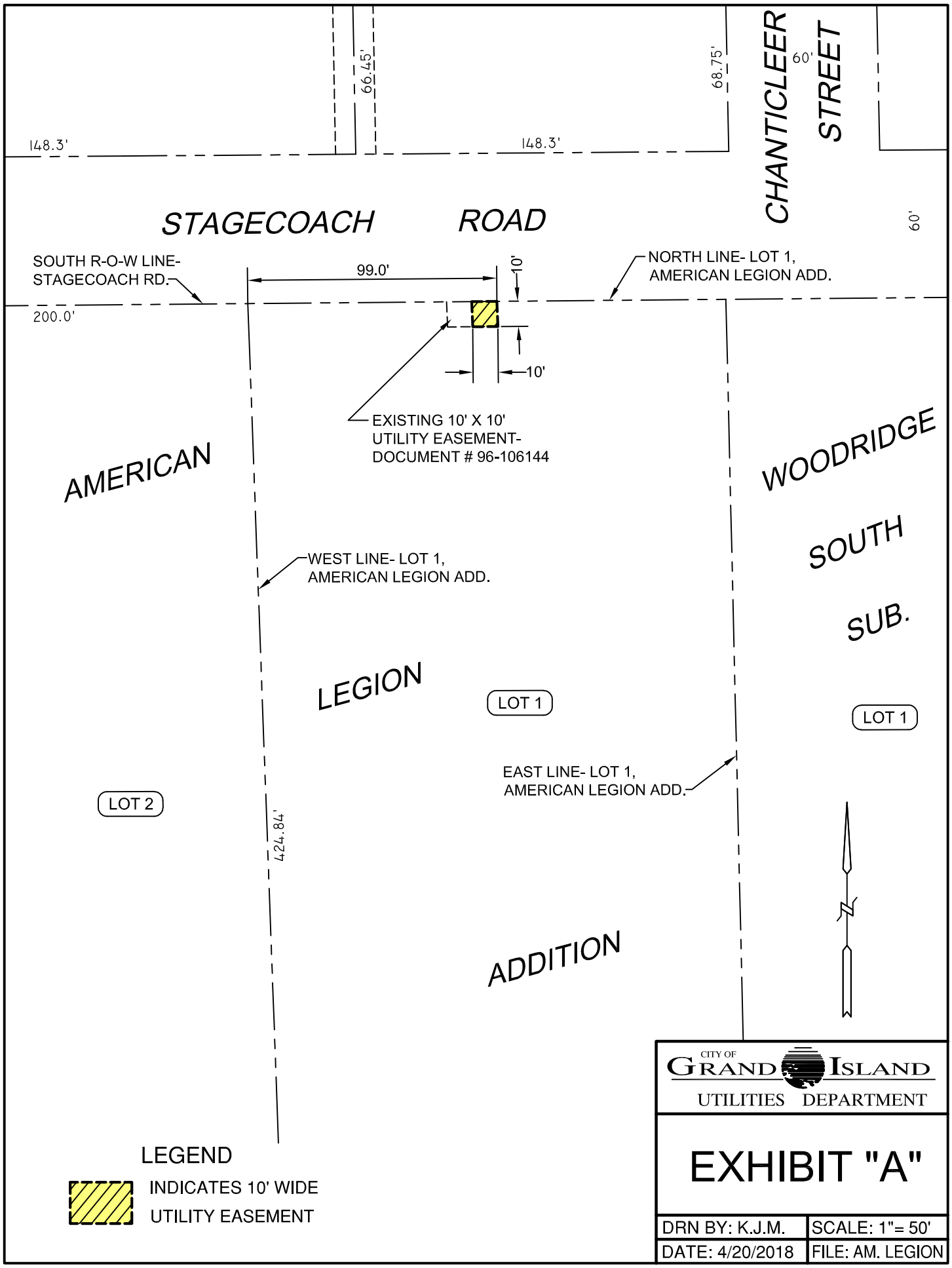
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, June 12, 2018

Council Session

Item E-5

Public Hearing on Reassignment of Public Utility Easements from Southern Public Power District to the City of Grand Island, Utilities Department

Council action will take place under Consent Agenda item G-6.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: June 12, 2018

Subject: Southern Public Power District's Assignment of
Easement to Grand Island Utilities Department

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Statutes state that the acquisition of Property requires a Public Hearing be conducted with the acquisition approved by the City Council. The Southern Public Power District (SPPD) is proposing to transfer and assign easement rights to the City of Grand Island through several tracts of land located in part of Section Eight (8), Township Ten (10) North, Range Nine (9) West of the 6th PM, Hall County, Nebraska. The area is south of Wildwood Drive and north of Guenther Road between Highway 281 and Blaine Street.

The power line and property rights of the proposed assignment have a long and varied history. In 1913 – 1915, the Grand Island Electric Department acquired rights to build a power line to serve the Village of Doniphan. The power line ran adjacent to the St. Joseph and Grand Island Railroad right-of-way. The railroad trackage is part of the current spur line which serves the Platte Generating Station.

Subsequent to that time, the power line was transferred to the Consumers Public Power District (CPPD) and the powerline was rebuilt in 1954. CPPD was later merged with the Nebraska Public Power District (NPPD), and the power line acquired by them as part of the alignment of the two districts.

In August, 2000, due to a transfer of rights and modification of Electric Service Areas, the power line and associated easements were acquired by the Southern Public Power District. Southern Public Power District has utilized the power line as a transmission line between their substations in Doniphan and Alda. The Grand Island Utilities Department used the power line as a distribution circuit to provide electric service to the rural customers and irrigations pivots adjacent to the line.

Discussion

Southern Public Power District is re building and reconfiguring their transmission lines between Doniphan and Alda. Their work no longer requires their transmission line to run through Section Eight (8) and they desire to transfer all their rights to the easements and powerline in and through this Section to the City of Grand Island. The assignment of rights will allow the Utilities Department to continue to operate and maintain the power line within Section Eight (8), Township Ten (10) North, Range Nine (9) West.

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 Southern Public Power District's assignment of easement to Grand Island Utilities.

Sample Motion

Move to approve the assignment of easement to Grand Island Utilities.



BILL OF SALE

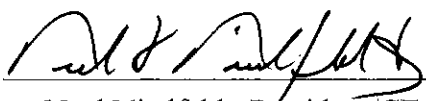
This Bill of Sale by Southern Public Power District, a public corporation and political subdivision of the State of Nebraska, (Seller) to City of Grand Island, a body corporate and politic, (Purchaser).

For the consideration One Dollar (\$1.00) and other good and valuable consideration, receipt of which is acknowledged, Seller sells, assigns, transfers, and conveys absolutely unto Purchaser, all of Seller's right, title, and interest in and to: nineteen (19) power poles and four (4) down guys and anchors located upon various tracts of real estate located within Sections Eight (8) and Seventeen (17), Township Ten (10) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska upon easements conveyed by Purchaser to Seller. To have and to hold unto Purchaser, and its successors and assigns, forever.

Seller represents and warrants to Purchaser that: (i) it owns good, marketable and merchantable title to the property conveyed hereby; (ii) it has full power, right and authority to make this Bill of Sale; and (iii) the property conveyed hereby is free and clear of all liens, security interests and encumbrances of any kind. Seller, for itself and for its successors and assigns, fully warrants and will forever defend the right and title to said property unto Purchaser, and its successors and assigns, against the lawful claims of all persons.

In witness, this Bill of Sale has been signed, sealed and delivered by Seller this 22nd day of May, 2018.

Southern Public Power District, Seller

By: 
Neal Niedfeldt, President/CEO

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That Southern Public Power District, a public corporation and political subdivision of the State of Nebraska, hereinafter referred to as "Assignor," in consideration of one dollar and other good and valuable consideration the receipt of which is hereby acknowledged, does hereby set over, assign, sell, and grant to the City of Grand Island, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as "City," all of Assignor's right, title, and interest in and to the following easements:

Original Grantor	Legal Description	Recorded at	Date of Recording
Emil Stelk and Bertha Stelk, husband and wife.	The Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4), Section Eight (8), Township Ten (10) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska,	Book 1 Misc. Page 461	July 8, 1954
John C. Hann	The Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) and the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4), Section Eight (8), Township Ten (10) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska	Unrecorded easement.	Document dated August 26, 1913
Emil Hann and Amanda Hann, husband and wife.	The Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4), Section Eight (8), Township Ten (10) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska	Book 1 Misc. Page 463	July 8, 1954
Hulda Clausen, a widow.	The Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) and the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4), Section Eight (8), Township Ten (10)	Book 1 Misc. Page 465	July 8, 1954

	North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska.		
Juergen Clausen and Anna Clausen, husband and wife.	The Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) and the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4), Section Eight (8), and The Northeast Quarter of the Northwest Quarter (NE1/4 NW1/4) and the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4), Section Seventeen (17), all in Township Ten (10) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska	Unrecorded easement.	Document dated August 16, 1915

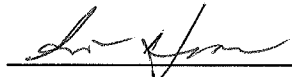
Said easements being previously assigned by Consumers Public Power District, by merger now known as Nebraska Public Power District and subsequently assigned by Nebraska Public Power District to Southern Nebraska Rural Public Power District, now known as Southern Public Power District, by Assignment recorded on August 25, 2000 as document no. 200006903 in the office of the Hall County Register of Deeds.

To have and to hold said easements and the rights and interests created thereby unto City, its successors and assigns forever.

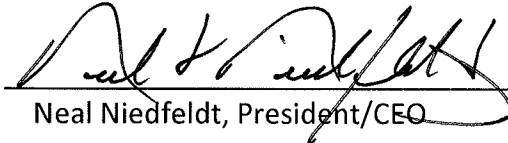
In witness whereof, Assignor has caused this Assignment to be executed by its duly authorized corporate officer this 10th day of May, 2018.

Southern Public Power District

ATTEST:



Grant Hansen

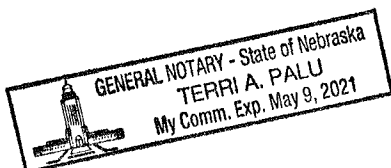


Neal Niedfeldt, President/CEO

STATE OF NEBRASKA)
)ss.
COUNTY OF Hall)

The foregoing Assignment was acknowledged before me this 10th day of May, 2018 by Neal Niedfeldt, President/CEO of Southern Public Power District, a corporation and a political subdivision of the State of Nebraska, on behalf of the corporation.

[seal]




Notary Public



City of Grand Island

Tuesday, June 12, 2018

Council Session

Item E-6

**Public Hearing on Amendment to the Redevelopment Plan for
CRA No. 12 located South of Old Potash Highway and East of
Engleman Road (Guarantee Group, LLC)**

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: June 12, 2018

Subject: Amendment to Redevelopment Plan for CRA Area #12

Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2013, the Grand Island City Council declared property referred to as CRA Area #12 as blighted and substandard and approved a generalized redevelopment plan for the property. A redevelopment plan was approved authorizing up to 620 new homes within the area. A total of 213 houses were built in Phase 1 of this project. The developer is requesting tax increment financing (TIF) for the next 80 houses within the development. The TIF will be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

The Guarantee Group LLC. has submitted a proposed amendment to the redevelopment plan that would provide for redevelopment of this property for residential purposes.

The CRA reviewed the proposed development plan on April 11, 2018 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on May 2, 2018. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on May 2, 2018. The Planning Commission approved Resolution 2018-08 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved Resolution 271 forwarding the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration.

Discussion

Tonight, Council will hold a public hearing to take testimony on the proposed plan amendment (including the cost benefit analysis that was performed regarding this

proposed project) and to enter into the record a copy of the plan amendment that would authorize a redevelopment contract under consideration by the CRA.

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #12 and authorizes the CRA to execute a contract for TIF based on the plan amendment. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for redevelopment for improvements and expansion of infrastructure including but not limited to: streets, water, sewer, drainage, to provide for residential development. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The bond for this project will be issued for a period of 25 years with the tax increment collected toward the bond payment for no more than 15 years. The proposed bond for this project will be issued for the amount of \$4,754,848. The original request for more than \$6,400,000 of TIF assistance was lowered based on the eligible activities.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment
Grand Island CRA Area #12
April 2018**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to approve a Redevelopment Plan for Area #12 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific infrastructure related project in Area #12.

**Executive Summary:
Project Description**

THE ORIGINAL PLAN FOR THIS DEVELOPMENT CALLED FOR THE COSTRUCTION OF UP TO 620 UNITS OF SINGLE FAMILY HOUSING WITH UP TO 239 WITH THE FIRST PHASE TO BE DEVELOPED AT MARKET DEMAND ESTIMATED AT 15 TO 30 UNITS PER YEAR. THE FINAL COUNT OF THE FIRST PHASE WILL BE 208 INSTEAD OF 239 AS THE LOT SIZES WERE INCREASED SLIGHTLY. AS OF APRIL 1, 2018 PERMITS HAVE BEEN PULLED FOR 193 HOUSES IN THIS PROJECT, 15 MORE LOTS ARE AVAILABLE AS PART OF THE FIRST PHASE. THE SECOND PHASE OF THIS DEVELOPMENT ANTICIPATES THE USE OF TAX INCREMENT FINANCING FOR THE NEXT 80 UNITS OF SINGLE FAMILY HOUSING. IT WAS ANTICIPATED AT THE BEGINNING OF THIS PROJECT THAT THERE WOULD BE ADDITIONAL PHASES THAT WOULD NEED APPROVAL. THE DEVELOPER HAS INDICATED THAT

THE CONSTRUCTION OF 80 UNITS OF SINGLE FAMILY HOMES. THE HOMES TO BE CONSTRUCTED WILL HAVE AN INTIAL SALE PRICE \$185,000 FOR THE BASE LEVEL HOME IN 2018 THAT MEETS THESE MINIMUM SPECIFICATIONS:

1300 SQUARE FEET FINISHED FIRST FLOOR, FULL UNFINISHED BASEMENT, 2 CAR ATTACHED GARAGE, KITCHEN APPLIANCES, CENTRAL HEATING AND AIR CONDITIONING, LANDSCAPING AND SPRINKLED LAWN.

THE HOUSES WILL BE CONSTRUCTED WITHIN THE COPPER CREEK SUBDIVISION LOCATED SOUTH OF OLD POTASH HIGHWAY AND EAST OF ENGLEMAN ROAD. THE PROJECT WILL INCLUDE THE PUBLIC IMPROVEMENTS NECESSARY TO SUPPORT THIS DEVELOPMENT INCLUDING BUT NOT LIMITED TO INSTALLATION OF STREET, STORMWATER FACILITIES, WATER AND SANITARY SEWER UTILITIES, ENGINEERING, SURVENYING, LANDSCAPING AND OTHER IMPROVEMENTS AS NECESSARY. THE CONSTRUCTION OF ADDITIONAL UNITS AND ANY AD VALORUM REVENUE GENERATED BY THOSE ADDITIONAL UNITS SHALL BE SUBJECT TO APPROVAL OF THE CITY AND SUBSEQUENT CONTRACTS BETWEEN THE CRA AND THE DEVELOPER.

The developer intends to use Tax Increment Financing to aid in site development including necessary site work, installation of streets, storm sewer, sanitary sewer, water, other utilities and engineering, surveying and other consultant costs associated with and necessary for the redevelopment of this property. The developer intends to build single family homes ranging from 1300 to 1500 square feet with an attached garage on each lot. The 2018 sale price of these homes will be \$185,000. The developer expects to build 80 units with five phases of development. The original approved preliminary plat for this project anticipated 620 homes. Some changes have been made to the proposed development. Phase 1 was reduced from 239 homes (plus the 5 house from the first attempt at developing this property) to 213 homes by increasing the lot sizes. Phase two anticipates 80 additional lots, the water tower site has reduced the number of lots in the southwest corner. The current approved preliminary plat shows plat an additional 244 lots that could be developed. The total number of lots based on current plans in the development is 537 lots for homes, 2 lots for utility purposes, 1 lot for detention and 1 for on-site storage of campers and boats belonging to residents of the subdivision.

The developer intends to install the infrastructure for phase two of this project in five intervals to create the 80 additional lots south of the existing streets. The second phase is designed to serve the next 80 lots and set the property up for development of up to 244 additional lots in the future. The tax increment from the new home construction will be used to make necessary site improvements and utility extensions to support this development. This project would not be possible in an affordable manner without the use of TIF.

The site is owned by Guarantee Group, LLC. All site work, demolition, streets and utilities will be paid for by the developer. The developer is responsible for and will provide evidence that they can secure adequate debt financing to cover the costs associated with the acquisition, site work, engineering, surveying and utility and street infrastructure. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated beginning January 1, 2019 towards the allowable costs and associated financing for the acquisition, site work, streets and utility infrastructure. The CRA also intends to continue pledging ad valorem taxes generated by future phases of this development in future contracts for Tax Increment Financing during the life of this project.

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

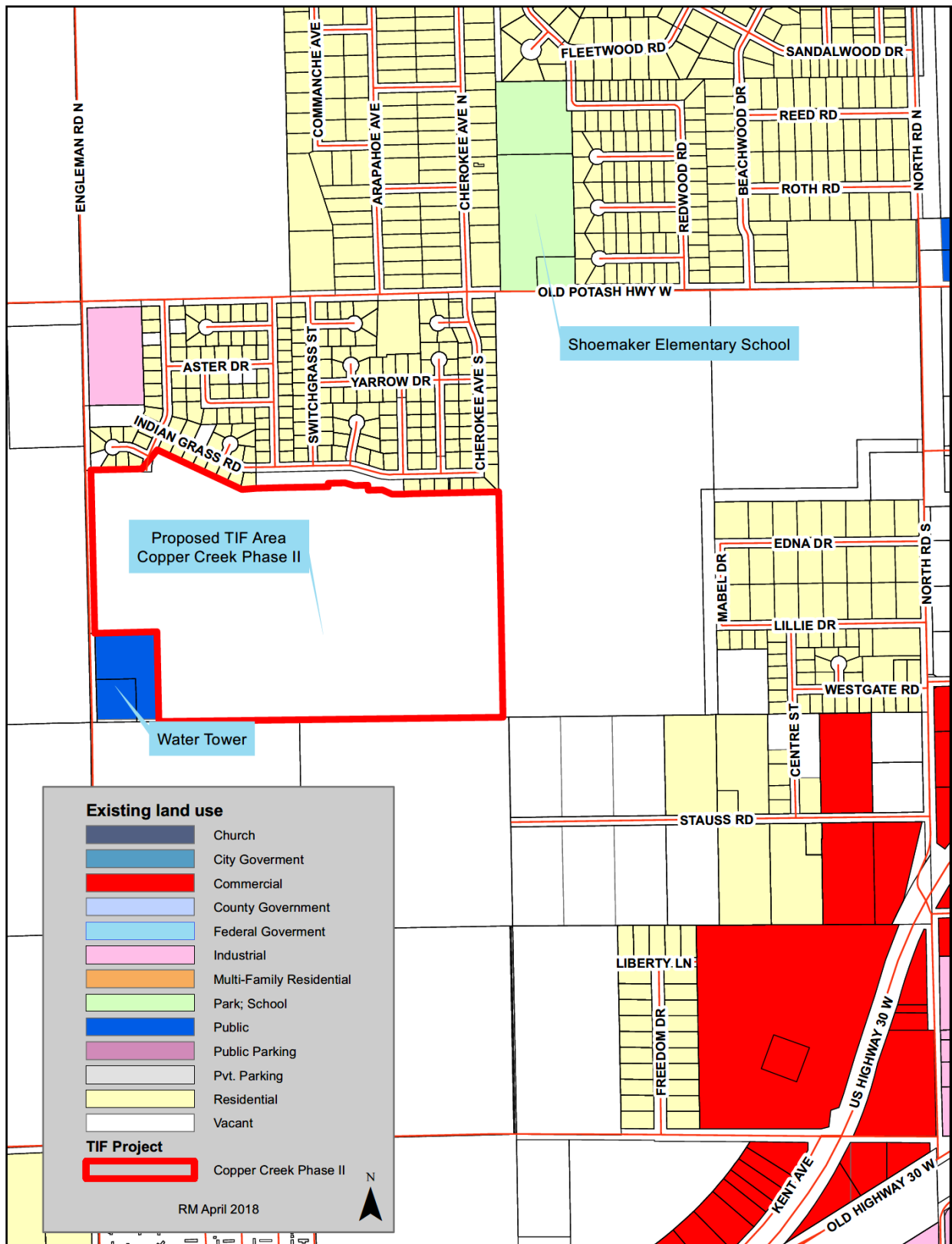
Property Description (the “Redevelopment Project Area”)

This property is located south of Old Potash Highway and east of Engleman Road in northwest Grand Island. The attached map identifies the subject property and the surrounding land uses:

Legal Descriptions

A TRACT LOCATED IN PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 23 WEST OF THE 6TH PM, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT 1,059.29' FEET SOUTH OF THE NORTHWEST CORNER OF SECTION 23 TOWNSHIP 11 NORTH, RANGE 10 WEST, HALL COUNTY, NEBRASKA ALSO BEING THE SOUTHWEST CORNER OF COPPER CREEK ESTATES EIGHTH SUBDIVISION; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID COPPER CREEK ESTATES EIGHTH SUBDIVISION TO THE SOUTHEAST CORNER OF LOT 17, COPPER CREEK ESTATES EIGHTH SUBDIVISION; THENCE NORTH ALONG THE EASTERLY LINE OF SAID LOT 17 TO THE NORTHEAST CORNER OF LOT 17, COPPER CREEK ESTATES SUBDIVISION, ALSO BEING A POINT ON THE SOUTH LINE OF INDIAN GRASS ROAD AND THE SOUTH WEST CORNER OF COPPER CREEK ESTATES SUBDIVISION; THENCE EAST ALONG THE SOUTH LINE OF SAID INDIAN GRASS ROAD TO THE NORTHWEST CORNER OF LOT 1, COPPER CREEK ESTATES SUBDIVISION; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 1, TO THE SOUTHWEST CORNER OF LOT 1 COPPER CREEK SUBDIVISION; THENCE EAST ALONG THE SOUTH LINE OF LOTS 1-7 OF SAID COPPER CREEK ESTATES SUBDIVISION TO THE SOUTHEAST CORNER OF LOT 7 COPPER CREEK SUBDIVISION; THENCE SOUTH PARALLEL AND 35' WESTERLY OF THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23 TOWNSHIP 11 NORTH RANGE 10 WEST TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER AND 35' FEET WESTERLY OF THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE WESTERLY TO THE SOUTHEAST CORNER OF LOT 2, COPPER CREEK ESTATES NINTH SUBDIVISION; THENCE WESTERLY ALONG THE SOUTH LINE OF LOTS 1 & 2, COPPER CREEK ESTATES NINTH SUBDIVISION AND THE SOUTH LINE OF SAID NORTHWEST QUARTER TO SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 23; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID NORTHWEST QUARTER TO THE PLACE OF BEGINNING. LESS AND EXCEPT ALL OF COPPER CREEK NINTH SUBDIVISION.



The tax increment will be captured for the tax years the payments for which become delinquent beginning in years 2020 and ending upon expiration of the final contract for construction of affordable housing.

The increase will come from the development single family homes on this property. Increases are anticipated from the next 80 houses to be building. The anticipated taxable valuation of this project at completion of the phase two 80 homes is \$18,400,000. The actual final valuation will be subject to appreciation and inflationary forces over the course of the development timeframe.

Statutory Pledge of Taxes.

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Redevelopment Project Area shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2019 and the effective date of each subsequent contract and or contract amendment associated with this redevelopment plan.

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on May 14, 2013. [§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to install the required public infrastructure needed to develop the property in a manner consistent with the comprehensive plan and previously approved development plans.

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

a. Land Acquisition:

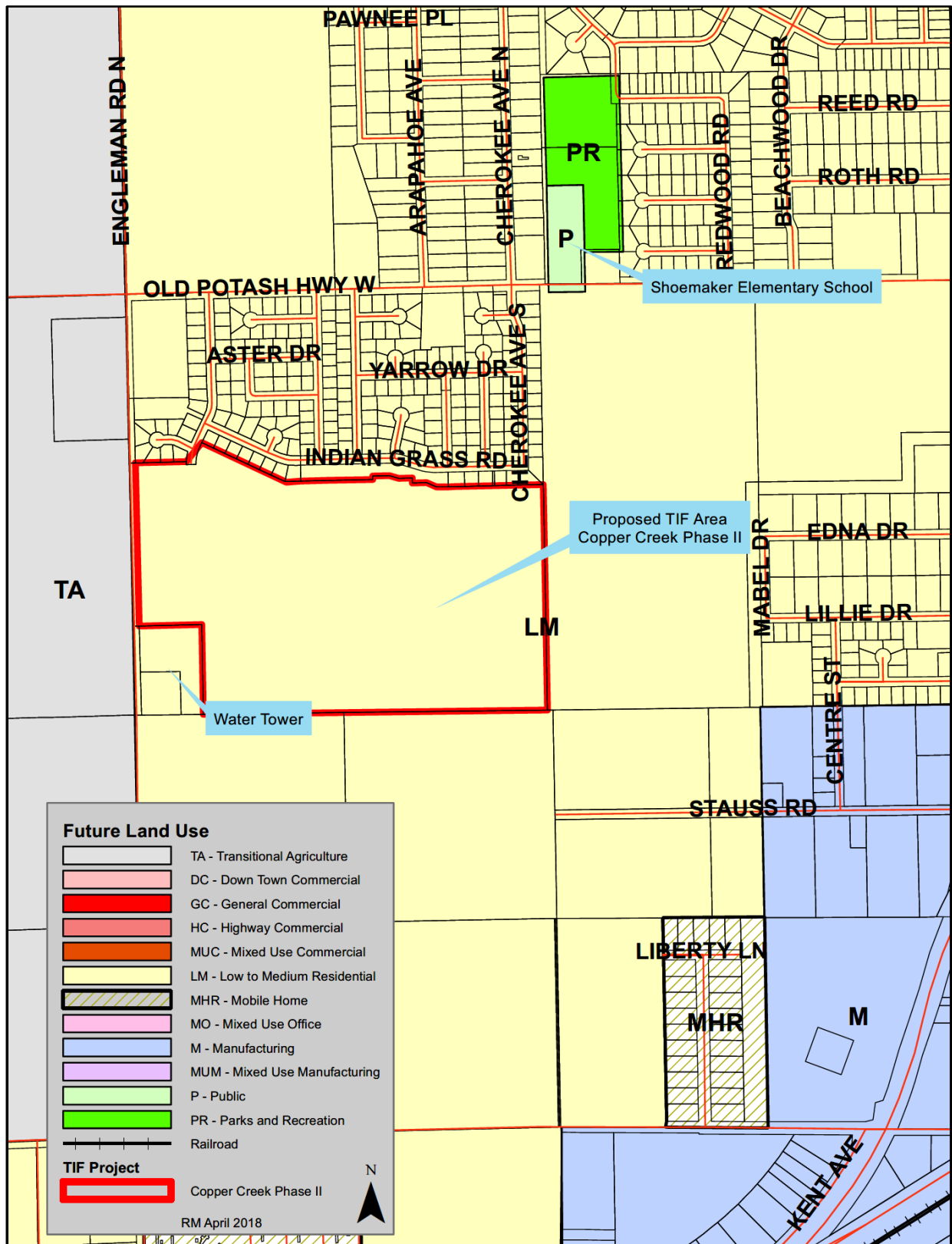
This amended Redevelopment Plan for Area #12 does not provide for real property acquisition. There is no proposed acquisition by the authority. The developer acquired the property as an expense included in the first redevelopment plan after approval of the first TIF contract.

b. Demolition and Removal of Structures:

The project to be implemented with this plan amendment does not call for the demolition and removal of any existing structures.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. The site is planned for residential use consistent with R2 zoning district and the approved preliminary and final plats for this site. [§18-2103(b) and §18-2111] The attached map also is an accurate site plan of the area after redevelopment. [§18-2111(5)]



City of Grand Island Future Land Use Map

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

The area is zoned R2 Low Density Residential. No zoning changes are anticipated with this project. Additional streets will be constructed in a manner consistent with the approved preliminary and final plats for the property. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. The single family residential is permitted in the current zoning district. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The R2 zoning district allows for the development of 1 dwelling unit per 6000 square foot of lot area. The platted and proposed lots are more than 6000 square feet in size but less than the 12,000 square feet that would be required for a 2 family dwelling. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

This site has full service to municipal utilities. No utilities would be impacted by the development. Water and sewer will need to be extended throughout the site. Extension of utilities is one of the planned uses for Tax Increment Financing.

Electric, gas, phone and cable utilities will be extended through the site as necessary to serve the development through agreements between those providers and the developer.

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

4. The Act requires a Redevelopment Plan provide for relocation of individuals and families displaced as a result of plan implementation.

This property is in private ownership. This is vacant property that has been used for agricultural purposes. No individuals or families will be relocated as a result of this project. Additional housing will be created by the project. [§18-2103.02]

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

Tom Gdowski a member of the CRA Board does not hold any interest in this property but works for Equitable Bank in Grand Island and may be involved in the financing of this project or houses sold within the project.

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

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

The developer owns the entire site. The developer is estimating the costs TIF eligible for Phase 2 activities as shown below:

Cost for Tax Increment Financing Eligible Activities		
Planning (Architecture and Engineering)		245,000
Land	Acquired with Phase 1	
Legal/Developer/Audit Fees		275,000
City Fees		2,100
Subtotal		522,100
Grading and Infrastructure Phase 2		
Sanitary Sewer	732,346.5	
Water Main	794,191	
Paving and Storm	2,119,710.2	
Fill	586,500	
Subtotal		4,232,748
Total Eligible Expenses		4,754,848

The estimated costs for the eligible activities of this project are \$4,754,748. Site improvements including: utility improvements and site grading and fill of \$4,232,748 Architectural and Engineering planning services of \$245,000 and are included as a TIF eligible expense. Legal, Developer and Audit Fees including a reimbursement to the City and the CRA of \$277,100 are included as TIF eligible expense. The total of eligible expenses for this project is \$4,754,748.

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting an estimated sum of \$4,754,848 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2019 for a period that may extend through 15 years from the date of the final contract for this project.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

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

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan, in that it will allow for development consistent with the future land use plan for the City of Grand Island and the previously approved development of this site. The development of single family residential on this property is consistent with the property development along the north side of Old Potash Highway. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions such as incomplete infrastructure.

8. Time Frame for Development

Development of this project is anticipated to begin in June 2018. Infrastructure for this phase of the development, including the next 80 lots is expected to be complete with the phasing of the development. The developer expects to complete between 15 and 30 affordable single family dwelling units each year until completion of the subdivision. Expected completion of Phase two of the project will occur sometime between 2022 and 2030. Excess valuation should be available for this project beginning with the 2019 tax year.

9. Justification of Project

The housing vacancy rate in Grand Island has been hovering between 2% and 3% since at least 2000. Since the late 1980's, every housing study done in Grand Island has indicated a lack of housing and housing options in Grand Island. The market is providing for houses in the \$220,000 plus price range and almost 300 market rate apartments have been built in the last 2 years and there are currently plans for upwards of 250 new additional market rate apartments. Providers of elderly housing supported by Low Income Housing

Tax Credits all have waiting lists and applications for new projects are submitted to NIFA every year.

As of today (April 3, 2018), there 73 housing units (single family and condominium) on the market based on the Multiple Listing Service, at all price ranges (\$59,900 to \$499,000). Grand Island has almost 13,000 single family housing units, so less than 0.56% of the total units are currently available and on the market.

The projected price range of the houses to be built with this project puts them within the reach of people earning a family income of \$22 an hour and above. This price puts these houses within reach of people working at JBS Swift, many of the retail stores in the community, incoming teachers and many others that have trouble finding housing in Grand Island. The cost to develop lots in Grand Island, even the smaller lots that are proposed in this subdivision makes the development and sale of houses in this price range prohibitive without some kind of public private partnership.

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

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

Project Sources and Uses. Public funds from tax increment financing in the amount of \$4,754,848 provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$14,852,962 in private sector financing and equity investment; a private investment of \$3.12 for every TIF dollar invested.

Use of Funds.			
Description	TIF Funds	Private Funds	Total
Site Acquisition	Acquired with Phase I		
Site Improvements/Utilities	\$4,232,747.7		\$4,232,747.7
New Construction Costs		\$13,360,000	\$13,360,000
Legal and Plan	\$275,000		\$275,000
Engineering/Arch	\$245,000		\$245,000
City Fees/Reimbursements	\$2,100		\$2,100
Financing Fees		\$1,492,962	\$1,492,962
TOTALS	\$4,754,848	\$14,852,962	\$19,607810

Tax Revenue. The property to be redeveloped has January 1, 2018, valuation of approximately \$504,382 for the 82 acres of undeveloped land. Based on the 2017 levy this would result in a real property tax of approximately \$11,360. It is anticipated that the assessed value will increase by \$18,400,000 upon full completion, as a result of the site

redevelopment. This development will result in an estimated tax increase of over \$414,450 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2018 assessed value:	\$ 504,382
Estimated taxable value after completion	\$ 18,904,382
Increment value	\$ 18,400,000
Annual TIF generated (estimated)	\$ 6,217,000
TIF bond issue	\$ \$4,754,848

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

The proposed development of these houses will result in an estimated additional \$18,400,000 of taxable valuation based on an initial 2018 sale price of homes at \$185,000 including the value of the lot to bring total valuation to \$230,000 per unit. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities for life of those homes after the completion of the TIF contracts.

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

No additional public service needs have been identified. Existing water and waste water facilities will need to be extended through the site but have sufficient capacity to support the development. The electric utility has sufficient capacity to support the development. **This development will have an impact on the Grand Island School system as it will likely result in increased attendance at all grade levels.** The average number of persons per household in Grand Island for 2012 to 2016 according to the American Community Survey is 2.65. Eighty additional household would house 212 people. According to the 2010 census 19.2% of the population of Grand Island was between the ages of 5 and 18. If the averages hold it would be expected that there would be an additional 41 school age children generated by this development. According to the National Center for Educational Statistics¹ the 2015-16 enrollment for GIPS was 9,698 students and the cost per student in 2013-14 was \$12,343 of that \$5,546 is generated locally. The Grand Island Public School system has indicated that they will not oppose the development of this phase of the project and can accommodate the increase in enrollment. It is likely that they would not be able to absorb additional development without adding to school facilities. Fire and police protection are available and should not be impacted by this development.

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

¹ https://nces.ed.gov/ccd/districtsearch/district_detail.asp?ID2=3100016

The proposed development will provide jobs for persons employed by the contractors that will be involved with the project. In 2015 the National Association of Home Builders estimated the impacts of each single family home built in a community at 3.94 FTE's 2.37 of which are direct impact employees. (NAHB Housing Policy Department, 2015). Using that number and an estimated construction schedule of 15 units per year, the direct impact of this project is the equivalent of a manufacturing facility employee base of 35.55 FTE's. This project will also supply housing at a price point that is affordable to those at or below the median income in Grand Island. The median income in Grand Island for 2016 according to the U.S. Census is \$49,118.

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

This should not have any measurable negative impacts on other employers or employees in the city.

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

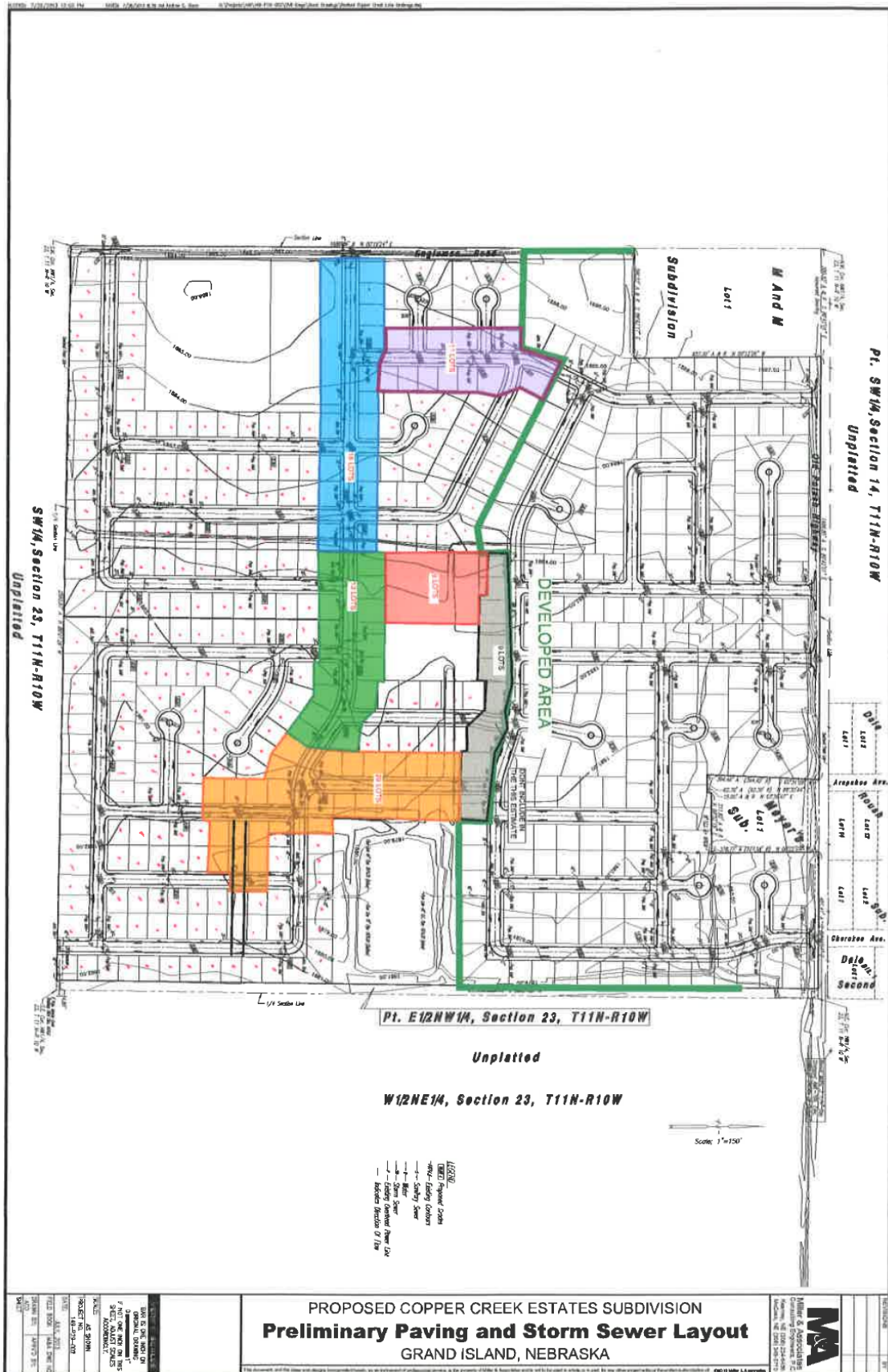
This will provide housing for residents of Grand Island in a much needed price range that is not being provided by the housing market. The 2014 housing study identified a need for over 1,700 new housing units including over 1000 owner occupied units. In 2015, 2016 and 2017 a total of 348 permits were issued for new single family homes in Grand Island. Without the use of TIF this project will not move forward. The cost for the required infrastructure for these 80 lots is estimated at \$4,232,748 or \$52,900 per lot. Portions of this development will potentially serve additional development in the future but all of the infrastructure is necessary to serve these 80 lots. The estimated cost of construction of these houses is \$167,000 (approximately \$130 per square foot) it is not possible to sell these houses for \$185,000 without a public private partnership. This project is not economically feasible without the use of TIF and can positively impact persons at or below the median income level within the City of Grand Island.

Time Frame for Development

Development of this project is anticipated to begin in June 2018. Infrastructure for this phase of the development, including completing streets and utilities for these 80 lots is expected to be complete by January 1, 2024. The base tax year should be calculated beginning in 2018 and each subsequent contract should be set in the year during which it is anticipated construction on the houses will begin. The developer expects to complete between 15 and 30 affordable single family dwelling units each year until completion of the subdivision. Expected completion of this project will occur sometime between 2022 and 2025. Excess valuation should be available for this project beginning with the 2019 tax year. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per each contract between the CRA. Contract periods shall not exceed 15 years. The amount of TIF excess distributed shall not exceed the actual cost of the TIF eligible

expenses incurred for this project including streets, storm sewer, sanitary sewer, water, other necessary utilities, engineering, architecture and surveying, legal fees and interest associated with the TIF bonds.

Proposed Development Attached Subject to Final Platting and Approval





BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name:

Guarantee Group L.L.C.

Address:

Physical Address: 1912 West Anna Street, Grand Island Nebraska

Mailing Address: P.O. Box 5916, Grand Island Nebraska

Telephone No.: 308-381-2497 Fax No.: 308-381-1285

Cell: 308-379-1482

Contact:

Sean O Connor

Brief Description of Applicant's

Business: Our team develops real estate and builds affordable homes.

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Present Ownership Proposed Project Site: The Guarantee Group L.L.C.

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

Our team is proposing to build 1,200 sqft. to 1,400 sqft. affordable homes on land that is
developed using tax increment financing.

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land \$0.00

B. Building \$0.00

Construction Costs:

A. Renovation or Building Costs: \$0.00

B. On-Site Improvements: \$4,232,747.70

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Soft Costs:

A. Architectural & Engineering Fees:	\$245,000.00
B. Financing Fees:	\$1,492,961.79
C. Legal/Developer/Audit Fees:	\$ 275,000.00
D. Contingency Reserves:	\$ 164,000.00
E. Other (Please Specify)	\$ 0.00
TOTAL	\$6,409,709.49

Total Estimated Market Value at Completion: $\$230,000.00 \times 80 = \$18,400,000.00$

Source of Financing:

A. Developer Equity:	\$750,000.00
B. Commercial Bank Loan:	\$4,232,747.70
Tax Credits:	
1. N.I.F.A.	\$ 0.00
2. Historic Tax Credits	\$ 0.00
D. Industrial Revenue Bonds:	\$0.00

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E. Tax Increment Assistance:

\$6,409,709.49

F. Other

\$0.00

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

Engineer: Olsen Associates, 201 E. 2nd St. Grand Island, NE 68801

Developer: The Guarantee Group L.L.C., P.O. Box 5916 Grand Island, NE 68802-5916

General Contractor: Thriv Construction Inc., P.O. Box 5916 Grand Island, NE 68802-5916

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

(Please Show Calculations)

Home Value: \$190,000.00 Taxes per Home: (211,600 x 0.0208 = 4,401.28)

Land & Improvment Value: \$40,000.00 Quantity of Homes: 80

Total: \$230,000.00

Assessed Value @ 92% of Total: \$211,600.00

Mill Levy: 0.0208

Total Taxes per Year: 80 x 4,401.28 = \$352,102.40

Project Construction Schedule:

Construction Start Date:

March 15, 2018

Construction Completion Date:

December 31, 2030

If Phased Project: Project may or may not be done in phases. Sales of homes will determine the speed of construction.

Year %

Complete

Year %

Complete

XII. Please Attach Construction Pro Forma

XIII. Please Attach Annual Income & Expense Pro Forma

(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

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

The amount of Tax Increment Financing Requested is: \$6,409,709.49

1) Sanitary sewer - water main - storm sewer and pavement for 80 homes

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

for Proposed Project: This assistance lowers the price of development.

The lower cost of development allows the developer to reduce the cost of the home.

The lower cost of home is more affordable to our communities families.

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

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

City of Grand Island & Grand Island Community Redevelopment Authority

Phone: 308-385-5325 Fax: 308-385-5423

South Central Economic Development District (SCEDD)

Phone: 308-455-4770 Fax: NA Email: sharonh@scedd.us

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

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

Copper Creek Phase II
Sub No. 1 - 29 Lots

Diamond Engineering
Ben Thayer March 14, 2017
Revised 1 Nov 2017

Paving & Storm Sewer

6" Pavement	6285 SY	\$ 39.00	\$ 245,115.00
Integral Curb	2927 LF	\$ 2.65	\$ 7,756.55
Const Header	111 LF	\$ 18.00	\$ 1,998.00
48" RCP	960	\$ 190.00	\$ 182,400.00
24" RCP	264	\$ 67.00	\$ 17,688.00
18" RCP	250 LF	\$ 58.00	\$ 14,500.00
15" RCP	41 LF	\$ 50.00	\$ 2,050.00
48" FES	1 Each	\$ 3,210.00	\$ 3,210.00
18" FES	2 Each	\$ 1,440.00	\$ 2,880.00
Type "D" Inlet	7 Each	\$ 3,465.00	\$ 24,255.00
Junction Box	3 Each	\$ 4,000.00	\$ 12,000.00
Fill for Street	4315 CY	\$ 13.50	\$ 58,252.50
TV Inspection	1514 LF	\$ 1.55	\$ 2,346.70
	Total		\$ 574,451.75

Water Main

12" Water Main	1200 LF	\$ 63.00	\$ 75,600.00
8" Water Main	1651 LF	\$ 50.00	\$ 82,550.00
6" Water Main	160 LF	\$ 40.00	\$ 6,400.00
8" Elbow 22& 1/2 Degree	2 Each	\$ 810.00	\$ 1,620.00
12" x 6" Tee	3 Each	\$ 1,025.00	\$ 3,075.00
12" x 8" Tee	1 Each	\$ 1,125.00	\$ 1,125.00
Bell Block	3 Each	\$ 950.00	\$ 2,850.00
12" Plug	1 Each	\$ 875.00	\$ 875.00
8" Plug	1 Each	\$ 750.00	\$ 750.00
6" Plug	1 Each	\$ 575.00	\$ 575.00
12" Valve	2 Each	\$ 3,410.00	\$ 6,820.00
8" Valve	1 Each	\$ 2,045.00	\$ 2,045.00
6" Valve	1 Each	\$ 1,455.00	\$ 1,455.00
Fire Hydrant Assembly	5 Each	\$ 5,489.00	\$ 27,445.00
Water Service	29 Each	\$ 2,345.00	\$ 68,005.00
	Total		\$ 281,190.00

Sanitary Sewer

10" PVC	1500 LF	\$ 41.00	\$ 61,500.00
8" PVC	300 LF	\$ 35.00	\$ 10,500.00
Manhole	7 Each	\$ 4,422.00	\$ 30,954.00
Manhole Extra Depth	38.1 VF	\$ 450.00	\$ 17,145.00
10" Plug	2 Each	\$ 225.00	\$ 450.00
8" Plug	1 Each	\$ 200.00	\$ 200.00
Sewer Service	29 Each	\$ 1,500.00	\$ 43,500.00
TV Inspection	1800 LF	\$ 1.55	\$ 2,790.00
Dewatering	1800 LF	\$ 40.00	\$ 72,000.00
	Total		\$ 239,039.00

Dewatering	1325 LF	\$ 40.00	\$ 53,000.00
		Total	\$ 143,024.75
Fill For Lots			
Fill Material	16000 CY	\$ 7.50	\$ 120,000.00
Total Estimated Cost Sub No. 2 13 Lots			\$ 767,588.70
Cost per Lot \$59,045.28			

Sub No. 3 - 18 Lots

Paving & Storm Sewer

6" Pavement	7139 SY	\$ 39.00	\$ 278,421.00
Integral Curb	3043 LF	\$ 2.65	\$ 8,063.95
Const Header	259 LF	\$ 18.00	\$ 4,662.00
42" RCP	390 LF	\$ 156.00	\$ 60,840.00
36" RCP	470 LF	\$ 111.00	\$ 52,170.00
24" RCP	285 LF	\$ 67.00	\$ 19,095.00
18" RCP	160 LF	\$ 58.00	\$ 9,280.00
36" Plug	1 Each	\$ 150.00	\$ 150.00
24" Plug	1 Each	\$ 125.00	\$ 125.00
Type "D" Inlet	9 Each	\$ 3,465.00	\$ 31,185.00
Junction Box	1 Each	\$ 4,000.00	\$ 4,000.00
TV Inspection	1305 LF	\$ 1.55	\$ 2,022.75
Fill.for Street	1700 CY	\$ 13.50	\$ 22,950.00
		Total	\$ 492,964.70

Water Main

12" Water	485 LF	\$ 63.00	\$ 30,555.00
8" Water	675 LF	\$ 50.00	\$ 33,750.00
6" Water Main	870 LF	\$ 40.00	\$ 34,800.00
8" x 6" Tee	1 Each	\$ 550.00	\$ 550.00
8" x 6" Cross	2 Each	\$ 750.00	\$ 1,500.00
12" x 8" Tee	1 Each	\$ 1,125.00	\$ 1,125.00
12" x 6" Tee	2 Each	\$ 1,025.00	\$ 2,050.00
6" x 6" Tee	3 Each	\$ 500.00	\$ 1,500.00
12" Valve	2 Each	\$ 3,410.00	\$ 6,820.00
8" Valve	1 Each	\$ 2,045.00	\$ 2,045.00
6" Valve	6 Each	\$ 1,455.00	\$ 8,730.00
Bell Block	7 Each	\$ 700.00	\$ 4,900.00
12" Plug	1 Each	\$ 875.00	\$ 875.00
6" Plug	6 Each	\$ 575.00	\$ 3,450.00
Relocate Fire Hydrant	1 Each	\$ 2,610.00	\$ 2,610.00
Fire Hydrant Assembly	6 Each	\$ 5,489.00	\$ 32,934.00
Water Service	18 Each	\$ 2,345.00	\$ 42,210.00
		Total	\$ 210,404.00

Sanitary Sewer

10" PVC	840 LF	\$ 41.00	\$ 34,440.00
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TV	780 LF	\$ 1.55	\$ 1,209.00
		Total	\$ 94,170.00
Fill For Lots			
Fill Material	7500 CY	\$ 7.50	\$ 56,250.00
Total Estimated Cost Sub No. 4 11 Lots			\$ 462,668.45
Cost Per Lot \$42,060.77			

Sub No. 5 - 9

Paving			
6" Pavement	2401 SY	\$ 39.00	\$ 93,639.00
Integral Curb	1119 LF	\$ 2.65	\$ 2,965.35
Const Header	37 LF	\$ 18.00	\$ 666.00
Remove & Replace Pavement	75 SY	\$ 75.00	\$ 5,625.00
24" RCP	165 LF	\$ 67.00	\$ 11,055.00
15" RCP	150 LF	\$ 50.00	\$ 7,500.00
Type "D" Inlet	3 Each	\$ 3,465.00	\$ 10,395.00
Fill For Street	500 CY	\$ 13.50	\$ 6,750.00
TV Inspection	315 LF	\$ 1,055.00	\$ 332,325.00
	Total		\$ 470,920.35

Water Main			
6" Water Main	630 LF	\$ 40.00	\$ 25,200.00
6" Tee	1 Each	\$ 500.00	\$ 500.00
8" x 6" Tapping Sleeve & Valve	1 Each	\$ 3,000.00	\$ 3,000.00
Fire Hydrant Assembly	2 Each	\$ 5,489.00	\$ 10,978.00
Water Service	9 Each	\$ 2,345.00	\$ 21,105.00
Remove & Replace Pavement	85 SY	\$ 75.00	\$ 6,375.00
	Total		\$ 67,158.00

Sanitary Sewer			
8" PVC	445 LF	\$ 35.00	\$ 15,575.00
Manhole	2 Each	\$ 4,422.00	\$ 8,844.00
Manhole Extra Depth	8 VF	\$ 455.00	\$ 3,640.00
8" Plug	1 Each	\$ 200.00	\$ 200.00
Sewer Service	9 Each	\$ 1,500.00	\$ 13,500.00
Dewatering	445 LF	\$ 40.00	\$ 17,800.00
TV Inspection	445 LF	\$ 1.55	\$ 689.75
	Total		\$ 60,248.75

Fill For Lots			
Fill Material	7500 CY	\$ 7.50	\$ 56,250.00

Total Estimated Cost Sub No. 5 11Lots			\$ 654,577.10
Cost Per Lot \$59,507.01			

Total Project Cost			\$ 4,232,747.70
Cost Per Lot \$52,909.35			

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

RESOLUTION NO. 269

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

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

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

Passed and approved this 11th day of April, 2018

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

By


Chairperson

ATTEST:


Secretary

Guarantee Group L.L.C. Copper Creek Phase 2

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

RESOLUTION NO. 270

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

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area, from Guarantee Group L.L.C., (The "Developer") for redevelopment of Phase 2 of the Copper Creek Subdivision, an area within the city limits of the City of Grand Island, as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 12;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

Passed and approved this 11th day of April, 2018.

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

By 
Chairperson

ATTEST:


Secretary

Guarantee Group L.L.C. Copper Creek Phase 2

Resolution Number 2018-09

HALL COUNTY REGIONAL PLANNING COMMISSION

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

WHEREAS, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the “**Authority**”), referred **the Redevelopment Plan for Copper Creek Phase 2 for Guarantee Group LLC** to the Hall County Regional Planning Commission, (the “**Commission**”) for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”); and

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

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

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

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

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

DATED: May 2, 2018.

HALL COUNTY REGIONAL PLANNING
COMMISSION

ATTEST:

By:
Chair



By:


Secretary



April 4, 2018

Virgil D. Harden, RSBA, SFO
Chief Financial Officer
Grand Island Public Schools
123 S. Webb Road
P.O. Box 4904
Grand Island, NE 68802-4904

Dear Virgil,

This letter is to inform you that the Community Redevelopment Authority (CRA) of the City of Grand Island has received an application requesting Tax Increment Financing (TIF) for apartments in downtown Grand Island.

The application seeks \$6,409,709 in TIF assistance for the development of the next phases of Copper Creek including 80 additional single family homes with a 2019 sales price of \$185,000.

At present, the proposed timeline for approval would be as follows:

- CRA receives initial application, 4 p.m., April 11.
- Regional Planning Commission holds public hearing 6 p.m., May. 2.
- CRA reviews Planning Commission recommendation, 4 p.m. May meeting to be scheduled.
- Grand Island City Council holds public hearing and takes action, 7 p.m., June 12.
- CRA considers redevelopment contract, 4 p.m. Jun. 13.

Additional notification will be provided to you prior to the public hearings. Should you have any questions or comments, please call me at (308) 385-5240.

Sincerely,

Chad Nabity, AICP
Director



City of Grand Island

Tuesday, June 12, 2018

Council Session

Item F-1

#9686 - Consideration of Annexation of Property Located at the Southwest Corner of North Road and 13th Street (Proposed for Platting as Hanover Third Subdivision) (Second Reading)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: June 12, 2018

Subject: An Ordinance to include Hanover Third Subdivision as an Addition to the City of Grand Island, Nebraska and the adjoining right-of -way

Presenter(s): Chad Nabity, AICP Planning Director

Background

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

Raymond J. O'Connor, Managing Member of The Meadows Apartments LLC as the owner of the property, submitted Hanover Third Subdivision as an Addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting on May 2, 2018.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117. Annexation ordinances must be read on three separate occasions. A public hearing was held on this item on May 22, 2018 and the ordinance passed on first reading on the same date. This is the second reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of that property.

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

No existing residence would be added to the City as a result of this annexation and four additional building lots will be added. The City is purchasing two of these lots for the Emergency Management Center and a Fire Station.

Alternatives

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

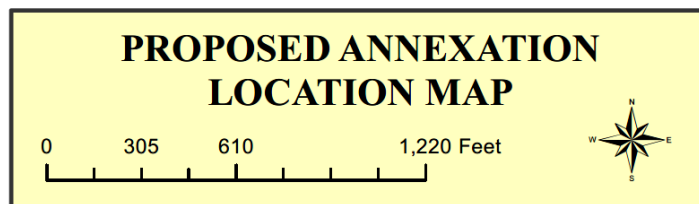
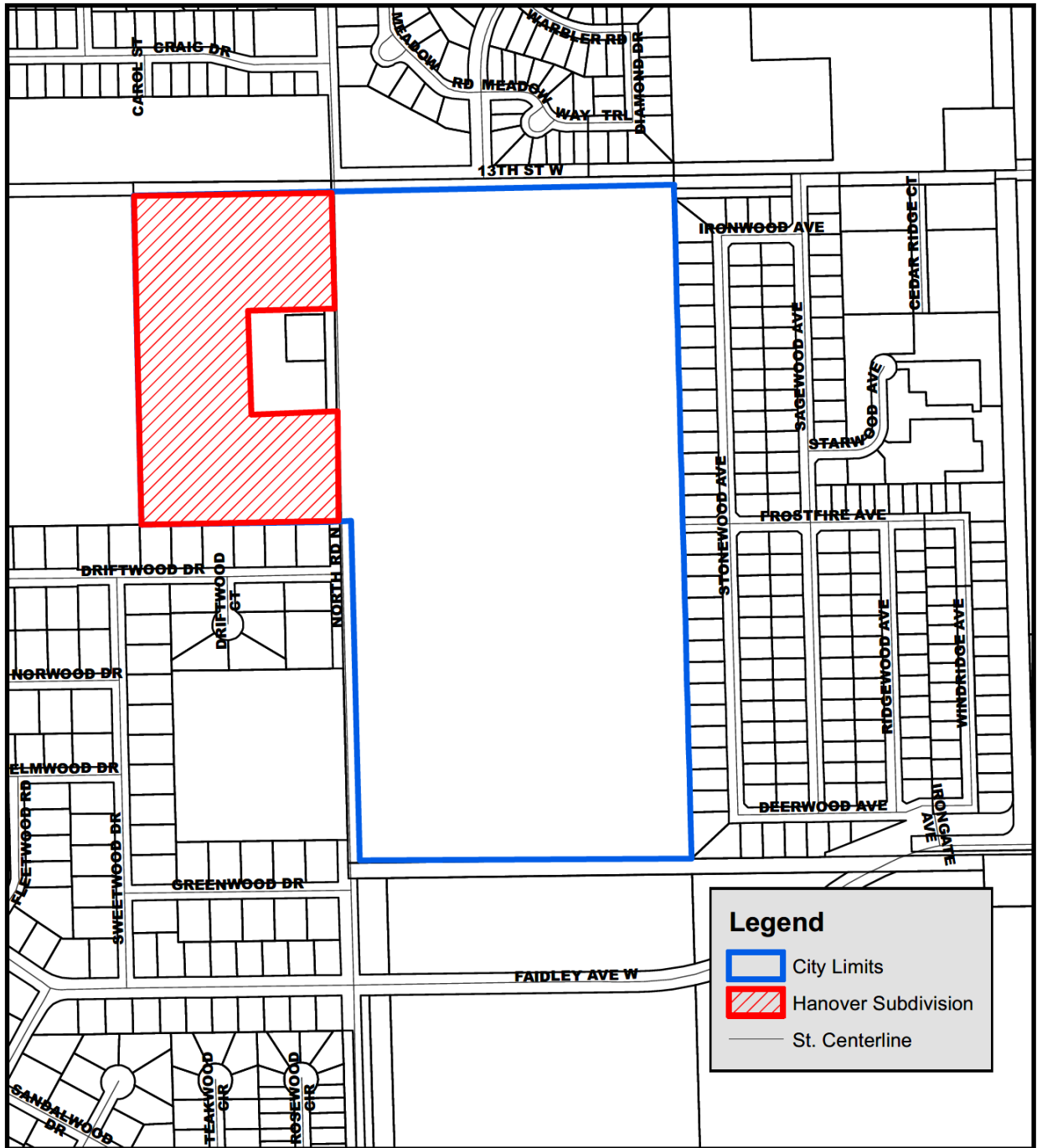
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council pass the annexation ordinance.

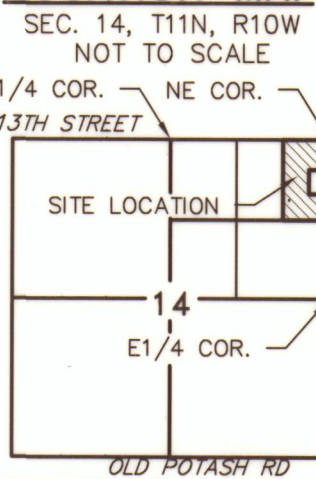
Sample Motion

Move to approve the annexation ordinance on second reading.



HANOVER THIRD SUBDIVISION
AN ADDITION TO THE CITY OF GRAND ISLAND
HALL COUNTY, NEBRASKA
FINAL PLAT

LOCATION MAP



N

NE CORNER, N1/2 NE1/4
(NORTHEAST CORNER)
SEC 14, T11N, R10W

POB

33' CO. RD.
R.O.W.

S89°27'02"W 2620.01'(M)

N89°27'02"E 762.49'(M)

NW CORNER, N1/2 NE1/4
(NORTH 1/4 CORNER)
SEC 14, T11N, R10W

EXISTING 50'
RIGHT-OF-WAY
INSTR. #200305499
FILED 05/02/03

40' RIGHT-OF-WAY
TO BE DEDICATED
WITH THIS PLAT

20' UTILITY EASEMENT
TO BE DEDICATED
WITH THIS PLAT

40' RIGHT-OF-WAY
TO BE DEDICATED
WITH THIS PLAT

33' CO. RD.
R.O.W.

LOT 1
77349 S.F.
1.776 ACRES

LOT 3
198892± S.F.
4.566 ACRES

20' SANITARY EASEMENT
TO BE DEDICATED
WITH THIS PLAT

LOT 2
54538± S.F.
1.252 ACRES

UTILITY EASEMENT
INST NO 200702897
FILED 4/11/2007

S88°36'51"W
39.92'(M)
40'(P)

S88°36'51"W 290.14'(M) 290'(P)

S00°50'07"E 19.76'(M) 20.0'(P)

LOT 1
HANOVER
SECOND
SUBDIVISION
(NOT A PART)

LOT 2
HANOVER SECOND
SUBDIVISION
(NOT A PART)

W1/2 NW1/4
SEC. 13, T11N, R10W
UNPLATTED
(NOT A PART)

LOT 1, BLOCK 2
NEUMANN
SECOND SUBDIVISION
(NOT A PART)

EXISTING 10'
UTILITY EASEMENT
INST. #200305499
FILED 05/02/03

N01°24'29"W 1316.20'(M) 1316.18'(R)

813.02'(M)

LOT 4
477340± S.F.
10.958 ACRES

40' RIGHT-OF-WAY
TO BE DEDICATED
WITH THIS PLAT

33' CO. RD.
R.O.W.

40' ROAD R.O.W.

40'(P)

40.06'(M)

1/2 PIPE

N88°34'41"E 330.02'(M)

289.96'(M) 290.0'(P)

S01°24'14"E 430.81'(M)

S01°24'11"E 431.58'(M)

40'(M)

S01°23'02"E 395.62'(M)

S01°22'10"E

198.0'(P)

197.62'(M)

S01°27'38"E

177.97'(P)

178.24'(M)

S01°24'11"E 492.04'(M) 492.0'(R,P)

264.59'(M)

268.86'(M)

N01°23'27"W 456.85'(M)

187.99'(M)

N88°36'26"E 290.02'(M)

S01°24'11"E 492.04'(M) 492.0'(R,P)

264.59'(M)

268.86'(M)

N01°23'27"W 456.85'(M)

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N88°36'26"E 290.02'(M)

S01°24'11"E 492.04'(M) 492.0'(R,P)

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N88°36'26"E 290.02'(M)

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187.99'(M)

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264.59'(M)

268.86'(M)

N01°23'27"W 456.85'(M)

187.99'(M)

N88°36'26"E

HANOVER THIRD SUBDIVISION
AN ADDITION TO THE CITY OF GRAND ISLAND
HALL COUNTY, NEBRASKA

LEGAL DESCRIPTION

A TRACT OF LAND COMPRISING A PART OF THE NORTH HALF OF THE NORTHEAST QUARTER (N1/2 NE1/4) OF SECTION FOURTEEN (14), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTH HALF OF THE NORTHEAST QUARTER (N1/2 NE1/4), SAID POINT BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S01°24'11"E, ALONG THE EAST LINE OF SAID N1/2 NE1/4, A DISTANCE OF 492.04 FEET, TO THE NORTHEAST CORNER OF, HANOVER SUBDIVISION; THENCE S88°36'51"W, ALONG THE NORTH LINE OF HANOVER SECOND SUBDIVISION, A DISTANCE OF 330.07 FEET, TO THE NORTHWEST CORNER OF LOT 2, HANOVER SECOND SUBDIVISION; THENCE S01°24'37"E, ALONG THE WEST LINE OF SAID LOT 2, HANOVER SECOND SUBDIVISION, A DISTANCE OF 395.80 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, HANOVER SECOND SUBDIVISION; THENCE N88°34'41"E, ALONG THE SOUTH LINE OF SAID LOT 2, HANOVER SECOND SUBDIVISION, A DISTANCE OF 330.02 FEET TO THE SOUTHEAST CORNER OF HANOVER SUBDIVISION, ALSO BEING A POINT ON SAID EAST LINE OF N1/2 NE1/4; THENCE S01°24'11"E, ALONG SAID EAST LINE, A DISTANCE OF 431.58 FEET TO THE NORTHEAST CORNER OF WESTWOOD PARK SUBDIVISION; THENCE S89°40'39"W, ALONG THE NORTH LINE OF SAID WESTWOOD PARK SUBDIVISION, A DISTANCE OF 762.43 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK 2, NEUMANN SECOND SUBDIVISION; THENCE N01°24'29"W, ALONG THE EAST LINE OF SAID LOT 1, BLOCK 2, NEUMANN SECOND SUBDIVISION, A DISTANCE OF 1316.20 FEET TO A POINT ON THE NORTH LINE OF SAID N1/2 NE1/4; THENCE N89°27'02"E, ALONG THE NORTH LINE OF SAID N1/2 NE1/4, A DISTANCE OF 762.49 FEET TO THE TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 873,953.61 SQUARE FEET OR 20.063 ACRES MORE OR LESS OF WHICH 1.511 ACRES ARE NEW DEDICATED ROAD RIGHT-OF-WAY.

SURVEYOR’S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 2018, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND CONSISTING OF PART OF THE NORTH HALF OF THE NORTHEAST QUARTER (N1/2 NE1/4) OF SECTION FOURTEEN (14), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

JESSE E. HURT, REGISTERED LAND SURVEYOR NUMBER, LS-674

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT THE MEADOWS APARTMENT HOMES, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "**HANOVER THIRD SUBDIVISION**" IN PART OF THE NORTH HALF OF THE NORTHEAST QUARTER (N1/2 NE1/4) OF SECTION FOURTEEN (14), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., IN HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE ROAD RIGHT OF WAY, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER: AND HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS HERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING ADDITION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT _____, NEBRASKA,
THIS ____ DAY OF _____, 2018.

THE MEADOWS APARTMENT HOMES, L.L.C.

BY: _____
RAYMOND J. O’CONNOR, MANAGING MEMBER

ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF HALL SS

ON THIS ____ DAY OF _____, 2018, BEFORE ME _____, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED RAYMOND J. O’CONNOR, MANAGING MEMBER, THE MEADOWS APARTMENT HOMES, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____ NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

APPROVAL

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

CHAIRPERSON

DATE

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS ____ DAY OF _____, 2018.

MAYOR

CITY CLERK

SECTION TIES

NW COR., N1/2, NE1/4, (N1/4 COR.), SEC 14-T11N-R10W
FND. 1/2" PIPE
63.87' SW TO 1/2" PIPE W/LS578 CAP
47.64' SW TO NAIL IN POWER POLE
47.18' NW TO NAIL IN POWER POLE
64.56' SE TO 1/2" PIPE (PROPERTY COR.)

NE CORNER, N1/2 NE1/4, (NORTHEAST COR.), SEC 14-T11N-R10W
FND SURVEY SPIKE AT ASPHALT SURFACE
SW 47.00' TO REDHEAD NAIL IN POWER POLE
SE 46.06' TO REDHEAD NAIL IN POWER POLE
NE 45.00' TO REDHEAD NAIL IN POWER POLE

SE CORNER, N1/2 NE1/4, (EAST 1/4 COR.), SEC 14-T11N-R10W
FND ALUMINUM CAP AT ASPHALT SURFACE
E 2.0' TO CENTERLINE OF N-S ASPHALT ROAD
SSW 75.47' TO REDHEAD IN LIGHT POWER POLE
SW 36.37' TO MAG NAIL w/WASHER ON TOP OF NORTH END OF 36" CMP
NNW 84.82' TO MAG NAIL w/WASHER IN POWER POLE
E 31.32' TO CHISELED 'X' ON TOP OF NORTH END OF 36" RCP

SHEET 2 OF 2



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

PROJECT NO. 2017-2905
GI 911 CENTER
FB GI 2017-2

OWNERS: THE MEADOWS
APARTMENT HOMES, L.L.C.
SUBDIVIDER: THE MEADOWS
APARTMENT HOMES, L.L.C.
SURVEYOR: OLSSON ASSOCIATES
ENGINEER: OLSSON ASSOCIATES
NUMBER OF LOTS: 4

DWG: F:\2017\2501-3000\017-2905\40-Design\Survey\SRVY\Sheets\V_FPT_72905.dwg USER: jjimenez
DATE: May 02, 2018 10:40am XREFS: V_RWAY_72905 V_XTP0_72905

* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9686

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

WHEREAS, after Raymond J. O’Connor, Managing Member of The Meadows Apartments LLC, as owners of the property submitted a plat of Hanover Third Subdivision an Addition to the City of Grand Island for approval; and

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

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

Approved as to Form	<input type="checkbox"/>	_____
June 8, 2018	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9686 (Cont.)

WHEREAS, on May 22, 2018 the City Council of the City of Grand Island held a public hearing on such annexation and approved such annexation on first reading and on June 12, 2018 approved such annexation on second reading and on June 26, 2018 approved such annexation on third and final reading.

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

SECTION 1. It is hereby found and determined that:

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

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

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

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

ORDINANCE NO. 9686 (Cont.)

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

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

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

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

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

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

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

ORDINANCE NO. 9686 (Cont.)

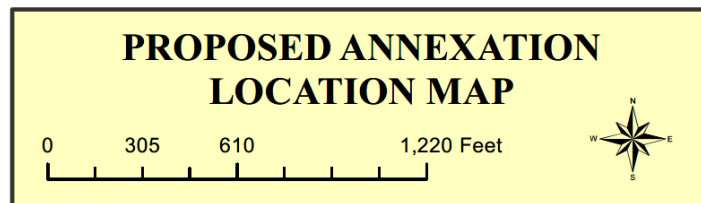
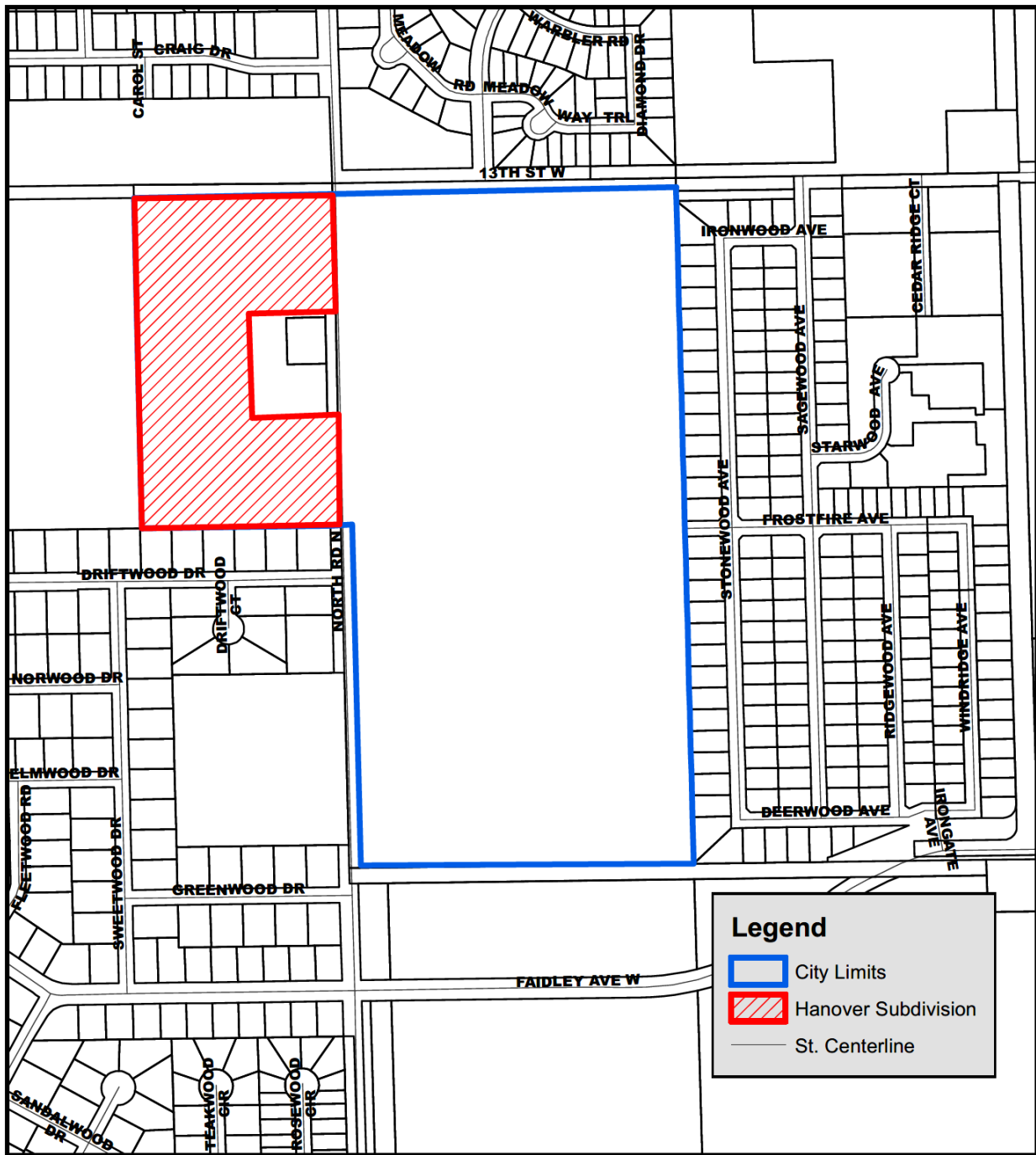
Enacted: June 12, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9686 (Cont.)





City of Grand Island

Tuesday, June 12, 2018

Council Session

Item F-2

#9687 - Consideration of Annexation of Property Located at 2224 South Stuhr Road (Proposed for Platting as Fonner View Estates Subdivision) (Second Reading)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: June 12, 2018

Subject: An Ordinance to include Fonner View Estates
Subdivision as an Addition to the City of Grand Island,
Nebraska and the adjoining right-of -way

Presenter(s): Chad Nabity, AICP Planning Director

Background

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

William H. Barge as the owner of the property, submitted Fonner View Estates Subdivision as an Addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting on May 2, 2018.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117. Annexation ordinances must be read on three separate occasions. A public hearing was held on this item on May 22, 2018 and the ordinance passed on first reading on the same date. This is the second reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of that property.

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

One existing residence would be added to the City as a result of this annexation and six additional building lots will be added.

Alternatives

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

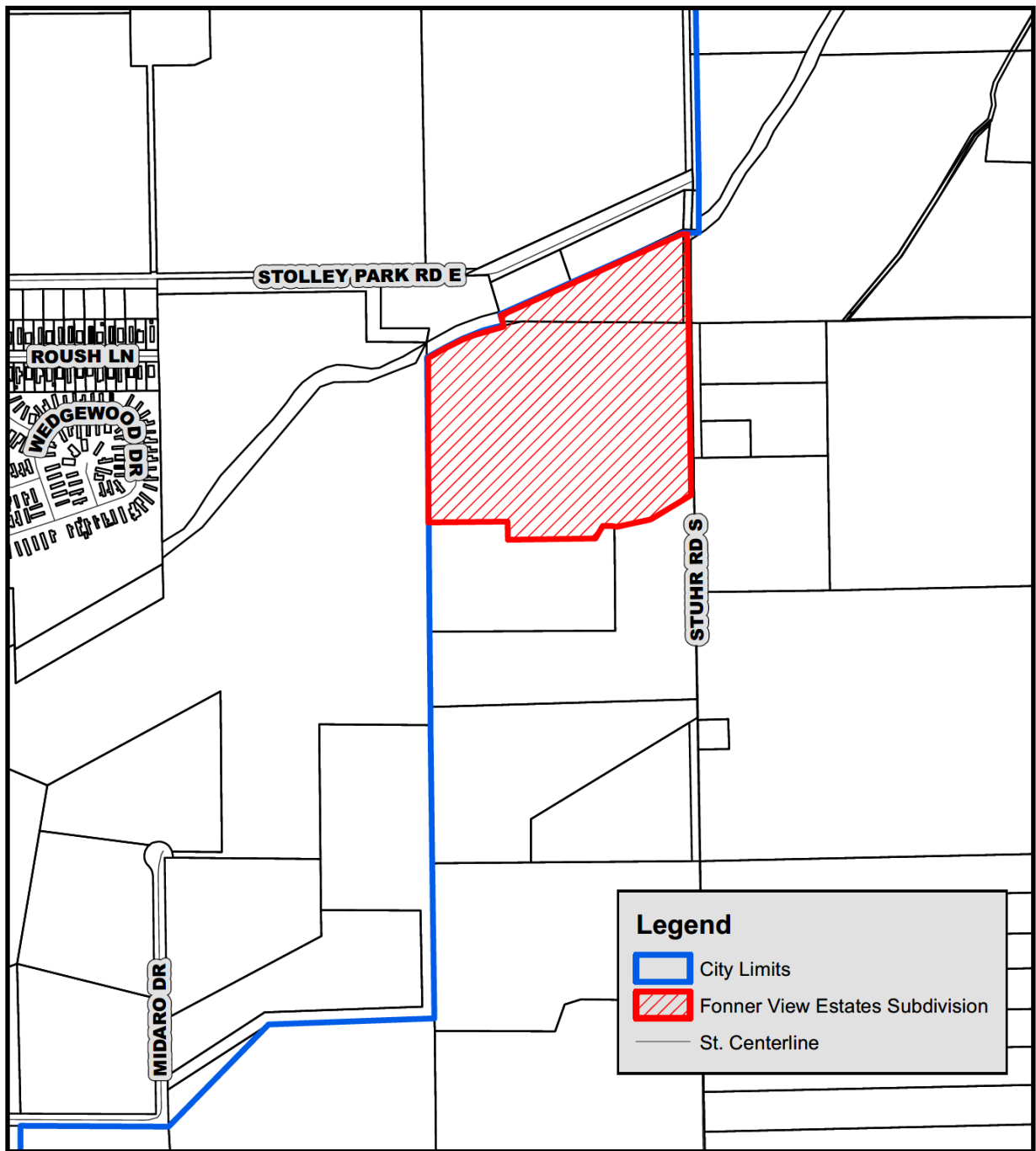
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

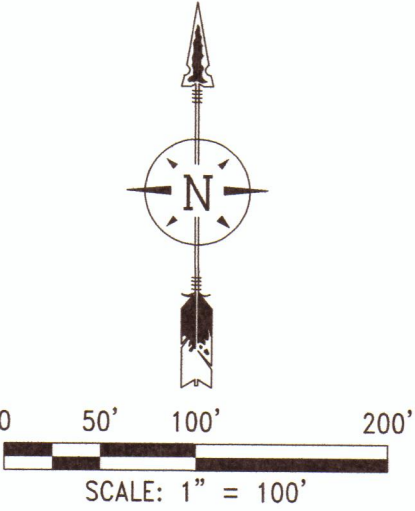
Move to approve the annexation ordinance on second reading.



FINAL PLAT
-FONNER VIEW ESTATES SUBDIVISION-
AN ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

CURVE DATA					
NUMBER	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD DISTANCE
C1	96°20'09"	60.00'	100.88'	N 47°56'47" W	89.41'
C2	89°41'49"	60.00'	93.93'	N 45°04'12" E	84.63'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S72°18'21"W	9.07'



- LEGEND
- ▲ = SECTION CORNERS FOUND
 - = CORNERS FOUND
 - = CORNERS ESTABLISHED
 - (CAPPED 5/8" x 24" REBAR)
 - x = TEMPORARY POINT
 - (M) = MEASURED DISTANCES
 - (P) = PLATTED DISTANCES
 - (R) = RECORD DISTANCES
 - (D) = DEEDED DISTANCES
 - = BOUNDARY LINE
 - - - = SECTION LINE
 - · - · - = EXISTING LOT LINES
 - · - · - = EXISTING EASEMENT LINES
 - · - · - = NEW EASEMENT LINES

LEGAL DESCRIPTION

A Tract of land being part of the East Half of the Southeast Quarter (E1/2 SE1/4) of Section Twenty-Two (22), and part of the East Half of the Northeast Quarter (E1/2 NE1/4) of Section Twenty-Seven (27), all in Township Eleven (11) North, Range Nine (9) West of the Sixth Principal Meridian, Hall County, Nebraska, and more particularly described as follows: BEGINNING at the Northeast corner of said East Half of the Northeast Quarter of Section 27 and assuming the East line of said East Half of the Northeast Quarter as bearing S00°13'18"W and all bearings contained herein are relative thereto; Thence S00°13'18"W on the East line of said East Half of the Northeast Quarter a distance of 843.44 feet; Thence S60°58'52"W a distance of 279.57 feet; Thence S83°53'08"W a distance of 156.66 feet; Thence S72°18'21"W a distance of 60.15 feet; Thence S55°43'05"W a distance of 75.02 feet; Thence S89°28'15"W a distance of 388.97 feet; Thence N02°13'13"E a distance of 71.46 feet; Thence S89°54'16"W a distance of 400.43 feet to the West line of said East Half of the Northeast Quarter; Thence N00°29'07"E on said West line of the East Half of the Northeast Quarter a distance of 849.80 feet, to the centerline of the Wood River (formerly known as the North Channel of the Platte River); Thence N16°01'19"E on said centerline of the Wood River a distance of 78.48 feet; Thence N49°43'28"E continuing on said centerline of the Wood River a distance of 91.65 feet; Thence S61°17'13"E continuing on said centerline of the Wood River a distance of 74.97 feet; Thence N70°29'06"E continuing on said centerline of the Wood River a distance of 234.37 feet to the North line of said East Half of the Northeast Quarter of Section 27 and the South line of said East Half of the Southeast Quarter of Section 22; Thence N16°17'07"W a distance of 33.87 feet to a 1/2" iron pipe at the Southwest corner of B & C Subdivision, an addition to the City of Grand Island, Nebraska; Thence N66°26'09"E on the Southerly line of said B & C Subdivision a distance of 982.34 feet to the West right-of-way line of Stuhr Road; Thence S03°31'47"W on said West right-of-way line of Stuhr Road a distance of 80.62 feet; Thence S00°15'16"W continuing on said West right-of-way line a distance of 380.69 feet to said North line of the East Half of the Northeast Quarter of Section 27 and said South line of the East Half of the Southeast Quarter of Section 22; Thence S87°40'25"E on said North line of the East Half of the Northeast Quarter of Section 27 and said South line of the East Half of the Southeast Quarter of Section 22 a distance of 40.03 feet to the Point of Beginning. Containing 35.15 acres, more or less, of which 0.79 acres, more or less, are being dedicated for road right-of-way on the East side.

SURVEYOR'S CERTIFICATE

I hereby certify that on March 30, 2018, I completed an accurate survey, performed under my direct supervision, of FONNER VIEW ESTATES SUBDIVISION, an addition to the City of Grand Island, Hall Count, Nebraska, as shown on the accompanying plat thereof; that the Lots, Blocks, Streets, Avenues, Alleys, Parks, Commons and other grounds as contained in said Subdivision as shown on the accompanying plat thereof, are well and accurately staked off and marked; that iron markers were placed at all corners as shown on the plat; that each Lot bears its own number; and that said survey was made with reference to know and recorded monuments.



Chad Dixon
Chad Dixon, Nebraska Professional Registered Land Surveyor No. 672
Date: 5/30/2018

SHEET 1 OF 2	
PARTY CHIEF:	SURVEY COMPLETED:
BRENT D. CYBORON	MARCH 14, 2018
DRAWN BY:	REVISION
A. D. SON	DATE & REASON
1111 CENTRAL AVENUE	
KEARNEY, NE 68847-6833	
Tel: 308-234-6458	
Fax: 308-234-1146	
www.miller-engineers.com	
F.B.#	
GRAND ISLAND - FONNER VIEW ESTATES	

* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9687

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

WHEREAS, after William H. Barge as owner of the property submitted a plat of Fonner View Estates Subdivision an Addition to the City of Grand Island for approval; and

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

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

Approved as to Form	<input type="checkbox"/>	_____
June 8, 2018	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9687 (Cont.)

WHEREAS, on May 22, 2018 the City Council of the City of Grand Island held a public hearing on such annexation and approved such annexation on first reading and on June 12, 2018 approved such annexation on second reading and on June 26, 2018 approved such annexation on third and final reading.

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

SECTION 1. It is hereby found and determined that:

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

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

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

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

ORDINANCE NO. 9687 (Cont.)

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

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

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

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

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

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

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

ORDINANCE NO. 9687 (Cont.)

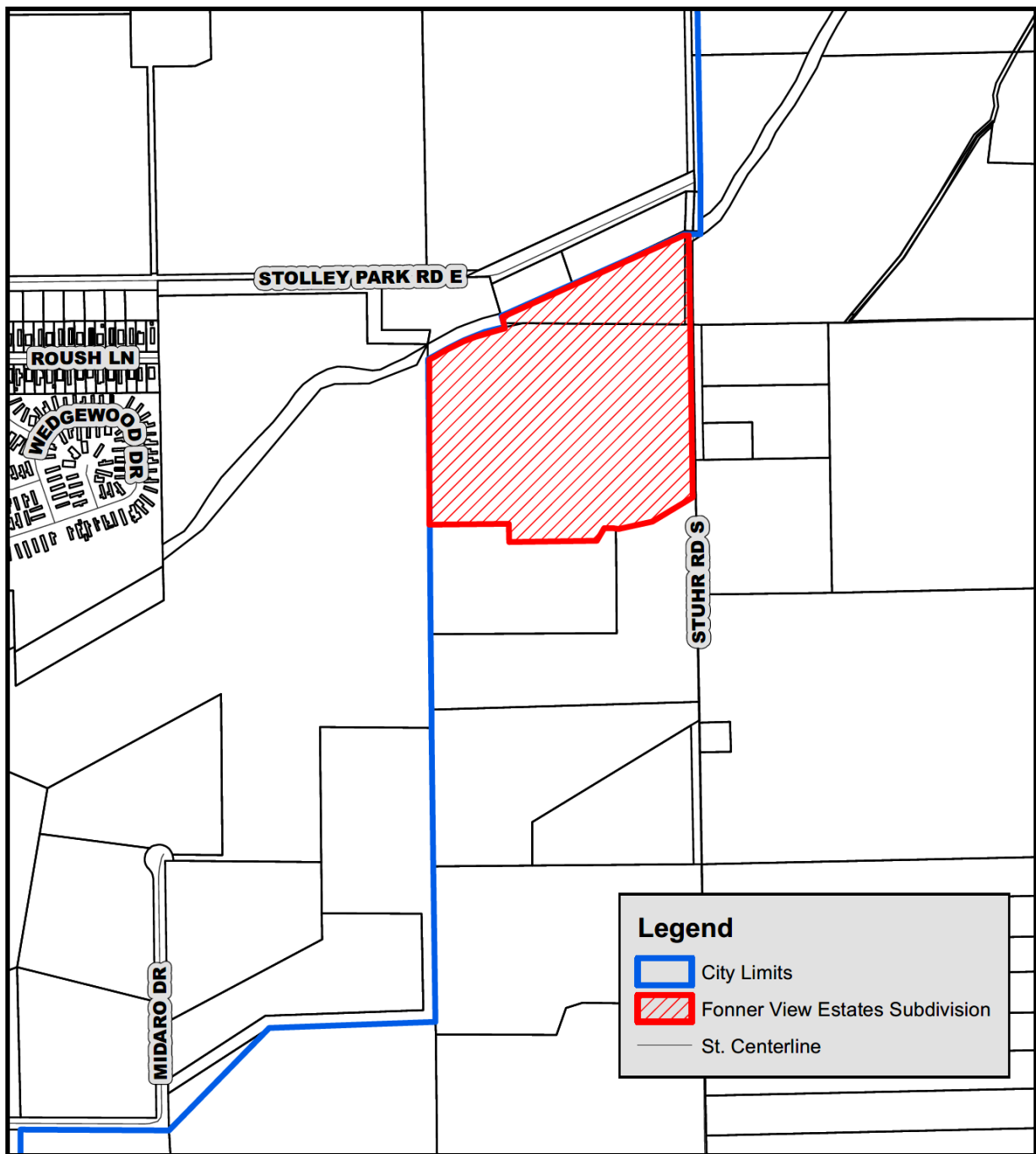
Enacted: June 12, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9687 (Cont.)





City of Grand Island

Tuesday, June 12, 2018

Council Session

Item G-1

Approving Minutes of May 22, 2018 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

May 22, 2018

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 May 22, 2018. Notice of the meeting was given in *The Grand Island Independent* on May 16, 2018.

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, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, Roger Steele and Mike Paulick. Councilmember Julie Hehnke was absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk Pro-Tem Norma Hernandez, Interim Finance Director William Clingman, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

Mayor Jensen introduced Community Youth Council member Seerat Balraj and Kaitlyn Lilly.

INVOCATION was given by Minister Danny Jackel, Stolley Park Church of Christ, 2822 West Stolley Park Road followed by the PLEDGE OF ALLEGIANCE.

PUBLIC HEARINGS:

Public Hearing on Text Amendment to the Grand Island City Code Section 33-12 Streets and Alleys Relative to Street Design Standards. Regional Planning Director Chad Nabity reported that in 2014 the Grand Island City Council adopted revised street standards and typical street cross sections Addendum C to Chapter 33 of the Grand Island City Code. These new standards specifically allowed public street widths narrower than the 37' standard street with restrictions on parking. City staff is recommending removing Appendix C from the Subdivision Regulations and replacing it with the Street Width Matrix to guide developers regarding allowable street widths in various zoning districts along with street parking availability within these districts based on the street width. Staff recommended approval. No public testimony was heard.

Public Hearing on Text Amendment to the Grand Island City Code Section 36-22 Yard Requirements and Section 36-96 Off Street Parking Requirements Relative to Garages with Doors Facing the Street. Regional Planning Director Chad Nabity reported that staff was recommending that the Yard Requirements and Off Street Parking Requirements be amended to specify that residential units with garages facing the street need to have a minimum setback from the garage door to the property line of 25 feet to allow a vehicle to be parked on the driveway without overhanging the public right of way. Staff recommended approval. No public testimony was heard.

Public Hearing on Annexation of Property Located at the Southwest Corner of North Road and 13th Street (Proposed for Platting as Hanover Third Subdivision). Regional Planning Director Chad Nabity reported that Raymond J. O'Connor, Managing Member of The Meadows Apartments LLC as the owner of the property, submitted Hanover Third Subdivision as an

Addition to the City of Grand Island. Staff recommended approval. No public testimony was heard.

Public Hearing on Annexation of Property Located at 2224 South Stuhr Road (Proposed for Platting as Fonner View Estates Subdivision). Regional Planning Director Chad Nabity reported that William H. Barge as the owner of the property, submitted Fonner View Estates Subdivision as an Addition to the City of Grand Island. Staff recommended approval. No public testimony was heard.

Public Hearing on CRA Area #26 Blighted and Substandard Study for 28.42 Acres located South of Capital Avenue West of the Central Nebraska Railroad Line (Fred Hoppe). Regional Planning Director Chad Nabity reported that Fred Hoppe commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 26. The study was prepared by Marvin Planning Associates of David City, Nebraska which included approximately 28.42 acres located south of Capital Avenue and west of the Central Nebraska Railroad line. Staff recommended approval. Keith Marvin from Marvin Planning Associates of David City, Nebraska and Fred Hoppe, owner spoke in support. Virgil Harden representing the Grand Island Public Schools spoke in opposition. No further public testimony was heard.

ORDINANCES:

#9686 - Consideration of Annexation of Property Located at the Southwest Corner of North Road and 13th Street (Proposed for Platting as Hanover Third Subdivision) (First Reading)

This item was related to the aforementioned Public Hearing.

Motion by Paulick, second by Minton to approve Ordinance #9686 on first reading only. Upon roll call vote, all voted aye. Motion adopted.

#9687 - Consideration of Annexation of Property Located at 2224 South Stuhr Road (Proposed for Platting as Fonner View Estates Subdivision) (First Reading)

This item was related to the aforementioned Public Hearing.

Motion by Donaldson, second by Stelk to approve Ordinance #9687 on first reading only. Upon roll call vote, all voted aye. Motion adopted.

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

#9688 - Consideration of Text Amendment to the Grand Island City Code Section 33-12 Streets and Alleys Relative to Streets Design Standards

#9689 - Consideration of Text Amendment to the Grand Island City Code Section 36-22 Yard Requirements and Section 36-96 Off Street Parking Requirements Relative to Garages with Doors Facing the Street

#9690 - Consideration of Amendments to Chapter 24 Article IV and V of the Grand Island City Code Relative to the City Tree Ordinance

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

#9688 - Consideration of Text Amendment to the Grand Island City Code Section 33-12 Streets and Alleys Relative to Streets Design Standards

This item was related to the aforementioned Public Hearing.

Motion by Paulick, second by Donaldson to approve Ordinance #9688.

City Clerk Pro-Tem: Ordinance #9688 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk Pro-Tem: Ordinance #9688 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9688 is declared to be lawfully adopted upon publication as required by law.

#9689 - Consideration of Text Amendment to the Grand Island City Code Section 36-22 Yard Requirements and Section 36-96 Off Street Parking Requirements Relative to Garages with Doors Facing the Street

This item was related to the aforementioned Public Hearing.

Motion by Stelk, second by Fitzke to approve Ordinance #9689.

City Clerk Pro-Tem: Ordinance #9689 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk Pro-Tem: Ordinance #9689 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9689 is declared to be lawfully adopted upon publication as required by law.

#9690 - Consideration of Amendments to Chapter 24 Article IV and V of the Grand Island City Code Relative to the City Tree Ordinance

Parks & Recreation Director Todd McCoy reported that the City Tree Board has reviewed and approved the proposed changes to the City Tree Ordinance.

Motion by Donaldson, second by Paulick to approve Ordinance #9690.

City Clerk Pro-Tem: Ordinance #9690 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk Pro-Tem: Ordinance #9690 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Jensen: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9690 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda items G-8 and G-17 (Resolution #2018-141 and #2018-150) was removed for further discussion. Motion by Minton, second by Fitzke to approve the Consent Agenda excluding items G-8 and G-17. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of May 8, 2018 City Council Regular Meeting.

#2018-135 - Approving Preliminary Plat for Fonner View Estates Subdivision. It was noted that William H. Barge, owner, had submitted the Preliminary Plat for Fonner View Estates Subdivision located south of Stolley Park Road and west of Stuhr Road for the purpose of creating 7 lots on 34.848 acres.

#2018-136 - Approving Final Plat and Subdivision Agreement for Bosselville Fourth Subdivision. It was noted that Bosselman Travel Centers, Inc., owner, had submitted the Final Plat and Subdivision Agreement for Bosselville Fourth Subdivision located south of Wood River Road and west of Bosselman Avenue for the purpose of creating 2 lots on 25.591 acres.

#2018-137 - Approving Final Plat and Subdivision Agreement for Copper Creek Estates Tenth Subdivision. It was noted that Guarantee Group, LLC, owner, had submitted the Final Plat and Subdivision Agreement for Copper Creek Estates Tenth Subdivision located south of Indian Grass Road between Buffalo Grass Street and Brome Grass Street for the purpose of creating 9 lots on 2.08 acres.

#2018-138 - Approving Final Plat and Subdivision Agreement for Fugate Subdivision. It was noted that J. Larry Fugate, owner, had submitted the Final Plat and Subdivision Agreement for Fugate Subdivision located north of State Street and east of Diers Avenue for the purpose of creating 2 lots on 1.44 acres.

#2018-139 - Approving Appointment of Travis Burdett, Assistant Utilities Director as Alternate Representative to Nebraska Municipal Power Pool Members Council.

#2018-140 - Approving an Amendment to the Contract with Sol Systems, LLC for Solar Energy.

#2018-141 - Approving Concurrence of Bid Award to The Diamond Engineering Company for Stolley Park Road Reconfiguration. Public Works Director John Collins reported that the Federal share for the concrete pavement repair portion of the project would be payable at a 90% maximum of the eligible and participating costs, up to but not exceeding the capped amount of \$860,210.65. The project estimate was \$1,820,240.16, consisting of an estimated City share of \$364,215.29; of which \$89,324.37 had been expended to date.

Motion by Nickerson, second by Paulick to approve Resolution #2018-141. Upon roll call vote, all voted aye. Motion adopted.

#2018-142 - Approving Request from Grand Island Area Sports Council for Permission to Use City Streets and State Highway for the 2018 Tri-City Triathlon.

#2018-143 - Approving Memorandum of Agreement with the Grand Island Area Metropolitan Planning Organization Relating to Public Transit Planning.

#2018-144 - Approving Government Services Administration (GSA) Contract Purchase for One (1) Global Positioning System for the Engineering Division of the Public Works Department.

#2018-145 - Approving Bid Award for Sanitary Sewer Manhole Flow Monitoring/Rehabilitation; Project No. 2018-WWTP-2 with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$205,966.99.

#2018-146 - Approving Amendment No. 2 for Engineering Consulting Services Related to Sycamore Street Underpass Rehabilitation with Alfred Benesch & Company of Lincoln, Nebraska in an Amount not to exceed \$214,716.00 and a Revised Contract Amount of \$499,838.00

#2018-147 - Approving Purchase of CUES Televising Equipment for the Collection Crew of the Wastewater Division of the Public Works Department from Municipal Pipe Tool Company, LLC of Hudson, Iowa in an Amount of \$49,036.96.

#2018-148 - Approving Purchase of Webb Road and State Street Traffic Signal Equipment for the Streets Division of the Public Works Department from Mobotrex of Davenport, Iowa in an Amount of \$26,085.00.

#2018-149 - Approving Change No. 2 for Veteran's Athletic Complex Expansion Project with Nemaha Landscape Construction, Inc. from Lincoln, Nebraska for an Increase in the Amount of \$20,915.93 and a Revised Contract Amount of \$5,620,170.93.

#2018-150 - Approving Proposal for Lions Club Park Playground Structure with Crouch Recreation of Omaha, Nebraska in an Amount of \$150,000.00. Parks and Recreation Director Todd McCoy reported that Lions Park was identified as an area of need for updating and qualified for Community Development Block Grant (CDBG) support. The existing playground equipment at Lions Park was outdated and not handicap accessible. The plan was to utilize CDBG funding to replace the existing playground with new ADA accessible equipment and safety surfacing.

Motion by Nickerson, second by Donaldson to approve Resolution #2018-150. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTION:

#2018-151 - Consideration of Approving CRA Area #26 Blighted and Substandard Study for 28.42 Acres located South of Capital Avenue West of the Central Nebraska Railroad Line (Fred Hoppe). This item was related to the aforementioned Public Hearing. Virgil Harden representing Grand Island Public Schools spoke regarding the taxes the school system received from the State of Nebraska. They were receiving fewer taxes than they did eight years ago. Fred Hoppe explained why he needed TIF for this project when Habitat for Humanity next door didn't. He stated Habitat for Humanity was a non-profit with donations and volunteer work for their building project.

Motion by Paulick, second by Minton to approve Resolution #2018-151. Upon roll call vote, Councilmembers Paulick, Minton, Fitzke, Donaldson, Jones, Stelk, and Nickerson voted aye. Councilmember Haase voted no. Councilmember Steele abstained. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Fitzke to approve the payment of claims for the period of May 9, 2018 through May 22, 2018 for a total amount of \$5,273,532.02. Upon roll call vote, Councilmembers Minton, Steele, Fitzke, Donaldson, Haase, Jones, Stelk, and Nickerson voted aye. Councilmember Paulick abstained. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:16 p.m.

Norma Hernandez
City Clerk Pro Tem



City of Grand Island

Tuesday, June 12, 2018

Council Session

Item G-2

Approving Re-Appointments of Ed Meedel and Kelli Arens and Appointments of Maria Marquez de Lopez and Benjamin Boeselager to the Library Board

Mayor Jensen has submitted the re-appointments of Ed Meedel and Kelli Arens and the new appointments of Maria Marquez de Lopez and Benjamin Boeselager to the Library Board to replace Alan Lepler and Becky Rosenlund. The appointments would become effective July 1, 2018 upon approval by the City Council and would expire on June 30, 2022.

Staff Contact: Mayor Jeremy Jensen



City of Grand Island

Tuesday, June 12, 2018

Council Session

Item G-3

#2018-152 - Approving Request from Conoco C Store, LLC dba Conoco C Store, 2105 West 2nd Street for a Class “D” Liquor License and Liquor Manager Designation for Lenny Everson, 701 Turtle Beach, Marquette, Nebraska

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

Staff Contact: RaNae Edwards

RESOLUTION 2018-152

WHEREAS, an application was filed by Conoco C Store, LLC. doing business as Conoco C Store, 2105 West 2nd Street for a Class "D" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on June 2, 2018; such publication cost being \$19.48; and

WHEREAS, a public hearing was held on June 12, 2018 for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

_____ The City of Grand Island hereby recommends approval of Lenny Everson, 701 Turtle Beach, Marquette, Nebraska as liquor manager of such business contingent upon completion of a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 8, 2018	☐ City Attorney



City of Grand Island

Tuesday, June 12, 2018

Council Session

Item G-4

#2018-153 - Approving Request from MJR, Inc. dba Bandits, 1016 N. Diers Avenue, Suite 118 for a Catering Designation to their Class “C-94736” Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2018-153

WHEREAS, an application was filed by MJR, Inc., doing business as Bandits, 1016 N. Diers Avenue, Suite 118 for a Catering Designation to their Class "C-94736" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on June 2, 2018; such publication cost being \$18.49; and

WHEREAS, a public hearing was held on June 12, 2018 for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 8, 2018	☐ City Attorney



City of Grand Island

Tuesday, June 12, 2018

Council Session

Item G-5

#2018-154 - Approving Acquisition of Utility Easement - 321 Stagecoach Road - Ricardo Appel

This item relates to the aforementioned Public Hearing item E-4.

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2018-154

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

WHEREAS, a public hearing was held on June 12, 2018, for the purpose of discussing the proposed acquisition of utility easement located through a part of Lot One (1), American Legion Addition to the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

The northerly ten (10.0) feet of the easterly ten (10.0) feet of the westerly ninety nine (99.0) feet of Lot One (1), American Legion Addition to the City of Grand Island, Hall County, Nebraska.

The above-described easement and right-of-way containing 100.0 square feet more or less, as shown on the plat dated 4/20/2018, marked Exhibit "A", attached hereto and incorporated herein by reference.

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

- - -

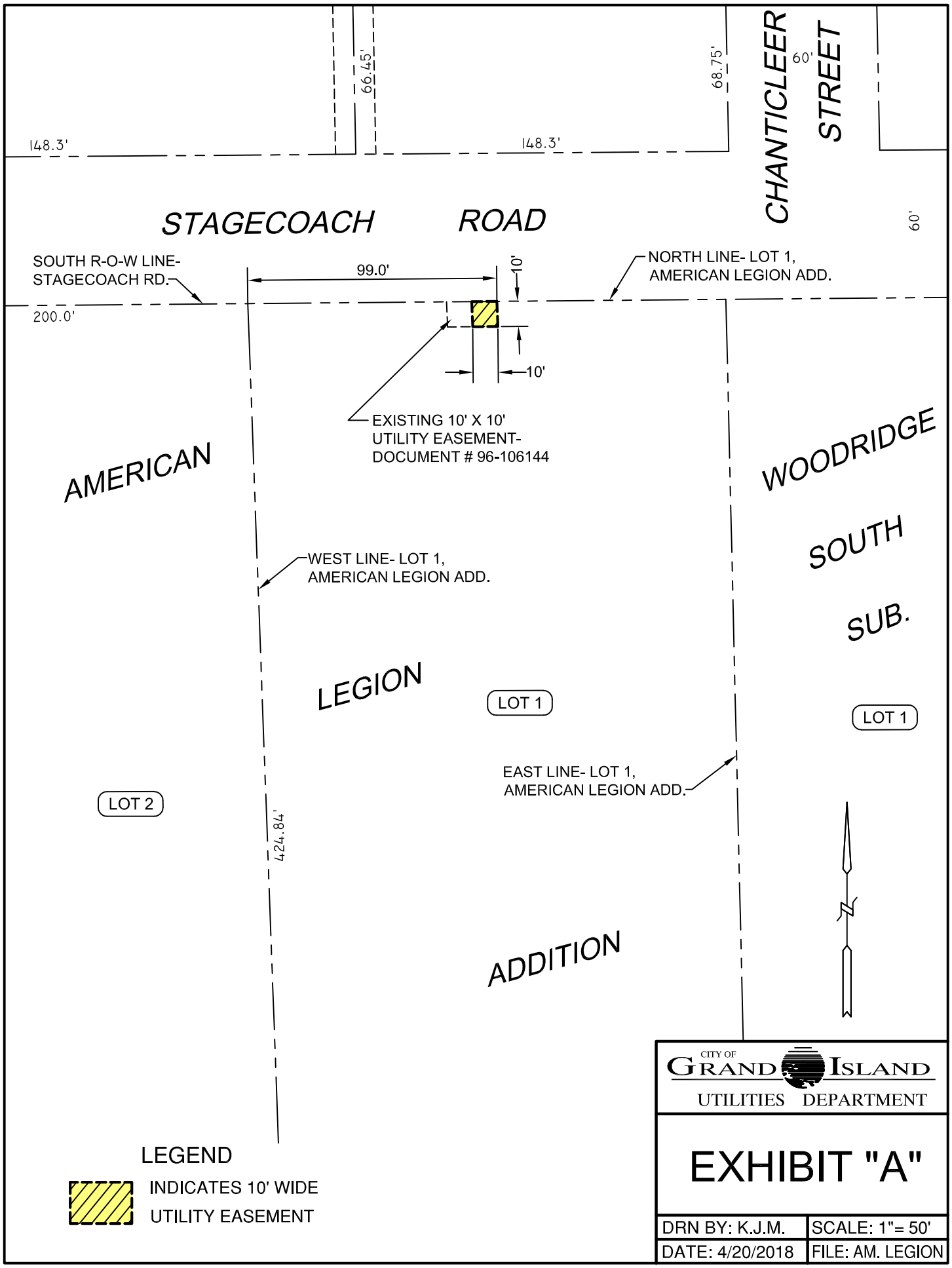
Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 8, 2018	☐ City Attorney





City of Grand Island

Tuesday, June 12, 2018

Council Session

Item G-6

#2018-155 - Approving Reassignment of Public Utility Easements from Southern Public Power District to the City of Grand Island, Utilities Department

This item relates to the aforementioned Public Hearing item E-5.

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2018-155

WHEREAS, the Southern Public Power District (SPPD) is transferring and assigning a public utility easement to the City of Grand Island to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including lines and transformers; and;

WHEREAS, a public hearing was held on June 12, 2018, for the purpose of discussing the proposed reassignment of the public utility easement located through a part of Section Eight (8), Township Ten (10) North, Range Nine (9) West of the 6th PM, Hall County, Nebraska; and more particularly described as follows:

Original Grantor	Legal Description	Recorded At:	Date of Recording
Emil Stelk and Bertha Stelk, husband and wife	The Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼), Section Eight (8), Township Ten (10) North, Range Nine (9) West of the P.M., Hall County, Nebraska	Book 1 Misc. Page 461	July 8, 1954
John C. Hann	The Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) and the Southwest Quarter of the Northwest Quarter (SW ¼ NW ¼), Section Eight (8), Township Ten (10) North, Range Nine (9) West of the 6 th P.M., Hall County, Nebraska	Unrecorded Easement	Document dated August 26, 1913
Emil Hann and Amanda Hann, husband and wife	The Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼), Section Eight (8), Township Ten (10) North, Range Nine (9) West of the 6 th P.M., Hall County, Nebraska	Book 1 Misc. Page 463	July 8, 1954
Hulda Clausen, a widow	The Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼) and the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), Section Eight (8), Township Ten (10) North, Range Nine (9) West of the 6 th P.M., Hall County, Nebraska	Book 1 Misc. Page 465	July 8, 1954
Juergen Clausen and Anna Clausen, husband and wife	The Northeast Quarter of the Southwest Quarter (NE ¼ SW ¼) and the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), Section Eight (8) and the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) and the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼), Section Seventeen (17), all in Township Ten (10) North, Range Nine (9) West of the 6 th P.M., Hall County Nebraska	Unrecorded easement	Documented dated August 16, 1915

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to accept reassignment of a public utility easement from Southern Public Power District, on the above-described tracts of land.

Approved as to Form ☐ _____
June 8, 2018 ☐ City Attorney

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk





City of Grand Island

Tuesday, June 12, 2018

Council Session

Item G-7

**#2018-156 - Approving Gallagher Benefit Services, Inc. as the
Group Plan Benefits Consultant**

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: June 12, 2018

Subject: Consideration of Approving Gallagher Benefit Services, Inc. as the Group Plan Benefits Consultant

Presenter(s): Aaron Schmid, Human Resources Director

Background

The City of Grand Island utilizes a benefits consulting service to assist with the administration of our group plan employee benefits. On March 28, 2018, the City advertised an RFQ for a Group Plan Benefits Consultant. On April 25, 2018, the RFQ closed and three consultants submitted proposals. Staff from Human Resources, Finance and City Administration reviewed the proposals.

Discussion

The City of Grand Island has utilized our current benefits consultant for over ten years. Since this service has not been formally evaluated for some time, an RFQ was issued for consulting services. The three proposals received all offered similar levels of service and qualifications. The main differentiating factor was the cost of services. Gallagher Benefit Services, Inc. of Aurora, Nebraska formerly known as Strong, has agreed to offer services for year one at \$25,000, year two at \$27,500 and year three at \$30,000. Gallagher Benefit Services, Inc. has historically provided the City with responsive service, quality consultation and has assisted us with maintaining a sustainable health plan. The effective date of the agreement would be July 1, 2018.

Alternatives

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

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

Recommendation

City Administration recommends that the City Council approve the resolution to establish Gallagher Benefit Services, Inc. as the group plan benefits consultant.

Sample Motion

Move to approve the resolution to establish Gallagher Benefit Services, Inc. of Aurora, Nebraska as the group plan benefits consultant for year one at \$25,000, year two at \$27,500 and year three at \$30,000.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS
FOR
GROUP PLAN BENEFIT CONSULTANT**

RFP DUE DATE: April 25, 2018 at 4:00 p.m.

DEPARTMENT: Human Resources

PUBLICATION DATE: March 28, 2018

NO. POTENTIAL BIDDERS: 4

SUMMARY OF PROPOSALS RECEIVED

Gallagher
Aurora, NE

Gary Thompson Agency
Grand Island, NE

SilverStone Group
Omaha, NE

cc: Arron Schmid, Human Resources Director
Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

Tami Herald, HR Risk Mngt/Benefits Coor.
William Clingman, Interim Finance Director

P2044

CONSULTING AGREEMENT

This Consulting Agreement (this “Agreement”) is made by and between Gallagher Benefit Services, Inc., (“Gallagher”) and City of Grand Island (the “Client”).

The Client wishes to enter into a consulting relationship with Gallagher on the terms and conditions set forth in this Agreement, and Gallagher is willing to accept such a consulting relationship. In consideration of and in reliance upon the terms and conditions contained in this Agreement, the Client and Gallagher agree as follows:

1. Engagement of Services

The Client engages Gallagher as a professional consultant to provide the consulting and/or brokerage services as more fully described in Exhibit A attached to this Agreement and incorporated herein. During the time that Gallagher is performing services for the Client under this Agreement, and for all purposes outlined in this document, Gallagher’s status will be that of an independent contractor of the Client.

2. Term and Termination

The Effective Date of this Agreement is TBD. The term of Gallagher’s engagement under this Agreement (the “Consulting Period”) will begin as of the Effective Date and will remain in effect for one (1) year from the Effective Date. **The Consulting Period will be automatically extended for an additional year on each anniversary of the Effective Date.** Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period (including any renewed Consulting Period), Client shall be responsible for compensating Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement.

3. Compensation

As compensation for its services under this Agreement, Gallagher will receive carrier commissions and/or direct fee owed by the Client, as set forth in the Compensation Disclosure Statement attached hereto as Exhibit B. Additional information regarding Gallagher compensation can also be found in Exhibit B. Gallagher shall disclose the amount of commissions payable to it by each insurance company at the time it presents rates to Client. The Client is responsible for payment of Gallagher’s fees (if applicable) within thirty (30) days of invoice receipt. If any amount is not paid in full when due without a good faith basis to withhold, that nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement.

4. Performance and Scope

(a) Representations and Warranties. Each party represents, warrants and covenants to the other that: (i) it has full power and authority to make, execute, deliver and perform its obligations under this Agreement; (ii) the performance of its obligations pursuant to this Agreement shall be in accordance with all applicable laws; (iii) this Agreement has been duly executed and delivered by an authorized representative of such party and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (iv) there are no other agreements presently in force which would encumber or prevent either party’s compliance with any terms of this Agreement.

(b) Standard of Care. Gallagher will perform its duties, responsibilities and obligations with the care, skill, prudence and diligence that a prudent employee benefits consultant or insurance broker acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims under the circumstances then prevailing. As appropriate, Gallagher will coordinate fiduciary review services and other related duties with the plan's claims administrator and/or insurance carrier(s). However, Gallagher generally does not accept any fiduciary duties or obligations with respect to a plan given that these are typically performed by the plan's claims administrator or insurance carriers.

(c) Reliance. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by the Client.

(d) No Practice of Law. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute the unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

(e) Subcontractors. Gallagher may cause another person or entity, as a subcontractor of Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(f) Conflict of Interest. Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(g) Acknowledgements. In connection with Gallagher's services under this Agreement, Client agrees that:

(i) Although Gallagher will apply its professional judgment to access those insurance companies it believes are best suited to insure the Client's risks, there can be no assurance that the insurance companies Gallagher has accessed are the only or are the best suited ones to insure the Client's risks. The final decision to choose any insurance company has been made by the Client in its sole and absolute discretion. The Client understands and agrees that Gallagher does not take risk, and that Gallagher does not guarantee the financial solvency or security of any insurance company.

(ii) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and the Client expressly waives any claims alleging any such conflict of interest.

(iii) The compensation payable to Gallagher is solely for the services set forth under this Agreement, as detailed in Exhibit A. Any additional administrative, claims representative or other services (collectively, "Additional Services") will be governed by the terms of a separate agreement covering the Additional Services.

5. Confidentiality

(a) Client Information. Gallagher recognizes that certain confidential information may be furnished by the Client to Gallagher in connection with its services pursuant to this Agreement (“Confidential Information”). Gallagher agrees that it will disclose Confidential Information only to those who, in Gallagher’s reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of Gallagher prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by Gallagher, or (iii) is or can be independently acquired or developed by Gallagher without violating any of its obligations under this Agreement. However, disclosure by Gallagher of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement. Unless prohibited by law, Gallagher shall provide Client with any such subpoena or order and an opportunity to object prior to disclosure. Furthermore, Gallagher will limit disclosure to that information required to be disclosed under the terms of the subpoena or order and will reasonably cooperate with Client (at Client’s expense) to limit such disclosure.

(b) HIPAA Privacy. Gallagher and the Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. When required, the Client, as a representative of the health plans and Gallagher will enter into a separate Business Associate Agreement.

(c) Use of Names; Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent. Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party’s prior consent.

(d) Aggregated Data. Gallagher shall own any non-identifying, aggregated and statistical data that might be derived from providing services to Client (the “Aggregated Data”). Nothing herein shall be construed as prohibiting Gallagher from utilizing the Aggregated Data for purposes of operating Gallagher’s business. Gallagher shall not: (i) disclose to any third party any Aggregated Data that reveals Client’s identity or its Confidential Information; or (ii) reveal the identity, whether directly or indirectly, of any individual whose specific data might be used by Gallagher on behalf of Client.

6. Indemnification Rights and Limitation of Liability

(a) Indemnification. Each party (“Indemnifying Party”) will promptly defend, indemnify and hold the other party (“Indemnified Party”) harmless from and against any and all claims, suits, actions, liabilities, losses, expenses or damages which the Indemnified Party may incur as a result of any violation by the Indemnifying Party of any law, or any loss or expense to the Indemnified Party caused by the misrepresentation, negligent act or omission, or any breach of any of the Indemnifying Party’s obligations under this Agreement.

(b) Limitation of Liability. Notwithstanding any other term or provision of this Agreement, each party shall only be liable for actual damages incurred by the other party, and shall not be liable for any indirect, consequential or punitive damages. Furthermore, unless otherwise noted in Exhibit A, the aggregate liability under this Agreement, if any, of either party to the other for claimed losses or damages shall not exceed \$20,000,000. This provision applies to the fullest extent permitted by applicable law.

7. *Notices*

Any notices, requests or other communications pursuant to this Agreement will be addressed to the party at its address listed below. Such notices will be deemed to have been duly given, (i) if delivered in person or by courier, upon delivery; (ii) if sent by an overnight service with tracking capabilities, upon receipt; (iii) if sent by registered or certified mail, postage prepaid, within five (5) days of deposit in the mail; or (iv) if sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the applicable method of transmittal.

If to the Client: City of Grand Island, Nebraska
Attention:
100 E 1st St
Grand Island, NE 68801

If to Gallagher: Gallagher Benefit Services, Inc.
Attention: Leah Vetter, Area President
10500 Regency Circle, Suite 300
Omaha, NE 68114

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

8. *Miscellaneous*

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such enforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. Except for changes in carriers and/or lines of coverage noted in Exhibit B, which may occur upon unilateral approval of the Client, this Agreement may be modified or amended only by a written instrument executed by both parties. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(c) Waiver. No covenant, term or condition or the breach thereof will be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver by either party hereto of any provision of this Agreement shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present or future.

(d) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of Nebraska without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

(f) Survival of Provisions. Sections 5 and 6 will survive the termination of this Agreement.

**[The remainder of this page intentionally left blank.
The parties' signatures appear on the following page.]**

IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

The City of Grand Island

By: _____

Name: _____

Title: _____

Date: _____

GALLAGHER BENEFIT SERVICES, INC.

By: _____

Name: _____

Leah Vetter

Title: _____

Area President

Date: _____

EXHIBIT A SCOPE OF SERVICES

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, Gallagher will provide the following Services to Client on an “as needed” basis:

RENEWAL ANALYSIS:

- Review and evaluate carrier projections
- Prepare “shadow” renewal projection
- Create financial modeling reports using proprietary Apex software
- Coordinate carrier negotiations
- Create employee contribution modeling reports
- Review identified benchmarks of projected plan costs
- Develop “working” rates for Client analysis and approval
- Assist with budget projections
- Provide renewal alternatives with cost impact of benefit plan changes

PERIODIC PLAN FINANCIAL REPORTS: (FREQUENCY TO BE MUTUALLY AGREED UPON)

- Summary of plan costs
- Analysis of actual vs. budget
- Employee contributions
- Large claims tracking
- Identification of costs for specific line of coverage
- Comparison of plan costs to aggregate stop-loss projections, if applicable
- Utilization review
- Comparison to prior claim period
- Plan trends

ANNUAL FINANCIAL REPORTS (END OF YEAR ACCOUNTING):

- Executive summary of program expenses
- Comparison of current costs to renewal costs
- Incurred But Not Reported (IBNR) claims analysis
- Overview of specific Stop-loss projections
- Future plan costs projections
- Dollars saved by contract negotiation
- Percent of benefit dollars paid by employee
- Claims by size
- Physician visit details
- Benefits paid by type of service
- Plan funding/budget comparison
- Fixed expense comparison

CARRIER MARKETING AND NEGOTIATIONS, AS DIRECTED BY CLIENT:

- Work with Client to develop a strategy to identify goals, analyze program costs and review both current and alternative funding arrangements
- Manage the renewal process with the current carrier to control costs
- Implement carrier renewal strategies with Client
- Develop timeline covering every aspect from RFP preparation to the delivery of employee communications
- Provide analysis of employee disruption report and preparation of geo-access report
- Provide analysis of discounts offered by various carriers by using CPT codes and carrier pricing data

- Manage RFP development that tailors the RFP to the desires, needs and financial directions provided by Client
- Explore alternative funding solutions
- Evaluate vendor responses to track variations in coverage and costs as they are identified
- Conduct finalist interviews to investigate and document intangibles such as personalities, service orientation and responsiveness
- Draft renewal analysis report, based on renewal negotiation, covers program and claims cost projections as well as complete information on benefit designs
- Facilitate decision process by coordinating close collaboration and discussions among the Gallagher team and Client

LEGISLATIVE AND CORPORATE COMPLIANCE SUPPORT:

- Provide legislative updates, including Technical Bulletins and Directions newsletters
- Evaluate plan design to assist with compliance with state and federal regulations
- Review benefit plan documents, including summary plan descriptions, contracts, employee summaries, and policies/procedures
- Conduct periodic seminars on regulatory issues
- Assist with the review and evaluation of COBRA and HIPAA compliance procedures
- Provide general information and guidance to assist with compliance with ERISA, FMLA, USERRA, Medicare Part D and other Federal legislation that directly affects the administration of plan benefits
- Provide template or sample compliance notices, certificates of creditable coverage and enrollment forms as reasonably requested by Client

DAY TO DAY ADMINISTRATIVE ASSISTANCE

EMPLOYEE EDUCATION PROGRAMS:

- Facilitate focus groups
- Monthly benefit communication directed to employees
- Educational meetings on coverage and trends

COMMUNICATION MATERIALS:

- Assist with the drafting and distribution of participant Satisfaction Surveys
- Assist with the drafting and distribution of Open Enrollment-New Member Orientation summary information and any other communications pertaining to the health and welfare program
- Provide annual open enrollment guidance and employee meeting materials
- Assist with marketing and oversight of Customized Enrollment Materials (if elected)
- Assist with participant wellness initiatives, as directed by Client

BENEFIT ADMINISTRATION ASSESSMENT:

- Periodic evaluation of internal plan enrollment and benefit termination processes
- Review, coordinate and implement Client agreed upon plan “best practices” to help limit plan liability and increase participant satisfaction
- Help identify opportunities for streamlining and improving administration procedures

MERGER AND ACQUISITION:

- Project claim liability and cost implications of active employee health & welfare benefits plan integration or consolidation, as requested by Client
- Provide coverage comparison analysis and recommendations as to plan design, carrier selections and funding mechanisms
- Provide disruption analysis reports
- Assist with employee meetings to introduce integrated program(s) or plan changes

MARKET BENCHMARKING STUDIES:

- Local Area Surveys
- Industry Surveys

BENEFIT PLAN DESIGN (OR REDESIGN):

- Help Client identify business and HR objectives that impact benefits
- Review with Client possible benefit strategies to meet their objectives
- Help Client evaluate/review current scope of benefits package – e.g., types & levels of coverage
- Work with Client to develop funding and contribution strategies
- Assist with budget projections for design alternatives

EXHIBIT B COMPENSATION DISCLOSURE STATEMENT

Line of Coverage/Service	Insurance Company	Commission ¹ / Supplemental Compensation ²	Third Party Compensation	Direct Client Fees ³	Effective Date
Consulting Services	n/a	n/a	n/a	\$	mo/dy/year

If needed insert additional supp comp information in this row – if extra space is not needed then delete this statement

It should also be noted that:

- Gallagher is not an affiliate of the insurer or vendor whose contract is recommended. This means the insurer or vendor whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of Gallagher.
- Gallagher's ability to recommend other insurance contracts or vendors is not limited by an agreement with any insurance carrier or vendor and Gallagher is effecting the transaction for applicable plan(s) in the ordinary course of Gallagher business. Thus, pertinent transaction(s) are at least as favorable to the applicable plan(s) as an arm's length transaction with an unrelated party.
- Gallagher is not a trustee of the plan(s) and is neither the Plan Administrator of the plan(s), a Named Fiduciary of the plan(s), nor an employer which has employees in the plan(s).

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher's and Gallagher affiliates' income before purchasing an insurance product and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24⁴, which protects both Client and Gallagher⁵. Disclosure must be made to an independent plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit www.ajg.com/compensation. In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to Compensation_Complaints@ajg.com.

¹ Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan.

² Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commissions.

³ Direct Fees include compensation to Gallagher paid for directly by the plan sponsor/Client.

⁴ Which allows an exemption from a prohibited transaction under Section 408(a) of the **Employee Retirement Income Security Act of 1974 (ERISA)**.

⁵ In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.

RESOLUTION 2018-156

WHEREAS, a Request for Proposals (RFP) for Group Plan Benefits Consultant was advertised in April of 2018; and

WHEREAS, the RFP closed on April 25, 2018; and

WHEREAS, proposals that were received were reviewed; and

WHEREAS, Gallagher Benefit Services, Inc. of Aurora, Nebraska was selected to provide consultant services for \$25,000 for year one, \$27,500 for year two and \$30,000 for year three.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with Gallagher Benefit Services, Inc. of Aurora, Nebraska for Group Plan Benefits consulting services is approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2018

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 8, 2018	▣ City Attorney



City of Grand Island

Tuesday, June 12, 2018

Council Session

Item G-8

#2018-157 - Approving Easement Granted by The Evangelical Lutheran Good Samaritan Society to Indianhead Golf Club

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Attorney

Meeting: June 12, 2018

Subject: Resolution Approving Terminable Easement Granted by The Evangelical Lutheran Good Samaritan Society to Indianhead Golf Club.

Presenter(s): Jerry Janulewicz, City Attorney

Background

The Evangelical Lutheran Good Samaritan Society, a North Dakota non-profit corporation, (“Good Samaritan”) conveyed to Indianhead Golf Club, L.L.C., a Nebraska limited liability company, (“Indianhead”) a terminable easement permitting the installation of an underground waterline across land of Good Samaritan to serve a portion of the golf course owned and operated by Indianhead. Under current City Codes, water service lines are not permitted to cross one property to serve another unless the waterline is installed within an approved easement area.

Discussion

To comply with the City’s municipal code and building codes, the above-mentioned waterline must be located within a city utility easement or an easement approved by the City. The terminable easement granted by Good Samaritan to Indianhead provides for notice to City and disconnection of the waterline if the easement is terminated or use of the waterline is abandoned. Indianhead is requesting City’s approval of the above-mentioned easement incorporating terms as described above. The easement was reviewed and approved by the City’s Building, Utilities and Legal Departments. A public hearing is not required because the easement does not convey an interest in real estate to the City.

Conclusion

City staff recommend the easement be approved, which will allow for connection of the waterline to the City’s water main.

Sample Motion

Move to approve the easement by Good Samaritan Society to Indianhead Golf Club.

Return to: Brandon S. Connick
Leininger, Smith, Johnson,
Baack, Placzek & Allen
104 N Wheeler
Grand Island, NE 68801

EASEMENT

THE EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY, a North Dakota non-profit corporation, herein called the Grantor, in consideration of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants and conveys unto INDIANHEAD GOLF CLUB, L.L.C., a Nebraska limited liability company, its successors and assigns, herein collectively called the Grantee, an easement to construct, operate, maintain, extend, repair, replace, and remove a water line underneath and through the following tract of land:

A Twenty (20.00) foot wide strip of land located in a part of Lot Three (3), Block One (1), Good Samaritan Subdivision, in the City of Grand Island, Hall County, Nebraska, the centerline of which is more particularly described as follows:

beginning at the northwest corner of said Lot Three (3), thence running southerly on the westerly line of said Lot Three (3), a distance of One Hundred Seventy Six and Fifty Nine Hundredths (176.59) feet, to the ACTUAL Point of Beginning; thence deflecting left 89° 53' 46" from the last described course and running easterly a distance of One Hundred Seventy Nine and Sixty Nine Hundredths (179.69) feet to the point of Termination, said tract containing (3593.8 Sq. Ft.) 0.025 acres more or less,

herein called the Easement Area, together with the following rights, namely, unrestricted ingress and egress under, over, and across the Easement Area for the purpose of exercising the rights herein granted, to excavate and refill ditches and trenches, and the right to clear and keep clear of trees, roots, brush, hedges, undergrowth, and other obstructions from the surface of the Easement Area interfering with the location, construction, inspection, repair, replacement, removal, and maintenance of such water line. Upon the completion of any construction, inspection, repair, replacement, removal, or maintenance of the water line by Grantee, Grantee shall place the Easement Area in the same condition that it was in just prior to such construction, inspection, repair, replacement, removal, or maintenance of the water line by Grantee. Grantee


shall indemnify and hold Grantor, its successors and assigns, harmless from any liability in respect to the injury of any person or damage to any property that is attributable to Grantee's use of the Easement Area. Any water line and appurtenances placed upon, over, under, and through the Easement Area shall remain the property of the Grantee and may be removed or replaced at any time by the Grantee.

The Grantee's right to use the Easement Area shall continue until the Grantor or the Grantor's successors and assigns elect to build a permanent structure on the Easement Area. In the event Grantor or Grantor's successors and assigns elect to build a permanent structure on the Easement Area, Grantor or Grantor's successors and assigns, as the case may be, shall provide written notice via certified mail, return receipt requested, to Grantee at 4100 W. Husker Hwy., Grand Island, Nebraska 68803 (or such other address as directed by the Grantee upon the filing of a written notice of change of address with the Office of the Hall County, Nebraska Register of Deeds for indexing against the Easement Area) and to the Building Department, City of Grand Island, 100 East First Street, Grand Island, Nebraska 68801 of their intent to build a permanent structure on the Easement Area and the Grantee's right to use the Easement Area shall terminate six (6) months after the Grantee's receipt of such notice, as evidenced by the certified mail return receipt. Such notice shall also be filed by the Grantor with the Office of the Hall County, Nebraska Register of Deeds for indexing against the Easement Area.

The City of Grand Island ("City") and Grantor and Grantee individually and jointly covenant and agree that City water service to the above-mentioned water line shall cease and the water line shall be disconnected from City's water service main line upon termination of this easement as provided above or upon non-use of the water pipe for a continuous period of twelve (12) months or more.

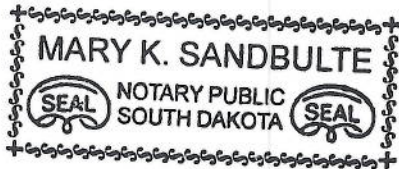
This Easement replaces that certain Easement dated October 13, 2017 and recorded on October 18, 2017 as Instrument Number 201707092 in the office of the Register of Deeds, Hall County, Nebraska.

THE EVANGELICAL LUTHERAN
GOOD SAMARITAN SOCIETY, a North
Dakota non-profit corporation

By: 
Print Name: Thomas A. Sykerson
Print Title: EVP/COO

STATE OF South Dakota)
) ss:
COUNTY OF Minnehaha

The foregoing Utilities Easement Agreement was acknowledged before me this 22nd day of May, 2018 by Thomas A. Sylverson, EVP/COO of The Evangelical Lutheran Good Samaritan Society, a North Dakota non-profit corporation, on behalf of said Corporation.



Mary K Sandbulte
Notary Public my commission expires: 2-17-2020
INDIANHEAD COLF CLUB, L.L.C.
a Nebraska limited liability company,

By: JH Holdings, Inc. a Nebraska Corporation, Sole Member

By: Jack R. Henry
Jack R. Henry, President

STATE OF Nebraska)
) ss:
COUNTY OF Hall

The foregoing Utilities Easement Agreement was acknowledged before me this 29 day of May, 2018 by Jack R. Henry, President of JH Holdings, Inc., a Nebraska corporation, on behalf of said Corporation.



Brandon S. Connick
Notary Public

CITY OF GRAND ISLAND, NEBRASKA
a Municipal corporation

By: _____
Jeremy L. Jensen, Mayor

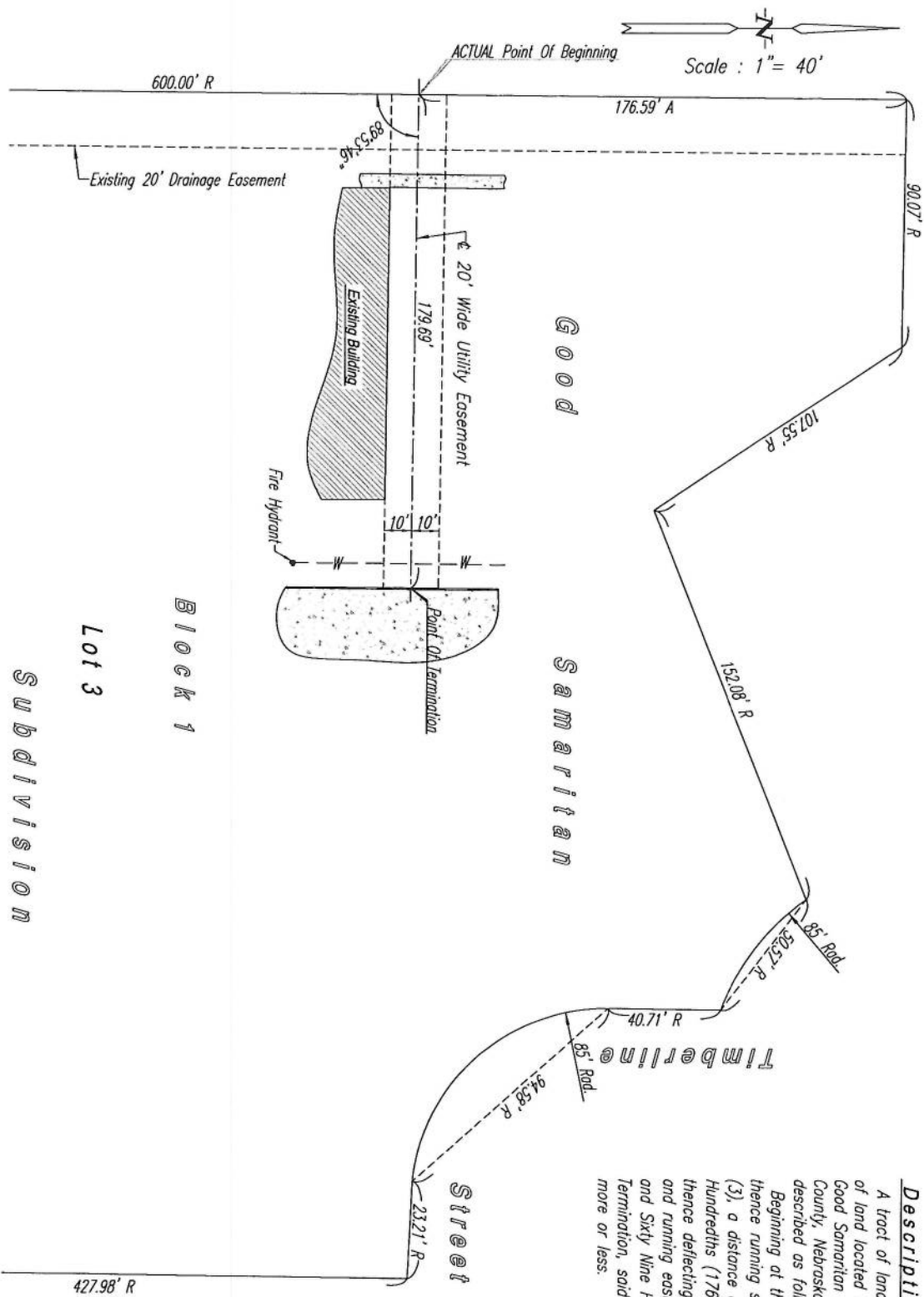
Attest: _____
RaNae Edwards, City Clerk

STATE OF)
COUNTY OF) ss:

The foregoing Utilities Easement Agreement was acknowledged before me this ____ day of _____, 2018 by Jeremy L. Jensen, Mayor and RaNae Edwards, City Clerk of City of Grand Island, Nebraska, a Municipal corporation, on behalf of said Corporation.

Notary Public

2466-15-693182



Description (20' Easement)

A tract of land consisting of a Twenty (20.00) foot wide strip of land located in a part of Lot Three (3), Block One (1), Good Samaritan Subdivision, in the City of Grand Island, Hall County, Nebraska, the centerline of which is more particularly described as follows:

Beginning at the northwest corner of said Lot Three (3), thence running southerly on the westerly line of said Lot Three (3), a distance of One Hundred Seventy Six and Fifty Nine Hundredths (176.59) feet, to the ACTUAL Point of Beginning; thence deflecting left 89°53'46" from the last described course and running easterly a distance of One Hundred Seventy Nine and Sixty Nine Hundredths (179.69) feet to the point of Termination, said tract containing (3593.8 Sq. Ft.) 0.025 acres more or less.

Date : September 14, 2017, Revised October 30, 2017

20' Utility Easement

Lot 3, Block 1, Good Samaritan Subdivision
In The City Of Grand Island, Nebraska



2810 NORTH WEBB ROAD, GRAND ISLAND, NEBRASKA 68802, P.O. BOX 548
E-MAIL: surveyor@mcneill.net PHONE (308) 382-1472 FAX (308) 382-1423

Sheet No. 1 Of 1

RESOLUTION 2018-157

WHEREAS, Evangelical Lutheran Good Samaritan Society, a North Dakota non-profit corporation, ("Good Samaritan") conveyed to Indianhead Golf Club, L.L.C., a Nebraska limited liability company, ("Indianhead") a terminable easement permitting the installation of an underground waterline across land of Good Samaritan to serve a portion of the golf course owned and operated by Indianhead; and

WHEREAS, to comply with the municipal code and building codes adopted and approved by the City of Grand Island ("City), said easement must require notice to City and disconnection of the afore-described waterline in the event either the easement is terminated by Good Samaritan or the use of the waterline is abandoned; and

WHEREAS, Indianhead is requesting City's approval of the above-mentioned easement incorporating terms as described above.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the terminable easement executed on behalf of Good Samaritan and Indianhead on May 22, 2018 and May 29, 2018, respectively, be approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 8, 2018	▣ City Attorney



City of Grand Island

Tuesday, June 12, 2018

Council Session

Item G-9

#2018-158 - Approving Unified Planning Work Program (UPWP) for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2019 Fiscal Year Transportation Planning Program

Staff Contact: John Collins, PE - Public Works Director

Council Agenda Memo

From: Allan Zafft AICP, MPO Program Manager

Meeting: June 12, 2018

Subject: Approving Unified Planning Work Program (UPWP) for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2019 Fiscal Year Transportation Planning Program

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

Background

All agreements must be approved by the City Council and will be acted on when agreements are received from the Nebraska Department of Transportation. In March 2013 the City of Grand Island was designated as an urbanized area with a population over 50,000 which require the metropolitan area to establish a transportation planning process in accordance to Title 23 CFR 450 of the current federal transportation bill. As a requirement in this process, the Metropolitan Planning Organization (MPO) develops annually a Unified Planning Work Program (UPWP) describing the work activities and funding required by the Grand Island Area Metropolitan Planning Organization (GIAMPO) to carry-out these mandates.

This proposed FY 2019 UPWP, is unique in that it reflects previous federal and local funds that have been acted on by Council. The fiscal year for the MPO planning process is July 1, 2018 – June 30, 2019.

The total cost of the Eligible Planning Activities under the agreement is currently estimated to be \$273,544.00, with the federal share estimated to be \$218,835.00, and the MPO's share estimated to be \$54,709.00.

Discussion

The Grand Island Area Metropolitan Planning Organization (GIAMPO) has drawn up a Unified Planning Work Program with the City of Grand Island for the purpose of assisting the Local Public Agency (LPA) in obtaining Federal approval and financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local governments for the Grand Island Metropolitan Planning Area for fiscal year 2019.

The attached Exhibit “A” Grand Island Area Metropolitan Planning Organization (GIAMPO), Unified Planning Work Program describes the work to be carried out in accordance with 23 U.S.C. Section 134 of the Fixing America’s Surface Transportation Act (FAST Act), Transportation Bill and has been reviewed and approved by the GIAMPO Policy Board, Nebraska Department of Transportation, Federal Highway Administration, and Federal Transit Administration.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve a resolution authorizing the Mayor to sign the agreement.

Sample Motion

Move to approve authorization for the Mayor to sign the agreement.

Agreement No.	PL1801
Funding Period	July 1, 2018 through June 30, 2019
Fiscal year	FY2019
Agreement Amount	\$273,544

PROGRAM AGREEMENT FEDERAL PLANNING FUNDS METROPOLITAN PLANNING ORGANIZATIONS

GRAND ISLAND AREA METROPOLITAN PLANNING ORGANIZATION (GIAMPO)
STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
PROJECT NO. PLG-1 (56), STATE CONTROL NO. 00992C
FY 2019 PLANNING PL1801 AGREEMENT

THIS AGREEMENT is between the Grand Island Area Metropolitan Planning Organization (GIAMPO) who is a Metropolitan Planning Organization ("MPO"), and the State of Nebraska, Department of Transportation ("State"), collectively referred to as "Parties".

WITNESSETH:

WHEREAS, federal law requires that MPO establish and maintain a continuing, comprehensive transportation planning process in cooperation with state and local governments in urban areas of over 50,000 population, and

WHEREAS, MPO has established and maintains a planning process that complies with federal law, and

WHEREAS, there are Federal-aid Planning Funds (PL Funds or PL Funding) available to provide pro-rata reimbursement to MPO for its Eligible Planning Activities, and

WHEREAS, MPO has been designated as the recipient agency for the City of Grand Island metropolitan area for PL Funds, and

WHEREAS, Federal law provides that State will be a representative for the Federal Highway Administration (FHWA) in reviewing requests for reimbursement of MPO Eligible Planning Activities, and that reimbursements will be made through State, and

WHEREAS, MPO has developed and submitted a Unified Planning Work Program document ("UPWP") which is attached hereto as **Exhibit "A"**; it has been reviewed and approved by FHWA, and

WHEREAS, this Agreement applies only to the part of MPO's UPWP Eligible Planning Activities overseen by FHWA, and

WHEREAS, this Agreement governs the reimbursement of Eligible Planning Activities conducted between July 1, 2018, and June 30, 2019, and

WHEREAS, for this Agreement, if a non-federal entity expends \$750,000 or more in total federal awards in a fiscal year, must be addressed as explained further in this Agreement, and

WHEREAS, the total cost reimbursable under this Agreement is currently estimated to be \$273,544; the federal share is estimated to be \$218,835, and MPO's share is estimated to be \$54,709, and

WHEREAS, MPO's UPWP has been approved and MPO desires to incur costs for eligible tasks and activities that will be reimbursed with PL Funds under the designation of Project No. PLG-1 (56), and has authorized the City of Grand Island's Mayor to sign this Agreement, as evidenced by the Resolution of City Council, attached as **Exhibit "B"**.

NOW THEREFORE, in consideration of these facts, MPO and State agree as follows:

SECTION 1. DEFINITIONS

WHEREVER in this Master Agreement the following terms are used, they mean the following:

"CFDA" means Catalog of Federal Domestic Assistance.

"CFR" means the Code of Federal Regulations.

"ELIGIBLE PLANNING ACTIVITIES" means tasks or activities performed by MPO or its consultants, sub-consultants, agents, or representatives which are eligible for reimbursement with PL Funds and that have been identified in MPO's approved UPWP.

"FHWA" means the Federal Highway Administration, United States Department of Transportation, Washington, D.C. 20590, acting through its authorized representatives.

"MPO" means a Metropolitan Planning Organization qualified under federal law.

"NEB. REV. STAT" means the Nebraska Revised Statutes as set forth in Nebraska law.

"OMB" means the Federal Office of Management and Budget.

"RESPONSIBLE CHARGE" or "RC" means the employee of MPO or of a city/county within MPO, or elected official of a city/county within MPO, who has been empowered by MPO to represent MPO on planning issues and has actual day-to-day working knowledge and responsibility for significant aspects of MPO's planning program and process. The RC works regularly with planning issues and is MPO's point-of-contact for planning activities. Responsible charge does not mean merely delegating the various tasks; it means active day-to-day

involvement in identifying options, working directly with stakeholders, making decisions, and actively monitoring the planning activities. It is understood that RC may delegate or contract certain technical tasks associated with the planning activities so long as RC actively manages and represents MPO's interests in the delegated technical tasks.

“UNIFIED PLANNING WORK PROGRAM (UPWP)” means a document of transportation planning activities performed within the metropolitan planning areas, or urbanized areas with populations of 50,000 or more. The UPWP describes planning activities to be completed, estimates the cost for the planning activities, and indicates the lead agency. Transportation activities to design and build transportation infrastructure are usually not included in the UPWP; however, all federally funded studies should be included in the UPWP. This Agreement applies only to the part of MPO's UPWP related to highway, road, street or other planning activities overseen by FHWA. This Agreement does not apply to transit planning activities of MPO's UPWP overseen by the Federal Transit Administration. State and MPO will enter into a separate agreement for reimbursement of transit planning activities.

“STATE” means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. State is a funding liaison between MPO and the United States.

SECTION 2. DURATION OF THIS AGREEMENT (specific to PL agreements)

- 2.1 **Effective Date** – This Agreement is effective when executed by the Parties.
- 2.2 **Expiration Date** – This Agreement will expire when the last of the following events is completed: The expiration of the Initial Duration, the expiration of any Extension of the Initial Duration, and the waiver or completion of the project financial audit and cost settlement.
- 2.3 **Initial Duration** – The benefits and obligations of this Agreement, though binding when signed, are operative for activities beginning July 1, 2018, and ending June 30, 2019.
- 2.4 **Extension of the Agreement** - State may, in its sole discretion, extend the duration of this Agreement in writing, for an additional period of time up to, but not to exceed, one-half of the Initial Duration of the Agreement. State will notify Consultant of the State's exercise of its right to extend this Agreement approximately one month prior to the expiration of the Initial Duration of the Agreement.
- 2.5 **Identifying Date** – For convenience, this Agreement's identifying date will be the date State signed the agreement.
- 2.6 **Termination or suspension** – State reserves the right to terminate or suspend this Agreement at any time for any of the reasons provided herein.

SECTION 3. PURPOSE OF AGREEMENT AND RESPONSIBILITIES OF THE PARTIES

WHEREAS, MPO desires that MPO's attached UPWP be developed under the designation of Project No. PLG-1 (56), and has authorized the City of Grand Island's Mayor to sign this Agreement, as evidenced by the Resolution of City Council, attached as **Exhibit "B"**, and incorporated herein by this reference.

3.3 Purpose

MPO wishes to be reimbursed with PL Funds for Eligible Planning Activities. MPO understands that FHWA will not provide funding directly to MPO; but will provide reimbursement by State with Federal funds for Eligible Planning Activities. State, pursuant to Neb. Rev. Stat. § 39-1305, will act under this Agreement as a steward of federal funds and as a liaison between MPO and FHWA. The purpose of this Agreement is to set forth the understanding of MPO and State concerning their respective duties to enable the planning activities to be eligible for federal-aid funding. Under this Agreement, MPO shall continue to have all duties concerning any aspect of the planning processes. Nothing in this Agreement shall be construed to create any duty of State to MPO concerning such matters. In the event that State or FHWA find that the planning activities are ineligible for PL Funding, MPO will repay State all previously paid federal funds, as determined by State, and any costs or expenses State has incurred under this Agreement. MPO further agrees that MPO shall have no claim or right of action against State under this Agreement if FHWA determines that planning activities are not eligible in whole or in part, for Federal-aid funding. The following sections of this Agreement include the eligibility requirements and other conditions State believes in good faith that MPO must meet for MPO to be reimbursed with PL Funding. MPO acknowledges that many conditions must be met by MPO in order to receive Federal-aid reimbursement. MPO agrees to develop its UPWP in an effort to meet all federal eligibility requirements so the planning activities may be determined eligible for PL Funding.

3.4 MPO RESPONSIBILITIES

- 3.4.1 MPO shall meet all federal transportation planning requirements and shall select and manage necessary committees and staff, and consult, collaborate and coordinate with State to accomplish the Eligible Planning Activities.
- 3.4.2 MPO shall select qualified personnel as needed to complete the Eligible Planning Activities, and oversee any consultants selected to perform such activities. MPO shall submit to State a listing of all qualified personnel that may be selected or

assigned to the work contemplated therein prior to submitting the first invoice to State. Said listing shall indicate each person's job title or classification, qualifications, and salary range. MPO may make occasional temporary changes to qualified personnel. However, MPO shall submit an updated list to reflect permanent changes to qualified personnel.

- 3.4.3 MPO, when choosing to use a consultant to complete Eligible Planning Activities under this Agreement, shall follow all guidelines and requirements outlined in State's LPA Guidelines Manual for Federal Aid Projects ("LPA Guidelines Manual") in regard to the method of procurement, evaluation, selection, and contract types. The selected consultant must be certified to provide Transportation Planning Services by State. MPO shall be responsible to determine that the consultant is qualified to provide the expertise and experienced personnel to accomplish the required work product. Price cannot be a selection factor when hiring for professional engineering or architectural services. MPO shall follow any applicable requirements including, but not limited to, requirements defined in Chapter 4 of LPA Guidelines Manual.
- 3.4.4 MPO shall arrange for and conduct meetings and conferences to review working details and make presentations to the principals, participants and other interested groups and bodies as will best promote and effect cooperation, coordination and understanding in the UPWP.
- 3.4.5 MPO shall obtain written approval from State and FHWA when, after consultation with State, MPO determines that amendments to the UPWP are necessary. MPO shall obtain written concurrence from State when, after consultation with State, MPO determines that administrative modifications to the UPWP are necessary.
- 3.4.6 MPO shall only seek reimbursement for actual costs incurred for Eligible Planning Activities. The salaries and expenses of members of the GIAMPO's Board will not be reimbursed as an Eligible Planning Activity.
- 3.4.7 MPO shall submit accurate and complete invoices in accordance with SECTION 8. FINANCIAL RESPONSIBILITY of this Agreement, and shall provide additional documentation when requested by State. MPO shall be solely responsible for all costs not reimbursed under this Agreement.
- 3.4.8 MPO shall keep signed time records detailing time spent on Eligible Planning Activities, including the date and hours worked. When requested by State, MPO shall submit time records to State.

3.4.9 MPO agrees that it is ultimately responsible for complying with all Federal and State requirements and policies applicable to Federal-aid planning activities. MPO understands that failure to meet any eligibility requirements for PL Funding may result in the loss of all PL Funds. In the event that the acts or omissions of the RC, MPO or its agents or representatives result in a finding that planning activities are ineligible for PL Funds, MPO will repay State all previously paid PL Funds, as determined by State, including but not limited to, any costs reimbursed for the time and expenses of the RC.

3.5 STATE RESPONSIBILITIES

- 3.5.1 Complete the duties assigned to State in this Agreement.
- 3.5.2 Determine and notify MPO of the estimate of PL Funding availability, including carry-over and annual allocation target.
- 3.5.3 Provide technical assistance to MPO regarding PL Funding eligibility issues, when requested by MPO.
- 3.5.4 Verify all invoices submitted by MPO are complete, accurate, and represent actual costs for Eligible Planning Activities.
- 3.5.5 Pay MPO the federal share of the actual costs of Eligible Planning Activities as reflected on an approved invoice.
- 3.5.6 Bill and collect from MPO any previously paid funds determined to be ineligible by FHWA.

3.6 PARTIES RESPONSIBILITY

- 3.6.1 Parties agree to cooperatively review and adjust, when necessary, the scope, schedules, funding, priorities, or staffing of MPO's work to make sure the UPWP needs and goals are accomplished by MPO in accordance with the federal requirements for use of PL Funds.
- 3.6.2 Parties will supplement this Agreement to reflect any changes necessary to accomplish 3.6.1, with advance approval of the Federal Highway Administration.

SECTION 4. RESPONSIBLE CHARGE (RC) REQUIREMENTS

- 4.1 MPO hereby designates Allan Zafft, AICP as the RC for the Eligible Planning Activities.
- 4.2 Duties and Assurances of MPO concerning its designated RC for the Eligible Planning Activities.
 - 4.2.1 MPO understands the duties and responsibilities of MPO and RC as outlined in the LPA Guidelines Manual.

- 4.2.2 MPO has authorized and fully empowered the RC to be responsible for day-to-day Eligible Planning Activities; this requirement does not mean merely supervising, overseeing or delegating various tasks, it means active day-to-day involvement in the Eligible Planning Activities including identifying issues, investigating options, working directly with stakeholders, and decision making.
- 4.2.3 The RC is a full-time public employee or elected official of MPO, or a full-time employee of another entity as defined in "Public Employee" above.
- 4.2.4 MPO agrees to take all necessary actions and make its best good faith efforts to ensure the RC's work meets the same standards that State must meet under federal law.
- 4.2.5 If, for whatever reason, the designated RC is no longer assigned to the Eligible Planning Activities, MPO shall, within one day or sooner if possible, notify verbally and in writing State's Highway Planning Manager; after such notification MPO shall replace the RC no later than thirty (30) calendar days or sooner if possible. With advance written approval by State, MPO may use a Provisional RC in accordance with State's Provisional RC Policy.

SECTION 5. FEDERAL AID PROJECT REQUIREMENTS

- 5.1 MPO agrees to comply with all Federal-aid procedures and requirements applicable to this Agreement, including federal laws, and when applicable, state and local laws, and the LPA Guidelines Manual.
- 5.2 **The Applicable Legal and Contract Requirements.**
 - 5.2.1 **Title 23 U.S.C., and 23 CFR,** – The primary provisions of law applicable to this Agreement are generally found in 23 U.S.C. Section 134; and 23 CFR Part 420, subpart A, and Part 450, subpart C.
 - 5.2.2 **LPA Guidelines Manual** - MPO also agrees to comply with applicable provisions of the LPA Guidelines Manual for Federal Aid Projects, which is incorporated herein by this reference. The LPA Guidelines Manual is a document drafted in part, and formally approved, by FHWA as a document setting out requirements for LPA's or MPO's Eligible Planning Activities funded with PL Funds. A current version of the LPA Guidelines Manual can be found in its entirety at the following internet address: <http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>. In the event MPO believes that the LPA Guidelines Manual doesn't clearly address a particular aspect of the planning activities work, MPO shall seek guidance or

clarification from State's Local Project Section Engineer or State's Highway Planning Manager, and shall make its best effort to comply with such guidelines or clarification.

- 5.3 **Loss of Funding.** In order for MPO to receive federal funds for any part of the Eligible Planning Activities under this Agreement, MPO shall perform the services for all aspects of the Eligible Planning Activities, according to federal procedures and requirements. Although federal funds may be allocated to the Eligible Planning Activities, all or certain such activities may become ineligible for federal funds, if federal procedures and requirements are not met.

SECTION 6. SUSPENSION OR TERMINATION

State may suspend or terminate this Agreement in the event federal funds are not available, for any reason, to make reimbursements under this Agreement.

SECTION 7. FEDERAL AUDIT REQUIREMENT

- 7.1 The funding for the Eligible Planning Activities under this Agreement includes federal monies from the FHWA. According to the Single Audit Act Amendments of 1996 and the implementing regulations contained in 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F (hereinafter Part 200), the Part 200 Audit is required if the non-federal entity expends \$750,000 or more in total federal awards in a fiscal year. Non-federal entity means state and local governments and non-profit organizations.
- 7.2 MPO shall comply with the Single Audit mandate as described in Section 7.1. Any federal funds for MPO Eligible Planning Activities paid directly to contractors or consultants by State, on behalf of MPO, will be reported on State's schedule of expenditures of federal awards (SEFA) and need not be reported by MPO (as per FHWA's February 16, 2012, letter and State's February 24, 2012, letter). If a Part 200 audit is necessary, the expenditures related to the federal funds expended for the Eligible Planning Activities should be shown in the report's Schedule of Expenditures of the Federal Awards (SEFA).
- 7.3 If necessary, the Federal award information needed for the SEFA includes:
- Federal Grantor:** U.S. Department of Transportation – Federal Highway Administration
 - Pass-Through Grantor:** Nebraska Department of Transportation
 - Program Title:** Highway Planning and Construction (Federal-Aid Highway Program)

CFDA Number: 20.205

Project Number: PLG-1 (56)

- 7.4 If a Part 200 Audit is submitted by MPO, MPO shall notify the Nebraska Department of Transportation, Highway Audits Manager, at P.O. Box 94759, Lincoln, NE 68509-4759 when the audit reporting package and the data collection form have been submitted to the Federal Audit Clearinghouse (FAC) website.

SECTION 8. FINANCIAL RESPONSIBILITY

8.1 TOTAL COSTS AND FUNDING COMMITMENTS

The total cost of the Eligible Planning Activities is \$273,544 as set out in the table below. The federal share \$218,835 is the sum of the carryover PL Funds from the last Fiscal Year \$105,512, PL Excess Funding \$14,567 and PL Funds from the upcoming Fiscal Year \$98,756. The amount of new and carryover PL Funds is estimated based on information available at the time of the agreement and are subject to change. The availability of the PL Funds is based on the continuation of existing funding levels. MPO has earmarked and has placed in its fiscal budget at least the amount of the local match. MPO's share may include both in kind services and a local match. The in-kind services for these Eligible Planning Activities are estimated to be \$54,709.

ESTIMATED FUNDING				
	Federal	Local Match	Non-MPO local Match	Total
Recipient (Agreement)				
MPO PL excess funds	\$ 14,567	\$ 3,642		\$ 18,209
MPO PL1702, Carryover	\$ 105,512	\$ 26,378		\$131,890
MPL PL1801	\$ 98,756	\$ 24,689		\$123,445
Totals	\$ 218,835	\$ 54,709		\$ 273,544

This Agreement may be supplemented if additional funding becomes available.

8.2 MPO'S FINANCIAL RESPONSIBILITY

MPO understands that payment for the costs of the Eligible Planning Activities, are the sole responsibility of MPO when Federal participation is not allowable or available or if the planning activities are subsequently determined to be ineligible for Federal-aid funding. Therefore, when the Federal government refuses to participate in the costs of the planning activities, MPO is responsible for all costs with no reimbursement under this Agreement.

8.3 REIMBURSEMENT OF COSTS INCURRED BY MPO

8.3.1 MPO incurred costs of Eligible Planning Activities may be reimbursed with federal funds if:

- a. MPO submits an UPWP budget and FHWA approves such budget
- b. State has obtained federal funds obligation
- c. Eligible Planning Activities performed prior to July 1, 2018, and after June 30, 2019, are ineligible for Federal-aid reimbursement
- d. MPO obtains the approval of State and of FHWA prior to the purchase of any specialized equipment over \$5,000. Specialized equipment is equipment not ordinarily used or required in the regular administrative or planning operations of MPO. Such equipment must be required for and used primarily for Eligible Planning Activities. The cost of this specialized equipment must be reasonable as determined by State or FHWA
- e. MPO agrees to certify that items of equipment included in direct costs have been excluded from the indirect costs
- f. MPO submits invoices no more frequently than monthly and no less often than quarterly and in accordance with this Agreement. MPO is responsible for submitting for reimbursement the total actual costs expended that are eligible for Federal-aid. State, on behalf of FHWA, will review the costs submitted and determine what costs are eligible for reimbursement. State will reimburse MPO for the Federal share of the eligible actual costs. MPO shall retain detailed cost records supporting all invoices for three (3) years after final cost settlement by FHWA and project closeout by the State. MPO shall submit those records to State upon request.
- g. All Invoices are submitted on or before August 29, 2019.

8.3.2 MPO is required to submit their reimbursement requests to State's Highway Planning Manager. All reimbursement requests (invoice, progress report, required NDOT Forms, supporting material) must be submitted electronically through State's invoice workflow system OnBase, for review, approval, and payment. The user guide for the OnBase system along with training videos can be found at <http://dot.nebraska.gov/business-center/consultant/onbase-help/>.

The reimbursement request package must include the following:

1. Invoice: The invoice must include the following:
 - a. MPO name and address

- b. Invoice number
 - c. Invoice date
 - d. Invoicing period (beginning date and ending dates of services)
 - e. Agreement Number
 - f. Project identification (Project Number, Control Number, and Project Location/Description)
 - e. Contact person for questions about the invoice
 - f. Breakdown of MPO's expenses
 - i. Direct Labor Costs (hours worked multiplied by the actual labor rate)
 - ii. Labor Fringe Benefits and/or if appropriate Indirect (Overhead) Costs
 - iv. Direct Non-Labor Costs
 - v. Sub-contractors/sub-consultant expenses)
 - g. Federal share and Local share to match the federal amount breakdown of expense.
2. Cost Breakdown Form: Each reimbursement request package must include a completed "Cost Breakdown Form" (NDOT Form 162) properly prepared, signed and dated. This form is available on the State's website at <http://dot.nebraska.gov/business-center/consultant/>.
 3. Progress Report: A Progress Report must accompany the reimbursement request and, in accordance with 23 CFR 420.117, must include the following:
 - a. Comparison of actual performance with established goals
 - b. Progress in meeting schedules
 - c. Comparison of budgeted (approved) amounts and actual costs incurred.
 - Cost overruns and underruns
 - e. Approved planning program revisions, and
 - f. Other pertinent supporting data
 4. Breakdown of sub-contractors/sub-consultant expenses
 - a. Must be noted as paid and signed by appropriate representative
- 8.3.3 It is understood that when utilizing PL Funds for travel expenses related to Eligible Planning Activities outside MPO area, MPO will submit detailed travel information to State either prior to the travel, or submitted with the PL billing statement. The reimbursement for meal and lodging rates shall be limited to the prevailing standard rate as indicated in the current website address for U.S. General Services Administration's (GSA) rates which is indicated below:

<http://www.gsa.gov/portal/category/100120>

- 8.3.4 State will perform an initial check to verify that all necessary documentation is accurate and complete. State will reimburse MPO for the Federal share of the actual costs of Eligible Planning Activities and will make a reasonable effort to pay MPO within thirty (30) days of State's receipt of MPO's reimbursement request.
- 8.3.5 The criteria contained in Part 31 of the Federal Acquisition Regulations System (48 CFR 31) will be applied to determine whether the costs incurred by MPO are allowable under this agreement, including any sub-contractor/sub-consultant agreements.
- 8.3.6 Oversight costs include: direct costs, such as compensation of MPO employees for their time devoted and related directly to the performance of the Eligible Planning Activities for which the federal-aid was approved; cost of materials consumed for the Eligible Planning Activities; and indirect costs, with an approved Indirect Cost Allocation Plan as outlined in the LPA Guidelines Manual.

8.4 AUDIT AND FINAL COST SETTLEMENT

- 8.4.1 The final settlement between State and MPO will be made after final funding review and approval by State and after an audit, if deemed necessary, has been performed to determine eligible actual costs.
- 8.4.2 If deemed necessary, an audit will be performed by State to determine whether the actual costs incurred for Eligible Planning Activities are eligible for reimbursement with federal funds. The Parties understand that the audit may require an adjustment of the reimbursement made under this Agreement. MPO agrees to reimburse State for any overpayments identified in the audit review, and State agrees to reimburse MPO for underpayments when appropriate.
- 8.4.3 If MPO's calculated share is more than the amount of local funds previously paid to State, State will bill MPO for the difference. MPO agrees to pay the amount due State within thirty (30) days of receipt of invoice.
- 8.4.4 If MPO's calculated share is less than the amount of local funds previously paid to State, State will reimburse MPO for the difference and will make a reasonable effort to pay MPO within thirty (30) days of the completion of the audit.

SECTION 9. PROCUREMENT OF ENGINEERING AND DESIGN RELATED SERVICES

MPO shall procure engineering design related services (as defined in 23 CFR 172.3) using the

Qualifications Based Selection process set out in the LPA Guidelines Manual.

SECTION 10. PROFESSIONAL PERFORMANCE

It is understood by the Parties that MPO is solely responsible for all work product generated as part of the Eligible Planning Activities completed under this Agreement. Any review or examination by State, or acceptance or use of the work product of MPO or its consultant will not be considered to be a full and comprehensive review or examination and will not be considered an approval, for funding or for any other purpose, of the work product of MPO and its consultant which would relieve MPO from any expense or liability that would be connected with MPO's sole responsibility for the propriety and integrity of the work product to be accomplished by MPO or its consultant.

SECTION 11. INDEMNITY

MPO agrees to hold harmless, indemnify, and defend State and FHWA against all liability, loss, damage, or expense, including reasonable attorney's fees and expert fees, that State or FHWA may suffer as a result of claims, demands, costs, or judgments arising out of MPO's work and the terms of this Agreement.

SECTION 12. CONFLICT OF INTEREST LAWS

- 12.1 MPO shall review the Conflict of Interest provisions of 23 CFR 1.33, 49 CFR 18.36(b)(3) and 2 CFR, and agrees to comply with all the Conflict of Interest provisions (including applicable State and local provisions) in order for the Eligible Planning Activities to remain fully eligible for State or Federal funding. MPO should review, understand and follow the instructions provided in the **NDOR CONFLICT OF INTEREST GUIDANCE DOCUMENT FOR LPA OFFICIALS, EMPLOYEES & AGENTS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS** located on State's website at the following location: <http://dot.nebraska.gov/media/7349/coi-guidance-doc-lpa.pdf>
- 12.2 MPO must also complete, sign and submit to State's Highway Planning Manager, the **NDOR CONFLICT OF INTEREST DISCLOSURE FORM FOR LPAS FOR LOCAL FEDERAL-AID TRANSPORTATION PROJECTS**. This form is located on State's website at the following location: <http://dot.nebraska.gov/media/7323/coi-disclosure-doc-lpa.pdf>
- 12.3 Consultants, sub-consultants, agents, or representatives providing services for MPO's, or submitting proposals for services, shall submit to MPO and State's Highway Planning

Manager a Conflict of Interest Disclosure Form for Consultants. Consultants, sub-consultants, agents, or representative shall submit a revised form for any changes in circumstances, or discovery of any additional facts that could result in someone employed by, or who has an ownership, personal, or other interest with such entity or individual(s) having a real or potential conflict of interest on MPO federal-aid transportation planning activities.

SECTION 13. DRUG FREE WORKPLACE

MPO shall have an acceptable and current drug-free workplace policy on file with State.

SECTION 14. RECORDS RESPONSIBILITY

- 14.1 MPO shall maintain all correspondence, files, books, documents, papers, accounting records and other evidence pertaining to costs incurred and shall make such material available at its office. These records shall be available at all reasonable times during the contract period and for at least three years from the date of final cost settlement by FHWA and project closeout by the State. Such records must be available for inspection by State and the FHWA, Federal Transit Administration, or any authorized representatives of the Federal government, and MPO shall furnish copies to those mentioned in this section when requested to do so.
- 14.2 Papers, interim reports, forms or other materials which are a part of the work under contract will not be copyrighted without written approval of State and Federal Highway Administration.
- 14.3 Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- 14.4 Publication by either party shall give credit to the other party and to the Federal Highway Administration. However, if State or Federal Highway Administration does not wish to subscribe to the findings or conclusions of the Study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of State or Federal Highway Administration."
- 14.5 In the event of failure of agreement between State and MPO relative to the publication of any reports during the period of the contract, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.
- 14.6 Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the

Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.

- 14.7 Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- 14.8 When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, a statement must be included in the paper and in the presentation of the effect that the paper had not been reviewed by the appropriate other party.

SECTION 15. FAIR EMPLOYMENT PRACTICES

If MPO performs any Eligible Planning Activities itself, MPO shall abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. § 48-1101 to 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27 as set forth in the SECTION 19. TITLE VI NONDISCRIMINATION CLAUSES of this Agreement. The reference to "Contractor" in this section also means "MPO".

SECTION 16. DISABILITIES ACT

MPO agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35, which is hereby made a part of and included in this Agreement by reference.

SECTION 17. LAWFUL PRESENCE IN USA AND WORK ELIGIBILITY STATUS

PROVISIONS

MPO agrees to comply with the requirements of Neb.Rev.Stat. § 4-108 to 4-114 with the Eligible Planning Activities, including, but not limited to, the requirements of § 4-114(2) to place in any contract it enters into with a public contractor a provision requiring the public contractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

SECTION 18. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

18.1 Policy

MPO shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal Funds under this Agreement.

18.2 Disadvantaged Business Enterprises (DBEs) Obligation

MPO and State shall ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and sub-contracts financed in whole or in part with Federal Funds provided under this Agreement. In this regard, MPO shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. MPO shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.

SECTION 19. TITLE VI NONDISCRIMINATION CLAUSES

During the performance of this Agreement, MPO, for itself, its assignees and successors in interest agrees as follows:

19.1 Compliance with Regulations:

MPO shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

19.2 Nondiscrimination:

MPO, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of disability, race, color, sex, age, disability, religion or national origin in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. MPO shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

19.3 Solicitations for Sub-contracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by MPO for work to be performed under a sub-contract, including procurements of materials or equipment, each potential sub-contractor or supplier shall be notified by MPO of MPO's obligations under this agreement and the Regulations relative to nondiscrimination on the basis of disability, race, color, sex, religion or national origin.

19.4 Information and Reports:

MPO shall provide all information and reports required by the federal regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such federal regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, MPO shall so certify to State, or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

19.5 Sanctions for Noncompliance:

In the event of MPO's noncompliance with the nondiscrimination provisions of this Agreement, State will impose such contract sanctions as it or FHWA may determine to be appropriate, including but not limited to,

- (a) Withholding of payments to MPO under this Agreement until MPO complies, and/or
- (b) Cancellation, termination or suspension of this Agreement, in whole or in part.

19.6 Incorporation of Provisions:

MPO shall include the provisions of sections 19.1 through 19.6 in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. MPO shall take such action with respect to any sub-contract or procurement as State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, MPO may request State to enter into such litigation to protect the interests of State, and in addition, MPO may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 20. ENTIRE AGREEMENT

This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than contained herein, and this Agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

SECTION 21. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

- 21.1 The undersigned certifies, to the best of his or her knowledge and belief, that:
- 21.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - 21.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - 21.1.3 The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, sub-grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 21.2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 22. PAPERWORK REDUCTION ACT PUBLIC BURDEN STATEMENT

A Federal agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a current valid OMB control number. The OMB Control No. for this information collection is 2105-0555. The information requested on this form is being collected and disseminated by the U.S. Department of Transportation, Office of the Secretary as a courtesy to the public. Public burden reporting for this collection of information is estimated to be 15 minutes per response, including time for reviewing instructions, and completing and reviewing the collection of information. All responses to this collection are

mandatory. Send comments regarding the burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to: Information Collection Clearance Office, US Department of Transportation, Office so Small and Disadvantaged Business Utilization, Financial Assistance Division, 1200 New Jersey Ave., S.E., 5th Floor, W56-448, Washington, DC 20590.

SECTION 23. PRIVACY ACT STATEMENT

The Privacy Act requires that we provide you with the following information regarding our use of your Personally Identifiable Information. The information on this form is solicited under the authority of Title 49 U.S.C. 332(b)(3)(4)(5) which authorizes DOT OSDBU to assist Disadvantage Business Enterprises and Small and Disadvantaged Businesses in acquiring access to working capital and to debt financing, in order to obtain transportation related contracts funded by DOT. STLP loans are provided through lenders that serve as STLP Participating Lenders (PL). The PLs enter into a Cooperative Agreement with DOT's OSDBU. The STLP is subject to budgeting and accounting requirements of the Federal Credit Reform Act of 1990 (FCRA). The PL must carry out processes to activate, monitor, service and close out STLP loans. To fulfill the requirements of FCRA, the PL submits reports and the forms to OSDBU. Provisions of the requested information are voluntary; however, it is a requirement of the Cooperative Agreement.

SECTION 25. HOME RULE CHARTER

State and MPO agree that:

- (a) Pursuant to Section 8.05 of the Home Rule Charter, no elected official or any officer or employee of MPO will have a financial interest, direct or indirect, in any MPO contract. Any violation of this section with the knowledge of the person or corporation contracting with MPO will render the contract or agreement voidable by the Mayor or Council.

IN WITNESS WHEREOF, the Parties hereby execute this agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by the MPO this _____ day of _____, 2018.

WITNESS:
RaNae Edwards

MPO
Jeremy Jensen

Grand Island City Clerk

Mayor for City of Grand Island

EXECUTED by the State this _____ day of _____, 2018.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Intermodal Planning Division
Ryan Huff, P.E.

Intermodal Planning Engineer

RESOLUTION 2018-158

WHEREAS, the Grand Island Area Metropolitan Planning Organization (GIAMPO) in cooperation with the Nebraska Department of Roads has prepared a Unified Planning Work Program (UPWP) for the purpose of assisting the LPA in obtaining Federal approval and financial assistance to ensure a continued, comprehensive, and cooperative transportation planning process between the state and local governments for the Grand Island Metropolitan Planning Area for Fiscal Year 2019; and

WHEREAS, the total cost of the Eligible Planning Activities under such agreement is currently estimated to be \$273,544.00, with the federal share estimated at \$218,835.00 and the MPO share estimated at \$54,709.00 for Fiscal Year 2019, which begins July 1, 2018 and ends June 30, 2019.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Unified Planning Work Program (UPWP) for the Grand Island Metropolitan Planning Area for Fiscal Year 2019 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
June 8, 2018	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, June 12, 2018

Council Session

Item G-10

#2018-159 - Approving Award of Proposal for Regulatory Reporting and Data Analysis System for the Wastewater Division of the Public Works Department

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

Council Agenda Memo

From: Jon Meough PE, Wastewater Treatment Plant Engineer

Meeting: June 12, 2018

Subject: Approving Award of Proposal for Regulatory Reporting and Data Analysis System for the Wastewater Division of the Public Works Department

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

Background

A Request for Proposals (RFP) for a Regulatory Reporting and Data Analysis System for the Wastewater Division was advertised in the Grand Island Independent on April 30, 2018.

One (1) proposal was received and opened on May 29, 2018.

Discussion

The sole submittal was evaluated and ranked based upon the following criteria, using the weight percentages assigned to each element.

- Proposal Response— 25%
- Product Quality- 10%
- Past Performance— 25%
- Cost Proposal— 40%

The evaluation team consisted of the Regulatory Compliance Manager, Lab Technicians, and Storm Water Program Manager. Staff is in mutual agreement that the system offered by Hach Company of Loveland, Colorado is the optimal setup.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date

4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the award of the proposal to Hach Company of Loveland, Colorado in the amount of \$51,400.00.

Sample Motion

Move to approve the award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
REGULATORY REPORTING & DATA ANALYSIS SYSTEM**

RFP DUE DATE: May 29, 2018 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: April 29, 2018

NO. POTENTIAL BIDDERS: 1

SUMMARY OF PROPOSALS RECEIVED

HACH COMPANY
Loveland, CO

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

Catrina DeLosh, PW Admin. Assist.
William Clingman, Interim Finance Director
Dallas Powell, Reg. Comp. Manager

P2051

RESOLUTION 2018-159

WHEREAS, on April 30, 2018 a Request for Proposals (RFP) was advertised in the Grand Island Independent for a Regulatory Reporting and Data Analysis System for the Wastewater Division; and

WHEREAS, on May 29, 2018 one (1) proposal was received and opened; and

WHEREAS, upon evaluation based on the established criteria, the sole submittal from Hach Company of Loveland, Colorado is the optimal setup.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Regulatory Reporting and Data Analysis System from Hach Company of Loveland, Colorado in the total amount of \$51,400.00 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 8, 2018	☐ City Attorney



City of Grand Island

Tuesday, June 12, 2018

Council Session

Item G-11

**#2018-160 - Approving Change Order No. 1 for Lift Station No. 11
Relocation – 2018; Project No. 2018-S-1**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: June 12, 2018

Subject: Approving Change Order No. 1 for Lift Station No. 11 Relocation – 2018; Project No. 2018-S-1

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

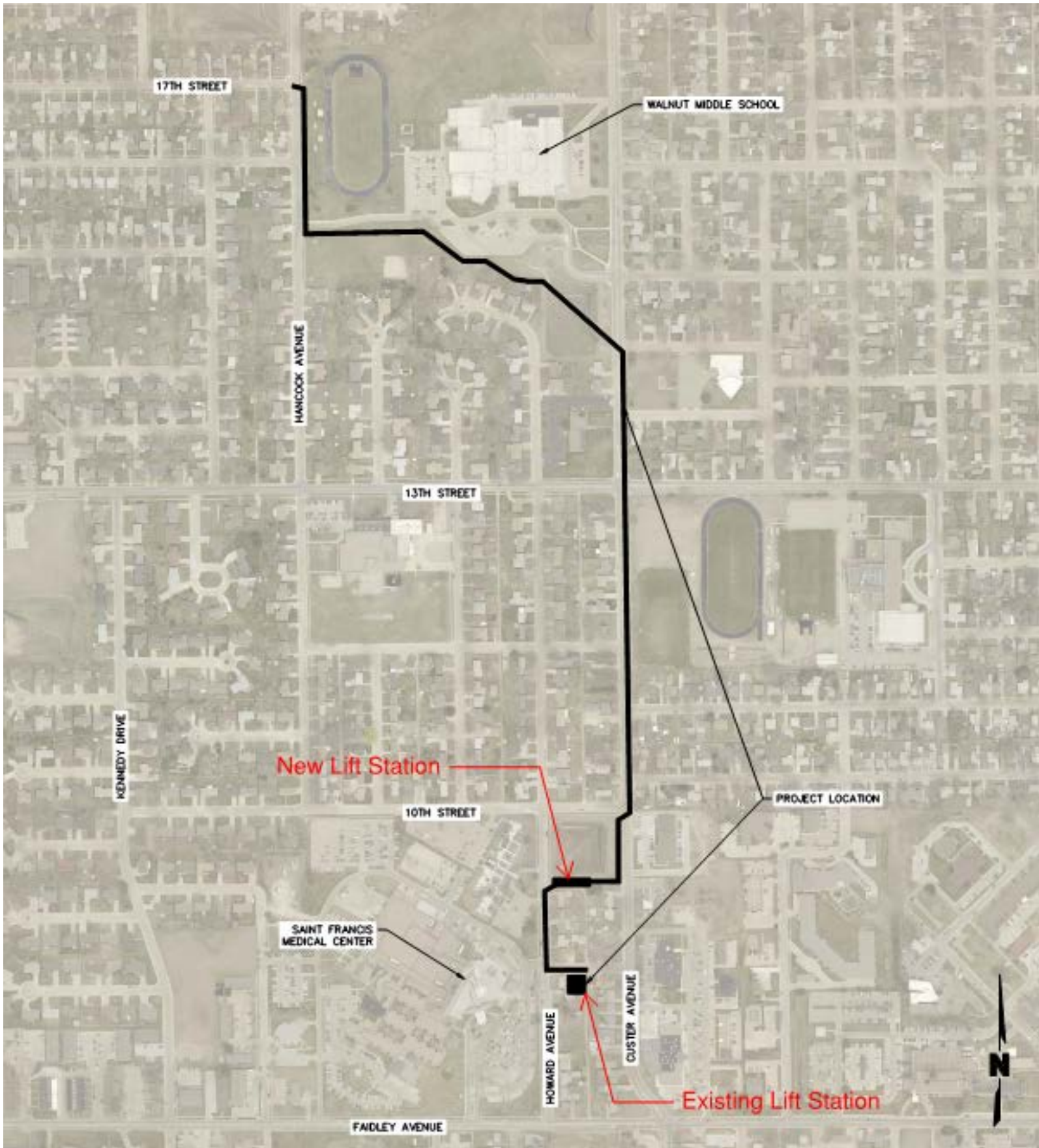
Background

Midland Contracting, Inc. of Kearney, Nebraska was awarded a \$1,647,665.35 contract on March 27, 2018, via Resolution No. 2018-85, for Lift Station No. 11 Relocation – 2018; Project No. 2018-S-1.

The existing Lift Station No. 11, which is located on 8th Street between Custer Avenue and Howard Avenue at 2511 W 8th Street, is in need of upgrade. The hospital contributes debris and rags that clog the current pumps, the wet well does not have sufficient capacity, and there is no space for a stand-by generator. A new submersible, duplex style lift station, with a grinder pump on the influent, and a stand-by generator is planned for a larger, nearby location.

A new 6-inch force main will be re-routed from the South Interceptor to the North Interceptor. Lift Station No. 11 contributes an average of 100-150 thousand gallons per day to the South Interceptor. The Lift Station No. 11 upgrade & re-route will alleviate some capacity issues in the South Interceptor by re-routing Lift Station No. 11 force main to the North Interceptor.

Olsson Associates performed a Lift Station No. 11 abandonment evaluation in October 2016 showing that the total construction and engineering costs would approximate \$5.85M. The Public Works Engineering Division determined that Lift Station No. 11 abandonment with a deep, gravity connection to the North Interceptor would not be a cost effective option. The Public Works Engineering Division has planned for an alternative option which is to upgrade Lift Station No. 11 and re-route the existing force main.



Discussion

Change Order No. 1 to the referenced project is being requested to add pay items for directional drilling at the intersection of Custer Avenue & 13th Street and at the detention cell north of this area, as well as to adjust quantities for such work. This alternative was proposed by the contractor to save time and lessen the impact of street closures in the area.

In order to complete this work Change Order No. 1 is necessary, which will result in a contract reduction of \$15,657.70, modifying the total contract agreement to \$1,632,007.65.

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 Change Order No. 1 for Lift Station No. 11 Relocation – 2018; Project No. 2018-S-1 with Midlands Contracting, Inc. of Kearney, Nebraska.

Sample Motion

Move to approve the resolution.



CHANGE ORDER NO. 1

PROJECT: Lift Station No. 11 Relocation – 2018; Project No. 2018-S-1

CONTRACTOR: Midlands Contracting, Inc.

AMOUNT OF CONTRACT: \$1,647,665.35

CONTRACT DATE: April 4, 2018

Add pay items for directional drilling at the intersection of Custer Avenue & 13th Street and at the detention cell north of this area, as well as to adjust quantities for such work

<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Price</i>
2	6-inch Force Main	-495.00	LF	\$ 25.00	\$ (12,375.00)
30	Remove Pavement	-222.00	SY	\$ 8.00	\$ (1,776.00)
32	Place 8-inch Concrete Pavement	-222.00	SY	\$ 46.35	\$ (10,289.70)
35	Remove Concrete Low Flow Liner	-138.00	SY	\$ 5.15	\$ (710.70)
36	Place Concrete Low Flow Liner	-138.00	SY	\$ 46.35	\$ (6,396.30)
CO1-1	Directional Drilling Mobilization	+ 1.00	LS	\$ 1,650.00	\$ 1,650.00
CO1-2	6-inch Directional Drilling (13 th Street)	+100.00	LF	\$ 52.50	\$ 5,250.00
CO1-3	6-inch Directional Drilling (North Detention Cell)	+395.00	LF	\$ 37.00	\$ 14,615.00
CO1-4	Dewatering Credit	-300.00	LF	\$ 18.75	\$ (5,625.00)
Change Order No. 1 Total =					\$ (15,657.70)

Contract Price Prior to this Change Order..... \$ 1,647,665.35

Net Increase Resulting from this Change Order..... \$ (15,657.70)

Revised Contract Price Including this Change Order..... \$ 1,632,007.65

The Above Change Order Accepted:

Midlands Contracting, Inc.

By _____ Date _____

Approval Recommended:

By _____ Date _____
John Collins PE, Public Works Director/City Engineer

Approved for the City of Grand Island, Nebraska

By _____ Date _____
Mayor

Attest _____
City Clerk

RESOLUTION 2018-160

WHEREAS, on March 27, 2018, via Resolution No.2018-85, the City of Grand Island awarded Midlands Contracting, Inc. of Kearney, Nebraska the bid in the amount of \$1,647,665.35 for Lift Station No. 11 Relocation – 2018; Project No. 2018-S-1; and

WHEREAS, it has been determined that modifications need to be made to allow for directional drilling at the intersection of Custer Avenue & 13th Street and at the detention cell north of this area; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will decrease the contract amount by \$15,657.70 for a revised contract price of \$1,632,007.65.

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 in the amount of -\$15,657.70 between the City of Grand Island and Midlands Contracting, Inc. of Kearney, Nebraska to provide the modifications.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 8, 2018	▣ City Attorney



City of Grand Island

Tuesday, June 12, 2018

Council Session

Item G-12

#2018-161 - Approving Certificate of Final Completion for Curb Ramp Project No. 2018-CR-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: June 12, 2018

Subject: Approving Certificate of Final Completion for Curb Ramp Project No. 2018-CR-1

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

Background

Galvan Construction, Inc. of Grand Island, Nebraska was awarded an \$80,492.47 contract for Curb Ramp Project No. 2018-CR-1 on January 23, 2018. The contract was for the installation of handicap ramps at the following locations.

SECTION A - 4th Street; Broadwell Avenue to Eddy Street

- **Section #A1.** 4th Street & Monroe Street
- **Section #A2.** 4th Street & Madison Street
- **Section #A3.** 4th Street & Jefferson Street
- **Section #A4.** 4th Street & Adams Street
- **Section #A5.** 4th Street & Washington Street
- **Section #A6.** 4th Street & Greenwich Street
- **Section #A7.** 4th Street & Clark Street

SECTION B – 4th Street; Locust Street

SECTION C – 15th Street; Walnut Street

Work commenced on March 14, 2018 and was completed on May 18, 2018.

The project plans were prepared with estimated quantities at each curb ramp area. Any required changes are made in the field as the project is being built, dependent on the condition of the sidewalks and curb & gutter.

Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. Construction of Curb Ramp Project No. 2018-CR-1 was completed with an overrun of \$5,000.45, for a total cost of \$85,492.92.

Additional project costs consist of:

Grand Island Independent	Advertising	\$ 125.17
Public Works Engineering	Staff	\$ 7,621.81
Other Project Costs Total =		\$ 7,746.98

Total project cost equates to \$93,239.90.

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 Curb Ramp Project No. 2018-CR-1.

Sample Motion

Move to approve the resolution.

ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Curb Ramp Project No. 2018-CR-1
CITY OF GRAND ISLAND, NEBRASKA
June 12, 2018

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

This is to certify that Curb Ramp Project No. 2018-CR-1 has been fully completed by Galvan Construction, Inc. of Grand Island, Nebraska under the contract dated January 29, 2018. 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.

Curb Ramp Project No. 2018-CR-1

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
Bid Section A - 4th Street; Broadwell Avenue to Eddy Street					
1	Mobilization	1.00	LS	\$ 500.00	\$ 500.00
2	Remove Walk	3,701.23	SF	\$ 2.00	\$ 7,402.46
3	Remove Brick Walk	226.08	SF	\$ 2.00	\$ 452.16
4	Remove Pavement	162.44	SY	\$ 24.75	\$ 4,020.39
5	Saw Cut	784.79	LF	\$ 5.00	\$ 3,923.95
6	Remove & Reset Block Wall	26.50	LF	\$ 25.00	\$ 662.50
7	Build Walk	4,255.98	SF	\$ 4.25	\$ 18,087.92
8	Build Walk with Curb	161.75	SF	\$ 6.50	\$ 1,051.38
9	Build 6" PCC Pavement	182.19	SY	\$ 50.00	\$ 9,109.50
10	Build Curb	607.60	LF	\$ 5.00	\$ 3,038.00
11	Adjust Type "B" Inlet	1.00	EA	\$ 100.00	\$ 100.00
12	Adjust Water Curb Stop Box	-	EA	\$ 100.00	\$ -
13	Sod Area	236.43	SY	\$ 5.00	\$ 1,182.15
14	Detectable Warning Panels	384.00	SF	\$ 28.75	\$ 11,040.00
15	Landscaping & Sprinkler Repairs	1.00	LS	\$ 975.00	\$ 975.00
16	Traffic Control	1.00	LS	\$ 750.00	\$ 750.00
Total Bid Section A =					\$ 62,295.40

Bid Section B - 4th Street; Locust Street

1	Mobilization	1.00	LS	\$ 250.00	\$ 250.00
2	Remove Walk	844.70	SF	\$ 2.00	\$ 1,689.40
3	Remove Vertical Curb	141.20	LF	\$ 5.00	\$ 706.00
4	Remove Pavement	9.18	SY	\$ 24.75	\$ 227.21
5	Saw Cut	37.20	LF	\$ 5.00	\$ 186.00
6	Build Walk	891.40	SF	\$ 4.35	\$ 3,877.59
7	Build 6" PCC Pavement	9.19	SY	\$ 50.00	\$ 459.50
8	Build Vertical Curb	198.25	LF	\$ 15.50	\$ 3,072.88
9	Remove and Replace Type "B" Inlet	1.00	EA	\$ 1,750.00	\$ 1,750.00
10	Detectable Warning Panels	40.00	SF	\$ 30.00	\$ 1,200.00
11	Traffic Control	1.00	LS	\$ 350.00	\$ 350.00
Total Bid Section B =					\$ 13,768.57

Bid Section C - 15th Street; Walnut Street

1	Mobilization	1.00	LS	\$ 150.00	\$ 150.00
2	Remove Walk	507.20	SF	\$ 2.00	\$ 1,014.40
3	Remove Pavement	24.03	SY	\$ 24.75	\$ 594.74
4	Saw Cut	29.80	LF	\$ 5.00	\$ 149.00
5	Build Walk	699.61	SF	\$ 4.35	\$ 3,043.30
6	Build 6" PCC Pavement	23.50	SY	\$ 50.00	\$ 1,175.00
7	Build Curb	80.50	LF	\$ 5.00	\$ 402.50
8	Adjust Type "B" Inlet	1.00	EA	\$ 100.00	\$ 100.00
9	Sod Area	38.00	SY	\$ 10.00	\$ 380.00
10	Detectable Warning Panels	64.00	SF	\$ 30.00	\$ 1,920.00
11	Landscaping and Sprinkler Repairs	1.00	LS	\$ 250.00	\$ 250.00
12	Traffic Control	1.00	LS	\$ 250.00	\$ 250.00
Total Bid Section C =					\$ 9,428.95
Grand Total =					\$ 85,492.92

Other Project Costs:

Grand Island Independent	Advertising	\$ 125.17
Public Works Engineering	Staff	\$ 7,621.81
Other Project Costs Total =		\$ 7,746.98

Grand Total =	\$ 93,239.90
----------------------	---------------------

I hereby recommend that the Engineer's Certificate of Final Completion for Curb Ramp Project No. 2018-CR-1 be approved.

John Collins – City Engineer/Public Works Director

Jeremy L. Jensen – Mayor

RESOLUTION 2018-161

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for Project No. 2018-CR-1, installation of Curb Ramps, certifying that Galvan Construction, Inc. of Grand Island, Nebraska, under contract, has completed the curb ramp installation; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion for Project No. 2018-CR-1, installation of curb ramps, is hereby confirmed, for a total project cost of \$93,239.90.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 8, 2018	▣ City Attorney



City of Grand Island

Tuesday, June 12, 2018

Council Session

Item G-13

#2018-162 - Approving Amendment No. 3 to Engineering Consulting Services Related to W Stolley Park Rd and Engleman Rd Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T; W US Highway 30 and Engleman Rd / West Park Plaza Sanitary Sewer Extension

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: June 12, 2018

Subject: Approving Amendment No. 3 to Engineering Consulting Services Related to W Stolley Park Rd and Engleman Rd Sanitary Sewer Extension; Project No. 2017-S-3 and Sanitary Sewer District No. 540T; W US Highway 30 and Engleman Rd / West Park Plaza Sanitary Sewer Extension

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

Background

Sanitary Sewer Project No. 2017-S-3 will plan, design and build an extension of the sanitary sewer from Stolley Park Road and Freedom Drive intersection west to just beyond the planned new US Highway 30 west realignment. This extension would be difficult and costly after the new highway is constructed. Sanitary Sewer District No. 540T will continue west to areas between the existing Highway 30 alignment and the proposed realignment including the West Park Plaza Mobile Home Park. West Park Plaza and property along the existing Highway 30 route are currently within city limits and in need of City sanitary services.

On February 14, 2017, via Resolution No. 2017-32, City Council approved an agreement with Olsson Associates of Lincoln, Nebraska in the amount of \$98,840.00 for engineering design services related to West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3.

On April 11, 2017, via Resolution No. 2017-112, City Council approved Amendment No. 1 to the original agreement with Olsson Associates in the amount of \$18,242.00 for allow for further survey work, easement negotiations and design for additional sewer extension. Amendment No. 1 resulted in a revised agreement amount of \$117,082.00.

On January 23, 2018, via Resolution No. 2018-20, City Council approved Amendment No. 2 to the original agreement with Olsson Associates in the amount of \$81,785.00 to address construction services. Amendment No. 2 resulted in a revised agreement amount of \$198,867.00.

Discussion

The original agreement with Olsson Associates requires a third amendment to address changes due to the discovery of an unlocated gas main during initial design, unexpected installation time spent to insert the sanitary sewer pipe into a casing that will go under proposed US Highway 30, design modifications due to a water main that had been installed after construction started on this project, and added observation time due to slow project progress caused by early weather delays. Amendment No. 3 will be provided on a time and expense basis not to exceed \$34,000.00, resulting in a revised agreement amount of \$232,867.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Amendment No. 2 to the original agreement with Olsson Associates of Lincoln, Nebraska, in the amount of \$81,785.00.

Sample Motion

Move to approve the resolution.

**CONTRACT AMENDMENT No. 3
to the Letter Agreement for
Professional Services for
W. Stolley Park Rd. and Engleman Rd. Sanitary Sewer Extension
Grand Island, Nebraska
OA Project No. 017-0442
May 25, 2018**

THIS CONTRACT AMENDMENT, executed between the City of Grand Island, Nebraska, hereinafter called the Client, and Olsson Associates, hereinafter called Olsson, shall amend the above-referenced Agreement dated February 14, 2017.

WITNESSETH, that in accordance of the mutual covenants herein contained, the Client hereby agrees to employ Olsson to perform engineering services hereinafter outlined.

SECTION I - SCOPE OF SERVICES

Olsson agrees to perform additional engineering services associated with W. Stolley Park Road and Engleman Road Sanitary Sewer Extension, Grand Island, Nebraska. Services provided include the continuation of the Design Services as provided in the original contract dated February 14, 2017. **The original contract schedule extended past Olsson's original scope/fees due to changes caused by gas main location, pipe casing installation and contractor's progress.**

A. Additional Construction Administration

Olsson shall perform the following construction administration services

- 1) Conduct monthly progress meetings. Olsson will prepare and distribute minutes of the meetings.
- 2) Day to day coordination and correspondence with parties of interest.
- 3) Review contractor pay applications for general conformance with the progress of the work and mathematical accuracy. Olsson shall review and prepare construction change order requests and present to the Client.
- 4) Answer contractor's questions and interpret construction documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process. **Estimated additional fees - \$7,000.00 Time and material NTE.**

B. Construction Observation

Duties and responsibilities of Olsson's Resident Project Representative shall be as described in "Exhibit B – Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative." A representative will be on site when work of substance is being completed. Olsson shall also perform the materials testing for the project. The testing that is anticipated is soil compaction testing and concrete testing. Any testing on the dewatering water shall be the responsibility of the Contractor. **Estimated additional fees - \$27,000.00 Time and material NTE.**

A-1

201 201 East 2nd Street
PO Box 072
Grand Island, NE 68802-1072

TEL 308.384.8750
FAX 308.384.8752

www.olssonassociates.com

SECTION II - COMPENSATION

For services covered by this Contract Amendment No. 3, the Client agrees to pay Olsson as follows:

- A. Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services on an hourly cost basis times a factor of 3.085 for services rendered by our principals and employees engaged directly on the Project, and all actual reimbursable expenses in accordance with Reimbursable Expense Schedule attached to the Agreement dated February 14, 2017.
- B. Olsson's Scope of Services will be provided on an estimated time and expense basis not to exceed **\$34,000.00**.

SCHEDULE FOR OLSSON'S SERVICES

- A. Olsson expects to begin the work covered under this amendment in conjunction with the beginning of construction. Completion of the work is dependent on the Contractor's schedule.

SECTION III - OTHER MATTERS

It is mutually understood and agreed:

- A. That all provisions of the original agreement not amended herein shall remain unchanged.
- B. If this proposal satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.
- C. By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement.

A-2

201 201 East 2nd Street
PO Box 072
Grand Island, NE 68802-1072

TEL 308.384.8750
FAX 308.384.8752

www.olssonassociates.com

Executed this _____ day of _____ 2017.

OLSSON ASSOCIATES

By _____
Dave Ziska, PE

By _____
Joe Baxter, PE

CITY OF GRAND ISLAND, NEBRASKA "CLIENT"

Attest:

By _____

By _____

Title _____

Title _____

F:\2017\0001-0500\017-0442\20-Management\Contracts\ThirdContractAmendment052518.doc

A-3

201 201 East 2nd Street
PO Box 072
Grand Island, NE 68802-1072

TEL 308.384.8750
FAX 308.384.8752

www.olssonassociates.com

RESOLUTION 2018-162

WHEREAS, on February 14, 2017, via Resolution No. 2017-32 the Grand Island City Council approved entering into an agreement with Olsson Associates of Lincoln, Nebraska in the amount of \$98,840.00 for engineering design services relates to West Stolley Park Road and Engleman Road Sanitary Sewer Extension; Project No. 2017-S-3; and

WHEREAS, on April 11, 2018, via Resolution No. 2017-112, the Grand Island City Council approved Amendment No. 1 to the original agreement, in the amount of \$18,242.00, to allow for further survey work, easement negotiations and design for additional sewer extension; and

WHEREAS, on January 23, 2018, via Resolution No. 2018-20, the Grand Island City Council approved Amendment No. 2 to the original agreement, in the amount of \$81,785.00, to address construction services; and

WHEREAS, the original agreement is now being amended to address changes due to the location of a gas main, pipe casing installation and project progress; and

WHEREAS, such amendment is in the amount of \$34,000.00, for a revised agreement amount of \$232,867.00; and

WHEREAS, Amendment No. 3 to the original agreement with Olsson Associates of Lincoln, Nebraska is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 3 with Olsson Associates of Lincoln, Nebraska for engineering consulting services related to Sanitary Sewer Project No. 2017-S-3 and Sanitary Sewer District No. 540T is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 8, 2018	☐ City Attorney



City of Grand Island

Tuesday, June 12, 2018

Council Session

Item G-14

#2018-163 - Approving Bid Award for Asphalt Resurfacing on a Portion of Old Nebraska Highway 2

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: June 12, 2018

Subject: Approving Bid Award for Asphalt Resurfacing on a Portion of Old Highway 2

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

Background

On November 8, 2016, via Resolution No. 2016-285, City Council approved an agreement with the Nebraska Department of Transportation (NDOT) for improvements to US Highway 281; south of US Highway 30, north to Chapman Road. At that time the City cost share on the portion within City limits was estimated at \$3,822,000.00.

On October 10, 2017, via Resolution No. 2017-279, City Council approved Supplemental Agreement No. 1 to the original agreement for such project to allow improved lighting for commuters on US Highway 281, which resulted in a \$5,000.00 deduction within this section. The improvement consists of replacing sixty-five (65) existing high pressures sodium lighting luminaires with new LED luminaires beginning just north of the Union Pacific Railroad overhead bridge to the north side of the Burling Northern overhead bridge.

After publicly advertising for bids the NDOT entered into a contract with Paulsen, Inc. of Cozad, Nebraska on May 1, 2017, in the amount of \$15,276,833.51, with the estimated City portion of \$2,928,665.07, for such project. Vontz Paving, Inc. of Hastings, Nebraska was listed as a sub-contractor for asphalt work on this project.

As a result of said project Old Highway 2 is the planned detour route for traffic.

Discussion

In the original agreement the NDOT agreed to maintain the Old Highway 2 detour route (Broadwell Avenue to just west of Webb Road), which is solely City owned, during its use as a detour route and to return said roadway to the City at the conclusion of its use in as good condition as existed prior to when it was designated as a state highway detour, except for ordinary wear and tear. Ahead of this section of Old Highway 2 being used as the detour route the NDOT planned to patch over 30% of the roadway to make it suitable for such detour, however the roadway is in need of complete resurfacing.

City staff has worked with both the NDOT and sub-contractor, Vontz Paving, Inc. of Hastings, Nebraska to coordinate resurfacing of the detour section of Old Highway 2, which will provide for a better roadway by not having patches throughout. By coordinating with the NDOT and Vontz Paving, Inc. the City will realize a cost savings and efficiency on a roadway needing improvement, due to not having to pay for additional Temporary Traffic Control, mobilization, testing, and lane striping as the NDOT will cover these items. Vontz Paving, Inc. has agreed to honor their prices in the original bid.

At the present time the estimate of the necessary resurfacing work is \$101,075.50, as detailed below, and available in FY 2017/2018 budget.

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	COLD MILLING, CLASS 3	SY	11,262	\$3.25	\$36,601.50
2	ASPHALTIC CONCRETE, TYPE SPR (2")	TON	1,250	\$33.00	\$41,250.00
3	PG BINDER (58V-34)	TON	46	\$450.00	\$20,700.00
4	TACK COAT	GAL	1,262	\$2.00	\$2,524.00
				SUB-TOTAL	\$101,075.50

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid award to Vontz Paving, Inc. of Hastings, Nebraska in the amount of \$101,075.50 for Old Highway 2 resurfacing from Broadwell Avenue to just west of Webb Road and pass a Resolution authorizing the Mayor to sign the agreement.

Sample Motion

Move to approve the resolution.

RESOLUTION 2018-163

WHEREAS, on November 8, 2016, via Resolution No. 2016-285, City Council approved an agreement with the Nebraska Department of Transportation (NDOT) for improvements to US Highway 281; south of US Highway 30, north to Chapman Road. At that time the City cost share on the portion within City limits was estimated at \$3,822,000.00; and

WHEREAS, on October 10, 2017, via Resolution No. 2017-279, City Council approved Supplemental Agreement No. 1 to the original agreement for such project to allow improved lighting for commuters on US Highway 281, which resulted in a \$5,000.00 deduction within this section. The improvement consists of replacing sixty-five (65) existing high pressures sodium lighting luminaires with new LED luminaires beginning just north of the Union Pacific Railroad overhead bridge to the north side of the Burling Northern overhead bridge; and

WHEREAS, after publicly bidding said project the NDOT entered into a contract with Paulsen, Inc. of Cozad, Nebraska on May 1, 2017, in the amount of \$15,276,833.51, with the estimated City portion of \$2,928,665.07; and

WHEREAS, Vontz Paving, Inc. of Hastings, Nebraska was listed as a sub-contractor for asphalt work on said project; and

WHEREAS, the Old Highway 2 detour route has caused significant damage to such roadway, from Broadwell Avenue to just west of Webb Road, which is solely City owned; and

WHEREAS, in the original agreement the NDOT agreed to maintain the City roadway during its use as a detour route and to return said roadway to the City at the conclusion of its use as a detour in as good condition as existed prior to when it was designated as a state highway detour, except for ordinary wear and tear; and

WHEREAS, City staff has worked with both the NDOT and sub-contractor, Vontz Paving, Inc. of Hastings, Nebraska to coordinate resurfacing of the detour section of Old Highway 2, which will provide for a better roadway by not having patches throughout; and

WHEREAS, by coordinating with the NDOT and Vontz Paving, Inc. the City will realize a cost savings and efficiency on a roadway needing improvement, due to not having to pay for additional Temporary Traffic Control, mobilization, testing, and lane striping as the NDOT will cover these items; and

WHEREAS, Vontz Paving, Inc. has agreed to honor their prices in the original bid; and

WHEREAS, the estimate of the necessary resurfacing work is \$101,075.50, as detailed below, and available in FY 2017/2018 budget; and

ITEM	ITEM DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1	COLD MILLING, CLASS 3	SY	11,262	\$ 3.25	\$ 36,601.50
2	ASPHALTIC CONCRETE, TYPE SPR (2")	TON	1,250	\$ 33.00	\$ 41,250.00
3	PG BINDER (58V-34)	TON	46	\$ 450.00	\$ 20,700.00
4	TACK COAT	GAL	1,262	\$ 2.00	\$ 2,524.00
			SUB-TOTAL		\$101,075.50

Approved as to Form ☐ _____
June 8, 2018 ☐ City Attorney

WHEREAS, it is recommended that the bid award to Vontz Paving, Inc. of Hastings, Nebraska in the amount of \$101,075.50 for Old Highway 2 resurfacing from Broadwell Avenue to just west of Webb Road be approved; and

WHEREAS, it is hereby authorized to waive the public bidding of resurfacing Old Highway 2 from Broadwell Avenue to just west of Webb Road based on the NDOT's public letting of such; and

WHEREAS, the City of Grand Island has prepared such contract agreement, which has been reviewed by the City's Legal Department, for such work to be completed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid award to Vontz Paving, Inc. of Hastings, Nebraska in the amount of \$101,075.50 for Old Highway 2 resurfacing from Broadwell Avenue to just west of Webb Road is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to sign such contract agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, June 12, 2018

Council Session

Item G-15

#2018-164 - Approving Agreement between the City of Grand Island and the Grand Island Public Library Foundation, Inc.

Staff Contact: Steve Fosselman

Council Agenda Memo

From: Steve Fosselman, Library Director

Meeting: June 12, 2018

Subject: Approving Agreement between the City of Grand Island and the Grand Island Public Library Foundation, Inc.

Presenter(s): Steve Fosselman, Library Director and Duane Burns, President, Grand Island Public Library Foundation, Inc.

Background

Preliminary plans for non-city-tax supported public library renovations were presented at the January 17, 2017 City Council study session, with information provided about funding through a donation from the Myrtle Grimminger estate in the library's 295 Special Projects fund, Grand Island Public Library Foundation fundraising and grants obtained.

The Grand Island Public Library Foundation, Inc. has formed a capital campaign to share in the costs of these renovations. The Library Foundation has also conferred with City Attorney Janulewicz regarding a financial participation agreement between the City and Foundation.

Discussion

The agreement between the City and the Library Foundation provides a framework for the Foundation's financial participation in this project encompassing a construction contract as well as procurement of specified furnishings and equipment. To fully fund the construction bid award of \$1,122,400.00, \$622,400.00 is reserved through the Grimminger estate and \$500,000 will be contributed by the Library Foundation upon City Council approval of the construction bid award. This agreement also ensures that the Library Foundation finances all costs associated with change orders and procurement of specified furnishings and equipment that are not provided by the Grimminger estate funds and grant funds received by the City.

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 agreement between the City of Grand Island and the Grand Island Public Library Foundation, Inc.

Sample Motion

Move to approve the agreement between the City of Grand Island and the Grand Island Public Library Foundation, Inc.

AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of _____, 2018, by and between City **OF GRAND ISLAND, NEBRASKA**, a municipal corporation, hereinafter referred to as “City” and **GRAND ISLAND PUBLIC LIBRARY FOUNDATION, INC.**, a Nebraska non-profit corporation, hereinafter referred to as “Foundation”.

1. Statement of Purpose. The purpose of this Agreement is to set forth the terms and conditions by which Foundation will participate financially in the Edith Abbott Memorial Library Renovation Project, consisting of a remodel construction contract and procurement of specified furnishings and equipment, hereinafter referred to as the “Project”.

2. Parties’ Shares. Monies received by City from the Myrtle Grimminger estate currently deposited in City’s 295 Special Projects account, hereinafter the “Estate Funds,” are designated for the Project. To supplement the Estate Funds, City shall apply for grants potentially available for Project purposes. Grant funds, if received, shall be deposited by City in the 295 Special Project Account and utilized solely for Project expenses. For its participation in the Project, Foundation shall contribute funds to City, hereinafter referred to as the “Foundation Share,” in an amount equal to the Project costs less the Estate Funds and grant funds received by City.

3. Foundation Contribution Schedule. Foundation shall contribute the Foundation Share as follows: \$500,000.00 to City immediately upon City Council approval of the Project construction bid award to ensure full funding for the construction contract, and shall contribute additional amounts as necessary to assure full funding of construction change orders and procurement of specified furnishings and equipment.

4. Entire Agreement. This Agreement constitutes the entire agreement between City and Foundation, notwithstanding any other oral agreements or understandings to the contrary, and may be amended only by written agreement of the parties hereto.

Attest:

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

RaNae Edwards, City Clerk

by _____
Jeremy L. Jensen, Mayor

**GRAND ISLAND PUBLIC LIBRARY
FOUNDATION, INC.**
A Nebraska Non-Profit Corporation,

by _____
Duane A. Burns, President

RESOLUTION 2018-164

WHEREAS, the City of Grand Island (“City”) and the Grand Island Public Library Foundation, Inc. (“Foundation”) desire to form an agreement relative to Foundation’s financial participation in the Edith Abbott Memorial Library Renovation Project, consisting of a remodel construction contract and procurement of specified furnishings and equipment; and

WHEREAS, funds received by City from the Myrtle Grimminger estate (“Estate Fund”) currently deposited in City’s 295 Special Projects account are designated for the Project, of which \$622,400.00 is reserved for a remodel construction contract; and

WHEREAS, grants received by City for Project purposes shall be deposited by City in the 295 Special Project Account and utilized solely for Project expenses; and

WHEREAS, for its participation in the Project, Foundation shall contribute funds to City, in an amount equal to the Project costs less the Estate Funds and grant funds received by City; and

WHEREAS, Foundation shall initially contribute \$500,000.00 to City immediately upon City Council approval of the Project construction bid award to ensure full funding for the \$1,122,400 remodel construction contract.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Council approves the agreement between the City of Grand Island, Nebraska and Grand Island Public Library Foundation, Inc.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 8, 2018	☐ City Attorney



City of Grand Island

Tuesday, June 12, 2018

Council Session

Item G-16

#2018-165 - Approving Vital Sign Monitor and Automatic Cardiac Defibrillator Maintenance Contract

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Fire Chief Cory Schmidt

Meeting: June 12, 2018

Subject: Vital Sign Monitor and Automatic Cardiac Defibrillator Maintenance Contract

Presenter(s): Fire Division Chief Russ Blackburn

Background

The Grand Island Fire Department uses 7 vital sign monitors on its ambulances and 11 automatic external defibrillators on the engines and staff cars to treat patients with cardiac problems or in cardiac arrest. State regulations of Emergency Medical Services mandate that equipment be maintained according to manufacturer's recommendations. Physio Control's recommendation is their yearly inspection and maintenance program.

Discussion

Both the vital sign monitors and the AEDs have been maintained by Physio Control's annual inspections on separate contracts approved by the City Council. Physio Control wishes to combine the separate contracts into one maintenance contract. The vital sign monitor's contract has three years left and remaining charges of \$22,939.48. The AED contract will be added to that contract for the remaining 3 years with charges of \$17,360.09 for that time period. The total contract will be \$40,299.57 or \$13,433.19 per year to maintain and repair the 18 cardiac monitors.

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 three year maintenance contract with Physio Control for the maintenance of the vital sign monitors and automatic cardiac defibrillators at a total cost of \$40,299.65.

Sample Motion

Move to approve the three year maintenance contract with Physio Control of Redmond, Washington for the maintenance of the vital sign monitors and automatic cardiac defibrillators at a total cost of \$40,299.65.



Physio Control, Inc.
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A
www.physio-control.com
tel (800) 442.1142
fax (800) 772.3340

Quote Number 00125780
Create Date 5/11/2018 12:08 PM
Quote Expiration Date 08/11/2018
Quote Consultant Jeremy Stevens
402-214-7449
WEMM59

Service Plan Quote

Account: 00558202	Service Plan Detail
Russ Blackburn GRAND ISLAND FD 100 E FIRST ST GRAND ISLAND, NE 68802 (308) 385-5444 ext 227 rblackburn@grand-island.com	Type Addendum Service Plan Start Date 06/01/2018 Service Plan End Date 10/11/2021 Reference Plan DS017726 Billing Frequency Annual Terms All quotes subject to credit approval and the following terms and conditions Net Terms NET 30 Promotion Coverage Details-Brochure www.physio-control.com/ServicePlans/
Notes	
Service plan customers receive 15% discount on Accessories and Disposables. LP15 UNIT IS PRORATED FOR FIRST PORTION.	

Product	Start Date	End Date	Qty	Term List Price	Disc %	Annual Net Price Per Unit	Term Net Price Per Unit	Extended Term Net Price
LP15-OSPMSIRP-1	06/01/2018	10/11/2018	1	1,548.00	5.00	1,470.60	533.69	533.69 *
LP15-OSPMSIRP-3	10/12/2018	10/11/2021	1	4,644.00	5.00	1,470.60	4,411.80	4,411.80
LP1000-OSPM-3	06/01/2018	10/11/2021	11	1,188.00	5.00	376.20	1,128.60	12,414.60

* Denotes Proration
Product Descriptions provided below signature line.

Subtotal	USD 17,360.09
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00
Grand Total	USD 17,360.09
Pricing Summary Totals	
List Price Total	USD 18,323.09
Total Discount	USD -963.00
Estimated Tax + S&H	USD 0.00

Tax will be calculated at time of invoice and is based on the Ship To location where product will be shipped.

GRAND TOTAL FOR THIS QUOTE
USD 17,360.09

Quote Number
00125780

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Page 1

Please provide a company issued Purchase Order that includes Billing and Shipping Address.
PO must reference payment terms of Net 30 days.

- OR -

Required information if no Purchase Order is provided

Billing Address <input type="checkbox"/> same as address on quote	Shipping Address <input type="checkbox"/> same as Billing Address
Account Name	Account Name
Address	Address
City	City
State	State
Zip Code	Zip Code
Accounts Payable Contact Information	
Accounts Payable Contact	Accounts Payable Phone Number
Accounts Payable Email	Customer is Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No
Authorized Customer Signature	
Name	Signature
Title	Date

Optional information:

Special Ship to Address
Comments

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity
To update any customer information, please complete form at www.physio-control.com/account/

Reference Number NS/00558202/153853/00125780

Product	Product Description
LP15-OSPMSIRP-1	LIFEPAK 15 Service - 1 YEAR. On-site Preventative Maintenance; Ship in Repair Plus. On Site PM; Ship In Repair Plus Coverage for LIFEPAK® 15 Includes: -Preventive Maintenance inspections performed at customer’s location by a Physio-Control Technical Specialist; Repairs performed at nearest available Physio-Control Service Center -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance inspections including quality assurance documentation -Discounts on accessories, disposables, and upgrades -Updates to the latest software version -Preconfigured loaner device provided if needed -Battery Replacement Service
LP15-OSPMSIRP-3	LIFEPAK 15 Service - 3 YEAR. On-site Preventative Maintenance; Ship in Repair Plus. On Site PM; Ship In Repair Plus Coverage for LIFEPAK® 15 Includes: -Preventive Maintenance inspections performed at customer’s location by a Physio-Control Technical Specialist; Repairs performed at nearest available Physio-Control Service Center -Parts and labor necessary to restore device to original specifications -Annual Preventive Maintenance inspections including quality assurance documentation

Quote Number
00125780

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	<ul style="list-style-type: none">-Discounts on accessories, disposables, and upgrades-Updates to the latest software version-Preconfigured loaner device provided if needed-Battery Replacement Service
LP1000-OSPM-3	<p>LIFEPAK 1000 Service - 3 YEAR.</p> <p>On-site Preventative Maintenance. On-Site Preventive Maintenance Coverage for LIFEPAK® 1000</p> <p>Includes:</p> <ul style="list-style-type: none">-Services performed at customer’s location by a Physio-Control Technical Specialist-Annual Preventive Maintenance and inspections including quality assurance documentation-Discounts on accessories and disposables-Updates to the latest software version-Preconfigured loaner device provided if needed-Battery Replacement Service-Replacement of adult electrodes at scheduled time of service due to expiration or failure.

Service Plan Summary
List of covered equipment by location will be provided upon Customer’s signature of this quote.

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy

of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Service Plans.

In addition to the General Terms above, the following terms apply to all Physio Service Plans.

Service Plans. Physio shall provide services according to the applicable Service Plan purchased by Buyer and described at <http://www.physio-control.com/ServicePrograms.aspx> for the length of the subscription purchased and for the devices specified as covered by the Service Plan ("Covered Equipment").

Pricing. If the number or configuration of Covered Equipment changes during the Service Plan subscription, pricing shall be pro-rated accordingly. For Preventative Maintenance, Inspection Only, Comprehensive, and Repair & Inspect Service Plans, Buyer is responsible to pay for preventative maintenance and inspections that have been performed since the last anniversary of the subscription start date and such services shall not be pro-rated.

Device Inspection Before Acceptance. All devices that are not covered under Physio's Limited Warranty or a current Service Plan must be inspected and repaired (if necessary) to meet specifications at then-current list prices prior to being covered under a Service Plan.

Unavailability of Covered Equipment. If Covered Equipment is not made available at a scheduled service visit, Buyer is responsible to reschedule with the Physio Service Technician, or ship-in the Equipment to a Physio service depot. Physio reserves the right to charge Buyer a surcharge for a return visit. Surcharges will be based on then-current Physio list price of desired services, less 10% for labor and 15% for parts, plus applicable travel costs. The return visit surcharge will be in addition to the subscription price of the Service Plan. To avoid the surcharge, Buyer may ship devices to a Physio service depot. Buyer shall be responsible for round-trip freight for ship-in service.

Unscheduled or Uncovered Services. If Buyer requests services to be performed on Covered Equipment which are not covered by a Service Plan, or are outside of designated Services frequency or hours, Physio-Control will charge Buyer for such services at 10% off Physio-Control's standard rates (including overtime, if appropriate) and applicable travel charges. Repair parts required for such repairs will be made available at 15% off the then-current list price.

Loaners. If Covered Equipment must be removed from service to complete repairs, Physio will provide Buyer with a loaner device, if one is available. Buyer assumes complete responsibility for the loaner and shall return the loaner to Physio in the same condition as received, normal wear and tear exempted, upon the earlier of the return of the removed Covered Equipment or Physio's request.

Cancellation. Buyer may cancel a Service Plan upon sixty (60) days' written notice to Physio. In the event of such cancellation, Buyer shall be responsible for the portion of the designated price which corresponds to the portion of the Service Plan subscription prior to the effective date of termination and the list-price cost of any preventative maintenance, inspections, or repairs rendered after the last anniversary date of the subscription start date.

No Solicitation. During the Service Plan subscription and for one (1) year following its expiration Buyer agrees to not to actively and intentionally solicit anyone who is employed by Physio to provide services such as those described in the Service Plan.

Quote Number
00125780

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Page 4

RESOLUTION 2018-165

WHEREAS, the Grand Island Fire Department use 7 vital sign monitors and 11 automatic external defibrillators to treat patients with cardiac problems or that are in cardiac arrest; and

WHEREAS, state regulations of Emergency Medical Services mandate that equipment on be maintained according to manufacturer's recommendations; and

WHEREAS, Physio Control's recommendation is their yearly inspection and maintenance program.

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 approve Physio Control of Redmond, Washington three year maintenance contract addendum at a total cost of \$40,299.57 through October 2021.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 8, 2018	☐ City Attorney



City of Grand Island

Tuesday, June 12, 2018

Council Session

Item H-1

Consideration of Request from GSI Engineering, LLC for a Conditional Use Permit to Install and Operate a Remediation System to Address Petroleum Contamination located at 2028 East Highway 30

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

Staff Contact: Craig Lewis



City of Grand Island

Tuesday, June 12, 2018

Council Session

Item I-1

#2018-166 - Consideration of Approving Amendment to the Redevelopment Plan for CRA No. 12 located South of Old Potash Highway and East of Engleman Road (Guarantee Group, LLC)

This item relates to the aforementioned Public Hearing item E-6.

Staff Contact: Chad Nabity

RESOLUTION 2018-166

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 12 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: to construct 80 single family homes and all necessary sitework and public infrastructure along with eligible planning expenses and fees associated with the redevelopment project. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form	▣ _____
June 8, 2018	▣ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 1e in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
 - c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, June 12, 2018

Council Session

Item I-2

**#2018-167 - Consideration of Approving Agreement with BKD,
LLP for Audit Services**

Staff Contact: William Clingman, Interim Finance Director

Council Agenda Memo

From: William Clingman, Interim Finance Director

Meeting: June 12, 2018

Subject: Approving Agreement with BKD, LLP for Audit Services

Presenter(s): William Clingman, Interim Finance Director

Background

The firm of Almquist, Maltzahn, Galloway and Luth (AMGL) has been the external auditor for all funds within the City of Grand Island since the audit year of 2008. AMGL also audited the City, with the exception of the Water and Electric funds, for the 2006 and 2007 audit years. The firm of BKD, LLP audited the Electric and Water fund financials for the audit years 2003 to 2007. The current agreement with AMGL ended with the 2017 audit year. Because of this, on March 23, 2018, the City advertised an RFP for Audit Services. On April 25, 2018, this RFP closed and three firms submitted proposals. The evaluation committee met with two finalists for in person presentations.

Discussion

The evaluation committee is recommending the selection of the firm BKD, LLP (BKD) as the external auditors for all City funds for the audit years 2018 to 2020, with the option of continuing with BKD for the 2021 and 2022 audit years. Yearly pricing is shown below and included in their attached engagement letter. The pricing also includes the CRA. In the past, the CRA was provided with a separate report, but after discussions with the CRA board, the CRA audit will be combined with the overall City audit. The primary change will be the inclusion of what was a separate CRA MD&A section in the total City audit report. This will also provide the CRA with a savings in how much they pay for their audit to be performed.

While BKD was the lowest priced provider, there were two other primary reason they are being recommended for approval.

- BKD utilizes technology that will improve the completion of their audit work prior to and while performing the City audit.
- BKD will offer a fresh perspective for the Finance department and how we approach accounting for City finances. BKD staff will also help fully evaluate all the prepared by client work papers that City Finance Department staff currently

completes on a yearly basis. This will optimize the information we provide to our auditors, no matter who they are, as well as save time for department staff by eliminating any information that is no longer used or can be derived elsewhere in the process.

SUMARY OF PRICING

	2018	2019	2020	2021	2022	5 yr. Total
BKD	\$ 65,500	\$ 67,350	\$ 69,280	\$ 71,260	\$ 73,250	\$ 346,640

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 resolution to establish BKD, LLP as the City audit firm beginning with the 2018 audit year.

Sample Motion

Move to approve the resolution to establish BKD, LLP of Lincoln, Nebraska as the City audit firm beginning with the 2018 audit year in an amount of \$65,500.00.

June 4, 2018

Mr. William Clingman, Interim Finance Director
City of Grand Island
100 East First Street
Grand Island, Nebraska 68801

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide to the City of Grand Island, Nebraska.

ENGAGEMENT OBJECTIVES AND SCOPE

We will audit the basic financial statements of the City of Grand Island, Nebraska as of and for the year ended September 30, 2018, and the related notes to the financial statements.

Our audit will be conducted with the objectives of:

- ✓ Expressing an opinion on the financial statements.
- ✓ Issuing a report on your compliance based on the audit of your financial statements.
- ✓ Issuing a report on your internal control over financial reporting based on the audit of your financial statements.
- ✓ Expressing an opinion on your compliance, in all material respects, with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* that are applicable to each of your major federal award programs.
- ✓ Issuing a report on your internal control over compliance based on the audit of your compliance with the types of compliance requirements that are applicable to each of your major federal award programs.
- ✓ Issuing a report on your schedule of expenditures of federal awards.

OUR RESPONSIBILITIES

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and *Title 2 U.S. Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we plan and perform:

- ✓ The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error.
- ✓ The audit of compliance with the types of compliance requirements described in the *OMB Compliance Supplement* applicable to each major federal award program to obtain reasonable rather than absolute assurance about whether noncompliance having a direct and material effect on a major federal award program occurred.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error or fraud. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance having a direct and material effect may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Also, in the future, procedures could become inadequate because of changes in conditions or deterioration in design or operation. Two or more people may also circumvent controls, or management may override the system.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate letter to be signed by you and BKD.

Amy Shreck, director, will oversee and coordinate the engagement. Chris Lindner, partner is responsible for supervising the engagement team and authorizing the signing of the report or reports.

We will issue a written report upon completion of our audit of the City of Grand Island, Nebraska's financial statements. Our report will be addressed to the City Council of the City of Grand Island, Nebraska. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph(s), or withdraw from the engagement. If we discover conditions that may prohibit us from issuing a standard report, we will notify you as well. In such circumstances, further arrangements may be necessary to continue our engagement.

We will also express an opinion on whether the combining financial statements and the schedule of expenditures of federal awards (“supplementary information”) is fairly stated, in all material respects, in relation to the financial statements as a whole.

YOUR RESPONSIBILITIES

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- c. for identifying and ensuring compliance with the laws, regulations, contracts and grants applicable to your activities, including your federal award programs; and
- d. to provide us with
 - i. access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - ii. additional information that we may request from management for the purpose of the audit; and
 - iii. unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management written confirmation acknowledging certain responsibilities outlined in this engagement letter and confirming:

- The availability of this information
- Certain representations made during the audits for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures or other engagements that satisfy relevant legal, regulatory or contractual requirements or fully meet other reasonable user needs.

With regard to supplementary information:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

OTHER SERVICES

We will provide you with the following nonattest services:

- We will prepare a draft of the financial statements and related notes, for your review and approval prior to the completion of our engagement. We will not make management decisions, however, regarding the form and content of the financial statements. Management is responsible for the fair presentation of the financial statements and related notes.

In addition, we may perform other services for you not covered by this engagement letter. You agree to assume full responsibility for the substantive outcomes of the services described above and for any other services that we may provide, including any findings that may result. You also acknowledge that those services are adequate for your purposes and that you will establish and monitor the performance of those services to ensure that they meet management's objectives. Any and all decisions involving management responsibilities related to those services will be made by you, and you accept full responsibility for such decisions. We understand that you will designate a management-level individual to be responsible and accountable for overseeing the performance of those services, and that you will have determined this individual is qualified to conduct such oversight.

ENGAGEMENT FEES

In accordance with our 2018 audit proposal, our fees for the 2018 audit will be \$65,500, which includes travel costs and an administrative fee of 4% to cover items such as copies, postage, and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items.

Our above fee includes testing for three major federal programs, under the *OMB Compliance Supplement*. If additional federal programs require testing as major programs, our fees for this testing would be defined by the program requiring the audit. We have estimated that our pricing for additional major programs will be billed at \$6,500 per program. We will discuss any such major program determination with you prior to us beginning testing on additional major programs.

Our estimate of fees does not include any time that may be required to address a restatement of the previously audited financial statements. Accordingly, any such work will be billed based on the standard hourly rates included in our 2018 audit proposal.

Our fees are based upon the understanding that your personnel will be available to assist us. Assistance from your personnel is expected to include:

- Preparing audit schedules to support all significant balance sheet and certain other accounts
- Responding to auditor inquiries
- Preparing confirmation and other letters
- Pulling selected invoices and other documents from files
- Helping to resolve any differences or exceptions noted

We will provide you with a detailed list of assistance and schedules required and the date such assistance and schedules are to be provided before the audit begins. All schedules should be provided in electronic form unless indicated otherwise.

Our timely completion of the audit depends on your timely and accurate schedule and analyses preparation and on the availability of your personnel to provide other assistance. If there are inaccuracies or delays in preparing this material, or if we experience other assistance difficulties that add a significant amount of time to our work, our fees will increase.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. We will issue progress billings during the course of our engagement, and payment of our invoices is due upon receipt. Interest will be charged on any unpaid balance after 30 days at the rate of 10% per annum.

Our engagement fee does not include any time for post-engagement consultation with your personnel or third parties, consent letters and related procedures for the use of our reports in offering documents, inquiries from regulators or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

Our fees may also increase if our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards.

If our invoices for this or any other engagement you may have with BKD are not paid within 30 days, we may suspend or terminate our services for this or any other engagement. In the event our work is suspended or terminated as a result of nonpayment, you agree we will not be responsible for any consequences to you.

OTHER ENGAGEMENT MATTERS AND LIMITATIONS

BKD is not acting as your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, BKD is not recommending any action to you and does not owe you a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such information or communications with any and all internal or external advisors and experts you deem appropriate before acting on any such information or material provided by BKD.

Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. We can be compelled to provide information under legal process. In addition, we may be requested by regulatory or enforcement bodies to make certain workpapers available to them pursuant to authority granted by law or regulation. You agree that we have no legal responsibility to you in the event we provide such documents or information.

You agree to indemnify and hold harmless BKD and its personnel from any claims, liabilities, costs and expenses relating to our services under this agreement attributable to false or incomplete representations by management, except to the extent determined to have resulted from the intentional or deliberate misconduct of BKD personnel.

You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

Either of us may terminate these services at any time. Both of us must agree, in writing, to any future modifications or extensions. If services are terminated, you agree to pay us for time expended to date, as well as an administrative fee of 4% to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as computer processing, software licensing, research and library databases and similar expense items.

If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected and all other provisions remain in full force and effect.

This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on heirs, successors and assigns of you and BKD.

We may from time to time utilize third-party service providers, *e.g.*, domestic software processors or legal counsel, or disclose confidential information about you to third-party service providers in serving your account. We remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information. In the event we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider.

We will, at our discretion or upon your request, deliver financial or other confidential information to you electronically via email or other mechanism. You recognize and accept the risk involved, particularly in email delivery as the Internet is not necessarily a secure medium of communication as messages can be intercepted and read by those determined to do so.

You agree you will not modify these documents for internal use or for distribution to third parties. You also understand that we may on occasion send you documents marked as draft and understand that those are for your review purpose only, should not be distributed in any way and should be destroyed as soon as possible.

If you intend to include these financial statements and our report in an offering document at some future date, you agree to seek our permission to do so at that time. You agree to provide reasonable notice to allow sufficient time for us to perform certain additional procedures. Any time you intend to publish or otherwise reproduce these financial statements and our report and make reference to our firm name in any manner in connection therewith, you agree to provide us with printers' proofs or masters for our review and approval before printing or other reproduction. You will also provide us with a copy of the final reproduced material for our approval before it is distributed. Our fees for such services are in addition to those discussed elsewhere in this letter.

You agree to notify us if you desire to place these financial statements or our report thereon along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that we have no responsibility as auditors to review information contained in electronic sites.

Any time you intend to reference our firm name in any manner in any published materials, including on an electronic site, you agree to provide us with draft materials for our review and approval before publishing or posting such information.

BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, unlike the partners in a general partnership, the partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, including by way of indemnification, contribution, assessment or otherwise, for any debts, obligations or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract or otherwise.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report accompanies this letter.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities. If the signed copy you return to us is in electronic form, you agree that such copy shall be legally treated as a “duplicate original” of this agreement.

BKD, LLP

Acknowledged and agreed to on behalf of

CITY OF GRAND ISLAND, NEBRASKA

BY _____

DATE _____

Report on the Firm's System of Quality Control

To the Partners of
BKD, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of BKD, LLP (the firm) applicable to engagements not subject to PCAOB inspection in effect for the year ended May 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, an audit of carrying broker-dealers, and examinations of service organizations [SOC 1 and SOC 2 engagements].

As part of our peer review, we considered reviews by regulatory entities as communicated to the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of BKD, LLP applicable to engagements not subject to PCAOB inspection in effect for the year ended May 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. BKD, LLP has received a peer review rating of *pass*.



Baton Rouge, Louisiana
October 6, 2017



It's a pleasure to meet you.

BKD is a national CPA and advisory firm that can help you reach your goals. Our trusted advisors offer strong expertise in multiple industries for clients across the country and beyond.

A mission that matters.

BKD will always strive for excellence in providing services to clients, create rewarding career opportunities and maintain sound professional, business and financial standards.

BKD in a nutshell.

CLIENTS: Closely held businesses, publicly traded companies, governmental entities, not-for-profit organizations and individuals

TOTAL PERSONNEL: Approximately 2,650

FY 2017 REVENUES: \$564 million

FOUNDED: 1923

What makes a trusted advisor?

A trusted advisor is as much about character as it is expertise. These are the values that define us:

- A passion for helping, learning and improving
- Respect for each other and those we serve
- Integrity to do the right thing—no matter what
- Discipline to get it right the first time
- A no-holds-barred standard of excellence

BKD
CPAs & Advisors

bkd.com

BKD GOVERNMENT INDUSTRY EXPERTISE

EXPERIENCED PROFESSIONALS



Chris J. Lindner, CPA, CGFM – Partner

Chris, a member of BKD National Governmental Group, has more than 12 years of experience in public accounting, specializing in providing audit and consulting services to commercial, governmental and utility entities. He serves on the BKD Center of Excellence for Government, an internal committee of governmental leaders across the firm who discuss a variety of issues important to the public sector.

He is a member of the American Institute of CPAs and Nebraska Society of Certified Public Accountants where he chairs the State & Local Governmental Accounting & Auditing Committee. He also is involved with Leadership Lincoln, League of Nebraska Municipalities, Government Finance Officers Association (GFOA) and American Public Power Association (APPA).

Chris is a *summa cum laude* graduate of Peru State College, Nebraska, with a B.S. degree in business administration.



Amy K. Shreck, CPA – Director

Amy is a member of BKD National Governmental Group and has more than 12 years of experience working with governmental entities, not-for-profits and higher education institutions. She serves on the BKD Center of Excellence for Government, an internal committee of governmental leaders across the firm who discuss a variety of issues important to the public sector.

She recently completed a two-year term as a practice fellow with the Governmental Accounting Standards Board (GASB) at its headquarters, where she helped to formulate standards and assisted with technical inquiries. Amy's experience at GASB allows her to help clients better understand GASB standards and the thought process behind the standards.

Amy is a graduate with highest distinction of University of Nebraska-Lincoln with a B.S. degree in business administration and an M.P.A. degree.

LOCAL EXPERTISE

In addition to our national experience and resources, BKD's Nebraska practice serves has a local team of advisors dedicated to serving clients in the government industry. Members of our local government team meet on a monthly basis to discuss issues impacting this highly-specialized industry and attend annual government training and continuing professional education courses. In addition, our Nebraska government team hosts complimentary seminars specific to the governmental industry.

Our Nebraska government team serves a variety of clients across the state, including:

Airport Authority of the City of Lincoln
City of Beatrice
City of Bellevue
City of Fremont
City of LaVista

City of Lincoln
City of Nebraska City
City of Omaha
City of Ralston
Douglas County

Lincoln Electric System
NMPP Energy
Norris Public Power District
Public Power Generation Agency

THOUGHT LEADERSHIP

Our advisors are serious about reinforcing their positions as thought leaders in the governmental industry. To help keep our clients informed about emerging issues, as well as changes in regulations and accounting and tax methods, we provide award-winning BKD Thoughtware webinars, seminars, podcasts and articles. Many of these are eligible for continuing professional education (CPE) credit.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
AUDIT SERVICES**

RFP DUE DATE: April 26, 2018 at 4:00 p.m.

DEPARTMENT: Finance

PUBLICATION DATE: March 23, 2018

NO. POTENTIAL BIDDERS: 2

SUMMARY OF PROPOSALS RECEIVED

Almquist, Maltzahn, Galloway & Luth
Grand Island, NE

BKD
Lincoln, NE

RSM
Kansas City, MO

cc: Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

William Clingman, Interim Finance Director

P2043

RESOLUTION 2018-167

WHEREAS, the Finance Department oversees the work conducted by the external auditors; and

WHEREAS, the current contract for audit services ended with the 2017 audit; and

WHEREAS, the City of Grand Island issued a request for proposals for audit services on March 23, 2018; and

WHEREAS, the selected audit firm is BKD, LLP of Lincoln, Nebraska; and

WHEREAS, the contract will run from 2018 to 2020, with the option to extend into 2021 and 2022; and

WHEREAS, the proposed agreement has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that BKD, LLP of Lincoln, Nebraska is approved as the external auditors for the years of 2018 to 2020, with the option to extend until 2022 and at a total five year cost of \$346,640.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
June 8, 2018	▣ City Attorney



City of Grand Island

Tuesday, June 12, 2018

Council Session

Item I-3

#2018-168 - Consideration of Approving Bid Award for Edith Abbott Memorial Library Renovation

Staff Contact: Steve Fosselman

Council Agenda Memo

From: Steve Fosselman, Library Director

Meeting: June 12, 2018

Subject: Consideration of Approving Bid Award for Edith Abbott Memorial Library Renovation

Presenter(s): Steve Fosselman, Library Director and Alan Lepler, President, Library Board of Trustees

Background

After a decade of planning in response to changing community needs for library services, preliminary plans for non-city-tax supported public library renovations were presented at the January 17, 2017 City Council study session. At that time, information was provided about funding through a donation from the Myrtle Grimminger estate in the library's 295 Special Projects fund, Grand Island Public Library Foundation fundraising and grants obtained.

Through subsequent City Council approval of a contract with The Clark Enersen Partners, architectural design services were completed based on the following goals:

- Improvements to parking and plaza for easier and safer access with the elimination of through traffic in the entrance area, enhancement of public art civic space, repurposing general seating with creation of an outdoor youth discovery area with a literacy emphasis, and extension of our entrance out into the plaza
- Improvements to meeting and study spaces with lobby repurposed for “meet-ups” and meeting reception/programming, improved technologies in our existing meeting room, adapting a portion of our meeting room for periodic grade-school STEAM (Science, Technology, Engineering, Art and Math) learning, a new videoconference room on the north side of the lobby, and two new test proctoring rooms on the east side of the library
- Improvements for teens and lifelong learners through the creation of a Community Makerspace with high tech equipment such as 3D printer for STEAM learning, a Digital Media Lab that can be used for small group meetings, and an updated teen space with its own small group Teen Teamwork Room

Bid specifications were publicly released in November 2017. All bids exceeded the library's estimate and after several changes the project was rebid in April 2018.

Discussion

Following the May 15, 2018 bid opening and a review of all submitted bids, the Library recommends awarding the construction agreement to Cheever Construction of Lincoln, Nebraska in the amount of \$1,122,400.00 consisting of a base bid of \$1,087,000.00 and \$35,400.00 for Alternate 1 (additional carpeting), which constitutes the lowest bid for this project.

Funding for this construction contract comes from the library's 295 Special Projects fund through a donation from the Myrtle Grimminger estate, grants obtained, and a financial participation agreement between the City of Grand Island and the Grand Island Public Library Foundation. Of the \$1,122,400.00 construction contract, \$622,400.00 is through the Grimminger estate and \$500,000 through the Library Foundation. Beyond the construction contract, this agreement ensures that the Library Foundation finances all costs associated with change orders and procurement of specified furnishings and equipment that are not provided by the Grimminger estate funds and grant funds received by the City.

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 with Cheever Construction, Lincoln, NE.

Sample Motion

Move to approve the contract with Cheever Construction, Lincoln, NE in the amount of \$1,122,400.00 for construction of public library renovations.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: May 15, 2018 at 2:00 p.m.
FOR: Edith Abbott Library Renovation
DEPARTMENT: Library
ESTIMATE: \$1,300,000.00
FUND/ACCOUNT: 29555001-85042
PUBLICATION DATE: April 17, 2018
NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Mid Plains Construction Co.</u> Grand Island, NE	<u>Duncan Theis Construction, Inc.</u> Kearney, NE
Bid Security:	Universal Surety Co.	Old Republic Surety
Exceptions:	None	None

Bid Price:	\$1,189,800.00	\$1,262,460.00
Alternate 1:	\$ 42,900.00	\$ 38,107.00

Bidder:	<u>Cheever Construction</u> Lincoln, NE
Bid Security:	University Surety Co.
Exceptions:	None

Bid Price:	\$1,087,000.00
Alternate 1:	\$ 35,400.00

cc: Steve Fosselman, Library Director
William Clingman, Assistant Finance Director

Marlan Ferguson, City Administrator
Stacy Nonhof, Purchasing Agent

P2049

R E S O L U T I O N 2018-168

WHEREAS, the Grand Island Public Library has completed designs for a renovation to Edith Abbott Memorial Library, 211 North Washington Street; 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 library renovation can be constructed by Cheever Construction of Lincoln, Nebraska, for a cost of \$1,122,400.00 consisting of a base bid of \$1,087,000.00 and \$35,400.00 for Alternate 1, which constitutes the lowest bid for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the construction agreement of renovation to the Edith Abbott Memorial Library in the total amount of \$1,122,400.00 from Cheever Construction Company of Lincoln, Nebraska is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 8, 2018	☐ City Attorney



City of Grand Island

Tuesday, June 12, 2018

Council Session

Item I-4

**#2018-169 - Consideration of Appointment of Patrick Brown for
Finance Director/City Treasurer**

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Mayor Jeremy Jensen

Meeting: June 12, 2018

Subject: Appointment of Patrick Brown as Finance Director/City Treasurer

Presenter(s): Mayor Jeremy Jensen

Background

The search for a new Finance Director/City Treasurer began in February of 2018. During this time, Billy Clingman has served as the Interim Finance Director/City Treasurer during the search. The recruitment process was conducted by the City's Human Resources Department. The selection process included involvement from various City Staff, a City Council member, the Interim Finance Director and the City Administrator.

Under Neb. Rev. Stat., §16-308 and Grand Island City Code, §2-30, the office of, Finance Director/City Treasurer for the City of Grand Island, Nebraska, is an appointed position. The position is appointed by the Mayor and approved by the Council and serves through the Mayor's term.

Discussion

I am pleased to present Patrick Brown as my choice for appointment to the Finance Director/City Treasurer position.

Brown most recently served as an auditor for Revenue Recovery Group since 2017. His responsibilities included managing a caseload of 25-30 audits for different municipalities sales, use, lodging, admissions, OPT and other taxes/fees.

Prior to serving as an auditor, Brown was a revenue and licensing officer for the City of Boulder, CO., a deputy director of finance/revenue manager for the City of Centennial, CO., a revenue manager for the City of Arvada, CO., and a tax auditor supervisor for the State of Arkansas. At the City of Boulder, Brown managed the licensing and tax audit staff, worked with senior management on strategic direction of the city and was involved with various tax code changes, regulations, and interpretations. When managing at the City of Centennial, Brown was responsible for all city revenue sources, including

sales/tax use administration and audit, establishing short and long-range priorities and preparing revenue budgets.

Brown earned a bachelor's degree in business administration – management from Kansas State University.

As the finance director, Brown will oversee Information Technology and the Finance divisions. In addition, he will serve as a liaison between the city and various community boards, will be in charge of the day-to-day operations of the city's finances, and will lead the budget process.

Brown will have a starting salary of \$104,539.35 annually and is anticipated to start on July 16, 2018.

Patrick will bring a wealth of knowledge and experience to our team that will complement our current efforts of refocusing on long-range financial planning. We are very fortunate to have this opportunity, and I believe his leadership will position us for the accelerating growth I expect Grand Island to experience over the next decade.

Finally, I would also like to express my appreciation to Billy Clingman for continuing to represent the City Of Grand Island as the Interim Finance Director/City Treasurer during the candidate search.

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

I recommend the approval of Patrick Brown as the Finance Director/City Treasurer.

Sample Motion

Move to approve Patrick Brown as the Finance Director/City Treasurer.

RESOLUTION 2018-169

WHEREAS, under Neb. Rev. Stat., §16-308, the office of Finance Director/City Treasurer, for the City of Grand Island, Nebraska, is an appointed position; and

WHEREAS, under Grand Island City Code, §2-30, the office of Finance Director/City Treasurer, for the City of Grand Island, Nebraska, is an appointed position; and

WHEREAS, the Mayor, with the approval of the City Council, may appoint the position of Finance Director/City Treasurer; and

WHEREAS, this position appointed by the Mayor and confirmed by the City Council shall hold the position to which they may be appointed until the end of the Mayor's term of office; and

WHEREAS, Patrick Brown has accepted the offer and is prepared to start work on July 16, 2018 at Step 5 of the Finance Director/City Treasurer salary table of \$104,539.35.

WHEREAS, this position appointed by the Mayor may be removed at any time by the Mayor with approval of a majority of the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Patrick Brown is hereby duly appointed the Finance Director/City Treasurer for the City of Grand Island, Nebraska, until the end of the Mayor's term of office.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 8, 2018	☐ City Attorney



City of Grand Island

Tuesday, June 12, 2018

Council Session

Item I-5

#2018-170 - Consideration of Approving FY 2019 Balanced Budget

Staff Contact: Marlan Ferguson

Council Agenda Memo

From: Marlan Ferguson, City Administrator

Meeting: June 12, 2018

Subject: Fiscal Year 2019 Balanced Budget

Presenter(s): Marlan Ferguson, City Administrator

Background

During the budget process for the 2017 Fiscal Year Budget much discussion was held concerning future budgets and sustainability. The Mayor and City Council had a desire to have a balanced budget for Fiscal Year 2018. A balanced budget was the result of the concern of sustainability of the City's general fund. Expenditures were increasing at a faster rate than the revenues, thereby reducing the reserves to an unacceptable level. This is the result of a number of events, including becoming an MSA community which caused salaries to increase substantially by way of comparing to a different array of Cities. At the same time the City made the decision, after a recommendation from a Public Safety Study completed by the ICMA, to increase the number of police officers and support staff in the police department by 17 FTE since 2012.

The City Administration presented a balanced budget for 2018, which resulted in some reduction of staff and reduction of services. Additionally an increase in property taxes and an addition of a wheel tax were approved to offset some of the reduction in expenses.

As the City Administration prepared for the FY 2019 budget the first 6 months of revenues and expenses for 2018 were considered. It was determined that a base budget matching the 2018 budget plus a 2% increase by department would be allowed and would maintain a balanced budget. This balanced budget guideline has been given to the Department Directors as they prepare their FY 2019 budget.

It is imperative that the City Council supports a balanced budget prior to the forthcoming City Council budget sessions. Therefore a resolution has been submitted for the Council's consideration.

Discussion

In order to maintain sustainability of the General Fund budget there needs to be budget guidelines for the Departments to abide by as they prepare their budgets. City

Administration has prepared a resolution asking the City Council to support a balanced budget.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve and adopt the resolution.

Sample Motion

Move to approve Resolution #2018-170.



General Fund Projection

	2018 Projected	2019	2020	2021	2022	Comments
Beginning Cash	9,476,562	10,840,990	11,151,048	10,725,038	9,478,619	
Revenue	39,321,200	41,049,627	41,870,619	42,708,032	43,562,192	Assumes a 2% increase each year, with most of Debt Service property tax coming to the General Fund in 2019
Transfers In	67,750	-	-	-	-	
Total Revenue	39,388,950	41,049,627	41,870,619	42,708,032	43,562,192	
Personnel Services	27,854,710	28,549,890	30,120,134	31,776,741	33,524,462	Assumes a 5.5% increase from 2020-2022
Operating Expense	6,509,510	7,034,174	7,034,174	7,034,174	7,034,174	No increases
Transfers Out	1,935,000	4,435,000	4,435,000	4,435,000	4,435,000	To Equipment, Cap. Proj., Econ. Dev., Com. Dev. and Transit funds
Department Equipment	997,241	-	-	-	-	
Debt Pymts	728,062	720,505	707,321	708,535	697,475	For HEC payment and Fire Equipment
Total Appropriations	38,024,523	40,739,569	42,296,629	43,954,451	45,691,111	
Ending Cash	10,840,990	11,151,048	10,725,038	9,478,619	7,349,700	

RESOLUTION 2018-170

WHEREAS, the 2016-2017 budget process resulted in much discussion and concern in regards to future budgets and sustainability; and

WHEREAS, the City Council requested the preparation of a balanced budget for the 2017-2018 budget year; and

WHEREAS, the City Council did adopt a balanced budget for 2017-2018 budget year at the September 12, 2017 meeting; and

WHEREAS, the balanced budget required a reduction of staff and services and additional tax and other revenues, which were incorporated into the 2017-2018 budget; and

WHEREAS, the City Council desires that city administration present a balanced budget for 2018-2019 for council consideration; and

WHEREAS, a budget increase limited to not more than 2% over the current budget appropriations will be required in order to accomplish a balanced budget for 2018-2019.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that general fund budgets adopted for the 2018-2019 and subsequent budget years will balance with current revenues and cash forward greater than or equal to total appropriations.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, June 12, 2018

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
June 8, 2018	☐ City Attorney



City of Grand Island

Tuesday, June 12, 2018

Council Session

Item J-1

Approving Payment of Claims for the Period of May 23, 2018 through June 12, 2018

*The Claims for the period of May 23, 2018 through June 12, 2018 for a total amount of \$6,315,508.50.
A MOTION is in order.*

Staff Contact: William Clingman