
City of Grand Island



Tuesday, October 23, 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 - Father Jim Golka, St. Mary's Cathedral, 204 South Cedar Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, October 23, 2018

Council Session

Item D-1

#2018-BE-7 - Consideration of Determining Benefits for Lots One (1) and Two (2) in new Subdivided Carey Subdivision in Water Main District 430T - Stuhr Road and Bismark

Council action will take place under Consent Agenda item G-7.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: October 23, 2018

Subject: Water Main District 430T – Stuhr Road & Bismark Road

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main District 430T was originally created in 2000 for installation of municipal water mains along Stuhr Road between Swift Road and Bismark Road, and along Bismark Road from Stuhr Road to Cherry Street. The work was completed and the Council sat as a Board of Equalization in November 2000, to establish the fees for each property within the district's boundary. The district was done as a connection fee (tap) district where as customers are not charged for the cost of the main until the "tap" the main for service.

Discussion

The original connection fees for District 430T adjacent to residential properties were based on an equivalent cost of installing a six inch diameter water main, being \$0.085621 per square foot.

At the time Water Main District 430T was completed, Lot One (1), Bohnart Subdivision was within the district's boundary. The original established connection fee for Lot One (1) was \$17,518.12.

Lot One (1) has recently been re-subdivided as Lot One (1) and Lot Two (2) Carey Subdivision. It is recommended the connection fee be proportionally split between the current two lots with new connection fees as listed below:

Description	Square Foot	Connection Fee
Lot 1, Carey Subdivision	127,160.74	\$10,887.63
Lot 2, Carey Subdivision	77,440.00	\$ 6,630.49
Total		\$17,518.12

Attached for reference are:

- Water Main District 430T boundary plat

- Resolution 2000-BE-8 indicating the district's original connection fees
- Carey Subdivision plat

Alternatives

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

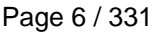
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council sit as a Board of Equalization and establish the connection fees for the properties within Carey Subdivision in the City of Grand Island, Nebraska.

Sample Motion

Move to sit as a Board of Equalization to establish the connection fees for Lot One (1) and Lot Two (2) Carey Subdivision within Water Main District 430T.



RESOLUTION 2000-BE-8

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Water Main District 430T, after due notice having been given thereof, that we find and adjudge:

That the cost for construction of such Water Main District 430T is \$299,342.59; and

That the connection fees set out below are based on an equivalent cost of installing an 8" diameter water main in non-residential areas, and on an equivalent cost of installing a 6" water main adjacent to residential properties; the total sum of such connection costs is set at \$153,352.39; and

According to the area of the respective lots, tracts, and real estate within such Water Main District No. 430T, such benefits are the sums set opposite the several descriptions as follows:

<u>Name</u>	<u>Description</u>	<u>Connection Fee</u>
City of Grand Island Utility Department	Part of the SE¼ of Section 15-11-9; more particularly described as follows: Beginning at the intersection of the southerly line of Lot Seventy Two (72), Industrial Addition and the westerly right-of-way line of Stuhr Road; thence southerly along the westerly line of said Stuhr Road to a point on the northerly line of the SE¼, SE¼ of Section 15-11-9; thence westerly along the northerly line of the SE¼, SE¼ of said Section 15, to a point two hundred sixty (260.0) feet west of the easterly line of said Section 15; thence northerly, parallel with the westerly right-of-way line of said Stuhr Road, to a point on the southerly line of said Lot Seventy Two (72) Industrial Addition; thence southeasterly, along the southerly line of said Lot Seventy Two (72) Industrial Addition to the point of beginning.	\$12,186.79
City of Grand Island Utility Department	Lot Seventy Two (72), Industrial Addition	10,103.54
City of Grand Island Utility Department	Lot Seventy Six (76), Industrial Addition	3,017.79
City of Grand Island Utility Department	Lot One Hundred One (101), Industrial Addition	10,791.81
City of Grand Island Utility Department	Lot Three (3), Industrial Second Addition	17,848.26
City of Grand Island Police Department	Lot One (1), Industrial Second Addition	14,392.53

RESOLUTION 2000-BE-8

O'Neill Family Trust
Hoppe, Inc.

Lot Two (2), Industrial Second Addition

8,424.05

Part of the SE¼ of Section 15-11-9; more particularly described as follows:

7,876.74

Beginning at the northwest corner of Lot One (1) Bohnart Subdivision; thence northerly, parallel with the westerly right-of-way line of Stuhr Road, a distance of three hundred fifty and seven tenths (350.7) feet more or less; thence easterly along the northerly line of the SE¼, SE¼ of Section 15-11-9, a distance of two hundred twenty-seven (227.0) feet to a point on the westerly right-of-way line of said Stuhr Road; thence southerly along the westerly right-of-way line of said Stuhr Road, a distance of three hundred forty nine and six tenths (349.6) feet; thence westerly along the northerly line of said Lot One (1) Bohnart Subdivision and its extension, a distance of two hundred twenty-seven (227.0) feet to the point of beginning.

Leroy A. Meyer and Margaret A. Meyer

Part of the SW¼, SW¼ of Section 14-11-9; more particularly described as follows:

11,541.12

Beginning at a point on the easterly right-of-way line of Stuhr Road, said point being five hundred fifty and thirty seven hundredths (550.37) feet northerly of the intersection of the northerly right-of-way line of Bismark Road and the easterly right-of-way line of Stuhr Road; thence northerly along the easterly right-of-way line of said Stuhr Road, a distance of seven hundred thirty six and sixty three hundredths (736.63) feet to the southwest corner of Lot One Hundred One (101) Industrial Addition; thence easterly along the southerly line of said Lot One Hundred One (101) Industrial Addition, a distance of one hundred fifty eight and one tenth (158.1) feet; thence southerly parallel with the easterly right-of-way line of Stuhr Road, a distance of seven hundred thirty six and sixty three hundredths (736.63) feet; thence westerly parallel with the northerly right-of-way line of said Bismark Road, a distance of one hundred fifty eight and one tenth (158.1) feet to the point of beginning.

Thomas M. Stepp

Part of the SW¼, SW¼ of Section 14-11-9; more particularly described as follows:

5,374.48

Beginning at the intersection of the northerly right-of-way line of Bismark Road and the easterly right-of-way line of Stuhr Road; thence northerly along the easterly right-of-way line of said Stuhr Road, a distance of two hundred one and four tenths (201.4) feet; thence easterly parallel with the northerly right-of-way line of said Bismark Road a distance of two hundred fifty three and eighty seven hundredths (253.87) feet; thence southerly, parallel with the easterly right-of-way line of said Stuhr Road, a distance of forty three and three tenths (43.3) feet; thence easterly parallel with the northerly right-of-way line of said Bismark Road a distance of seventy three and sixty three hundredths (73.63)

RESOLUTION 2000-BE-8

feet; thence southerly, parallel with the easterly right-of-way line of said Stuhr Road, a distance of one hundred fifty eight and one tenth (158.1) feet to a point on the northerly right-of-way line of said Bismark Road; thence westerly, along the northerly right-of-way line of said Bismark Road, a distance of three hundred twenty seven and five tenths (327.5) feet to the point of beginning.

Jimm Ray Helms, Sr.

Part of the SW¼, SW¼ of Section 14-11-9; more particularly described as follows:

3,304.13

Beginning at a point on the easterly right-of-way line of Stuhr Road, said point being two hundred one and four tenths (201.4) feet northerly of the intersection of the northerly right-of-way line of Bismark Road and the easterly right-of-way line of Stuhr Road; thence northerly along the easterly right-of-way line of said Stuhr Road a distance of one hundred seventy (170.0) feet; thence easterly, parallel with the northerly right-of-way line of said Bismark Road, a distance of two hundred twenty seven (227.0) feet; thence southerly parallel with the easterly right-of-way line of said Stuhr Road, a distance of one hundred seventy (170.0) feet; thence westerly parallel with the northerly right-of-way line of said Bismark Road, a distance of two hundred twenty seven (227.0) feet to the point of beginning.

Mitchell J. Kendall

Part of the SW¼, SW¼ of Section 14-11-9; more particularly described as follows:

2,422.67

Beginning at a point on the easterly right-of-way line of Stuhr Road, said point being three hundred seventy one and four tenths (371.4) feet northerly of the intersection of the northerly right-of-way line of Bismark Road and the easterly right-of-way line of Stuhr Road; thence northerly along the easterly right-of-way line of said Stuhr Road a distance of one hundred seventy eight and ninety seven hundredths (178.97) feet; thence easterly, parallel with the northerly right-of-way line of said Bismark Road, a distance of one hundred fifty eight and one tenth (158.1) feet; thence southerly parallel with the easterly right-of-way line of said Stuhr Road, a distance of one hundred seventy eight and ninety seven hundredths (178.97) feet; thence westerly parallel with the northerly right-of-way line of said Bismark Road, a distance of one hundred fifty eight and one tenth (158.1) feet to the point of beginning.

Robert F. Washington and Ruby A. Washington

Lot One (1), Bohnart Subdivision

17,518.12

John J. Ruzicka and Judith R. Ruzicka

Lot Two (2), Bohnart Subdivision

15,925.56

Leo J. Mostek and Laura M. Mostek

The east one hundred sixty-one and eight tenths (161.8) feet of Lot One (1), Valley View Second Subdivision

2,465.89

RESOLUTION 2000-BE-8

Ruby E. Bissel, Trustee	The west sixteen and five tenths (16.5) feet of the northerly one hundred forty three (143.0) of Lot One (1) and all of Lot Two (2) Valley View Second Subdivision	1,010.12
Ruby E. Bissel, Trustee	Lot Three (3), Valley View Second Subdivision	808.09
Ruby E. Bissel, Trustee	Lot One (1), Block Two (2), Valley View Subdivision	1,220.10
Ruby E. Bissel, Trustee	Lot Two (2), Block Two (2), Valley View Subdivision	1,220.10
Clarence W. Werner and Virginia E. Werner	Lot Three (3), Block Two (2), Valley View Subdivision	1,220.10
Donald R. Johnson and Virginia M. Johnson	Lot Four (4), Block Two (2), Valley View Subdivision	1,220.10
Delaine A. Dunagan and Roselan G. Dunagan	Lot Five (5), Block Two (2), Valley View Subdivision	1,220.10
Delaine A. Dunagan and Roselan G. Dunagan	Lot Six (6), Block Two (2), Valley View Subdivision	1,220.10
Rick R. Carney and Diana S. Carney	Lot Seven (7), Block Two (2), Valley View Subdivision	1,220.10
TOTAL		\$153,352.39

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

Adopted by the City Council of the City of Grand Island, Nebraska, on November 6, 2000.


RaNae Edwards, City Clerk

CAREY SUBDIVISION

IN THE CITY OF GRAND ISLAND

HALL COUNTY, NEBRASKA

FINAL PLAT

LEGAL DESCRIPTION

A REPLAT OF ALL OF LOT 1, BOHNART SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 204,533.38 SQUARE FEET OR 4.695 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON July 18th, 2018, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND CONSISTING OF A REPLAT OF ALL OF LOT 1, BOHNART SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

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



DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT WILLIAM R. CAREY AND KRISTINE L. CAREY, HUSBAND AND WIFE, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "CAREY SUBDIVISION" A REPLAT OF ALL OF LOT 1, BOHNART SUBDIVISION, IN THE CITY OF GRAND ISLAND, 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 Grand Island, NEBRASKA, THIS 19 DAY OF July, 2018.

William R. Carey
WILLIAM R. CAREY

Kristine L. Carey
KRISTINE L. CAREY

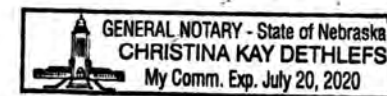
ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF HALL

ON THIS 19 DAY OF July, 2018, BEFORE ME Christina Kay Dethlefs, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED WILLIAM R. CAREY, HUSBAND, 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 Grand Island, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES July 20, 2020

Christina Kay Dethlefs
NOTARY PUBLIC



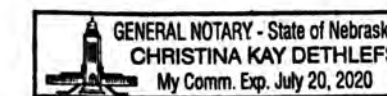
ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF HALL

ON THIS 19 DAY OF July, 2018, BEFORE ME Christina Kay Dethlefs, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED KRISTINE L. CAREY, WIFE, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT Grand Island, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES July 20, 2020

Christina Kay Dethlefs
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.

Patricia Coia
CHAIRPERSON

June 6, 2018
DATE

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS 26th DAY OF June, 2018.

Shirley Jensen
MAYOR

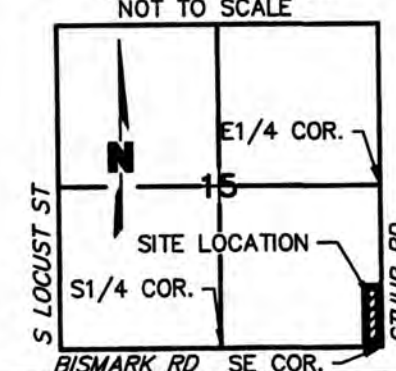
Rae Edwards
CITY CLERK



LEGEND

- SECTION CORNER
- SET CORNER (5/8"x24" REBAR W/CAP)
- FOUND CORNER (1/2" REBAR)
- ▲ CALCULATED CORNER
- PROPERTY LINE
- SECTION LINE
- SUBDIVISION LINE
- NEW PROPERTY LINE
- M MEASURED DISTANCE
- P PLATTED DISTANCE

LOCATION MAP

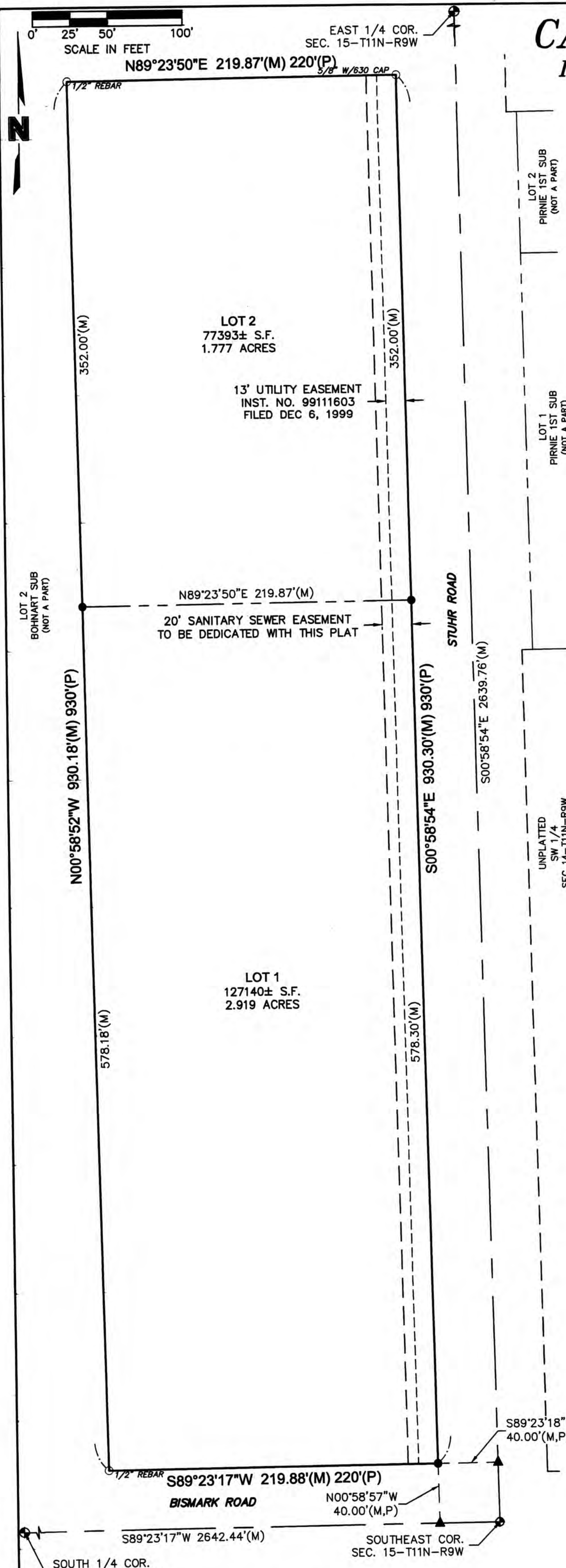


SECTION TIES

EAST 1/4 CORNER, SEC. 15-T11N-R9W
FOUND STEM SURVEY MARKER IN ASPHALT
E 1.00' TO CENTERLINE OF STUHR RD
S 35.10' TO CENTERLINE OF SWIFT RD
SSW 94.20' TO TOP CENTER OF FIRE HYDRANT
ENE 71.75' TO NAIL w/WASHER IN POWER POLE
SW 69.63' TO REDHEAD NAIL IN POWER POLE

SOUTHEAST CORNER, SEC. 15-T11N-R9W
FOUND 1/2" PIPE IN ASPHALT
NW 57.82' TO TOP CENTER OF CONCRETE WITNESS CORNER
NW 46.32' TO TOP CENTER OF FIRE HYDRANT
NW 56.75' TO 5/8" REBAR w/PSC 674
SW 45.94' TO PC NAIL IN POWER POLE

SOUTH 1/4 CORNER, SEC. 15-T11N-R9W
FOUND ALUMINUM CAP IN CONCRETE
S 33.22' TO TOP CENTER OF CONCRETE WITNESS CORNER
N 27.43' TO REDHEAD NAIL IN POWER POLE
N 0.50' TO CENTERLINE OF BISMARK RD
WNW 154.24' TO TOP CENTER OF FIRE HYDRANT



OLSSON ASSOCIATES 201 East 2nd Street P.O. Box 1072 Grand Island, NE 68802-1072 TEL 308.384.8750 FAX 308.384.8752		PROJECT NO. 2018-1424 Bill Carey Survey FB GI 2018-1
OWNERS: WILLIAM R. & KRISTINE L. CAREY SUBDIVIDER: WILLIAM R. & KRISTINE L. CAREY SURVEYOR: OLSSON ASSOCIATES ENGINEER: OLSSON ASSOCIATES NUMBER OF LOTS: 2		

DWG: F:\2018\1001-1500\018-1424\40-Design\Survey\SRVY\Sheets\V_FPT_81424.dwg USER: jrmenez
DATE: May 30, 2018 3:24pm XREFS: V_XTPO_81424 V_RWAY_81424

RESOLUTION 2018-BE-7

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Water Main District 430T, Lot One (1) and Lot Two (2) Carey Subdivision, after due notice have been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$17,518.12; and

Such benefits are equal and uniform; and

According to the area of the respective lots, tracts, and real estate within such Water Main District 430T such benefits are the sums set opposite the descriptions as follows:

Name	Parcel No.	Description	Connection Fee
William R. Carey 1120 E. Bismark Road Grand Island NE 68801	400146177	Lot 1, Carey Subdivision	\$10,887.63
William R. Carey 590 S. Stuhr Road Grand Island NE 68801	400146178	Lot 2, Carey Subdivision	\$ 6,630.49
TOTAL Connection Fees			\$17,518.12

BE IT FURTHER RESOLVED that the special benefits as determined by this resolution shall not be levied as special assessments, but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103,R.R.S. 1943. A connection fee in the amount of the above benefit accruing to Lot One (1) and Lot Two (2) Carey Subdivision, in the district shall be paid to the City of Grand Island at the time such property becomes connected to the water main. No property benefited as determined by this resolution shall be connected to the water main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2018	☐ City Attorney



City of Grand Island

Tuesday, October 23, 2018

Council Session

Item D-2

#2018-BE-8 - Consideration of Determining Benefits for Water Main District 471T - Hwy. 34 & Locust Street

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: October 23, 2018

Subject: Water Main District 471T – Highway 34 and Locust Street

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main District 471T provided for a 20” diameter water main to be extended under Highway 34 and an 8” diameter main installed along the north side of Highway 34, east of the Locust Street intersection. The work has been certified as complete and accepted in the City’ system at the September 28, 2018 Council meeting.

Discussion

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

The total district cost was \$171,910.75. Of this amount, the Utilities Department’s share is \$120,166.56 for the oversize of the piping to meet system requirements. The remaining \$51,744.19 is the amount eligible for computing the district’s connection fees.

Attached for reference are:

- Recommended connections fees for the properties with the district’s boundary
- District 471T boundary plat

Alternatives

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

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

Recommendation

City Administration recommends that the Council sit as a Board of Equalization and establish the connection fees for the properties within the district.

Sample Motion

Move to sit as a Board of Equalization to establish connection fees for the properties within Water Main District 471T.

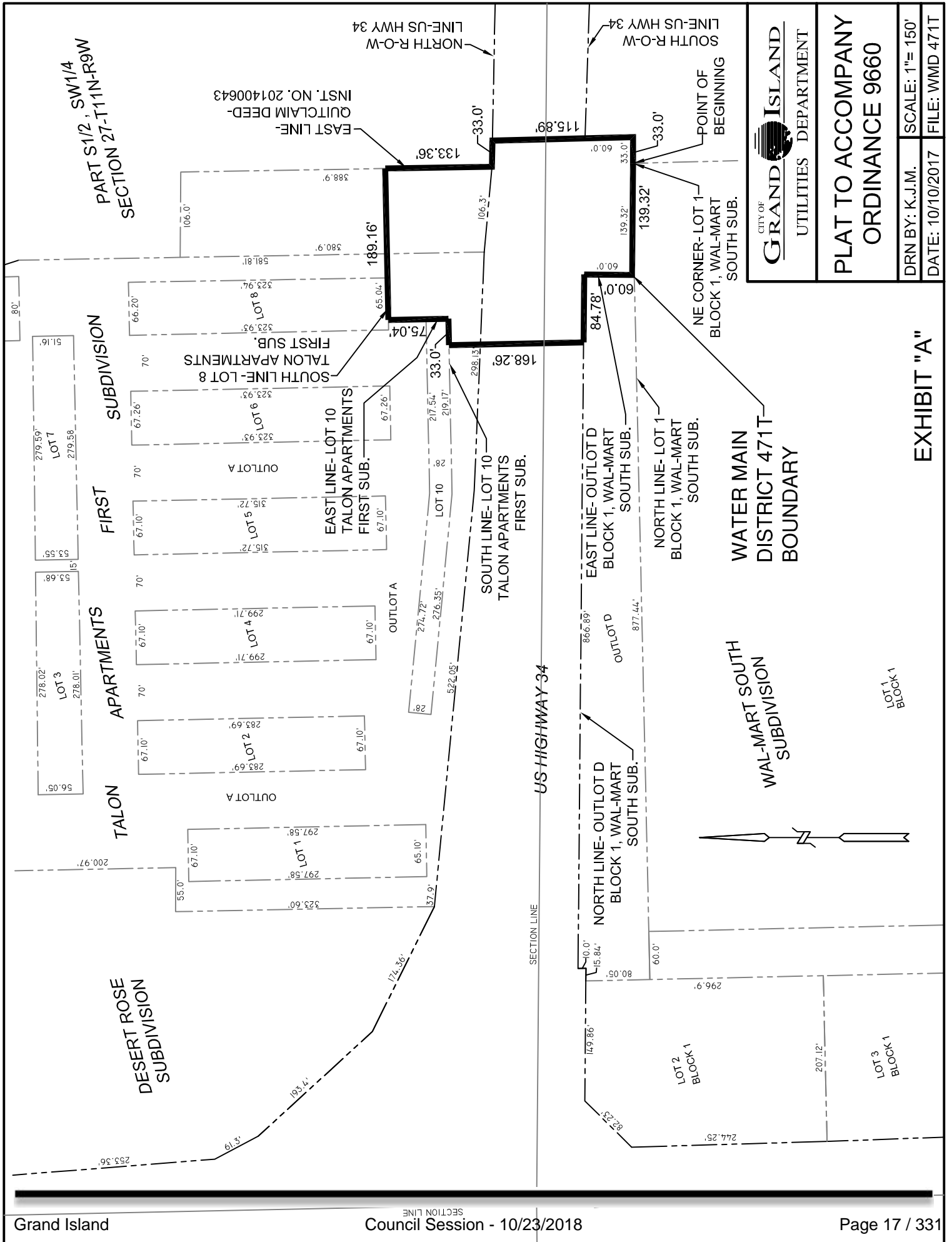
PARCEL NO.	DESCRIPTION	DOCUMENT NO.			FRONT FOOTAGE	CONNECTION FEE \$
400207920	Talon Apartments First Subdivision Outlot A See attached description for Tract 1	201604752	Owner: Address: City, State: Zip code:	Talon Apartments, Inc. 1201 Allen Dr. # 240 Grand Island, NE 68803	115.54	\$26,949.71
40020797	Part of S1/2 SW1/4 SW1/4 Sec. 27, T-11-N, R-9-W See attached description for Tract 2	201400643	Owner: Address: City, State: Zip code:	HEIDI LEE NESIBA-AKEN 278 E Hwy 34 Grand Island, NE 68801	106.30	\$24,794.48
Total District Front Footage					221.84	\$51,744.19

Tract 1

Beginning at the southeast corner of Talon Apartments First Subdivision, Grand Island, Hall County Nebraska; thence westerly along the southerly line of said Talon Apartments First Subdivision, a distance of 115.54'; thence northerly and parallel with the easterly line of Lot 10, Talon Apartments First Subdivision, a distance of 39.27' to a point on the southerly line of said Lot 10; thence easterly along the southerly line of said Lot 10, a distance 33' to the Southeast corner of said Lot 10; thence northerly along the easterly line of said Lot 10 and its extension, a distance of 75.04' feet to a point on the southerly line of Lot 8, Talon Apartments First Subdivision; thence easterly along the southerly line of said Lot 8 and its extension, to a point on the easterly line of said Talon Apartments First Subdivision; thence southerly along the easterly line of said Talon Apartments First Subdivision, a distance 121.56' to the said Point Of Beginning.

Tract 2

Beginning at the southeast corner of Talon Apartments First Subdivision, Grand Island Hall County Nebraska; also being the southwest corner of a tract of land comprising part of the S1/2, SW1/4, SW1/4, Section 27, Township 11 North, Range 9 West of the 6th PM, Hall County, Nebraska, as described in Instrument 201400643 recorded in the Register of Deeds office, Hall County, Nebraska; thence northerly along the easterly line of Talon Apartments First Subdivision, a distance of 121.56'; thence easterly a distance of 106.45' to a point of the easterly line of said tract of land; thence southerly along the easterly line of said tract of land, a distance of 133.36' to a point on the southerly right-of-way line of US Highway 34; thence westerly along the said southerly right-of-way line, a distance of 106.30' to the said Point Of Beginning.



R E S O L U T I O N 2018-BE-8

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Water Main District 471T, along the north side of Highway 34, east of the Locust Street Intersection, after due notice have been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$51,744.19; and

Such benefits are equal and uniform; and

According to the area of the respective lots, tracts, and real estate within such Water Main District 471T such benefits are the sums set opposite the descriptions as follows:

Name	Parcel No.	Description	Connection Fee
Talon Apartments, Inc. 1201 Allen Drive #240 Grand Island NE 68803	400207920	Beginning at the southeast corner of Talon Apartments First Subdivision, Grand Island, Hall County Nebraska; thence westerly along the southerly line of said Talon Apartments First Subdivision, a distance of 115.54'; thence northerly and parallel with the easterly line of Lot 10, Talon Apartments First Subdivision, a distance of 39.27' to a point on the southerly line of said Lot 10; thence easterly along the southerly line of said Lot 10, a distance of 33' to the Southeast corner of said Lot 10; thence northerly along the easterly line of said Lot 10 and its extension, a distance of 75.04' to a point on the southerly line of Lot 8, Talon Apartments First Subdivision; thence easterly along the southerly line of said Lot 8 and its extension, to a point on the easterly line of said Talon Apartments First Subdivision; thence southerly along the easterly line of said Talon Apartments First Subdivision, a distance of 121.56' to the said Point of Beginning.	\$26,949.71

Approved as to Form <input type="checkbox"/> _____ October 18, 2018 <input type="checkbox"/> City Attorney

Name	Parcel No.	Description	Connection Fee
Heidi Lee Nesiba-Aken 278 E. Hwy. 34 Grand Island NE 68801	40020797	Beginning at the southeast corner of Talon Apartments First Subdivision, Grand Island, Hall County Nebraska; also being the southwest corner of a tract of land comprising part of the S ½; SW ¼, SW ¼, Section 27, Township 11 North, Range 9 West of the 6 th PM, Hall County, Nebraska, as described in Instrument 201400643 recorded in the Register of Deeds office, Hall County, Nebraska; thence northerly along the easterly line of Talon Apartments First Subdivision, a distance of 121.56'; thence easterly a distance of 106.45' to a point of the easterly line of said tract of land; thence southerly along the easterly line of said tract of land, a distance of 133.36' to a point on the southerly right-of-way line of US Highway 34; thence westerly along the said southerly right-of-way line, a distance of 106.30' to the said Point of Beginning.	\$24,794.48
TOTAL Connection Fees			\$51,744.19

BE IT FURTHER RESOLVED that the special benefits as determined by this resolution shall not be levied as special assessments, but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103,R.R.S. 1943. A connection fee in the amount of the above benefit accruing to property along the north side of Highway 34, east of the Locust Street Intersection, in the district shall be paid to the City of Grand Island at the time such property becomes connected to the water main. No property benefited as determined by this resolution shall be connected to the water main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

- 2 -



City of Grand Island

Tuesday, October 23, 2018

Council Session

Item E-1

Public Hearing on Request from Franco Entertainment, LLC dba Level Up Bar and Arcade, 115-117 West 3rd Street for a Class “I” Liquor License

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

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: October 23, 2018

Subject: Public Hearing on Requests from:

Franco Entertainment, LLC dba Level Up Bar and Arcade, 115-117 West 3rd Street for a Class “I” Liquor License

Azteca Market, LLC dba Azteca Market, 103 West 3rd Street for a Class “D” Liquor License

Franco Entertainment, LLC dba The Brick House, 115-117 West 3rd Street for a Change of Location for Class “I-119813” Liquor License to 103 West 3rd Street

Presenter(s): RaNae Edwards, City Clerk

Background

Franco Entertainment, LLC dba Level Up Bar and Arcade, 115-117 West 3rd Street has submitted an application for a Class “I” Liquor License. A Class “I” Liquor License allows for the sale of alcohol on sale only inside the City of Grand Island.

Azteca Market, LLC dba Azteca Market, 103 West 3rd 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 City of Grand Island.

Franco Entertainment, LLC dba The Brick House, 115-117 West 3rd Street has submitted an application for a Change of Location for their Class “I-119813” Liquor License to 103 West 3rd Street.

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, Health, and Police Departments.

The Brick House, Azteca Market, and Level Up Bar and Arcade applications are all related. The applicants want to move The Brick House to 103 West 3rd Street and open a new business “Level Up Bar and Arcade” where The Brick House currently is located. Azteca Market currently does not have a liquor license but is located at the same address (103 West 3rd Street) as that requested for The Brick House.

Building Department Director Craig Lewis, Fire Division Chief Fred Hotz, and City Clerk RaNae Edwards met with Maria Garcia on September 19, 2018 to discuss the applications. Requested from Ms. Garcia was architectural plans submitted by a licensed architect, proper permits, and inspections. The applicants have made no contact with the City to date regarding these three applications.

Due to issues with these buildings being code compliant and no contact from the applicants with regards to these three applications we would recommend denial of The Brick House, Azteca Market, and Level Up Bar and Arcade applications.

Alternatives

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

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

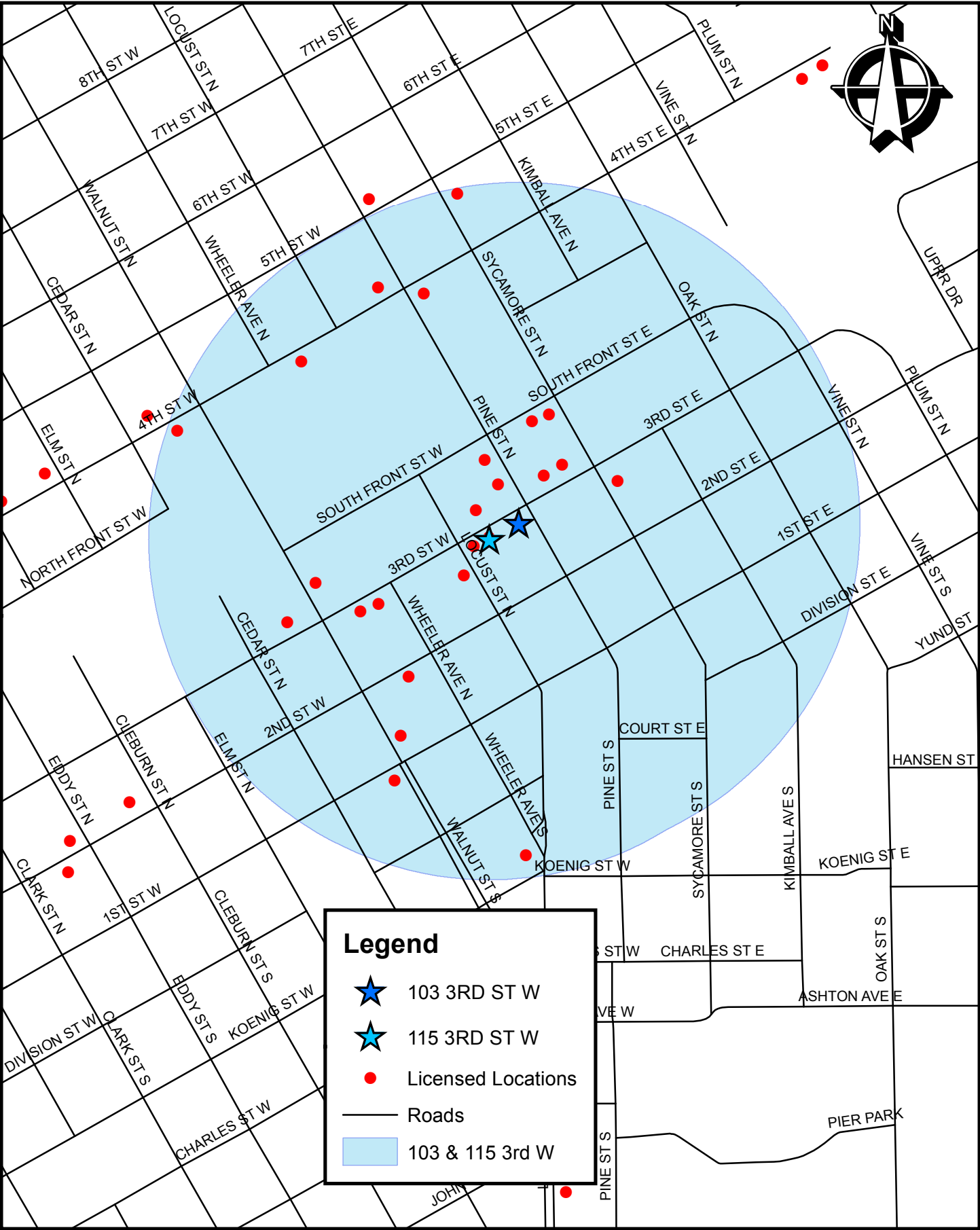
Recommendation

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

Sample Motion

Move to **deny** the applications for of The Brick House, Azteca Market, and Level Up Bar and Arcade applications.

Liquor License Application:
Class "I": The Brick House, Level Up Bar and Arcade; Class "D": Azteca Market





City of Grand Island

Tuesday, October 23, 2018

Council Session

Item E-2

Public Hearing on Request from Azteca Market, LLC dba Azteca Market, 103 West 3rd Street for a Class “D” Liquor License

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

Staff Contact: RaNae Edwards



City of Grand Island

Tuesday, October 23, 2018

Council Session

Item E-3

Public Hearing on Request from Franco Entertainment, LLC dba The Brick House, 115-117 West 3rd Street for a Change of Location for Class “I-119813” Liquor License to 103 West 3rd Street

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

Staff Contact: RaNae Edwards



City of Grand Island

Tuesday, October 23, 2018

Council Session

Item E-4

Public Hearing on Request to Rezone Property located at 4055 Trust Street from RD- Residential Development to Amended RD – Residential Development (The Evangelical Lutheran Good Samaritan Society)

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: October 23, 2018

Subject: Rezone from RD Residential Development Zone to Amended RD Residential Development Zone

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

Background

To change the building footprint and a number of allowable units on the approved development plan for Lot 1 Block 3 of Good Samaritan Subdivision from a central building with up to 30 units of apartments to a perimeter building with 52 units of apartments.

The Evangelical Lutheran Good Samaritan Society of Sioux Falls, South Dakota proposed this development in late 2006 and it was approved in 2007. In 2007 they requested an amendment to permit 9 additional apartment units on the main portion of the campus that was granted. This portion of the property was designated as phase 3 with no time frame for development other than as the market demands.

Based on current market conditions 12 years after the initial approval they are requesting a change to the approved development plant for Lot 1 Block 3 of the Good Samaritan Subdivision. A copy of the full recommendation to the Planning Commission along with drawings of the proposed development attached.

The development provides dwelling units for retirement age persons ranging from independent living to skilled care. This proposed change would allow them to serve more members.

Discussion

At the regular meeting of the Regional Planning Commission, held August 1, 2018, the above item was considered following a public hearing.

O'Neill opened the public hearing.

Nabity stated Good Samaritan Society has owned the property for over 12 years. In 2006, 2007 a redevelopment plan was approved for an RD zone for a 2 story

apartment building for up to 30 apartments in the center of the lot. The proposal now is for 52 units. Townhouse style units will be around the outside and the ones on the west side will be one story. The east side is currently zoned as M1 and the south side is zoned as R1. The RD zone does allow up to 42 units an acre.

Justin Pfenning, 3011 Bighorn Place, expressed concerns about how narrow Trust St is, traffic issues, and the slope of the street from the center from the edges and can be dangerous in the winter.

Mike Morrow, 3107 Bison Ct. – believes that the section of North Rd. and Trust St will get even more congested. He does not feel that Trust Street will be able to handle much more traffic.

Brad Goering, 4060 Indianhead Drive – Brad feels the increase density for the area is too much. It's too narrow for the area.

O'Neill closed the public hearing.

A motion was made by Ruge and seconded by Apfel to approve the a proposed zoning proposed change from RD Residential Development Zone to an Amended RD Residential Development Zone for Lot 1 Block 3 of Good Samaritan Subdivision located south of Trust Street and east of Laramie Drive. The requested change would increase the number of units allowed on the property from 30 to 52.

The motion carried with six members in favor (Apfel, Allan, O'Neill, Ruge, Robb, and Monter) with 1 member voting no (Randone).

Alternatives

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

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

Recommendation

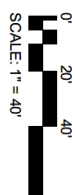
City Administration recommends that the Council approve the proposed changes as recommended.

Sample Motion

Move to approve the ordinance and development plan as presented.



LANDSCAPING KEY:	
CT - CANOPY TREE	30' MINIMUM MATURE HEIGHT
ET - EVERGREEN TREE	20' MINIMUM MATURE HEIGHT
UT - UNDERSTORY TREE	30' MINIMUM MATURE HEIGHT
3S - SHRUBS (3)	
PROGRAM BREAKDOWN:	
- APARTMENT BUILDING	(44,130 GSF)
FIRST FLOOR	22,065 GSF
SECOND FLOOR	22,065 GSF
- 12-PLEX BUILDING	(13,275 GSF)
UNIT BREAKDOWN:	
- APARTMENT BUILDING (39 UNITS)	
FIRST FLOOR:	
11 - 1 BED UNITS	
8 - 2 BED UNITS	
SECOND FLOOR:	
10 - 1 BED UNITS	
10 - 2 BED UNITS	
- 12-PLEX BUILDING (12 UNITS)	
6 - 1 BED UNITS	
6 - 2 BED UNITS	
51 - TOTAL UNITS	
1 - FULL-TIME EMPLOYEE	
PARKING BREAKDOWN:	
- PROPOSED REQUIREMENTS	
1 PER UNIT + 1 PER FULL-TIME EMPLOYEE	
52 - TOTAL PARKING SPACES	
SITE COVERAGE:	
- PROVIDED SPACES	
52 - STANDARD SPACES	
4 - HANDICAP SPACES	
56 - TOTAL PARKING SPACES	
IMPERVIOUS SF:	71,500 SF
TOTAL SITE SF:	124,000 SF
TOTAL IMPERVIOUS COVERAGE:	57.3%



RIVER BIRCH TERRACE - GRAND ISLAND **PRELIMINARY SITE PLAN** 07401.001 10/10/2018 SCALE: 1" = 40'-0"

Agenda Item # 4

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

September 27, 2018

SUBJECT: *Zoning Change* (C-01-2018GI)

PROPOSAL: To change the building footprint and a number of allowable units on the approved development plan for Lot 1 Block 3 of Good Samaritan Subdivision from a central building with up to 30 units of apartments to a perimeter building with 52 units of apartments.

The Evangelical Lutheran Good Samaritan Society of Sioux Falls, South Dakota proposed this development in late 2006 and it was approved in 2007. In 2007 they requested an amendment to permit 9 additional apartment units on the main portion of the campus that was granted. This portion of the property was designated as phase 3 with no time frame for development other than as the market demands.

Based on current market conditions 12 years after the initial approval they are requesting a change to the approved development plant for Lot 1 Block 3 of the Good Samaritan Subdivision.

The development provides dwelling units for retirement age persons ranging from independent living to skilled care. This proposed change would allow them to serve more members.

OVERVIEW:

Site Analysis

Current zoning designation:

RD- Residential Development Zone

Permitted and conditional uses:

RD-Residential development oriented toward providing services to elderly residents. **See Figure 1.**

Comprehensive Plan Designation:

Designated for future development as a combination of medium density residential to office uses, public/recreation and manufacturing, with the being medium density residential to office uses.

Existing land uses.

Vacant property

Proposed Zoning Designation

Amended RD Zone – 52 units of apartments restricted for elderly persons. The proposal is for 2 story buildings constructed along the west, south and east sides of the lot with a central parking lot between the buildings. The structures would be built in a building envelope that maintains the 30 foot landscape buffer between the east, south and

west property lines. **See Attached layout, drawings and elevations.**

Adjacent Properties Analysis

Current zoning designations:

North: RD—Residential Development Zone

South, and West: R1- Suburban Density Residential

East: – Light Manufacturing

Permitted and conditional uses:

RD –Residential Development Zone – The first phases of the Good Samaritan Retirement Development were constructed here. **M1** – Light Manufacturing – A variety of warehousing, storage, light manufacturing and office uses and no residential uses. Minimum lot size of 20,000 square feet with 50% coverage. **R1** – Suburban Density Residential, (4 units per acre), churches, schools, parks;

Comprehensive Plan Designation:

North and East: Designated Medium Density Residential to Office Uses

South and West: Designated for low to medium density residential

Existing land uses:

North: Senior Living Facilities

South and West: Single family residential

East: vacant industrial ground

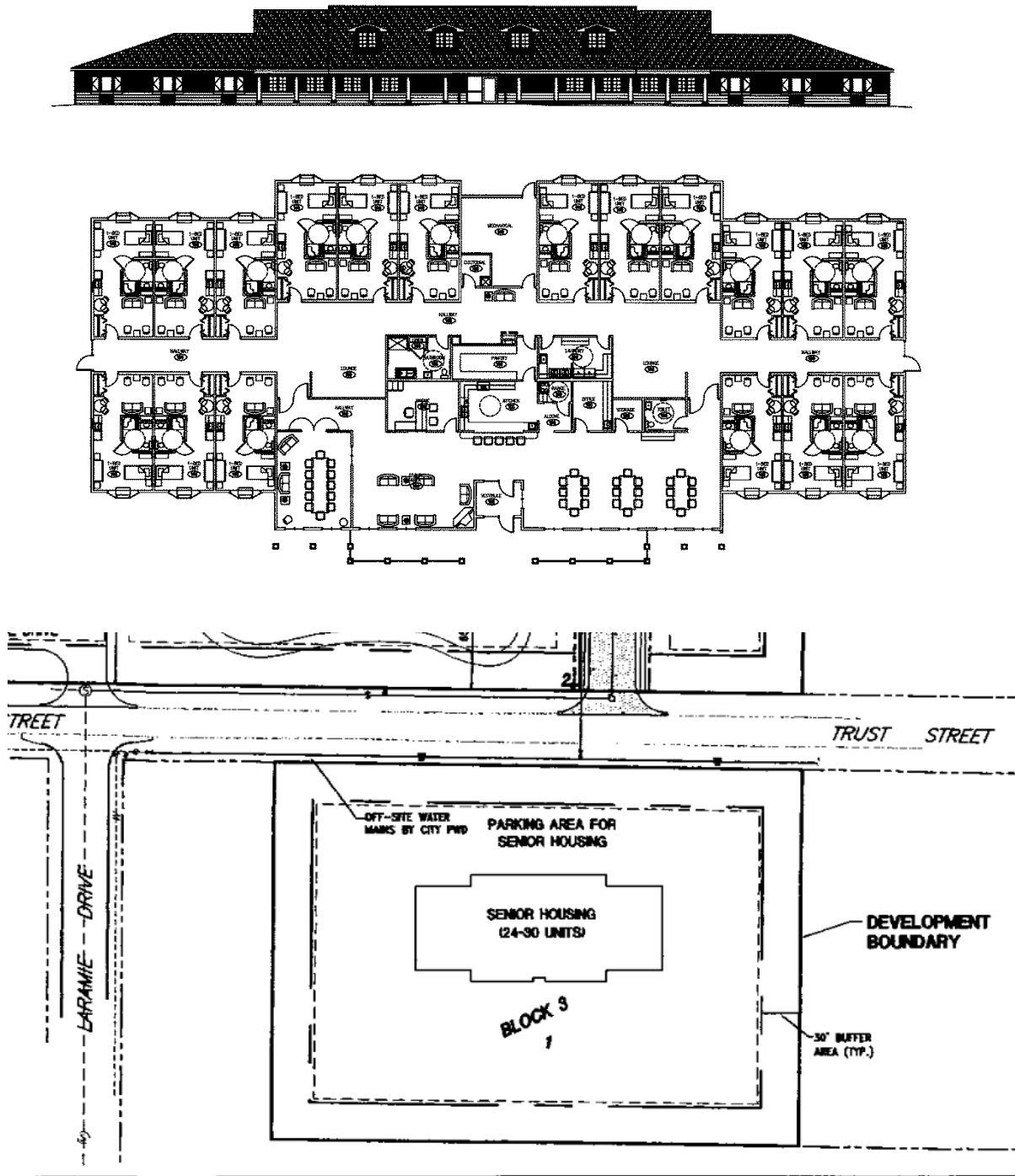


Figure 1. Development Plan As Approved in 2006 for Block 3 Lot 1

EVALUATION:

Positive Implications:

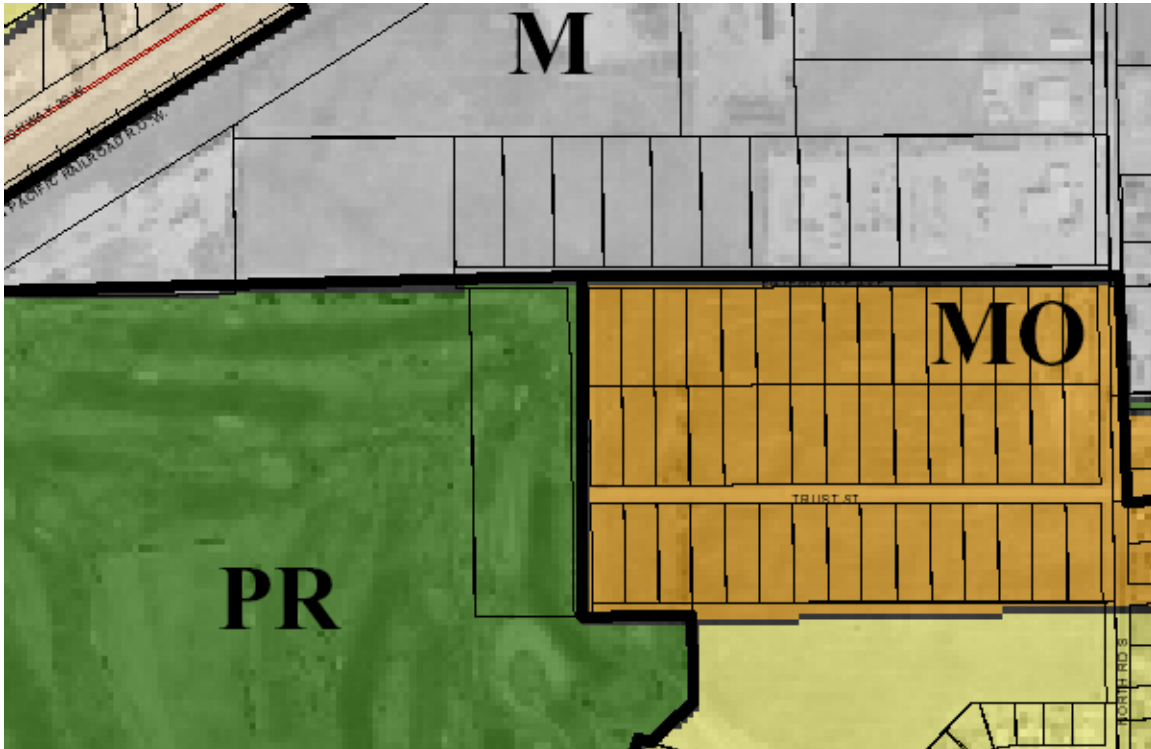
- *Largely Consistent with the City's Comprehensive Land Use Plan:* The subject property is designated mostly for medium density residential to office uses. (typically R3 or RO).
- *Accessible to Existing Municipal Infrastructure:* City water and sewer services have been extended to serve the rezoning area.
- *Would provide additional elderly housing:* This would provide for more elderly housing. The proposed plans include everything from independent living to skilled care.
- *Enhances the buffer between the single family home and golf course to the south and west and the manufacturing to the north:* This proposal builds on the existing campus atmosphere allows an inward focus on the property to the north and separates the uses on the north and south.
- *Monetary Benefit to Applicant:* Would allow the applicant to develop the property as shown.

- **Negative Implications:**

- *None foreseen:*

Other Considerations

The majority of this property is already intended for medium density residential to office uses as shown below on the Future Land Use Map for the City of Grand Island.



Future Land Use Map of the Area as approved in the Grand Island Comprehensive Plan

This proposal would amend the development plan to show buildings on the exterior of Lot 1 of Block 3 of Good Samaritan Subdivision. The 30' buffer zone with the neighboring residential will be maintained. The primary differences between this and plan as originally approved are the increase in the number of units 30 to 52 and the placement of the building at the edges of the property instead of centered. All of the parking in this proposed scenario will be shielded from view by the adjoining single family residential.

The Subdivision Agreement for Good Samaritan Subdivision Paragraph 9 Design and Construction Block 3 Lot 1 should be amended as follows:

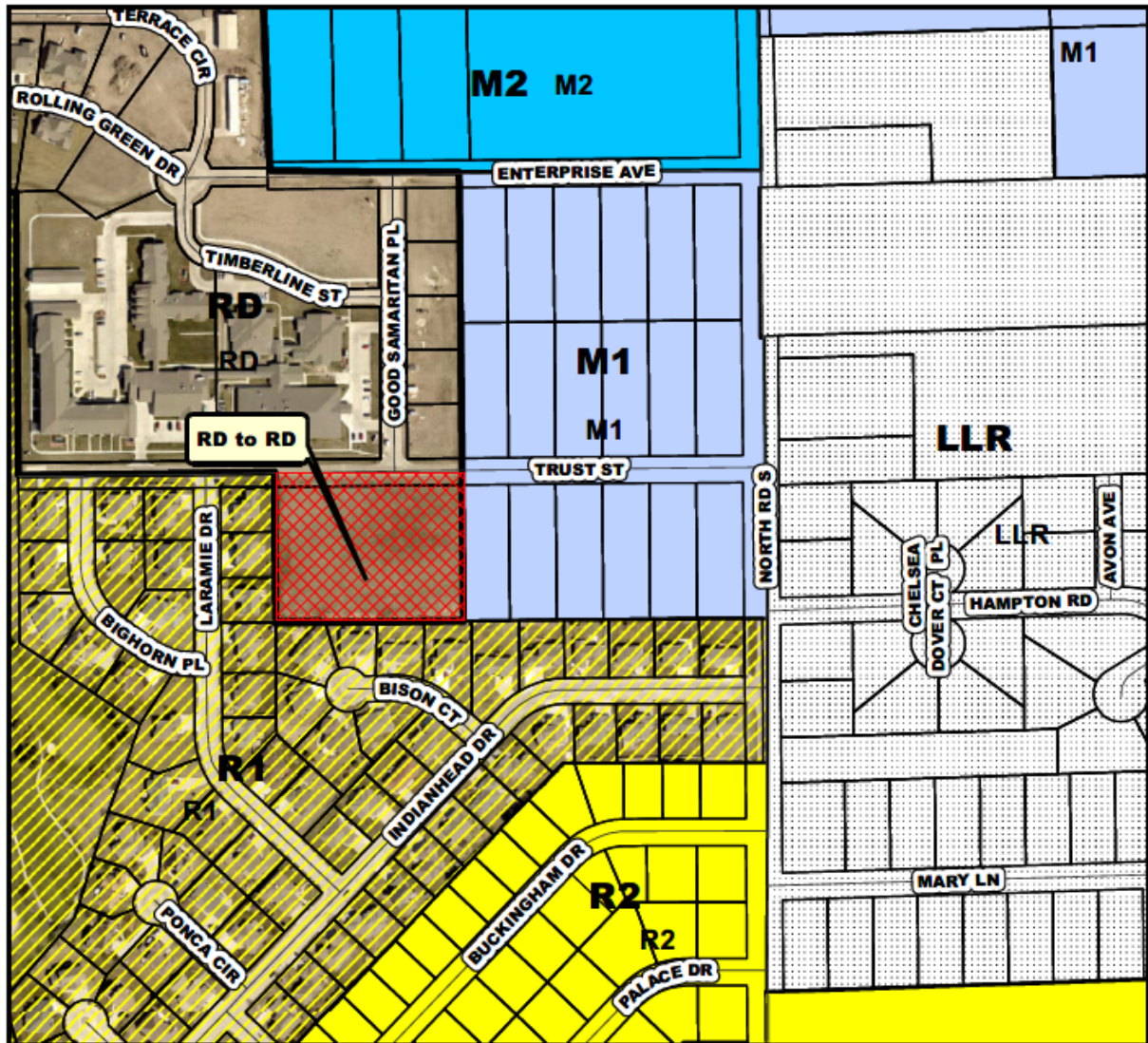
Block 3 Lot 1 Up to a 2 Story Apartment Building with **up to 52** ~~between-24 and 30~~ dwelling units as shown **on the attached layout**..

RECOMMENDATION:



That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on this site from RD Residential Development Zone to an Amend RD Zone by amending the Subdivision Agreement and development plan as shown above and in the attached Exhibit 1.

_____ Chad Nabity AICP, Planning Director

Rezoning Map



Legend

-  From: RD Residential Development Zone
-  To: RD Residential Development Zone

Scale: NONE
For Illustration Purposes



THE REGIONAL PLANNING COMMISSION of Hill
County, Grand Island, River and the Villages
of ARD, Clare and Douglas, Nebraska

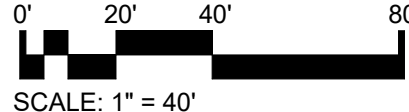


LANDSCAPING KEY -	
CT - CANOPY TREE	30' MINIMUM MATURE HEIGHT
ET - EVERGREEN TREE	20' MINIMUM MATURE HEIGHT
UT - UNDERSTORY TREE	30' MAXIMUM MATURE HEIGHT
3S - SHRUBS (3)	
PROGRAM BREAKDOWN -	
- APARTMENT BUILDING	(46,330 GSF)
FIRST FLOOR:	24,065 GSF
SECOND FLOOR:	22,265 GSF
- 12-PLEX BUILDING	(13,275 GSF)
UNIT BREAKDOWN -	
- APARTMENT BUILDING	(39 UNITS)
FIRST FLOOR:	
11 - 1 BED UNITS	
8 - 2 BED UNITS	
SECOND FLOOR:	
10 - 1 BED UNITS	
10 - 2 BED UNITS	
- 12-PLEX BUILDING	(12 UNITS)
6 - 1 BED UNITS	
6 - 2 BED UNITS	
51 - TOTAL UNITS	
1 - FULL-TIME EMPLOYEE	
PARKING BREAKDOWN -	
- PROPOSED REQUIREMENTS	
1 PER UNIT + 1 PER FULL-TIME EMPLOYEE	
52 - TOTAL PARKING SPACES	
- PROVIDED SPACES	
52 - STANDARD SPACES	
4 - HANDICAP SPACES	
56 - TOTAL PARKING SPACES	
SITE COVERAGE -	
IMPERVIOUS SF:	71,500 SF
TOTAL SITE SF:	124,800 SF
TOTAL IMPERVIOUS COVERAGE:	57.3%

RIVER BIRCH TERRACE - GRAND ISLAND

PRELIMINARY SITE PLAN

07401.001 10/10/2018 SCALE: 1" = 40'-0"



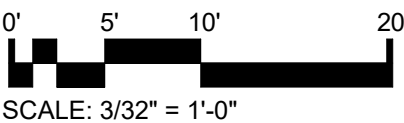
09/18/2018
GOOD SAMARITAN SUBDIVISION - GRAND ISLAND
FIRST FLOOR PLANS
07401.001



PROGRAM SQUARE FOOTAGES -	
- APARTMENT BUILDING - (46,330 GSF)	
FIRST FLOOR: 24,065 GSF	
SECOND FLOOR: 22,265 GSF	
- 12-PLEX BUILDING (13,275 GSF)	



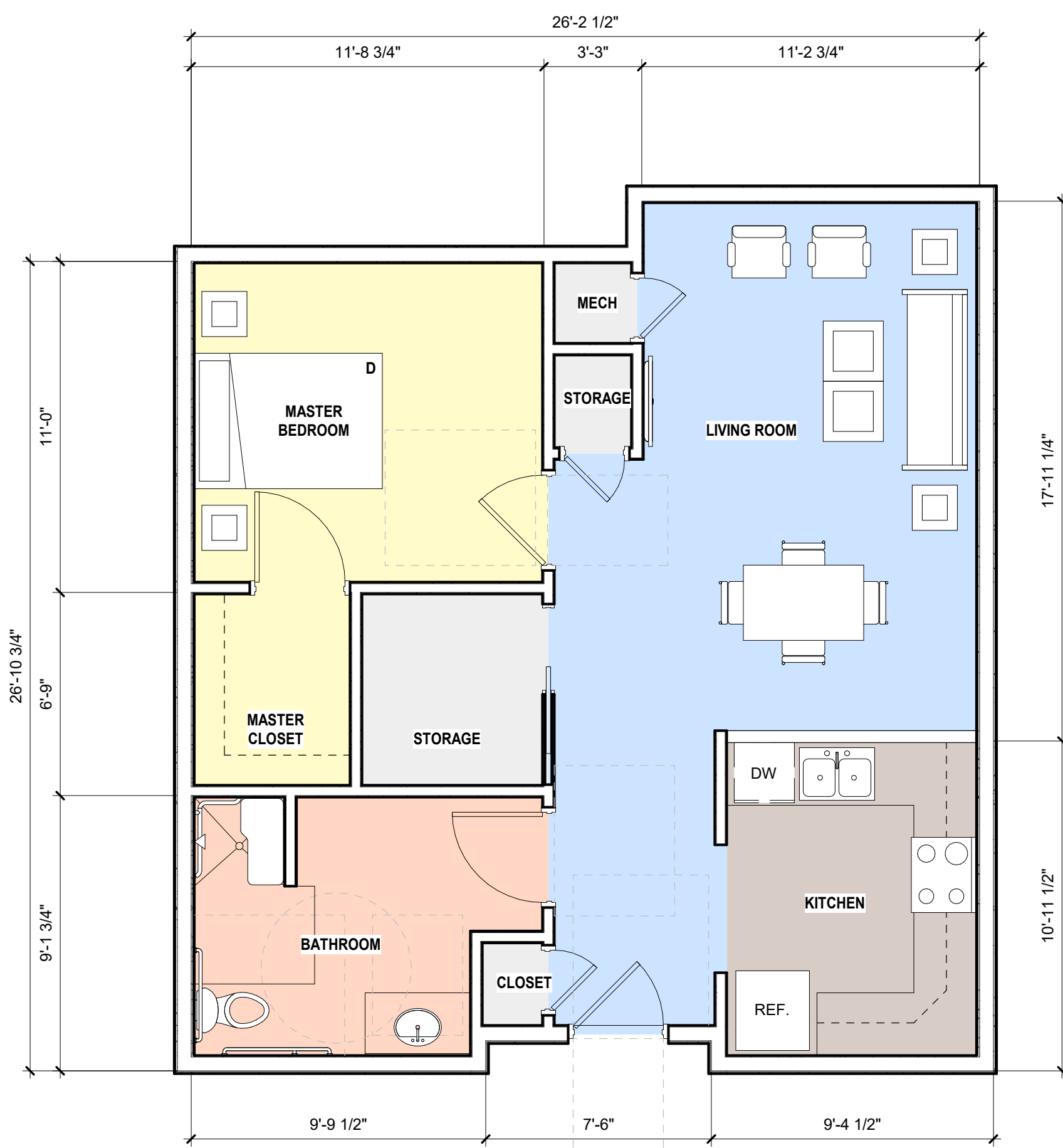
SCHEMMER
Design with Purpose. Build with Confidence.



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GOOD SAMARITAN SUBDIVISION - GRAND ISLAND
SECOND FLOOR PLAN
07401.001



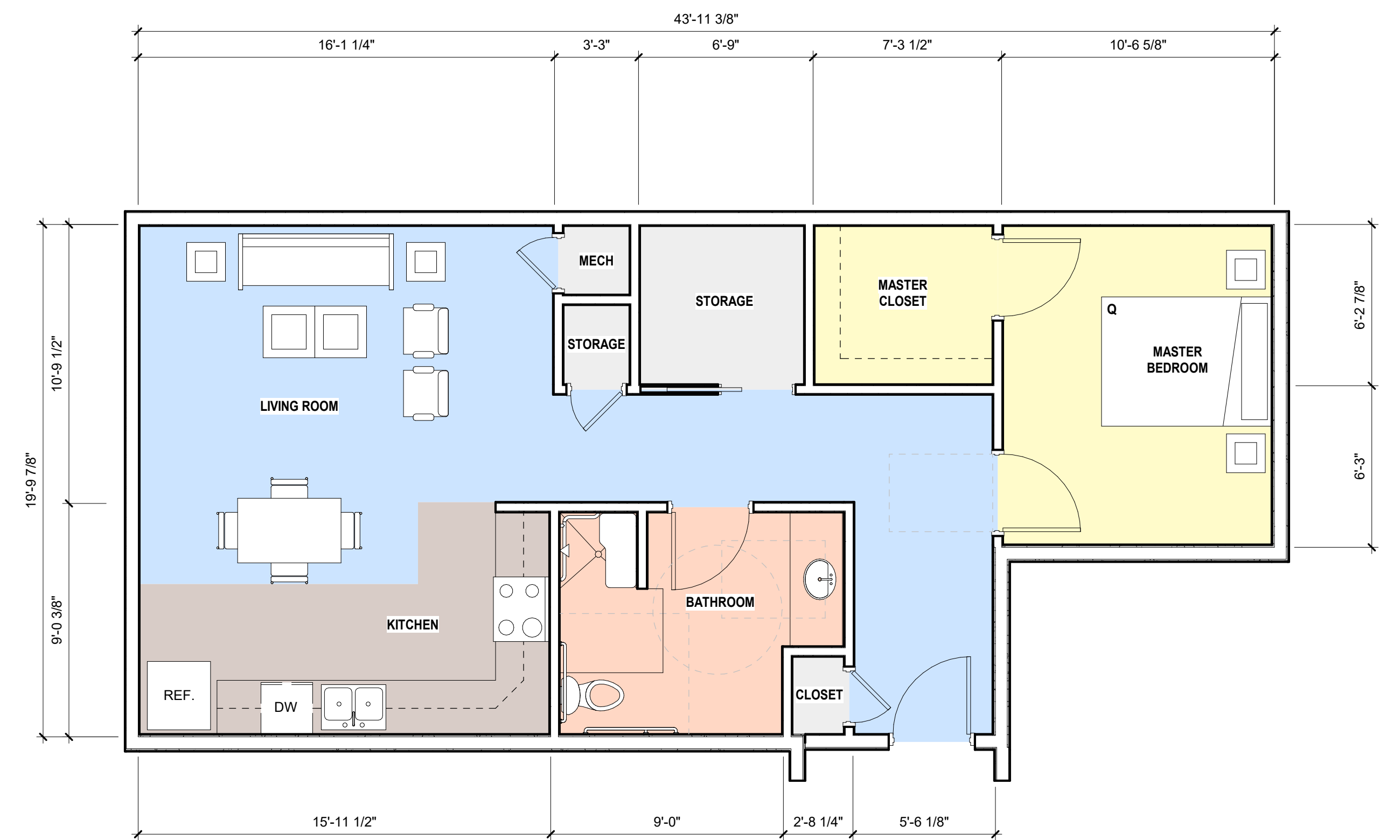
PROGRAM SQUARE FOOTAGES -	
- APARTMENT BUILDING -	(46,330 GSF)
FIRST FLOOR:	24,065 GSF
SECOND FLOOR:	22,265 GSF
- 12-PLEX BUILDING	(13,275 GSF)



1 UNIT PLAN - 1-BED (700SF)
SCALE: 1/4" = 1'-0"



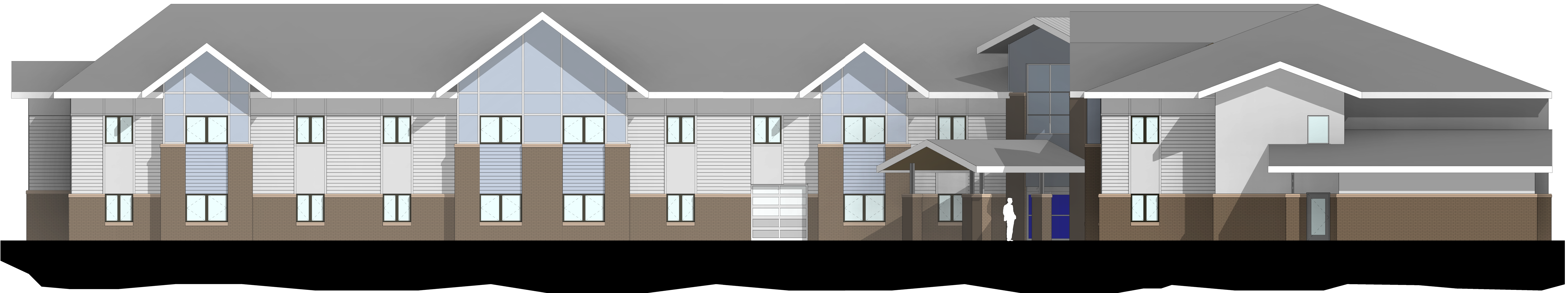
2 UNIT PLAN - 2-BED (900SF)
SCALE: 1/4" = 1'-0"



3 UNIT PLAN - 1-BED (780SF)
SCALE: 1/4" = 1'-0"

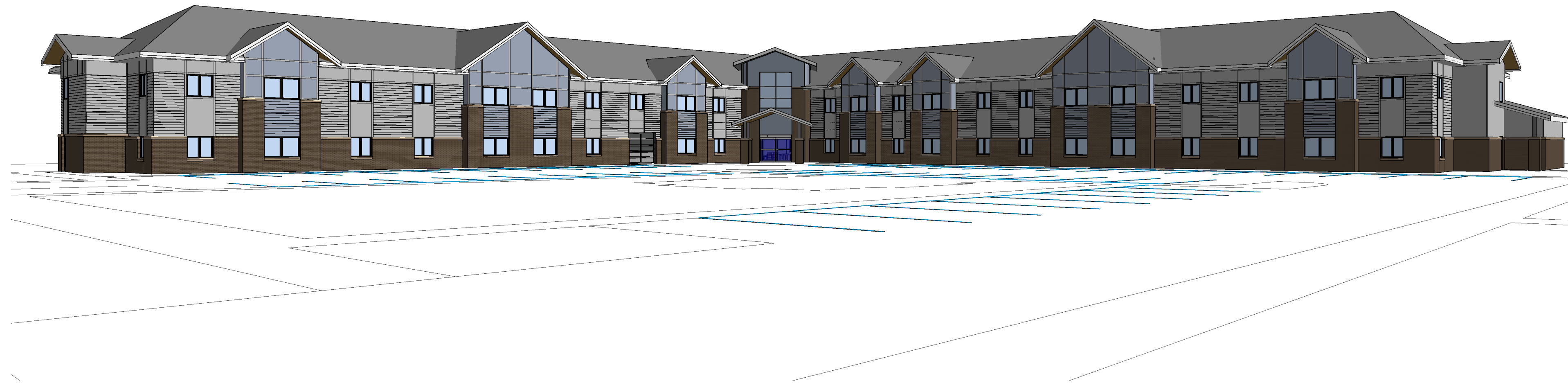


1 NORTH ELEVATION - APARTMENT
SCALE: 3/16" = 1'-0"



2 WEST ELEVATION - APARTMENT
SCALE: 3/16" = 1'-0"

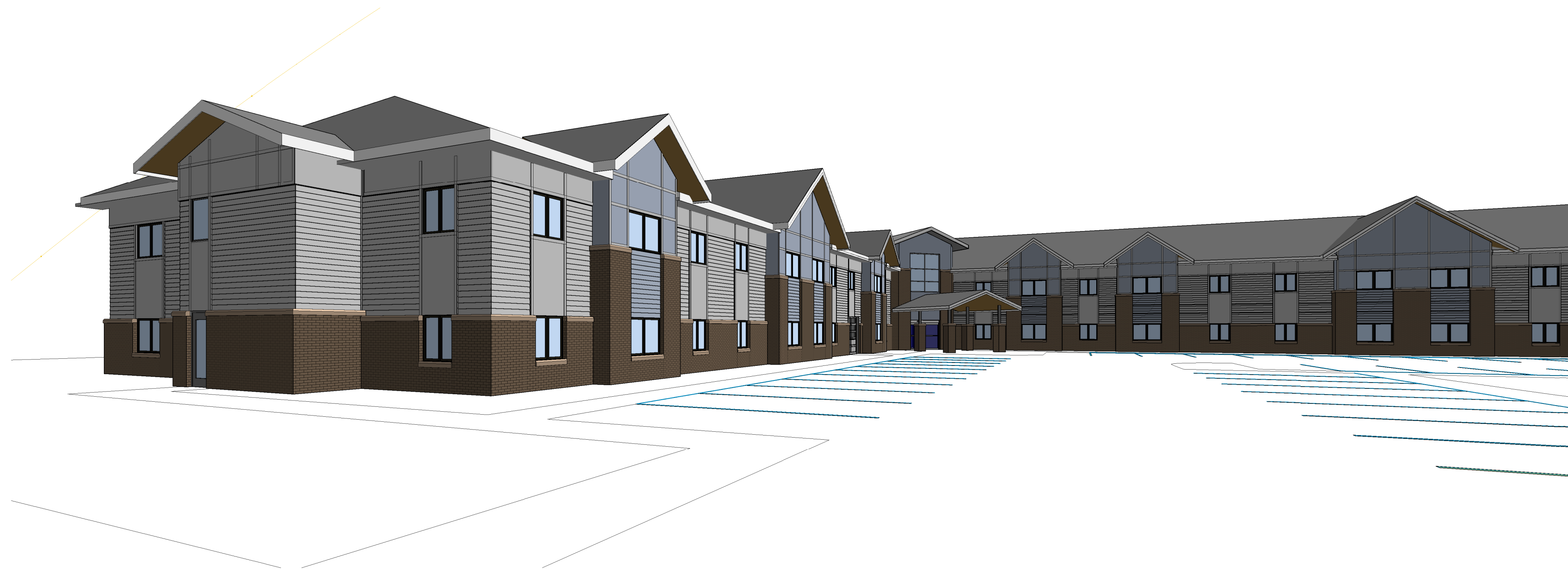
09/18/2018
GOOD SAMARITAN SUBDIVISION - GRAND ISLAND
BUILDING ELEVATIONS
07401.001



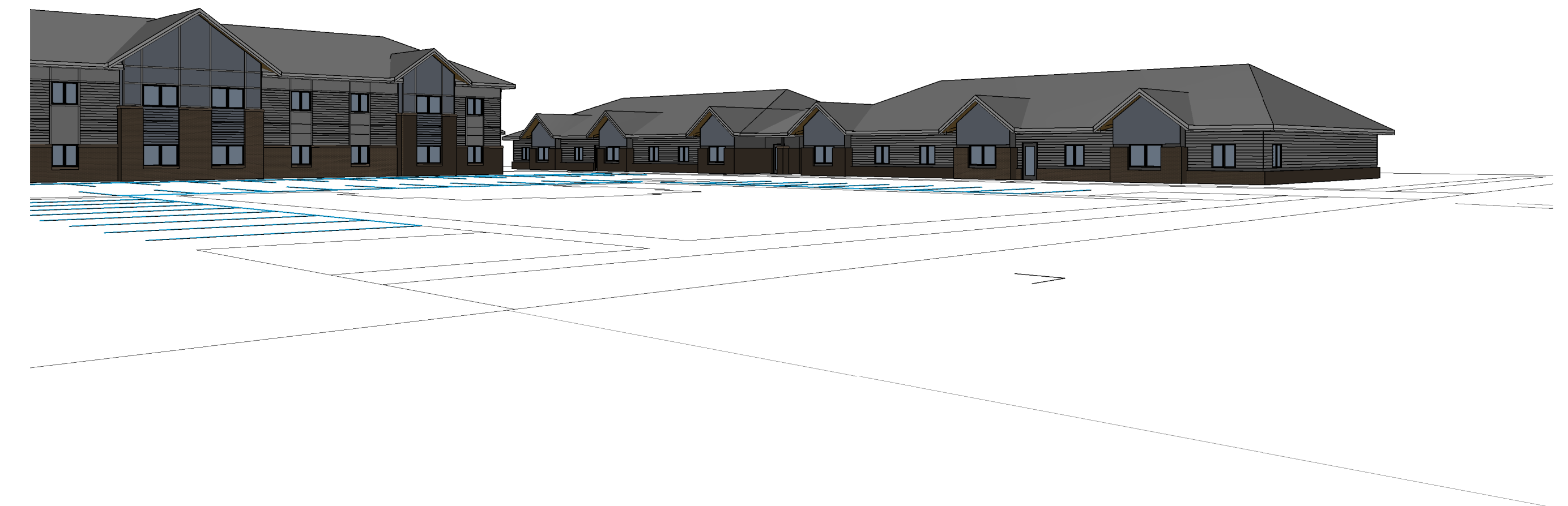
1 3D View from W entry drive
SCALE:



3 3D View from 12-PLEX entry
SCALE:



2 3D View from E entry drive
SCALE:



4 3D View from street
SCALE:

09/18/2018
GOOD SAMARITAN SUBDIVISION - GRAND ISLAND
BUILDING PERSPECTIVES
07401.001



City of Grand Island

Tuesday, October 23, 2018

Council Session

Item E-5

**Public Hearing on Amendment to the Redevelopment Plan for
CRA No. 1 located at 411 West 3rd Street (Paramount
Development, LLC)**

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: October 23, 2018

Subject: Site Specific Redevelopment Plan for CRA Area #1

Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2000, the Grand Island City Council declared property referred to as CRA Area #1 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation including demolition, landscaping and parking. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

Paramount Development LLC has submitted an application for tax increment financing to aid in the redevelopment of property to prepare for the construction of a 4 upper floor apartments and necessary exiting in westerly portion of the old Sears building at 411 W. 3rd Street. Staff has prepared a redevelopment plan for this property consistent with the TIF application.

The CRA reviewed the proposed development plan on September 5, 2018 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on October 3, 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 October 3, 2018. The Planning Commission approved Resolution 2019-02 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved Resolution 284 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 (including the cost benefit analysis that was performed regarding this proposed project) and to enter into the record a copy of the plan amendment that would authorize a redevelopment contract under consideration by the CRA.

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #1 and authorizes the CRA to execute a contract for TIF based on the plan amendment and to find that this project would not be financially feasible at this location without the use of TIF. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for redevelopment for improvements to and rehabilitation of upper floor of this building for residential purposes. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for an eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The bond for this project will be issued for a period of 15 years. The proposed bond for this project will be issued for the amount of \$159,800.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution as submitted.

Redevelopment Plan Amendment Grand Island CRA Area 1 September 2018

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

Executive Summary:

Project Description

THE REDEVELOPMENT OF A PORTION OF THE OLD SEARS BUILDING LOCATED AT 411 W. 3RD STREET FOR RESIDENTIAL USES, INCLUDING ACQUISITION, FIRE/LIFE SAFETY IMPROVEMENTS AND BUILDING REHABILITATION AND REMODELING.

The use of Tax Increment Financing to aid in rehabilitation expenses associated with redevelopment of the second floor and necessary first floor entrances and exits to support the development of four 2-bedroom apartments on the second floor of the west side of Old Sears located at 411 W. 3rd street. It is anticipated that additional TIF applications will be proposed for commercial uses within the remainder of the building. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project affordable. The project will result in renovating a portion of this building into market rate residential units. The addition of the residential units is consistent with the downtown redevelopment plan and priorities to add 50 residential units downtown by 2019. This project would not be feasible without the use of TIF.

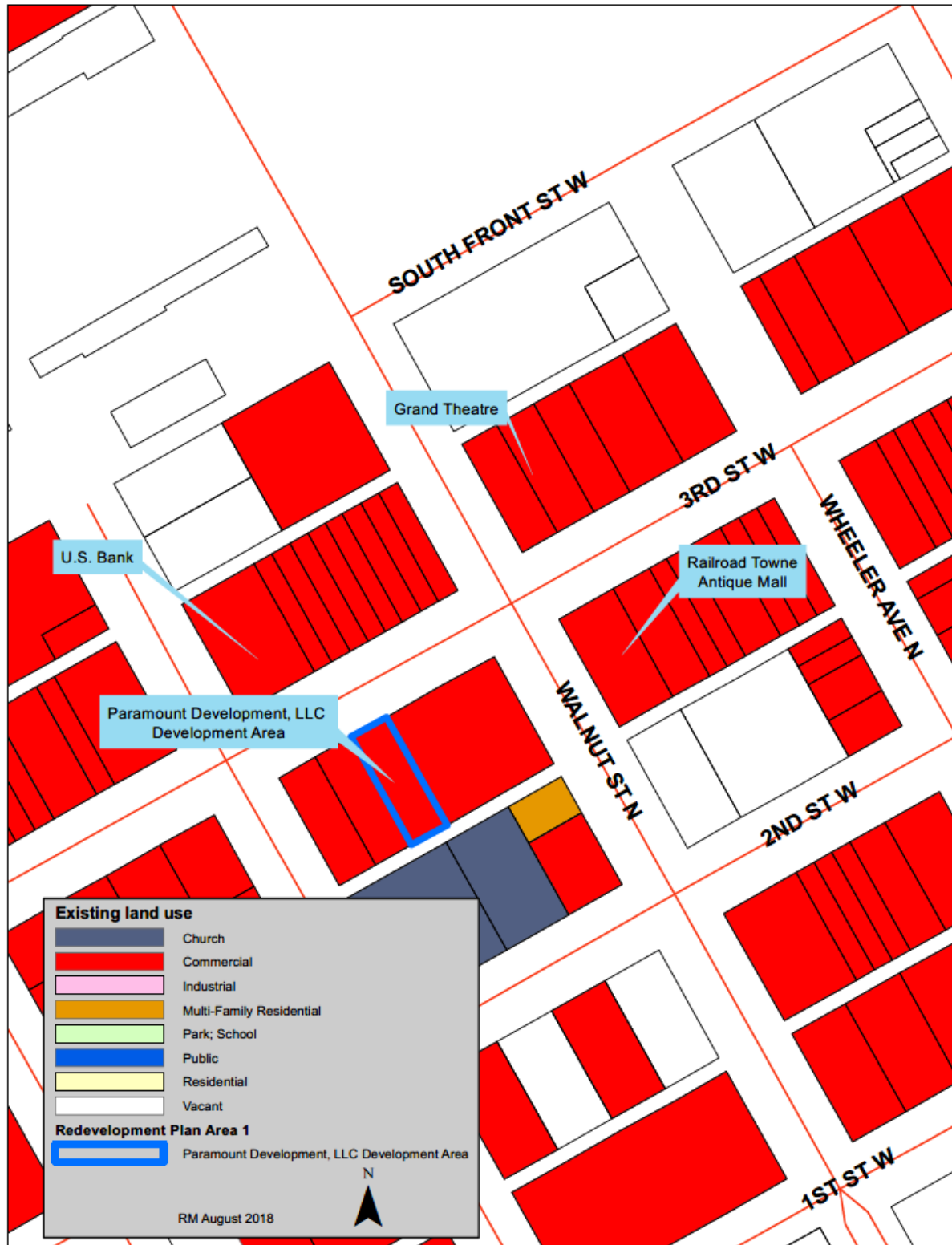
Paramount Development LLC is purchasing the rights to this section of the building through a condominium arrangement. They are purchasing the property for \$77,000. The purchase price is included as an eligible TIF activity. The building is currently vacant and this upper floor space has been vacant for numerous years. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the remodeling and rehabilitation of this building. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2020 towards the allowable costs and associated financing for rehabilitation.

TAX INCREMENT FINANCING TO PAY FOR THE REHABILITATION OF THE PROPERTY WILL COME FROM THE FOLLOWING REAL PROPERTY:

Property Description (the “Redevelopment Project Area”)

The second floor and necessary first floor exits and entrances at 411 W. 3rd Street in Grand Island Nebraska. The actual legal will be provided with the master deed for the condominium.

Legal Descriptions: The second floor of the building on the easterly 44 feet of Lot Three (3) in Block Sixty-Three (63) in the Original Town, now City of Grand Island, Hall County, Nebraska.



Existing Land Use and Subject Property

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

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

Statutory Pledge of Taxes.

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

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on December 19, 2000.[§18-2109] Such

declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to rehabilitate the building for permitted uses on this property as defined by the current and effective zoning regulations. The Hall County Regional Planning Commission held a public hearing at their meeting on October 3, 2018 and passed Resolution 2019-02 confirming that this project is consistent with the Comprehensive Plan for the City of Grand Island. The Grand Island Public School District has submitted a formal request to the Grand Island CRA to notify the District any time a TIF project involving a housing subdivision and/or apartment complex is proposed within the District. The school district was notified of this plan amendment at the time it was submitted to the CRA for initial consideration.

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

a. Land Acquisition:

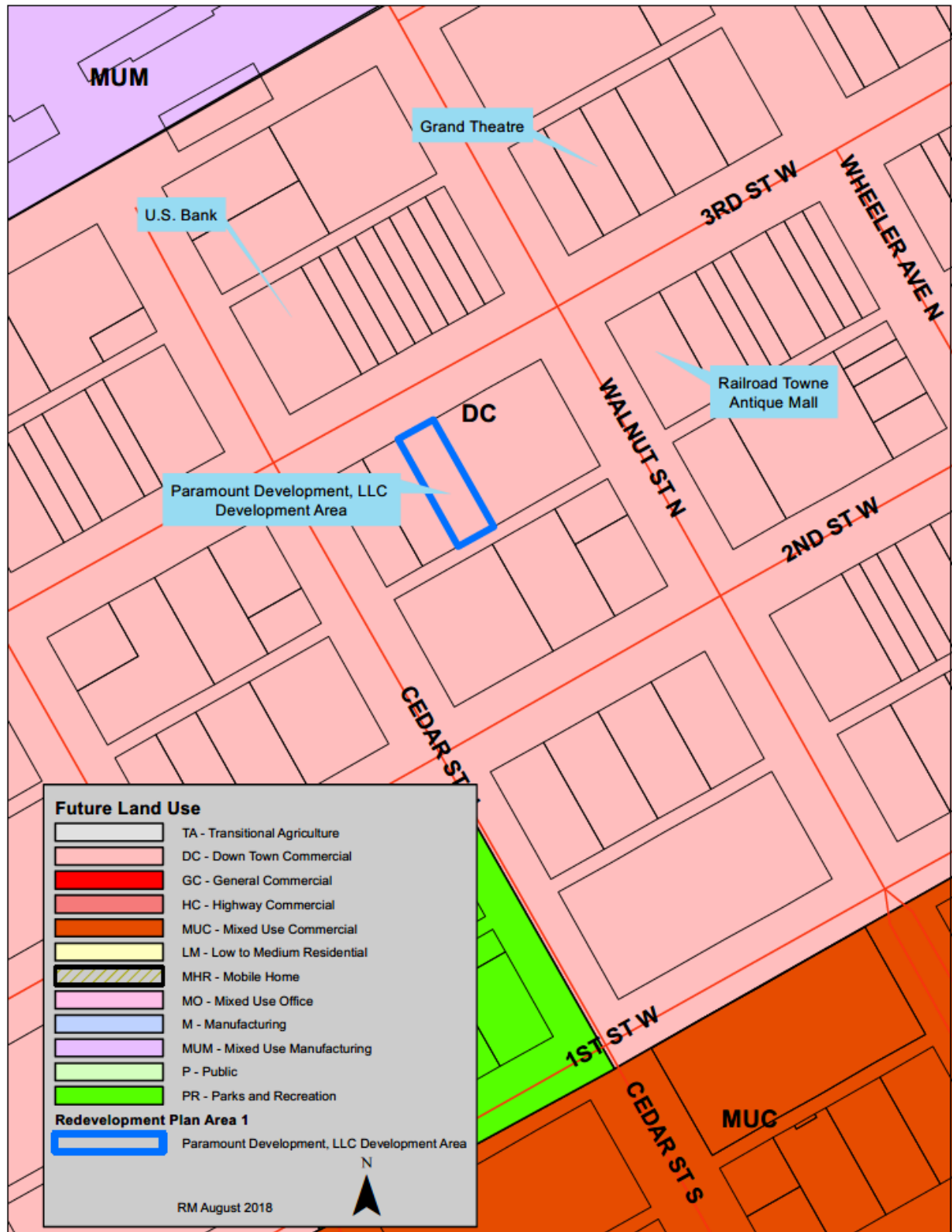
The Redevelopment Plan for Area 1 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

The project to be implemented with this plan does not provide for the demolition and removal any structures on this property. Demotion of internal structures to accommodate the redevelopment is anticipated and permitted.

c. Future Land Use Plan

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



City of Grand Island Future Land Use Map

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

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

e. Site Coverage and Intensity of Use

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

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. .

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

No other utilities would be impacted by the development.

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

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

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

5. No member of the Authority, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106] No members of the authority or staff of the CRA have any interest in this property. Tom Gdowski, is President of Equitable bank and most likely will be part of the bank approval of a loan for this 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 is purchasing the rights to just this portion of the property through a condominium arrangement for \$77,000. The estimated costs of rehabilitation of this

property is \$500,000, planning related expenses for Architectural and Engineering services of \$8,000 and are included as a TIF eligible expense. Legal, Developer and Audit Fees of \$8,000 including a reimbursement to the City and the CRA of \$6,100 are included as TIF eligible expense. The total of eligible expenses for this project exceeds \$640,000. The CRA has been asked to grant \$80,000 to this project to offset the cost of life safety improvements as part of the upper story life/safety grant program. The total eligible expenses for this project less other grant funds by the CRA is \$550,000.

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$159,800 from the proceeds of the TIF. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2021 through December 2034.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

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

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions. This will accomplish the goal of both the Downtown Business Improvement District and the Grand Island City Council of increasing the number of residential units available in the Downtown area.

8. Time Frame for Development

Development of this project is anticipated to be completed between October 2018 and March of 2019. Excess valuation should be available for this project for 15 years beginning with the 2020 tax year.

9. Justification of Project

This is an historic building in downtown Grand Island that will be preserved with this project. The addition of a new upper story residential unit is consistent with goals to build 50 new residential units in downtown Grand Island by 2019 and with the goals of the 2014 Grand Island housing study and Grow Grand Island. The main floor and basement of the building are likely to be used for commercial and office space but are not included within this application.

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

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

Project Sources and Uses. Approximately \$159,800 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This property has requested a life/safety grant of \$80,000. This investment by the Authority will leverage \$403,200 in private sector financing; a private investment of \$1.69 for every TIF and grant dollar investment.

Use of Funds	Source of Funds.			
Description	TIF Funds	Other Grants	Private Funds	Total
Site Acquisition	77000	—	\$0	\$77,000
Legal and Plan*	8000		\$0	\$8,000
Engineering/Arch	8000		\$0	\$8,000
Renovation	\$66,800	\$80,000	\$348,000	\$500,000
Contingency			\$50,000	\$50,000
TOTALS	\$159,800	\$80,000	\$398,000	\$643,000

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2019, valuation of approximately \$77,000. Based on the 2017 levy this would result in a real property tax of approximately \$1,734. It is anticipated that the assessed value will increase by \$473,000 upon full completion, as a result of the site redevelopment. This

development will result in an estimated tax increase of over \$10,654 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 2019 assessed value:	\$ 77,000
Estimated value after completion	\$ 550,000
Increment value	\$ 473,000
Annual TIF generated (estimated)	\$ 10,654
TIF bond issue	\$ 159,814

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

The redevelopment project area currently has an estimated valuation of \$77,000. The proposed redevelopment will create additional valuation of \$550,000. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

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

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

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

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

This project will not have a negative impact on other employers in any manner different from any other expanding business within the Grand Island area. This will provide housing options for employees of Downtown businesses that wish to live Downtown.

(e) Impacts on student populations of school districts within the City or Village:

This development will have a minimal impact on the Grand Island School system as it will likely not result in any increased attendance. The units to be developed with this project are unlikely to be family units, especially for families with school age children. These are two bedroom second story units located in the historic downtown.

The average number of persons per household in Grand Island for 2012 to 2016 according the American Community Survey is 2.65. Four additional household would house 11 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 2 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. It is likely that the school system would be able to absorb any students from this additional development without adding to school facilities or staffing.

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

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

Time Frame for Development

Development of this project is anticipated to be completed during between December of 2018 and December of 2019. The base tax year should be calculated on the value of the property as of January 1, 2019. Excess valuation should be available for this project for 15 years beginning in 2020 with taxes due in 2021. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$159,800 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the rehabilitation the developer will spend at least \$643,000 on TIF eligible activities in excess of other grants given.

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



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name:

Paramount Development, LLC

Address:

PO Box 290 Alda, NE 68810

Telephone No.: 308-384-1690

Fax No.: 308-381-1697

Contact:

Pat O'Neill - pat@oneillwr.com

Brief Description of Applicant's

Business: Applicant is a newly formed real estate development business focused on multi family residential.

Gary and Sonja Weinrich are currently developing small multi family residential housing and own several

residential rental units. Pat O'Neill is demolition and earthwork contractor with commercial and
agricultural land.

Present Ownership Proposed Project Site: Grand Island Entrepreneurial, Inc - C/O Ray O'Connor

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

The building will be spilt off via condo agreement and Paramount Development will purchase the second floor from the current owner. The project will consist of approximately 7,500 square feet of residential space, common spaces and an exercise room. A roof top patio may be added depending on code approval. Residential units will have hardwood floors, stone counter tops, large windows, and walk in showers.

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land	\$
<hr/>	
B. Building	\$ 77,000
<hr/>	

Construction Costs:

A. Renovation or Building Costs:	\$ 500,000
<hr/>	
B. On-Site Improvements:	\$ 0
<hr/>	

Soft Costs:

A. Architectural & Engineering Fees: \$ 8,000

B. Financing Fees:	\$ 5,000
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C. Legal/Developer/Audit Fees: \$ 4,000

D. Contingency Reserves:	\$ 50,000
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E. Other (Please Specify)	\$
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TOTAL \$ 644,000.

Total Estimated Market Value at Completion: \$ 550,000

Source of Financing:

A. Developer Equity: \$ 66,000

B. Commercial Bank Loan: \$ 350,000

Tax Credits:

1. N.I.F.A. \$ 0

2. Historic Tax Credits \$ 0

D. Industrial Revenue Bonds:	\$ 0
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E. Tax Increment Assistance: \$ 148,000

F. Other \$80,000
Life Safety Grant

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

Architect is Tobias Scott Gay 1470 31st Avenue Columbus, NE 68601 402-562-6074

Engineer is Michael Spelenik 201 East Second Street Grand Island, NE 68801 308-384-8750

General Contractor is Paramount Development PO Box 290 Alda, NE 68810 308-384-1690

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

Based on conversation with the county we believe the building will be worth an average of \$125,000

per unit and common spaces of \$50,000 for a total valuation of \$550,000. This should generate approximate
annual taxes of \$11,000 for a 15 year total of \$165,000.

Project Construction Schedule:

Construction Start Date:

October 1, 2018

Construction Completion Date:

March 1 2019

If Phased Project:

NA	Year	NA	%
Complete			
NA	Year	NA	%
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:

We are requesting the maximum amount of TIF as permitted based upon the assumed tax
value after construction. We are requesting approximately \$165,000 in TIF to be allocated to
allowable expenses as defined by statute including new utilities, acquisition, and renovation costs.

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

The developer will be borrowing a large amount of money and putting in cash equity into the project.
As the rental pro forma shows the project is not feasible from either a cash flow or lending
perspective without TIF. The TIF will allow us to meet lending criteria and make the project
moderately profitable on a 20 year amortization.

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

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

NA

- IV. Please Attach Applicant's Corporate/Business Annual Financial Statements for the Last Three Years. Applicant is a new company currently in the LLC process.

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

Easy Street Apartments Preliminary Budget

Site Acquisition

Purchase Site from Ray O'Connor	\$77,000	
		\$77,000

Professional Fees

Design and architectural stamp	\$6,000	
Condo Agreement	\$5,000	
Survey	\$1,000	
		\$12,000

Site Utilities

New Electrical Service to Building	\$15,000	
Water Service Modifications	\$5,000	
Sewer Service Modifications	\$5,000	
Concrete removal and replacement by Owner for Utilities	\$5,000	
		\$30,000

Fire Sprinklers

Sub contract fire sprinklers for units and common spaces	\$26,000	
		\$26,000

Common Spaces

New Fire Exit on south side of building	\$16,000	
Fire walls north side first floor materials and labor	\$8,000	
New exit door	\$3,000	
Common space improvements on main entrance	\$4,000	
Electrical and HVAC for common spaces and resident hall	\$5,000	
		\$36,000

Building Exterior Upgrades

New roof provided by Seller	\$0	
Paint insulated metal panels on exersize room and hall	\$6,000	
Paint brick walls	\$6,000	
New windows on south side (demo, frame, supply and install) 3 windows	\$3,000	
New windows on east and west walls 15 units, supply and install	\$7,500	
New floor to ceiling windows on north wall (units 1 and 2)	\$6,000	
New attic insulation	\$8,000	
		\$36,500

Exersize Room and Deck

Interior improvements	\$8,000	
HVAC, elecrtical and plumbing	\$4,000	
New garage doors and windows	\$7,000	
New Stair	\$6,000	
Safety Railings	\$6,000	

Decking on roof top	\$4,000
	\$35,000

Total costs for building, utilities and common spaces	\$252,500
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Unit build out Cost summary

Unit 1	1024 square feet	\$70 per square foot	\$71,680
Unit 2	1143 square feet	\$70 per square foot	\$80,010
Unit 3	1276 square feet	\$70 per square foot	\$89,320
Unit 4	1490 square feet	\$70 per square foot	\$104,300
	4933		
			\$345,310

Total Project Cost	\$597,810
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Contingency	\$50,000
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Operating

Project Name **Easy Street Apartments**Address: **411 West Third Street**

Income:

Rent:	# Units	Monthly Rent	Annual Rent
Unit 1	1	\$ 1,200	\$ 14,400
Unit 2	1	\$ 1,200	\$ 14,400
Unit 3	1	\$ 1,100	\$ 13,200
Unit 4	1	\$ 1,400	\$ 16,800
Total Units	4		
Gross Rent			\$ 58,800
Less:			
Vacancy	5.0%		\$ (2,940)
Bad Debt	1.0%		\$ (588)
Gross Effective Income:			\$ 55,272

Expenses:

Administrative	Annual	Average Per Unit
Advertising & Marketing	\$ 50	\$ 13
Mgmt Fee (% of collections)	5.0% \$ 2,764	\$ 691
Administrative	\$ -	\$ -
Legal	\$ 150	\$ 38
Accounting	\$ 300	\$ 75
Office Supplies	\$ 20	\$ 5
Credit Checks	\$ 20	\$ 5
Leasing Fees	\$ 100	\$ 25
Other	\$ 30	\$ 8
Total Administrative:	\$ 3,434	\$ 859
Payroll		
Administrative Payroll	\$ -	\$ -
Maintenance Payroll	\$ -	\$ -
Fringe	0.0% \$ -	\$ -
Payroll Taxes	0.00% \$ -	\$ -
Total Payroll:	\$ -	\$ -
Maintenance		
Decorating (unit make ready)	\$ 100	\$ 25
Repairs	\$ 500	\$ 125
Security	\$ -	\$ -
Grounds (landscaping, snow removal)	\$ -	\$ -
Building supplies	\$ 100	\$ 25
Service contracts (HVAC)	\$ 150	\$ 38
Other	\$ -	\$ -
Total Maintenance:	\$ 850	\$ 213
Operating:		
Common Space utilities	\$ -	\$ -
Electric	\$ 1,000	\$ 250
Water/Sewer	\$ 600	\$ 150

Sample Pro Forma Single Family Rentals

Trash removal	\$ 500	\$	125
Janitorial	\$ -	\$	-
Exterminating	\$ -	\$	-
Telephone	\$ -	\$	-
Other	\$ -	\$	-
Total Operating Costs:	\$ 2,100	\$	525
Taxes & Insurance:			
Real Estate Taxes	\$ 11,000	\$	2,750
Insurance	\$ 1,500	\$	375
Other Taxes, Licenses, Fees	\$ -	\$	-
Total Taxes:	\$ 12,500	\$	3,125
Total Annual Operating Expenses:	\$ 18,884	\$	4,721
		\$	-
		\$	-
NOI Before Reserves & Debt Svc:	\$ 36,388	\$	9,097
		\$	-
		\$	-
		\$	-
Reserves:			
	Per Unit	Annual	
Replacement Reserve	\$ 100	\$ -	\$ -
Operating Reserve	\$ 80	\$ -	\$ -
Cashflow Before Debt Service:		\$ 36,388	\$ 9,097
Debt Service (See Terms Below)		\$28,308.00	\$ 7,077
Cashflow After Debt Service		\$8,080.00	\$ 2,020

INTERIOR RENOVATIONS TO 411 W. 3RD STREET GRAND ISLAND, NEBRASKA

GENERAL ABBREVIATIONS

A	
AB	ANCHOR BOLT
A/C	AIR CONDITIONER
ACC	ACCESS(IBLE) (ORIES)
ACCOUS	ACOUSTICAL
ADDL	ADDITIONAL
ADJ	ADJUSTABLE
ADJC	ADJACENT
A/E	ARCHITECT/ENGINEER
AFF	ABOVE FINISH FLOOR
AL	ALUMINUM
ALT	ALTERNATE
ANC	ANCHOR(AGE)
APPROX	APPROXIMATE(LY)
ARCH	ARCHITECT
AUTO	AUTOMATIC
AVG	AVERAGE
B	
BD	BOARD
BITUM	BITUMINOUS
BLDG	BUILDING
BLE	BRICK LEDGE ELEVATION
BLK	BLOCK(ING)
BM	BEAM
ROT	BOTTOM
BRDG	BRIDGING
BRG	BEARING
BRKT	BRACKET
BTW	BETWEEN
BW	BOTH WAYS
C	
C	CHANNEL
C/C	CENTER TO CENTER
CAB	CABINET
CB	CHALKBOARD
CEN	CENT(ER) (TRAL)
CG	CORNER GUARDS
CHAM	CHAMFER
CI	CAST IRON
CNTR	COUNTER
COL	COLUMN
COMP	COMPOSITE
CONC	CONCRETE
CONF	CONFERENCE
COND	CONDITION
CONN	CONNECTION
CONT	CONTINU(E) (OUS) (ATION)

C	
CONTR	CONTRACT(OR)
CORR	CORRIDOR
CTSK	COUNTER(SINK) (SUNK)
CTR	CENTER
CUH	CABINET UNIT HEATER
CLO	CLOSET
CLR	CLEAR(ANCE)
CJ	CONTROL/CONSTRUCTION JOINT
CLG	CEILING
D	
D	DEEP, DEPTH, DATA OUTLET
D AND E	DRILL, AND EPOXY GROUT
DBE	DECK BEARING ELEVATION
DBL	DOUBLE
DEG	DEGREE(S)
DEMO	DEMO(LISH) (LITION)
DEPT	DEPARTMENT
DET	DETAIL
DF	DRINKING FOUNTAIN
DIA	DIAMETER
DIAG	DIAGONAL
DIF	DIFFEREN(CE) (TIAL)
DIFL	DIFFUSER
DIM	DIMENSION
DN	DOWN
DO	DOOR OPENING
DOC	DOCUMENT(S)
DOOR	DOOR
DS	DOWNSPOUT
DSP	DRY STANDPIPE
DWG(S)	DRAWING(S)
DWL	DOWEL (REBAR)
DWR	DRAWER
E	
E	EAST, EASTING
EA	EACH
EF	EACH FACE
EJ	EXPANSION JOINT
EL	ELEVATION
ELC	ELECTRICAL
ELEV	ELEVATOR
EQ	EQUAL
EQUIP	EQUIPMENT
EW	EACH WAY
EW	ELECTRIC WATER COOLER
EX	EXAMPLE

E	
EXC	EXCAVAT(E) (ED) (ION)
EXCL	EXCLUD(E) (ED) (ING)
EXCP	EXCEPT
EXH	EXHAUST
EXST	EXISTING
EXPO	EXPOSED
EXP	EXPAN(D) (SION)
EXT	EXTERIOR
F	
F/F	FACE TO FACE
FAB	FABRICAT(E) (ED) (OR)
FAS	FASTEN(ED) (ER)
FC(S)	FACE(S)
FD	FLOOR DRAIN
FND	FOUNDATION
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FIN	FINISH
FL	FLOOR
FLASH	FLASHING
FLEX	FLEXIBLE
FLG	FLANGE
FLR	FLOOR(ING)
FOW	FACE OF WALL
FR	FRAME
FT	FOOT OR FEET
FTG	FOOTING
FURR	FURR(ED) (ING)
FUT	FUTURE
G	
GA	GAUGE
GALV	GALVANIZED
GB	GRAB BAR OR GYPSUM BOARD
GC	GENERAL CONTRACTOR
GENL	GENERAL
GFI	GROUND FAULT CIRCUIT INTERRUPTER
GL	GLASS
GLB	GLUE LAMINATED BEAM
GND	GROUND
GR	GRADE
GRL	GRILLE
GRV	GRAVITY ROOF VENTILATOR
GYP	GYPSUM

H	
H	HIGH, HEIGHT
HB	HOSE BIB
HC	HOLLOW CORE
HCP	HANDICAP
HD	HEAVY DUTY
HDR	HEADER
HDWD	HARDWOOD
HDWE	HARDWARE
HM	HOLLOW METAL
HO	HOLD OPEN
HORIZ	HORIZONTAL
HR	HOUR
HTR	HEATER
HVAC	HEATING/ VENTILATING/ AIR CONDITIONING
I	
ID	INSIDE DIAMETER/DIMENSION/ IDENTIFICATION
IF	INSIDE FACE
IN	INCH(ES)
INCL	INCLU(DE) (DED) (DING) (SIVE)
INFO	INFORMATION
INSUL	INSULAT(E) (ED) (ION)
INT	INTERIOR
J	
JAN	JANITOR
JBE	JOIST BEARING ELEVATION
JC	JANITOR CLOSET
JST	JOIST
JT	JOINT
K	
K	KIP (1000 POUNDS)
KIT	KITCHEN
KO	KNOCK OUT
L	
LAB	LABORATORY
LAM	LAMINATE
LAV	LAVATORY
LKR	LOCKER
LT	LIGHT

M	
MAS	MASONRY
MAX	MAXIMUM
MECH	MECHANICAL
MET	METAL
MFR	MANUFACTURER
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MO	MASONRY OPENING
MTD	MOUNTED
MTL	METAL
N	
N	NORTH
NIC	NOT IN CONTRACT
NO	NUMBER
NOM	NOMINAL
NTS	NOT TO SCALE
O	
OBS	OBSOLETE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OFF	OFFICE
OPNG	OPENING
OPT	OPTIONAL
OPP	OPPOSITE
ORD	OVERFLOW ROOF DRAIN
OS	OVERFLOW SCUPPER
P	
PL	PLATE
PLAM	PLASTIC LAMINATE
PLWD	PLYWOOD
PR	PAIR
PREFIN	PREFINISHED
PTN	PARTITION
R	
R	RISER
RAD	RADIUS
REINF	REINFORCE (D) (ING)
REQ'D	REQUIRED
RM	ROOM
RO	ROUGH OPENING

S	
S	SOUTH
SCHED	SCHEDULE
SECT	SECTION
SHT	SHEET
SIM	SIMILAR
SPEC	SPECIFICATIONS
T	
TEMP	TEMPORARY
TC	TOP OF CURB
T & G	TONGUE AND GROOVE
THK	THICK
TOM	TOP OF MASONRY
TOS	TOP OF STEEL
TPD	TOILET PAPER DISPENSER
TR	TREAD
TV	TELEVISION
U	
UNO	UNLESS NOTED OTHERWISE
UR	URINAL
UTIL	UTILITY
V	
VB	VAPOR BARRIER
VERT	VERTICAL
VEST	VESTIBULE
W	
W	WIDE, WIDTH, WEST
WP	WITH WATERPROOF
WT	WEIGHT
SPECIAL SYMBOLS	
—	AND
—	ANGLE
—	AT
—	CENTERLINE
—	PLATE LINE
—	POUND / NUMBER
—	DIAMETER / ROUND

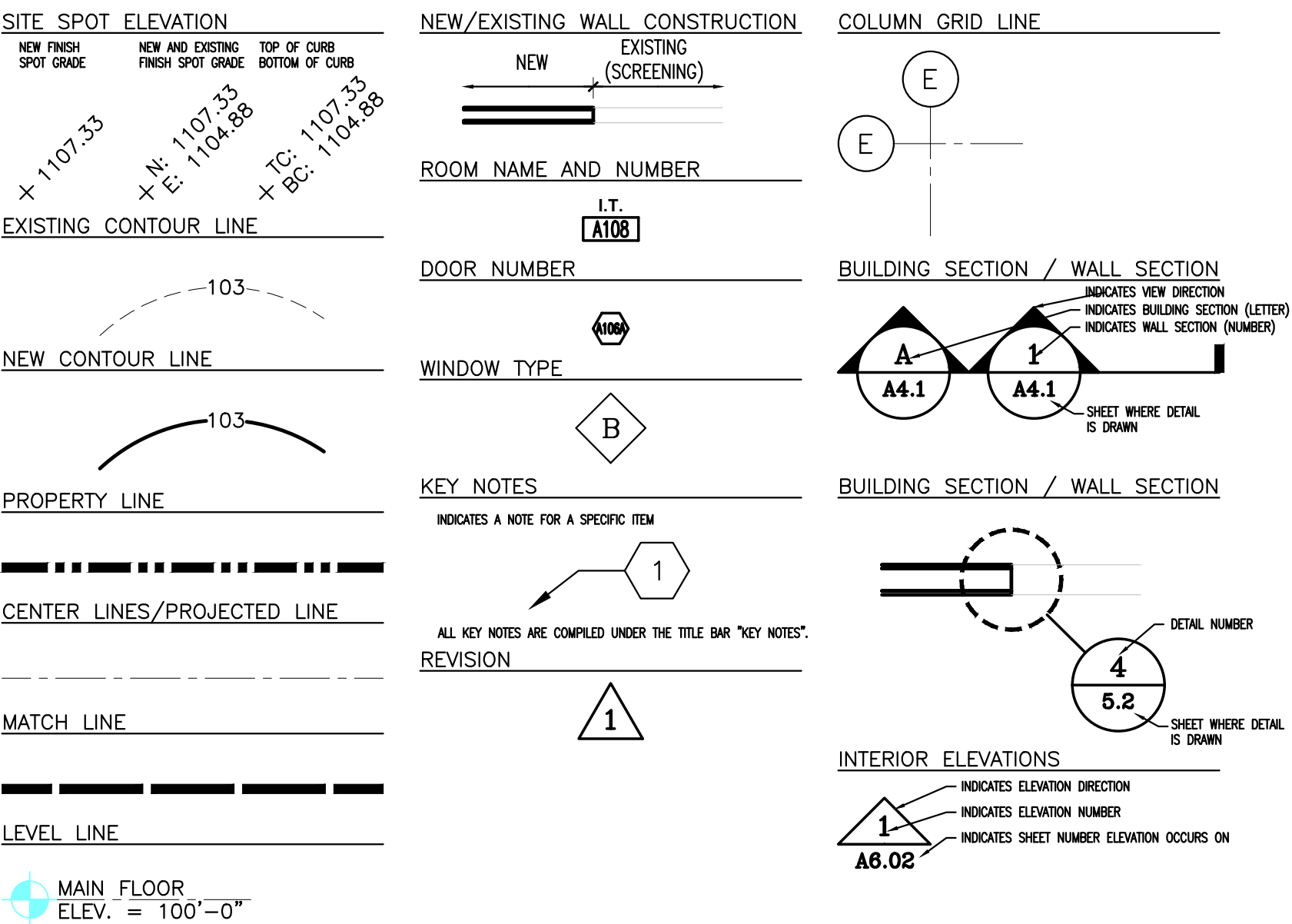
SHEET INDEX

T0.01	TITLE SHEET
ADA	ADA INFORMATION
D1.01	SECOND FLOOR DEMOLITION PLAN
AC1.01	SECOND FLOOR CODE PLAN
A1.01	SECOND FLOOR COMPOSITE PLAN
A1.02	SECOND FLOOR PLAN AREA 'A' & DOOR SCHEDULE
A1.03	SECOND FLOOR PLAN AREA 'B', WINDOW SCHEDULE, & STAIR SECTION

PROFESSIONAL SEAL

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07-09-2018

GRAPHIC SYMBOLS



MATERIAL INDICATIONS

CONCRETE	PLYWOOD	BATT INSUL.	STONE	BRICK
WOOD STUDS	WOOD BLOCKING	RIGID INSUL.	EARTH	PLASTER
METAL STUDS	CERAMIC TILE	CMU (STD. WT.)	GRAVEL/SAND FILL	GYPSUM BOARD
FINISH WOOD	ACOUSTICAL PANEL	CMU (LT. WT)	METAL SECTION	METAL (LARGE SCALE)

GENERAL NOTES

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OWNER: ONEILL TRANSPORTATION
P.O. BOX 290
ALDA, NE 68810

SHEET TITLE: TITLE SHEET

DRAWN BY:
SPOTANSKI

PLAN DATE:
07-09-2018

PLOT DATE:
07-09-2018

SHEET:

T0.01

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Grand Island, NE 68801
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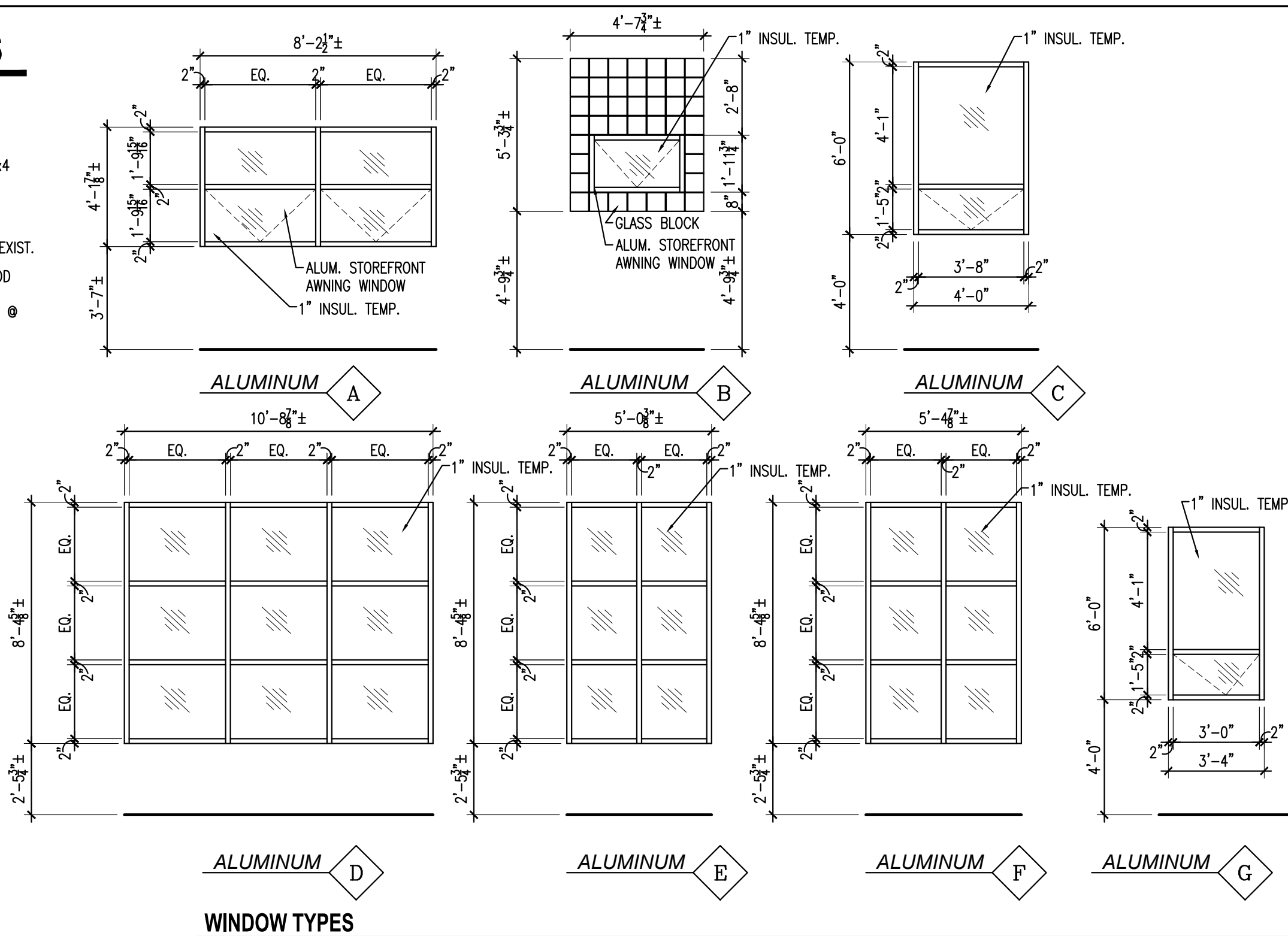
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BUILDINGS AND LANDSCAPES
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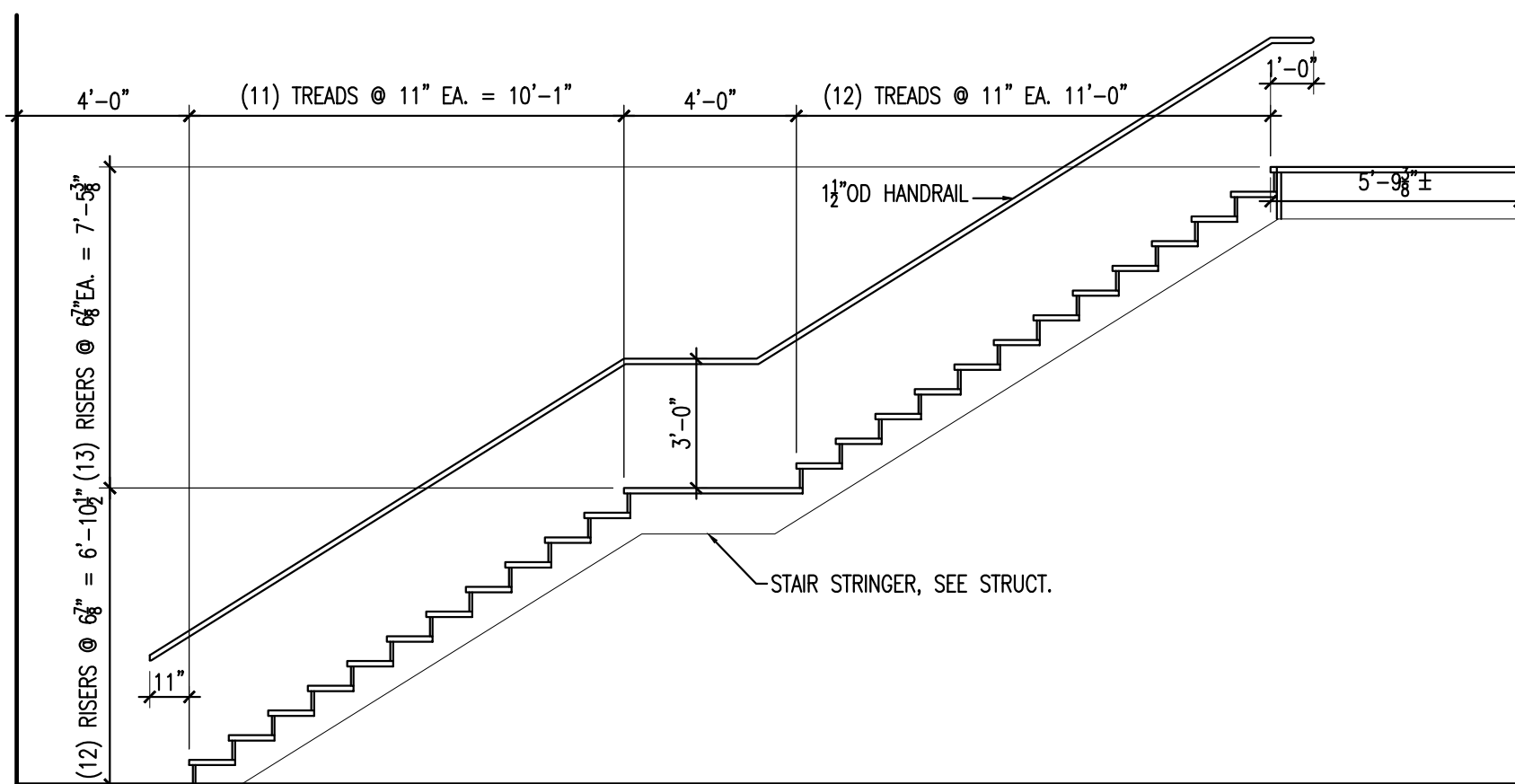
STACY J. SPOTANSKI



- 1 NEW STEEL DECK, SEE STRUCT.
- 2 NEW STEEL GUARDRAIL
- 3 LINE OF 5/8" F.C. GP. BD. @ EA. SIDE OF 2x4 STUDS @ 16" O.C. @ FIRST FLOOR.
- 4 NEW STEEL DOOR & FRAME, - SEE SCHEDULE.
- 5 NEW MASONRY WALL INFILL, CONST. TO MATCH EXIST.
- 6 NEW 3/4" PLYWD. FLOOR SHEATHING OVER WOOD FLOOR JOIST. -SEE STRUCT.
- 7 5/8" F.C. GP. BD. @ EA. SIDE OF 2x4 STUDS @ 16" O.C. @ SECOND FLOOR.



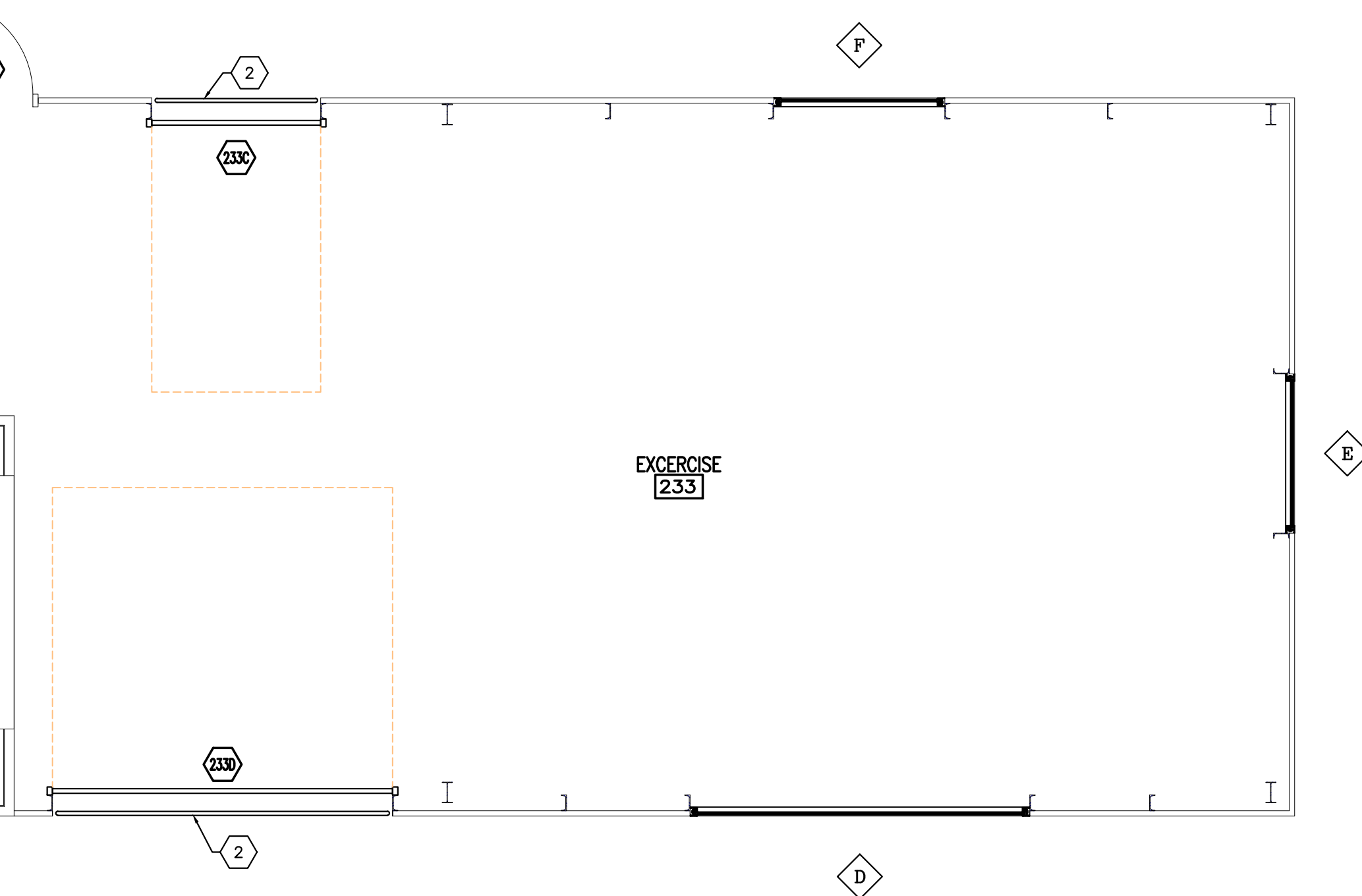
WINDOW TYPES



STAIR SECTION

FLOOR PLAN GENERAL NOTES

1. CONTR. TO INSTALL NEW 5/8" TYPE 'X' GYP. BD. CEILING IN ALL NEW APARTMENT/CORRIDOR/STAIR AREAS.

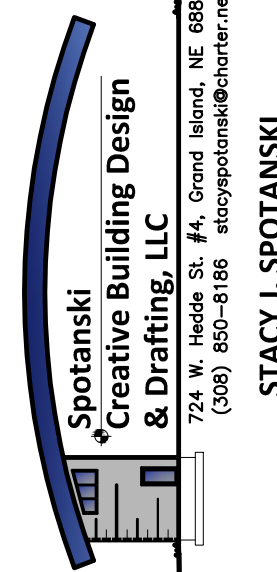


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9. THESE PLANS ARE DRAWN ACCORDING TO THE CONTRACTOR/CLIENTS SPECIFICATIONS. ALL DIMENSIONS ARE TO BE VERIFIED BY CONTRACTOR,

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OWNER: ONEILL TRANSPORTATION
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ALDA, NE. 68810

SHEET TITLE: ENLARGED FLOOR PLAN AREA "B",
WINDOW SCHEDULE, & STAIR SECTION

DRAWN BY:
SPOTANSKI

PLAN DATE:
07-09-2018

PLOT DATE:
07-09-2018

SHEET:

A1.03

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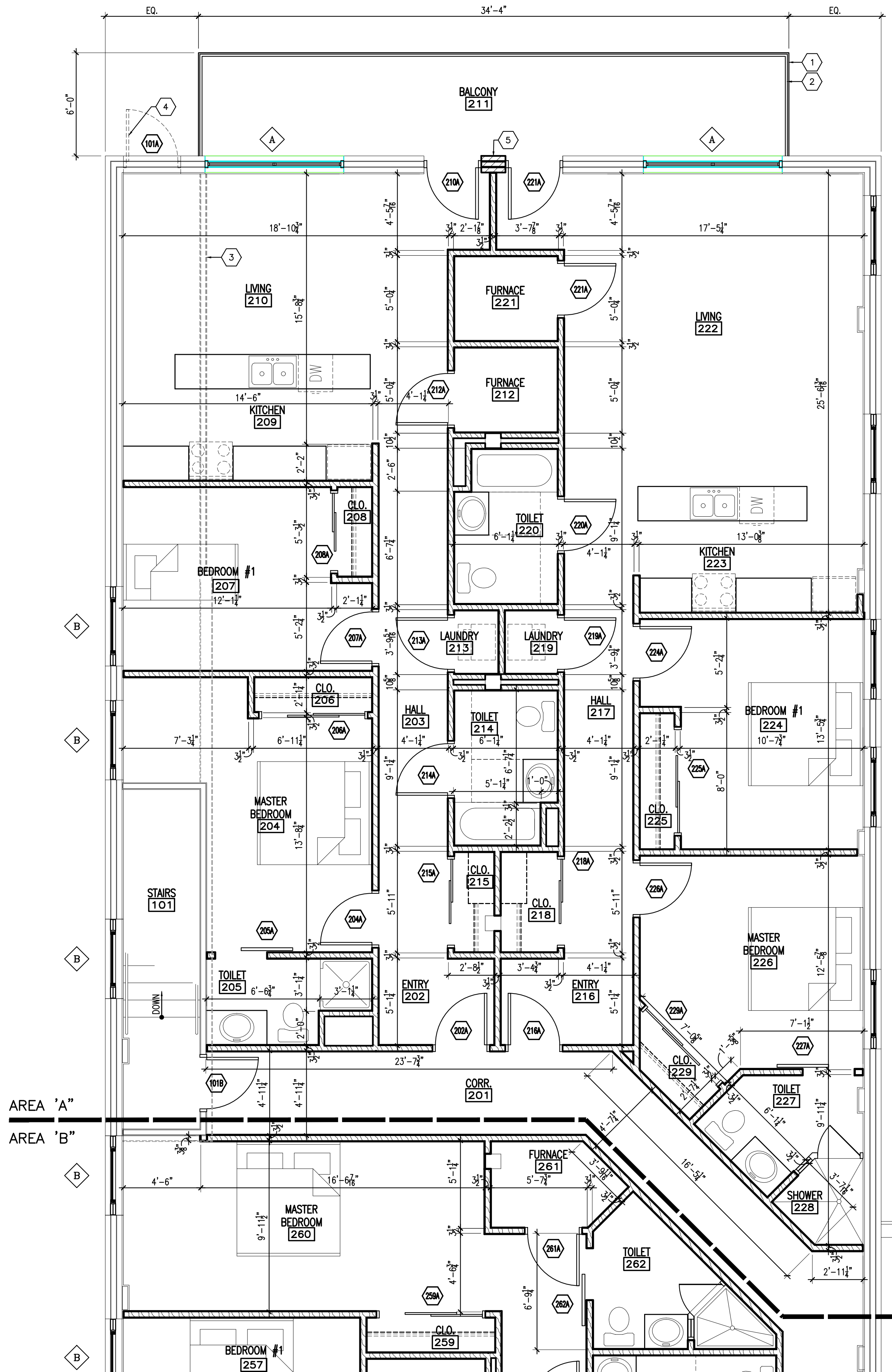
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FLOOR PLAN GENERAL NOTES

1. CONTR. TO INSTALL NEW 5/8" TYPE 'X' GYP. BD. CEILING IN ALL NEW APARTMENT/CORRIDOR/STAIR AREAS.

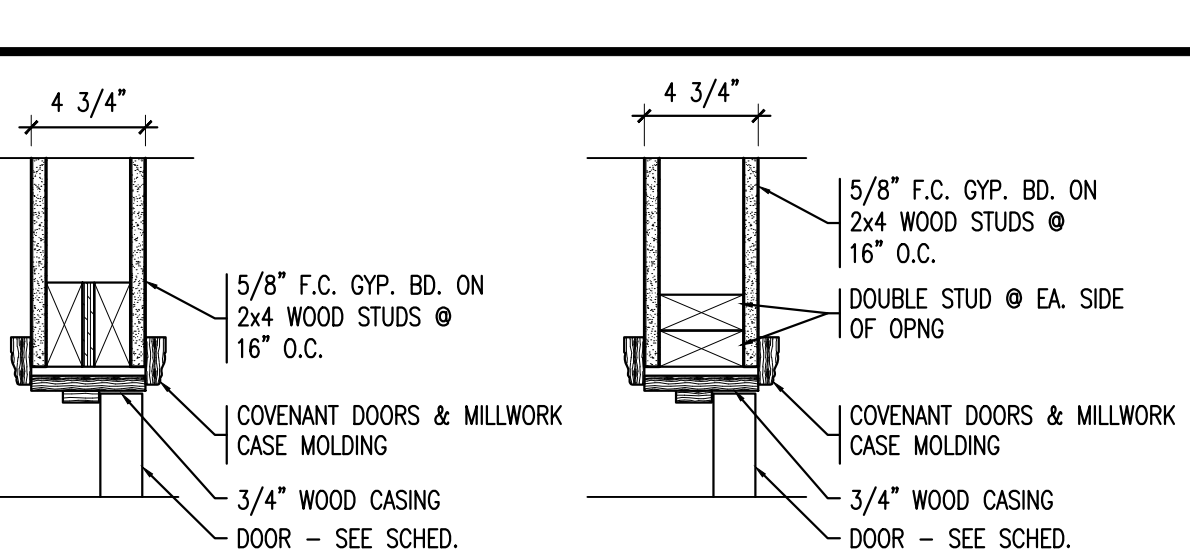
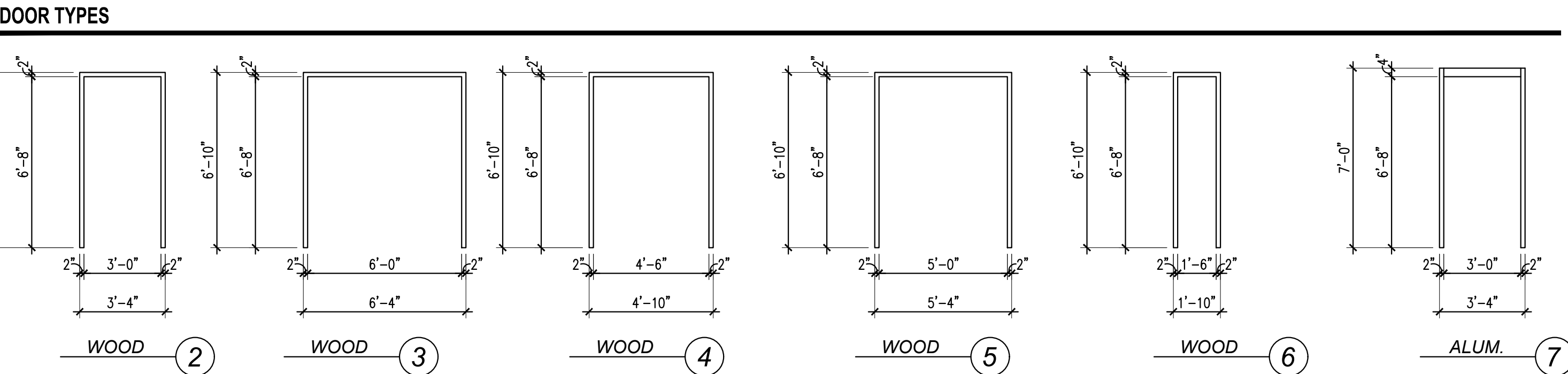
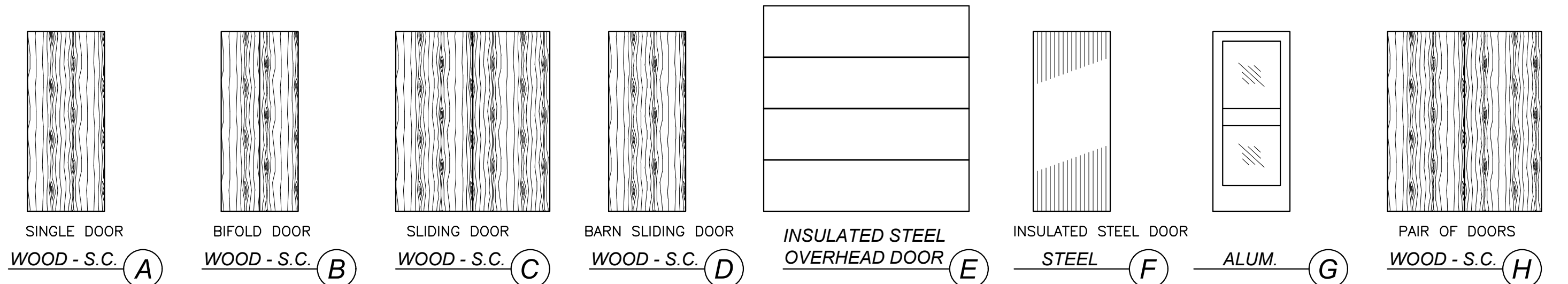
FLOOR PLAN KEYNOTES

- 1 NEW STEEL DECK, SEE STRUCT.
2 NEW STEEL GUARDRAIL.
3 5/8" F.C. GYP. BD. @ EA. SIDE OF 2x4 STUDS @ 16" O.C. @ FIRST FLOOR.
4 NEW STEEL DOOR & FRAME, - SEE SCHEDULE.
5 NEW MASONRY WALL INFILL, CONST. TO MATCH EXIST.



SECOND FLOOR PLAN - AREA 'A'
1/4" = 1'-0"

DOOR SCHEDULE																			
DOOR NO.	DOOR					FRAME						FIRE LABEL	GLAZING	REMARKS	HARDWARE GROUP				
	SIZE			MAT'L	TYPE	MAT'L	TYPE	DETAIL											
	WIDTH	HEIGHT	THICKNESS					HEAD	JAMB	SILL									
101A	3'-0"	6'-8"	1 3/4"	STEEL	F	STEEL	1	—	—	—									
101B	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2		60 MIN.								
202A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2		20 MIN.								
204A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
205A	3'-0"	6'-8"	1 3/4"	WOOD	D	WOOD	—	—	—										
206A	6'-0"	6'-8"	1 3/4"	WOOD	C	WOOD	3	1	2										
207A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
208A	4'-6"	6'-8"	1 3/4"	WOOD	A	WOOD	4	1	2										
210A	3'-0"	6'-8"	1 3/4"	ALUM.	G	ALUM.	7	—	—			1" INSUL. TEMP.							
212A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
213A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
214A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
215A	5'-0"	6'-8"	1 3/4"	WOOD	C	WOOD	5	1	2										
216A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2		20 MIN.								
218A	5'-0"	6'-8"	1 3/4"	WOOD	C	WOOD	5	1	2										
219A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
220A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
221A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
221A	3'-0"	6'-8"	1 3/4"	ALUM.	G	ALUM.	7	—	—			1" INSUL. TEMP.							
224A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
225A	6'-0"	6'-8"	1 3/4"	WOOD	C	WOOD	3	1	2										
226A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
227A	3'-0"	6'-8"	1 3/4"	WOOD	D	WOOD	—	1	2										
229A	6'-0"	6'-8"	1 3/4"	WOOD	C	WOOD	3	1	2										
230A	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	—	—	—										
232A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2		60 MIN.								
233A	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	—									
233B	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	EXIST.	—									
233C	5'-4"±	8'-4"±	—	STEEL	E	—	—	—	—										
233D	10'-9"±	8'-4"±	—	STEEL	E	—	—	—	—										
235A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2		60 MIN.								
236A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2		20 MIN.								
237A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
239A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
240A	4'-6"	6'-8"	1 3/4"	WOOD	H	WOOD	4	1	2										
241A	4'-8"	6'-8"	1 3/4"	WOOD	D	WOOD	—	1	2										
242A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
243A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
244A	6'-0"	6'-8"	1 3/4"	WOOD	C	WOOD	3	1	2										
248A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
249A	6'-0"	6'-8"	1 3/4"	WOOD	C	WOOD	3	1	2										
250A	1'-6"	6'-8"	1 3/4"	WOOD	A	WOOD	6	1	2										
251A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
252A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
253A	6'-0"	6'-8"	1 3/4"	WOOD	C	WOOD	3	1	2		20 MIN.								
257A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
258A	6'-0"	6'-8"	1 3/4"	WOOD	C	WOOD	3	1	2										
259A	6'-0"	6'-8"	1 3/4"	WOOD	C	WOOD	3	1	2										
260A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
261A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
262A	3'-0"	6'-8"	1 3/4"	WOOD	D	WOOD	—	1	2										
263A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
264A	3'-0"	6'-8"	1 3/4"	WOOD	A	WOOD	2	1	2										
265A	4'-6"	6'-8"	1 3/4"	WOOD	C	WOOD	4	1	2										
—	—	—	1 3/4"	WOOD	—	—	—	—	1	2									



1 HEAD DETAIL
1 1/2" = 1'-0"

2 JAMB DETAIL
1 1/2" = 1'-0"

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DATE: _____

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& Drafting, LLC
724 W. Hesse St. #4, Grand Island, NE 68801
(531) 850-8186 info@spotanski.com

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OWNER: ONEILL TRANSPORTATION
P.O. BOX 290
ALDA, NE 68810

SHEET TITLE: ENLARGED FLOOR PLAN AREA 'A' & DOOR SCHEDULE

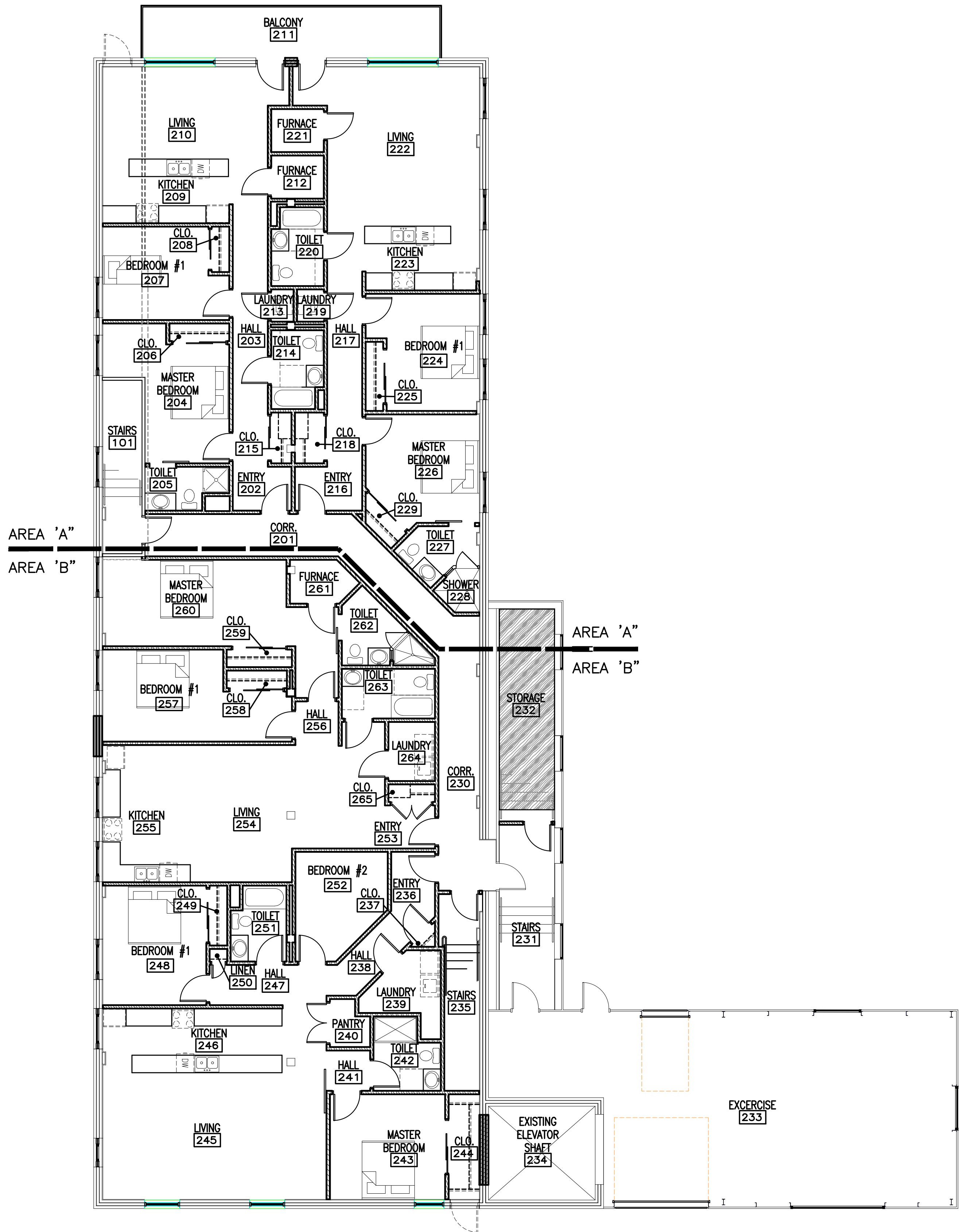
PROJECT DESCRIPTION:
411 W. 3RD STREET
GRAND ISLAND, NE.

DRAWN BY: SPOTANSKI

PLAN DATE: 07-09-2018

PLOT DATE: 07-09-2018

SHEET: A1.02



↑ SECOND FLOOR COMPOSITE PLAN
1/8" = 1'-0"

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Spotanski Creative Building Design & Drafting, LLC

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(508) 850-8186 info@spotanski.com

STACY J. SPOTANSKI

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07-09-2018

OWNER: ONEILL TRANSPORTATION
P.O. BOX 290
ALDA, NE 68810

SHEET TITLE: SECOND FLOOR COMPOSITE PLAN

PROJECT DESCRIPTION:
411 W. 3RD STREET
GRAND ISLAND, NE.

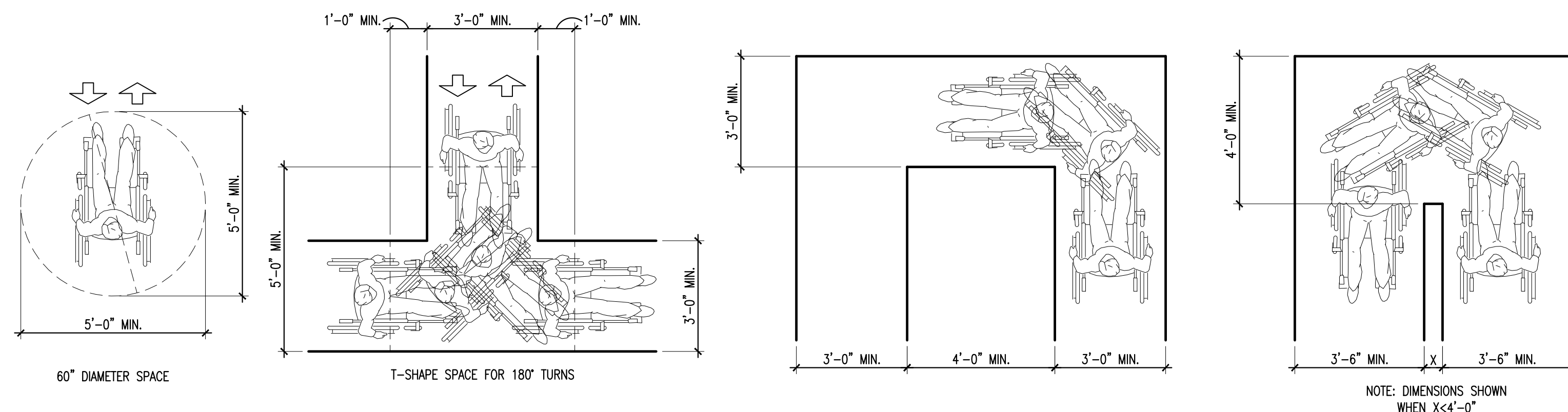
DRAWN BY: SPOTANSKI

PLAN DATE: 07-09-2018

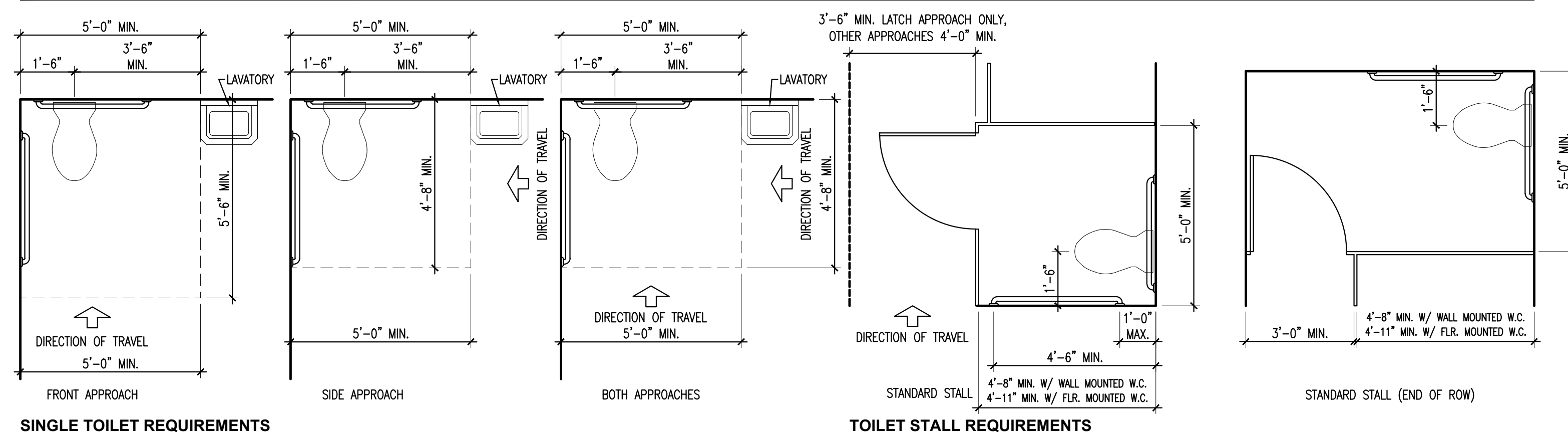
PLOT DATE: 07-09-2018

SHEET:

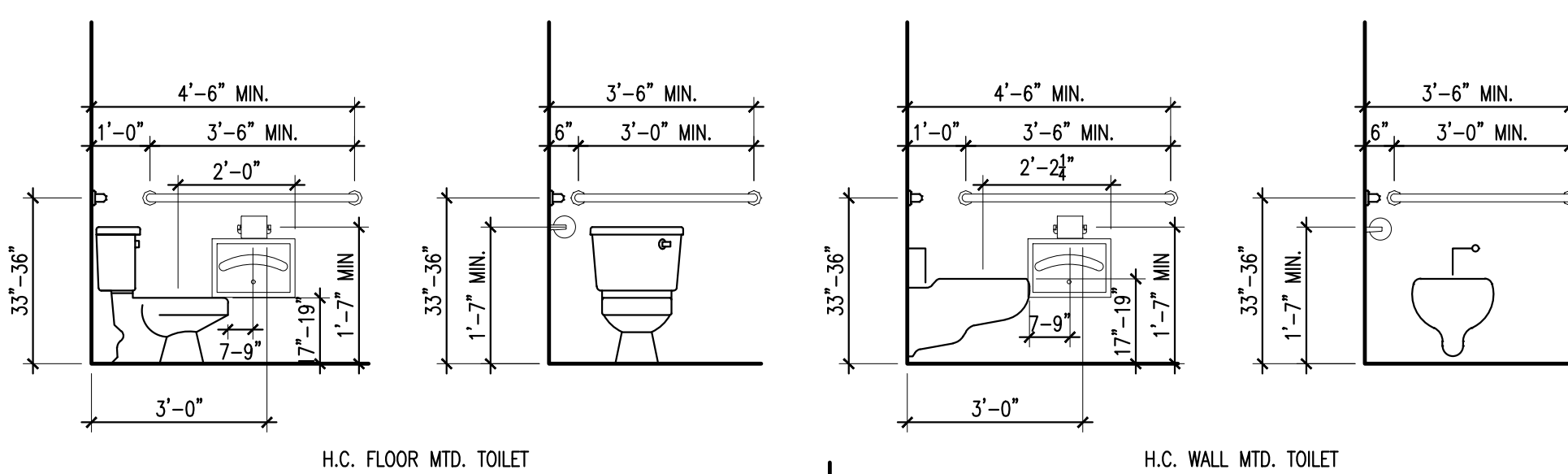
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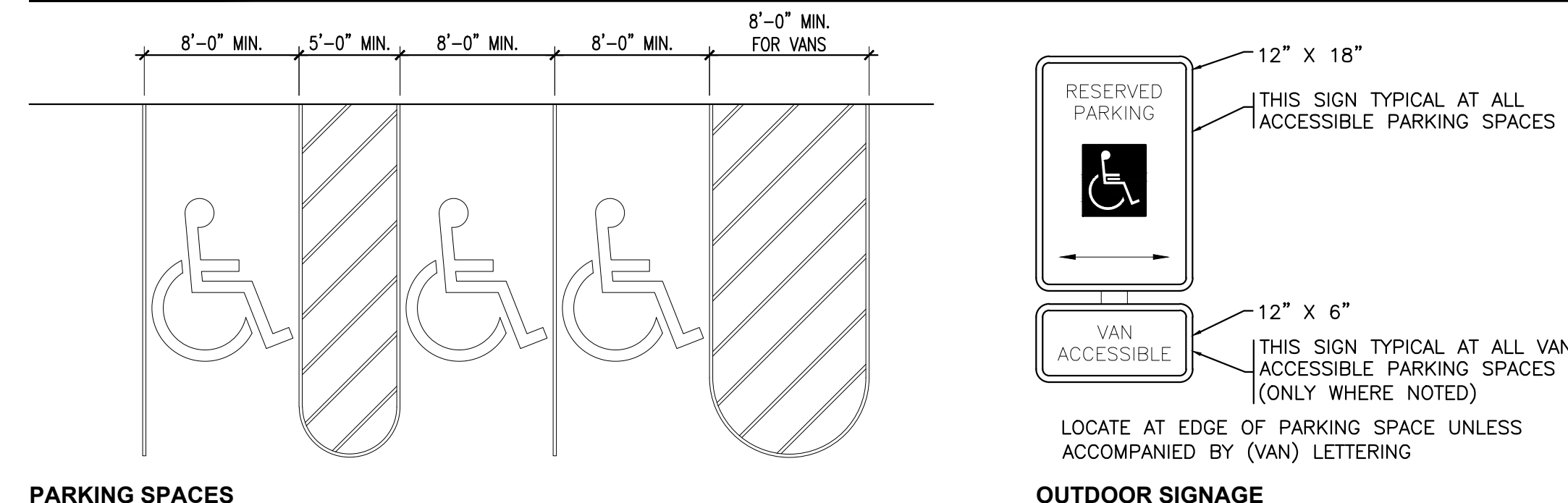
ACCESSIBLE ROUTE



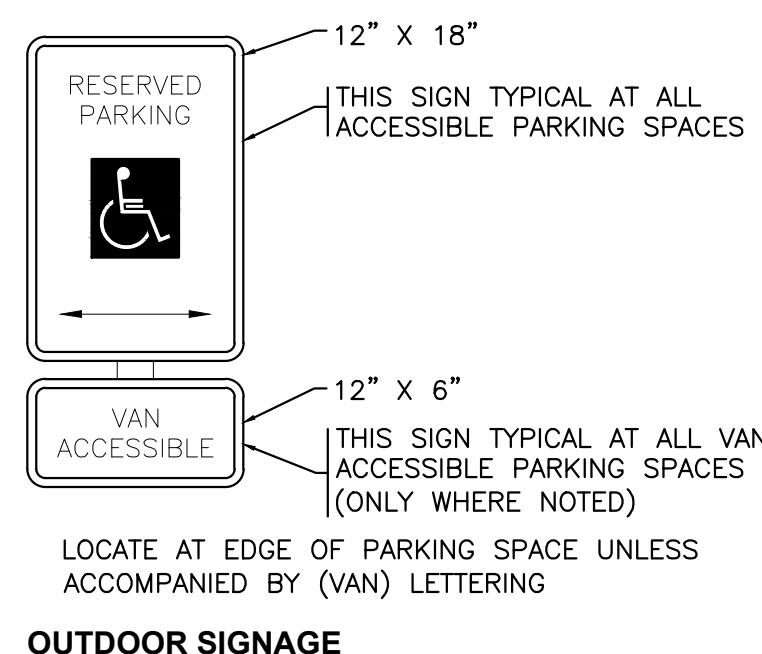
SINGLE TOILET REQUIREMENTS



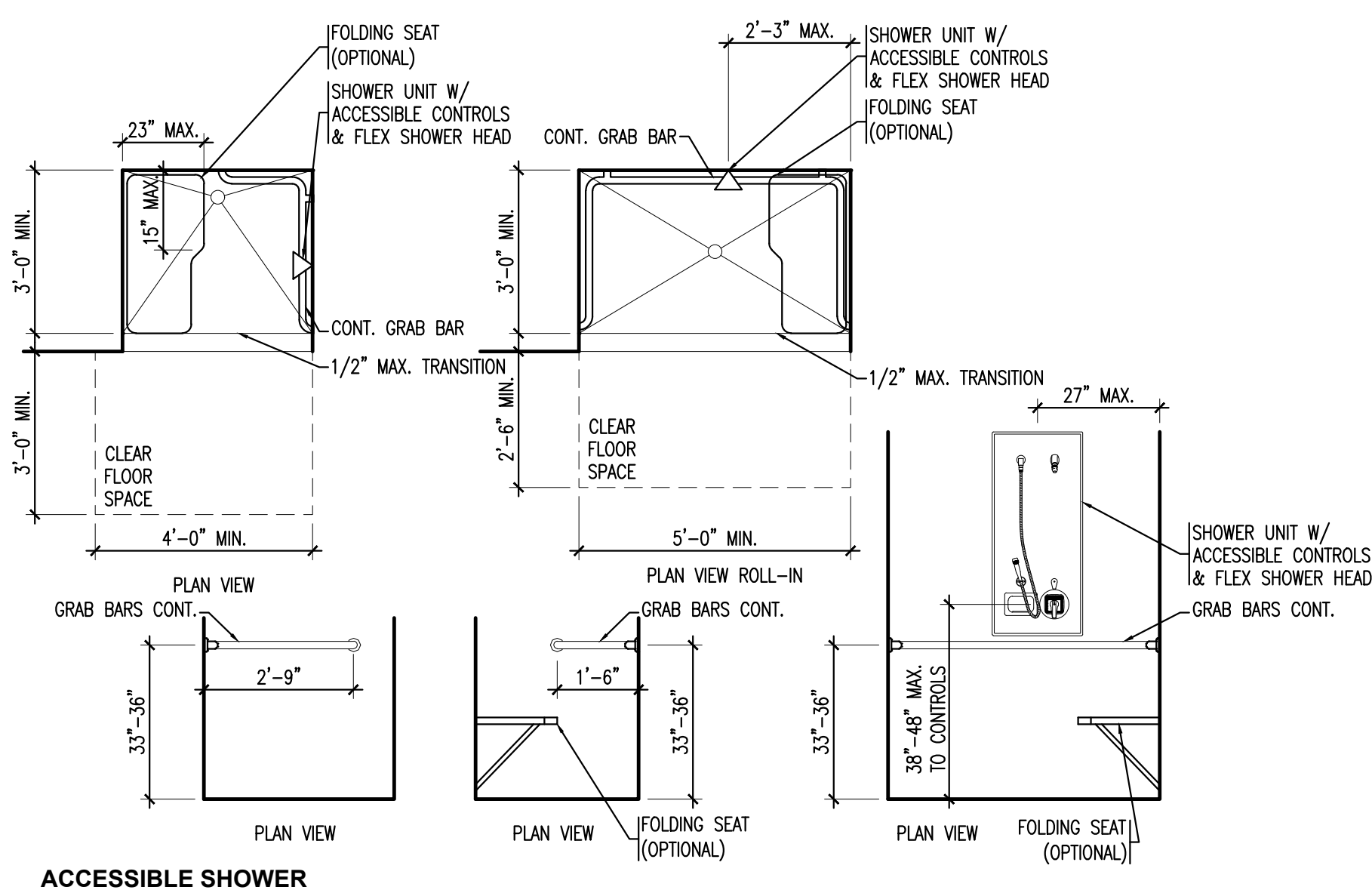
BATHROOM FIXTURES & ACCESSORIES



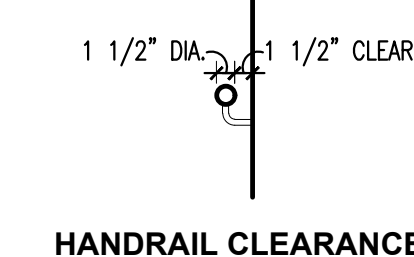
PARKING SPACES



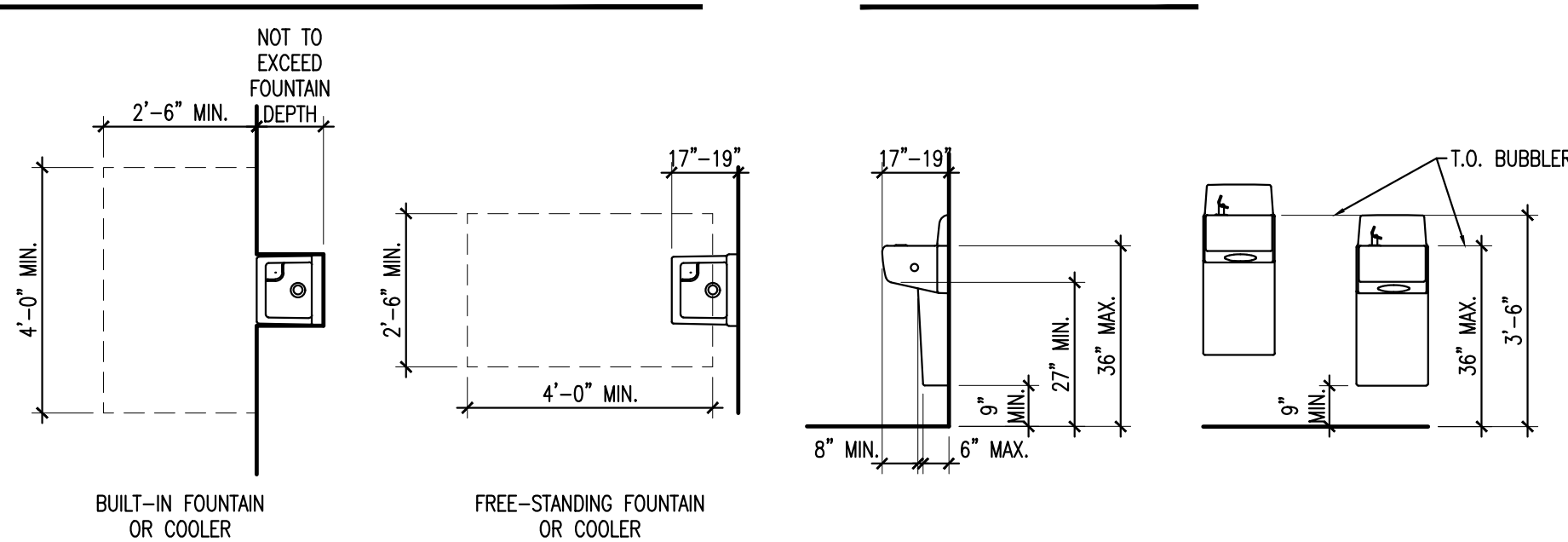
OUTDOOR SIGNAGE



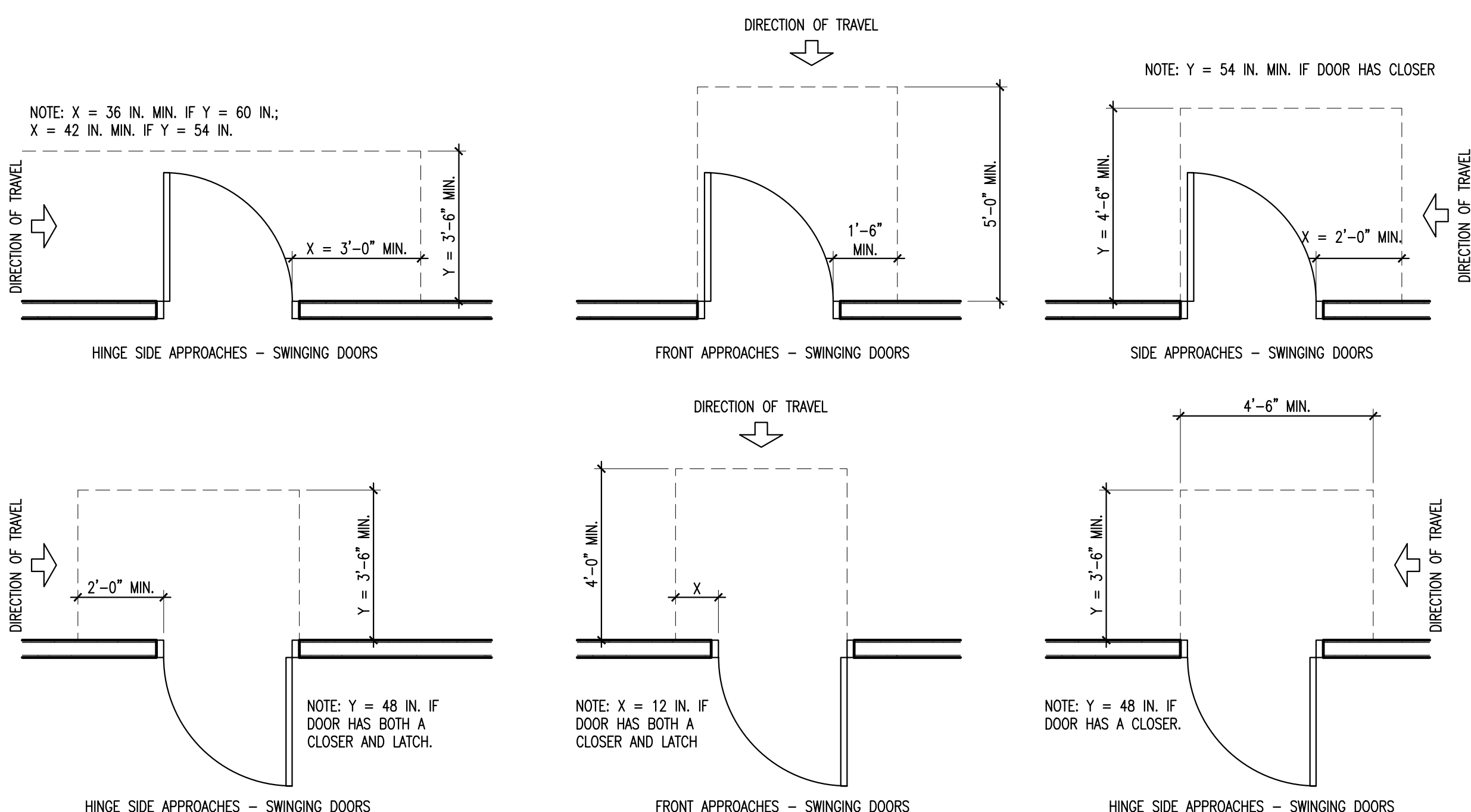
ACCESSIBLE SHOWER



HANDRAIL CLEARANCE



DRINKING FOUNTAINS



MANEUVERING CLEARANCES AT DOORS

- ## GENERAL NOTES

1. ALTHOUGH EVERY EFFORT HAS BEEN MADE IN PREPARING THESE PLANS AND CHECKING THEM FOR ACCURACY, IT IS THE PROJECT LEADS RESPONSIBILITY TO VERIFY THE ACCURACY OF ALL DETAILS AND DIMENSIONS.
2. THESE DRAWINGS ARE INTENDED TO CONFORM TO GENERALLY ACCEPTED BUILDING PRACTICES; HOWEVER, STATE AND LOCAL CODES VARY WIDELY AND ALL FEDERAL, STATE, AND LOCAL CODES, ORDINANCES, REGULATIONS, ETC. SHALL BE CONSIDERED AS PART OF THE SPECIFICATIONS OF THIS BUILDING, AND SHALL TAKE PRECEDENCE OVER ANYTHING SHOWN, DESCRIBED, OR IMPLIED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT ALL APPLICABLE BUILDING CODE REQUIREMENTS ARE BEING MET.
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9. THESE PLANS ARE DRAWN ACCORDING TO THE CONTRACTOR/CLIENTS SPECIFICATIONS. ALL DIMENSIONS ARE TO BE VERIFIED BY CONTRACTOR.

REVISION:	DATE:

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**Spotanski
Creative Building Design
& Drafting, LLC**

724 W. Hedde St. #4, Grand Island, NE 68801
(308) 850-8186 stacy@spotanski.com

OWNER: ONEILL TRANSPORTATION
P.O. BOX 290
ALDA, NE. 68810

SHEET TITLE: ADA INFORMATION

PROJECT DESCRIPTION:
411 W. 3RD STREET
GRAND ISLAND, NE.

DRAWN BY
SPOTANSKIPLAN DATE:
07-09-2018

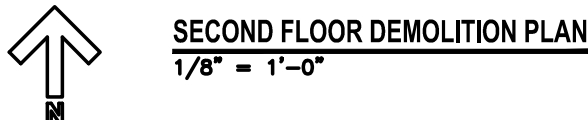
PLOT DATE
07-09-2018

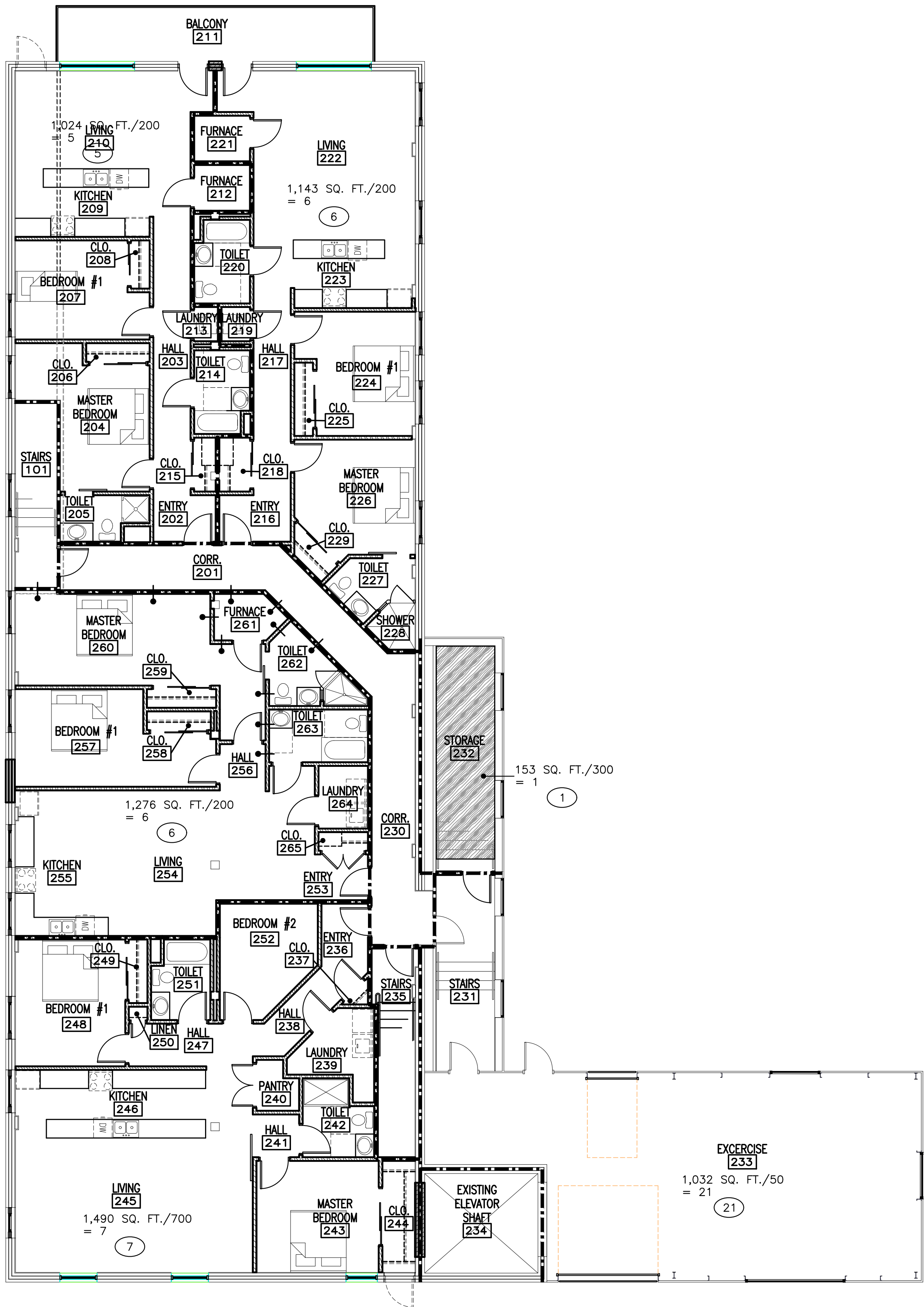
SHEET:

ADA

PROFESSIONAL SEAL

PROGRESS PRINT
NOT FOR
CONSTRUCTION
07-09-2018





SECOND FLOOR CODE PLAN
1/8" = 1'-0"

PROJECT INFORMATION

INTERNATIONAL BUILDING CODE (IBC) 2012
EXISTING BUILDING:
BASEMENT FLOOR USE: GROUP S (STORAGE)
FIRST FLOOR USE: GROUP B (BUSINESS)
GROUP M (MERCANTILE)
SECOND FLOOR USE: GROUP R-2 (RESIDENTIAL)
LIFE SAFETY CODE (NFPA 101)
OCCUPANCY:
BASEMENT FLOOR USE: EXISTING STORAGE
FIRST FLOOR USE: EXISTING MERCANTILE
EXISTING BUSINESS
SECOND FLOOR USE: NEW APARTMENT

2010 AMERICANS WITH DISABILITIES ACT

CONSTRUCTION TYPE:
EXISTING BUILDING: V-B
BUILDING HEIGHTS & AREAS:
(SEE CODE REVIEW FLOOR PLAN FOR HEIGHT & AREA CALCULATIONS)

SMOKE COMPARTMENTS:
REQUIREMENTS OF NFPA 14.3.7.1 DO NOT APPLY PER EXCEPTION (2);
BUILDING SHALL BE PROTECTED THROUGHOUT BY A SUPERVISED
AUTOMATIC SPRINKLER SYSTEM (NFPA 14.3.7.2)
PER NFPA 13.

RATING REQUIREMENTS:
PRIMARY STRUCTURAL FRAME: 0 HR
BEARING WALLS: 0 HR
NON BEARING WALLS: 0 HR
FLOOR CONSTRUCTION: 0 HR
ROOF CONSTRUCTION: 0 HR

HAZARDOUS AREA SEPARATION/ PROTECTED BY 1hr. FIRE BARRIER
(NFPA 14.3.2.1):
1. LAUNDRIES
2. FURNACE ROOM

CORRIDOR WALL FIRE RESISTANCE (NFPA 14.3.6):
FIRE-RATING NOT REQUIRED AS BUILDING IS SPRINKLERED PER NFPA
13. CORRIDOR WALLS TO BE SMOKE PARTITIONS.

INTERIOR FINISH REQUIREMENTS:
(IBC - TABLE 803.5)

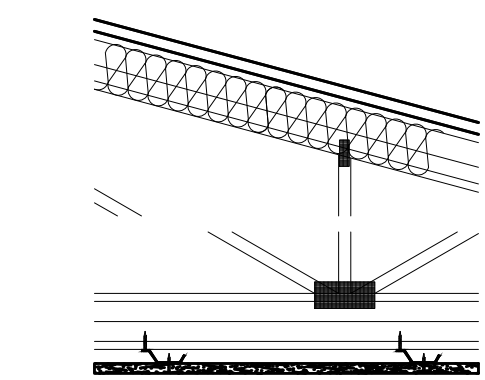
BUSINESS:
INTERIOR EXIT STAIRWAYS: CLASS B
EXIT ACCESS STAIRWAYS AND EXIT ACCESS
RAMPS: B
ROOMS AND ENCLOSED SPACES: C

MERCANTILE:
INTERIOR EXIT STAIRWAYS: CLASS B
EXIT ACCESS STAIRWAYS AND EXIT ACCESS
RAMPS: B
ROOMS AND ENCLOSED SPACES: C

RESIDENTIAL:
INTERIOR EXIT STAIRWAYS: CLASS B
EXIT ACCESS STAIRWAYS AND EXIT ACCESS
RAMPS: B
ROOMS AND ENCLOSED SPACES: C

FIRE PROTECTION SYSTEMS:
(IBC - CHAPTER 9)
1. THE BUILDING WILL BE PROTECTED THROUGHOUT BY AN APPROVED,
SUPERVISED AUTOMATIC SPRINKLER SYSTEM.
2. PORTABLE FIRE EXTINGUISHERS SHALL BE LOCATED PER THE IBC &
NFPA.
3. A MANUAL FIRE ALARM SYSTEM WILL BE PROVIDED.

OCCUPANT LOAD:
(SEE CODE REVIEW FLOOR PLAN FOR OCCUPANT LOADS)



SYSTEM DESCRIPTION

ROOF CEILING ASSEMBLY UL P531
-EXISTING ROOF SYSTEM: EXISTING PLYWOOD SHEATHING
-GLASS FIBER INSULATION BATTS AND BLANKETS OR LOOSE
FILL MATERIALS
-EXISTING CHORD WOOD TRUSSES TO REMAIN
-USG DGL DRYWALL SUSPENSION SYSTEM
-5/8" TYPE "X" GYP. BD.

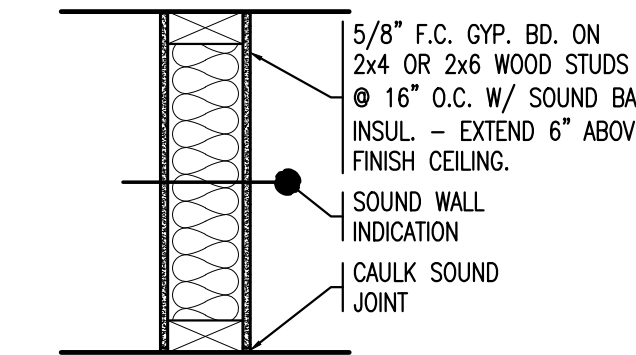
C CEILING DETAIL
1 1/2" = 1'-0"

GENERAL NOTES

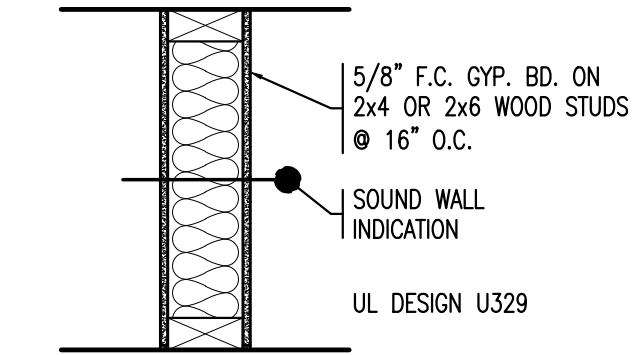
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GENERAL LEGEND

- INDICATES SOUND WALL CONSTRUCTION
- SMOKE PARTITIONS
- 1-HOUR RATED CONSTRUCTION
- 3-HOUR RATED CONSTRUCTION



A SOUND WALL DETAIL
1 1/2" = 1'-0"



B 1-HR. FIRE WALL DETAIL
1 1/2" = 1'-0"

PROFESSIONAL SEAL

PROGRESS PRINT
NOT FOR
CONSTRUCTION
07-09-2018

DATE:	
REVISION:	

Spotanski Creative Building Design & Drafting, LLC
724 W. Hedge St. #4, Grand Island, NE 68801
(508) 850-8186 ebspotanski@icloud.com

PROFESSIONAL SEAL

STACY J. SPOTANSKI

OWNER: ONEILL TRANSPORTATION
P.O. BOX 290
ALDA, NE: 68810

SHEET TITLE: SECOND FLOOR CODE PLAN
PROJECT DESCRIPTION:
4111 W. 3RD STREET
GRAND ISLAND, NE.

DRAWN BY: SPOTANSKI
PLAN DATE: 07-09-2018
PLOT DATE: 07-09-2018
SHEET:

AC1.01

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

RESOLUTION NO. 281

**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 12th day of September, 2018

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

By 
Chairperson

ATTEST:


Secretary

Paramount Development LLC

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

RESOLUTION NO. 282

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 1, from Paramount Development LLC., (The "Developer") for redevelopment of property located at 411 W. 3rd Street the upper floor of the west side of the old Sears building, 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 2;

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 12th day of September, 2018.

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

By 
Chairperson

ATTEST:


Secretary

Paramount Development LLC

Resolution Number 2019-02

HALL COUNTY REGIONAL PLANNING COMMISSION

A RESOLUTION RECOMMENDING APPROVAL OF AN AMENDMENT TO A REDEVELOPMENT PLAN IN 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 **amendment of the Redevelopment Plan for CRA Area 1 requested by Paramount Development 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 held a public hearing on the proposed plan on October 3, 2018, and

WHEREAS, the chair or president of Hall County Board, Grand Island School Board, Central Platte Natural Resources District, Educational Service Unit #10 and Central Community College were notified by certified mail of said hearing, and

WHEREAS, the Commission advertised the time, date and location public hearing in the Grand Island Independent on Friday September 14th and Friday September 21st, and

WHEREAS, there are no Neighborhood Associations registered with the City of Grand Island, 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 finding that it is in conformance with the comprehensive development plan (general plan for development) for the City of Grand Island.

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

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

DATED: October 3, 2018.

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By: Leslie E. Ruge
Secretary

By: [Signature]
Chair

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

RESOLUTION NO. 284

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

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

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

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

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

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

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

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

Paramount Development LLC (Old Sears Residential)

recreational and communitive facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

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

Section 3. In compliance with section 18-2114 of the Act, the Authority finds and determines as follows: (a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Authority and the Authority shall receive no proceeds from disposal to the Redeveloper; (b) the estimated cost of project acquisition and the estimated cost of preparation for redevelopment including site work, onsite utilities and related costs are described in detail in Exhibit B attached hereto; (c) the method of acquisition of the real estate shall be by private contract by the Redeveloper and not by condemnation; and (d) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the approximate amount of \$159,800 which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper. No families will be displaced from the Redevelopment Project Area as a result of the project.

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

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

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

PASSED AND APPROVED this 12th day of October, 2018.

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

ATTEST:

By:


Secretary

By:


Chair

Paramount Development LLC (Old Sears Residential)

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

The second floor of the building on the easterly 44 feet of Lot Three (3) in Block Sixty-Three (63) in the Original Town, now City of Grand Island, Hall County, Nebraska.

Paramount Development LLC (Old Sears Residential)

* * * * *

EXHIBIT B

FORM OF REDEVELOPMENT PLAN

Paramount Development LLC (Old Sears Residential)



City of Grand Island

Tuesday, October 23, 2018

Council Session

Item E-6

**Public Hearing on Amendment to the Redevelopment Plan for
CRA No. 2 located on a Portion of the Vacant Property Southwest
of South Locust Street and U.S. Highway 34 (Grand Island Hotels,
LLC)**

Council action will take place under Resolution item I-5.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: October 23, 2018

Subject: Site Specific Redevelopment Plan for CRA Area #2

Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2000, the Grand Island City Council declared property referred to as CRA Area 2 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation, and adjacent public streets. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

Grand Island Hotels LLC has submitted an application for tax increment financing to aid in the redevelopment of property to prepare for the construction of a 79 unit Comfort Suites Hotel south of U.S. Highway 34 and west of Locust Street. Staff has prepared a redevelopment plan for this property consistent with the TIF application.

The CRA reviewed the proposed development plan on September 5, 2018 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on October 3, 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 October 3, 2018. The Planning Commission approved Resolution 2019-01 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 283 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 (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 #2 and authorizes the CRA to execute a contract for TIF based on the plan amendment and to find that this project would not be financially feasible at this location without the use of TIF. 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, along with acquisition and site development costs as allowed by state statute to provide for commercial development of this site as a hotel.. 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 15 years. The proposed bond for this project will be issued for the amount of \$1,824,178 which is expected to yield approximately \$1,281,538 that will be available for the project.

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 2
August 2018**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 2 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific housing related project in Area 2.

**Executive Summary:
Project Description**

THE ACQUISITION OF PROPERTY AT 3400 S LOCUST STREET AND THE SUBSEQUENT SITE WORK, UTILITY IMPROVEMENTS, STREET IMPROVEMENTS, ENGINEERING, LANDSCAPING AND PARKING IMPROVEMENTS NECESSARY FOR DEVELOPMENT OF THIS PROPERTY INTO FOUR COMMERCIAL LOTS INTENDED FOR A 79 ROOM COMFORT INN SUITES AND THREE COMMERCIAL LOTS.

The use of Tax Increment Financing (TIF) to aid in the acquisition of property, necessary site work and installation of public utilities and utility connections and street and drainage improvements necessary to develop this site. The use of TIF makes it feasible to complete the proposed project within the timeline presented. This project would not be considered at this time and location without the use of TIF. Financing for the project is contingent on TIF

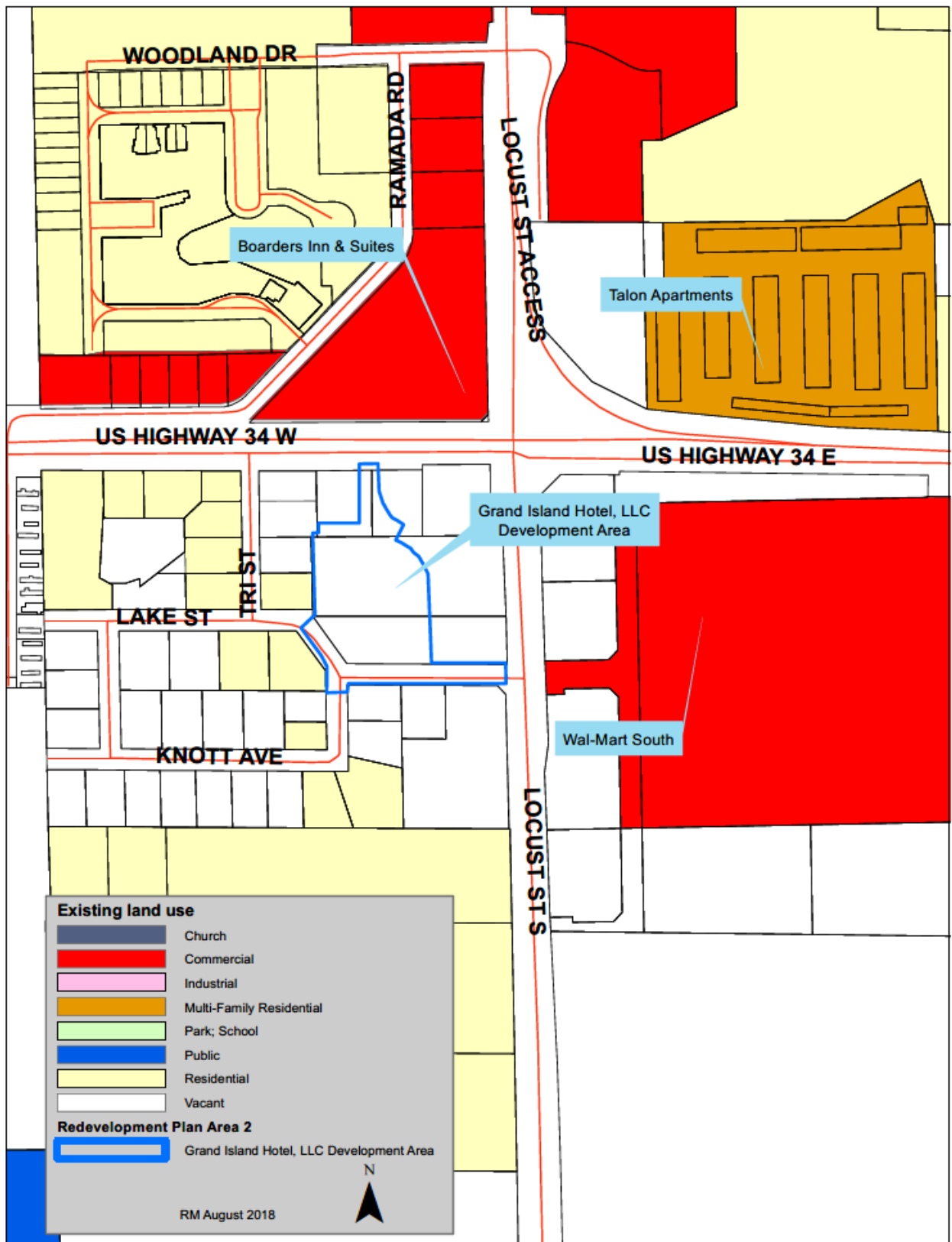
The acquisition, site work and construction of all improvements will be paid for by the developer. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the acquisition, site work and remodeling. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2020 towards the allowable costs and associated financing for the acquisition and site work.

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 between Locust Street on the east and Tri Street on the west and between Lake Street on the south and U.S. Highway 34 (Husker Highway) on the north in southern Grand Island, the attached map identifies the subject property and the surrounding land uses:

- **Legal Description Lot 1 of Kings Crossing Subdivision in the City of Grand Island, Hall County Nebraska**



This plan amendment provides for the issuance TIF Notes, the proceeds of which will be granted to the Redeveloper. The tax increment will be captured for up to 15 tax years the payments for which become delinquent in years 2020 through 2034 inclusive or as otherwise dictated by the contract.

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

Statutory Pledge of Taxes.

In accordance with Section 18-2147 of the Act and the terms of the Resolution, the Authority hereby provides that any ad valorem tax on any Lot or Lots located in the Redevelopment Project Area identified from time to time by the Redeveloper (such Lot or Lots being referred to herein as a "Phase") as identified in a written notice from the Redeveloper to the Authority (each, a "Redevelopment Contract Amendment Notice") for the benefit of any public body be divided for a period of fifteen years after the effective date of this provision as set forth in the Redevelopment Contract Amendment Notice and reflected in a Redevelopment Contract Amendment, consistent with this Redevelopment Plan. Said taxes shall be divided as follows:

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on September 13, 1999.[§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 (26) (a) and §18-2110]

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to acquire the necessary property and provide the necessary site work, utilities and street improvements needed for the construction of a permitted use on this property. The Hall County Regional Planning Commission held a public hearing at their meeting on October 3, 2018 and passed Resolution 2019-01 confirming that this project is consistent with the Comprehensive Plan for the City of Grand Island.

3. The Redevelopment Plan must be sufficiently complete to address the following items: [§18-2103(26) (b)]

a. Land Acquisition:

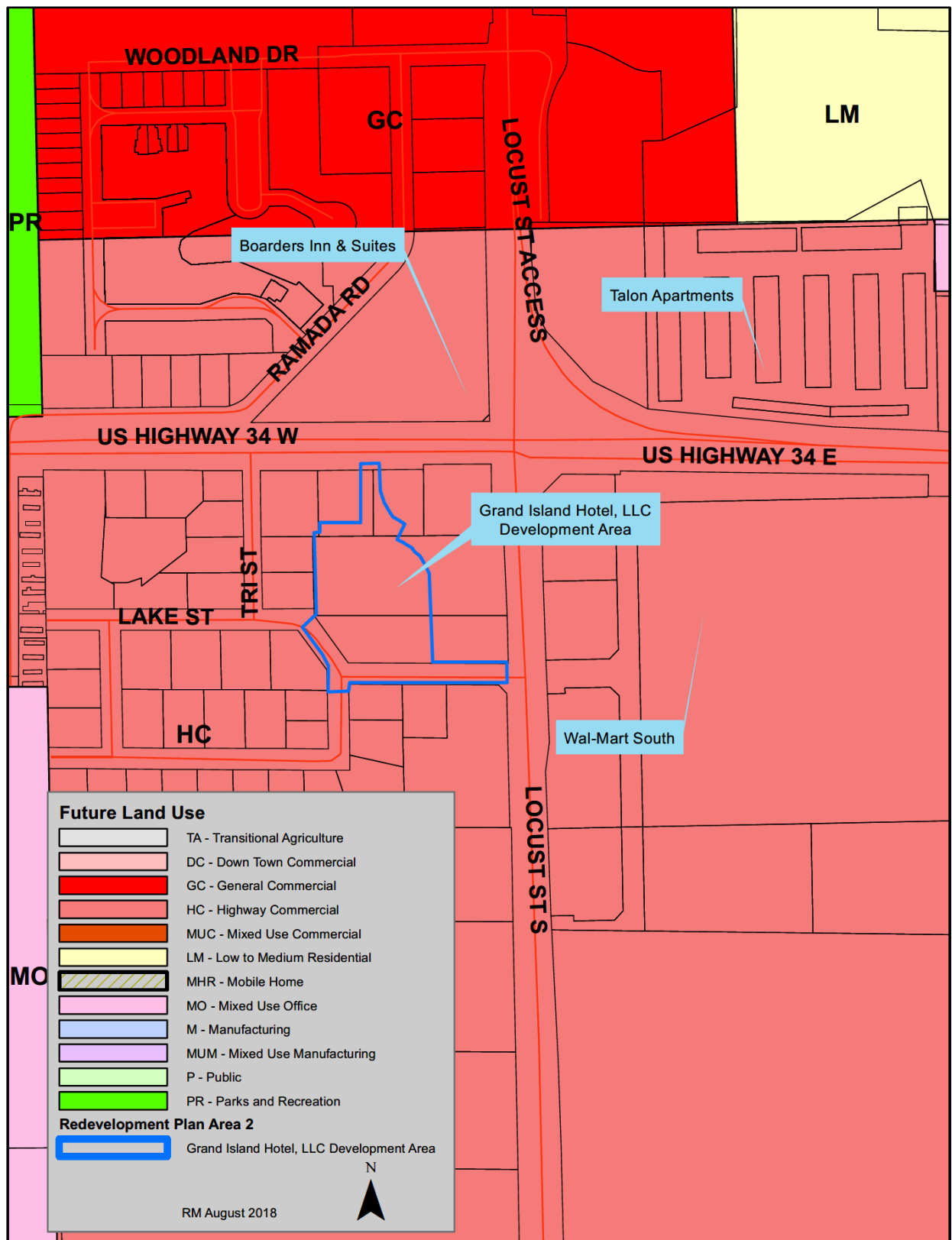
The Redevelopment Plan for Area 2 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority. The applicant will be acquiring the property from the current owner. It is further anticipated that the owner will sell a portions of this property to other entities for further development..

b. Demolition and Removal of Structures:

The project to be implemented with this plan will not require demolition of any existing structures. Structures on this site were demolished more than 10 years ago and the property has been sitting undeveloped since that time.

c. Future Land Use Plan

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



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 B2 General Business zone. No zoning changes are necessary though the owners may wish to rezone this to a commercial development zone to facilitate the development of the property. No changes are anticipated in street layouts or grades. Lake Street will be paved at least as far as the intersection with Knott Avenue. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is proposing to build a 79 room hotel one lot at the southwest corner of the property. A three other lots with frontage onto U.S. Highway 34 and Locust Street will also be created and made available for sale. The proposed development will be limited to either the 50% building coverage allowed in the CD zone or 65% coverage allowed in the B2 zoning district. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. Connections for water and sewer will have to be extended to serve these lots.

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

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

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

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

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

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

The developer is proposing to purchase this property for redevelopment for \$656,000 provided that TIF is available for the project as defined. The cost of property acquisition

is being included as a TIF eligible expense. Costs for site preparation including, grading and fill is estimated at \$171,000. Utility extensions, storm water, sewer electrical and water are estimated at \$315,700, Building plans and engineering are expected to cost \$153,090. The cost to pave Lake Street and the private drive from U.S. Highway 34 is \$432,119. An additional \$59,022 of expenses for legal work, fees and financial tracking of this project are also included as eligible expenses for a total maximum TIF request of \$1,824,179. It is estimated based on the proposed increased valuation to \$6,097,813 will result in \$1,920,000 of increment generated over a 15 year period. This project should pay off prior to the end of the 15 year bond period..

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of not less than \$1,824,179 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. 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 according to the approved contract. Based on current estimates this \$1,824,179 of TIF will generate \$1,281,538 to be invested in the 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 the utilization of vacant property at this location. This lot is surrounded located at a major intersection is south east Grand Island. The property has been within a blighted area for more than 20 years and has been vacant for more than 10 years without development. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions.

8. Time Frame for Development

Development of this project is anticipated to be completed between October of 2018 and December of 2019. Excess valuation should be available for this project for 15 years beginning with the 2020 tax year.

9. Justification of Project

This is infill development in an area with all city services available. It was anticipated by many that this area of the community would flourish after the Locust Street interchange from I-80 opened and Wal-Mart built at one corner of this intersection in 2004. Since that that time there has been very little change in the area. Proposed projects like this one and the housing project to the north and east area likely to spur the development that was expected 12 years ago.

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 Wild Bills Fun Center Project, including:

Project Sources and Uses. A minimum of \$1,824,179 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$6,236,000 in private sector financing and investment; a private investment of \$3.41 for every TIF dollar investment. It is estimated this will pay off in slightly less than 15 years.

Use of Funds. Description	Source of Funds		
	TIF Funds	Private Funds	Total
Site Acquisition	\$656,000		\$656,000
Site preparation/Dirt Work	\$171,000		\$171,000
Paving Lake Street and Private Drive	\$432,119		\$432,119
Utilities, Storm, Sewer, Water, Parking Lot Drive Lanes	\$315,700		\$315,700
Permitting	\$37,248		\$37,248
Financing Fees and Closing Cost SBA Loan	\$50,922	\$174,079	\$225,000
Legal and Plan	\$8,100		\$8,100
Architecture/Engineering/Permitting	\$153,090		\$153,090
Building Costs		\$5,011,995	\$5,011,995
Franchise Fees		\$45,000	\$45,000
Insurance During Development		\$35,000	\$35,000
Personal Property		\$970,000	\$970,000
TOTALS	\$1,824,179	\$6,236,074	\$8,060,252

Tax Revenue. The property to be redeveloped is has a January 1, 2018, valuation of approximately \$184,087. Based on the 2017 levy this would result in a real property tax of approximately \$3,985. It is anticipated that the assessed value will increase by \$5,913,726 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$128,006 annually resulting in approximately \$1,920,000 of increment over the 15 year period. 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 2015 assessed value:	\$ 184,087
Estimated value after completion	\$ 6,097,813
Increment value	\$ 5,913,726
Annual TIF generated (estimated)	\$ 128,006
TIF bond issue	\$ 1,824,179

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

The redevelopment project area currently has an estimated valuation of \$184,087. The proposed extension improvements at this location will result in at least an additional \$5,913,726 of taxable valuation based on the Hall County Assessor's office evaluation of the project. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off. The project will not add any tax burdens to taxing entities. Therefore no tax shifts will occur.

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

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

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

The proposed uses at this site would compete for entry level and part time positions along with similar travel and entertainment type businesses located in and locating in the City.

(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 is a new hotel along the entrance to Grand Island and the Nebraska State Fair Grounds. This additional hotel will increase the number of rooms available in Grand Island and may result in lower occupancy rates for older hotels in the region. The Grand Island City Council and CRA have approved several TIF project that include building or renovating hotels in the area including some hotels neighboring this property, Mainstay Suites, Best Western and Borders Hotel to the north all received TIF to facilitate their projects.. Two of the hotel projects that have been approved, one on Locust Street and State Fair Boulevard and one at U.S. Highway 34 and U.S. Highway 281 have not been built yet.

(e) Impacts on the student population of school districts within the city or village; and

This project including a hotel for transient population and visitors to the region and 3 commercial lots for sale is unlikely to create any direct increase in cost for schools in the the area.

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

This project will utilize a piece of property in the Grand Island City Limits that has been vacant for at least more than 10 years. This corner was included in one of the original blight studies for the City of Grand Island because of the development that was located here and because it is a highly visible entrance corner. These facilities will complement Fonner Park, the State Fair Grounds, Heartland Event Center, Island Oasis, and similar civic tourist draws.

Time Frame for Development

Development of this project is anticipated to be completed during between March 2019 and February of 2020. The base tax year should be calculated on the value of the property as of January 1, 2019. Partial excess valuation should be available for this project for 15 years beginning with the 2020 tax year with the full valuation available for the 2021 tax year. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years. Based on the purchase price of the property and estimates of the expenses of utilities, streets and site preparation activities and associated engineering/design fees, the developer will spend upwards of \$1,824,179 on TIF eligible activities. The full amount of TIF generated over a 15 year period would be \$1,920,000 so this request will pay off slightly before the end of the 15 year period with no additional increases in valuation or tax levies.

BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name: **Grand Island Hotel, LLC**

Address: **3436 South Locust Street, Grand Island, NE 68801**

Telephone No.: **(701) 799-2019**

Fax No.:

Contact: **Milo Graff**

Brief Description of Applicant's Business: **Ownership and operation of a commercial hotel located in the vicinity of Locust Street and US Highway 34 in Grand Island, Nebraska.**

Present Ownership Proposed Project Site: **R2S2, LLC**

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

The primary project site is located in the vicinity of South Locust Street and US Highway 34 on the southwest corner in Grand Island, Nebraska (tracts included in the NE1/4 of Section 33 Township 11, Range 9 in Hall County, Nebraska). A four-story, 79 room Comfort Inn hotel with indoor pool and parking lot will be erected with all necessary land leveling and site work. The exterior finish will consist of stone, stucco, and brick. Access to the facility will be from west off of South Locust Street on Lake Street, then north to the facility by way of a private drive. (see site plan Exhibit A).

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

VI. Estimated Project Costs:

Acquisition Costs:

A. Land	\$ 656,000
B. Building	\$ -
C. Furniture Fixtures & Equipment	\$ 970,000

Construction Costs:

A. Renovation or Building Costs:	\$ 4,970,145
B. On-Site Improvements:	\$ 951,469

Soft Costs:

A. Architectural & Engineering Fees:	\$ 153,090
B. Financing Fees:	\$ 225,000
C. Legal/Developer/Audit Fees (included in misc.):	\$ 8,100
D. Contingency Reserves (included in misc.):	\$ -
E. Other (Please Specify) – Building Permit	\$ 27,936
Franchise Fees	\$ 45,000
Miscellaneous	\$ 53,512
TOTAL	\$ 8,060,252

Total Estimated Market Value at Completion per assessor: \$ 5,441,813

Source of Financing:

A. Developer Equity:	\$ 600,000
B. Commercial Bank Loan:	\$ 6,178,714

Tax Credits:

1. N.I.F.A.	\$ -
2. Historic Tax Credits	\$ -
D. Industrial Revenue Bonds:	\$ -
E. Tax Increment Assistance (See Note 1):	\$ 1,281,538
F. Other	\$ _____
	\$ 8,060,252

Note 1: TIF requested at zero percent lending rate is \$1,824,178. Amount referenced in item E above is principal only portion after applying a 5% lending rate on a 15-year term note with monthly payments (interest component is \$542,640).

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

Architect: ICON Architectural Group, LLC
3187 Bluestem Drive, Suite 2
West Fargo, ND 58078
(701) 364-4007

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

General Contractor: Cardinal Construction, LLC
401 West Pine Street
Doniphan, NE 68832
(402) 845-2075

Estimated Real Estate Taxes on Project Site Upon Completion of Project:
(Please Show Calculations)
\$131,990 (See Exhibit B for detailed calculation)

Project Construction Schedule: Contingent on TIF approval

Construction Start Date: March, 2019

Construction Completion Date: January – February, 2020

If Phased Project:

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

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

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

(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

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

\$1,824,178 of tax increment financing (based on a 0% lending rate) is being requested to assist in the construction of four-story, 79 room Comfort Inn hotel with indoor swimming pool in the vicinity of southwest corner of US Highway 34 and South Locust Street in Grand Island, Nebraska to be operated 7 days a week. The project involves the construction of a new building along with concrete and paving work for the foundation as well as all necessary roadways for traffic access to the facility. All necessary water and sewer hookups will be made to connect to the city water supply.

The hotel is expected to create 10 full-time and 15 part-time new jobs paying aggregate wages of approximately \$520,000 plus benefits. All said, the TIF funds will enable the project to be undertaken, resulting in vast improvements to the condition of the current location, the creation of new jobs, and an expanded sales tax base from new customers created by increased traffic flow through the area which should also benefit neighboring businesses.

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

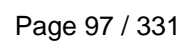
Tax increment financing is an integral and essential component to project completion which is contingent upon receipt of the expected tax increment assistance. Feasibility is dependent on TIF funds that will enable the creation of adequate economics in operating the facility at a competitive rate in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

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

See Exhibit F

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

N/A – applicant is a new legal entity



Comfort Suites
3-Story, 83 Units

Grand Island, NE

Exhibit A

Drawing History

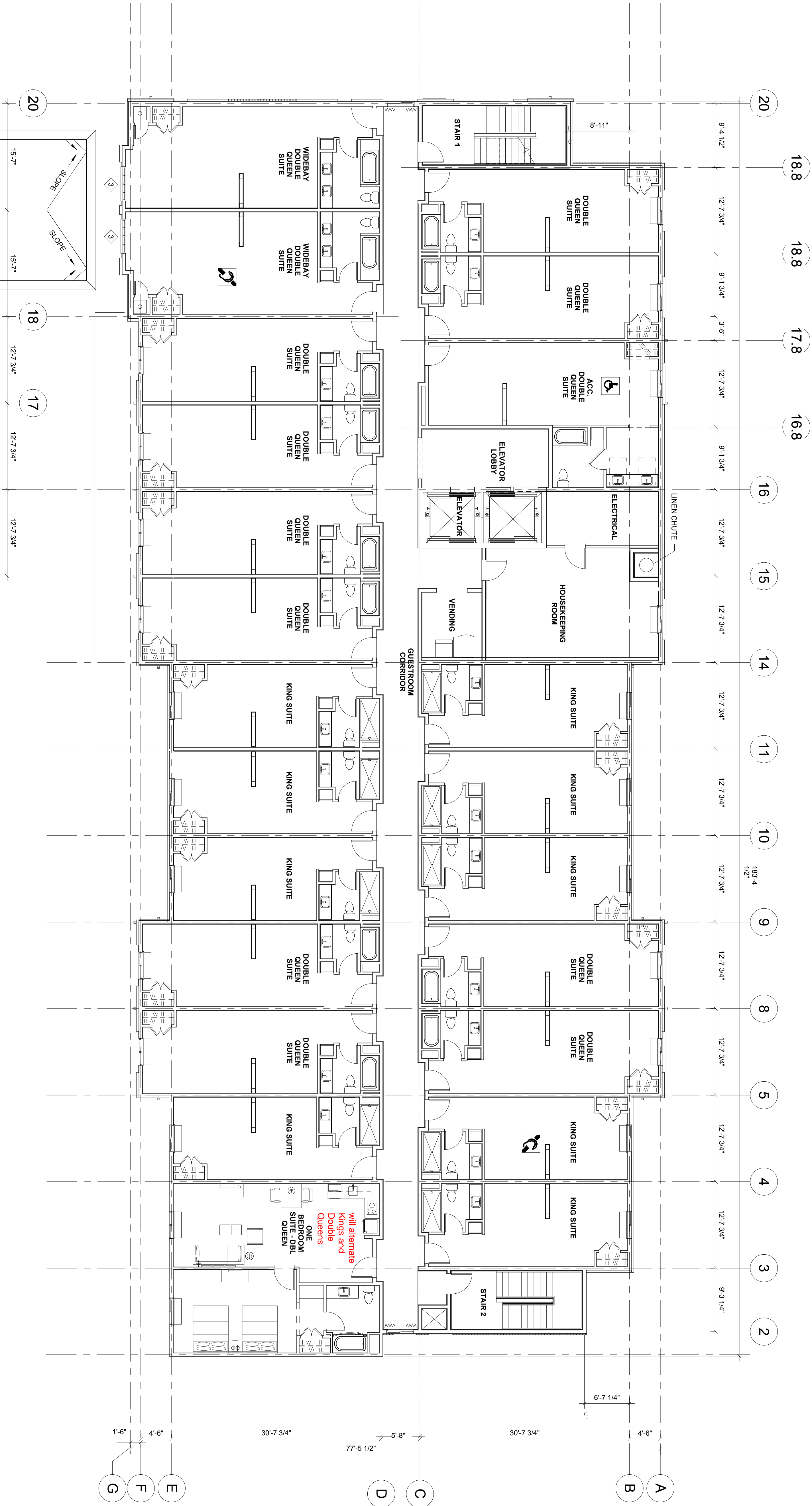
No.	Description	Date
1		

DRAWN BY: ?? JUN: 00-000

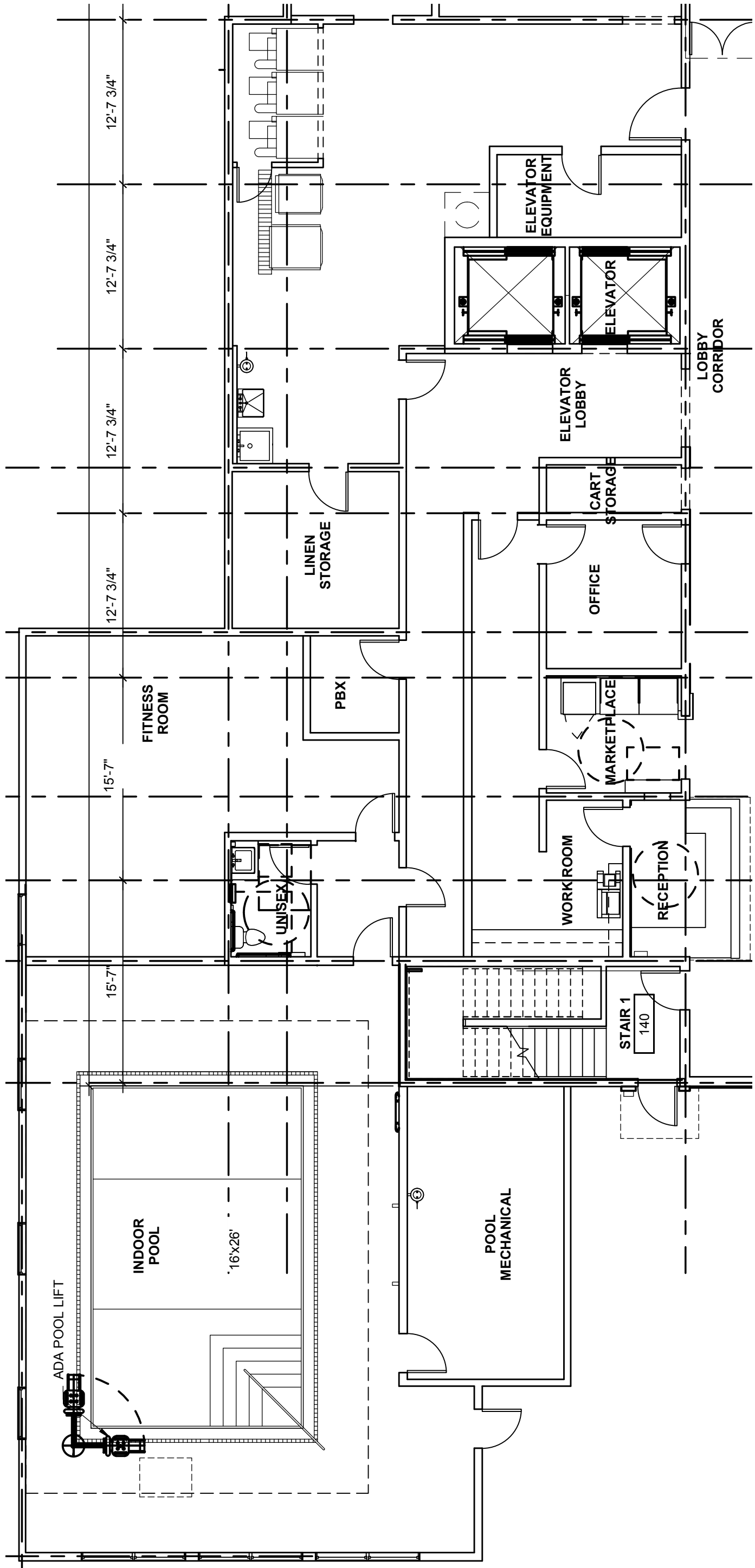


NOT FOR
CONSTRUCTION

SHEET



- 1st Floor: 5 Dbl Queens
5 Kings
- 2nd Floor: 13 Dbl Queens
10 Kings
- 3rd Floor: 14 Dbl Queens
9 Kings
- 4th Floor: 13 Dbl Queens
10 Kings
- Total Double Queens = 45
- Total Kings = 34
- Total Number of Units = 79



Comfort Inn, LLC
Tax Increment Financing Request
Estimated Real Estate Taxes on Project Site Upon Completion of Project

Existing Assessed Value and Real Estate Tax on Project Site

Parcel Number	Assessed Value (2017)			Taxes	Sq Feet	Mil Rate
	Improvements	Land	Total			
400149206	-	161,735	161,735	3,501	92,420	2.1645408%
400149117	-	221,359	221,359	4,791	126,491	2.1645472%
Before subdivision	-	383,094	383,094	8,292	218,911	
Subdivided Sq Ft	105,192	105,192	105,192	105,192		
Divided by total existing	218,911	218,911	218,911	218,911		
Ratio	0.480526	0.480526	0.480526	0.480526		
Estimated subdivision	-	184,087	184,087	3,985		

Estimated Real Estate Taxes on Project Site Upon Completion of Project

	2017 Assessment	Note 1 Limitation
2017 taxes assessed on site prior to project commencement	3,985	
Divided by base assessed value	184,087	
Estimated tax rate	2.164550%	
Proposed assessed value	6,097,813	
Estimated annual real estate tax after project completion	131,990	
Less existing annual real estate tax	(3,985)	
Estimated increase in annual real estate tax	128,006	121,612
Requested TIF assistance at zero percent lending rate	15 1,920,084	15 1,824,178

Principal debt service at indicated rate		Rate	Principal	Principal
With annual note payments	PVA	5.00%	1,328,654	1,262,290
With monthly note payments	PVA	5.00%	1,348,915	1,281,538

Notes:

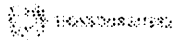
- 1.) This column represents requested financing in the event the tax increment over 15 years exceeds actual qualified TIF costs. Requested TIF assistance is limited to qualified costs.

Exhibit B

HALL COUNTY ASSESSOR'S OFFICE



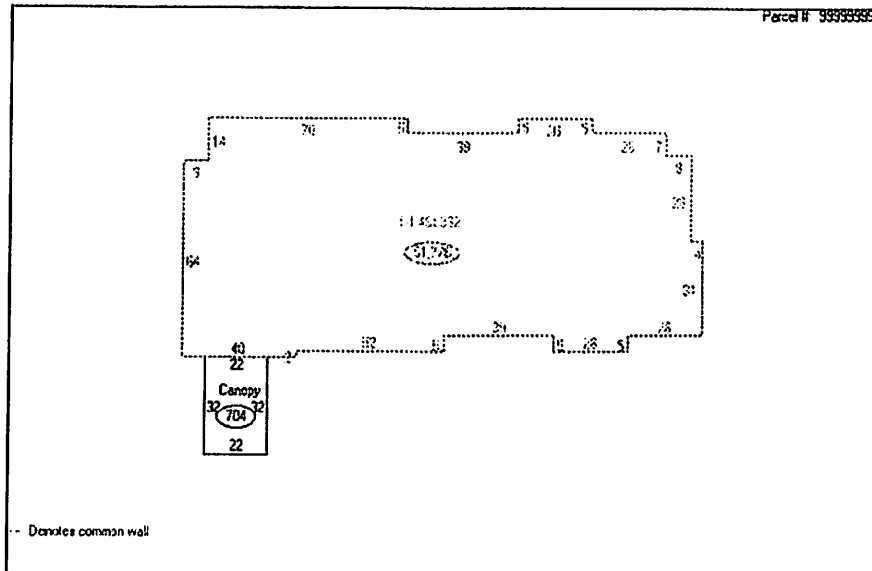
Commercial Property Record Card -Inactive Record



Data Provided By: KRISTI WOLD County Assessor. Printed on 04/13/2018 at 10:24:45A

Parcel Information		Ownership Information	
Parcel Number	999999999	Current Owner	
Map Number		Address	
Situs		City St. Zip	
Legal		Cadastral #	

Property Data			
Neighborhood	635	Topography	Number of Units
Lot Width		Street	Unit Value
Lot Depth		Utilities	Adjustment
Units Buildable		Amenities 1	Lot Value
Value Method	SF	Amenities 2	



Building Data													
Bldg.	Sec.	Code	Description	Year	Cls.	Qual.	Cond.	Area	Perm.	Stor.	Hght.	Sec. RCN	Phys. Func. RCNLD
1	1	332	HOTEL	2018	C	300	40	51,776	542	4	10	4,873,675	4,873,675
1			PAVING, CONCRETE	2018				43,255				181,238	181,238
1			SPRINK SYS WET PIP	2018				51,776				122,191	122,191
1			SWIM POOL, COM	2018				416				22,323	22,323
1			ELEV, ELEC, PASSNG	2018				2				220,200	220,200
1			SINGLE LIGHT	2018				10				8,465	8,465
1			CANOPY, ROOF/SLAB	2018				704				13,721	13,721

Cost Approach From Marshall & Swift				Potential Gross Income			
Total Building Area	51,776					Contract	Market
Total Building RCN	4,873,675	Vacancy & Collection Loss					
Total Refinements	568,138	Effective Income					
Total Replacement Cost New	5,441,813	Total Expenses					
Total Phys. & Func. Depreciation		Net Operating Income					
RCN Less Phys. & Func.	5,441,813	Capitalization Rate					
Economic Depreciation		Income Approach					
Accrued Economic depreciation		Final Value Reconciliation					5,441,813
Total RCN Less Depreciation	5,441,813					Land	656,000
Additional Lump Sums						Total	6,097,813
Land Value							
Total Cost Value	5,441,813						
Value Per Res Unit							
Value Per Sq. Ft.	105.10						

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

**Grand Island Hotel, LLC
Project Cost Summary**

Description	Amount	TIF
		Qualified (Q) Non-Qualified (NQ)
TIF qualified Cardinal Construction, LLC costs	804,198.00	Q
TIF non-qualified Cardinal Construction, LLC costs	5,011,995.00	NQ
Subtotal Cardinal Construction, LLC costs	5,816,193.00	
Additional Lake Street paving and storm sewer costs	71,918.60	Q
Additional public sanitary sewer costs	79,950.00	Q
ICON Architectural Group, LLC costs	131,895.00	Q
Olsson Associates costs	21,195.00	Q
Land	656,000.00	Q
Furniture, fixtures, and equipment	970,000.00	NQ
Franchise fees	45,000.00	NQ
Development period insurance	35,000.00	NQ
Legal	8,100.00	Q
TIF qualified bank and SBA interest and closing costs	50,921.50	Q
TIF non-qualified bank and SBA interest and closing costs	174,078.50	NQ
Total project costs	8,060,251.60	
 Total TIF qualified costs (Q)	1,824,178.10	
Total TIF non-qualified costs (NQ)	6,236,073.50	
Total project costs	8,060,251.60	

Exhibit C

Cardinal Construction LLC

401 W. Pine St.
Doniphan, NE 68832

Estimate

Date	Estimate #
3/20/2018	647

Name / Address
Comfort Suites Lake St Grand Island, NE 68801

Project	
Description	Total
Cardinal Const. Proposes to provide jobsight supervision and consultation on construction of new Comfort Suites hotel in Grand Island, NE. Estimated costs of project include the following:	0.00
1.BUILDING PERMIT***	27,936.00 Q
2.FIRE INSPECTION FEES AND PLAN REVIEW***	9,312.00 Q
3.DUMPSTERS AND DISPOSAL	7,000.00 NQ
4.PORTABLE TOILET	2,200.00 NQ
5.DIRTWORK, COMPACTION, FOOTINGS, AND FLATWORK \$831,900	
*Dirt work and site prep	171,000.00 Q
*Footings	47,880.00 NQ
*Building floor	62,016.00 NQ
*Private driving lanes through parking area***	142,500.00 Q
*Parking, curb, and gutter	47,500.00 NQ
*Street and driveway***	360,200.00 Q
6.FRAMING, WINDOWS, COMMERCIAL ENTRY SYSTEMS, AND ROOF MEMBRANE \$1,085.850.00	
*Framing materials	484,000.00 NQ
*Windows	40,000.00 NQ
*Commercial glass and glass entry systems	34,200.00 NQ
*Exterior doors	5,700.00 NQ
*Roof membrane, foam, and parapet wall caps	145,350.00 NQ
*Framing labor and equipment	376,200.00 NQ
7.EXTERIOR FINISH INCL. STONE, STUCCO, AND BRICK	478,000.00 NQ
8.ELECTRICAL AND TELECOM \$513,000.00	
Total	
Office: 402-845-2075 Fax: 402-845-2175	

Cardinal Construction LLC

401 W. Pine St.

Doniphan, NE 68832

Estimate

Date	Estimate #
3/20/2018	647

Name / Address
Comfort Suites Lake St Grand Island, NE 68801

Project	
Description	Total
*Labor and materials for electrical rough in and finish	449,250.00
*Telecom***	37,500.00
*Electrical utility hook-ups***	26,250.00
*(2) Street lights and electrical for north driveway.***	10,000.00
9.PLUMBING \$604,000.00	
*Labor and materials for plumbing rough in and finish	547,000.00
*Sanitary sewer hook-up***	38,190.00
*Water hook-up***	18,810.00
10.HVAC	513,000.00
11.SPRINKLERS AND FIRE ALARMS	171,000.00
12.INSULATION, RESILIENT CHANNEL, DRYWALL, PAINT, AND PAPER \$541,500.00	0.00
*Insulation	136,800.00
*Resilient channel	17,100.00
*Drywall supply, hang, and finish	239,400.00
*Paint and paper	148,200.00
13.INTERIOR FINISH INCL. DOORS, TRIM, VANITIES, COUNTERTOPS, AND SHOWER PANEL INSTALLATION \$475,380.00	0.00
*Interior doors	136,800.00
*Door hardware	39,900.00
*Vanities	59,280.00
*Front counter and cabinetry	68,400.00
*Labor to install doors, door hardware, cabinetry, bathroom countertops, vanities, and shower panels, and finish	171,000.00
14.LAWN, LANDSCAPE, AND SPRINKLERS	68,400.00
Total	
Office: 402-845-2075 Fax: 402-845-2175	

Cardinal Construction LLC

401 W. Pine St.
Doniphan, NE 68832

Estimate

Date	Estimate #
3/20/2018	647

Name / Address
Comfort Suites Lake St Grand Island, NE 68801

		Project
Description	Total	
15.POOL AND EQUIPMENT	114,000.00	NQ
16.FLOORING (INSTALLATION ONLY) \$107,699.00	0.00	
*Tile install including thinset	77,520.00	NQ
*Carpet install	30,179.00	NQ
17.GYPCRETE	57,720.00	NQ
18.ELEVATORS AND EQUIPMENT	199,500.00	NQ
~~~~~ CHANGE ORDER ~~~~~ July 26, 2018 > Added 1 Notes. (+\$10,000.00) Total change to estimate +\$10,000.00 ~~~~~		
<b>Total</b>		\$5,816,193.00

Office: 402-845-2075  
Fax: 402-845-2175

Total TIF qualified costs (Q)	\$ 804,198
Total TIF non-qualified costs (NQ)	<u>\$5,011,995</u>
Total costs	\$5,816,193

ADDITIONAL LAKE STREET PAVING AND STORM SEWER (KNOTT NW)				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
6" CONCRETE PAVEMENT W/INTEGRAL CURB	S.Y.	556	\$35.00	\$19,460.00
SUBGRADE PREPARATION	S.Y.	556	\$2.00	\$1,112.00
CURB INLET	EA.	2	\$4,000.00	\$8,000.00
STORM SEWER MANHOLE	EA.	1	\$4,000.00	\$4,000.00
18" STORM SEWER PIPE	L.F.	315	\$50.00	\$15,750.00
EARTHWORK	L.S.	1	\$7,000.00	\$7,000.00
SUBTOTAL				\$55,322.00
30% CONTINGENCY & ENGINEERING				\$16,596.60
<b>TOTAL CONSTRUCTION COST</b>				<b>\$71,918.60</b>

PUBLIC SANITARY SEWER				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
8" SANITARY SEWER	L.F.	500	\$45.00	\$22,500.00
SANITARY SEWER MANHOLE	EA.	2	\$10,000.00	\$20,000.00
CONVERT MANHOLE TO OUTSIDE DROP MANHOLE	EA.	1	\$6,000.00	\$6,000.00
8"X6" SERVICE WYE	EA.	4	\$300.00	\$1,200.00
6" SANITARY SEWER SERVICE	L.F.	80	\$35.00	\$2,800.00
DEWATERING	L.F.	100	\$90.00	\$9,000.00
SUBTOTAL				\$61,500.00
30% CONTINGENCY & ENGINEERING				\$18,450.00
<b>TOTAL CONSTRUCTION COST</b>				<b>\$79,950.00</b>

All costs listed above are TIF qualified costs

## Exhibit C



**Exhibit D**  
**Annual Income & Expense Pro Forma**

**GRAND ISLAND HOTEL, LLC**

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

**Twelve Months Ending After Project Completion**

## CONTENTS

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## INTRODUCTION

The projection in this illustration presents the entity's, Grand Island Hotel, LLC's, projected receipts and disbursements under the hypothetical assumptions in Note A on the cash basis for the twelve months ending after project completion.



## INDEPENDENT ACCOUNTANTS' COMPILATION REPORT

To Management of  
Grand Island Hotel, LLC  
Grand Island, NE

Management is responsible for the accompanying projection of Grand Island Hotel, LLC, which comprise projected statements of receipts and disbursements under various tax increment financing scenarios detailed in Note A – cash basis of Central Nebraska Truck Wash, Inc. (see introduction), for the twelve months ending after project completion, and the related summaries of significant assumptions in accordance with guidelines for the presentation of a projection established by the American Institute of Certified Public Accountants (AICPA). We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not examine or review the projection nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on this projection.

Even if the tax increment financing (TIF) scenarios outlined occurred, the projected results may not be achieved, as there will usually be differences between the projection and actual results because events and circumstances frequently do not occur as expected, and those differences may be material. We have no responsibility to update this report for events and circumstances occurring after the date of this report.

Management has elected to omit substantially all disclosures and the summary of significant accounting policies required by the guidelines for presentation of a projection established by the AICPA other than those related to the significant assumptions. If the omitted disclosures and accounting policies were included in the projection, they might influence the user's conclusions about Grand Island Hotel, LLC's net cash receipts and disbursements for the projection period. Accordingly, this projection is not designed for those who are not informed about such matters.

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

2535 N. Carleton Ave.

Suite B

Grand Island, NE

68803

P.O. Box 520

Grand Island, NE

68802-0520

PH: 308-381-1355

FAX: 308-381-6557

*Schroeder & Schreiner, P.C.*  
Grand Island, NE  
August 6, 2018

# GRAND ISLAND HOTEL, LLC

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

### Twelve Months Ending After Project Completion

	With Tax Increment Financing	Without Tax Increment Financing
Gross Taxable Income:		
Room revenue	\$ 1,982,406	\$ 1,982,406
Tax increment financing (TIF) revenue	121,612	-
	<u>2,104,018</u>	<u>1,982,406</u>
Tax Deductions:		
Interest expense - TIF debt	62,740	-
Interest expense - Non-TIF debt	306,042	368,782
Employee compensation and benefits	520,000	520,000
Real estate tax (existing)	3,985	3,985
Real estate tax (TIF increment)	121,612	121,612
Real estate tax (increment in excess of allowed TIF qualified costs)	6,394	6,394
Royalties and travel commissions	230,000	230,000
Guest supplies	175,000	175,000
Water and sewer, and sanitation	9,000	9,000
Utilities (gas & electric)	72,250	72,250
Television, phone, and internet	28,000	28,000
Insurance	28,000	28,000
Repairs, maintenance, and snow removal	27,500	27,500
Bank charges and credit card fees	37,500	37,500
Office supplies	9,000	9,000
Travel	22,500	22,500
Professional service	10,000	10,000
Depreciation and amortization	403,412	403,412
	<u>2,072,935</u>	<u>2,072,935</u>
Taxable income (loss)	31,083	(90,529)
Adjustments to Arrive at Net Cash Receipts (Disbursements)		
Depreciation & amortization	403,412	403,412
Principal debt service - TIF	(58,872)	-
Principal debt service - Non-TIF	(127,400)	(186,272)
Member contribution (distribution):		
Estimated for Federal Income Tax benefit (expense)	(9,201)	26,797
Estimated for State Income Tax benefit (expense)	(1,701)	4,954
	<u>206,238</u>	<u>248,891</u>
Net cash receipts	<u>\$ 237,321</u>	<u>\$ 158,362</u>

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

## **GRAND ISLAND HOTEL, LLC**

### **SUMMARY OF SIGNIFICANT PROJECTION ASSUMPTIONS**

#### **Twelve Months Ending After Project Completion**

##### **NOTE A – NATURE AND LIMITATION OF PROJECTIONS**

The accompanying projection presents, to the best of Grand Island Hotel, LLC's (GIH's) knowledge and belief, cash receipts and disbursements for the twelve months ending after project completion to be generated by a Comfort Inn hotel (e.g. "the project") located in Grand Island, Nebraska. Stated cash receipts and disbursements are intended to convey results of operations after the anticipated 2020 completion of the project assuming funding of the estimated construction and acquisition costs of \$8,060,252 both with, and in the absence of, tax increment financing assistance. The projection reflects their judgment as of August 6, 2018, the date of this projection, of the expected conditions and their expected course of action. Actual results are likely to differ from the projected results because events and circumstances frequently do not occur as expected. Those differences may be material. The assumptions disclosed herein are those that management believes are significant to the projections. The projected information was prepared for use in a tax increment financing request to the Grand Island Community Redevelopment Authority.

##### **NOTE B – BASIS OF ACCOUNTING**

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

##### **NOTE C – CASH RECEIPTS**

Grand Island Hotel, LLC is the owner and operating entity for a four-story, 79 room Comfort Inn hotel with an indoor pool and parking lot. Revenue has been determined based on the historical knowledge and experience of the owners of GIH (and related parties) in the operation of similar facilities in the same locale. The projection assumes 55% occupancy of a 79 room hotel at \$125 per night for 365 days per year.

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

##### **NOTE D – CASH DISBURSEMENTS**

Interest expense and principal debt service are based on the assumption that with the exception of any TIF financing assistance, the entire construction project will be financed through \$600,000 of capital contributions from the owners of GIH with additional debt incurred to cover the remaining anticipated construction and land acquisition costs.

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

## **GRAND ISLAND, HOTEL, LLC**

### **SUMMARY OF SIGNIFICANT PROJECTION ASSUMPTIONS, Continued**

#### **Twelve Months Ending After Project Completion**

##### **NOTE D – CASH DISBURSEMENTS, Continued**

TIF debt is based on an initial \$1,281,538 principal balance that can be serviced with the anticipated incremental real estate tax generated by the project. The loan is expected to have a 15-year term with scheduled monthly payments of \$10,134 (annual \$121,612) and an interest rate of approximately 5.0%.

The remaining construction and land acquisition costs, not funded through tax increment financing, will be satisfied with \$600,000 of additional capital contributions and \$6,178,714 of Small Business Association (SBA) and bank debt for the residual obligation (approximately 37.5% SBA debt and 62.5% bank debt). All remaining non-TIF construction debt will have a 25-year term. All loans will have an annual interest rate of approximately 5.0%. Scenarios contemplating the denial of tax increment financing will assume bank debt replacing TIF financing at the same 15-year term and 5% annual interest rate as the equivalent TIF financing.

Projected real estate tax is expected to equal the current tax (for the 2017 year) plus additional tax generated by applying the current levy rate to the anticipated increase in assessed value to be generated by the construction project.

Projected costs for employee compensation and benefits (for 10 full-time and 15 part-time employees); water, sewer and utilities; insurance; waste removal; snow removal; repairs and maintenance; professional fees; and other costs are all based on the experience of GIH's members and the expected occupancy rate of hotel.

Projected member distributions to cover estimated individual income tax (or contributions to reflect estimated income tax benefits) are based on anticipated taxable pass-through income and the highest marginal Federal and State income tax rates of 37.0% and 6.84%, respectively, after applying a 20% deduction based on the tax law provisions expected to be in effect during the projection period. Although not a cash expenditure, estimated depreciation has been calculated and included in the projection to arrive at net taxable income used in determining these member distributions. Estimated capitalized costs are depreciated under either the straight line method for 39-year life building components; the 150 percent declining balance method for 15-year life paving and improvement components; the 200 percent declining balance method for 5-year life furniture, fixtures, and equipment; or the straight line amortization method for 15-year life intangibles.

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



**Comfort Inn, LLC  
Tax Increment Financing Application  
Capitalization Rate Analysis**

	<u>With Tax Increment Financing</u>	<u>Without Tax Increment Financing</u>
Net operating income	792,375	713,416
Divided by fair market value	6,046,459	6,046,459
Equals capitalization rate	13.10%	11.80%

**Exhibit E**

**Grand Island Hotel, LLC  
Tax Increment Financing Request  
Municipal and Corporate References**

<u>Name of Reference</u>	<u>Contact Person</u>	<u>Telephone Number</u>	<u>Fax Number</u>
Five Points Bank	Chad Sheffield	(308) 384-5350	
	Ron Depue	(308) 384-1635	(308) 384-1759
Central Nebraska Water Conditioning, Inc. dba Culligan Water	David Walker	(308) 382-7220	(308) 382-3353
Cash-Wa Distributing		(308) 237-3151	
Herman Plumbing		(308) 382-3760	

**Exhibit F**

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

**RESOLUTION NO. 277**

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 12th day of September, 2018

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

By   
Chairperson

ATTEST:

  
Secretary

Grand Island Hotel LLC

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

**RESOLUTION NO. 278**

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 2, from Grand Island Hotel LLC., (The "Developer") for redevelopment of property located south and west of the intersection of Locust Street and U.S. Highway 34, 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 2;

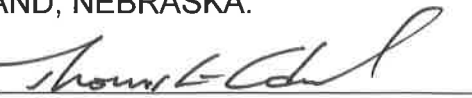
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

**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 12th day of September, 2018.

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

By   
Chairperson

ATTEST:

  
Secretary

Grand Island Hotel LLC

**Resolution Number 2019-01**

**HALL COUNTY REGIONAL PLANNING COMMISSION**

**A RESOLUTION RECOMMENDING APPROVAL OF AN AMENDMENT TO A  
REDEVELOPMENT PLAN IN 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 **amendment of the Redevelopment Plan for CRA Area 2 requested by Grand Island Hotels 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 held a public hearing on the proposed plan on October 3, 2018, and

**WHEREAS**, the chair or president of Hall County Board, Grand Island School Board, Central Platte Natural Resources District, Educational Service Unit #10 and Central Community College were notified by certified mail of said hearing, and

**WHEREAS**, the Commission advertised the time, date and location public hearing in the Grand Island Independent on Friday September 14th and Friday September 21st, and

**WHEREAS**, there are no Neighborhood Associations registered with the City of Grand Island, 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 finding that it is in conformance with the comprehensive development plan (general plan for development) for the City of Grand Island.

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

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

**DATED:** October 3, 2018.

**HALL COUNTY REGIONAL PLANNING COMMISSION**

ATTEST:

By:   
Chair

By:   
Secretary

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

**RESOLUTION NO. 283**

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

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

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

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

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

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

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

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

Grand Island Hotels LLC

recreational and communitive facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

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

**Section 3.** In compliance with section 18-2114 of the Act, the Authority finds and determines as follows: (a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Authority and the Authority shall receive no proceeds from disposal to the Redeveloper; (b) the estimated cost of project acquisition and the estimated cost of preparation for redevelopment including site work, onsite utilities and related costs are described in detail in Exhibit B attached hereto; (c) the method of acquisition of the real estate shall be by private contract by the Redeveloper and not by condemnation; and (d) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the approximate amount of \$1,824,179 which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper. No families will be displaced from the Redevelopment Project Area as a result of the project.

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

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

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

**PASSED AND APPROVED** this 12th day of October, 2018.

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

ATTEST:

By:   
Secretary

By:   
Chair

Grand Island Hotels LLC

**EXHIBIT A**

**LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA**

Lot 1 of Kings Crossing Subdivison City of Grand Island, Hall County, Nebraska.

Grand Island Hotels LLC



* * * * *

**EXHIBIT B**

**FORM OF REDEVELOPMENT PLAN**

Grand Island Hotels LLC



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item E-7

**Public Hearing on Declaring CRA Area #27 Blighted and Substandard located between Elm and Cleburn Street and 6th and 7th Streets (Keystone Properties)**

*Council action will take place under Resolution item I-6.*

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** October 23, 2018

**Subject:** Marsh Blight Study (Proposed Area 27)  
C-27-2018GI

**Presenter(s):** Chad Nabity

## **Background**

Andrew Marsh of Keystone Properties commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 27. The study was prepared by Marvin Planning Associates of David City, Nebraska. The study area includes approximately 2.85 acres referred to as CRA Area No. 27. The study focused on one city block of property located between 6th and 7th Streets and Elm and Cleburn Streets. (See the attached map) On July 24, 2018, Council referred the attached study to the Planning Commission for its review and recommendation. At the time this item was referred to Planning Commission there were concerns about a structure at 612 W. 7th Street. This particular property has been on the city's Problem Resolution Team list of active properties for several years with no resolution. Mr. Marsh had recently purchased this property with the intent of demolishing the structure and building a new structure in its place. His request for approval of the blighted and substandard designation is part of that effort. Council was indicated that they would like to see the demolition of that structure happen sooner rather than later. Mr. Marsh said that if it did not negatively impact his ability to use tax increment financing for the redevelopment he would remove the structure as soon as possible. The structure was removed on or before September 12 of this year.

The decision on whether to declare an area substandard and blighted is entirely within the jurisdiction of the City Council.

## **Discussion**

The Statutory authority and direction to the Planning Commission is referenced below to explain the Planning Commission purpose in reviewing the study:

**18-2109. Redevelopment plan; preparation; requirements; planning commission or board; public hearing; notice; governing body; public hearing; notice.**

(1) An authority shall not prepare a redevelopment plan for a redevelopment project area unless the governing body of the city in which such area is located has, by resolution adopted after the public hearings required under this section, declared such area to be a substandard and blighted area in need of redevelopment.

(2) Prior to making such declaration, the governing body of the city shall conduct or cause to be conducted a study or an analysis on whether the area is substandard and blighted and shall submit the question of whether such area is substandard and blighted to the planning commission or board of the city for its review and recommendation. The planning commission or board shall hold a public hearing on the question after giving notice of the hearing as provided in section 18-2115.01. Such notice shall include a map of sufficient size to show the area to be declared substandard and blighted or information on where to find such map and shall provide information on where to find copies of the substandard and blighted study or analysis conducted pursuant to this subsection. The planning commission or board shall submit its written recommendations to the governing body of the city within thirty days after the public hearing.

(3) Upon receipt of the recommendations of the planning commission or board, or if no recommendations are received within thirty days after the public hearing required under subsection (2) of this section, the governing body shall hold a public hearing on the question of whether the area is substandard and blighted after giving notice of the hearing as provided in section 18-2115.01. Such notice shall include a map of sufficient size to show the area to be declared substandard and blighted or information on where to find such map and shall provide information on where to find copies of the substandard and blighted study or analysis conducted pursuant to subsection (2) of this section. At the public hearing, all interested parties shall be afforded a reasonable opportunity to express their views respecting the proposed declaration. After such hearing, the governing body of the city may make its declaration.

(4) Copies of each substandard and blighted study or analysis conducted pursuant to subsection (2) of this section shall be posted on the city's public web site or made available for public inspection at a location designated by the city.

~Reissue Revised Statutes of Nebraska 7-19-18

A flow chart of the blight declaration process is shown in Figure 2.

At this time, the Council is only concerned with determining if the property is blighted and substandard. Figure 3 is an overview of the differences between the blight and substandard declaration and the redevelopment plan. If a declaration as blighted and substandard is made by Council then the Community Redevelopment Authority (CRA) can consider appropriate redevelopment plans. The redevelopment plans must also be reviewed by the Planning Commission and approved by Council prior to final approval.

The city of Grand Island, as a City of the First Class, is permitted to designate an area of up to 35% of the municipal limits as blighted and substandard. As of October 1, 2018, 20.11% of the City has been declared blighted and substandard. Area 27 (this study) would add another 0.01% bringing the total area declared to 20.12%. The CRA commissioned a study of the Veteran's Home property (Proposed Area 16) that covered

530 acres and would, if approved, add 2.76% to the total area declared blighted and substandard. If both areas were to be approved and there are no changes in the city limits or areas declared blighted and substandard, 22.88% of the city would be declared blighted and substandard. It does not appear that the declaration of Area 27 would significantly impact the City's ability to declare other areas blighted and substandard.

#### Redevelopment Area 27

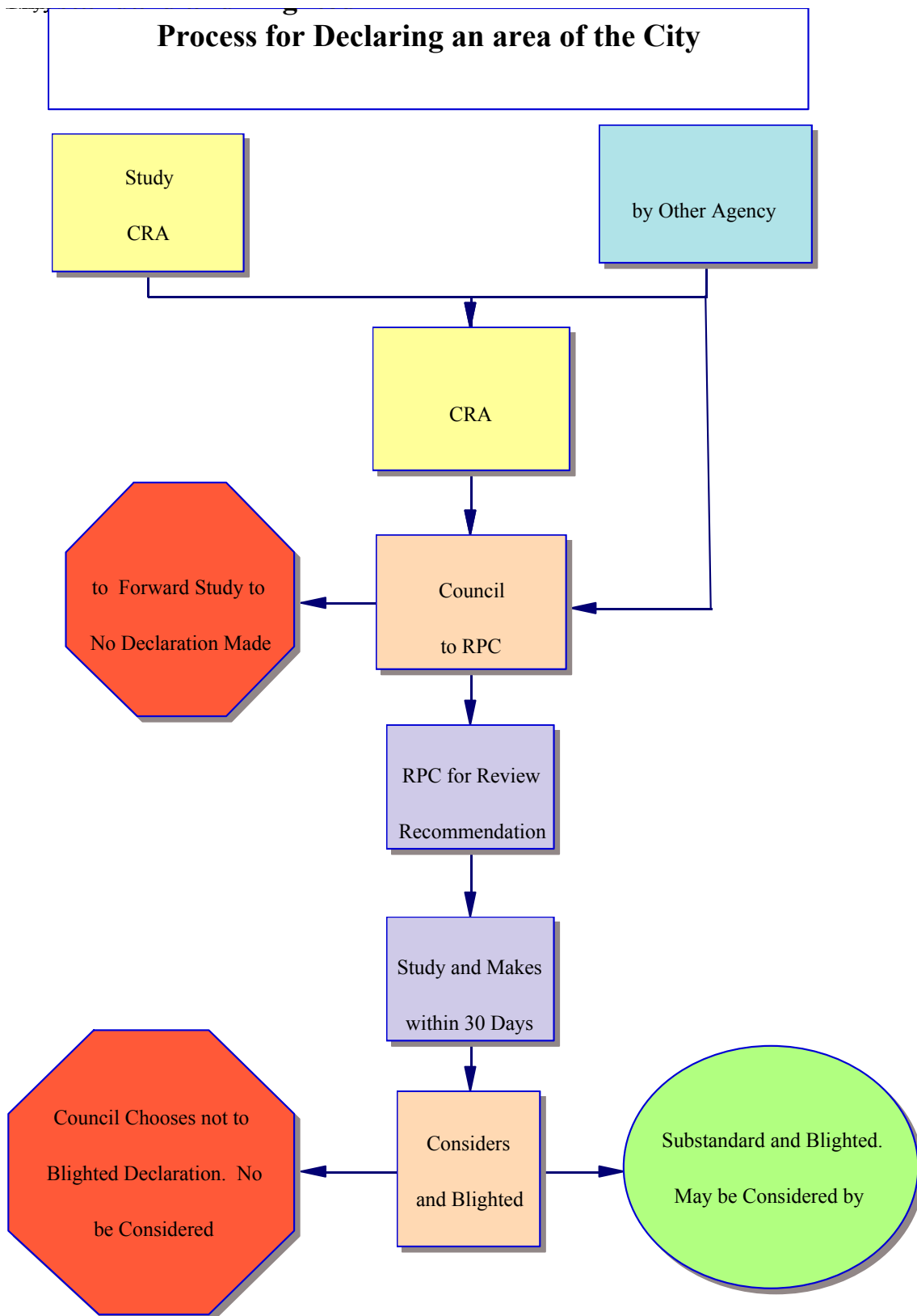
#### **Study Area**

**Figure 1: Study Area Map**



Source: Hall County GIS and Marvin Planning Consultants 2018

Note: Lines and Aerial may not match.



**Figure 2 Blight Declaration Process (Planning Commission Recommendation is the second purple box).**

# Substandard and Blighted Declaration vs. Redevelopment Plan



- |                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>● <b>Substandard and Blighted Declaration</b></li><li>● A Study of the Existing Conditions of the Property in Question</li><li>● Does the property meet one or more Statutory Conditions of Blight?</li><li>● Does the Property meet one or more Statutory Conditions of Substandard Property?</li><li>● Is the declaration in the best interest of the City?</li></ul> | <ul style="list-style-type: none"><li>● <b>Redevelopment Plan</b></li><li>● What kinds of activities and improvements are necessary to alleviate the conditions that make the property blighted and substandard?</li><li>● How should those activities and improvements be paid for?</li><li>● Will those activities and improvements further the implementation of the general plan for the City?</li></ul> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Figure 3 Blight and Substandard Declaration compared to a Redevelopment Plan

It is appropriate for the Council in conducting its review and considering its decision regarding the substandard and blighted designation to:

1. review the study,
2. take testimony from interested parties,
3. review the recommendation and findings of fact identified by the Planning Commission (Planning Commission did not identify any findings with their motion so none are available.)
4. make findings of fact, and
5. include those findings of fact as part of its motion to approve or deny the request to declare this area blighted and substandard. Council can make any findings they choose regarding the study and the information presented during the public hearing to support the decision of the Council members regarding this matter.

### **Blighted and Substandard Defined**

The terms blighted and substandard have very specific meanings within the context of the Community Redevelopment Statutes. Those terms as defined by Statute are included below:

#### **Section 18-2103**

##### *Terms, defined.*

For purposes of the Community Development Law, unless the context otherwise requires:

(3) **Blighted area means** an area (a) which, by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not



designate an area larger than one hundred percent of the village as blighted. A redevelopment project involving a formerly used defense site as authorized under section 18-2123.01 shall not count towards the percentage limitations contained in this subdivision;

(31) **Substandard area means** an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare; and

~Reissue Revised Statutes of Nebraska 7-19-18

### **ANALYSIS-Blight and Substandard Study**

The following findings are copied directly from the Study. The analysis of the substandard and blighted factors is conducted on pages 5 - 10 of the study.

#### **FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #27**

Blight Study Area #27 has several items contributing to the Blight and Substandard Conditions. These conditions include:

#### **Blighted Conditions under Part A**

- Substantial number of deteriorating structures
- Deterioration of site or other improvements
- Diversity of Ownership
- Improper Subdivision or Obsolete Platting
- Faulty Lot Layout

#### **Criteria under Part B of the Blight Definition**

- The average age of the residential or commercial units in the area is at least forty years

#### **Substandard Conditions**

- Average age of the structures in the area is at least forty years

Based on the study these areas meet the thresholds to qualify as blighted and substandard.

Tax increment financing would potentially be available for redevelopment projects on any of the property included in the study.

### **Recommendation**

Staff recommends considering the following questions as a starting point in the analysis of this Study and in making a determination. The City Council is ultimately responsible for answering the question of whether the property included in the study is blighted and substandard **and** whether making such a designation is in the **best interest** of the City.

### **Recommend Questions for City Council**

- Does this property meet the statutory requirements to be considered blighted and substandard? (See the prior statutory references.)
- Are the blighted and substandard factors distributed throughout the Redevelopment Area, so basically good areas are not arbitrarily found to be substandard and blighted simply because of proximity to areas which are substandard and blighted? Is development of adjacent property necessary to eliminate blighted and substandard conditions in the area?
- Is public intervention appropriate and/or necessary for the redevelopment of the area?
- Will a blight declaration increase the likelihood of development/redevelopment in the near future and is that in the best interest of the City?
- What is the policy of the City toward increasing development and redevelopment in this area of the City?

Findings of fact must be based on the study and testimony presented including all written material and staff reports. The recommendation must be based on the declaration, not based on any proposed uses of the site. All of the testimony, a copy of the study and this memo along with any other information presented at the hearing should be entered into the record of the hearing.

### **Planning Commission Recommendation**

The Regional Planning Commission held a public hearing and took action on the blight and substandard study proposed Area 27 during its meeting on September 5, 2018. The study area includes approximately 2.85 acres referred to as CRA Area No. 27. The study focused on a single city block of property located between 6th and 7th Streets and Elm and Cleburn Street. (C-27-2018GI)

Ruge opened the public hearing.

Nabity explained this area is adjacent to CRA Area #1 that includes downtown in northeast Grand Island. This area was originally done in 1995, and redone in 2000. Mr. Marsh commissioned the study and Keith Marvin with Marvin Planning has prepared study. The study does indicate that the area can be declared blighted and substandard. There is a specific property that will come forward with a TIF project. Mr. Marsh owns a building on the corner of 7th and

Elm Streets. He has recently purchased a house to the west of it. Nabyt stated this house has been on the Problem Resolution Team list for the last 6 years. Mr. Marsh does have a contract to have this house demolished and will bring forward a TIF application to rebuild something on the site provided it is declared blighted and substandard. Council will consider this on the October 9th meeting. Nabyt stated the study indicated the area can be blighted and substandard and recommends approval.

Keith talked about the issues in area. The sidewalks, curbs and gutters are showing some wear. The 12 structures on the block are above the age of 40 averaging 92.3 years of age for the block, making it well within the parameters of meeting the age of structure for both blighted and substandard conditions.

Ruge closed the public hearing.

A motion was made by Randone and seconded by Kjar to approve the Blight and Substandard Study for CRA Area #27 and Resolution 2018-09.

The motion carried with eight members in favor (Allan, Ruge, Robb, Rainforth, Kjar, Rubio, Hedricksen, Randone) no members voting no.

### **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

### **Sample Motion**

If Council wishes to approve the designation of this property as blighted and substandard, an action required if Tax Increment Financing is to be used for the redevelopment of properties in this area, a motion should be made to approve the Substandard and Blight Designation for Redevelopment Area No. 27 in Grand Island, Hall County, Nebraska finding the information in the study to be factual and supporting such designation. A resolution authorizing the approval of this study has been prepared for Council consideration.





**Grand Island, Nebraska**  
**Blight and Substandard Study - Area 27**  
 Completed on behalf of: Keystone Properties





**PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY**

The purpose of completing this Blight and Substandard study is to examine existing conditions within a specific part of Grand Island. This study has been commissioned by Keystone Properties in order to analyze the possibility of declaring the area as blighted and substandard.

The City of Grand Island, when considering conditions of Blight and Substandard, will be looking at those issues and definitions provided for in the Nebraska Community Redevelopment Law as found in Chapter 18, Section 2104 of the Revised Nebraska State Statutes, as follows:

*"The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of the Community Development Law, shall afford maximum opportunity, consistent with the sound needs of the city as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under the Community Development Law, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations, relating to the use of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements."*

The Nebraska Revised Statutes §18-2105 continues by granting authority to the governing body for formulation of a workable program; disaster assistance; effect. The statute reads,

*"The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof."*

*"Notwithstanding any other provisions of the Community Development Law, where the local governing body certifies that an area is in need of redevelopment or rehabilitation as a result of flood, fire, hurricane, earthquake, storm, or other catastrophe respecting which the Governor of the state has certified the need for disaster assistance under federal law, the local governing body may approve a redevelopment plan and a redevelopment project with respect to such area without regard to the provisions of the Community Development Law requiring a general plan for the municipality and notice and public hearing or findings other than herein set forth."*

Based on the Nebraska Revised Statutes §18-2103 the following definitions shall apply:

**"Blighted area"** means an area (a) which, by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which

endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted. A redevelopment project involving a formerly used defense site as authorized under section 18-2123.01 shall not count towards the percentage limitations contained in this subdivision;"

**"Extremely blighted area** means a substandard and blighted area in which: (a) The average rate of unemployment in the area during the period covered by the most recent federal decennial census is at least two hundred percent of the average rate of unemployment in the state during the same period; and (b) the average poverty rate in the area exceeds twenty percent for the total federal census tract or tracts or federal census block group or block groups in the area;"

**"Substandard area** means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare; and"

**"Workforce housing** means:

- (a) Housing that meets the needs of today's working families;
- (b) Housing that is attractive to new residents considering relocation to a rural community;
- (c) Owner-occupied housing units that cost not more than two hundred seventy-five thousand dollars to construct or rental housing units that cost not more than two hundred thousand dollars per unit to construct. For purposes of this subdivision (c), housing unit costs shall be updated annually by the Department of Economic Development based upon the most recent increase or decrease in the Producer Price Index for all commodities, published by the United States Department of Labor, Bureau of Labor Statistics;
- (d) Owner-occupied and rental housing units for which the cost to substantially rehabilitate exceeds fifty percent of a unit's assessed value; and
- (e) Upper-story housing."

This Blight and Substandard Study is being considered a "micro-blight" area under the definition established by the City of Grand Island. The Study is intended to give the Grand Island Community Redevelopment Authority, Hall County Regional Planning Commission and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions existing within the City's jurisdiction and as allowed under Chapter 18. Through this process, the City and property owners will be attempting to address economic and/or social liabilities which are harmful to the well-being of the entire community.

The study area can be seen in Figure 1 of this report. A Redevelopment Plan to be submitted in the future containing, in accordance with the law, definite local objectives regarding appropriate land uses, improved traffic, public transportation, public utilities and other public improvements, and the proposed land uses and building requirements in the redevelopment area and shall include:

- The boundaries defining the blighted and substandard areas in question (including existing uses and conditions of the property within the area), and
- A list of the conditions present, which qualify the area as blighted and substandard.

### **BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY**

This study targets a specific area within an established part of the community for evaluation. The area is indicated in Figure 1 of this report. The existing uses in this Micro-blight include residential uses including accessory uses within the corporate limits of Grand Island.

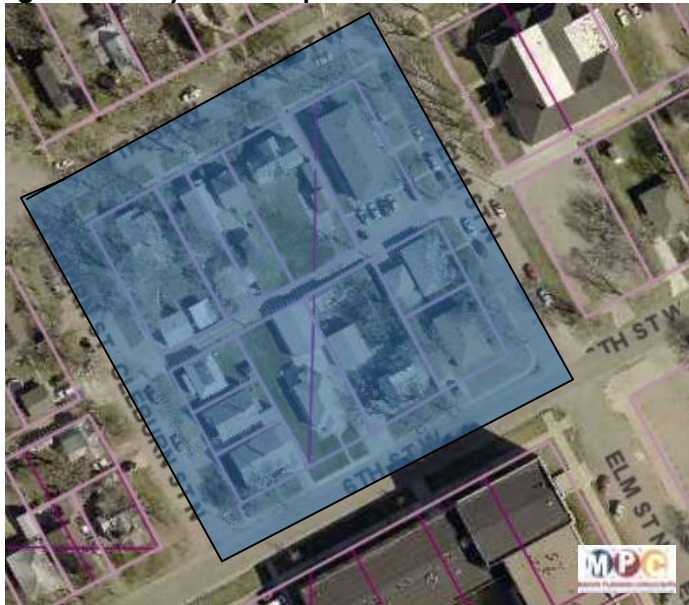
Through the redevelopment process the City of Grand Island can guide future development and redevelopment throughout the area. The use of the Community Redevelopment Act by the City of Grand Island is intended to redevelop and improve the area. Using the Community Redevelopment Act, the City of Grand Island can assist in the elimination of negative conditions and implement different programs/projects identified for the City.

The following is the description of the designated area within Grand Island.

Point of beginning is the intersection of the centerlines of West 7th Street and North Elm Street; thence bearing southeasterly along the centerline of North Elm Street to the intersection of the centerline of West 6th Street; thence, southwesterly along the centerline of West 6th Street to the intersection with the centerline of North Cleburn Street; thence, northwesterly along the centerline of North Cleburn Street to the intersection with the centerline of West 7th Street; thence, northeasterly along the centerline of West 7th Street to the point of beginning.

### **Study Area**

**Figure 1: Study Area Map**



Source: Hall County GIS and Marvin Planning Consultants 2018

Note: Lines and Aerial may not match.

### **EXISTING LAND USES**

The term "Land Use" refers to the developed uses in place within a building or on a specific parcel of land. The number and type of uses are constantly changing within a community and produce a number of impacts either benefitting or detracting from the community. Existing

patterns of land use are often fixed in older communities and neighborhoods, while development in newer areas is often reflective of current development practices.

### Existing Land Use Analysis within Study Area

As part of the planning process, a survey was conducted through both in-field observations, as well as data collection online using the Hall County Assessors website. This survey noted the use of each parcel of land within the study area. These data from the survey are analyzed in the following paragraphs.

**TABLE 1: EXISTING LAND USE, GRAND ISLAND - 2017**

Type of Use	Acres	Percent of Developed land within the Study Area	Percent of Study Area
Residential	1.59	56.0%	56.0%
Single-family	1.19	42.0%	42.0%
Multi-family	0.40	14.0%	14.0%
Manufactured Housing	0	0.0%	0.0%
Commercial	0	0.0%	0.0%
Industrial	0	0.0%	0.0%
Quasi-Public/Public	0	0.0%	0.0%
Parks/Recreation	0	0.0%	0.0%
Transportation	1.26	44.0%	44.0%
Total Developed Land	2.85	100.0%	100.0%
Vacant/Agriculture	0.00		0.00%
<b>Total Area</b>	<b>2.85</b>		<b>100.0%</b>

Source: Marvin Planning Consultants 2018

Table 1 includes the existing land uses for the entire study area. The table contains the total acres determined per land use from the survey; next is the percentage of those areas compared to the total developed land; and finally, the third set of data compare the all land uses to the total area within the Study Area. The Study Area is made up of single-family (42.0%), multi-family dwellings (14.0%), Transportation oriented land (street and R.O.W)(44.0%). The entire area considered completely developed.

**Figure 2**  
**Existing Land Use Map**



Source: Hall County GIS and Marvin Planning Consultants 2018

Note: Lines and Aerial may not match.



## **FINDINGS OF BLIGHT AND SUBSTANDARD CONDITIONS ELIGIBILITY STUDY**

This section of the study examines the conditions found in the study area. The Findings Section will review the conditions based upon the statutory definitions.

### **CONTRIBUTING FACTORS**

There were a number of conditions examined and evaluated in the field and online. There are a number of conditions that will be reviewed in detail, on the following pages, while some of the statutory conditions are not present.

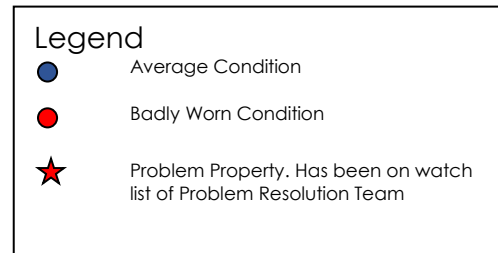
### **Structural Conditions**

Structural conditions were evaluated, structures were either rated as: Very Good, Good, Fair, Average, or badly worn. The data and rating system comes from the Hall County Assessor's database and is the same database used to value properties in the area.

Based upon the data provided to the planning team, the following is the breakdown for structures in the study area:

- 0 ( 0.0%) structures rated as very good
- 0 ( 0.0%) structures rated as good
- 0 ( 0.0%) structure rated as fair
- 8 (66.7%) structures rated as average
- 4 (33.3%) structure rated as badly worn

**Figure 3: Structural Conditions**



Source: Hall County Assessor and Marvin Planning Consultants 2018

Note: Lines and Aerial may not match.

Based upon these data, an assumption has been made that average condition and less would constitute less than desirable conditions due to age and conditions. It is common for older structures to get more maintenance and upkeep in order to maintain a good or higher condition. Even an average structure will show some signs of deteriorating which in turn can become a dilapidated structure in the future if it is not addressed over time. Overall, 100.0% of the structures in this study area are average condition or worse.

Due to the stated conditions found in the Hall County Assessor's data, the condition of the structure is a contributing factor.

**Figure 4: Deterioration of Site or Other Improvements**

Source: Hall County GIS, Google Earth and Marvin Planning Consultants 2018  
 Note: Lines and Aerial may not match.

## Deterioration of Site or Other Improvements

### *Site Improvements Conditions*

The properties within the study area are accessed via West 6th and 7th Streets, North Elm Street, North Cleburn Street and via the alley. In addition, the entire study area is served by sidewalk, some setback from the curb and others immediately behind the curb.

Based upon review of images of the study area, Figure 4 was created. The Figure indicates:

- 60% of the road surfaces, including the alley, serving this study area are deteriorating
- 100.0% of the curb and gutter are in a deteriorating state
- Approximately 63.0% of the sidewalk is in a deteriorating state

Based upon the field analysis, there are sufficient elements present to meet the definition of deterioration of site and other improvements in the Study Area.



### **Age of Structure**

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of structures 40 years of age or older to be a contributing factor regardless of their condition. The following paragraphs document the structural age of the structures within the Study Area. Note the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

**TABLE 2: AVERAGE STRUCTURAL AGE, BY METHOD - 2018**

	Number of Structures	Construction date	Age	Cumulative Age
	3	1906	112	336
	1	1925	93	429
	1	1937	81	510
	1	1967	51	561
	1	1951	67	628
	1	1926	92	720
	1	1942	76	796
	2	1921	97	990
	1	1900	118	1108
<b>Total Cumulative</b>	<b>12</b>			<b>1108</b>
<b>Average Age</b>				<b>92.3</b>

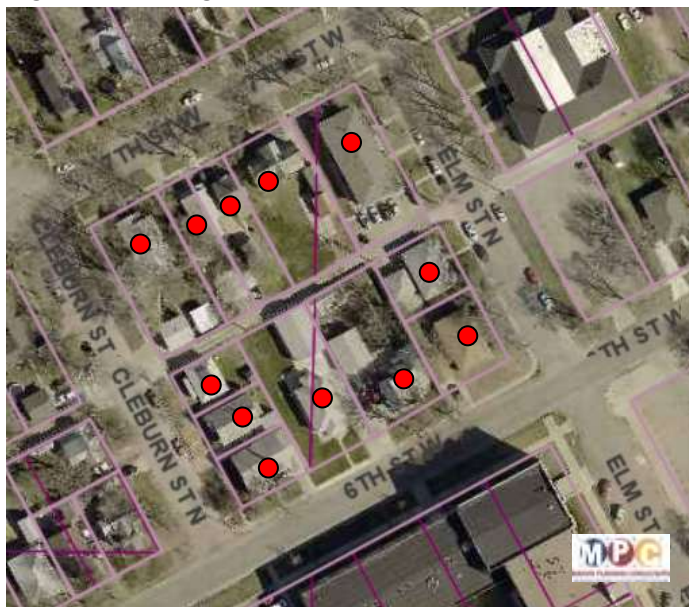
Source: Hall County Assessor's and Marvin Planning Consultants 2018

Within the study area there are 12 primary structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 12 (100.0%) unit was determined to be 40 years of age or older
- 0 ( 0.0%) unit was determined to be less than 40 years of age

However, when examining the age based upon a cumulative approach, as in Table 2, the average age of the primary structures is equal to 92.3 years; thus, meeting the requirements of the statutes.

The age of the structures would be a direct contributing factor.

**Figure 5: Unit Age Map**

Source: Hall County GIS, Hall County Assessor and Marvin Planning Consultants 2018

Note: Lines and Aerial may not match.

## **Blighting Summary**

These conditions are contributing to the blighted conditions of the study area.

### **Criteria under Part A of the Blight Definition**

- **Substantial number of deteriorating structures**
  - Within the study area 100.0% of the structures were deemed to be in either average or badly worn condition.
  - One structure has been deemed a Problem Property by the Problem Property Team
- **Deterioration of site or other improvements**
  - 60% of the road surfaces, including the alley, serving this study area are deteriorating
  - 100.0% of the curb and gutter are in a deteriorating state
  - Approximately 63.0% of the sidewalk is in a deteriorating state
- **Diversity of Ownership**
  - There are 12 different property owners within the study area.
- **Improper Subdivision or Obsolete Platting**
  - Portions of HG Clarks Addition, specifically in this case, sit along a ¼ section line and the platted lots also overlay Grand Island Original Town platting.
- **Faulty Lot Layout**
  - Lot 5, Block 18 of HG Clarks Addition has been split into three smaller parcels. The lots are located at the corner of West 6th Street and North Cleburn Street, facing North Cleburn Street.

### **Criteria under Part B of the Blight Definition**

- **The average age of the residential or commercial units in the area is at least forty years**
  - 12 (100.0%) buildings or improvements were determined to be 40 years of age or older
  - 0 ( 0.0%) buildings or improvements were determined to be less than 40 years of age
  - The average age based upon a cumulative age calculation is 92.3 years.

#### **The other criteria for Blight were not present in the area, these included:**

- Combination of factors which are impairing and/or arresting sound growth
- Stable or decreasing population based upon the last two decennial census
- Insanitary and Unsafe Conditions
- Dangerous conditions to life or property due to fire or other causes
- Defective/Inadequate street layouts
- Tax or special assessment delinquency exceeding fair value of the land.
- Defective or unusual condition of title,
- Unemployment in the designated area is at least 120% of the state or national average.
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.

These issues were either not present or were limited enough as to have little impact on the overall condition of the study area.



## Substandard Conditions

### Average age of the residential/commercial units in the area is at least 40 years

Age of structures can be a contributing factor to the blighted and substandard conditions in an area. Statutes allow for a predominance of structures 40 years of age or older to be a contributing factor regardless of their condition. The following paragraphs document the structural age of the structures within the Study Area. Note the age of structure was determined from the Appraisal data within the Hall County Assessor's website data.

**TABLE 3: AVERAGE STRUCTURAL AGE, BY CUMMULATIVE METHOD – 2018**

	Number of Structures	Construction date	Age	Cumulative Age
	3	1906	112	336
	1	1925	93	429
	1	1937	81	510
	1	1967	51	561
	1	1951	67	628
	1	1926	92	720
	1	1942	76	796
	2	1921	97	990
	1	1900	118	1108
<b>Total Cumulative</b>	<b>12</b>			<b>1108</b>
<b>Average Age</b>				<b>92.3</b>

Source: Hall County Assessor's and Marvin Planning Consultants 2018

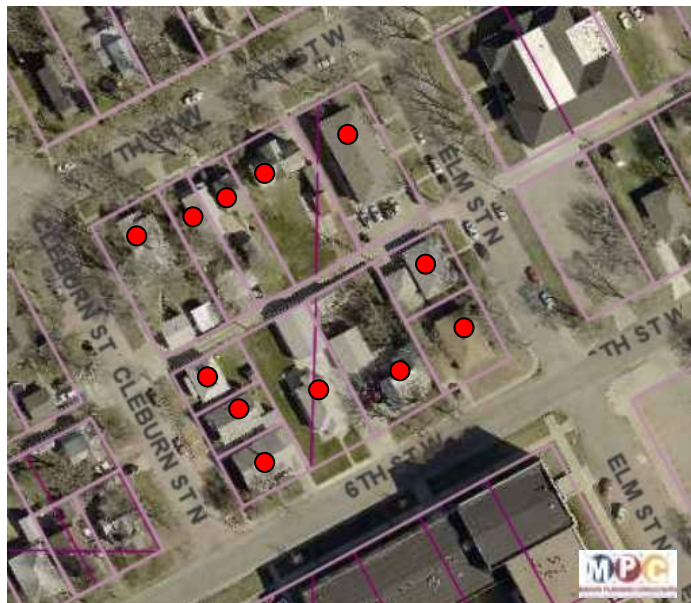
Within the study area there is a total of 12 primary structures. After researching the structural age on the Hall County Assessor's and Treasurer's websites, the following breakdown was determined:

- 12 (100.0%) unit was determined to be 40 years of age or older
- 0 ( 0.0%) unit was determined to be less than 40 years of age

However, when examining the age based upon a cumulative approach, as in Table 2, the average age of the primary structures is equal to 92.3 years; thus, meeting the requirements of the statutes.

The age of the structures would be a direct contributing factor.

**Figure 6: Unit Age Map**



Source: Hall County GIS, Hall County Assessor and Marvin Planning Consultants 2018  
Note: Lines and Aerial may not match.

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## **Substandard Summary**

Nebraska State Statute requires that "...an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, **age** or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or **the existence of conditions which endanger life or property by fire and other causes**, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;"

This Study Area in Grand Island meets the definition of Substandard as defined in the Revised Nebraska State Statutes.

## **FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #27**

Blight Study Area #27 has several items contributing to the Blight and Substandard Conditions. These conditions include:

### **Blighted Conditions under Part A**

- **Substantial number of deteriorating structures**
- **Deterioration of site or other improvements**
- **Diversity of Ownership**
- **Improper Subdivision or Obsolete Platting**
- **Faulty Lot Layout**

### **Criteria under Part B of the Blight Definition**

- **The average age of the residential or commercial units in the area is at least forty years**

### **Substandard Conditions**

- **Average age of the structures in the area is at least forty years**

Resolution Number 2018-09

HALL COUNTY REGIONAL PLANNING COMMISSION

**A RESOLUTION RECOMMENDING APPROVAL OF A BLIGHT AND SUBSTANDARD STUDY BY THE CITY OF GRAND ISLAND, NEBRASKA; AND APPROVAL OF RELATED ACTIONS**

WHEREAS, the Grand Island City Council at its August 14, 2018 meeting, referred the **Blight and Substandard Study** commissioned by Andrew Marsh 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 the Nebraska Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the "Act"); and

WHEREAS, the Commission has reviewed said Blight and Substandard Study and confirmed the following findings:

- This property as presented in the study meets the requirements to be declared substandard,
- This property as presented in the study meets the requirements to be declared blighted,
- The factors are necessary to declare the property blighted and substandard are sufficiently distributed to impact development across the entire site,
- That development of this property to its full potential is in the best interest of the City of Grand Island and the entire region,
- That there are projects ready to develop at this site if they can meet the financial goals of the developers,

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

**Section 1.** The Commission hereby recommends approval of the Blight and Substandard Study.

**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:** September 5, 2108.

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By:  
Chair



By:



Secretary



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item E-8

**Public Hearing on Acquisition of Sanitary Sewer Easement in  
Concept Subdivision (1723 E 4th Street- Ummel) and Ummelville  
Second Subdivision (1919 E 4th Street- Ummel)**

*Council action will take place under Consent Agenda item G-14.*

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



# **Council Agenda Memo**

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

**Meeting:** October 23, 2018

**Subject:** Public Hearing on Acquisition of Sanitary Sewer Easement in Concept Subdivision (1723 E 4th Street-Ummel) and Ummelville Second Subdivision (1919 E 4th Street- Ummel)

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

## **Background**

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing be conducted with the acquisition approved by the City Council. The easement will provide access to sanitary sewer with further development of the Concept Subdivision and Ummelville Second Subdivision areas.

## **Discussion**

The easement will allow access for the construction, operation, maintenance, extension, repair, replacement, and removal of sanitary sewer main within the easement. The new easement will be a total of twenty (20) feet wide, as shown on the attached drawing.

Property owner is dedicating such easement to the City, with no cost involved.

## **Alternatives**

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

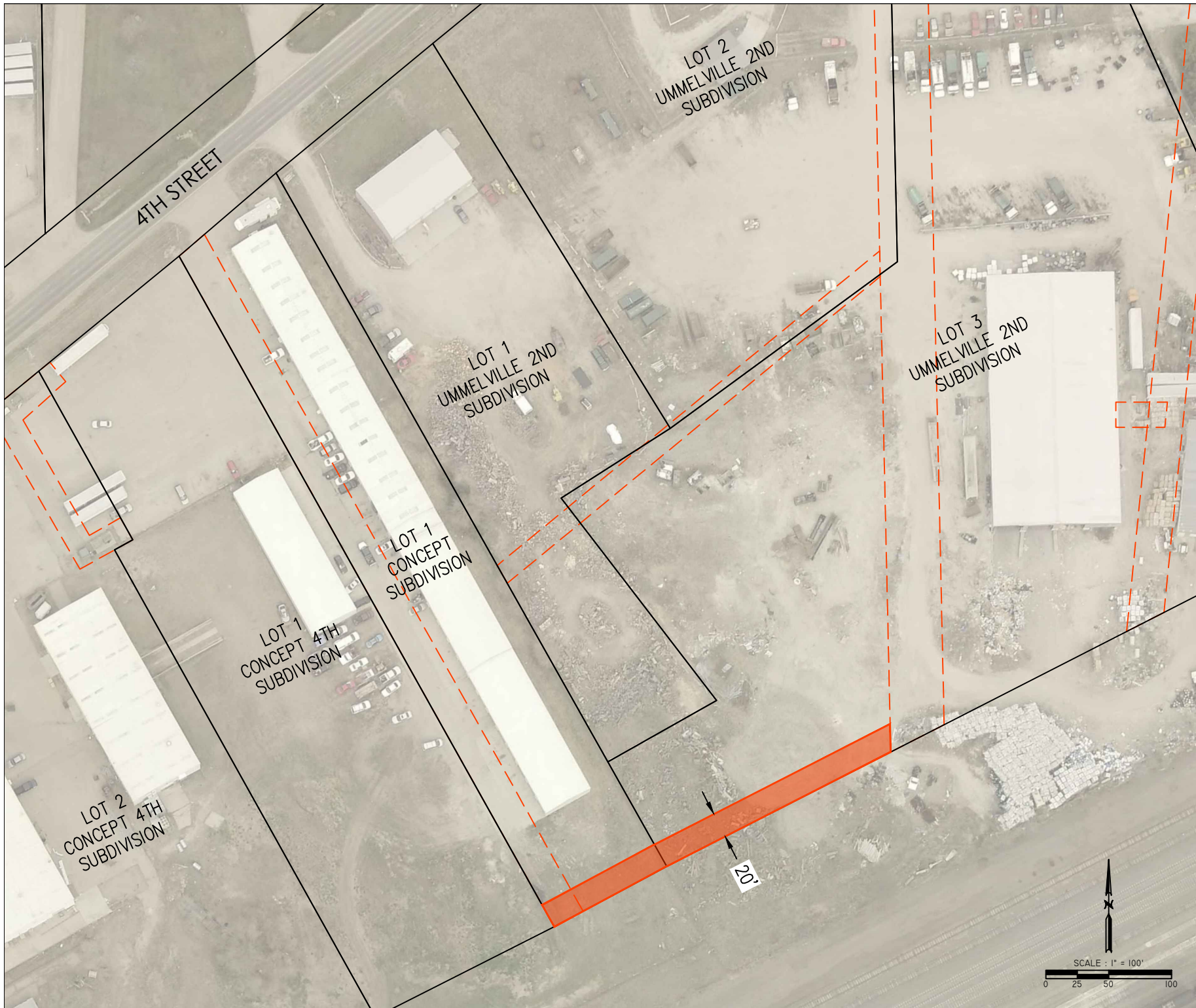
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the sanitary sewer easement in Concept Subdivision and Ummelville Second Subdivision.

### **Sample Motion**

Move to approve the acquisition of the sanitary sewer easement.



DWG. J:\ENGINEERING\EXHIBITS\EXHIBIT UMMELVILLE SANITARY SEWER EASEMENT\EXHIBIT UMMELVILLE SANITARY SEWER EASEMENT.DWG 10/16/2018 9:59:39 AM

**SANITARY SEWER EASEMENT**

UMMELVILLE SECOND SUBDIVISION & CONCEPT SUBDIVISION  
 GRAND ISLAND, NEBRASKA

EXHIBIT

A



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item F-1

**#9711 - Consideration of Request to Rezone Property located at 4055 Trust Street from RD- Residential Development to Amended RD – Residential Development (The Evangelical Lutheran Good Samaritan Society)**

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9711

An ordinance to amend the Final Development Plan for the Residential Development Zone located south of Trust Street rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of Lot 1 Block 3 of Good Samaritan Subdivision in the City of Grand Island, Hall County, Nebraska as more particularly described below, from RD Residential Development Zone to Amended RD Residential Development Zone directing that such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on October 3, 2018, held a public hearing on the proposed zoning of such area; and

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

WHEREAS, after public hearing on October 23, 2018, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following existing platted Final Development Plan for the Residential Zone comprising Lot 1 Block 3 of Good Samaritan Subdivision in the City of Grand Island is hereby rezoned and amended to increase the number of housing units from 30 to 52 and to allow development on the lot as shown on the attached Exhibit 1.

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

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

ORDINANCE NO. 9711 (Cont.)

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

Enacted: October 23, 2018

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk

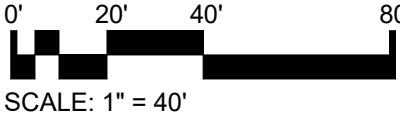


LANDSCAPING KEY -	
CT -	CANOPY TREE 30' MINIMUM MATURE HEIGHT
ET -	EVERGREEN TREE 20' MINIMUM MATURE HEIGHT
UT -	UNDERSTORY TREE 30' MAXIMUM MATURE HEIGHT
3S -	SHRUBS (3)
PROGRAM BREAKDOWN -	
- APARTMENT BUILDING	(46,330 GSF)
FIRST FLOOR:	24,065 GSF
SECOND FLOOR:	22,265 GSF
- 12-PLEX BUILDING	(13,275 GSF)
UNIT BREAKDOWN -	
- APARTMENT BUILDING	(39 UNITS)
FIRST FLOOR:	11 - 1 BED UNITS 8 - 2 BED UNITS
SECOND FLOOR:	10 - 1 BED UNITS 10 - 2 BED UNITS
- 12-PLEX BUILDING	(12 UNITS)
6 - 1 BED UNITS	
6 - 2 BED UNITS	
51 -	TOTAL UNITS
1 -	FULL-TIME EMPLOYEE
PARKING BREAKDOWN -	
- PROPOSED REQUIREMENTS	1 PER UNIT + 1 PER FULL-TIME EMPLOYEE
52 -	TOTAL PARKING SPACES
- PROVIDED SPACES	
52 -	STANDARD SPACES
4 -	HANDICAP SPACES
56 -	TOTAL PARKING SPACES
SITE COVERAGE -	
IMPERVIOUS SF:	71,500 SF
TOTAL SITE SF:	124,800 SF
TOTAL IMPERVIOUS COVERAGE:	57.3%

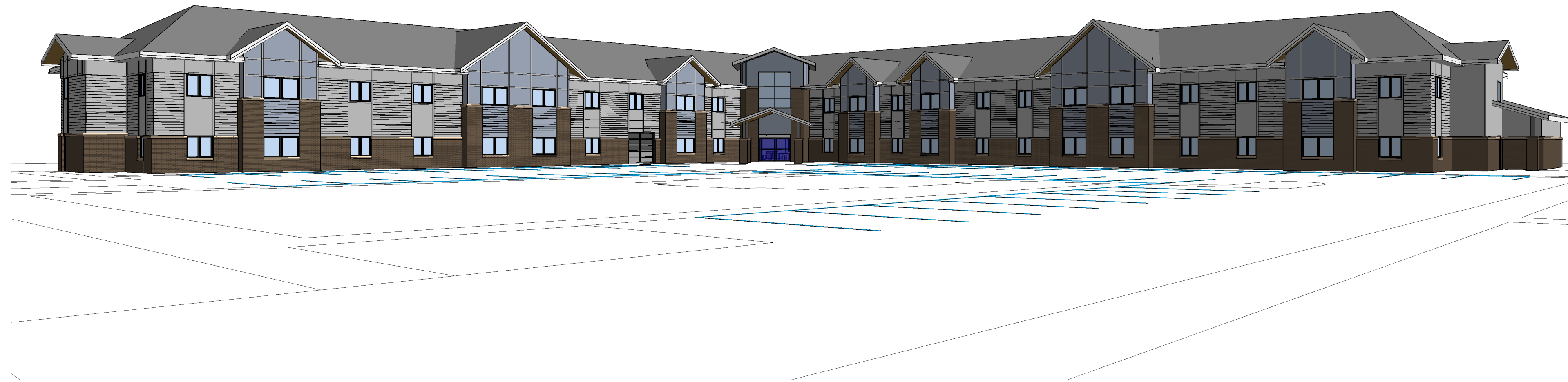
RIVER BIRCH TERRACE - GRAND ISLAND

PRELIMINARY SITE PLAN

07401.001 10/10/2018 SCALE: 1" = 40'-0"



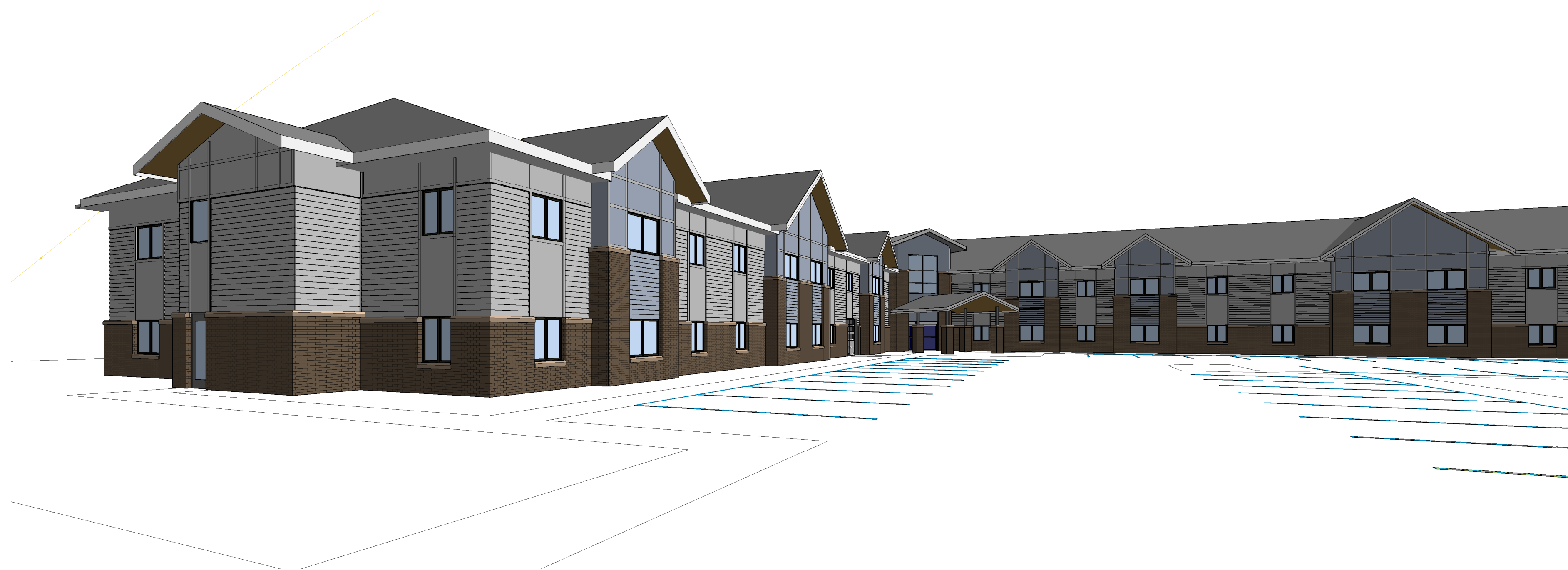




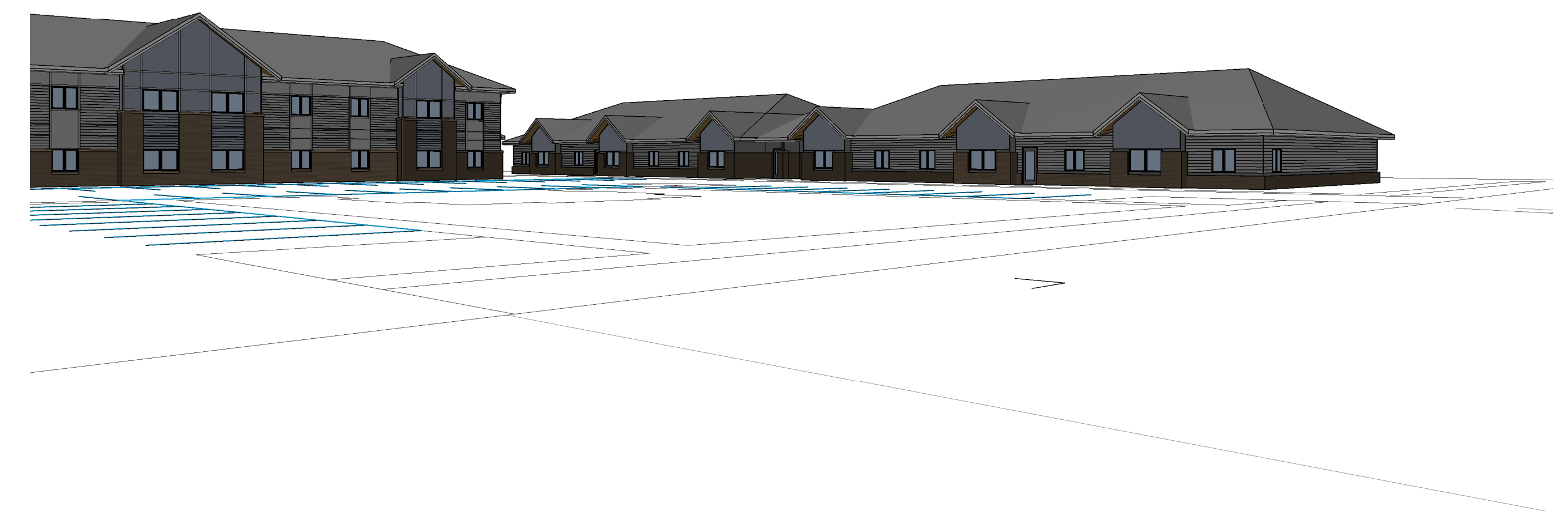
1 3D View from W entry drive  
SCALE:



3 3D View from 12-PLEX entry  
SCALE:

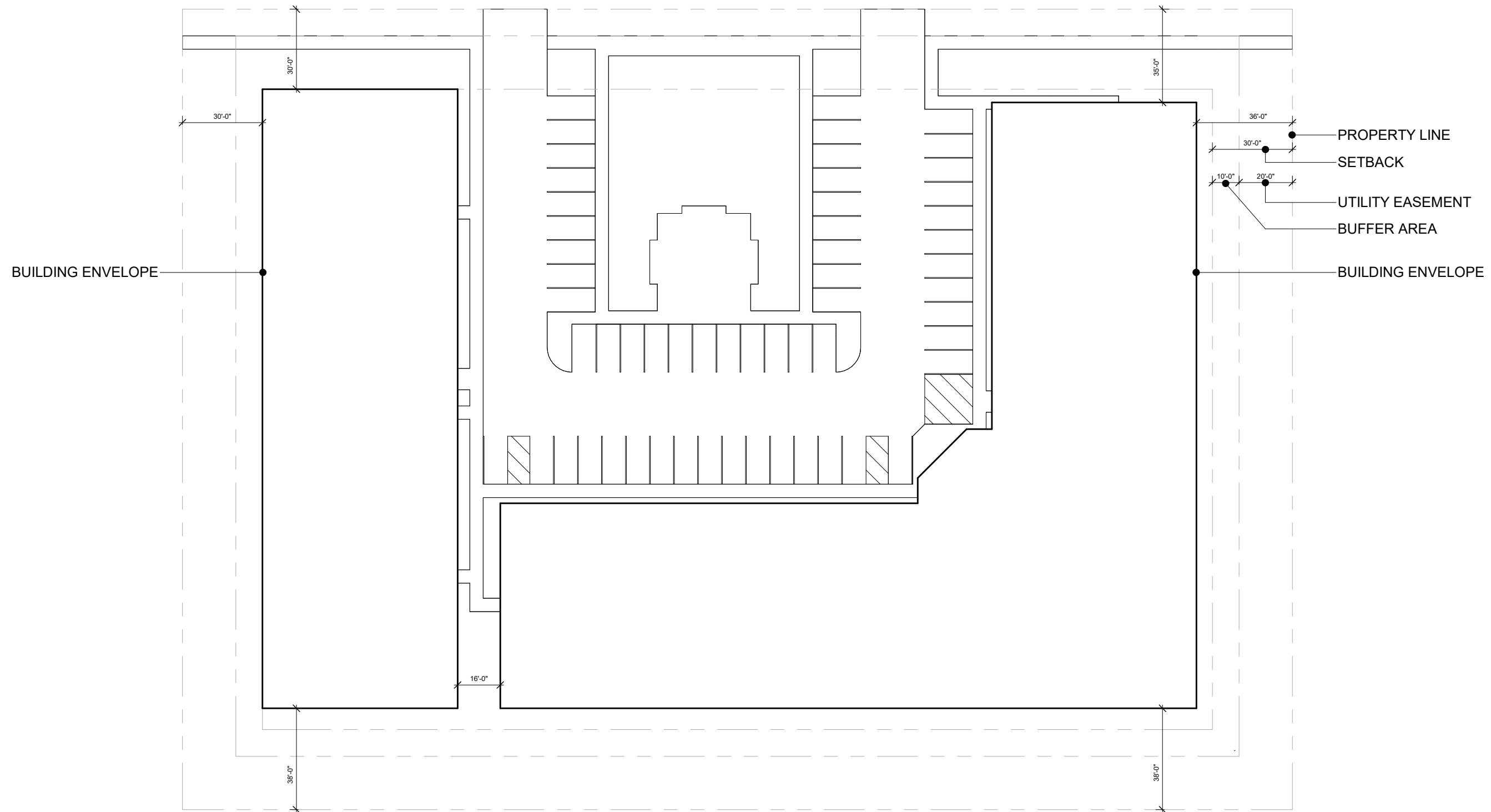


2 3D View from E entry drive  
SCALE:



4 3D View from street  
SCALE:

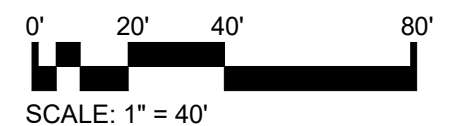
09/18/2018  
GOOD SAMARITAN SUBDIVISION - GRAND ISLAND  
BUILDING PERSPECTIVES  
07401.001



# RIVER BIRCH TERRACE - GRAND ISLAND

## BUILDING ENVELOPE PLAN

07401.001 10/17/2018 SCALE: 1" = 40'-0"



**SCHMMEER**  
Design with Purpose. Build with Confidence.

Exhibit 1 Page 2



# **City of Grand Island**

**Tuesday, October 23, 2018**

**Council Session**

## **Item F-2**

**#9712 – Consideration of Amendments to Chapter 15 of the Grand Island City Code Relative to Electricity**

**Staff Contact: Craig Lewis**

# **Council Agenda Memo**

**From:** Timothy Luchsinger, Utilities Director  
Craig A. Lewis, Building Department Director

**Meeting:** October 23, 2018

**Subject:** City Code Amendments to Chapter 15, Electricity  
Section 15-6 (A) Provisions for Metering

**Presenter(s):** Craig Lewis, Building Department Director

## **Background**

This request is for City Council approval to modify the City Code by revising Section 15-6 (A) Provisions for Metering. The current provisions allow for electric meters to be located on the principal building or meter pedestals. The proposed revisions will allow the location of electric meters to be modified with prior approval. Locations may include UL listed pedestals, accessory building over 625 square feet in size built on foundations extending below frost depth and other locations as approved by the departments. These changes will allow for alternative locations that prove beneficial for the property owners, Utilities and comply with adopted national codes.

## **Discussion**

The proposed amendment to Chapter 15 of the Grand Island City Code has been reviewed by the City's Electrical Board, Utilities and Building staff and approval is recommended. The revisions to the City Code basically provide for the possibility of alternative locations for electric meters.

## **Alternatives**

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

1. Approve the ordinance.
2. Disapprove or /Deny the adoption of the ordinance.
3. Modify the ordinance to meet the wishes of the Council
4. Table the issue

### **Recommendation**

The City Electrical Board and City Staff recommend that the City Council approve revising Section 15-6 of the Grand Island City Code.

### **Sample Motion**

Move to approve the revisions to Section 15-6 of the Grand Island City Code.

ORDINANCE NO. 9712

An ordinance to amend Chapter 15, Section 15-6 of the Grand Island City Code; to repeal any ordinance or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. Chapter 15, Section 15-6 of the Grand Island City Code is hereby amended to read as follows:

**§15-6. Service Entrances**

Each service entrance with 2,000 amperes capacity or less shall be provided with a readily accessible main disconnecting device with appropriate overcurrent protection; provided, each service entrance larger than 2,000 amperes capacity shall comply with the provisions of the National Electric Code. The device shall disconnect all ungrounded conductors from the source of supply in one motion or operation of the hand. For overhead services, said overcurrent protection shall be installed within twenty-five (25) feet from the weatherhead, and within ten (10) feet from where the conductors enter the building. For underground services, said overcurrent protection shall be installed within ten (10) feet from where the conductors enter the building.

(A) *Provisions for Metering.* The meter socket shall be the “ring type” meter socket for 200 amp services and below. Meter sockets shall be mounted on the outside of a principal building with the centerline located between five (5) and six (6) feet above finished grade. With unless prior approval given by the Utilities Department and Building Department, meter sockets may be located on UL listed pedestals, accessory buildings greater than 625 square feet constructed on perimeter foundations extended below frost depth, or alternate locations approved by the Departments. Additional provisions for

Approved as to Form	<input checked="" type="checkbox"/>	_____
October 9, 2018	<input checked="" type="checkbox"/>	City Attorney

metering can be found in the Metering Standards set out by the Grand Island Utilities Department.

(B) Single family switches shall be grouped to disconnect them with one motion of the hand.

(C) *Multiple Family Units.* New multiple family units constructed in compliance with Chapter 8 of the Grand Island Code may be allowed up to 6 switches, one switch per unit. All switches shall be grouped together in one listed and approved assembly.

(D) *Number of Services.* One electrical service shall be provided for each tract or parcel of land, except upon written request and approval by the Utilities Director and Building Department Director, and/or their respective designee, and in conformance with this Code.

(E) *Electric Meter Location.* The electric meter shall be located on the property that it is supplying power to, unless prior approval by the Utilities Department and Building Department.

(F) *Meter Tampering.* Pursuant to Nebraska Revised Statute 25-21,275, tampering or bypassing a meter is strictly prohibited and will result in immediate disconnection.

(F) *Grade Changes.* The property owner shall be responsible for any repairs or modifications to City owned equipment damaged or deemed unsafe due to grade changes, settlement or erosion.

Amended by Ordinance No. 8990, effective 08-10-2005  
Amended by Ordinance No. 9194, effective 11-01-2008  
Amended by Ordinance No. 9366, effective 03-30-2012  
Amended by Ordinance No. 9578, effective 03-29-2016

SECTION 2. Section 15-6 as existing prior to this amendment, and any ordinances or parts of ordinances in conflict herewith, are repealed.

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



ORINANCE NO. 9712 (Cont.)

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication in pamphlet form within 15 days according to law.

Enacted: October 23, 2018

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk



# **City of Grand Island**

**Tuesday, October 23, 2018**

**Council Session**

## **Item G-1**

### **Approving Minutes of October 9, 2018 City Council Regular Meeting**

**Staff Contact: RaNae Edwards**

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

October 9, 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 October 9, 2018. Notice of the meeting was given in *The Grand Island Independent* on October 3, 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, Julie Hehnke, Linna Dee Donaldson, Michelle Fitzke, Vaughn Minton, and Roger Steele. Councilmember Mike Paulick was absent. The following City Officials were present: City Administrator Marlan Ferguson, City Clerk RaNae Edwards, Finance Director Patrick Brown, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

INVOCATION was given by Pastor Jason Warriner, Abundant Life Christian Center, 3411 West Fairley Avenue followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Larry Christensen, Electric Distribution Supervisor with the Utilities Department for 45 Years of Service with the City of Grand Island. The Mayor and City Council recognized Electric Distribution Supervisor Larry Christensen for his 45 years of service to the City of Grand Island. Mr. Christensen was present for the recognition.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Public Right-of-Way in Ponderosa Lake Estates Subdivision (Parcel No. 400329832, 400329883, 400329921) and Ponderosa Village Subdivision (Parcel No. 400428806). Public Works Director John Collins reported that the developer of the Grand Island Regional Hospital location had worked with affected property owners for dedication of necessary public right-of-way to allow public access to such area. Staff recommended approval. No public testimony was heard.

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

Approving Minutes of September 25, 2018 City Council Regular Meeting.

#2018-290 - Approving Final Plat and Subdivision Agreement for Cedar Knoll Subdivision. It was noted that Douglas Jensen, owner, had submitted the Final Plat and Subdivision Agreement for Cedar Knoll Subdivision located north of Capital Avenue and west of Webb Road for the purpose of creating 1 lot on 1 acre of land.

#2018-291 - Approving Agreement for Preliminary Engineering Services for Five Points Intersection in Grand Island with Olsson Associates, Inc. of Lincoln, Nebraska.

#2018-292 - Approving Certificate of Final Completion for Curb Ramp Project No. 2018-CR-2 CDBG with Galvan Construction, Inc. of Grand Island, Nebraska.

#2018-293 - Approving Authorization for Emergency Sanitary Sewer Manhole Repair East of Spring Road on Stolley Park Road with Myers Construction, Inc. of Broken Bow, Nebraska in an Amount of \$76,650.00.

#2018-294 - Approving Acquisition of Public Right-of-Way in Ponderosa Lake Estates Subdivision (Parcel No. 400329832, 400329883, 400329921) and Ponderosa Village Subdivision (Parcel No. 400428806).

#2018-295 - Approving Bid Award - Tree Trimming Project 2019-TT-1 with Leetch Tree Service of Grand Island, Nebraska in an Amount of \$148,300.00.

#2018-296 - Approving Bid Award for Shingled Roof Replacement & Metal Roof Repair and Elastomeric Coating at Jackrabbit Run Golf Course with Compass Roofing of Grand Island, Nebraska in the Amount of \$13,773.59 and Scarborough Construction, Inc. of Grand Island, Nebraska in an Amount of \$15,281.26.

#2018-297 - Approving Purchase and Delivery of Infield Soil Conditioner – Ashley Park from GIX Logistics from Grand Island, Nebraska in an Amount of \$40,000.00.

#2018-298 - Approving Purchase of a 3/4 Ton Pickup for the Cemetery Division of the Parks & Recreation Department from Sid Dillon Ford, Inc. of Ceresco, Nebraska in an Amount of \$38,119.00.

#2018-299 - Approving Amended and Restated Interlocal Agreement with the Central District Health Department to Include the City of Aurora.

#### RESOLUTIONS:

#2018-300 - Consideration of Approving Changes to Speed Limit Resolution No. 2016-262. Public Works Director John Collins reported that with the recent passing of LB1009, the Nebraska Department of Transportation contacted Public Works Engineering staff regarding an increase of speed limit on US Highways 34/281. Staff recommended approval.

Discussion was held regarding the speed limits on South Locust Street and Highway 281.

Motion by Jones, second by Minton to approve Resolution #2018-300. Upon roll call vote, all voted aye. Motion adopted.

#2018-301 – Consideration of Approving Turbine Generator Warranty Investigation. Utilities Director Tim Luchsinger reported that a major inspection and overhaul of the turbine generator

at the Platte Generating Station was performed every five years. The overhaul was completed in the fall of 2017. The work completed by Reliable Turbine Services in 2017 was warranted for 1 year. During the last year plant engineers discovered three issues that could fall under the warranty. Reliable Turbine Services developed a scope of work that would investigate the issues. They would perform this work during the fall outage that was scheduled to start October 11, 2018. The proposed scope of work was based on the standard rates and estimated hours. This work was not to exceed \$222,060.00. If during the investigation the work was found to be under warranty there would be no charges to the City of Grand Island Utilities. Staff recommended approval.

Motion by Donaldson, second by Fitzke to approve Resolution #2018-301. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Nickerson to approve the payment of claims for the period of September 26, 2018 through October 9, 2018 for a total amount of \$4,068,781.62. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 7:28 p.m.

RaNae Edwards  
City Clerk



# **City of Grand Island**

**Tuesday, October 23, 2018**

**Council Session**

## **Item G-2**

**Approving Minutes of October 16, 2018 City Council Study Session**

**Staff Contact: RaNae Edwards**

## CITY OF GRAND ISLAND, NEBRASKA

### MINUTES OF CITY COUNCIL STUDY SESSION

October 16, 2018

Pursuant to due call and notice thereof, a Study Session of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on October 16, 2018. Notice of the meeting was given in the *Grand Island Independent* on October 10, 2018.

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

INVOCATION was given by Mayor Jensen followed by the PLEDGE OF ALLEGIANCE.

#### SPECIAL ITEMS:

Introduction – “The Diamond of the Island”. Mayor Jensen commented on “The Diamond of the Island”. Mentioned were the following projects: to the north the Veteran’s property, to the west Husker Harvest Days and the Heartland Shooting Park; to the south Highway 281 corridor and the economic impact of traffic traveling on Interstate 281; and to the east the Fonner Park and State Fair Complex.

Mentioned was the importance of bringing people to Grand Island along with tourism. He commented on concerns of the budget for the City of Grand Island. The most important revenue for the City was sales tax. The Food and Beverage Tax was used to market Grand Island. These dollars were used for the Lottery match, ballfields, Husker Harvest Days improvements, etc.

Introduced was “Project Million” – collectively all stakeholders and attenders attending all activities held in Grand Island for a total of 1 million people. Listed were all the stakeholders in Grand Island.

The following barriers of success were mentioned: no clearly defined goal; no current collaboration of stakeholders; no clarity of roles and responsibilities of the campus; no working relationship of Fonner Park and the State Fair; and no communication between the stakeholders.

Presentation on the Nebraska State Fair. Executive Director Lori Cox representing the Nebraska State Fair presented a PowerPoint presentation regarding the State Fair. In 2019 the Nebraska State Fair will celebrate 150 years. Their master plan conversations were: concerts, livestock; and infrastructure.

GILCA – Grand Island Livestock Complex Authority was explained. Four parties consisted of GILCA: Nebraska State Fair, Grand Island Chamber of Commerce, Fonner Park, and the Grand Island Convention & Visitors Bureau worked together to bring livestock shows to Grand Island.



Reviewed were the following infrastructure issues: concourse, parking lots, storm water, ingress to campus, ADA issues, limited RV space, power & water, building expansion, and new buildings needed.

Concerts were an important part of the State Fair. As a result of the 2018 outdoor concerts that had to be cancelled due to weather, they had decided to not use the racetrack for future outdoor concerts. The Heartland Events Center was not big enough for the type of concerts they would like to bring to Grand Island. Price, cost of artists, and saturation were mentioned.

A concert vision was being discussed. Marketing; customer service; a full slate of returning a concert series for every day of the fair; and back of house. An outdoor pavilion was presented which if built here in Grand Island would be the first on of its kind of any state fair in the nation.

Ms. Cox answered the question with regards to the cost. She stated the State Fair would cover the costs.

Presentation on Grow Grand Island. Grow Grand Island Chairman Tonja Brown gave a Grow Grand Island Report. Reviewed were projects where the Food and Beverage Tax was used. The mission statement for Grow Grand Island was: Grow Grand Island cultivates bold ideas that create business and quality of life opportunities in our region through planning, partnering and doing. Grow Grand Island was created to promote entertainment, agricultural and livestock shows, trade shows and similar events that would attract visitors to Grand Island.

Reviewed were the following projects that Grow Grand Island had help fund:

- Olympic Bunker Trap at Heartland Shooting Park
- Equine Stalls at State Fair Grounds
- Fundraising Campaign for Private Partnership

Presented were the following priorities:

- Workforce Development
- Downtown/Railsides
- Entrepreneurship
- Education
- Affordable Housing
- Grow Grand Island, Inc.

Ms. Brown answered questions concerning the four year agreement with Grand Island. Council would have the opportunity to continue the agreement after it expired.

Presentation on the Heartland Events Center. CEO Bruce Swihart with Fonner Park introduced Kyle Overturf representing Almquist Maltzahn Galloway and Luth who gave a presentation of Fonner Parks financials. Mr. Swihart gave a report on the Heartland Events Center. Reviewed was the history of the center.

Diane Willey commented on the high risk with concerts. Mentioned was the competition of other venues within the state over the years. Also were the difficulties and expenses of getting artists to come to Grand Island.

Discussion was held concerning what would happen when the City became the owner of the Heartland Events Center in 2024. Mr. Swihart stated they would like to continue with the management contract currently in place.

Jay Vavricek, 2729 Brentwood Blvd. complimented Mayor Jensen on bringing these issues forward. He mentioned the 1868 Foundation and volunteers as being other stakeholders for the Nebraska State Fair. He stated it was important for people to attend the concerts in order for them to come out ahead.

Mayor Jensen stated this meeting was to bring people together to talk about the future of the Fonner Park Campus.

Brad Melluma representing Grand Island/Hall County Convention and Visitors Bureau answered questions regarding the \$500,000 the City donates to Grow Grand Island each year from the Food and Beverage Tax. Gene McCloud presented a video marketing Fonner Park.

KC Hehnke, 8406 N. 110th Road, Dannebrog stated Fonner Park was hosting a National Marketing Firm to help Fonner Park market events. He said it was very important to get people to come to Grand Island because they would spend money creating sales tax which was our most important way to increase revenue for the City and would in turn help property owners in not having to pay more property tax.

Ray O'Connor, 611 Fleetwood Road commented on bringing agricultural shows (beef, sheep, swine, equine, etc.) that would bring families and spend time in Grand Island thereby paying sales tax, food & beverage tax, and hotel occupation tax. Recommended was a community calendar promoting events here in Grand Island.

Cindy Johnson representing the Chamber of Commerce stated this was similar to when they worked on getting the Nebraska State Fair here in Grand Island 10+ years ago. Everybody needed to work together, acknowledging and respecting each other.

Steve Kunzman, 2408 Riverside Drive representing Fonner Park stated the financial responsibility for the buildings were Fonner Parks. Communication was very important and steps had been taken before this meeting. Fonner Park was willing to work together with the other entities. Amos Anson, 4243 Arizona Avenue clarified how the money could be spent from the Food and Beverage Tax.

ADJOURNMENT: The meeting was adjourned at 9:42 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item G-3

### **Approving Re-Appointments of Hector Rubio, Robin Hendricksen, and Tony Randone to the Interjurisdictional Planning Commission**

*Mayor Jensen has submitted the re-appointments of Hector Rubio, Robin Hendricksen, and Tony Randone to the Interjurisdictional Planning Commission. The appointments would become effective December 1, 2018 upon approval by the City Council and would expire on November 30, 2019.*

Staff Contact: Mayor Jeremy Jensen



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item G-4

**#2018-302 - Approving City Council Meeting Schedule for 2019**

Staff Contact: RaNae Edwards

# **Council Agenda Memo**

**From:** RaNae Edwards, City Clerk  
**Meeting:** October 23, 2018  
**Subject:** City Council Meeting Schedule for 2019  
**Presenter(s):** RaNae Edwards, City Clerk

## **Background**

Grand Island City Code Chapter 2 specifies that Regular Meetings of the City Council shall be held in the Council Chambers of City Hall on the second and fourth Tuesdays of each month beginning at 7:00 p.m. City Council approved Ordinance No. 9009 on September 27, 2005 amending Chapter 2 of the Grand Island City Code allowing Study Sessions to be held at the discretion of the City Council.

## **Discussion**

The City Clerk has prepared the proposed 2019 meeting schedule. This provides for the first City Council meeting to be a Regular Meeting on Tuesday, January 8, 2019. Due to the holiday in December it is suggested the regular meetings be held on the first and third Tuesdays. See attached proposed meeting dates.

## **Alternatives**

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

1. Move to approve the 2019 meeting schedule as presented
2. Refer the issue to a Committee
3. Modify the 2019 meeting schedule to meet the wishes of the Council

## **Recommendation**

City Administration recommends that the Council approve the proposed 2019 City Council meeting schedule.

## **Sample Motion**

Move to approve the 2019 City Council meeting schedule as proposed.

# **PROPOSED**

**2019**

## **CITY COUNCIL MEETING DATES**

Tuesday, January 8, 2019

Tuesday, July 9, 2019

Tuesday, January 22, 2019

Tuesday, July 23, 2019

Tuesday, February 12, 2019

Tuesday, August 13, 2019

Tuesday, February 26, 2019

Tuesday, August 27, 2019

Tuesday, March 12, 2019

Tuesday, September 10, 2019

Tuesday, March 26, 2019

Tuesday, September 24, 2019

Tuesday, April 9, 2019

Tuesday, October 8, 2019

Tuesday, April 23, 2019

Tuesday, October 22, 2019

Tuesday, May 14, 2019

Tuesday, November 12, 2019

Tuesday, May 28, 2019

Tuesday, November 26, 2019

Tuesday, June 11, 2019

Tuesday, December 3, 2019

Tuesday, June 25, 2019

Tuesday, December 17, 2019

RESOLUTION 2018-302

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the City Council of the City of Grand Island, Nebraska will meet in the Council Chambers, 100 East First Street at 7:00 p.m. on the below-mentioned dates:

**2019 City Council Meetings:**

Tuesday, January 8, 2019  
Tuesday, January 22, 2019  
Tuesday, February 12, 2019  
Tuesday, February 26, 2019  
Tuesday, March 12, 2019  
Tuesday, March 26, 2019  
Tuesday, April 9, 2019  
Tuesday, April 23, 2019  
Tuesday, May 14, 2019  
Tuesday, May 28, 2019  
Tuesday, June 11, 2019  
Tuesday, June 25, 2019

Tuesday, July 9, 2019  
Tuesday, July 23, 2019  
Tuesday, August 13, 2019  
Tuesday, August 27, 2019  
Tuesday, September 10, 2019  
Tuesday, September 24, 2019  
Tuesday, October 8, 2019  
Tuesday, October 22, 2019  
Tuesday, November 12, 2019  
Tuesday, November 26, 2019  
Tuesday, December 3, 2019  
Tuesday, December 17, 2019

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 23, 2018.

—

_____  
Jeremy L. Jensen, Mayor

Attest:

_____  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2018	☐ City Attorney





# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item G-5

**#2018-303 - Approving Final Plat and Subdivision Agreement for Ummelville Third Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission

**Meeting:** October 23, 2018

**Subject:** Ummelville Third Subdivision – Final Plat

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

## **Background**

This property is located west of Sky Park Road between 4th Street and Union Pacific Railroad Tracks in Grand Island, Nebraska. (2 lots, 2.11 acres). This property is zoned M-2 Heavy Manufacturing.

## **Discussion**

The final plat for Ummelville Third Subdivision was considered by the Regional Planning Commission at the October 3, 2018 meeting.

A motion was made by Monter and seconded by Robb to recommend approval of Consent Agenda Items.

The motion carried with seven members in favor (Apfel, O'Neill, Allan, Ruge, Robb, Monter, and Randone) with no members abstaining.

## **Alternatives**

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

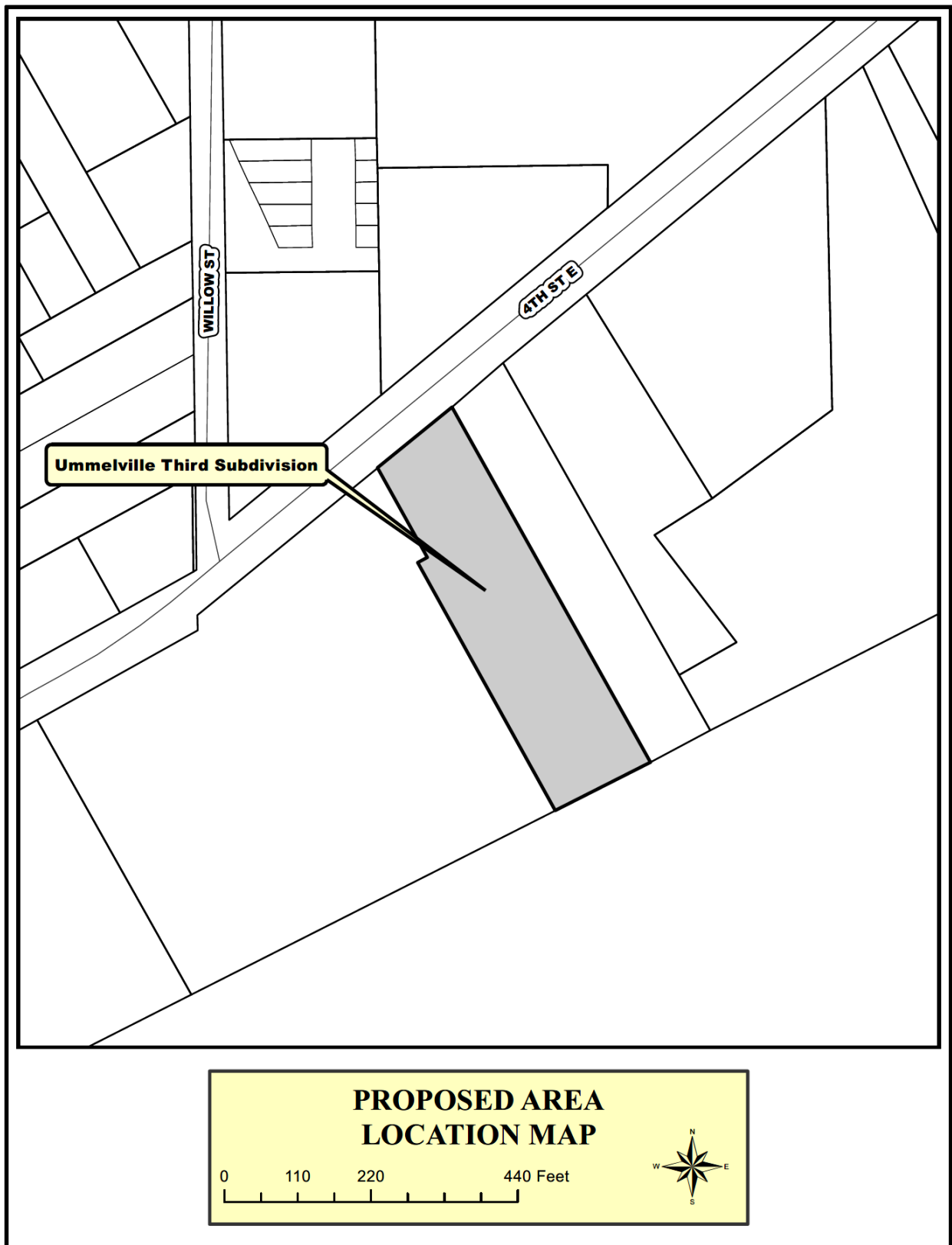
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve as recommended.



**Developer/Owner**

Tommy Ummel Sr.  
567 S. Shady Bend Rd.  
Grand Island, NE 68801

To create 2 lots on the south of 4th street west of Sky Park Road in the City of Grand Island, in Hall County, Nebraska.

**Size:** 2.11 acres

**Zoning:** M2 –Heavy Manufacturing

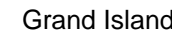
**Road Access:** 4th Street is a rural section city street at this location

**Water Public:** City water is available.

**Sewer Public:** City sewer is available.



PLOTTED:9/13/2018 11:35 AM  
G:\Projects\149\149-LS\2018\149-LS-1548-18 Ummel Sub\Civil-Dwgs\Design Drawings\Survey Design\EX_BASE 149-LS-1548-18 UMME.dwg



KNOWN ALL MEN BY THESE PRESENTS, that, TOMMY UMMELE, SR., OWNER, and EQUITABLE BANK, TRUSTEE, being the sole owners of the land described hereon, have caused same to be surveyed, subdivided, platted and designated as "UMMELVILLE THIRD SUBDIVISION", an addition to the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the streets as shown thereon to the public for their use forever, and the Easements as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress there to, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that the foregoing subdivision as more particularly described in the description hereon as appears on the plat is made with the free consent and in accordance with the desires of the undersigned owner and proprietor.

IN WITNESS WHEREOF, we have affixed our signatures hereto, at Grand Island, Nebraska,

---

TOMMY UMMEL, SR.

_____  
(sign name)                      (print name)                      it's  
for EQUITABLE BANK, TRUSTEE                      (print title)

STATE OF NEBRASKA )  
COUNTY OF HALL ) S.S.

On the _____ day of _____, 2018, before me _____ a Notary Public within and for said County, personally appeared Tommy Ummel, Sr., to me personally known to be the identical person whose signature is affixed hereto, and that each did acknowledge the execution thereof to be his or her voluntary act and deed.

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

_____  
Notary Public

STATE OF _____ )  
COUNTY OF _____ ) S.S.

On the _____ day of _____, 2018, before me _____ a Notary Public within and for said County, personally appeared

(print name) _____, (print title) _____ of Equitable Bank, Trustee, and to me personally known to be the identical person whose signature is affixed hereto, and that they did acknowledge the execution thereof to be their voluntary act and deed and the voluntary act and deed of said Company and that they were empowered to make the above dedication for and in behalf of said Company.

My commission expires _____. (Seal)

---

Notary Public

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

CHAIRMAN (signature) (date)

Approved and accepted by the City of Grand Island, Nebraska, this _____ day of _____, 2018. (S E A L)

MAYOR _____ CITY CLERK _____

A tract of land being all of Lot One (1), Concept Fourth Subdivision, in the City of Grand Island, Hall County, Nebraska.

I hereby certify that on September 13, 2018, I completed an accurate survey, performed under my direct supervision, of UMMILVILLE THIRD SUBDIVISION, an addition to the City of Grand Island, Hall County, 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 known and recorded monuments.

Chad Dixon, Nebraska Professional Registered Land Surveyor No. 672

Date: _____

This plat prepared September, 2018 for:

Tommy Ummel Sr.  
567 S Shady Bend Rd  
Grand Isle, NE 68801

Current Zoning: M2  
Proposed Zoning: M2

Council Session - 10/23/2018

RESOLUTION 2018-303

WHEREAS Tommy Ummel Sr, being the said owner of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as “UMMELVILLE THIRD SUBDIVISION”, a subdivision on a tract of land being all of Lot One (1) Concept Fourth Subdivision in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of UMMELVILLE THIRD SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

_____  
Jeremy L. Jensen, Mayor

Attest:

_____  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2018	☐ City Attorney



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item G-6

### **#2018-304 - Approving Change Order No. 1 to Edith Abbott Memorial Library Renovation**

Staff Contact: Steve Fosselman, Library Director



# **Council Agenda Memo**

**From:** Steve Fosselman, Library Director

**Meeting:** October 23, 2018

**Subject:** Approving Change Order No. 1 to Edith Abbott Memorial Library Renovation

**Presenter(s):** Steve Fosselman, Library Director

## **Background**

Cheever Construction of Lincoln, Nebraska was awarded a \$1,122,400.00 contract on June 12, 2018, via Resolution No. 2018-168, for renovations to the Edith Abbott Memorial Library. Construction is now underway.

## **Discussion**

Change Order No. 1 to the referenced project is being requested to add pay items for 1) taking up existing meeting room carpeting previously omitted from specifications in order to complete specified carpet replacement, 2) additional parking lot-area sodding needed due to unknown conditions, and 3) extension of an administrative office wall.

In order to complete this work Change Order No. 1 is necessary, which will result in a contract increase of \$3,365.93, modifying the total contract to \$1,125,765.93.

The Grand Island Public Library Foundation is responsible for financing all costs for this project that are not provided by the Grimminger estate funds from the 295 Special Project Account and project-specific grant funds received by the City, as per Resolution No. 2018-164 approved by the City Council on June 12, 2018.

## **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve Change Order No. 1 to Edith Abbott Memorial Library Renovation with Cheever Construction of Lincoln, Nebraska in the amount of \$3,365.93, modifying the total contract to \$1,125,765.93.

### **Sample Motion**

Move to approve Change Order No. 1 to Edith Abbott Memorial Library Renovation with Cheever Construction of Lincoln, Nebraska in the amount of \$3,365.93, modifying the total contract to \$1,125,765.93.

# CHEEVER

/// construction

3425 North 44th Street  
Lincoln, NE 68504  
Ph : (402) 477-6745

## Change Order

### Project:

201820 Edith Abbott Library Renovatn  
211 North Washington Street  
Grand Island, NE 68801

### Change Order: 1

Date: 10/5/2018

### Architect's Project:

Contract Date: 6/13/2018

### To Contractor:

Cheever Construction Company  
3425 North 44th Street  
Lincoln, NE 68504

### The Contract is changed as follows:

2 Demo Flooring in Meeting Rooms 102A and 102B	\$1,569.80
3 Proposal Request 003 - Revise Sodding	\$248.66
4 Extend West Wall of Admin Asst. 146	\$1,547.47
Total:	<u>\$3,365.93</u>

The original Contract Amount was	\$1,122,400.00
Net change by previously authorized Change Orders	\$0.00
The Contract Amount prior to this Change Order was	\$1,122,400.00
The Contract will be increased by this Change Order in the amount of	\$3,365.93
The new Contract Amount including this Change Order will be	\$1,125,765.93
The Contract Time will be unchanged.	
The date of Substantial Completion as of the date of this Change Order therefore is	


### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACT AND OWNER.

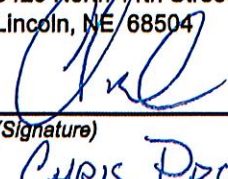
#### ARCHITECT

#### CONTRACTOR

#### OWNER

Cheever Construction Company  
3425 North 44th Street  
Lincoln, NE 68504

  
(Signature)  
ERIC PAVEY

  
(Signature)  
CHRIS PRO

By  
10/7/18  
Date

By  
10.5.2018  
Date

By  
Date

RESOLUTION 2018-304

WHEREAS, on June 12, 2018, via Resolution No.2018-168, the City of Grand Island awarded Cheever Construction of Lincoln, Nebraska the bid in the amount of \$1,122,400.00 for renovations to the Edith Abbott Memorial Library; and

WHEREAS, it has been determined that modifications need to be made to allow for 1) taking up existing meeting room carpeting previously omitted from specifications in order to complete specified carpet replacement, 2) additional parking lot-area sodding needed due to unknown conditions, and 3) extension of an administrative office wall; and

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

WHEREAS, the result of such modifications will increase the contract amount by \$3,365.93 for a revised contract price of \$1,125,765.93; and

WHEREAS, The Grand Island Public Library Foundation is responsible for financing all costs for this project that are not provided by the Grimminger estate funds from the 295 Special Project Account and project-specific grant funds received by the City, as per Resolution No. 2018-164 approved by the City Council on June 12, 2018.

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 \$3,365.93 between the City of Grand Island and Cheever Construction of Lincoln, Nebraska to provide the modifications for a revised contract price of \$1,125,765.93.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

_____  
Jeremy L. Jensen, Mayor

Attest:

_____  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2018	☐ City Attorney



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item G-7

**#2018-305 - Approving Tap Fees for Lots One (1) and Two (2) in newly subdivided Carey Subdivision in Water Main District 430T - Bismark & Stuhr Road**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

R E S O L U T I O N 2018-305

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the special benefits as determined by Resolution 2018-BE-7 shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103 R.R.S. 1943. A connection fee in the amount of the benefit identified below accruing to each property in the district shall be paid to the City of Grand Island at the time such property becomes connected to the water main. No property benefited as determined by this resolution shall be connected to the water main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

According to the square footage of the respective lots, tracts, and real estate within such Water Main District No. 430T, such benefits are the sums set opposite the several descriptions as follows:

Name	Description	Connection Fee (\$)
William R. Carey 1120 E. Bismark Road Grand Island NE 68801	Lot 1, Carey Subdivision	\$10,887.63
William R. Carey 590 S. Stuhr Road Grand Island NE 68801	Lot 2, Carey Subdivision	\$ 6,630.49
<b>TOTAL All Connection Fees</b>		<b>\$17,518.12</b>

---

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

_____  
Jeremy L. Jensen, Mayor

Attest:

_____  
RaNae Edwards, City Clerk

Approved as to Form    ☐ _____  
October 18, 2018        ☐ City Attorney



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item G-8

### **#2018-306 - Approving Tap Fees for Water Main District 471T - Highway 34 and Locust Street**

*This item relates to the aforementioned Board of Equalization item D-2.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

R E S O L U T I O N 2018-306

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the special benefits as determined by Resolution 2018-BE-8 shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103 R.R.S. 1943. A connection fee in the amount of the benefit identified below accruing to each property in the district shall be paid to the City of Grand Island at the time such property becomes connected to the water main. No property benefited as determined by this resolution shall be connected to the water main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

According to the square footage of the respective lots, tracts, and real estate within such Water Main District No. 471T, such benefits are the sums set opposite the several descriptions as follows:

Name	Description	Connection Fee (\$)
Talon Apartments, Inc. 1201 Allen Drive #240 Grand Island NE 68803	Beginning at the southeast corner of Talon Apartments First Subdivision, Grand Island, Hall County Nebraska; thence westerly along the southerly line of said Talon Apartments First Subdivision, a distance of 115.54'; thence northerly and parallel with the easterly line of Lot 10, Talon Apartments First Subdivision, a distance of 39.27' to a point on the southerly line of said Lot 10; thence easterly along the southerly line of said Lot 10, a distance of 33' to the Southeast corner of said Lot 10; thence northerly along the easterly line of said Lot 10 and its extension, a distance of 75.04' to a point on the southerly line of Lot 8, Talon Apartments First Subdivision; thence easterly along the southerly line of said	\$26,949.71

Approved as to Form    ☐ _____  
October 18, 2018        ☐ City Attorney



	Lot 8 and its extension, to a point on the easterly line of said Talon Apartments First Subdivision; thence southerly along the easterly line of said Talon Apartments First Subdivision, a distance of 121.56' to the said Point of Beginning.	
Heidi Lee Nesiba-Aken 278 E. Hwy. 34 Grand Island NE 68801	Beginning at the southeast corner of Talon Apartments First Subdivision, Grand Island, Hall County Nebraska; also being the southwest corner of a tract of land comprising part of the S $\frac{1}{2}$ ; SW $\frac{1}{4}$ , SW $\frac{1}{4}$ , Section 27, Township 11 North, Range 9 West of the 6 th PM, Hall County, Nebraska, as described in Instrument 201400643 recorded in the Register of Deeds office, Hall County, Nebraska; thence northerly along the easterly line of Talon Apartments First Subdivision, a distance of 121.56'; thence easterly a distance of 106.45' to a point of the easterly line of said tract of land; thence southerly along the easterly line of said tract of land, a distance of 133.36' to a point on the southerly right-of-way line of US Highway 34; thence westerly along the said southerly right-of-way line, a distance of 106.30' to the said Point of Beginning.	\$24,794.48
<b>TOTAL All Connection Fees</b>		<b>\$51,744.19</b>

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

_____  
Jeremy L. Jensen, Mayor

Attest:

_____  
RaNae Edwards, City Clerk

Approved as to Form    ☐ _____  
October 18, 2018        ☐ City Attorney



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item G-9

**#2018-307 - Approving Bid Award - Burdick Station Gas Turbine Control System**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** October 23, 2018

**Subject:** Burdick Generating Station Gas Turbine Control System

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

## **Background**

The Burdick Generating Station has three gas turbines which provide peaking and emergency power. These gas turbines have a computer control system which enables the gas turbine to be started and operated locally. The turbine controls on two gas turbines have a limited life span due to the manufacturer no longer supporting it with new parts. To maintain reliability and allow for operation of the gas turbines from the Platte Generating Station, engineering staff developed a specification to upgrade the control computers to update the turbine controls and allow for operation from Platte Generating Station.

## **Discussion**

A Request for Bids was advertised and sent to three potential bidders. Three bids were received and opened on October 4, 2018. The engineer's estimate for this project was \$900,000.00.

Bidder	Bid Price (with tax)
HPI, LLC – Houston, Texas	\$853,282.20*
ABB, Inc., - Cleveland, Ohio	\$799,371.42**
GE Energy Control Solutions, LLC, - Longmont, Colorado	\$995,753.00

*HPI included an option of fast start in their base bid and it was removed, since it was not part of the base bid, and to make bids equivalent in scope. Both ABB and GE had clarifications in their bids that were reviewed and found to meet the specification.

**The ABB bid price has been adjusted to include the annual service fees and recommended spare parts.

## **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 presented in this motion

## **Recommendation**

City Administration recommends that the Council award the bid for Burdick Generating Station Gas Turbine Control System to ABB, Inc., of Cleveland, Ohio as the lowest compliant bid, with the bid in the amount of \$799,371.42.

## **Sample Motion**

Move to approve the bid from ABB, Inc., of Cleveland, Ohio, for the Burdick Generating Station Gas Turbine Control System in the amount of \$799,371.42.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** October 4, 2018 at 2:00 p.m.  
**FOR:** Burdick Generating Station Gas Turbine Control System  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$900,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** September 13, 2018  
**NO. POTENTIAL BIDDERS:** 3

**SUMMARY**

<b>Bidder:</b>	<b><u>HPI, LLC</u></b> Houston, TX	<b><u>ABB, Inc.</u></b> Cleveland, OH
<b>Bid Security:</b>	SureTec Insurance Company	Liberty Mutual Insurance Company
<b>Exceptions:</b>	None	Noted

<b>Bid Price:</b>		
<b>Material:</b>	\$482,380.00	\$222,200.00
<b>Labor:</b>	\$411,080.00	\$244,800.00
<b>Sales Tax:</b>	<u>\$ 62,542.20</u>	<u>\$ 32,690.00</u>
<b>Total Base Bid:</b>	\$956,002.20	\$499,690.00

<b>Bidder:</b>	<b><u>GE Energy Control Solutions, LLC</u></b> Longmont, CO
<b>Bid Security:</b>	Euler Hermes North America Ins. Co.
<b>Exceptions:</b>	Noted

<b>Bid Price:</b>	
<b>Material:</b>	\$482,069.00
<b>Labor:</b>	\$213,684.00
<b>Sales Tax:</b>	<u>NA</u>
<b>Total Base Bid:</b>	\$995,753.00

cc: Tim Luchsinger, Utilities Director

Pat Gericke, Utilities Admin. Assistant

Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Patrick Brown, Finance Director  
Lynn Mayhew, Assistant Utilities Director

**P2067**

RESOLUTION 2018-307

WHEREAS, the City of Grand Island invited sealed bids for Burdick Station Gas Turbine Control System, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on October 4, 2018, bids were received, opened and reviewed; and

WHEREAS, ABB, Inc., of Cleveland, Ohio, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$799,371.42; and

WHEREAS, the bid of ABB, Inc., is than the estimate for Burdick Station Gas Turbine Control System.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of ABB, Inc., in the amount of \$799,371.42 for the Burdick Station Gas Turbine Control System, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

_____  
Jeremy L. Jensen, Mayor

Attest:

_____  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2018	☐ City Attorney



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item G-10

### **#2018-308 - Approving Burdick Cooling Water System Engineering Services**

Staff Contact: Tim Luchsinger, Stacy Nonhof



# **Council Agenda Memo**

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

**Meeting:** October 23, 2018

**Subject:** Burdick Cooling Water System Engineering Services

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

## **Background**

The Burdick Generating Station consists of nine wells located within one mile of the Burdick Station. These wells were originally designed in 1954 for once-through cooling of the steam units and water supply to the steam unit cooling tower. In 2003, two gas turbines were added to the site and the wells are being used for once-through cooling of these gas turbines. The three steam units were decommissioned last year. The existing cooling water system will only be providing cooling water to the gas turbines and raw water supply for water treatment system.

Utility staff has recommended retaining an engineering firm to help evaluate the existing system of wells and develop a cooling water system for the remaining gas turbines at Burdick Generating Station.

## **Discussion**

A Request for Proposal for Engineering Services to evaluate the existing system of wells, pumps and piping to develop a phased plan, and execute bid specifications for the Burdick Cooling Water System was received from the following consultants:

Kiewit Engineering & Design Co., Lenexa KS  
Black & Veatch Corp, Overland Park, KS  
Zachry Engineering Corp., Omaha, NE  
JEO Consulting Group, Inc., Grand Island, NE

Using a matrix of the Utility Department's established evaluation criteria, which included fees, company and personnel experience, contract forms, and proposal responsiveness, these proposals were reviewed by Department management staff. A tabulation of the evaluation factors indicated a consensus for JEO Consulting Group, Inc., of Grand Island, Nebraska.

## **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 presented in this motion.

## **Recommendation**

City Administration recommends that the Council award the Proposal to Burdick Cooling Water System-Engineering Services to JEO Consulting Group, Inc., of Grand Island, Nebraska as the best evaluated proposal, with the bid price of not to exceed \$128,000.00.

## **Sample Motion**

Move to approve the proposal from JEO Consulting Group, Inc., of Grand Island, Nebraska, for the Burdick Cooling Water System Engineering Services for a price not to exceed \$128,000.00.



Stacy Nonhof, Purchasing Agent

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**REQUEST FOR PROPOSAL  
FOR  
BURDICK COOLING WATER SYSTEM ENGINEERING SERVICES**

**RFP DUE DATE:** October 2, 2018 @ 4:00 PM

**DEPARTMENT:** Utilities

**PUBLICATION DATE:** September 18, 2018

**NO. POTENTIAL BIDDERS:** 5

**SUMMARY OF PROPOSALS RECEIVED**

**Kiewit Engineering & Design Co.**  
Lenexa, KS

**Zachry Engineering Corp.**  
Omaha, NE

**Black & Veatch Corp.**  
Overland Park, KS

**JEO Consulting Group, Inc.**  
Omaha, NE

cc: Tim Luchsinger, Utilities Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent

Pat Gericke, Utilities Admin. Assistant  
Patrick Brown, Finance Director  
Lynn Mayhew, Assistant Utilities Director

**P2066**

RESOLUTION 2018-308

WHEREAS, the City of Grand Island invited proposals for Engineering Services for Burdick Cooling Water System, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on October 2, 2018, proposals were received, opened and reviewed; and

WHEREAS, JEO Consulting Group, Inc., of Grand Island, Nebraska, submitted a proposal in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such proposal being in the amount not to exceed \$128,000.00; and

WHEREAS, the proposal of JEO Consulting Group, Inc., is than the estimate for Engineering Services for the Burdick Cooling Water System.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal JEO Consulting Group, Inc., in an amount not to exceed \$128,000.00, for Engineering Services for Burdick Cooling Water System, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

_____  
Jeremy L. Jensen, Mayor

Attest:

_____  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2018	☐ City Attorney



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item G-11

### **#2018-309 - Approving Bid Award - Continuous Emissions Mercury Monitoring at Platte Generating Station**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting Date:** October 23, 2018

**Subject:** Continuous Emissions Mercury Monitor

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

## **Background**

As part of environmental regulatory requirements, the Platte Generating Station currently monitors its chimney emissions for constituents such as Mercury. The plant is mandated by the federal Mercury and Air Toxics Standards (MATS). Refinements of the monitor technology and the details of the final regulations require power plants to have finalized their MATS compliance strategies. This monitor will allow real-time feedback allowing to correct spikes in emission levels and correct any issues before noncompliance occurs.

The current mercury monitoring method of absorbent traps and off-site analysis requires injecting carbon at conservative (high) rates to ensure mercury control for worst case conditions of mercury content in the coal. The real-time monitor would allow a more economical level of certainty for the powder activated carbon injection rates based on actual mercury emission levels.

## **Discussion**

Specifications for the Continuous Emissions Mercury Monitor were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on October 9, 2018. The engineer's estimate for this project was \$300,000.00.

Bidder	Bid Price
Ohio Lumex Company, Solon, Ohio	\$166,900.00

The bid was reviewed by plant engineering staff. It is compliant with specifications and less than the engineer's estimate.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that Council award the Contract for the Continuous Emissions Mercury Monitor to Ohio Lumex Company of Solon, Ohio, as the low responsive bidder, with the bid in the amount of \$166,900.00.

## **Sample Motion**

Move to approve the bid in the amount of \$166,900.00 from Ohio Lumex Company for the Continuous Emissions Mercury Monitor.



Stacy Nonhof, Purchasing Agent

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**BID OPENING**

**BID OPENING DATE:** October 9, 2018 at 2:00 p.m.  
**FOR:** Continuous Emissions Mercury Monitor  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$300,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** September 19, 2018  
**NO. POTENTIAL BIDDERS:** 1

**SUMMARY**

**Bidder:** Ohio Lumex Company  
Solon, OH  
**Bid Security:** Certified Check  
**Exceptions:** Noted  
  
**Bid Price:**  
**Material:** \$147,000.00  
**Labor:** \$ 19,900.00  
**Sales Tax:** \$ 0.00  
**Total Bid:** \$166,900.00

cc: Tim Luchsinger, Utilities Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent  
Karen Nagel, Utility Secretary

Pat Gericke, Utilities Admin. Assist.  
Patrick Brown, Finance Director  
Scott Sekutera, Reg. & Environ. Mgr

**P2073**



RESOLUTION 2018-309

WHEREAS, the City of Grand Island invited sealed bids for Continuous Emissions Mercury Monitoring, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on October 9, 2018, bids were received, opened and reviewed; and

WHEREAS, Ohio Lumex Company of Solon, Ohio, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$166,900.00; and

WHEREAS, the bid of Ohio Lumex Company is less than the estimate for Continuous Emissions Mercury Monitoring.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Ohio Lumex Company, in the amount of \$166,900.00 for Continuous Emissions Mercury Monitoring, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

_____  
Jeremy L. Jensen, Mayor

Attest:

_____  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2018	☐ City Attorney



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item G-12

**#2018-310 - Approving Bid Award - Fuel Oil Pipe and Tank Cleaning**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting Date:** October 23, 2018

**Subject:** Fuel Oil Pipe and Tank Cleaning at Burdick Generating Station

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

## **Background**

The City is preparing to scrap existing #6 Fuel Oil tanks and piping once used for back-up fuel for power generation. The remaining 50,000 gallons of fuel in the #5 tank is to be removed and the piping from the tank yard to the boilers is to be cleaned.

## **Discussion**

The specifications for the Fuel Oil Pipe and Tank Cleaning were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on October 9, 2018, and responses were received as listed below. The engineer's estimate for this project was \$175,000.00.

Bidder	Bid Price
J & L Pipeline Services, Inc. Tipton, Iowa	\$177,551.36*

*The taxes were not calculated correctly, and this amount reflects the corrected calculated taxes.

The bid amount is within 5% of the Engineers estimate, and the only bid submitted.

The bid was reviewed by plant engineering staff for conformance with the specifications, the following was noted:

There will be no charges for transport and disposal of #6 fuel oil. The contractor that J & L Pipeline Services, Inc., received a quote from will not be charging for the transport and disposal in lieu of retainage of product.

## **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**

The Utilities Department recommends that the Council award the Contract for the Fuel Oil Pipe and Tank Cleaning to J & L Pipeline Services, Inc., of Tipton, Iowa, as the only compliant bidder, with the bid in the amount of \$ 177,551.36.

## **Sample Motion**

Move to approve the bid in the amount of \$177,551.36 from J & L Pipeline Services, Inc., for Fuel Oil Pipe and Tank Cleaning at the Burdick Generating Station.



Stacy Nonhof, Purchasing Agent

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**BID OPENING**

**BID OPENING DATE:** October 9, 2018 at 2:150 p.m.  
**FOR:** Fuel Oil Pipe and Tank Cleaning  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$175,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** September 22, 2018  
**NO. POTENTIAL BIDDERS:** 2

**SUMMARY**

**Bidder:** J & L Pipeline Services, Inc  
Tipton, IA  
**Bid Security:** Cashier's Check  
**Exceptions:** Noted  
  
**Bid Price:**  
**Material:** \$ 17,353.81  
**Labor:** \$158,982.56  
**Sales Tax:** \$ 11,128.78  
**Total:** \$187,465.15

cc: Tim Luchsinger, Utilities Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent  
Cindy Martin, Utilities Secretary

Pat Gericke, Utilities Admin. Assist.  
Patrick Brown, Finance Director  
Lynn Mayhew, Assist. Utilities Director

**P2075**

RESOLUTION 2018-310

WHEREAS, the City of Grand Island invited sealed bids for Fuel Oil Pipe and Tank Cleaning, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on October 9, 2018, bids were received, opened and reviewed; and

WHEREAS, J & L Pipeline Services, Inc., of Tipton, Iowa, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$177,551.36; and

WHEREAS, the bid of J & L Pipeline Services, Inc., within 5% of the Engineer's Estimate, and the sole vendor that submitted a bid for the Fuel Oil Pipe and Tank Cleaning.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of J & L Pipeline Services, Inc., in the amount of \$177,551.36 for Fuel Oil Pipe and Tank Cleaning, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

_____  
Jeremy L. Jensen, Mayor

Attest:

_____  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2018	☐ City Attorney



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item G-13

**#2018-311 - Approving Interlocal Cooperation Agreement for a Joint Aerial Photo Project between Hall County and the City of Grand Island**

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** October 23, 2018

**Subject:** Approving Interlocal Agreement for a Joint Aerial Photo Project between Hall County and the City of Grand Island

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

## **Background**

The City of Grand Island and Hall County have an established Geographic Information System (GIS), which is the computers, software, and data to allow government entities, businesses, and the public to view property records and descriptions in addition to information regarding utilities, public works, planning, schools, and government representation.

Aerial photography is an integral part of the GIS system. The City has a collection of aerial photography dating back to 1938. These are used by the City and County political subdivisions to assist in planning, information gathering, and data analysis. This collection of satellite and aerial imagery provides orthogonal (straight down) views of land and infrastructure features. City departments using this information on a daily basis include Utilities, Public Works, Emergency Services, Building, and Regional Planning.

In March 2011, the City and Hall County entered into an agreement to share the cost of an aerial photography flight in 2011. That agreement was amended in 2013 to allow for two additional flights in 2013 and 2016. In addition to the straight down, orthogonal imagery, the aerial photos from these flights also included imagery taken at an oblique angle (approximately 40 degrees), allowing views from all four directions providing a three-dimensional appearance to buildings, properties, assets, and other identifiable areas. Pictometry International Corporation is the firm that specializes in this unique capture technology. Their product and detailed images provide tools that enable users to see, measure, analyze, and plan from the convenience of their computer desktop or mobile device.

## **Discussion**

The Interlocal Photography Agreement from 2011 was amended in 2013 and expires on June 30, 2019. The City and County would like to implement a new agreement and schedule additional aerial flights in 2019 and 2022. In addition to updating the photography to reflect current



conditions, advances in resolution provide greater detail and accuracy to better align with other GIS data. In addition, the Utilities Department has requested that additional areas be photographed to include portions of Merrick County within their Service Area. Under the proposed agreement, Pictometry will deliver three-inch resolution photography for the City of Grand Island, villages, and urbanized areas of Hall County. The balance of Hall County will be delivered at nine-inch resolution. Within the Grand Island City Limits a higher accuracy orthogonal mosaic will also be delivered. The three-inch and nine-inch resolution refers to the diameter of the area represented by each pixel in the photography.

The aerial photography flights are normally planned for March or April, when there is minimal snow cover, but prior to the trees leafing out. All departments of both Grand Island and Hall County will have access and license to use the photography and provide it to the general public via the GIS website.

The City and County propose to equally share the expense of the aerial flight project which totals \$118,974.00 per flight for a total of \$237,948.00 for two flights over the six-year term. Scheduling two flights allows the City and County to take advantage of multi-flight discount incentives, saving \$46,674.00 over the six-year term. In addition to equally sharing the project cost, the City will pay 100% of the cost of the aerial imagery that is within the Grand Island Utilities Service Area portion of Merrick County as well as 100% of the cost of upgrading to a higher accuracy product within the Grand Island City Limits. This additional cost is \$12,548.00 per flight for an additional total of \$25,096.00 over the six-year term, bringing the City's share of the total project cost to \$144,070.02.

The cost shares, by department, on an annual basis are as follows:

	<b>FY2019</b>	<b>FY2020</b>	<b>FY2021</b>	<b>FY2022</b>	<b>FY2023</b>	<b>FY2024</b>
County Assessor	\$9,914.50	\$9,914.50	\$9,914.50	\$9,914.50	\$9,914.50	\$9,914.50
County GIS Dept	\$6,609.67	\$6,609.67	\$6,609.67	\$6,609.67	\$6,609.67	\$6,609.67
County Roads Dept	\$3,304.83	\$3,304.83	\$3,304.83	\$3,304.83	\$3,304.83	\$3,304.83
County Total	\$19,829.00	\$19,829.00	\$19,829.00	\$19,829.00	\$19,829.00	\$19,829.00
City Utilities Dept	\$9,339.17	\$9,339.17	\$9,339.17	\$9,339.17	\$9,339.17	\$9,339.17
City Public Works Dept	\$8,672.50	\$8,672.50	\$8,672.50	\$8,672.50	\$8,672.50	\$8,672.50
E911	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
City Fire Dept	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
City Total	\$24,011.67	\$24,011.67	\$24,011.67	\$24,011.67	\$24,011.67	\$24,011.67

## **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 Interlocal Cooperation Agreement for a Joint Aerial Photography Project between the City of Grand Island and Hall County, Nebraska.

## **Sample Motion**

Move to approve the Interlocal Cooperation Agreement for a Joint Aerial Photography Project between the City of Grand Island and Hall County, Nebraska.

COUNTY OF HALL, NEBRASKA AND  
CITY OF GRAND ISLAND, NEBRASKA  
INTERLOCAL COOPERATION AGREEMENT FOR A  
JOINT AERIAL PHOTO PROJECT

WHEREAS, it is in the best interests of the County of Hall, Nebraska (hereafter called the County) to continue to participate in a joint aerial photo project (hereafter called the Project) with the City of Grand Island, Nebraska (hereafter called the City); and

WHEREAS, it is in the in the best interests of the City to continue to participate in the project with the County; and

WHEREAS, the County and the City entered in an interlocal cooperation agreement for a joint aerial photo project in 2011, that was amended in 2013, and will expire on June 30, 2019.

WHEREAS, the County and the City wish to enter into an agreement for the Project pursuant to the Interlocal Cooperation Act, NEB. REV. STAT. § 13-801 *et seq.*; and

WHEREAS, the Board of Supervisors of the County has reviewed and approved this agreement and has authorized the Chairman of the Board of the County to sign this agreement; and

WHEREAS, the City Council of the City has reviewed and approved this agreement and has authorized the Mayor of the City to sign this agreement.

NOW, THEREFORE, it is hereby mutually agreed by and between the County and the City as follows:

**1. DURATION.** The term of the agreement shall commence upon the signing by both parties, and shall remain in force through June 30, 2025.

**2. SEPARATE LEGAL OR ADMINISTRATIVE ENTITY.** There shall be no separate legal or administrative entity created by this agreement.

A joint planning committee shall be formed consisting of members selected by the County and the City's joint G.I.S. Committee. The joint planning committee shall be responsible for guiding the Project and deciding whether to accept the finished products of the Project contractor, Pictometry International Corp. The project manager will be the County Assessor, who will be the point of contact for the County, the City, and Pictometry International Corp. regarding the Project. The joint planning committee will provide staff resources necessary to review, distribute and install the aerial photo products.

**3. PURPOSE.** The purpose of this agreement is to provide aerial products to the County and the City at a cost less than that which would be the case if the parties separately contracted for the same products. These aerial photo products will be procured pursuant to a contract entered into between the County and Pictometry International Corp. Pictometry International Corp. shall provide digital orthophotos and other digital photographic products as specified in its contract with the County for the mapping areas within the geographic boundaries of both the County and the City.

**4. MANNER OF FINANCING AND MAINTAINING A BUDGET.** The County and the City shall each adopt and maintain appropriations as required by law to fund its obligations under this agreement, and a separate budget shall not be required of either party.

The joint planning committee shall review payment decisions before any payment is made to Pictometry International Corp. Payment may be withheld if, in the opinion of the joint planning committee, Pictometry International Corp. has not properly performed or documented the services for which the billing has been made, or if said services are not within the contracted scope of services

The County shall make payment in response to the billings of Pictometry International Corp. An account of Project billings and payments shall be made available to the City upon request. The County agrees to bill the City each calendar year of this agreement, and the City agrees to pay the same.

Over the six (6) year term of this agreement, the County shall contract for two (2) aerial flights with Pictometry International Corp. The first flight shall commence in 2019; the second flight in 2022. The County and the City shall each pay 50% of the initial contract price of \$118,974.00 per flight, for a grand total of \$237,948.00 over the six (6) year term. In the event that the funding is committed to the Project from entities not party to this agreement, the shares of the County and the City shall each be reduced by 50% of the amount of funding received from the non-party entity.

In addition to its 50% of the initial contract price, the City agrees to pay 100% of the cost, based on unit pricing, for any additional photography in the Merrick County portion within the Grand Island Utility Service Area Boundary and 100% of an additional cost to upgrade to a higher resolution and higher accuracy imagery product within the city limits. This additional cost is \$12,548.00 per flight, for a grand total of \$25,096.00 over the six (6) year term.

The County and the City each agree to commit funding for the Project for each calendar year as follows:

	2019	2020	2021	2022	2023	2024
County Assessor	\$9,914.50	\$9,914.50	\$9,914.50	\$9,914.50	\$9,914.50	\$9,914.50
County G.I.S Dept.	\$6,609.67	\$6,609.67	\$6,609.67	\$6,609.67	\$6,609.67	\$6,609.67
County Roads Dept.	\$3,304.83	\$3,304.83	\$3,304.83	\$3,304.83	\$3,304.83	\$3,304.83
City Utilities Dept.	\$9,339.17	\$9,339.17	\$9,339.17	\$9,339.17	\$9,339.17	\$9,339.17
City Public Works Dept.	\$8,672.50	\$8,672.50	\$8,672.50	\$8,672.50	\$8,672.50	\$8,672.50
E911	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
City Fire Dept.	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00

**5. TERMINATION.** This agreement shall remain in effect and be in force as provided in Paragraph 1 above. Termination prior to that time shall require the written mutual consent of both the County and the City.

**6. MANNER OF DISPOSING OF PROPERTY.** After completion of the Project by Pictometry International Corp., the County and the City shall each receive a copy of the digital mapping products which may be used for whatever lawful purpose they desire.

**7. NON-DISCRIMINATION.** The County and the City shall not, in the performance of this agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinions, affiliations or national origin.

**8. APPLICABLE LAW.** The County and the City shall conform to all existing and applicable local ordinances, resolutions, state and local laws, federal laws and existing and applicable rules and regulations. Nebraska law will govern the terms and performance of this agreement.

**9. STRICT COMPLIANCE.** All provisions of this agreement shall be strictly complied with as written, and no substitution or change shall be made except upon further written agreement of the County and the City.

**10. MERGER.** This agreement shall not be merged into any other oral or written contract, lease or deed of any type.

**11. MODIFICATION.** This agreement contains the entire agreement of the parties. No representations, oral or written were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee or other representative of either party is empowered to alter any terms hereof unless done in writing and signed by authorized officers of both parties.

Dated: _____, 2018

County of Hall, Nebraska

By: _____  
Jane Richardson  
Chair of the Board of Supervisors

ATTEST:

_____  
Marla J. Conley  
County Clerk

Dated: _____, 2018

City of Grand Island, Nebraska

By: _____  
Jeremy L. Jensen  
Mayor

ATTEST:

_____  
RaNae Edwards  
City Clerk

RESOLUTION 2018-311

WHEREAS, the City of Grand Island, Nebraska (the City) has a history of working with multiple local governments and state agencies to provide quality aerial photography of Grand Island and the surrounding area; and

WHEREAS, in 2011 the City and Hall County entered into an Interlocal Agreement for a joint aerial photography project and sharing the expenses of that project; and

WHEREAS, the City and Hall County amended that agreement for two additional aerial photography flights in 2013 and 2016 and shared the expenses of those flights; and

WHEREAS, the City and Hall County wish to continue this cooperative effort and implement a new Interlocal Agreement for two additional flights in 2019 and 2022 and share the expenses of those flights; and

WHEREAS, this project involves cooperation between the City and Hall County, Nebraska and will result in information sharing and cost savings to both entities; and

WHEREAS, the City's cost share of the project will be \$72,035.01 for a 2019 aerial photography flight payable over the succeeding three years and \$72,035.01 for a 2022 aerial photography flight payable over the succeeding three years; and

WHEREAS, the City of Grand Island and Hall County, Nebraska have indicated an interest in working together to provide high resolution oblique and orthogonal aerial photography for their respective jurisdictions.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Cooperation Agreement for a Joint Aerial Photography Project between the City of Grand Island and Hall County, Nebraska is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

_____  
Jeremy L. Jensen, Mayor

Attest:

_____  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2018	☐ City Attorney



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item G-14

**#2018-312 - Approving Acquisition of Sanitary Sewer Easement in Concept Subdivision (1723 E 4th Street- Ummel) and Ummelville Second Subdivision (1919 E 4th Street- Ummel)**

*This item relates to the aforementioned Public Hearing item E-8.*

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

RESOLUTION 2018-312

WHEREAS, a sanitary sewer easement is being dedicated by the property owner of 1723 E 4th Street and 1919 E 4th Street to the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

THE SOUTH 20.00 FEET, MEASURED AT RIGHT ANGLES, OF LOT 1 CONCEPT SUBDIVISION IN THE CITY OF GRAND ISLAND, NEBRASKA AND THE SOUTH 20.00 FEET, MEASURED AT RIGHT ANGLES, LYING WEST OF THE EXISTING 43 FOOT WIDE SEWER EASEMENT, OF LOT 3 UMMELVILLE SECOND SUBDIVISION IN THE CITY OF GRAND ISLAND, NEBRASKA.

WHEREAS, an agreement for the sanitary sewer easement has been reviewed and approved by the City Legal Department; and

WHEREAS, there is no cost involved in the acquisition of such easement.

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 enter into the Agreement for the sanitary sewer easement on the above described tracts of land.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

_____  
Jeremy L. Jensen, Mayor

Attest:

_____  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2018	☐ City Attorney





DWG. J:\ENGINEERING\EXHIBITS\EXHIB UMMELVILLE SANITARY SEWER EASEMENT\EXHIB UMMELVILLE SANITARY SEWER EASEMENT.DWG 10/16/2018 9:59:39 AM

**SANITARY SEWER EASEMENT**

UMMELVILLE SECOND SUBDIVISION & CONCEPT SUBDIVISION  
 GRAND ISLAND, NEBRASKA

EXHIBIT

A



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item G-15

**#2018-313 - Approving Amendment No. 1 to Engineering Consulting Services Related to Lift Station No. 20 Upgrade and Force Main Rehabilitation & Abandonment of Lift Station No. 14; Project No. 2017-S-1**

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

# **Council Agenda Memo**

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

**Meeting:** October 23, 2018

**Subject:** Approving Amendment No. 1 to Engineering Consulting Services Related to Lift Station No. 20 Upgrade and Force Main Rehabilitation & Abandonment of Lift Station No. 14; Project No. 2017-S-1

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

## **Background**

Lift Station No. 20 has been completely abandoned and replaced by Lift Station No. 28, which is now fully operationally. The City was also able to cost effectively eliminate Lift Station No. 14 and abandon the force main.

On July 12, 2016, via Resolution No. 2016-164, City Council approved an agreement with Olsson Associates of Grand Island, Nebraska in the amount of \$299,864.00 for engineering design services related to Lift Station No. 20 Upgrade and Force Main Rehabilitation & Abandonment of Lift Station No. 14; Project No. 2017-S-1.

## **Discussion**

The original agreement with Olsson Associates requires an amendment to cover additional construction administration, construction observation, and contract close-out services associated with the project. Such additional work is due to planned completion date of March 15, 2018 not being met. This amendment will be in the amount of \$13,000.00 for a revised agreement of \$312,864.00. Liquidated damages yet to be determined will be applied against the contractor, which will help offset the cost of this amendment.

## **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. 1 to the original agreement with Olsson Associates of Grand Island, Nebraska, in the amount of \$13,000.00.

## **Sample Motion**

Move to approve the resolution.

## LETTER AGREEMENT AMENDMENT #1

Date: October 4, 2018

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated June 28, 2016 between City of Grand Island, NE ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

### PROJECT DESCRIPTION AND LOCATION

Project is located at: Grand Island, NE

Project Description: Grand Island Lift Station No. 20 and Force Main Improvements

### SECTION I - SCOPE OF SERVICES

Olsson agrees to perform additional construction administration, construction observation, and contract close-out services associated with the project as provided in the original contract dated June 28, 2017. **Due to contractor's progress, the construction completion schedule has extended past Olsson's original planned completion date of March 2018.**

#### A. Additional Construction Administration including project close-out

Olsson shall perform the following construction administration services

- 1) Day to day coordination and correspondence with parties of interest.
- 2) Answer contractor's questions and interpret construction documents. Questions and interpretations will be answered with a written Request for Information (RFI) or similar process.
- 3) Organize and attend the final inspection of the project with the Client's personnel and regulatory agencies and provide written comments to the Client
- 4) Review the Contractor's record drawings for completeness and legibility. Olsson shall identify additional information that may be required to complete the project record drawings and request the information from the Contractor.
- 5) Using the Contractor's and Olsson's Resident Project Representative's record drawings, Olsson shall revise the construction documents to reflect the construction records for the project. Olsson shall also prepare a summary of the materials testing that was completed on the project. Olsson shall provide the Client with two (2) sets of record drawings, testing package, and a CD with .pdfs of the record drawings and testing package

#### B. Additional 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.

A-1



Olsson shall also perform the materials testing for the project. The testing that is anticipated is soil compaction testing and concrete testing.

## **SECTION II - COMPENSATION**

For services covered by this Contract Amendment No. 1, 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.
- B. Olsson's Scope of Services will be provided on an estimated time and expense basis not to exceed **\$13,000.00**.

## **SCHEDULE FOR OLSSON'S SERVICES**

- A. Olsson expects to begin the work covered under this amendment upon approval. 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.

Executed this _____ day of _____ 2018.

### **OLSSON ASSOCIATES**

By   
Dave Ziska, PE

By   
Joe Baxter, PE

### **CITY OF GRAND ISLAND, NEBRASKA "CLIENT"**

Attest:

By _____

By _____

Title _____

Title _____

A-2

201 East 2nd Street  
Grand Island, NE 68801

TEL 308.384.8750  
FAX 308.384.8752

[www.olssonassociates.com](http://www.olssonassociates.com)

RESOLUTION 2018-313

WHEREAS, on July 12, 2016, via Resolution No. 2016-164 the Grand Island City Council approved entering into an agreement with Olsson Associates of Grand Island, Nebraska in the amount of \$299,864.00 for engineering design services relates to Lift Station No. 20 Upgrade and Force Main Rehabilitation & Abandonment of Lift Station No. 14; Project No. 2017-S-1; and

WHEREAS, the original agreement is now being amended to allow additional construction administration, construction observation, and contract close-out services associated with the project; and

WHEREAS, such amendment is in the amount of \$13,000.00, for a revised agreement amount of \$312,864.00; and

WHEREAS, Amendment No. 1 to the original agreement with Olsson Associates of Grand Island, 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. 1 with Olsson Associates of Grand Island, Nebraska for engineering consulting services related to Lift Station No. 20 Upgrade and Force Main Rehabilitation & Abandonment of Lift Station No. 14; Project No. 2017-S-1 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, October 23, 2018.

_____  
Jeremy L. Jensen, Mayor

Attest:

_____  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2018	☐ City Attorney



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item G-16

**#2018-314 - Approving Authorization for Emergency Sanitary  
Sewer Repair on the North Interceptor- Seedling Mile Road Area  
Change Order No. 1**

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



# **Council Agenda Memo**

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

**Meeting:** October 23, 2018

**Subject:** Approving Authorization for Emergency Sanitary Sewer Repair on the North Interceptor- Seedling Mile Road Area Change Order No. 1

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

## **Background**

Emergency sanitary sewer repairs are needed for the North Interceptor in the Seedling Mile Road area.

On May 16, 2018, a seriously buckled section of sanitary sewer pipe was discovered in the North Interceptor. The pipe section in question (at least 200 feet) is raised between 30 and 48 inches from its normal grade line. This section is a 54-inch sanitary sewage line that handles approximately 40% of the household and commercial wastewater in the City. Exactly what may have caused this failure is under investigation. While the problem is not currently preventing flow, it is definitely a very serious problem that the City will have to take care of on an emergency basis.

On June 26, 2018, via Resolution No. 2018-191, City Council approved necessary repairs be completed by Myers Construction, Inc. of Broken Bow, Nebraska in the amount of \$438,456.00.

## **Discussion**

To adjust line item quantities and additional concrete for the encasement a change order is necessary on the emergency Sanitary Sewer Repair on the North Interceptor- Seedling Mile Road Area. Such change order is detailed below.

<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
2	Remove Existing 54" Pipe	+ 28.00	LF	\$ 150.00	\$ 4,200.00
3	54" Gravity Sewer Line, DR 41	+ 28.00	LF	\$ 350.00	\$ 9,800.00
5	Concrete Encasement	- 98.00	LF	\$ 130.00	\$ (12,740.00)
11	Remove and Replace Concrete Flow Liner	+ 175.30	SY	\$ 152.00	\$ 26,645.60
CO1-1	Additional Concrete for Concrete Encasement	+ 1.00	LS	\$ 5,996.00	\$ 5,996.00
<b>Change Order No. 1 Total =</b>					<b>\$ 33,901.60</b>

## **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 with Myers Construction, Inc. of Broken Bow, Nebraska for Emergency Sanitary Sewer Repair on the North Interceptor in the Seedling Mile Road area, in the amount of \$33,901.60.

## **Sample Motion**

Move to approve the resolution.



### CHANGE ORDER NO. 1

**PROJECT:** Emergency Sanitary Sewer Repair on the North Interceptor- Seedling Mile Road Area

**CONTRACTOR:** Myers Construction, Inc.

**AMOUNT OF CONTRACT:** \$438,456.00

**CONTRACT DATE:** July 6, 2018

Adjust line item quantities and additional concrete for encasement.

<i>Item No.</i>	<i>Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total Price</i>
2	Remove Existing 54" Pipe	+ 28.00	LF	\$ 150.00	\$ 4,200.00
3	54" Gravity Sewer Line, DR 41	+ 28.00	LF	\$ 350.00	\$ 9,800.00
5	Concrete Encasement	- 98.00	LF	\$ 130.00	\$ (12,740.00)
11	Remove and Replace Concrete Flow Liner	+ 175.30	SY	\$ 152.00	\$ 26,645.60
CO1-1	Additional Concrete for Concrete Encasement	+ 1.00	LS	\$ 5,996.00	\$ 5,996.00
<b>Change Order No. 1 Total =</b>					<b>\$ 33,901.60</b>

Contract Price Prior to this Change Order..... \$ 438,456.00

Net Increase Resulting from this Change Order..... \$ 33,901.60

Revised Contract Price Including this Change Order..... \$ 472,357.60

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**The Above Change Order Accepted:**

Myers Construction, Inc.

By _____ Date _____

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**Approval Recommended:**

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

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**Approved for the City of Grand Island, Nebraska**

By _____ Date _____  
Mayor

Attest _____  
City Clerk

RESOLUTION 2018-314

WHEREAS, emergency sanitary sewer repairs are needed for the North Interceptor in the Seedling Mile Road area; and

WHEREAS, on May 16, 2018, a seriously buckled section of sanitary sewer pipe was discovered in the North Interceptor; and

WHEREAS, while the damaged section of pipe is continuing to serve its purpose, there is a very high risk that further failure of the damaged section or an above average storm event could result in a failure of the system to continue to function; and

WHEREAS, should a failure occur there would be a very severe impact on residents, commercial facilities and some manufacturing facilities within the City; and

WHEREAS, initiation of a repair is imperative to prevent that potential failure; and

WHEREAS, Myers Construction, Inc. of Broken Bow, Nebraska provided the lowest quote to complete the necessary repair in the amount of \$438,456.00, as well as the timeliest response to complete such; and

WHEREAS, it is necessary to adjust line item quantities, which have been addressed in Change Order No. 1 for the amount of \$33,901.60, resulting in a revised contract amount of \$472,357.60.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order No. 1 in the amount of \$33,901.60 for the Emergency Sanitary Sewer Repair on the North Interceptor in the Seedling Mile Road area is hereby approved with Myers Construction, Inc. of Broken Bow, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

_____  
Jeremy L. Jensen, Mayor

Attest:

_____  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2018	☐ City Attorney



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item G-17

**#2018-315 - Approving Amendment No. 1 to Engineering Consulting Services Related to Emergency Sanitary Sewer Repair on the North Interceptor- Seedling Mile Road Area**

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

# **Council Agenda Memo**

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

**Meeting:** October 23, 2018

**Subject:** Approving Amendment No. 1 to Engineering Consulting Services Related to Emergency Sanitary Sewer Repair on the North Interceptor- Seedling Mile Road Area

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

## **Background**

Emergency sanitary sewer repairs are needed for the North Interceptor in the Seedling Mile Road area.

On May 16, 2018, a seriously buckled section of sanitary sewer pipe was discovered in the North Interceptor. The pipe section in question (at least 200 feet) is raised between 30 and 48 inches from its normal grade line. This section is a 54-inch sanitary sewage line that handles approximately 40% of the household and commercial wastewater in the City. Exactly what may have caused this failure is under investigation. While the problem is not currently preventing flow, it is definitely a very serious problem that the City will have to take care of on an emergency basis.

Due to the emergency situation a purchase order was also approved (based on City Code Section 27-13- Emergency Procurements) for engineering consulting services to Olsson Associates, in the amount of \$40,200.00. Such services address geotechnical investigation, design and bidding, construction administration and observation.

On June 26, 2018, via Resolution No. 2018-191, City Council approved necessary repairs be completed by Myers Construction, Inc. of Broken Bow, Nebraska in the amount of \$438,456.00.

## **Discussion**

The original agreement with Olsson Associates didn't account for acquiring samples of the material above and below the sanitary sewer main. Additional samples were gathered to determine soil type and potentially identify causes of the pipe buckle. This amendment will be in the amount of \$2,050.00 for a revised agreement of \$42,250.00.

## **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. 1 to the original agreement with Olsson Associates of Grand Island, Nebraska, in the amount of \$2,050.00.

## **Sample Motion**

Move to approve the resolution.



## LETTER AGREEMENT FOR PROFESSIONAL SERVICES

May 23, 2018

City of Grand Island  
Attn: Keith Kurz  
100 East First Street  
Grand Island, NE 68802

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**  
North Interceptor Sewer Repair (the "Project")  
Grand Island, NE

Dear Mr. Kurz:

It is our understanding that the City of Grand Island, NE ("Client") requests Olsson Associates, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.



## **SCHEDULE FOR OLSSON'S SERVICES**

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: May 29, 2018  
Anticipated Completion Date: August 15, 2018

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

## **COMPENSATION**

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 this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$40,200.

## **TERMS AND CONDITIONS OF SERVICE**

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Keith Kurz.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original 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.

**OLSSON ASSOCIATES, INC.**

By   
Jeff Palik

By   
Joe Baxter

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

**CITY OF GRAND ISLAND, NE**

By _____  
Signature

Print Name _____

Title _____

Dated _____

Attachments

General Provisions

Scope of Services

Resident Project Representative Duties

## GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated May 23, 2018 between North Interceptor Sewer Repair, Grand Island, Nebraska ("Client") and Olsson Associates, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

### **SECTION 1—OLSSON'S SCOPE OF SERVICES**

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

### **SECTION 2—ADDITIONAL SERVICES**

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

### **SECTION 3—CLIENT'S RESPONSIBILITIES**

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or

utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the

fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

#### **SECTION 4—MEANING OF TERMS**

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any

laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract

documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

## **SECTION 5—TERMINATION**

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

## **SECTION 6—DISPUTE RESOLUTION**

### **6.1. Mediation**

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

### **6.2 Arbitration or Litigation**

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of

the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 The prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute.

### **6.3 Certification of Merit**

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice.

## **SECTION 7—MISCELLANEOUS**

### **7.1 Reuse of Documents**

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in

connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

### **7.2 Electronic Files**

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

### **7.3 Opinion of Probable Cost**

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the

contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

#### **7.4 Prevailing Wages**

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

#### **7.5 Samples**

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

#### **7.6 Standard of Care**

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

#### **7.7 Force Majeure**

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the

period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

#### **7.8 Equal Employment Opportunity**

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

#### **7.9 Confidentiality**

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 The existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or



7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.6 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.7 The obligations of confidentiality set forth herein shall survive termination of this Agreement, but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

#### **7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination**

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance

provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity,

holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

#### **7.11 Controlling Law and Venue**

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

#### **7.12 Subconsultants**

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

#### **7.13 Assignment**

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.12.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

#### **7.14 Indemnity**

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

#### **7.15 Limitation on Damages**

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

#### **7.16 Entire Agreement**

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson.

## SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated May 23, 2018 between City of Grand Island ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

### PROJECT DESCRIPTION AND LOCATION

Project will be located at: Grand Island, NE

Project Description: North Interceptor Sewer Repair

### SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

#### PHASE 100: Geotechnical Investigation – Phase 1

**Task 101: Phase 1 Investigation** – Olsson will perform limited field investigation to gauge current surface water level in the detention pond compared to the ground water at the nearby monitoring well. Calculations will be completed to determine if the existing soils were at a Factor of Safety of less than 1.0 for the existing soil, groundwater, and pipe conditions. A memo of the findings will be prepared and submitted.

#### PHASE 105: Geotechnical Investigation – Phase 2

**Task 101: Phase 2 Investigation** –

##### Field Exploration

- a. We propose to use a truck-mounted drill rig to complete the following soil test borings for the geotechnical exploration:
  - Three (3) soil test borings to a depth of 30 feet each at location mutually agreeable to Client and Olsson;
  - Two (2) temporary groundwater monitoring piezometers to a depth of 30 feet each at location mutually agreeable to Client and Olsson. The soil borings will be advanced to the depths proposed, or to refusal, whichever is shallower. This proposal is based on a total drilling footage of 90 linear feet and the installation of 2 piezometers.
- b. Soils will be sampled in general accordance with ASTM D1586 and ASTM D1587.
- c. We will obtain groundwater levels in the test borings at the time of drilling and upon completion of the drilling operations.
- d. After obtaining groundwater level readings, we will backfill the borings with soil cuttings and patch pavements as necessary.

##### Laboratory Services

As soil conditions dictate, laboratory testing may include visual soil classification (ASTM D2488), unconfined compression tests (ASTM D2166), thin-walled tube density tests (ASTM D7263), moisture content tests (ASTM D2216), and Atterberg limit tests (ASTM D4318).

### **Engineering Analysis and Report Preparation**

Olsson will perform the following analyses and prepare a report discussing the following:

- a. A summary of our findings including soil test boring logs and laboratory test results.
- b. Investigation and discussion of potential causes for the movement of the existing sanitary sewer pipe.
- c. Recommendations for repair of heaved sewer pipe and considerations for construction of future piping.

### **PHASE 200: Design and Bidding**

**Task 201: Design** – Olsson will design a repair plan for the interceptor sewer repair include details, construction notes, and a traffic control plan for Seedling Mile Road. The dewatering outlet discharge location will also be identified.

**Task 202: Bidding** – Olsson will solicit cost proposals from contractors for the performance of the pipe repair. Contractor questions will be addressed during the bidding period. Bids will be received totalized and a recommendation sent to the City.

### **PHASE 250: Construction Administration and Observation**

**Task 251: Construction Administration** – Olsson will coordinate with the contractor and Client during construction of the sewer repair. Olsson shall review the Contractor's payment applications (assuming two) for general conformance with the progress of the work and mathematical accuracy. Olsson shall review and prepare construction change order request (assuming one) and present to the Client

**Task 252: Construction Observation** - Duties and responsibilities of the 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. A total of eight weeks of part time observation at 20 hours per week is anticipated (estimated total of 160 hours).

**Task 253: Construction Materials Testing** – Olsson shall perform the materials testing for the project. The testing that is anticipated is soil compaction. Any testing on the dewatering water shall be the responsibility of the Contractor.

**Task 254: Construction Staking** – Olsson shall be responsible for the construction staking required to complete the work for the sanitary sewer line.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

## **DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE**

ENGINEER shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist ENGINEER in observing performance of the work of CONTRACTOR.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work of CONTRACTOR; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for CONTRACTOR's failure to perform the Work in accordance with Contract Documents and in particular the specific limitations set forth in the Agreement as applicable.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

### **A. General**

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding RPR's actions. RPR's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and CONTRACTOR keeping OWNER advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

### **B. Duties and Responsibilities of RPR**

1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
2. Conferences and Meetings: Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
  - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
4. Shop Drawings and Samples:
  - a. Record date of receipt of Shop Drawings and samples.
  - b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.
  - c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
  - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

- b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
  - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
- 6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
- 7. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
- 8. Records:
  - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
  - b. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- 9. Reports:
  - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
  - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
  - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
  - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
- 10. Payment Requests: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. Completion:

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

**C. Limitations of Authority**

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

O:\UNDER CONSTRUCTION\LETTER AGREEMENT\1F_RPR Duties.doc

RESOLUTION 2018-315

WHEREAS, due to the emergency situation a purchase order was approved (based on City Code Section 27-13- Emergency Procurements) for engineering consulting services to Olsson Associates for Emergency Sanitary Sewer Repair on the North Interceptor-Seedling Mile Road Area; and

WHEREAS, such services address geotechnical investigation, design and bidding, construction administration and observation in the total amount of \$40,200.00; and

WHEREAS, the original agreement is now being amended to allow acquisition of material samples both above and below the sanitary sewer main; and

WHEREAS, such amendment is in the amount of \$2,050.00, for a revised agreement amount of \$42,250.00; and

WHEREAS, Amendment No. 1 to the original agreement with Olsson Associates of Grand Island, 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. 1 with Olsson Associates of Grand Island, Nebraska for engineering consulting services related to Emergency Sanitary Sewer Repair on the North Interceptor- Seedling Mile Road Area 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, October 23, 2018.

_____  
Jeremy L. Jensen, Mayor

Attest:

_____  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2018	☐ City Attorney





# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item G-18

**#2018-316 - Approving Agreement with NDOT-Intermodal Planning Division for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2019 Fiscal Year TRANSIT, Section 5305, Transportation Planning Program**

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

# **Council Agenda Memo**

**From:** Allan Zafft, MPO Program Manager

**Meeting:** October 23, 2018

**Subject:** Approving Agreement with NDOT-Intermodal Planning Division for the Grand Island Area Metropolitan Planning Organization (GIAMPO) for the 2019 Fiscal Year TRANSIT, Section 5305, Transportation Planning Program

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

## **Background**

All agreements must be approved by the City Council. In March 2013 the City of Grand Island was designated as a urbanized area with a population over 50,000 which requires the metropolitan area to establish a transportation planning process in accordance with Title 23 CFR 450 of the current federal transportation bill. On an annual basis, the Grand Island Area Metropolitan Planning Organization (GIAMPO) develops a Unified Planning Work Program (UPWP), which identifies work activities to be performed during the fiscal year. The UPWP is approved by the GIAMPO Policy Board and Technical Advisory Committee. The UPWP is then submitted to the Nebraska Department of Transportation for review, and forwarded for approval for federal reimbursement by the Federal Highway Administration and Federal Transit Administration.

## **Discussion**

The Nebraska Department of Transportation-Intermodal Planning Division has drawn up Program Agreements with the City of Grand Island for the purpose of assisting the Local Public Agency (LPA) in obtaining Federal 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 agreement with the Department of Transportation is attached for reference.

The maximum Federal Transit Administration, Section 5305 Funding, is 80%, with a not to exceed amount of \$29,041.00 for FY 2019 (July 1, 2018 – June 30, 2019) eligible costs. This amount is marginally higher than the available Section 5305 Funding as shown in the FY 2019 Unified Planning Work Program (UPWP).

The local 20% funds would be the City's obligation not to exceed \$7,260.25 and can be part of inkind services (staff time & expenses).

### **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 authorizes the Mayor to sign the Fiscal Year 2019 Transit Transportation Planning Program agreement.

### **Sample Motion**

Move to approve resolution authorizing the Mayor to sign the agreement.

AGREEMENT  
BETWEEN  
THE CITY OF GRAND ISLAND  
AND THE  
STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION

City of Grand Island  
DUNS # 040919607  
Project No. C990(019)  
Section 5305 – FTA Planning

THIS AGREEMENT is between the City of Grand Island (hereinafter referred to as City) and the State of Nebraska, Department of Transportation (hereinafter referred to as the State). The purpose is to provide partial funding of Grand Island Area Metropolitan Planning Organization's (GIAMPO) transportation planning activities scheduled to be performed commencing July 1, 2018, as outlined in the 2019 Unified Planning Work Program that is attached to this Agreement.

Funding for GIAMPO's portion of transportation planning activities is shown in the Unified Planning Work Program (hereinafter referred to as Program). The maximum amount of cash support from the State under this Agreement is \$29,041 of 49 USC Section 5305(d) and (e) funds for Fiscal Year 2019. The Project funds referred to in this Agreement are subject to the enactment of final apportionment funding and the grant management requirements of the Federal Transit Administration Circular FTA C 5010.1D, Rev.1, August 27, 2012, and specifically, the Financial Management provisions contained in Chapter VI. The Federal Share of the Project funds will be from FTA Grant 1815-2018-5, Catalog of Federal Domestic Assistance #20.505.

WHEREAS, the Federal transportation's legislation requires that a continuing, comprehensive transportation planning process be carried on cooperatively between State and local governments in urban areas of over 50,000 population; and

WHEREAS, City has agreed to establish and maintain a continuing comprehensive and cooperative transportation planning process in the Metropolitan Area on behalf of those governmental subdivisions; and

WHEREAS, City has been designated as the recipient agency for planning funds pursuant to the Federal Transportation Administration's legislation; and

WHEREAS, the Federal transportation's legislation requires the State to administer the 49 USC Section 5305 MPO Planning Funds for the Federal Transit Administration (FTA);

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

I. SCOPE OF AGREEMENT

- A. The work performance under the terms of this Agreement for City's transportation planning program will be in accordance with the fiscal year 2019 Unified Planning Work Program included herewith as Attachment "C" and made a part of this Agreement.
- B. City shall:
  - 1. Provide the necessary administration of committees and staff, and consult, collaborate and coordinate with the State to accomplish the objectives of the Program.
  - 2. Assign qualified City staff personnel as needed to execute City's portion of the Program.
  - 3. Coordinate all transit planning activities conducted by the GIAMPO with other transportation service providers in the area.

City of Grand Island  
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4. 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 Program.

C. State shall:

1. Assign qualified personnel as needed to accomplish tasks assigned to or agreed to by the State.

## II. DURATION OF AGREEMENT

City and the State agree to perform their responsibilities as outlined in the Program within the time of this Agreement. The Agreement shall cover all work performed commencing with the fiscal year beginning July 1, 2018 and ending June 30, 2019.

## III. PAYMENT

- A. The State agrees to pay for the services rendered by City under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct and indirect costs in accordance with the applicable provisions of 23 CFR 172 and the contract cost principles and procedures set forth in 48 CFR Part 1.31.6 of the Federal Acquisition Regulation System. Direct and indirect costs shall not exceed, in any event, twenty-nine thousand forty one dollars (\$29,041) for costs incurred during fiscal year 2019.
- B. Payments will be made to City not more often than once each thirty (30) days, and shall be for services theretofore performed under this Agreement. City shall submit invoices within twenty (20) days following the end of the period covered by the account. The invoices or supplements thereto shall be the basis of payment pursuant hereto, and shall contain a statement of City's estimate of the percentage of work completed and be signed by a responsible representative of City certifying that all of the items therein are true and correct for the work performed under the provisions of this Agreement. Payment shall be made subject to audit by duly authorized representatives of the State. The State upon receipt of the proper invoices will make every reasonable effort to provide payment to City within fifteen (15) calendar days thereafter.
- C. Payment for partial billings will be determined by multiplying the value of the percentage of work completed by 0.80. In no event may the total interim payments exceed eighty percent of the value of the total work completed and may not exceed \$29,041 for fiscal year 2019.
- D. City shall submit to the State a listing of all City personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is understood that the salaries and expenses of the Chairperson of City, and the City Council will not be reimbursable as direct costs to Program. It is agreed that employees of City whose time is directly assignable to the Program shall keep and sign a time record showing element of the Program, date and hours worked and title of position.

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- E. It is understood that reimbursement for out-of-state, other than Nebraska, Iowa, and Kansas City, travel costs will not be requested by City unless written prior approval for such travel has been given by the State. The rate of reimbursement will be that allowed by the State for travel by its own employees.

#### IV. CHANGES IN THE PROGRAM

- A. If, after consultation with the State, it is determined that changes to the Program are necessary, written approval by the State and the FTA shall be obtained.
- B. The parties to this Agreement agree to collaborate closely on the decisions affecting the composition, scope and duration of the work and those decisions shall receive the written approval of the State prior to proceeding with the Program.
- C. If, as the work progresses, major changes in the schedules, funding, scope, character or estimated total cost of the work to be performed is deemed necessary or desirable, adjustments for payment or modification in the performance of the work shall be submitted by supplemental agreement to the State for review and approval by the State and the FTA.

#### V. REPORTS

City shall prepare reports suitable for publication as indicated in the work program. A draft of each report shall be submitted to the State for review and approval. Upon final review and approval by the State, and the FTA, City will deliver a final report. Both draft and final reports can be transmitted electronically in a formatted file agreeable by the State.

#### VI. INSPECTION OF WORK

The State and authorized personnel of the FTA or any authorized representative of the Federal government shall at all times be accorded proper facilities for review and inspection of the work hereunder and shall at all times have access to the premises of all books, records, correspondence, instructions, receipts, vouchers and memoranda of every description pertaining to the work hereunder.

#### VII. RECORDS

City shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the State, FTA or any authorized representative of the Federal government and shall permit extracts and copies thereof to be made, during the contract period and for three (3) years after the date of final payment.

#### VIII. AUDITS

City shall at all times afford a representative of the State, FTA, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records; shall make such returns and reports to a representative as he

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may require, shall produce and exhibit such books, accounts, documents and property as he may desire to inspect, and shall in all things aid him in the performance of his duties. Lincoln shall be responsible for meeting the audit requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Super Circular).

#### IX. OWNERSHIP OF DATA

Originals of all documents including computer tapes, tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this Agreement are to be the joint property of the political jurisdiction and governmental agencies participating in the transportation planning process. Copies of said documents will be made available to such participants upon request at costs of such reproduction.

#### X. PUBLICATION OR RELEASE OF INFORMATION

- A. Papers, interim reports, forms or other material which are a part of the work under contract will not be copyrighted without written approval of the State and FTA.
- B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.
- C. Publication by either party shall give credit to the other party and to the FTA. However, if the State or FTA 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 the State or the Federal Transit Administration."
- D. In the event of failure of agreement between the State and City 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 non-concurrence of the other party shall be set forth, if requested.
- E. 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.
- F. 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.
- G. When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interest of the other party by the inclusion of a statement in the paper and in the presentation to the effect that the paper had not been reviewed by the State.

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## XI. CLAIMS

City indemnifies, saves and holds harmless the State and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the work to be performed by City hereunder and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of the action taken hereunder by City. It is further agreed that any and all employees of City and all other employees except employees of the State while engaged in the performance of any work or services required or provided for herein to be performed by City shall not be considered employees of the State, and that any and all claims that may or might arise under the Workers' Compensation Act of the State of Nebraska on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged on any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the State.

## XII. CONTRACTUAL SERVICES

All agreements for contractual services pertinent to the Program and subject to partial reimbursement under this Agreement shall be submitted to the State for review and prior to final execution shall have been approved in writing by the State. City intends to provide the services pertinent to the Program with its own personnel. It is understood, however, that not less than fifty percent (50%) of such work will be performed with City personnel and/or by subcontract with other public agencies.

## XIII. CANCELLATION

The State reserves the right to cancel this Agreement at any time it deems it to be in the best interest of the State upon giving thirty (30) days written notice of such cancellation to City. If the contract is cancelled under this provision, the State shall reimburse City for all expenses incurred and work completed to the date of cancellation.

## XIV. LIMITATIONS OF LAW

It is mutually understood between the parties that the final authority in highway matters now vested in the State by federal and state statutory and case law shall not be affected by this Agreement.

## XV. NONDISCRIMINATION

City agrees to abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §48-1101, through 48-1126 (Reissue 2010); 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 Attachment "A" attached hereto and hereby made a part of this agreement.

City of Grand Island  
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## XVI. TITLE VI

As the State is the recipient of the FTA Section 5305 funds and extends FTA financial assistance to City to comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq. and related provisions in regulation, the State shall provide assistance to City in complying with the general reporting requirements and shall monitor Lincoln's compliance with Title VI (as outlined in Circular 4702.1B, Chapter III, 3, 10 and 11 and Appendix K). If City subcontracts any of its metropolitan planning organization activities that the State provides the FTA Section 5303 funds for these activities, these Title VI provisions shall extend to the subcontracts.

## XVII. DISADVANTAGED BUSINESS ENTERPRISES

The Contractor, sub-recipient or sub-contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate.

## XVIII. LOBBYING CERTIFICATION

City agrees to abide by the provisions of the Federal Lobbying Certification. "Certification for grants, loans, and cooperative agreements" is included herewith as Attachment "B" and made a part of this agreement.

## XIX. EQUIPMENT

- A. The State agrees to participate in the cost of specialized items of equipment, not of a nature normally used or required in the regular administrative or engineering operations of City, which items are required for, and will be used primarily on work incident to this Agreement, and the cost of which is considered reasonable.
- B. City agrees to certify that items of equipment included in direct costs have been excluded from the indirect costs.
- C. City agrees to obtain the approval of the State and of the FTA prior to the purchase of an item of equipment of the type described above in Paragraph A.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their proper officers and representatives.

EXECUTED by City this _____ day of _____ 2018.

City of Grand Island

_____

EXECUTED by the State this _____ day of _____ 2018.

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION

_____  
Ryan Huff, P.E.  
Intermodal Planning Engineer

City of Grand Island  
Project No. C990(019)  
Section 5305 – FTA Planning

## NONDISCRIMINATION CLAUSES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) Compliance with Regulations: The Contractor will 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 contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of handicap, race, color or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will 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.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of handicap, race, color or national origin.
- (4) Information and Reports: The contractor will provide all information and reports required by the 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 the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such 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, the contractor shall so certify to the State Highway Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to,
  - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.

City of Grand Island  
 Project No. C990(019)  
 Section 5305 – FTA Planning

- (6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration 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 subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**CERTIFICATION REGARDING LOBBYING**  
**Certification for Grants, Loans, and Cooperative Agreements**  
**(To be submitted with each bid or offer exceeding \$100,000)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 as amended by "Government wide Guidance for New Restrictions on Lobbying."

(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, loans and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Certified by the City of Grand Island this _____ day of _____ 2018.

City of Grand Island

_____

City of Grand Island  
 Project No. C990(019)  
 Section 5305 – FTA Planning



# Grand Island Area Metropolitan Planning Organization (GIAMPO)

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## *FY 2019 Unified Planning Work Program*

The preparation of this document has been financed in part through funds from the Federal Highway Administration, Federal Transit Administration, the U.S. Department of Transportation, under the Metropolitan Planning Program, Section 104(f) of Title 23 U.S. Code, and Nebraska Department of Transportation. The contents of this document do not necessary reflect the official views or policy of the U.S. Department of Transportation.

APPROVED ON MAY 22, 2018 BY THE GIAMPO POLICY BOARD (RESOLUTION 2018-5)

**Grand Island Area Metropolitan Planning Organization (GIAMPO)  
Unified Planning Work Program for Fiscal Year 2019**

**Policy Board Members**

Chair – Jeremy L. Jensen

Vice-Chair – Gary Quandt

MPO Director/Secretary – John Collins

**Mayor:** Jeremy L. Jensen

**Grand Island Council Members:** Linna Dee Donaldson, Julie Hehnke, Mike Paulick

**County Board Members:** Doug Lanfear, Gary Quandt

**Planning Commission Chair:** Pat O'Neill

**Nebraska Department of Transportation Director:** Kyle Schneweis

**Ex-Officio (non-voting) Members include:**

**FHWA Nebraska Division Administrator:** Joseph Werning

**FTA Region VII Administrator:** Mokhtee Ahmad

**Approved Ex-Officio (non-voting) Other Members:**

**City of Grand Island:** Marlan Ferguson, John Collins, Keith Kurz, Chad Nabity

**Nebraska Department of Transportation:** Paul Gavin, Wes Wahlgren

**Federal Transit Administration:** Mark Bechtel

**Federal Highway Administration:** Justin Luther

**Technical Committee Members**

Chair – Chad Nabity

Vice Chair – Steve Riehle

MPO Director/Secretary – John Collins

**Grand Island Public Works Director:** John Collins

**Grand Island City Administrator:** Marlan Ferguson

**Grand Island Manager of Engineering Services:** Keith Kurz

**Grand Island Transit Program Manager:** Charley Falmlen

**Hall County Regional Planning Director:** Chad Nabity

**Hall County Public Works Director:** Steve Riehle

**NDOT Intermodal Planning Division Manager or designee:** Ryan Huff

**NDOT District Four Engineer:** Wes Wahlgren

**Merrick County Public Works Director or Highway Superintendent:** Mike Meyer

**One representative from the Village of Alda:** Ramona Schafer

**The Board of the Central Nebraska Regional Airport may appoint one representative:** Mike Olson

**Ex-Officio (non-voting) Members:**

**FHWA Nebraska Division Transportation Planner or designee:** Justin Luther

**FTA Region VII Transportation Planner or designee:** Mark Bechtel, Logan Daniels, Daniel Nguyen

**NDOT Local Projects Division Urban Engineer:** Jodi Gibson

**Grand Island Finance Director:** William Clingman

**One representative from the Union Pacific Railroad and one representative from the Burlington Northern Santa Fe Railroad may be appointed to the committee by their respective companies; other rail system operators may be added by the policy board as needed:** Sara Thompson Cassidy, Bentley Tomlin

**One representative from the Grand Island Area Chamber of Commerce:** Cindy Johnson

**One representative from the Grand Island Area Economic Development Corporation:** Mary Berlie



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## General Acronyms

<b>ADA</b>	Americans with Disabilities Act
<b>AICP</b>	American Institute of Certified Planners
<b>AMPO</b>	Association of Metropolitan Planning Organizations
<b>APA</b>	American Planning Association
<b>CFR</b>	Code of Federal Regulations
<b>DOT</b>	Department of Transportation
<b>FAST Act</b>	Fixing America's Surface Transportation Act
<b>FHWA</b>	Federal Highway Administration
<b>FTA</b>	Federal Transit Administration
<b>FY</b>	Fiscal Year
<b>GIAMPO</b>	Grand Island Area Metropolitan Planning Organization
<b>GIS</b>	Geographical Information System
<b>HPMS</b>	Highway Performance Management System
<b>LEP</b>	Limited English Proficiency
<b>LRTP</b>	Long Range Transportation Plan
<b>MAP-21</b>	Moving Ahead for Progress in the 21 st Century Act
<b>MPA</b>	Metropolitan Planning Area
<b>MPO</b>	Metropolitan Planning Organization
<b>NDOT</b>	Nebraska Department of Transportation
<b>ONE DOT</b>	Federal Highway Administration and Federal Transit Administration
<b>PEA</b>	Planning Emphasis Areas
<b>PPP</b>	Public Participation Plan
<b>TAC</b>	Technical Advisory Committee

<b>TIP</b>	Transportation Improvement Program
<b>TrAMS</b>	Transit Award Management System
<b>UPWP</b>	Unified Planning Work Program
<b>3-C</b>	Continuing, Cooperative, and Comprehensive

## Introduction

### What is the UPWP?

The purpose of the Unified Planning Work Program (UPWP) is to provide the citizens of the Grand Island Area Metropolitan Planning Organization (GIAMPO) and all partnering governing bodies with an outline of the Metropolitan Planning Organization's (MPO) planned work activities for fiscal year 2019 (July 1, 2018 to June 30, 2019). The UPWP is a budget document prepared annually, and it may be amended by the GIAMPO Policy Board as priorities and activities change.

The UPWP provides guidance and serves as a management mechanism for scheduling, budgeting, and evaluating the planning activities of GIAMPO. The UPWP defines the major administrative and technical work elements for a specific planning year and identifies the major sources of funding for these projects. The primary purpose of the UPWP is to ensure adherence to/compliance with provisions of 23 CFR 450. The UPWP guides GIAMPO in completing the work elements that lead to the development and implementation of the Long Range Transportation Plan (LRTP) and Transportation Improvement Program (TIP).

The work elements defined in the UPWP are reviewed and approved by GIAMPO, ONE DOT (Federal Highway Administration and Federal Transit Administration), and the Nebraska Department of Transportation (NDOT) who in turn have designated the City of Grand Island as the contracting agent responsible for administering and performing these elements approved within the program.

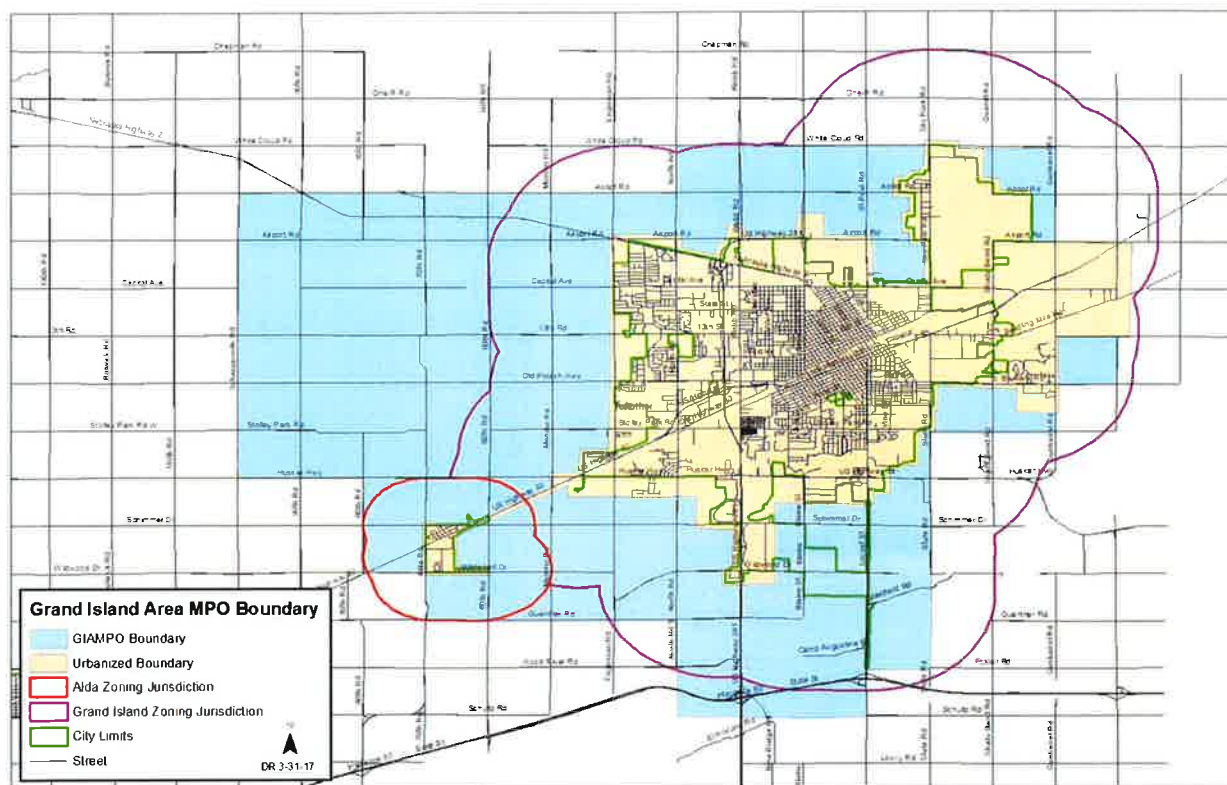
### What is GIAMPO?

The Grand Island Area Metropolitan Planning Organization (GIAMPO) is the federally required Metropolitan Planning Organization (MPO) to carry out the Continuing, Cooperative, and Comprehensive (3-C) transportation planning process for the Grand Island metropolitan region. Responsibilities of GIAMPO include, but are not limited to:

- Providing the forum for local decision-making on transportation issues of a regional nature.
- Encouraging and seeking public involvement throughout the planning and development of the area's transportation plans and programs.
- Facilitating the development of all planning elements for the Metropolitan Planning Area
- Submitting transportation planning documents to the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and NDOT.

GIAMPO is responsible for transportation planning activities within a geographic area identified as the Metropolitan Planning Area (MPA). GIAMPO's MPA is comprised of the City of Grand Island, Village of Alda, portions of Hall County, and a portion of west Merrick County. The MPA is shown in **Figure 1**.

**Figure 1 – GIAMPO Metropolitan Planning Area (MPA)**



GIAMPO's structure is formed by two designated committees – Policy Board and Technical Advisory Committee (TAC). GIAMPO staff provides support to these committees.

### ***Policy Board***

The Policy Board is the governing body of GIAMPO. It is comprised of mostly elected officials that establish the overall policy direction for GIAMPO's planning activities. The Policy Board has the final responsibility of these activities, and it approves the MPO work products such as the UPWP, LRTP, and TIP.

### ***Technical Advisory Committee***

The Technical Advisory Committee (TAC) is a staff-level committee, which advises the Policy Board on technical matters related to MPO work products, transportation policies, and other technical studies and plans considered by GIAMPO. The TAC can establish subcommittees to provide technical and recommendations to them on transportation-related projects or issues. In 2016, a Bicycle and Pedestrian Advisory subcommittee was established for the GIAMPO Bicycle and Pedestrian Master Plan.

### ***Staff***

The GIAMPO staff will be available to aid local officials and concerned citizens in implementing transportation and various community improvement programs in an overall effort to enhance the area. Staff members encourage and assist local leaders in several programs, with strong emphasis on the benefits of regional cooperation and coordination. Currently, the GIAMPO staff involved with transportation planning consists of a MPO Program Manager supported by the Director of Public Works/City Engineer and the Public Works staff in conjunction with the Director of the Hall County Regional Planning Department, and various administrative staff.

### MPO FY 2019 Staff Time Estimates

Staff (equivalent staff time) Estimated	Staff Months	Est. Hours
Professional Staff (MPO Program Manager) - Direct	11.00	1,905
Administrative Staff (Administrative Assistance) - Direct	0.1	25

### Federal Requirements for Transportation Planning

The *Fixing America's Surface Transportation Act* or "FAST Act", became law on December 4, 2015, and continues the Metropolitan Planning program. This program continues the federal requirement of the metropolitan transportation planning process to be continuous, cooperative, and comprehensive. The FAST Act includes ten (10) factors required for consideration in the planning process. The UPWP includes work activities to be accomplished over fiscal year 2019 which will address these factors. The ten (10) factors are the following:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility options available to people and for freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and
10. Enhance travel and tourism.

### Planning Emphasis Areas

The FHWA and FTA have jointly issued Planning Emphasis Areas (PEAs) for federal fiscal year 2016 that are planning areas the MPOs and State Departments of Transportation (DOTs) are to address as they develop their planning work programs. Listed here are the three strategic objectives for surface transportation that highlight current transportation planning regulations.

*Transition to Performance Based Planning and Programming* – This is the implementation of a performance management approach to transportation planning and programming.

*Promote Cooperation and Coordination across Transit Agency, MPO, and State Jurisdictions* – This is to be a coordinated approach with State DOTs, MPOs, and providers of public planning to improve the effectiveness of transportation decision-making that better supports common goals.

*Access to Essential Services (Ladders of Opportunity)* – The transportation planning process is used to develop and implement analytical methods that identify gaps in the connectivity of the transportation system and develop infrastructure and operational solutions that provide adequate access to essential services.

## FY 2018 GIAMPO Accomplishments

The items listed below are the major activities completed during the previous fiscal year:

- Approved amendments and/or administrative modifications to the Long Range Transportation Plan and FY 2018-2022 Transportation Improvement Program
- Adopted the FY 2019-2023 Transportation Improvement Program for the GIAMPO Metropolitan Planning Area
- Processed crash data in relation to setting targets for safety performance measures
- Completed the Regional Transit Needs Assessment and Feasibility Study
- Adoption of the GIAMPO Bicycle and Pedestrian Master Plan

## MPO FY 2019 Work Elements

The following pages detail the work elements that GIAMPO will undertake in FY 2019. These elements are divided into Unified Planning Work Program, Transportation Improvement Program, Public Participation Plan, Short Range Planning Activities, Long Range Transportation Plan, Transit Planning, and Administration/System Management.

### **Element A - Unified Planning Work Program (UPWP)**

**Purpose:** Develop and maintain the annual UPWP and budget

**Previous Work:**

- FY 2018 UPWP produced and approved on May 23, 2017

**Activities:**

- Maintain the FY 2019 UPWP and budget, and amend the work program and budget through amendments or administrative modifications as needed
- Manage the GIAMPO funding streams and track the status of the UPWP budget and activities
- Prepare quarterly progress reports that document activities accomplished and associated with the UPWP work elements
- Prepare and submit quarterly reimbursement requests to NDOT
- Coordinate GIAMPO's annual budget with the City of Grand Island's annual budget
- Maintain the annual FHWA PL grant contract and any subsequent amendments
- Coordinate with planning partners regarding UPWP activities
- Prepare a "DRAFT" FY 2020 UPWP and budget
- Finalize and adopt the FY 2020 UPWP and budget

**End Products:**

- Quarterly Progress Reports and Reimbursement Requests
- Amendments and Administration Modifications to the FY 2019 UPWP as needed
- Annual "DRAFT" FY 2020 UPWP
- Annual "FINAL" FY 2020 UPWP

<b><u>Budget - 200 MPO Program Manager Hours</u></b>	<b><u>Costs</u></b>	<b><u>Schedule</u></b>
Manage Funding Streams and Budget	\$ 1,116.40	Ongoing
Quarterly Progress Reports and Reimbursement Requests	\$ 2,232.80	Quarterly
FY 2019 UPWP Budget Amendments/Admin Modifications	\$ 1,674.60	Ongoing

"DRAFT" FY 2020 UPWP	\$ 5,023.80	3 rd /4 th Quarters
"FINAL" FY 2020 UPWP	\$ 1,116.40	4 th Quarter
Other Direct	\$ 0.00	
<b>Total Budget</b>	<b>\$ 11,164.00</b>	

### **Element B - Transportation Improvement Program (TIP)**

#### **Purpose:**

Develop, maintain, and monitor a five-year program of transportation projects and the financial plan that demonstrates the program can reasonably be implemented. GIAMPO will monitor the program, and will also continue the effort to gain public input on significant projects, and will provide mechanisms to inform the public of the funding availability for federal, state, and local projects.

#### **Previous Work:**

- FY 2018-2022 produced and approved on May 23, 2017
- Amended and revised the FY 2018-2022 TIP
- Prepared the Annual Listing of Federally Obligated Projects for FY 2016 and FY 2017

#### **Activities:**

- Develop the Annual Listing of Federally Obligated Projects for FY 2018
- Work with the City of Grand Island staff in developing the City's one and six street improvement plan for 2019
- Monitor the status of projects in the FY 2019-2023 TIP
- Staff involvement on project related activities ensuring issues are properly identified and adequately addressed for timely implementation
- Coordinate with planning partners regarding TIP activities
- Maintain, revise, and amend the FY 2019-2023 TIP through Amendments and Administrative Modifications as needed
- Prepare the "DRAFT" FY 2020-2024 TIP, which includes the self-certification of the MPO Planning Process
- Finalize and adopt the FY 2020-2024 TIP

#### **End Products:**

- Annual Listing of Federally Obligated Projects for FY 2018
- Amendments and Administrative Modifications to the FY 2019-2023 TIP as needed
- "DRAFT" FY 2020-2024 TIP
- "FINAL" FY 2020-2024 TIP

<b><u>Budget - 175 MPO Program Manager Hours</u></b>	<b><u>Costs</u></b>	<b><u>Schedule</u></b>
Annual Listing of Federally Obligated Projects for FY 2018	\$ 976.85	2 nd Quarter
FY 2019-2023 TIP Amendments/Admin Modifications	\$ 1,465.28	Ongoing
Grand Island's 1 and 6 Year Street Improvement Plan	\$ 976.85	2 nd Quarter
"DRAFT" FY 2020-2024 TIP	\$ 4,884.25	3 rd /4 th Quarters
"FINAL" FY 2020-2024 TIP	\$ 1,465.27	4 th Quarter
Other Direct	\$ 0.00	
<b>Total Budget</b>	<b>\$ 9,768.50</b>	



### **Element C – Public Participation Plan (PPP)**

#### **Purpose:**

Conduct public involvement activities in accordance with the Public Participation Plan (PPP) to effectively and continuously engage public input for the transportation planning process.

#### **Previous Work:**

- Continued making updates and enhancements to the GIAMPO website
- Published notices for meetings and public comment periods of MPO work products
- Conducted public comment periods for MPO work products
- Updated the GIAMPO stakeholder contact list
- Began the development of the Limited English Proficiency (LEP) Plan

#### **Activities:**

- Continuing education about the MPO and the purpose of the MPO. This will be done with media interviews, GITV, and public speaking engagements with civic groups, as requested.
- The GIAMPO website will be maintained and updated for meeting notices, agendas, and/or minutes, and other information regarding transportation planning activities that affect the region.
- Maintenance and updating of social media sites such as Facebook and Twitter to inform interested parties on transportation planning activities
- Attend public information meetings for transportation improvement projects and/or studies (as needed)
- Conduct public comment periods for MPO work products (i.e. UPWP and TIP)
- Publish notices for meetings and public comment periods of MPO work products (i.e. UPWP and TIP)
- Maintain the GIAMPO stakeholder contact list
- Amend and revise the PPP as needed
- Maintain the Title VI Implementation Plan
- Continue the development of the Limited English Proficiency (LEP) Plan

#### **End Product**

- Continue to update GIAMPO website
- Continue to update social media sites
- Amendments to the PPP as needed
- LEP Plan

<b><u>Budget - 150 MPO Program Manager Hours</u></b>	<b><u>Costs</u></b>	<b><u>Schedule</u></b>
Title VI Mitigation/Assessment	\$ 2,930.55	Ongoing
PPP Review	\$ 1,674.60	Ongoing
Website Development/Maintenance	\$ 2,093.25	Ongoing
MPO Education	\$ 1,674.60	Ongoing
Other Direct	<u>\$ 2,500.00</u>	
<b>Total Budget</b>	<b>\$ 10,873.00</b>	

### **Element D – Short Range Planning**

#### **Purpose:**

Carry out ongoing short range planning activities like mapping, data collection and maintenance, highway functional classification, and performance measures.

**Previous Work:**

- Data interpretation
- Compiled data for GIAMPO planning area
- Developed a dataset for the City Geographic System (GIS) relating to crash data from 2011 to 2015
- Updated a dataset for the City GIS to incorporate the Highway Functional Classification System for the GIAMPO planning area
- Prepared maps for FY 2019-2023 TIP

**Activities:**

- Coordinate with NDOT and other agencies in obtaining data for the GIAMPO planning area
- Develop and/or maintain a planning data repository for the GIAMPO planning area (i.e. demographics, socioeconomic, traffic counts, crashes)
- Work with City of Grand Island's GIS Coordinator to develop and/or update datasets for the City Geographical Information System (GIS) including roads, sidewalks, bicycle routes, trails, traffic counts, crashes, etc.
- Assist NDOT in Highway Performance Management System (HPMS) data collection (i.e. traffic data collection)
- Provide technical assistance to local and state jurisdictions for their transportation projects as needed
- Perform the following activities relating to performance measures:
  - Develop performance measures and targets in coordination with FHWA, FTA, and NDOT relating to safety, pavement and bridge condition, system performance, and freight
  - Conduct data collection and analysis related to transportation performance measures
- Work with City of Grand Island's GIS Coordinator to prepare maps for analysis, presentation, and MPO work products
- Collect bicycle and pedestrian counts on multi-use trails and/or sidepaths
- Assist the City of Grand Island staff with preparing grant applications via the Recreational Trails Program and Set Aside from ST Block Grant Program
- Review and update the Highway Function Classification System in coordination with NDOT as needed

**End Products**

- Performance Measure Targets
- Planning Data Repository/GIS Datasets (ongoing)
- Purchase of traffic counting equipment and supplies

<b>Budget - 225 MPO Program Manager Hours</b>	<b>Costs</b>	<b>Schedule</b>
Performance Measures	\$ 2,511.90	Ongoing
Data Collection	\$ 2,511.90	Ongoing
Planning Database Repository/GIS Datasets	\$ 4,395.83	Ongoing
Mapping	\$ 3,139.87	Ongoing
Other Direct	<u>\$ 5,000.00</u>	
<b>Total Budget</b>	<b>\$ 17,559.50</b>	

**Element E– Long Range Transportation Plan (LRTP)****Purpose:**

Implement and maintain the LRTP with regards to the intent and requirements of the FAST Act and guidance by the FHWA, FTA, and NDOR. This work element will support transportation activities recommended by the LRTP that lead to the development of an integrated multimodal transportation system to facilitate the safe and efficient movement of people and goods.

**Previous Work:**

- Reviewed TIP projects to ensure that TIP was consistent with the LRTP
- Amended and revised the LRTP
- Served on the Nebraska Freight Advisory Committee for the Nebraska Freight Plan
- Complete a draft version of the GIAMPO Bicycle and Pedestrian Master Plan
- Participated in a MPO Freight Assessment with FHWA

**Activities:**

- Amend and/or revise the LRTP as necessary
- Continue the GIAMPO Bicycle and Pedestrian Master Plan
- Maintain and refine the regional travel demand model as needed
- Initiate updating the Travel Demand Model for the LRTP Update
- Begin the LRTP Update
- Coordinate FAST Act performance measures with FHWA, FTA, and NDOT and continue working on the performance monitoring and reporting required by the FAST Act for inclusion with the current LRTP and the LRTP Update
- Assist NDOT with statewide Long Range Transportation Plan and Freight Plan as needed

**End Products:**

- LRTP Amendments and/or Revisions
- Bicycle and Pedestrian Master Plan (Final Version)
- Travel Demand Model Maintenance
- RFP for Consultant for TDM Update
- RFP for On-Call Consultant for LRTP Update

<b><u>Budget - 590 MPO Program Manager Hours</u></b>	<b><u>Costs</u></b>	<b><u>Schedule</u></b>
Amendment and/or Revisions to the LRTP	\$ 9,880.14	Ongoing
Travel Demand Model & LRTP Update – GIAMPO Staff	\$ 23,053.66	Ongoing
Travel Demand Model – Professional Services	\$ 35,000.00	3 rd Quarter
LRTP Update – Professional Services	\$115,000.00	3 rd Quarter
Bicycle and Pedestrian Master Plan – Professional Services	\$ 10,000.00	1 st Quarter
Other Direct	\$ 0.00	
<b>Total Budget</b>	<b>\$192,933.80</b>	

**Element F – Transit Planning****Purpose:**

This work element will conduct and coordinate the planning activities of the City Transit Program to meet applicable federal, state, and municipal requirements.

**Previous Work:**

- Completed the Regional Transit Needs Assessment and Feasibility Study
- Prepared transit elements for the FY 2019 UPWP and FY 2018-2022 TIP
- Triennial Review Support

**Activity:**

- Prepare transit elements for the FY 2020 UPWP and FY 2020-2024 TIP
- Coordinate transit-related amendments/revisions to the FY 2019 UPWP, FY2019-2023 TIP, and Long Range Transportation Plan as needed

- Perform the following activities relating to performance measures:
  - Establish performance measures and targets in coordination with FTA, NDOT, and the City of Grand Island relating to transit asset management
  - Conduct data collection and analysis related to transit performance measures
- Evaluate and track transit services and activities (i.e. identify gaps, monitor ridership)
- Prepare the transit elements for the LRTP update
- Maintain the annual FTA Section 5305 grant contract and any subsequent amendments
- Attend relevant trainings, workshops, conferences, webinars, and other educational opportunities that include; but not limited to:
  - National Transit Institute
  - FTA
  - NDOT
- Prepare for and/or attend relevant transit-related meetings
- Provide support to FTA grants for transit services in the Grand Island urbanized area
- Prepare quarterly progress reports and reimbursement requests (transit-related) to NDOT
- Assist the City of Grand Island Transit Program with the implementation of the fiscally constrained plan from the Regional Transit Needs Assessment and Feasibility Study

**End Product:**

- Performance Measures and Targets
- Transit Elements of the FY 2020 UPWP and FY 2020-2024 TIP

<b>Budget – 175 MPO Program Manager Hours</b>	<b>Costs</b>	<b>Schedule</b>
Performance Measures	\$ 976.85	4 th Quarter
Transit Elements of UPWP and TIP	\$ 2,930.55	3 rd /4 th Quarters
Data Collection and Analysis	\$ 5,861.10	Ongoing
Other Direct (Travel, Training, Misc.)	\$ <u>1,000.00</u>	Ongoing
<b>Total Budget</b>	<b>\$ 10,768.50</b>	

**Element G – Administration/Systems Management**

**Purpose:**

Carry out the administrative duties of the MPO. Activities include organizing meetings, producing agenda, minutes, committee support, coordination of agencies, and the general administration of the MPO. In addition, attend various meetings, conferences, workshops and training.

**Previous Work:**

- Held Policy Board and TAC meetings, including preparing agendas, minutes, and supporting documents
- Held Bicycle and Pedestrian Advisory Committee meetings, including preparing agendas and reviewing supporting documents
- Set meeting schedules for the Policy Board and TAC for calendar year 2018
- Held monthly GIAMPO staff meetings, including preparing agendas and supporting documents
- Prepared the Redesignation Agreement and Amendment No. 3 for the Policy Board Bylaws and TAC Bylaws to change the Policy Board and TAC voting membership
- Attended the Transportation Plans and Programs Management Workshop
- Attended the Transportation Performance Management Implementation Workshop for PM2 and PM3
- Attended Complete Streets Action Team meetings
- Attended Grand Island Walkability Leadership meetings

- Attended the Nebraska American Planning Association Conference
- Prepared quarterly progress reports and reimbursement requests to NDOT

**Activities:**

- Support the Policy Board and TAC, which includes the following detailed activities and all other related activities:
  - Develop, compile, and distribute meeting packets, including agendas, staff reports, and any additional information
  - Prepare presentations for meetings as needed
  - Record and transcribe meeting minutes
  - Provide training for new Policy Board and TAC members as needed
  - Maintain Policy Board and TAC bylaws
  - Maintain membership and contact lists
- Support the Bicycle and Pedestrian Advisory Committee (MPO subcommittee), which includes the following detailed activities and all other related activities:
  - Develop and distribute meeting agendas and other information
  - Prepare presentations for meetings as needed
  - Maintain membership and contacts
- Attend relevant trainings, workshops, conferences, webinars, and other educational opportunities that include; but not limited to:
  - National Highway Institute
  - FHWA
  - NDOT
  - Nebraska Chapter of American Planning Association annual conference and other workshops
  - Nebraska Chapter of American Planning Association Fall Symposium
- Prepare for and/or attend relevant transportation-related meetings that include; but not limited to:
  - GIAMPO staff meetings
  - MPO Annual Coordination meeting and MPO Quarterly Coordination meetings
  - NDOT-related meetings
  - Complete Streets Action Team meetings
  - Grand Island Walkability Leadership meetings
- Complete timesheets to include with quarterly reimbursement requests
- Prepare for and/or attend employee-related activities such as performance evaluation, work benefits, etc.
- Perform other administrative duties such as maintaining GIAMPO-related records, providing GIAMPO-related documents to the City of Grand Island Finance Department for the annual city audit, updating agreements as needed, etc.
- Purchase TransCAD technical support and software maintenance for a period of one year

**End Product:**

- Meeting agendas, minutes, support documents, and/or presentations for Policy Board, TAC, and Bicycle and Pedestrian Advisory Committee
- General Administration of the established 3-C Transportation Planning Process for GIAMPO. This includes attending educational opportunities, transportation-related meetings, and employee-related activities.

<b>Budget - 415 MPO Program Manager/Admin Staff Hours</b>	<b>Costs</b>	<b>Schedule</b>
<b>Direct</b>		
Provide support for Policy Board, TAC, and Bicycle and Pedestrian Advisory Committee	\$ 6,831.84	Ongoing
Meeting Minutes and Other Documentation	\$ 3,415.92	Ongoing
General Administration of GIAMPO	<u>\$ 12,525.04</u>	Ongoing
	\$ 22,772.80	
<b>Other Direct</b>		
Office Expenses – Supplies, Phone, Advertisement, Postage	\$ 2,422.29	
Computer Services	\$ 2,250.00	
Software Maintenance/Support TransCAD	\$ 1,200.00	
Individual or Organizational Membership Fees with APA, AICP, and AMPO	\$ 800.00	
Travel, Training, Conferences, & Mileage Reimbursement	<u>\$ 1,800.00</u>	
	\$ 8,472.29	
<b>Total Budget</b>	<b>\$ 31,245.09</b>	

#### **Total UPWP Budget**

It is anticipated that the cost of implementing this UPWP for GIAMPO will be **\$284,312.39**, during FY 2019. Based on the formula funding for MPOs in Nebraska, in FY 2019 GIAMPO is eligible for up to \$218,835.11 Federal Highway Planning funds and \$28,443.00 Federal Transit Section 5305 funds for staffing and other expenses. The City of Grand Island, by agreement, provides at least a 20% match. Total revenue for the MPO planning program equals **\$309,097.64**.

**Grand Island Area Metropolitan Planning Organization**

**DISTRIBUTION OF COSTS BY WORK ELEMENT**

**FY 2019 UPWP**

**FY 2019 FEDERAL HIGHWAY ADMINISTRATION (FHWA) PL - PROGRAM COSTS**

**July 1, 2018 - June 30, 2019**

**Project Number - PLG-1 (56), Control Number - 00992C, Agreement No. - PL1801**

Category	Cost Category	Est. Work Hours	Total	NE Federal	Grand Island	Total
				80%	20%	100%
UPWP						
	Direct Labor - MPO Program Manager	200	7,522.00	6,017.60	1,504.40	7,522.00
	Fringe/Indirect - MPO Program Manager		3,642.00	2,913.60	728.40	3,642.00
	Other Direct		0.00	0.00	0.00	0.00
	Total Unified Planning Work Program		\$11,164.00	\$8,931.20	\$2,232.80	\$11,164.00
TIP						
	Direct Labor - MPO Program Manager	175	6,581.75	5,265.40	1,316.35	6,581.75
	Fringe/Indirect - MPO Program Manager		3,186.75	2,549.40	637.35	3,186.75
	Other Direct		0.00	0.00	0.00	0.00
	Total Transportation Improvement Program		\$9,768.50	\$7,814.80	\$1,953.70	\$9,768.50
PPP						
	Direct Labor - MPO Program Manager	150	5,641.50	4,513.20	1,128.30	5,641.50
	Fringe/Indirect - MPO Program Manager		2,731.50	2,185.20	546.30	2,731.50
	Other Direct		2,500.00	2,000.00	500.00	2,500.00
	Total Public Participation Plan		\$10,873.00	\$8,698.40	\$2,174.60	\$10,873.00
Short Range Planning						
	Direct Labor - MPO Program Manager	225	8,462.25	6,769.80	1,692.45	8,462.25
	Fringe/Indirect - MPO Program Manager		4,097.25	3,277.80	819.45	4,097.25
	Other Direct		5,000.00	4,000.00	1,000.00	5,000.00
	Total Short Range Studies		\$17,559.50	\$14,047.60	\$3,511.90	\$17,559.50
LRTP						
	Direct Labor - MPO Program Manager	590	22,189.90	17,751.92	4,437.98	22,189.90
	Fringe/Indirect - MPO Program Manager		10,743.90	8,595.12	2,148.78	10,743.90
	Professional Services - Travel Demand Model		35,000.00	28,000.00	7,000.00	35,000.00
	Professional Services - LRTP Update		115,000.00	92,000.00	23,000.00	115,000.00
	Professional Services - Bike/Ped Master Plan		10,000.00	8,000.00	2,000.00	10,000.00
	Other Direct		0.00	0.00	0.00	0.00
	Total Long Range Transportation Plan		\$192,933.80	\$154,347.04	\$38,586.76	\$192,933.80
Transit Planning						
	Direct Labor - MPO Program Manager	175	6,581.75	5,265.40	1,316.35	6,581.75
	Fringe/Indirect - MPO Program Manager		3,186.75	2,549.40	637.35	3,186.75
	Other Direct		1,000.00	800.00	200.00	1,000.00
	Total Transit Planning		\$10,768.50	\$8,614.80	\$2,153.70	\$10,768.50
Administration/System Management						
	Direct Labor - MPO Program Manager	390	14,667.90	11,734.32	2,933.58	14,667.90
	Fringe/Indirect - MPO Program Manager		7,101.90	5,681.52	1,420.38	7,101.90
	Direct Labor - Administrative Assistance	25	795.25	636.20	159.05	795.25
	Fringe/Indirect - Administrative Assistance		207.75	166.20	41.55	207.75
Other Direct	Office Expenses		2,422.29	1,937.83	484.46	2,422.29
	Computer Services		2,250.00	1,800.00	450.00	2,250.00
	Software Maintenance/Support TransCAD		1,200.00	960.00	240.00	1,200.00
	Individual and Organizational Membership Fees		800.00	640.00	160.00	800.00
	Travel, Training, Conferences, & Mileage Reimbursement		1,800.00	1,440.00	360.00	1,800.00
	Total Administration/System Management		\$31,245.09	\$24,996.07	\$6,249.02	\$31,245.09

<b>FHWA 2019</b>	Direct Labor FHWA	<b>1755</b>	65,860.55	52,688.44	13,172.11	65,860.55
	Fringe/Indirect FHWA		31,711.05	25,368.84	6,342.21	31,711.05
	Other Direct (includes Professional Services)		175,972.29	140,777.83	35,194.46	175,972.29
<b>FHWA FY 2019</b>	<b>Grand Total FHWA PL UPWP</b>		<b>\$273,543.89</b>	<b>\$218,835.11</b>	<b>\$54,708.78</b>	<b>\$273,543.89</b>
<b>FTA 2019</b>	Direct Labor FTA	<b>175</b>	6,581.75	5,265.40	1,316.35	6,581.75
	Fringe/Indirect FTA		3,186.75	2,549.40	637.35	3,186.75
	Other Direct		1,000.00	800.00	200.00	1,000.00
<b>FTA FY 2019</b>	<b>Grand Total FTA Section 5305</b>		<b>\$10,768.50</b>	<b>\$8,614.80</b>	<b>\$2,153.70</b>	<b>\$10,768.50</b>

**NOTES:**

**Total Highway Planning Federal Highway Planning - FHWA**  
**Total Transit Federal Transit Administration**  
**Total FY 2019 UPWP**

<b>\$273,543.89</b>	<b>\$218,835.11</b>	<b>\$54,708.78</b>	<b>\$273,543.89</b>
<b>\$10,768.50</b>	<b>\$8,614.80</b>	<b>\$2,153.70</b>	<b>\$10,768.50</b>
<b>\$284,312.39</b>	<b>\$227,449.91</b>	<b>\$56,862.48</b>	<b>\$284,312.39</b>

**FHWA Available Revenue**  
**FTA Available Revenue**

<b>\$273,543.89</b>	<b>\$218,835.11</b>	<b>\$54,708.78</b>	<b>\$273,543.89</b>
<b>\$35,553.75</b>	<b>\$28,443.00</b>	<b>\$7,110.75</b>	<b>\$35,553.75</b>

**Remaining FHWA Funds**  
**Remaining FTA Funds**  
**Total Program Funds Remaining**

<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>\$24,785.25</b>	<b>\$19,828.20</b>	<b>\$4,957.05</b>	<b>\$24,785.25</b>
<b>\$24,785.25</b>	<b>\$19,828.20</b>	<b>\$4,957.05</b>	<b>\$24,785.25</b>



RESOLUTION 2018-316

WHEREAS, the Nebraska Department of Transportation has prepared a Planning Agreement for Fiscal Year 2019 for the City of Grand Island for the purpose of providing partial funding of Grand Island Area Metropolitan Planning Organization's (GIAMPO) transportation planning activities scheduled to be performed commencing July 1, 2018, as outlined in the Unified Planning Work Program attached to such agreements; and

WHEREAS, the maximum amount of cash support from the State under such agreement is \$29,041.00 (80%) of 49 USC Section 5305 funds for Fiscal Year 2019; and

WHEREAS, the local 20% funds would be the City's obligation not to exceed \$7,260.25 and can be part of inkind services (staff time & expenses); and

WHEREAS, an agreement with the Nebraska Department of Transportation for Fiscal Year 2019 is required to proceed.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, the agreement with the Nebraska Department of Transportation for the purpose of providing partial funding of Grand Island Area Metropolitan Planning Organization's (GIAMPO) transportation planning activities scheduled to be performed commencing July 1, 2018, as outlined in the Unified Planning Work Program attached to such agreement is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute the Planning Agreement for Fiscal Year 2019.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

_____  
Jeremy L. Jensen, Mayor

Attest:

_____  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2018	☐ City Attorney



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item G-19

**#2018-317 - Approving Certificate of Final Completion for the 2018 Asphalt Resurfacing Project No. 2018-AC-1**

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

# **Council Agenda Memo**

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

**Meeting:** October 23, 2018

**Subject:** Approving Certificate of Final Completion for the 2018 Asphalt Resurfacing Project No. 2018-AC-1

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

## **Background**

Gary Smith Construction Co, Inc. of Grand Island, Nebraska was awarded a \$537,015.05 contract by the City Council on February 13, 2018, via Resolution No. 2018-35, for the 2018 Annual Asphalt Resurfacing project. This year's work involved asphalt resurfacing on:

**Section #1** - Webb Road; Capital Avenue to US Highway 281

**Section #2** - Webb Road; Woodridge Boulevard to Stolley Park Road

**Section #3** – Old Highway 30; US Highway 30 (West end) to US Highway 30 (East end)

**Section #4** – Webb Road; 2nd Street to Island Circle

## **Discussion**

The project was completed in accordance with the terms, conditions and stipulations of the contract, plans and specifications. Construction was completed at a total cost of \$515,418.29, resulting in an underrun of \$21,596.76. The project underrun was due to the contractor's efficient operation resulting in a reduction in traffic control. Also, construction did not impact the adjacent roadway shoulders and driveways as anticipated, which lead to a decrease in the restoration costs.

Additional project costs (detailed below) totaled \$33,510.69 for a final project cost of \$548,928.98.

Additional Project Costs-

Grand Island Independent – Advertising	\$ 125.67
GSI Engineering – Quality Assurance	\$ 2,125.00
City of Grand Island- Petty Cash- core sample packaging	\$ 12.00
City of Grand Island Public Works Engineering Services	\$ 30,633.02
Ricks Lawn Care- Sprinkler Repair	\$ 615.00
<b>Additional Project Costs</b>	<b>\$ 33,510.69</b>

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the Certificate of Final Completion for Asphalt Resurfacing Project No. 2018-AC-1.

### **Sample Motion**

Move to approve the Certificate of Final Completion for Asphalt Resurfacing Project No. 2018-AC-1.

## ENGINEER'S CERTIFICATE OF FINAL COMPLETION

Asphalt Resurfacing Project No. 2018-AC-1  
CITY OF GRAND ISLAND, NEBRASKA  
October 23, 2018

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

This is to certify that Asphalt Resurfacing Project No. 2018-AC-1 has been fully completed by Gary Smith Construction Co, Inc. of Grand Island, Nebraska under the contract dated February 28, 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.

### **Asphalt Resurfacing Project No. 2018-AC-1**

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
<b>Bid Section #1- Webb Road; Capital Avenue to US Highway 281</b>					
1	MOBILIZATION	1.00	LS	\$5,000.00	\$5,000.00
2	COLD MILLING, CLASS 3 (DEPTH 2")	13,296.41	SY	\$ 0.76	\$10,105.27
3	ASPHALTIC CONCRETE, TYPE SPR (2")	1,661.05	TON	\$ 44.90	\$74,581.15
4	ASPHALTIC CONCRETE FOR INTERSECTIONS AND DRIVEWAYS, TYPE SPR	0.00	TON	\$ 62.00	\$0.00
5	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	0.00	TON	\$ 100.00	\$0.00
6	TACK COAT	1,900.00	GAL	\$ 1.00	\$1,900.00
7	GRAVEL SURFACE COURSE	0.00	TON	\$ 16.00	\$0.00
8	RAISED LANE MARKERS (YELLOW)	85.00	EA	\$ 0.78	\$66.30
9	TEMPORARY SIGN DAY	28.00	DAY	\$ 8.00	\$224.00
10	BARRICADE, TYPE II	30.00	BDAY	\$ 1.30	\$39.00
11	BARRICADE, TYPE III	2.00	BDAY	\$ 2.25	\$4.50
12	FLAGGING	11.00	DAY	\$ 200.00	\$2,200.00
13	EARTH SHOULDER CONSTRUCTION	22.00	STA	\$ 60.00	\$1,320.00
14	HYDRO SEEDING	0.23	ACR	\$6,300.00	\$1,449.00
15	BNSF RAILROAD COORDINATION	1.00	LS	\$1,600.00	\$1,600.00
16	BNSF RAILROAD FLAGGING	1.00	DAY	\$1,200.00	\$1,200.00
<b>Total Bid Section #1=</b>					<b>\$99,689.22</b>

### **Bid Section #2- Webb Road; Woodridge Boulevard to Stolley Park Road**

1	MOBILIZATION	1.00	LS	\$6,000.00	\$6,000.00
2	COLD MILLING, CLASS 3 (DEPTH 2")	5,000.00	SY	\$ 0.76	\$3,800.00
3	ASPHALTIC CONCRETE, TYPE SPR (2")	602.91	TON	\$ 44.90	\$27,070.66
4	ASPHALTIC CONCRETE FOR INTERSECTIONS AND DRIVEWAYS, TYPE SPR	0.00	TON	\$ 72.00	\$0.00
5	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	0.00	TON	\$ 100.00	\$0.00
6	TACK COAT	600.00	GAL	\$ 1.00	\$600.00
7	RAISED LANE MARKERS (YELLOW)	31.00	EA	\$ 0.78	\$24.18

8	TEMPORARY SIGN DAY	62.00	DAY	\$ 8.00	\$496.00
9	BARRICADE, TYPE II	23.00	BDAY	\$ 1.30	\$29.90
10	BARRICADE, TYPE III	25.00	BDAY	\$ 2.25	\$56.25
11	FLAGGING	4.50	DAY	\$ 200.00	\$900.00
12	EARTH SHOULDER CONSTRUCTION	28.02	STA	\$ 60.00	\$1,681.20
13	HYDRO SEEDING	0.44	ACR	\$6,300.00	\$2,772.00
<b>Total Alternative Bid Section #2=</b>					<b>\$43,430.19</b>

**Bid Section #3- Old Highway 30; US Highway 30 (West End) to US Highway 30 (East End)**

1	MOBILIZATION	1.00	LS	\$8,000.00	\$8,000.00
2	COLD MILLING, CLASS 3 (DEPTH 2")	29,517.81	SY	\$ 0.76	\$22,433.54
3	ASPHALTIC CONCRETE, TYPE SPR (3")	5,319.79	TON	\$ 44.90	\$238,858.57
4	ASPHALTIC CONCRETE FOR INTERSECTIONS AND DRIVEWAYS, TYPE SPR	164.08	TON	\$ 60.00	\$9,844.80
5	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	4.14	TON	\$ 100.00	\$414.00
6	TACK COAT	6,225.00	GAL	\$ 1.00	\$6,225.00
7	GRAVEL SURFACE COURSE	119.10	TON	\$ 16.00	\$1,905.60
8	RAISED LANE MARKERS (YELLOW)	170.00	EA	\$ 0.78	\$132.60
9	TEMPORARY SIGN DAY	475.00	DAY	\$ 5.00	\$2,375.00
10	BARRICADE, TYPE II	311.00	BDAY	\$ 1.30	\$404.30
11	BARRICADE, TYPE III	90.00	BDAY	\$ 2.25	\$202.50
12	FLAGGING	47.50	DAY	\$ 100.00	\$4,750.00
13	EARTH SHOULDER CONSTRUCTION	171.71	STA	\$ 60.00	\$10,302.60
14	HYDRO SEEDING	4.20	ACR	\$6,300.00	\$26,460.00
15	UP RAILROAD COORDINATION	0.00	LS	\$1,600.00	\$0.00
16	UP RAILROAD FLAGGING	0.00	DAY	\$2,000.00	\$0.00
<b>Total Bid Section #3=</b>					<b>\$332,308.51</b>

**Bid Section #4- Webb Road; 2nd Street to Island Circle**

1	MOBILIZATION	1.00	LS	\$6,000.00	\$6,000.00
2	COLD MILLING, CLASS 3 (DEPTH 2")	4,384.43	SY	\$ 0.76	\$3,332.17
3	ASPHALTIC CONCRETE, TYPE SPR (2")	549.43	TON	\$ 44.90	\$24,669.41
4	ASPHALTIC CONCRETE FOR INTERSECTIONS AND DRIVEWAYS, TYPE SPR	0.00	TON	\$ 62.00	\$0.00
5	ASPHALTIC CONCRETE FOR PATCHING, TYPE SPR	0.00	TON	\$ 100.00	\$0.00
6	TACK COAT	750.00	GAL	\$ 1.00	\$750.00
7	GRAVEL SURFACE COURSE	0.00	TON	\$ 16.00	\$0.00
8	ADJUST MANHOLE	1.00	EA	1,000.00	\$1,000.00
9	RAISED LANE MARKERS (YELLOW)	20.00	EA	\$ 0.78	\$15.60
10	TEMPORARY SIGN DAY	52.00	DAY	\$ 8.00	\$416.00
11	BARRICADE, TYPE II	34.00	BDAY	\$ 1.30	\$44.20
12	BARRICADE, TYPE III	28.00	BDAY	\$ 2.25	\$63.00
13	FLAGGING	4.00	DAY	\$ 200.00	\$800.00

14	UP RAILROAD COORDINATION	1.00	LS	\$1,600.00	\$1,600.00
15	UP RAILROAD FLAGGING	1.00	DAY	\$1,300.00	\$1,300.00
<b>Total Bid Section #4=</b>					<b>\$39,990.37</b>
<b>Grand Total=</b>					<b>\$515,418.29</b>

Additional Project Costs-

Grand Island Independent – Advertising	\$ 125.67
GSI Engineering – Quality Assurance	\$ 2,125.00
City of Grand Island- Petty Cash- core sample packaging	\$ 12.00
City of Grand Island Public Works Engineering Services	\$ 30,633.02
Ricks Lawn Care- Sprinkler Repair	\$ 615.00
<b>Additional Project Costs</b>	<b>\$ 33,510.69</b>

***Asphalt Resurfacing Project No. 2018-AC-1 Project Total = \$548,928.98***

I hereby recommend that the Engineer's Certificate of Final Completion for Asphalt Resurfacing Project No. 2018-AC-1 be approved.

_____  
John Collins, PE - City Engineer/Public Works Director

_____  
Jeremy L. Jensen – Mayor

RESOLUTION 2018-317

WHEREAS, the City Engineer/Public Works Director for the City Of Grand Island has issued a Certificate of Completion for Project No. 2018-AC-1, Asphalt Resurfacing, certifying that Gary Smith Construction Co., Inc. of Grand Island, Nebraska, under contract, has completed the asphalt resurfacing; and

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Certificate of Final Completion, attached as Exhibit "A" for Project No. 2018-AC-1, Asphalt Resurfacing, in the amount of \$548,928.98, is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

_____  
Jeremy L. Jensen, Mayor

Attest:

_____  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2018	☐ City Attorney





# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item G-20

**#2018-318 - Approving Purchase of One (1) 2019 D8 Tracked Dozer with Waste Handler Arrangement for the Solid Waste Division of the Public Works Department**

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

# **Council Agenda Memo**

**From:** Jeff Wattier, Solid Waste Superintendent

**Meeting:** October 23, 2018

**Subject:** Approving Purchase of One (1) 2019 D8 Tracked Dozer with Waste Handler Arrangement for the Solid Waste Division of the Public Works Department

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

## **Background**

The Solid Waste Division utilizes a dozer on a daily basis for pushing and spreading solid waste and cover material at the landfill, making it a vital piece of equipment. The current dozer at the landfill is four (4) years old and has nearly 9,500 operating hours on it.

Bids were solicited June 8, 2018 - September 19, 2018 for one (1) Certified Rebuilt Caterpillar D8T Tracked Low Ground Pressure Dozer with Waste Handler Arrangement, however no bids were received.

In an attempt to keep cost down one (1) Used Caterpillar D8 Tracked Dozer with Waste Handler Arrangement was let for bids, with four (4) bids being received on October 4, 2018. Once staff began working on the certified rebuild costs it wasn't financially responsible to buy the used machine; as the overall cost of purchasing, coupled with the anticipated cost to completely recondition/rebuild would have essentially cost the same as a new dozer.

## **Discussion**

The Solid Waste Division has funds budgeted in the 2018/2019 fiscal year for a new D8 Tracked Dozer with Waste Handler Arrangement. On October 28, 2014, the City of Grand Island approved the use of the National Joint Powers Alliance Buying Group (NJPA) with Resolution No. 2014-326.

To meet competitive bidding requirements the Solid Waste Division obtained contract pricing from NJPA Contract No. 032515-CAT awarded to NMC of Omaha, Nebraska.

Public Works staff is recommending the purchase of one (1) Caterpillar D8 Tracked Dozer with Waste Handler Arrangement from NMC of Omaha, Nebraska in the amount of \$847,055.00.



### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the purchase of one (1) Caterpillar D8 Tracked Dozer with Waste Handler Arrangement from NMC of Omaha, Nebraska in the amount of \$847,055.00.

### **Sample Motion**

Move to approve the resolution.

RESOLUTION 2018-318

WHEREAS, the national Joint Powers Alliance Buying Group (NJPA) was utilized to secure competitive bids for one (1) 2019 D8 Tracked Dozer with Waste Handler Arrangement by the Solid Waste Division of the Public Works Department; and

WHEREAS, NJPA Contract No. 032515-CAT was awarded to NMC of Omaha, Nebraska; and

WHEREAS, the Public Works Department has recommended the purchase of one (1) 2019 D8 Tracked Dozer with Waste Handler Arrangement from NMC of Omaha, Nebraska in the amount of \$847,055.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one (1) 2019 D8 Tracked Dozer with Waste Handler Arrangement from NMC of Omaha, Nebraska in the amount of \$847,055.00 is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

_____  
Jeremy L. Jensen, Mayor

Attest:

_____  
RaNae Edwards, City Clerk

Approved as to Form	▣ _____
October 18, 2018	▣ City Attorney



# **City of Grand Island**

**Tuesday, October 23, 2018**

**Council Session**

## **Item G-21**

**#2018-319 - Approving Skid Steer Buy-Back for Streets Division of the Public Works Department**

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

# **Council Agenda Memo**

**From:** Shannon Callahan, Street Superintendent

**Meeting:** October 23, 2018

**Subject:** Approving Skid Steer Buy-Back for Streets Division of the Public Works Department

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

## **Background**

The Streets Division currently owns two compact track loaders (skid steers). One compact track loader is a front line machine for the Streets Division's concrete repair crew that is primarily used for concrete removal (sawing, hammering, and excavating). The other compact track loader is used mainly for asphalt roadway patching by clearing and loading millings from sections of roadway in preparation for new hot-mix asphalt.

On November 25, 2014, via Resolution No.'s 2014-353 and 2014-354, City Council approved the purchase of two new skid steers (one rubber tire and one track loader) and future participation in a buyback program with Central Nebraska Bobcat of Grand Island, NE. The Buyback program gives the City an opportunity to own a new machine, at minimal cost, each year lowering the risk of down time for a key piece of equipment and reducing equipment maintenance costs.

On November 8, 2016, via Resolution No. 2016-275, City Council approved an upgrade to the rubber tire skid steer to a compact track loader which made two (2) major impacts. First, the new compact track loader used by the asphalt crew has alleviated issues with tires on the new asphalt patches either popping (causes crew downtime) or marring the asphalt. Secondly, the upgrade allowed Streets to more efficiently clean and mow drainage cells without spending extra money on rented equipment.



*Examples of Compact Track Loaders*

## **Discussion**

### **Skid Steer A – T650 T4**

The cost breakdown below is based on 450 hours of use on the current compact track loader which may vary slightly at time of delivery. The Streets Division is requesting a few added safety options; backup camera and reversing fan for an additional cost of \$1,142.04.

<b>T650 T4 Bobcat Compact Track Loader</b>	
<b>Cost of Use</b>	
\$11/HR @ 450 HRS	\$4,950.00
New Machine Price Increase	\$2,147.04
<b>Net Purchase Price</b>	<b>\$7,097.04</b>

### **Skid Steer B – T595 T4**

The cost breakdown below is based on 250 hours of use on the current compact track loader which may vary slightly at time of delivery. The Streets Division is requesting a few added safety options including; backup camera, ride control, and reversing fan for an additional cost of \$1,142.04.

<b>T595 T4 Bobcat Skid Steer Loader</b>	
<b>Cost of Use</b>	
\$11/HR @ 250 HRS	\$2,750.00
New Machine Price Increase	\$2,315.04
<b>Net Purchase Price</b>	<b>\$5,065.04</b>

Public Works staff is recommending participation in Bobcat's buyback program and the purchase of a new a T650 T4 compact track loader for \$52,489.38 with a trade-in value of \$45,392.34 for a net purchase price of \$7,097.04 and the purchase of a new T595 T4 compact track loader for \$48,403.80 with a trade-in value of \$43,338.76 for a net purchase price of \$5,065.04 from Central Nebraska Bobcat of Grand Island, NE.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the participation in Bobcat's buyback program and the purchase of a new a T650 T4 compact track loader for \$52,489.38 with a trade-in value of \$45,392.34 for a net purchase price of \$7,097.04 and the purchase of a new T595 T4 compact track loader for \$48,403.80 with a trade-in value of \$43,338.76 for a net purchase price of \$5,065.04 from Central Nebraska Bobcat of Grand Island, NE.

## **Sample Motion**

Move to approve the participation in Bobcat's buyback program and the purchase of a new a T650 T4 compact track loader for \$52,489.38 with a trade-in value of \$45,392.34 for a net purchase price of \$7,097.04 and the purchase of a new T595 T4 compact track loader for \$48,403.80 with a trade-in value of \$43,338.76 for a net purchase price of \$5,065.04 from Central Nebraska Bobcat of Grand Island, NE.



RESOLUTION 2018-319

WHEREAS, the City of Grand Island City Council approved participation in a buyback program with Central Nebraska Bobcat of Grand Island, Nebraska, via Resolution No.'s 2014-353 and 2014-354 on November 25, 2014; and

WHEREAS, Central Nebraska Bobcat quoted a price for purchasing a new T650 T4 compact track loader for \$52,489.38 with a trade-in value of \$45,392.34 for a net purchase price of \$7,097.04; and

WHEREAS, Central Nebraska Bobcat quoted a price for purchasing a new T595 T4 compact track loader for \$48,403.80 with a trade-in value of \$43,338.76 for a net purchase price of \$5,065.04.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a new a T650 T4 compact track loader for \$52,489.38 with a trade-in value of \$45,392.34 for a net purchase price of \$7,097.04 and the purchase of a new T595 T4 compact track loader for \$48,403.80 with a trade-in value of \$43,338.76 for a net purchase price of \$5,065.04 from Central Nebraska Bobcat of Grand Island, NE is approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	by _____
October 18, 2018	City Attorney



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item G-22

**#2018-320 - Approving Change Order #1 to Olsson Associates for Design and Construction Management Services at the Veteran's Sports Complex - Phase II**

Staff Contact: Todd McCoy, Parks & Recreation Director

# **Council Agenda Memo**

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

**Meeting:** October 23, 2018

**Subject:** Approve Change Order No. 1 to Olsson Associates for Design and Construction Management Services at the Veterans Sports Complex

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

## **Background**

By letter agreement dated March 21, 2017 and approved by Council on April 11, 2017, the City of Grand Island engaged the firm of Olsson Associates to perform design and construction management related to the development of the Veterans Sport Complex. Olsson's proposal included an estimated 20-week project construction phase in addition to making other assumptions and estimations concerning the scope and complexity of the project. Through a negotiation process with Olsson Associates following an RFQ procurement process, the City and Olsson's agreed to fees based upon time and material not to exceed \$375,000.

Following engagement of Olsson's, plans and specifications were prepared for bidding the project, including initial work on alternative items to a degree sufficient to obtain bids from contractors. Bids were solicited for the project construction and, on October 24, 2017, the City approved a contract with Nemaha Landscape Construction, Inc. The contract provided for substantial completion on October 1, 2018 and final completion on November 30, 2018. Due to unforeseen delays, a change order was approved for substantial completion by October 26 and final completion December 22, 2018.

In early summer Olsson Associates had nearly reached the stipulated not-to-exceed limit of \$375,000. Meanwhile, the City's contractor continued its work on the project and Olsson continued to provide the required professional services throughout the summer including, but not limited to, construction observation, contract management, staking, and necessary design work. Olsson's performance of professional services was required in order to keep the project moving and ensure the contractor's work complied with the contract documents.

## **Discussion**

The Letter Agreement between the City and Olsson's specifies a contract made on a time and expense basis not-to-exceed \$375,000. The scope of work specified the design, engineering, and services to be provided, including part-time construction observation and field-testing at an average of 24 hours per week for 20 weeks. Unfortunately, due to the construction period and additional work, the fees associated with this project exceeded the amount specified by the Letter Agreement. Despite exceeding the project's not-to-exceed amount, Olsson's remained with the project, completing the tasks required for continued progress of the contractor's work. Olsson Associates is requesting an additional \$120,600.00 for services performed and estimated future services required to finish the project.

The approval of Change Order No. 1 will increase the contract amount to \$495,600.00. This contract is funded with Food and Beverage Tax revenue.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that Council approve Olsson Associates Change Order No. 1 in the amount of \$120,600.00. Approval of Change Order No. 1 will increase the contract amount to \$495,600.00.

## **Sample Motion**

Move to approve Change Order No. 1 to Olsson Associates of Grand Island, Nebraska.



Working Together for a  
Better Tomorrow, Today.

**CHANGE ORDER #1**

TO: **Olsson Associates**  
**PO Box 1072**  
**Grand Island, NE 68802**

PROJECT: **GI Veteran's Athletic Field Construction Phase 2**

You are hereby directed to make the following change in your contract.

- |    |                                                               |                      |
|----|---------------------------------------------------------------|----------------------|
| 1. | Additional shop drawing submittals & design alternates.....   | increase \$ 2,900.00 |
| 2. | Additional Topo.....                                          | increase \$ 1,300.00 |
| 3. | Eagle Scout Lake Drive Reconstruction.....                    | increase \$ 2,800.00 |
| 4. | Construction staking.....                                     | increase \$21,300.00 |
| 5. | Construction Observation & Testing (29 weeks @ 24hrs/wk)..... | increase \$45,300.00 |
| 6. | Construction Administration.....                              | increase \$47,000.00 |

<b>The original Contract Sum</b>	<b><u>\$375,000.00</u></b>
<b>Previous Change Order Amount</b>	<b><u>\$ 0.00</u></b>
<b>The Contract Sum is increased by this Change Order</b>	<b><u>\$120,600.00</u></b>
<b>The total modified Contract Sum to date</b>	<b><u>\$495,600.00</u></b>

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described herein. Additional claims will not be considered.


APPROVED: **CITY OF GRAND ISLAND**

By _____ Date _____  
Mayor

Attest _____

_____  
Approved as to Form, City Attorney

ACCEPTED: **Olsson Associates**

By  Date 10-16-18

City Hall • 100 East First Street • Box 1968 • Grand Island, Nebraska 68802-1968  
(308) 385-5444 ext. 290 • Fax: 385-5488

**LETTER AGREEMENT  
AMENDMENT #1  
017-0296**

Date: October 16, 2018

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated March 21, 2017 between the City of Grand Island, Nebraska ("Client") and Olsson Associates, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

**PROJECT DESCRIPTION AND LOCATION**

Project is located at: West side of Broadwell Avenue south of Highway 281, Grand Island, Nebraska.

Project Description: Additional services for continuation of the development of the Grand Island Sports Complex south of Eagle Scout Lake, on the north side of Grand Island, also known as the Veterans Sports Complex.

**SCOPE OF SERVICES**

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

- 1.1 Additional survey of the existing Eagle Scout parking lot and drive.
- 1.2 Design of the reconstruction of the Eagle Scout Drive (Alternate F).
- 1.3 Review shop drawing review of the Bleacher Canopies and redesign of the area for the canopies for the acceptance of Alternates A and B.
- 1.4 Reviewing picnic shelters shop drawings and design of the areas for the acceptance of Alternate G.
- 1.5 Additional staking required for additional sidewalk and pavement areas from the original masterplan and additional staking requests by the Contractor.

- 1.6 The original scope assumed 20 weeks construction. Construction was suspended for four weeks due to winter shut down. The contractor has requested to extend the completion date for construction to December 22, 2018. This time frame represents an additional 29 weeks of construction. Provide the City with part-time construction observation and testing at an average of 24-hours per week and construction administration at an average of 15-hours per week for the additional 35 weeks of construction.

## COMPENSATION

For the additional Scope of Services specifically set forth in this Amendment, Client shall pay Olsson the following fee in addition to the fee(s) set forth in the Agreement:

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services, and all actual reimbursable expenses in accordance with the Labor Billing Rate Schedule(s) and the Reimbursable Expense Schedule attached to this Agreement. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$120,600.

## TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment 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.

### OLSSON ASSOCIATES, INC.

By   
Matt Rief, PE

By   
Jeff Palik, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

### CITY OF GRAND ISLAND, NEBRASKA

By _____  
Signature

Printed Name _____

Title _____

Dated: _____

RESOLUTION 2018-320

WHEREAS, on April 11, 2017 by Resolution 2017-118, the City of Grand Island engaged the firm of Olsson Associates of Grand Island, Nebraska, to perform professional services with respect to the City's Veterans Sports Complex project, including preparation of plans, project specifications, construction observation, and contract management; and

WHEREAS, Olsson Associates is requesting additional compensation for additional services performed and to be performed through the projected project final completion date; and

WHEREAS, such additions will be funded through the Food and Beverage Tax;  
and

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

WHEREAS, the result of such modifications will increase the contract amount by \$120,600.00 for a revised contract price of \$495,600.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Olsson Associates from Grand Island, Nebraska to provide additional compensation as follows:

1. Additional shop drawing submittals & design alternates.....\$ 2,900.00
2. Additional Topo.....\$ 1,300.00
3. Eagle Scout Lake Drive Reconstruction.....\$ 2,800.00
4. Construction staking.....\$21,300.00
5. Construction Observation & Testing (29 weeks @ 24hrs/wk).....\$45,300.00
6. Construction Administration.....\$47,000.00

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

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Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2018	☐ City Attorney





# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item G-23

**#2018-321 - Approving Purchase and Delivery of Infield Soil  
Conditioner - Ashley Park**

Staff Contact: Todd McCoy, Parks & Recreation Director

# **Council Agenda Memo**

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

**Meeting:** October 23, 2018

**Subject:** Purchase and Delivery of Infield Soil Conditioner for Ashley Park

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

## **Background**

Ashley Park is a popular city park which features a full size baseball field, picnic areas, playgrounds, and more. The ball field is highly used by recreational and competitive teams for games, practices, and tournaments.

## **Discussion**

The Parks and Recreation Department recommends purchasing infield soil conditioner for the baseball field at Ashley Park. The infield soil conditioner will dramatically reduce the number of rain-outs and improve safety. Adding infield soil conditioner will not only help the leagues and coaches with fewer makeup games, it will save staff time when preparing fields.

On September 23, 2018 bids were advertised for 500 tons of infield soil conditioner.

GIX Logistics	Grand Island, NE	\$40,000.00
Dakota Transport, Inc.	Hampton, MN	\$43,500.00

On October 9, 2018 City Council approved the low bid to GIX Logistics; however, it was later determined that GIX did not fully understand the full scope of the project and needed to withdraw their bid. GIX had only provided pricing to transport the soil conditioner and not to provide the product.

With the withdraw of the GIX bid, staff recommends accepting the bid from Dakota Transport, Inc. to deliver 500 tons of Red Ball Diamond Aggregate soil conditioner to Ashley Park in the amount of \$43,500.00. The project will be funded by Keno revenue capital funds.

## **Alternatives**

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

The Council may:

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

## **Recommendation**

City Administration recommends that the City Council award the bid to provide and deliver infield soil conditioner (500 tons of Red Ball Diamond Aggregate) to Ashley Park to Dakota Transport, Inc. of Hampton, Minnesota.

## **Sample Motion**

Move to approve bid from Dakota Transport, Inc. to provide and deliver infield soil conditioner (500 tons of Red Ball Diamond Aggregate) to Ashley Park for a total of \$43,500.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** October 2, 2018 at 2:00 p.m.  
**FOR:** Delivery of Infield Soil Conditioner – Ashley Park  
**DEPARTMENT:** Parks & Recreation  
**ESTIMATE:** \$45,000.00  
**FUND/ACCOUNT:** 22010001-2000-30017  
**PUBLICATION DATE:** September 23, 2018  
**NO. POTENTIAL BIDDERS:** 4

**SUMMARY**

<b>Bidder:</b>	<u><b>GIX Logistics</b></u> <b>Grand Island, NE</b>	<u><b>Dakota Transport, Inc.</b></u> <b>Hampton, MN</b>
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	<b>\$40,000.00</b>	<b>\$43,500.00</b>

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

Patti Buettner, Parks Admin. Assist.  
Patrick Brown, Finance Director  
Frank Slezak, Park Superintendent

**P2074**

RESOLUTION 2018-321

WHEREAS, the City of Grand Island invited sealed bids for Infield Soil Conditioner for the Ashley Park ball field, according to plans and specifications on file with the Parks and Recreation Department; and

WHEREAS, on October 9, 2018 by Resolution 2018-297 the bid was awarded to GIX Logistics from Grand Island, Nebraska, and

WHEREAS, after a conversation with GIX employees on where they were going to get the Soil Conditioner it was determined that GIX Logistics did not include the Soil Conditioner in their bid, and

WHEREAS, Resolution 2018-297 awarding the contract to GIX Logistics must be rescinded: and

WHEREAS, Dakota Transport, Inc. from Hampton, MN submitted a bid that was fully compliant with the specifications, and

WHEREAS, Dakota Transport, Inc. from Hampton, MN whose bid does include the soil conditioner is willing to honor their original bid price such bid being in the amount of \$43,500.00, and

WHEREAS, Keno Revenue Capital Funding will be utilized.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Resolution 2018-297 is rescinded.

BE IT FURTHER RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Dakota Transport, Inc. from Hampton, MN in the amount of \$43,500.00 for Infield Soil Conditioner for the Ashley Park ball field is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

---

Jeremy L. Jensen, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2018	☐ City Attorney



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item I-1

**#2018-322 - Consideration of Request from Franco Entertainment, LLC dba Level Up Bar and Arcade, 115-117 West 3rd Street for a Class “I” Liquor License and Liquor Manager Designation for Maria Garcia, 644 E. Meves**

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

Staff Contact: RaNae Edwards

RESOLUTION 2018-322

WHEREAS, an application was filed by Franco Entertainment, LLC. doing business as Level Up Bar and Arcade, 115-117 West 3rd Street for a Class "I" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on October 13, 2018; such publication cost being \$8.97; and

WHEREAS, a public hearing was held on October 23, 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 Maria Garcia, 644 E. Meves, Grand Island, Nebraska as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

_____  
Jeremy L. Jensen, Mayor

Attest:

_____  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2018	☐ City Attorney



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item I-2

**#2018-323 - Consideration of Request from Azteca Market, LLC dba Azteca Market, 103 West 3rd Street for a Class “D” Liquor License and Liquor Manager Designation for Maria Garcia, 644 E. Meves**

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

Staff Contact: RaNae Edwards



RESOLUTION 2018-323

WHEREAS, an application was filed by Azteca Market, LLC. doing business as Azteca Market, 103 West 3rd 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 October 13, 2018; such publication cost being \$8.97; and

WHEREAS, a public hearing was held on October 23, 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 Maria Garcia, 644 E. Meves, Grand Island, Nebraska as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

_____  
Jeremy L. Jensen, Mayor

Attest:

_____  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2018	☐ City Attorney



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item I-3

**#2018-324 - Consideration of Request from Franco Entertainment, LLC dba The Brick House, 115-117 West 3rd Street for a Change of Location for Class “I-119813” Liquor License to 103 West 3rd Street**

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

Staff Contact: RaNae Edwards

RESOLUTION 2018-324

WHEREAS, an application was filed by Franco Entertainment, LLC. doing business as The Brick House, 115-117 West 3rd Street for a Change of Location to Class "I-119813" Liquor License to 103 West 3rd Street; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on October 13, 2018; such publication cost being \$8.97; and

WHEREAS, a public hearing was held on October 23, 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: _____  
_____

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

_____  
Jeremy L. Jensen, Mayor

Attest:

_____  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2018	☐ City Attorney



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item I-4

**#2018-325 - Consideration of Amendment to the Redevelopment Plan for CRA No. 1 located at 411 West 3rd Street (Paramount Development, LLC)**

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

Staff Contact: Chad Nabity

## RESOLUTION 2018-325

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 1 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: to acquire, rehabilitate and reconstruct the westerly portion of the old Sears building at 411 W. Third Street in Grand Island for four upper level apartments. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form	☐ _____
October 18, 2018	☐ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 1 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:
  - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
  - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.

- c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.
4. The City hereby finds and determines that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purposes of accomplishing, in accordance with the general plan for development of the City, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity; and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of a healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreation and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

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Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item I-5

**#2018-326 - Consideration of Amendment to the Redevelopment Plan for CRA No. 2 located on a Portion of the Vacant Property Southwest of South Locust Street and U.S. Highway 34 (Grand Island Hotels, LLC)**

*This item relates to the aforementioned Public Hearing item E-6.*

Staff Contact: Chad Nabity



## RESOLUTION 2018-326

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. 2 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 acquire property and construct a hotel on the site along with all necessary sitework and public infrastructure including street both public and private, 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	☐ _____
October 18, 2018	☐ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 2 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 occurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

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Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

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Jeremy L. Jensen, Mayor

Attest:

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RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item I-6

**#2018-327 - Consideration of Declaring CRA Area #27 Blighted and Substandard located between Elm and Cleburn Street and 6th and 7th Streets (Keystone Properties)**

*This item relates to the aforementioned Public Hearing item E-7.*

Staff Contact: Chad Nabity

RESOLUTION 2018-327

WHEREAS, on June 27, 1994, the City of Grand Island enacted Ordinance No. 8021 creating the Community Redevelopment Authority of the City of Grand Island, Nebraska, to address the need for economic development opportunities through the vehicles provided in the Nebraska Community Development law at Neb. Rev. Stat. §18-2101, et seq., as amended; and

WHEREAS, Andrew Marsh has caused to be prepared a Blight and Substandard Study for an area of referred to as Area No. 27; and

WHEREAS, Marvin Planning Associates completed such Blight and Substandard Study and has determined that the area should be declared as substandard or blighted area in need of redevelopment; and

WHEREAS, such study was presented to the Grand Island City Council on April 10, 2018, and

WHEREAS, on August 14, 2018, the Grand Island City Council referred such study to the Hall County Regional Planning Commission for review and recommendation; and

WHEREAS, the Regional Planning Commission held a public hearing and made a recommendation regarding the study at its September 5, 2018 meeting; and

WHEREAS, a public hearing to consider approval of a Blighted and Substandard designation was held on October 9, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Blight and Substandard Study for Redevelopment Area No. 26 as identified above is hereby approved, and those areas identified in said study are declared to be blighted and substandard and in need of redevelopment as contemplated in the Community Development law.

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Adopted by the City Council of the City of Grand Island, Nebraska, October 23, 2018.

_____  
Jeremy L. Jensen, Mayor

Attest:

_____  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2018	☐ City Attorney



# City of Grand Island

Tuesday, October 23, 2018

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of October 10, 2018 through October 23, 2018**

*The Claims for the period of October 10, 2018 through October 23, 2018 for a total amount of \$4,540,170.08. A MOTION is in order.*

Staff Contact: Patrick Brown