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# City of Grand Island



**Tuesday, February 12, 2019**  
**Council Session Packet**

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**City Council:**

**Jason Conley**  
**Michelle Fitzke**  
**Chuck Haase**  
**Julie Hehnke**  
**Jeremy Jones**  
**Vaughn Minton**  
**Mitchell Nickerson**  
**Mike Paulick**  
**Clay Schutz**  
**Mark Stelk**

**Mayor:**

**Roger G. Steele**

**City Administrator:**

**Marlan Ferguson**

**City Clerk:**

**RaNae Edwards**

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**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.

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

**Pledge of Allegiance**

**Roll Call**

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

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

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

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



# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item D-1

### **#2019-BE-2 - Consideration of Determining Benefits for Vehicle Offstreet Parking District #3**

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

Staff Contact: Patrick Brown

# Council Agenda Memo

**From:** Patrick Brown, Finance Director  
Jerry Janulewicz, City Attorney

**Meeting:** February 12, 2019

**Subject:** Consideration of Determining Benefits for Vehicle Off-street Parking District #3

**Presenter(s):** Jerry Janulewicz, City Attorney  
William Clingman, Assistant Finance Director

## Background

On November 20, 2018, the City Council adopted Resolution 2018-354, which started the process for the creation of Parking District #3 and the disestablishment of Parking District #1. The formal creation of Parking District #3 and disestablishment of Parking District #1 occurred during this same meeting on January 8, 2019. The required notice for the Board of Equalization to levy the special assessments for Parking District #3 ran for three consecutive weeks and notices were mailed to each property at the address on file with the Hall County Assessor. Notice to non-resident owners was sent by certified mail as required by statute.

## Discussion

The goal of the new Parking District #3 is to better balance those paying into the Parking District with those who are using and/or most benefit from the Parking District. Under former Parking District No. 1 established in the 1970's the financial burden of parking lot maintenance fell solely upon retail and professional businesses within the district through an occupation tax. Over time, however, the use of downtown properties evolved with retail uses replaced by non-business uses and by use by non-retail and non-professional business. Through formation of Off-street Parking District No. 3 and the levy of special assessments the financial burden of maintaining off-street parking lots will be distributed among the owners of all properties within the district irrespective of the use of the property, whether business, retail, government, religious, or nonprofit. This will achieve a fairer and more equitable distribution of the financial burden among all properties specially benefitted by the availability of convenient free off-street parking within the district.

Article VIII, Sec. 6 of the Nebraska Constitution and the Off-street Parking District Act, Neb.Rev.Stat. Sec. 19-3301, et seq., specifically authorize creation of off-street parking districts and the levying of special assessments and/or occupational taxes to acquire, construct, and maintain such facilities.

In NEBCO, Inc. v. Bd. of Equalization of City of Lincoln, 250 Neb. 81, 547 N.W.2d 499 (1996), The Court stated the following principles of law regarding special assessments.

- Special assessments are charges imposed by law on land to defray the expense of a local municipal improvement on the theory that the property has received special benefits from the improvements in excess of the benefits accruing to property or people in general.
- An assessment may not be arbitrary, capricious, or unreasonable but the law does not require that a special assessment correspond exactly to the benefits received.
- The most any officer or any tribunal can do is to estimate the benefits to each tract of real estate upon as uniform a plan as may be in the light afforded by available information.
- Unreasonableness can be shown if the board, in its assessment, treats similarly situated people differently.
- Absent evidence to the contrary, it will be presumed that a special assessment was arrived at with reference only to the benefits which accrued to the property affected.
- The validity of an assessment is further aided by the presumption of law that all real estate is benefited to some degree from the improvement on which it abuts or in a district of which the property assessed is a part.
- Reasonable prospective uses of the property may be considered in determining whether the property has benefited.

The proposed method of assessment based upon building area establishes a uniform plan whereby all property owners are assessed using the same method of assessment, one solely related to the property, not its use or owner.

Property owners within the District will be charged a special assessment based on the entire square footage of their buildings. The square footage is based on the information obtained from the County Assessor; however, if square footage was not available from the Assessor then a calculation was done based on outer building dimensions and the number of floors. The total square footage for Parking District #3 is 1,847,341. The special assessment charge for the 2018-2019 year is \$66,874 or \$0.0362/square foot.

Property owners who have parking within their property that is open to the public, customers or users of the building can apply for a \$10/space credit. This credit can reduce the amount owed for that property or other properties owned by the same owner within 300 feet down to a minimum of \$0. Any excess that cannot be used will not be paid out to the property owner or credited to other properties more than 300 feet away. There is an estimated \$13,000 in potential parking spot credits based on estimated property owner owned parking spots. The total estimated net revenue for the 2018-2019 year is \$55,000.

The Board of Equalization will approve the special assessments at their full amounts, as stated in the BOE resolution. If a credit for parking is requested prior to billing then the net amount owed will be billed. If a credit is requested after the bill has been sent, but prior to the bill becoming delinquent (after 50 days) the credit will be applied and a new bill can be generated, if needed. As of the publishing of this item, there has been \$5,060 requested in credits. Finally, all requests for credits will be reviewed and those that are approved will be allowed.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the board of equalization resolution levying the special assessment and the ordinance for Parking District #3.

### **Sample Motion**

Move to approve the BOE resolution and ordinance as presented.

CITY OF

Grand Island

NEBRASKA

# Parking District #3

# District Map





CITY OF

Grand Island

NEBRASKA

# Background

## Ordinance No. 9718

Adopted January 8, 2019:

- Establish Vehicle Offstreet Parking District No. 3
- Dissolved Downtown Improvement and Parking District (Parking District No. 1)

- District boundaries remained the same.
- Annual budgets established by city council – no change from current practice.
- District No. 3 revenue provided by special assessments upon the real estate.
- 93.7% of all parcels within Offstreet Parking District No. 3 are located within 300 feet of a public parking lot in the district. 100% are located within 600 feet of a public lot.

**May special assessments be used to finance offstreet parking? Yes.**

Nebraska Constitution Article VIII, Section 6, states: “The legislature may grant to cities and villages the power to make local improvements, including facilities for providing off-street parking for vehicles, by special assessments or by special taxation of property benefited, and to redetermine and reallocate from time to time the benefits arising from the acquisition of such off-street parking facilities, *and the Legislature may vest the corporate authorities of cities and villages with power to levy special assessments for the maintenance, repair and reconstruction of such off-street parking facilities. . . .* [C]ities and villages may be empowered by the Legislature to assess and collect separate and additional taxes within off-street parking districts created by and within any city or village on such terms as the Legislature may prescribe.”

## Offstreet Parking District Act

Nebraska Revised Statute Sec. 19-3315 authorizes the levying of special assessment against the real property located in an offstreet parking district for the purpose of paying all or any part of the costs of maintenance, repair, and reconstruction of offstreet parking facilities in the district.

## Exemption from Property Tax

- Subject to limitations stated, Nebraska Revised Statute Sec. 77-202, exempts property of the state, governmental subdivisions, and educational, religious, charitable, and cemetery organizations from *property tax*.
- No constitutional or statutory authority exists for exemption of such property from special assessments.

## Special Assessments

NEBCO, Inc. v. Bd. of Equalization of City of Lincoln, 250 Neb. 81, 547 N.W.2d 499 (1996):

- Special assessments are charges imposed by law on land to defray the expense of a local municipal improvement on the theory that the property has received special benefits from the improvements in excess of the benefits accruing to property or people in general.
- An assessment may not be arbitrary, capricious, or unreasonable but the law does not require that a special assessment correspond exactly to the benefits received.

- The most any officer or any tribunal can do is to estimate the benefits to each tract of real estate upon as uniform a plan as may be in the light afforded by available information.
- Unreasonableness can be shown if the board, in its assessment, treats similarly situated people differently.
- Absent evidence to the contrary, it will be presumed that a special assessment was arrived at with reference only to the benefits which accrued to the property affected.
- The validity of an assessment is further aided by the presumption of law that all real estate is benefited to some degree from the improvement on which it abuts or in a district of which the property assessed is a part.
- Reasonable prospective uses of the property may be considered in determining whether the property has benefited.



## Parking District #3

- Special Assessment
- Charge is based on square footage of the building
- No exclusion for who has to pay
- All property owners in the district benefit
  - City is responsible for maintenance
  - No requirements to provide parking
  - Sufficient parking

# Parking Requirements Outside the District

## Highlights from City Code §36-97

- 🌊 Churches, Synagogues, and Temples - One (1) space per 4 seats in main worship area
- 🌊 Housing, Multi-family/apartments - Two (2) spaces per dwelling unit
- 🌊 Restaurants (General) - Parking equal to 2 of every 5 seats
- 🌊 Offices and Office Buildings - One (1) space per 200 s.f. of net floor area
- 🌊 Theaters, Auditoriums, and Places of Assembly - One (1) space per 4 persons of licensed capacity

R E S O L U T I O N 2019-BE-2

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Vehicle Offstreet Parking District No. 3, after due notice having 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 \$66,873.74; and

Such benefits are equal and uniform; and

According to the building area of the respective lots, tracts, and real estate within such Vehicle Offstreet Parking District No. 3, such benefits are the sums set opposite the several descriptions as follows:

The name of the owner, legal description, building area and the special tax amounts are as follows:

PARCEL	CURRENT_OW	LEGAL	SQFT	2019 Charge
149	HALL CO	BLANK (COURTHOUSE PROPERTY)	41,885	\$1,516.24
400004097	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLKS 52 & 53 & PT VAC KIMBALL AVE	83,295	\$3,015.28
400004119	HERNANDEZ/PEDRO RIVERA	ORIGINAL TOWN N 100.5' E 2/3 LT 1 BLK 54	13,149	\$475.99
400004127	HERNANDEZ/PEDRO RIVERA	ORIGINAL TOWN S 31.9' E 2/3 OF LT 1 BLK 54	1,280	\$46.34
400004135	WING PROPERTIES INC	ORIGINAL TOWN W 1/3 LT 1 BLK 54	-	\$0.00
400004143	WING EMPIRE INC	ORIGINAL TOWN LT 2 BLK 54	18,620	\$674.04
400004151	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 3 BLK 54	-	\$0.00
400004178	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 4 BLK 54	-	\$0.00
400004186	WAYNE/JOHN W & TERESA A	ORIGINAL TOWN N 1/2 W 2/3 LT 6 & N 1/2 LT 5 BLK 54	21,914	\$793.29
400004194	KATROUZOS/GUS G	ORIGINAL TOWN S 60' W 1/3 LT 5 BLK 54	3,924	\$142.05
400004208	KATROUZOS/GUS G	ORIGINAL TOWN S 60' W 16' E 2/3 LT 5 BLK 54	1,856	\$67.19

Approved as to Form	by _____
February 8, 2019	City Attorney

RESOLUTION 2019-BE-2

400004216	WING PROPERTIES INC	ORIGINAL TOWN E 28' S 1/2 LT 5 & N 6' W 38' S 1/2 LT 5 BLK 54	5,544	\$200.69
400004224	WING PROPERTIES INC	ORIGINAL TOWN W 22' S 1/2 LT 6 BLK 54	4,356	\$157.69
400004232	WING PROPERTIES INC	ORIGINAL TOWN E 22' W 44' S 1/2 & E 22' LT 6 BLK 54	8,712	\$315.37
400004240	WING PROPERTIES INC	ORIGINAL TOWN W 1/3 LT 7 BLK 54	8,228	\$297.85
400004259	WING PROPERTIES INC	ORIGINAL TOWN C 1/3 LT 7 BLK 54	7,304	\$264.40
400004275	WING PROPERTIES INC	ORIGINAL TOWN LT 8 & E 1/3 OF LT 7 XC 15' X 15' X 15' SOLD TO CITY BLK 54	23,929	\$866.23
400004305	URBAN ISLAND LLC	ORIGINAL TOWN N 1/2 LT 1 BLK 55	12,184	\$441.06
400004313	URBAN ISLAND LLC	ORIGINAL TOWN N 44' OF S 1/2 LT 1 BLK 55	5,280	\$191.14
400004321	IRVINE/VIRGINIA	ORIGINAL TOWN S 22' LT 1 BLK 55	1,320	\$47.78
400004348	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 1/2 LT 3 & ALL LT 2 BLK 55	-	\$0.00
400004356	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 1/2 W 1/2 LT 3 & N 1/2 LT 4 BLK 55	-	\$0.00
400004364	HOETFELKER/RUSSELL L	ORIGINAL TOWN S 1/2 W 1/2 LT 3 & S 1/2 LT 4 BLK 55	18,975	\$686.90
400004372	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 67.5' LT 5 BLK 55	-	\$0.00
400004380	ARMSTRONG/MATTHEW E & JANELLE A	ORIGINAL TOWN N 20' S 64.5' LT 5 BLK 55	3,720	\$134.66
400004399	ERIVES ENTERPRISES LLC	ORIGINAL TOWN S 44.5' LT 5 BLK 55	8,530	\$308.79
400004402	FAMOS CONSTRUCTION INC	ORIGINAL TOWN W 2/3 LT 6 BLK 55	15,576	\$563.85
400004429	CAMPOS/ARTHUR V & JEANENE	ORIGINAL TOWN E 1/3 LT 6 BLK 55	7,568	\$273.96
400004437	NEPPL/KAREN	ORIGINAL TOWN W 1/3 LT 7 BLK 55	5,874	\$212.64
400004445	HEDDE BUILDING LLC	ORIGINAL TOWN E 2/3 LT 7 BLK 55	18,836	\$681.86
400004461	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN W 1/3 LT 8 BLK 55	9,504	\$344.04

RESOLUTION 2019-BE-2

400004488	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN C 1/3 LT 8 BLK 55	9,504	\$344.04
400004496	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN E 1/3 LT 8 BLK 55	11,744	\$425.13
400004518	UNION PACIFIC RAILROAD	ORIGINAL TOWN N OF BLKS 55 & 56 134.5' X 550' UP RR ROW	35,460	\$1,283.65
400004526	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 68' LT 1 & ALL LT 2 & E 1/2 LT 3 BLK 56	-	\$0.00
400004534	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 22' S 42' & W 6' S 20' LT 1 BLK 56	-	\$0.00
400004542	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 22' S 64' LT 1 BLK 56	-	\$0.00
400004550	DOWNTOWN CENTER LLC	ORIGINAL TOWN S 20' E 60' LT 1 BLK 56	-	\$0.00
400004569	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL LT 4 & W 1/2 LT 3 BLK 56	-	\$0.00
400004577	MAYHEW/CARL & SUSAN A	ORIGINAL TOWN W 1/3 LT 5 BLK 56	7,964	\$288.30
400004585	TRINTOWN LLC	ORIGINAL TOWN E 2/3 LT 5 BLK 56	16,632	\$602.08
400004593	POHL/HELEN E & JAMES A	ORIGINAL TOWN LT 6 BLK 56	17,424	\$630.75
400004615	JOHNSON/DUANE A & DEE ANN	ORIGINAL TOWN LT 7 BLK 56	24,948	\$903.12
400004623	DOWNTOWN CENTER LLC	ORIGINAL TOWN LT 8 BLK 56	41,938	\$1,518.16
400004631	CITY OF G I PARK LOT	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 1/2 LT 1 & ALL LTS 2-3 & 4 BLK 57	-	\$0.00
400004658	J & B RENTALS LLC	ZILLER SUB LT 1	17,424	\$630.75
400004666	THE GRAND FOUNDATION, INC	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 2/3 LT 6 BLK 57	10,968	\$397.04
400004674	T & S LAND DEVELOPMENT, LLC	ORIGINAL TOWN LT 7 BLK 57	26,136	\$946.12
400004682	OVERLAND BUILDING CORP	ORIGINAL TOWN LT 8 BLK 57	21,232	\$768.60
400004690	FIRSTIER BANK NATIONAL ASSOC	ORIGINAL TOWN LTS 1 & 2 BLK 58	698	\$25.27
400004704	FIRSTIER BANK NATIONAL ASSOC	ORIGINAL TOWN N 1/2 LT 4 & N 1/2 LT 3 BLK 58	-	\$0.00

RESOLUTION 2019-BE-2

400004712	FIRSTIER BANK NATIONAL ASSOC	ORIGINAL TOWN LT 5 & W 22' LT 6 BLK 58	17,608	\$637.41
400004720	FIRSTIER BANK NATIONAL ASSOC	ORIGINAL TOWN S 1/2 LT 3 & S 1/2 LT 4 BLK 58	-	\$0.00
400004739	STELK/MARK D	JENSEN SUB LT 1	2,024	\$73.27
400004747	CALDERON/ELISEO & JESSICA	ORIGINAL TOWN W 1/3 LT 7 BLK 58	2,634	\$95.35
400004755	LINDNER-BOMBECK TRUSTEE/MARILYN A	ORIGINAL TOWN C 1/3 LT 7 BLK 58	2,376	\$86.01
400004763	GALVAN/JESUS G & VICTORIA	PRENSA LATINA SUB LT 1	1,892	\$68.49
400004771	CALDERON/ELISEO & JESSICA	PRENSA LATINA SUB LT 2	2,024	\$73.27
400004798	STELK/MARK D	PRENSA LATINA SUB LT 4	4,245	\$153.67
400004801	STELK/MARK D & WANDA L	PRENSA LATINA SUB LT 3	4,240	\$153.49
400004828	MEAD BUILDING CENTERS	ORIGINAL TOWN N 102.5' LT 1 & ALL LT 2 BLK 59	13,464	\$487.40
400004844	O'CONNER TRUSTEE/RAYMOND J	ORIGINAL TOWN S 29.5' LT 1 BLK 59	-	\$0.00
400004852	THIRD CITY ARCHERS INC	ORIGINAL TOWN S 99' LT 4 & ALL LT 3 BLK 59	7,992	\$289.31
400004860	MEAD BUILDING CENTERS	ORIGINAL TOWN N 33' LT 4 BLK 59	6,996	\$253.26
400004879	SPIRIT IN THE SKY LLC	ORIGINAL TOWN LT 5 BLK 59	8,712	\$315.37
400004887	LUCERO/JOSE LUIS & AURA	ORIGINAL TOWN E 23' W 46' LT 6 BLK 59	3,251	\$117.69
400004895	GERDES/LARRY C & MARY ANN	ORIGINAL TOWN W 23' LT 6 BLK 59	2,998	\$108.53
400004909	BERTA/GARY J & BILLIE J	ORIGINAL TOWN E 20' LT 6 & W 1/2 LT 7 BLK 59	2,100	\$76.02
400004917	T SQUARED PROPERTIES LLC	ORIGINAL TOWN W 22' E 1/2 LT 7 BLK 59	4,972	\$179.99
400004925	T SQUARED PROPERTIES LLC	ORIGINAL TOWN E 11' LT 7 & ALL LT 8 BLK 59	17,787	\$643.89
400005050	D & A INVESTMENTS LLC	ORIGINAL TOWN S 44' LT 1 BLK 62	2,904	\$105.12
400005069	D & A INVESTMENTS LLC	ORIGINAL TOWN N 88' LT 1 BLK 62	5,808	\$210.25

RESOLUTION 2019-BE-2

400005077	D & A INVESTMENTS LLC	ORIGINAL TOWN LT 2 BLK 62	8,712	\$315.37
400005085	NORTHWESTERN PUBLIC SERVICE COMPANY	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND S 66' LT 4 & N 66' E 57' LT 3 & S 66' LT 3 BLK 62	7,524	\$272.37
400005093	D & A INVESTMENTS LLC	ORIGINAL TOWN N 66' W 9' LT 3 & N 66' LT 4 BLK 62	1,585	\$57.38
400005166	GRAND ISLAND ENTREPRENEURIAL	ORIGINAL TOWN LTS 1 & 2 BLK 63	30,956	\$1,120.61
400005174	GRAND ISLAND ENTREPRENEURIAL	ORIGINAL TOWN E 2/3 LT 3 BLK 63	17,424	\$630.75
400005182	MASONIC TEMPLECRAFT ASSO OF GI	ORIGINAL TOWN W 1/3 LT 3 & E 1/3 LT 4 BLK 63	11,616	\$420.50
400005190	GUERRERO/ROCIO A ESPARZA	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND W 2/3 LT 4 BLK 63	11,616	\$420.50
400005204	WARDENS & VESTRYMEN OF ST	ST. STEPHENS SUB TO THE CITY OF GRAND ISLAND LT 1	15,561	\$563.31
400005212	WARDENS & VESTRY ST STEPHENS	ST. STEPHENS SUB TO THE CITY OF GRAND ISLAND LT 2	-	\$0.00
400005220	HACK/MONTE C & SHERI S	ORIGINAL TOWN S 88' LT 8 BLK 63	1,668	\$60.38
400005239	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN N 44' LT 8 BLK 63	8,712	\$315.37
400005247	NIELSEN/THOMAS L & LOIS E	ORIGINAL TOWN E 1/3 LT 1 BLK 64	8,657	\$313.38
400005255	HAND/CRAIG C	ORIGINAL TOWN C 1/3 LT 1 BLK 64	7,243	\$262.20
400005263	BOWEN/STEPHEN T & JACQUELINE E	ORIGINAL TOWN W 1/3 LT 1 BLK 64	6,496	\$235.16
400005271	PHAM/TAMMY	ORIGINAL TOWN E 44' LT 2 BLK 64	11,000	\$398.20
400005298	VANWINKLE LIMITED LLC	ORIGINAL TOWN W 1/3 LT 2 BLK 64	4,375	\$158.38
400005301	DOUBLE S PROPERTIES LLC	ORIGINAL TOWN E 1/3 LT 3 BLK 64	8,448	\$305.82
400005328	SARIA E/JOSE ISIDRO	ORIGINAL TOWN W 2/3 LT 3 BLK 64	16,896	\$611.64
400005336	GERDES/GALEN E & TAMERA M	ORIGINAL TOWN LT 4 BLK 64	26,136	\$946.12
400005344	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 5 BLK 64	-	\$0.00

RESOLUTION 2019-BE-2

400005352	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 6 & 7 BLK 64	-	\$0.00
400005360	WAGONER/MICHAEL	ORIGINAL TOWN N 22' LT 8 BLK 64	4,158	\$150.52
400005379	TAYLOR/TERRY N & SUSAN M	ORIGINAL TOWN S 1/2 N 1/3 LT 8 BLK 64	4,136	\$149.72
400005387	PERFORMANCE PLUS LIQUIDS, INC	ORIGINAL TOWN N 44' S 88' LT 8 BLK 64	8,712	\$315.37
400005395	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND S 44' LT 8 BLK 64	-	\$0.00
400005409	HEDDE BUILDING LLC	ORIGINAL TOWN LT 1 BLK 65	33,840	\$1,225.01
400005417	NIELSEN/THOMAS L & LOIS E	ORIGINAL TOWN E 1/3 LT 2 BLK 65	8,712	\$315.37
400005425	TAKE FLIGHT INVESTMENTS LLC	ORIGINAL TOWN C 1/3 LT 2 BLK 65	8,316	\$301.04
400005433	ARCHWAY PARTNERSHIP	ORIGINAL TOWN W 1/3 LT 2 BLK 65	6,666	\$241.31
400005441	BARTENBACH REAL ESTATE, LLC	ORIGINAL TOWN E 1/3 LT 3 BLK 65	4,884	\$176.80
400005468	IGLESIA EVANGELICA PENTECOSTES	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND C 1/3 LT 3 BLK 65	7,304	\$264.40
400005476	SPOTANSKI/MARK & TERESA	ORIGINAL TOWN W 1/3 LT 3 BLK 65	7,920	\$286.70
400005484	HOFFER/ALLEN & LINDA	ORIGINAL TOWN E 1/3 LT 4 BLK 65	7,920	\$286.70
400005492	WALD 12 PROPERTIES LLC	ORIGINAL TOWN W 2/3 LT 4 BLK 65	16,494	\$597.08
400005506	J & B RENTALS LLC	ORIGINAL TOWN S 44' N 1/2 LT 5 BLK 65	8,536	\$309.00
400005514	TAYLOR/TERRY N & SUSAN M	ORIGINAL TOWN N 22' LT 5 BLK 65	4,356	\$157.69
400005522	J O ENTERPRISES INC	ORIGINAL TOWN S 1/2 LT 5 BLK 65	8,148	\$294.96
400005530	J & B RENTALS LLC	ORIGINAL TOWN W 1/3 LT 6 BLK 65	5,128	\$185.63
400005549	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN E 2/3 LT 6 BLK 65	14,048	\$508.54
400005557	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN W 1/2 LT 7 BLK 65	9,900	\$358.38



RESOLUTION 2019-BE-2

400005565	C & S GROUP LLC	ORIGINAL TOWN N 55' E 1/2 LT 7 & N 55' LT 8 BLK 65	-	\$0.00
400005573	C & S GROUP LLC	ORIGINAL TOWN PT W 18.9' E 1/2 LT 7 & N 29.9' E 14.1' LT 7 & W 29' OF C 22' OF E 1/2 LT 7 & N 29.9' OF S 55' LT 8 XC N 6' S 31.1' E 40' LT 8 BLK 65	5,430	\$196.57
400005581	PARMLEY/DAVID J	ORIGINAL TOWN C 22' E 4' LT 7 & C 22' LT 8 BLK 65	4,620	\$167.24
400005603	C & S GROUP LLC	ORIGINAL TOWN S 25.1' E 14.1' LT 7 & S 25.1' LT 8 & N 6' S 31.1' E 40' LT 8 BLK 65	6,720	\$243.26
400005611	GARCIA/JUAN FRANCISCO	ORIGINAL TOWN LTS 1 & 2 BLK 66	52,272	\$1,892.25
400005638	FRANCO ENTERTAINMENT, LLC	ORIGINAL TOWN W 2/3 LT 3 XC W 17.5' OF S 44' BLK 66	12,358	\$447.36
400005646	VIPPERMAN/JOHN FREDRICK	ORIGINAL TOWN E 1/3 LT 3 BLK 66	8,712	\$315.37
400005654	DUDA/JAMES G	ORIGINAL TOWN N 88' E 1/3 LT 4 BLK 66	5,094	\$184.40
400005662	ARENDS/SIERRA	ORIGINAL TOWN N 88' C 1/3 LT 4 BLK 66	5,148	\$186.36
400005670	WING EMPIRE INC	ORIGINAL TOWN N 80' W 1/3 LT 4 BLK 66	4,620	\$167.24
400005689	TOWER 217, LLC	ORIGINAL TOWN W 17 1/2' S 44' LT 3 & N 8' S 52' W 22' & S 44' LT 4 BLK 66	27,104	\$981.16
400005697	PEACEFUL ROOT LLC	ORIGINAL TOWN W 1/3 LT 6 & ALL LT 5 BLK 66	27,407	\$992.13
400005700	PEACEFUL ROOT LLC	ORIGINAL TOWN E 2/3 LT 6 & W 1/3 LT 7 BLK 66	21,780	\$788.44
400005719	RAWR HOLDINGS LLC	ORIGINAL TOWN E 2/3 LT 7 BLK 66	7,832	\$283.52
400005721	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 100 (1ST FLOOR)~	3,139	\$113.63
400005722	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 101 (FIRST FLOOR)~	3,260	\$118.01
400005723	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 201 (2ND FLOOR)	7,049	\$255.17
400005725	GRAND ISLAND REAL ESTATE	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 301 (3RD FLOOR)	7,223	\$261.47
400005727	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 001	8,406	\$304.30

RESOLUTION 2019-BE-2

		(BASEMENT)		
400005729	OLD CITY HALL COND ASSO INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME(COMMON AREA)	3,753	\$135.86
400005735	CITY OF GI	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 1/2 BLK 67	-	\$0.00
400005743	COUNTY OF HALL NEBRASKA	ORIGINAL TOWN S 1/2 BLK 67	8,945	\$323.81
400005751	CITY OF GRAND ISLAND	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 1/3 LT 2 & ALL LT 1 BLK 68	-	\$0.00
400005786	S & V INVESTMENTS LLC	SV SUB LT 1	10,560	\$382.27
400006685	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLK 78 & VACATED ALLEY	49,773	\$1,801.78
400006707	EQUITABLE BLDG & LOAN ASSN/THE	ORIGINAL TOWN LT 1 BLK 79	434	\$15.71
400006715	EQUITABLE BLDG & LOAN ASSN OF GI	ORIGINAL TOWN LT 2 BLK 79	-	\$0.00
400006723	EQUITABLE BLDG & LOAN ASSN/THE	ORIGINAL TOWN S 44' LT 3 & S 44' LT 4 BLK 79	8,690	\$314.58
400006766	EQUITABLE BLDG & LOAN ASSN OF GI	ORIGINAL TOWN N 26' 10.5 LT 8 BLK 79	-	\$0.00
400006774	EQUITABLE BLDG & LOAN ASSN OF G I	ORIGINAL TOWN S 17' 1.5 N 44' LT 8 BLK 79	-	\$0.00
400006782	EQUITABLE BLDG & LOAN ASSN OF G I	ORIGINAL TOWN S 88' LT 8 BLK 79	-	\$0.00
400006790	CALDERON/ELISEO & JESSICA	ORIGINAL TOWN E 22' LT 4 & W 22' LT 3 BLK 80	17,600	\$637.12
400006809	CALDERON/ELISEO & JESSICA	ORIGINAL TOWN W 44' LT 4 BLK 80	17,864	\$646.68
400006812	NORTHWESTERN BELL TELE CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 5-6-7 BLK 80	86,184	\$3,119.86
400006820	NORTHWESTERN BELL TELE CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 44' LT 8 BLK 80	-	\$0.00
400006839	MCDERMOTT/NIELS C & VIRGINIA A	ORIGINAL TOWN C 1/3 LT 8 BLK 80	2,836	\$102.66
400006847	HALL CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 1-2 & E 44' LT 3 BLK 80	30,263	\$1,095.52
400006863	MITCHELL/DEREK L & RUTH E	ORIGINAL TOWN S 44' LT 8 BLK 80	2,904	\$105.12

RESOLUTION 2019-BE-2

400006871	VICTORY BIBLE FELLOWSHIP OF THE GRAND ISLAND AREA CHAMBER OF COMMERCE	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 1 BLK 81	34,752	\$1,258.02
400006898	TRAMPE/RONALD EUGENE	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 2/3 LT 2 BLK 81	12,760	\$461.91
400006901	TINAJERO/FRANCISCO	ORIGINAL TOWN W 1/3 LT 2 BLK 81	2,420	\$87.60
400006928	ENCINGER ENTERPRISES LLC	ORIGINAL TOWN E 1/3 LT 3 BLK 81	2,464	\$89.20
400006936	KRAUSS ENTERPRISES LLC	ORIGINAL TOWN C 1/3 LT 3 BLK 81	7,106	\$257.24
400006944	MEHRING & SHADA PROPERTIES LLC	ORIGINAL TOWN W 1/3 LT 3 & ALL 4 BLK 81	4,860	\$175.93
400006952	MEHRING & SHADA PROPERTIES LLC	ORIGINAL TOWN LT 5 BLK 81	5,868	\$212.42
400006960	WHEELER STREET PARTNERSHIP	ORIGINAL TOWN LT 6 BLK 81	2,426	\$87.82
400006979	WHEELER ST PARTNERSHIP	ORIGINAL TOWN LT 7 & S 2/3 LT 8 BLK 81	10,540	\$381.55
400006987	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN N 1/3 LT 8 BLK 81	7,656	\$277.15
400006995	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LT 1 & PT VAC ALLEY BLK 82	-	\$0.00
400007002	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LT 2 & PT VAC ALLEY BLK 82	4,742	\$171.66
400007010	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LT 3 & PT VAC ALLEY BLK 82	-	\$0.00
400007029	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LT 4 & PT VAC ALLEY BLK 82	-	\$0.00
400007037	GRAND ISLAND LIEDERKRANZ	ORIGINAL TOWN LTS 5-6-7-8 & PT VAC ALLEY BLK 82	29,053	\$1,051.72
400007223	CITY OF G I	ORIGINAL TOWN PT LTS 1-2-3 & 4 BLK 87	33,632	\$1,217.48
400007304	DODGE & ELK PARK LOTS	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLK 88	-	\$0.00
400007312	OLD ELKS BUILDING DEVEL LLC	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND PT BLK 89	-	\$0.00
400007320	HALL CO	ORIGINAL TOWN N 60' FR LTS 1 & 2 & N 60' OF E 24' OF LT 3 BLK 89	17,122	\$619.82
400039605		COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 1	27,476	\$994.63

RESOLUTION 2019-BE-2

400039613	HALL CO	COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 2	-	\$0.00
400039621	HALL CO	COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 3	-	\$0.00
400039648	HALL CO	COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 4	-	\$0.00
400135868	L.P.B. LLC	GILBERT'S SUB NORTH, PART OF BLK 79, ORIGINAL TOWN 22' X 99' LT A	2,904	\$105.12
400135876	EQUITABLE BUILDING & LOAN ASSOC	GILBERT'S SUB NORTH, PART OF BLK 79, ORIGINAL TOWN LT B	1,452	\$52.56
400143259	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 102	939	\$33.99
400143267	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 103	1,364	\$49.38
400143275	EQUITABLE BUILDING & LOAN ASSN/THE	THE YANCEY, A CONDOMINIUM UNIT 104	3,367	\$121.89
400143283	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 201A	3,616	\$130.90
400143291	DEVCO INVESTMENT CORPORATION	THE YANCEY, A CONDOMINIUM UNIT 301	787	\$28.49
400143305	GEORGE/MOLLIE JO	THE YANCEY, A CONDOMINIUM UNIT 302	567	\$20.53
400143313	FARR/THOMAS M & NITA J	THE YANCEY, A CONDOMINIUM UNIT 303	730	\$26.43
400143321	ZINS/WILLIAM L	THE YANCEY, A CONDOMINIUM UNIT 304	734	\$26.57
400143348	HINRICHS/DARRELL D & MARLENE M	THE YANCEY, A CONDOMINIUM UNIT 305	910	\$32.94
400143356	BAXTER/DUDLEY D & DIANA K	THE YANCEY, A CONDOMINIUM UNIT 401	582	\$21.07
400143364	EDWARDS BUILDING CORP	THE YANCEY, A CONDOMINIUM UNIT 402	654	\$23.67
400143372	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 403	631	\$22.84
400143380	MEYER/RONNY A & LYNN M	THE YANCEY, A CONDOMINIUM UNIT 404	722	\$26.14
400143399	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 405	630	\$22.81
400143402	POWERS/YOLANDA L	THE YANCEY, A CONDOMINIUM UNIT 406	623	\$22.55

RESOLUTION 2019-BE-2

400143410	WHITE/AARON J	THE YANCEY, A CONDOMINIUM UNIT 407	900	\$32.58
400143429	LUCE/ERIC D	THE YANCEY, A CONDOMINIUM UNIT 501	582	\$21.07
400143437	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 502	671	\$24.29
400143445	QUALITY QTRS. LLC	THE YANCEY, A CONDOMINIUM UNIT 503	631	\$22.84
400143453	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 504	722	\$26.14
400143461	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 505	630	\$22.81
400143488	BERGHOLZ/MICHAEL J	THE YANCEY, A CONDOMINIUM UNIT 506	623	\$22.55
400143496	ALEXANDER/WENDY L	THE YANCEY, A CONDOMINIUM UNIT 507	900	\$32.58
400143518	ROE/JIM GAYLORD & ADRIANA	THE YANCEY, A CONDOMINIUM UNIT 601	582	\$21.07
400143526	ROE/JIM GAYLORD & ADRIANA	THE YANCEY, A CONDOMINIUM UNIT 602	671	\$24.29
400143534	SHAW/STEPHANIE A	THE YANCEY, A CONDOMINIUM UNIT 603	631	\$22.84
400143542	CLYNE/THOMAS B	THE YANCEY, A CONDOMINIUM UNIT 604	722	\$26.14
400143550	QUALITY QTRS LLC	THE YANCEY, A CONDOMINIUM UNIT 605	630	\$22.81
400143569	STEPHENS/ALEXA E	THE YANCEY, A CONDOMINIUM UNIT 606	623	\$22.55
400143577	SABELS/MARTIN C	THE YANCEY, A CONDOMINIUM UNIT 607	900	\$32.58
400143585	HINRICHS/DARRELL & MARLENE	THE YANCEY, A CONDOMINIUM UNIT 701	582	\$21.07
400143593	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 702	671	\$24.29
400143607	THE A-A-RON GROUP LLC	THE YANCEY, A CONDOMINIUM UNIT 703	631	\$22.84
400143615	BURTSCHER/JAN L	THE YANCEY, A CONDOMINIUM UNIT 704	722	\$26.14
400143623	CRUIKSHANK/LINDA	THE YANCEY, A CONDOMINIUM UNIT 705	630	\$22.81
400143631	WAINWRIGHT/TODD AARON	THE YANCEY, A CONDOMINIUM UNIT 706	623	\$22.55

RESOLUTION 2019-BE-2

400143658	VODEHNAL/LLOYD L	THE YANCEY, A CONDOMINIUM UNIT 707	900	\$32.58
400143666	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 801	582	\$21.07
400143674	KIRKWOOD/BRITTANY M	THE YANCEY, A CONDOMINIUM UNIT 802	671	\$24.29
400143682	ZAVALA/VINCENT & SHARON	THE YANCEY, A CONDOMINIUM UNIT 803	740	\$26.79
400143690	POEHLER/DAVID	THE YANCEY, A CONDOMINIUM UNIT 804	1,062	\$38.44
400143704	POWERS/YOLANDA L	THE YANCEY, A CONDOMINIUM UNIT 805	803	\$29.07
400143712	NELSON/JACK L	THE YANCEY, A CONDOMINIUM UNIT 806	1,001	\$36.24
400143720	HINRICHS/DARRELL D & MARLENE	THE YANCEY, A CONDOMINIUM UNIT 901	582	\$21.07
400143739	STEVENS/KARI	THE YANCEY, A CONDOMINIUM UNIT 902	671	\$24.29
400143747	DETLEFSEN/DARRELL F & LISA	THE YANCEY, A CONDOMINIUM UNIT 903	740	\$26.79
400143755	NICKERSON/MITCHELL & SUSAN	THE YANCEY, A CONDOMINIUM UNIT 904	1,062	\$38.44
400143763	DIZMANG/TAMMY L	THE YANCEY, A CONDOMINIUM UNIT 905	803	\$29.07
400143771	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 906	1,001	\$36.24
400143798	TODD/LINDA M	THE YANCEY, A CONDOMINIUM UNIT 1001	582	\$21.07
400143801	WOLFGRAM/DIANA & CHRISTIAN	THE YANCEY, A CONDOMINIUM UNIT 1002	671	\$24.29
400143828	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 1003	740	\$26.79
400143836	WHITEHEAD/DIANA L	THE YANCEY, A CONDOMINIUM UNIT 1004	1,062	\$38.44
400143844	MEGARD/JAY S	THE YANCEY, A CONDOMINIUM UNIT 1005	803	\$29.07
400143852	ADEN/STEVEN G	THE YANCEY, A CONDOMINIUM UNIT 1006	1,001	\$36.24
400143860	MYERS/JON M & CHANDRA L	THE YANCEY, A CONDOMINIUM UNIT 1101	582	\$21.07
400143879	PORTO/MARK T	THE YANCEY, A CONDOMINIUM UNIT 1102	671	\$24.29

RESOLUTION 2019-BE-2

400143887	BUCKLEY/LYNN A	THE YANCEY, A CONDOMINIUM UNIT 1103	740	\$26.79
400143895	PERFORMANCE PLUS LIQUIDS INC	THE YANCEY, A CONDOMINIUM UNIT 1104	1,062	\$38.44
400143909	BOLEY/LOREN E	THE YANCEY, A CONDOMINIUM UNIT 1105	803	\$29.07
400143917	AULNER/KRISTINE	THE YANCEY, A CONDOMINIUM UNIT 1106	1,001	\$36.24
400287218	ARTVEST III	THE YANCEY, A CONDOMINIUM UNIT 002	514	\$18.61
400287226	ARTVEST III	THE YANCEY, A CONDOMINIUM UNIT 001	2,068	\$74.86
400287390	ELLISON/ROXANN T	ORIGINAL TOWN W 18.9' OF E 33' OF S 25.1' LT 7 BLK 65	450	\$16.29
400292963	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 101	227	\$8.22
400292971	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 201B	437	\$15.82
400292998	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 201C	1,100	\$39.82
400293005	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 201D	839	\$30.37
400293498	UNION PACIFIC RAILROAD	MISCELLANEOUS TRACTS 15-11-9 TO CITY OF G I, PT NW 1/4, LOCATED S~OF BLKS 44-45-46-47-48 O.T.~	-	\$0.00
400293501	UNION PACIFIC RAILROAD	MISCELLANEOUS TRACTS 16-11-9 TO THE CITY OF GRAND ISLAND PT NE 1/4	-	\$0.00
400294982	HOME FEDERAL SAVINGS & LOAN	ORIGINAL TOWN PT LTS 1-2-3-4-7 & ALL 5 & 6 & PT VACATED ALLEY BLK 89	416	\$15.06
400325705	CALDERON/ELISEO & JESSICA	JENSEN SUB LT 2	1,650	\$59.73
400328798	MEAD BUILDING CENTERS	IMPROVEMENTS ONLY LOCATED ON NO OF BLK 59 O.T. MISC TRACTS 16-11-9 LANDOWNER: U NION PACIFIC RAILROAD	25,439	\$920.89
400367009	IGLESIA EVANGELICA PENTECOSTES	ZILLER SUB LT 2	16,254	\$588.39
400401681	GRAND ISLAND/CITY OF	WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND VACATED ST SOUTH OF LT 1	-	\$0.00
400424177	CITY OF GRAND ISLAND	ORIGINAL TOWN S 1/2 LT 1 BLK 57	-	\$0.00

RESOLUTION 2019-BE-2

400467186	GRAND ISLAND LIEDERKRANZ	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND PT LTS 1-2-3 & 4 BLK 87	-	\$0.00
400475235	CITY OF GRAND ISLAND	PARKING RAMP SUB TO THE CITY OF GRAND ISLAND LTS 1- 2-& 3	-	\$0.00
				\$66,873.74

Upon due and proper application received from the owner of any assessed tract or parcel, a tax credit may be provided in the amount of \$10.00 for each private parking space located upon the assessed tract or parcel, which credit shall be applied against the special tax due not to exceed the amount of the special assessment and tax. To qualify for credit, a parking space shall be of sufficient size for parking a passenger car or larger.

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Adopted by the City Council of the City of Grand Island, Nebraska, on February 12, 2019.

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item E-1

**Public Hearing on Request from Grand Island PR, Inc. dba Grand Island Pizza Ranch, 1016 Diers Avenue, Suite 124, Grand Island, Nebraska for a Class “A” Liquor License**

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

Staff Contact: RaNae Edwards

# Council Agenda Memo

**From:** RaNae Edwards, City Clerk

**Meeting:** February 12, 2019

**Subject:** Public Hearing on Request from Grand Island PR, Inc. dba Grand Island Pizza Ranch, 1016 Diers Avenue, Suite 124 for a Class “A” Liquor License

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

## Background

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

### **Declared Legislative Intent**

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

## Discussion

Grand Island PR, Inc. dba Grand Island Pizza Ranch, 1016 Diers Avenue, Suite 124 has submitted an application for a Class “A” Liquor License. A Class “A” Liquor License allows for the sale of beer on sale only inside the corporate limits of the city.

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

Also submitted was a request for Liquor Manager Designation for Greg Tatro, 1312 W. Koenig Street. Staff recommends approval contingent upon final inspections and completion of a state approved alcohol server/seller training program.

### **Alternatives**

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

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

### **Recommendation**

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

### **Sample Motion**

Move to approve the application for Grand Island PR, Inc. dba Grand Island Pizza Ranch, 1016 Diers Avenue, Suite 124 for a Class "A" Liquor License contingent upon final inspections and Liquor Manager Designation for Greg Tatro, 1312 W. Koenig Street contingent upon completion of a state approved alcohol server/seller training program.

02/06/19  
16:08

Grand Island Police Department  
LAW SUPPLEMENTAL NARRATIVE

318

Grand Island Police Department  
Supplemental Report

Date, Time: Wed Feb 06 13:58:31 ST 2019  
Reporting Officer: Vitera  
Unit- CID

Pizza Ranch is applying for a Class A (beer on sale only) Corporate Retail Liquor License, and Greg Tatro is applying to become the liquor manager. The owners of the business are listed as: Bradley and Tracy Clevennga, Tyler and Aja Sickles, Harlan and Terri Vander Griend, and Jessica Kenyon. The Clevennga's and the Sickles' are from Iowa and are currently living in Iowa. The Vander Griend's live in West Point, Nebraska. Jessica Kenyon and Greg Tatro each live in Grand Island. According to the application, Greg has lived here since 1985. Each female spouse signed a Spousal Affidavit of Non-Participation form.

I checked everyone involved through Spillman and NCJIS. I did not locate Bradley, Tyler, or Harlan in Spillman. Greg and Jessica have entries in Spillman. Greg didn't have anything which would indicate he has any criminal convictions out of Hall County. Jessica was referred to the County Attorney fifteen years ago on a Class II Misdemeanor Theft. Greg shows two convictions for speeding in NCJIS. Jessica has four convictions for speeding (1 of them was after the submission of the liquor license application) and a DUI conviction in 2006. I also checked all five people for warrants and driver's license information. None of them have outstanding arrest warrants, and it appears they all have a valid driver's license.

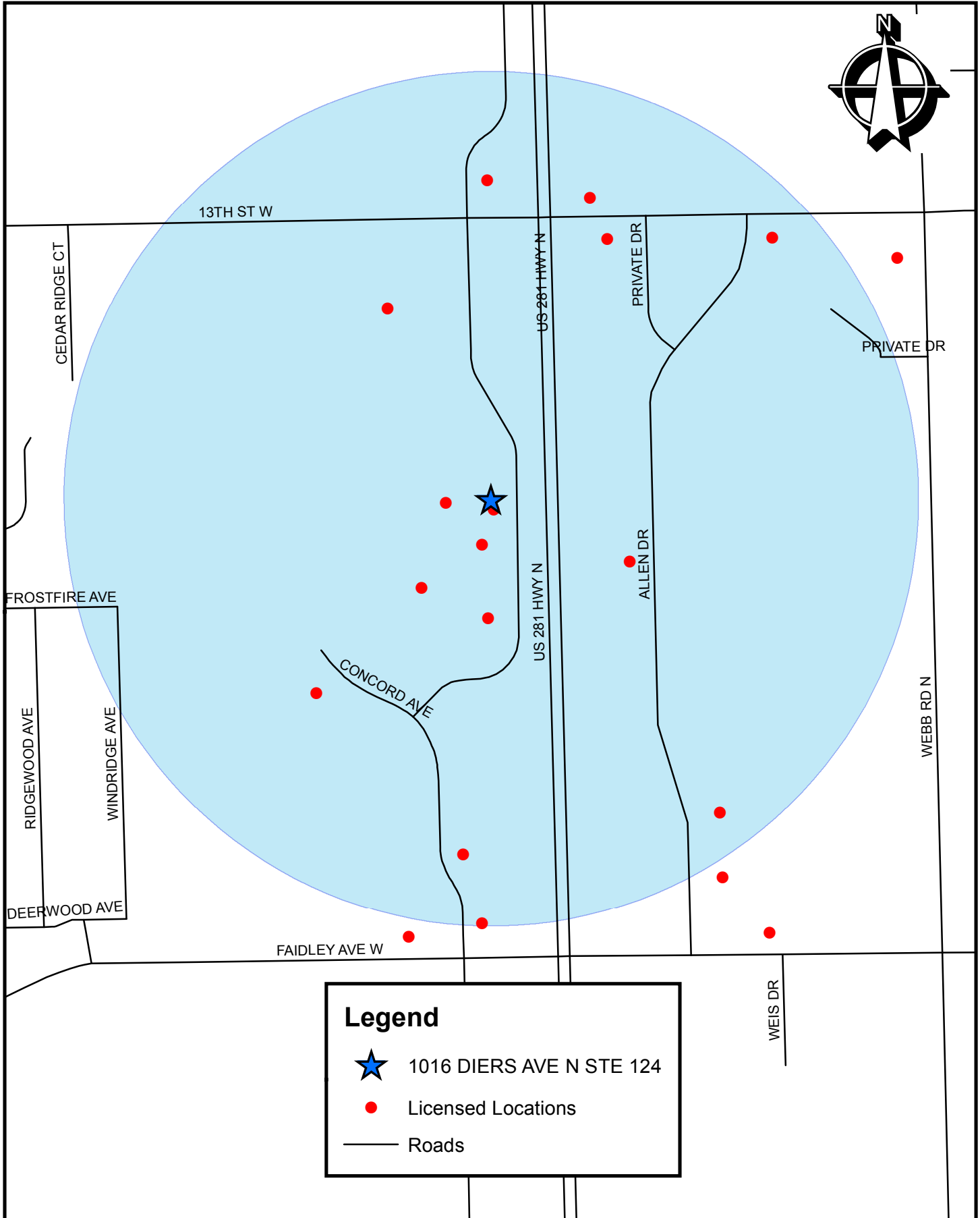
I scrolled through the application and didn't find anything out of the ordinary. With half of the owners living in Iowa, it makes it difficult to run criminal history checks on them since I'm prohibited from doing that for a non-criminal reason. The owners who live in West Point, Nebraska have absolutely no criminal history in Nebraska, and the owner who lives in Grand Island has no disqualifying convictions and only has a few speeding convictions in the last thirteen years. The manager who has lived in Grand Island since 1985 has only been convicted of speeding twice in that timeframe.

Nebraska State Patrol Investigator Joe Hansen and I went to the Pizza Ranch on 2/4/19 and met with Greg Tatro. Greg said he would be surprised if 10% of their revenue would come from beer sales. Investigator Hansen went through a check list of questions with Greg, and we toured the restaurant. Investigator Hansen and I didn't see any problems.

In summary, the Grand Island Police Department has no objection to the Pizza Ranch obtaining a Class A liquor license or to Greg Tatro becoming the liquor manager.

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Liquor License Application:  
Class "A": Grand Island PR, Inc. dba Grand Island Pizza Ranch





# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item E-2

### **Public Hearing on Acquisition of Utility Easement - 3230 E. Highway 34 - Fast Track Buildings & Construction**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** February 12, 2019

**Subject:** Acquisition of Utility Easement – 3230 E. U.S. Highway 34 – Fast Track Buildings & Construction, LLC

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

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of Fast Track Buildings & Construction and Bradley W. and Christina L. Shearer, through a part of Lot One (1), Meadow Lane Seventh Subdivision, in Hall County, Nebraska (3230 E. U.S. Highway 34), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

Fast Track Buildings & Construction has requested an electrical service for the property located at 3230 E. U.S. Highway 34. As part of the work the Utilities Department needs to install 3-phase cable and a pad-mounted transformer to provide service to the property. The proposed easement will allow the department to install, access, operate and maintain the electrical infrastructure at this location.

## **Alternatives**

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

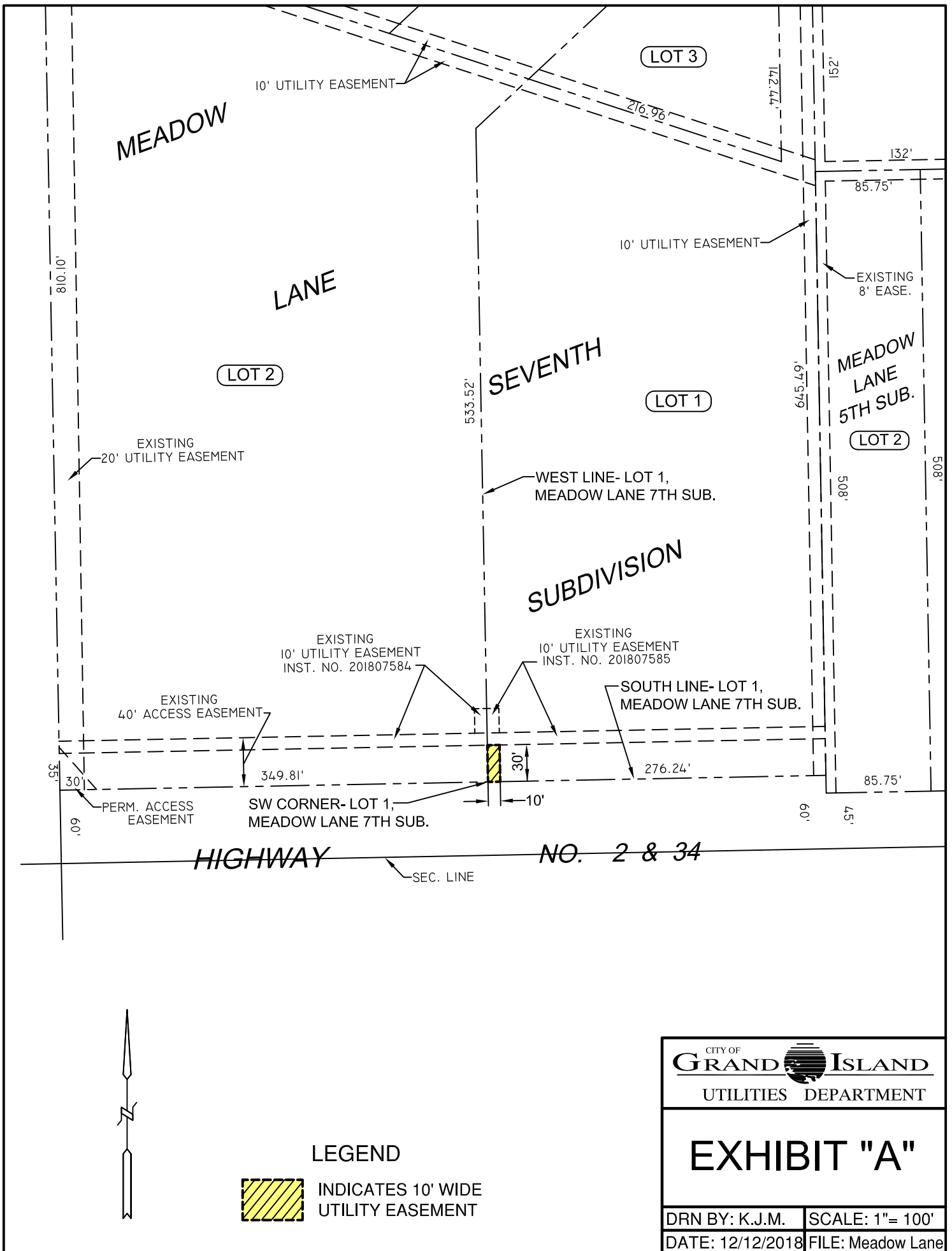
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.



**LEGEND**



INDICATES 10' WIDE UTILITY EASEMENT

CITY OF <b>GRAND ISLAND</b> UTILITIES DEPARTMENT	
<b>EXHIBIT "A"</b>	
DRN BY: K.J.M.	SCALE: 1"= 100'
DATE: 12/12/2018	FILE: Meadow Lane





# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item E-3

### **Public Hearing on Acquisition of Utility Easement - 3216 W. U.S. Highway 34 - NPT Trucking, LLC**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

# **Council Agenda Memo**

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

**Meeting:** February 12, 2019

**Subject:** Acquisition of Utility Easement – 3216 E. U.S. Highway  
34 – NPT Trucking, LLC

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

## **Background**

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of NPT Trucking, LLC, through a part of Lot Two (2), Meadow Lane Seventh Subdivision, in Hall County, Nebraska (3216 E. U.S. Highway 34), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

## **Discussion**

The property at 3216 E. U.S. Highway 34 is part of a new commercial development. The proposed easement will allow the Utilities Department to install, access, operate and maintain an underground power line, transformer and related electrical infrastructure to serve the new business at this location.

## **Alternatives**

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

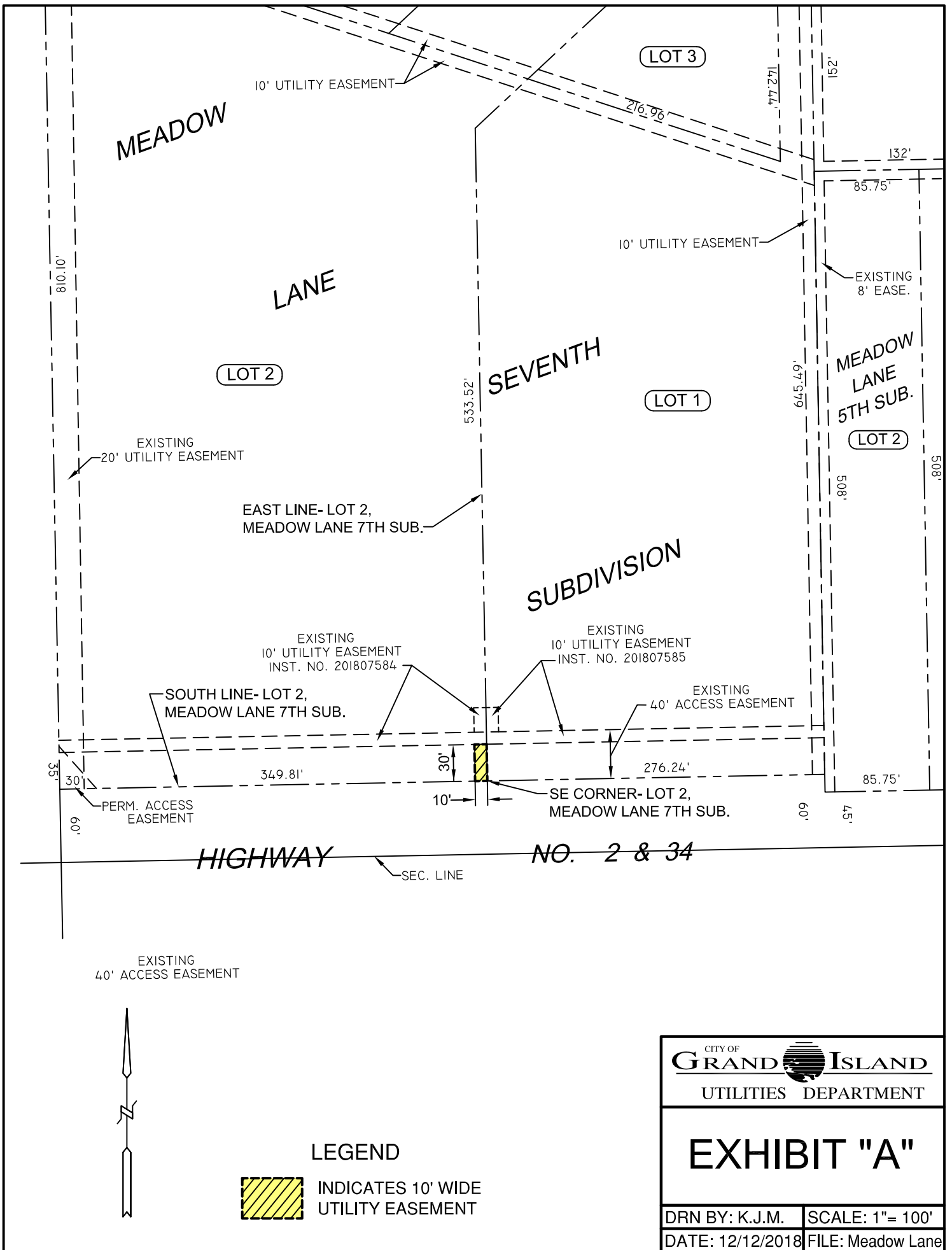
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

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

## **Sample Motion**

Move to approve acquisition of the Utility Easement.





# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item E-4

**Public Hearing on Redevelopment Plan for CRA Area #26 located South of Capital Avenue West of the Central Nebraska Railroad Line and North of 12th Street (Orchard, LLC/Hoppe Homes P.C.)**

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

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Chad Nabity, AICP  
**Meeting:** February 12, 2019  
**Subject:** Site Specific Redevelopment Plan for CRA Area #26  
**Presenter(s):** Chad Nabity, AICP CRA Director

## Background

In 2018, the Grand Island City Council declared property referred to as CRA Area #26 as blighted and substandard. The attached plan is a site specific redevelopment plan for property located within the area. This redevelopment plan would authorize the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation including demolition, installation of street, sewer, water and storm sewer infrastructure as well as some off street parking and community facilities.

Orchard Development/Hoppe Homes has submitted an application for tax increment financing to aid in the redevelopment of 23 acres of property located between Capital Avenue (south of Habitat for Humanity's Lassonde Subdivision) west of the Central Nebraska Railroad Tracks and north of 12<sup>th</sup> Street. The proposal would create 181 housing units with an average 2019 sale price of \$170,000. Staff has prepared a redevelopment plan for this property consistent with the TIF application.

The CRA reviewed the proposed development plan on November 14, 2018 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on December 5, 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 December 5, 2018. The Planning Commission approved Resolution 2019-03 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved Resolution 288 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 #26 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 the main floor of this building for commercial and 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 not to exceed 15 years on each phase of the project. The proposed bond for this project will be issued for the amount of \$6,000,000.

## **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 26  
November 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 26.**

**Executive Summary:**

**Project Description**

THE REDEVELOPMENT APPROXIMATELY 23 ACRES OF PROPERTY LOCATED BETWEEN CAPITAL AVENUE AND 12<sup>TH</sup> STREET WEST OF THE CENTRAL NEBRASKA RAIL ROAD TRACKS IN NORTHEAST GRAND ISLAND FOR THE DEVELOPMENT OF 180 LOTS FOR SINGLE FAMILY DETACHED AND ATTACHED HOUSING UNITS.

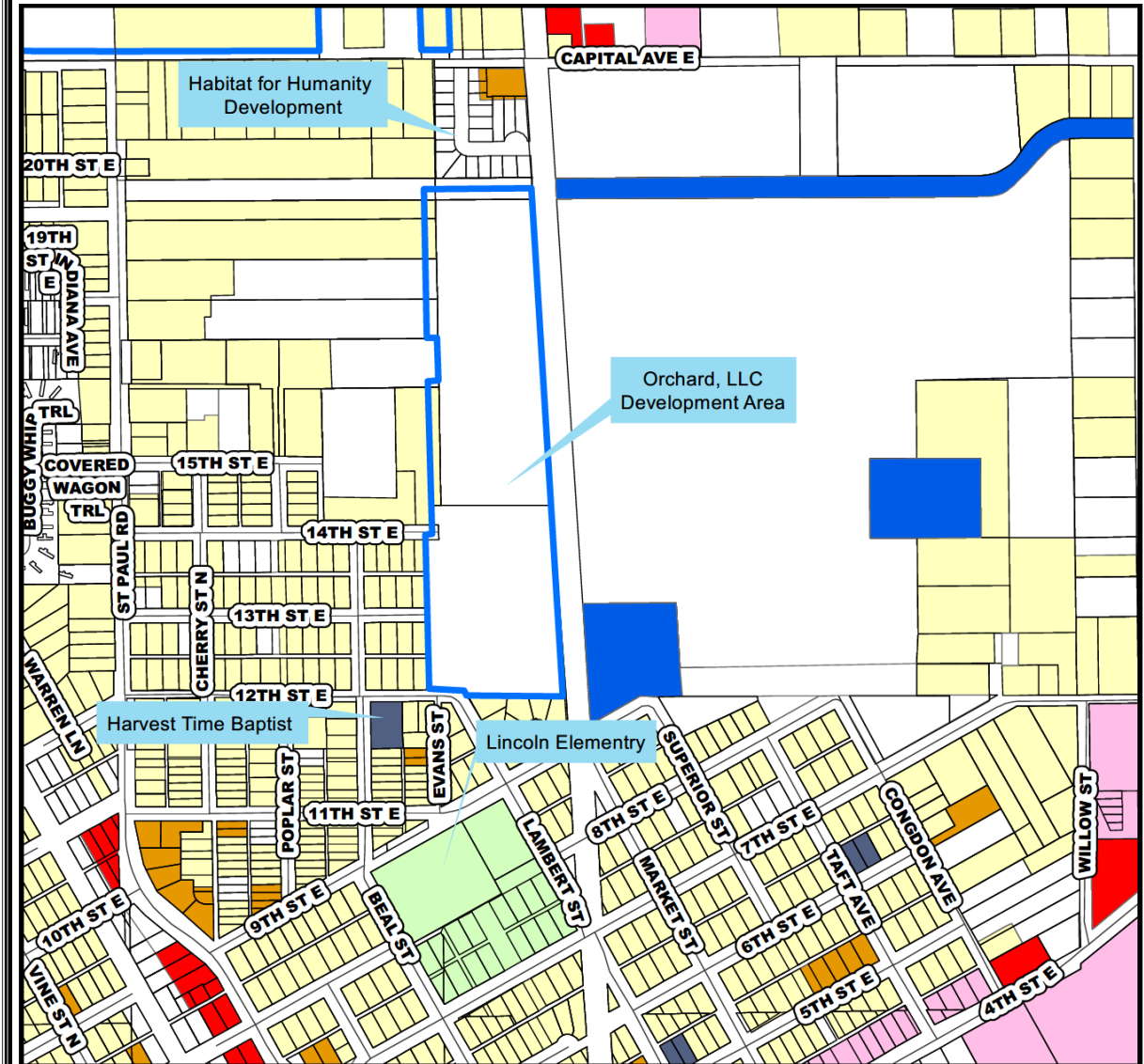
The use of Tax Increment Financing to aid in redevelopment expenses associated with platting and installing the necessary infrastructure (streets, sanitary sewer, water, and storm sewer) for the development of 180 residential lots being platted as The Orchard Subdivision in northeast Grand Island. The 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 180 housing units with an average 2019 sale price \$170,000. The 2014 Housing Study for the City of Grand Island identified a need of 1735 new housing units within the City by 2019. Between January 2014 and August 2018 a total of 1034 new units were permitted, leaving a deficit of over 700 units. This project and selling the houses for the cost of construction would not be feasible without the use of TIF.

Orchard LLC – Hoppe Homes, LP owns the property being platted as The Orchard Subdivision. This is vacant property that has been surrounded by developed and developing property for more than 100 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 multiple 15 year periods 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”)





**Legal Descriptions:** Property being platted as The Orchard Subdivision in the City of Grand Island, Hall County, Nebraska.

## EXISTING LAND USE LOCATION MAP



Scale: NONE  
For Illustration Purposes

### Legend

- |   |                               |   |              |
|---|-------------------------------|---|--------------|
|  | Orchard LLC, Development Area |  | Park; School |
|  | Church                        |  | Public       |
|  | Commercial                    |  | Residential  |
|  | Industrial                    |  | Vacant       |
|  | Multi-Family Residential      |   |              |



THE REGIONAL PLANNING COMMISSION of Hall County, Grand Island, Wood River and the Villages of Aida, Cairo and Doniphan, 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 2043 inclusive. The TIF contract will be structured so it can be amended each year for up to nine years to add the housing units to be completed during that year. No single property will be eligible for TIF for a period of more than 15 years.**

**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 development of the property for residential uses and the construction of houses in the project area as permitted in the R-3SL Medium Density Residential Small Lot 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. The plan anticipates that each phase of the development will constitute new effective date for the purposes of determining the period of fifteen years. 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 May 22, 2018.[§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 2019-011 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 prior to it being 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:***

This Redevelopment Plan for Area 26 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority.

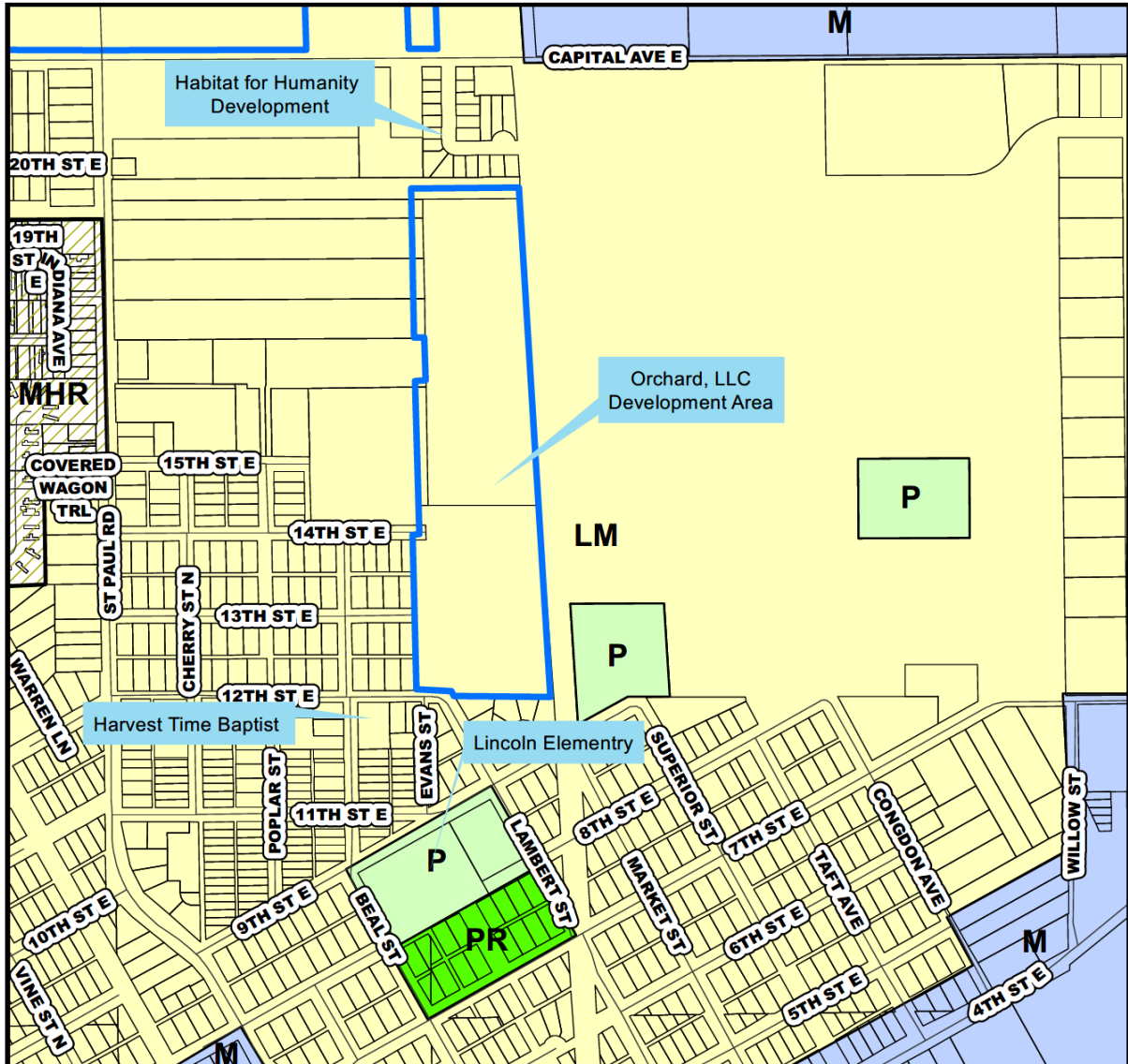
***b. Demolition and Removal of Structures:***

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

***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 low to medium density residential development. 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)]

## FUTURE LAND USE LOCATION MAP



Scale: NONE  
For Illustration Purposes

**Legend**

- |                                |                               |
|--------------------------------|-------------------------------|
| Orchard LLC, Development Area  | MHR - Mobile Home             |
| TA - Transitional Agriculture  | MO - Mixed Use Office         |
| DC - Down Town Commercial      | M - Manufacturing             |
| GC - General Commercial        | MUM - Mixed Use Manufacturing |
| HC - Highway Commercial        | P - Public                    |
| MUC - Mixed Use Commercial     | PR - Parks and Recreation     |
| LM - Low to Medium Residential |                               |



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

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 R-3SL Medium Density Small Lot Residential zone. No zoning changes are anticipated with this project. New streets are anticipated and needed to support this project and it is anticipated that TIF revenues will offset the costs of those improvements. No changes are anticipated in building codes or ordinances. No other planning changes contemplated. [§18-2103(b) and §18-2111]

***e. Site Coverage and Intensity of Use***

The property is zoned R-3SL This zoning district allows for up to 50% of the property to be covered with buildings and lot sizes ranging from 2100 square feet for Row houses to a minimum of 3000 square feet for single family detached homes. The proposed development meets those coverage and intensity of use requirements. [§18-2103(b) and §18-2111]

***f. Additional Public Facilities or Utilities***

Sanitary sewer and water are available to support this development. Both sanitary sewer and water will need to be extended throughout the site. TIF revenues will be used to offset the cost of these public utility improvements.

Electric utilities are sufficient for the proposed use of this property. Electric line will need to be extended throughout the property.

No other publicly owned 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.

**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 estimated a purchase value of \$2,000,000 as an eligible expense. The estimated costs of grading, streets, sanitary sewer, water and storm sewer is \$4,000,000

The total of the eligible expenses for this project is estimated by the developer at \$6,000,000.

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 \$6,000,000 from the proceeds of the TIF. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2021 through December 2043.

***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. 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 increasing the number of residential units within the City of Grand Island and encouraging infill development.

**8. Time Frame for Development**

Development of this project is anticipated to begin in the 2019 year. The subdivision will likely be built in three phases with approximately 60 lots per phase. The developer is anticipating construction of 20 units per year though this may be adjusted for market

demand. It is anticipated that the final homes in this development will be built in 2027 with the tax increment on those homes extending to 2042. Excess valuation should be available for the first homes built with this project for 15 years beginning with the 2021 tax year.

**9. Justification of Project**

The 2014 housing study for the City of Grand Island projected that by 2019 we would need an additional 1734 new housing units. Between January 1 of 2014 and August of 2018 permits for 1028 new housing units had been issued. The current housing market, a combination of the cost of producing housing and the prevailing wages, has not created a situation that gives the markets sufficient incentive to build the number housing units required to meet community needs. This lack of housing options impacts a variety of other areas within the community including work force development, overcrowding, maintenance of residential units and rents. This project will create new housing options in one of the oldest areas of the City. These new housing options include row houses along with townhomes and single family houses on smaller lots. All of this should lower the cost of construction and the overall sales price of the homes, making them more affordable.

**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.* (2019), the City of Grand Island has analyzed the costs and benefits of the proposed Redevelopment Project, including:

**Project Sources and Uses.** Approximately \$6,000,000 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$6,000,000 in private sector financing; a private investment of \$5.25 for every TIF and grant dollar investment.

Use of Funds	Source of Funds.		
	TIF Funds	Private Funds	Total
Site Acquisition	\$2,000,000	\$	\$2,000,000
Legal and Plan*		\$80,000	\$80,000
Financing Fees		\$20,000	\$20,000
Engineering/Arch		\$50,000	\$50,000
New Construction		\$31,000,000	\$31,000,000
On Site Improvements	\$4,000,000		\$4,000,000
Contingency	\$6,000,000	\$350,000	\$350,000
<b>TOTALS</b>	<b>\$6,000,000</b>	<b>\$31,500,000</b>	<b>\$37,500,000</b>

**Tax Revenue.** The property to be redeveloped is anticipated to have a January 1, 2019, valuation of approximately \$203,000. Based on the 2017 levy this would result in a real property tax of approximately \$4,573. It is anticipated that the assessed value will increase by \$39,800,000 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$890,000 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for the period of the bonds, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2019 assessed value:	\$ 203,000
Estimated value after completion	\$ 40,000,000
Increment value	\$ 39,797,000
Annual TIF generated (estimated)	\$ 890,000
TIF bond issue	\$ 6,000,000

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

The redevelopment project area currently has an estimated valuation of \$203,000. The proposed redevelopment will create additional valuation of \$39,800,000 over the course of the next nine years. The project creates additional valuation that will support taxing entities long after the project is paid off along with providing 181 additional housing units that can be built and sold for less than \$200,000.

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

Existing water and waste water facilities will not be negatively impacted by this development. The electric utility has sufficient capacity to support the development. This is infill development with services connecting to existing line with capacity. This development is likely to result in a larger number of students in the Lincoln Elementary School service area. Fire and police protection are available and should not be negatively impacted by this development though there will be some increased need for officers and fire fighters as the City continues to grow whether from this project or others.

Housing of the type proposed is likely to attract families to the neighborhood. Lincoln Elementary school is currently near or at capacity and this will likely cause some issues. The project is proposed for development at about 20 units per year so the impact will not be immediate.

***(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 for the residents of Grand Island. The National Homebuilders Association estimates that each new single family home is the

equivalent of 2.5 full time equivalent jobs so this development at 20 houses per year would represent an additional 50 FTE's within the city for the next nine years.

***(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 different from any other expanding business within the Grand Island area. Grand Island does have tight labor market and part of that is due to the availability and cost of housing. This development may help alleviate some of those pressures.

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

**This development will have an impact on the Grand Island School system and will likely result in additional students at both the elementary and secondary school levels.**

The average number of persons per household in Grand Island for 2012 to 2016 according the American Community Survey is 2.65. 181 additional households would house 480 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 92 school age children generated by this development. If this develops at a rate of 20 houses per year for 9 years approximately 10 children would be added to the school age population every year with this development. These 10 children will likely be spread over the full school age population from elementary to secondary school. According to the National Center for Educational Statistics<sup>1</sup> the 2015-16 enrollment for GIPS was 9,698 students and the cost per student in 2013-14 was \$12,343 of that \$5,546 is generated locally. The Grand Island Public School System was notified on October 16, 2018 that the CRA would be considering this application at their November 14, 2018 meeting.

***(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 2014 Housing Study for the City of Grand Island to create more than 1700 new dwelling units by 2019. It appears that the City of Grand Island will have added more than 1000 units by 2019 but that still leaves a deficit of the projected need of 700 units. The local housing market is not capable of producing the number of units needed at market rate given the costs of building and development.

**Time Frame for Development**

Development of this project is anticipated to be completed during between Spring of 2019 and the end of 2028. The base tax year should be calculated on the value of the

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<sup>1</sup> [https://nces.ed.gov/ccd/districtsearch/district\\_detail.asp?ID2=3100016](https://nces.ed.gov/ccd/districtsearch/district_detail.asp?ID2=3100016)



property as of January 1, 2019 for the first phase with each phase based on the preceeding year's valuation of the property included in the amendment for that year. Excess valuation should be available for this project 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 on each property or an amount not to exceed \$6,000,000 the projected amount of increment based upon the anticipated value of the project and current tax rate. Based on the estimates of the expenses of the rehabilitation the developer will spend at least \$6,000,000 on TIF eligible activities.



## BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

### Project Redeveloper Information

Business Name:

ORCHARD LLC - Hoppe Homes, LP

Address:

PO Box 6036 LINCOLN NE 68504

Telephone No.:

402 328 8100

Fax No.:

402 328 8104

Contact:

FRED HOPPE

Brief Description of Applicant's

Business:

land development & construction

proposed to subdivide land & build  
affordable housing for purchase or  
rent.

Present Ownership Proposed Project Site: ORCHARD LLC

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

see attached 128 Town homes, 40 row homes, 13 single family homes priced for entry level

If Property is to be Subdivided, Show Division Planned: see attached

VI. Estimated Project Costs:

Acquisition Costs:

- A. Land APX 2,000,000
- B. Building \$  
N/A

Construction Costs:

- A. Renovation or Building Costs: \$ 3,000,000 -  
APX \$ 1,000 X 180 plus \$ 350,000
- B. On-Site Improvements: \$ 4,000,000  
APX  
STREETS  
SEWER  
WATER  
SYSTEM

Soft Costs:

A. Architectural & Engineering Fees:

*APX* \$ 50,000

B. Financing Fees:

*APX* \$ 20,000

C. Legal/Developer/Audit Fees:

*APX* \$ 80,000

D. Contingency Reserves:

\$ 350,000

E. Other (Please Specify)

\$

TOTAL \$ 37,500,000

Total Estimated Market Value at Completion:

*APX* \$ 40,000,000

Source of Financing:

A. Developer Equity:

\$ 2,000,000

B. Commercial Bank Loan:

\$ 29,500,000

Tax Credits:

1. N.I.F.A.

*TO BE DETERMINED*

\$

2. Historic Tax Credits

\$

D. Industrial Revenue Bonds:

\$

E. Tax Increment Assistance:

\$ 6,000,000

F. Other

\$

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

ARCH & ENG: DESIGN ASSOCIATES C/O JACOBY WELLS RIMS

GC: HOPPE HOMES ATTN FRED HOPPE

see attached

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

(Please Show Calculations)

180 x 210,000 = 37,800,000

Project Construction Schedule:

3 Phases

180 units

Construction Start Date:

Phase I - 12/18

20 per year

Construction Completion Date:

Phase III 9/27

If Phased Project:

2019 Year 11 %

Complete

Year %

Complete

11% per year est

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:

LAND & INFRA STRUCTURE  
TIF ALLOWS US TO SELL  
HOUSES FOR CONST. COST.

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

MARKET VALUE \$210,000 EST  
SALE PRICE \$170,000  
TIF PAYS GAP 40,000

Using TIF to reduce sale price  
to construction cost.

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:

LEXINGTON	JOE PEPLIS A
LINCOLN-	DAVE LANDIS
GRAND ISLAND	CHAD NABITY

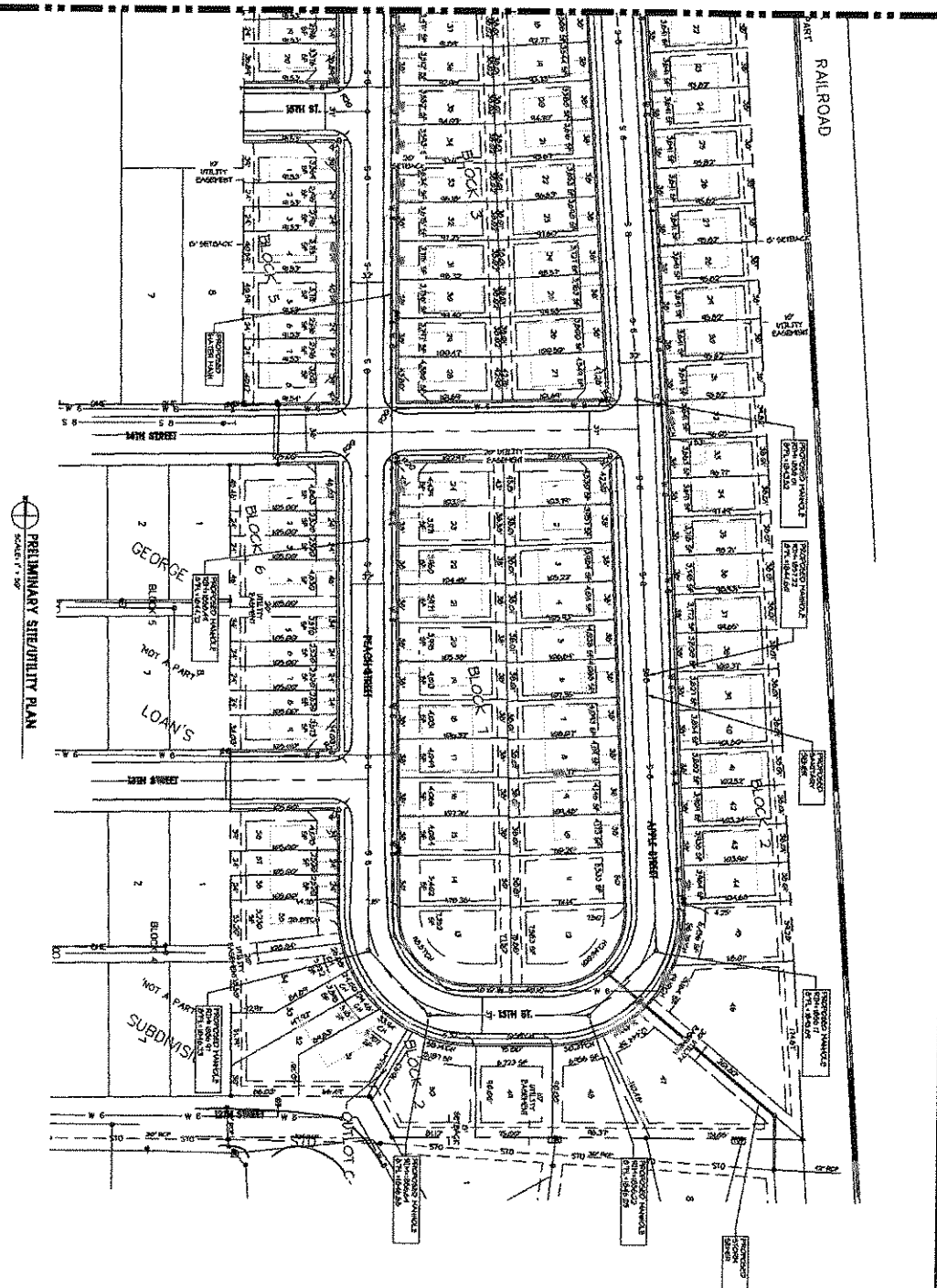
IV. Please Attach Applicant's Corporate/Business Annual Financial Statements for the Last Three Years.

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





MATCHLINE SEE SHEET C-2

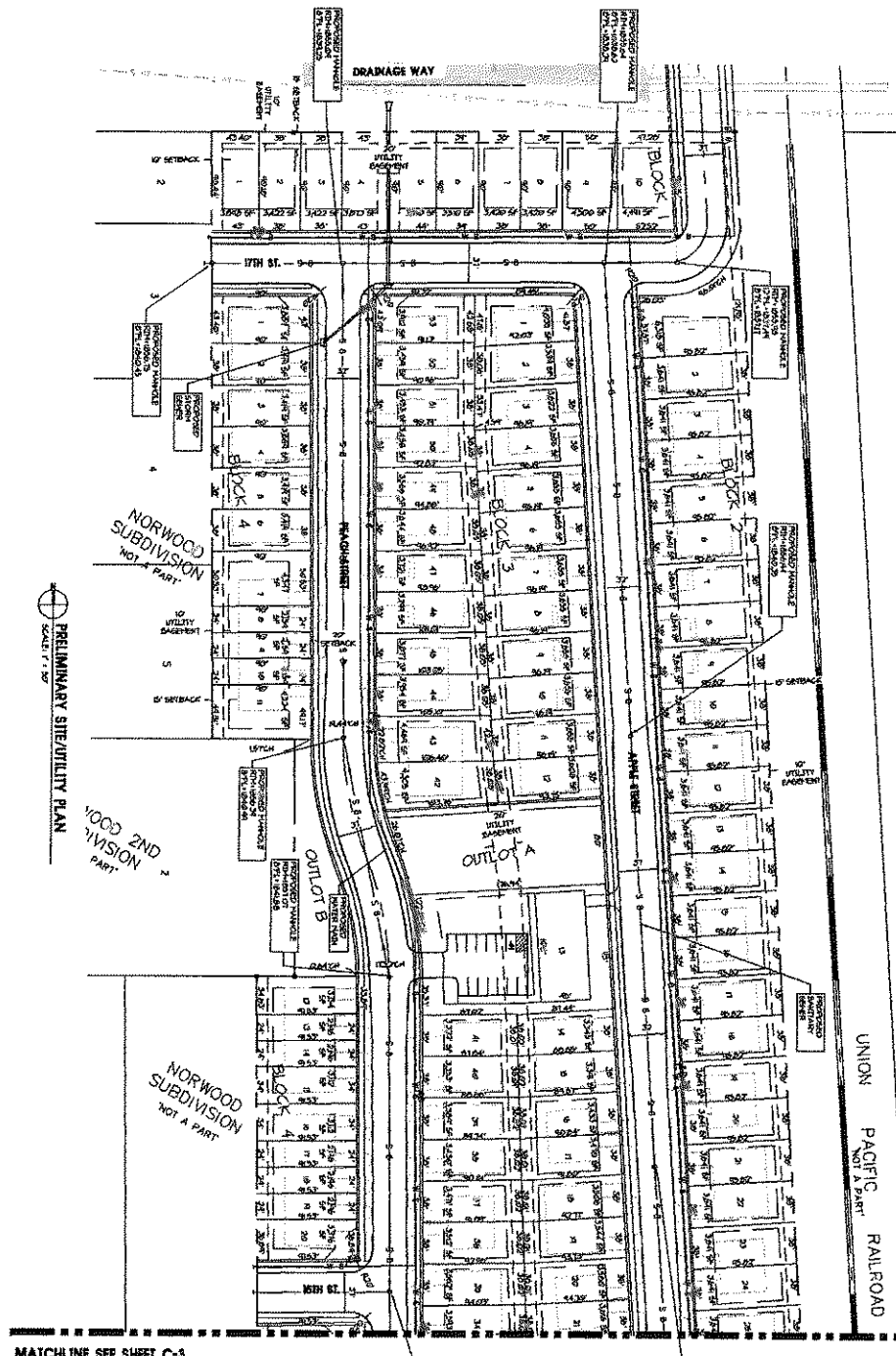


PRELIMINARY SITE/UTILITY PLAN  
SCALE: 1" = 30'

**Design Associates**  
of Omaha, Inc.  
ARCHITECTS • ENGINEERS • PLANNERS  
1700 WEST 106TH STREET LINCOLN, NEBRASKA 68508  
402-426-2200 design@designassoc.com fax: 402-426-4005

**THE ORCHARD SUBDIVISION**  
PRELIMINARY STUDY  
GRAND ISLAND, NEBRASKA

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**C-2**

**Design Associates**  
of Lincoln, Inc.

PROFESSIONAL ENGINEERS & JOURNALERS

REGISTERED ENGINEERS - LICENSE NO. 000001  
REGISTERED JOURNALERS - LICENSE NO. 000001

PROPOSED  
SITE PLAN

**THE ORCHARD SUBDIVISION**  
PRELIMINARY STUDY  
GRAND ISLAND, NEBRASKA

18 AUG 2018

Developer/builder/GC

The Orchard, LLC

Hoppe Homes, LP

c/o Ward F. Hoppe

P.O. Box 6036

Lincoln Ne 68506

402-328-8100

Design Associates

c/o Jeremy Williams

402-474-3000

1609 N Street

Lincoln

Ne.

68508

# of units:	LIVING SQ. FT>	1,170	1305	1305	1739	1487
		2BR Ranch	3 BR RANCH	3 BR RANCH	2 STORY FRONT	2 STORY FRONT
		BASEMENT	SLAB	BASEMENT	SLAB	BASEMENT
Description		Per	Per	Per	Per	Per
		Unit	Unit	Unit	Unit	Unit
Appliances Allowance		\$2,550	\$2,550	\$2,550	\$2,550	\$2,550
Cabinets		\$2,100	\$2,100	\$2,100	\$2,700	\$2,700
Clean/Trash		\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Concrete Flatwork		\$11,500	\$10,000	\$11,500	\$14,650	\$14,650
Counter Tops Material		\$750	\$750	\$750	\$800	\$800
Deck Labor & Material		\$2,000	\$150	\$2,000	\$150	\$2,000
Drywall		\$6,550	\$7,000	\$7,300	\$8,500	\$8,700
Electrical		\$7,400	\$7,500	\$7,800	\$8,000	\$8,000
Environmental / SWPPP		\$300	\$300	\$300	\$300	\$300
Excavation/Backfill		\$1,400	\$0	\$1,600	\$0	\$1,600
Exterior Doors		\$1,120	\$1,560	\$1,120	\$1,225	\$780
Fine Grade & Site Prep		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Floor covering		\$3,700	\$4,000	\$4,500	\$5,000	\$5,200
Foundation Wall		\$13,500	\$11,000	\$15,000	\$7,800	\$12,000
Framing Labor		\$4,700	\$4,000	\$5,220	\$5,700	\$6,500
Framing Material		\$17,000	\$17,100	\$19,000	\$24,000	\$26,000
Garage Door - (No Opener)		\$700	\$700	\$700	\$700	\$700
Gutters		\$1,850	\$2,000	\$2,000	\$1,000	\$1,000
Hardware		\$480	\$500	\$500	\$500	\$500
HVAC - heat pump		\$8,800	\$8,200	\$9,000	\$8,200	\$9,000
Impact Fee		\$0	\$0	\$0	\$0	\$0
Insurance		\$300	\$300	\$300	\$300	\$300
Insulation		\$2,700	\$2,750	\$3,000	\$2,800	\$3,250
Interest	5% 8 mo.	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Landscape		\$800	\$800	\$800	\$800	\$800
Lighting Fixtures Allowance		\$335	\$350	\$350	\$350	\$350
Masonry		\$1,200	\$1,200	\$1,200	\$1,000	\$1,000
Mirrors		\$150	\$150	\$150	\$175	\$175
Painting		\$3,300	\$3,600	\$3,600	\$4,100	\$4,200
Permits & Curb Cut		\$800	\$800	\$800	\$800	\$800
Plumbing - 2 Baths		\$9,800	\$9,500	\$9,800	\$10,800	\$11,000
Portable Toilet		\$100	\$100	\$100	\$100	\$100
Roofing Labor & Materials		\$3,050	\$3,400	\$3,400	\$2,800	\$2,800
Sealing/Caulking		\$100	\$100	\$100	\$100	\$100
Sewer& h2o (private)		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Shutters		\$100	\$100	\$100	\$100	\$100
Siding Labor & Material		\$3,150	\$3,500	\$3,500	\$4,100	\$4,100
Signage		\$100	\$100	\$100	\$100	\$100
Sodding		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Solar		\$0	\$0	\$0	\$0	\$0
Sprinkler, fire		\$0	\$0	\$0	\$0	\$0
Sprinkler, lawn		\$1,400	\$1,400	\$1,400	\$1,400	\$1,400
Storage		\$100	\$100	\$100	\$100	\$100
Structural Steel		\$0	\$0	\$0	\$0	\$0
Supervision		\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Trim Labor		\$3,000	\$3,200	\$3,200	\$3,350	\$3,350
Trim Materials		\$2,900	\$3,200	\$3,200	\$3,200	\$3,200
Trusses - Roof		\$4,500	\$5,000	\$5,000	\$3,500	\$3,500
Utilities		\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Waterproofing - In Foundat.#		\$0	\$0	\$0	\$0	\$0
Windows		\$1,070	\$900	\$1,300	\$1,500	\$1,900
Window Treatment		\$185	\$200	\$200	\$200	\$230
Post Boxes		\$100	\$100	\$100	\$100	\$100
<b>SUBTOTAL</b>	<b>90%</b>	<b>\$135,840</b>	<b>\$130,460</b>	<b>\$144,940</b>	<b>\$143,750</b>	<b>\$156,135</b>
Options (see schedule)		\$0	\$0	\$0	\$0	\$0
P&O	10%	\$15,093	\$14,496	\$16,104	\$15,972	\$17,348
<b>BUILDING COST</b>		<b>\$150,933</b>	<b>\$144,956</b>	<b>\$161,044</b>	<b>\$159,722</b>	<b>\$173,483</b>
realtor	3%	\$4,528	\$4,349	\$4,831	\$4,792	\$5,205
<b>SUBTOTAL</b>		<b>\$156,138</b>	<b>\$149,954</b>	<b>\$166,598</b>	<b>\$165,230</b>	<b>\$179,466</b>

**Hoppe Homes LP**  
**Balance Sheet**  
 As of December 31, 2017

	Dec 31, 17
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
CHB 454060	27,816.16
CHB 7094683-Savings	2,830.17
Union 3050987	1,397.99
WGB 2004022605	3,805.28
<b>Total Checking/Savings</b>	35,849.60
Accounts Receivable	
Accounts Receivable	1,664.68
<b>Total Accounts Receivable</b>	1,664.68
<b>Other Current Assets</b>	
Lexington Project-Tyson Foods	
Advertising	-125.00
Gas	109.98
Supervision	142.50
NIFA	1,500.00
Permits	500.00
Environmental	2,800.00
Legal	18,076.00
Architecture	82.10
<b>Total Lexington Project-Tyson Foods</b>	23,085.58
Cherry Park East	
Cherry Park East - Other	-805.81
<b>Total Cherry Park East</b>	-805.81
Stonyhill Ventures-Option Purch	2,500.00
GIAHC Note(Stonyhill Ventures)	5,000.00
Stonyhill Ventures Receivable	11,380.35
Escrow-Security First Bank	9,265.87
Walnut Theater LLC Rec	10,500.00
<b>Total Other Current Assets</b>	60,925.99
<b>Total Current Assets</b>	98,440.27
<b>Fixed Assets</b>	
Investment in GILI LLC	
Gili LLC-Distribution	-252,000.00
Investment in GILI LLC - Other	-113,845.00
<b>Total Investment in GILI LLC</b>	-365,845.00
Drafting Software-2010	3,000.00
<b>Equipment</b>	
Duteau	36,230.00
Original Cost	20,549.35
Trailer	1,932.10
Truck	3,100.00
Truck-Ford 1997	5,500.00
Stock 710 Trailer-2008	8,000.00
Site Trailer-Oct 2010	1,965.74
20 HP KAW/44" ZTR Mower-2011	4,815.00
Chevrolet Siverado-2011	26,150.00
Washer/Dryer Sets	8,720.50
Ram 1500 Promaster Van-2016	22,000.00
Accumulated Depreciation	-90,919.38
<b>Total Equipment</b>	48,043.31

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 08/29/18  
 Cash Basis

**Hoppe Homes LP**  
**Balance Sheet**  
 As of December 31, 2017

	Dec 31, 17
<b>Furniture &amp; Fixtures</b>	
Original Cost	8,530.51
Accumulated Depreciation	-8,530.51
<b>Total Furniture &amp; Fixtures</b>	0.00
<b>Rental Units</b>	
<b>1025 W Welter</b>	
Land-1025 W Welter	35,368.00
1025 W Welter - Other	125,121.82
<b>Total 1025 W Welter</b>	160,489.82
<b>2541/2543 SW Soukup Cir(Duplex)</b>	
Land-2543/2543 SW Soukup Cir	35,250.00
2541/2543 SW Soukup Cir(Duplex) - Other	204,495.75
<b>Total 2541/2543 SW Soukup Cir(Duplex)</b>	239,745.75
Accumulated Depreciation	-121,898.14
<b>Total Rental Units</b>	278,337.43
<b>Total Fixed Assets</b>	-36,464.26
<b>Other Assets</b>	
Walnut Redev Loan	1,989.06
Orchard Loan	333,028.45
Work In Progress	
WIP-Wyuka Project	106.11
<b>Total Work In Progress</b>	106.11
<b>Total Other Assets</b>	335,123.62
<b>TOTAL ASSETS</b>	397,099.63
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
N/P CP East-Centurylink	11,000.00
N/P Security First-1100067995	31,157.21
N/P Security First-1100065001	144,075.68
N/P Security First-1100065002	49,504.48
N/P Security First-1100067718	15,829.78
Pet Deposit	250.00
Security Deposit	3,300.00
<b>Total Other Current Liabilities</b>	255,117.15
<b>Total Current Liabilities</b>	255,117.15
<b>Total Liabilities</b>	255,117.15
<b>Equity</b>	
<b>Jacob Hoppe Equity</b>	
Jacob Hoppe Capital	65,989.06
Jacob Hoppe Draws	-36,794.72
<b>Total Jacob Hoppe Equity</b>	29,194.34
<b>Margaret Hoppe Equity</b>	
Margaret Hoppe Capital	71,775.83
Margaret Hoppe Draws	-55,051.38
<b>Total Margaret Hoppe Equity</b>	16,724.45
<b>Retained Earnings</b>	-29.22

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Cash Basis

**Hoppe Homes LP**  
**Balance Sheet**  
As of December 31, 2017

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	<u>Dec 31, 17</u>
Ward Hoppe Equity	
Ward Hoppe Capital	172,444.94
Ward Hoppe Draws	<u>-60,975.44</u>
<b>Total Ward Hoppe Equity</b>	<b>111,469.50</b>
Net Income	<u>-15,376.59</u>
<b>Total Equity</b>	<b>141,982.48</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>397,099.63</u></b>

**Hoppe Homes LP**  
**Profit & Loss YTD Comparison**  
 January through December 2017

	Jan - Dec 17	Jan - Dec 17
<b>Ordinary Income/Expense</b>		
Income		
Contract Receipt	170,000.00	170,000.00
CSV (Washer/Dryer)	2,565.00	2,565.00
OMC(Washer/Dryer)	245.00	245.00
Late Charges	464.00	464.00
Management Fee	26,866.17	26,866.17
Mileage Reimbursed	2,363.02	2,363.02
Overhead & Profit	30,000.00	30,000.00
Repair Income	34,783.73	34,783.73
Rental Income	40,880.00	40,880.00
<b>Total Income</b>	<b>308,166.92</b>	<b>308,166.92</b>
<b>Gross Profit</b>	<b>308,166.92</b>	<b>308,166.92</b>
Expense		
Campaign marketing	98,389.75	98,389.75
Advertising	250.00	250.00
Automobile Expense	15,710.91	15,710.91
Bank Service Charges	219.20	219.20
Contract Labor	116,377.87	116,377.87
Depreciation Expense	16,153.44	16,153.44
Donations	895.00	895.00
Dues and Subscriptions	1,671.00	1,671.00
401K Expense	2,250.04	2,250.04
Insurance	18,778.60	18,778.60
Interest Expense	11,057.97	11,057.97
Licenses and Permits	40.00	40.00
Miscellaneous	566.13	566.13
Office Supplies	1,596.77	1,596.77
Postage and Delivery	203.93	203.93
Professional Fees	14,438.76	14,438.76
Rent-Office	3,000.00	3,000.00
Repairs	2,069.54	2,069.54
Seminar	125.00	125.00
Service Charge	60.00	60.00
Taxes	7,981.52	7,981.52
Telephone	3,943.33	3,943.33
Tools and Machinery	1,612.12	1,612.12
Travel & Ent	2,915.09	2,915.09
Utilities	3,289.52	3,289.52
<b>Total Expense</b>	<b>323,595.49</b>	<b>323,595.49</b>
<b>Net Ordinary Income</b>	<b>-15,428.57</b>	<b>-15,428.57</b>
Other Income/Expense		
Other Income		
Interest Income	4.24	4.24
Other Income	47.74	47.74
<b>Total Other Income</b>	<b>51.98</b>	<b>51.98</b>
<b>Net Other Income</b>	<b>51.98</b>	<b>51.98</b>
<b>Net Income</b>	<b>-15,376.59</b>	<b>-15,376.59</b>



**Hoppe Homes LP**  
**Balance Sheet**  
 As of December 31, 2016

	Dec 31, 16
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
CHB 454060	38,371.39
CHB 7094683-Savings	2,825.93
Union 3050987	1,397.99
WGB 2004022605	3,805.28
<b>Total Checking/Savings</b>	46,400.59
<b>Other Current Assets</b>	
Lexington Project-Tyson Foods	
Market Study	4,800.00
NIFA	500.00
Legal	16,537.50
<b>Total Lexington Project-Tyson Foods</b>	21,837.50
Stonyhill Ventures-Option Purch	2,500.00
GIAHC Note(Stonyhill Ventures)	5,000.00
Stonyhill Ventures Receivable	11,035.85
Escrow-Security First Bank	9,251.39
Walnut Theater LLC Rec	10,500.00
<b>Total Other Current Assets</b>	60,124.74
<b>Total Current Assets</b>	106,525.33
<b>Fixed Assets</b>	
Investment in GILI LLC	
Gili LLC-Distribution	-212,000.00
Investment in GILI LLC - Other	-113,845.00
<b>Total Investment in GILI LLC</b>	-325,845.00
Drafting Software-2010	3,000.00
<b>Equipment</b>	
Original Cost	20,549.35
Trailer	1,932.10
Truck	3,100.00
Truck-Ford 1997	5,500.00
Stock 710 Trailer-2008	8,000.00
Site Trailer-Oct 2010	1,965.74
20 HP KAW/44" ZTR Mower-2011	4,815.00
Chevrolet Siverado-2011	26,150.00
Washer/Dryer Sets	8,720.50
Ram 1500 Promaster Van-2016	22,000.00
Accumulated Depreciation	-86,570.94
<b>Total Equipment</b>	16,161.75
<b>Furniture &amp; Fixtures</b>	
Original Cost	8,530.51
Accumulated Depreciation	-8,530.51
<b>Total Furniture &amp; Fixtures</b>	0.00
<b>Rental Units</b>	
1025 W Welter	
Land-1025 W Welter	35,368.00
1025 W Welter - Other	125,121.82
<b>Total 1025 W Welter</b>	160,489.82
2541/2543 SW Soukup Cir(Duplex)	
Land-2543/2543 SW Soukup Cir	35,250.00
2541/2543 SW Soukup Cir(Duplex) - Other	204,495.75
<b>Total 2541/2543 SW Soukup Cir(Duplex)</b>	239,745.75

**Hoppe Homes LP**  
**Balance Sheet**  
 As of December 31, 2016

	Dec 31, 16
Accumulated Depreciation	-110,093.14
Total Rental Units	290,142.43
Total Fixed Assets	-16,540.82
Other Assets	
Walnut Redev Loan	1,714.06
Orchard Loan	314,863.76
Total Other Assets	316,577.82
<b>TOTAL ASSETS</b>	<b>406,562.33</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Credit Cards	
First Bankcard 2251	29.22
Total Credit Cards	29.22
Other Current Liabilities	
A/P Gili LLC	9,949.00
N/P Security First-1100065001	155,744.35
N/P Security First-1100065002	53,515.26
N/P Security First-1100067718	19,563.42
Pet Deposit	250.00
Security Deposit	3,300.00
Total Other Current Liabilities	242,322.03
Total Current Liabilities	242,351.25
Total Liabilities	242,351.25
Equity	
Jacob Hoppe Equity	
Jacob Hoppe Capital	74,292.06
Jacob Hoppe Draws	-34,892.40
Total Jacob Hoppe Equity	39,399.66
Margaret Hoppe Equity	
Margaret Hoppe Capital	80,080.83
Margaret Hoppe Draws	-55,051.38
Total Margaret Hoppe Equity	25,029.45
Retained Earnings	-29.22
Ward Hoppe Equity	
Ward Hoppe Capital	211,196.29
Ward Hoppe Draws	-56,025.75
Total Ward Hoppe Equity	155,170.54
Net Income	-55,359.35
Total Equity	164,211.08
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>406,562.33</b>

**Hoppe Homes LP**  
**Profit & Loss YTD Comparison**  
 January through December 2016

	<u>Jan - Dec 16</u>	<u>Jan - Dec 16</u>
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
Consulting	25,000.00	25,000.00
Contract Receipt	162,996.30	162,996.30
Drafting	1,000.00	1,000.00
CSV (Washer/Dryer)	3,730.00	3,730.00
OMC(Washer/Dryer)	420.00	420.00
Late Charges	425.00	425.00
Maintenance	124.50	124.50
Management Fee	27,411.10	27,411.10
Mileage Reimbursed	3,001.33	3,001.33
Overhead & Profit	5,869.55	5,869.55
Repair Income	34,717.06	34,717.06
Rental Income	39,365.00	39,365.00
Supervision	1,400.00	1,400.00
Trip Charge	37.41	37.41
	<hr/>	<hr/>
<b>Total Income</b>	305,497.25	305,497.25
<b>Cost of Goods Sold</b>		
Cost of Goods Sold	114,286.28	114,286.28
	<hr/>	<hr/>
<b>Total COGS</b>	114,286.28	114,286.28
	<hr/>	<hr/>
<b>Gross Profit</b>	191,210.97	191,210.97
<b>Expense</b>		
Advertising	843.25	843.25
Automobile Expense	9,848.80	9,848.80
Bank Service Charges	39.00	39.00
Contract Labor	110,964.35	110,964.35
Depreciation Expense	23,577.67	23,577.67
Donations	755.00	755.00
Dues and Subscriptions	992.00	992.00
401K Expense	2,250.04	2,250.04
Insurance	5,637.90	5,637.90
Interest Expense	10,393.26	10,393.26
Licenses and Permits	40.00	40.00
Office Supplies	988.03	988.03
Postage and Delivery	184.61	184.61
Professional Fees	7,877.10	7,877.10
Reference Materials	46.19	46.19
Rent-Office	3,000.00	3,000.00
Repairs	1,745.35	1,745.35
Service Charge	20.00	20.00
Taxes	3,963.39	3,963.39
Telephone	2,877.17	2,877.17
Tools and Machinery	839.49	839.49
Travel & Ent	554.08	554.08
Utilities	1,449.54	1,449.54
Web Site	67.90	67.90
	<hr/>	<hr/>
<b>Total Expense</b>	188,954.12	188,954.12
	<hr/>	<hr/>
<b>Net Ordinary Income</b>	2,256.85	2,256.85

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Cash Basis

**Hoppe Homes LP**  
**Profit & Loss YTD Comparison**  
January through December 2016

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	<u>Jan - Dec 16</u>	<u>Jan - Dec 16</u>
<b>Other Income/Expense</b>		
<b>Other Income</b>		
K-1 Activity	-34,396.00	-34,396.00
Interest Income	4.25	4.25
<b>Total Other Income</b>	<u>-34,391.75</u>	<u>-34,391.75</u>
<b>Other Expense</b>		
Abandonment Loss	23,224.45	23,224.45
<b>Total Other Expense</b>	<u>23,224.45</u>	<u>23,224.45</u>
<b>Net Other Income</b>	<u>-57,616.20</u>	<u>-57,616.20</u>
<b>Net Income</b>	<u><u>-55,359.35</u></u>	<u><u>-55,359.35</u></u>

**Hoppe Homes LP**  
**Balance Sheet**  
 As of December 31, 2015

	Dec 31, 15
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
CHB 454060	22,742.97
CHB 7094683-Savings	2,821.68
Union 3050987	1,397.99
WGB 2004022605	3,805.28
<b>Total Checking/Savings</b>	<b>30,767.92</b>
<b>Other Current Assets</b>	
Lexington Project-Tyson Foods	
Legal	7,180.00
<b>Total Lexington Project-Tyson Foods</b>	<b>7,180.00</b>
Stonyhill Ventures-Option Purch	12,500.00
GIAHC Note(Stonyhill Ventures)	5,000.00
Stonyhill Ventures Receivable	710.85
<b>The Exchange-Costs</b>	
Plans	270.41
Office Labor	207.23
Signage	68.35
Demolition	3,175.84
Marketing	19,546.32
<b>Total The Exchange-Costs</b>	<b>23,268.15</b>
Escrow-Security First Bank	8,777.72
Walnut Theater LLC Rec	10,500.00
<b>Total Other Current Assets</b>	<b>67,936.72</b>
<b>Total Current Assets</b>	<b>98,704.64</b>
<b>Fixed Assets</b>	
Investment in GILI LLC	
Gili LLC-Distribution	-146,000.00
Investment in GILI LLC - Other	-79,449.00
<b>Total Investment in GILI LLC</b>	<b>-225,449.00</b>
Drafting Software-2010	3,000.00
<b>Equipment</b>	
Original Cost	20,549.35
Trailer	1,932.10
Truck	3,100.00
Truck-Ford 1997	5,500.00
Stock 710 Trailer-2008	8,000.00
Site Trailer-Oct 2010	1,965.74
20 HP KAW/44" ZTR Mower-2011	4,815.00
Chevrolet Siverado-2011	26,150.00
Washer/Dryer Sets	8,720.50
Accumulated Depreciation	-75,010.94
<b>Total Equipment</b>	<b>5,721.75</b>
<b>Furniture &amp; Fixtures</b>	
Original Cost	8,530.51
Accumulated Depreciation	-8,530.51
<b>Total Furniture &amp; Fixtures</b>	<b>0.00</b>
<b>Rental Units</b>	
1025 W Welter	
Land-1025 W Welter	35,368.00
1025 W Welter - Other	125,121.82
<b>Total 1025 W Welter</b>	<b>160,489.82</b>

**Hoppe Homes LP**  
**Balance Sheet**  
 As of December 31, 2015

	Dec 31, 15
2541/2543 SW Soukup Cir(Duplex)	
Land-2543/2543 SW Soukup Cir	35,250.00
2541/2543 SW Soukup Cir(Duplex) - Other	204,495.75
Total 2541/2543 SW Soukup Cir(Duplex)	239,745.75
Accumulated Depreciation	-98,075.47
Total Rental Units	302,160.10
Total Fixed Assets	85,432.85
Other Assets	
Walnut Redev Loan	1,443.28
Orchard Loan	281,581.17
Work In Progress	
WIP-Hohis	-4,741.00
Total Work In Progress	-4,741.00
Total Other Assets	278,283.45
<b>TOTAL ASSETS</b>	<b>462,420.94</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Credit Cards	
First Bankcard 2251	408.28
First Bankcard 8695	189.88
Total Credit Cards	598.16
Other Current Liabilities	
N/P Ally Bank	5,628.11
N/P Security First-1100065001	165,792.20
N/P Security First-1100065002	56,968.93
Pet Deposit	250.00
Security Deposit	3,300.00
Total Other Current Liabilities	231,939.24
Total Current Liabilities	232,537.40
Total Liabilities	232,537.40
Equity	
Jacob Hoppe Equity	
Jacob Hoppe Capital	96,126.29
Jacob Hoppe Draws	-32,954.15
Total Jacob Hoppe Equity	63,172.14
Margaret Hoppe Equity	
Margaret Hoppe Capital	101,915.06
Margaret Hoppe Draws	-55,028.95
Total Margaret Hoppe Equity	46,886.11
Ward Hoppe Equity	
Ward Hoppe Capital	313,089.36
Ward Hoppe Draws	-47,673.32
Total Ward Hoppe Equity	265,416.04
Net Income	-145,590.75
Total Equity	229,883.54
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>462,420.94</b>

**Hoppe Homes LP**  
**Profit & Loss YTD Comparison**  
 January through December 2015

	Jan - Dec 15	Jan - Dec 15
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
Returned Check Charges	25.00	25.00
Application Fee	25.00	25.00
Contract Receipt	34,185.96	34,185.96
Drafting	150.00	150.00
CSV (Washer/Dryer)	4,078.00	4,078.00
OMC(Washer/Dryer)	385.00	385.00
Lafe Charges	223.82	223.82
Maintenance	807.09	807.09
Management Fee	23,775.51	23,775.51
Mileage Reimbursed	4,818.32	4,818.32
Overhead & Profit	3,103.72	3,103.72
Repair Income	40,511.97	40,511.97
Rental Income	40,366.13	40,366.13
Supervision	562.50	562.50
Trip Charge	115.97	115.97
<b>Total Income</b>	153,133.99	153,133.99
<b>Cost of Goods Sold</b>		
Cost of Goods Sold	30,354.96	30,354.96
<b>Total COGS</b>	30,354.96	30,354.96
<b>Gross Profit</b>	122,779.03	122,779.03
<b>Expense</b>		
Automobile Expense	7,462.82	7,462.82
Bank Service Charges	42.32	42.32
Contract Labor	96,636.98	96,636.98
Depreciation Expense	12,225.49	12,225.49
Donations	990.00	990.00
Dues and Subscriptions	1,168.00	1,168.00
401K Expense	1,746.94	1,746.94
Insurance	8,395.65	8,395.65
Interest Expense	12,933.60	12,933.60
Lawn Maintenance	39.41	39.41
Licenses and Permits	40.00	40.00
Miscellaneous	0.00	0.00
Office Expense	12.45	12.45
Office Supplies	489.23	489.23
Postage and Delivery	131.83	131.83
Printing and Reproduction	33.68	33.68
Professional Fees	2,931.35	2,931.35
Rent-Office	3,000.00	3,000.00
Repairs	2,821.11	2,821.11
Seminar	115.00	115.00
Service Charge	45.00	45.00
Taxes	7,520.92	7,520.92
Telephone	2,812.08	2,812.08
Tools and Machinery	311.38	311.38
Travel & Ent	2,126.89	2,126.89
Utilities	2,627.88	2,627.88
Web Site	148.00	148.00
<b>Total Expense</b>	166,808.01	166,808.01
<b>Net Ordinary Income</b>	-44,028.98	-44,028.98

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08/29/18  
Cash Basis

**Hoppe Homes LP**  
**Profit & Loss YTD Comparison**  
January through December 2015

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	<u>Jan - Dec 15</u>	<u>Jan - Dec 15</u>
Other Income/Expense		
Other Income		
K-1 Activity	-101,566.00	-101,566.00
Interest Income	4.23	4.23
Total Other Income	<u>-101,561.77</u>	<u>-101,561.77</u>
Net Other Income	<u>-101,561.77</u>	<u>-101,561.77</u>
Net Income	<u><u>-145,590.75</u></u>	<u><u>-145,590.75</u></u>



The Orchard, LLC  
Balance Sheet  
As of December 31, 2017

	<u>Dec 31, 17</u>
<b>ASSETS</b>	
Other Assets	
Lincoln Heights Sub LT 1	421,840.25
<b>Total Other Assets</b>	<u>421,840.25</u>
<b>TOTAL ASSETS</b>	<u><u>421,840.25</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	20,841.08
<b>Total Accounts Payable</b>	<u>20,841.08</u>
Other Current Liabilities	
Earnest Money	15,000.00
<b>Total Other Current Liabilities</b>	<u>15,000.00</u>
<b>Total Current Liabilities</b>	<u>35,841.08</u>
Long Term Liabilities	
Hoppe Homes, LP	333,028.45
Ward F. Hoppe Loan	45,719.72
Ward F Hoppe LLC Loan	5,088.15
<b>Total Long Term Liabilities</b>	<u>383,836.32</u>
<b>Total Liabilities</b>	<u>419,677.40</u>
Equity	
Retained Earnings	2,162.85
<b>Total Equity</b>	<u>2,162.85</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>421,840.25</u></u>

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Cash Basis

The Orchard, LLC  
**Profit & Loss**  
January through December 2017

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	Jan - Dec 17
Net Income	<u>0.00</u>

The Orchard, LLC  
Balance Sheet  
As of December 31, 2016

	<u>Dec 31, 16</u>
<b>ASSETS</b>	
Other Assets	
Lincoln Heights Sub LT 1	413,119.59
<b>Total Other Assets</b>	<u>413,119.59</u>
<b>TOTAL ASSETS</b>	<u><u>413,119.59</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	20,841.08
<b>Total Accounts Payable</b>	<u>20,841.08</u>
Other Current Liabilities	
Earnest Money	15,000.00
<b>Total Other Current Liabilities</b>	<u>15,000.00</u>
<b>Total Current Liabilities</b>	<u>35,841.08</u>
Long Term Liabilities	
Cornhusker Bank Loan	9,444.03
Hoppe Homes, LP	314,863.76
Ward F. Hoppe Loan	45,719.72
Ward F Hoppe LLC Loan	5,088.15
<b>Total Long Term Liabilities</b>	<u>375,115.66</u>
<b>Total Liabilities</b>	<u>410,956.74</u>
Equity	
Retained Earnings	2,162.85
<b>Total Equity</b>	<u>2,162.85</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>413,119.59</u></u>

1:31 PM  
08/29/18  
Cash Basis

The Orchard, LLC  
**Profit & Loss**  
January through December 2016

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	Jan - Dec 16
Net Income	<u><u>0.00</u></u>

The Orchard, LLC  
**Balance Sheet**  
As of December 31, 2015

	<u>Dec 31, 15</u>
<b>ASSETS</b>	
Other Assets	
Lincoln Heights Sub LT 1	407,260.97
<b>Total Other Assets</b>	<u>407,260.97</u>
<b>TOTAL ASSETS</b>	<u><u>407,260.97</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	20,841.08
<b>Total Accounts Payable</b>	<u>20,841.08</u>
Other Current Liabilities	
Earnest Money	15,000.00
<b>Total Other Current Liabilities</b>	<u>15,000.00</u>
<b>Total Current Liabilities</b>	35,841.08
Long Term Liabilities	
Cornhusker Bank Loan	36,868.00
Hoppe Homes, LP	281,581.17
Ward F. Hoppe Loan	45,719.72
Ward F Hoppe LLC Loan	5,088.15
<b>Total Long Term Liabilities</b>	<u>369,257.04</u>
<b>Total Liabilities</b>	405,098.12
Equity	
Retained Earnings	2,162.85
<b>Total Equity</b>	<u>2,162.85</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>407,260.97</u></u>

1:31 PM  
08/29/18  
Cash Basis

The Orchard, LLC  
**Profit & Loss**  
January through December 2015

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	Jan - Dec 15
Net Income	<u>0.00</u>



COMMUNITY REDEVELOPMENT AUTHORITY

October 16, 2018

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

Dear Virgil,

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

The application seeks \$6,000,000 in TIF assistance for the development of the 181 units of housing (128 townhomes, 40 row houses, and 13 single family detached homes) price for the entry level new home market. It is estimated that 20 homes will be constructed per year for a period of at least nine years. The property is located south of Capital Avenue and west of the Central Nebraska Railroad tracks north the intersection of 12<sup>th</sup> and Lamberts Streets.

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

- CRA receives initial application, 4 p.m., November 14.
- Regional Planning Commission holds public hearing 6 p.m., December 5.
- CRA reviews Planning Commission recommendation, 4 p.m. December 12.
- Grand Island City Council holds public hearing and takes action, 7 p.m., January 8.
- CRA considers redevelopment contract, 4 p.m. February 13.

Additional notification will be provided to the school board via certified mail prior to the public hearings before both planning commission and council. Should you have any questions or comments, please call me at (308) 385-5240.

Sincerely,

Chad Nabity, AICP  
Director

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

**RESOLUTION NO. 286**

**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 14<sup>th</sup> day of November, 2018

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

By   
Chairperson

ATTEST:

  
Secretary

Orchard LLC



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

**RESOLUTION NO. 287**

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 26, from Orchard LLC- Hoppe Homes LP., (The "Developer") for redevelopment of property located in Northeast Grand Island, south of Capital Avenue and west of the Central Nebraska Rail Road Line proposed for platting as The Orchard Subdivision, an area within the city limits of the City of Grand Island, as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 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 14<sup>th</sup> day of November, 2018.

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

By   
Chairperson

ATTEST:

  
Secretary

Orchard LLC

# Copper Creek Estates Subdivisions



**Taxable**

- Not taxed
- Up to \$40,000
- Greater Than \$40,000

**Taxable Value: 34,760,624**

☆ Addresses with GIPS Students

Student Count (October 1, 2018):

- ELC - 3
- Dodge - 2
- Engleman - 2
- Jefferson - 1
- Newell - 4
- Shoemaker - 48
- Starr - 1
- Barr - 2
- Walnut - 2
- Westridge - 10
- GISH - 19
- CNSSP - 5
- Total - 99**

**Resolution Number 2019-03**

**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 Redevelopment Plan for CRA Area 26 requested by Orchard 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 December 5, 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 November 16<sup>th</sup> and Friday November 23<sup>rd</sup>, 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:** December 5, 2018.

**HALL COUNTY REGIONAL PLANNING COMMISSION**

ATTEST:

By:   
Chair

By:   
Secretary

Secretary



# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item F-1

### **#9722 – Consideration of Approving Assessments for Vehicle Offstreet Parking District #3**

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

Staff Contact: Patrick Brown

\* This Space Reserved for Register of Deeds \*

ORDINANCE NO. 9722

An ordinance to assess and levy a special tax to pay 2019 operation and maintenance costs of Vehicle Offstreet Parking District No. 3 of the City Of Grand Island, Nebraska; to provide for credit against said assessment and levy for private parking spaces provided; to provide for the collection of such special tax; to repeal any provisions of the Grand Island City Code, ordinances, or parts of ordinances in conflict herewith; and to provide for publication and the effective date of this ordinance.

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

SECTION 1. There is hereby assessed upon the following described lots, tracts, and parcels of land, specially benefited, for the purpose of paying the 2019 revenue year cost of Vehicle Offstreet Parking District No. 3 of the City of Grand Island, as adjudged by the Council of the City, sitting as a Board of Equalization, to the extent of benefits accruing thereto by reason of such Vehicle Offstreet Parking District, after due notice having been given thereof as provided by law; and a special tax for such 2019 revenue year is hereby levied at one time upon such lots, tracts and lands in the City of Grand Island, Hall County, Nebraska, as follows:

Approved as to Form    ☐ \_\_\_\_\_  
February 8, 2019       ☐ City Attorney

ORDINANCE NO. 9722 (Cont.)

PARCEL	CURRENT_OW	LEGAL	SQFT	2019 Charge
149	HALL CO	BLANK (COURTHOUSE PROPERTY)	41,885	\$1,516.24
400004097	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLKS 52 & 53 & PT VAC KIMBALL AVE	83,295	\$3,015.28
400004119	HERNANDEZ/PEDRO RIVERA	ORIGINAL TOWN N 100.5' E 2/3 LT 1 BLK 54	13,149	\$475.99
400004127	HERNANDEZ/PEDRO RIVERA	ORIGINAL TOWN S 31.9' E 2/3 OF LT 1 BLK 54	1,280	\$46.34
400004135	WING PROPERTIES INC	ORIGINAL TOWN W 1/3 LT 1 BLK 54	-	\$0.00
400004143	WING EMPIRE INC	ORIGINAL TOWN LT 2 BLK 54	18,620	\$674.04
400004151	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 3 BLK 54	-	\$0.00
400004178	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 4 BLK 54	-	\$0.00
400004186	WAYNE/JOHN W & TERESA A	ORIGINAL TOWN N 1/2 W 2/3 LT 6 & N 1/2 LT 5 BLK 54	21,914	\$793.29
400004194	KATROUZOS/GUS G	ORIGINAL TOWN S 60' W 1/3 LT 5 BLK 54	3,924	\$142.05
400004208	KATROUZOS/GUS G	ORIGINAL TOWN S 60' W 16' E 2/3 LT 5 BLK 54	1,856	\$67.19
400004216	WING PROPERTIES INC	ORIGINAL TOWN E 28' S 1/2 LT 5 & N 6' W 38' S 1/2 LT 5 BLK 54	5,544	\$200.69
400004224	WING PROPERTIES INC	ORIGINAL TOWN W 22' S 1/2 LT 6 BLK 54	4,356	\$157.69
400004232	WING PROPERTIES INC	ORIGINAL TOWN E 22' W 44' S 1/2 & E 22' LT 6 BLK 54	8,712	\$315.37
400004240	WING PROPERTIES INC	ORIGINAL TOWN W 1/3 LT 7 BLK 54	8,228	\$297.85
400004259	WING PROPERTIES INC	ORIGINAL TOWN C 1/3 LT 7 BLK 54	7,304	\$264.40
400004275	WING PROPERTIES INC	ORIGINAL TOWN LT 8 & E 1/3 OF LT 7 XC 15' X 15' X 15' SOLD TO CITY BLK 54	23,929	\$866.23
400004305	URBAN ISLAND LLC	ORIGINAL TOWN N 1/2 LT 1 BLK 55	12,184	\$441.06
400004313	URBAN ISLAND LLC	ORIGINAL TOWN N 44' OF S 1/2 LT 1 BLK 55	5,280	\$191.14
400004321	IRVINE/VIRGINIA	ORIGINAL TOWN S 22' LT 1 BLK 55	1,320	\$47.78

ORDINANCE NO. 9722 (Cont.)

400004348	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 1/2 LT 3 & ALL LT 2 BLK 55	-	\$0.00
400004356	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 1/2 W 1/2 LT 3 & N 1/2 LT 4 BLK 55	-	\$0.00
400004364	HOETFELKER/RUSSELL L	ORIGINAL TOWN S 1/2 W 1/2 LT 3 & S 1/2 LT 4 BLK 55	18,975	\$686.90
400004372	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 67.5' LT 5 BLK 55	-	\$0.00
400004380	ARMSTRONG/MATTHEW E & JANELLE A	ORIGINAL TOWN N 20' S 64.5' LT 5 BLK 55	3,720	\$134.66
400004399	ERIVES ENTERPRISES LLC	ORIGINAL TOWN S 44.5' LT 5 BLK 55	8,530	\$308.79
400004402	FAMOS CONSTRUCTION INC	ORIGINAL TOWN W 2/3 LT 6 BLK 55	15,576	\$563.85
400004429	CAMPOS/ARTHUR V & JEANENE	ORIGINAL TOWN E 1/3 LT 6 BLK 55	7,568	\$273.96
400004437	NEPPL/KAREN	ORIGINAL TOWN W 1/3 LT 7 BLK 55	5,874	\$212.64
400004445	HEDDE BUILDING LLC	ORIGINAL TOWN E 2/3 LT 7 BLK 55	18,836	\$681.86
400004461	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN W 1/3 LT 8 BLK 55	9,504	\$344.04
400004488	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN C 1/3 LT 8 BLK 55	9,504	\$344.04
400004496	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN E 1/3 LT 8 BLK 55	11,744	\$425.13
400004518	UNION PACIFIC RAILROAD	ORIGINAL TOWN N OF BLKS 55 & 56 134.5' X 550' UP RR ROW	35,460	\$1,283.65
400004526	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 68' LT 1 & ALL LT 2 & E 1/2 LT 3 BLK 56	-	\$0.00
400004534	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 22' S 42' & W 6' S 20' LT 1 BLK 56	-	\$0.00
400004542	DOWNTOWN CENTER LLC	ORIGINAL TOWN N 22' S 64' LT 1 BLK 56	-	\$0.00
400004550	DOWNTOWN CENTER LLC	ORIGINAL TOWN S 20' E 60' LT 1 BLK 56	-	\$0.00
400004569	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL LT 4 & W 1/2 LT 3 BLK 56	-	\$0.00
400004577	MAYHEW/CARL & SUSAN A	ORIGINAL TOWN W 1/3 LT 5 BLK 56	7,964	\$288.30

ORDINANCE NO. 9722 (Cont.)

400004585	TRINTOWN LLC	ORIGINAL TOWN E 2/3 LT 5 BLK 56	16,632	\$602.08
400004593	POHL/HELEN E & JAMES A	ORIGINAL TOWN LT 6 BLK 56	17,424	\$630.75
400004615	JOHNSON/DUANE A & DEE ANN	ORIGINAL TOWN LT 7 BLK 56	24,948	\$903.12
400004623	DOWNTOWN CENTER LLC	ORIGINAL TOWN LT 8 BLK 56	41,938	\$1,518.16
400004631	CITY OF G I PARK LOT	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 1/2 LT 1 & ALL LTS 2-3 & 4 BLK 57	-	\$0.00
400004658	J & B RENTALS LLC	ZILLER SUB LT 1	17,424	\$630.75
400004666	THE GRAND FOUNDATION, INC	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 2/3 LT 6 BLK 57	10,968	\$397.04
400004674	T & S LAND DEVELOPMENT, LLC	ORIGINAL TOWN LT 7 BLK 57	26,136	\$946.12
400004682	OVERLAND BUILDING CORP	ORIGINAL TOWN LT 8 BLK 57	21,232	\$768.60
400004690	FIRSTIER BANK NATIONAL ASSOC	ORIGINAL TOWN LTS 1 & 2 BLK 58	698	\$25.27
400004704	FIRSTIER BANK NATIONAL ASSOC	ORIGINAL TOWN N 1/2 LT 4 & N 1/2 LT 3 BLK 58	-	\$0.00
400004712	FIRSTIER BANK NATIONAL ASSOC	ORIGINAL TOWN LT 5 & W 22' LT 6 BLK 58	17,608	\$637.41
400004720	FIRSTIER BANK NATIONAL ASSOC	ORIGINAL TOWN S 1/2 LT 3 & S 1/2 LT 4 BLK 58	-	\$0.00
400004739	STELK/MARK D	JENSEN SUB LT 1	2,024	\$73.27
400004747	CALDERON/ELISEO & JESSICA	ORIGINAL TOWN W 1/3 LT 7 BLK 58	2,634	\$95.35
400004755	LINDNER-BOMBECK TRUSTEE/MARILYN A	ORIGINAL TOWN C 1/3 LT 7 BLK 58	2,376	\$86.01
400004763	GALVAN/JESUS G & VICTORIA	PRENSA LATINA SUB LT 1	1,892	\$68.49
400004771	CALDERON/ELISEO & JESSICA	PRENSA LATINA SUB LT 2	2,024	\$73.27
400004798	STELK/MARK D	PRENSA LATINA SUB LT 4	4,245	\$153.67
400004801	STELK/MARK D & WANDA L	PRENSA LATINA SUB LT 3	4,240	\$153.49
400004828	MEAD BUILDING CENTERS	ORIGINAL TOWN N 102.5' LT 1 & ALL LT 2 BLK 59	13,464	\$487.40



ORDINANCE NO. 9722 (Cont.)

400004844	O'CONNOR TRUSTEE/RAYMOND J	ORIGINAL TOWN S 29.5' LT 1 BLK 59	-	\$0.00
400004852	THIRD CITY ARCHERS INC	ORIGINAL TOWN S 99' LT 4 & ALL LT 3 BLK 59	7,992	\$289.31
400004860	MEAD BUILDING CENTERS	ORIGINAL TOWN N 33' LT 4 BLK 59	6,996	\$253.26
400004879	SPIRIT IN THE SKY LLC	ORIGINAL TOWN LT 5 BLK 59	8,712	\$315.37
400004887	LUCERO/JOSE LUIS & AURA	ORIGINAL TOWN E 23' W 46' LT 6 BLK 59	3,251	\$117.69
400004895	GERDES/LARRY C & MARY ANN	ORIGINAL TOWN W 23' LT 6 BLK 59	2,998	\$108.53
400004909	BERTA/GARY J & BILLIE J	ORIGINAL TOWN E 20' LT 6 & W 1/2 LT 7 BLK 59	2,100	\$76.02
400004917	T SQUARED PROPERTIES LLC	ORIGINAL TOWN W 22' E 1/2 LT 7 BLK 59	4,972	\$179.99
400004925	T SQUARED PROPERTIES LLC	ORIGINAL TOWN E 11' LT 7 & ALL LT 8 BLK 59	17,787	\$643.89
400005050	D & A INVESTMENTS LLC	ORIGINAL TOWN S 44' LT 1 BLK 62	2,904	\$105.12
400005069	D & A INVESTMENTS LLC	ORIGINAL TOWN N 88' LT 1 BLK 62	5,808	\$210.25
400005077	D & A INVESTMENTS LLC	ORIGINAL TOWN LT 2 BLK 62	8,712	\$315.37
400005085	NORTHWESTERN PUBLIC SERVICE COMPANY	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND S 66' LT 4 & N 66' E 57' LT 3 & S 66' LT 3 BLK 62	7,524	\$272.37
400005093	D & A INVESTMENTS LLC	ORIGINAL TOWN N 66' W 9' LT 3 & N 66' LT 4 BLK 62	1,585	\$57.38
400005166	GRAND ISLAND ENTREPRENEURIAL	ORIGINAL TOWN LTS 1 & 2 BLK 63	30,956	\$1,120.61
400005174	GRAND ISLAND ENTREPRENEURIAL	ORIGINAL TOWN E 2/3 LT 3 BLK 63	17,424	\$630.75
400005182	MASONIC TEMPLECRAFT ASSO OF GI	ORIGINAL TOWN W 1/3 LT 3 & E 1/3 LT 4 BLK 63	11,616	\$420.50
400005190	GUERRERO/ROCIO A ESPARZA	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND W 2/3 LT 4 BLK 63	11,616	\$420.50
400005204	WARDENS & VESTRYMEN OF ST	ST. STEPHENS SUB TO THE CITY OF GRAND ISLAND LT 1	15,561	\$563.31
400005212	WARDENS & VESTRY ST STEPHENS	ST. STEPHENS SUB TO THE CITY OF GRAND ISLAND LT 2	-	\$0.00

ORDINANCE NO. 9722 (Cont.)

400005220	HACK/MONTE C & SHERI S	ORIGINAL TOWN S 88' LT 8 BLK 63	1,668	\$60.38
400005239	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN N 44' LT 8 BLK 63	8,712	\$315.37
400005247	NIELSEN/THOMAS L & LOIS E	ORIGINAL TOWN E 1/3 LT 1 BLK 64	8,657	\$313.38
400005255	HAND/CRAIG C	ORIGINAL TOWN C 1/3 LT 1 BLK 64	7,243	\$262.20
400005263	BOWEN/STEPHEN T & JACQUELINE E	ORIGINAL TOWN W 1/3 LT 1 BLK 64	6,496	\$235.16
400005271	PHAM/TAMMY	ORIGINAL TOWN E 44' LT 2 BLK 64	11,000	\$398.20
400005298	VANWINKLE LIMITED LLC	ORIGINAL TOWN W 1/3 LT 2 BLK 64	4,375	\$158.38
400005301	DOUBLE S PROPERTIES LLC	ORIGINAL TOWN E 1/3 LT 3 BLK 64	8,448	\$305.82
400005328	SARIA E/JOSE ISIDRO	ORIGINAL TOWN W 2/3 LT 3 BLK 64	16,896	\$611.64
400005336	GERDES/GALEN E & TAMERA M	ORIGINAL TOWN LT 4 BLK 64	26,136	\$946.12
400005344	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 5 BLK 64	-	\$0.00
400005352	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 6 & 7 BLK 64	-	\$0.00
400005360	WAGONER/MICHAEL	ORIGINAL TOWN N 22' LT 8 BLK 64	4,158	\$150.52
400005379	TAYLOR/TERRY N & SUSAN M	ORIGINAL TOWN S 1/2 N 1/3 LT 8 BLK 64	4,136	\$149.72
400005387	PERFORMANCE PLUS LIQUIDS, INC	ORIGINAL TOWN N 44' S 88' LT 8 BLK 64	8,712	\$315.37
400005395	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND S 44' LT 8 BLK 64	-	\$0.00
400005409	HEDDE BUILDING LLC	ORIGINAL TOWN LT 1 BLK 65	33,840	\$1,225.01
400005417	NIELSEN/THOMAS L & LOIS E	ORIGINAL TOWN E 1/3 LT 2 BLK 65	8,712	\$315.37
400005425	TAKE FLIGHT INVESTMENTS LLC	ORIGINAL TOWN C 1/3 LT 2 BLK 65	8,316	\$301.04
400005433	ARCHWAY PARTNERSHIP	ORIGINAL TOWN W 1/3 LT 2 BLK 65	6,666	\$241.31
400005441	BARTENBACH REAL ESTATE, LLC	ORIGINAL TOWN E 1/3 LT 3 BLK 65	4,884	\$176.80

ORDINANCE NO. 9722 (Cont.)

400005468	IGLESIA EVANGELICA PENTECOSTES	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND C 1/3 LT 3 BLK 65	7,304	\$264.40
400005476	SPOTANSKI/MARK & TERESA	ORIGINAL TOWN W 1/3 LT 3 BLK 65	7,920	\$286.70
400005484	HOFFER/ALLEN & LINDA	ORIGINAL TOWN E 1/3 LT 4 BLK 65	7,920	\$286.70
400005492	WALD 12 PROPERTIES LLC	ORIGINAL TOWN W 2/3 LT 4 BLK 65	16,494	\$597.08
400005506	J & B RENTALS LLC	ORIGINAL TOWN S 44' N 1/2 LT 5 BLK 65	8,536	\$309.00
400005514	TAYLOR/TERRY N & SUSAN M	ORIGINAL TOWN N 22' LT 5 BLK 65	4,356	\$157.69
400005522	J O ENTERPRISES INC	ORIGINAL TOWN S 1/2 LT 5 BLK 65	8,148	\$294.96
400005530	J & B RENTALS LLC	ORIGINAL TOWN W 1/3 LT 6 BLK 65	5,128	\$185.63
400005549	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN E 2/3 LT 6 BLK 65	14,048	\$508.54
400005557	T W ZILLER PROPERTIES LLC	ORIGINAL TOWN W 1/2 LT 7 BLK 65	9,900	\$358.38
400005565	C & S GROUP LLC	ORIGINAL TOWN N 55' E 1/2 LT 7 & N 55' LT 8 BLK 65	-	\$0.00
400005573	C & S GROUP LLC	ORIGINAL TOWN PT W 18.9' E 1/2 LT 7 & N 29.9' E 14.1' LT 7 & W 29' OF C 22' OF E 1/2 LT 7 & N 29.9' OF S 55' LT 8 XC N 6' S 31.1' E 40' LT 8 BLK 65	5,430	\$196.57
400005581	PARMLEY/DAVID J	ORIGINAL TOWN C 22' E 4' LT 7 & C 22' LT 8 BLK 65	4,620	\$167.24
400005603	C & S GROUP LLC	ORIGINAL TOWN S 25.1' E 14.1' LT 7 & S 25.1' LT 8 & N 6' S 31.1' E 40' LT 8 BLK 65	6,720	\$243.26
400005611	GARCIA/JUAN FRANCISCO	ORIGINAL TOWN LTS 1 & 2 BLK 66	52,272	\$1,892.25
400005638	FRANCO ENTERTAINMENT, LLC	ORIGINAL TOWN W 2/3 LT 3 XC W 17.5' OF S 44' BLK 66	12,358	\$447.36
400005646	VIPPERMAN/JOHN FREDRICK	ORIGINAL TOWN E 1/3 LT 3 BLK 66	8,712	\$315.37
400005654	DUDA/JAMES G	ORIGINAL TOWN N 88' E 1/3 LT 4 BLK 66	5,094	\$184.40
400005662	ARENDS/SIERRA	ORIGINAL TOWN N 88' C 1/3 LT 4 BLK 66	5,148	\$186.36
400005670	WING EMPIRE INC	ORIGINAL TOWN N 80' W 1/3 LT 4 BLK 66	4,620	\$167.24

ORDINANCE NO. 9722 (Cont.)

400005689	TOWER 217, LLC	ORIGINAL TOWN W 17 1/2' S 44' LT 3 & N 8' S 52' W 22' & S 44' LT 4 BLK 66	27,104	\$981.16
400005697	PEACEFUL ROOT LLC	ORIGINAL TOWN W 1/3 LT 6 & ALL LT 5 BLK 66	27,407	\$992.13
400005700	PEACEFUL ROOT LLC	ORIGINAL TOWN E 2/3 LT 6 & W 1/3 LT 7 BLK 66	21,780	\$788.44
400005719	RAWR HOLDINGS LLC	ORIGINAL TOWN E 2/3 LT 7 BLK 66	7,832	\$283.52
400005721	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 100 (1ST FLOOR)~	3,139	\$113.63
400005722	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 101 (FIRST FLOOR)~	3,260	\$118.01
400005723	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 201 (2ND FLOOR)	7,049	\$255.17
400005725	GRAND ISLAND REAL ESTATE	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 301 (3RD FLOOR)	7,223	\$261.47
400005727	PROCON MANAGEMENT INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME UNIT 001 (BASEMENT)	8,406	\$304.30
400005729	OLD CITY HALL COND ASSO INC	OLD CITY HALL CONDOMINIUM PROPERTY REGIME(COMMON AREA)	3,753	\$135.86
400005735	CITY OF GI	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 1/2 BLK 67	-	\$0.00
400005743	COUNTY OF HALL NEBRASKA	ORIGINAL TOWN S 1/2 BLK 67	8,945	\$323.81
400005751	CITY OF GRAND ISLAND	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 1/3 LT 2 & ALL LT 1 BLK 68	-	\$0.00
400005786	S & V INVESTMENTS LLC	SV SUB LT 1	10,560	\$382.27
400006685	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLK 78 & VACATED ALLEY	49,773	\$1,801.78
400006707	EQUITABLE BLDG & LOAN ASSN/THE	ORIGINAL TOWN LT 1 BLK 79	434	\$15.71
400006715	EQUITABLE BLDG & LOAN ASSN OF GI	ORIGINAL TOWN LT 2 BLK 79	-	\$0.00
400006723	EQUITABLE BLDG & LOAN ASSN/THE	ORIGINAL TOWN S 44' LT 3 & S 44' LT 4 BLK 79	8,690	\$314.58
400006766	EQUITABLE BLDG & LOAN ASSN OF GI	ORIGINAL TOWN N 26' 10.5 LT 8 BLK 79	-	\$0.00

ORDINANCE NO. 9722 (Cont.)

400006774	EQUITABLE BLDG & LOAN ASSN OF G I	ORIGINAL TOWN S 17' 1.5 N 44' LT 8 BLK 79	-	\$0.00
400006782	EQUITABLE BLDG & LOAN ASSN OF G I	ORIGINAL TOWN S 88' LT 8 BLK 79	-	\$0.00
400006790	CALDERON/ELISEO & JESSICA	ORIGINAL TOWN E 22' LT 4 & W 22' LT 3 BLK 80	17,600	\$637.12
400006809	CALDERON/ELISEO & JESSICA	ORIGINAL TOWN W 44' LT 4 BLK 80	17,864	\$646.68
400006812	NORTHWESTERN BELL TELE CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 5-6-7 BLK 80	86,184	\$3,119.86
400006820	NORTHWESTERN BELL TELE CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND N 44' LT 8 BLK 80	-	\$0.00
400006839	MCDERMOTT/NIELS C & VIRGINIA A	ORIGINAL TOWN C 1/3 LT 8 BLK 80	2,836	\$102.66
400006847	HALL CO	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LTS 1-2 & E 44' LT 3 BLK 80	30,263	\$1,095.52
400006863	MITCHELL/DEREK L & RUTH E	ORIGINAL TOWN S 44' LT 8 BLK 80	2,904	\$105.12
400006871	VICTORY BIBLE FELLOWSHIP OF THE	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND LT 1 BLK 81	34,752	\$1,258.02
400006898	GRAND ISLAND AREA CHAMBER OF COMMERCE	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND E 2/3 LT 2 BLK 81	12,760	\$461.91
400006901	TRAMPE/RONALD EUGENE	ORIGINAL TOWN W 1/3 LT 2 BLK 81	2,420	\$87.60
400006928	TINAJERO/FRANCISCO	ORIGINAL TOWN E 1/3 LT 3 BLK 81	2,464	\$89.20
400006936	ENCINGER ENTERPRISES LLC	ORIGINAL TOWN C 1/3 LT 3 BLK 81	7,106	\$257.24
400006944	KRAUSS ENTERPRISES LLC	ORIGINAL TOWN W 1/3 LT 3 & ALL 4 BLK 81	4,860	\$175.93
400006952	MEHRING & SHADA PROPERTIES LLC	ORIGINAL TOWN LT 5 BLK 81	5,868	\$212.42
400006960	MEHRING & SHADA PROPERTIES LLC	ORIGINAL TOWN LT 6 BLK 81	2,426	\$87.82
400006979	WHEELER STREET PARTNERSHIP	ORIGINAL TOWN LT 7 & S 2/3 LT 8 BLK 81	10,540	\$381.55
400006987	WHEELER ST PARTNERSHIP	ORIGINAL TOWN N 1/3 LT 8 BLK 81	7,656	\$277.15
400006995	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LT 1 & PT VAC ALLEY BLK 82	-	\$0.00

ORDINANCE NO. 9722 (Cont.)

400007002	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LT 2 & PT VAC ALLEY BLK 82	4,742	\$171.66
400007010	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LT 3 & PT VAC ALLEY BLK 82	-	\$0.00
400007029	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LT 4 & PT VAC ALLEY BLK 82	-	\$0.00
400007037	GRAND ISLAND INDEPENDENT	ORIGINAL TOWN LTS 5-6-7-8 & PT VAC ALLEY BLK 82	29,053	\$1,051.72
400007223	GRAND ISLAND LIEDERKRANZ	ORIGINAL TOWN PT LTS 1-2-3 & 4 BLK 87	33,632	\$1,217.48
400007304	CITY OF G I	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND ALL BLK 88	-	\$0.00
400007312	DODGE & ELK PARK LOTS	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND PT BLK 89	-	\$0.00
400007320	OLD ELKS BUILDING DEVEL LLC	ORIGINAL TOWN N 60' FR LTS 1 & 2 & N 60' OF E 24' OF LT 3 BLK 89	17,122	\$619.82
400039605	HALL CO	COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 1	27,476	\$994.63
400039613	HALL CO	COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 2	-	\$0.00
400039621	HALL CO	COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 3	-	\$0.00
400039648	HALL CO	COURT HOUSE ADD TO THE CITY OF GRAND ISLAND LT 4	-	\$0.00
400135868	L.P.B. LLC	GILBERT'S SUB NORTH, PART OF BLK 79, ORIGINAL TOWN 22' X 99' LT A	2,904	\$105.12
400135876	EQUITABLE BUILDING & LOAN ASSOC	GILBERT'S SUB NORTH, PART OF BLK 79, ORIGINAL TOWN LT B	1,452	\$52.56
400143259	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 102	939	\$33.99
400143267	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 103	1,364	\$49.38
400143275	EQUITABLE BUILDING & LOAN ASSN/THE	THE YANCEY, A CONDOMINIUM UNIT 104	3,367	\$121.89
400143283	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 201A	3,616	\$130.90
400143291	DEVCO INVESTMENT CORPORATION	THE YANCEY, A CONDOMINIUM UNIT 301	787	\$28.49
400143305	GEORGE/MOLLIE JO	THE YANCEY, A CONDOMINIUM UNIT 302	567	\$20.53

ORDINANCE NO. 9722 (Cont.)

400143313	FARR/THOMAS M & NITA J	THE YANCEY, A CONDOMINIUM UNIT 303	730	\$26.43
400143321	ZINS/WILLIAM L	THE YANCEY, A CONDOMINIUM UNIT 304	734	\$26.57
400143348	HINRICHS/DARRELL D & MARLENE M	THE YANCEY, A CONDOMINIUM UNIT 305	910	\$32.94
400143356	BAXTER/DUDLEY D & DIANA K	THE YANCEY, A CONDOMINIUM UNIT 401	582	\$21.07
400143364	EDWARDS BUILDING CORP	THE YANCEY, A CONDOMINIUM UNIT 402	654	\$23.67
400143372	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 403	631	\$22.84
400143380	MEYER/RONNY A & LYNN M	THE YANCEY, A CONDOMINIUM UNIT 404	722	\$26.14
400143399	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 405	630	\$22.81
400143402	POWERS/YOLANDA L	THE YANCEY, A CONDOMINIUM UNIT 406	623	\$22.55
400143410	WHITE/AARON J	THE YANCEY, A CONDOMINIUM UNIT 407	900	\$32.58
400143429	LUCE/ERIC D	THE YANCEY, A CONDOMINIUM UNIT 501	582	\$21.07
400143437	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 502	671	\$24.29
400143445	QUALITY QTRS. LLC	THE YANCEY, A CONDOMINIUM UNIT 503	631	\$22.84
400143453	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 504	722	\$26.14
400143461	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 505	630	\$22.81
400143488	BERGHOLZ/MICHAEL J	THE YANCEY, A CONDOMINIUM UNIT 506	623	\$22.55
400143496	ALEXANDER/WENDY L	THE YANCEY, A CONDOMINIUM UNIT 507	900	\$32.58
400143518	ROE/JIM GAYLORD & ADRIANA	THE YANCEY, A CONDOMINIUM UNIT 601	582	\$21.07
400143526	ROE/JIM GAYLORD & ADRIANA	THE YANCEY, A CONDOMINIUM UNIT 602	671	\$24.29
400143534	SHAW/STEPHANIE A	THE YANCEY, A CONDOMINIUM UNIT 603	631	\$22.84
400143542	CLYNE/THOMAS B	THE YANCEY, A CONDOMINIUM UNIT 604	722	\$26.14

ORDINANCE NO. 9722 (Cont.)

400143550	QUALITY QTRS LLC	THE YANCEY, A CONDOMINIUM UNIT 605	630	\$22.81
400143569	STEPHENS/ALEXA E	THE YANCEY, A CONDOMINIUM UNIT 606	623	\$22.55
400143577	SABELS/MARTIN C	THE YANCEY, A CONDOMINIUM UNIT 607	900	\$32.58
400143585	HINRICHS/DARRELL & MARLENE	THE YANCEY, A CONDOMINIUM UNIT 701	582	\$21.07
400143593	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 702	671	\$24.29
400143607	THE A-A-RON GROUP LLC	THE YANCEY, A CONDOMINIUM UNIT 703	631	\$22.84
400143615	BURTSCHER/JAN L	THE YANCEY, A CONDOMINIUM UNIT 704	722	\$26.14
400143623	CRUIKSHANK/LINDA	THE YANCEY, A CONDOMINIUM UNIT 705	630	\$22.81
400143631	WAINWRIGHT/TODD AARON	THE YANCEY, A CONDOMINIUM UNIT 706	623	\$22.55
400143658	VODEHNAL/LLOYD L	THE YANCEY, A CONDOMINIUM UNIT 707	900	\$32.58
400143666	ARTVEST III, A NE GENERAL PARTNER	THE YANCEY, A CONDOMINIUM UNIT 801	582	\$21.07
400143674	KIRKWOOD/BRITTANY M	THE YANCEY, A CONDOMINIUM UNIT 802	671	\$24.29
400143682	ZAVALA/VINCENT & SHARON	THE YANCEY, A CONDOMINIUM UNIT 803	740	\$26.79
400143690	POEHLER/DAVID	THE YANCEY, A CONDOMINIUM UNIT 804	1,062	\$38.44
400143704	POWERS/YOLANDA L	THE YANCEY, A CONDOMINIUM UNIT 805	803	\$29.07
400143712	NELSON/JACK L	THE YANCEY, A CONDOMINIUM UNIT 806	1,001	\$36.24
400143720	HINRICHS/DARRELL D & MARLENE	THE YANCEY, A CONDOMINIUM UNIT 901	582	\$21.07
400143739	STEVENS/KARI	THE YANCEY, A CONDOMINIUM UNIT 902	671	\$24.29
400143747	DETLEFSEN/DARRELL F & LISA	THE YANCEY, A CONDOMINIUM UNIT 903	740	\$26.79
400143755	NICKERSON/MITCHELL & SUSAN	THE YANCEY, A CONDOMINIUM UNIT 904	1,062	\$38.44
400143763	DIZMANG/TAMMY L	THE YANCEY, A CONDOMINIUM UNIT 905	803	\$29.07



ORDINANCE NO. 9722 (Cont.)

400143771	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 906	1,001	\$36.24
400143798	TODD/LINDA M	THE YANCEY, A CONDOMINIUM UNIT 1001	582	\$21.07
400143801	WOLFGRAM/DIANA & CHRISTIAN	THE YANCEY, A CONDOMINIUM UNIT 1002	671	\$24.29
400143828	JENSEN/PATTI	THE YANCEY, A CONDOMINIUM UNIT 1003	740	\$26.79
400143836	WHITEHEAD/DIANA L	THE YANCEY, A CONDOMINIUM UNIT 1004	1,062	\$38.44
400143844	MEGARD/JAY S	THE YANCEY, A CONDOMINIUM UNIT 1005	803	\$29.07
400143852	ADEN/STEVEN G	THE YANCEY, A CONDOMINIUM UNIT 1006	1,001	\$36.24
400143860	MYERS/JON M & CHANDRA L	THE YANCEY, A CONDOMINIUM UNIT 1101	582	\$21.07
400143879	PORTO/MARK T	THE YANCEY, A CONDOMINIUM UNIT 1102	671	\$24.29
400143887	BUCKLEY/LYNN A	THE YANCEY, A CONDOMINIUM UNIT 1103	740	\$26.79
400143895	PERFORMANCE PLUS LIQUIDS INC	THE YANCEY, A CONDOMINIUM UNIT 1104	1,062	\$38.44
400143909	BOLEY/LOREN E	THE YANCEY, A CONDOMINIUM UNIT 1105	803	\$29.07
400143917	AULNER/KRISTINE	THE YANCEY, A CONDOMINIUM UNIT 1106	1,001	\$36.24
400287218	ARTVEST III	THE YANCEY, A CONDOMINIUM UNIT 002	514	\$18.61
400287226	ARTVEST III	THE YANCEY, A CONDOMINIUM UNIT 001	2,068	\$74.86
400287390	ELLISON/ROXANN T	ORIGINAL TOWN W 18.9' OF E 33' OF S 25.1' LT 7 BLK 65	450	\$16.29
400292963	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 101	227	\$8.22
400292971	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 201B	437	\$15.82
400292998	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 201C	1,100	\$39.82
400293005	EQUITABLE BUILDING & LOAN ASSOC	THE YANCEY, A CONDOMINIUM UNIT 201D	839	\$30.37
400293498	UNION PACIFIC RAILROAD	MISCELLANEOUS TRACTS 15-11-9 TO CITY OF G I, PT NW 1/4, LOCATED S~OF BLKS 44-45-46-	-	\$0.00

ORDINANCE NO. 9722 (Cont.)

		47-48 O.T.~		
400293501	UNION PACIFIC RAILROAD	MISCELLANEOUS TRACTS 16-11-9 TO THE CITY OF GRAND ISLAND PT NE 1/4	-	\$0.00
400294982	HOME FEDERAL SAVINGS & LOAN	ORIGINAL TOWN PT LTS 1-2-3-4-7 & ALL 5 & 6 & PT VACATED ALLEY BLK 89	416	\$15.06
400325705	CALDERON/ELISEO & JESSICA	JENSEN SUB LT 2	1,650	\$59.73
400328798	MEAD BUILDING CENTERS	IMPROVEMENTS ONLY LOCATED ON NO OF BLK 59 O.T. MISC TRACTS 16-11-9 LANDOWNER: UNION PACIFIC RAILROAD	25,439	\$920.89
400367009	IGLESIA EVANGELICA PENTECOSTES	ZILLER SUB LT 2	16,254	\$588.39
400401681	GRAND ISLAND/CITY OF	WESTERVELT'S SUB TO THE CITY OF GRAND ISLAND VACATED ST SOUTH OF LT 1	-	\$0.00
400424177	CITY OF GRAND ISLAND	ORIGINAL TOWN S 1/2 LT 1 BLK 57	-	\$0.00
400467186	GRAND ISLAND LIEDERKRANZ	ORIGINAL TOWN TO THE CITY OF GRAND ISLAND PT LTS 1-2-3 & 4 BLK 87	-	\$0.00
400475235	CITY OF GRAND ISLAND	PARKING RAMP SUB TO THE CITY OF GRAND ISLAND LTS 1-2-& 3	-	\$0.00
				\$66,873.74

SECTION 2. The special tax shall become delinquent fifty (50) days from the date of this levy; the entire amount so assessed and levied against each lot or tract may be paid within fifty (50) days from the date of this levy without interest and the lien of special tax thereby satisfied and released. After the same shall become delinquent, interest at the rate of fourteen percent (14%) per annum shall accrue thereon.

SECTION 4. Upon due and proper application received from the owner of any assessed tract or parcel, a tax credit may be provided in the amount of \$10.00 for each private parking space located upon the assessed tract or parcel, which credit shall be applied against the special tax due not to exceed the amount of the special assessment and tax. To qualify for credit,

ORDINANCE NO. 9722 (Cont.)

a parking space shall be of sufficient size for parking a passenger car. Application for the credit shall be made upon a form provided by the City's Finance Department and shall be received prior to the date of the special assessment delinquency.

SECTION 4. The city treasurer of the City of Grand Island, Nebraska, is hereby directed to collect the amount of said taxes herein set forth, less applicable credits, as provided by law.

SECTION 5. Such special assessments shall be paid into a fund to be designated as the "Vehicle Offstreet Parking District No. 3".

SECTION 6. Any provision of the Grand Island City Code, any ordinance, or part of an ordinance in conflict herewith is hereby repealed.

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

Enacted: February 12, 2019.

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Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk



# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item G-1

### Approving Minutes of January 22, 2019 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

January 22, 2019

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 January 22, 2019. Notice of the meeting was given in *The Grand Island Independent* on January 16, 2019.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Mike Paulick, Jeremy Jones, Jason Conley, Vaughn Minton, Clay Schutz, Julie Hehnke, Mitch Nickerson, and Chuck Haase. Councilmember Michelle Fitzke and Mark Stelk were 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 Nathan Frew, Abundant Life Christian Center, 3411 West Faidley Avenue followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Recognition of Randy Leiser, Electric Underground Superintendent for 30 Years of Service with the City of Grand Island. The Mayor and City Council recognized Electric Underground Superintendent Randy Leiser for 30 years of service with the City of Grand Island. Utilities Director Tim Luchsinger commented and thanked Mr. Leiser for his service to the City of Grand Island. Mr. Leiser was present for the recognition.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement - 3551 N. Highway 281 - Levering. Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 3551 N. Highway 281 was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. This easement would allow the Utilities Department to re-route the existing three-phase overhead power line and install a pad-mounted transformer to provide service to the upgraded building for Grones Outdoor Power. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 2004 N. Wheeler - Holiday Gardens I, LLC. Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 2004 N. Wheeler was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including water lines. This easement would allow the Utilities Department to install, access, operate and maintain the water main infrastructure at this location. Staff recommended approval. No public testimony was heard.

Public Hearing on Request to Rezone Property located South of Craig Drive, East of Mansfield Road, North of 13th Street and West of North Road from R-1 – Suburban Residential to R-2

Low Density Residential and R-3 Medium Density Residential (Rhoads Enterprises, Inc.). Regional Planning Director Chad Nabity reported that Josh Rhoads with Horizon Builders has an option to purchase Lot 2 of B and M Estates Subdivision for residential development and had requested a zoning change on the property. He was requesting that the zoning on the north and west ends of the property be changed to R2 Low Density Residential, the same zoning district that was immediately adjacent to that property and that the south portion of the property along 13<sup>th</sup> Street be changed to R3 Medium Density Residential. Staff recommended approval. Josh Rhoads, 414 Westwood Circle spoke in support. Darrell Nelson, 4051 Craig Drive spoke in support but had some concerns. Mark Hansen, 4075 Craig Drive spoke in support. No further public testimony was heard.

Public Hearing on Amendments to the Grand Island City Code Section 36-96 Off Street Parking Requirements and the Addition of Section 36-107 Public Facilities. Regional Planning Director Chad Nabity reported that at the January 8, 2019 Grand Island City Council meeting, Council voted to disband Parking District 1 in Downtown Grand Island. Parking District 1 was referenced in the off street parking regulation section of Chapter 36. The proposed change replaces that reference with the boundary description of the parking district. The second change had been suggested to insure that the City can build city owned and operated facilities in any zoning district. Staff recommended approval. No public testimony was heard.

Public Hearing on Amendment to the Redevelopment Plan for CRA No. 1 located at 411 West 3rd Street (Paramount Development, LLC). Regional Planning Director Chad Nabity reported that Paramount Development LLC had submitted an application for tax increment financing to aid in the redevelopment of property on the first floor of the westerly portion of the old Sears building at 411 West 3<sup>rd</sup> Street. The proposal would redevelop 6500 square feet of property on the main floor of the building for commercial and residential space including one handicapped accessible apartment. Staff had prepared a redevelopment plan for this property consistent with the TIF application. Staff recommended approval. Zach Butz, 308 North Locust Street spoke in support. Scott Schleicher, 4063 Craig Drive spoke in opposition. No further public testimony was heard.

ORDINANCES:

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

#9719 - Consideration of Approving Request to Rezone Property located South of Craig Drive, East of Mansfield Road, North of 13th Street and West of North Road from R-1 – Suburban Residential to R-2 Low Density Residential and R-3 Medium Density Residential (Rhoads Enterprises, Inc.)

#9720 - Consideration of Approving Amendments to the Grand Island City Code Section 36-96 Off Street Parking Requirements and the Addition to Section 36-107 Public Facilities

#9721 - Consideration of Creation of Sanitary Sewer District No. 543; Willow Street

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

#9719 - Consideration of Approving Request to Rezone Property located South of Craig Drive, East of Mansfield Road, North of 13th Street and West of North Road from R-1 – Suburban Residential to R-2 Low Density Residential and R-3 Medium Density Residential (Rhoads Enterprises, Inc.)

This item was related to the aforementioned Public Hearing. Mr. Nabity explained the differences between R-1, R-2 and R-3 zones and what could be built on each zone. Discussion was held regarding parking requirement and the types of housing that could be built for each of those zones.

Motion by Paulick, second by Minton to approve Ordinance #9719.

City Clerk: Ordinance #9719 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9719 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9719 is declared to be lawfully adopted upon publication as required by law.

#9720 - Consideration of Approving Amendments to the Grand Island City Code Section 36-96 Off Street Parking Requirements and the Addition to Section 36-107 Public Facilities

This item was related to the aforementioned Public Hearing.

Motion by Minton, second by Jones to approve Ordinance #9720.

City Clerk: Ordinance #9720 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9720 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9720 is declared to be lawfully adopted upon publication as required by law.

#9721 - Consideration of Creation of Sanitary Sewer District No. 543; Willow Street

Public Works Director John Collins reported that a request had been received for the creation of a Sanitary Sewer District. The boundary for the proposed district was selected in order to serve an area previously unserved that was located north of 4<sup>th</sup> Street, east of Congdon Avenue. Sanitary sewer was requested in this area in 2003 and again in September 2017. The proposed district boundary would eliminate around fifteen (15) septic tanks and provide sanitary service to approximately twenty-one (21) lots. Staff recommended approval.

Discussion was held regarding this being an assessment district instead of a tap district and the cost to the property owners.

Motion by Minton, second by Hehnke to approve Ordinance #9721.

City Clerk: Ordinance #9721 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9721 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9721 is declared to be lawfully adopted upon publication as required by law.

CONSENT AGENDA: Consent Agenda item G-3 was pulled from the agenda for further discussion. Motion by Jones, second by Paulick to approve the Consent Agenda excluding item G-3. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of January 8, 2019 City Council Regular Meeting.

Approving Minutes of January 15, 2019 City Council Study Session.

Approving Request from Luz Elena Castillo Rodriguez, 647 E. Meves for Liquor Manager Designation for Fiesta Latina, 2815 South Locust Street. City Clerk RaNae Edwards reported staff recommended approval of the application.

Motion by Nickerson, second by Hehnke to approve the request. Upon roll call vote, all voted aye. Motion adopted.

Approving Councilmember Appointments to Boards and Commissions.



#2019-28 - Approving Final Plat and Subdivision Agreement for Brach's Seventh Subdivision. It was noted that Kirk and Tanya Hansen, owners, had submitted the Final Plat and Subdivision Agreement for Brach's Seventh Subdivision located south of LaMar Avenue and west of Harrison Street for the purpose of creating 1 lot on 0.97 acres of land.

#2019-29 - Approving Acquisition of Utility Easement - 3551 N. Highway 281 – Levering.

#2019-30 - Approving Acquisition of Utility Easement - 2004 N. Wheeler - Holiday Gardens I, LLC.

#2019-31 - Approving Bid Award for Bottom Ash and Boiler Industrial Cleaning - Spring 2019 Outage with Meylan Enterprises, Inc. of Omaha, Nebraska in an Amount of \$156,178.27.

#2019-32 - Approving Certificate of Final Completion for Water Main Project 2018-W-3 - Golden Age Subdivision with Van Kirk Brothers Contracting of Sutton, Nebraska.

#2019-33 - Approving the Setting of the Board of Equalization Date Hearing for Lot One - Rowe Second Subdivision in Water Main District 421T for February 26, 2019.

#2019-34 - Approving Agreement with Engineering and Research International, Inc. of Savoy, Illinois for 2019 Pavement Condition Assessment in an Amount of \$154,542.55.

#2019-35 - Approving Agreement with Iteris, Inc. of Lincoln, Nebraska for 2019 Signal Timing Project in an Amount of \$77,346.91.

#2019-36 - Approving State Bid Award for a Skid Loader for the Parks Division of the Parks & Recreation Department with Central Nebraska Bobcat of Grand Island, Nebraska in an Amount of \$70,991.61.

#2019-37 - Approving State Bid Award for Two (2) 72 Inch Turf Mowers for the Parks Division of the Parks & Recreation Department with Grand Kubota of Grand Island, Nebraska in an Amount of \$40,412.42.

#2019-38 - Approving Contract for Concession Stand Operations for the Softball/Baseball Fields at the Veterans Athletic Field East Complex with Rathjen & Son Enterprises, Inc. DBA The Snow of Grand Island, Nebraska.

#2019-39 - Approving Contract to Provide and Install New Commercial Pool Heaters at Island Oasis Water Park with Island Indoor Climate of Grand Island, Nebraska in an Amount of \$81,440.00.

#2019-40 - Approving First Amendment to Interlocal Agreement with Hall County Regarding Library Services to Hall County Residents.

#2019-41 - Approving Purchase of Luminaire Poles, ACSR Wire and Accessories with RESCO of Middleton, Wisconsin in an Amount of \$45,474.00; Husker Electric of Lincoln, Nebraska in

an Amount of \$14,560.00; WESCO of Des Moines, Iowa in an Amount of \$53,478.30; and Dutton-Lainson of Hastings, Nebraska in an Amount of \$12,232.00.

RESOLUTIONS:

#2019-42 - Consideration of Approving Amendment to the Redevelopment Plan for CRA No. 1 located at 411 West 3rd Street (Paramount Development, LLC). This item was related to the aforementioned Public Hearing. Staff recommended approval.

Discussion was held regarding the amount of the TIF Bond on this project. Eligible expenditures would be tracked. No other funding had been applied for on this project.

Motion by Hehnke, second by Minton to approve Resolution #2019-42. Upon roll call vote, all voted aye. Motion adopted.

#2019-43 - Consideration of Approving Additional Staff to Operate the Expanded Veterans Athletic Field Complex. Parks and Recreation Director Todd McCoy reported that in order to maintain the new facilities at the Veterans Athletic Field Complex, the Parks Department was requesting the addition of One (1) Full-time Park Maintenance Worker, One (1) Six Month Seasonal Park Worker, and Two (2) Three Month Seasonal Park Workers. The estimated personnel expense for 2019 would be \$56,678.00 because the facility would operate less than a full year. Staff recommended approval.

Finance Director Pat Brown answered questions regarding vacancies in the Parks budget. Funding for the extra employees was mentioned. Parks Superintendent Barry Burrows commented on the sports programs lasting longer each year which didn't give the employee's time to do other projects that could be done in the winter.

City Administrator Marlan Ferguson commented on the 20 parks in the City and the need to keep them up. Mentioned was the Food & Beverage Tax that could be used for Parks projects.

Motion by Minton, second by Nickerson to approve Resolution #2019-43. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Hehnke to approve the payment of claims for the period of January 9, 2019 through January 22, 2019 for a total amount of \$5,380,678.66. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 8:42 p.m.

RaNae Edwards  
City Clerk



# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item G-2

### **Approving Appointment of Darrell Nelson to the Regional Planning Commission**

*Mayor Steele has submitted the appointment of Darrell Nelson to the Regional Planning Commission to replace Derek Apfel. The appointment would become effective immediately upon approval by the City Council and would expire on October 31, 2021.*

Staff Contact: Mayor Roger Steele



# **City of Grand Island**

**Tuesday, February 12, 2019**

**Council Session**

## **Item G-3**

**Approving Request from Christopher Kotulak, 1409 10th Street,  
Aurora, Nebraska for Liquor Manager Designation for Hall  
County Livestock Improvement Association (Fonner Park), 700  
East Stolley Park Road**

**Staff Contact: RaNae Edwards**

# Council Agenda Memo

**From:** RaNae Edwards, City Clerk

**Meeting:** February 12, 2019

**Subject:** Request from Christopher Kotulak, 1409 10<sup>th</sup> Street, Aurora, Nebraska for Liquor Manager Designation with Hall County Livestock Improvement Association (Fonner Park), 700 East Stolley Park Road

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

## Background

Christopher Kotulak, 1409 10<sup>th</sup> Street, Aurora, Nebraska has submitted an application with the City Clerk's Office for a Liquor Manager Designation in conjunction with Hall County Livestock Improvement Association (Fonner Park), 700 East Stolley Park Road.

This application has been reviewed by the Police Department and City Clerk's Office. See Police Department report attached.

## Discussion

City Council action is required and forwarded to the Nebraska Liquor Control Commission for issuance of all liquor manager designations. All departmental reports have been received. Staff recommends approval contingent upon completion of a state approved alcohol server/seller training program.

## Alternatives

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

1. Approve the requests.
2. Forward the requests with no recommendation.
3. Take no action on the requests.

## **Recommendation**

City Administration recommends that the Council approve the request for Liquor Manager Designation.

## **Sample Motion**

Move to approve the request from Christopher Kotulak, 1409 10<sup>th</sup> Street, Aurora, Nebraska for Liquor Manager Designation in conjunction with the Class “CK-078819” Liquor License for Hall County Livestock Improvement Association (Fonner Park), 700 East Stolley Park Road with the stipulation that Mr. Kotulak complete a state approved alcohol server/seller training program.

01/11/19  
15:27

Grand Island Police Department  
LAW SUPPLEMENTAL NARRATIVE

Page: 450  
1

Incident number : L19010536  
Sequence number : 1  
Name : Vitera D  
Date : 14:05:14 01/11/2019  
Narrative : (see below)  
318

Grand Island Police Department  
Supplemental Report

Date, Time: Fri Jan 11 14:05:26 CST 2019  
Reporting Officer: Vitera  
Unit- CID

Christopher Kotulak is applying to become the liquor manager for the Hall County Livestock Improvement Association (Fonner Park). According to the application, Christopher moved to Aurora, Nebraska in 2018. Prior to that, he lived in Oklahoma and California. Christopher has a spouse who signed a "Spousal Affidavit of Non-Participation" form. Christopher did not disclose any criminal convictions.

Christopher did not have an entry in Spillman, and his only entry in NCJIS is for obtaining a Nebraska driver's license. Christopher doesn't have any outstanding warrants for his arrest. I also checked Christopher through a paid law enforcement-only database which tends to provide mostly personal identifying information and information about civil issues and did not find anything out of the ordinary.

With Christopher not living in Nebraska until just recently and my inability to run out-of-State criminal history checks on liquor license investigations, we will have to rely upon the national criminal history records associated with his fingerprint submission at the State level. With not much else to consider, the Grand Island Police Department doesn't have any objections to Christopher Kotulak becoming the liquor manager for the Hall County Livestock Improvement Association if the State doesn't have any objections.

= = = = =



# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item G-4

**#2019-44 - Approving Request from Grand Island PR, Inc. dba Grand Island Pizza Ranch, 1016 Diers Avenue, Suite 124, Grand Island, Nebraska for a Class “A” Liquor License and Liquor Manager Designation for Greg Tatro, 1312 W. Koenig Street**

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

Staff Contact: RaNae Edwards



RESOLUTION 2019-44

WHEREAS, an application was filed by Grand Island PR, Inc., doing business as Grand Island Pizza Ranch, 1016 Diers Avenue, Suite 124 for a Class "A" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on February 2, 2019; such publication cost being \$15.49; and

WHEREAS, a public hearing was held on February 12, 2019 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 Greg Tatro, 1312 W. Koenig Street, Grand Island, Nebraska as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form    ☐ \_\_\_\_\_  
February 8, 2019        ☐ City Attorney



# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item G-5

**#2019-45 - Approving Acquisition of Utility Easement - 3230 E.  
U.S. Highway 34 - Fast Track Buildings & Construction**

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2019-45

WHEREAS, a public utility easement is required by the City of Grand Island from Fast Track Buildings & Construction, L.L.C. and Bradley W. Shearer and Christina L. Shearer, to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including power lines and;

WHEREAS, a public hearing was held on February 12, 2019, for the purpose of discussing the proposed acquisition of a ten (10.0) foot utility easement located through a part of Lot One (1), Meadow Lane Seventh Subdivision in Hall County, Nebraska; and more particularly described as follows:

The westerly Ten (10.0) feet of the southerly Thirty (30.0) feet of Lot One (1), Meadow Lane Seventh Subdivision, Hall County, Nebraska.

The above-described easement and right-of-way containing a total of 300 square feet more or less as shown on the plat dated 12/12/2018, marked Exhibit "A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire public utility easements from Fast Track Buildings & Construction, L.L.C. and Bradley W. Shearer and Christina L. Shearer, on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2019.

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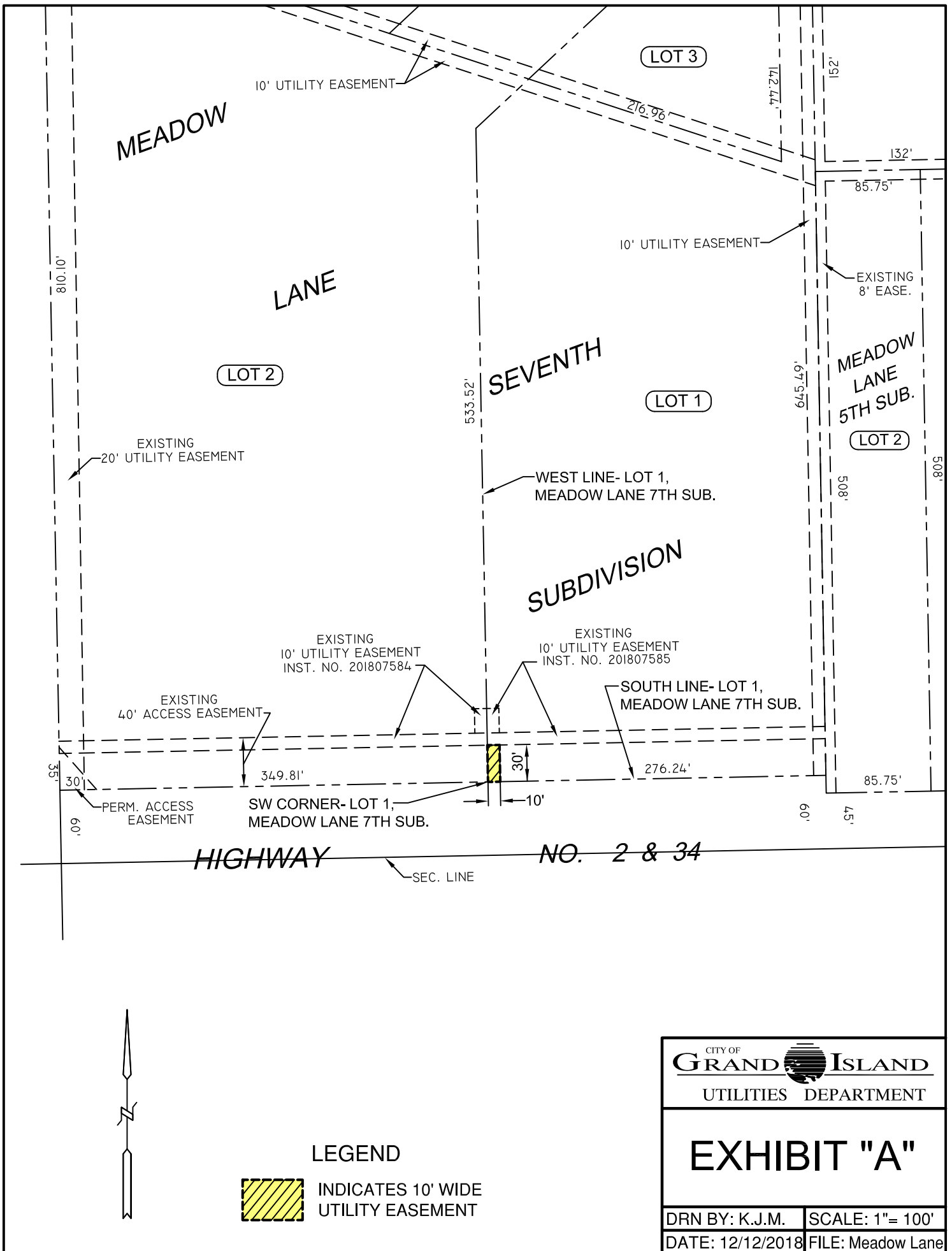
Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 8, 2019	☐ City Attorney



**LEGEND**



INDICATES 10' WIDE UTILITY EASEMENT

CITY OF <b>GRAND ISLAND</b> UTILITIES DEPARTMENT	
<b>EXHIBIT "A"</b>	
DRN BY: K.J.M.	SCALE: 1"= 100'
DATE: 12/12/2018	FILE: Meadow Lane



# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item G-6

**#2019-46 - Approving Acquisition of Utility Easement - 3216 E.  
U.S. Highway 34 - NPT Trucking, LLC**

*This item relates to the aforementioned Public Hearing item E-3.*

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2019-46

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

WHEREAS, a public hearing was held on February 12, 2019, for the purpose of discussing the proposed acquisition of a ten (10.0) foot utility easement located through a part of Lot Two (2), Meadow Lane Seventh Subdivision in Hall County, Nebraska; and more particularly described as follows:

The easterly Ten (10.0) feet of the southerly Thirty (30.0) feet of Lot Two (2), Meadow Lane Seventh Subdivision, Hall County, Nebraska.

The above-described easement and right-of-way containing a total of 300 square feet more or less as shown on the plat dated 12/12/2018, marked Exhibit "A", attached hereto and incorporated herein by reference.

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

- - -

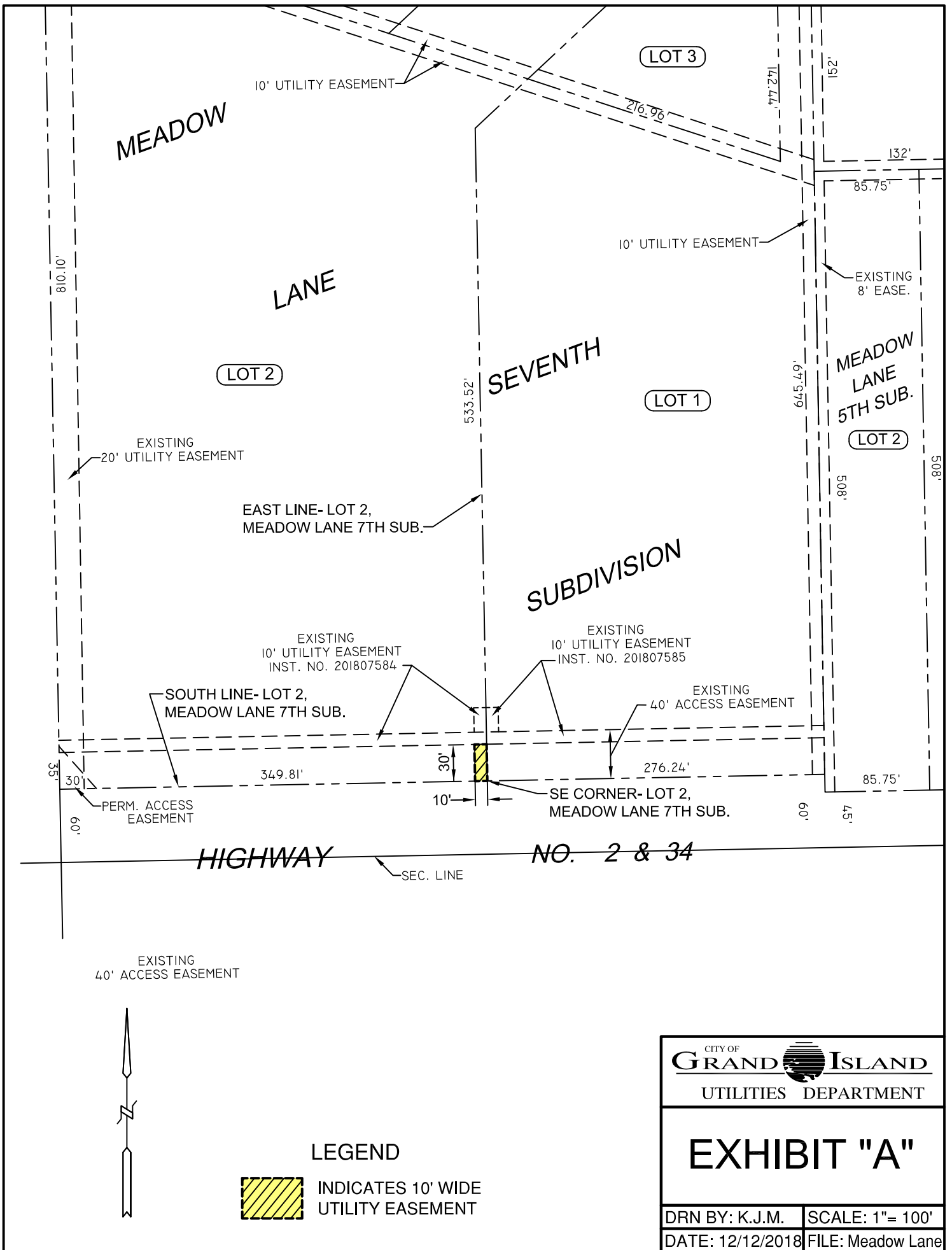
Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
February 8, 2019	☐ City Attorney





# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item G-7

**#2019-47 - Approving Boiler Chemical Cleaning 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:** February 12, 2019

**Subject:** Boiler Chemical Cleaning

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

The main boiler at the Platte Generating Station produces 750,000 pounds per hour of steam for production of electricity. Over time, deposits build up on the interior of the boiler tubes. The deposits are made up of iron and copper compounds along with some chemicals from the routine water treatment. The deposits in the PGS boiler have reached a point where they need to be cleaned out to avoid future damage to the boiler. Removal of the deposits requires a chemical cleaning, generally consisting of circulating acids and specialized cleaning chemicals through the boiler.

The next outage is scheduled for March of this year. Specifications were developed by the plant staff and the M&M Engineering, the Chemical Cleaning Consultant hired to help design and specify the specific procedure required and oversee the entire chemical cleaning project.

## Discussion

The specifications for the Boiler Chemical Cleaning were advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on January 23, 2019. Specifications were sent to four potential bidders and responses were received as listed below. The engineer's estimate for this project was \$300,000.00.

<b>Bidder</b>	<b>Base Bid Amount</b>	<b>Adjusted Bid Amount</b>
RMIS, Denver, Colorado	\$291,466.00	\$308,968.97
HydroChemPSC, Crossville, Illinois	\$324,227.19	\$307,346.99
Clean Harbors, Norwell, Massachusetts	\$317,465.45	\$312,383.12

The bids were reviewed by plant management staff and M&M Engineering. Adjustments were made to RMIS for bonding, equipment charges and taxes. Adjustments were made to HydroChemPSC and Clean Harbors for taxes. The tax adjustments were applied uniformly to all bidders based on input from the Utilities Finance Department that only the chemicals used would be taxed for this work.

The bid from HydroChemPSC is the lowest and best bid and is compliant with specifications. HydroChemPSC also includes a greater allowance for the disposal of the waste chemicals beyond that provided by the other bidders, which will potentially result in further savings if not required at the end of the project.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the bid of HydroChemPSC of Crossville, Illinois as the low responsive bidder, with a bid in the amount of \$307,346.99.

### **Sample Motion**

Move to approve the bid in the amount of \$307,346.99 from HydroChemPSC of Crossville, Illinois for the Boiler Chemical Cleaning.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 23, 2019 at 2:00 p.m.  
**FOR:** Boiler Chemical Cleaning  
**DEPARTMENT:** Utilities  
**ESTIMATE:** \$300,000.00  
**FUND/ACCOUNT:** 520  
**PUBLICATION DATE:** January 12, 2019  
**NO. POTENTIAL BIDDERS:** 4

**SUMMARY**

<b>Bidder:</b>	<u><b>RMIS</b></u> Denver, CO	<u><b>Hydrochempsc</b></u> Crossville, IL
<b>Bid Security:</b>	Cashier's Check	Atlantic Specialty Ins. Co.
<b>Exceptions:</b>	Noted	Noted
<b>Base Bid:</b>	\$195,004.00	
<b>Material:</b>	\$ 56,982.00	\$ 60,956.00
<b>Labor:</b>	\$ 39,480.00	\$ 40,960.00
<b>Sales Tax:</b>	<u>NA</u>	<u>\$ 20,897.66</u>
<b>Total:</b>	\$291,466.00	\$324,227.19

<b>Bidder:</b>	<u><b>Clean Harbors</b></u> Norwell, MA
<b>Bid Security:</b>	Westchester Fire Ins. Co.
<b>Exceptions:</b>	Noted
<b>Base Bid:</b>	
<b>Material:</b>	\$249,226.40
<b>Labor:</b>	\$ 59,099.80
<b>Sales Tax:</b>	<u>9,139.25</u>
<b>Total:</b>	\$317,465.45

cc: Tim Luchsinger, Utilities Director  
Marlan Ferguson, City Administrator  
Stacy Nonhof, Purchasing Agent  
Karen Nagel, Utilities Secretary

Pat Gericke, Utilities Admin. Assist.  
Patrick Brown, Finance Director  
Darrell Dorsey, PGS Plant Supt.

**P2092**

RESOLUTION 2019-47

WHEREAS, the City of Grand Island invited sealed bids for boiler Chemical Cleaning, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on January 23, 2019, bids were received, opened and reviewed; and

WHEREAS, HydroChemPSC, of Crossville, Illinois, 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 \$307,346.99 and

WHEREAS, the bid of HydroChemPSC is the lowest and best bid and is compliant with the specifications for Boiler Chemical Cleaning.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of HydroChemPSC, in the amount of \$307,346.99, for Boiler Chemical Cleaning, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form    ✕ \_\_\_\_\_  
February 8, 2019        ✕ City Attorney



# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item G-8

**#2019-48 - Approving Certificate of Final Completion for William Street Paving Improvements; Project No. 2018-P-7**

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

# Council Agenda Memo

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

**Meeting:** February 12, 2019

**Subject:** Approving Certificate of Final Completion for William Street Paving Improvements; Project No. 2018-P-7

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

## Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$153,283.75 contract for construction of William Street Paving Improvements; Project No. 2018-P-7 on June 26, 2018 via Resolution No. 2018-185.

Hall County School District 40-0002 a/k/a Grand Island Public Schools (“GIPS”) is constructing a new Stolley Park Elementary School. As part of this project, GIPS expressed a desire to improve traffic flow and safety near the school by way of improvements to William Street. The improvements included reconstruction of a part of William Street in order to align it with Spring Road at the north side of Stolley Park Road.

By realigning William Street with Spring Road on the north side of Stolley Park Road, there was a benefit to the City as there is only one (1) intersection instead of two (2) in close proximity to one another. With this shift, safer turn movements off of Stolley Park Road onto William Street or Spring Road will occur especially with the added left turn lanes that are to occur with the upcoming Stolley Park Road project.

On March 27, 2018, via Resolution No. 2018-78, City Council approved an interlocal agreement between the City and Grand Island Public Schools to share equally in the cost of improvements to William Street.

Work commenced on September 24, 2018 and was completed November 20, 2018.

## Discussion

The project was completed in accordance with the terms, conditions, and stipulations of the contract, plans and specifications. Construction was completed with an overrun of \$1,699.00, for a total cost of \$154,982.75, which was paid by the City. Additional project costs are shown below, along with a cost share summary.

***ADDITIONAL COSTS***

The Grand Island Independent (City expense)	Advertising	\$ 119.91
Olsson Associates (GIPS expense)	Design & Construction Observation	\$29,200.00
City of Grand Island Public Works (City expense)	Engineering Services	\$ 2,753.32
Grand Island Utilities (City expense)	Fire Hydrant	\$ 1,640.03

**Additional Costs = \$ 33,713.26**

City expenses= \$159,496.01  
GIPS expenses= \$29,200.00  
Total expenses= \$188,696.01

By sharing equally in the costs the City has invoiced GIPS for their share of the \$94,348.01, taking into account the \$29,200.00 they've paid to date, for a total invoice amount of \$65,148.01.

**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 William Street Paving Improvements; Project No. 2018-P-7.

**Sample Motion**

Move to approve the Certificate of Final Completion for William Street Paving Improvements; Project No. 2018-P-7.



**ENGINEER'S CERTIFICATE OF FINAL COMPLETION**

William Street Paving Improvements; Project No. 2017-P-8  
CITY OF GRAND ISLAND, NEBRASKA  
February 12, 2019

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

This is to certify that William Street Paving Improvements; Project No. 2018-P-7 has been fully completed by The Diamond Engineering Company of Grand Island, Nebraska under the contract dated July 6, 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.

Item No.	Description	Total Quantity	Unit	Unit Price	Total Cost
<b>Base Bid- William Street Paving Improvements; Project No. 2018-P-7</b>					
1	7" P.C. Concrete Pavement w/ Curb	1,755.00	SY	\$ 43.50	\$ 76,342.50
2	5" P.C. Concrete Drive	26.00	SY	\$ 50.00	\$ 1,300.00
3	4" P.C. Concrete Sidewalk	544.00	SY	\$ 47.00	\$ 25,568.00
4	Traffic Control	1.00	LS	\$ 2,500.00	\$ 2,500.00
5	Mobilization	1.00	LS	\$ 2,400.00	\$ 2,400.00
6	Earthwork	1.00	LS	\$ 7,750.00	\$ 7,750.00
7	Erosion Control	1.00	LS	\$ 1,400.00	\$ 1,400.00
8	Seeding	0.00	ACRE	\$ 4,500.00	\$ 0.00
9	Curb Inlet	2.00	EA	\$ 3,000.00	\$ 6,000.00
10	Drain Basin	1.00	EA	\$ 2,050.00	\$ 2,050.00
11	18" RCP Storm Pipe	38.00	LF	\$ 75.00	\$ 2,850.00
12	18" HDPE Storm Pipe	143.00	LF	\$ 43.00	\$ 6,149.00
13	Striping	1.00	LS	\$ 750.00	\$ 750.00
14	Remove and Reset Sign	2.00	EA	\$ 180.00	\$ 360.00
15	Sign Post	2.00	EA	\$ 185.00	\$ 370.00
16	Traffic Sign	2.00	EA	\$ 155.00	\$ 310.00
17	Build Concrete Header	0.00	LF	\$ 20.00	\$ 0.00
18	Remove Asphalt Pavement	935.00	SY	\$ 6.00	\$ 5,610.00
19	Remove Concrete Pavement w/ Curb	211.00	SY	\$ 8.00	\$ 1,688.00
20	Remove Sidewalk	285.00	SY	\$ 4.75	\$ 1,353.75
21	Remove Curb and Gutter	43.00	LF	\$ 8.50	\$ 365.50
22	Remove Fence	255.00	LF	\$ 8.00	\$ 2,040.00
23	6" D.I. Water Main	12.00	LF	\$ 200.00	\$ 2,400.00
24	6" 90 Degree M.J. Bend	2.00	EA	\$ 360.00	\$ 720.00
25	Remove and Reset Fire Hydrant	1.00	EA	\$ 2,400.00	\$ 2,400.00
26	Irrigation Conduit	60.00	LF	\$ 8.00	\$ 480.00
27	Over Excavation	32.00	CY	\$ 18.00	\$ 576.00
				<b>Total Bid Section "B" =</b>	<b>\$153,732.75</b>

**Change Order No. 1-**

CO1-1	Adjust Water Valve to Grade	1.00	EA	\$ 1,250.00	\$ 1,250.00
				<b>Change Order No. 1=</b>	<b>\$ 1,250.00</b>

				<b>Grand Total =</b>	<b>\$154,982.75</b>
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**Additional Costs:**

The Grand Island Independent (City expense)	Advertising	\$ 119.91
Olsson Associates (GIPS expense)	Design & Construction Observation	\$29,200.00
City of Grand Island Public Works (City expense)	Engineering Services	\$ 2,753.32
Grand Island Utilities (City expense)	Fire Hydrant	\$ 1,640.03

**Additional Costs = \$ 33,713.26**

				<b>Grand Total =</b>	<b>\$188,696.01</b>
--	--	--	--	----------------------	---------------------

I hereby recommend that the Engineer's Certificate of Final Completion for William Street Paving Improvements; Project No. 2018-P-7 be approved.

\_\_\_\_\_  
John Collins – City Engineer/Public Works Director

\_\_\_\_\_  
Roger G. Steele – Mayor

RESOLUTION 2019-48

WHEREAS, the City Engineering/Public Works Director for the City of Grand Island issued a Certificate of Final Completion for William Street Paving Improvements; Project No. 2018-P-7 certifying that The Diamond Engineering Company of Grand Island, Nebraska, under contract, has completed such project for the total construction amount of \$154,982.75; and

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

WHEREAS, additional project costs equate to \$33,713.26, as shown

**ADDITIONAL COSTS**

The Grand Island Independent (City expense)	Advertising	\$ 119.91
Olsson Associates (GIPS expense)	Design & Construction Observation	\$29,200.00
City of Grand Island Public Works (City expense)	Engineering Services	\$ 2,753.32
Grand Island Utilities (City expense)	Fire Hydrant	\$ 1,640.03

**Additional Costs= \$33,713.26**

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

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

1. The Certificate of Final Completion for William Street Paving Improvements; Project No. 2018-P-7, in the total amount of \$188,696.01 is hereby confirmed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form    ✕ _____ February 8, 2019        ✕ City Attorney
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# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item G-9

**#2019-49 - Approving Bid Award for Sugar Beet Ditch Drainage;  
Project No. 2019-D-1**

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

# Council Agenda Memo

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

**Meeting:** February 12, 2019

**Subject:** Approving Bid Award for Sugar Beet Ditch Drainage;  
Project No. 2019-D-1

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

## Background

On January 7, 2019 the Engineering Division of the Public Works Department advertised for bids for Sugar Beet Ditch Drainage; Project No. 2019-D-1. The bid package for this project was sent to twelve (12) potential bidders.

This project will allow for enclosure of the ditch along the hike/bike trail with extension of an existing drainage pipe between Arthur Street and Harrison Street. Maintenance and safety will be improved with this work.

## Discussion

Three (3) bids were received and opened on January 29, 2019. The Engineering Division of the Public Works Department and the Purchasing Division of the City Attorney's Office have reviewed the bids that were received. A summary of the bids is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Bid Price</i>
Starostka Group Unlimited, Inc. of Grand Island, NE	None	\$97,318.73
The Diamond Engineering Co. of Grand Island, NE	None	\$98,036.00
General Excavating of Lincoln, NE	None	\$186,212.00

The bid of Starostka Group Unlimited, Inc.'s is considered fair and reasonable and is well below the engineer's estimate.

Funds are available in Account No. 40000400-2000.

## **Alternatives**

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

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

## **Recommendation**

City Administration recommends that the Council approve the bid award to Starostka Group Unlimited, Inc. of Grand Island, Nebraska in the amount of \$97,318.73.

## **Sample Motion**

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

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**BID OPENING**

**BID OPENING DATE:** January 29, 2019 at 2:00 p.m.  
**FOR:** Sugar Beet Ditch Drainage - Project No. 2019-D-1  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$150,000.00  
**FUND/ACCOUNT:** 40000400-2000  
**PUBLICATION DATE:** January 6, 2019  
**NO. POTENTIAL BIDDERS:** 12

**SUMMARY**

<b>Bidder:</b>	<b><u>The Diamond Engineering Co.</u></b> Grand Island, NE	<b><u>General Excavating</u></b> Lincoln, NE
<b>Bid Security:</b>	Universal Surety Co.	Universal Surety Co.
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$98,036.00	\$186,212.00

<b>Bidder:</b>	<b><u>Starostka Group Unlimited, Inc.</u></b> Grand Island, NE
<b>Bid Security:</b>	Universal Surety Co.
<b>Exceptions:</b>	None
<b>Bid Price:</b>	\$97,318.73

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

Catrina DeLosh, PW Admin. Assist.  
Patrick Brown, Finance Director  
Tim Golka, PW Engineer I

**P2095**

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **STAROSTKA GROUP UNLIMITED, INC.**, hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for construction of **SUGAR BEET DITCH DRAINAGE; PROJECT NO. 2019-D-1**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself or themselves, and its or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **NINETY SEVEN THOUSAND THREE HUNDRED EIGHTEEN AND 73/100 DOLLARS (\$97,318.73)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **Sugar Beet Ditch Drainage; Project No. 2019-D-1**.

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bond is approved. All work associated with the contract shall be completed no later than **September 1, 2019**.

ARTICLE V. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.



ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

ARTICLE VII. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability and to comply at all times with all applicable state and federal civil rights acts and executive orders of the President of the United States.

ARTICLE VIII. Every public contractor and their subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE IX. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE X. The City reserves the right to terminate this contract at any time upon sixty (60) days notice. If the contract is terminated, the contractor will be compensated for any services, not in dispute, rendered to date of termination.

ARTICLE XI. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE XII. LB 403: Every public consultant and his, her or its subcontractors who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

***STAROSTKA GROUP UNLIMITED, INC.***

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

**CITY OF GRAND ISLAND, NEBRASKA,**

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

The contract and bond are in due form according to law and are hereby approved.

\_\_\_\_\_  
Attorney for the City

Date \_\_\_\_\_

## APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
  - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subcontract or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION 2019-49

WHEREAS, the City of Grand Island invited sealed bids for Sugar Beet Ditch Drainage; Project No. 2019-D-1, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on January 29, 2019 bids were received, opened, and reviewed; and

WHEREAS, Starostka Group Unlimited, Inc. of Grand Island, Nebraska 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 \$97,318.73; and

WHEREAS, Starostka Group Unlimited, Inc.'s bid is considered fair and reasonable for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Starostka Group Unlimited, Inc. of Grand Island, Nebraska in the amount of \$97,318.73 for Sugar beet Ditch Drainage; Project No. 2019-D-1 is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
February 8, 2019	☐ City Attorney



# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item G-10

**#2019-50 - Approving Bid Award for Furnishing Components for  
“EIMCO® Type C3D-Full Trough Skimmer Clarifier Mechanism;  
Project No. WWTP-2019-1**

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

# Council Agenda Memo

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

**Meeting:** February 12, 2019

**Subject:** Approving Bid Award for Furnishing Components for “EIMCO® Type C3D-Full Trough Skimmer Clarifier Mechanism; Project No. WWTP-2019-1

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

## Background

On January 11, 2019 the Engineering Division of the Public Works Department advertised for bids for Furnishing Components for “EIMCO® Type C3D-Full Trough Skimmer Clarifier Mechanism; Project No. WWTP-2019-1.

This project involves the renovation of Final Clarifier No. 3. This work has been divided into Phase I and Phase II. This bid is Phase I - parts procurement. Phase II will follow in the near future for the labor and installation of parts procured, and painting of both existing and new clarifier components.

## Discussion

Two (2) bids were received and opened on January 22, 2019. The Engineering Division of the Public Works Department and the Purchasing Division of the City’s Attorney’s Office have reviewed the bids that were received. A summary of the bids is shown below.

<i>BID SECTION</i>	<i>OVIVO USA, LLC OF SALT LAKE CITY, UT</i>	<i>REBUILD-IT SERVICES GROUP, LLC OF MIDVALE, UT</i>
Base Bid	\$107,515.00	\$92,349.00
Alternate Bid	\$18,614.00	\$28,763.00*
<b>Total Bid</b>	<b>\$126,129.00</b>	<b>\$121,112.00</b>

\*Corrected bid

Upon evaluation of the bids it was realized that Rebuild-It Services Group would need to drain Clarifier No. 3 and take it offline in order to take measurements prior to fabrication. The completion date on this project is June 15, 2019. The treatment plant cannot take Clarifier No. 3 offline within the timeline of Phase I without causing concern for settling and treatment, which could lead to a permit violation. Ovivo USA is able to do the work without draining the clarifier. Ovivo’s bid is below the Engineer’s Estimate, and it is recommended the base bid plus alternate

bid be awarded to Ovivo USA. The alternate bid of 316 SS (stainless steel), instead of the base bid of 304 SS, is being chosen for the added overall longevity of Clarifier No. 3 components, as it can better withstand corrosion from chlorides and hydrogen sulfide.

### **Alternatives**

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

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

### **Recommendation**

City Administration recommends that the Council approve the bid award to Ovivo USA, LLC of Salt Lake City, Utah in the amount of \$126,129.00.

### **Sample Motion**

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 22, 2019 at 2:00 p.m.  
**FOR:** Furnish Components for “EIMCO® Type C3D-Full  
Trough Skimmer Clarifier Mechanism; Project No. WWTP-2019-1  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$150,000.00  
**FUND/ACCOUNT:** 53030054-85213  
**PUBLICATION DATE:** January 11, 2019  
**NO. POTENTIAL BIDDERS:** 2

**SUMMARY**

<b>Bidder:</b>	<u>Ovivo USA, LLC</u> Salt Lake City, UT	<u>Rebuild-It Services Group, LLC</u> Midvale, UT
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$107,515.00	\$92,349.00
<b>Alternate Bid:</b>	\$ 18,614.00	\$86,662.00

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

Catrina DeLosh, PW Admin. Assist.  
Patrick Brown, Finance Director  
Tara Bevard, WWTP Engineer I

**P2096**



## AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **OVIVO USA, LLC**, hereinafter called the Supplier, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for **Furnishing Components for "EIMCO® Type C3D-Full Trough Skimmer Clarifier Mechanism"; Project No. WWTP-2019-1**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Supplier to be the lowest responsive bidder, and has duly awarded to the said Supplier a contract therefore, for the sum or sums named in the Supplier's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Supplier and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Supplier for itself or themselves, and its or their successors, as follows:

ARTICLE I. That the Supplier shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications and Special Provisions, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Supplier, such award being based on the acceptance by the City of the Supplier's bid;

ARTICLE II. That the City shall pay to the Supplier for the performance of the work embraced in this contract and the Supplier will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **ONE HUNDRED TWENTY SIX THOUSAND ONE HUNDRED TWENTY NINE AND 00/100 DOLLARS (\$126,129.00)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The Supplier hereby agrees to act as agent for the City in purchasing materials and supplies for the City for incorporation into the work of this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Supplier shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Supplier. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Supplier shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Supplier's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **Furnish Components for "EIMCO® Type C3D-Full Trough Skimmer Clarifier Mechanism"; Project No. WWTP-2019-1.**

ARTICLE IV. Mechanism disassembly / assembly instructions shall be submitted by **April 1, 2019**. New manufactured components shall be delivered twelve (12) to fourteen (14) weeks after Supplier's receipt of approved drawings from City.

ARTICLE V. It is understood and agreed that time is of the essence. Should the Supplier fail to perform the work within the period of time stipulated, the Supplier shall pay to the City, as liquidated damages and not as a penalty, **\$250.00 per calendar day** of default unless extension of time granted by the City specifically waives the payment of liquidated damages.

ARTICLE VI. The Supplier agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Supplier further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Supplier and all sub-suppliers agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Supplier agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VII. GRATUITIES AND KICKBACKS: City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-supplier under a contract to the prime Supplier or higher tier sub-supplier or any person associated therewith, as an inducement for the award of a subcontract to order.

ARTICLE VIII. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IX. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

ARTICLE X. LB 403: Every public supplier and his, her or its sub-suppliers who are awarded an agreement by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

**OVIVO USA, LLC**

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

**CITY OF GRAND ISLAND, NEBRASKA,**

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

The contract and bond are in due form according to law and are hereby approved.

\_\_\_\_\_  
Attorney for the City

Date \_\_\_\_\_

## **APPENDIX A – TITLE VI NON-DISCRIMINATION -**

During the performance of this contract, the Supplier, for itself, its assignees and successors in interest (hereinafter referred to as the "Supplier") agrees as follows:

- (1) **Compliance with Regulations:** The Supplier shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Supplier, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of sub-suppliers, including procurements of materials and leases of equipment. The Supplier shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Sub-suppliers, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Supplier for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-supplier or supplier shall be notified by the Supplier of the Supplier's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The Supplier shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Supplier is in the exclusive possession of another who fails or refuses to furnish this information the Supplier shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the Supplier's noncompliance with the nondiscrimination provisions of this contract, the City of Grand Island shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a.) withholding of payments to the Supplier under the contract until the Supplier complies, and/or
  - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The Supplier shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Supplier shall take such action with respect to any subcontract or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a Supplier becomes involved in, or is threatened with, litigation with a sub-supplier or supplier as a result of such direction, the Supplier may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the Supplier may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION 2019-50

WHEREAS, the City of Grand Island invited sealed bids for Furnishing Components for “EIMCO® Type C3D-Full trough Skimmer Clarifier Mechanism; Project No. WWTP-2019-1, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on January 22, 2019 bids were received, opened, and reviewed; and

WHEREAS, The Ovivo USA, LLC of Salt Lake City, Utah 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 \$126,129.00; and

WHEREAS, such bid is deemed to be in the best interest of the City as no downtown will be experienced.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Ovivo USA, LLC of Salt Lake City, Utah in the amount of \$126,129.00 for Furnishing Components for “EIMCO® Type C3D-Full trough Skimmer Clarifier Mechanism; Project No. WWTP-2019-1 is hereby approved as the lowest responsible bid.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute a contract with such contractor for such project on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
February 8, 2019	☐ City Attorney



# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item G-11

**#2019-51 - Approving Request from St. Mary's Cathedral for  
Permission to Use City Streets and State Highway for the 2019  
Divine Mercy Sunday Procession**

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

# **Council Agenda Memo**

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

**Meeting:** February 12, 2019

**Subject:** Consideration of Approving Request from St. Mary's Cathedral for Permission to Use City Streets and State Highway for the 2019 Divine Mercy Sunday Procession

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

## **Background**

St. Mary's Cathedral has submitted a request to use both City streets and State highway for the Divine Mercy Sunday Procession, which is scheduled to take place on Sunday, April 28, 2019 from approximately 3:00pm to 4:30pm. St. Mary's Cathedral is seeking Council approval and notice to the Nebraska Department of Roads for the route of such event.

## **Discussion**

The Divine Mercy Sunday Procession will require the use of City streets, as well as crossing US Highway 30 (2<sup>nd</sup> Street). Please see the attached map for the route.

State Statute 39-1359 requires the City Council to approve the route and for the City to then inform the Nebraska Department of Roads that the route has approval if it closes or blocks any part of a State highway. This is a requirement for any race, parade or march that would create some closure of the highway. This action then makes the City responsible for the liability of using a State highway for the event.

St. Mary's Cathedral did submit the City's Public Event Application, which has been reviewed by the appropriate departments with no comments or issues noted for denial of such request.

## **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 St. Mary's Cathedral's route for the 2019 Division Mercy Sunday Procession and direct that the Nebraska Department of Roads be notified of this action.

### **Sample Motion**

Move to approve the resolution.



RESOLUTION 2019-51

WHEREAS, St. Mary's Cathedral has made application with the City of Grand Island to use City streets and State highway for the Divine Mercy Sunday Processions; and

WHEREAS, St. Mary's Cathedral has worked with the City in planning the procession route; and

WHEREAS, specific wording is required by the Nebraska Department of Roads (NDOR) pursuant to Neb. Rev. Stat §39-1359, and

WHEREAS, the City accepts the duties set out in neb. Rev. Stat. §39-1359, and that if a claim is made against the State, the City shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event, more specifically defined as the Divine Mercy Sunday Procession to be held on April 28, 2019; and

WHEREAS, the route for the special event necessitates the usage of US Highway 30; crossing at Walnut Street, Grand Island, Nebraska; and

WHEREAS, the special event will be held on April 28, 2019, with the control of US Highway 30 at the intersection of Walnut Street being assumed by the City at 3:00pm on April 28, 2019 and ending at 4:30 pm on April 28, 2019, at which time control of US Highway 30 at the intersection of Walnut Street, shall revert to the State.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Notice of Use of City Streets and State Highways to accommodate the Divine Mercy Sunday Procession to be held on April 28, 2018 is hereby approved.

BE IT FURTHER RESOLVED, that the Nebraska Department of Roads shall be notified of the approved route and this Notice.

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Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
February 8, 2019	☐ City Attorney



**BEGIN**  
 BLESSED SACRAMENT  
 CHURCH

**END**  
 SAINT MARY'S  
 CATHEDRAL

DIVINE MERCY PROCESSION ROUTE



# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item G-12

**#2019-52 - Approving Bid Award for Asphalt Hot-Mix 2019**

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

# Council Agenda Memo

**From:** Shannon Callahan, Streets Superintendent  
**Meeting:** February 12, 2019  
**Subject:** Approving Bid Award for Asphalt Hot-Mix 2019  
**Presenter(s):** John Collins PE, Public Works Director

## Background

Asphalt Hot-Mix is used by the Streets Division’s asphalt crew throughout the construction season to patch potholes and full-depth patch sections of roadways that are showing signs of failure.

Bidders are given the opportunity to write-in mixes that they know they will be producing this season. This allows a wider variety of mixes with set prices to be available to the Streets Division. The purchase of asphalt can then be based on the type of mix best suited for each patching job.

A primary and secondary bid award is being recommended for each mix type which sets prices for more than one producer so the optimal material can be purchased in the event the other producer(s) are not making that mix type or the plant is not running.

## Discussion

Bids were advertised on January 19, 2019 and sent to four (4) potential bidders. Two (2) bids were received and opened on January 30, 2019.

Asphalt Hot-Mix 2019  
 Bid Award Recommendation

Standard Mix Id	Binder	Primary Award	Secondary Award
SPR	64-34	Gary Smith Construction Co. \$49.90 per ton	J.I.L. Asphalt Paving Co. \$50.00 per ton
Alternate Mix Id	Binder	Primary Award	Secondary Award
SPR	64-22	J.I.L. Asphalt Paving Co. \$46.00 per ton	Gary Smith Construction Co. \$46.90 per ton
Type A	64-22	Gary Smith Construction Co. \$49.00 per ton	No Bid
Type B	64-22	J.I.L. Asphalt Paving Co. \$42.00 per ton	Gary Smith Construction Co. \$45.90 per ton
Type C	64-22	Gary Smith Construction Co. \$49.00 per ton	J.I.L. Asphalt Paving Co. \$60.90 per ton

## **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 Asphalt Hot-Mix 2019 according to the bid award recommendation.

## **Sample Motion**

Move to approve the purchase of the Asphalt Hot-Mix 2019 according to the bid award recommendation.



Stacy Nonhof, Purchasing Agent

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**BID OPENING**

**BID OPENING DATE:** January 30, 2019 at 2:30 p.m.  
**FOR:** Asphalt Hot-Mix for 2019  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$70.00 per ton  
**FUND/ACCOUNT:** 21033503  
**PUBLICATION DATE:** January 19, 2019  
**NO. POTENTIAL BIDDERS:** 4

**SUMMARY**

<b>Bidder:</b>	<b><u>J.I.L. Asphalt Paving Co.</u></b> Grand Island, NE	<b><u>Gary Smith Const. Co., Inc.</u></b> Grand Island, NE
<b>Exceptions:</b>	Noted	Noted
<b>Bid Price:</b>		
Type SPR 64-22	\$46.00 per ton	\$46.90 per ton
Type SPR 64-34	\$50.00 per ton	\$49.90 per ton
Type A:	N/A	\$49.00 per ton
Type B:	\$42.00 per ton	\$45.90 per ton
Type C:	\$60.90 per ton	\$49.00 per ton

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

Catrina DeLosh, PW Admin. Assist.  
Patrick Brown, Finance Director  
Shannon Callahan, Street Superintendent

**P2099**

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **J.I.L. Asphalt Paving Company**, hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for furnishing of **Asphalt Hot-Mix for 2019**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the sum of **Fifty and 00/100 Dollars per ton, \$50.00/ton for Type SPR with 64-34 binder – standard mix, and Forty-Six and 00/100 Dollars per ton, \$46.00/ton for Type SPR with 64-22 binder–alternate mix, and Forty-Two and 00/100 Dollars per ton, \$42.00/ton for Type B with 64-22 binder, and Sixty and 90/100 Dollars per ton, \$60.90/ton for Type C with 64-22 binder** For all services, materials and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **Asphalt Hot-Mix for 2019**.

ARTICLE IV. That the Contractor shall start work as soon as possible after the contract is signed, and that the terms of the contract shall expire **December 31, 2019.**

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. Gratuities and Kickbacks. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE VII, Fiscal Year Budget. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

***J.I.L. ASPHALT PAVING CO.***

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

**CITY OF GRAND ISLAND NEBRASKA**

By \_\_\_\_\_

Date \_\_\_\_\_

Mayor

Attest \_\_\_\_\_

City Clerk

The contract is in due form according to law and is hereby approved.

\_\_\_\_\_

Date \_\_\_\_\_

Attorney for the City



## APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
  - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subcontract or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **Gary Smith Construction Company, Inc.** hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for furnishing of **Asphalt Hot-Mix for 2019**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the sum of **Forty-Nine and 90/100 Dollars per ton, \$49.90/ton for Type SPR with 64-34 binder – standard mix, Forty-Six and 90/100 Dollars per ton, \$46.90/ton for Type SPR with 64-22 binder – alternate mix, Forty-Nine and 00/100 Dollars per ton, \$49.00/ton for Type A with 64-22 binder, Forty-Five and 90/100 Dollars per ton, \$45.90/ton for Type B with 64-22 binder, and Forty-Nine and 00/100 Dollars per ton, \$49.00/ton for Type C with 64-22 binder,** For all services, materials and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **Asphalt Hot-Mix for 2019**.

ARTICLE IV. That the Contractor shall start work as soon as possible after the contract is signed, and that the terms of the contract shall expire **December 31, 2019.**

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. Gratuities and Kickbacks. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE VII. Fiscal Year Budget. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

**GARY SMITH CONSTRUCTION COMPANY, INC.**

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

**CITY OF GRAND ISLAND NEBRASKA**

By \_\_\_\_\_

Date \_\_\_\_\_

Mayor

Attest \_\_\_\_\_

City Clerk

The contract is in due form according to law and is hereby approved.

\_\_\_\_\_

Date \_\_\_\_\_

Attorney for the City

## APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
  - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
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The consultant shall take such action with respect to any subcontract or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION 2019-52

WHEREAS, the City of Grand Island invited sealed bids for furnishing Asphalt Hot-Mix for 2019, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on January 30, 2019 bids were received, opened and reviewed; and,

WHEREAS, Gary Smith Construction Co. and J.I.L. Asphalt Paving Co. submitted responsible bids within the bid specifications for Asphalt Hot-Mix 2019.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the below bids for asphalt hot-mix purchased in the 2019 calendar year, are hereby approved;

Asphalt Hot-Mix 2019  
Bid Award Recommendation

Standard Mix Id	Binder	Primary Award	Secondary Award
SPR	64-34	Gary Smith Construction Co. \$49.90 per ton	J.I.L. Asphalt Paving Co. \$50.00 per ton
Alternate Mix Id	Binder	Primary Award	Secondary Award
SPR	64-22	J.I.L. Asphalt Paving Co. \$46.00 per ton	Gary Smith Construction Co. \$46.90 per ton
Type A	64-22	Gary Smith Construction Co. \$49.00 per ton	No Bid
Type B	64-22	J.I.L. Asphalt Paving Co. \$42.00 per ton	Gary Smith Construction Co. \$45.90 per ton
Type C	64-22	Gary Smith Construction Co. \$49.00 per ton	J.I.L. Asphalt Paving Co. \$60.90 per ton

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form    ✕ _____ February 8, 2019        ✕ City Attorney
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# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item G-13

**#2019-53 - Approving Bid Award for Concrete Ready-Mix for 2019**

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

# Council Agenda Memo

**From:** Shannon Callahan, Street Superintendent  
**Meeting:** February 12, 2019  
**Subject:** Approving Bid Award for Concrete Ready-Mix for 2019  
**Presenter(s):** John Collins PE, Public Works Director

## Background

On January 19, 2019 the Street Division of the Public Works Department advertised for bids for the purchase of Portland Cement Concrete Ready-Mix to be used in conjunction with in-house concrete repairs throughout the 2019 calendar year. The concrete ready-mix is used by the City's concrete patching crew.

A primary and secondary bid award is being recommended which sets prices for more than one producer so material can be purchased in the event the other producer(s) are not delivering due to larger job demands or concrete plant shutdown/breakdown.

## Discussion

Two (2) bids were received and opened on January 30, 2019. The bids were submitted in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein with no exceptions.

Concrete Ready-Mix 2019  
Bid Award Recommendation

<b>Primary Award</b>	<b>Secondary Award</b>
Gerhold Concrete Company, Inc. \$102.75 per cubic yard	Consolidated Concrete \$107.25 per cubic yard

## 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 Concrete Ready-Mix 2019 according to the bid award recommendation.

## **Sample Motion**

Move to approve the purchase of Concrete Ready-Mix 2019 according to the bid award recommendation.





Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 30, 2019 at 2:15 p.m.  
**FOR:** Concrete Ready-Mix for 2019  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$104.00 per cubic yard  
**FUND/ACCOUNT:** 21033503  
**PUBLICATION DATE:** January 19, 2019  
**NO. POTENTIAL BIDDERS:** 2

**SUMMARY**

<b>Bidder:</b>	<u>Gerhold Concrete Co., Inc.</u> Grand Island, NE	<u>Consolidated Concrete</u> Grand Island, NE
<b>Bid Price:</b>	\$102.75 per cubic yard	\$107.25 per cubic yard

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

Catrina DeLosh, PW Admin. Assist.  
Shannon Callahan, Street Supt.  
Patrick Brown, Finance Director

**P2098**

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **Gerhold Concrete Company, Inc.** hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for furnishing of **Concrete Ready-Mix for 2019**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the sum of **One Hundred Two and 75/100 Dollars per cubic yard, \$102.75/cy** for all services, materials and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **Concrete Ready-Mix for 2019**.

ARTICLE IV. That the Contractor shall start work as soon as possible after the contract is signed, and that the terms of the contract shall expire **December 31, 2019**.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to

comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. Gratuities and Kickbacks. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE VII. Fiscal Year Budget. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

**GERHOLD CONCRETE COMPANY, INC.**

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

**CITY OF GRAND ISLAND NEBRASKA**

By \_\_\_\_\_

Date \_\_\_\_\_

Mayor

Attest \_\_\_\_\_

City Clerk

The contract is in due form according to law and is hereby approved.

\_\_\_\_\_

Date \_\_\_\_\_

Attorney for the City

## APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
  - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subcontract or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **Consolidated Concrete**, hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for furnishing of **Concrete Ready-Mix for 2019**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the sum of **One Hundred Seven and 25/100 Dollars per cubic yard, \$107.25/cy** for all services, materials and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

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comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations.

ARTICLE VI. Gratuities and Kickbacks. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

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IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

**CONSOLIDATED CONCRETE**

By \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

**CITY OF GRAND ISLAND NEBRASKA**

By \_\_\_\_\_

Date \_\_\_\_\_

Mayor

Attest \_\_\_\_\_

City Clerk

The contract is in due form according to law and is hereby approved.

\_\_\_\_\_

Date \_\_\_\_\_

Attorney for the City

## APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
  - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subcontract or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION 2019-53

WHEREAS, the City of Grand Island invited sealed bids for furnishing Concrete Ready-Mix for 2019 for the Streets Division of the Public Works Department, according to specifications on file with the Public Works Department; and

WHEREAS, on January 30, 2019, bids were received, opened and reviewed; and

WHEREAS, Gerhold Concrete Co., Inc. and Consolidated Concrete, submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the below bids for concrete ready-mix purchased in the 2019 calendar year, are hereby approved;

Concrete Ready-Mix 2019  
Bid Award Recommendation

Primary Award	Secondary Award
Gerhold Concrete Company, Inc. \$102.75 per cubic yard	Consolidated Concrete \$107.25 per cubic yard

---

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form    ✕ \_\_\_\_\_  
February 8, 2019        ✕ City Attorney





# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item G-14

**#2019-54 - Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2019**

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

# Council Agenda Memo

**From:** Shannon Callahan, Street Superintendent

**Meeting:** February 12, 2019

**Subject:** Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2019

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

## Background

On January 19, 2019 the Streets Division of the Public Works Department advertised for bids for concrete pavement and storm sewer repairs for the 2019 calendar year. The contracted concrete pavement and storm sewer work supplements the repair work that is performed by the City's crews.

## Discussion

Three (3) bids were received and opened on January 30, 2019. All bids were submitted in compliance with the contract, plans, and specifications with no exceptions.

The Diamond Engineering Company of Grand Island, Nebraska provided the lowest responsible bid in the amount of \$812,868.95.

There are sufficient funds in Account No. 21033506-85351 (Concrete Repair), 21033504-85318 (Storm Sewer Repair), and 21033503-85318 (Curb & Gutter) to fund this contract. This is a calendar year contract that extends beyond the current fiscal year. In the event that funds become unavailable in the fiscal year 2019/2020, the scope of work for this contract will be scaled down accordingly.

## 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 awarding the contract to The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$812,868.95.

## **Sample Motion**

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** January 30, 2019 at 2:00 p.m.  
**FOR:** Concrete Pavement & Storm Sewer Repair 2019  
**DEPARTMENT:** Public Works  
**ESTIMATE:** \$900,000.00  
**FUND/ACCOUNT:** 21033503-85318/ 21033504/21033506  
**PUBLICATION DATE:** January 19, 2019  
**NO. POTENTIAL BIDDERS:** 10

**SUMMARY**

<b>Bidder:</b>	<b><u>The Diamond Engineering Co.</u></b> Grand Island, NE	<b><u>Morten Construction, LLC</u></b> Kearney, NE
<b>Bid Security:</b>	Universal Surety Co.	Old Republic Surety Co.
<b>Exceptions:</b>	None	None
<b>Bid Price:</b>	\$812,868.95	\$966,650.00

<b>Bidder:</b>	<b><u>Starostka Group Unlimited, Inc.</u></b> Grand Island, NE
<b>Bid Security:</b>	Universal Surety Co.
<b>Exceptions:</b>	Noted
<b>Bid Price:</b>	\$837,777.50

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

Catrina DeLosh, PW Admin. Assist.  
Shannon Callahan, Street Superintendent  
Patrick Brown, Finance Director

**P2097**

## CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_day of \_\_\_\_\_, 2019, by and between **THE DIAMOND ENGINEERING CO.**, hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for construction of Grand Island **Concrete Pavement & Storm Sewer Repair 2019, Various Locations**; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself or themselves, and its or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **EIGHT HUNDRED TWELVE THOUSAND EIGHT HUNDRED SIXTY EIGHT & 95/100 Dollars (\$812,868.95)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **Concrete Pavement & Storm Sewer Repair 2019, Various Locations**.

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bond is approved, and that the work in this contract shall expire **December 31, 2019**.

ARTICLE V. The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska.

ARTICLE VII. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability and to comply at all times with all applicable state and federal civil rights acts and executive orders of the President of the United States.

ARTICLE VIII. Every public contractor and their subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE IX. City Code states that it is unethical for any person to offer, give or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE X. The City reserves the right to terminate this contract at any time upon 60 days notice. If the contract is terminated, the contractor will be compensated for any services rendered to date of termination.

ARTICLE XI. FAIR EMPLOYMENT PRACTICES: Each proposer agrees that they will not discriminate against any employee or applicant for employment because of age, race, color, religious creed, ancestry, handicap, sex or political affiliation.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the date and year first above written.

**THE DIAMOND ENGINEERING CO.**

By \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

**CITY OF GRAND ISLAND, NEBRASKA,**

By \_\_\_\_\_ Date \_\_\_\_\_

Mayor

Attest: \_\_\_\_\_

City Clerk

The contract and bond are in due form according to law and are hereby approved.

\_\_\_\_\_ Date \_\_\_\_\_

Attorney for the City

## APPENDIX A – TITLE VI NON-DISCRIMINATION -

During the performance of this agreement, the consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "consultant") agrees as follows:

- (1) **Compliance with Regulations:** The consultant shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this agreement.
- (2) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor supplier shall be notified by the consultant of the consultant's obligations under this agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Grand Island or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information the consultant shall so certify to the City of Grand Island, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a.) withholding of payments to the consultant under the agreement until the consultant complies, and/or
  - (b.) cancellation, termination or suspension of the agreement, in whole or in part.
- (6) **Incorporation of Provisions:** The consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The consultant shall take such action with respect to any subcontract or procurement as the City of Grand Island or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the City of Grand Island to enter into such litigation to protect the interests of the City of Grand Island, and, in addition, the consultant may request the United States to enter into such litigation to protect the interests of the United States.

RESOLUTION 2019-54

WHEREAS, the City of Grand Island invited sealed bids for Concrete Pavement and Storm Sewer Repairs 2019, according to plans and specifications on file with the Streets Division of the Public Works Department; and

WHEREAS, on January 30, 2019, bids were received, opened and reviewed; and

WHEREAS, The Diamond Engineering Company of Grand Island, Nebraska 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 \$812,868.95.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of The Diamond Engineering Company of Grand Island, Nebraska, in the amount of \$812,868.95 for Concrete Pavement and Storm Sewer Repairs 2019 is hereby approved as the lowest responsible bid.

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, February 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
February 8, 2019	☐ City Attorney





# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item G-15

**#2019-55 - Approving Purchase of US Highway 281/ US Highway 34/ Husker Highway Traffic Signal Equipment for the 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:** February 12, 2019

**Subject:** Approving Purchase of US Highway 281/ US Highway 34/ Husker Highway Traffic Signal Equipment for the Streets Division of the Public Works Department

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

## Background

In May of 2017, the State of Nebraska transferred responsibility of the traffic signal at US Highway 281/ US Highway 34/ Husker Highway to the City of Grand Island. The traffic signal equipment was installed in 2001 to the State of Nebraska standards which differ from the City's traffic signal equipment standards. With the development of the new hospital, there will be improvements made to the Husker Highway leg of this intersection and will include signal work. It would be advantageous to coordinate the signal equipment upgrade with the Husker Highway improvements.

## Discussion

The Streets Division has budgeted funds to replace the cabinet, controller, conflict monitor, detection, and other auxiliary equipment at the US Highway 281/ US Highway 34/ Husker Highway signalized intersection. The total cost for the hardware and components is over \$20,000 and requires City Council Approval.

Cabinet, Controller, MMU (conflict monitor) and Auxiliary components	\$12,668.00
Flasher Cabinets for Advance Warning Beacons	\$ 1,800.00
Detection Cameras, Software Cards, Monitor, and Mounting Hardware	<u>\$14,927.00</u>
Total -	\$29,395.00

Mobotrex of Davenport, Iowa is the sole distributor that sells and supports traffic control cabinets and traffic signal equipment compatible with the City of Grand Island cabinet specifications.

## **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 US Highway 281/ US Highway 34/ Husker Highway traffic signal equipment in the amount of \$29,395.00 from Mobotrex of Davenport, Iowa.

## **Sample Motion**

Move to approve the resolution.

May 10, 2018

City of Grand Island, NE  
Tammy Leitschuck  
[Tammyl@grand-island.com](mailto:Tammyl@grand-island.com)  
1111 W. North Front St.  
Grand Island, NE 68801

Sole Source Equipment for City of Grand Island, NE

Dear, Ms. Leitschuck

Mobotrex is pleased to notify you that Mobotrex is the sole distributor authorized to sell and support the traffic control products compatible to work with the current equipment used within the City of Grand Island. Additionally, as Mobotrex is the sole authorized distributor for the equipment used within the City of Grand Island, they provide first line repair services for the traffic control products and serve as the proper avenue for all service and warranty repairs.

Thank you for this opportunity,

Justin Zank  
Inside Sales Representative  
Mobotrex

RESOLUTION 2019-55

WHEREAS, major components of the US Highway 281/ US Highway 34/ Husker Highway traffic signal are due for upgrades; and

WHEREAS, the Streets Division of the Public Works Department for the City of Grand Island, budgeted for the purchase of the replacement components in the 2018/2019 fiscal year; and

WHEREAS, Mobotrex of Davenport, Iowa is the sole distributor that sells and supports traffic signal equipment compatible with the City of Grand Island cabinet specifications.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a purchase order and subsequent payment is authorized for the purchase of US Highway 281/ US Highway 34/ Husker Highway traffic signal equipment in the amount of \$29,395.00 from Mobotrex of Davenport, Iowa.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2019.

---

Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
February 8, 2019	☒ City Attorney



# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item G-16

**#2019-56 - Approving Station Alerting System for the Grand Island Fire Department and Communications Center**

Staff Contact: Cory Schmidt, Fire Chief

# Council Agenda Memo

**From:** Cory Schmidt, Fire Chief  
**Meeting:** February 12, 2019  
**Subject:** Station Alerting System  
**Presenter(s):** Tim Hiemer, Division Chief

## Background

The Grand Island Fire Department (GIFD) has researched ways to reduce the amount of time it takes from when a person dials 911 until help arrives. The one area that can be safely improved is the call processing and tone time. This is the timeframe between the receipt of the 911 call by the Communications Center until GIFD personnel are notified. In order to minimize the processing and tone time it was determined that an automated station alerting system would help accomplish this goal. The GIFD and the Communications Center has planned and budgeted for the purchase and implementation of a new alerting system for the fire stations. The combined budget authority for this project is \$250,000.

## Discussion

The GIFD researched, utilizing FireRescue GPO, various station alerting systems and determined that the Phoenix G2 system from US Digital Designs to meet the needs of the department now and into the foreseeable future. This was based on price, features and functionality. The cost of the system is \$216,271.72, with the Communications Center responsible for \$50,000 for hardware and training at the new dispatch center. The remaining \$166,271.72 is for hardware, installation in fire stations, software and training for the GIFD.

## 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 approves the purchase of the Phoenix G2 system from US Digital Designs at a price of \$216,271.72.

## **Sample Motion**

Move to approve the purchase of the Phoenix G2 system from US Digital Designs at a price of \$216,271.72.



RESOLUTION 2019-56

WHEREAS, the Grand Island Fire Department and the Communications Center was budgeted funds to purchase a fire station alerting system; and

WHEREAS, the FireRescue GPO was utilized to secure competitive bids in accordance with City procurement policy; and

WHEREAS, US Digital Designs Phoenix G2 Automated Fire Station Alerting system was chosen on price, functionality and features for the purchase price of 216,271.72.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a purchase order and subsequent payment is authorized for the Fire Station Alerting system is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☒ _____
February 8, 2019	☒ City Attorney



# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item G-17

**#2019-57 - Approving Purchase of Spillman Software Modules**

Staff Contact: Cory Schmidt, Fire Chief

# Council Agenda Memo

**From:** Cory Schmidt, Fire Chief  
**Meeting:** February 12, 2019  
**Subject:** Spillman Software Modules  
**Presenter(s):** Tim Hiemer, Division Chief

## Background

The Grand Island Fire Department (GIFD), in cooperation with the Communications Center, had planned to upgrade the fire station alerting system to provide for a quicker dispatch of emergency personnel. In order for the new station alerting system to work properly, the Computer Aided Dispatch (CAD) software must also be upgraded. Two modules must be purchased to allow for this upgrade.

## Discussion

The Communications Center utilizes Spillman Technologies for their CAD software; therefore Spillman is sole source per Resolution 2012-355 and any upgrades must be purchased from Spillman. The two modules are, Flex CAD2CAD Interface which allows dispatch information to move to the station alerting system. The second module is Response Plans that will allow the system to choose the unit that can respond the quickest and what units that are already assigned to calls. The total price for both modules is \$30,017.14. The cost of this upgrade is included in the capital budget for both the GIFD and the Communications Center.

## Alternatives

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

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

## **Recommendation**

City Administration recommends that the Council approve the purchase of the software modules from Spillman Technologies.

## **Sample Motion**

Move to approve the purchase of the Flex CAD2CAD Interface and Response Plan modules from Spillman Technologies of Salt Lake City, Utah in the amount of \$30,017.14.

January 23, 2019

To Whom It May Concern:

Grand Island Fire Department currently uses Computer Aided Dispatch (CAD) software and Records Management System (RMS) provided by Spillman Technologies, Inc., a Motorola Solutions Company for its public safety operations. Grand Island Fire Department plans to add to this technology with a Spillman Response Plans and CAD-2-CAD Software. The requested system is developed and supported entirely by Spillman Technologies, resulting in a fully integrated system that will allow CAD and RMS to utilize a unified database with system-wide information access. As the sole owner and developer of the requested software and services that are proprietary to Spillman, it is recognized that there is no substitute vendor or product that can provide the integrated system offered by Spillman.

Spillman Technologies is the single source provider for all requested Spillman products and services. Specifically, the requested software is developed by the Spillman Product Development Division, and all training for Spillman software is provided by the Spillman Customer Education Department. The installation and implementation of the software products are provided by the Spillman Installation Department and the Client Services Department. Maintenance and support for the Spillman software is provided by the Spillman Technical Support Department. All said products and services are provided through Spillman Technologies.

Please call me if I can be of further assistance. My contact information is:  
800.860.8026, ext. 1633, (Cell) 801.902.1633 or by e-mail: [skycler.king@motorolasolutions.com](mailto:skycler.king@motorolasolutions.com).

Sincerely,  
Skyeler King  
Account Sales Executive

## Quote and Purchase Addendum

Quoted Date:	January 10, 2019	Quote Number:	190110
Quote Expiration:	April 10, 2019	Prepared By:	Skyeler King

### Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman Technologies will assign a Flex Project Manager as the agency’s single point of contact. This individual will coordinate Spillman’s expert installation and training staff as needed to ensure a smooth upgrade transition.

### Included in Quote

- Flex CAD2CAD Interface  
*This interface will be used to facilitate integration with the US Digital Phoenix G2 Alarm System*

### Package Quote

**\$13,301.43**

### Future Maintenance

- Future maintenance is estimated for your planning purposes and is not included in this purchase.
- 2nd-year maintenance will begin 12 months from production implementation.

2nd-year Maintenance Total: \$1,185.09

The Customer’s signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman Technologies within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman Technologies. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

\_\_\_\_\_  
 Grand Island Fire Department  
 Customer Name

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Name and Title

4625 LAKE PARK BLVD., SALT LAKE CITY, UT, 84120 | TOLL-FREE: 800.860.8026 | FAX: 801.902.1210

## Quote and Purchase Addendum

Quoted Date:	January 10, 2019	Quote Number:	190110
Quote Expiration:	April 10, 2019	Prepared By:	Skyeler King

### Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman Technologies will assign a Flex Project Manager as the agency’s single point of contact. This individual will coordinate Spillman's expert installation and training staff as needed to ensure a smooth upgrade transition.

### Included in Quote

- Response Plans  
*On-site training included*

### Package Quote

**\$16,715.71**

### Future Maintenance

- Future maintenance is estimated for your planning purposes and is not included in this purchase.
- 2nd-year maintenance will begin 12 months from production implementation.

2nd-year Maintenance Total: \$1,793.07

The Customer’s signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman Technologies within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman Technologies. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

Grand Island Fire Department  
 \_\_\_\_\_  
 Customer Name

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Name and Title

4625 LAKE PARK BLVD., SALT LAKE CITY, UT, 84120 | TOLL-FREE: 800.860.8026 | FAX: 801.902.1210

RESOLUTION 2019-57

WHEREAS, The Grand Island Fire Department and the Communications Center has planned and was budgeted funds to upgrade the station alerting system; and

WHEREAS, the 911 Center uses Spillman Technologies for their Computer Aided Dispatch software; and

WHEREAS, Spillman Technologies has provided a quote of \$30,017.14 for the Flex CAD2CAD Interface and the Response Plan software modules, and

WHEREAS, Spillman Technologies software is proprietary per Resolution 2012-355, and

WHEREAS, Spillman Technology is a sole source vendor and Flex CAD2CAD Interface and Response Plan is the only software that will work with the Computer Aided Dispatch System.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of Flex CAD2CAD Interface and Response Plan software modules from Spillman Technologies Inc. of Salt Lake City, Utah for \$30,017.14 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
February 8, 2019	☐ City Attorney





# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item G-18

**#2019-58 - Approving Change Order No. 5 for EM911 Building**

Staff Contact: Jon Rosenlund

# Council Agenda Memo

**From:** Jon Rosenlund, Director of Emergency Management  
**Meeting:** February 12, 2019  
**Subject:** Approving EM911 Construction Change Order #5  
**Presenter(s):** Jon Rosenlund, Director of Emergency Management

## Background

The City Council awarded the bid for construction of an Emergency Management and 911 Communications Facility to Chief Construction of Grand Island, Nebraska on December 19, 2017 for \$3,122,701.00.

Any changes to the contract require Council approval. Changes were necessary for an additional light switch and Ham Radio cable connections. Cost of this Change Order is \$2,896.00.

## Discussion

The City Council awarded the bid for construction of an Emergency Management and 911 Communications Facility to Chief Construction of Grand Island, Nebraska on December 19, 2017 for \$3,122,701.00. Construction began in March of 2018.

Two rooms required minor adjustments, including the installation of a specific type of communications coax cable for Ham Radio transmissions and an additional light switch installed in the main Conference Room.

Any changes to the contract require Council approval and the Department respectfully submits this Change Order #5 for approval. Total cost for installation is estimated at \$2,896.00.

## 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 Change Order #5 for ham Radio coax cable and a light switch for a total cost of \$2,896.00.

### **Sample Motion**

Move to approve Change Order #5 with Chief Construction for ham Radio coax cable and a light switch for a total cost of \$2,896.00.



# AIA Document G701™ – 2001

## Change Order

<b>PROJECT</b> (Name and address): EMERGENCY 911/OPERATIONS CENTER - CITY OF GRAND ISLAND GRAND ISLAND, NEBRASKA	<b>CHANGE ORDER NUMBER:</b> 005 <b>DATE:</b> January 11, 2019	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> (Name and address): CHIEF CONSTRUCTION 2107 S. NORTH ROAD GRAND ISLAND, NE 68803	<b>ARCHITECT'S PROJECT NUMBER:</b> 16114 <b>CONTRACT DATE:</b> December 19, 2017 <b>CONTRACT FOR:</b> General Construction	

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Item 1: Add (3) CATV drops in Ham Radio (south wall).	ADD	\$2,008.00
Item 2: Add (1) type 3 light fixture in Restroom 127 and add second switch in Conference 109.	ADD	\$888.00
<b>TOTAL ADD THIS CHANGE ORDER</b>		<b>\$2,896.00</b>

The original Contract Sum was	\$	3,122,701.00
The net change by previously authorized Change Orders	\$	28,407.00
The Contract Sum prior to this Change Order was	\$	3,151,108.00
The Contract Sum will be increased by this Change Order in the amount of	\$	2,896.00
The new Contract Sum including this Change Order will be	\$	3,154,004.00

The Contract Time will be unchanged by zero ( 0 ) days.  
The date of Substantial Completion as of the date of this Change Order therefore is unchanged.

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>CMBA ARCHITECTS</u> <b>ARCHITECT</b> (Firm name)	<u>CHIEF CONSTRUCTION</u> <b>CONTRACTOR</b> (Firm name)	<u>CITY OF GRAND ISLAND</u> <b>OWNER</b> (Firm name)
208 N. PINE ST., SUITE 301 GRAND ISLAND, NE 68801 <b>ADDRESS</b>	2107 S. NORTH ROAD GRAND ISLAND, NE 68803 <b>ADDRESS</b>	PO BOX 1968 GRAND ISLAND, NE 68802-1968 <b>ADDRESS</b>
 <b>BY</b> (Signature)	 <b>BY</b> (Signature)	 <b>BY</b> (Signature)
<u>JAMES R. BRISNEHAN</u> (Typed name)	<u>ROGER BULLINGTON</u> (Typed name)	<u>ROGER G. STEELE</u> (Typed name)
<u>1-11-19</u> <b>DATE</b>	<u>1/21/19</u> <b>DATE</b>	<u>                    </u> <b>DATE</b>

RECEIVED JAN 14 2019

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User Notes: (3B9ADA30)



GENERAL CONTRACTORS  
A DIVISION OF CHIEF INDUSTRIES, INC.

DESIGN BUILD PROFESSIONALS

**COR Number:** 007

**Date:** 1/10/2019

**Project Number:** 18LJ008

**Contract Date:** 1/16/2018

# Change Order Request

<b>To:</b>	<b>Project:</b>
CITY OF GRAND ISLAND P.O. BOX 1968 GRAND ISLAND NE 68802	Hall County Emergency- 911 Center DIV20 1210 N North Road Grand Island NE 68801

**Description of Change:**

Add (3) CATV drops per Owner request in Ham Radio (south wall).

Electrical Material: \$ 51.00  
 Electrical Labor: \$ 158.00  
 Data/CATV Sub: \$1,594.00  
 Bonds & Insurance: \$ 22.00  
 Sub-Total: \$1,825.00  
 P&O: \$ 183.00

**Total: \$2,008.00**

Proposed Contract Amount of this Change Order

2,008.00

Accepting this Change Order Request indicates that it should be converted to an Owner Change Order and incorporated as part of the original contract.

**Accepted By:**

\_\_\_\_\_  
Owner (Owner's Representative)

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

3935 Westgate Road  
 P.O. Box 2078 (MAILING)  
 Grand Island, NE 68802-2078  
 Phone 308-389-7222  
 Fax 308-389-7393

<http://www.chiefconstruction.us>  
[construction@chiefind.com](mailto:construction@chiefind.com)

4400 E. 39th Street  
 P.O. Box 848 (MAILING)  
 Kearney, NE 68848-0848  
 Phone 308-238-2755  
 Fax 308-238-2759



GENERAL CONTRACTORS  
A DIVISION OF CHIEF INDUSTRIES, INC.

DESIGN BUILD PROFESSIONALS

COR Number: 011

Date: 1/10/2019

Project Number: 18LJ008

Contract Date: 1/16/2018

# Change Order Request

<b>To:</b>	<b>Project:</b>
CITY OF GRAND ISLAND P.O. BOX 1968 GRAND ISLAND NE 68802	Hall County Emergency- 911 Center DIV20 1210 N North Road Grand Island NE 68801

**Description of Change:**

Add (1) type 3 light fixture in Restroom 127 and add second switch in Conference 109.

Electrical Material: \$ 587.00

Electrical Labor: \$ 210.00

Bonds & Insurance: \$ 10.00

Sub-Total: \$ 807.00

P&O: \$ 81.00

**Total: \$ 888.00**

Proposed Contract Amount of this Change Order

888.00

Accepting this Change Order Request indicates that it should be converted to an Owner Change Order and incorporated as part of the original contract.

**Accepted By:**

\_\_\_\_\_  
Owner (Owner's Representative)

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

3935 Westgate Road  
P.O. Box 2078 (MAILING)  
Grand Island, NE 68802-2078  
Phone 308-389-7222  
Fax 308-389-7393

<http://www.chiefconstruction.us>  
[construction@chiefind.com](mailto:construction@chiefind.com)

4400 E. 39th Street  
P.O. Box 848 (MAILING)  
Kearney, NE 68848-0848  
Phone 308-238-2755  
Fax 308-238-2759

RESOLUTION 2019-58

WHEREAS, on December 19, 2017, by Resolution 2017-364, the City Council of the City of Grand Island approved the bid of Chief Construction of Grand Island, Nebraska for \$3,122,701.00 for the construction of a new Emergency Management-911 Facility; and

WHEREAS, the building plans required redesign for this relocation from Fire Station #1 on Fonner Park Road to its current location on North Road; and

WHEREAS, Ham Radio communications required a specifically designed coax cable; and

WHEREAS, two rooms require additional light switches; and

WHEREAS, any changes to the original contract require Council approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the payment to Chief Construction of \$2,896.00 for the installation of a Ham Radio coax cable and light switches, as documented in Change Order No. 5.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☒ _____
February 8, 2019	☒ City Attorney



# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item G-19

**#2019-59 - Approving Purchase of Cash Management Module from Tyler Technologies for Munis ERP Software**

Staff Contact: Patrick Brown, Finance Director



# Council Agenda Memo

**From:** Patrick Brown, Finance Director

**Meeting:** February 12, 2019

**Subject:** Approving Purchase of Cash Management Module from Tyler Technologies for Munis ERP Software

**Presenter(s):** Patrick Brown, Finance Director

## Background

Currently, the City Finance department utilizes multiple excel spreadsheets outside of the ERP system, Munis, to manage and oversee numerous cash functions. One of the primary items is the monthly bank reconciliation. This involves multiple spreadsheets, monthly bank statements and it is a very labor intensive process. The amount of time and sources of input this process involves was further highlighted over the past year during the conversion from one bank to another bank. Some other items that fall under cash management that are also done via spreadsheets are the allocation of interest as well as the tracking of investments.

## Discussion

The Cash Management module for the Munis ERP system will consolidate the bank reconciliation process into the system of record for the City of Grand Island. It will also result in a time savings for staff and quicker detection of any reconciliation issues. As the reconciliation process will change from a monthly process to a daily process. The new process will match transactions that occur in Munis to transactions from the bank statements that will be obtained from a daily import file provided by the bank. It will also allow for the calculation of interest earned to be performed within Munis as well as the pertinent entry to attribute that interest across the funds based on their share of the overall cash balance earning the interest.

The total one-time cost of the cash management module is \$33,190 and an estimated recurring yearly cost, to be billed with the annual Munis renewal, of \$4,365. The Information Technology Fund (605) will pay for these charges, as everyone within the City will benefit from the new module. There is also sufficient budget to pay for this item.

## **Alternatives**

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

The Council may:

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

## **Recommendation**

City Administration recommends that the Council approve the resolution approving the purchase of the Munis Cash Management module.

## **Sample Motion**

Move to approve the resolution as presented.



## Munis Cash Management

The Munis® Cash Management System provides the treasurer's department with:

- Disbursement and check reconciliation functions from accounts payable and payroll
- A separate file for recording bank account transactions including pooled cash, investment detail files and debt detail files
- A tool for cash flow forecasting for any cash account or date range, which provides the option to integrate with accounting system transactions to provide a budget vs. actual cash flow file
- Bank Reconciliation, which reconciles Munis cash accounts (book balance) with their corresponding bank accounts (bank balance)

### Check and Warrant Reconciliation

- Easily process files to and from the bank
- Access payables and payroll check writing history files
- Manually indicate that checks have cleared
- Run a cash account reconciliation report to give a fund's true cash position for an entered date range
- Use Tyler Reporting Services to create customized listings based on investment and debt information
- Reports include:
  - » Daily treasurer's totals
  - » Cash flow journal (summary)
  - » Cash flow journal (detail): reports receipts, disbursements and balances each day
  - » Investment journals
  - » Debt service journals
- Forecast cash account cash flows for any date range; integration with actual transaction provides a budget vs. actual cash flow file

*continued on reverse*

### Cash Flow Utilization

- Create recurring cash flow records to simplify entry of many redundant records such as payroll expenditures
- Establish one recurring cash flow record (e.g. the estimated weekly AP check process) and have the system automatically generate all detail cash flow entries by calendar date
- Track investments and debt service in detail
- Allocate interest across one or more cash accounts

**These tools provide the treasurer with functionality to automate their most important processes**

For more information, visit  
[www.tylertech.com](http://www.tylertech.com)  
or email [info@tylertech.com](mailto:info@tylertech.com)

For more information, visit [www.tylertech.com](http://www.tylertech.com)

Empowering people who serve the public®



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# Munis Cash Management

## Bank Reconciliation

- Create multiple bank account numbers for each bank code
- Define which Munis GL cash accounts correspond to each bank account
- Automatically provide bank items reconciliation file of adjustments, deposits, AP and payroll
- Bank reconciliation adjusts Munis cash accounts (book balance) with their corresponding bank accounts (bank balance)
- All outstanding journal entries for both open and closed months are imported into the reconciliation module without duplication or omission of entries
- Bank items can be searched by bank code, account, date range, item type (adjustments, deposits or both) and status (cleared/not cleared/all)
- Supports automated BAI file imports
- Transactions are cleared either manually or automatically via BAI import or by using an XML interface with your bank
- Drill down lets you view transaction details for cleared and outstanding totals within date range
- Reconciliation balance is calculated as entered bank balance plus any minus outstanding amounts (should equal the current GL balance upon entrance of all bank fees and adjustments)

For more information, visit [www.tylertech.com](http://www.tylertech.com)





Quoted By: Justin Almy  
 Date: 1/15/2019  
 Quote Expiration: 7/14/2019  
 Quote Name: City of Grand Island - ERP - Cash Management  
 Quote Number: 2019-64507  
 Quote Description: Cash Management

**Sales Quotation For**

City of Grand Island  
 PO Box 1968  
 Grand Island, NE 68802-1968  
 Phone +1 (308) 385-5444

**Tyler Software and Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
<b>Financials:</b>						
Cash Management	\$24,250.00	40	\$7,000.00	\$0.00	\$31,250.00	\$4,365.00
Sub-Total:	\$24,250.00		\$7,000.00	\$0.00	\$31,250.00	\$4,365.00
<i>Less Discount:</i>	<i>\$2,425.00</i>		<i>\$0.00</i>	<i>\$0.00</i>	<i>\$2,425.00</i>	<i>\$0.00</i>
<b>TOTAL:</b>	<b>\$21,825.00</b>	<b>40</b>	<b>\$7,000.00</b>	<b>\$0.00</b>	<b>\$28,825.00</b>	<b>\$4,365.00</b>

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$21,825.00	\$4,365.00
Total Tyler Services	\$7,000.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
<b>Summary Total</b>	<b>\$28,825.00</b>	<b>\$4,365.00</b>
<b>Contract Total</b>	<b>\$33,190.00</b>	

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for Six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars

**Tyler Discount Detail**

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Cash Management	\$24,250.00	\$2,425.00	\$21,825.00	\$4,365.00	\$0.00	\$4,365.00
<b>TOTAL:</b>	<b>\$24,250.00</b>	<b>\$2,425.00</b>	<b>\$21,825.00</b>	<b>\$4,365.00</b>	<b>\$0.00</b>	<b>\$4,365.00</b>

## Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Client agrees that items in this sales quotation are, upon Client's signature of same, hereby added to the Agreement between the parties, and subject to its terms. Additionally, and notwithstanding anything in the Agreement to the contrary, payment for said items shall conform to the following conditions: Licensee fees for Tyler and 3rd party products are due when Tyler makes such software available for download by the Client (for the purpose of this quotation, the 'Availability Date') or delivery (if not software); Maintenance fees, prorated for the term commencing when on the Availability Date and ending on the last day of the current annual support term for Tyler Software currently licensed to the Client, are due on the Availability Date; Fees for services, unless otherwise indicated, plus expenses, are payable upon delivery.

RESOLUTION 2019-59

WHEREAS, the City of Grand Island currently uses the Tyler Technologies Munis Program; and

WHEREAS, the Finance Department staff performs many of the cash management duties outside the Munis system; and

WHEREAS, Many of the tasks are highly manual and involve multiple other programs; and

WHEREAS, the Finance Department seeks to streamline and improve the cash management process; and

WHEREAS, the Munis Cash Management module will achieve the desired goal of the Finance Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with Tyler Technologies for the Munis Cash Management module with a one-time cost of \$33,190 is approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
February 8, 2019	☐ City Attorney





# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item G-20

**#2019-60 - Approving Final Plat and Subdivision Agreement for  
Kenmare Fifth Subdivision**

Staff Contact: Chad Nabity

# **Council Agenda Memo**

**From:** Regional Planning Commission  
**Meeting:** February 12, 2019  
**Subject:** Kenmare Fifth Subdivision – Final Plat  
**Presenter(s):** Chad Nabity, AICP, Regional Planning Director

## **Background**

This property is located west of Blaine Street at the end of Wicklow Drive in Grand Island, Nebraska. (3 lots, 7.167 acres). This property is zoned R1 Suburban Density Residential. A replat of all of lot 1, Kenmare Fourth Subdivision, Grand Island, Hall County, Nebraska.

## **Discussion**

The final plat for Kenmare Fifth Subdivision was considered by the Regional Planning Commission at the February 6, 2019 meeting.

A motion was made by Leonard Rainforth and seconded Carla Maurer by to approve the final plat as presented.

A roll call vote was taken and the motion passed with 9 members present and voting in favor (O'Neill, Ruge, Allan, Maurer, Robb, Rainforth, Hendricksen, Rubio, and Randone) and no members present 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

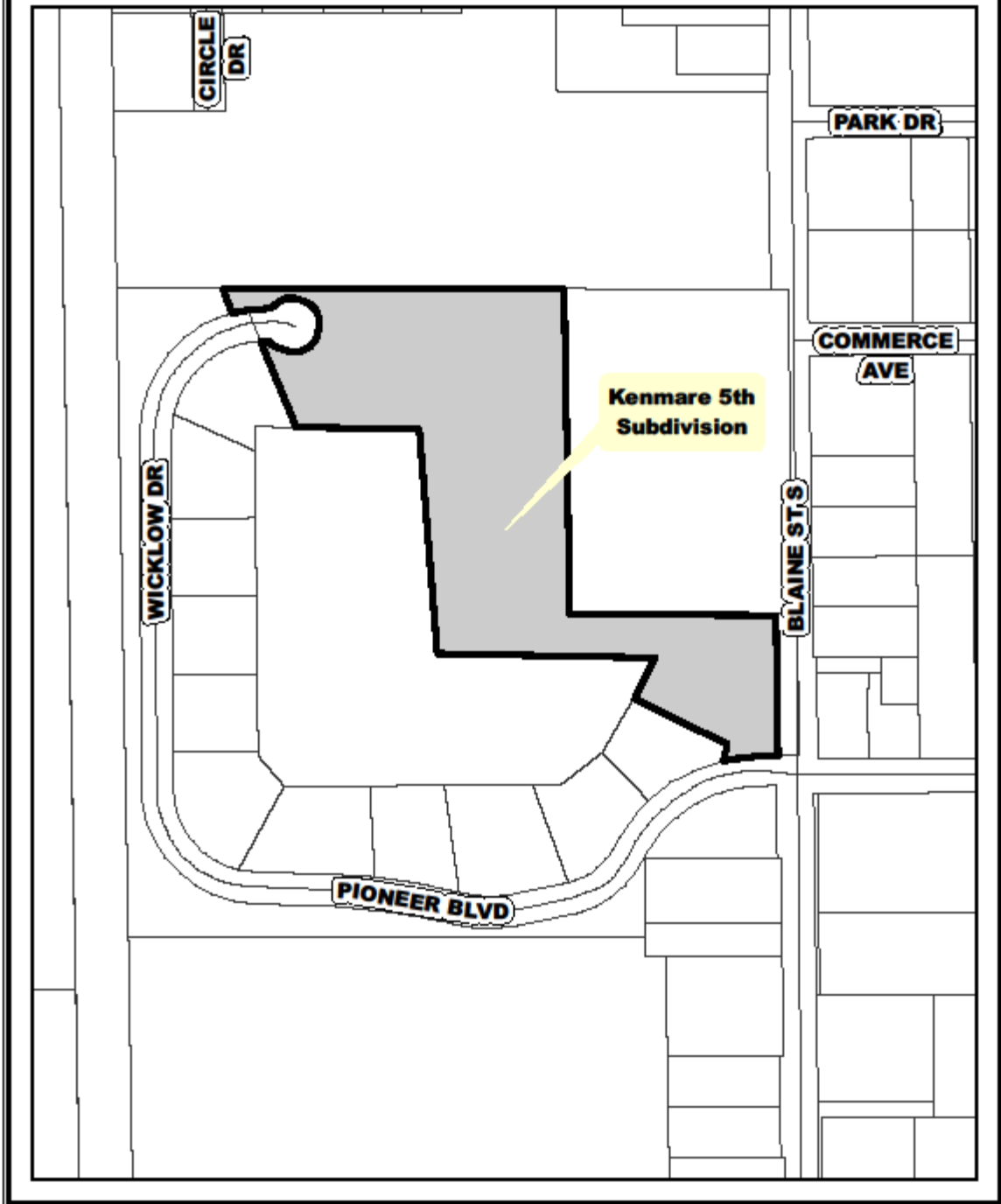
## **Recommendation**

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

## **Sample Motion**

Move to approve as recommended.

**PROPOSED AREA  
LOCATION MAP**



**Developer/Owner**

Janet A. Reinders Revocable Living Trust, Managing Member, JST Farms LLC  
PO BOX 5632  
Grand Island, NE 68802

To create 3 lots west of Blaine St. and north of Pioneer Blvd in Grand Island, Nebraska.

**Size:** 3 lots 7.167 acres

**Zoning:** R1 Suburban Density Residential

**Road Access:** Wicklow Drive is a 37' paved city street and Blaine is 24' rural section street.

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

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



# KENMARE FIFTH SUBDIVISION

## IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

### FINAL PLAT

LOT 2  
ELMER'S SUB  
(NOT A PART)

N89°54'42"E 637.48'(M) 637.50'(R) 637.62'(P)

OUTLOT A  
KENMARE  
SUBDIVISION  
(NOT A PART)

N22°01'48"W  
49.78'(M)  
49.82'(P2)  
49.97'(P3)

N22°01'48"W  
23.31'(E)

N89°54'42"E  
87.85'(E)

UTILITY EASEMENT  
TO BE DEDICATED  
WITH THIS PLAT

EXISTING 20'  
UTILITY  
EASEMENT

WICKLOW DRIVE

S89°50'48"W  
9.30'(M,P)

LOT 2  
KENMARE FOURTH  
SUBDIVISION  
(NOT A PART)

N21°59'47"W  
161.86'(M)  
162.03'(P)

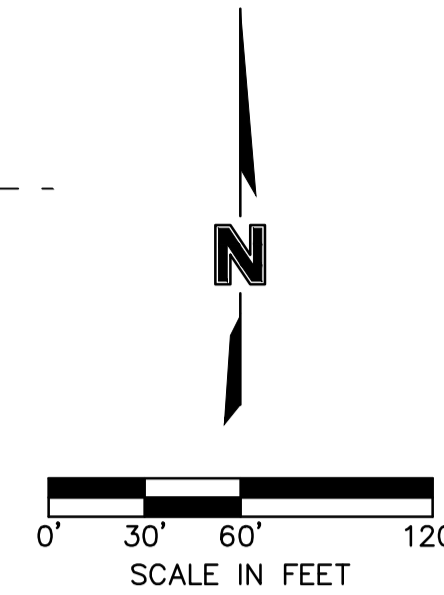
LOT 1  
128,683 S.F.  
2.954 ACRES

S89°58'19"W  
200.66'(M)  
305.20'(R,P)

N04°16'24"W  
82.55'

N54°33'13"E 329.45'

S00°48'00"E 151.98'  
S00°48'00"E 609.55'(R) 609.60'(P)  
S00°48'00"E 457.72'  
S00°48'00"E 609.70'(M) 609.55'(R) 609.60'(P)

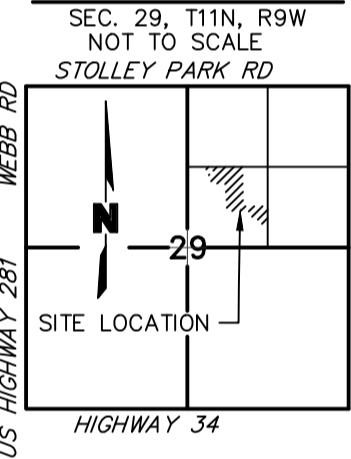


#### LEGEND

- SET CORNER (5/8" REBAR W/CAP)
- FOUND CORNER (1/2" PIPE UNLESS NOTED)
- M MEASURED DISTANCE
- P KENMARE 4TH SUB. PLAT DISTANCE
- R RECORDED DISTANCE
- E EASEMENT DISTANCE

- PROPERTY LINE
- - - PROPOSED SUBDIVISION LINE
- - - - - EXISTING EASEMENT LINE
- ▨ PROPOSED UTILITY EASEMENT

#### LOCATION MAP



UNPLATTED  
PART W 1/2, NE 1/4  
SECTION 29-T11N-R9W  
(NOT A PART)

#### LEGAL DESCRIPTION

A REPLAT OF ALL OF LOT 1, KENMARE FOURTH SUBDIVISION, GRAND ISLAND, HALL COUNTY, NEBRASKA.

SAID TRACT CONTAINS A CALCULATED AREA OF 312195.03 SQUARE FEET OR 7.167 ACRES MORE OR LESS.

#### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON \_\_\_\_\_, 2019, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF "KENMARE FIFTH SUBDIVISION" A REPLAT OF ALL OF LOT 1, KENMARE FOURTH, 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, REGISTERED LAND SURVEYOR NUMBER, LS-674

#### DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT JST FARMS LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE LAND DESCRIBED HEREON, HAS CAUSED SAME TO BE SURVEYED, PLATTED AND DESIGNATED AS "KENMARE FIFTH SUBDIVISION" A REPLAT OF ALL OF LOT 1, KENMARE FOURTH, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON ACCOMPANYING PLAT THEREOF; AND THAT THE FOREGOING SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT \_\_\_\_\_, NEBRASKA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

JANET A. REINDERS REVOCABLE LIVING TRUST, MANAGING MEMBER, JST FARMS LLC

#### ACKNOWLEDGMENT

STATE OF NEBRASKA  
COUNTY OF HALL  
ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019, BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED JANET A. REINDERS REVOCABLE LIVING TRUST, MANAGING MEMBER, JST FARMS LLC, A NEBRASKA LIMITED LIABILITY COMPANY, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HER VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT \_\_\_\_\_, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

#### APPROVAL

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

CHAIRPERSON \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

MAYOR \_\_\_\_\_ CITY CLERK \_\_\_\_\_

OWNERS: JST FARMS LLC  
SUBDIVIDER: JST FARMS LLC  
LAND SURVEYOR: OLSSON  
ENGINEER: OLSSON  
NUMBER OF LOTS: 3

**olsson**  
201 East 2nd Street  
Grand Island, NE 68802  
TEL 308.384.8750  
FAX 308.384.8752

PROJECT NO. 2018-3701  
ROCK SOLID SURVEY  
FB

CURVE TABLE					
CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C1	309.67 M,P	013°55'03"	75.22 M, 75.31P	S82°24'08"W	75.04 M, 75.12P
C2	50.00 M,P	254°28'26"	222.07 M, 222.77P	N03°58'09"W	79.61 M, 79.21P
C3	30.00 M,P	041°26'38"	21.70 M,P	S69°07'26"W	21.23 M, 21.23P
C4	234.70 M,P	012°30'16"	51.22 M, 51.15P	S80°41'53"W	51.12 M, 51.05P

LOT 3  
39355 S.F.  
0.903 ACRES

N27°29'47"E  
84.98'(M)  
85.00'(R,P)

N64°08'56"W  
196.83'(M)  
196.93'(R,P)

N17°13'24"E  
34.13'(M)  
34'(R) 34.20'(P)

3/4 RBR

S89°18'27"W  
28.96'(M)  
28.98'(R,P)

PIONEER BLVD

BLAINE STREET

USER: jjimenez

DWG: F:\2018\3501-4000\018-3701\40-Design\Survey\SRVY\Sheets\PLAT\_018-3701.dwg  
DATE: Jan 22, 2019 3:01pm  
XREFS: V\_XRWAY\_018-3701

RESOLUTION 2019-60

WHEREAS Janet A. Reinders Revocable Living Trust, Managing Member, JST Farms LLC, being the said owner of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as "KENMARE FIFTH SUBDIVISION", a replat of all of lot 1, Kenmare 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 KENMARE FIFTH 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, February 12, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

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

Approved as to Form	☐ _____
February 11, 2019	☐ City Attorney



# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item G-21

**#2019-61 - Approving Final Plat and Subdivision Agreement for  
Prairie Commons Third Subdivision**

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Regional Planning Commission  
**Meeting:** February 12, 2019  
**Subject:** Prairie Commons Third Subdivision – Final Plat  
**Presenter(s):** Chad Nabity, AICP, Regional Planning Director

## Background

This property is located south of Husker Highway and west of Prairieview Street in Grand Island, Nebraska. (6 lots, 26.71 acres). This property is zoned RO Residential Office and is a replat of all of lot 4 and all of lot 5, Prairie Commons Second Subdivision, Grand Island, Hall County, Nebraska.

## Discussion

The final plat for Prairie Commons Third Subdivision was considered by the Regional Planning Commission at the February 6, 2019 meeting.

A motion was made by Leonard Rainforth and seconded Carla Maurer by to approve the final plat as presented.

A roll call vote was taken and the motion passed with 9 members present and voting in favor (O'Neill, Ruge, Allan, Maurer, Robb, Rubio, Rainforth, Hendricksen, and Randone) and no members present 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



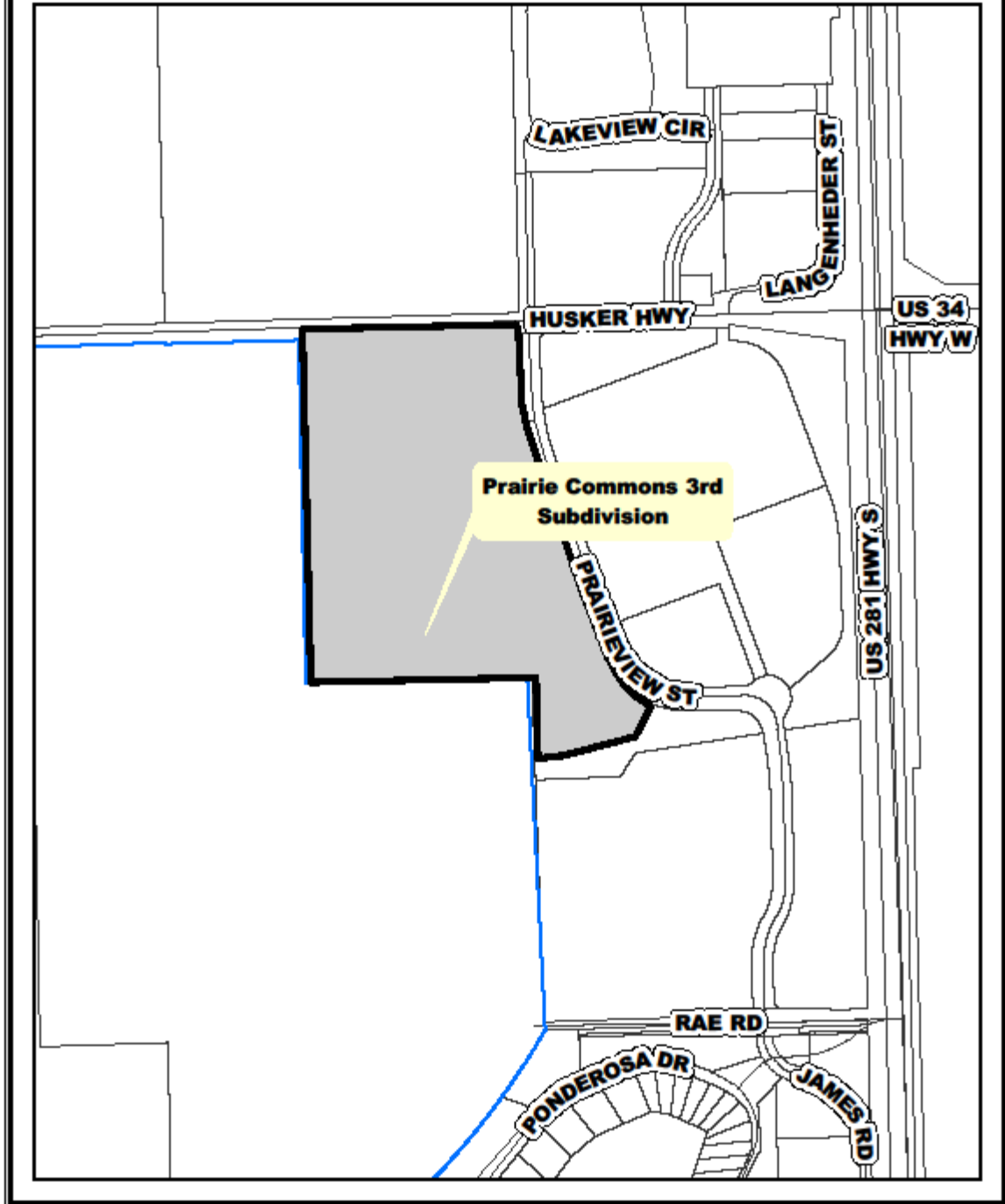
## **Recommendation**

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

## **Sample Motion**

Move to approve as recommended.

**PROPOSED AREA  
LOCATION MAP**



**Developer/Owner**  
Prataria Ventures LLC

PO Box 2078  
Grand Island, NE 68802

To replat all of lot 4 and all of lot 5, Prairie Commons Second Subdivision, Grand Island, Hall County, Nebraska.

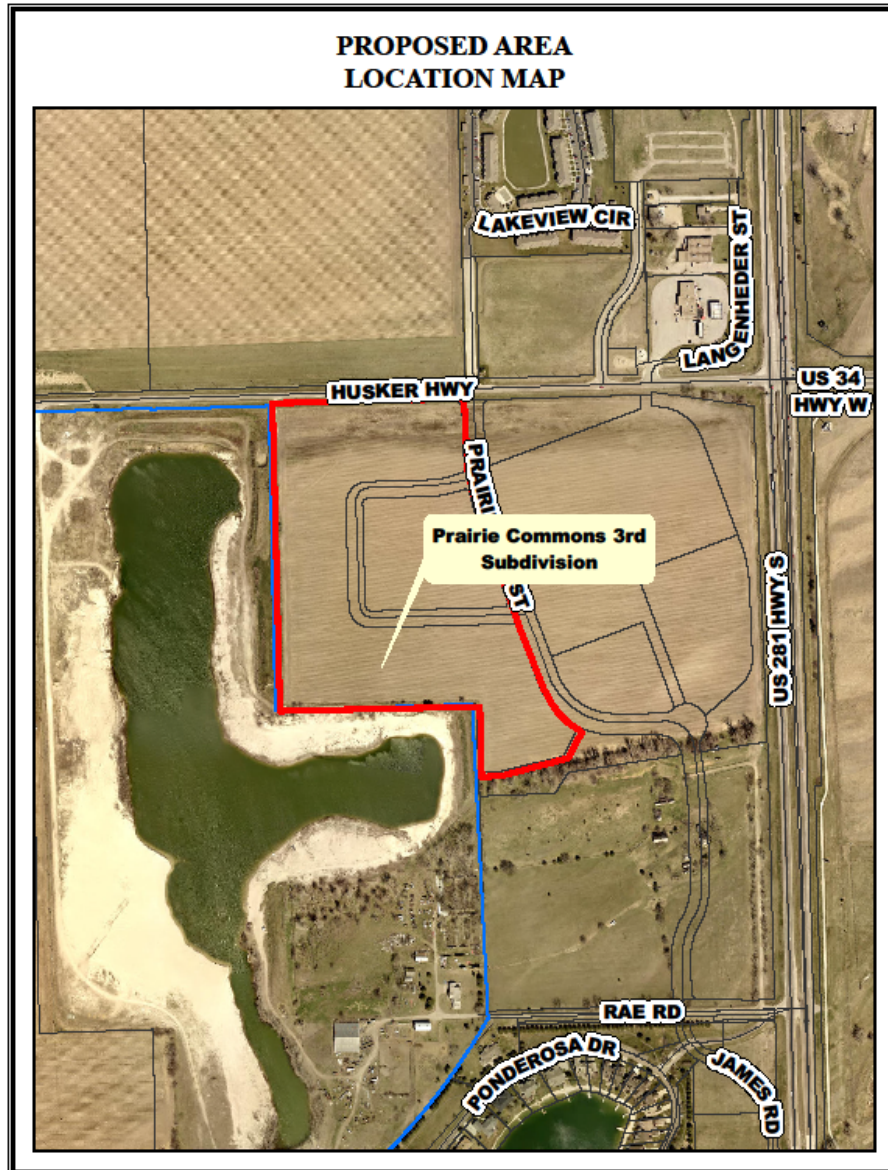
**Size:** 6 lots 26.71 acres

**Zoning:** RO Residential Office

**Road Access:** Ewoldt Street is platted and will be constructed by the developer as a commercial street with this development. Prairie Commons and Husker Highway are existing streets.

**Water Public:** City water is available and will be extended.

**Sewer Public:** City sewer is available and will be extended.



# PRAIRIE COMMONS THIRD SUBDIVISION

## GRAND ISLAND, HALL COUNTY, NEBRASKA

### FINAL PLAT

#### LEGAL DESCRIPTION

A REPLAT OF ALL OF LOT 4 AND ALL OF LOT 5, PRAIRIE COMMONS SECOND SUBDIVISION, GRAND ISLAND, HALL COUNTY, NEBRASKA.  
SAID TRACT CONTAINS A CALCULATED AREA OF 1,163,510 SQUARE FEET OR 26.711 ACRES MORE OR LESS.

#### LEGEND

- SECTION CORNER
- SET CORNER (5/8"x24" REBAR W/CAP)
- FOUND CORNER (5/8" REBAR w/CAP UNLESS NOTED)
- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- PROPOSED SUBDIVISION LINE
- M MEASURED DISTANCE
- E EASEMENT DISTANCE
- P EWOLDT SUBD (VACATED) DISTANCE
- R RECORDED DISTANCE
- P1 PRAIRIE COMMONS SUBDIVISION
- P2 PRAIRIE COMMONS 2ND SUBDIVISION



#### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON \_\_\_\_\_, 2019, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A REPLAT OF ALL OF LOT 4 AND LOT 5, PRAIRIE COMMONS SECOND SUBDIVISION, GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

JAI JASON ANDRIST, REGISTERED LAND SURVEYOR NUMBER, LS-630

#### DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT PRATARIA VENTURES, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "PRAIRIE COMMONS THIRD SUBDIVISION" A REPLAT OF ALL OF LOT 4 AND LOT 5, PRAIRIE COMMONS SECOND SUBDIVISION, GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; AND THAT THE FOREGOING ADDITION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.  
IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT \_\_\_\_\_, NEBRASKA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

DAVID OSTDIEK, MANAGER  
PRATARIA VENTURES, LLC, A NEBRASKA LIMITED LIABILITY COMPANY

#### ACKNOWLEDGMENT

STATE OF NEBRASKA  
COUNTY OF HALL SS  
ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019, BEFORE ME \_\_\_\_\_, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED DAVID OSTDIEK, MANAGER, PRATARIA VENTURES, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT \_\_\_\_\_, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_

#### NOTARY PUBLIC

#### APPROVAL

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

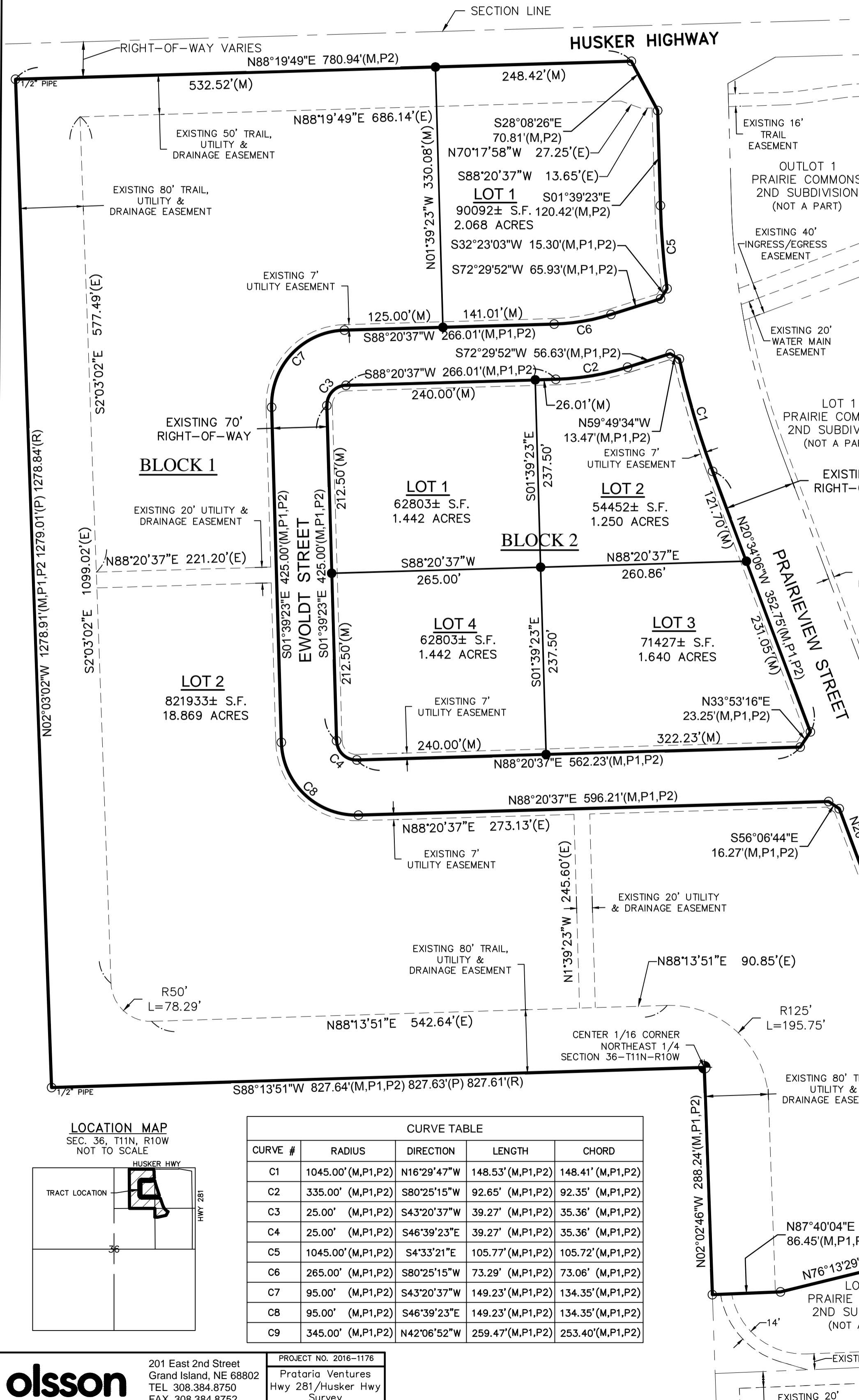
CHAIRPERSON \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

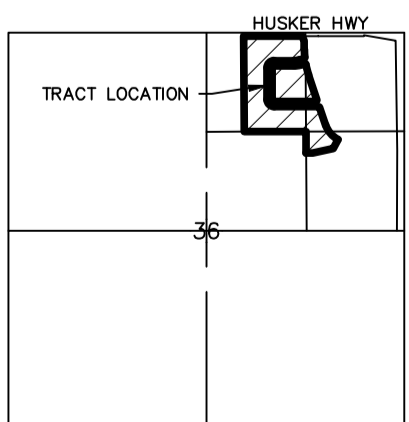
MAYOR \_\_\_\_\_

CITY CLERK \_\_\_\_\_



#### LOCATION MAP

SEC. 36, T11N, R10W  
NOT TO SCALE



#### CURVE TABLE

CURVE #	RADIUS	DIRECTION	LENGTH	CHORD
C1	1045.00' (M,P1,P2)	N16°29'47"W	148.53' (M,P1,P2)	148.41' (M,P1,P2)
C2	335.00' (M,P1,P2)	S80°25'15"W	92.65' (M,P1,P2)	92.35' (M,P1,P2)
C3	25.00' (M,P1,P2)	S43°20'37"W	39.27' (M,P1,P2)	35.36' (M,P1,P2)
C4	25.00' (M,P1,P2)	S46°39'23"E	39.27' (M,P1,P2)	35.36' (M,P1,P2)
C5	1045.00' (M,P1,P2)	S4°33'21"E	105.77' (M,P1,P2)	105.72' (M,P1,P2)
C6	265.00' (M,P1,P2)	S80°25'15"W	73.29' (M,P1,P2)	73.06' (M,P1,P2)
C7	95.00' (M,P1,P2)	S43°20'37"W	149.23' (M,P1,P2)	134.35' (M,P1,P2)
C8	95.00' (M,P1,P2)	S46°39'23"E	149.23' (M,P1,P2)	134.35' (M,P1,P2)
C9	345.00' (M,P1,P2)	N42°06'52"W	259.47' (M,P1,P2)	253.40' (M,P1,P2)



201 East 2nd Street  
Grand Island, NE 68802  
TEL 308.384.8750  
FAX 308.384.8752

PROJECT NO. 2016-1176  
Prataria Ventures  
Hwy 281/Husker Hwy  
Survey  
FB

OWNERS: PRATARIA VENTURES, LLC  
SUBDIVIDER: PRATARIA VENTURES, LLC  
SURVEYOR: OLSSON  
ENGINEER: OLSSON  
NUMBER OF LOTS: 6

DWG: F:\2016\1001-1500\016-1176\40-Design\Survey\SRVY\Sheets\V\_PLAT-PC 3rd\_61176.dwg  
DATE: Jan 22, 2019 3:25pm XREFS: V\_XTPO\_60906 C\_RWAY-PC 3RD\_61176 USER: jjimenez

RESOLUTION 2019-61

WHEREAS PRATARIA VENTURES, LLC, being the said owners of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as "PRAIRIE COMMONS THIRD SUBDIVISION", a replat of all of lot 4 and lot 5, Prairie Commons Second 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 PRAIRIE COMMONS 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, February 12, 2019.

---

Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 11, 2019	☐ City Attorney



# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item G-22

**#2019-62 - Approving Final Plat and Subdivision Agreement for  
Woodland Park Eighteenth Subdivision**

Staff Contact: Chad Nabity

# Council Agenda Memo

**From:** Regional Planning Commission  
**Meeting:** February 12, 2019  
**Subject:** Woodland Park Eighteenth Subdivision – Final Plat  
**Presenter(s):** Chad Nabity, AICP, Regional Planning Director

## Background

This property is located along Michigan Avenue west of Idaho Avenue in Grand Island, Nebraska. (10 lots, 2.61 acres). This property is zoned R2 Low Density Residential and is a replat of all lots 4 & 5, block 1 and all of lots 2-6, block 2, Woodland Park Fifteenth Subdivision, Grand Island, Hall County, Nebraska.

## Discussion

The final plat for Woodland Park Eighteenth Subdivision was considered by the Regional Planning Commission at the February 6, 2019 meeting.

A motion was made by Leonard Rainforth and seconded Carla Maurer by to approve the final plat as presented.

A roll call vote was taken and the motion passed with 9 members present and voting in favor (O'Neill, Ruge, Allan, Maurer, Robb, Rainforth, Rubio, Hendricksen and Randone) and no members present 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

## **Recommendation**

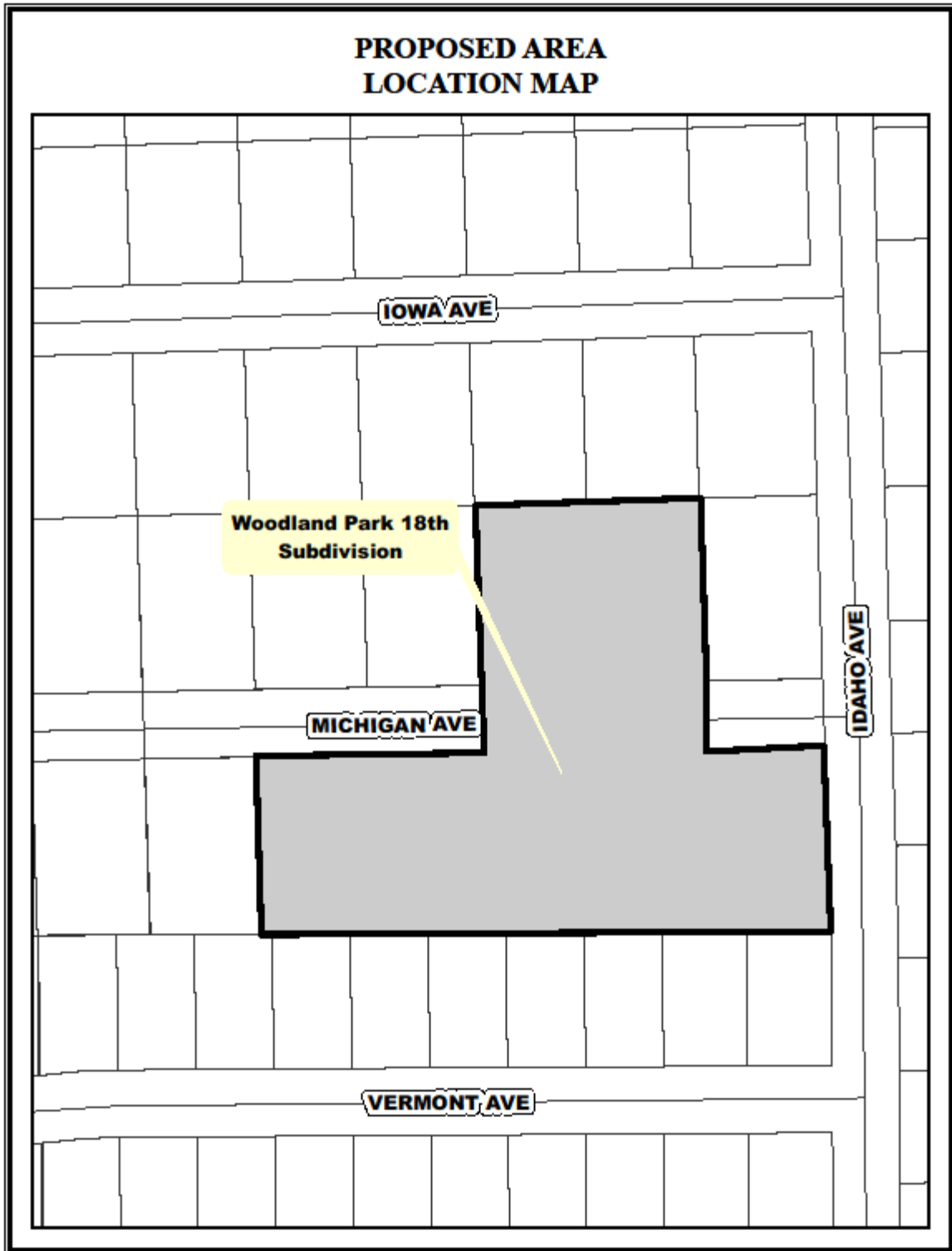
City Administration recommends that Council approve the final plat as presented.

## **Sample Motion**

Move to approve as recommended.



**PROPOSED AREA  
LOCATION MAP**



**Developer/Owner**  
Starostka Group Unlimited

429 Industrial Lane  
Grand Island, NE 68803

To create 10 lots in the place of 7 existing lots along Michigan Ave. west of Idaho Ave in Grand Island, Nebraska.

**Size:** 10 lots 2.61 acres

**Zoning:** R2 Low Density Residential

**Road Access:** Michigan Avenue is a 37' paved residential street.

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

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



# WOODLAND PARK EIGHTEENTH SUBDIVISION

## CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

### FINAL PLAT

#### LEGAL DESCRIPTION

A REPLAT OF ALL OF LOTS 4 & 5, BLOCK 1 AND ALL OF LOTS 2 - 6, BLOCK 2, WOODLAND PARK FIFTEENTH SUBDIVISION, GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 113,225 SQUARE FEET OR 2.61 ACRES.

#### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON \_\_\_\_\_, 2019, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF "WOODLAND PARK EIGHTEENTH SUBDIVISION" A REPLAT OF ALL OF LOTS 4 & 5, BLOCK 1 AND ALL OF LOTS 2 - 6, BLOCK 2, WOODLAND PARK FIFTEENTH SUBDIVISION, 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, REGISTERED LAND SURVEYOR NUMBER, LS-674

#### DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT HASTINGS VENTURES LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNER OF THE LAND DESCRIBED HEREON, HAS CAUSED SAME TO BE SURVEYED, PLATTED AND DESIGNATED AS "WOODLAND PARK EIGHTEENTH SUBDIVISION" A REPLAT OF ALL OF LOTS 4 & 5, BLOCK 1 AND ALL OF LOTS 2 - 6, BLOCK 2, WOODLAND PARK FIFTEENTH SUBDIVISION, GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON ACCOMPANYING PLAT THEREOF; AND THAT THE FOREGOING SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT \_\_\_\_\_, NEBRASKA, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

(signature)  
 \_\_\_\_\_  
 (title)  
 \_\_\_\_\_  
 (print owner name)  
 HASTINGS VENTURES LLC, A NEBRASKA LIMITED LIABILITY COMPANY

#### ACKNOWLEDGMENT

STATE OF NEBRASKA      SS  
 COUNTY OF HALL  
 ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019, BEFORE ME  
 COUNTY, PERSONALLY APPEARED \_\_\_\_\_ (print owner name)  
 \_\_\_\_\_ (title), HASTINGS VENTURES LLC, A NEBRASKA LIMITED LIABILITY COMPANY, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT \_\_\_\_\_, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_

NOTARY PUBLIC

#### APPROVAL

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

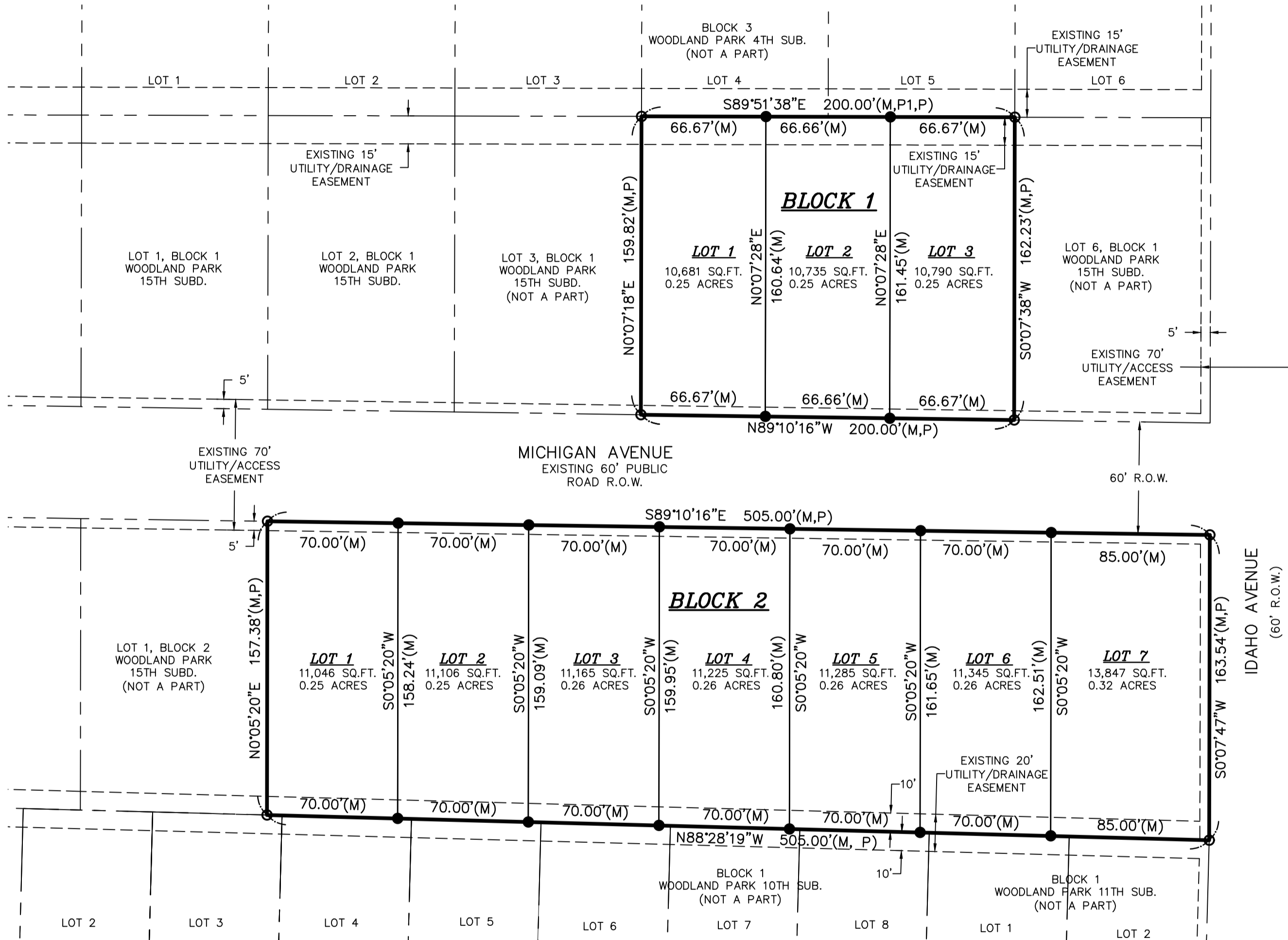
CHAIRPERSON \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

MAYOR \_\_\_\_\_

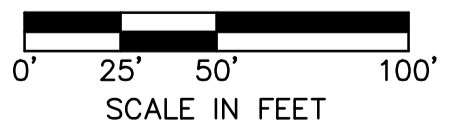
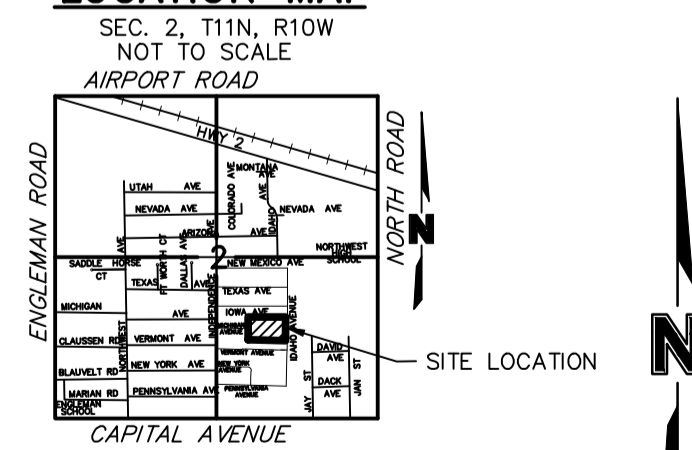
CITY CLERK \_\_\_\_\_



#### LEGEND

- ⊕ SECTION CORNER
- SET CORNER (5/8"x24" REBAR W/CAP)
- ⊙ FOUND CORNER
- EXISTING PROPERTY LINE
- PROPERTY LINE
- - - LOT LINE
- - - EXISTING EASEMENT LINE
- M MEASURED DISTANCE
- P WOODLAND PARK 15TH SUBDIVISION
- P WOODLAND PARK 4TH SUBDIVISION

#### LOCATION MAP



DWG: F:\2019\0001-0500\019-0050\140-Design\Survey\SRVY\Sheets\PLAT\_MP\_18th\_019-0050.dwg  
 USER: jjimenez  
 DATE: Jan 18, 2019 2:04pm  
 XREFS: 040242\_xrow Row-Combined 1st thru 11th 1.27.2011

<b>olsson</b>	201 East 2nd Street Grand Island, NE 68802 TEL 308.384.8750 FAX 308.384.8752	PROJECT NO. 2019-0050
		WOODLAND PARK SURVEY
		FB

OWNERS: HASTINGS VENTURES LLC  
 SUBDIVIDER: HASTINGS VENTURES LLC  
 SURVEYOR: OLSSON  
 ENGINEER: OLSSON  
 NUMBER OF LOTS: 10

RESOLUTION 2019-62

WHEREAS Starostka Group Unlimited, being the said owner of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as "WOODLAND PARK EIGHTEENTH SUBDIVISION", a replat of all lots 4 & 5, Block 1 and all of lots 2 – 6, Block 2, Woodland Park Eighteenth Subdivision, 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 WOODLAND PARK EIGHTEENTH 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, February 12, 2018.

---

Roger G. Steele, Mayor

Attest:

---

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 8, 2019	☐ City Attorney



# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item I-1

**#2019-63 - Consideration of Approving Redevelopment Plan for CRA Area #26 located South of Capital Avenue West of the Central Nebraska Railroad Line and North of 12th Street (Orchard, LLC/Hoppe Homes P.C.)**

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

Staff Contact: Chad Nabity

RESOLUTION 2019-63

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. 26 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 aid in redevelopment expenses associated with platting and installing the necessary infrastructure (streets, sanitary sewer, water, and storm sewer) for the development of 180 residential lots being platted as The Orchard Subdivision in northeast Grand Island.. 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	☐ _____
February 8, 2019	☐ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 26 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, February 12, 2019.

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk





# City of Grand Island

Tuesday, February 12, 2019

Council Session

## Item J-1

### **Approving Payment of Claims for the Period of January 23, 2019 through February 12, 2019**

*The Claims for the period of January 23, 2019 through February 12, 2019 for a total amount of \$4,721,067.43. A MOTION is in order.*

Staff Contact: Patrick Brown