
City of Grand Island



Tuesday, February 26, 2019 Council Session Agenda

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:

Brent Clark

City Clerk:

RaNae Edwards

7:00 PM

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

Call to Order

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

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

Invocation - Pastor George Jones, Church of God of Prophecy, 1620 N. Broadwell Avenue

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item D-1

#2019-BE-3 - Consideration of Determining Benefits for Lot One (1) Rowe Second Subdivision in Water Main District 421T

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

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director

Meeting: February 26, 2019

Subject: Water Main District 421T – Rowe Second Subdivision

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Water Main District 421T was originally created to provide municipal water service to the area along Stolley Park Road from Freedom Drive to Engleman Road, and along Engleman Road from Stolley Park Road to Highway 30. All construction was completed, placed in service and incorporated into the City system.

In March 1999, the City Council sat as a Board of Equalization to establish the fees for each property within the district's boundary. The district was done as a connection fee (tap district where customers are not charged for the cost of the main until they "tap" the main for service.

The total cost for construction was \$302,957.85. The fees for properties connecting to the water main were based on taking the total chargeable amount of \$194,877.55 and dividing it by the district's footage of 12,992.1 feet. This established a fee of \$14.999719 per front foot, which is collected when the property owners begin receiving City service. The remaining amount of \$108,080.30 was a cost to the Utilities Department for over-sizing the main to meet existing and future system usage, pressure demands, and fire flow requirements.

Discussion

Gary P. Rowe and Dee Rowe, husband and wife, are owners of a recently subdivided tract of land, being Lot One (1), Rowe Second Subdivision, consisting of a single residential lot. The subdivision is on the west side of Engleman Road and north of the West Park Plaza Mobile Home Park. At the time District 421T was constructed, the property was not within the district's boundary. The Rowe's are building a home on their property and desire to connect to the City water main. Due to the new configuration of the property and with its access to the existing water main in Engleman Road, it is necessary to establish the appropriate connection fee.

It is recommended the connection fee for Lot One (1) Rowe Second Subdivision be established as:

30 linear feet frontage x \$14.999719 per front foot = \$499.99

Alternatives

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

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

Recommendation

City Administration recommends that the Council sit as a Board of Equalization to establish the connection fee for Lot One (1), Rowe Second Subdivision within Water Main District 421T, in the City of Grand Island, Hall County, Nebraska.

Sample Motion

Move to sit as a Board of Equalization to establish the connection fee for Lot One (1), Rowe Second Subdivision within Water Main District 421T.

RESOLUTION 2019-BE-3

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, sitting as a Board of Equalization for Water Main District 421T, Lot One (1) Rowe Second Subdivision, after due notice have been given thereof, that we find and adjudge:

That the benefits accruing to the real estate in such district to be the total sum of \$499.99; and

Such benefits are equal and uniform; and

According to the area of the respective lots, tracts, and real estate within such Water Main District 421T such benefits are the sums set opposite the descriptions as follows:

Name	Parcel No.	Description	Connection Fee
Gary P. and Dee Rowe	400201269	A tract of land comprising a part of the East Half of the Northeast Quarter (E ½, NE ¼) of Section Twenty Seven (27), Township Eleven (11) North, Range Ten (10) West of the 6 th P.M., in the City of Grand Island, Hall County, Nebraska, more particularly described as follows: First to ascertain the point of beginning, start at the southeast corner of said East Half of the Northeast Quarter (E ½, NE ¼); thence N00°09'46"E, along and upon the east line of said East Half of the Northeast Quarter (E ½ NE ¼), a distance of Three Hundred Ninety and Ninety Eight Hundredth (390.98) feet to the ACTUAL point of beginning; thence S89°59'41"W, a distance of Six Hundred Fifty Nine and Sixty Two Hundredth (659.62) feet; thence S00°12'31"W, a distance of Three Hundred Ninety One and Seventy Six Hundredth (391.76) feet to a point on the south line said East Half of the Northeast Quarter (E ½ NE ¼); thence N89°55'40"E, along and upon the south line of said East Half of the Northeast Quarter (E ½ NE ¼), a distance of Three Hundred Twenty Nine and ninety Seven Hundredths (329.97) feet to the southwest corner of Lot One (1), Rowe Subdivision in the City of Grand Island, Hall County, Nebraska; thence N00°11'12"E, along and upon the west line of Lots One (1) and Two (2), of said Rowe Subdivision, a distance of Three Hundred Sixty One and Forty Nine Hundredths (361.49) feet to the northwest corner of Lot Two (2), of said Rowe Subdivision; thence S89°59'04"E, along and upon the north line of Lot Two (2), of said Rowe Subdivision and it's easterly prolongation, a distance of Three Hundred Twenty Nine and Eight Two	\$499.99

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

		Hundredths (329.82) feet to a point on the east line of said East Half of the Northeast Quarter (E ½ NE ¼); thence N00°09'46"E, along and upon the east line of said East Half of the Northeast Quarter (E ½ NE ¼), a distance of Thirty (30.00) feet to the ACTUAL point of beginning and containing 3.192 acres, more or less.	
Total connection fee			\$499.99

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

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Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item E-1

**Public Hearing on Amendment to the Redevelopment Plan for
CRA No. 1 located at 112 East 3rd Street (Wing Properties, Inc.)**

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: February 26, 2019

Subject: Site Specific Redevelopment Plan for CRA Area #1

Presenter(s): Chad Nabity, AICP CRA Director

Background

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

Wing Properties, Inc. has submitted an application for tax increment financing to aid in the redevelopment of property on the 112 E. 3rd Street the center portion of the old Williamsons Interiors Building. The proposal would redevelop commercial space on the main floor and a single apartment on the second floor of the building. Staff has prepared a redevelopment plan for this property consistent with the TIF application.

The CRA reviewed the proposed development plan on January 9, 2019 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on February 6, 2019. 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 February 6, 2019. The Planning Commission approved Resolution 2019-05 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 297 forwarding the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration.

Discussion

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #1 and authorizes the CRA to execute a contract for TIF based on the plan amendment and to find that this project would not be financially feasible at this location without the use of TIF. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for redevelopment for improvements to and rehabilitation of 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 of 15 years. The proposed bond for this project will be issued for the amount of \$105,095.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment
Grand Island CRA Area 1
January 2018**

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

Executive Summary:

Project Description

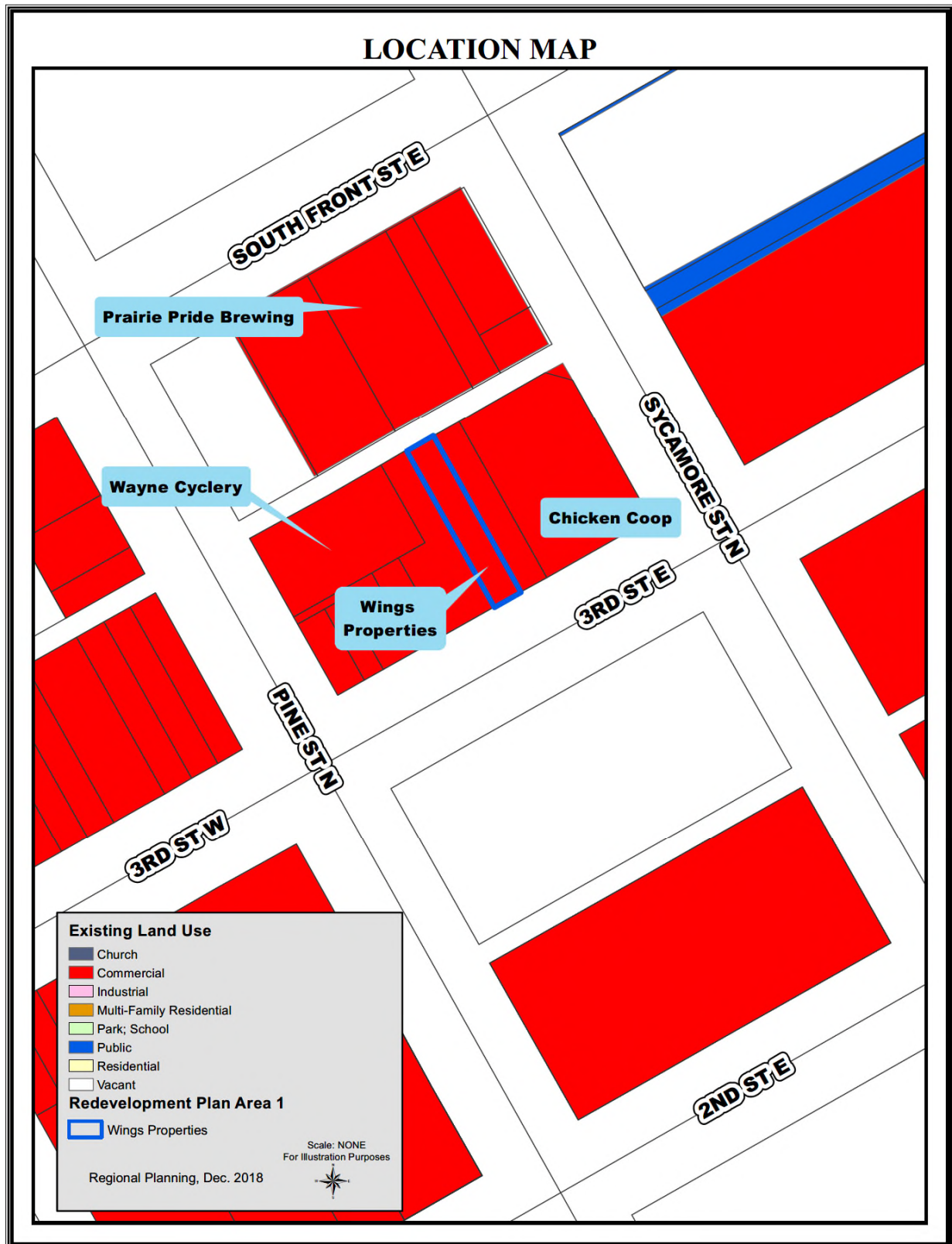
THE REDEVELOPMENT OF A PORTION OF THE OLD WILLIAMSON INTERIORS BUILDING LOCATED AT 112 E. 3RD STREET FOR COMMERCIAL AND RESIDENTIAL USES, INCLUDING ACQUISITION, FIRE/LIFE SAFETY IMPROVEMENTS AND BUILDING REHABILITATION AND REMODELING.

The use of Tax Increment Financing to aid in rehabilitation expenses associated with redevelopment of the first floor the center portion of the Old Williamson Interiors building located at 112 E. 3rd street for 2,650 square foot of commercial space on the main floor and one apartment on the second floor. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project profitable. The project will result in renovating the second floor into a upper story residential unit consistent with the plans approved by the Downtown Business Improvement District and the Grand Island City Council. The first floor will be renovated for street level commercial space. This project would not be feasible without the use of TIF.

Wing Properties purchased this building in 2014 and has been renovating the building in phases since that time. The proportional cost of this building was \$90,000 at the time of purchase. The purchase price is included as an eligible TIF activity. This portion building is currently vacant. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the remodeling and rehabilitation of this building. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2020 towards the allowable costs and associated financing for rehabilitation.

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

Legal Descriptions: The west third of Lot Seven (7) in Block Fifty Four (54) in the Original Town, now City of Grand Island, Hall County, Nebraska. (Hall County Assessor Parcel Number 400004240)



Existing Land Use and Subject Property

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

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

Statutory Pledge of Taxes.

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

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

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

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

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to rehabilitate the building for permitted uses on this property as defined by the current and effective zoning regulations. The Hall County Regional Planning Commission held a public hearing at their meeting on February 6, 2019 and passed Resolution 2019-05 confirming that this project is consistent with the Comprehensive Plan for the City of Grand Island. The Grand Island Public School District has submitted a formal request to the Grand Island CRA to notify the District any time a TIF project involving a housing subdivision and/or apartment complex is proposed within the District. The school district was notified of this plan amendment at the time it was submitted to the CRA for initial consideration.

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

a. Land Acquisition:

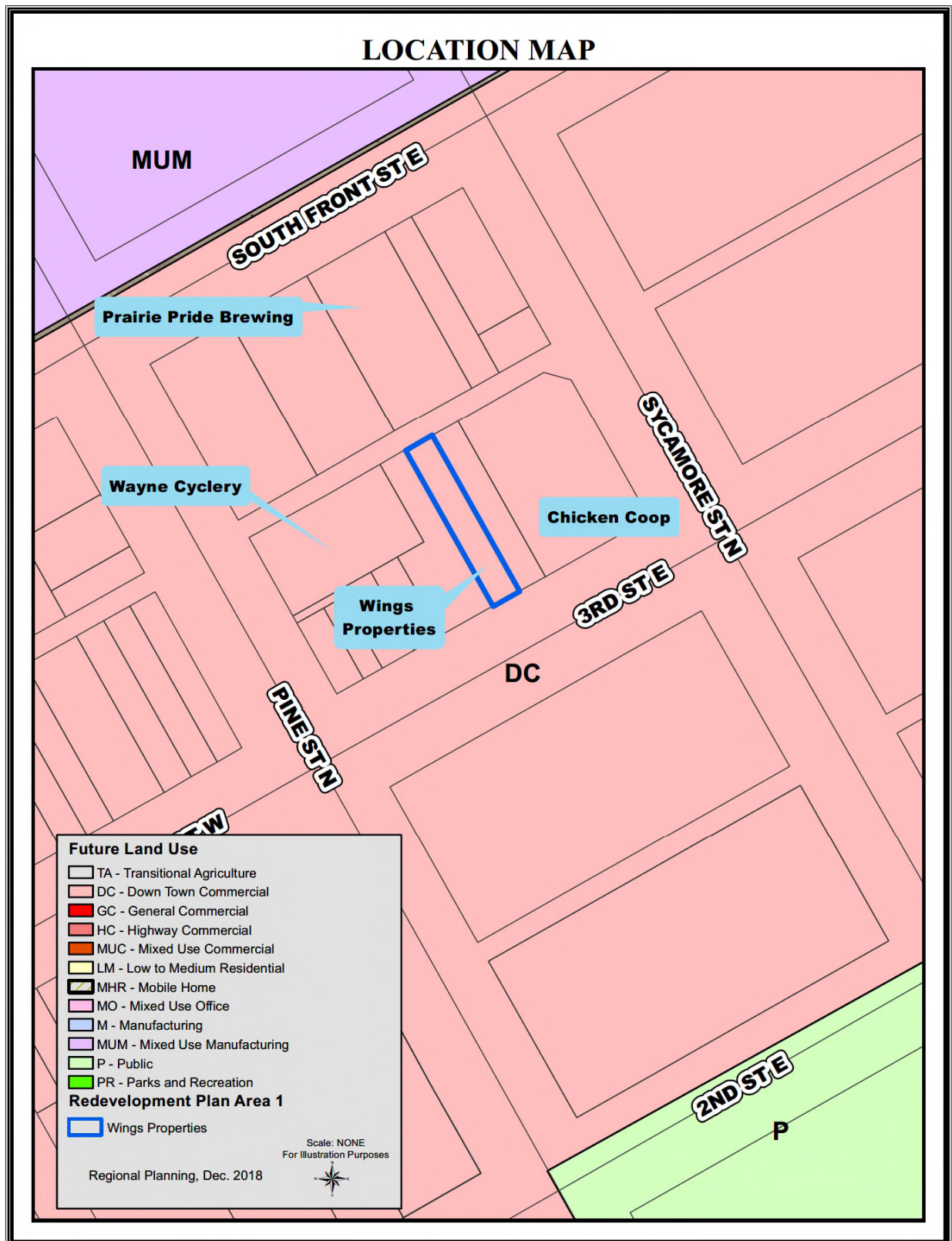
The Redevelopment Plan for Area 1 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

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

c. Future Land Use Plan

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



City of Grand Island Future Land Use Map

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

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

e. Site Coverage and Intensity of Use

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

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. .

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

No other utilities would be impacted by the development.

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

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

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

5. No member of the Authority, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106] No members of the authority or staff of the CRA have any interest in this property. Tom Gdowski, is President of Equitable bank and most likely will be part of the bank approval of a loan for this project.

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

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

The developer purchased this property along with adjoining properties for \$275,000 in 2014. The proportional cost for this portion that is eligible for TIF is \$90,000. The

estimated costs of rehabilitation of this property is \$349,790 planning related expenses for Architectural and Engineering services of \$15,000 and are included as a TIF eligible expense. Legal, Developer and Audit Fees of \$12,000 including a reimbursement to the City and the CRA of \$5,600 are included as TIF eligible expense. The total of eligible expenses for this project exceeds \$560,000.

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 \$105,095 from the proceeds of the TIF. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. It is anticipated that 80% of the total TIF amount (\$84.076) will be available to the developer at the beginning of this project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2021 through December 2034.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

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

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

8. Time Frame for Development

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

9. Justification of Project

This is an historic building in downtown Grand Island that will be preserved with this project. The addition of a new residential unit is consistent with goals to build 50 new residential units in downtown Grand Island by 2019 and with the goals of the 2014 Grand Island housing study and Grow Grand Island. The primary use of the street level space for commercial development is consistent with the long term development plans for Downtown.

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

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

Project Sources and Uses. Approximately \$105,095 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. The CRA has also approved a \$20,000 life safety grant for this property. This property represents 1/3 of the front of the building(s) that received a façade improvement grant in the amount of \$167,016 in 2015 at total of \$55,062 was invested by the CRA in the façade. The total CRA investment in this property including TIF and grants is \$180,757. This investment by the Authority will leverage \$384,769 in private sector financing; a private investment of \$2.14 for every TIF and grant dollar invested.

Use of Funds	Source of Funds.			
Description	TIF Funds	Other Grants	Private Funds	Total
Site Acquisition	\$90,000	—	\$0	\$90,000
Legal and Plan*	\$5,600		\$6,400	\$12,000
Engineering/Arch	\$9,495		\$5,505	\$15,000
Financing			\$6,000	\$6,000
Renovation			\$349,790	\$349,790
Life Safety		\$20,000		\$20,000
Façade		\$55,062		\$55,062
Contingency			\$34,979	\$34,979
TOTALS	\$105,095	\$75,062	\$384,769	\$564,926

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2019, valuation of approximately \$50,521. Based on the 2017 levy this would result in a real property tax of approximately \$1,138. It is anticipated that the assessed value will increase by \$311,000 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$7,006 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2018 assessed value:	\$ 50,521
Estimated value after completion	\$ 361,569
Increment value	\$ 311,048
Annual TIF generated (estimated)	\$ 7,006
TIF bond issue	\$ 105,095

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

The redevelopment project area currently has an estimated valuation of \$50,521. The proposed redevelopment will create additional valuation of \$311,000. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

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

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

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

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

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

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

This development will have a minimal impact on the Grand Island School system as it will likely not result in any increased attendance.

The average number of persons per household in Grand Island for 2012 to 2016 according the American Community Survey is 2.65. One additional household in this unit would be unlike to house more than six 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 one additional school age children generated by this development. It is highly unlikely that there would be more than four school age children housed at this location. According to the National Center for Educational Statistics¹ the 2015-16 enrollment for GIPS was 9,698 students and the cost per student in 2013-14 was \$12,343 of that \$5,546 is generated locally. This project is unlikely to have a significant impact on the school age population within the district or within any specific school in the district..

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

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

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

Time Frame for Development

Development of this project is anticipated to be completed during between March of 2019 and December of 2019. The base tax year should be calculated on the value of the property as of January 1, 2019. Excess valuation should be available for this project for 15 years beginning in 2020 with taxes due in 2021. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$105,095 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 \$540,000 on TIF eligible activities in excess of other grants given.



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name: Wing Properties

Address: 120 East 3rd

Telephone No.: 308-398-2500

Fax No.: _____

Contact: Dean Pegg

Brief Description of Applicant's Business:

Wing Properties is a real estate development company.

Present Ownership Proposed Project Site: Wing Properties.

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

2,659 s.f. main floor 2,659 s.f. second floor, wood framed two story mixed use building, formerly part of Williamsons Interior.

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land	\$ 0
B. Building	\$ 90,000

Construction Costs:

A. Renovation or Building Costs:	\$ 349,790
B. On-Site Improvements:	\$
re-platting, demo, asbestos removal, tree removal, etc.	

Soft Costs:

A. Architectural & Engineering Fees:	\$15,000
B. Financing Fees:	\$ 6,000
Closing costs, filing fees	
C. Legal/Developer/Audit Fees:	\$ 6,000
D. Contingency Reserves:	\$ 34,979
E. Other (Please Specify)	
TIF fees	\$6,000
TOTAL	\$507,769

Total Estimated Market Value at Completion: \$ 323,277

Source of Financing:

A. Developer Equity:	\$ 90,000
B. Commercial Bank Loan:	\$ 313,693
Tax Credits:	
1. N.I.F.A.	\$
2. Historic Tax Credits	\$
D. Industrial Revenue Bonds:	\$
E. Tax Increment Assistance:	\$ 84,076
F. Other	
Life Safety Grant	\$20,000

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

General Contractor: John Anson, Peaceful Root 217 N Locust ste. 5 Grand Island, NE 68801 308-227-2647

Structural Engineer: Mike Spilinek, Olsson Associates 201 E. Second Street Grand Island, NE 68801 308-384-8750

Architect: Toby Gay, Gay and Associates, 1470 31st ave. Columbus Ne 68601

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

(Please Show Calculations)

See attached

Project Construction Schedule:

Construction Start Date: Q1 2019

Construction Completion Date: Q4 2019

If Phased Project:

_____Year 50 % Complete

_____Year 50% Complete

XII. Please Attach Construction Pro Forma

XIII. Please Attach Annual Income & Expense Pro Forma

(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

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

Wing Properties is asking for \$105,095 in TIF. The purpose for the request is to get a loan against the TIF bond for construction. This will allow the project to cash flow and therefore be a success.

Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing
for Proposed Project: Without TIF assistance the project will not cash flow and
therefore will not be a successful business venture. See attached pro forma.

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

NA

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

TIF Calculations

2017 Assessed Value
\$ 50,521

Finished Value
\$ 361,569

Increment
\$ 311,048

Tax Entity	Bond	2017 Levy	2017 Base Taxes	Total
City Levy	City Bond	0.349845	\$177	\$190
		0.025768	\$13	
CRA		0.02243	\$11	\$11
Hall County		0.390571	\$197	\$197
Rural Fire	Fire Bond*		\$0	\$0
			\$0	
GIPS School		1.08	\$546	\$652.97
	2nd Bond	0.06834	\$35	
	4th Bond	0.034813	\$18	
	5th Bond	0.109327	\$55	
ESU 10		0.012375	\$6	\$6
CCC		0.094302	\$48	\$48
CPNRD		0.03239	\$16	\$16
Ag Society		0.002828	\$1	\$1
Airport		0.009564	\$5	\$15
	Airport Bond	0.019938	\$10	
Total Combined		2.252491	\$1,138	\$1,138

Tax Entity	Bond	2017 Levy	2017 Taxes
City Levy	City Bond	0.349845	\$1,088
		0.025768	\$80
CRA		0.02243	\$70
Hall County		0.390571	\$1,215
Rural Fire	Fire Bond*		\$0
			\$0
GIPS School		1.08	\$3,359
	2nd Bond	0.06834	\$213
	4th Bond	0.034813	\$108
	5th Bond	0.109327	\$340
ESU 10		0.012375	\$38
CCC		0.094302	\$293
CPNRD		0.03239	\$101
Ag Society		0.002828	\$9
Airport		0.009564	\$30
	Airport Bond	0.019938	\$62
Total Combined		2.252491	\$7,006

Years 15 Total Incr \$105,094.92

PROFORMA WITH TIF			
USE OF FUNDS		TOTAL	
	PURCHASE OF BUILDING		\$90,000
	CONSTRUCTION		\$349,790
	CONTINGENCY		\$34,979
	TENANT ALLOWANCE		\$0
	A&E		\$15,000
	SOFT COSTS		\$18,000
	TOTAL		\$507,769
SOURCE OF FUNDS			
	BANK		\$313,693
	TIF LOAN		\$84,076
	FEDERAL HISTORIC TAX CREDITS		\$0
	STATE HISTORIC TAX CREDITS		\$0
	LIFE SAFETY GRANT		\$20,000
	OWNER EQUITY		\$90,000
	TOTAL		\$507,769
OPERATING PROFORMA			
	ANNUAL RENTAL INC AVG/RENT		
	3 Bed Apt		\$26,400
	Commercial		\$26,400
			\$0
			\$0
			\$0
			\$0
		GROSS INCOME	\$52,800
		VACANCY	\$3,168
DSCR	1.20	EXPENSES	\$20,537
			\$23,705
		NET OPERATING INCOME	\$29,095
		DEBT SERVICE	\$24,326
		CASH FLOW	\$4,769

PROFORMA WITHOUT TIF			
USE OF FUNDS		TOTAL	
	PURCHASE OF BUILDING		\$90,000
	CONSTRUCTION		\$349,790
	CONTINGENCY		\$34,979
	TENANT ALLOWANCE		\$0
	A&E		\$15,000
	SOFT COSTS		\$18,000
	TOTAL		\$507,769
SOURCE OF FUNDS			
	BANK		\$397,769
	TIF LOAN		\$0
	FEDERAL HISTORIC TAX CREDITS		\$0
	STATE HISTORIC TAX CREDITS		\$0
	LIFE SAFETY GRANT		\$20,000
	OWNER EQUITY		\$90,000
	TOTAL		\$507,769
OPERATING PROFORMA			
	ANNUAL RENTAL INC AVG/RENT		
	3 Bed Apt		\$26,400
	Commercial		\$26,400
			\$0
			\$0
			\$0
			\$0
		GROSS INCOME	\$52,800
		VACANCY	\$3,168
DSCR	0.94	EXPENSES	\$20,537
			\$23,705
		NET OPERATING INCOME	\$29,095
		DEBT SERVICE	\$30,846
		CASH FLOW	(\$1,751)

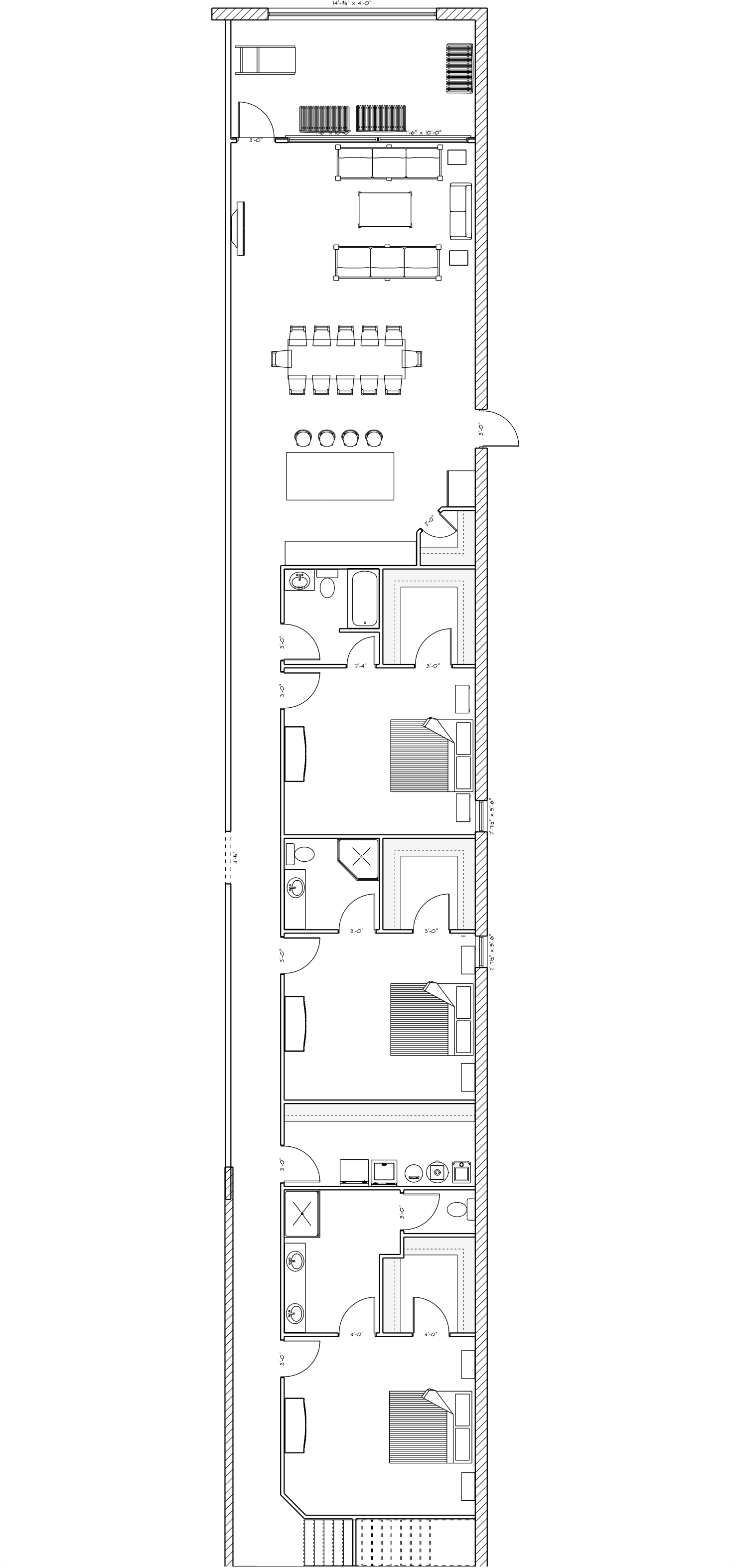
EXPENSES

Property Taxes	\$7,006
BID Taxes	\$133
Parking Taxes	\$202
Insurance	\$2,900
Utilities	\$3,960
Management	\$3,168
Maintnance	\$3,168
 Total	 \$20,537

CONSTRUCTION COSTS

Permit	\$2,817
Demo	\$16,000
Windows	\$8,800
Elevator Pit	\$0
Carpentry	\$17,230
Materials	\$77,777
Roof	\$7,500
Plumbing	\$21,600
HVAC	\$14,400
Electric	\$24,000
Insulation	\$5,401
DW Hang	\$9,309
DW finish	\$10,943
Paint	\$10,338
Trim Labor	\$8,615
Cabinets	\$2,000
Countertops	\$6,000
Flooring allowance	\$29,176
Lighting allowance	\$1,200
Electronics	\$0
Fire sprinklers	\$21,059
Fire service	\$0
Concrete	\$0
Deck	\$0
Millwork/Tin ceiling	\$0
Elevator	\$0
Stairs (outdoor)	\$0
Entry system	\$0
Camera's	\$0
Fire Alarm	\$0
Existing stairway rehab	\$2,000
Misc	\$5,000
Appliances	\$3,000

Sub Total	\$304,165
Overhead & Profit	\$45,625
Total	\$349,790



HALL COUNTY ASSESSOR'S OFFICE



Real Property Record Card



Data Provided By: KRISTI WOLD County Assessor. Printed on 12/12/2018 at 11:10:54A

Parcel Information			Ownership Information	
Parcel Number	400004240		Current Owner	WING PROPERTIES INC
Map Number	3315-00-0-10001-054-0039			
Situs	112-00114 E 3RD		Address	120 E 3RD
Legal	ORIGINAL TOWN W 1/3 LT 7 BLK 54		City ST. Zip	GRAND ISLAND NE 68801-
			Cadastral #	0001-0049-0035A

Current Valuation		Assessment Data		Property Classification	
Land Value	7,780	District/TIF Fund	12	Status	01 Improved
Impr. Value		School Base	40-0002 GRAND ISLA	Use	03 Commercial
Outbuildings	42,741	Affiliated Code		Zoning	03 Commercial
Total Value	50,521	Neighborhood	105	Location	01 Urban
Exemptions		Greenbelt Area		City Size	03 12,001-100,000
Taxable Value	50,521	Greenbelt Loss		Lot Size	01 <10,000 sq. ft.

Sales History				Multiple Owner Information	
Date	Book/Page	Grantor	Price	Ownrshp. %	Owner's Name
11/07/2014	2014-7099	R DENNIS & PATRICIA~A NOR	275,000		

Boe Appeal History				Building Permits		
Appeal #	Year	Appealed By	Status	Permit #	Date	Description
007	2015	WING PROPERTIES INC	BOARD VALUE		01/01/2019	ADD REMODELED RE
					01/01/2018	FACADE REMODEL/R
					01/01/2017	DOWNTOWN REVIEW
					01/01/2016	COMMERCIAL REVIE
					01/01/2015	10% MARKET UPDAT

Assessment Milestones								
Year	Description	Class	Ex Code	Land	Impr.	Outbldg.	Total	Taxable
2018	CTL	2000		7,780		42,741	50,521	50,521
2018	2018 ABSTR	2000		7,780		42,741	50,521	50,521
2007	TAX ROLL	2000		7,780		96,403	104,183	104,183
2004	2004 CTL	2000		7,779		79,548	87,327	87,327
2003	2003 CTL	2000		7,779		79,548	87,327	87,327

Historical Valuation Information								
Year	Billed Owner	Land	Impr.	Outbldg.	Total	Exempt	Taxable	Taxes
2018	WING PROPERTIES INC	7,780		42,741	50,521		50,521	1,092.72
2017	WING PROPERTIES INC	7,780		42,741	50,521		50,521	1,100.98
2016	WING PROPERTIES INC	7,780	42,741		50,521		50,521	1,060.06
2015	WING PROPERTIES INC	7,780		41,241	49,021		49,021	1,045.64
2014	WING PROPERTIES INC	7,780		96,403	104,183		104,183	2,306.84
2013	R DENNIS & PATRICIA A	7,780		96,403	104,183		104,183	2,244.58
2012	R DENNIS & PATRICIA A	7,780		96,403	104,183		104,183	2,265.40
2011	R DENNIS & PATRICIA A	7,780		96,403	104,183		104,183	2,225.96
2010	R DENNIS & PATRICIA A	7,780		96,403	104,183		104,183	2,149.70
2009	R DENNIS & PATRICIA A	7,780		96,403	104,183		104,183	2,128.68



HALL COUNTY ASSESSOR'S OFFICE



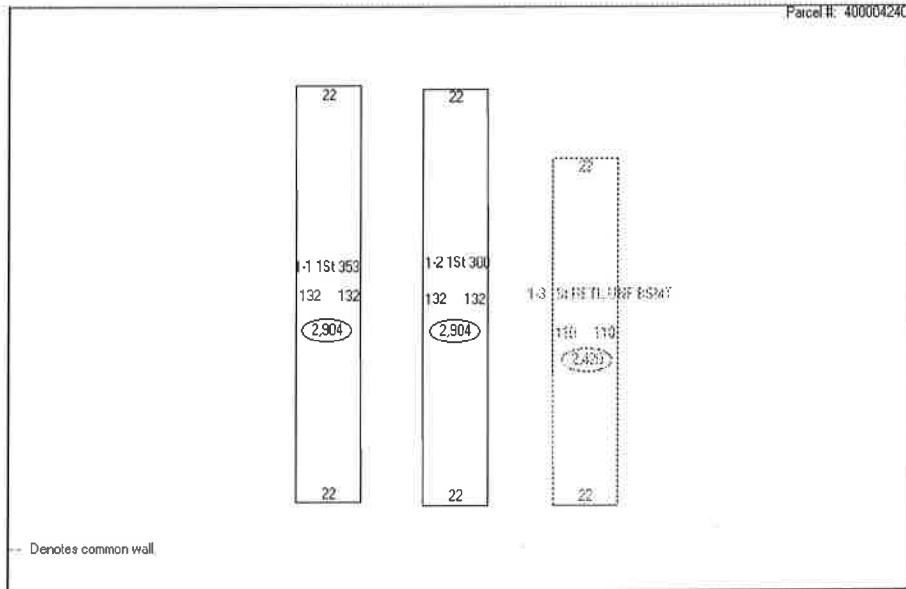
Commercial Property Record Card



Data Provided By: KRISTI WOLD County Assessor. Printed on 12/12/2018 at 11:11:00A

Parcel Information		Ownership Information	
Parcel Number	400004240	Current Owner	WING PROPERTIES INC
Map Number	3315-00-0-10001-054-0039	Address	120 E 3RD
Situs	112-00114 E 3RD	City St. Zip	GRAND ISLAND NE 68801-
Legal	ORIGINAL TOWN W 1/3 LT 7 BLK 54	Cadastral #	0001-0049-0035A

Property Data			
Neighborhood	105	Topography	Number of Units
Lot Width	22	Street	Unit Value
Lot Depth	132	Utilities	Adjustment
Units Buildable	2904	Amenities 1	Lot Value
Value Method	SF	Amenities 2	

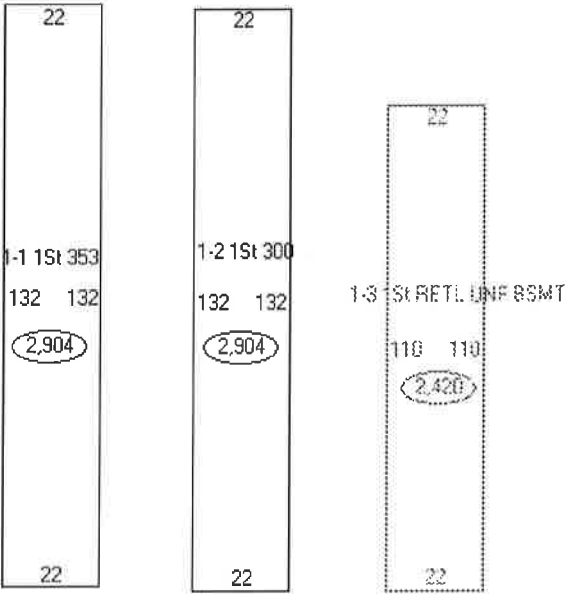


Building Data													
Bldg.	Sec.	Code	Description	Year	Cls.	Qual.	Cond.	Area	Perm.	Stor.	Hght.	Sec. RCN	Phys. Func.
1	1	353	RETAIL STORE	1886	C	200	40	2,904	308	1	14	259,037	35%
1	2	300	APARTMENT	1886	C	200	40	2,904	308	1	8	206,242	35%
1	3	612	RETAIL UNFIN BSMT	1886	C	200	20	2,420	264	1	14	95,977	80%

Cost Approach From Marshall & Swift				Potential Gross Income			
Total Building Area	8,228			Contract	Market		
Total Building RCN	561,256	Vacancy & Collection Loss			10.00%	1,975	
Total Refinements		Effective Income				17,772	
Total Replacement Cost New	561,256	Total Expenses			30.00%	5,332	
Total Phys. & Func. Depreciation	(239,630)	Net Operating Income				12,440	
RCN Less Phys. & Func.	321,626	Capitalization Rate				12.00%	
Economic Depreciation	-10%	Income Approach				103,667	
Accrued Economic depreciation	32,163	Final Value Reconciliation				361,569	
Total RCN Less Depreciation	353,789						
Additional Lump Sums							
Land Value	7,780						
Total Cost Value	361,569						
Value Per Res Unit							
Value Per Sq. Ft.	43.94						

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

Parcel #: 400004240



-- Denotes common wall.



December 27, 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) that includes an apartment in downtown Grand Island.

The application seeks \$105,095 in TIF assistance for the development of property located at 112 E. Third Street. This will include approximately 2,650 of commercial space on the first floor and 1 apartment on the second floor. This is part of the old Williamson Interiors building.

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

- CRA receives initial application, 4 p.m., January 9, 2019.
- Regional Planning Commission holds public hearing 6 p.m., February 6.
- CRA reviews Planning Commission recommendation, 4 p.m. February 13.
- Grand Island City Council holds public hearing and takes action, 7 p.m., February 27.
- CRA considers redevelopment contract, 4 p.m. March 20.

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. 293

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 9th day of January, 2019

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

By Glen A. Murray
Chairperson

ATTEST:


Secretary

Wing Properties 112 E 3rd Street

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

RESOLUTION NO. 294

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

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area 1, from Wing Properties., (The "Developer") for redevelopment of property located at 112 E. 3rd Street, 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 1;

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 9th day of January, 2019.

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

By Glen A. Murray
Chairperson

ATTEST:


Secretary

Wing Properties 112 E 3rd Street

Resolution Number 2019-05

HALL COUNTY REGIONAL PLANNING COMMISSION

A RESOLUTION RECOMMENDING APPROVAL OF AN AMENDMENT TO A REDEVELOPMENT PLAN IN THE CITY OF GRAND ISLAND, NEBRASKA; AND APPROVAL OF RELATED ACTIONS

WHEREAS, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the “Authority”), referred **the amendment of the Redevelopment Plan for CRA Area 1 requested by Wing Properties Inc.** 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 February 6, 2019, 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 January 18th and Friday January 25th, 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: February 6, 2019

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By:
Chair



By:


Secretary



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item E-2

**Public Hearing on Amendment to the Redevelopment Plan for
CRA No. 1 located at 110 West 2nd Street (Rawr Holdings, LLC)**

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: February 26, 2019

Subject: Site Specific Redevelopment Plan for CRA Area #1

Presenter(s): Chad Nabity, AICP CRA Director

Background

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

Rawr Holdings, LLC has submitted an application for tax increment financing to aid in the redevelopment of property on the 110 W. 2nd Street the old GI Music Building. The proposal would redevelop commercial space on the main floor and a two apartments on the second floor of the building. Staff has prepared a redevelopment plan for this property consistent with the TIF application.

The CRA reviewed the proposed development plan on January 9, 2019 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on February 6, 2019. 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 February 6, 2019. The Planning Commission approved Resolution 2019-06 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 298 forwarding the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration.

Discussion

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #1 and authorizes the CRA to execute a contract for TIF based on the plan amendment and to find that this project would not be financially feasible at this location without the use of TIF. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for redevelopment for improvements to and rehabilitation of 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 of 15 years. The proposed bond for this project will be issued for the amount of \$75,031.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution as submitted.

Redevelopment Plan Amendment Grand Island CRA Area 1 January 2018

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

Executive Summary:

Project Description

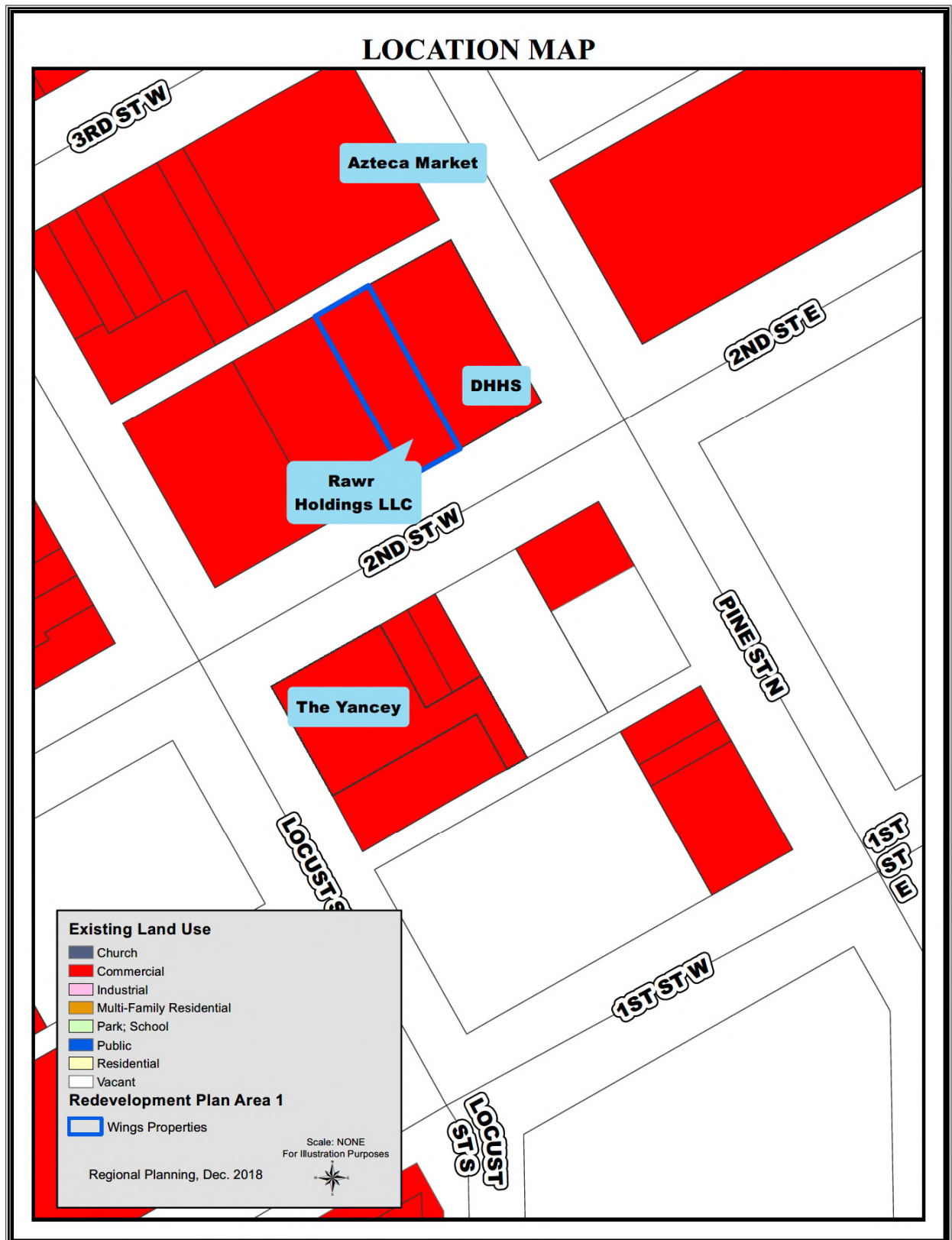
THE REDEVELOPMENT OF A PORTION OF THE GI MUSIC BUILDING LOCATED AT 110 W. 2ND STREET FOR COMMERCIAL AND RESIDENTIAL USES, INCLUDING ACQUISITION, FIRE/LIFE SAFETY IMPROVEMENTS AND BUILDING REHABILITATION AND REMODELING.

The use of Tax Increment Financing to aid in rehabilitation expenses associated with redevelopment of the first floor the center portion of the G.I. Music building located at 110 W. 2nd street for 5,808 square foot of commercial space on the main floor and two apartments on the second floor. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project profitable. The project will result in renovating the second floor into two upper story residential units consistent with the plans approved by the Downtown Business Improvement District and the Grand Island City Council. The first floor will be renovated for street level commercial space. This project would not be feasible without the use of TIF.

Rawr Holdings LLC purchased this building in 2018. The building was purchased for \$120,000 at the time of purchase. The purchase price is included as an eligible TIF activity. This building is currently vacant. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the remodeling and rehabilitation of this building. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2020 towards the allowable costs and associated financing for rehabilitation.

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

Legal Descriptions: The east two thirds of Lot Seven (7) in Block Sixty Six (66) in the Original Town, now City of Grand Island, Hall County, Nebraska. (Hall County Assessor Parcel Number 400005719)



Existing Land Use and Subject Property

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

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

Statutory Pledge of Taxes.

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

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

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

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

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to rehabilitate the building for permitted uses on this property as defined by the current and effective zoning regulations. The Hall County Regional Planning Commission held a public hearing at their meeting on February 6, 2019 and passed Resolution 2019-06 confirming that this project is consistent with the Comprehensive Plan for the City of Grand Island. The Grand Island Public School District has submitted a formal request to the Grand Island CRA to notify the District any time a TIF project involving a housing subdivision and/or apartment complex is proposed within the District. The school district was notified of this plan amendment at the time it was submitted to the CRA for initial consideration.

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

a. Land Acquisition:

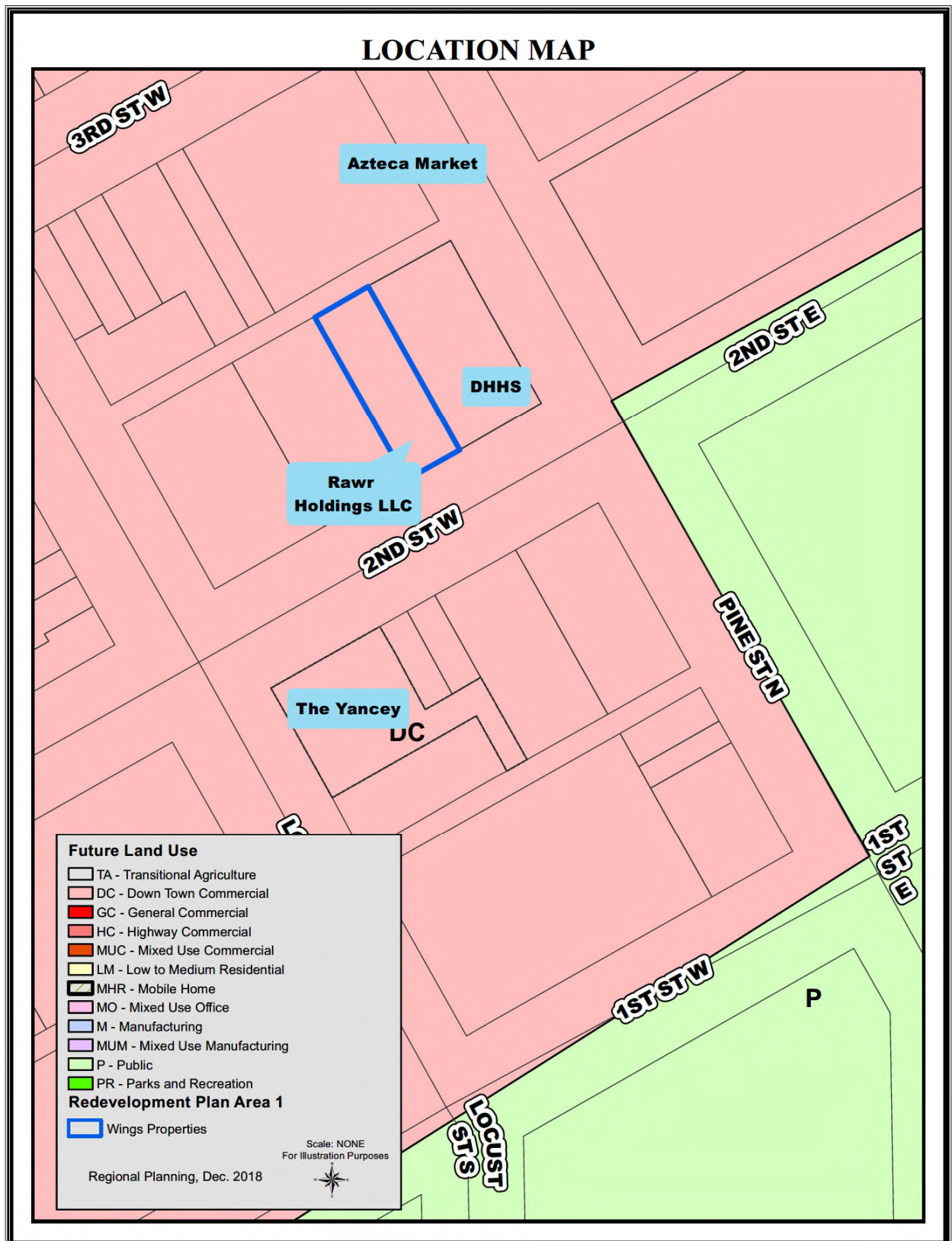
The Redevelopment Plan for Area 1 provides for real property acquisition and this plan amendment does not prohibit such acquisition. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

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

c. Future Land Use Plan

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



City of Grand Island Future Land Use Map

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

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

e. Site Coverage and Intensity of Use

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

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. .

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

No other utilities would be impacted by the development.

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

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

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

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

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 purchased this property for \$120,000 in 2019. The estimated costs of rehabilitation of this property is \$437,604 planning related expenses for Architectural and Engineering services of \$15,000 and are included as a TIF eligible expense. Legal, Developer and Audit Fees of \$12,000 including a reimbursement to the City and the CRA

of \$5,600 are included as TIF eligible expense. The total of eligible expenses for this project exceeds \$584,000.

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 \$75,031 from the proceeds of the TIF. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. It is anticipated that 90% of the total TIF amount (\$67,529) will be available to the developer at the beginning of this project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2021 through December 2034.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

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

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions. This will accomplish the goal of both the Downtown Business Improvement District and the Grand Island City Council of increasing the number of residential units available in the Downtown area and refurbish street level commercial space that has been vacant/underutilized for several years.

8. Time Frame for Development

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

9. Justification of Project

This is an historic building in downtown Grand Island that will be preserved with this project. The addition of a new residential unit is consistent with goals to build 50 new residential units in downtown Grand Island by 2019 and with the goals of the 2014 Grand Island housing study and Grow Grand Island. The primary use of the street level space for commercial development is consistent with the long term development plans for Downtown.

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

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

Project Sources and Uses. Approximately \$75,031 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. The CRA has also approved a \$35,000 life safety grant for this property based on the plan to create two upper story residential units. The total CRA investment in this property including TIF and grants is \$110,031. This investment by the Authority will leverage \$559,344 in private sector financing; a private investment of \$5.08 for every TIF dollar invested.

Use of Funds	Source of Funds.			
Description	TIF Funds	Other Grants	Private Funds	Total
Site Acquisition	\$75,031	—	\$44,969	\$120,000
Legal and Plan*			\$12,000	\$12,000
Engineering/Arch			\$15,000	\$15,000
Financing			\$6,000	\$6,000
Renovation			\$437,604	\$437,604
Life Safety		\$35,000		\$35,000
Façade				\$0
Contingency			\$43,761	\$43,761
TOTALS	\$75,031	\$35,000	\$599,344	\$669,365

Tax Revenue. The property to be redeveloped is anticipated to have a January 1, 2019, valuation of approximately \$91,284. Based on the 2017 levy this would result in a real property tax of approximately \$2,056. It is anticipated that the assessed value will increase by \$222,071 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$5,002 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2018 assessed value:	\$ 91,284
Estimated value after completion	\$ 313,355
Increment value	\$ 222,071
Annual TIF generated (estimated)	\$ 5,002
TIF bond issue	\$ 75,031

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

The redevelopment project area currently has an estimated valuation of \$91,284. The proposed redevelopment will create additional valuation of \$222,000. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off.

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

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

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

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

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

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

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

This development will have a minimal impact on the Grand Island School system as it will likely not result in any increased attendance.

The average number of persons per household in Grand Island for 2012 to 2016 according to the American Community Survey is 2.65. Two additional households in these units would be unlikely to house more than six 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 one additional school age children generated by this development. It is highly unlikely that there would be more than three school age children housed at this location. According to the National Center for Educational Statistics¹ the 2015-16 enrollment for GIPS was 9,698 students and the cost per student in 2013-14 was \$12,343 of that \$5,546 is generated locally. This project is unlikely to have a significant impact on the school age population within the district or within any specific school in the district..

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

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

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

Time Frame for Development

Development of this project is anticipated to be completed during between March of 2019 and December of 2019. The base tax year should be calculated on the value of the property as of January 1, 2019. Excess valuation should be available for this project for 15 years beginning in 2020 with taxes due in 2021. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$75,031 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 \$555,000 on TIF eligible activities in excess of other grants given.



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name: Rawr Holdings LLC

Address: 110 West 2nd

Telephone No.: 308-379-0354

Fax No.: _____

Contact: Travis Spiehs

Brief Description of Applicant's Business:

Rawr Holdings is a real estate development company.

Present Ownership Proposed Project Site: Rawr Holdings LLC.

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

5,808 s.f. main floor 2,156 s.f. second floor, wood framed/ brick two story mixed use building, formerly the G.I. Music building.

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land	\$ 0
B. Building	\$ 120,000

Construction Costs:

A. Renovation or Building Costs:	\$437,604
B. On-Site Improvements:	\$
re-platting, demo, asbestos removal, tree removal, etc.	

Soft Costs:

A. Architectural & Engineering Fees:	\$15,000
B. Financing Fees:	\$ 6,000
Closing costs, filing fees	
C. Legal/Developer/Audit Fees:	\$ 6,000
D. Contingency Reserves:	\$ 43,761
E. Other (Please Specify)	
TIF fees	\$6,000
TOTAL	\$634,365

Total Estimated Market Value at Completion: \$ 372,186

Source of Financing:

A. Developer Equity:	\$ 165,000
B. Commercial Bank Loan:	\$ 344,956
Tax Credits:	
1. N.I.F.A.	\$ 0
2. Historic Tax Credits	\$ 0
D. Industrial Revenue Bonds:	\$ 0
E. Tax Increment Assistance:	\$ 67,529
F. Other	
Life Safety Grant	\$35,000

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

General Contractor: John Anson, Peaceful Root 217 N Locust ste. 5 Grand Island, NE 68801 308-227-2647

Structural Engineer: Mike Spilinek, Olsson Associates 201 E. Second Street Grand Island, NE 68801 308-384-8750

Architect: Toby Gay, Gay and Associates, 1470 31st ave. Columbus Ne 68601

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

(Please Show Calculations)

See attached

Project Construction Schedule:

Construction Start Date: Q1 2019

Construction Completion Date: Q4 2019

If Phased Project:

_____Year 50 % Complete

_____Year 50% Complete

XII. Please Attach Construction Pro Forma

XIII. Please Attach Annual Income & Expense Pro Forma

(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

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

Rawr Holdings LLC is asking for \$75,031 in TIF. The purpose for the request is to get a loan against the TIF bond for construction. This will allow the project to cash flow and therefore be a success.

Statement Identifying Financial Gap and Necessity for use of Tax Increment Financing for Proposed Project: Without TIF assistance the project will not cash flow and therefore will not be a successful business venture. See attached pro forma.

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

NA

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

2017 Assessed Value
\$ 91,284

Finished Value
\$ 313,355

Increment
\$ 222,071

Tax Entity	Bond	2017 Levy	2017 Base Taxes	Total
City Levy		0.349845	\$319	
	City Bond	0.025768	\$24	\$343
CRA		0.02243	\$20	\$20
Hall County		0.390571	\$357	\$357
Rural Fire			\$0	
	Fire Bond*		\$0	\$0
GIPS School		1.08	\$986	
	2nd Bond	0.06834	\$62	
	4th Bond	0.034813	\$32	
	5th Bond	0.109327	\$100	\$1,179.83
ESU 10		0.012375	\$11	\$11
CCC		0.094302	\$86	\$86
CPNRD		0.03239	\$30	\$30
Ag Society		0.002828	\$3	\$3
Airport		0.009564	\$9	
	Airport Bond	0.019938	\$18	\$27
Total Combined		2.252491	\$2,056	\$2,056

Tax Entity	Bond	2017 Levy	2017 Taxes
City Levy		0.349845	\$777
	City Bond	0.025768	\$57
CRA		0.02243	\$50
Hall County		0.390571	\$867
Rural Fire			\$0
	Fire Bond*		\$0
GIPS School		1.08	\$2,398
	2nd Bond	0.06834	\$152
	4th Bond	0.034813	\$77
	5th Bond	0.109327	\$243
ESU 10		0.012375	\$27
CCC		0.094302	\$209
CPNRD		0.03239	\$72
Ag Society		0.002828	\$6
Airport		0.009564	\$21
	Airport Bond	0.019938	\$44
Total Combined		2.252491	\$5,002

Years

15 Total Incr \$75,031.94

CONSTRUCTION COSTS

Permit	\$3,325
Demo	\$0
Windows	\$4,000
Elevator Pit	\$0
Carpentry	\$17,670
Materials	\$75,838
Roof	\$38,000
Plumbing	\$28,600
HVAC	\$26,400
Electric	\$27,000
Insulation	\$10,472
DW Hang	\$7,886
DW finish	\$9,961
Paint	\$12,689
Trim Labor	\$9,790
Cabinets	\$7,253
Countertops	\$2,000
Flooring allowance	\$23,550
Lighting allowance	\$1,200
Electronics	\$0
Fire sprinklers	\$21,141
Fire service	\$15,000
Concrete	\$20,000
Deck	\$0
Millwork/Tin ceiling	\$0
Elevator	\$0
Stairs (outdoor)	\$0
Entry system	\$5,000
Camera's	\$2,000
Fire Alarm	\$0
Existing stairway rehab	\$0
Misc	\$8,000
Appliances	\$3,750

Sub Total	\$380,525
Overhead & Profit	\$57,079
Total	\$437,603

USE OF FUNDS

SOURCE OF FUNDS

OPERATING PROFORMA

		VACANCY	\$2,700
DSCR	1.14	EXPENSES	\$11,749
			<u>\$14,449</u>

USE OF FUNDS

SOURCE OF FUNDS

OPERATING PROFORMA

		VACANCY	\$2,700
DSCR	0.96	EXPENSES	<u>\$11,749</u>
			\$14,449

EXPENSES

Property Taxes	\$5,002
BID Taxes	\$243
Parking Taxes	\$304
Insurance	\$2,900
Utilities	\$600
Management	\$1,350
Maintnance	\$1,350
 Total	 \$11,749



MEMBER FDIC

P.O. Box 1507 • Grand Island, NE 68802 • (308) 384-5350

March 16, 2018

To Whom It May Concern,

This letter is to confirm Five Points Bank extended credit to Rawr Holdings LLC in connection with the renovation of 110 W. 2nd Street, Grand Island NE. To date, Five Points Bank has extended the following:

- \$96,000.00 for the purchase of the building

We believe in the project and continue to work closely with Travis Spiehs and Rawr Holdings LLC. If you have any questions or concerns, please feel free to contact me directly at 308-389-8701.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward M. O'Boyle".

Edward M. O'Boyle
Executive Vice President

EMO/df

A handwritten signature in black ink, appearing to read "Spiehs".

HALL COUNTY ASSESSOR'S OFFICE



Real Property Record Card

11/2/2018 11:31:25

Data Provided By: KRISTI WOLD County Assessor. Printed on 12/18/2018 at 11:31:25A

Parcel Information			Ownership Information	
Parcel Number	400005719		Current Owner	RAWR HOLDINGS LLC
Map Number	3315-00-0-10001-066-0011			
Situs	108-00110 W 2ND		Address	110 W 2ND
Legal	ORIGINAL TOWN E 2/3 LT 7 BLK 66		City ST. Zip	GRAND ISLAND NE 68801-
			Cadastral #	0001-0050-0072

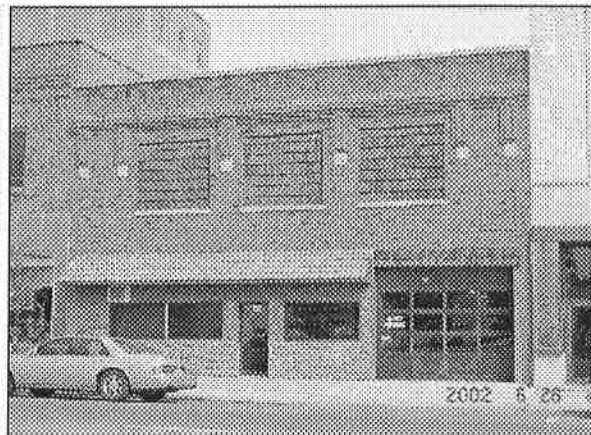
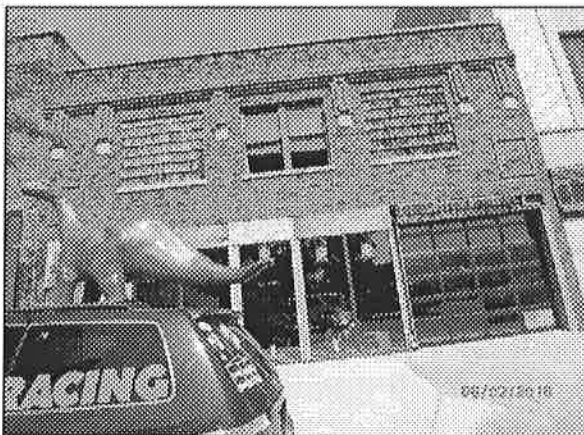
Current Valuation		Assessment Data		Property Classification	
Land Value	15,561	District/TIF Fund	12	Status	01 Improved
Impr. Value	75,723	School Base	40-0002 GRAND ISLA	Use	03 Commercial
Outbuildings		Affiliated Code		Zoning	03 Commercial
Total Value	91,284	Neighborhood	105	Location	01 Urban
Exemptions		Greenbelt Area		City Size	03 12,001-100,000
Taxable Value	91,284	Greenbelt Loss		Lot Size	01 <10,000 sq. ft.

Sales History			Multiple Owner Information	
Date	Book/Page	Grantor	Ownrshp. %	Owner's Name
02/01/2018	2018-0685	PEACEFUL ROOT LLC	120,000	
08/31/2017	2017-5897	JAMES E & MARY ANN KEESHA	120,000	

Boe Appeal History			Building Permits			
Appeal #	Year	Appealed By	Status	Permit #	Date	Amount
					01/01/2019 RESHINGLE	
					01/01/2018 BUILDING IS GUTT	
					01/01/2017 DOWNTOWN REVIEW	
					01/01/2016 COMMERCIAL REVIE	
					01/01/2006 COMMERCIAL UPDAT	

Assessment Milestones								
Year	Description	Class	Ex Code	Land	Impr.	Outbldg.	Total	Taxable
2018 CTL		2000		15,561	75,723		91,284	91,284
2018 2018 ABSTR		2000		15,561	75,723		91,284	91,284
2007 TAX ROLL		2000		15,561		77,331	92,892	92,892
2004 2004 CTL		2000		15,558		66,197	81,755	81,755
2003 2003 CTL		2000		15,558		66,197	81,755	81,755

Historical Valuation Information								
Year	Billed Owner	Land	Impr.	Outbldg.	Total	Exempt	Taxable	Taxes
2018	RAWR HOLDINGS LLC	15,561	75,723		91,284		91,284	1,974.38
2017	PEACEFUL ROOT LLC	15,561	77,074		92,635		92,635	2,018.78
2016	JAMES E & MARY ANN KEE	15,561	77,074		92,635		92,635	1,943.72
2015	JAMES E & MARY ANN KEE	15,561		77,331	92,892		92,892	1,981.42
2014	JAMES E & MARY ANN KEE	15,561		77,331	92,892		92,892	2,056.84
2013	JAMES E & MARY ANN KEE	15,561		77,331	92,892		92,892	2,001.32
2012	JAMES E & MARY ANN KEE	15,561		77,331	92,892		92,892	2,019.90
2011	JAMES E & MARY ANN KEE	15,561		77,331	92,892		92,892	1,984.72
2010	JAMES E & MARY ANN KEE	15,561		77,331	92,892		92,892	1,916.74
2009	JAMES E & MARY ANN KEE	15,561		77,331	92,892		92,892	1,897.98



HALL COUNTY ASSESSOR'S OFFICE



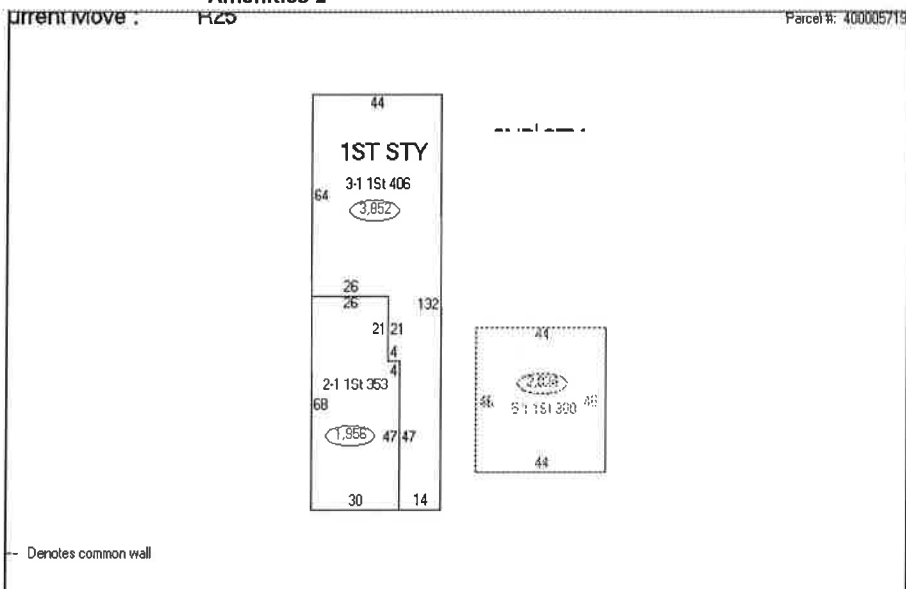
Commercial Property Record Card



Data Provided By: KRISTI WOLD County Assessor. Printed on 12/18/2018 at 11:31:30A

Parcel Information			Ownership Information	
Parcel Number	400005719		Current Owner	RAWR HOLDINGS LLC
Map Number	3315-00-0-10001-066-0011			
Situs	108-00110 W 2ND		Address	110 W 2ND
Legal	ORIGINAL TOWN E 2/3 LT 7 BLK 66		City St. Zip	GRAND ISLAND NE 68801-
			Cadastral #	0001-0050-0072

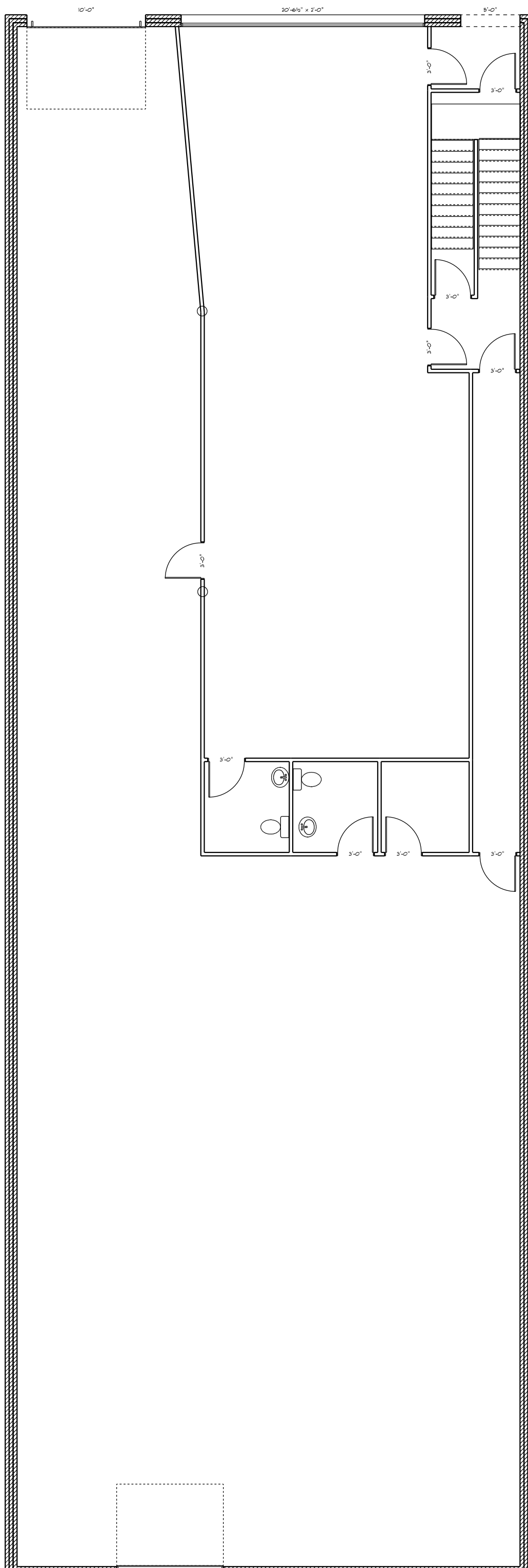
Property Data				
Neighborhood	105	Topography	Number of Units	5808
Lot Width	44	Street	Unit Value	2.68
Lot Depth	132	Utilities	Adjustment	
Units Buildable	5808	Amenities 1	Lot Value	15,561
Value Method	SF	Amenities 2		



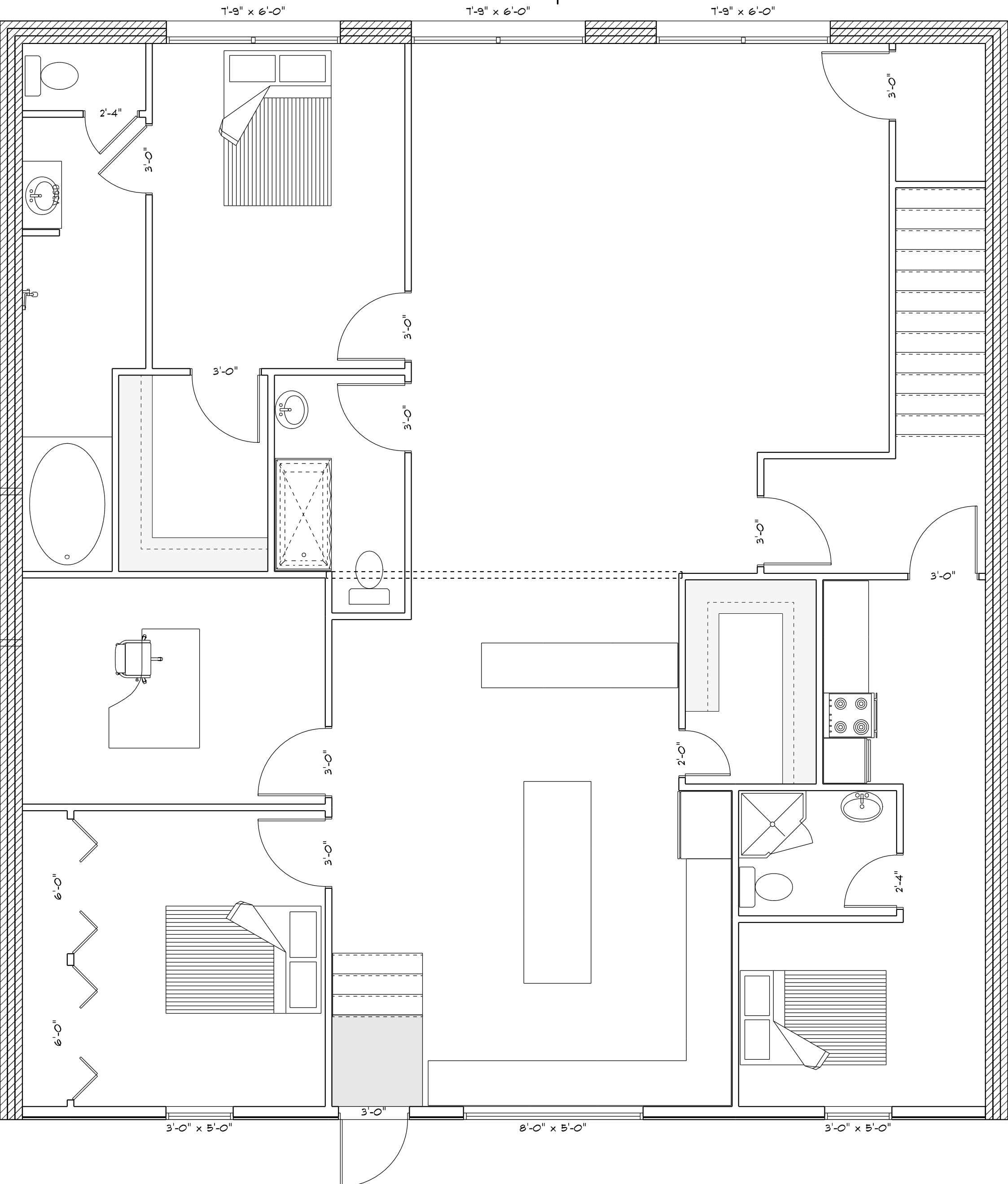
Building Data														
Bldg.	Sec.	Code	Description	Year	Cls.	Qual.	Cond.	Area	Perm.	Stor.	Hght.	Sec. RCN	Phys. Func.	RCNLD
2	1	353	RETAIL STORE	1920	C	200	40	1,956	196	1	14	179,502	35%	116,679
3	1	406	WAREHOUSE, STORAGE	1920	C	200	30	3,852	352	1	14	158,317	50%	79,159
5	1	300	APARTMENT	2019	C	200	40	2,024	180	1	12	156,860	35%	101,959
Cost Approach From Marshall & Swift						Potential Gross Income								
Total Building Area				7,832						Contract			Market	
Total Building RCN				494,679						Vacancy & Collection Loss			10.00% 1,750	
Total Refinements				Effective Income						15,753				
Total Replacement Cost New				494,679						Total Expenses			25.00% 3,938	
Total Phys. & Func. Depreciation				(196,885)						Net Operating Income			11,815	
RCN Less Phys. & Func.				297,794						Capitalization Rate			13.00%	
Economic Depreciation				Income Approach						90,885				
Accrued Economic depreciation				Final Value Reconciliation						313,355				
Total RCN Less Depreciation				297,794										
Additional Lump Sums														
Land Value				15,561										
Total Cost Value				313,355										
Value Per Res Unit														
Value Per Sq. Ft.				40.01										

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

110 W 2nd
Main Floor



110 W 2nd
2nd floor apartments





December 27, 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) that includes an apartment in downtown Grand Island.

The application seeks \$75,031 in TIF assistance for the development of property located at 110 W. Second Street. This will include approximately 5,808 square feet of commercial space on the first floor and 2 apartments in 2,156 square foot of the second floor. This is in the Old GI Music Building next to Old City Hall.

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

- CRA receives initial application, 4 p.m., January 9, 2019.
- Regional Planning Commission holds public hearing 6 p.m., February 6.
- CRA reviews Planning Commission recommendation, 4 p.m. February 13.
- Grand Island City Council holds public hearing and takes action, 7 p.m., February 27.
- CRA considers redevelopment contract, 4 p.m. March 20.

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. 295

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 9th day of January, 2019

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

By Glen A. Murray
Chairperson

ATTEST:

Chris
Secretary

Rawr Holdings LLC 110 W 2nd

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

RESOLUTION NO. 296

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

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area 1, from Rawr Holdings LLC., (The "Developer") for redevelopment of property located at 112 W. 2nd Street, 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 1;

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 9th day of January, 2019.

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

By Glen A. Munnay
Chairperson

ATTEST:


Secretary

Rawr Holdings LLC 110 W 2nd

Resolution Number 2019-06

HALL COUNTY REGIONAL PLANNING COMMISSION

A RESOLUTION RECOMMENDING APPROVAL OF AN AMENDMENT TO A REDEVELOPMENT PLAN IN THE CITY OF GRAND ISLAND, NEBRASKA; AND APPROVAL OF RELATED ACTIONS

WHEREAS, the Chairman and Board of the Community Redevelopment Authority of the City of Grand Island, Nebraska (the “**Authority**”), referred the **amendment of the Redevelopment Plan for CRA Area 1 requested by Rawr Holdings 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 February 6, 2019, 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 January 18th and Friday January 25th, 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: February 6, 2019

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By: 
Chair

By: 
Secretary



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item E-3

Public Hearing on Acquisition of Utility Easement at the End of Colbalt Drive - PVIPE, LLC

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: February 26, 2019

Subject: Acquisition of Utility Easement – at the End of Colbalt Drive – PVIPE, 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 PVIPE, LLC, located through a part of Lot Six (6), Industrial Foundation Subdivision, in the City of Grand Island, Hall County, Nebraska (at the end of Colbalt Drive), in order to have access to install, upgrade, maintain, and repair water appurtenances, including fire hydrants.

Discussion

Olsson Engineering has requested an additional utility easement located in the southeast corner of Lot Six (6), Industrial Foundation Subdivision located at the south end of Colbalt Drive to accommodate the installation of a new fire hydrant. The proposed easement will allow the Utilities Department to install, access, operate and maintain the fire hydrant at this location. The new fire hydrant is part of the new water main infrastructure associated with Water Main Project 2018-W-17.

Alternatives

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

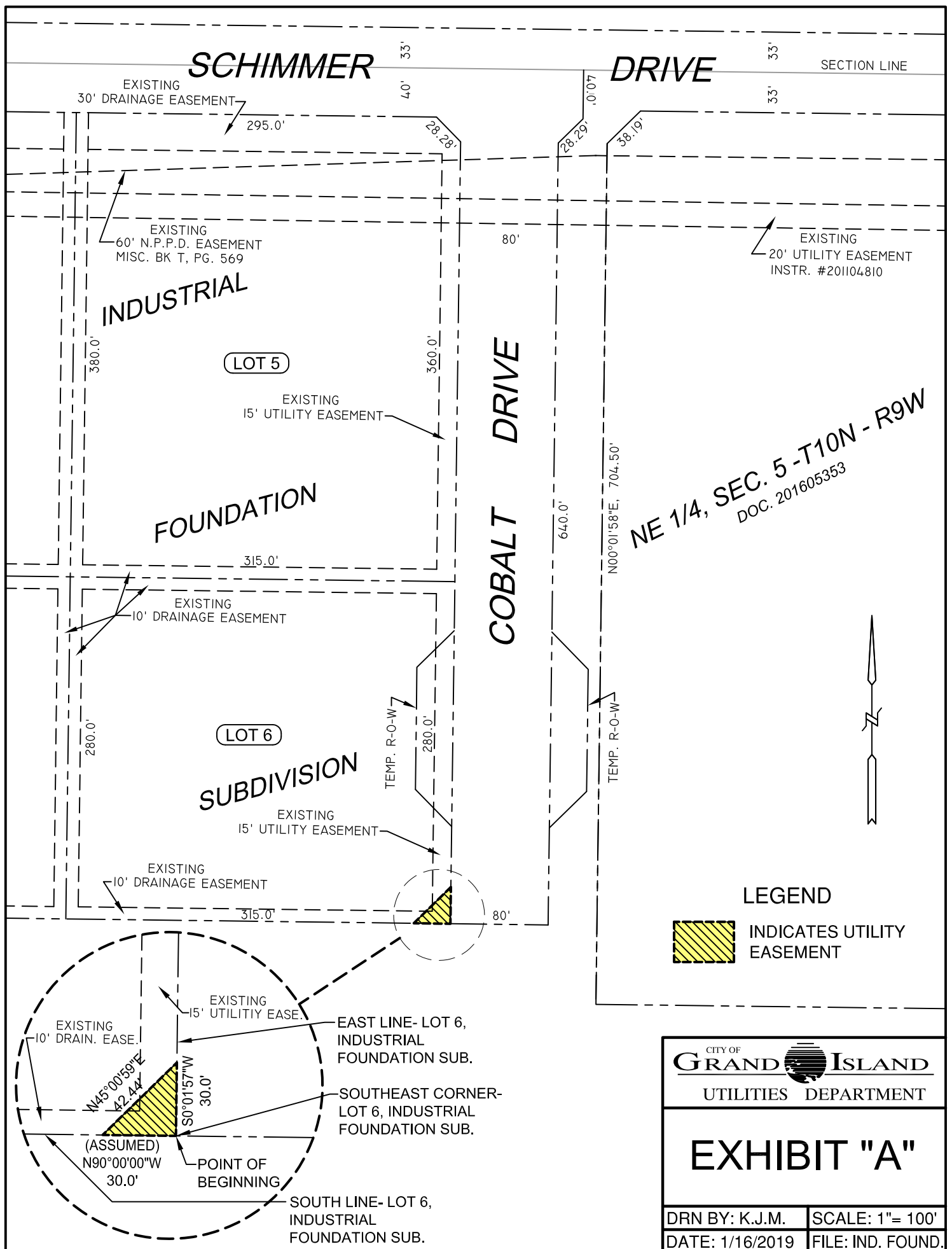
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

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 26, 2019

Council Session

Item E-4

Public Hearing on Acquisition of Public Right-of-Way in the Northwest Quarter of Section 23, Township 11 North, Range 10 West- East of Engleman Road/South of Old Potash Highway (Parcel No. 400200918- The Guarantee Group, Inc.)

Council action will take place under Consent Agenda item G-12.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: February 26, 2019

Subject: Public Hearing on Acquisition of Public Right-of-Way in the Northwest Quarter of Section 23, Township 11 North, Range 10 West- East of Engleman Road/South of Old Potash Highway (Parcel No. 400200918- The Guarantee Group, Inc.)

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

Background

Public Works Engineering staff is working on the design of the Moore's Creek Drainage Ditch to extend drainage to the southwest and to serve current areas as well as the proposed US Highway 30 realignment project. A potential route is shown on the attached exhibit.

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council.

Discussion

Public right-of-way is needed from The Guarantee Group, LLC, at the southern end of parcel No. 400200918, shown on the attached exhibit. The property owner has signed the necessary document to grant the property, as shown on the attached drawing.

Engineering staff of the Public Works Department negotiated with the property owner for such purchase.

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
The Guarantee Group, LLC	A TRACT OF LAND LOCATED IN PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE S89°16'47"W (ASSUMED BEARING) ON THE	\$99,999.00

	<p>SOUTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 34.89 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND AS DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 201306251, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR HALL COUNTY, NEBRASKA AND THE POINT OF BEGINNING; THENCE N01°04'39"W ON THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 80.00 FEET; THENCE S89°16'47"W PARALLEL WITH AND 80.00 FEET DISTANCE FROM SAID SOUTH LINE, A DISTANCE OF 2163.96 FEET TO THE EAST LINE OF COPPER CREEK ESTATES NINTH SUBDIVISION; THENCE S01°04'46"E ON SAID EAST LINE, A DISTANCE OF 80.00 FEET TO SAID SOUTH LINE; THENCE N89°16'47"E ON SAID SOUTH LINE, A DISTANCE OF 2163.96 FEET TO THE POINT ON BEGINNING, CONTAINING 3.97 ACRES, MORE OR LESS.</p>	
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Alternatives

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

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

Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the public right-of-way from The Guarantee Group, LLC, in the amount of \$99,999.00.

Sample Motion

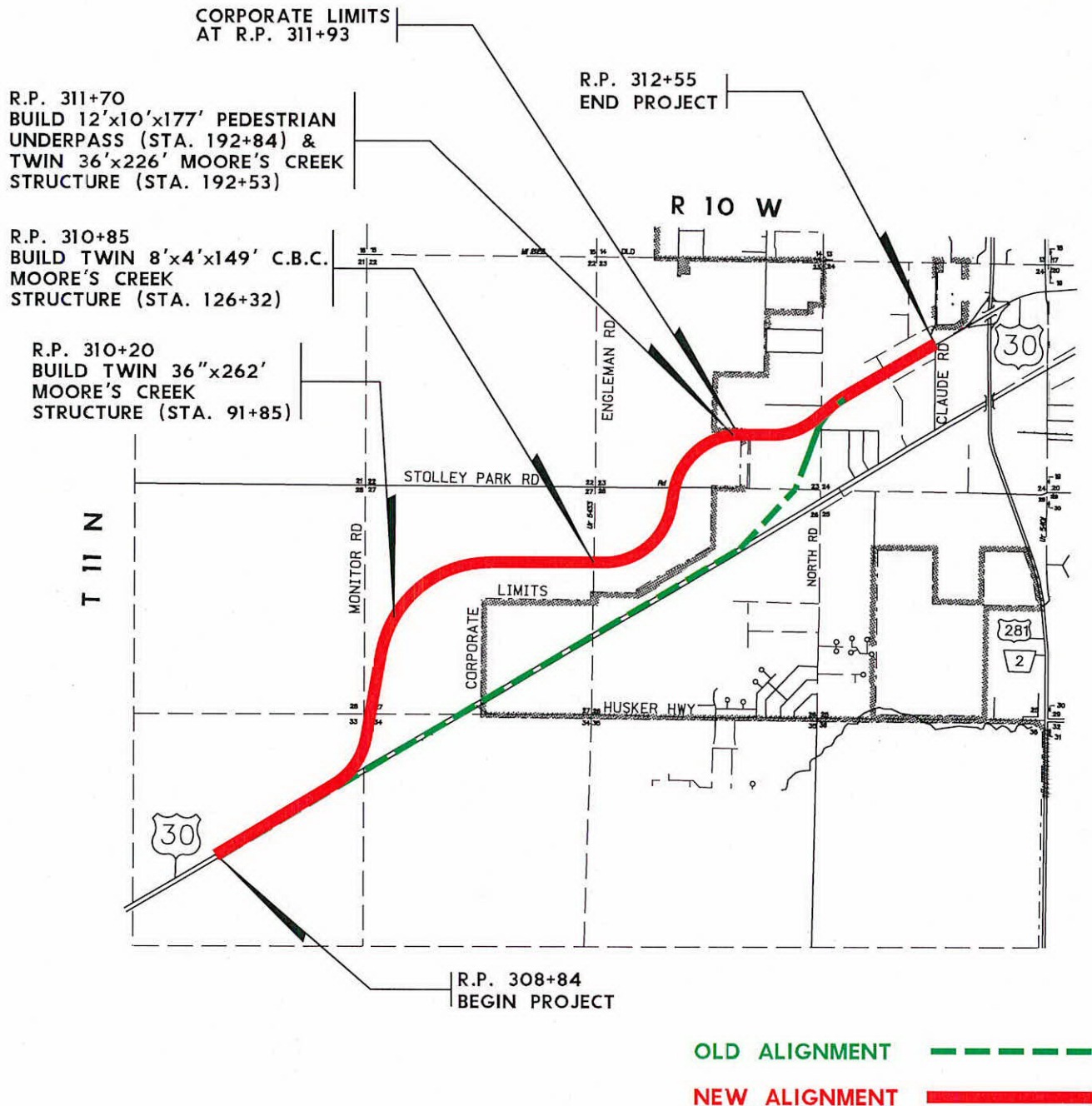
Move to approve.



RIGHT OF WAY ACQUISITION

GRAND ISLAND

HALL COUNTY
NEBRASKA



30-4(1046)

C.N. 41704

EXHIBIT "A"



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item E-5

Public Hearing on Amendment to the 2016-2018 Consolidated Plan- 2018 Annual Action Plan

Council action will take place under Consent Agenda item G-20.

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting Date: February 26, 2019

Subject: Approving Amendment #1 to the 2016-2018 Consolidated Plan - 2018 Annual Action Plan

Presenter(s): Amber Alvidrez, Community Development Administrator

Background

CDBG is a federally funded program intended to increase housing, community and economic opportunities for low and moderate-income residents of the City of Grand Island.

The City is making a substantial amendment to the 2016-2018 Consolidated Plan-2018 Annual Action Plan. The substantial amendment is available for public review and comment for 30 days from January 26, 2019 through February 25, 2019.

The City of Grand Island is required by the Department of Housing and Urban Development (HUD) to submit a Consolidated Plan every 3-5 years and a One year Annual Action Plan which describes community needs, resources, priorities and proposed activities to be undertaken in the City of Grand Island under CDBG. This funding source is to assist lower-income people, households and neighborhoods throughout the City of Grand Island. The City of Grand Island is proposing the following amendment to the 2016-2018 Consolidated Plan and 2018 Annual Action Plan.

Discussion

Amendment #1 to the 2016-2018 Consolidated Plan -2018 Annual Action Plan. The original 2016-2018 Consolidated Plan listed proposed projects such as the Housing improvement Partnership and the Habitat for Humanity. The Housing Improvement Partnership with an allocation of \$50,000.00, would fund such activities as creating a nonprofit (501(c)3) called the Housing Improvement Partnership, conducting a housing modification program for income qualifying senior citizens as well as other future

housing projects, at this time matching funds are unavailable for project to move forward creating a need to re assign funds to a different or new project.

On September 5, 2018 the City of Grand Island was notified by HUD pursuant to 24 CFR 570.910 (B)(5) that it must reimburse its line of credit for improperly expended CDBG funds in the amount \$30,000.00 expended to Habitat for Humanity due to the lack of an Environmental Review being completed. At this time the City of Grand Island has repaid \$30,000 of funds into the City's CDBG line of Credit creating an another excess of funds needing to be assigned to a project.

The proposed substantial amendment to the 2016-2018 Consolidated Plan- 2018 Annual Action Plan is needed to change funding allocations totaling an amount of \$80,000.00 from the above stated projects.

The Community Development Division (CDD) proposes reallocating \$80,000.00 of CDBG funds to the Low-moderate Area (LMA) projects in the approved 2018 Annual Action Plan. The 2018 Annual Action Plan has two LMA projects which are Public Works- ADA compliant Curb Ramps and Waste Water Sanitary Sewers, these projects are described in detail in the 2018 Annual Action plan. CDD proposes that the funds be eligible to be applied one or both projects as follows, the maximum the Public works project may receive is \$80,000.00 with a minimum of \$55,000.00. The maximum amount of funds Public Works Waste Water Project may receive is \$25,000.00 with a minimum of \$0.00.

Alternatives

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

1. Accept the Amendment #1 to the 2016-2018 Consolidated Plan and 2018 Annual action Plan.
2. Do not accept Amendment #1 to the 2016-2018 Consolidated Plan and 2018 Annual Action Plan

Recommendation

City Administration recommends that the Council accept the Amendment #1 to the 2016-2018 Consolidated Plan and 2018 Annual Action Plan

Sample Motion

Move to accept Amendment #1 to the 2016-2018 Consolidated Plan and 2018 Annual Action Plan

Public Notice
Substantial Amendment to the
2016 Consolidated Plan and 2018 Annual Action Plan

The City of Grand Island receives annual entitlement funds from the United States Department of Housing and Urban Development (HUD) that includes the Community Development Block Grant (CDBG). A three-five year Consolidated Plan must be developed before funds are received or expended. Each year of that the Consolidated plan covers, the City must develop an Action Plan describing how the funds will be used. Any substantial changes in funding, goals or activities require a substantial amendment to the Consolidated Plan as set forth in 24 CFR Part 91.

The City of Grand Island is proposing a funding change to the 2018 Annual Action Plan that constitutes a substantial amendment to the 2016 Consolidated Plan. These changes modify several areas of the Plan for CDBG funding.

CITIZEN PARTICIPATION:

This notice is to inform Citizens of the opportunity to comment on the substantial amendment. A thirty day public comment is to begin at 8:00am on January 25, 2019 comments will be accepted until 5:00PM on February 25, 2019, with a Public Hearing being held on February 26, 2019 during the regularly scheduled City Council Meeting held in the Council Chambers at City Hall. A complete copy of the proposed amendment will be made available for review at City Hall 100 East Frist Street in the City Clerk's Office, and on the city's website at <https://www.grand-island.com/departments/regional-planning/community-development>. Written comments may be submitted to City of Grand Island Community Development Division, 100 East Frist Street or via email to ambera@grand-island.com.



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item G-1

Approving Minutes of February 12, 2019 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

February 12, 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 February 12, 2019. Notice of the meeting was given in *The Grand Island Independent* on January 7, 2019.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Mike Paulick, Michelle Fitzke, Jeremy Jones, Mark Stelk, Jason Conley, Vaughn Minton, Mitch Nickerson, and Chuck Haase. Councilmembers Julie Hehnke and Clay Schutz 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 Bill Rowland, Beacon of Hope Church, 2525 West State Street followed by the PLEDGE OF ALLEGIANCE.

BOARD OF EQUALIZATION: Motion by Minton, second by Nickerson to adjourn to the Board of Equalization. Motion adopted.

#2019-BE-2 - Consideration of Determining Benefits for Vehicle Offstreet Parking District #3. City Attorney Jerry Janulewicz reported that the goal of the new Parking District #3 was to better balance those paying into the Parking District with those who were using and/or most benefit from the Parking District. Through formation of Off-street Parking District No. 3 and the levy of special assessments the financial burden of maintaining off-street parking lots would 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. Assistant Finance Director William Clingman recapped the process of setting the special assessments. Staff recommended approval.

The following people spoke:

Amos Anson, 4234 Arizona Avenue - support
Travis Spiehs, 110 West 2nd Street – opposed indoor parking fee
Michael Smith, 2127 No. Sherman – opposed
Father Robert Lewis, 212 So. Washington – opposed

Discussion was held regarding exempting religious properties, indoor parking, parking ramp and maintenance along with snow removal of the parking lots downtown.

Motion by Stelk, second by Nickerson to approve Resolution #2019-BE-2. Upon roll call vote, Councilmembers Nickerson, Minton, Conley, Stelk, Jones, Fitzke, and Paulick voted aye. Councilmember Haase voted no. Motion adopted.

RETURN TO REGULAR SESSION: Motion by Minton, second by Nickerson to return to Regular Session. Motion adopted.

PUBLIC HEARINGS:

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. City Clerk RaNae Edwards reported that an application for a Class "A" Liquor License had been received from Grand Island PR, Inc. dba Grand Island Pizza Ranch, 1016 Diers Avenue, Suite 124. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on January 14, 2019; notice to the general public of date, time, and place of hearing published on February 2, 2019; notice to the applicant of date, time, and place of hearing mailed on January 14, 2019; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections and completion of a state approved alcohol server/seller training program. Greg Tatrow, 1312 W. Koenig Street spoke in support. No further public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 3230 E. Highway 34 - Fast Track Buildings & Construction. Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 3230 E. Highway 30 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 install a 3-phase cable and a pad-mounted transformer to provide service to the property. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 3216 W. U.S. Highway 34 - NPT Trucking, LLC. Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 3216 W. U.S. Highway 34 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 an underground power line, transformer and related electrical infrastructure to serve the new business at this location. Staff recommended approval. No public testimony was heard.

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.). Regional Planning Director Chad Nabity reported that Orchard Development/Hoppe Homes had 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 12th Street. The proposal would create 181 housing units with an average 2019 sale price of \$170,000. Staff recommended approval. The following people spoke in support: Fred Hoppe, 1600 Stonehill Road; Al Avery, 2104 West 16th Street; Michelle Callahan representing the Housing Development Corp. from Hastings; Lucas Hieb, 718 South Oak; and Ray O'Connor, 611 Fleetwood Road. Mr. O'Connor mentioned concerns with the School District. 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:

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

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.

This item was related to the aforementioned Public Hearing.

Motion by Stelk, second by Minton to approve Ordinance #9722.

City Clerk: Ordinance #9722 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, Councilmembers Nickerson, Minton, Conley, Stelk, Jones, Fitzke, and Paulick voted aye. Councilmember Haase voted no. Motion adopted.

City Clerk: Ordinance #9722 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, Councilmembers Nickerson, Minton, Conley, Stelk, Jones, Fitzke, and Paulick voted aye. Councilmember Haase voted no. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9722 is declared to be lawfully adopted upon publication as required by law.

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

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

Approving Appointment of Darrell Nelson to the Regional Planning Commission.

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.

#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.

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

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

#2019-47 - Approving Boiler Chemical Cleaning at Platte Generating Station with HydroCemPSC of Crossville, Illinois in an Amount of \$307,346.99.

#2019-48 - Approving Certificate of Final Completion for William Street Paving Improvements; Project No. 2018-P-7 with The Diamond Engineering Company of Grand Island, Nebraska.

#2019-49 - Approving Bid Award for Sugar Beet Ditch Drainage; Project No. 2019-D-1 with Starostka Group Unlimited, Inc. of Grand Island, Nebraska in an Amount of \$97,318.72.

#2019-50 - Approving Bid Award for Furnishing Components for “EIMCO® Type C3D-Full Trough Skimmer Clarifier Mechanism; Project No. WWTP-2019-1 with Ovivo USA, LLC of Salt Lake City, Utah in an Amount of \$126,129.00.

#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.

#2019-52 - Approving Bid Award for Asphalt Hot-Mix 2019 with Gary Smith Construction Co. of Grand Island, Nebraska and J.I.L. Asphalt Paving Co. of Grand Island, Nebraska.

#2019-53 - Approving Bid Award for Concrete Ready-Mix for 2019 with Gerhold Concrete Co., Inc. of Grand Island, Nebraska in an Amount of \$102.75 per cubic yard and Consolidated Concrete of Grand Island, Nebraska in an Amount of \$107.25 per cubic yard.

#2019-54 - Approving Bid Award for Concrete Pavement and Storm Sewer Repairs for 2019 with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$812,868.95.

#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 from Mobotrex of Davenport, Iowa in an Amount of \$29,395.00.

#2019-56 - Approving Station Alerting System for the Grand Island Fire Department and Communications Center with US Digital Designs in an Amount of \$216,271.72.

#2019-57 - Approving Purchase of Flex CAD2CAD Interface and Response Plan Software Modules from Spillman Technologies, Inc. of Salt Lake City, Utah in an Amount of \$30,017.14.

#2019-58 - Approving Change Order No. 5 for EM911 Building with Chief Construction of Grand Island, Nebraska for an Increase of \$2,896.00 and a Revised Contract Amount of \$3,154,004.00.

#2019-59 - Approving Purchase of Cash Management Module from Tyler Technologies for Munis ERP Software in an Amount of \$33,190.00.

#2019-60 - Approving Final Plat and Subdivision Agreement for Kenmare Fifth Subdivision. It was noted that Janet Reinders Revocable Living Trust, managing member, JST Farms, LLC, owners, had submitted the Final Plat and Subdivision Agreement for Kenmare Fifth Subdivision located west of Blaine Street at the end of Wicklow Drive for the purpose of creating 3 lots on 7.167 acres of land.

#2019-61 - Approving Final Plat and Subdivision Agreement for Prairie Commons Third Subdivision. It was noted that Prataria Ventures, LLC, owners, had submitted the Final Plat and Subdivision Agreement for Prairie Commons Third Subdivision located south of Husker Highway and west of Prairieview Street for the purpose of creating 6 lots on 26.71 acres of land.

#2019-62 - Approving Final Plat and Subdivision Agreement for Woodland Park Eighteenth Subdivision. It was noted that Starostka Group Unlimited, owners, had submitted the Final Plat and Subdivision Agreement for Woodland Park Eighteenth Subdivision located along Michigan Avenue west of Idaho Avenue for the purpose of creating 10 lots on 2.61 acres of land.

RESOLUTIONS:

#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 was related to the aforementioned Public Hearing. Staff recommended approval.

A lengthy discussion was held regarding affordable housing and what that price was along with inflation. Design of the homes and roads were discussed. Mr. Hoppe answered questions concerning covenants, restrictions, row houses, street widths, community building, and a mini park. He said there would be a neighborhood association.

Motion by Minton, second by Haase to approve Resolution #2019-63. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Fitzke to approve the payment of claims for the period of January 23, 2019 through February 12, 2019 for a total amount of \$4,721,067.43. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 9:31 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, February 26, 2019
Council Session

Item G-2

Approving Minutes of February 16, 2019 City Council Retreat

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL SPECIAL STUDY SESSION (RETREAT)

February 16, 2019

Pursuant to due call and notice thereof, a Special Study Session (Retreat) of the City Council of the City of Grand Island, Nebraska was conducted at the Bosselman Community Room, 1607 South Locust Street, Suite A, Grand Island, Nebraska on February 16, 2019. Notice of the meeting was given in the *Grand Island Independent* on February 8, 2019.

Mayor Roger G. Steele called the meeting to order at 8:30 a.m. The following Councilmembers were present: Mitch Nickerson, Jason Conley, Chuck Haase, Jeremy Jones, Mark Stelk, Mike Paulick, Vaughn Minton, Clay Schutz, Michelle Fitzke and Julie Hehnke. The following City staff were present: City Administrator Marlan Ferguson, Assistant City Administrator Brent Clark, City Clerk RaNae Edwards, City Attorney Jerry Janulewicz, Public Works Director John Collins, Finance Director Patrick Brown, Utility Director Tim Luchsinger, Parks & Recreation Director Todd McCoy, Regional Planning Director Chad Nabity, Building Department Director Craig Lewis, Emergency Management Director Jon Rosenlund, Library Director Steve Fosselman, Human Resources Director Aaron Schmid, Fire Chief Cory Schmidt, and Police Chief Robert Falldorf.

WELCOME AND EXPECTATIONS OF THE DAY: Mayor Steele welcomed everyone. The expectation was to learn more from each of the departments and the roll of Councilmembers. Introductions were made by those present.

DIRECTOR'S STATE OF THE DEPARTMENT'S:

Human Resources – Aaron Schmid stated his department had four employees and commented on the five core functions of his department. Explained were Employee and Labor Relations; Workforce Planning and Employment; Compensation and Benefits; Risk Management; and Employee Development. Health Insurance and high cost of claims were a challenge.

City Clerk – RaNae Edwards commented on her duties as City Clerk. Covered were Council agenda's and packets, liquor licenses, document archives, purchasing, and managing official records. Mentioned was the importance of having a Deputy City Clerk.

Legal – Jerry Janulewicz stated there were three employees in the Legal Department. The Assistant City Attorney was the City's purchasing agent, worked on code enforcement and juvenile court cases. Their office handled all the public records requests, tort claims, and assisted all departments with contract matters, personnel matters, and union negotiations. Mr. Janulewicz answered questions regarding public requests.

Utilities – Tim Luchsinger stated the Utilities Department had 140 employees with three Assistant Director's. He commented on the two power plants within the city. The gas/oil-fired Burdick Station with three gas turbines and the coal-fired Platte Generating Station. The City was also involved in renewable sources such as wind and solar energy. The Electric Utility paid

approximately \$2.3 million annually to the General Fund in the form of city sales tax and \$1.4 million annually to support the Finance Department Information Technology Processing Division. Mr. Luchsinger answered questions regarding meter readers and going to electronic meters. Cost was an issue as well as ownership of the meters. Future generation was discussed. There was 10 to 15 years of use left at the Platte Generation Station.

Streets – John Collins mentioned the Metropolitan Planning Organization Division (MPO) was a new division since the city became a MSA. Transit was another new division within his department. Briefly reviewed were: Engineering Services, Fleet Services, Solid Waste, Streets & Drainage, and Wastewater. Mr. Collins answered questions concerning the Sycamore Street Underpass and roundabouts.

Parks & Recreation – Todd McCoy stated the Parks Department had five divisions: Parks, Recreation, Cemetery, Golf Course, and Heartland Public Shooting Park. They were looking at getting grant dollars for more trails. Planning for the armory was in the works. Mentioned were several parks they were working on. Pickleball courts were in the works and would be coming forward for Council approval. Mr. McCoy answered questions regarding cemetery expansion and finding funding. Trail systems and splash pads were mentioned.

BREAK: 9:30 a.m. to 9:45 a.m.

Emergency Management – Jon Rosenlund stated the Emergency Management Department was created by an Interlocal Agreement between Hall County and the City of Grand Island. There were 16 dispatchers and all expenses were divided between the City and Hall County. Mr. Rosenlund explained the revenue funds such as Special Revenue, Landline E911, and Wireless E911 Funds. He stated the new facility was almost complete and tours were welcomed. Mr. Rosenlund answered questions regarding 911 calls from cell phones. He stated they were working on that ability and would have that software installed before they moved to the new location.

Building – Craig Lewis stated they had nine people in the department. Codes that were enforced, regulated, and administered by the Building division included: Model Codes, City Codes, and State and Federal regulations. Reviewed were the number of permits, inspections, and the number of construction dollars. Reviewed was a graph showing construction and the growth within the community over the past few years. Mr. Lewis answered questions concerning the Grand Generation Center.

Planning – Chad Nabity stated the Planning Department was a City/County funded department established by an Interlocal Cooperation Agreement in 1967. Explained was the Regional Planning Commission and their responsibilities. Mentioned was the Grand Island/Merrick County Interjurisdictional Planning Commission. Community Redevelopment Authority (CRA) and Community Development Division were also a part of the Regional Planning Department. Mr. Nabity answered questions regarding filling positions on the boards.

Fire – Chief Cory Schmidt stated his department provided ambulance service, fire service, and hazmat services. The majority of their time was spent on medical calls. There were four fire

stations throughout the City for a response time of four minutes. They had a total of 70 staff members but needed more. Last year they had 71 recalls. Explained was the reason why fire trucks go on ambulance calls. Chief Schmidt answered questions regarding overtime for recalls and expenses within his department.

Police – Chief Robert Falldorf recommended changing the structure of the Police Department from three Captains to two Captains and creating three Lieutenant positions. Mentioned were Strategic Policing, intelligence led policing, offenses, calls for service and sworn officers per 1,000 residents. Chief Falldorf answered questions concerning School Resource Officers (SRO's), drug use as it related to property crime in Grand Island, and gangs. Staffing issues were mentioned. They were currently short one officer as there had not been the number of applications submitted from which to hire from. Substations were discussed. Chief Falldorf commented on the airport duty and the number of hours it took up for their officers.

Library – Steve Fosselman commented on the services the library offered. Mentioned was the renovation of the library. Mr. Fosselman commented on the maker space in the library. He stated the new renovation would be opened the first part of March. Explained were the e-book and overdrive services.

OPENGOV PRESENTATION/BUDGET TUTORIAL: Nate Olson, Account Executive; Daria Brainerd, Customer Services Manager; and Charlie Francis, Sr. Director, Government Finance representing OpenGov gave an overview on budgeting performance. Integrating information for budgets and then communicating that information was what OpenGov does. Reviewed was Management Reporting.

LUNCH: 12:00 p.m. to 1:00 p.m.

DISCUSSION ON FTE'S IN GENERAL FUND: Finance Director Patrick Brown stated the Finance Department had the following six major areas: City Accounting, Utility Accounting, Utility Support, Risk Management, Cash Management, and Budgeting. Reviewed were the accomplishments for 2018. The Finance Department hoped to accomplish the following for the 2018-2019 fiscal year:

- Implement the MUNIS electronic timesheet functionality instead of spreadsheets and manually entering hours.
- Implement a Work Force Planning module into OpenGov for workforce budgeting purposes since personnel costs are our highest cost categories.
- Implement MUNIS's Cash Management Module for bank reconciliation, cash tracking, forecasting, and investment and debt management.
- Continue our efforts in improving the budgeting process.
- Look at each position in Finance to determine if efficiencies can be gained.
- Continue the cross training Finance is currently doing.
- Increase our proactive work (analysis) and decrease reactive work (chasing).

Mr. Brown reviewed the sales tax and motor vehicle taxes received by the City. He stated sales tax was trending down from previous years. Currently the City had approximately \$13 million in cash reserves. He stated cash reserves should never be used for personnel but for possibly a

onetime purchase. The new sales tax would start on April 1, 2019 and was estimated at \$5.5 million which would go into a separate account and not the General Fund. Discussion was held concerning Cash Reserves, Capital Projects, FTE's, and the Wheel Tax sunset.

CITY COUNCIL DUTIES & RESPONSIBILITIES, FORM OF GOVERNMENT, EXPECTATIONS: City Administrator Marlan Ferguson explained the following kinds of governments: Commissioner Form of Government, Village Government, Mayor-Council Form of Government, and City Management Form of Government.

Mr. Ferguson introduced Lynn Rex, Executive Director from the League of Nebraska Municipalities (LNM). Ms. Rex gave an overview of LNM which started in the late 1800's. Mentioned were conferences and training, technical support, and lobbying that LNM provided members. One of the most important programs offered by LNM was the League Association of Risk Management (LARM). Reviewed were several major legislative bills that LNM was working on that were currently being heard in the legislature and would affect the cities across Nebraska.

DISCUSSION ON UPCOMING STUDY SESSIONS:

The following dates were set for upcoming Study Sessions:

- March 5th Infrastructure Needs
- April 2nd Electrical Utility Department Overview
- May 7th Sales Tax, Food & Beverage Tax, Wheel Tax

Assistant City Administrator Brent Clark stated he would schedule tours of city facilities for those Councilmembers interested.

ADJOURNMENT: The meeting was adjourned at 3:20 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item G-3

**#2019-64 - Approving Final Plat and Subdivision Agreement for
Gloor Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: February 26, 2019

Subject: Gloor Subdivision – Final Plat

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

Background

This property is located north of Barbara Avenue and east of Ando Avenue in Grand Island, Nebraska. (1 lot, 0.37 acres). This property is zoned R1 Suburban Density Residential and is part of a replat of all of lot 1, John & Marie's Subdivision and part of Lake Front tract 1c as established by the City Of Grand Island on Branch's Lake located in the Northeast Quarter of the Southwest Quarter (NW1/4, SW ¼) of Section Twenty-one (21), Township Eleven (11) North, Range Nine (9) west of the 6th P.M., Hall County, Nebraska.

Discussion

The final plat for Gloor Subdivision was considered by the Regional Planning Commission at the February 6, 2019 meeting.

A motion was made by Rainforth and seconded 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, Rubio, Robb, Rainforth, Hedricksen 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:

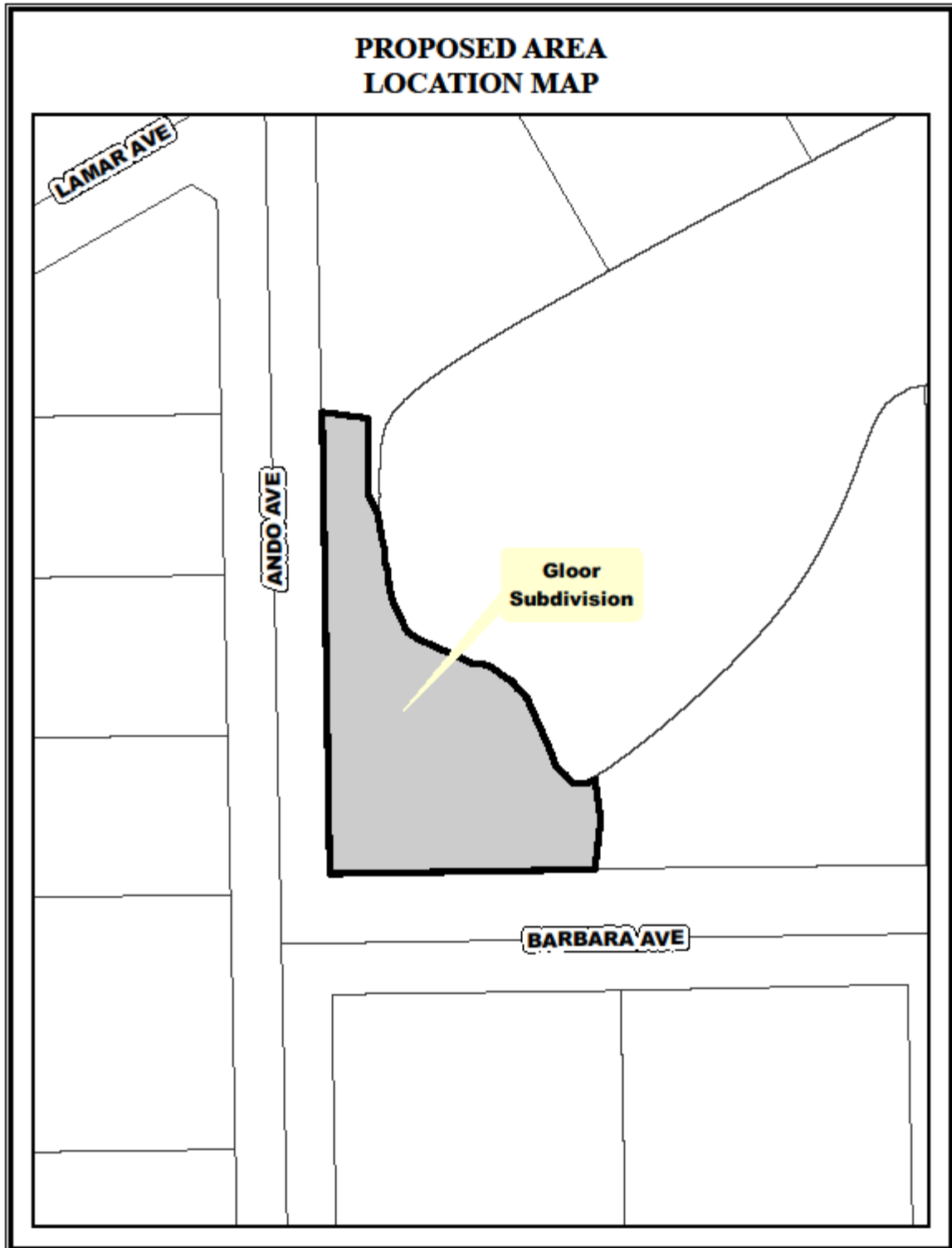
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve as recommended.



Developer/Owner
Michael R. Gloor & Marie De Martinez

2120 Barbara Ave.
Grand Island, NE 68803

To create 1 lot east of Ando Ave. and north of Barbara Ave. in Grand Island, Nebraska.

Size: 1 lot 0.37 acres

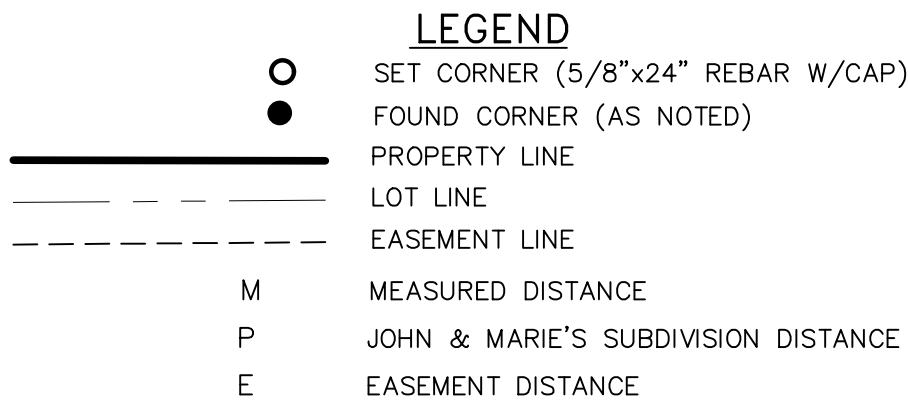
Zoning: R1 Suburban Density Residential

Road Access: Existing Rural Section Streets

Water Public: City water is available.

Sewer Public: City sewer is available.





CITY CLERK

RESOLUTION 2019-64

WHEREAS Michael R. Gloor and Marie de Martinez, husband and wife, being the said owner of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as "GLOOR SUBDIVISION", all of Lot 1 of John and Marie's Subdivision and part of Lake Front Tract 1C as Established by the City Of Grand Island on Brach's Lake located in the Northwest Quarter of the Southwest Quarter (NW1/4, SW 1/4) of Section Twenty-one (21), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., 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 GLOOR 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 26, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item G-4

#2019-65 - Approving Acquisition of Utility Easement at the End of Colbalt Drive - PVIPE, LLC

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2019-65

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

WHEREAS, a public hearing was held on February 26, 2019, for the purpose of discussing the proposed acquisition of utility easement located through a part of Lot Six (6), Industrial Foundation Subdivision in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Beginning at the Southeast corner of Lot Six (6), Industrial Foundation Subdivision in the City of Grand Island, Hall County, Nebraska; thence along the southerly line of said Lot Six (6), on an assumed bearing of N90°00'00"W, a distance of thirty (30.0) feet; thence N45°00'59"E, a distance of forty-two and forty-four hundredths (42.44) feet to a point on the easterly line of said Lot Six (6); thence S00°01'57"W, along the easterly line of said Lot Six (6), a distance of thirty (30.0) feet to the Southeast corner of said Lot Six (6) being the said Point of Beginning.

The above-described easement and right-of-way containing a total of 450 square feet more or less as shown on the plat dated 1/16/2019, 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 PVIPE, LLC, on the above-described tract of land.

- - -

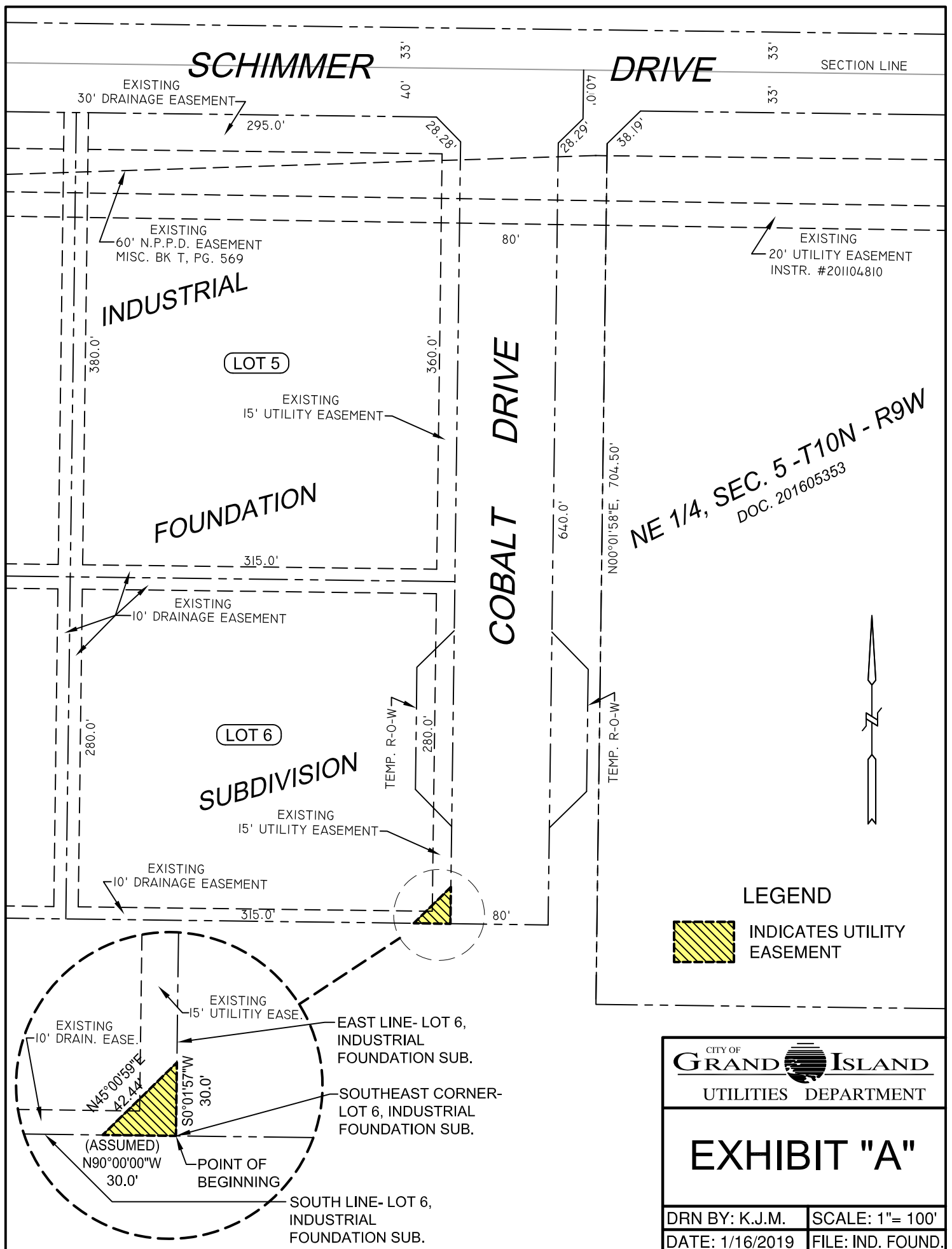
Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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





City of Grand Island

Tuesday, February 26, 2019

Council Session

Item G-5

#2019-66 - Approving Tap Fee for Lot One - Rowe Second Subdivision - Water Main District 421T

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

Staff Contact: Tim Luchsinger, Utilities Director

This Space Reserved for the Register of Deeds

RESOLUTION 2019-66

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the special benefits as determined by Resolution 2018-BE- shall not be levied as special assessments but shall be certified by this resolution to the Register of Deeds, Hall County, Nebraska, pursuant to Section 16-6,103 R.R.S. 1943. A connection fee in the amount of the benefit identified below accruing to each property in the district shall be paid to the City of Grand Island at the time such property becomes connected to the water main. No property benefited as determined by this resolution shall be connected to the water main until the connection fee is paid. The connection fees collected shall be paid into the fund from which construction costs were made to replenish such fund for the construction costs.

According to the square footage of the respective lots, tracts, and real estate within such Water Main District No. 421T, such benefits are the sums set opposite the several descriptions as follows:

Name	Description	Connection Fee (\$)
Gary P. and Dee Rowe	Lot 1, Rowe Second Subdivision	\$499.99
TOTAL Connection Fee		\$499.99

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
March 8, 2019	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item G-6

#2019-67 - Approving Wireline Crossing Agreement for Fiber Optics with Union Pacific Railroad

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: February 26, 2019

Subject: Overhead Fiber Optic Crossing Union Pacific Railroad
located Mile Post 147.97, Kearney Subdivision/Branch
(Logan Street)

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Utilities Department is in the process of completing a redundant fiber optic connection from Substation B located at 3645 Faidley Avenue to the Utility Engineering Department located at 315 N. Jefferson Street. The addition fiber line connection route will assure a looped network connectivity between existing facilities.

Discussion

In order to proceed with this project, a Crossing Agreement with the Union Pacific Railroad will be required. The Union Pacific has a number of requirements regarding overhead connections crossing their right-of-way and the Department has submitted application for the construction of the new crossing for the railroad's review. Attached is a copy of their proposed agreement for the project. The crossing at Union Pacific Mile Post 147.97, Kearney Subdivision/Branch (Logan Street) includes a one-time fee of \$6,760.00

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 authorize the execution of the Overhead Fiber Optic Crossing Agreement with the Union Pacific Railroad and approve the one-time fee of \$6,760.00.

Sample Motion

Move to approve the execution of the Overhead Fiber Optic Crossing Agreement with the Union Pacific Railroad.

WIRELINE CROSSING AGREEMENT

Mile Post: 147.97, Kearney Subdivision
Location: Grand Island, Hall County, Nebraska

THIS AGREEMENT ("Agreement") is made and entered into as of February 06, 2019, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF GRAND ISLAND UTILITIES DEPARTMENT**, to be addressed at P.O. Box 1968, 100 E. 1st Street Grand Island, Nebraska 68802 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) overhead fiber optic wireline crossing only, including any appurtenances required for the operation of said wireline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Grand Island, Hall County, State of Nebraska ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated December 27, 2018, attached hereto as Exhibit A and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) overhead fiber optic wireline crossing, and (ii) not be used for any other purpose, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing Exhibit A. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Six Thousand Seven Hundred Sixty Dollars (\$6,760.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under Exhibit B, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst – Real Estate Utilities (03139-80)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: CITY OF GRAND ISLAND UTILITIES DEPARTMENT
P.O. Box 1968
100 E. 1st Street
Grand Island, Nebraska, 68802

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

**CITY OF GRAND ISLAND UTILITIES
DEPARTMENT**

By: _____

By: _____

Casey Moore
Union Pacific Railroad
Real Estate - Utilities

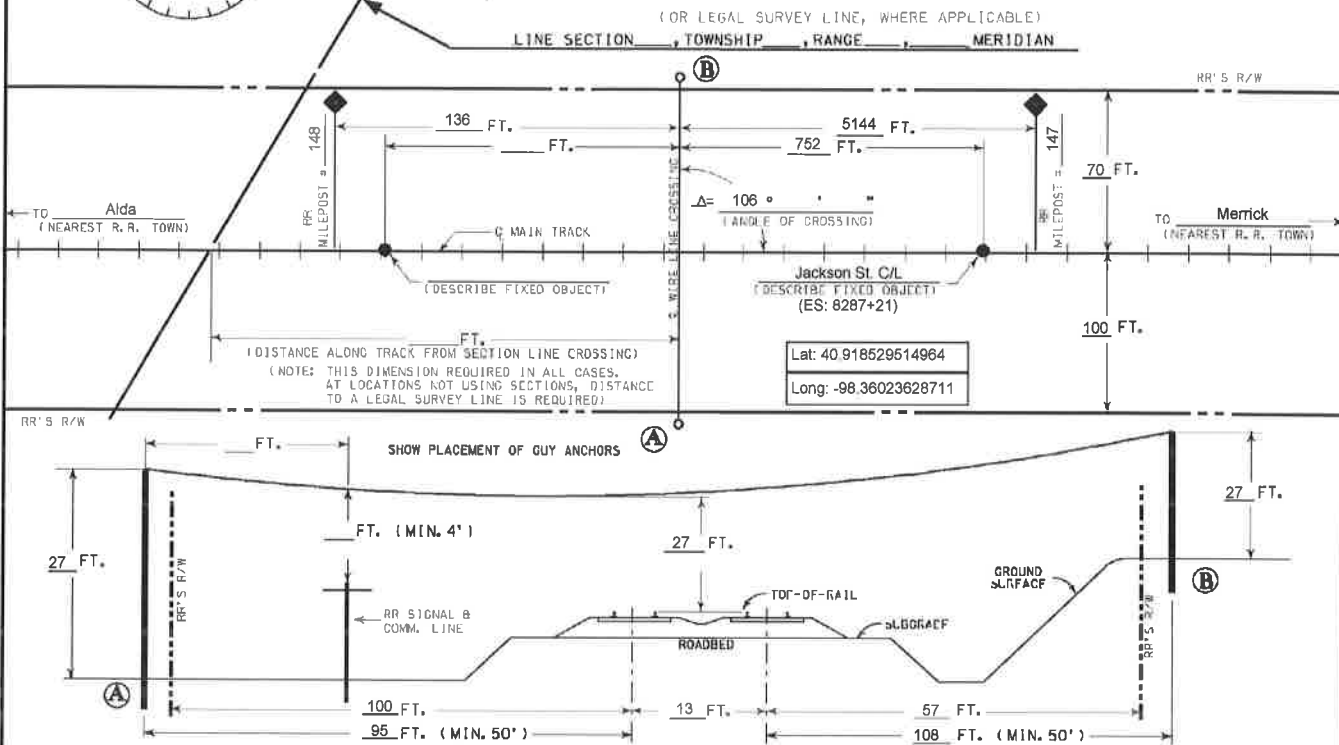
Name Printed: _____

Title: _____

An analog clock face with a single hand pointing to the 1 o'clock position. The clock has 12 major tick marks around the perimeter and 60 minor tick marks.

750 VOLTS OR LESS

FORM DR-0404-D
REV 10-26-2007
www.uprr.com
NO SCALE



A) TYPE WIRELINE CROSSING: FIBER OPTIC

B) VOLTAGE TO BE CARRIED 0 NO. OF WIRES 1

C) CURRENT TO BE CARRIED 0

D) WIRELINE WILL PASS _____ UPRR COMMUNICATION OR SIGNAL LINE?
WHAT IS THE MINIMUM CLEARANCE BETWEEN WIRES? _____ FEET.

E) WILL ANY ATTACHMENTS BE MADE TO ANY EXISTING POLES? YES

F) WILL ANY ATTACHMENTS BE MADE TO RAILROAD'S POLES? NO

G) WHAT TYPE OF FACILITY WILL LINE BE SERVING? PUBLIC UTILITY

H) APPLICANT HAS CONTACTED 1-800-336-9193,
U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER
OPTIC CABLE _____ EXIST IN VICINITY OF WORK TO BE PERFORMED.
TICKET NO. _____

(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

Kearney Sub.
(SUNDIVISION)

OVERHEAD WIRELINE CROSSING

GRAND ISLAND (NEAREST RR STATION)	HALL (COUNTY)	NE (STATE)
FOR CITY OF GRAND ISLAND UTILITIES DEPARTMENT		
(APPL. CONT.)		

RR FILE NO. 0313980 DATE 12/27/2018

(IN ALL OCCASIONS, U. P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
PHONE : 1-800-336-9193

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for aerial marker balls, shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration, Federal Energy Regulatory Commission, and Federal Aviation Administration regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. If Licensee's Facilities will be located underground, Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. Licensee shall not transmit electric current from Licensee's Facilities at a difference of potential in excess of the voltage indicated on **Exhibit A**. If the voltage indicated is in excess of seven hundred fifty volts (750V), and Licensee's Facilities will be buried at any location outside of track ballast or roadbed on Railroad Property, Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three inches (3") of concrete with a minimum of four feet (4') of ground cover the entire length of Licensee's Facilities. Any of Licensee's Facilities buried by removal of soil shall have, at a depth of one foot (1') beneath the surface of the ground directly above Licensee's Facilities, with a six inch (6") wide warning tape labeled "Danger-High Voltage" or equivalent wording. Any of Licensee's Facilities encased in conduit, jacked, or bored under Railroad Property must be identified with warning signs ("Warning Signs") at each edge of Railroad Property, to be installed and properly maintained at

Licensee's cost and expense. Licensee shall not utilize Warning Signs in lieu of the warning tape where portions of the casing are installed by direct burial.

D. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this **Exhibit B**. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by

agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed by Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensor and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property found at the link below.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof. Licensee shall take all suitable precaution to prevent interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of Licensor or of its tenants. If, at any time, the operation or maintenance of Licensee's Facilities results in any electrostatic effects which Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be provided by Licensor and/or its tenants, Licensee shall, at the sole cost and expense of Licensee, immediately modify or take action as may be necessary to eliminate such interference.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to

Licensors an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensors as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensors shall have the right, if it so elects, to provide any Safety Measures Licensors deems necessary for the safety of Licensors's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensors provides such Safety Measures, Licensors shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensors the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensors's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensors may designate or identify, in its sole discretion, (i) in the furtherance of Railroad's Use, or (ii) as is necessary to ensure safe and reliable maintenance and operation of the facilities of Licensors and/or its tenants because of interference from Licensee's Facilities.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensors and Licensee shall execute a Supplemental Agreement to this Wireline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensors in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensors's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensors" includes Licensors, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.

3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith ;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Electrical interference or other types of interference created or caused by or escaping from Licensee's Facilities;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSEE SHALL NOT APPLY TO THE

EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online at [this link](#), for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located underground on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensor shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities.

For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. Commercial General Liability Insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage Insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. Workers' Compensation and Employers' Liability Insurance. Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability Insurance. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensors only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensors property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

E. Umbrella or Excess Insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except workers' compensation and employers' liability) must include Licensors as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Licensors as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Licensors negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensors and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Licensors on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensors from Licensee or any third party will not be limited by the amount of the required insurance coverage.

RESOLUTION 2019-67

WHEREAS, the process of completing a redundant fiber optic connection from Substation B located at 3645 Faidley Avenue to the Utility Engineering Department at 315 N. Jefferson Street will require a wireline crossing at the Logan Street tracks; and

WHEREAS, the Union Pacific Railroad requires Wireline Crossing Agreements to be entered in to for persons crossing its property for such purposes with a license fee payment of \$6,760.00 for the Logan Street Crossing; and

WHEREAS, the City Attorney's office has reviewed the proposed Wireline Crossing Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Wireline Crossing Agreement, by and between the City and the Union Pacific Railroad Company, for the construction and maintenance of a redundant fiber optic connection at Logan Street, is hereby approved; and the Mayor is hereby authorized to sign such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
March 8, 2019	<input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item G-7

**#2019-68 - Approving Purchase of 2020 Truck with 48 Foot
Knuckle Boom Crane - Electric Underground Division**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: February 26, 2019

Subject: 2020 Truck with 48 Foot Knuckle Boom Crane - Electric Underground Division

Presenter(s): Timothy Luchsinger, Utilities Director

Background

The Electric Underground Division of the Utilities Department has a 2005 Sterling truck with a National articulating crane. This vehicle has approximately 20,000 miles and 3,900 hours which is equivalent to approximately 117,000 miles on the engine and power transmission equipment. This is the primary vehicle is used on underground projects to set transformers and cabinets. This vehicle was moved up in the Department's vehicle replacement schedule because of several issues related to poor design as well as concerns of reliability. This brand/model of unit is no longer in production and all boom related parts need to be custom reproduced, which has led to past repair times of several months over the past 10 years.

Discussion

The Grand Island City Council approved the use of the National Joint Powers Alliance Buying Group (now Sourcewell) on October 28, 2014 with Resolution 2014-326. To meet competitive bidding requirements, the Utilities Department obtained pricing from the Sourcewell Contract No.012418.ALT awarded to Altec Industries, Inc.

Specifications for replacement of the 2005 Sterling truck with National articulating crane were prepared by Department staff resulting in a recommendation of a 2020 HV607 International truck with Effer model 305-5S five section knuckleboom crane from Altec Industries Inc. of Birmingham, Alabama, in the amount of \$280,453.00.

Alternatives

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

The Council may:

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

Recommendation

City Administration recommends that the Council approve the purchase of the 2020 HV607 International truck with Effer model 305-5S five section knuckleboom crane for the Underground Division of the Utilities Department, from Altec Industries, Inc., of Birmingham, Alabama, in the amount of \$280,453.00.

Sample Motion

Make a motion to approve the purchase of a 2020 HV607 International truck with Effer model 305-5S five section knuckleboom crane from Altec Industries Inc., of Birmingham, Alabama, in the amount of \$280,453.00.



RESOLUTION 2019-68

WHEREAS, the City of Grand Island Utilities Department Underground Division budgeted for a 2020 Truck with 48 Foot Knuckle Boom Crane in the current budget; and

WHEREAS, on October 28, 2014 with Resolution 2014-326, the City Council approved the use of the National Joint Powers Alliance Buying Group (NJPA) (now Sourcewell) to meet competitive bidding requirements; and

WHEREAS, to meet competitive bidding requirements, the Utilities Department obtained pricing from Sourcewell Contract No. 002418.ALT awarded to Altec Industries, Inc., such bid being in the amount of \$280,453.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of a 2020 Truck with 48 Foot Knuckle Boom Crane from the Sourcewell Contract No. 002418.ALT, in the amount of \$280,453.00, is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
March 8, 2019	▣ City Attorney



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item G-8

#2019-69 - Approving Supply and Delivery of Powdered Activated Carbon to Platte Generation Station until Sept. 30, 2021

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: February 26, 2019

Subject: Supply and Delivery of Powdered Activated Carbon to
Platte Generating Station 2018-2021

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

Background

The Platte Generating Station installed a Powdered Activated Carbon (PAC) injection system in the fall of 2014 to comply with the new Mercury emissions regulations. This system injects a PAC material with specific design specifications into the flue gas to capture and remove the mercury. Plant staff developed a request for proposals for the purchase of PAC material for a period of October 1, 2018 through September 30, 2021. The specification included a trial period requiring testing of any proposed products to verify their suitability in our system and assure compliance with the associated environmental regulations. The station uses up to 300,000 pounds of this material each year.

Discussion

The request for proposal for the Supply and Delivery of Powdered Activated Carbon for Platte Generating Station was publically advertised in accordance with the City's Purchasing Code. Proposals from the following firms were received on May 3, 2018:

Company

ADA Carbon Solutions, Littleton, CO
Calgon Carbon Corporation, Moon Township, PA
Carbonxt, Inc., Gainesville, FL
Cabot Norit Americas, Inc. Boston, MA

The department evaluated proposals both on the basis of cost and suitability of the product in meeting the system requirements and specifications. Calgon Carbon was the initial low bidder based on it being an advanced product capable of lower injection rates, but in testing their product the lower injection rates did not achieve acceptable results. Cabot Norit was the next lowest bidder and in testing their product over a three month

period it consistently passed all test requirements. Cabot Norit was therefore determined to be the lowest and best overall proposal for future supply of Powdered Activated Carbon to the power station.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Supply and Delivery of Powdered Activated Carbon for the Platte Generating Station to Cabot Norit Americas, Inc., of Boston, Massachusetts, for future procurements through September 30, 2021.

Sample Motion

Move to approve the award of the Supply and Delivery of Powdered Activated Carbon for the Platte Generating Station to Cabot Norit Americas, Inc., of Boston, Massachusetts, for 2019 through September 30, 2021.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
SUPPLY & DELIVERY OF POWDERED ACTIVATED CARBON**

RFP DUE DATE: May 3, 2018 at 4:00 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: April 12, 2018

NO. POTENTIAL BIDDERS: 6

SUMMARY OF PROPOSALS RECEIVED

Calgon Carbon
Moon Township, PA

Carbonxt
Gainesville, FL

ADA Carbon Solutions
Littleton, CO

Cabot Norit Americas, Inc.
Boston, MA

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

Pat Gericke, Utilities Admin. Assist.
William Clingman, Interim Finance Director
Darrell Dorsey, PGS Plant Superintendent

P2048

RESOLUTION 2019-69

WHEREAS, the City of Grand Island requested proposals for the Supply and Delivery of Powdered Activated Carbon for the Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on May 3, 2018, proposals were received, opened and reviewed; and

WHEREAS, Cabot Norit Americas, Inc., of Boston, Massachusetts, supplied the best overall proposal and a product that consistently passed all test requirements over a three-month period, in accordance with the terms of the advertisement and specifications, plans 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 proposal from Cabot Norit Americans, Inc., is hereby approved as the lowest responsible proposal for the Supply and Delivery of Powdered Activated Carbon for the Platte Generating Station until September 30, 2021.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item G-9

**#2019-70 - Approving Change Order No. 4 to Edith Abbott
Memorial Library Renovation**

Staff Contact: Steve Fosselman, Library Director

Council Agenda Memo

From: Steve Fosselman, Library Director

Meeting: February 26, 2019

Subject: Approving Change Order No. 4 to Edith Abbott Memorial Library Renovation

Presenter(s): Steve Fosselman, Library Director

Background

Cheever Construction of Lincoln, Nebraska was awarded a \$1,122,400.00 contract on June 12, 2018, via Resolution No. 2018-168, for renovations to the Edith Abbott Memorial Library. Change Order No. 1 was approved on October 23, 2018 via Resolution No. 2018-304 in the amount of \$3,365.93, modifying the total contract to \$1,125,765.93. Change Order No. 2 in the amount of \$1,546.00 and Change Order No. 3 in the amount of \$9,040.36 were approved on December 18, 2018 via Resolution No. 2018-382, modifying the total contract to \$1,136,352.29.

Discussion

As this construction contract nears completion, Change Order No. 4 to the referenced project is being requested to add pay items for additional carpeting, drywall repairs, painting, electrical work, door hardware, glass shelving changes, and a credit for a change in entry doors.

In order to complete this work Change Order No. 4 is necessary, which will result in a total contract increase of \$39,985.23, modifying the total contract to \$1,176,337.52.

The Grand Island Public Library Foundation is responsible for financing all costs for this project that are not provided by the Grimminger estate funds from the 295 Special Project Account and project-specific grant funds received by the City, as per Resolution No. 2018-164 approved by the City Council on June 12, 2018.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 4 in the amount of \$39,985.23 to Edith Abbott Memorial Library Renovation with Cheever Construction of Lincoln, Nebraska, modifying the total contract to \$1,176,337.52.

Sample Motion

Move to approve Change Order No. 4 in the amount of \$39,985.23 to Edith Abbott Memorial Library Renovation with Cheever Construction of Lincoln, Nebraska, modifying the total contract to \$1,176,337.52.



3425 North 44th Street
Lincoln, NE 68504
Ph : (402) 477-6745

Change Order

Project:

201820 Edith Abbott Library Renovatn
211 North Washington Street
Grand Island, NE 68801

Change Order: 4**Date: 1/30/2019****Architect's Project:****Contract Date: 6/13/2018****To Contractor:**

Cheever Construction Company
3425 North 44th Street
Lincoln, NE 68504

The original Contract Amount was	\$1,122,400.00
Net change by previously authorized Change Orders	\$13,952.29
The Contract Amount prior to this Change Order was	\$1,136,352.29
The Contract will be increased by this Change Order in the amount of	\$39,985.23
The new Contract Amount including this Change Order will be	\$1,176,337.52
The Contract Time will be unchanged.	
The date of Substantial Completion as of the date of this Change Order therefore is	

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACT AND OWNER.

ARCHITECT

The Clark Enersen Partners
1010 Lincoln Mall, Suite 200
Lincoln, NE 68508

CONTRACTOR

Cheever Construction Company
3425 North 44th Street
Lincoln, NE 68504

OWNER

Edith Abbott Memorial Library
211 N Washington St.
Grand Island, NE 68801

(Signature)

NICK HANNA

By

2/18/19

Date

(Signature)

Chris Pro

By

1/30/2019

Date

(Signature)

By

Date



3425 North 44th Street
Lincoln, NE 68504
Ph : (402) 477-6745

Change Order

Project:

201820 Edith Abbott Library Renovatn
211 North Washington Street
Grand Island, NE 68801

Change Order: 4

Date: 1/30/2019

Architect's Project:

Contract Date: 6/13/2018

To Contractor:

Cheever Construction Company
3425 North 44th Street
Lincoln, NE 68504

The Contract is changed as follows:

CR's 15, 17, 18, 19, 21, 22, 23, 24,25, 26, 27 & 28

15 Add Carpet to Rooms 130, 131, 133 & 134 & 135	\$14,623.92
17 Added Electrical Floor Box at Help Desk	\$7,416.22
18 refeed Power and Data Conduits	\$3,467.07
19 Misc. Electrical Work Orders	\$2,051.52
21 Change Shelving Near Column iat Makerspace 129B	\$346.12
22 Change the Entry Doors	\$-1,772.19
23 Added Door Hardware	\$2,917.41
24 Paint Study Rooms 133, 134 & 135	\$1,110.92
26 Misc. Electrical Work & Drywall Repair	\$8,716.00
27 Exit Light at Door 126	\$680.13
28 Electrical Work Order	\$428.11
Total:	\$39,985.23

RESOLUTION 2019-70

WHEREAS, on June 12, 2018, via Resolution No.2018-168, the City of Grand Island awarded Cheever Construction of Lincoln, Nebraska the bid in the amount of \$1,122,400.00 for renovations to the Edith Abbott Memorial Library; and

WHEREAS, on October 23, 2018, via Resolution No. 2018-304, City Council approved Change Order No. 1, in the amount of \$3,365.93 to such project, modifying the total contract to \$1,125,765.93; and

WHEREAS, on December 18, 2018, via Resolution No. 2018-382, City Council approved Change Order No. 2, in the amount of \$1,546.00 and Change Order No. 3 in the amount of \$9,040.36 to such project, modifying the total contract to \$1,136,352.29; and

WHEREAS, it has been determined that modifications need to be made to allow for additional carpeting, drywall repairs, painting, electrical work, door hardware, glass shelving changes, and a credit for a change in entry doors; and

WHEREAS, such modifications have been incorporated into Change Order No. 4; and

WHEREAS, the result of such modifications will increase the contract amount by \$39,985.23 for a revised contract price of \$1,176,337.52; and

WHEREAS, The Grand Island Public Library Foundation is responsible for financing all costs for this project that are not provided by the Grimminger estate funds from the 295 Special Project Account and project-specific grant funds received by the City, as per Resolution No. 2018-164 approved by the City Council on June 12, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 4 in the amount of \$39,985.23 between the City of Grand Island and Cheever Construction of Lincoln, Nebraska to provide the modifications for a revised contract price of \$1,176,337.52.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item G-10

**#2019-71 - Approving Agreement Addendum for Grand Island
Emergency Center to Join East Central 911 Regional Group**

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Emergency Management Director

Meeting: February 26, 2019

Subject: East Central 911 Interlocal Agreement

Presenter(s): Jon Rosenlund, Emergency Management Director

Background

As the Department prepares to upgrade its current 911 technologies, part of that proposal includes joining a shared 911 system managed by the East Central Regional 911 group. This is a collection of several Counties in East Central Nebraska who also use the Emergency Call Works 911 system for call taking. By sharing backroom equipment and distributing telephone calls to the various 911 Centers that have partnered together in this shared system, jurisdictions can save money and share costs of expensive backroom equipment, software and hardware maintenance. Joining this current interlocal agreement requires adopting the Addendum as attached. A previous addendum approved by the City Council in November 2018 required rewriting to meet changes in EC911 membership.

Discussion

As the State of Nebraska prepares to migrate to Next Generation 911 technologies, various jurisdictions are joining together into Regional 911 systems that include several counties sharing the costs of backroom equipment and maintenance agreements, all while operating their own 911 Centers. Calls are received by a pair of “hosts” that are placed in different parts of the region and then distributed to the participating 911 Centers through a data network. Sharing “host” equipment allows counties to decrease initial outlays for expensive backroom equipment and provides redundancy if a 911 Center is unable to take their calls, those calls can be distributed to a neighboring agency. Having two hosts also allows for “geo-diversification” of critical infrastructure so if one host is damaged or disconnected from 911 calls, those calls can all be routed to the other host until repairs or reconnection is made.

As Grand Island has already been using Emergency Call Works as our 911 System vendor, and the East Central 911 Region (EC911), comprising of Nance, Boone, Merrick, Polk, Saunders, Platte, Butler, and Hamilton counties, also uses Emergency Call Works, it is a natural fit to join with them as we plan our upgrades to the City Hall Center as well as equip our new facility on North Road. In this proposal, Hall County would join EC911 and become a full partner in their current interlocal agreement. Also, by joining in a

regionalized 911 system, Grand Island Emergency Center becomes eligible for quicker migration to NextGen911 with other East Central 911 Centers in the future as regional systems will be migrated by the State ahead of “stand alone” centers.

This proposal also includes moving 911 host equipment from Columbus, NE, to Grand Island. This provides us the chance to maintain this host inside City Hall where we would have direct connection to the host.

Due to changes in the East Central 911 group membership in late 2018, the first addendum requires a number of minor changes that acknowledged this new situation. This draft addendum has accommodated those minor changes.

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 Addendum Agreement to join the East Central Regional 911 System.

Sample Motion

Move to approve the Addendum Agreement to join the East Central Regional 911 System.

**ADDENDUM TO THE
INTERLOCAL COOPERATION AGREEMENT
EAST CENTRAL REGION
911 EMERGENCY COMMUNICATION EQUIPMENT SHARING
AGREEMENT ADDING GRAND ISLAND EMERGENCY CENTER**

WHEREAS, the Counties of Boone, Butler, Merrick, Nance, Polk, and Saunders and the City of Columbus acting as the Platte County public safety answering point (PSAP) entered into an Interlocal Agreement for 911 Emergency Communications Equipment Sharing dated September 16, 2013, hereinafter referred to as the "Agreement"; and

WHEREAS, the Agreement created the East Central 911 Region, hereinafter referred to as the "EC911", administered by the EC911 Governing Regional Committee comprised of a representative of each member governmental party to the Agreement; and

WHEREAS, by addendum to the Agreement on November 5, 2018, Hamilton County became a party to the Agreement as amended by said addendum, and

WHEREAS, EC911 and its members share a 911 Customer Premise Equipment (CPE) system thereby enabling multiple PSAPs to share backroom equipment thereby decreasing equipment and maintenance costs that would otherwise be borne by the individual EC911 members; and

WHEREAS, EC911 shares two nodes where 911 phone calls for EC911 are received and distributed to EC911 members for PSAPs through a private and secure data network known as NRIN; and

WHEREAS, the City of Grand Island and the County of Hall, through their Interlocal Agreement, established and operate the Grand Island Emergency Center hereinafter referred to as "GIEC," and

WHEREAS, GIEC currently hosts call routing equipment of EC911; and

WHEREAS, GIEC desires to become a party to the Agreement and a member of the EC911 Governing Regional Committee under such terms and conditions as set forth herein; and

WHEREAS, the member entities of EC911 together with GIEC desire to approve this Addendum to the Agreement thereby admitting GIEC as a party to the Agreement and a member of EC911 and its Governing Regional Committee.

NOW, THEREFORE, in consideration of the foregoing premises and mutual benefits provided by the Agreement and this Addendum, the EC911 members and GIEC agree as follows:

1. EC911 and GIEC acknowledge that pursuant to this Addendum, GIEC is being added as a party to the Agreement and therefore being granted membership in EC911.
2. GIEC will purchase and install upgraded equipment in both its main and alternate PSAP facilities for call taking. It is anticipated to occur in the spring of 2019, upon completion of the new GIEC PSAP facility.
3. GIEC will pay for moving an EC911 communications node and circuits from the Columbus Water Tower to GIEC and house the node in the Grand Island City Hall (GIEC's alternate PSAP). Calls coming to the nodes, including this new location, will be distributed to the new GIEC PSAP facility and all other current EC911 system partners through routing via NRIN.
4. GIEC will pre-pay for its own multi-year maintenance contract with CallWorks. This contract will be independent of the current EC911 maintenance contract and expiration date. The original EC911 counties, whose current agreement with CallWorks expires in 2022, may enter into a

separate, independent renewal agreement with CallWorks or a joint renewal agreement with GIEC, provided GIEC is credited with the cost for years already paid on its agreement.

5. When the GIEC PSAP has been fully integrated into the EC911 membership and system, the current contract between EC911 and GIEC for telecommunications equipment hosting shall be terminated by mutual agreement.
6. In the event that the EC911 agreement is terminated, dissolved or expires, all equipment purchased by GIEC will remain property of the GIEC, including but not limited to, distribution equipment, and workstations. It is acknowledged that the node and common CPE equipment is a shared property among all participants.
7. GIEC shall be a member of the EC911 Governing Regional Committee and its representative shall be designated in such manner as determined by the City of Grand Island and the County of Hall.
8. This Addendum shall be attached to and shall become a part of the Agreement and shall be effective as of the date hereof.
9. Nothing in this Addendum shall imply or prohibit the addition of future members to EC911 pursuant to the terms of the Agreement and this Addendum.
10. This Addendum may be executed in several counterparts, each of which will be an original but all of which together shall constitute one and the same instrument.
11. In the event that any of the terms, covenants or conditions of this Addendum or their application shall be held invalid as to any person, entity or circumstances by any court having jurisdiction, the remainder of this Addendum and the application and effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be affected thereby.

COUNTY OF BOONE
ALBION, NEBRASKA

BY: _____
CHAIRPERSON, BOONE COUNTY BOARD OF
COMMISSIONERS

Dated this ___ day of _____, 2019

COUNTY OF HAMILTON
AURORA, NEBRASKA

BY: _____
CHAIRPERSON, HAMILTON COUNTY BOARD OF
COMMISSIONERS

Dated this ___ day of _____, 2019

COUNTY OF POLK
OSCEOLA, NEBRASKA

BY: _____
CHAIRPERSON, POLK COUNTY BOARD OF
COMMISSIONERS

Dated this ___ day of _____, 2019

COUNTY OF BUTLER
DAVID CITY, NEBRASKA

BY: _____
CHAIRPERSON, BUTLER COUNTY BOARD OF
SUPERVISORS

Dated this ___ day of _____, 2019

COUNTY OF PLATTE
COLUMBUS, NEBRASKA

BY: _____
CHAIRPERSON, PLATTE COUNTY BOARD OF
SUPERVISORS

Dated this ___ day of _____, 2019

CITY OF COLUMBUS
COLUMBUS, NEBRASKA

BY: _____
MAYOR, CITY OF COLUMBUS

Dated this ___ day of _____, 2019

COUNTY OF SAUNDERS
WAHOO, NEBRASKA

BY: _____
CHAIRPERSON, SAUNDERS COUNTY BOARD OF
SUPERVISORS

Dated this ___ day of _____, 2019

COUNTY OF NANCE
FULLERTON, NEBRASKA

BY: _____
CHAIRPERSON, NANCE COUNTY BOARD OF
SUPERVISORS

Dated this ___ day of _____, 2019

COUNTY OF MERRICK
CENTRAL CITY, NEBRASKA

BY: _____
CHAIRPERSON, MERRICK COUNTY BOARD OF
SUPERVISORS

Dated this ___ day of _____, 2019

COUNTY OF HALL
GRAND ISLAND, NEBRASKA

BY: _____
CHAIRPERSON, HALL COUNTY BOARD OF
SUPERVISORS

Dated this ___ day of _____, 2019

CITY OF GRAND ISLAND, NEBRASKA

BY: _____

RESOLUTION 2019-71

WHEREAS, the City of Grand Island, Nebraska, operates an emergency 911 call center through interlocal agreement with Hall County; and

WHEREAS, the Grand Island Emergency Center, managed by the Grand Island Emergency Management Department is the Public Safety Answering Point (PSAP) for all of Hall County; and

WHEREAS, since 2013, the East Central 911 Region (EC911) has maintained an Interlocal Agreement to jointly purchase and operate a shared 911 system (Call Works) in order to decrease costs, increase redundancy and share resources through statewide networks; and

WHEREAS, Hamilton County has subsequently joined EC911 in November 2018, and

WHEREAS, the Grand Island Emergency Center has an opportunity, through the upgraded 911 Call Works system provided by Motorola Solutions, to join the EC911 Interlocal group and benefit from the shared technology as well as prepare for migration to Next Generation 911 technologies with the EC911 group, and

WHEREAS, members of the EC911 Committee have approved Grand Island Emergency Center joining the group as a full member by Interlocal Agreement and will forward the Addendum Adding Hall County to their respective County Boards for approval, and

WHEREAS, the Grand Island Emergency Center will purchase and maintain its 911 equipment in the new and alternate 911 facilities in Grand Island, as well as move the 911 host to City Hall for better redundancy and security, with the option to join EC911 in the common software maintenance contract in future years.

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

1. The Mayor is hereby authorized and directed to approve entry of the Grand Island Emergency Center into the East Central 911 on behalf of the City of Grand Island and the Grand Island Emergency Center.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item G-11

#2019-72 -Approving Nebraska Personnel Consultants, LLC to Perform Comparability Pay Studies

Staff Contact: Aaron Schmid, Human Resources Director

Council Agenda Memo

From: Aaron Schmid, Human Resources Director

Meeting: February 26, 2019

Subject: Approving Nebraska Personnel Consultants, LLC to Perform Comparability Pay Studies

Presenter(s): Aaron Schmid, Human Resources Director

Background

The City conducts wage and benefits surveys of our workforce in order to comply with Nebraska Revised Statute §48-818. The statute requires public employers to establish rates of pay and conditions of employment that are comparable to the prevalent pay and employment conditions of similar sized municipalities. In addition, wage and benefit data is used as a tool when negotiating collective bargaining agreements.

Discussion

This fiscal year the City will conduct labor negotiations with the Fraternal Order of Police (FOP) and the International Association of Firefighters (IAFF). The City is also due to complete a wage and benefit survey for the non-union workforce.

The City conducted a request for proposal for consulting services to perform the pay studies. Nebraska Personnel Consultants, LLC was the sole respondent to the request for proposal. The City has employed the services of Paul Essman, the managing partner of Nebraska Personnel Consultants, LLC, to complete the wage and benefit surveys for several years. Mr. Essman has consistently provided credible survey data based on his history and knowledge of the City. Essman's knowledge of NE Revised Statute §48-818 compliance and ability to serve as an expert witness for the Court of Industrial Relations (CIR) allows him to be a sole source provider.

Administration is seeking Council approval to utilize Nebraska Personnel Consultants, LLC for the surveys to be conducted this year and future surveys. The cost to complete the FOP, IAFF and non-union surveys is \$45,000.

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 Paul Essman of Nebraska Personnel Consultants, LLC to conduct salary and wage surveys for the City of Grand Island.

Sample Motion

Move to approve Nebraska Personnel Consultants, LLC to conduct salary and wage surveys for the City of Grand Island.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSAL
FOR
PROFESSIONAL CONSULTING SERVICES FOR PERFORMING
COMPARABILITY PAY STUDIES**

RFP DUE DATE: February 12, 2019 at 4:00 p.m.

DEPARTMENT: Human Resources

PUBLICATION DATE: January 25, 2019

NO. POTENTIAL BIDDERS: 1

SUMMARY OF PROPOSALS RECEIVED

Nebraska Personnel Consultants, LLC
Lincoln, NE

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

Tami Herald, HR Risk Mgt/Benefits Coor.
Patrick Brown, Finance Director

P2101

RESOLUTION 2019-72

WHEREAS, the City of Grand Island conducts comparability pay studies of its workforce; and

WHEREAS, a request for proposal was conducted and Nebraska Personnel Consultants, LLC was the sole respondent; and

WHEREAS, the cost of the services of Nebraska Personnel Consultants, LLC is \$45,000 to complete the FOP, IAFF and non-union surveys; and

WHEREAS, the services of Nebraska Personnel Consultants, LLC will be needed for future union and non-union comparability pay studies.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Nebraska Personnel Consultants, LLC to conduct comparability pay studies for labor negotiations and the non-union group in the amount of \$45,000 is hereby approved.

BE IT FURTHER RESOLVED that the City may use the services of Nebraska Personnel Consultants, LLC for future union and non-union surveys and designate Nebraska Personnel Consultants, LLC as a sole source provider.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on February 26, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form _____
March 8, 2019 City Attorney



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item G-12

#2019-73 - Approving Acquisition of Public Right-of-Way in the Northwest Quarter of Section 23, Township 11 North, Range 10 West- East of Engleman Road/South of Old Potash Highway (Parcel No. 400200918- The Guarantee Group, Inc.)

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

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

RESOLUTION 2019-73

WHEREAS, public right-of-way is required by the City of Grand Island, from The Guarantee Group, LLC, for construction of Moores Creek Drainage Ditch extension in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

A TRACT OF LAND LOCATED IN PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE S89°16'47"W (ASSUMED BEARING) ON THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 34.89 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND AS DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 201306251, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR HALL COUNTY, NEBRASKA AND THE POINT OF BEGINNING; THENCE N01°04'39"W ON THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 80.00 FEET; THENCE S89°16'47"W PARALLEL WITH AND 80.00 FEET DISTANCE FROM SAID SOUTH LINE, A DISTANCE OF 2163.96 FEET TO THE EAST LINE OF COPPER CREEK ESTATES NINTH SUBDIVISION; THENCE S01°04'46"E ON SAID EAST LINE, A DISTANCE OF 80.00 FEET TO SAID SOUTH LINE; THENCE N89°16'47"E ON SAID SOUTH LINE, A DISTANCE OF 2163.96 FEET TO THE POINT ON BEGINNING, CONTAINING 3.97 ACRES, MORE OR LESS.

WHEREAS, an Agreement for the public right-of-way has been reviewed and approved by the City Legal Department; and

WHEREAS, the cost of such acquisition is \$99,999.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the public right-of-way on the above described tract of land, in the amount of \$99,999.00.

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 26, 2019.

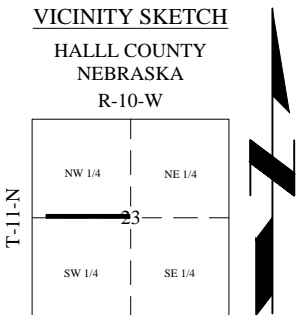
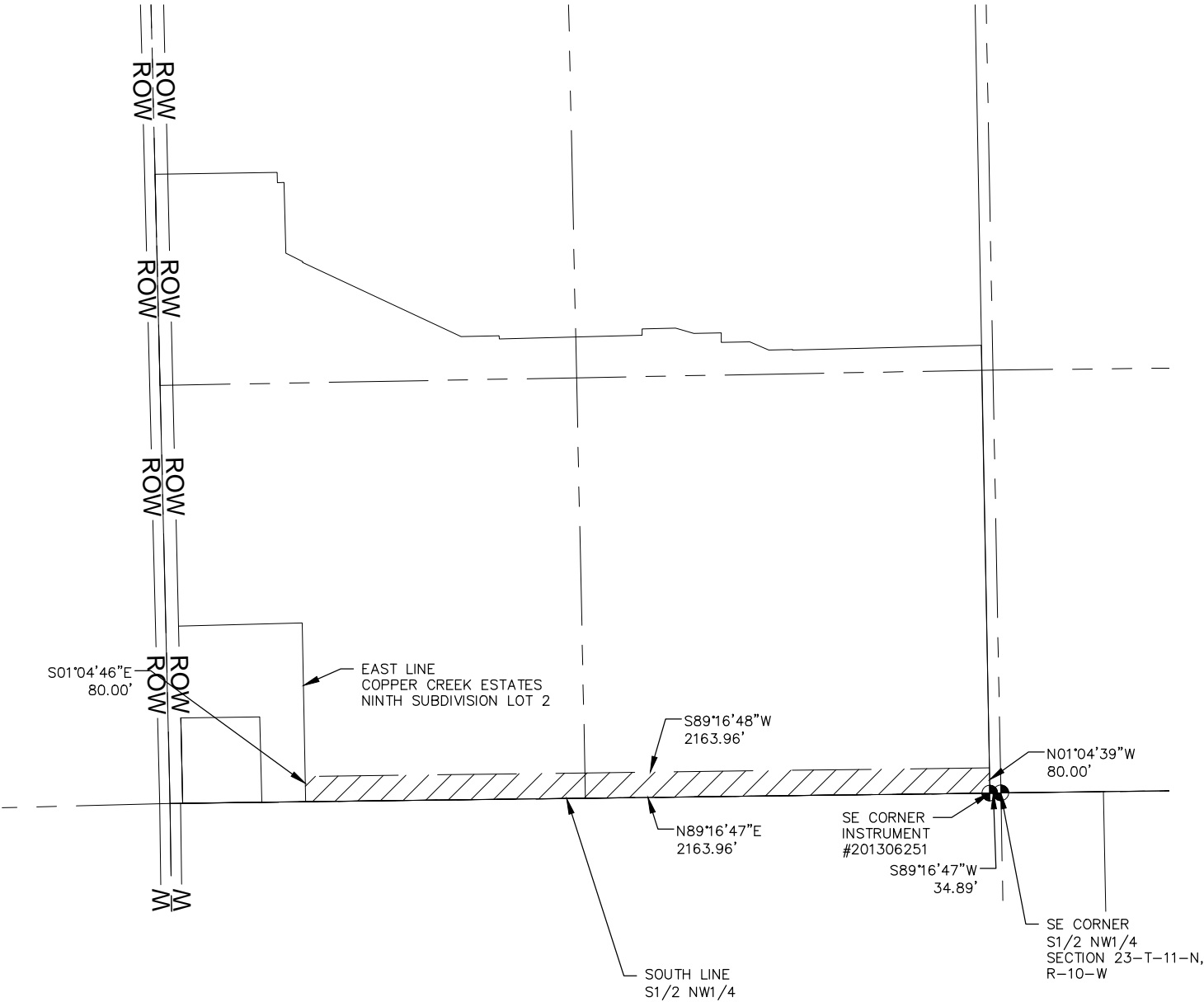
Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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

PROPOSED ACQUISITION TRACT 4



PROPOSED ACQUISITION TRACT 4-THE GUARANTEE GROUP LLC/O'CONNER

A TRACT OF LAND LOCATED IN PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE S89°16'47"W (ASSUMED BEARING) ON THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 34.89 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND AS DESCRIBED AND RECORDED IN INSTRUMENT NUMBER 201306251, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR HALL COUNTY, NEBRASKA AND THE POINT OF BEGINNING; THENCE N01°04'39"W ON THE EAST LINE OF SAID TRACT OF LAND, A DISTANCE OF 80.00 FEET; THENCE S89°16'47"W PARALLEL WITH AND 80.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 2163.96 FEET TO THE EAST LINE OF COPPER CREEK ESTATES NINTH SUBDIVISION; THENCE S01°04'46"E ON SAID EAST LINE, A DISTANCE OF 80.00 FEET TO SAID SOUTH LINE; THENCE N89°16'47"E ON SAID SOUTH LINE, A DISTANCE OF 2163.96 FEET TO THE POINT OF BEGINNING, CONTAINING 3.97 ACRES, MORE OR LESS.

NOTE: ALL BEARINGS ARE ASSUMED.

- LEGEND
- MONUMENT FOUND
 - MONUMENT SET
 - CALCULATED POINT
 - DEEDED DISTANCE
 - GOVERNMENT DISTANCE
 - M MEASURED DISTANCE
 - P PLATTED DISTANCE
 - R RECORDED DISTANCE

DATE	4/3/2018
SCALE	
DRAWN	BOW
JOB NO.	R161975.00
FIELD BOOK	HALL COUNTY #1
FIELD WORK	HH/AW
SHEET	1 OF 1
FILE NO.	TRACT 4



JEO CONSULTING GROUP INC
800.723.8567
Wahoo, NE 402-443-4661
www.jeo.com



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item G-13

**#2019-74 - Approving Purchase of One (1) 2019 Pipehunter
Articulating Sidekick Easement Machine for the Collection Crew
of the Wastewater Division of the Public Works Department**

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

Council Agenda Memo

From: Jon Menough PE, Wastewater Treatment Plant Engineer

Meeting: February 26, 2019

Subject: Approving Purchase of One (1) 2019 Pipehunter Articulating Sidekick Easement Machine for the Collection Crew of the Wastewater Division of the Public Works Department

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

Background

The Wastewater Division of the Public Works Department cleans/flushes sanitary sewer lines to facilitate efficient use of such system and aid in the maintenance and repair of sanitary sewer mains. Many of the areas the crew needs to access are smaller than what a vehicle and trailer can maneuver within, which leaves those areas without much attention.

Discussion

The Wastewater Division has funds budgeted in the 2018/2019 fiscal year for a new Articulating Sidekick Easement machine, which will enable the crew to access sanitary sewer mains in smaller areas. In 2013, the Grand Island City Council approved the use of the Huston-Galveston Area Council (HGAC) with Resolution No. 2013-193.

To meet competitive bidding requirements, the Wastewater Division obtained contract pricing from HGAC Contract No. SC01-18 awarded to Texas Underground, Inc. of Pearland, Texas.

Public Works staff is recommending the purchase of one (1) new 2019 Pipehunter Articulating Sidekick Easement machine from Texas Underground, Inc. of Pearland, Texas in the total amount of \$49,985.48.



Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of one (1) 2019 Pipehunter Articulating Sidekick Easement machine from Texas Underground, Inc. of Pearland, Texas in the total amount of \$49,985.48.

Sample Motion

Move to approve the resolution.



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract
No.:

SC01-18

Date
Prepared:

2/19/2019

*This Form must be prepared by Contractor and given to End User. End User issues PO to Contractor, and
MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548.
Please type or print legibly.*

Buying Agency:	Grand Island NE.	Contractor:	Texas Underground Inc.
Contact Person:	Scott Cameron	Prepared By:	Todd B Bolin
Phone:	308 385 8040	Phone:	800 373 1318
Fax:		Fax:	281-485-5953
Email:	scottc@grand-island.com	Email:	todd@pipehunter.com

Product Code:	HO59	Description:	Sidekick Easement Machine (Articulated Drive)
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	29,977.24
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B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Articulating Reel	4200	Rubber Track Upgrade	4000
200 FT 1" @2.99ft Jet Hose Piranha 600 FT Total	598	EXTEND TRAC 36" to 48"	4500
Double Roller Level Wind	295	Transport Trailer W Electric Brakes	4200
Manual Footage Counter	712		
Riding Plate	195		
12 Volt Plug	80		
LED WORK LIGHTS Mounted 2 @200.00	400		
Tiger Tail	85		
Dump Hose Valve Piping And Hose Attachment	345		
Outriggers For Tracks	773.24	Subtotal From Additional Sheet(s):	
Riding Plate	185	Subtotal B:	20568.24

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%
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D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	50545.48	=	Subtotal D:	50545.48
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E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
		Discount	-2800
		FREIGHT & TRAINING	2240
		Subtotal E:	-560

Delivery Date:	90-120	F. Total Purchase Price (D+E):	49985.48
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RESOLUTION 2019-74

WHEREAS, the Collection Crew of the Wastewater Division cleans/flushes sanitary sewer lines to facilitate efficient use of such system, and aid in the maintenance and repair of sanitary sewer mains; and

WHEREAS, many of the areas the crew needs to access are smaller than what a vehicle and trailer can maneuver within, which leaves those areas without much attention; and

WHEREAS, the Wastewater Division has funds budgeted in the 2018/2019 fiscal year for a new Articulating Sidekick Easement machine, which will enable the crew to access sanitary sewer mains in smaller areas; and

WHEREAS, to meet competitive bidding requirements, the Wastewater Division obtained contract pricing from HGAC Contract No. SC01-18 awarded to Texas Underground, Inc. of Pearland, Texas; and

WHEREAS, it is recommended to purchase one (1) new 2019 Pipehunter Articulating Sidekick Easement machine from Texas Underground, Inc. of Pearland, Texas in the total amount of \$49,985.48.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the purchase of one (1) new 2019 Pipehunter Articulating Sidekick Easement machine from Texas Underground, Inc. of Pearland, Texas in the total amount of \$49,985.48 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item G-14

**#2019-75 - Approving Bid Award for the 2019 Asphalt Resurfacing
Project No. 2019-AC-1**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: February 26, 2019

Subject: Approving Bid Award for the 2019 Asphalt Resurfacing Project No. 2019-AC-1

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

Background

On January 25, 2019 the Engineering Division of the Public Works Department advertised for bids for the 2019 Asphalt Resurfacing Project No. 2019-AC-1. There were four (4) potential bidders for this project. This year's work involves asphalt resurfacing on the following City streets.

Section #1 – 4th Street; BNSF Railroad to Beal Street

Section #2 – 4th Street; Congdon Avenue to 7th Street

Section #3 – Sky Park Road; 7th Street to White Cloud Road

Section #4 – Airport Road; Homestead Drive to Sky Park Road

Discussion

Three (3) bids were received and opened on February 14, 2019. The bids were submitted in compliance with the contract, plans, and specifications. A summary of the bids is shown below.

	Gary Smith Construction Co, Inc. of Grand Island, NE	J.I.L. Asphalt Paving Co. of Grand Island, NE	Vontz Paving, Inc. of Hastings, NE
Bid Section 1	\$39,250.05	\$47,903.28	\$43,792.63
Bid Section 2	\$59,551.80	\$60,483.22	\$60,508.54
Bid Section 3	\$465,042.60*	\$500,977.46	\$495,815.82
Bid Section 4	\$43,532.80	\$42,748.53*	\$43,367.33
<i>Grand Total =</i>	<i>\$607,377.25*</i>	<i>\$652,112.49*</i>	<i>\$643,484.32</i>

*corrected calculation

There are sufficient funds in Account No. 21033506-85354 to fund this 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 awarding a contract to Gary Smith Construction Co., Inc. of Grand Island, Nebraska in the amount of \$607,377.25 as the low compliant bid that meets specifications.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 14, 2019 at 2:00 p.m.
FOR: Asphalt Maintenance Project No. 2019-AC-1
DEPARTMENT: Public Works
ESTIMATE: \$1,350,000.00
FUND/ACCOUNT: 21033506
PUBLICATION DATE: January 25, 2019
NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder:	<u>Vontz Paving, Inc.</u>	<u>Gary Smith Const. Co., Inc.</u>
	Hastings, NE	Grand Island, NE
Bid Security:	North American Specialty Ins. Co.	Inland Insurance Co.
Exceptions:	None	None

Bid Price:		
Section 1:	\$ 43,792.63	\$ 39,250.05
Section 2:	\$ 60,508.54	\$ 59,551.80
Section 3:	\$495,815.82	\$465,042.10
Section 4:	<u>\$ 43,367.33</u>	<u>\$ 43,532.80</u>
Total:	\$643,484.32	\$607,376.75

Bidder:	<u>J.I.L. Asphalt Paving Co.</u>
	Grand Island, NE
Bid Security:	Granite Re, Inc.
Exceptions:	None

Bid Price:	
Section 1:	\$ 46,903.28
Section 2:	\$ 60,483.22
Section 3:	\$500,977.46
Section 4:	<u>\$ 44,679.03</u>
Total:	\$653,042.99

cc: John Collins, Public Works Director
Marlan Ferguson, City Administrator
Tim Golka, Engineer I

Catrina DeLosh, PW Admin. Assist.
Patrick Brown, Finance Director

P2102

RESOLUTION 2019-75

WHEREAS, the City of Grand Island invited sealed bids for Asphalt Resurfacing Project No. 2019-AC-1, according to plans and specifications on file with the City Engineer/Public Works Director; and

WHEREAS, on February 14, 2019 bids were received, opened, and reviewed; and

WHEREAS, Gary Smith Construction Co., 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 \$607,377.25; and

WHEREAS, Gary Smith Construction Co., Inc.'s bid was below the engineer's estimate for the project: and

WHEREAS, funds are available in the Fiscal Year 2018/2019 budget for this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Gary Smith Construction Co., Inc. of Grand Island, Nebraska in the amount of \$607,377.25 for Asphalt Maintenance Project No. 2019-AC-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 26, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item G-15

**#2019-76 - Approving Change Order No. 5 for Lift Station No. 20
Upgrade and Force Main Rehabilitation & Lift Station No. 14
Abandonment; Project No. 2017-S-1**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: February 26, 2019

Subject: Approving Change Order No. 5 for Lift Station No. 20 Upgrade and Force Main Rehabilitation & Lift Station No. 14 Abandonment; Project No. 2017-S-1

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

Background

The Diamond Engineering Company of Grand Island, Nebraska was awarded a \$2,306,455.27 contract on March 28, 2017, via Resolution No. 2017-88, for Lift Station No. 20 Upgrade and Force Main Rehabilitation & Lift Station No. 14 Abandonment; Project No. 2017-S-1.

On October 10, 2017, via Resolution No. 2017-276, City Council approved Change Order No. 1 in the amount of \$97,640.79, which allowed for replacement of Manhole No. 75 and extended the completion date from March 15, 2018 to April 14, 2018, resulting in a revised contract amount of \$2,404,096.06.

On April 10, 2018, via Resolution No. 2018-99, City Council approved Change Order No. 2 at no cost, which allowed for a time extension from April 14, 2018 to June 30, 2018.

On July 10, 2018, via Resolution No. 2018-202, City Council approved Change Order No. 3 at no cost, which allowed for a time extension from June 30, 2018 to August 31, 2018.

On January 8, 2019, via Resolution No. 2019-21, City Council approved Changed Order No. 4 in the amount of \$29,657.48, which allowed for quantities to be rectified, resulting in a revised contract amount of \$2,433,753.54.

Lift Station No. 20 pumped an average of 220,000 gallons per day. To accommodate anticipated growth to handle a daily flow rate of over 1 million gallons a day, upgrades to this lift station were necessary. The existing force main from Lift Station No. 20 was also in need of replacement and or repair due to poor pipe condition. The force main experienced multiple breaks in recent years.

The project was recognized as reaching substantial completion on November 1, 2018.

Elimination of Lift Station No. 14 and abandonment of the force main has been completed.

Discussion

Change Order No. 5, in the amount of \$2,675.00, is being requested to address necessary safety items, liquidated damages, and to update the completion date from August 31, 2018 to April 30, 2019. The revised contract amount will be \$2,436,428.54, upon Change Order No. 5 approval.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 5 for Lift Station No. 20 Upgrade and Force Main Rehabilitation & Lift Station No. 14 Abandonment; Project No. 2017-S-1 with The Diamond Engineering Company of Grand Island, Nebraska.

Sample Motion

Move to approve the resolution.



CHANGE ORDER NO. 5

PROJECT: Lift Station No. 20 Upgrade and Force Main Rehabilitation & Lift Station No. 14 Abandonment;
Project No. 2017-S-1

CONTRACTOR: The Diamond Engineering Company

AMOUNT OF CONTRACT: \$2,306,455.27

CONTRACT DATE: March 29, 2017

Contract Price Prior to this Change Order.....	\$2,306,455.27
Net Increase from Change Order No. 1.....	\$ 97,640.79
Net Change from Change Order No. 2.....	\$ 0.00
Net Change from Change Order No. 3.....	\$ 0.00
Net Change from Change Order No. 4.....	\$ 29,657.48

LS No. 20

CO5-1	Remove Bollard and Install Safety Chain	\$ 1,675.00	+ 1.00	LS	\$ 1,675.00
CO5-2	Raise JIB Crane	\$ 11,000.00	+ 1.00	LS	\$ 11,000.00
CO5-3	Liquidated Damages (10/1/2018 through 12/21/2018)	\$ (10,000.00)	+ 1.00	LS	\$ (10,000.00)

Subtotal LS No. 20 Change Order No. 5= \$2,675.00

Net Increase Resulting from this Change Order..... **\$ 2,675.00**

Revised Contract Price Including this Change Order.....
\$2,436,428.54

Notice to Proceed Date -----	March 30, 2017
Original Completion Date -----	March 15, 2018
First Revised Completion Date -----	April 14, 2018
Second Revised Completion Date -----	June 30, 2018
Third Revised Completion Date -----	August 31, 2018
Fourth Revised Completion Date -----	April 30, 2019

The Above Change Order Accepted:

The Diamond Engineering Company

By _____ Date _____

Approval Recommended:

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

Approved for the City of Grand Island, Nebraska

By _____ Date _____
Mayor

Attest _____
City Clerk

RESOLUTION 2019-76

WHEREAS, on March 28, 2017, via Resolution No.2017-88, the City of Grand Island awarded The Diamond Engineering Company of Grand Island, Nebraska the bid in the amount of \$2,306,455.27 for Lift Station No. 20 Upgrade and Force Main Rehabilitation & Lift Station No. 14 Abandonment; Project No. 2017-S-1; and

WHEREAS, on October 10, 2017, via Resolution No. 2017-276, City Council approved Change Order No. 1 to the original agreement, which allowed for replacement of Manhole NO. 75 and extended the completion date from March 15, 2018 to April 14, 2018 in the amount of \$97,640.79; and

WHEREAS, on April 10, 2018, via Resolution No. 2018-99, City Council approved Change Order No. 2 at no cost, which allowed for a time extension from April 14, 2018 to June 30, 2018; and

WHEREAS, on July 10, 2018, via Resolution No. 2018-202, City Council approved Change Order No. 3 at no cost, which allowed for a time extension from June 30, 2018 to August 31, 2018; and

WHEREAS, on January 8, 2019, via Resolution No. 2019-21, City Council approved Change Order No. 4 in the amount of \$29,657.48, which allowed for quantities to be rectified, resulting in a revised contract amount of \$2,433,753.54; and

WHEREAS, it has been determined that additional items need to be addressed, consisting of safety issues, liquidated damages, and an update to the completion date from August 31, 2018 to April 30, 2019 to complete such project; and

WHEREAS, such modifications have been incorporated into Change Order No. 5; and

WHEREAS, the cost of Change Order No. 5 is \$2,675.00, for a revised contract agreement amount of \$2,436,428.54.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 5, in the amount of \$2,675.00, between the City of Grand Island and The Diamond Engineering Company of Grand Island, Nebraska to provide the modifications.

- - -

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

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item G-16

#2019-77 - Approving Agreement for Utility Relocation Services to be performed by AT&T for the North Broadwell Drainage; Project No. 2018-D-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: February 26, 2019

Subject: Approving Agreement for Utility Relocation Services to be performed by AT&T for the North Broadwell Drainage; Project No. 2018-D-1

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

Background

The North Broadwell Drainage; Project No. 2018-D-1 will consist of removing trees and re-grading the ditch to allow for proper maintenance and improved channel flow.

The improvements require that utilities owned by AT&T are relocated due to the elevation of the ditch rework.

All agreements must be approved by the City Council.

Discussion

During the project design process, Public Works staff worked with officials from AT&T to review impacts the drainage improvements would have on their existing infrastructure. It was determined the AT&T infrastructure within with the North Broadwell Drainage; Project No. 2018-D-1 would need to be lowered.

The estimated cost for the relocation work of AT&T's infrastructure is \$20,000.00, of which the City of Grand Island is responsible for 57.5%, resulting in an anticipated City cost of \$11,500.00.

Construction award of the North Broadwell Drainage; Project No. 2018-D-1 is on the agenda at tonight's meeting.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the agreement for Utility Relocation Services to be performed by AT&T for the North Broadwell Drainage; Project No. 2018-D-1.

Sample Motion

Move to approve the agreement.

REIMBURSEMENT AGREEMENT

This AGREEMENT made this _____ day of _____, 2019 by and between AT&T Corp., on behalf of itself and its affiliated companies, which has a place of business at 3450 Riverwood Parkway, S. E., Room 162, Atlanta, GA 30339 (“AT&T”) And The City of Grand Island, NE, which has a place of business at PO Box 1968, 100 East 1st St. Grand Island, NE 68802 (“Developer”).

WITNESSETH:

WHEREAS, AT&T is a grantee of an **Easement** in the County of Hall, State of Nebraska (the “Easement”); and

WHEREAS, the **Easement Area** and any AT&T buried cable and associated facilities that have been placed within the **Easement Area** will be adversely impacted by Developer’s proposed construction within the **Easement** strip; and

WHEREAS, Developer will reimburse AT&T for AT&T’s cost of protecting, relocating and/or lowering a section of the AT&T Grand Island to Prospect Valley (Core HA-1) Cable (the “Cable”).

NOW THEREFORE, the parties agree as follows:

1. AT&T will provide engineering, plant protection, labor, materials, and supervision necessary to protect, relocate and/or lower the Cables, as deemed necessary in AT&T’s sole judgment (the “Work”). The Work is more particularly described in attached Exhibit A. The starting date will be set by the parties so that the Work can be completed as expeditiously as practicable.

2. Developer shall pay AT&T the actual cost of the Work, which is estimated to be Eleven Thousand Five Hundred Dollars & 00/100 (\$11,500.00), as shown on attached Exhibit B.

The estimated cost shall be paid by Developer upon completion of project. Developer acknowledges that the estimated cost does not include rock removal costs and that if rock removal is required, the actual cost may greatly exceed the estimated cost. Upon completion of the Work, AT&T will send a final invoice to Developer for the actual cost of the Work. If the actual cost is greater than the estimated amount, Developer will pay to AT&T the difference within thirty (30) days from the invoice date. If the actual cost is less than the estimated amount, AT&T shall reimburse Developer the difference within sixty (60) days from the invoice date. Exhibits A and B are only good for sixty (60) days from the date of receipt of this agreement.

3. Developer agrees to exercise all due caution while working near the Cable, in order to prevent damage to the Cable. Developer agrees:

AT&T Confidential

1

(a) to notify AT&T by telephone at 1-800 252-1133 at least forty-eight (48) hours prior to performing any construction, demolition or repairs at the Cable location;

(b) not to use at the Cable location any tool, equipment, or the machinery capable of being operated within ten (10) feet of the Cable;

(c) to perform construction, demolition, repair, modifications, additions and any other activities in compliance with all applicable laws and regulations and in a manner that does not interfere with the operations of AT&T; and

(d) not to work at the Cable location without AT&T's prior authorization and AT&T's On-Site Work Force personnel being present during the work.

4. Developer (the "Indemnifying Party") shall indemnify, defend and hold harmless AT&T (the "Indemnified Party") from and against any and all claims, demands, actions, losses, damages, assessments, charges, judgments, liabilities, costs and expenses (including reasonable attorneys' fees and disbursements) that may from time to time be asserted by third parties against the Indemnified Party because of any personal injury, including death, to any person or loss of, physical damage to or loss of use of real or tangible personal property, to the extent caused by the negligence or misconduct of the Indemnifying Party, its agents, employees or contractors. For purposes of indemnifications set forth in this Agreement, "Indemnified Party" means AT&T, its affiliates, subsidiaries, parent, successors and assigns and its and their employees, directors, officers, agents, contractors and subcontractors. The Indemnified Party:

4.1 shall notify the Indemnifying Party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the Indemnifying Party is prejudiced thereby;

4.2 shall have the right to participate in such defense or settlement with its own counsel and at its own expense, but the Indemnifying Party shall have control of this defense or settlement; and

4.3 shall reasonably cooperate with the defense.

5. AT&T makes no warranties, express or implied, including any implied warranties as to merchantability or fitness for a particular purpose.

6. Notwithstanding any provision of this agreement to the contrary, except as provided in Section 4, in no event shall either party be liable to the other party for any special, incidental, indirect, punitive, reliance or consequential damages, whether foreseeable or not, including, but not limited to, loss of profits or revenue, cost of capital, cost of replacement services, or claims of customers or of other third parties, occasioned by any cause whatsoever, including, without limitation, breach of contract, breach of warranty, negligence or strict liability.

7. Insurance

- a. With respect to Developer's performance under this Agreement, and in addition to Developer's obligation to indemnify, Developer **if** they are performing any work hereunder or their contractors, at Developer's sole cost and expense shall:
- i. maintain the insurance coverages and limits required by this Section and any additional insurance and/or bonds required by law:
 1. at all times during the term of this Agreement and until completion of all Work associated with this Agreement, whichever is later; and
 2. with respect to any coverage maintained in a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all Work associated with this Agreement, whichever is later. If a "claims-made" policy is maintained, the retroactive date must precede the commencement of Work under this Agreement;
 - ii. require each subcontractor who may perform Work under this Agreement or enter upon the Work site to maintain coverages, requirements, and limits at least as broad as those listed in this Section from the time when the subcontractor begins Work, throughout the term of the subcontractor's Work and, with respect to any coverage maintained on a "claims-made" policy, for two (2) years thereafter;
 - iii. procure the required insurance from an insurance company eligible to do business in the state or states where Work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, Developer may procure insurance from the state fund of the state where Work is to be performed; and
 - iv. deliver to AT&T certificates of insurance stating the types of insurance and policy limits. Developer shall provide or will endeavor to have the issuing insurance company provide at least 30 days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to AT&T. Developer shall deliver such certificates:
 1. prior to execution of this Agreement and prior to commencement of any Work;
 2. prior to expiration of any insurance policy required in this Section; and
 3. for any coverage maintained on a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all Work associated with this Agreement, whichever is later.
- b. The Parties agree:
- i. the failure of AT&T to demand such certificate of insurance or failure of AT&T to identify a deficiency will not be construed as a waiver of Developer's obligation to maintain the insurance required under this Agreement;

- ii. that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Developer, nor be deemed as a limitation on Developer's liability to AT&T in this Agreement;
 - iii. Developer may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and
 - iv. Developer is responsible for any deductible or self-insured retention.
- c. The insurance coverage required by this Section includes:
- i. Workers' Compensation insurance with benefits afforded under the laws of any state in which the Work is to be performed and Employers Liability insurance with limits of at least:
 \$500,000 for Bodily Injury – each accident
 \$500,000 for Bodily Injury by disease – policy limits
 \$500,000 for Bodily Injury by disease – each employee
 To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T, its Affiliates, and their directors, officers and employees.
 In states where Workers' Compensation insurance is a monopolistic state-run system, Developer shall add Stop Gap Employers Liability with limits not less than \$500,000 each accident or disease.
 - ii. Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least:
 \$2,000,000 General Aggregate limit
 \$1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence
 \$1,000,000 each occurrence limit for Personal Injury and Advertising Injury
 \$2,000,000 Products/Completed Operations Aggregate limit
 \$1,000,000 each occurrence limit for Products/Completed Operations
 The Commercial General Liability insurance policy must:
 - 1. include AT&T, its Affiliates, and their directors, officers, and employees as Additional Insureds. Developer shall provide a copy of the Additional Insured endorsement to AT&T. The Additional Insured endorsement may either be specific to AT&T or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within 60 days of execution of this Agreement and within 60 days of each Commercial General Liability policy renewal;
 - 2. include a waiver of subrogation in favor of AT&T, its Affiliates, and their directors, officers and employees; and

3. be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T.
- ii. Business Automobile Liability insurance with limits of at least \$1,000,000 each accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.

8. Developer shall keep the Cable and other property of AT&T free from all mechanic's, artisan's, materialman's, architect's, or similar services' liens which arise in any way from or as a result of its activities and cause any such liens which may arise to be discharged or released.

9. Except for payment of the cost of the Work, neither party shall have any liability for its delays or its failure in performance due to: fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the Elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other causes beyond its control, whether or not similar to the foregoing.

10. A party shall be in default if it fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for thirty (30) days after receipt of written notice (fourteen (14) days in the case of Developer's failure to pay AT&T the estimated and/or actual cost of the Work); provided, however, that when such default (excluding Developer's non-payment) cannot reasonably be cured within such thirty (30) day period, this period will be extended if that party promptly commences to cure the same and prosecutes such curing with due diligence. Upon the default by a party, the other party may terminate this Agreement and pursue any legal remedies it may have under applicable law or principles of equity.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns. Developer shall not assign, transfer, or dispose of this Agreement or any of its rights or obligations hereunder without prior written consent of AT&T; provided, however, that Developer may assign or transfer this Agreement to a controlling or controlled affiliate or to a successor in the event of reorganization, including a merger or sale of substantially all of its assets, without the consent of AT&T. An assignment, transfer or disposition of this Agreement by Developer shall not relieve Developer of any of its obligations under this Agreement. AT&T shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in part, to any party. An assignment, transfer or disposition of this Agreement by AT&T shall not relieve AT&T of any of its obligations under this Agreement. Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

12. Any demand, notice or other communication to be given to a party in connection with this Agreement shall be given in writing and shall be given by personal delivery, by registered or certified mail, return receipt requested, or by commercial overnight delivery

service addressed to the recipient as set forth below or to such other address or individual, as may be designated by notice given by the party to the other:

AT&T:
AT&T CORP.
3450 Riverwood Parkway, S. E.
Atlanta, GA 30339
Room 162-SP
Attention: Right of Way Dept.

With a copy to:

AT&T
One AT&T Way
Room 3A105
Bedminster, NJ 07921
Attention: Legal Department – Network Services

Developer:
City of Grand Island, NE
Attn: Roger G. Steele, Mayor
PO Box 1968
100 East 1st St.
Grand Island, NE 68802

Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and if given by registered or certified mail, return receipt requested or by commercial overnight delivery service on the date of receipt thereof.

13. The failure of either party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, and said provision shall nevertheless be and remain in full force and effect.

14. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Nebraska without reference to its choice of law principles.

15. Each party represents and warrants that:

- (a) It has full right and authority to enter into, execute, deliver and perform its obligations under this Agreement;
- (b) It has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement;
- (c) This Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to

bankruptcy, insolvency, creditors' rights and general equitable principles;
and

- (d) Its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state or federal government agency, court or body.

16. This Agreement constitutes the entire and final agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior oral and written communications, understandings and agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are an integral part hereof and are hereby made a part of this Agreement. This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each party.

17. Each action or claim against any party arising under or relating to this Agreement shall be made only against such party as a corporate, and any liability relating thereto shall be enforceable only against the corporate assets of such party. No party shall seek to pierce the corporate veil or otherwise seek to impose any liability relating to, or arising from, this Agreement against any shareholder, employee, officer or director of the other party. Each of such persons is an intended beneficiary of the mutual promises set forth in this Section 17 and shall be entitled to enforce the obligations of this Section 17.

18. The relationship between the parties shall not be that of partners, agents or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes. The parties, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

19. This Agreement and each of the parties' respective rights and obligations under this Agreement shall be binding upon and shall inure to benefit of the parties and each of their respective permitted successors and assigns.

20. No provision of this Agreement shall be interpreted to require any unlawful action by either party. If any section or clause of this Agreement is held to be invalid or unenforceable, then the meaning of that section or clause shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in full force and effect. However, in the event such a section or clause is an essential element of the Agreement, the parties shall promptly negotiate a replacement that will achieve the intent of such unenforceable section or clause to the extent permitted by law.

21. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the date first above set forth.

City of Grand Island, NE

AT&T CORP.

By: _____

By: _____

Name: Roger G. Steele

Name: _____

Title: Mayor

Title: _____

Tax ID: _____

Date: _____

Date: _____

EXHIBIT A

Scope of Work

Engineering and Inspecting, Mobilization, Traffic Control, Excavating and lowering to depths of 11' for 80 LF, Shore boxes and trench safety precautions, Ring cutting and adding additional conduit as required including pulling slack cable, if required, Relocation of 3 AT&T Marker Poles within project scope.

EXHIBIT B

ESTIMATED COST

Engineering and Inspection Total:	\$ 9,000.00
Construction Total:	\$ 11,000.00

Total Cost of Project	\$ 20,000.00
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AT&T Responsibility	42.50%	\$8,500.00
City of Grand Island	57.50%	\$11,500.00

TOTAL DUE (as shown on page 1)	\$ 11,500.00
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RESOLUTION 2019-77

WHEREAS, the City of Grand Island has developed the North Broadwell Drainage; Project No. 2018-D-1 to allow for proper maintenance and improved channel flow; and

WHEREAS, the improvements require that utilities owned by AT&T are relocated due to the elevation of the ditch rework; and

WHEREAS, the estimated cost for the relocation work of AT&T's infrastructure is \$20,000.00, of which the City of Grand Island is responsible for 57.5%, resulting in an anticipated City cost of \$11,500.00; and

WHEREAS, the City of Grand Island and AT&T wish to enter into a Reimbursement Agreement to provide relocation of the affected AT&T infrastructure.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is hereby authorized and directed to sign the attached Reimbursement Agreement between the City of Grand Island, Nebraska and AT&T.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item G-17

#2019-78 - Approving Agreement with Nebraska Department of Transportation (NDOT) for Improvements to US Highway 30 Bridges in Grand Island; Project No. NH-30-4(162); Control No. 42776

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: February 26, 2019

Subject: Approving Agreement with Nebraska Department of Transportation (NDOT) for Improvements to US Highway 30 Bridges in Grand Island; Project No. NH-30-4(162); Control No. 42776

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

Background

The Nebraska Department of Transportation (NDOT) is preparing plans for improvements to US Highway 30 bridges at the junction of US Highway 30 and US Highway 281/North 2 and from the intersection of US Highway 30 and Old Lincoln Highway east to the intersection of US Highway 30 and Grant Street, with the City cost sharing on the portion within City limits.

All agreements must be approved by the City Council.

Discussion

The improvements to US Highway 30 consist of the following:

- Repairing and milling the existing roadway and resurfacing with asphalt
- Replacing approaches, remodeling abutments and wing walls, replacing or constructing median barrier, and sidewalk overlay, as well as other necessary repairs

The total cost of work within City limits is currently estimated to be \$1,842,000.00 with the City's share at \$213,200.00. The actual cost is likely to be greater than the preliminary estimates as details of design are further developed. The agreement is attached for further review.

Alternatives

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

1. Move to approve

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

Recommendation

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

Sample Motion

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

MUNICIPALITY FINANCIAL AGREEMENT STATE PROJECTS

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
CITY OF GRAND ISLAND
PROJECT NO. NH-30-4(162)
CONTROL NO. 42776
IN GRAND ISLAND BRIDGES

THIS AGREEMENT is between City of Grand Island, a municipal corporation of the State of Nebraska ("Municipality"), and State of Nebraska, Department of Transportation ("State"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, State intends to improve a portion of State Highway US-30 at the location as shown on Exhibit "A"; and

WHEREAS, State intends that the improvement be developed and constructed under the designation of Project No. NH-30-4(162); and

WHEREAS, the improvement is located within the designated urban area of Grand Island, Nebraska, and funds administered by State will be made available for the construction of this project; and

WHEREAS, this Agreement is related to the portion of the project on State Highway US-30 located within Municipality's corporate limits; and

WHEREAS, the improvements on this project will include repair and milling the existing concrete roadway, resurfacing with asphalt and improvements to three structures, and

WHEREAS, pedestrian access on two structures will be temporarily closed during construction for approximately 40 working days and a pedestrian detour will be provided, and

WHEREAS, night time closures will be necessary while overlaying the bridge decks, and

WHEREAS, Parties intend that this Agreement describe certain roles and responsibilities applicable to this project; and

Project No. NH-30-4(162)
Control No. 42776
In Grand Island Bridges

Page 1 of 12

Template T-AGR-20 Revised 9-5-18

WHEREAS, concerning Municipality's share of the project costs, Federal Regulations provide that Municipality shall not profit or otherwise gain from special assessments that exceed Municipality's share of project costs; and

WHEREAS, City Council has authorized the Mayor to sign this Agreement, as evidenced by the Resolution of City Council, as shown on Exhibit "D"; and

WHEREAS, the Parties understand that this Agreement will be posted to a publically accessible database of State agreements pursuant to the requirements Neb. Rev. Stat. § 84-602.02; and

WHEREAS, the project work within the corporate limits is described below in Section 2.

NOW THEREFORE, in consideration of these facts and the mutual promises of the Parties hereto, the Parties agree as follows:

SECTION 1. DURATION OF THE AGREEMENT

- 1.1 *Effective Date*** - This Agreement is effective immediately on the date it is fully executed by the Parties. The Mayor is authorized by the City Council to execute this Agreement, as evidenced by the Resolution of City Council, attached as Exhibit "D" and incorporated herein by this reference
- 1.2 *Renewal, Extension or Amendment*** - This Agreement may be renewed, extended or amended by mutual agreement or as otherwise provided herein.
- 1.3 *Identifying Date*** - For convenience, this Agreement's identifying date will be the date the State signed the Agreement.
- 1.4 *Duration*** - This Agreement will remain in full force and effect for future responsibilities of Municipality described herein, such as for parking, encroachments and maintenance, unless such responsibilities have been rescinded by State. State will treat the remainder of this Agreement as inactive upon the happening of either (1) the waiver of an audit review, or (2) the final completion of an audit review by the State or its authorized representative and the resolution of all issues identified in the audit report.
- 1.5 *Termination*** - Further, State reserves the right to terminate the Agreement as provided herein.

SECTION 2. DESCRIPTION OF THE WORK WITHIN THE CORPORATE LIMITS

- 2.1 The Parties agree State will develop plans and specifications and cause the project to be constructed at the location shown on Exhibit "A", attached and incorporated herein by this reference, and in accordance with plans and specifications and the provisions of this Agreement. Generally, the improvements to be constructed within the corporate limits include the following:
- 2.1.1 Repairing and milling the existing roadway and resurfacing with asphalt at: the junction of US-30 and US-281/N-2 at R.P. 312+93; and from the intersection of US-30 and Old Lincoln Highway at R.P. 313+66 east to the intersection of US-30 and Grant Street at R.P. 314+10.
- 2.1.2 Improvements to Structure Nos. S030 31293, S030 31379, and S030 31389 at the locations shown on Exhibit "A". Improvements include replacing approaches, remodeling abutments and wing walls, replacing or constructing median barrier, and, sidewalk overlay, other repairs.
- 2.2 During the work on structures S030 31379 and S030 31389, pedestrian access will be temporarily closed for approximately 40 working days. A pedestrian detour will be provided along North Clay Street, West 3rd Street, North Blaine Street, West Old Lincoln Highway, and West Old Potash Hwy., as shown on Exhibit "B", attached and incorporated herein by this reference. The detour route will require new sidewalk, driveway replacement, utility relocation, and curb ramps at several locations.
- 2.3 During work on the structures, night time closures will be necessary and is anticipated to be for 4-6 nights. A roadway detour will be provided along North Broadwell Ave., West 3rd Street., North Blaine Street, West Old Lincoln Highway, and West Old Potash Hwy. as shown on Exhibit "C", attached and incorporated herein by this reference.

SECTION 3. STATE RESPONSIBILITIES

State shall:

- 3.1 Prepare at its sole discretion, plans and specifications for State's proposed subject project. State will deliver these plans and specifications to Municipality prior to construction. State has sole authority to modify the plans or specifications as necessary to complete the proposed improvements.

- 3.2 Acquire all property rights for Right of Way (ROW) for the project that will not be acquired by Municipality.
- 3.3 Advertise and conduct a letting and receive bids on the proposed improvement. State has the sole authority to determine, and award the contract to, the lowest responsible bidder. State shall sign the construction contract.
- 3.4 Supervise and cause completion of the construction of the improvement as shown in the construction contract documents and modifications thereto. State has sole authority to execute any contractor change orders-supplemental agreements required for construction of the project within Municipality's corporate limit. State will notify the Municipality of any contractor change orders-supplemental agreements that increase Municipality's cost.
- 3.5 Reimburse, when applicable, Municipality for the nonbetterment relocation of municipally owned utility facilities as provided in SECTION 10. UTILITY RELOCATION WORK.
- 3.7 State has statutory authority under Neb. Rev. Stat 39-1346 to designate the municipal street shown on Exhibit "C" as a detour for the State Highway System.
- 3.8 The State Project Manager and Municipality's Street Superintendent will inspect and document the conditions of the municipal street to be designated as a state highway detour prior to its use as a detour route. In conformance with Neb. Rev. Stat. § 39-1347, the State agrees to maintain the municipal street during its use as a detour and to return said municipal street to the Municipality at the conclusion of its use as a detour in as good condition as existed prior to when it was designated as a state highway detour, except for ordinary wear and tear.
- 3.9 State will notify the Municipality in writing when the State assumes jurisdictional responsibility for the municipal street and to notify the Municipality in writing when the municipal street is returned to the jurisdictional responsibility of the Municipality.
- 3.10 State will bear the cost of changes required to municipal street to prepare it for use as a detour for state highway traffic and that these changes will be made without cost to the Municipality.
- 3.11 State will bear the cost of the operation and maintenance of the municipal street as a detour for highway traffic while the municipal street is designated as a detour for state highway traffic.

SECTION 4. MUNICIPALITY RESPONSIBILITIES.

Municipality shall, with respect to the portion of the project within its corporate limits, and at no cost to State:

- 4.1 Regulate, to the extent Municipality has authority to do so, all future development and use of property adjoining the public ROW as described in SECTION 6. MUNICIPALITY'S DUTIES AND RIGHTS REGARDING RIGHT OF WAY.
- 4.2 Require that all future entrances from private property to the highway ROW within the limits of this project receive approval of the Director-State Engineer, Department of Transportation or authorized representative, pursuant to Neb. Rev. Stat. § 39-1332 prior to Municipality approval or Municipality issuing a building permit for the site.
- 4.3 Cause the removal of all advertising signs from the existing highway ROW. Municipality also agrees to cause the removal from the existing highway ROW of other privately owned encroachments, facilities, objects, structures, or things, and to keep the existing and new highway ROW free of future encroachments, facilities, objects, structures, or things, except those authorized by permit from Municipality and approved by State and Federal Highway Administration.
- 4.4 Comply with, for project work performed by Municipality, the provisions of the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §§ 48-1101 - 48-1126, and all regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR, Parts 21 and 27, as set forth in the SECTION 17. TITLE VI NONDISCRIMINATION CLAUSES.
- 4.5 Perform the present and future duties assigned to Municipality under this Agreement at its sole cost except when costs are specifically reimbursable under this Agreement.
- 4.6 Obtain approval of State, with Federal Highway Administration concurrence, prior to making or causing changes in the roadway geometrics, either during project construction or after the project is completed. Changes that require prior approval include but are not limited to: access control, driveways, median breaks, parking restrictions or any other traffic control items.
- 4.7 Amend ordinances, as necessary, to establish pavement or ground elevations shown in the plans when proposed construction involves a change in elevations established by a pre-existing ordinance.

- 4.8 If the Municipality procures consultant services for preliminary engineering and construction engineering for nonbetterment rehabilitation of municipally owned and operated utilities by the Municipality, the Municipality agrees to comply with Chapter 4 of the "Nebraska Department of Transportation LPA Guidelines Manual for Federal-Aid Projects".

SECTION 5. CONSTRUCTION SCHEDULE

State will determine the construction schedule for this project.

SECTION 6. MUNICIPALITY'S DUTIES AND RIGHTS REGARDING RIGHT OF WAY

- 6.1 Encroachments: Municipality and State will cooperate to cause the removal of encroachments from public ROW, or correction or alteration in the public ROW, as necessary for the construction of the aforesaid project.
- 6.2 Adjacent Development: Municipality understands that State highway ROW shall be held inviolate for State highway purposes pursuant to Neb. Rev. Stat. § 39-1359, and no physical or functional encroachments, structures, or uses shall be permitted within such right-of-way limits, except by written consent of State. Municipality will regulate, to the fullest extent allowed by law, the private or non-transportation related public development of property adjoining the public ROW, to prevent future encroachment or uses of the public ROW, except by written consent of State. Municipality shall not issue a building permit for an adjacent property which requires work on the state highway right of way unless State has given advanced written approval of the proposed plans.
- 6.3 Special Assessments: Municipality shall not use special assessments to defray Municipality's costs under this Agreement unless Municipality has received, in advance, written consent from State's Right of Way Division Manager.

SECTION 7. ROADWAY LIGHTING SYSTEM

This section has intentionally been left blank

SECTION 8. TRAFFIC SIGNAL EQUIPMENT

This section has intentionally been left blank

SECTION 9. PERMISSION TO USE STATE RIGHT OF WAY

This section has intentionally been left blank

Project No. NH-30-4(162)
Control No. 42776
In Grand Island Bridges

Page 6 of 12
Agreement No. XL1909

SECTION 10. UTILITY RELOCATION WORK

10.1 Overview

The Parties understand that existing Municipality and non-Municipality owned utility facilities may conflict with State's project. State will enter into a separate agreement(s) to establish the roles, duties, and financial responsibilities for the necessary relocation of utility facilities.

10.2 State Highway Right-of-Way

Municipality shall obtain a permit from the State for utility relocation work that occupies State Highway ROW.

SECTION 11. MUNICIPALITY'S FINANCIAL RESPONSIBILITIES

11.1 Municipality's cost of this project will be the sum of the following:

- 10% of the construction for the roadway improvements as described herein
- 50% of construction costs for the pedestrian detour
- Construction Engineering costs as calculated in section 11.2.2

State's preliminary estimate of Municipality's cost is \$213,200, but Municipality's actual cost is likely to be greater than the preliminary estimate as the details of design are further developed.

11.2 Calculation of Municipality costs: A breakdown of Municipality's project cost is as follows:

11.2.1 Municipality's Construction Cost. The actual cost of construction work

Municipality is participating is calculated by multiplying unit prices by final quantities for the work. Unit prices and final quantities may be different than bid prices and estimated quantities as a result of field measurement and the contractor change order-supplemental agreement process.

- The total construction cost for the roadway improvements is estimated to be \$1,540,000 with the Municipality's 10% share being \$154,000.
- The total construction cost for the pedestrian detour is estimated to be \$98,000 with the Municipality's 50% share being \$49,000.

11.2.2 Construction Engineering. The Municipality's share for construction engineering is estimated to be \$10,200. This is calculated as 5% of Municipality's share of construction costs.

- 11.3 Payment by Municipality:** Upon award of the construction contract, the State will invoice the Municipality for Municipality's cost share of construction and construction engineering. The Municipality shall pay the State within 30 calendar days of receipt of invoice from the State. The final settlement between the State and the Municipality will be made following final audits and when the final costs have been determined by the State.

SECTION 12. TRAFFIC CONTROL

- 12.1 All traffic control devices will conform to the latest approved edition of the Manual on Uniform Traffic Control Devices and Nebraska Supplements thereto.
- 12.2 If Municipality is to perform or contract for any work on the state highway within the project limits, Municipality will develop a traffic control plan related to that work. The plan will be provided to State's Project Manager for review and acceptance. Municipality will provide, operate and maintain Municipality's traffic control devices in accordance with its accepted traffic control plan.
- 12.3 Municipality's work must comply with all traffic safety regulations, including those prescribed in the latest approved edition of the Manual of Uniform Traffic Control Devices and the Nebraska Supplement thereto. Municipality shall use caution when working in State ROW.

SECTION 13. PLANS AND SPECIFICATIONS

The plans and specifications for this project will be on file in the Lincoln central headquarters office of the Nebraska Department of Transportation.

SECTION 14. TERMINATION

State has the sole discretion to suspend the work in part or in whole or to terminate this Agreement; such action on its part will in no event be deemed a breach of this Agreement by State. State will provide written notification to Municipality of such suspension or termination.

SECTION 15. FAIR EMPLOYMENT PRACTICES ACT

Municipality agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb.Rev.Stat. 48-1101 through 48-1126.

SECTION 16. DISADVANTAGED BUSINESS ENTERPRISES

- 16.1 **Policy:** Municipality and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement.
- 16.2 **Disadvantaged Business Enterprises Obligation:** Municipality and State further agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, Municipality shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Municipality shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA assisted contracts.
- Municipality acting as a sub-recipient of Federal-aid funds on this project agrees to adopt the Nebraska Disadvantaged Business Enterprise Unified Certification Program for the Federal-aid contracts Municipality executes on this project.
- Failure of Municipality to carry out the requirements set forth above on any work performed by Municipality shall constitute breach of contract and, after the notification of the FHWA, may result in termination of the Agreement or contract by State or such remedy as State deems appropriate.

SECTION 17. TITLE VI NONDISCRIMINATION CLAUSES

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

- 17.1 **Compliance with Regulations:** The Municipality shall comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- 17.2 **Nondiscrimination:** The Municipality, with regard to the work performed by it after award and prior to completion of the contract work, shall not discriminate on the basis of race, color, sex, age, religion, disability or national origin in the selection and retention of

subcontractors, including procurements of materials and leases of equipment. The Municipality shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A," "B," and "C" of Part 21 of the Regulations.

17.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

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

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

17.5 Sanctions for Noncompliance: In the event of the Municipality's noncompliance with the nondiscrimination provisions of this Agreement, State will 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 Municipality under this Agreement until the Municipality complies, and/or
- (b) Cancellation, termination or suspension of this Agreement, in whole or in part.

17.6 Incorporation of Provisions: The Municipality 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, order, or instructions issued pursuant thereto. The Municipality shall take such action with respect to any subcontract or procurement as State or the FHWA may direct as a means of enforcing such

provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Municipality may request State to enter into such litigation to protect the interests of State, and in addition, the Municipality may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 18. ENTIRE AGREEMENT

This Agreement, including all exhibits and documents incorporated or included herein, constitutes the entire agreement of the Parties. This Agreement supersedes all communications, representations, understandings, either oral or written hereto, leading up to this Agreement. Any existing written agreements between the Parties remain in effect, except the language of this Agreement governs over conflicting language on the same subject in an existing written agreement.

[Remainder of Page Intentionally Left Blank]

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

EXECUTED by Municipality this _____ day of _____, 2019.

WITNESS:

CITY OF GRAND ISLAND

City Clerk

Mayor

EXECUTED by State this _____ day of _____, 2019.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Michael H. Owen, P.E.

RECOMMENDED:
Wesley Wahlgren, P.E.

Roadway Design Engineer

District 4 Engineer

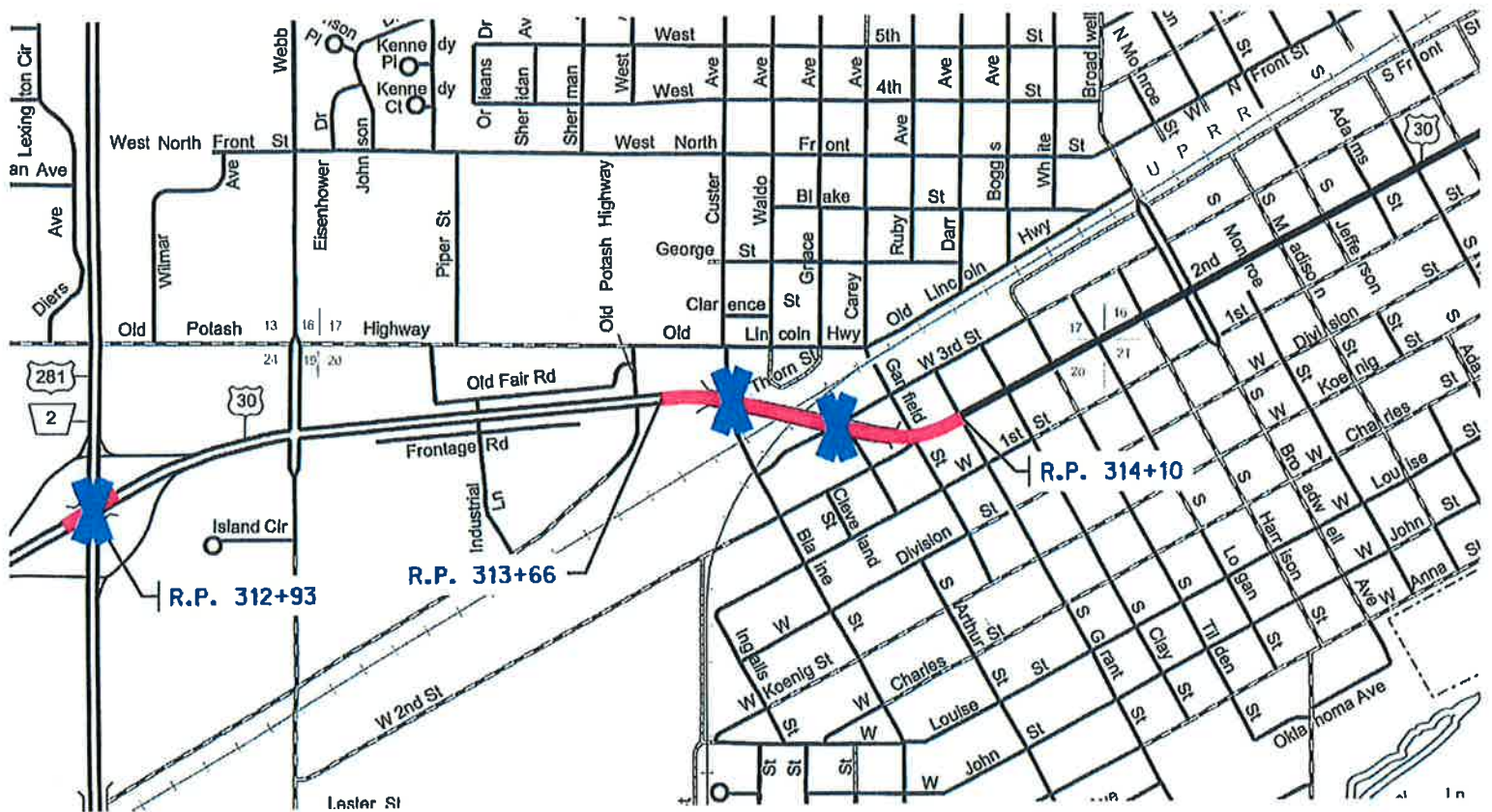
Date

Project No. NH-30-4(162)
Control No. 42776
In Grand Island Bridges

Page 12 of 12
Agreement No. XL1909

GRAND ISLAND

HALL COUNTY
NEBRASKA



PROJECT BRIDGES



PROJECT LIMITS



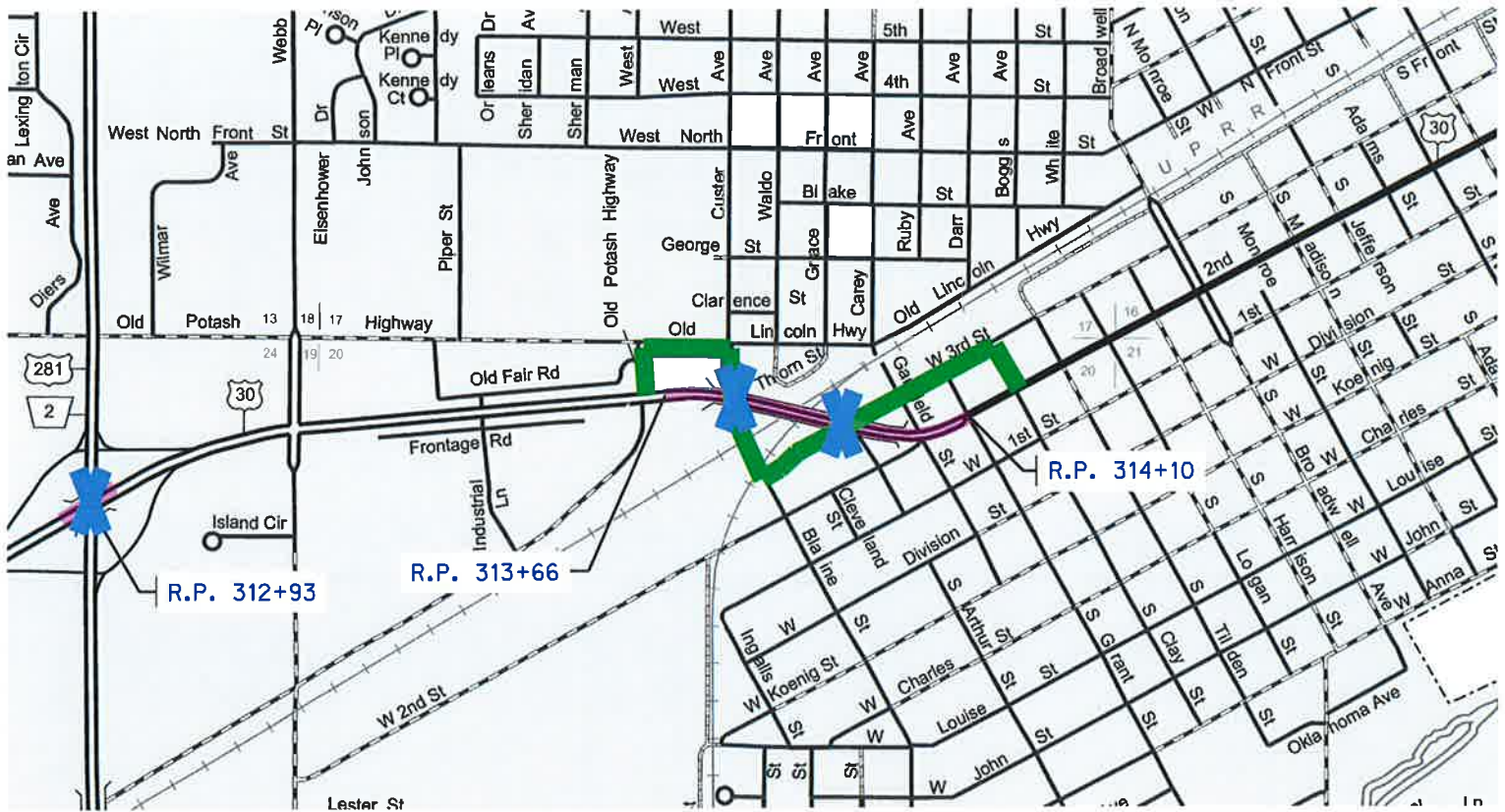
30-4(162)

C.N. 42776

EXHIBIT "A"

GRAND ISLAND

HALL COUNTY
NEBRASKA



PROJECT BRIDGES



PEDESTRIAN



PROJECT LIMITS



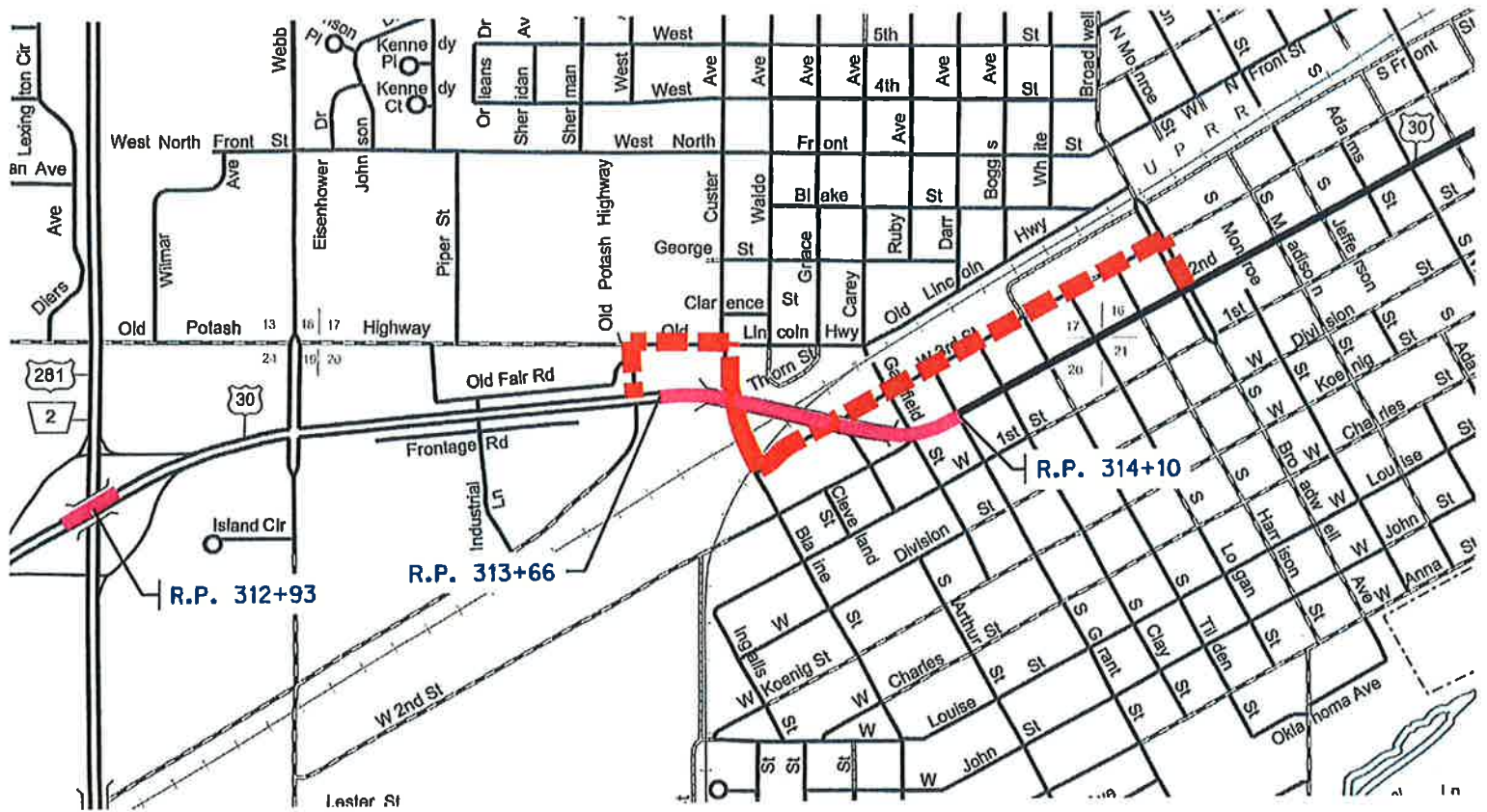
30-4(162)

C.N. 42776

EXHIBIT "B"

GRAND ISLAND

HALL COUNTY
NEBRASKA



TRAFFIC 
PROJECT LIMITS 

30-4(162)
C.N. 42776

EXHIBIT "C"

RESOLUTION 2019-78

WHEREAS, the Nebraska Department of Transportation is preparing plans for improvements to US Highway 30 bridges at the junction of US Highway 30 and US Highway 281/North 2 and from the intersection of US Highway 30 and Old Lincoln Highway east to the intersection of US Highway 30 and Grant Street, with the City cost sharing on the portion within City limits; and

WHEREAS, such improvements shall consist of:

- Repairing and milling the existing roadway and resurfacing with asphalt
- Replacing approaches, remodeling abutments and wing walls, replacing or constructing median barrier, and sidewalk overlay, as well as other necessary repairs.

WHEREAS, this project is to be constructed with a cost share from the City of Grand Island, currently estimated at \$213,200.00; and

WHEREAS, an agreement with the Nebraska Department of Transportation is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with the Nebraska Department of Transportation for the improvements to US Highway 30 bridges at the junction of US Highway 30 and US Highway 281/North 2 and from the intersection of US Highway 30 and Old Lincoln Highway east to the intersection of US Highway 30 and Grant Street is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	□
March 8, 2019	□ City Attorney



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item G-18

#2019-79 - Approving Purchase of One (1) Utility Vehicle for the Wastewater Division of the Public Works Department

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

Council Agenda Memo

From: Jon Menough PE, Wastewater Treatment Plant Engineer

Meeting: February 26, 2019

Subject: Approving Purchase of One (1) Utility Vehicle for the Wastewater Division of the Public Works Department

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

Background

The Wastewater Division of the Public Works Department currently has one (1) 2014 Bobcat 3400 and wishes to trade it in towards the purchase of one (1) John Deere Utility Vehicle. Such transaction will allow more efficiency when working within the Wastewater Treatment Plant, as well as lowering fleet operations cost and capitalizing on the value of the used equipment.

Discussion

Utilizing the Houston-Galveston Area Council (HGAC) buying group, which was approved by City Council via Resolution No. 2013-193, Wastewater staff is able to trade one (1) 2014 Bobcat 3400 to Landmark Implement of Shelton, Nebraska towards the purchase of one (1) new John Deere Utility Vehicle. The equipment to be traded in has had a yearly average maintenance/repair cost of \$3,000.00 the last five (5) years, and is emitting high levels of carbon monoxide when in use. The new utility vehicle has better exterior lighting, thus making for a safer work environment for the plant employees, and also has the capability of mounting a snow blade to aid in snow removal around the plant. Wastewater staff also uses the utility vehicle as a replacement for pickups in the transportation and hauling of tools and equipment within the plant.

Trade-In Equipment	Trade-In Allowance
2014 Bobcat 3400	\$5,5000.00
<i>Total Trade-In Allowance =</i>	
	<i>\$5,500.00</i>



New Equipment	Purchase Price
2019 John Deere XUV835R	\$25,758.11
<i>Total New Equipment Cost =</i>	
	<i>\$25,758.11</i>



After the trade in of the used equipment the net purchase price is \$20,258.11 for the Wastewater Division to acquire one (1) utility vehicle. Such purchase was budgeted for in Fiscal Year 2018/2019.

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 such trade-in and purchase of with Landmark Implement of Shelton, Nebraska in the net amount of \$20,258.11 for the Wastewater Division.

Sample Motion

Move to approve the resolution.

Quote Id: 18894613

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Landmark Implement, Inc.
323 East Hwy 30
Shelton, NE 68876
308-647-6811
shelton@landmarkimp.com

Prepared For:

Grand Island Waste Water Plant Pollution Control Plant



Proposal For:

Delivering Dealer:

Rob Skiles

Landmark Implement, Inc.
323 East Hwy 30
Shelton, NE 68876

shelton@landmarkimp.com

Quote Prepared By:

Rob Skiles
robskiles@landmarkimp.com

Date: 31 January 2019

Offer Expires: 02 March 2019

Confidential

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Landmark Implement, Inc.
323 East Hwy 30
Shelton, NE 68876
308-647-6811
shelton@landmarkimp.com

Quote Summary
Prepared For:

Grand Island Waste Water Plant Pollution Control Plant
Po Box 1968
Grand Island, NE 68802
Business: 308-385-5430

Delivering Dealer:

Landmark Implement, Inc.
Rob Skiles
323 East Hwy 30
Shelton, NE 68876
Phone: 308-647-6811
robskiles@landmarkimp.com

This Equipment was Delivered by Landmark Implement to the customers address

Quote ID: 18894613

Created On: 31 January 2019

Last Modified On: 01 February 2019

Expiration Date: 02 March 2019

This Equipment was picked up by the customer from the Landmark Location

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE XUV835R (MY19)	\$ 29,430.71	\$ 25,758.11 X	1 =	\$ 25,758.11

Contract: TX HGAC GR01-18 (PG 64 CG 70)

Price Effective Date: January 31, 2019

Equipment Total **\$ 25,758.11**

Trade In Summary	Qty	Each	Extended
2014 BOBCAT 3400	1	\$ 5,500.00	\$ 5,500.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 5,500.00

Trade In Total **\$ 5,500.00**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 25,758.11
Trade In	\$ (5,500.00)
SubTotal	\$ 20,258.11
Est. Service Agreement Tax	\$ 0.00
Total	\$ 20,258.11
Down Payment	(0.00)

Salesperson : X _____

Accepted By : X _____

Confidential



**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Landmark Implement, Inc.
323 East Hwy 30
Shelton, NE 68876
308-647-6811
shelton@landmarkimp.com

Rental Applied	(0.00)
Balance Due	\$ 20,258.11

Salesperson : X _____

Accepted By : X _____

Confidential

Selling Equipment



Quote Id: 18894613 **Customer Name:** GRAND ISLAND WASTE WATER PLANT POLLUTION
CONTROL PLANT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Landmark Implement, Inc.
323 East Hwy 30
Shelton, NE 68876
308-647-6811
shelton@landmarkimp.com

JOHN DEERE XUV835R (MY19)

Contract: TX HGAC GR01-18 (PG 64 CG 70)

Price Effective Date: January 31, 2019

Suggested List *

\$ 29,430.71

Selling Price *

\$ 25,758.11

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
5742M	XUV835R (MY19)	1	\$ 24,929.00	12.50	\$ 3,116.13	\$ 21,812.87	\$ 21,812.87
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	12.50	\$ 0.00	\$ 0.00	\$ 0.00
0505	Build To Order	1	\$ 0.00	12.50	\$ 0.00	\$ 0.00	\$ 0.00
1008	Yellow Alloy Wheels Maxxis Bighorn Radial Tires	1	\$ 862.00	12.50	\$ 107.75	\$ 754.25	\$ 754.25
2032	Split Bench Seat - Tan	1	\$ 0.00	12.50	\$ 0.00	\$ 0.00	\$ 0.00
2500	Green and Yellow	1	\$ 0.00	12.50	\$ 0.00	\$ 0.00	\$ 0.00
3003	Cargo Box with Spray In Liner, Brake, and Tail Lights	1	\$ 0.00	12.50	\$ 0.00	\$ 0.00	\$ 0.00
3101	Cargo Box Power Lift	1	\$ 849.00	12.50	\$ 106.13	\$ 742.87	\$ 742.87
4024	OSR - Cab Doors	1	\$ 0.00	12.50	\$ 0.00	\$ 0.00	\$ 0.00
4036	Green Roof	1	\$ 0.00	12.50	\$ 0.00	\$ 0.00	\$ 0.00
4155	Rear Bumper with Rear Cargo Box Fender Guards	1	\$ 437.00	12.50	\$ 54.63	\$ 382.37	\$ 382.37
4205	Front Brush Guard with Extensions	1	\$ 428.00	12.50	\$ 53.50	\$ 374.50	\$ 374.50
6349	Less Winch	1	\$ 0.00	12.50	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 2,576.00		\$ 322.01	\$ 2,253.99	\$ 2,253.99
Dealer Attachments/Non-Contract/Open Market							
BM24726	Backup Alarm	1	\$ 112.36	12.50	\$ 14.04	\$ 98.32	\$ 98.32
BM25863	CV Guards - front & rear	1	\$ 251.46	12.50	\$ 31.43	\$ 220.03	\$ 220.03
BM26129	Cargo Box Fender Guard	1	\$ 209.71	12.50	\$ 26.21	\$ 183.50	\$ 183.50
BUC10247	Front Fender Guard	1	\$ 228.99	12.50	\$ 28.62	\$ 200.37	\$ 200.37
BUC10604	Hydraulic Blade and Winch Harness Kit	1	\$ 69.56	12.50	\$ 8.70	\$ 60.87	\$ 60.87
BM26391	Horn Kit	1	\$ 23.54	12.50	\$ 2.94	\$ 20.60	\$ 20.60
BM26215	LED Driving Lights (2 Lights)	1	\$ 359.51	12.50	\$ 44.94	\$ 314.57	\$ 314.57
BM26216	LED Work Lights (2 Lights)	1	\$ 359.51	12.50	\$ 44.94	\$ 314.57	\$ 314.57

Confidential

**JOHN DEERE**

Selling Equipment

**Quote Id:** 18894613 **Customer Name:** GRAND ISLAND WASTE WATER PLANT POLLUTION

CONTROL PLANT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**Landmark Implement, Inc.
323 East Hwy 30
Shelton, NE 68876
308-647-6811
shelton@landmarkimp.com

BUC10310 Side Mirrors (open station & cab doors)	1	\$ 177.61	12.50	\$ 22.20	\$ 155.41	\$ 155.41
BUC10608 Front Turn Signal Light Kit	1	\$ 83.46	12.50	\$ 10.43	\$ 73.03	\$ 73.03
Dealer Attachments Total		\$ 1,875.71		\$ 234.46	\$ 1,641.27	\$ 1,641.27
Value Added Services Total		\$ 0.00			\$ 0.00	\$ 0.00
Other Charges						
Freight	1	\$ 50.00			\$ 50.00	\$ 50.00
Other Charges Total		\$ 50.00			\$ 50.00	\$ 50.00
Suggested Price						\$ 25,758.13
Total Selling Price		\$ 29,430.71		\$ 3,672.60	\$ 25,758.11	\$ 25,758.13

Confidential



Trade-in

Quote Id: 18894613

Customer Name: GRAND ISLAND WASTE WATER PLANT POLLUTION
CONTROL PLANT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

2014 BOBCAT 3400

Machine Details

Description	Net Trade Value
2014 BOBCAT 3400	\$ 5,500.00

Your Trade In Description

Additional Options

Hour Meter Reading	960
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Total	\$ 5,500.00
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Confidential

R E S O L U T I O N 2019-79

WHEREAS, the Wastewater Division of the Public Works Department currently has one (1) 2014 Bobcat 3400 and wishes to trade it in towards the purchase of one (1) John Deere Utility Vehicle; and

WHEREAS, through the Houston-Galveston Area Council (HGAC) buying group such Bobcat 3400 can be traded towards the requested purchase, which will allow for more efficiency when working within the Wastewater Treatment Plant, as well as lowering fleet operation costs and capitalizing on the value of the used equipment, equipment summary follows:

Trade-In Equipment	Trade-In Allowance
2014 Bobcat 3400	\$5,5000.00
<i>Total Trade-In Allowance =</i>	
	<i>\$5,500.00</i>

New Equipment	Purchase Price
2019 John Deere XUV835R	\$25,758.11
<i>Total New Equipment Cost =</i>	
	<i>\$25,758.11</i>

WHEREAS, after trade in of the current equipment there will be a balance due Landmark Implement of Shelton, Nebraska of \$20,258.11 from the Wastewater Division.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the trade-in and purchase of equipment with Landmark Implement of Shelton, Nebraska in the net amount of \$20,258.11 for the Wastewater Division is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ March 8, 2019 <input type="checkbox"/> City Attorney
--



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item G-19

**#2019-80 - Approving Bid Award for North Broadwell Drainage;
Project No. 2018-D-1**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: February 26, 2019

Subject: Approving Bid Award for North Broadwell Drainage;
Project No. 2018-D-1

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

Background

On February 12, 2019 the Engineering Division of the Public Works Department advertised for bids for North Broadwell Drainage; Project No. 2018-D-1. The bid package for this project was sent to twelve (12) potential bidders.

This project will consist of removing trees and re-grading the ditch to allow for proper maintenance and improved channel flow.

Discussion

Four (4) bids were received and opened on February 19, 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	\$247,981.06
Hooker Brothers Construction Company of Grand Island, NE	None	\$413,750.37
Van Kirk Sand & Gravel, Inc. of Sutton, NE	None	\$468,627.91
AMP Works of Grand Island, NE	None	\$108,397.90*

*corrected calculation & non-compliant bid

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 \$247,981.06.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: February 19, 2019 at 2:30 p.m.
FOR: North Broadwell Drainage Project No. 2018-D-1
DEPARTMENT: Public Works
ESTIMATE: \$310,000.00
FUND/ACCOUNT: 400004000-2000
PUBLICATION DATE: February 12, 2019
NO. POTENTIAL BIDDERS: 12

SUMMARY

Bidder:	<u>AMP Works</u> Grand Island, NE	<u>Starostka Group Unlimited, Inc.</u> Grand Island, NE
Bid Security:	Cashier's Check	Universal Surety Co.
Exceptions:	None	None
Bid Price:	\$111,530.10	\$247,981.06
Bidder:	<u>Van Kirk Bros. Contracting</u> Sutton, NE	<u>Hooker Brothers Construction Co., Inc.</u> Grand Island, NE
Bid Security:	Universal Surety Co.	Western Surety Co.
Exceptions:	None	None
Bid Price:	\$468,627.91	\$413,750.37

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

P2111

RESOLUTION 2019-80

WHEREAS, the City of Grand Island invited sealed bids for North Broadwell Drainage; Project No. 2018-D-1, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on February 19, 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 \$247,981.06; 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 \$247,981.06 for North Broadwell Drainage; Project No. 2018-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 26, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item G-20

#2019-81 - Approving Amendment to 2016-2018 Consolidated Plan-2018 Annual Action Plan

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

Staff Contact: Amber Alvidrez

RESOLUTION 2019-81

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

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

WHEREAS, The City is required to develop a 3-5 year Consolidated Plan and an 1 year Annual Action Plan each year for submission for approval to the U.S. Department of Housing and Urban Development (HUD), which plans delineate funding allocations to CDBG sub recipients and strategic priorities and a community needs assessment; and

WHEREAS, the Community Development Division has complied with the Citizen Participation Plan for the City of Grand Island which requires that a specified public hearing is held, notices are published, and the 2016-2018 Consolidated Plan-2018 Annual Action Plan Amendment was made available for Public Review and Comment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA that the City of Grand Island, Nebraska hereby approves and adopts Community Development Block Grant, Amendment to the 2016-2018 Consolidated Plan-2018 Annual Action Plan; and the Mayor is hereby authorized to sign such certifications on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item G-21

#2019-82 - Approving Police Department 24-Month Victims of Crime Act (VOCA) Grant Application

Staff Contact: Robert Falldorf, Police Chief

Council Agenda Memo

From: Police Department

Meeting: February 26, 2019

Subject: 2019 VOCA Grant Application

Presenter(s): Robert Falldorf, Police Chief

Background

The Police Department has received a Victims Of Crime Act (VOCA) Federal grant since 2004. The VOCA grant funds support the Police Department Victim/Witness Unit, consisting of a Coordinator and an Advocate. The VOCA grant requires a 20% match from the City. In 2017 the U.S. Department of Justice (DOJ) changed the VOCA grant fiscal year from an October 1st to June 30th grant period to a July 1st to June 30th grant period. Due to this change this grant application will cover a 24-month period from July 1st, 2019 through June 30th, 2021 and all subsequent grants, unless amended, will run on the July through June fiscal period.

The Police Department is applying for a 24-month VOCA grant requesting \$233,710 from the federal government with a match of \$58,478. The match covers rent offset, telephone, Information Technology assistance, volunteer time, and bilingual pay. The total amount for this grant including the federal share and match share will be \$292,188.

This action is to obtain Council approval to apply for the grant. It does not obligate the City to accept the grant if approved. Approval of an awarded grant will require Council approval at a later date.

Discussion

The Police Department has received a Victims Of Crime Act (VOCA) grant since 2004. The department must have City Council approval to apply for a grant and also to accept a grant if awarded. VOCA grants require a 20% match of costs by the City.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the application for a 24-month Victims Of Crime Act (VOCA) grant by the Police Department to the U.S. Department of Justice.

Sample Motion

Move to approve the Police Department's 24-month Victims Of Crime Act (VOCA) grant application to the U.S. Department of Justice to fund the Victim/Witness Unit.

RESOLUTION 2019-82

WHEREAS, The U. S. Department of Justice has provided funding for Victims Of Crime Act (VOCA) grants and instituted a 24-month grant award process; and

WHEREAS, The Grand Island Police Department has a Victim/Witness Unit that serves as a valuable resource to victims of crime in our community; and

WHEREAS, the Police Department has received VOCA grant funding in past years to support the Victim/Witness Unit; and

WHEREAS, the VOCA grant application must be submitted to the Nebraska Crime Commission in March for a total grant amount of \$292,188; and

WHEREAS, The Police Department must have Council approval to submit a VOCA grant application.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the Police Department 24-month Victims Of Crime Act (VOCA) grant application to the U.S. Department of Justice in the amount of \$292,188 to fund the Victim/Witness Unit.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

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



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item I-1

**#2019-83 - Consideration of Approving Amendment to the
Redevelopment Plan for CRA No. 1 located at 112 East 3rd Street
(Wing Properties, Inc.)**

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

Staff Contact: Chad Nabity

RESOLUTION 2019-83

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 1 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: to acquire, rehabilitate and reconstruct the center portion of the old Williamsons Interiors Building at 112 E. Third Street in Grand Island for main floor commercial and upper story residential uses. 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	☐ _____
March 8, 2019	☐ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 1 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
 - c. The Mayor and City Clerk are authorized and directed to execute and file or cause to be filed with the Treasurer and Assessor of Hall County, Nebraska, an

Allocation Agreement and Notice of Pledge of Taxes with respect to each
Redevelopment Project.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, February 26, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item I-2

**#2019-84 - Consideration of Approving Amendment to the
Redevelopment Plan for CRA No. 1 located at 110 West 2nd Street
(Rawr Holdings, LLC)**

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

Staff Contact: Chad Nabity

RESOLUTION 2019-84

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 1 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: to acquire, rehabilitate and reconstruct the center portion of the old GI Music Building at 110 W. Second Street in Grand Island for main floor commercial and upper story residential uses. 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	by _____
March 8, 2019	City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 1 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
 - c. The Mayor and City Clerk are authorized and directed to execute and file or cause to be filed 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 26, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, February 26, 2019

Council Session

Item J-1

Approving Payment of Claims for the Period of February 13, 2019 through February 26, 2019

The Claims for the period of February 13, 2019 through February 26, 2019 for a total amount of \$4,816,056.00. A MOTION is in order.

Staff Contact: Patrick Brown