
City of Grand Island



Tuesday, May 14, 2019 Council Session/Budget Work 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:

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 Sheri Lodel, Calvary Lutheran Church, 1304 North Custer 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, May 14, 2019

Council Session/Budget Work Session

Item C-1

Recognition of Rodger "Reggie" Schmit, Lineman 1st Class with the Utilities Department for 25 Years of Service with the City of Grand Island

The Mayor and City Council will recognize Rodger "Reggie" Schmit, Lineman 1st Class with the Utilities Department for 25 years of service with the City of Grand Island. Mr. Schmit was hired as a Lineman Apprentice on May 16, 1994, was promoted to Lineman 2nd Class on November 13, 1995, and to his current position of Lineman 1st Class on May 13, 1996. We congratulate Mr. Schmit on his dedicated service to the City of Grand Island for the past 25 years.

Staff Contact: Mayor Roger Steele


Twenty-five Year Service Award

WE HEREBY EXPRESS OUR SINCERE APPRECIATION TO

RODGER SCHMIT

For your Loyalty, Diligence, and Dedicated Service During Your Tenure With

CITY OF
GRAND ISLAND


Department Director


Mayor

5-16-19
Date

4/18/19
Date



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item C-2

**Presentation by BKD, LLP for Fiscal Year Ended September 30,
2018 City Single Audit and General Purpose Financial Statements
and Electric and Water Audit Reports**

Amy Shreck from BKD, LLP will present the fiscal year ending September 30, 2018 City Single Audit and General Purpose Financial Statements and Electric and Water Audit Reports.

Staff Contact: Patrick Brown



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item E-1

Public Hearing on Request from Kenia Munoz dba Ritmas Night Club, 611 East 4th Street for a Class “I” Liquor License

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

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: May 14, 2019

Subject: Public Hearing on Request from Kenia Munoz dba Ritmas Night Club, 611 East 4th Street for a Class “I” Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

It is hereby declared to be the intent and purpose of the city council in adopting and administering the provisions of this chapter:

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

Discussion

Kenia Munoz dba Ritmas Night Club, 611 East 4th Street has submitted an application for a Class “I” Liquor License. A Class “I” Liquor License allows for the sale of alcohol on sale only inside the corporate limits of the city.

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for Kenia Munoz dba Ritmas Night Club, 611 East 4th Street for a Class "T" Liquor License contingent upon final inspections and completion of a state approved alcohol server/seller training program.

05/08/19
15:17

Grand Island Police Department
LAW SUPPLEMENTAL NARRATIVE

Page: 450
1

318

Grand Island Police Department
Supplemental Report

Date, Time: Mon May 06 13:57:24 DT 2019
Reporting Officer: Vitera
Unit- CID

Kenia Munoz is applying for a Class I (beer, wine, distilled spirits, on sale only) Individual Retail Liquor License for a business called Ritmas Night club which is located at 611 E. 4th Street. Ritmos Night Club used to be at this location under the ownership of Luisa Lovato. Ritmos moved to 316 E. 2nd Street which used to be El Centenario. El Centenario no longer exists.

In looking at Kenia's application, I noticed that she is not borrowing any money to establish and/or operate the business, no one else will share the profits, Kenia has lived in Grand Island for at least the last ten years, and she disclosed a conviction for shoplifting in 2014.

Kenia's business plan says she's going to be open on Friday, Saturday, and Sunday until 0100 hours. She's not planning on selling any food at this point. She also wants to have live music or a DJ. Kenia also says, "There will be security guards as required during all evenings the business is open."

I checked on Kenia through Spillman and NCJIS. Spillman shows that Kenia has gone by several names to include Jhosaline Rivera, Kenya J. Rivera, and Jhosalin Munoz. Kenia had multiple shoplifting involvements and a theft under the names listed above. With the exception of the shoplifting that Kenia disclosed, it appears that the other incidents occurred when she was a juvenile, and she wouldn't have had a State issued I.D. card during some of the convictions. Kenia later told me that her full name is Kenia J. Munoz-Rivera-Rodriguez, and she often uses her middle name as her first name.

While the application asks "Have you EVER been convicted" of a crime, Kenia (or her attorney) ran Kenia's criminal record through a database called "Justice." I've heard of Justice, but I don't have access to it and am not familiar with it. The Justice sheet attached to the application says it includes "Traffic/Criminal/Juvenile-Dispositions," but it also has "Hall County Court" listed beside it. It doesn't appear that this particular request for information through Justice would display records from anywhere other than Hall County, or the applicant inadvertently didn't ask for records outside of Hall County.

NCJIS shows that Kenia has been convicted of: No operator's license twice on the same day (3/5/11), driving during suspension (11/27/11), theft (2/17/12), and the theft by shoplifting that she disclosed (10/12/14).

Kenia has a valid Nebraska driver's license and no outstanding warrants for her arrest. I also checked Kenia through a paid online law enforcement-only database and didn't find anything out of the ordinary.

Nebraska State Patrol Investigator Joe Hansen and I met with Kenia at 611 E. 4th on 4/30/19 at 1100 hours. I wasn't able to do much research on Kenia or her application prior to our meeting, so I didn't have a lot of questions for her initially. I called Kenia on 5/8/19 and asked some follow-up questions.

Between the initial meeting and the phone call, Kenia did confirm that she plans on hiring security and upgrading the video surveillance system. Kenia also advised that she owned a boutique in Louisville, Kentucky for a couple of years before moving back to Grand Island in September of '18. The application asks where she's lived for the last ten years, she failed to include the time she lived in Kentucky. She said she got a job at JBS until about March of this year. She is currently unemployed.

Kenia also confirmed that she was stopped by law enforcement twice in the same day, but she didn't remember if she got cited or not. When asked about the other undisclosed convictions, Kenia said she didn't remember some of them and couldn't offer any details about any of them. She also commented that she thought she only had to list convictions that occurred after she was an adult.

I read the question to her on the application verbatim. It asked if she's EVER been convicted of any charge. I told her that ever was in all capital letters and underlined. There was also a warning before the question telling her to read the question carefully. She then blamed her attorney for not having the convictions listed on her application.

I told Kenia that I'm worried about her being able to read, interpret, and apply the rules and regulations of the Nebraska Liquor Control Act if she can't understand a very clear and simple question on the liquor license application that she also wouldn't take responsibility for. I also asked Kenia about the Land Rover she was driving when we first met. I asked her some financial questions about it and why doesn't have it registered in Nebraska yet.

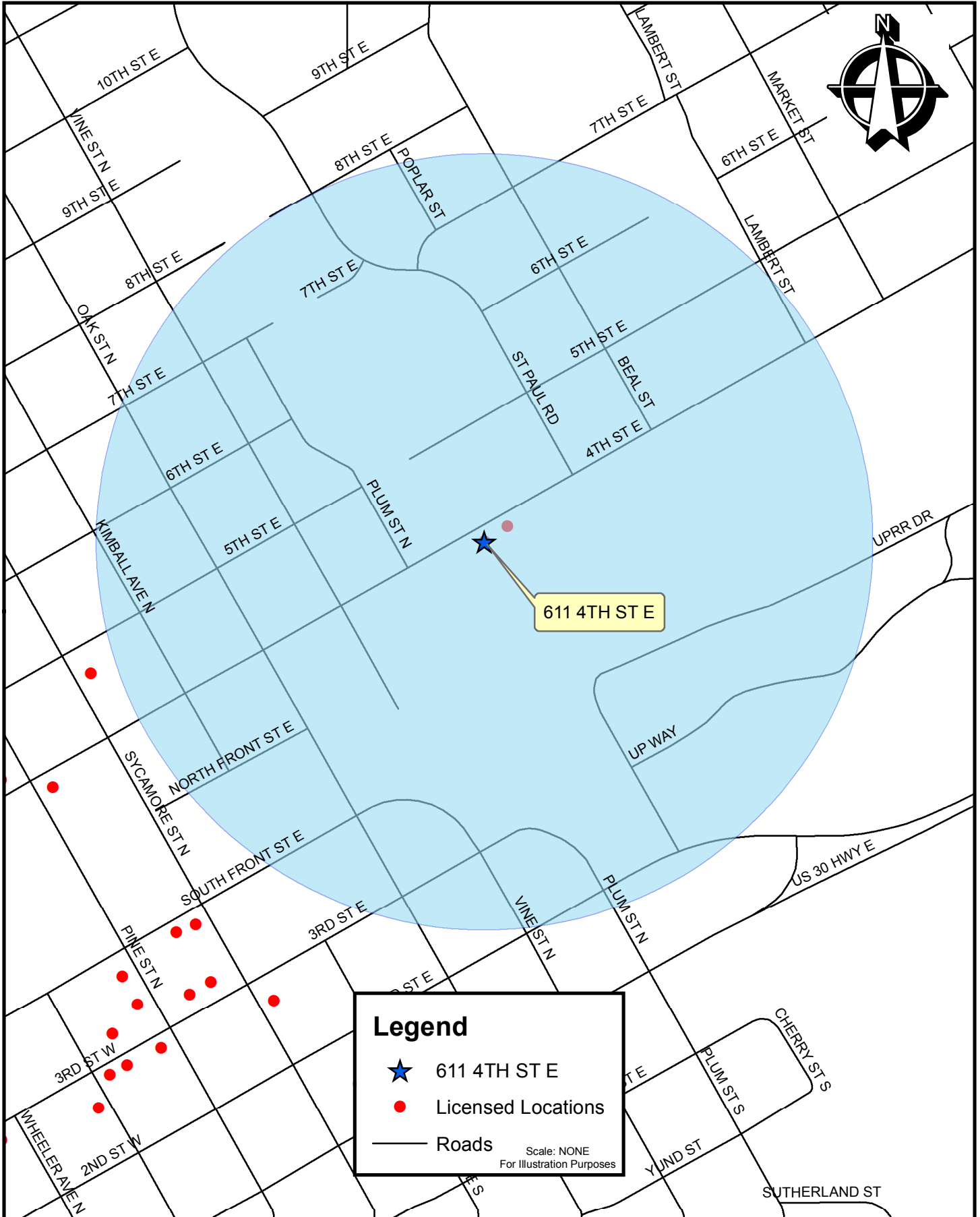
Kenia got defensive and asked me what this had to do with the application. I told her it has a lot to do with the investigation and asked if she remembered signing a sheet consenting to law enforcement looking into her background and for her to "...release present and future records of every kind..." Once I told her that, she backed down and gave some information. She also acknowledged that she should have registered her vehicle in Nebraska by now. She was told to do so.

I told Kenia that her reluctance to share information and once again not read, understand, or recollect that she had signed an agreement within the application giving law enforcement access to those records concerns me as to whether she can follow the liquor laws. Kenia assured me that she is trying and learning as she goes.

All in all, Kenia's undisclosed convictions do not automatically preclude her from receiving a liquor license. While I definitely have some reservations about Kenia's ability to comply with the Nebraska Liquor Control Act, the Grand Island Police Department will give her the benefit of the doubt and not object at this time to her receiving a liquor license.

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Liquor License Application: Class "I": Ritmas Night Club





City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item E-2

**Public Hearing on Request from Nebraskaland Distributors, LLC
dba Nebraskaland Distributors, 4845 Juergen Road for a Class
“X” Liquor License**

Council action will take place under Consent Agenda item G-19.

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: May 14, 2019

Subject: Public Hearing on Request from Nebraskaland Distributors, LLC dba Nebraskaland Distributors, 4845 Juergen Road for a Class “X” Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

Nebraskaland Distributors, LLC dba Nebraskaland Distributors, 4845 Juergen Road has submitted an application for a Class “X” Liquor License. A Class “X” Liquor License allows for the wholesale of alcohol inside the corporate limits of the city.

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

Also submitted was a request for Liquor Manager Designation for Wayne Gappa, 11 East 48th Street, Kearney, Nebraska. Staff recommends approval.

Alternatives

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

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

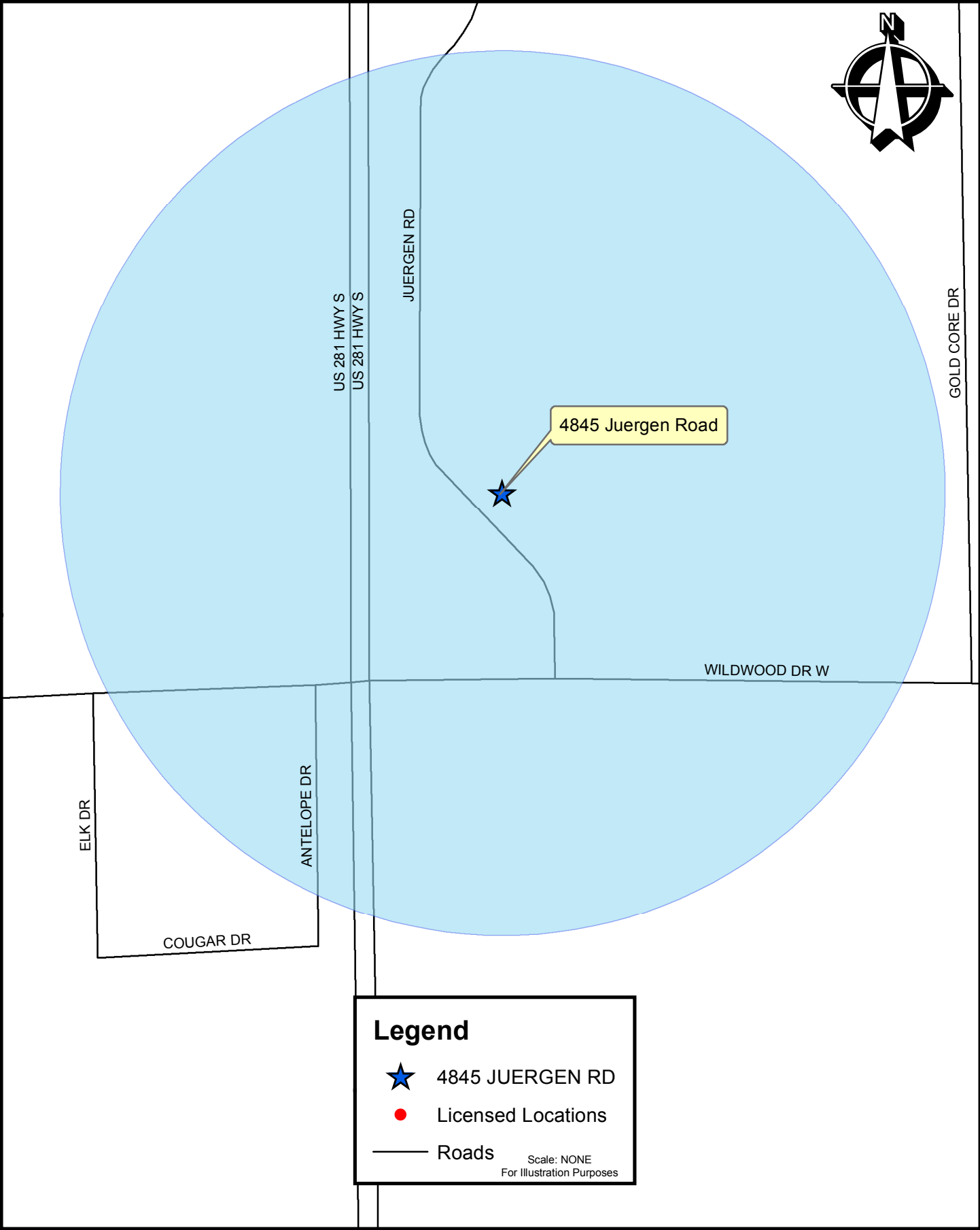
Recommendation

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

Sample Motion

Move to approve the application for Nebraskaland Distributors, LLC dba Nebraskaland Distributors, 4845 Juergen Road for a Class "X" Liquor License contingent upon final inspections and Liquor Manager Designation for Wayne Gappa, 11 East 48th Street, Kearney, Nebraska.

Liquor License Application:
Class "X": Nebraskaland Distributors





City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item E-3

Public Hearing on Change to the Future Land Use Map for the City of Grand Island for Lots 11-14 of Lambert's Subdivision located between Congdon Avenue and Willow Street North of 4th Street from Manufacturing to Low to Medium Residential

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: May 14, 2019

Subject: Amend the Future Land Use Map of the Grand Island Comprehensive Plan and Rezone 3.3 acres of land located north of 4th Street between Congdon Avenue and Willow Street from M2 Heavy Manufacturing to R-3SL Medium Density Small Lot Residential

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

Background

Starostka Contracting LLC is proposing to purchase property from L & P Investments located in northeast Grand Island for the development of residential lots. They are requesting that the zoning on property be changes from M2 Heavy Manufacturing to R-3SL Medium Density Small Lot Residential. Their intent is to develop 20 residential lots on the property, extending 5th Street between Congdon Avenue and Willow Street. Staff has prepared an amendment to the Future Land Use Map of the Grand Island Comprehensive plan to support this proposed change. The change to the Comprehensive Plan needs to be approved prior to changing the zoning. The proposed zoning change will be presented to Council at a later meeting, though the hearing will be held with the future land use map change and redevelopment plan.

The memo and recommendation sent to the Planning Commission is attached.

Discussion

At the regular meeting of the Regional Planning Commission, held May 1, 2019 the above item was considered following a public hearing.

O'Neill opened the public hearings on items 4, 5 and 6.

Nabyt stated the proposal is to amend the future land use map of the City of Grand Island in the Comprehensive Plan. The property that is under consideration a portion of the property is planned for manufacturing and a portion for Low to Medium Residential. It makes sense to change it so that it's all Low to Medium Residential. The north portions of the property are already Low to Medium Residential even though they are zoned Manufacturing. The proposal is to rezone all of it to R3-SL zone. The R3-SL zone allows smaller lot sizes, 1 unit per 3,000 square feet unless it's a townhome. The lots that they are proposing are all in the

4,500 to 9,000 square feet depending on the size and shape of the lot. If the comprehensive plan is amended the property can be rezoned to R3-SL Medium Density Residential Zone, which will allow residential development. Naby stated that the redevelopment plan and TIF would be used for the demolition of the existing structures, for site grading, and to pay for streets and sewer and water.

O'Neill closed the public hearing.

A motion was made by Randone and seconded by Rainforth to approve a change to the Future Land use map for the City of Grand Island for lots 11-14 Lambert's Subdivision.

The motion carried with eleven members in favor (O'Neill, Nelson, Allan, Ruge, Maurer, Monter, Rubio, Rainforth, Hedricksen, Randone and Kjar) and members voting not.

A motion was made by Ruge and second by Rainforth to approve the zone change on lots 11-14 of Lambert's Subdivision located between Congdon Avenue and Willow Street from M2 Heavy Manufacturing to R-3SL Medium Density Small Lot Residential.

The motion carried with eleven members in favor (Nelson, Allan, O'Neill, Ruge, Maurer, Rubio, Monter, Rainforth, Hedricksen, Randone and Kjar) no members voting no.

The memo sent to the planning commission with staff recommendation is attached for review by Council.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution as presented.

Agenda Item #4 & #5

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

April 23, 2019

SUBJECT: *Future Land Use Map and Zoning Change (C-20-2019GI) (C-21-2019GI)*

PROPOSAL: This application includes approximately 3.3 acres of land north of 4th Street between Congdon Ave. and Willow Street. This property is owned by L & P Investments LLC and has been used as a contractor's storage yard for several years. Starostka Contracting LLC is proposing to purchase and redevelop the property for residential uses. The property is located within the Grand Island municipal limits.

The applicant is asking that the zoning on this property be changed from M2 Heavy Manufacturing to R3-SL Medium Density Small Lot Residential. The stated purpose of this rezoning is to allow the applicant to redevelop this property for residential uses. A map of the proposed changes is attached.

It would be prudent to amend the Grand Island Comprehensive Plan and Future Land Use map to change the proposed future use of this property from manufacturing to low to medium density residential as part of this application. The northerly portion of this property is already planned for low to medium density residential use but the entire piece is not included in that low to medium density residential area. A map of the proposed changes is attached.

OVERVIEW:

Site Analysis

<i>Current zoning designation:</i>	M2 Heavy Manufacturing
<i>Permitted and conditional uses:</i>	M2- Commercial and manufacturing uses, limited residential and recreational uses Minimum lot size of 6,000 square feet. Minimum lot size of 6000 square feet.
<i>Comprehensive Plan Designation:</i>	Designated for Manufacturing and Low to Medium Density Residential.
<i>Existing land uses.</i>	Contractor storage yard and Single family residential.

Adjacent Properties Analysis

<i>Current zoning designations:</i>	South and East: M2-Heavy Manufacturing North and West: R4-High Density Residential
	<i>Permitted and conditional uses:</i> M2- Commercial and manufacturing uses, limited residential and recreational uses Minimum lot size of 6,000 square feet. R4- High Density Residential, Residential uses at a density of 42

dwelling units per acre with 60% coverage, non-profit uses, recreational uses and agricultural uses. Minimum lot size of 6000 square feet.

Comprehensive Plan Designation: **North and West:** Low to Medium Density Residential
East and South: Designated for Manufacturing
Existing land uses: **East and South:** Commercial buildings and Single family residential.
North and West: Single family residential,

EVALUATION:

Positive Implications:

- *Consistent with the City's Comprehensive Land Use Plan:* The subject property is designated both Manufacturing and Low to Medium Density Residential uses. The proposed plan amendment would bring the entire property into compliance.
- *Development of this Property will lower the per property cost of the approved Sanitary Sewer District.* This property is included in a sanitary sewer district that will extend sewer from 7th and Geddes to all of the properties in this area, eliminating a pocket of the city that lacks sanitary sewer service. This development, at this time should reduce the overall cost to each property owner in the district by at least 30%.
- *Infill Development:* This property has been in the City Limits of Grand Island for more than 100 years and has not developed primarily because of the lack of municipal infrastructure. This change will facilitate the development of that infrastructure.

Negative Implications:

- *None foreseen.*

RECOMMENDATION:

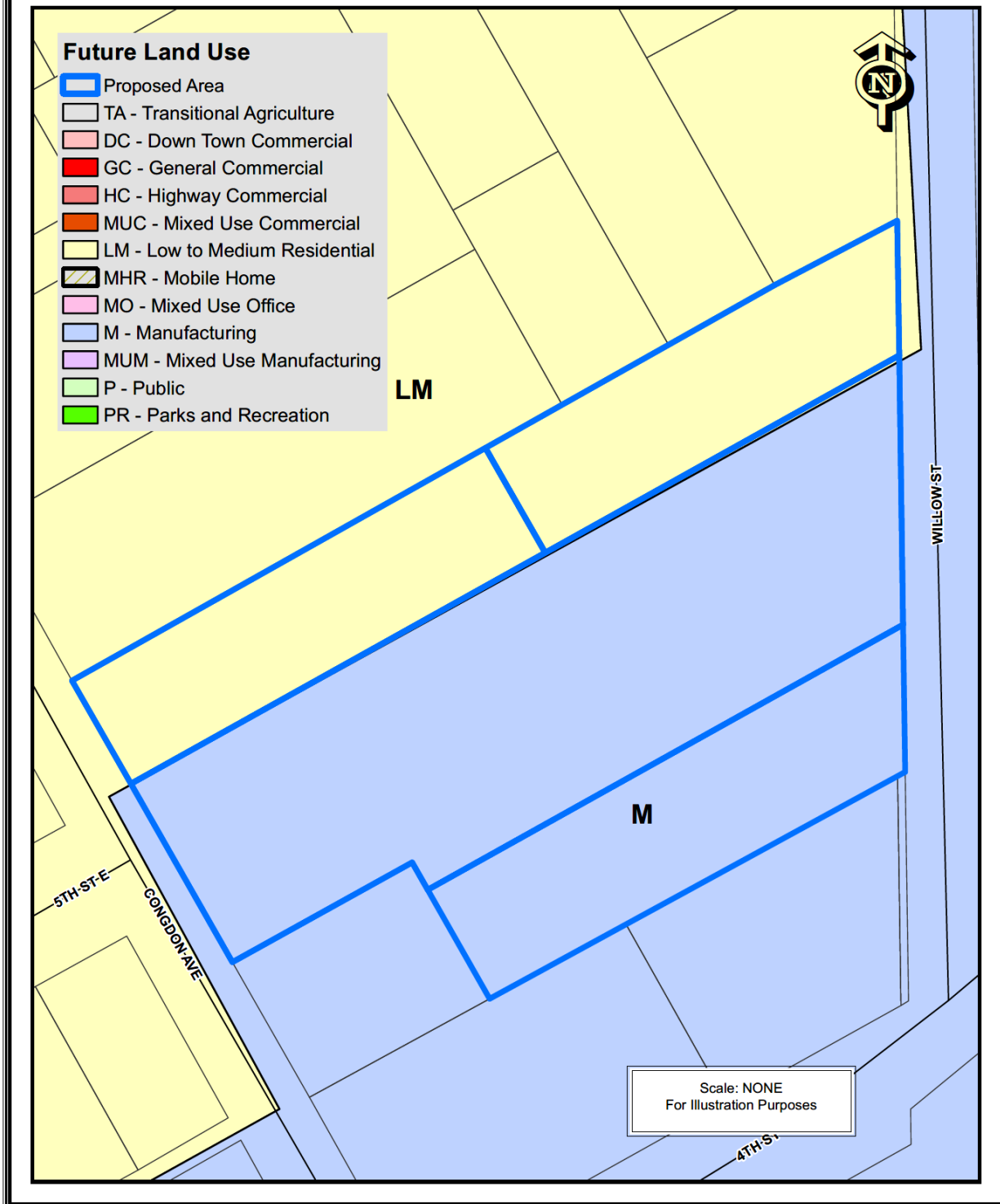
That the Regional Planning Commission recommend that the Grand Island City Council change the Future Land Use Component of the Grand Island Comprehensive Plan. Part of this property is already planned for low to medium density residential development.

That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on this site as requested.

If the Planning Commission recommends against changing the Future Land Use Map it would be consistent to recommend against the approval of the zoning change.

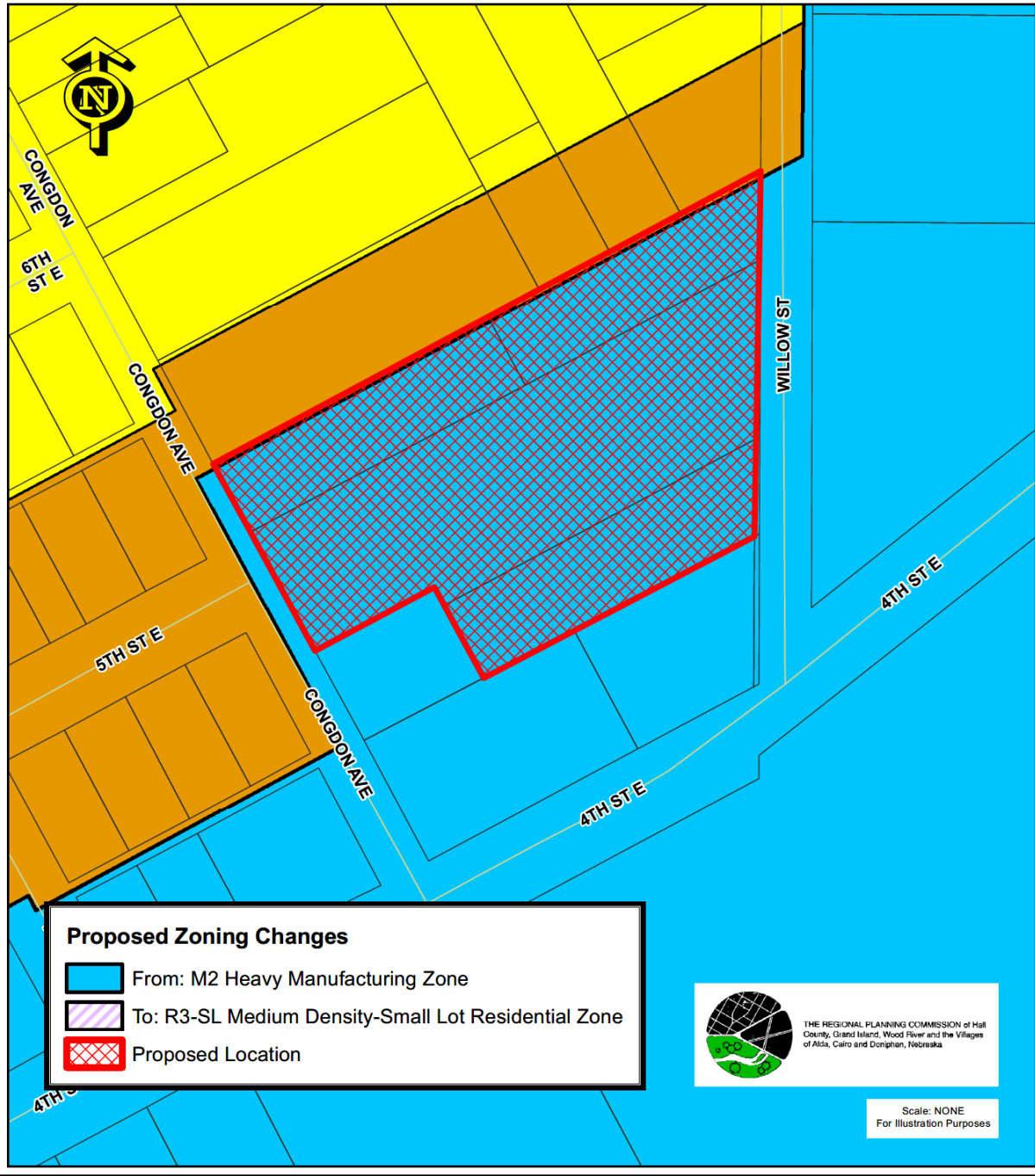
_____ Chad Nabity AICP, Planning Director

PROPOSED AREA LOCATION MAP



Proposed Zoning Change Location Map

A tract of land consisting of all of lots 11 and 12 and part of lots 13 and 14, all of Lambert's Subdivision,
in the City of Grand Island





City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item E-4

**Public Hearing on Amendment to the Redevelopment Plan for
CRA No. 1 located North of 4th Street between Congdon Avenue
and Willow Street (Starostka Contracting, LLC)**

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP
Meeting: May 14, 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.

Starostka Contracting LLC has submitted an application for tax increment financing to aid in the redevelopment of property located north of 4th Street between Willow Street and Congdon Avenue. The proposal would redevelop this property for 20 residential lots including the extension of streets, sewer, water and storm sewer along with site work and demolition of existing structures. Staff has prepared a redevelopment plan for this property consistent with the TIF application.

The CRA reviewed the proposed development plan on April 10, 2019 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on May 1, 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 May 1, 2019. The Planning Commission approved Resolution 2019-09 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island provided amendment to the future land use is approved for this development. The CRA approved Resolution 312 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 TIF will be used to offset allowed costs for redevelopment for improvements including the installation of streets, sewer, water, storm sewer, site grading and demolition to develop 20 residential lots. 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 \$1,165,090.

The developer has indicated that Five Points Bank of Grand Island has indicated that they would lend money for the project but the details of the loans have not been arranged.

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
April 2019**

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:

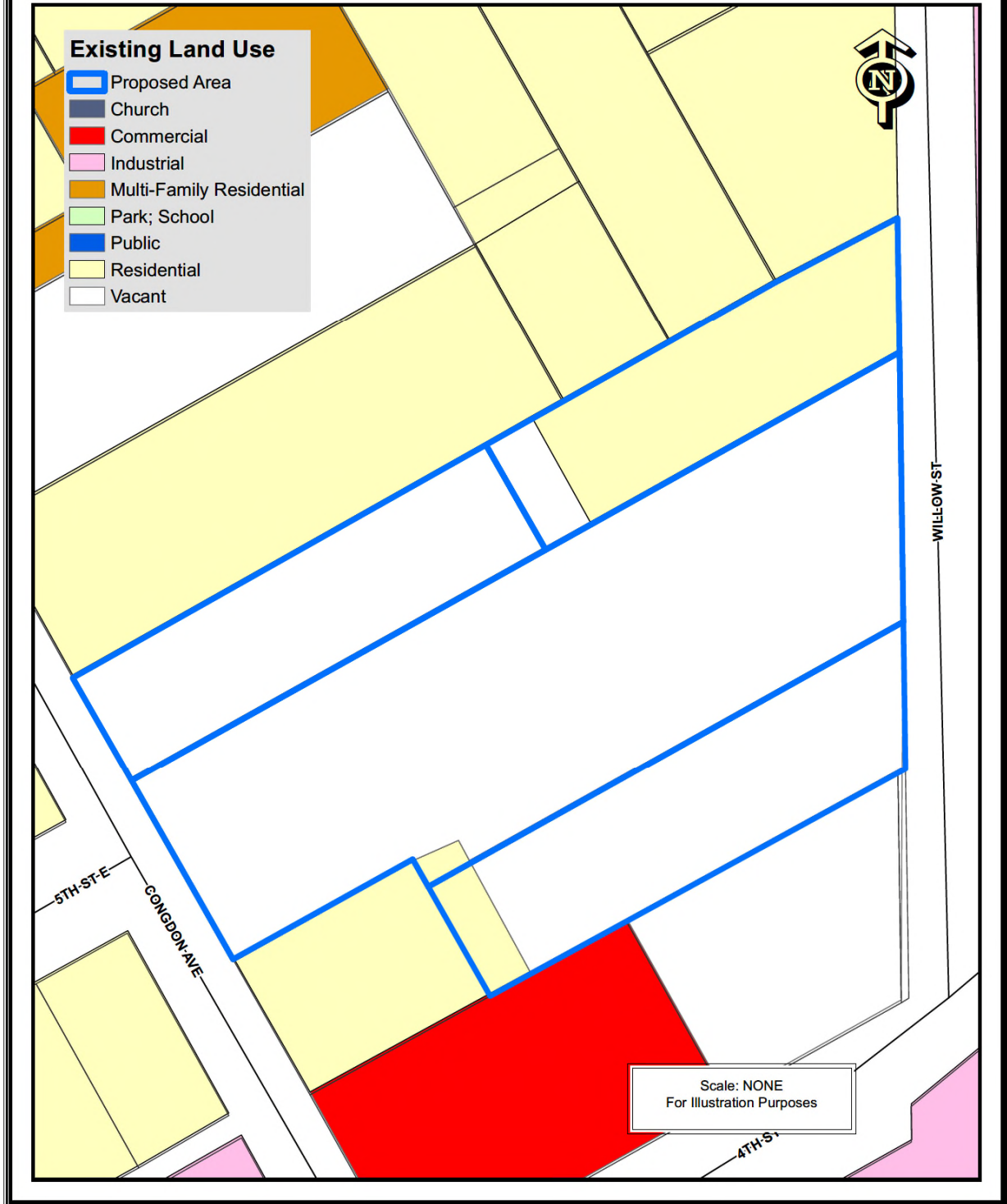
Project Description

THE REDEVELOPMENT PROPERTY LOCATED NORTH OF FOURTH STREET BETWEEN CONGDON AVENUE AND WILLOW STREETS FOR RESIDENTIAL USES, INCLUDING ACQUISITION OF PROPERTY, SITE WORK, SEWER, SEWER WATER, STORM SEWER AND STREETS AND DEMOLITION OF AN EXISTING STRUCTURE AND CONSTRUCTION OF UP TO 20 NEW SINGLE FAMILY RESIDENCES.

The use of Tax Increment Financing to aid in expenses associated with redevelopment of the property located at between Willow Street and Congdon Avenue along 5th Street extended from a vacant storage lot and single residence to a 20 lot residential subdivision. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project affordable. The project will result in developing a piece of property that the City staff including the planning department and Community Development staff have been interested in seeing developed since the early 2000’s. This property did not have access to City sewer and could not be developed without the extension of the sewer. The property has been used for a single house and as an industrial storage yard. The developers will ask the city to amend the comprehensive plan to show all of the property as planned for low to medium density residential and to rezone the property for residential uses. This project as proposed would not be possible without the use of TIF.

Starostka Contracting LLC will be acquiring this property and is proposing to subdivide the property after rezoning into 20 residential lots for the development of two and three bedroom single family homes. The existing residential unit is currently vacant and the remaining property has been used for outdoor storage of construction materials. The developer is responsible for and has provided evidence that they can secure adequate debt-financing to cover the costs associated with this project. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated for up to 15 years for a period beginning January 1, 2021 towards the allowable costs and associated financing project.

PROPOSED AREA LOCATION MAP



Existing Land Use and Subject Property

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

Property Description (the “Redevelopment Project Area”)
Hall County Assessor Parcels 400059800, 400059819, 400059835 and 400059827

Legal Descriptions: All of Lots 11 and 12 and part of Lot 13 and Lot 14 of Lambert’s Subdivision in the City of Grand Island, Hall County, Nebraska. This property will be replatted prior to contract approval

The tax increment will be captured for the tax years for which the payments become delinquent in years 2021 through 2038 inclusive with no property extending beyond the 15 maximum.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The increase will come from the development of the 20 lots and construction of the houses over an anticipated period of five years. The property will need to be rezoned prior to construction and development.

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 up to 15 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 substantially consistent with the Comprehensive Plan. Prior to approval of a contract for redevelopment the developer will request a modification to the Grand Island Comprehensive plan Future Land Use Map to show that this entire property is planned for residential development and for a change in zoning to a residential zoning district. The Hall County Regional Planning Commission held a public hearing at their meeting on May 1, 2019 and passed Resolution 2019-09 confirming that this project will be consistent with the Comprehensive Plan for the City of Grand Island as amended.

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

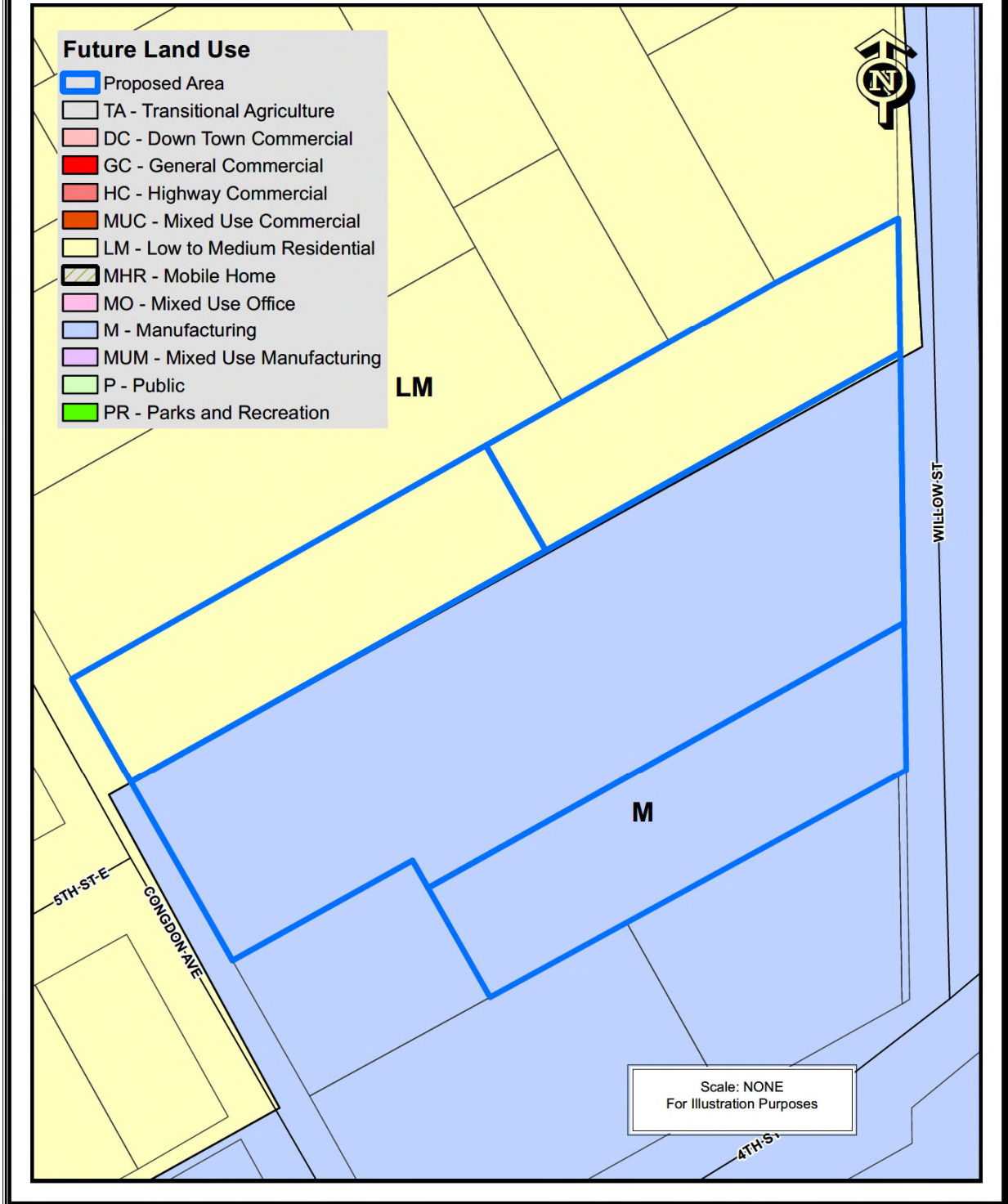
a. Land Acquisition:

The Redevelopment Plan for Area 1 provides for real property acquisition and this plan amendment does not prohibit such acquisition. The developer is proposing to acquire the property on a per lot basis from the current owners.. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

The project to be implemented does involve demolition of one residential structure and a garage. Based on the records from the Hall County Assessor's office the house was constructed in 1926 and the condition is badly worn..

PROPOSED AREA LOCATION MAP



City of Grand Island Future Land Use Map

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. All of the area around the site in private ownership is planned for low to medium density residential and manufacturing development. It is anticipated that the future land use map will be modified to reflect residential development across the entire site prior to approval of this plan or any redevelopment contract. This property is in private ownership. [§18-2103(b) and §18-2111]

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

The area is zoned M-2 Heavy Manufacturing zone. It is anticipated that this property will be rezoned to R-3SL medium density small lot residential zone prior to or along with the approval of this plan. 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 proposing to increase the number of dwelling units on the property from one to twenty and convert open storage space to residential lots. The size of the building and lot coverage will increase, but remain in conformance with the applicable regulations regarding site coverage and intensity of use for the proposed zoning district. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. Sewer is currently being extended to this property through an assessment district. This project will result in an increased in the number of services provided in the district and lower the overall cost of each service. This will result in lower assessment for the other properties participating in the district. Water is available to the subdivision and will be extended to all of the lots.

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. The existing house on this

property was vacant prior to consideration of this plan. 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 estimated costs for this project including acquisition are \$2,367,000. Site acquisition is expected to cost \$401,500 on a per lot basis. Site improvements including: tree removal, utility improvements, sidewalks and other flat concrete of \$587,565. Architectural and Engineering planning services of \$61,250 and are included as a TIF eligible expense. Legal, Developer and Audit Fees including a reimbursement to the City and the CRA of \$114,775 are included as TIF eligible expense. The total of eligible expenses for this project is \$1,165,090.

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 \$1,165,090 from the proceeds of the TIF. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2021 through December 2039.

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 develop a vacant and underutilize property with 10 brand new single family dwelling units in a manner consistent with the goals of the 2014 Housing Study for the City of Grand Island.

8. Time Frame for Development

Development of this project is anticipated to be completed between July 2019 and December of 2024. Excess valuation should be available for this project for up to 15 years on each house beginning with the 2020 tax year.

9. Justification of Project

This property has been in the Grand Island municipal limits and largely undeveloped for more than 100 years. The proposed construction will provide new quality housing in an existing neighborhood and remove a structure contributing to blight within the neighborhood.

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

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

Project Sources and Uses. Public funds from tax increment financing in the amount of \$1,165,090 provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$3,805,125 in private sector financing and equity investment; a private investment of \$3.27 for every TIF dollar invested.

Use of Funds	Source of Funds.		
	Description	TIF Funds	Private Funds
Site Acquisition	\$401,500		\$401,500
Legal and Plan*	\$114,775		\$114,775
Engineering/Arch	\$61,250		\$61,250
Financing		\$364,125	\$364,125
Demolition/Cleanup	\$49,644		\$49,644
Sanitary Sewer	\$129,680		\$129,680
Water	\$80,163		\$80,163
Storm Sewer	\$27,295		\$27,295
Grading/Paving	\$300,783		\$300,783
New Construction		\$3,400,000	\$3,400,000
Contingency		\$41,000	\$41,000
TOTALS	\$1,165,090	\$3,805,125	\$4,970,215

Tax Revenue. The property to be redeveloped has January 1, 2019, valuation of approximately \$60,373. Based on the 2018 levy this would result in a real property tax of approximately \$1,360. It is anticipated that the assessed value will increase by \$4,038,000 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$84,075 annually. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2019 assessed value:	\$ 60,373
Estimated taxable value after completion	\$ 4,098,000
Increment value	\$ 4,038,000
Annual TIF generated (estimated)	\$ 84,075
TIF bond issue	\$ 1,165,090

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

The redevelopment project area currently has an estimated valuation of \$60,373. The proposed redevelopment will create additional valuation of \$4,038,000. 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. The Grand Island Public School system was notified of this application prior to consideration of this plan by the Grand Island CRA, Regional Planning Commission or City Council. Fire and police protection are available and should not be negatively impacted by this development though any additional development and population may impact time of service.

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

This will provide additional housing options for the residents of Grand Island. The National Homebuilders Association estimates that each new single family home is the equivalent of 2.5 full time equivalent jobs so this development at 4 houses per year would represent an additional 8 FTE's within the city for the next five years.

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

This project will not have a negative impact on other employers except potentially to provide housing options for employees.

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

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

The average number of persons per household in Grand Island for 2012 to 2016 according to the American Community Survey is 2.65. Twenty additional households would house 53 people. According to the 2010 census 19.2% of the population of Grand Island was between the ages of 5 and 18. If the averages hold it would be expected that there would be an additional 11 school age children generated by this development. If this develops at a rate of 4 houses per year for 5 years approximately 3 children would be added to the school age population every year with this development. These 3 children will likely be spread over the full school age population from elementary to secondary school. According to the National Center for Educational Statistics¹ the 2015-16 enrollment for GIPS was 9,698 students and the cost per student in 2013-14 was \$12,343 of that \$5,546 is generated locally. The Grand Island Public School System was notified on April 3, 2019 that the CRA would be considering this application at their April 10, 2019 meeting.

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

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

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

Time Frame for Development

Development of this project is anticipated to be completed during between July of 2019 beginning with property clearance and utility installation and December of 2024. The base tax year should be calculated on the value of the property as of January 1, 2020. Excess valuation should be available for this project for 15 years beginning in 2021 with taxes due in 2022. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years on each house or an amount not to exceed \$1,165,090 or about 92% of the projected amount of increment based upon the anticipated value of the project and current tax rate. The developer will spend at least \$1,165,090 on eligible activities based on the estimates presented.



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name:

Address:

Telephone No.: _____ Fax No.: _____

Email: _____

Contact:

Brief Description of Applicant's

Business: _____

Present Ownership Proposed Project Site:

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

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

- A. Land $\$333,000 / 20 = \$16,500$ Per Lot \$ _____
- B. Building \$ _____

Construction Costs:

- A. Renovation or Building Costs: \$ _____
- B. On-Site Improvements: \$ _____

Soft Costs:

- A. Architectural & Engineering Fees: \$ _____
 - B. Financing Fees: $\$2,427,500 \times 5\% \times 3$ years \$ _____
 - C. Legal/Developer/Audit Fees: \$ _____
 - D. Contingency Reserves: \$ _____
 - E. Other (Please Specify) \$ _____
- TOTAL \$ _____

Total Estimated Market Value at Completion: $\$204,900 \times 20 =$ \$ _____

Source of Financing:

- A. Developer Equity: \$ _____
- B. Commercial Bank Loan: \$ _____

Tax Credits:

- 1. N.I.F.A. \$ _____
- 2. Historic Tax Credits \$ _____
- D. Industrial Revenue Bonds: \$ _____
- E. Tax Increment Assistance: \$ _____
- F. Other \$ _____

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

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

<u>Home Value:</u>	\$170,000.00	<u>Assessed Value @ 92% of Total:</u>	\$188,508.00
<u>Land & Improv. Value:</u>	78,632.65	<u>Total Number of Homes:</u> 20	<u>Levy:</u> .0223
<u>Total:</u>	\$248,632.65	<u>Taxes per Home:</u> \$188,508 x .0223 =	<u>\$4,203.73</u>
<u>Sale Price with Tax Increment Financing:</u> \$204,900.00		<u>Total Taxes per Year:</u> 20 x \$4,203.73 = <u>\$84,074.60</u>	

Project Construction Schedule: Estimated 4 homes per year

Construction Start Date:

Construction Completion Date:

If Phased Project:

_____	Year	_____	% Complete
_____	Year	_____	% Complete

XII. Please Attach Construction Pro Forma

XIII. Please Attach Annual Income & Expense Pro Forma
(With Appropriate Schedules)

TAX INCREMENT FINANCING REQUEST INFORMATION

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

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

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:

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

Attachment 2

Pro Forma
Starostka Contracting LLC.

DESCRIPTION		Project Total	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	
Income	20 buildings @ \$204,900	\$ 4,098,000.00	\$ 819,600.00	\$ 819,600.00	\$ 819,600.00	\$ 819,600.00	\$ 819,600.00	\$ 819,600.00														
	Income	\$ 4,098,000.00	\$ 819,600.00	\$ 819,600.00	\$ 819,600.00	\$ 819,600.00	\$ 819,600.00	\$ 819,600.00														
Expenses	Debt service (\$2,427,500.00 @ 3 years @ 5%)	\$ 364,125.00	\$ 72,825.00	\$ 72,825.00	\$ 72,825.00	\$ 72,825.00	\$ 72,825.00	\$ 72,825.00														
	Land & Infrastructure (\$989,065.30)	\$ 989,065.30	\$ 197,813.08	\$ 197,813.08	\$ 197,813.08	\$ 197,813.08	\$ 197,813.08	\$ 197,813.08														
	20 Homes (\$3,400,000)	\$ 3,400,000.00	\$ 680,000.00	\$ 680,000.00	\$ 680,000.00	\$ 680,000.00	\$ 680,000.00	\$ 680,000.00														
	Fees (\$176,025)	\$ 176,025.00	\$ 35,205.00	\$ 35,205.00	\$ 35,205.00	\$ 35,205.00	\$ 35,205.00	\$ 35,205.00														
	Total Expenses	\$ 4,929,215.30	\$ 985,843.08	\$ 985,843.08	\$ 985,843.08	\$ 985,843.08	\$ 985,843.08	\$ 985,843.08														
	Cash Flow	\$ (831,215.30)	\$ (166,243.08)	\$ (166,243.08)	\$ (166,243.08)	\$ (166,243.08)	\$ (166,243.08)	\$ (166,243.08)														
	Tax Increment Program	\$ 1,165,090.30	\$ 15,534.52	\$ 31,069.04	\$ 46,603.56	\$ 62,138.08	\$ 77,672.60	\$ 77,672.60	\$ 77,672.60	\$ 77,672.60	\$ 77,672.60	\$ 77,672.60	\$ 77,672.60	\$ 77,672.60	\$ 77,672.60	\$ 77,672.60	\$ 77,672.60	\$ 77,672.60	\$ 62,138.08	\$ 46,603.56	\$ 31,069.04	\$ 15,534.52
	Cash Flow With Tax Increment Financing	\$ 333,875.00	\$ (150,708.56)	\$ (135,174.04)	\$ (119,639.52)	\$ (104,105.00)	\$ (88,570.48)	\$ 77,672.60	\$ 77,672.60	\$ 77,672.60	\$ 77,672.60	\$ 77,672.60	\$ 77,672.60	\$ 77,672.60	\$ 77,672.60	\$ 77,672.60	\$ 77,672.60	\$ 77,672.60	\$ 62,138.08	\$ 46,603.56	\$ 31,069.04	\$ 15,534.52

Starostka Group Unlimited, Inc.

429 Industrial Lane
Grand Island, NE 68803

Ph. (308) 385-0636
Fax (308) 384-8447



Starostka Group Unlimited
429 Industrial Lane
Grand Island, NE 68803
308-385-0636

03/08/2019

QUOTE Starostka Contracting LLC
TO 429 Industrial Lane

Grand Island, NE 68803

JOB	LOCATION	START DATE
SC190064 - 4th Street Lot Development		

CLIENT #	DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
Site Demo and Cleanup					
1	Demo Existing House	1.000	LS	\$19,453.00	\$19,453.00
2	Relocate/Dispose of Stored Materials onsite	1.000	LS	\$13,721.00	\$13,721.00
3	Tree Removal	1.000	LS	\$16,470.00	\$16,470.00
Site Demo and Cleanup Subtotal					\$49,644.00
Sanitary Sewer					
1	4" Sanitary Sewer Services	20.000	EA	\$6,484.00	\$129,680.00
Sanitary Sewer					\$129,680.00
Watermain					
1	8" CI350 DI Watermain	540.000	LF	\$ 51.85	\$27,999.00
2	6" CI350 DI Watermain	18.000	LF	\$ 45.60	\$ 820.80
3	8x8 Tap Tee & Valve	1.000	EA	\$3,480.00	\$3,480.00
4	11.25 deg MJ Elbow	3.000	EA	\$ 162.00	\$ 486.00
5	45 deg MJ Elbow	4.000	EA	\$ 297.00	\$1,188.00
6	8x6 MJ Tee	1.000	EA	\$ 427.00	\$ 427.00
7	Fire Hydrant Assembly	2.000	EA	\$4,692.00	\$9,384.00
8	8" Bell Joint Block	1.000	EA	\$1,506.00	\$1,506.00
9	8" MJ Gate Valve w/box	1.000	EA	\$1,336.00	\$1,336.00
10	8x6 MJ Reducer	1.000	EA	\$ 199.00	\$ 199.00
11	1" Copper Water Service Pipe	504.000	LF	\$ 18.00	\$9,072.00
12	1" Service Connection	20.000	EA	\$ 657.00	\$13,140.00
13	1" Curb Stop w/Box	20.000	EA	\$ 190.00	\$3,800.00

Starostka Group Unlimited, Inc.

429 Industrial Lane
Grand Island, NE 68803

Ph. (308) 385-0636
Fax (308) 384-8447



CLIENT #	DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
14	R/R 6" PC Pavement w/Integral Curb	41.100	SY	\$ 123.00	\$5,055.30
15	Traffic Control	1.000	LS	\$2,270.00	\$2,270.00
Watermain Subtotal					\$80,163.10
Storm Sewer					
1	Convert Ex. Inlet to Junction Box	1.000	LS	\$3,724.00	\$3,724.00
2	Storm Junction Manhole	1.000	EA	\$4,659.00	\$4,659.00
3	18" HDPE Pipe	140.000	LF	\$ 64.15	\$8,981.00
4	15" CI4 RCP Pipe	32.000	LF	\$ 52.85	\$1,691.20
5	Type "D" Storm Drain Inlets	2.000	EA	\$4,120.00	\$8,240.00
Storm Sewer Subtotal					\$27,295.20
Earthwork, Paving & Sidewalks					
1	Import Fill 2.0 ft	1.000	LS	\$178,899.00	\$178,899.00
2	Erosion Controls	1.000	LS	\$10,828.00	\$10,828.00
3	Adjust Manhole to Grade	2.000	EA	\$ 713.00	\$1,426.00
4	6" Concrete Pavement w/integral curb	1,900.000	SY	\$ 49.30	\$93,670.00
6	4ft wide Sidewalk	2,000.000	SF	\$ 6.60	\$13,200.00
7	ADA Handicap Ramps	4.000	EA	\$ 690.00	\$2,760.00
Earthwork, Paving & Sidewalk Subtotal					\$300,783.00
TOTAL:					\$587,565.30



COMMUNITY REDEVELOPMENT AUTHORITY

April 3, 2019

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 twenty single family dwelling units in northeast Grand Island on property located north of 4th Street between Congdon Avenue and Willow Street. There is currently one house on this property that will be replaced so the net gain in units will be 19.

The application seeks \$1,165,090 in TIF assistance for the development of the 20 residential lots and 1100 to 1300 square foot 2 and 3 bedroom single family homes.

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

- CRA receives initial application, 12 p.m., April 10
- Regional Planning Commission holds public hearing 6 p.m., May 1.
- CRA reviews Planning Commission recommendation, 12 p.m. May 8.
- Grand Island City Council holds public hearing and takes action, 7 p.m., May 28.
- CRA considers redevelopment contract, 4 p.m. June 12.

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. 309

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 10th day of April, 2019

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

By 
Chairperson

ATTEST:


Secretary

Starostka Contracting LLC Fourth, Willow, Congdon

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

RESOLUTION NO. 310

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 Starostka Contracting LLC., (The "Developer") for redevelopment of property located between Congdon Avenue and Willow Street north of Fourth 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 10th day of April, 2019.

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

By 
Chairperson

ATTEST:


Secretary

Starostka Contracting LLC Fourth, Willow, Congdon

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 Starostka Contracting 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 May 1, 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 12th and Friday April 19th, 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 as amended.

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

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

DATED: May 1, 2019

HALL COUNTY REGIONAL PLANNING COMMISSION

ATTEST:

By: 
Chair

By: 
Secretary

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

RESOLUTION NO. 313

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

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

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

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

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

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

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

Section 1. The Authority has determined that the proposed land uses and building requirements in the Redevelopment Plan for the Project Area are designed with the general purposes of accomplishing, and in conformance with the general plan of the City, a coordinated, adjusted, and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency in economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provisions for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and communitive facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of
Starostka Contracting LLC 4th, Willow, Congdon

unsanitary or unsafe dwelling accommodations, or conditions of blight.

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

Section 3. In compliance with section 18-2114 of the Act, the Authority finds and determines as follows: (a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Authority and the Authority shall receive no proceeds from disposal to the Redeveloper; (b) the estimated cost of project acquisition and the estimated cost of preparation for redevelopment including site work, onsite utilities and related costs are described in detail in Exhibit B attached hereto; (c) the method of acquisition of the real estate shall be by private contract by the Redeveloper and not by condemnation; and (d) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the approximate amount of \$1,165,090 which shall be granted to the Redeveloper and from additional funds provided by the Redeveloper. No families will be displaced from the Redevelopment Project Area as a result of the project.

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

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

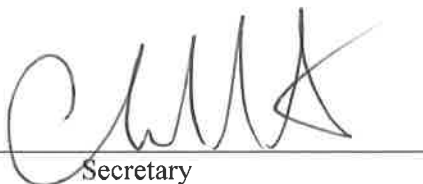
Section 6. This resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this 8th day of May, 2019.

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

ATTEST:

By: _____


Secretary

By: _____


Chair

Starostka Contracting LLC 4th, Willow, Congdon

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

Property Description (the "Redevelopment Project Area")

Hall County Assessor Parcels 400059800, 400059819, 400059835 and 400059827

Legal Descriptions: All of Lots 11 and 12 and part of Lot 13 and Lot 14 of Lambert's Subdivision in the City of Grand Island, Hall County, Nebraska. This property will be replatted prior to contract approval

Starostka Contracting LLC 4th, Willow, Congdon

* * * * *

EXHIBIT B

FORM OF REDEVELOPMENT PLAN

Starostka Contracting LLC 4th, Willow, Congdon



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item E-5

Public Hearing on Request to Rezone Lots 11-14 of Lambert's Subdivision located at 417 Congdon Avenue from M2 Heavy Manufacturing to R-3SL Medium Density Small Lot Residential (Starostka Group Unlimited, Inc.)

Memo is the same as E4. Council action will be taken at a Future City Council meeting.

Staff Contact: Chad Nabity



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item E-6

Public Hearing on Request to Rezone a Portion of Lot 2 Hanover Second Subdivision and a Portion of Lot 4 Hanover Third Subdivision located West of North Road and South of 13th Street from R1-Suburban Density Residential to R-3 Medium Density Residential (Trent Huff & Andy Eiler)

Council action will take place under Ordinances item F-4.

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: May 14, 2019

Subject: Rezone Part of Lot 2 of Hanover Second Subdivision and part of Lot 4 of Hanover Third Subdivision from R1 Suburban Density Residential to R3 Medium Density Residential

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

Background

Trent Huff has purchased all of Lot 4 of Hanover Third Subdivision and Lot 2 of Hanover Second Subdivision for residential development and has requested a zoning change on the property. He is requesting that the zoning on the north and west portion be changed to R3 Medium Density Residential. He will be submitting a preliminary plat for the development for the June planning commission meeting.

Discussion

At the regular meeting of the Regional Planning Commission, held May 1, 2019 the above item was considered following a public hearing.

O'Neill opened the public meeting

Nabity explained the proposal is to rezone the center section of the property from R1 to R-3. It will leave a strip of R1 along the large lot residential immediately to the south.

It will also leave the lots immediately against North Road as R1 and will allow them to build some duplexes and townhome units in the center portion of the property. A preliminary and final plat will be coming forward for the June meeting. The area is planned Low to Medium Density Residential and this change is consistent with the Comprehensive Plan. Nabity recommends approval.

Karen Bredthauer, 940 S. North Road, Grand Island, NE; Item # 7, Karen asked why the south part was not being rezoned. Nabity explained that it was not being rezoned so that larger lots would back onto the existing lots on Driftwood and houses similar to those on Driftwood could be built there.

O'Neill closed the public meeting

A motion was made by Ruge and second by Nelson to approve the request to rezone a portion of lot 1 Hanover Second Subdivision and portion of lot 4 Hanover Third Subdivision.

The motion was carried with eleven members in favor (Nelson, Allan, O'Neill, Ruge, Maurer, Rubio, Monter, Rainforth, Hedricksen, Randone and Kjar) no members voting no.

The memo sent to the planning commission with staff recommendation is attached for review by Council.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the ordinance as presented.

Agenda Item 7

PLANNING RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

April 23, 2019

SUBJECT: *Zoning Change R-1 to R3 part of Lot 4 Hanover Fourth Subdivision and Lot 2 of Hanover Second Subdivision.(C-22-2019G1)*

PROPOSAL: To rezone approximately 7.389 acres of land south of 13th Street and west of North Road, from R-1 Suburban Residential Zone to R-3 Medium Density Residential Zone, in the City of Grand Island. The purpose of this rezoning request is to allow for the development lots for duplex properties south and west of the new fire station and 911 Center.

OVERVIEW:

Site Analysis

*Current zoning designation:
Intent of zoning district*

R-1: Suburban Residential Zone
R-1: To provide for residential neighborhoods at a maximum density of four to five dwelling units per acre with supporting community facilities.

Permitted and conditional uses:

R-1: Agricultural uses, recreational uses and residential uses at a density of 4 dwelling units per acre

Proposed zoning district

R-3: Residential uses with a density of 1 unit per 3,000 square feet of property. Minimum lot size of 6,000 square feet. Churches, schools, parks and some limited non-profit operations and day care facilities are also allowed as permitted or conditional uses in this district.

Comprehensive Plan Designation:

Designated for Low to Medium Density Residential Development.

Existing land uses:

Vacant Ground

Adjacent Properties Analysis

Current zoning designations:

North: R-1: Suburban Density Residential Zone
South: R-1: Suburban Residential Zone
East: R-1 and R2: Suburban Residential Zone and Low Density Residential Zone
West: R-1: Suburban Density Residential Zone

Intent of zoning district:

R-1: To provide for residential neighborhoods at a maximum density of four to five dwelling units per acre with supporting community facilities.
R-2: To provide for residential neighborhoods at a maximum density of seven dwelling units per acre with supporting community facilities.

Permitted and conditional uses: **R-1:** Residential uses at a density of 4 dwelling units per acre, agricultural uses, and recreational uses

R-2: Residential uses with a density of 1 unit per 6,000 square feet of property. Minimum lot size of 6,000 square feet. Churches, schools, parks are permitted in this zoning district

Comprehensive Plan Designation: **All Directions:** Designated for Low to Medium Density Residential Development.

Existing land uses: **North:** Vacant Property
South: Vacant Property and Single Family Residential
East: Suburban residential lot with Single Family Homes and farm ground
West: Middle School and vacant property.

EVALUATION:

Positive Implications:

- *Consistent with the City's Comprehensive Land Use Plan:* The subject property is designated low to medium density residential development. (Typically R1, R-2 & R-3).
- *Accessible to Existing Municipal Infrastructure:* City water and sewer services are available to service the rezoning area and this will extend sewer to the properties to the south on Driftwood that cannot otherwise be served with sewer in an affordable manner.
- *Consistent with the existing residential development:* This property is adjacent to an existing low density single-family residential development. This proposal separates that single family development from the proposed duplex units with a row of single family homes along the south edge of the property by maintaining the R1 zoning south of the area to be rezoned.

Negative Implications:

No Negative Consequences Foreseen

Other Considerations

This proposal is consistent with the 2004 comprehensive plan.

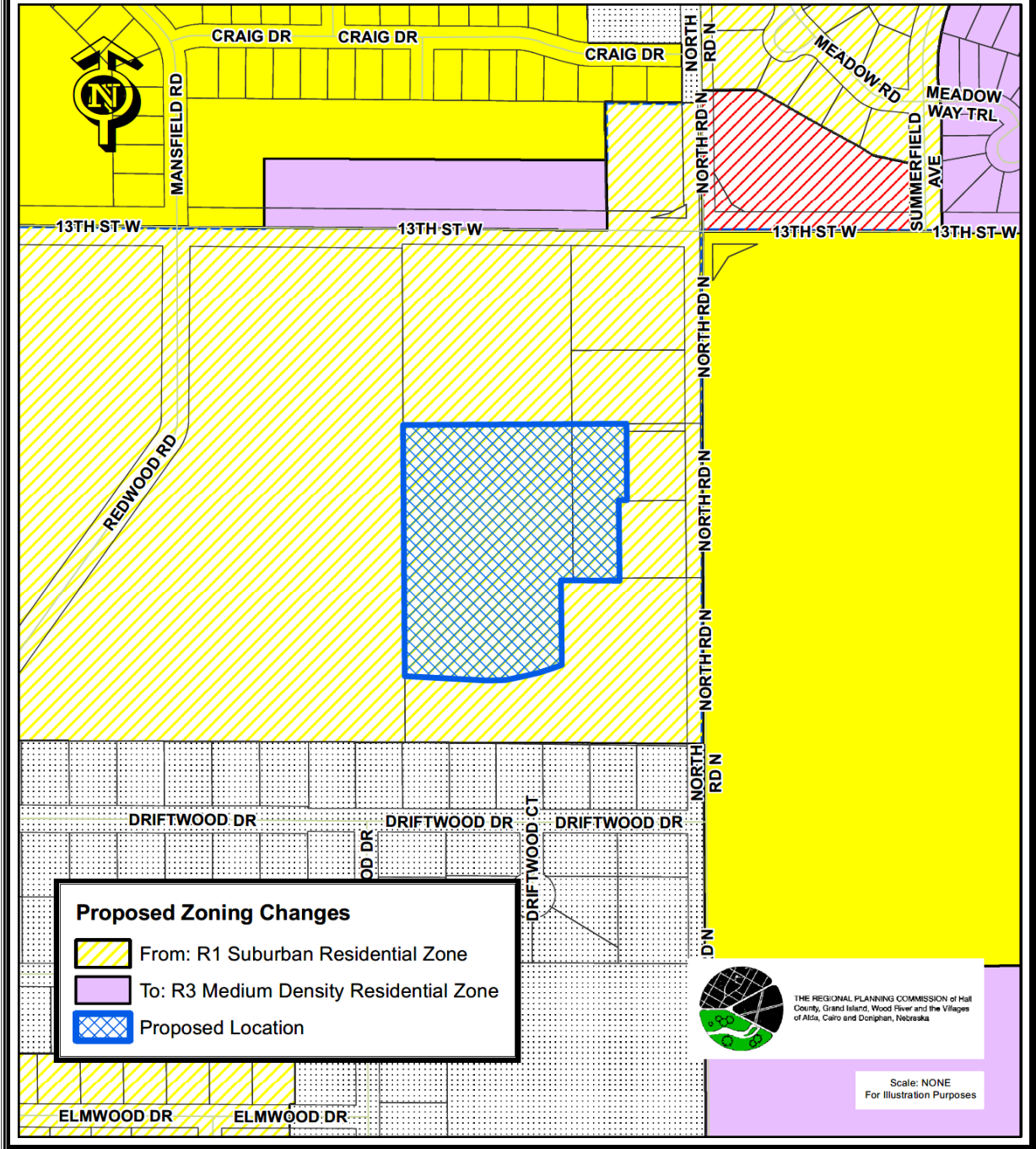
RECOMMENDATION:

That the Regional Planning Commission recommend that the Grand Island City Council change the zoning on the this site from R-1 Suburban Residential Zone to R-3 Medium Density Residential Zone as requested and shown on the attached map.

_____ Chad Nabity AICP, Director

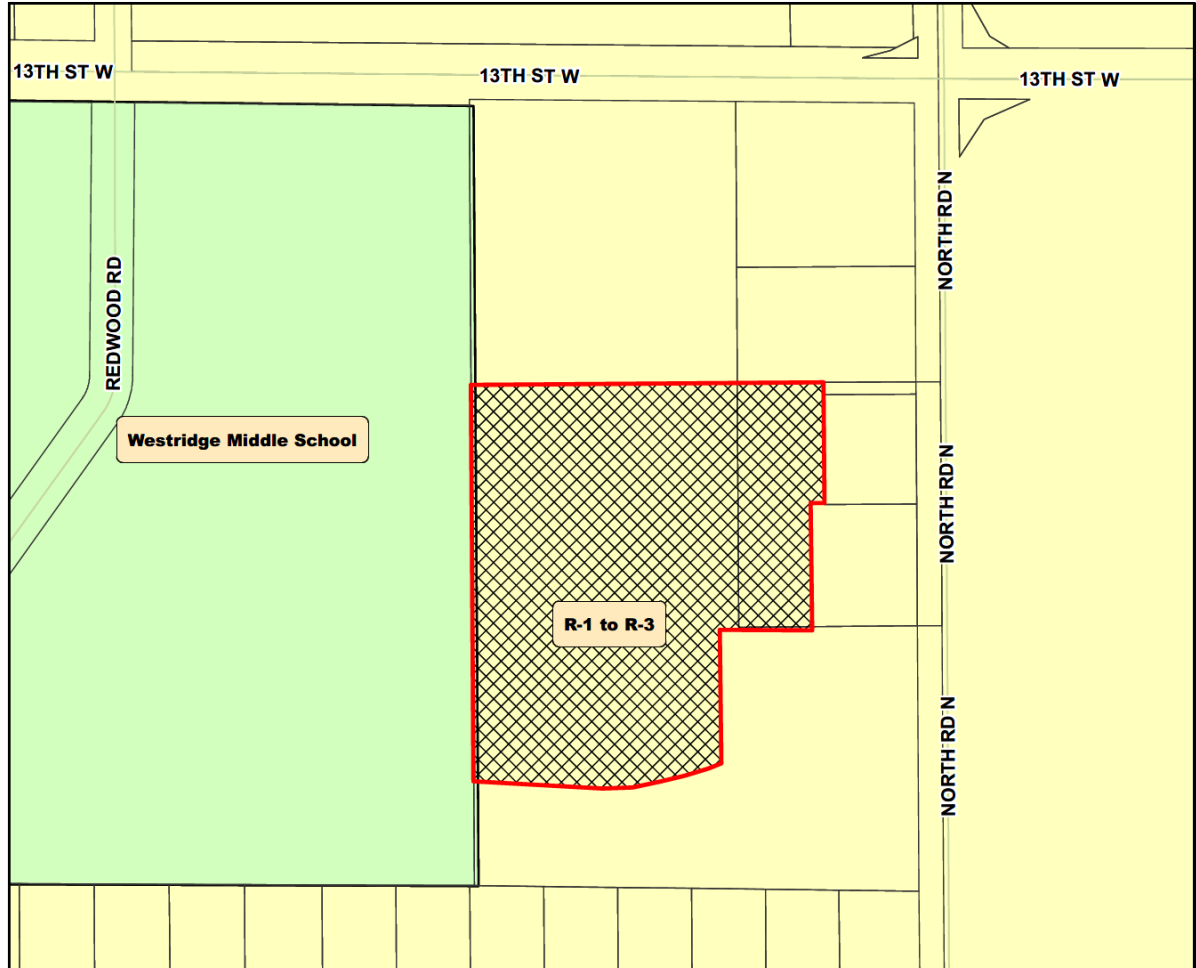
Propozed Zoning Change Location Map

Part of lot two (2) Hanover Second Subdivision and a part of lot four (4) Hanover Third Subdivision, in the City of Grand Island

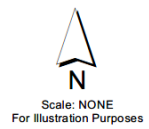


2018 Existing Zoning Map

PROPOSED REZONING FUTURE LAND USE MAP



Proposed Zoning Changes	
	TA - Transitional Agriculture
	DC - Down Town Commercial
	GC - General Commercial
	HC - Highway Commercial
	MUC - Mixed Use Commercial
	LM - Low to Medium Residential
	MHR - Mobile Home
	MO - Mixed Use Office
	M - Manufacturing
	MUM - Mixed Use Manufacturing
	P - Public
	PR - Parks and Recreation



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

2004 Future Land Use Map as Adopted with the Grand Island Comprehensive Plan



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item E-7

Public Hearing on Dedication of Right-of-Way at 3321 James Road

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

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: May 14, 2019

Subject: Public Hearing on Dedication of Right-of-Way at 3321 James Road

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

Background

Nebraska State Statutes stipulate that the acquisition of property requires a public hearing to be conducted with the acquisition approved by the City Council. The City of Grand Island is dedicating currently owned land as right-of-way to accommodate property access along James Road, north of Husker Highway.

Discussion

To allow for property access off of James Road to adjacent businesses, it is required that current City owned property is dedicated by the City of Grand Island as right-of-way. This area is on the east side of James Road, as shown in the attached sketch. The adjacent businesses need to construct new access on to James Road due to existing access off of Husker Highway being modified for safer operations with the current Husker Highway improvement 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 conduct a Public Hearing and approve dedication of the public right-of-way.

Sample Motion

Move to conduct a Public Hearing and approve the dedication of the public right-of-way.



RIGHT-OF-WAY DEDICATION





City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item E-8

Public Hearing on Acquisition of Utility Easement - 228 Lake Street - R2S2, LLC

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: May 14, 2019

Subject: Acquisition of Utility Easement – 228 Lake Street – R2S2, L.L.C.

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of R2S2, L.L.C., located through a part of Lot One (1), King's Crossing Subdivision, in the City of Grand Island, Hall County, Nebraska (228 Lake Street at the intersection of U.S. Highway 34 and South Locust Street), in order to have access to install, upgrade, maintain, and repair appurtenances, including water lines.

Discussion

Comfort Suites is proposing a new motel at the intersection of U.S. Highway 34 and South Locust Street. As a result, the Public Works Department will be completing a paving project for Lake Street. As part of Water Main Project 2019-W-1, a contractor will be installing a new fire hydrant to provide additional fire protection for this location. The proposed easement will allow the Utilities Department to install, access, operate and maintain the water infrastructure in this location.

Alternatives

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

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

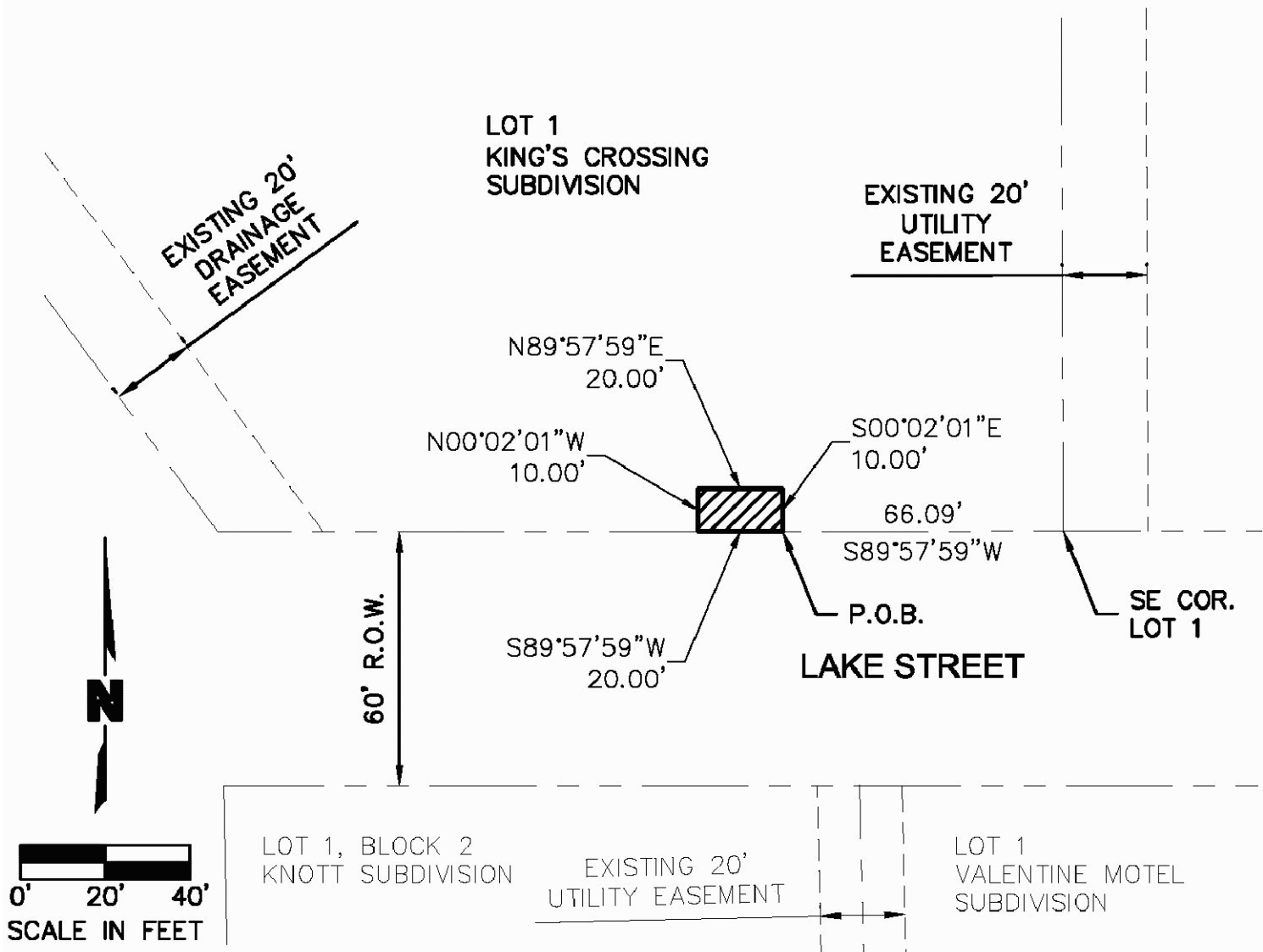
Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.

PERMANENT UTILITY EASEMENT
 CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
 LOT 1, KING'S CROSSING SUBDIVISION



LEGEND

 INDICATES 10' x 20' WIDE
UTILITY EASEMENT

CITY OF GRAND ISLAND UTILITIES DEPARTMENT	
<h1>EXHIBIT "A"</h1>	
DRN BY: K.J.M.	SCALE: 1"= 40'
DATE: 4/11/2019	FILE: KING'S XING



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item F-1

**#9728 - Consideration of Approving Annexation of Property
Located East of U.S. Highway 281 and South of Wildwood Drive
(Lewis Greenscape) (Second Reading)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, Regional Planning Director

Meeting: May 14, 2019

Subject: An Ordinance to Annex Property located East of U.S. 281, South of Wildwood Drive and all joining Right-of-Way and/or Easements for Road or Trail Purposes (Second Reading)

Presenter(s): Chad Nabity, Regional Planning Director

Background

The Annexation Component of the Grand Island Comprehensive Development Plan as adopted by the Grand Island City Council on July 13, 2004 sets as the policy of Grand Island that County Industrial Tracts should periodically be reviewed as allowed by Revised Nebraska State Statutes for consideration of annexation and that all areas encompassed by the Corporate Limits of Grand Island should be considered for annexation.

Station 31, LLC, owner of property has petitioned the City of Grand Island to consider annexation of this property and submitted the attached annexation plat.

This property is adjacent to and contiguous with the municipal limits of the city on the north and west sides.

Based on the request from Station 31, LLC, the owner of the property, staff has prepared an ordinance for annexation that would become effective 15 days after passage on third and final reading. Council will consider this on its second reading on May 14, 2019. Based on the requirements outlined in §16-117 (7) the City can consider an ordinance for annexation and pass that ordinance after three readings by Council. Also based on §16-117 (7) there is no requirement for a public hearing on this annexation. Annexation ordinances must be passed on three separate readings.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117 (7). Annexation ordinances must be read on three separate occasions.

This is the second reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of those properties.

There is no impact to the extraterritorial zoning jurisdiction with this annexation.

One existing residence and one vacant commercial site would be added to the City as a result of this annexation. It is anticipated that both will be razed for redevelopment.

Alternatives

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

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

Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on second reading.

Exhibit A

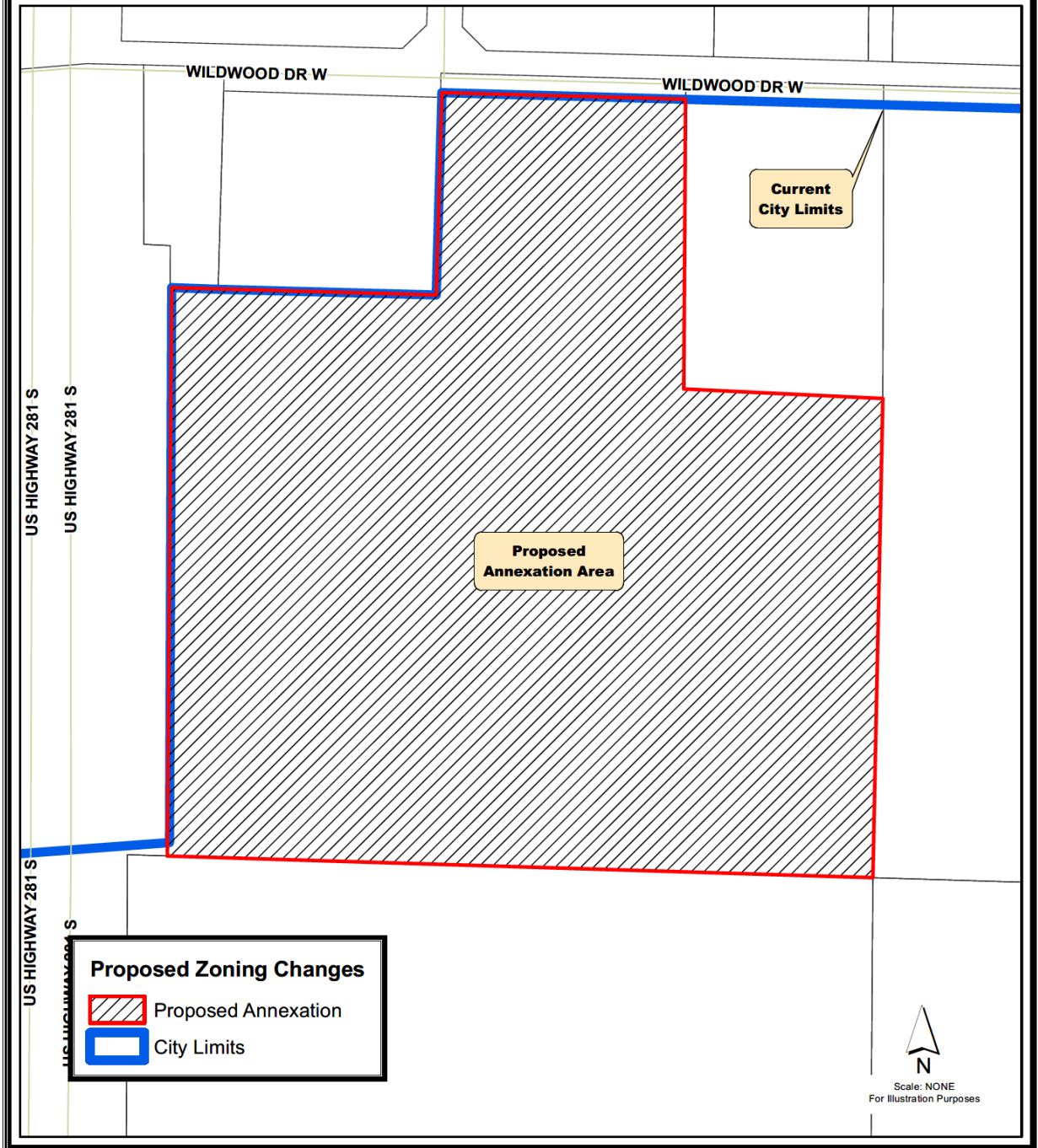
Legal description as follows:

ANNEXATION TRACT DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4 NW1/4) OF SECTION EIGHT (8), TOWNSHIP TEN (10) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., ALL IN HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GREENSCAPE INC. SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE S89°31'22"E, ALONG THE NORTH LINE OF THE NW1/4 NW1/4, A DISTANCE OF 414.88 FEET; THENCE S00°36'27"E A DISTANCE OF 539.27 FEET; THENCE S89°30'08"E A DISTANCE OF 327.21 FEET TO A POINT ON THE EAST LINE OF SAID NW1/4 NW1/4; THENCE S00°45'39"E, ALONG SAID EAST LINE, A DISTANCE OF 783.28 FEET TO THE SOUTHEAST CORNER OF SAID NW1/4 NW1/4; THENCE N89°26'24"W, ALONG THE SOUTH LINE OF SAID NW1/4 NW1/4, A DISTANCE OF 1257.59 FEET TO A POINT EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281; THENCE N00°45'25"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 946.78 FEET TO A POINT BEING THE EXTENSION OF THE SOUTH LINE OF GREENSCAPE INC. SUBDIVISION; THENCE S89°32'09"E, AND ALONG SAID EXTENSION LINE AND THE SOUTH LINE OF SAID GREENSCAPE INC. SUBDIVISION, A DISTANCE OF 516.96 FEET TO THE SOUTHEAST CORNER OF LOT 1, GREENSCAPE INC. SUBDIVISION; THENCE N00°46'49"W, ALONG SAID EAST SUBDIVISION LINE, A DISTANCE OF 373.99 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1,292,425.84 SQUARE FEET OR 29.670 ACRES MORE OR LESS.

Propozed Annexation Location Map



* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9728

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of property in Northwest Quarter of the Northwest Quarter of Section 8, Township 10 north, Range 9 west of the 6th P.M. in Hall County, Nebraska as more particularly described hereinafter and as shown on the annexation plat Exhibit “A” attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, the Station 31 LLC as owner of the property petitioned the City of Grand Island to consider annexation of said property into the City of Grand Island; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island encourages the annexation of adjacent property when request by the property owner; and

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

Approved as to Form ☐ _____
May 10, 2019 ☐ City Attorney

ORDINANCE NO. 9728 (Cont.)

WHEREAS, on April 23, 2019 the City Council of the City of Grand Island considered such annexation and approved such annexation on first reading and on May 14, 2019 approved such annexation on second reading and on May 28, 2019 approved such annexation on third and final reading.

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

SECTION 1. It is hereby found and determined that:

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

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

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

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

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

ORDINANCE NO. 9728 (Cont.)

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

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

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

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

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

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

Enacted: May 28, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

ORDINANCE NO. 9728 (Cont.)

Exhibit A

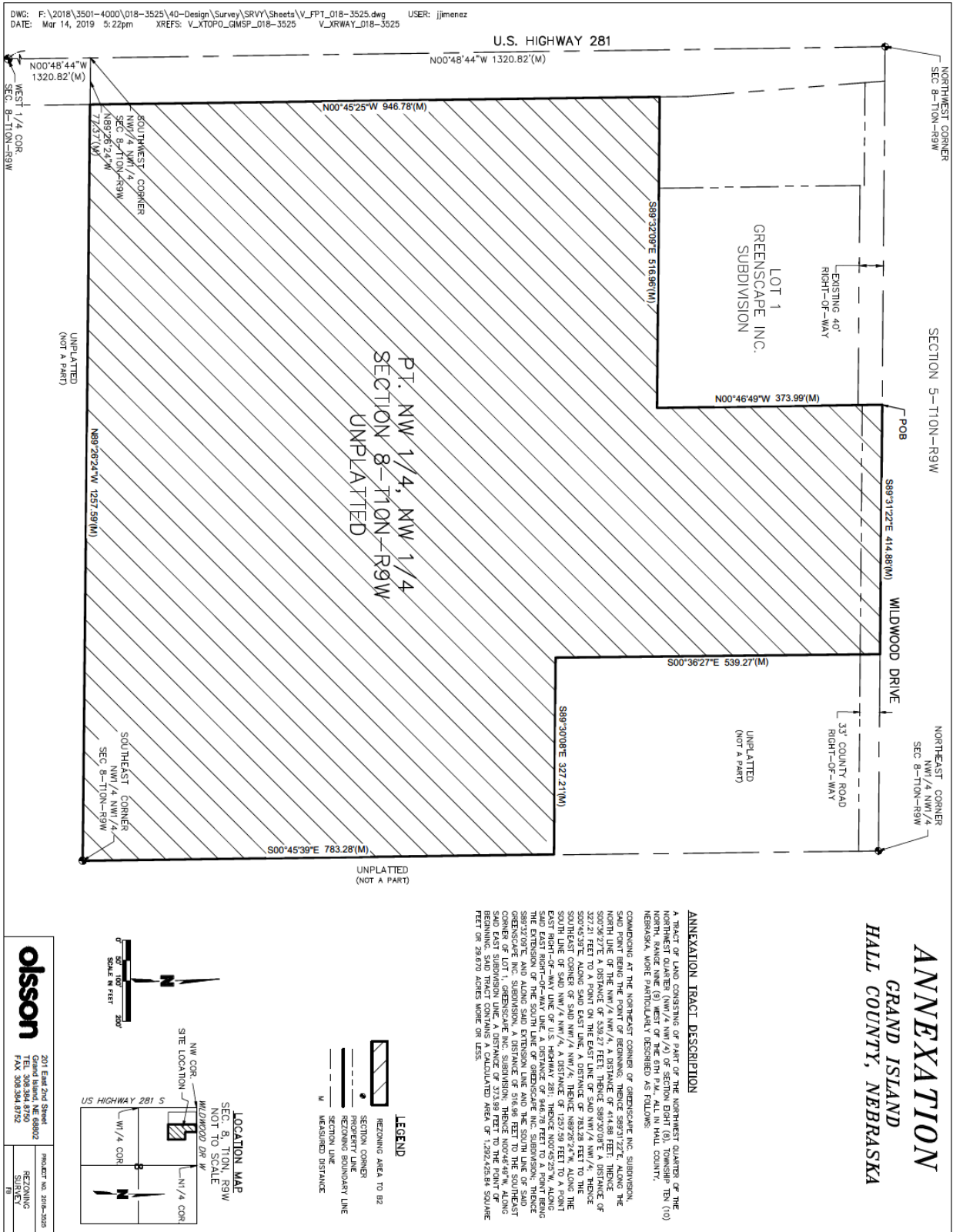
ANNEXATION TRACT DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW1/4 NW1/4) OF SECTION EIGHT (8), TOWNSHIP TEN (10) NORTH, RANGE NINE (9) WEST OF THE 6TH P.M., ALL IN HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GREENSCAPE INC. SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE S89°31'22"E, ALONG THE NORTH LINE OF THE NW1/4 NW1/4, A DISTANCE OF 414.88 FEET; THENCE S00°36'27"E A DISTANCE OF 539.27 FEET; THENCE S89°30'08"E A DISTANCE OF 327.21 FEET TO A POINT ON THE EAST LINE OF SAID NW1/4 NW1/4; THENCE S00°45'39"E, ALONG SAID EAST LINE, A DISTANCE OF 783.28 FEET TO THE SOUTHEAST CORNER OF SAID NW1/4 NW1/4; THENCE N89°26'24"W, ALONG THE SOUTH LINE OF SAID NW1/4 NW1/4, A DISTANCE OF 1257.59 FEET TO A POINT EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281; THENCE N00°45'25"W, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 946.78 FEET TO A POINT BEING THE EXTENSION OF THE SOUTH LINE OF GREENSCAPE INC. SUBDIVISION; THENCE S89°32'09"E, AND ALONG SAID EXTENSION LINE AND THE SOUTH LINE OF SAID GREENSCAPE INC. SUBDIVISION, A DISTANCE OF 516.96 FEET TO THE SOUTHEAST CORNER OF LOT 1, GREENSCAPE INC. SUBDIVISION; THENCE N00°46'49"W, ALONG SAID EAST SUBDIVISION LINE, A DISTANCE OF 373.99 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 1,292,425.84 SQUARE FEET OR 29.670 ACRES MORE OR LESS.

ORDINANCE NO. 9728 (Cont.)

Exhibit B

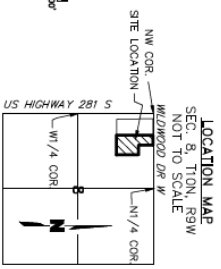
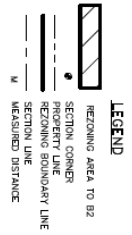


ANNEXATION
 GRAND ISLAND
 HALL COUNTY, NEBRASKA

ANNEXATION TRACT DESCRIPTION

A TRACT OF LAND CONSISTING OF PART OF THE NORTHWEST QUARTER OF THE NORTHWEST CORNER OF SECTION 8, T10N, R9W, NORTH RANGE NINE (9), WEST OF THE 9TH P.M., 4th IN HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF GREENSCAPE, INC. SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING, THENCE S89°31'22"E, ALONG THE NORTH LINE OF THE NW 1/4 NW 1/4, A DISTANCE OF 414.88 FEET; THENCE S00°36'27"E, A DISTANCE OF 539.27 FEET; THENCE S89°30'08"E, A DISTANCE OF 527.21 FEET TO A POINT ON THE EAST LINE OF SAID NW 1/4 NW 1/4, THENCE S00°45'39"E, A DISTANCE OF 783.28 FEET; THENCE N89°26'24"W, ALONG THE SOUTH LINE OF SAID NW 1/4 NW 1/4, A DISTANCE OF 1257.59 FEET TO A POINT EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 281; THENCE N00°45'25"W, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID NW 1/4 NW 1/4, A DISTANCE OF 946.78 FEET; THENCE S89°32'08"E, A DISTANCE OF 516.96 FEET TO THE NORTHEAST CORNER OF SAID NW 1/4 NW 1/4, A DISTANCE OF 1257.59 FEET TO A POINT ON THE EAST SUBDIVISION LINE OF GREENSCAPE, INC. SUBDIVISION; THENCE S89°32'08"E, A DISTANCE OF 516.96 FEET TO THE SOUTHEAST CORNER OF SAID NW 1/4 NW 1/4, A DISTANCE OF 1257.59 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 1,292,425.84 SQUARE FEET OR 29.670 ACRES MORE OR LESS.



olsson

201 East 2nd Street
 Grand Island, NE 68802
 PHONE: 308.384.8722
 FAX: 308.384.8722

PROJECT NO. 2018-385
 REZONING
 SHEET
 18



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item F-2

**#9729 - Consideration of Approving Annexation of Property
Located West of North Road and South of 13th Street (Ray
Stander) (Second Reading)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, Regional Planning Director

Meeting: May 14, 2019

Subject: An Ordinance to Annex Property described as Lot 2 of Hanover Second Subdivision located West of North Road and South of 13th Street and all joining Right-of -Way and/or Easements for Road or Trail Purposes (Second Reading)

Presenter(s): Chad Nabity, Regional Planning Director

Background

The Annexation Component of the Grand Island Comprehensive Development Plan as adopted by the Grand Island City Council on July 13, 2004 sets as the policy of Grand Island that County Industrial Tracts should periodically be reviewed as allowed by Revised Nebraska State Statutes for consideration of annexation and that all areas encompassed by the Corporate Limits of Grand Island should be considered for annexation.

Ray Stander, owner of property has petitioned the City of Grand Island to consider annexation of this property.

This property is adjacent to and contiguous with the municipal limits of the city on the north, south and west sides.

Based on the request from Ray Stander, the owner of the property, staff has prepared an ordinance for annexation that would become effective 15 days after passage on third and final reading. Council will consider this on its second reading on May 14, 2019. Based on the requirements outlined in §16-117 (7) the City can consider an ordinance for annexation and pass that ordinance after three readings by Council. Also based on §16-117 (7) there is no requirement for a public hearing on this annexation. Annexation ordinances must be passed on three separate readings.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117 (7). Annexation ordinances must be read on three separate occasions.

This is the second reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of those properties.

There is no impact to the extraterritorial zoning jurisdiction with this annexation.

One existing residence would be added to the City as a result of this annexation.

Alternatives

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

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

Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on second reading.

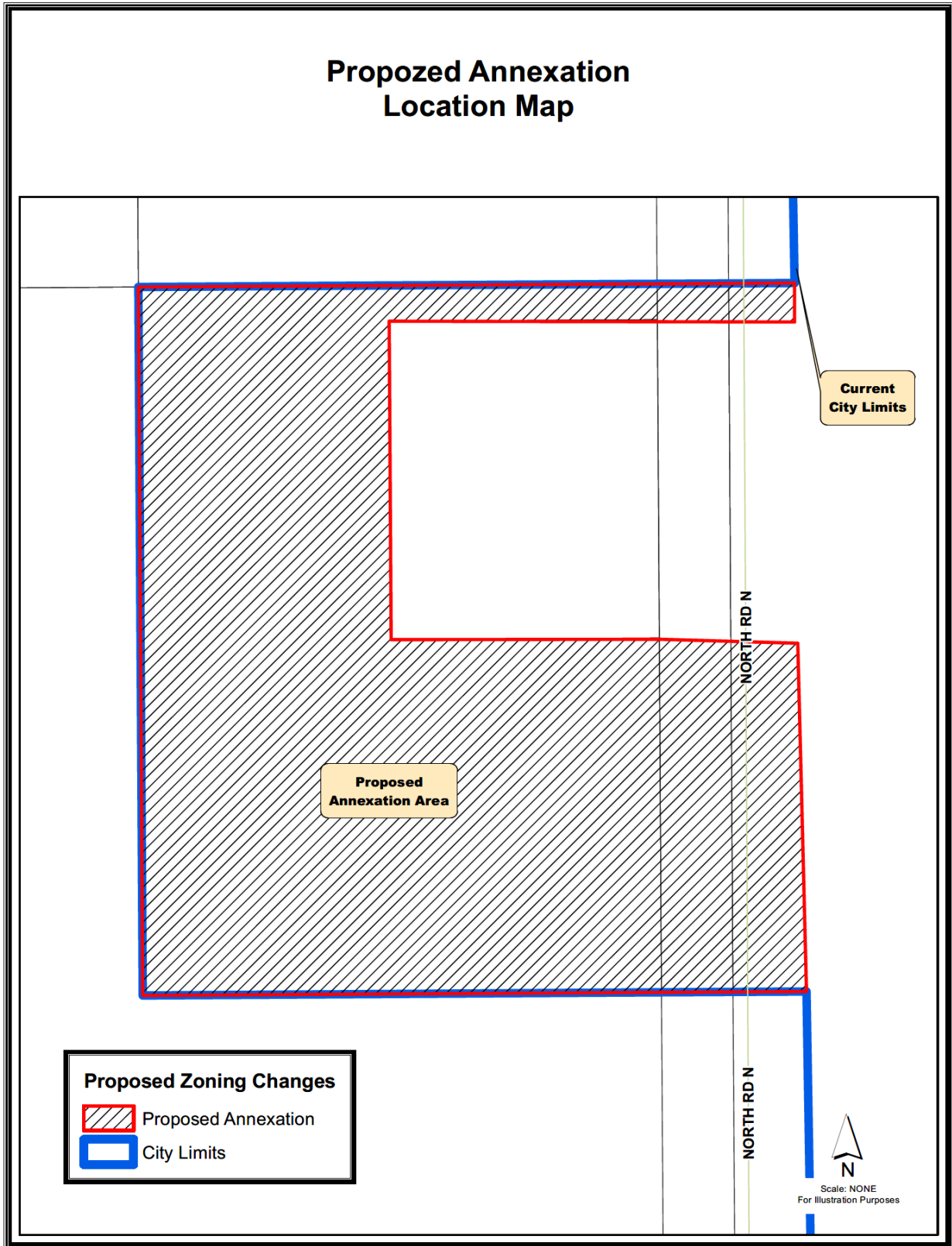
Exhibit A

Legal description as follows:

Lot 2 of Hanover Second Subdivision in Hall County, Nebraska.

Exhibit B

Proposed Annexation Location Map



* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9729

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of property Lot 2 of Hanover Second Subdivision in Hall County, Nebraska on the annexation plat Exhibit “B” attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, the Ray Stander as owner of the property petitioned the City of Grand Island to consider annexation of said property into the City of Grand Island; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island encourages the annexation of adjacent property when request by the property owner; and

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

WHEREAS, on April 23, 2019 the City Council of the City of Grand Island considered such annexation and approved such annexation on first reading and on May 14, 2019

Approved as to Form	☐ _____
May 10, 2019	☐ City Attorney

ORDINANCE NO. 9729 (Cont.)

approved such annexation on second reading and on May 28, 2019 approved such annexation on third and final reading.

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

SECTION 1. It is hereby found and determined that:

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

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

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

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

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

SECTION 3. The subject tract of land is hereby annexed to the City of Grand Island, Hall County, Nebraska, and said land and the persons thereon shall thereafter be subject

ORDINANCE NO. 9729 (Cont.)

to all rules, regulations, ordinances, taxes and all other burdens and benefits of other persons and territory included within the City of Grand Island, Nebraska.

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

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

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

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

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

Enacted: May 28, 2019.

Roger G. Steele, Mayor

Attest:

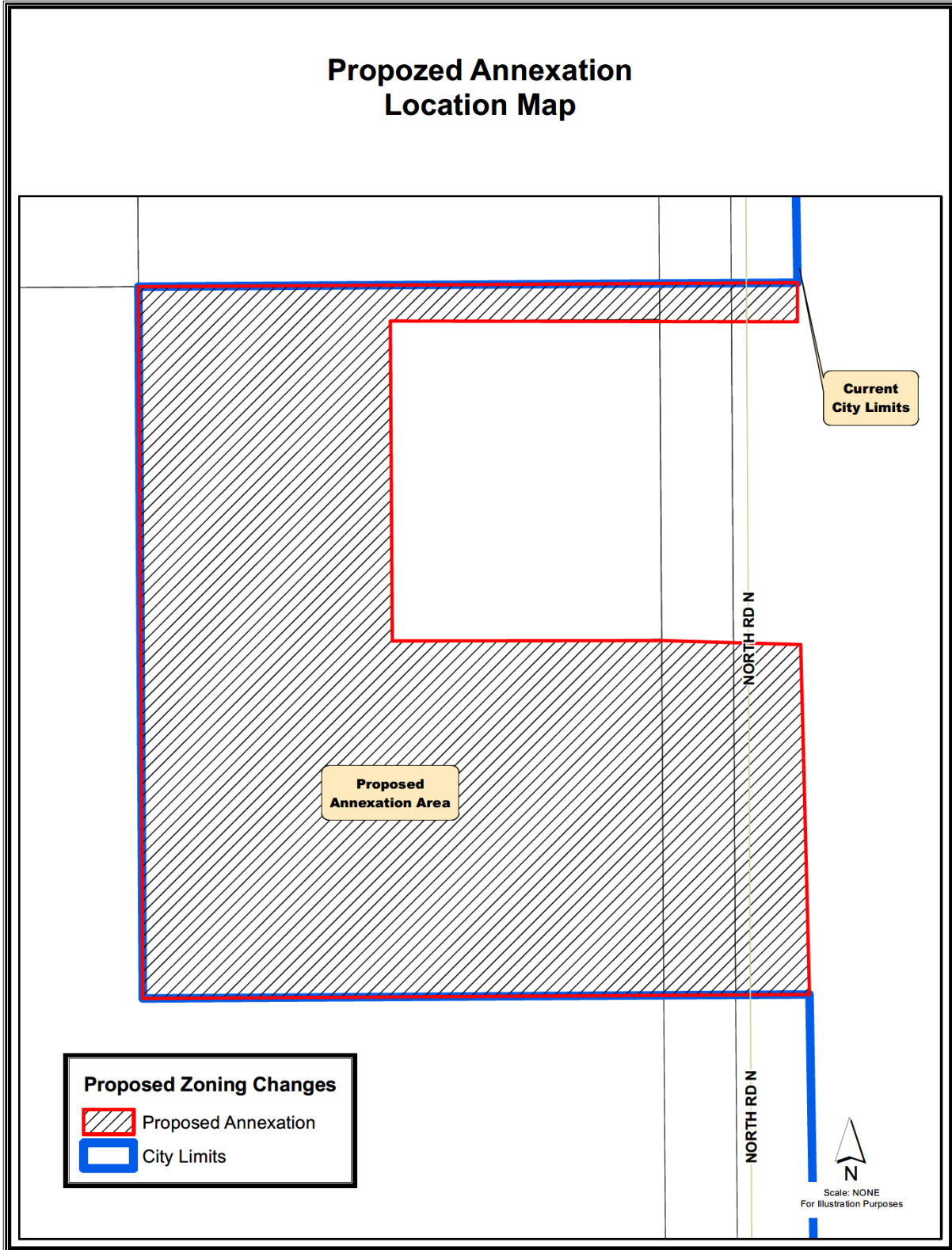
RaNae Edwards, City Clerk

ORDINANCE NO. 9729 (Cont.)

Exhibit A

Lot 2 of Hanover Second Subdivision in Hall County, Nebraska

Exhibit B





City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item F-3

**#9730 - Consideration of Approving Annexation of Property
Located between U.S. Highway 281 and Old Nebraska Highway 2,
West of Eagle Scout Park (City of Grand Island) (Second Reading)**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, Regional Planning Director

Meeting: May 14, 2019

Subject: An Ordinance to Annex Property located South of U.S. 281, North of Old Nebraska Highway 2 and East of Eagle Scout Park all adjoining Right-of -Way and/or Easements for Road or Trail Purposes (Second Reading)

Presenter(s): Chad Nabity, Regional Planning Director

Background

The Annexation Component of the Grand Island Comprehensive Development Plan as adopted by the Grand Island City Council on July 13, 2004 sets as the policy of Grand Island that County Industrial Tracts should periodically be reviewed as allowed by Revised Nebraska State Statutes for consideration of annexation and that all areas encompassed by the Corporate Limits of Grand Island should be considered for annexation.

The City of Grand Island, owner of property has petitioned the City of Grand Island to consider annexation of this property.

This property is adjacent to and contiguous with the municipal limits of the city on the south and east sides and part of the west side.

Based on the request from the City, staff has prepared an ordinance for annexation that would become effective 15 days after passage on third and final reading. Council will consider this on its second reading on May 14, 2019. Based on the requirements outlined in §16-117 (7) the City can consider an ordinance for annexation and pass that ordinance after three readings by Council. Also based on §16-117 (7) there is no requirement for a public hearing on this annexation. Annexation ordinances must be passed on three separate readings.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117 (7). Annexation ordinances must be read on three separate occasions.

This is the second reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of those properties.

There is no impact to the extraterritorial zoning jurisdiction of with this annexation.

No existing residences would be added to the City as a result of this annexation.

Alternatives

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

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

Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

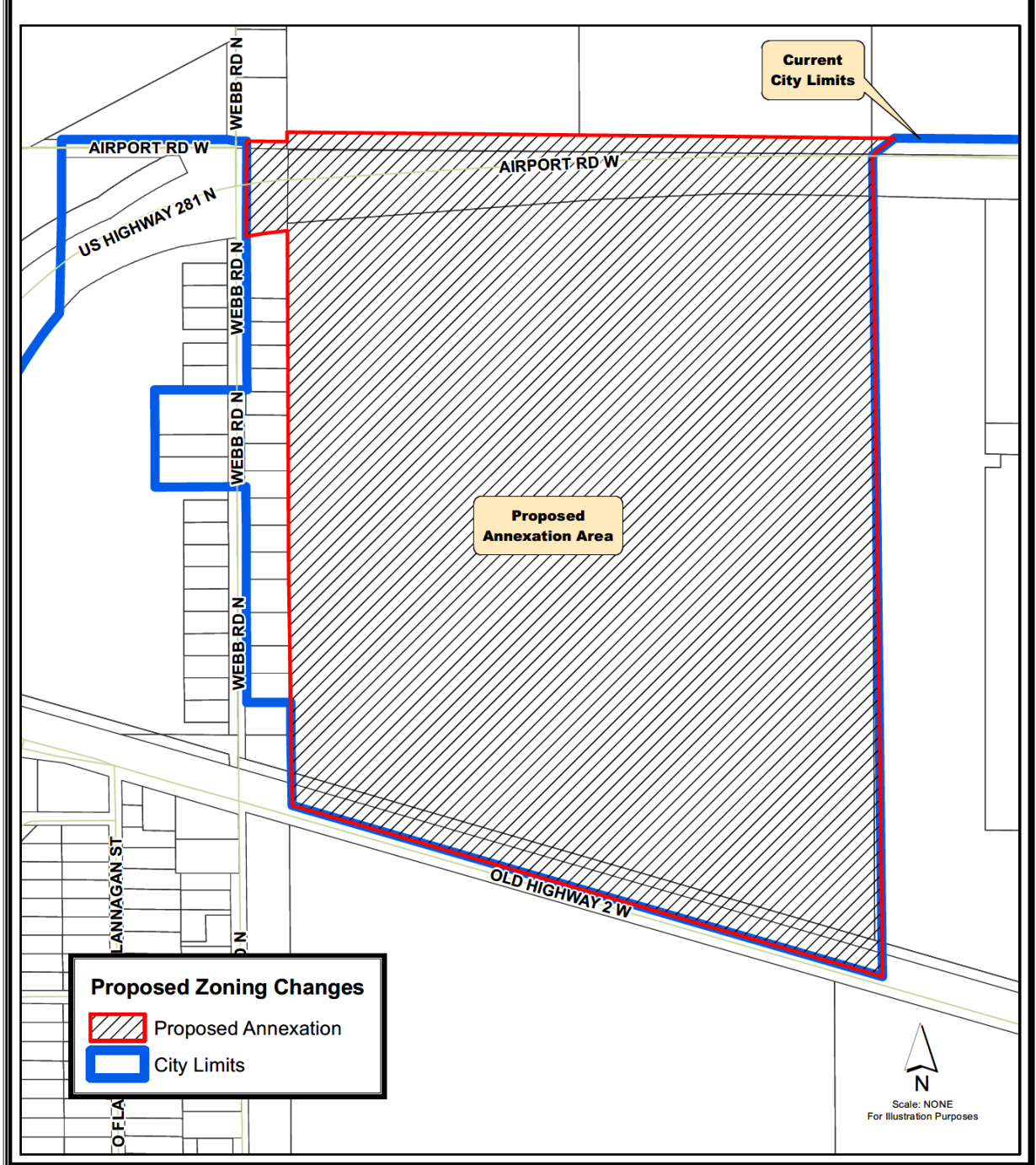
Move to approve the annexation ordinance on second reading.

Exhibit A

Legal description as follows:

Beginning at the northeast property corner of Lot 2 Schumman Subdivision and proceeding in a northerly direction along the west line of Section 5, Township 11 north, Range 9 west of the 6th P.M. to the northeast corner of Lot 1 Lawton Subdivision, thence in a westerly direction to the northwest corner of Lot 1 Lawton Subdivision the edge of the Webb Road right of way, thence northerly along the Webb Road right of way to the Intersection of the Webb Road and Airport Road right of way, thence easterly to the west line of parcel 400187192 owned by the Nebraska Department of Transportation as right of way for U.S. Highway 281, thence north to the northwest corner of the Nebraska Department of Transportation right of way, thence easterly along the north right of way line to the current municipal limits of the City of Grand Island, thence in a southwesterly direction to a point at the southeast corner of parcel 400187192 owned by the Nebraska Department of Transportation as right of way for U.S. Highway 281, thence in a southerly direction along the municipal limits line of the City of Grand Island to the northerly right of way line of Old Nebraska Highway 2, thence in a northwesterly direction along the north right of way line of Old Nebraska Highway 2 to the west line of Section 5, Township 11 north, Range 9 west of the 6th P.M., thence north along the west line of Section 5, Township 11 north, Range 9 west of the 6th P.M. to the point of beginning.

Propozed Annexation Location Map



* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9730

An ordinance to extend the boundaries and include within the corporate limits of, and to annex into the City of Grand Island, Nebraska, a tract of land comprised of property in Section 5, Township 11 north, Range 9 west of the 6th P.M. and all adjoining right-of-way in Hall County, Nebraska as more particularly described hereinafter and as shown on the subdivision plat Exhibit “A” attached hereto; to provide service benefits thereto; to repeal any ordinance or resolutions or parts of thereof in conflict herewith; to provide for publication in pamphlet form; and to provide the effective date of this ordinance.

WHEREAS, the Grand Island City Council approved Resolution 2019-135 on April 9, 2019, and as owner of the property petition the City of Grand Island to consider annexation of said property into the City of Grand Island; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island encourages the annexation of adjacent property when request by the property owner; and

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

Approved as to Form	☐ _____
May 10, 2019	☐ City Attorney

ORDINANCE NO. 9730 (Cont.)

WHEREAS, on April 23, 2019 the City Council of the City of Grand Island considered such annexation and approved such annexation on first reading and on May 14, 2019 approved such annexation on second reading and on May 28, 2019 approved such annexation on third and final reading.

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

SECTION 1. It is hereby found and determined that:

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

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

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

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

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

ORDINANCE NO. 9730 (Cont.)

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

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

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

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

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

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

Enacted: May 28, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

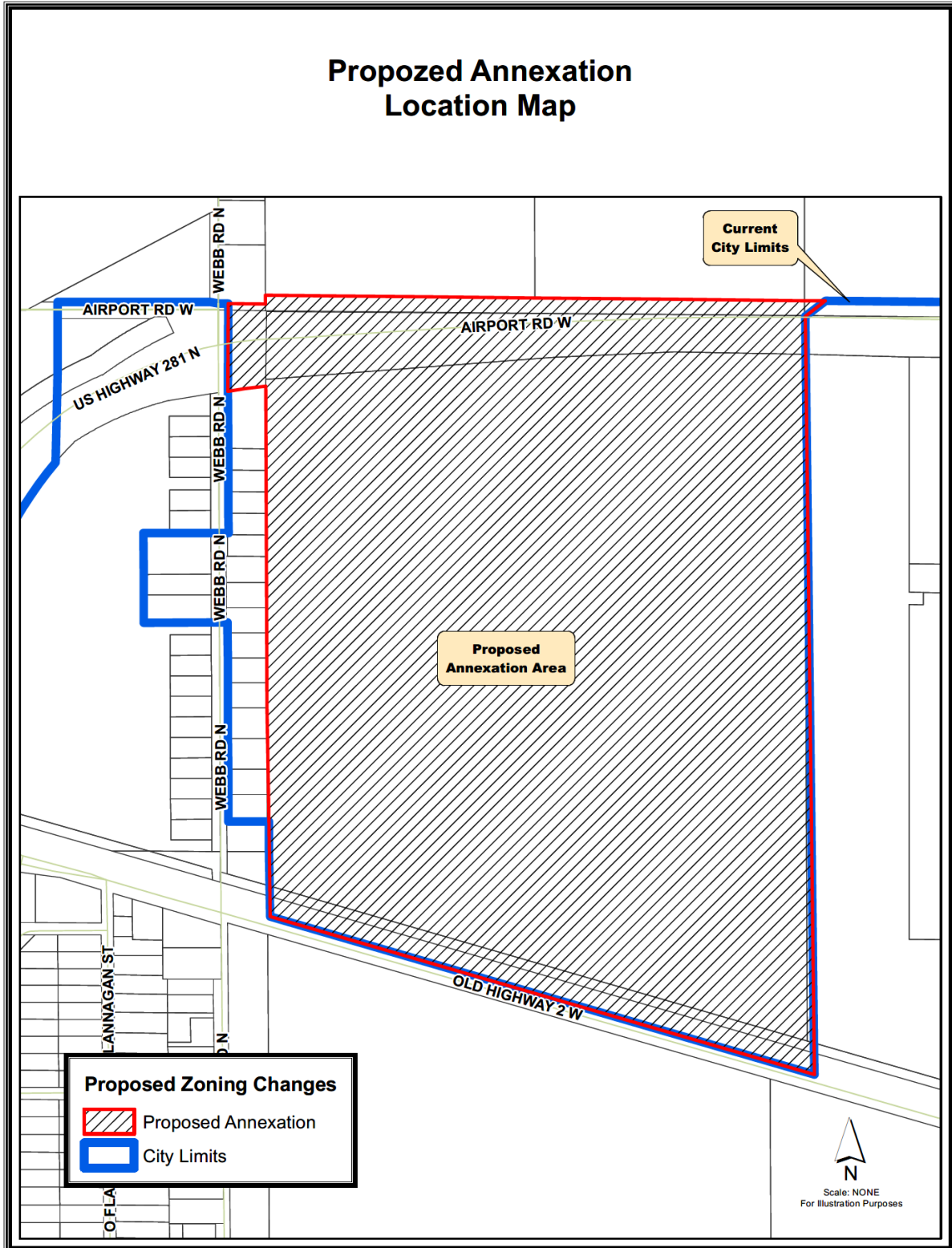
ORDINANCE NO. 9730 (Cont.)

Exhibit A

A description of the property owned by the City of Grand Island located in Section 5, Township 11 north Range 9 west of the 6th P.M. in Hall County Nebraska along with all adjacent road rights-of-way more particularly described as:

Beginning at the northeast property corner of Lot 2 Schumman Subdivision and proceeding in a northerly direction along the west line of Section 5, Township 11 north, Range 9 west of the 6th P.M. to the northeast corner of Lot 1 Lawton Subdivision, thence in a westerly direction to the northwest corner of Lot 1 Lawton Subdivision the edge of the Webb Road right of way, thence northerly along the Webb Road right of way to the Intersection of the Webb Road and Airport Road right of way, thence easterly to the west line of parcel 400187192 owned by the Nebraska Department of Transportation as right of way for U.S. Highway 281, thence north to the northwest corner of the Nebraska Department of Transportation right of way, thence easterly along the north right of way line to the current municipal limits of the City of Grand Island, thence in a southwesterly direction to a point at the southeast corner of parcel 400187192 owned by the Nebraska Department of Transportation as right of way for U.S. Highway 281, thence in a southerly direction along the municipal limits line of the City of Grand Island to the northerly right of way line of Old Nebraska Highway 2, thence in a northwesterly direction along the north right of way line of Old Nebraska Highway 2 to the west line of Section 5, Township 11 north, Range 9 west of the 6th P.M., thence north along the west line of Section 5, Township 11 north, Range 9 west of the 6th P.M. to the point of beginning.

Exhibit B





City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item F-4

#9732 – Consideration of Approving Request to Rezone a Portion of Lot 2 Hanover Second Subdivision and a Portion of Lot 4 Hanover Third Subdivision located West of North Road and South of 13th Street from R1-Suburban Density Residential to R-3 Medium Density Residential (Trent Huff & Andy Eiler)

This item relates to the aforementioned Public Hearing item E-6.

Staff Contact: Chad Nabity

ORDINANCE NO. 9732

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of part o Lot 2 of Hanover Second Subdivision and part of Lot 4 of Hanover Third Subdivision in the City of Grand Island, Hall County, Nebraska, from R-1 Suburban Density Residential to R-3 Medium Density Residential as more particularly described below; directing that such zoning change and classification be shown on the Official Zoning Map of the City of Grand Island; and providing for publication and an effective date of this ordinance.

WHEREAS, the Regional Planning Commission on May 1, 2019, held a public hearing on the proposed zoning of such area; and

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

WHEREAS, after public hearing on May 14, 2019, the City Council found and determined the change in zoning be approved and made.

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

SECTION 1. The following tract of land is hereby rezoned, reclassified and changed from R-1 Suburban Density Residential to R-3 Medium Density Residential Zone;

A TRACT OF LAND CONSISTING OF PART OF LOT TWO (2) HANOVER SECOND SUBDIVISION AND A PART OF LOT FOUR (4) HANOVER THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE NORTHWEST CORNER OF LOT FOUR (4) HANOVER THIRD SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE N 88°38'32" E ALONG THE NORTH LINE LOT FOUR (4) HANOVER THIRD SUBDIVISION, A DISTANCE OF FIVE HUNDRED SEVENTY TWO AND FORTY ONE HUNDREDS (572.41') FEET; THENCE S 01°25'13" E ALONG THE WEST LOT LINE OF LOT ONE (1) HANOVER SECOND SUBDIVISION, A DISTANCE OF ONE HUNDRED NINETY FIVE AND SIXTY NINE HUNDREDS (195.69') FEET; THENCE S 89°32'18" W A DISTANCE OF TWENTY ONE AND NINETY HUNDREDS (21.90') FEET; THENCE S 00°53'49" E TWO HUNDRED SIX AND THIRTY NINE HUNDREDS (206.39') FEET; THENCE S 89°30'23" W A DISTANCE OF ONE HUNDRED FIFTY (150.00') FEET; THENCE S 00°53'49" E A DISTANCE OF TWO HUNDRED SIXTEEN AND

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

ORDINANCE NO. 9732 (Cont.)

THREE HUNDREDTHS (216.03') FEET; THENCE S 71°11'24" E A DISTANCE OF TWENTY TWO AND EIGHTY THREE (22.83') FEET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF SIX HUNDRED THIRTY (630') FEET; WITH A CHORD DISTANCE OF ONE HUNDRED SEVENTY THREE AND TWENEY SIX HUNDRETHS (173.26') ON A BEARING OF S 80°44'50" W; THENCE S 89°30'19" W A DISTANCE OF TWO HUNDRED NINE AND FOURTEEN HUNDREDTHS (209.14') FEET; THENCE N 00°52'41" W A DISTANCE OF SIX FORTY THREE (643.00') FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS AN AREA OF 321,872.411 SQUARE FEET OR 7.389 ACREAS MORE OR LESS.

SECTION 3. That the Official Zoning Map of the City of Grand Island, Nebraska, as established by Section 36-51 of the Grand Island City Code be, and the same is, hereby ordered to be changed, amended, and completed in accordance with this ordinance.

SECTION 4. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: May 14, 2019

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item F-5

#9733 - Consideration of Approving Sale of 0.02 Acres to Menard, Inc. located at the Southeast Corner of Fire Station 4 along State Street

This item also relates to Consent Agenda items G-17 & G-18.

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Attorney

Meeting: May 14, 2019

Subject: Resolution regarding Fire Station #4 Development Agreement and Limited License Agreement; Resolution regarding Temporary Easement Permanent Easement; Ordinance regarding Purchase Sale Agreement – 0.02 acres sale to Menard, Inc.

Presenter(s): Jerry Janulewicz, City Attorney

Background

By adoption of Ordinance 9666, Council approved the Purchase Sale Agreement (the “Agreement”) with Menard, Inc., for the sale of Lot One in State Subdivision for \$103,015.00 cash consideration paid at closing. As additional consideration for the sale of the city property, within two years of closing Menard shall construct and convey to City, at Menard’s cost, a new fire station located at the corner of 13th Street and North Road. Closing of the sale is contingent upon approval of a development agreement for construction of the fire station and approval of a limited license agreement to permit the city to continue to occupy the current fire station until the new station is completed.

Following the city’s approval of the Ordinance 9666, Menard sought to obtain from the City a triangular tract of land containing 0.02 acres located near the southeast corner of the fire station property. The three sides are 42.34 feet, 41.85 feet, and 59.96 feet. The tract is depicted in the attached survey. The proposed Ordinance, if adopted, would authorize the sale of this tract subject to the public’s right of remonstrance.

Discussion

City staff reviewed and approved the construction plans and specifications, the development agreement, and the limited license agreement. Upon approval of the same by the City Council and Mayor through approval of the Resolution, closing can proceed for the sale of Lot 1 State Subdivision to Menard, Inc. Pursuant to the Purchase/Sale Agreement and the imited license agreement, existing Fire Station #4 will remain occupied by the City’s Fire Department until construction of the new station is complete. The proposed Resolution, if adopted, approves and authorizes execution of the development agreement and the limited license agreement and authorize the City’s Mayor to take such actions as is necessary to close the real estate transaction.

As discussed above, Menard is also seeking to purchase a small triangle-shaped parcel at the southeast corner of the existing Fire Station property. In exchange for this parcel, Menard is proposing to convey to the city the electric generator that currently services the Fire Station. The proposed ordinance, if adopted, would authorize the sale of this tract of land provided a valid, sufficient remonstrance petition is not received. For background information, in 2004 the city sold to Menard a tract of land east of the fire station containing 0.276 acres for \$27,225, or \$98,641 per acre. At that same rate per acre, the present small tract would have a price of \$1,972. The fire chief advised the value of the electric generator greatly exceeds this amount. The generator would be relocated to another fire station when present Fire Station #4 is vacated by the City.

Finally, Menard is further requesting a temporary construction easement and permanent easement to go upon the City's utility easement area to construct and maintain a wall to be located on Lot 1 State Subdivision following relocation of Fire Station #4.

Council is requested to consider and take action with respect to the following:

1. Resolution approving the development agreement and limited license agreement;
2. Resolution approving the temporary construction easement and permanent maintenance easement; and
3. Ordinance authorizing the sale of the tract of land of approximately 0.02 acres to Menard, Inc., subject to public remonstrance period.

Alternatives

It appears that the Council has the following alternatives concerning each resolution and the ordinance. The Council may:

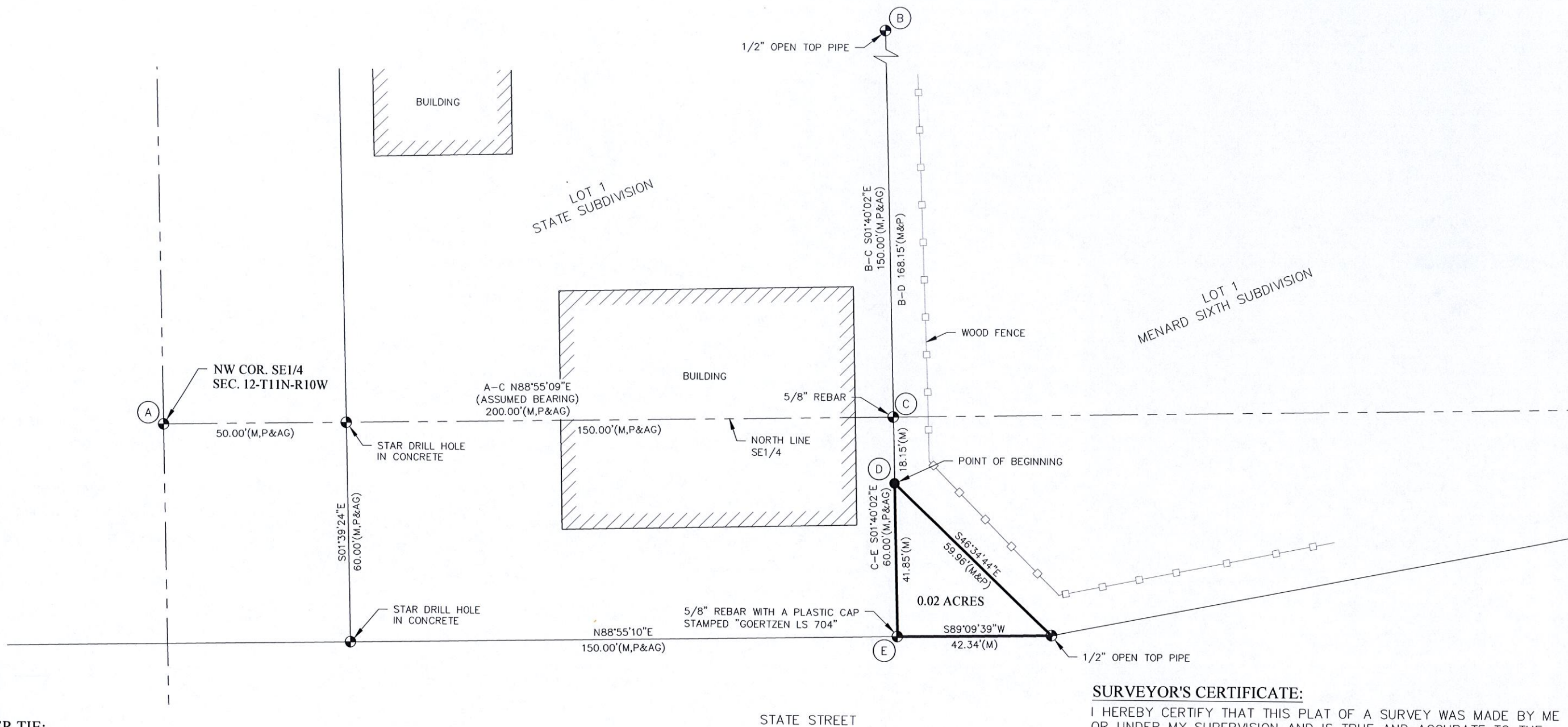
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council adopt the Resolution (Ordinance).

Sample Motion

Move to approve the Resolutions and Ordinance.



CORNER TIE:

- (A) NW CORNER SE1/4 SECTION 12-T11N-R10W**
 FOUND A 1/2" OPEN TOP PIPE 0.8' DEEP
 SE 0.71' TO A FOUND NAIL "X" IN THE NW FACE OF A POWER POLE (1' ABOVE GROUND)
 N 2.9' TO THE EDGE OF A CONCRETE SPILLWAY
 S 58.15' TO A FOUND P.K. NAIL IN THE WEST FACE OF A POWER POLE (1' ABOVE GROUND)
 SW 72.50' TO A FOUND CHISELED "X" IN THE NE CORNER OF A CONCRETE HEADWALL
 W 90.06' TO A FOUND 1/2" OPEN TOP PIPE (1' DEEP)
 E 50.00' TO A FOUND STAR DRILL HOLE

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE EXISTING RIGHT OF WAY OF STATE STREET, IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 12; THENCE N88°55'09"E (ASSUMED BEARING) ON THE NORTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 200.00 FEET TO THE WEST LINE OF LOT 1, MENARD SIXTH SUBDIVISION, AS PLATTED IN THE CITY OF GRAND ISLAND, THENCE S01°40'02"E ON SAID WEST LINE, A DISTANCE OF 18.15 FEET TO THE POINT OF BEGINNING; THENCE S46°34'44"E ON SAID WEST LINE, A DISTANCE OF 59.96 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE S89°09'39"W, A DISTANCE OF 42.34 FEET TO THE SOUTHEAST CORNER OF LOT 1, STATE SUBDIVISION, AS PLATTED IN SAID CITY OF GRAND ISLAND; THENCE N01°40'02"W ON THE EAST LINE OF SAID LOT 1, A DISTANCE OF 41.85 FEET TO THE POINT OF BEGINNING, CONTAINING 0.02 ACRES, MORE OR LESS.

SURVEYOR'S REPORT:

THIS SURVEY WAS PERFORMED AT THE REQUEST OF MENARD INC. THE PURPOSE OF THIS SURVEY WAS TO ESTABLISH THE PERIMETER AND CREATE A METES AND BOUNDS DESCRIPTION OF A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA.

EXISTING MONUMENTS OF RECORD WERE FOUND AT LOCATIONS SHOWN ON THIS PLAT. ALL MONUMENTS FOUND ARE DESCRIBED ON THIS PLAT. THE MONUMENT SET IS A 5/8" BY 24" REBAR WITH A PLASTIC CAP STAMPED "GOERTZEN L.S. 704".

ALL LINES WERE PRODUCED AND ANGLES AND DISTANCES MEASURED WITH A TRIMBLE S6 ROBOTIC TOTAL STATION, TRIMBLE R8 GNSS RECEIVER, AND A 100 FOOT STEEL TAPE.

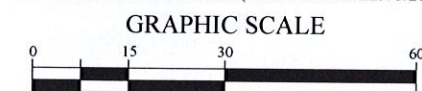
SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT OF A SURVEY WAS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE, AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

Adam J. Goertzen 4/16/2018
 ADAM J. GOERTZEN, LS 704

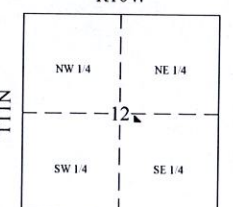


- LEGEND**
 ● MONUMENT FOUND
 ○ MONUMENT SET
 ○ CALCULATED POINT
 D DEEDED DISTANCE
 G GOVERNMENT DISTANCE
 M MEASURED DISTANCE
 P PLATTED DISTANCE
 R RECORDED DISTANCE
 AG RECORDED DISTANCE (ADAM GOERTZEN 3/2018)

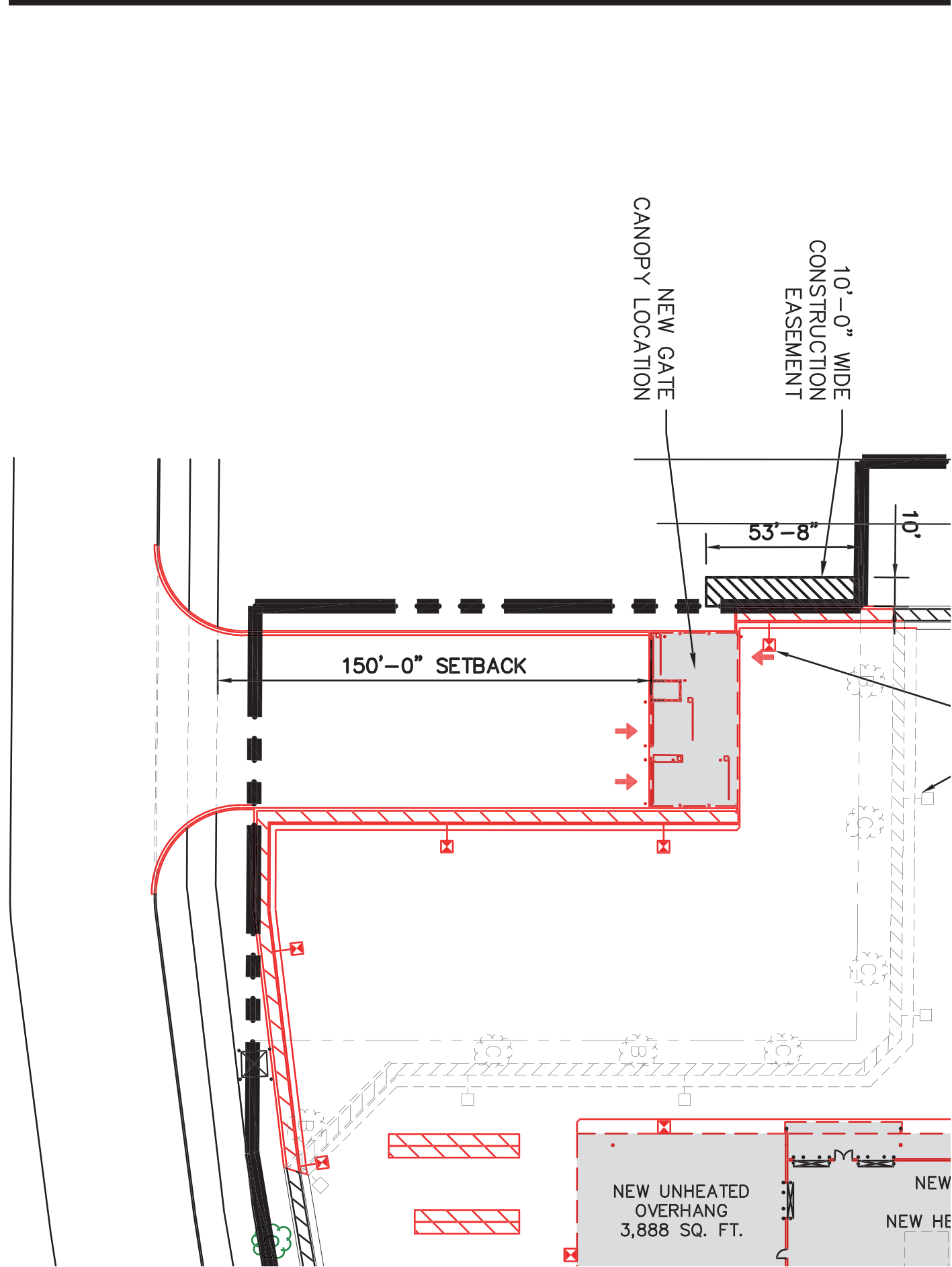


VICINITY SKETCH

HALL COUNTY
 NEBRASKA
 R10W



NOTE: ALL BEARINGS ARE ASSUMED.



DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (the “**Agreement**”) is entered into on this ___ day of _____, 2019, (the “**Effective Date**”) by and between **MENARD, INC.** (“**Menard**”) and the **CITY OF GRAND ISLAND, NEBRASKA** (“**City**”). The foregoing are hereinafter sometimes individually referred to as a (“**Party**”) and collectively referred to as the (“**Parties**”).

RECITALS:

WHEREAS, Menard and City entered into a Purchase and Sale Agreement dated December 13, 2017 (the “**PSA**”) for the sale of property identified in the attached Exhibit A (the “**Menard Parcel**”).

WHEREAS, City is the owner of a parcel of land identified on the attached Exhibit B (“**City Parcel**”).

WHEREAS, as part of the consideration for City selling the Menard Parcel to Menard, Menard has agreed to construct a new fire station building on the City Parcel in accordance with the Development requirements listed in Article II below (“**Improvement(s)**”) pursuant to the terms and conditions of this Agreement.

WHEREAS, the Parties now desire to enter into this Agreement in order to establish their respective rights and obligations.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Parties do hereby agree as follows:

ARTICLE I - INCORPORATION

SECTION 1.1 All of the above Recitals are incorporated herein by reference in this Paragraph as if fully restated herein.

ARTICLE II – DEVELOPMENT

SECTION 2.1 Project Area. Menard has agreed, at its sole cost unless otherwise specified in this Agreement, to perform and is responsible for constructing the Improvements upon the City Parcel in accordance with the plans, specifications, requirements and timelines established by this Agreement.

SECTION 2.2 Improvements. It is understood and agreed by and among the parties that the Improvements shall consist of a new fire station with a split face block exterior, as depicted and specified in the following documents: GEC Plan Sets Dated March 21, 2019; Grand Island Fire Station #4 Construction Specifications dated March 21, 2019; Grand Island Fire Station construction Signed Set dated January 14, 2019; Grand Island Fire Station Specifications PME dated March 21, 2019; and Grand Island Fire Station #4 Site Civil Plans dated April 24, 2018 (collectively, the “**Site Improvement Plans**”). The foregoing is subject to the receipt of all necessary government approvals.

2.2.1 City’s Due Diligence Materials. City, at its sole cost, shall deliver to Menard a geotechnical report, Phase I environmental report and a topographical survey of

the City Parcel prior to Menard beginning construction activities on the City Parcel.

2.2.2 Fire Station Construction. Menard at its sole cost and expense will design and construct the Improvements on the City Parcel. The construction of the fire station shall be in accordance with the Site Improvement Plans using Menard-provided materials and supplies. Construction of the fire station shall include the construction of the building, the paved drives, the parking areas, utility extensions from the right of way, and the landscaping. Pursuant to and in accordance with a schedule approved by City's Fire Chief, City equipment identified in Exhibit C shall be removed from the Menard Parcel and installed at the Fire Station constructed upon the City Parcel at Menard's sole cost and expense.

2.2.3 Costs of Construction. Menard shall be responsible for all charges, fees and expenses in relation to materials, labor, architect fees (excepting those fees relating to City's review of the Menard created plans), utilities, site preparation, and landscaping, excepting that the City shall be responsible for the cost of upgrading the exterior of the Improvements to tan split face block at a cost not to exceed Fifty Two Thousand Seven Hundred Thirty Eight AND NO/100 Dollars (\$52,738.00). Any costs relating to revisions of the plans shall be the sole cost of City. Any costs relating to required expansion of public rights of way, offsite utility extensions, and any other work in addition to those items contained in the Site Improvement Plans shall be completed at the sole cost of City.

2.2.4 Warranty. Menard or its contractors shall provide to City a one (1) year warranty from the date Menard completes the work contemplated herein.

SECTION 2.3 Material Modifications. In the event the City requires any material modifications to the location, size or character of the Improvements, City shall notify Menard of such changes and the Parties shall work in good faith to modify the plans to accommodate the City's requirements to the reasonable satisfaction of Menard and City. Any increase in the cost of completing the Improvements due to such material modification shall be the sole responsibility of City.

SECTION 2.4 Project Management. Menard will undertake typical project management responsibilities for the design and installation of the Improvements and shall oversee the construction of the Improvements. Menard shall comply with all local, state, and federal laws during construction of the Improvements.

SECTION 2.5 Timing, Completion and Approval. Menard shall construct the Improvements within 2 years of the date of this Agreement (the "**Construction Deadline**"). If Menard has begun construction of the Improvements, but has not completed the Improvements by the Construction Deadline, Menard shall be allowed to extend the Construction Deadline for a period of sixty (60) days. Upon completion of the construction by Menard, City shall have thirty (30) days to inspect the Improvements for any items that are not in accordance with the Site Improvement Plans (the "**Improvement Review Period**"). If any are found, City shall compile a complete list of items not conforming to the Site Improvement Plans (the "**Improvement Correction List**"); if City fails to deliver the Improvement Correction List within the Improvement Review Period, City shall be deemed to have accepted and approved the Improvements. Upon receipt of the Improvement Correction List, Menard shall have thirty (30) days to correct such deficiencies (the "**Improvement Correction Period**"). Upon Menard's completion of the items outlined on the

Improvement Correction List, City shall have an additional thirty (30) days to review and object to Menard's remedial work (the "**Remedial Review Period**"). City shall not, during the Remedial Review Period, add additional items outside the scope of those outlined on the Improvement Correction List. Menard shall have an additional thirty (30) days, or a mutually agreed upon reasonable amount of time, to correct any further remedial work requested by the City (the "**Remedial Correction Period**"). Upon approval of the Improvements by City, or the conclusion of the Remedial Correction Period, Menard shall turn over possession of the Improvements to City.

SECTION 2.6 Failure to Construct Improvements. In the event that Menard fails to construct the Improvements, and has not begun its construction of such Improvements pursuant to this Agreement, the City and Menard shall have the option, upon mutual written agreement, to extend this Agreement for a term of one (1) year. If, upon the expiration of this agreement and any extensions, Menard fails to construct the Improvements, the following shall occur:

- (A) Ownership of the Menard Parcel shall revert back to the City, and, within one hundred fifty (150) days, any warehouse improvements placed on the Menard Parcel pursuant to Section 3.7 below shall be removed at the sole cost and expense of Menard;
- (B) The City shall return the purchase price outlined in the PSA to Menard; and
- (C) All Parties shall thereupon be relieved of any and all responsibilities under this Agreement.

SECTION 2.7 Licenses For Construction. City hereby grants to Menard, and its contractors, employees, agents, and representatives, a nonexclusive license for the term of this Agreement to enter upon the City Parcel for the performance of all work required or permitted to be performed by Menard under this Agreement. The License and permit granted hereby is limited to a license for entry upon the City Parcel and does not include the granting of or waiver of any professional licensure, i.e. plumber electrician, etc., required by state or local law or regulation. Menard shall provide City with seven days prior notice before the commencement of construction.

SECTION 2.8 Insurance and Indemnification.

2.8.1 Insurance. During construction of the Improvements, Menard agrees to provide and maintain, and cause its contractors and subcontractors to provide and maintain throughout the period of construction of the Improvements, general liability insurance in the minimum amounts of:

- \$1,000,000.00 for property damage to any one person;
- \$1,000,000.00 for property damage in any one accident;
- \$1,000,000.00 for personal bodily injury or death to any one person or individual; \$1,000,000.00 for personal bodily injury or death in any one accident.

Said insurance shall name City as an additional insured.

2.8.2 Liens. Menard shall not cause (or allow its contractors to cause) any mechanics' lien or any other interest to attach to the City Parcel. In the event of such lien or interest, Menard shall within thirty (30) days' notice from City pay such amount owed and cause the lien to be removed or Menard shall bond over the lien in accordance with common practices for providing such a security prevailing and accepted in the locality of Grand Island, Nebraska.

ARTICLE III – MISCELLANEOUS PROVISIONS

SECTION 3.1 Agreement Binding. Except as set forth below, this Agreement is binding on the parties and neither party may assign or delegate its obligations hereunder (except to a construction company or similar entity for purposes of constructing the Improvements), without the prior written consent of the other party.

SECTION 3.2 Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties relating to the subject matter herein and therein and may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

SECTION 3.3 Permits. Menard’s obligation to construct the Improvements is subject to Menard receiving, at City’s cost, a building permit for its development of the City Parcel and receiving all necessary governmental permits and approvals for the Improvements.

SECTION 3.4 Severability. If any part, term, or provision of this Agreement is held by a court to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision, and the rights of the Parties will be construed as if the part, term, or provision was never part of this Agreement.

SECTION 3.5 Enforceability. The enforceability of this agreement is contingent upon Menard and the City closing on the Menard Parcel transaction as agreed upon in the PSA.

SECTION 3.6 Waiver. No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision, nor constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by the Parties, nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. Also, no delay or omission by any of the parties to exercise any right, privilege or power accruing upon any failure of performance shall impair any such right or privilege or shall be construed a waiver thereof.

SECTION 3.7 Menard Parcel Construction. Following closing on the purchase of the Menard Parcel and the commencement of the construction of the Improvements outlined herein, Menard shall have the right to begin construction of warehouse improvements upon the Menard Parcel, so long as such construction does not interfere with the City’s continued use and enjoyment of the Menard Parcel until that point in time that the City vacates the Menard Parcel.

SECTION 3.8 No Partnership. This Agreement shall not create an association, partnership, joint venture or principal and agency relationship or similar other legal relationship under the laws of any state or the federal government, or to render them liable for the debts or obligations of the others, except as otherwise expressly provided in this Agreement. Any correspondence or other references to “partners” or other similar terms will not be deemed to alter, amend or change the relationship between the Parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the Parties as to a new, specifically defined legal relationship.

SECTION 3.9 Notice. Any notice, demand, request or other communication which may or shall be given or served by the Parties shall be deemed to have been given or served on the date the same is: deposited in the United States Mail, standard, registered or certified, return receipt requested, postage

Exhibit A Menard Parcel

Lot One (1), State Subdivision in the City of Grand Island, Hall County, Nebraska.

Exhibit B City Parcel

Lot 1, Hanover Third Subdivision in the City of Grand Island, Hall County, Nebraska.

Exhibit C

Plymovent (vehicle exhaust capture system)

Commercial washer and dryer

Bunker Gear racks

Breathing Air Compressor and bottles

Breathing Air fill station

Communication system: telephone and radio

LIMITED LICENSE AGREEMENT

This Limited License Agreement (“Agreement”) is made as of this ____ day of _____, 2019, by and between MENARD, INC. (“Licensor”) and the CITY OF GRAND ISLAND, NEBRASKA (“Licensee”). The foregoing are hereinafter sometimes collectively referred to as the (“Parties”)

RECITALS

WHEREAS, Licensor and Licensee have entered into a Purchase and Sale Agreement with an effective date of December 17, 2017, (the “PSA”) for the sale of that certain parcel of land located in the City of Grand Island, Hall County, Nebraska, more fully described as: Lot One in State Subdivision in the City of Grand Island, Hall County, Nebraska (the “Property”).

WHEREAS, Licensee desires to use a portion of the aforementioned parcel (the “Licensed Area”) following the closing on the Property pursuant to the PSA, for the continued operation of a fire station.

WHEREAS, Licensor is willing to grant and Licensee wishes to receive a revocable, limited, exclusive license over the Licensed Area for the benefit of Licensee all as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. The license granted herein to Licensee shall commence on the closing of the Property pursuant to the PSA and terminate on the sooner of the expiration of 30 days following the Licensee’s acceptance of the Improvements outlined in that certain Development Agreement entered into between the Licensor and Licensee with an effective date of _____, 2019 (the “Development Agreement”), or upon the Construction Deadline outlined in the Development Agreement (the “Term”). In the event that this Agreement expires on the Construction Deadline, Licensor and Licensee shall have the option to extend this Agreement for two (2) sixty (60) day periods pursuant to an instrument in writing signed by the Parties.

2. Licensor hereby grants to Licensee an exclusive limited license to enter upon the Licensed Area during the Term solely for the purpose of operating a fire station, and for no other purpose without the prior express written consent of Licensor. Licensee acknowledges and agrees that any and all activities conducted by Licensee or Licensee’s employees, agents, representatives or contractors shall be solely at the risk of Licensee.

3. Throughout the term of this Agreement, Licensee shall solely be responsible for all property bills, maintenance bills, water bills and utility bills associated with the Property; additionally, the foregoing bills shall be paid in full upon termination of this

Agreement. Following Licensee's acceptance of the Improvements outlined in the Development Agreement, and Licensee's vacation of the property, Licensee shall transfer all utilities, property bills and any warranties associated with the Property to the Licensor. Licensee shall additionally turn over any keys, combinations, security codes, garage door openers and equipment manuals related to the improvements existing on the Property. Notwithstanding anything to the contrary herein, Licensor shall be responsible for any and all real estate taxes which first become due and payable after the date on which the Term ends.

4. Licensor shall withhold and place in escrow 10% of the purchase price, as outlined in the PSA, until that time that the Licensee vacates the Property. Upon termination of this Agreement, Licensor shall, within 30 days after receipt of a written request by Licensee, authorize release of the escrowed funds contingent on Licensee fulfilling all obligations of Licensee outlined in Section 3 of this Agreement.

5. Licensee agrees not to cause or permit any lien to be filed against the Licensed Area and shall indemnify and hold Licensor harmless from and against any and all such claims and liens arising out of the activities of Licensee, its employees, agents, representatives or contractors at or upon the Licensed Area.

6. Licensee shall, at its sole cost, obtain and maintain in effect all licenses, permits, consents and authorizations of federal, state and local authorities which may be necessary, required or appropriate for all activities of Licensee and its employees, agents, representatives and contractors at or upon the Licensed Area.

7. **Licensor makes no representations, warranties or covenants of any nature whatsoever regarding the condition of the Licensed Area or its suitability for the activities planned by Licensee, and Licensee accepts the Licensed Area in "as is" condition with all faults latent or apparent. Licensee agrees that Licensor shall not be required to undertake or exercise any duty of care or other safeguards with respect to the Licensed Area or for the safety of persons or for the prevention of damage to property in connection with any activities of Licensee on or about the Licensed Area.**

8. Any equipment or facilities temporarily placed on the Licensed Area by or for Licensee shall be installed, kept and maintained by Licensee in a safe and secure condition and in compliance with all applicable federal, state and municipal laws, regulations, ordinances and orders. All activities of Licensee and its employees, agents, representatives and contractors on and about the Licensed Area shall be conducted in compliance with all applicable federal, state and municipal laws, regulations, ordinances and orders.

9. At all times during the Term, Licensee shall keep the Licensed Area and everything thereon in a clean, safe and orderly condition and shall keep the Licensed Area and its surroundings clean and free from trash, rubbish, waste and debris. **Before expiration of the Term, Licensee shall remove all materials, equipment, personal property and other items of any nature within the Licensed Area; and Licensee shall**

leave and surrender the Licensed Area in the same or better condition as it was at the beginning of the Term. If any repairs or restoration should be necessary in order to return the Licensed Area or any part thereof to such condition, such work shall be promptly performed by Licensee, at its sole cost and to Licensor's satisfaction.

10. Licensee shall not cause or permit any Hazardous Substance to be used, stored, generated or disposed of on or in the Licensed Area by Licensee, Licensee's agents, employees, contractors or invitees, without first obtaining Licensor's written consent. If Hazardous Substances other than those approved by Licensor herein are used, stored, generated or disposed of on or in the Licensed Area, or if the premises become contaminated in any manner for which Licensee is liable, Licensee shall indemnify and hold harmless Licensor from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorney fees, consultant and expert fees) arising during or after the Term and arising as a result of such contamination by Licensee. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if Licensee causes or permits the presence of any Hazardous Substance on the Licensed Area and such result in contamination, Licensee shall promptly, at its sole expense, take any and all necessary actions to return the Licensed Area to the condition existing prior to the presence of any such Hazardous Substance on the Licensed Area. Licensee shall first obtain Licensor's approval of any such remedial action. As used herein, "Hazardous Substance" includes any and all material or substances which are classified as "hazardous waste," "extremely hazardous waste," "hazardous materials," "hazardous substance," or any equivalent classification pursuant to state, federal, or local governmental law.

11. At its sole cost, Licensee shall maintain Comprehensive General Liability Insurance and shall maintain it in force and effect throughout the Term of this Agreement. This insurance shall insure Licensor and Licensee from all claims, demands, or actions made by or on behalf of any person or entity arising from, related to, or connected with the conduct and operation of Licensee's business on the Licensed Area. This insurance shall have minimum limits of not less than a Combined Single Limit for Bodily Injury, Property Damage and Personal Injury Liability of \$2,000,000 per occurrence and \$3,000,000 aggregate. This insurance shall be the Primary Policy for any and all claims arising out of or relating to Licensee's use of the Licensed Area. Any insurance held by Licensor shall be used only to cover claim amounts in excess of the required limits of the Primary Policy. **Prior to occupying the Licensed Area, Licensee shall furnish Licensor with certificates showing compliance with this provision and naming Licensor as a primary and non-contributory additional insured.** In addition, throughout the Term Licensee shall maintain any and all worker's compensation insurance required by statute.

12. Licensee shall be liable for, and shall defend, indemnify and hold harmless Licensor, its shareholders, directors, officers, employees and agents (collectively, the

“Indemnitees”), from and against any and all liability, claims, suits, judgments, damages, losses, costs and expenses, which any or all of said Indemnitees may suffer, incur, be exposed to, be responsible for or pay, on account of any injury to or death of any person, or damage to or loss or destruction of any property, to the extent caused by Licensee (or any of its employees, agents, representatives or contractors) and arising out of or in connection with this License or the exercise of any license or privilege herein granted or the conduct of any activity on or about the Licensed Area.

13. This Agreement is an independent agreement between the parties hereto and it shall not be deemed or construed to be an agreement to lease or purchase the Licensed Area.

14. Licensee may not and shall not assign this Agreement or the license and privileges hereunder, or delegate any of the Licensee’s duties and obligations hereunder, without the prior written consent of Licensor and any attempted assignment or delegation without such prior written consent of Licensor shall be void.

15. This Agreement shall not become effective or binding unless and until the Parties close pursuant to the PSA and this Agreement has been signed by or on behalf of each of the parties hereto. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any facsimile or electronic transmission of this Agreement, signed by either or both parties hereto shall be considered to have the same legal effect as the original and shall be treated in all manner and respects as if the original had been delivered at the time of such facsimile or electronic transmission.

16. Any notices, deliveries and other communications required under this Agreement, and any other communication which either Licensor or Licensee may desire to deliver to the other, shall be in writing and shall be sent by either certified mail (return receipt requested), by nationally-recognized overnight courier, or by facsimile transmission provided that the original is immediately sent by another method specified herein, in each instance directed, addressed and transmitted or sent as follows:

If to Licensor: Menard, Inc.
 Attn: Properties Division
 5101 Menard Drive
 Eau Claire, WI 54703
 Facsimile Number: (715) 876-5998
 Phone Number: (715) 876-2532

If to Licensee: City of Grand Island
 Attn: Mayor
 100 East First Street
 Grand Island, NE 68802
 Phone Number: (308) 385-5444

Either party may by like notice at any time and from time to time designate a different address to which notices shall be sent. Such notices, demands or declarations shall be deemed sufficiently served or given for all purposes hereunder at the time they shall be mailed by United States certified mail, overnight courier or facsimile as aforesaid. Notwithstanding the foregoing, at Licensor's option monthly account statements, invoices, and similar correspondence may be delivered to Licensee via email.

17. Licensee shall be in default in the event that Licensee: fails in the payment of utilities or taxes or fails in any other charge hereunder; or fails to comply with any other term or condition of this Agreement; or fails to leave the Licensed Area at the end of the Term in the original or better condition; or permits a lien to be filed against the Licensed Area. In the event of any default Licensor shall, at its option, have the right to terminate this Agreement, in addition to any other remedies which are available to Licensor. Licensor will charge Licensee a monthly delinquency charge of 1/2% per month (6% A.P.R.) on any fees, taxes or other charges to be paid by Licensee under this Agreement that are overdue and such charge will be paid by Licensee.

[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, each of the parties hereto has caused this Limited License Agreement to be signed and executed on its behalf as of the day and year first above written.

Date: _____, 2019 LICENSEE: CITY OF GRAND ISLAND

By: _____

Name: _____

Its: _____

Date: _____, 2019 LICENSOR: MENARD, INC.

By: _____

Theron J. Berg
Real Estate Manager

**TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL
MAINTENANCE EASEMENT**

This TEMPORARY CONSTRUCTION EASEMENT AND PERPETUAL MAINTENANCE EASEMENT (this “**Agreement**”) is made effective this ___ day of _____, 2019, by and between the CITY OF GRAND ISLAND, a Nebraska municipal corporation (“**Grantor**”) and MENARD, INC., a Wisconsin corporation (“**Grantee**”), whose principal place of business is located at 5101 Menard Drive, Eau Claire, WI 54703.

WHEREAS, Grantor is the owner of that certain real property located in the City of Grand Island, Hall County, Nebraska, legally described on **Exhibit A** attached hereto (the “**Grantor Property**”);

WHEREAS, Grantee is the owner of that certain real property located in the City of Grand Island, Hall County, Nebraska, legally described on **Exhibit B** attached hereto (the “**Grantee Property**”);

WHEREAS, Grantor has agreed to grant to Grantee (i) a temporary easement for activities related to the construction and development of certain improvements on the Grantee Property and (ii) a permanent easement for the ongoing maintenance of such improvements, over a certain portion of the Grantor Property, which portion is depicted on **Exhibit C** attached hereto (the “**Easement Area**”); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Grantee agree as follows:

1. **Grant of Temporary Construction Easement.** Grantor hereby grants to Grantee and Grantee's employees, agents, consultants, and contractors a non-exclusive easement over, upon, across, within and under the Easement Area for purposes of making cuts, fills and grading, planting grass seed or sod, providing working room, and implementing all other reasonable construction items for the construction of the improvements to be constructed on the Grantee Property, together with the right of ingress and egress over and through adjoining land as may be reasonably necessary to access the Easement Area (the “**Construction Easement**”). The easement rights conveyed hereby shall be exercised in accordance with all applicable laws.

a. **Termination of Construction Easement.** The Construction Easement shall terminate at the expiration of thirty (30) days following the completion of construction by Grantee of the yard expansion improvements.

2. **Grant of Permanent Maintenance Easement.** Grantor hereby grants to Grantee and Grantee's employees, agents, consultants, and contractors a non-exclusive easement over, upon, across, within and under the Easement Area for purposes of continuing maintenance of the improvements constructed on the Grantee Property together with the right of ingress and egress

over and through adjoining land as may be reasonably necessary to access the Easement Area (the “**Maintenance Easement**”).

3. **Non-Disturbance**. The easement rights conveyed hereby shall be exercised in a manner such that activities upon the Easement Area do not unreasonably interfere with the use and operation of the Grantor Property and the overhead and underground public utility facilities located on the Grantor Property. Grantor retains and reserves unto itself, its employees, tenants, invitees, licensees and agents the right to use the Easement Area for any and all purposes not inconsistent with the grant of the Easement herein.

4. **Restoration**. Grantee shall promptly restore the Easement Area to substantially the same physical condition that existed at the time Grantee or its contractors first entered upon the Easement Area, except that the grading of the Easement Area will be changed to the extent necessary to conform to the final grading on the Grantee Property in the areas adjacent to the Easement Area, and Grantee will plant grass seed or sod.

5. **Mechanic’s Liens**. Grantee shall do all things necessary to prevent the filing of any mechanic’s or other liens against the Grantor Property. If any such lien shall at any time be filed in connection with the Grantee’s use of the Easement, Grantee shall cause the same to be vacated and cancelled of record. If Grantee shall fail to vacate or release such lien in the manner aforesaid, then, in addition to any other right or remedy of Grantor resulting from Grantee’s default, Grantor may, but shall not be obligated to, vacate or release the same either by paying the amount claimed to be due or by procuring the release of such lien by law. Grantee shall repay to Grantor, on demand, all sums disbursed or deposited by Grantor pursuant to the foregoing provisions of this section, including Grantor’s cost and expenses and reasonable attorneys’ fees incurred in connection therewith.

6. **Indemnification**. Grantee hereby covenants and agrees to defend, indemnify and hold Grantor harmless, including Grantor’s members, officers, employees, agents, representatives, tenants, successors and assigns, (the “Indemnified Parties”), from and against any and all claims, suits, actions, loss, cost, expense (excluding attorney’s fees), liability or claim of liability that arises out of the following: (i) any default by Grantee under this Agreement; (ii) which occur as a result of the exercise by Grantor of its rights and/or performance of any of Grantee’s obligations hereunder; or (iii) the negligence or willful misconduct of Grantee and/or the employees, agents, contractors, licensees and invitees of Grantee in, on or about the Easement Area. Grantee’s indemnification obligation under this section shall not apply in the event of gross negligence by one or more Indemnified Parties.

7. **Binding Effect**. This Agreement shall run with the land, benefit the Grantee Property, and burden the Grantor Property within the Easement Area. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and may be modified or amended only in a writing signed by both of the parties hereto, or their successors or assigns, as the case may be.

8. **Counterparts; Recording.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. A facsimile or scanned copy of an executed counterpart shall have the same legal effect as an original ink-signed counterpart. The parties agree that this Agreement may be recorded with the Hall County, Nebraska Register of Deeds.

9. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Nebraska. If any portion of this Agreement shall be invalid or unenforceable to any extent, the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law. All recitals and exhibits to this Agreement are incorporated herein by reference.

[SIGNATURE PAGE FOLLOWS]

GRANTEE:

MENARD, INC.
a Wisconsin corporation.

By: _____
Name: Theron J. Berg
Its: Real Estate Manager

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)ss.
COUNTY OF EAU CLAIRE)

On this ____ day of _____, 2019, before me a Notary Public within and for this County and State, personally appeared Theron J. Berg to me personally known, who, being by me duly sworn did say that he is the Real Estate Manager of Menard, Inc., the corporation named in the foregoing instrument, and that this instrument was signed on behalf of the corporation and that Theron Berg, Real Estate Manager acknowledged this instrument to be the free act and deed of Menard, Inc.

Notary Public _____ County
My Commission _____

Exhibit A

Exhibit B

Exhibit C

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into by and between the City of Grand Island, Nebraska, a body corporate and politic and a political subdivision of the State of Nebraska, herein referred to as "Seller", and Menard, Inc., a Wisconsin corporation, with offices at 5101 Menard Drive, City of Eau Claire, State of Wisconsin 54703, herein referred to as "Purchaser" with reference to a certain parcel of land located in the City of Grand Island, County of Hall, and State of Nebraska, more fully described as:

A parcel of land consisting of 0.02 acres more or less in the City of Grand Island, Hall County, Nebraska (the "Property"), as legally described and depicted on the attached Exhibit A.

In consideration of the mutual covenants herein set forth, the parties agree as follows:

1. **AGREEMENT TO SELL AND PURCHASE:** Seller covenants and agrees to sell, and Purchaser covenants and agrees to purchase the above described property, herein referred to as the "Property", together with all improvements situated thereon together with any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, oil, gas or mineral rights and interests appurtenant to and which benefit the Property and the improvements and the purchase and conveyance contemplated herein will be contingent on and subject to the terms, covenants, conditions and contingencies herein.

2. **PERMITTED ENCUMBRANCES:** The sale of the Property is subject to the following encumbrances (herein referred to as the "Permitted Encumbrances"): building and zoning laws, county and municipal ordinances, state and federal regulations, easements, covenants and restrictions of record accepted in writing by Purchaser.

3. **CONTINGENCIES:** Provisions to the contrary herein notwithstanding, performance by the Purchaser is contingent upon satisfaction of all of the following conditions:

- (A) Purchaser obtaining all necessary zoning classifications and variances and the issuance of all necessary permits and approvals to allow construction and operation upon the Property of Purchaser's proposed development.

Seller hereby agrees to make available to Purchaser for Purchaser's review at no additional cost or expense to Purchaser any and all plats, maps, documents and other materials now in Seller's possession which may aid and assist Purchaser in obtaining all necessary zoning and other permits subject to and pursuant to this Agreement.

- (B) Purchaser satisfying itself that the Property has or can be provided with, at reasonable cost of installation, storm sewer or surface drainage (including retention ponds), sanitary sewer, water, electrical, telephone and gas service in sufficient capacities and quantities to provide for the proposed development of the Property by the Purchaser. It shall be at Purchaser's sole discretion, in good faith, as to whether the Property has or can have the above utilities in sufficient capacities and

quantities or whether said utilities can be provided to the Property at reasonable costs of installation.

- (C) Purchaser obtaining geotechnical reports, based upon soil borings and tests, which disclose soil conditions satisfactory to Purchaser for the proposed development of the Property.
- (D) Purchaser obtaining from appropriate authorities permission to erect and operate advertising and informational signs on the Property as Purchaser deems appropriate, the same to be to the satisfaction of Purchaser.
- (E) Purchaser obtaining, in accordance with the provisions of Section 7 herein, at Purchaser's cost and expense, current ALTA boundary and topographical surveys of the Property, which disclose conditions satisfactory to Purchaser for its development of the Property.
- (F) Purchaser inspecting the environmental condition of the Property prior to the Closing Date, including the right to conduct environmental, habitat, wetlands and archeological assessments and other studies on the Property, and finding the results of those studies acceptable. If Purchaser's inspection discloses conditions of Property, which, in Purchaser's sole discretion, are unacceptable to Purchaser, Purchaser may terminate this Purchase Agreement.
- (G) Seller obtaining agreements for the relocation, release, termination and/or extinguishment of such rights-of-way, easements, restrictions, and proposed easements across the Property, as disclosed by the title insurance report or surveys, which in Purchaser's sole opinion, must be relocated, released, modified, terminated and/or extinguished in order to permit Purchaser to develop the Property as a retail lumber and home improvement center. Provided, however, Seller may terminate this Agreement if the cost of obtaining agreements for the relocation, release, termination, and/or extinguishment of such rights-of-way, easements, restrictions, and proposed easements across the Property exceeds or will exceed \$500.00 and Purchaser has not agreed to pay for any excess costs over such \$500.00 amount.

Purchaser may, at its sole option, and at its own expense, enter into agreements to relocate or remove any existing utilities after the Closing Date, but Purchaser shall not be required or obligated to do so.

- (H) Purchaser inspecting the Property, including the right to conduct engineering and mechanical studies of the Property, and finding its condition, structure, amenities and systems acceptable. If Purchaser's inspection discloses conditions of the Property which are unacceptable to Purchaser, Purchaser may terminate this Purchase Agreement.
- (I) Purchaser and Seller entering into a mutually agreeable post-closing construction license and grading agreement and perpetual maintenance agreement for Purchaser's development of the adjacent City of Grand Island Fire Station #4 parcel.

- (J) Seller's compliance with the requirements of Neb.Rev.Stat. §16-202 providing for public notice of the proposed conveyance of the Property and completion of statutory notice without any petitions signed by sufficient number of registered voters objecting to the sale of the Property at the date of Closing.

The Contingencies enumerated at (A) through (I) above are for Purchaser's benefit only, and the non-occurrence of a state of facts sufficient to satisfy any of the Contingencies above may not be used or pleaded by Seller as a defense to the enforceability of this Agreement. The Contingency enumerated at (J) is for the Purchaser's and Seller's benefit.

4. **FAILURE OF CONTINGENCIES:** The expiration of the contingencies listed in Section 3 shall be One Hundred Fifty (150) days after last execution of this Agreement or in the event the One Hundred Fiftieth (150th) day falls on a weekend or holiday the next business day thereafter (the "**Contingency Period**"). In the event any of the contingencies and conditions have not been met or in Purchaser's or Seller's opinion will not be met by the expiration of the Contingency Period or extensions thereof, Purchaser and Seller shall have the right and option to waive any contingency or condition, or Purchaser or Seller may declare this Agreement terminated and have the Earnest Money paid by Purchaser, along with any accrued interest, returned to Purchaser forthwith. If Purchaser or Seller exercises its option to declare this Agreement terminated or if this Agreement otherwise becomes terminated, Purchaser and Seller shall have no further obligation or liability under this Agreement. In addition, Seller and Purchaser shall each be solely responsible for and shall hold the other harmless for any expenses, costs, damages, claims, lawsuits and judgments incurred by each of them respectively as a result of this Agreement.

Alternatively, in the event any of the contingencies have not been satisfied or waived by Purchaser and Seller as of the scheduled expiration of the Contingency Period, Purchaser shall have the right to extend the Contingency Period and Closing Date for two (2) thirty (30) day periods upon notice to the other party of its intent to so extend no later than the then expiration of the Contingency Period.

5. **DUE DILIGENCE:** Within fourteen (14) days following the date of last execution of this Agreement, Seller shall deliver to Purchaser true, correct and complete copies of the items concerning the Property listed below, to the extent they exist and are in Seller's possession (the "**Due Diligence Items**"):

- (A) Any prior title evidence, such as a current abstract or title policy.
- (B) The most recent survey of the Property in Seller's possession.
- (C) The written results, if any of environmental site assessments, engineering reports, soil boring test samples or other inspections done at or on the Property including testing and certification results from any on-site grading activities completed to date.
- (D) All permits issued by governmental authorities for the Property.
- (E) Copies of all crop or billboard leases, if applicable.

- (F) Copies of utility bills for the most recent 12 months for the Property.
- (G) Copies of all current maintenance service agreements, if any, relating to the Property.
- (H) All warranties covering the Property and its improvements.

6. **SELLER'S WARRANTIES:** Seller states, warrants, guarantees and represents as follows:

- (A) Subject to the requirements of Neb.Rev.Stat. §16-202 providing for public notice of the proposed conveyance of the Property and completion of statutory notice without any petitions signed by sufficient number of registered voters objecting to the sale of the Property at the date of Closing, Seller has and will have on the Closing Date good and marketable fee title to the Property, subject only to the Permitted Encumbrances.
- (B) Subject to the requirements of Neb.Rev.Stat. §16-202 providing for public notice of the proposed conveyance of the Property and completion of statutory notice without any petitions signed by sufficient number of registered voters objecting to the sale of the Property at the date of Closing, Seller has and will have on the Closing Date full right and authority to convey the Property, and in regard thereto to execute this Agreement and to execute and deliver all documents required of Seller for the consummation of this Agreement.
- (C) The persons signing this Agreement on behalf of Seller are duly authorized to do so and their signatures bind Seller in accordance with the terms of this Agreement.
- (D) The Property shall be free of tenancies and bill boards on the Closing Date other than the occupancy by the Seller under the Post Closing Occupancy Agreement.
- (E) No person, firm, corporation or entity has any option, right of first refusal or similar right to acquire the Property, or any part thereof, from Seller.
- (F) Seller has no knowledge of any condemnation proceedings having been instituted or threatened against the Property.
- (G) That Seller is not a “specially designated national and blocked person” on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control; that Seller is not listed in the annex to, and is not otherwise subject to the provisions of, Executive Order No. 13224 (the “Executive Order”); and that Seller is not acting on behalf of any Person or entity that is listed in the annex to, or is otherwise subject to the provisions of the Executive Order.
- (H) Seller has received no notice of, nor has Seller any knowledge of, any violations of any federal, state, county or municipal laws, ordinances, orders, regulations or requirements affecting the Property.

- (I) Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code ("IRC"), i.e., Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the IRC and Income Tax Regulations).
- (J) To the best of Seller's knowledge the Property has not at any time been used as a waste dump, nor has it been used for the manufacture, treatment, storage or disposal of hazardous waste, hazardous substances, petroleum, PCBs, pollutants, contaminants or materials of like import that cause a present or future hazard to the ground water or other parts of the environment, and that the Property is completely free of any and all latent and non-apparent hazards and characteristics which would impair the use of the Property for the Purchaser as contemplated herein, or would cause the Purchaser any liability to any person or persons, natural or corporate, or any governmental body.

The representations and warranties contained in this section shall be true and correct on the Closing Date and shall survive the Closing and continue in full force and effect notwithstanding the Closing and consummation of the transaction contemplated herein, and the obligation of the Purchaser to close this transaction is expressly conditioned upon said representations.

7. **SURVEYS:** Purchaser, at Purchaser's sole cost and expense, shall obtain its own boundary and topographic survey (the "**Survey**").

8. **COMPLIANCE WITH MUNICIPAL OR STATE REGULATIONS:** All violations of law, ordinances or orders of state, county and municipal agencies affecting the Property at the date hereof shall be cured by Seller before the Closing Date, and all notices and warnings of such violation shall be complied with by Seller before that time, and the Property shall be conveyed free of all such notices and warnings. Seller hereby authorizes Purchaser to make and/or have made searches for such violations.

9. **PURCHASE PRICE:** Purchaser shall give to Seller as consideration for the Property the generator servicing Fire Station #4 on the adjacent property (the "**Purchase Price**"). Seller shall be solely responsible for the removal and transportation of the generator from the Purchaser's property.

10. **REAL ESTATE TAXES, ASSESSMENTS AND TRANSFER FEES:** Seller hereby warrants that there are no real and personal property taxes associated with the Property, as it is owned by a public entity. Seller shall indemnify Purchaser for any taxes or assessments levied against the Property prior to the Closing Date. Purchaser shall be responsible for paying all taxes levied on the Property on the Closing Date and for future dates.

Seller shall be responsible for payments arising from recapture agreements or fees against the Property existing on the Closing Date whether or not arising from Purchaser's development of the Property.

Purchaser shall pay all state, county, and city transfer taxes, deed taxes, rezoning fees, annexation fees, park fees, impact fees, green acres tax, recaptures and/or deed stamps due any

governmental agency resulting from the transfer of the Property by Seller to Purchaser or change in zoning or use.

11. **EVIDENCE OF TITLE:** Purchaser shall obtain a commitment for title insurance, including copies of all Schedule B documents, with extended coverage in the amount of the Purchase Price set out herein, naming the Purchaser as the insured, as its interest may appear (the “**Commitment**”), written by Grand Island Abstract, Escrow & Title Co., 704 W. 3rd Street, Grand Island, NE 68801 (the “**Title Company**”).

Within seven (7) days of approval of this Agreement by Seller’s City Council Seller will deliver to Purchaser any prior title evidence it may have, such as a current abstract or title policy, to expedite further examination of title. Purchaser shall after receipt of the last to arrive of the Commitment, the Survey, and legible copies of all Schedule B documents provide to Seller copies of the Commitment, Survey and all Schedule B documents and shall advise Seller in writing of any objections it has to the state of title to the Property shown in the Survey or Commitment. Seller shall have sixty (60) days from the date of Purchaser’s notice of such objections to make a good faith effort to cure such objections and to furnish a later report showing the objections cured or removed. If such objections cannot be cured within sixty (60) days after the date of Purchaser’s notice of such objection, Purchaser may; (i) declare this Agreement null and void, and neither party shall have any further obligation or liability under this agreement, (ii) at its election, take the title as it then is (with a right to deduct from the Purchase Price for liens or encumbrances of a definite or ascertainable amount), (iii) maintain its objections to the items uncured and extend Seller’s time to cure; or (iv) attempt to cure itself. Purchaser retains the right to update title, object to any new items and have the same remedies mentioned above through the Closing Date.

On the Closing Date, when title is transferred to Purchaser, Seller shall cause to be delivered to Purchaser an owner’s policy with extended coverage containing a Gap Endorsement, a Survey Endorsement, an Access Endorsement, a Same Land Endorsement, a Restriction, Encroachment, Mineral Endorsement, Contiguity Endorsement, and a PIN Endorsement, guaranteeing Seller’s title to be in the condition required by this Agreement. All costs relating to the issuance of the title policy, including, but not limited to, title search and examination fees, policy premiums and the cost for any required endorsements shall be paid for by Purchaser.

12. **POSSESSION:** Subject to the Post Closing Occupancy Agreement by and between the Seller and Purchaser with respect to Lot 1 State Subdivision, the terms of which shall apply with equal force and effect with respect to the Property, legal possession of the Property shall be delivered to Purchaser on the Closing Date, except as herein provided. On the Closing Date the Property shall be free of trash, debris and refuse free. Purchaser or its agent shall be permitted upon the Property prior to Closing for soil testing, environmental and/or inspections, surveying or other investigations or functions relating to its purchase of the Property. Purchaser agrees to indemnify and hold Seller harmless from any and all loss, claim, action, demand or liability which may arise against the Seller or the Property by virtue of any of Purchaser’s actions pursuant to this Agreement. Notwithstanding the foregoing, Purchaser shall not indemnify or defend Seller against any loss, claim, action, demand, liability, or expense arising out of, or having to do with, the results of Purchaser’s inspections, testing or determinations. Upon completion of Purchaser’s investigations and tests, Purchaser shall restore the Property as reasonably possible to the same condition as it existed before Purchaser’s entry upon the Property.

13. **CLOSINGS:** Unless otherwise agreed to by the parties, this transaction shall be closed at the offices of the Title Company insuring the Property. The “**Closing**” of the transaction contemplated hereby shall be held on the expiration of the Contingency Period (“**Closing Date**”). Closing may be held prior to such time upon mutual agreement of the parties. Closing costs and escrow fees, if any, charged by the Title Company to close the transaction, shall be paid by the purchaser.

Seller acknowledges that Purchaser may be providing funds by way of a cashier’s check, and that the Title Company may require said check to clear its bank in order for the funds to become available for disbursement. In the event an extension is warranted for delays in Closing or disbursement caused by Title Company, the Closing Date will be automatically extended without having to amend this Agreement, said extension to be one business day after said delay in Closing or disbursement caused by the Title Company has been resolved. Possession of the Property shall be delivered simultaneously with the disbursement of Seller’s net proceeds.

At Closing, Seller shall deliver or cause to be delivered to Purchaser each of the following items:

- (A) A Warranty Deed, in recordable form, duly executed and acknowledged by Seller, conveying title to the Property to Purchaser, free and clear of all liens, taxes, restrictions, tenancies, occupancies and encumbrances of every kind and description except:
 - 1) Permitted Encumbrances specified in Section 2 herein;
 - 2) General real estate taxes and assessments which are a lien but which are not due and payable on the Closing Date, and special assessments caused by Purchaser's activities or improvements;
- (B) The title policy in the form specified in Section 11 herein;
- (C) Such evidence or documents as may be reasonably required by the Purchaser or the Title Company evidencing the status and capacity of Seller and the authority of the person or persons who are executing the various documents on behalf of Seller in connection with the sale of the Property;
- (D) A certification in a form to be provided or approved by the Purchaser, signed by Seller under penalties of perjury, containing the following:
 - 1) Seller's U.S. Taxpayer Identification Number;
 - 2) The home address of Seller (or the business address of Seller if Seller is not an individual); and,
 - 3) A statement that Seller is not a foreign person within the meaning of Section 1445 of the IRC i.e., Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the IRC and Income Tax Regulations).

- (E) An affidavit of title warranting that no outstanding mechanic's lien rights exist, that the Property is not subject to any unrecorded interest or encumbrances, adverse claims, possession or occupancies and is not subject to any leases, oral or written, and that all assessments, utility charges and taxes have been paid to the Closing Date.
- (F) Closing Prorations:
 - (i) All adjustments shall be made as of midnight of the day prior to the Closing Date and shall be in accordance with the customs in respect of title closing recommended by the Title Company;
- (G) Post-closing construction license and grading easement and perpetual maintenance agreement.
- (H) Copies of all utility bills for the Property.
- (I) All additional documents and instruments as in the reasonable opinion of the Purchaser's counsel or the Title Company are necessary to the proper consummation of this transaction.

Unless explicitly stated in this Agreement to the contrary, Seller shall be responsible for all costs related to the production and delivery of the required closing documents. Seller and Purchaser shall exchange draft copies of all proposed closing documents at least five (5) business days prior to the scheduled Closing Date. If such documents are not received in a timely manner either party may extend the Closing Date accordingly. Purchaser's obligation to close on the transaction contemplated herein is contingent on the Purchaser closing simultaneously on the adjacent City of Grand Island Fire Station #4 parcel. Purchaser may extend the Closing for any delays in the closing of the City of Grand Island Fire Station #4 parcel so that both transactions close simultaneously. There shall be no material changes to the Property for any period of time Purchaser extends the Closing for a delay in simultaneous closings. Purchaser may terminate this Agreement if there is a failure to close simultaneously on the City of Grand Island Fire Station #4 parcel.

14. **REAL ESTATE BROKERS AND BROKERAGE COMMISSION:** Seller and Purchaser each hereby represent and warrant to the other that this Purchase and Sale Agreement is made and entered into as a result of direct negotiations between parties hereto without the aid or assistance in any fashion of any broker or other agent and each of the parties hereby represents and warrants to the other that they have entered into no agreement or made any undertaking of any kind or character whatsoever as a result of which any claim could properly be brought against the other for any commission, finder's fee or other form of compensation of a similar character as a result of this transaction. Each party hereby agrees to indemnify and hold the other harmless as a result of any misrepresentation or breach of the warranty contained in this section.

15. **SURVIVAL OF COVENANTS:** Any representation, warranty, covenant or agreement herein of either party to this Agreement whether to be performed before or after the

of competent jurisdiction for Hall County, Nebraska. All parties to this Agreement hereby subject themselves to the jurisdiction of the District Court of Hall County Nebraska.

20. **HEADINGS:** The section titles are for convenience only and do not define, limit or construe the contents of such paragraphs.

21. **DATE:** This Agreement shall be dated and effective and binding as of the date of the last execution.

22. **CONSTRUCTION:** Both parties have contributed to the drafting of this Agreement. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

23. **TAX-DEFERRED EXCHANGE:** Seller acknowledges that Purchaser may elect to receive the Property in connection with the completion of a tax-deferred exchange under Section 1031 of the Internal Revenue Code of 1986. Seller hereby agrees to take such steps as Purchaser may reasonably require, at no cost to Seller, in order to complete the tax-deferred exchange. Therefore, to the extent possible, the provisions of this section shall be interpreted consistently with this intent.

Purchaser may, on or before the Closing Date, assign its rights under this Agreement to a “qualified intermediary”, as defined in Treasury Regulation 1.1031(i)-1(g)(4) (the “Accommodator”). Each party agrees to cooperate with the other party and the Accommodator in arranging the exchange. Each party shall execute any and all documents reasonably requested by the other party and the Accommodator to facilitate the exchange as a tax-deferred exchange under Section 1031 of the Code and the Treasury Regulations effective thereunder at the time of the Closing including but not limited to any appropriate amendments to this Agreement and any appropriate escrow instructions; provided, however, that no such document shall adversely affect a party in any respect or change any of the economic terms and conditions of the transaction with respect to Purchaser.

Seller acknowledges that Seller is not relying on any representations of Purchaser or Purchaser’s counsel with respect to the federal, state or local income tax treatment of Seller in connection with this transaction. The obligations of the parties under this section shall survive the Closing and the delivery of the deed.

24. **EMINENT DOMAIN:** If prior to the Closing Date, Seller acquires knowledge of any pending or threatened action, suit or proceeding to condemn or take all or any part of the property under the power of eminent domain, then Seller shall immediately give notice thereof to Purchaser. Upon receipt of such notice Purchaser, at Purchaser’s option shall have the right to:

- (A) Terminate this Agreement as to the Property subject to the action or proceeding, whereupon the Purchase Price shall be reduced accordingly; or

- (B) Terminate this Agreement as to the entire Property, whereupon all parties shall be relieved of all further liability hereunder.

If Purchaser does not exercise its right to terminate then Purchaser shall be entitled to all of the condemnation proceeds which would have been due Seller, and the parties shall proceed with the Closing otherwise in accordance with, and subject to, the terms hereof.

25. **CASUALTY:** If prior to the Closing Date the Property or any portion thereof, shall be damaged or destroyed by reason of fire, storm, accident or other casualty, then Seller shall immediately give notice thereof to Purchaser. Upon receipt of such notice Purchaser, at Purchaser's option, shall have the right to:

- (A) Terminate this Agreement as to such portion of the Property damaged by the casualty, whereupon the Purchase Price shall be reduced accordingly; or
- (B) Terminate as to the entire Property, whereupon all parties shall be relieved of all further liability hereunder.

If Purchaser does not exercise its right to terminate then Purchaser shall be entitled to all of the insurance proceeds which would have been due Seller and Seller will credit Purchase at Closing with an amount equal to the deductible under the applicable insurance policy and any amounts reasonably determined by Purchaser to constitute the difference between the amount of the insurance proceeds, and deductible, and the cost of reconstruction.

26. **OPERATION OF THE PREMISES:** During the period between the date hereof and the Closing Date, Seller shall:

- (A) Comply with the material terms, conditions, and provisions of all liens, leases, mortgages, agreements, insurance policies and other contractual arrangements relating to the Property, make all payments due thereunder and suffer no default therein;
- (B) Without written approval of Purchaser, neither negotiate nor enter into any new contract nor modify any existing contract affecting the use or operation of the Property which cannot be terminated without charge, cost, penalty or premium on or before the Closing Date;
- (C) Operate, manage and maintain the Property in the usual and customary manner for a municipal fire station;
- (D) Not, without Purchaser's prior written consent, enter into, amend or terminate any lease, nor institute any proceeding at law or in equity to enforce any lease;
- (E) Not return to any tenants, directly or indirectly, any security deposits except as required by lease, upon the termination of occupancy; and
- (F) Not market the Property to third parties

27. **COUNTERPARTS; MODIFICATION:** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. The electronic transmission of any signed original counterpart of this Agreement shall be deemed to be the delivery of an original counterpart of this Agreement. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought. To aid in the execution of amendments to this Agreement (but not any closing documents), the parties hereby each authorize and empower its attorney employed by such law firm or corporation to execute and deliver any amendments to this Agreement on their respective behalf and (when so executed by their attorney) the amendment shall be binding upon and enforceable against the party represented. Notwithstanding the foregoing, either party may insist upon the execution (or re-execution) of any amendment by the other party itself (and not its attorney) and each party agrees to accommodate such a request.

28. **ENTIRE AGREEMENT:** This Agreement, including the exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No covenant, representation, or condition not expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change, or restrict the provisions of this Agreement.

[Signature to Appear on Following Page(s)]

IN WITNESS WHEREOF, the parties hereto have executed this instrument.

EXECUTED ON:

SELLER: CITY OF GRAND ISLAND

This ____ day of _____, 2019

By: _____
Jeremy L. Jensen
Mayor

EXECUTED ON:

PURCHASER: MENARD, INC.

This ____ day of _____, 2019

by: _____
Theron J. Berg
Real Estate Manager

THIS INSTRUMENT DRAFTED BY:

Pat Wewel
Corporate Counsel
5101 Menard Drive
Eau Claire, WI 54703
Phone: (715) 876-2164
Fax: (715) 876-5998

Exhibit A

Property

ORDINANCE NO. 9733

An ordinance approving a Purchase - Sale Agreement for the conveyance of property between the City of Grand Island ("City") and Menard, Inc., a Wisconsin corporation ("Purchaser"); providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; and providing for publication and the effective date of this ordinance.

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

SECTION 1. The Purchase - Sale Agreement between City and Purchaser is hereby approved and authorized with respect to City's conveyance to Purchaser the following described real estate abutting the southeast corner of Lot 1 State Subdivision (Fire Station No.4) located at 3690 West State Street, Grand Island, to wit:

A parcel of ground in the Southeast Quarter of Section 12 North, Range 10 West of the 6th P.M. in the City of Grand Island, Hall County, Nebraska, being described as follows: Referring to the northwest corner of the Southeast Quarter of said Section 12; thence N88°55'09"E (assumed bearing) on the north line of said Southeast Quarter, a distance of 200.00 feet to the west line of Lot 1, Menard Sixth Subdivision, as platted in the City of Grand Island; thence S01°40'02"E on said west line, a distance of 18.15 feet to the point of beginning; thence S46°34'44"E on said west line, a distance of 59.96 feet to the southwest corner of said Lot 1; thence S89°09'39"W, a distance of 42.34 feet to the southeast corner of Lot 1, State Subdivision, as platted in said City of Grand Island; thence N01°40'02"W on the east line of said Lot 1, a distance of

Approved as to Form	☐ _____
May 10, 2019	☐ City Attorney

ORDINANCE NO. 9733 (Cont.)

41.85 feet to the point of beginning, containing 0.02 acres, more or less.

SECTION 2. In consideration for such conveyance the Purchaser shall convey to City the electric power generator servicing Fire Station #4 on the adjacent property. Conveyance of the real estate above described shall be by warranty deed pursuant to the terms and conditions of the Purchase - Sale Agreement between City and Purchaser.

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three consecutive weeks in the Grand Island Independent, a newspaper published for general circulation in the City of Grand Island. Immediately after the passage and publication of this ordinance, the City Clerk is hereby directed and instructed to prepare and publish said notice.

SECTION 4. Authority is hereby granted to the electors of the City of Grand Island to file a remonstrance against the conveyance of such within described real estate; and if a remonstrance petition against such conveyance is signed by registered voters of the City of Grand Island equal in number to thirty percent of the registered voters of the City of Grand Island voting at the last regular city election held in such City be filed with the City Council within thirty days of passage and publication of such ordinance, said property shall not then, nor within one year thereafter, be conveyed.

SECTION 5. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance be filed against such conveyance, the Mayor may make, execute and deliver to Menard, Inc., a warranty deed for said real estate, and the execution of such deed is hereby authorized without further action on behalf of the City Council.

SECTION 6. Any ordinances or parts of ordinances in conflict herewith be, and hereby are, repealed.

ORDINANCE NO. 9733 (Cont.)

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

Enacted: May 14, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item G-1

Approving Minutes of April 23, 2019 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

April 23, 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 April 23, 2019. Notice of the meeting was given in *The Grand Island Independent* on April 17, 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, Clay Schutz, Julie Hehnke, and Mitch Nickerson. Councilmember Chuck Haase was absent. The following City Officials were present: City Clerk RaNae Edwards, Finance Director Patrick Brown, City Attorney Jerry Janulewicz, and Public Works Director John Collins.

INVOCATION was given by Pastor Scott Jones, Third City Christian Church, 4100 West 13th Street followed by the PLEDGE OF ALLEGIANCE.

PUBLIC HEARINGS:

Public Hearing on Request from Spirit in the Sky, LLC dba 40 North Tap & Grille, 520 West 3rd Street for a Class "IK" Liquor License. City Clerk RaNae Edwards reported that an application for a Class "IK" Liquor License had been received from Spirit in the Sky, LLC dba 40 North Tap & Grille, 520 West 3rd Street. Ms. Edwards presented the following exhibits for the record: application submitted to the Liquor Control Commission and received by the City on March 29, 2019; notice to the general public of date, time, and place of hearing published on April 13, 2019; notice to the applicant of date, time, and place of hearing mailed on March 29, 2019; along with Chapter 4 of the City Code. Staff recommended approval contingent upon final inspections. Jay Vavricek, 2729 Brentwood Blvd. spoke in support. No further public testimony was heard.

Public Hearing on Request to Rezone Property located South of Wildwood Drive and East of US Highway 281 from TA – Transitional Agriculture to B2 – General Business (GIAEDC Station 31, LLC). Regional Planning Director Chad Naby reported that Station 31, LLC had submitted a plat that combined the Lewis Greenscape property with the house and the farm ground into a single lot for development. Staff recommended approval. No public testimony was heard.

Public Hearing on Request to Rezone Property located North of the Wood River between Ponderosa Drive and US Highway 281 from RD – Residential Development to RO – Residential Office (Prataria Ventures, LLC). Regional Planning Director Chad Naby reported that Prataria Ventures, LLC had submitted a final plat for this property that would incorporate Outlot C1 into a single lot with the other Prataria property. Staff recommended approval. No public testimony was heard.

Public Hearing on Amendment to the Redevelopment Plan for CRA No. 1 located at 221-223 West Third Street – Greenburgers Building (Wald Properties, LLC). Regional Planning Director Chad Naby reported that Wald 12 Properties, LLC had submitted an application for tax

increment financing to aid in the redevelopment of property on the 221-223 West 3rd Street the Greenburgers Building. The proposal would redevelop commercial space in the basement, main floor and rooftop with five one bedroom apartments on the second floor. Staff recommended approval. Amos Anson, 4234 Arizona Avenue and Tommy Wald, 461 Sandlewood Drive spoke in support. No further public testimony was heard.

Public Hearing on Request from Stephen & Deborah Spaulding for an Extension of a Conditional Use Permit to Allow for Construction of a House while living in the Existing Double-wide Trailer located at 3204 So. Shady Bend Road. Building Department Director Craig Lewis reported that Stephen and Deborah Spaulding had submitted an application to extend their current Conditional Use Permit to June 1, 2019 as construction had taken more time than originally anticipated. Staff recommended an expiration date for the new conditional use permit appears reasonable for August 15, 2019 or within 90 days after a certificate of occupancy is issued for the new dwelling. Stephen Spaulding, 3204 South Shady Bend Road spoke in support. 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 ordinances numbered:

#9726 - Consideration of Approving Request to Rezone Property located South of Wildwood Drive and East of US Highway 281 from TA – Transitional Agriculture to B2 – General Business (GIAEDC Station 31, LLC)

#9727 - Consideration of Approving Request to Rezone Property located North of the Wood River between Ponderosa Drive and US Highway 281 from RD – Residential Development to RO – Residential Office (Prataria Ventures, LLC)

#9731 - Consideration of Vacating a Portion of James Road within Ponderosa Lake Estates Fourth Subdivision

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

#9726 - Consideration of Approving Request to Rezone Property located South of Wildwood Drive and East of US Highway 281 from TA – Transitional Agriculture to B2 – General Business (GIAEDC Station 31, LLC)

This item related to the aforementioned Public Hearing.

Motion by Minton, second by Fitzke to approve Ordinance #9726.

City Clerk: Ordinance #9726 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9726 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9726 is declared to be lawfully adopted upon publication as required by law.

#9727 - Consideration of Approving Request to Rezone Property located North of the Wood River between Ponderosa Drive and US Highway 281 from RD – Residential Development to RO – Residential Office (Prataria Ventures, LLC)

This item related to the aforementioned Public Hearing.

Motion by Schutz, second by Hehnke to approve Ordinance #9727.

City Clerk: Ordinance #9727 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9727 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9727 is declared to be lawfully adopted upon publication as required by law.

#9731 - Consideration of Vacating a Portion of James Road within Ponderosa Lake Estates Fourth Subdivision

Public Works Director John Collins reported that construction of the Grand Island Regional Hospital was currently underway with expected completion in the Fall of 2019. The requested vacation of a portion of James Road would allow for further development of the hospital site. Staff recommended approval

Motion by Stelk, second by Nickerson to approve Ordinance #9731.

City Clerk: Ordinance #9731 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9731 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9731 is declared to be lawfully adopted upon publication as required by law.

#9728 - Consideration of Approving Annexation of Property Located East of U.S. Highway 281 and South of Wildwood Drive (Lewis Greenscape) (First Reading)

Regional Planning Director Chad Nabity reported that Station 31, LLC, owner of the property had petitioned the City of Grand Island to consider annexation of this property. Staff recommended approval.

Motion by Stelk, second by Fitzke to approve Ordinance #9728 on first reading.

City Clerk: Ordinance #9728 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

#9729 - Consideration of Approving Annexation of Property Located West of North Road and South of 13th Street (Ray Stander) (First Reading)

Regional Planning Director Chad Nabity reported that Ray Stander, owner of the property had petitioned the City of Grand Island to consider annexation of this property. Staff recommended approval.

Motion by Minton, second by Paulick to approve Ordinance #9729 on first reading.

City Clerk: Ordinance #9729 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

#9730 - Consideration of Approving Annexation of Property Located between U.S. Highway 281 and Old Nebraska Highway 2, West of Eagle Scout Park (City of Grand Island) (First Reading)

Regional Planning Director Chad Nabity reported that the City of Grand Island, owner of property had petitioned the City of Grand Island to consider annexation of this property. Staff recommended approval.

Motion by Hehnke, second by Paulick to approve Ordinance #9730 on first reading.

City Clerk: Ordinance #9730 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

CONSENT AGENDA: Consent Agenda item G-12 (Resolution #2019-145) was pulled for further discussion. Motion by Paulick, second by Fitzke to approve the Consent Agenda excluding item G-12. Upon roll call vote, all voted aye. Motion adopted.

Approving Minutes of April 9, 2019 City Council Regular Meeting.

Receipt of Official Documents – Pawnbroker’s Official Bonds for G.I. Loan Shop, 1004 West 2nd Street and Express Pawn, 645 South Locust Street.

#2019-136 - Approving Request from Spirit in the Sky, LLC dba 40 North Tap & Grille, 520 West 3rd Street for a Class “IK” Liquor License and Liquor Manager Designation for Joseph Vavricek, 2729 Brentwood Blvd.

#2019-137 - Approving Interlocal Agreement with Hall County for Ambulance Service.

#2019-138 - Approving Final Plat and Subdivision Agreement for Lewis Acres Subdivision. It was noted that Station 31, LLC, owner, had submitted the Final Plat and Subdivision Agreement for Lewis Acres Subdivision located east of U.S. Highway 281 and south of Wildwood Drive for the purpose of creating 1 lot on 33.314 acres.

#2019-139 - Approving Final Plat and Subdivision Agreement for Ponderosa Village Second Subdivision. It was noted that Prataria Ventures, LLC, owners, had submitted the Final Plat and Subdivision Agreement for Ponderosa Village Second Subdivision located west of U.S. Highway 281 south of Ray Road and north of the Wood River for the purpose of creating 3 lots on 15.205 acres.

#2019-140 - Approving Bid Award for Burdick Generating Station Cooling Tower Demolition with Hayden Wrecking Corporation of Washington Park, Illinois in an Amount of \$44,875.00.

#2019-141 - Approving Purchase of Police Fleet Vehicles from Anderson Auto Group of Lincoln, Nebraska in an Amount of \$106,232.00.

#2019-142 - Approving Bid Award for Crushed Rock for 2019 from Dobesh Land Leveling, LLC of Grand Island, Nebraska and Blessing Construction of Kearney, Nebraska.

#2019-143 - Approving Bid Award for Downtown Sanitary Sewer Rehabilitation - 2019; Project No. 2019-S-1 with Municipal Pipe Tool Co., LLC of Hudson, Iowa in an Amount of \$634,409.00.

#2019-144 - Approving Request from the YMCA for Permission to Use City Streets, Hike/Bike Trail, and State Highway for the 2019 Nebraska State Fair Marathons.

#2019-145 - Approving Subordination Request for FAmos Construction. Community Development Administrator Amber Alvidrez stated a new lien in the amount of \$60,000 with Pinnacle Bank would by law be junior in priority to the City’s lien; however, Pinnacle Bank had asked the City to subordinate its Deed of Trust to the new Deed of Trust. Staff recommended approval.

Motion by Paulick, second by Fitzke to approve Resolution #2019-145. Upon roll call vote, all voted aye. Motion adopted. Councilmember Schutz abstained.

#2019-146 - Approving Pheasants Forever/Nebraska Natural Resources Districts Agreement to Enroll Areas of Heartland Public Shooting Park in the “Corners For Wildlife” Habitat Program.

#2019-147 - Approving Letter of Support for Essential Air Service (EAS) to the Department of Transportation (DOT).

REQUESTS AND REFERRALS:

Consideration of Approving the Request from Stephen & Deborah Spaulding for an Extension of a Conditional Use Permit to Allow for Construction of a House while living in the Existing Double-wide Trailer located at 3204 So. Shady Bend Road. This item was related to the aforementioned Public Hearing. Staff recommended approval.

Motion by Nickerson, second by Jones to approve. Upon roll call vote, all vote aye. Motion adopted.

Consideration of Forwarding Blighted and Substandard Area #16 (Veteran's Home Property and Surrounding Area) to the Hall County Regional Planning Commission (Community Redevelopment Authority). Regional Planning Director Chad Nabity reported that the CRA had submitted this study for the review and consideration of the Grand Island City Council. The study was approximately 569.09 acres of property in northern Grand Island north of State Street and east of Webb Road including the all of the Central Nebraska Veterans Home property. Staff recommended approval.

Motion by Paulick, second by Minton to approve. Upon roll call vote, all voted aye. Motion adopted.

Consideration of Forwarding Blighted and Substandard Area #29 (South of Wildwood and East of U.S. Highway 281) to the Hall County Regional Planning Commission (Station 31, LLC). Regional Planning Director Chad Nabity reported that Station 31, LLC had submitted this study for the review and consideration of the Grand Island City Council. The study was approximately 33.18 acres of property in southern Grand Island south of Wildwood Drive and east of U.S. Highway 281 including the former Lewis Greenscape property. Staff recommended approval.

Motion by Minton, second by Fitzke to approve. Upon roll call vote, all voted aye. Motion adopted.

RESOLUTIONS:

#2019-148 - Consideration of Approving Resignation, Separation Agreement and General Release of Brent Clark as City Administrator. City Attorney Jerry Janulewicz stated Mayor Steele and Mr. Clark had agreed that differences had arisen in their respective management styles and it was their desire to terminate the employment agreement of Mr. Clark with his resignation and a separation agreement.

Motion by Paulick, second by Hehnke to approve Resolution #2019-148. Upon roll call vote, all voted aye. Motion adopted.

#2019-149 - Consideration of Approving Amendment to the Redevelopment Plan for CRA No. 1 located at 221-223 West Third Street – Greenburgers Building (Wald Properties, LLC). This item was related to the aforementioned Public Hearing. Staff recommended approval.

Motion by Nickerson, second by Minton to approve Resolution #2019-149. Upon roll call vote, all voted aye. Motion adopted.

#2019-150 - Consideration of Approving FY 2019-2020 Annual Budget for Fonner Park Business Improvement District and Setting Date for Board of Equalization. Finance Director Patrick Brown reported that Fonner Park Business Improvement District had submitted their 2019-2020 budget which provided for special assessments in the amount of \$59,388.00. He requested the Board of Equalization date be set for May 28, 2019. Staff recommended approval.

Mr. Brown answered questions stating this was not a tax but an assessment.

Motion by Minton, second by Paulick to approve Resolution #2019-150. Upon roll call vote, all voted aye. Motion adopted.

#2019-151 - Consideration of Approving FY 2019-2020 Annual Budget for South Locust Business Improvement District and Setting Date for Board of Equalization. Finance Director Patrick Brown reported that South Locust Business Improvement District had submitted their 2019-2020 budget which provided for special assessments in the amount of \$139,849.50. He requested the Board of Equalization date be set for May 28, 2019. Staff recommended approval.

Motion by Paulick, second by Schutz to approve Resolution #2019-151. Upon roll call vote, all voted aye. Motion adopted.

#2019-152 - Consideration of Approving Additional Budget to Maintain the Veterans Home Cemetery. This item was pulled from the agenda.

PAYMENT OF CLAIMS:

Motion by Minton, second by Schutz to approve the payment of claims for the period of April 10, 2019 through April 23, 2019 for a total amount of \$4,643,645.36. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 7:55 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, May 14, 2019
Council Session/Budget Work Session

Item G-2

Approving Re-Appointment of Brandon Bowley to the Central District Health Board

Mayor Steele has submitted the re-appointment of Brandon Bowley to the Central District Health Board. The appointment would become effective immediately upon approval by the City Council and would expire on December 31, 2021.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, May 14, 2019
Council Session/Budget Work Session

Item G-3

Approving Appointment of Mike Kneale to the Citizens Advisory Review Committee Board

Mayor Steele has submitted the appointment of Mike Kneale to the Citizens Advisory Review Committee to replace Tim White. The appointment would become effective immediately upon approval by the City Council and would expire on September 30, 2019.

Staff Contact: Mayor Roger Steele



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item G-4

Approving Preliminary Plat for Fifth Street Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: May 14, 2019
Subject: Fifth Street Subdivision – Preliminary Plat
Presenter(s): Chad Naby, AICP, Regional Planning Director

Background

This property is located between Willow Street and Congdon Avenue north of 4th Street in Grand Island, Nebraska. (20 lots, 3.305 acres). This property is proposed for zoning as R3-SL Medium Density Small Lot residential. A replat of Lots 11 and 12 and parts of Lots 13 and 14 of Lambert's Subdivision in the City Of Grand Island, Hall County, Nebraska.

Discussion

The final plat for Fifth Street Subdivision was considered by the Regional Planning Commission at the May 1, 2019 meeting.

A motion was made by Rainforth and second by Allan to approve the final plat as presented.

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

Alternatives

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

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

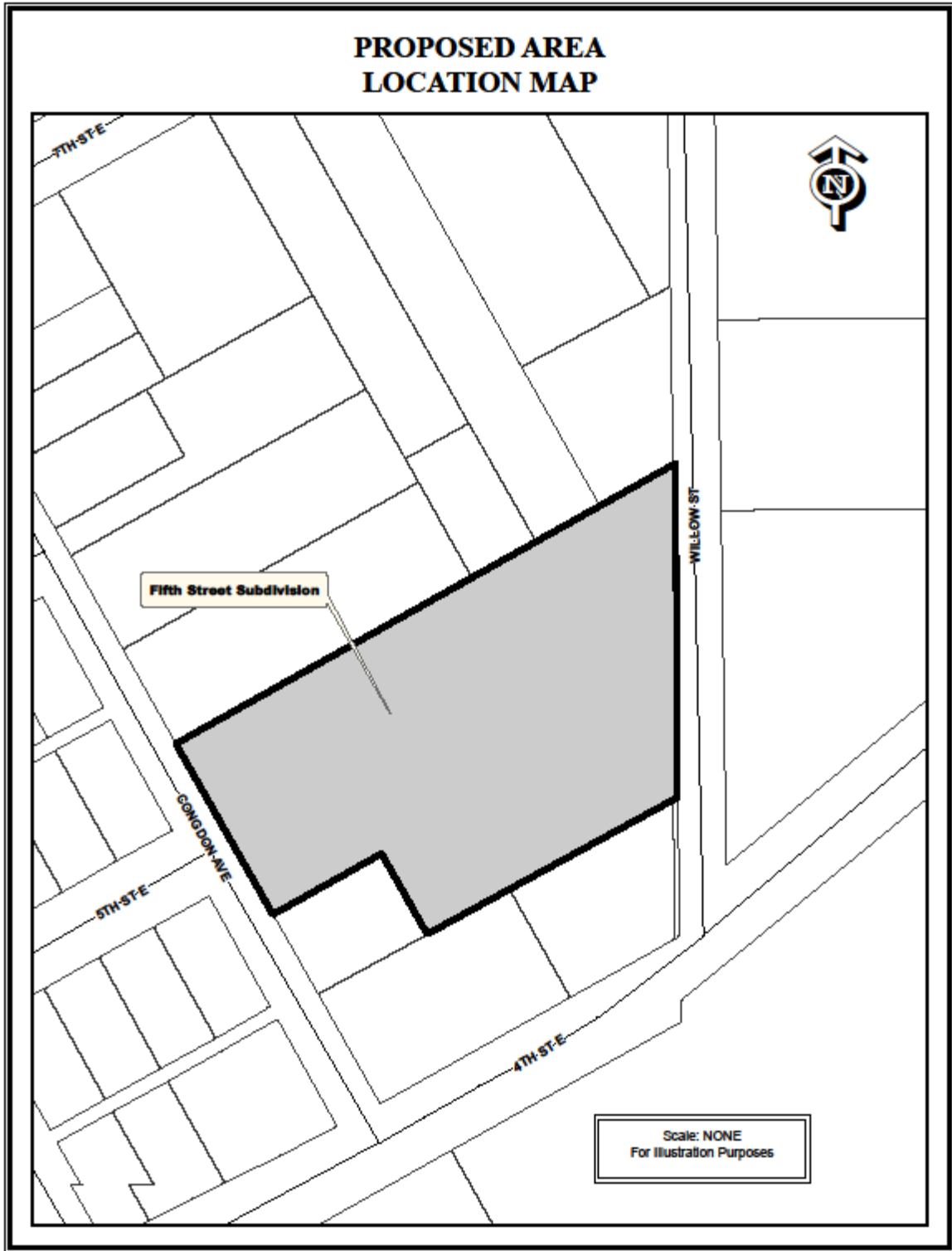
Recommendation

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

Sample Motion

Move to approve as recommended.

**PROPOSED AREA
LOCATION MAP**



Developer/Owner
Starostka Group Unlimited, Inc.

429 Industrial Lane
Grand Island, NE 68803

This property is located between Willow Street and Congdon Avenue north of 4th Street in Grand Island, Nebraska. (20 lots, 3.305 acres).

Size: 3.305 Acres 20 Lots

Zoning: R3-SL Medium Density Small Lot Residential

Road Access: Congdon Avenue is a 37 foot city street. Willow Street is an existing gravel street. Fifth Street is proposed as a 32 foot street with parking offset by driveways.

Water Public: City water is available and will be extended to all lots.

Sewer Public: City sewer is available and will be extended to all lots.



Hall County Regional Planning Commission
SUBDIVISION APPLICATION

This application must be submitted a minimum of 20 calendar days prior to a planning commission meeting to be considered at that meeting.
Planning Commission meetings are typically held on the first Wednesday of the month.

Owners Information

Name Starostka Group Unlimited, Inc.
Address 429 Industrial Lane
City Grand Island, State NE Zip 68803
Phone (308) 385-0636

Attach additional information as necessary for all parties listed as an owner on the plat and any other party such as: partners, Deed of Trust holders, etc...

All owners, lien holder's etc... will be required to sign the dedication certificate on the final plat.

As the applicant for this subdivision I do hereby certify that I have provided complete information regarding the ownership of the property included in this application:

By: 
(Applicant)

Surveyor/Engineers Information

Surveyor/Engineering Firm Olsson, Inc
Address 201 East Second Street
City Grand Island State NE Zip 68802
Phone (308) 384-8750
Surveyor/Engineer Name Jai Jason Andrist License Number LS-630

SUBDIVISION NAME: Fifth Street Subdivision

Please check the appropriate location

- Grand Island City Limits
- 2 Mile Grand Island Jurisdiction
- Hall County
- City of Wood River or 1 Mile Jurisdiction
- Alda or 1 Mile Jurisdiction
- Cairo or 1 Mile Jurisdiction
- Doniphan or 1 Mile Jurisdiction

Please check the appropriate Plat

- Preliminary Plat
- Final Plat
- Administrative Plat (Grand Island, Alda, Doniphan, and Cairo)

Number of Lots 20 (preliminary) 20 (final)

Number of Acres 3.3 (preliminary) 3.3 (final)

Checklist of things Planning Commission Needs

- 22 copies if in City limits or the two mile jurisdiction of Grand Island
- 12 copies if in Hall County, City of Wood River, Village of Cairo, Doniphan or Alda.
- 5 copies if Administrative Plat
- Closure Sheet
- Utilities Sheet
- Receipt for Subdivision Application Fees in the amount of \$1,320.00 \$1320.00

Providing false information on this application will result in nullification of the application and forfeiture of all related fees. If you have any questions regarding this form or subdivision regulations administered by the Hall County Regional Planning Department call (308) 384-3341.

FIFTH STREET SUBDIVISION

GRAND ISLAND, HALL COUNTY, NEBRASKA

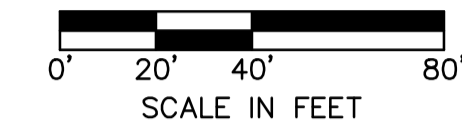
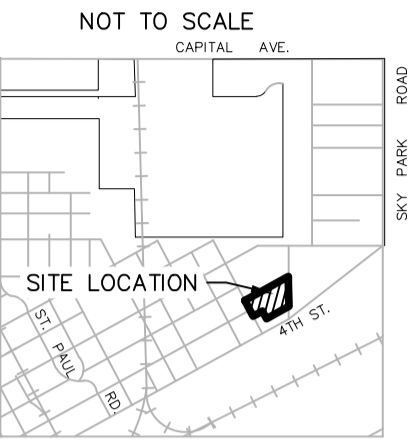
SITE PLAT

LEGAL DESCRIPTION

A TRACT OF LAND CONSISTING OF ALL OF LOTS 11 AND 12 AND PART OF LOTS 13 AND 14, ALL OF LAMBERT'S SUBDIVISION, GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 11, LAMBERT'S SUBDIVISION, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S00°56'46"E, ALONG THE NORTHEASTERLY LINE OF LAMBERT'S SUBDIVISION AND ALSO BEING THE WEST RIGHT-OF-WAY LINE OF WILLOW STREET, A DISTANCE OF 85.76 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 11; THENCE S00°55'57"E, ALONG SAID NORTHEASTERLY LINE AND SAID WEST R.O.W. LINE, A DISTANCE OF 262.71 FEET TO THE SOUTHEASTERLY LINE OF LOT 14, SAID LAMBERT'S SUBDIVISION; THENCE S61°00'53"W, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 14, A DISTANCE OF 5.71 FEET TO A POINT ON THE WEST R.O.W. LINE OF SAID WILLOW STREET; THENCE S61°06'34"W, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 195.43 FEET; THENCE S61°08'12"W A DISTANCE OF 98.37 FEET; THENCE N29°05'16"W A DISTANCE OF 100.05 FEET; THENCE S61°09'57"W A DISTANCE OF 129.89 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LAMBERT'S SUBDIVISION AND ALSO BEING THE NORTHEASTERLY R.O.W. LINE OF CONGDON AVENUE; THENCE N30°07'54"W, ALONG SAID SOUTHWESTERLY LINE AND SAID NORTHEASTERLY R.O.W. LINE, A DISTANCE OF 129.23 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 11; THENCE N29°42'13"W, ALONG SAID R.O.W. LINE, A DISTANCE OF 75.41 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 11; THENCE N60°48'19"E, ALONG THE NORTHERLY LINE OF SAID LOT 11, A DISTANCE OF 355.34 FEET TO THE SOUTHWESTERLY CORNER OF LOT 5, LAMBERT'S SUBDIVISION; THENCE N60°54'59"E, ALONG SAID NORTHWESTERLY LINE OF LOT 11, A DISTANCE OF 153.89 FEET TO THE SOUTHEASTERLY CORNER OF LOT 4, SAID LAMBERT'S SUBDIVISION; THENCE N60°43'31"E A DISTANCE OF 87.74 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 143,957.89 SQUARE FEET OR 3.305 ACRES MORE OR LESS OF WHICH 0.698 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY.

LOCATION MAP



LEGEND

- SET CORNER (5/8"x24" REBAR W/CAP)
- FOUND CORNER (AS NOTED)
- ROW LINE
- - - PROPERTY LINE
- NEW SUBDIVISION LINE
- M MEASURED DISTANCE
- D DEEDED DISTANCE
- P PLATTED DISTANCE LAMBERT'S SUB
- P1 PLATTED DISTANCE LAMBERT'S 4TH SUB
- P2 PLATTED DISTANCE LAMBERT'S 6TH SUB
- E EASEMENT DISTANCE
- ⚡ POWER POLE W/ LIGHT
- ☎ TELEPHONE RISER
- ☎ LIGHT POLE
- GUY WIRE
- ⊗ WATER VALVE
- ⊙ FHT FIRE HYDRANT
- ⊙ SIGN
- ⊙ STEEL POST
- ⊙ MAILBOX
- ⊙ STORM DRAIN MANHOLE
- ⊙ SANITARY MANHOLE
- ⊙ DECIDUOUS TREE
- SD— STORM SEWER LINE
- W— WATER LINE
- G— GAS LINE
- CATV— UNDERGROUND CABLE
- P-OH— OVERHEAD ELECTRIC
- SS— SANITARY SEWER LINE
- TEL— UNDERGROUND TELEPHONE
- X— WIRE FENCE
- CHAINLINK FENCE
- WOODEN FENCE
- ▨ BUILDING LINE

OWNERS: L & P INVESTMENTS, LLC, A NEBRASKA CORPORATION
 SUBDIVIDER: L & P INVESTMENTS, LLC, A NEBRASKA CORPORATION
 SURVEYOR: OLSSON
 ENGINEER: OLSSON
 NUMBER OF LOTS: 20

NOTE:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

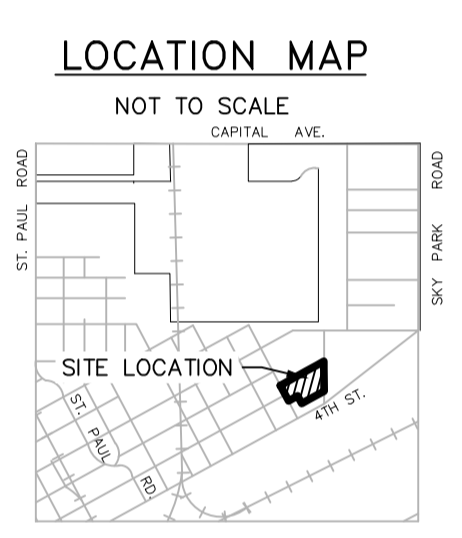
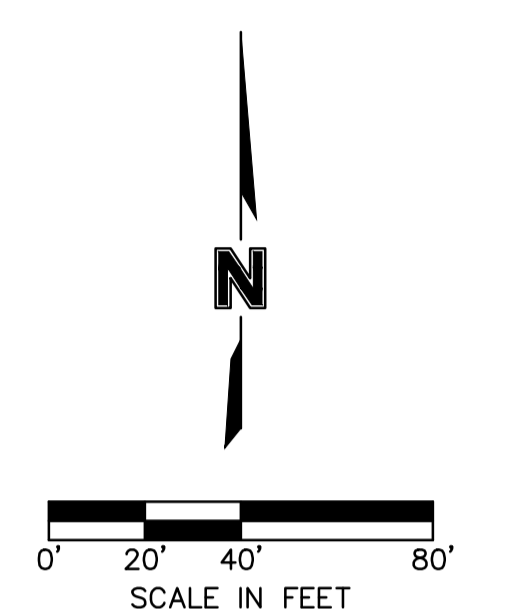
DWG: F:\2019\0501-1000\019-0772\40-Design\Survey\SRVY\Sheets\V_FPT_0190772.dwg
 DATE: Apr 16, 2019 12:08pm
 USER: jjimenez
 PBASE_190772

olsson	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750 FAX 308.384.8752	PROJECT NO. 2019-0772
	STAROSTKA 5TH STREET SURVEY	FB GI 2019-1

FIFTH STREET SUBDIVISION

GRAND ISLAND, HALL COUNTY, NEBRASKA

FINAL PLAT



LEGEND

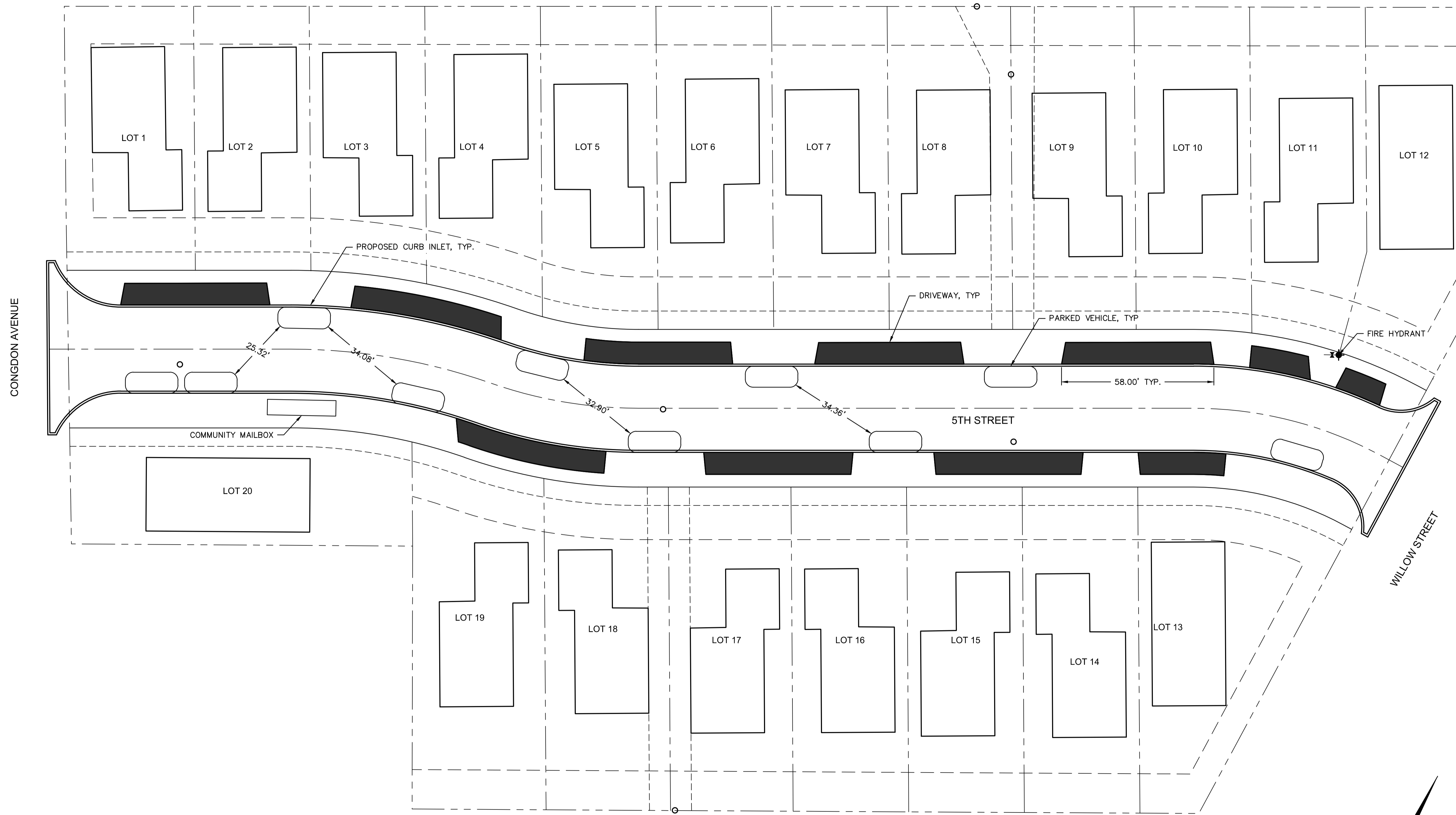
- SET CORNER (5/8"x24" REBAR W/CAP)
- FOUND CORNER (AS NOTED)
- ROW LINE
- PROPERTY LINE
- NEW SUBDIVISION LINE
- M MEASURED DISTANCE
- D DEEDED DISTANCE
- P PLATTED DISTANCE LAMBERT'S SUB
- P1 PLATTED DISTANCE LAMBERT'S 4TH SUB
- P2 PLATTED DISTANCE LAMBERT'S 6TH SUB
- E EASEMENT DISTANCE

OWNERS: L & P INVESTMENTS, LLC, A NEBRASKA CORPORATION
 SUBDIVIDER: L & P INVESTMENTS, LLC, A NEBRASKA CORPORATION
 SURVEYOR: OLSSON
 ENGINEER: OLSSON
 NUMBER OF LOTS: 20

DWG: F:\2019\0501-1000\019-0772\40-Design\Survey\SRVY\Sheets\V_FPT_0190772.dwg
 DATE: Apr 16, 2019 12:09pm
 USER: jjimenez
 PBASE: 190772

olsson	201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750 FAX 308.384.8752	PROJECT NO. 2019-0772
	STAROSTKA 5TH STREET SURVEY	SHEET 1 OF 2
	FB GI 2019-1	

DWG: F:\2019\0501-1000\019-0772-40-Design\AutoCAD\Final Plans\Sheets\GNCV\DRIVEWAYS_190772.dwg
 DATE: Apr 25, 2019 11:17am XREFS: pbase_190772 V_FPT_0190772 USER: Istoltenberg



LEGEND

- PROPOSED LIGHT POLE
- PROPOSED FIRE HYDRANT
- ▬ PROPOSED DRIVEWAY
- ▭ PROPOSED VEHICLE

8' 20'

0' 10' 20' 40'

SCALE IN FEET

201 East 2nd Street
Grand Island, NE 68801 TEL 308.384.8750 www.olsson.com

olsson

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

ESTABLISHMENT OF 18' DRIVE PATH
100% OF THE TIME

FIFTH STREET SUBDIVISION

GRAND ISLAND, NEBRASKA

2019

drawn by: _____	LS
checked by: _____	BS
QA/QC by: _____	
project no.: 019-0772	
drawing no.: _____	
date: 4.23.2019	

SHEET
1 of 1



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item G-5

**#2019-153 - Approving Final Plat and Subdivision Agreement for
The Orchard Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: May 14, 2019
Subject: Orchard Subdivision – Final Plat
Presenter(s): Chad Nabity, AICP, Regional Planning Director

Background

This property is located south of Capital Avenue, east of Beal Street, north of intersection of 12th Street and Lambert Avenue and west of the railroad tracks in Grand Island, Nebraska. (67 lots, 23.861 acres). This property is zoned R3-SL Medium Density Small Lot Residential Zone.

Discussion

The final plat for Orchard Subdivision was considered by the Regional Planning Commission at the May 1, 2019 meeting.

A motion was made by Rainforth and second by Allan to approve the final plat as presented.

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

Alternatives

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

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

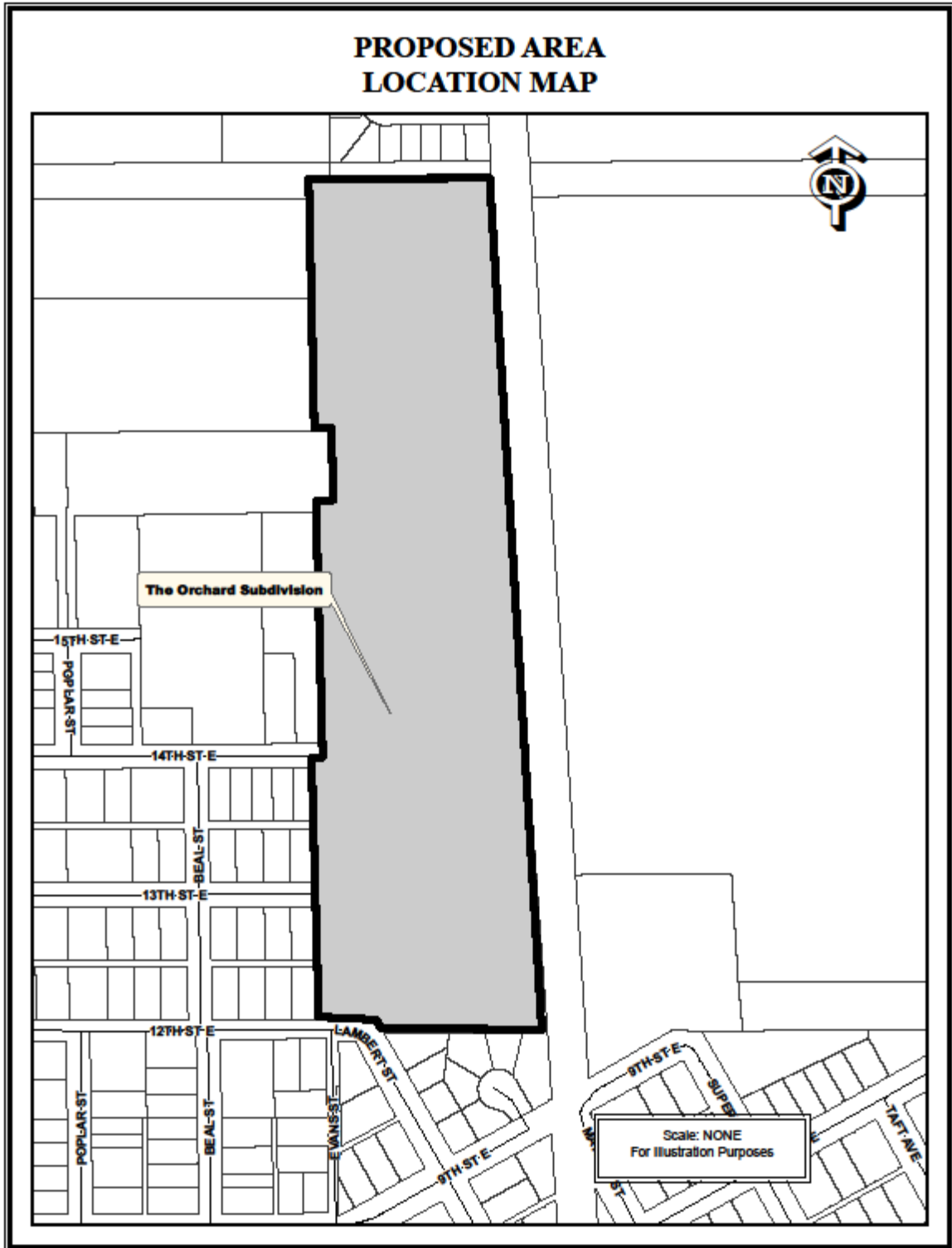
Recommendation

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

Sample Motion

Move to approve as recommended.

PROPOSED AREA LOCATION MAP



Developer/Owner
The Orchard LLC

5631 S. 48th
Lincoln, NE 68516

To create 65 lots and 2 outlots south of Capital Avenue, north of 12th Street and west of the Central Nebraska Rail Road.

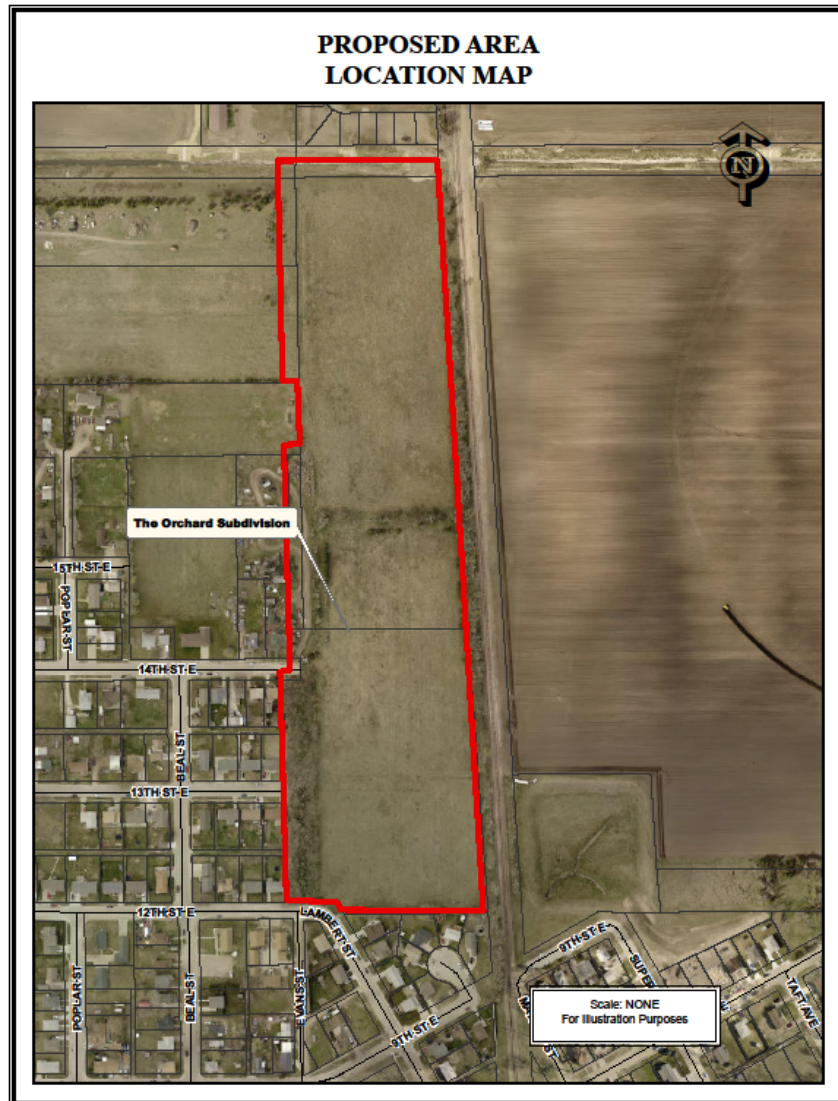
Size: 23.861 Acres 67 Lots

Zoning: R3-SL – Medium Density Small Lot Residential Zone

Road Access: 19th Street, 15th Street and 14th Street will all be constructed as 37 foot concrete curb and gutter streets. Peach Street will be 32' with parking offset by driveways as shown and approved with the preliminary plat.

Water Public: City water is available and will be extended to all lots.

Sewer Public: City sewer is available and will be extended to all lots.



Hall County Regional Planning Commission
SUBDIVISION APPLICATION

This application must be submitted a minimum of 20 calendar days prior to a planning commission meeting to be considered at that meeting.
Planning Commission meetings are typically held on the first Wednesday of the month.

Owners Information

Name The Orchard LLC
Address 5631 S 48th
City Lincoln, State NE Zip 68516
Phone 402-328-8100

Attach additional information as necessary for all parties listed as an owner on the plat and any other party such as: partners, Deed of Trust holders, etc...

All owners, lien holder's etc... will be required to sign the dedication certificate on the final plat.

As the applicant for this subdivision I do hereby certify that I have provided complete information regarding the ownership of the property included in this application:

By: Ward F. Hoppe 
(Applicant)

Surveyor/Engineers Information

Surveyor/Engineering Firm Husker Surveying
Address 4535 Normal Blvd., Ste. 101
City Lincoln, State NE Zip 68506
Phone 402-423-5202
Surveyor/Engineer Name Jayme M. Malone License Number 440

SUBDIVISION NAME: The Orchard

Please check the appropriate location

- Grand Island City Limits
- 2 Mile Grand Island Jurisdiction
- Hall County
- City of Wood River or 1 Mile Jurisdiction
- Alda or 1 Mile Jurisdiction
- Cairo or 1 Mile Jurisdiction
- Doniphan or 1 Mile Jurisdiction

Please check the appropriate Plat

- Preliminary Plat
- Final Plat
- Administrative Plat (Grand Island, Alda, Doniphan, and Cairo)

Number of Lots 65

Number of Acres 23.861

Checklist of things Planning Commission Needs

- An emailed copy of the AutoCAD file and a PDF to rashadm@grand-island.com
- 4/17/19: 10 + 15 copies if in City limits or the two mile jurisdiction of Grand Island
- 5 + 15 copies if in Hall County, City of Wood River, Village of Cairo, Doniphan or Alda
- 5 copies if Administrative Plat
- Closure Sheet
- Utilities Sheet
- Receipt for Subdivision Application Fees in the amount of \$ 1070.00

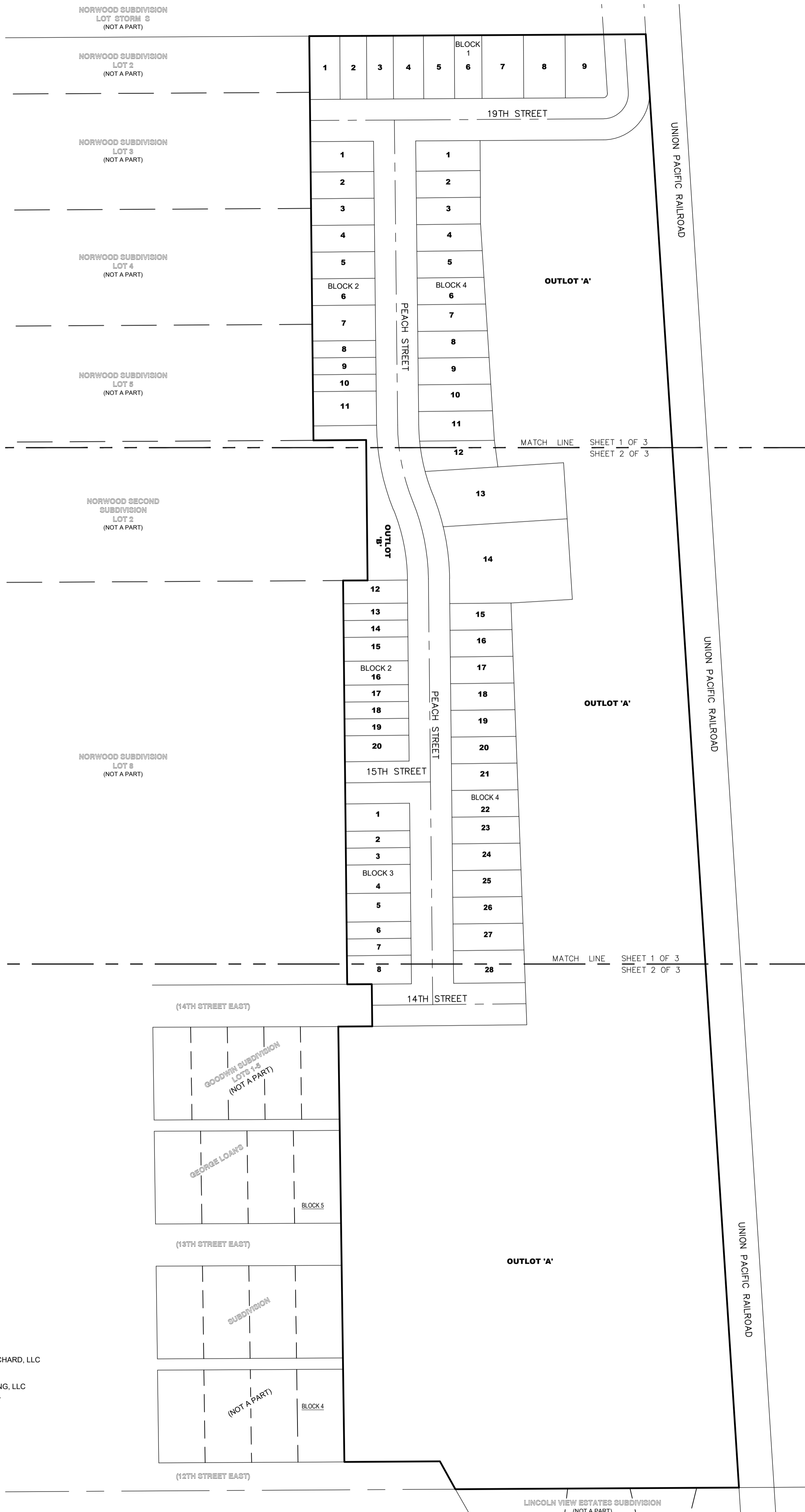
Providing false information on this application will result in nullification of the application and forfeiture of all related fees. If you have any questions regarding this form or subdivision regulations administered by the Hall County Regional Planning Department call (308) 384-3341.

THE ORCHARD SUBDIVISION

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
FINAL PLAT



SCALE: 1" = 100'



OWNERS: WARD F. HOPPE, MEMBER OF THE ORCHARD, LLC
WILLIAM P. & JULANN K. ZILLER
SUBDIVIDER: THE ORCHARD, LLC
SURVEYOR: JAYME M. MALONE, HUSKER SURVEYING, LLC
ENGINEER: DESIGN ASSOCIATES OF LINCOLN, INC.
NUMBER OF LOTS: 65



4535 Normal Blvd. Ste #101
Lincoln, Ne 68506
(402)423-5202
(402)423-5211
www.huskersurveying.com

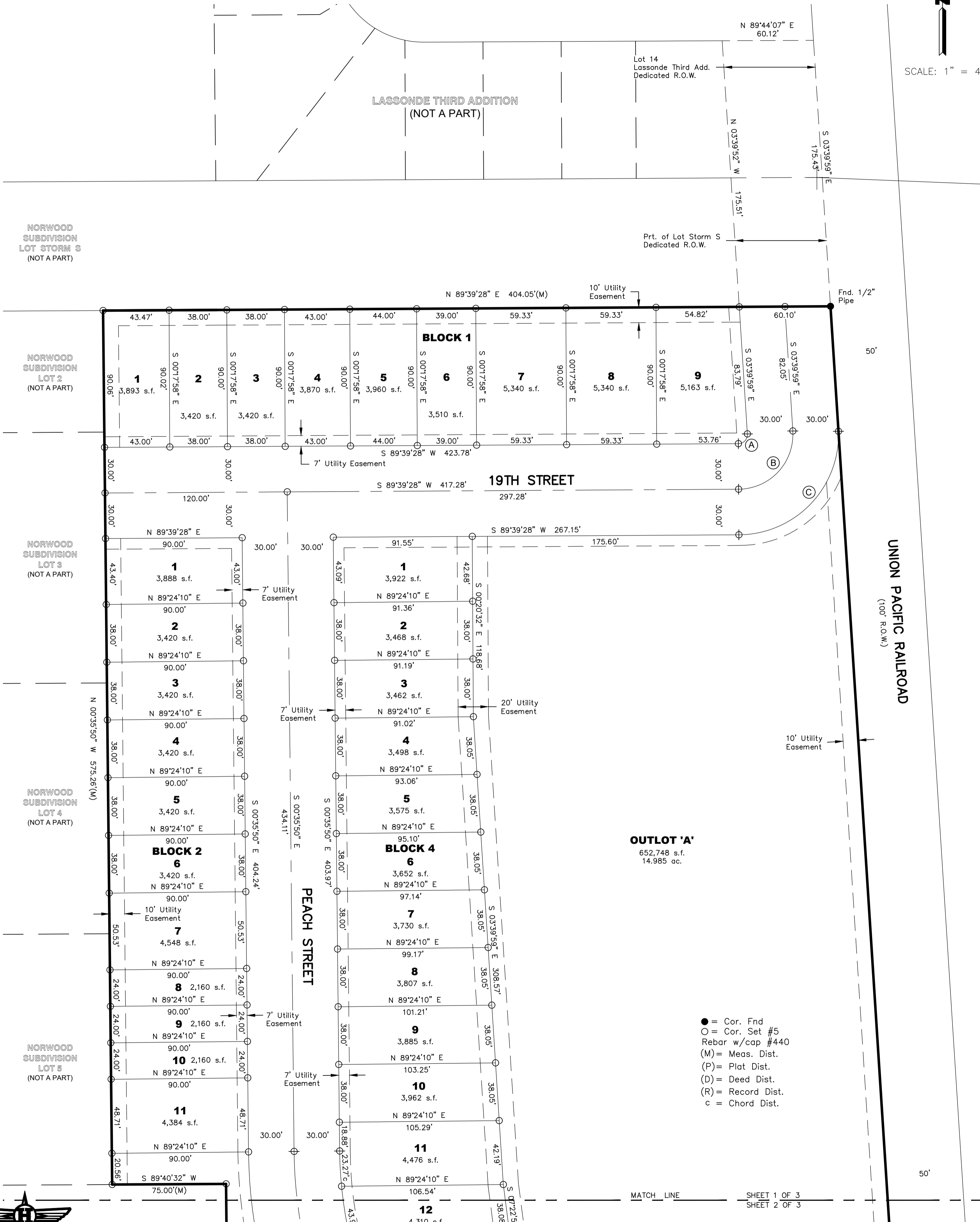
THE ORCHARD SUBDIVISION

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

FINAL PLAT



SCALE: 1" = 40'



- = Cor. Fnd
- = Cor. Set #5
- Rebar w/cap #440
- (M) = Meas. Dist.
- (P) = Plat Dist.
- (D) = Deed Dist.
- (R) = Record Dist.
- c = Chord Dist.



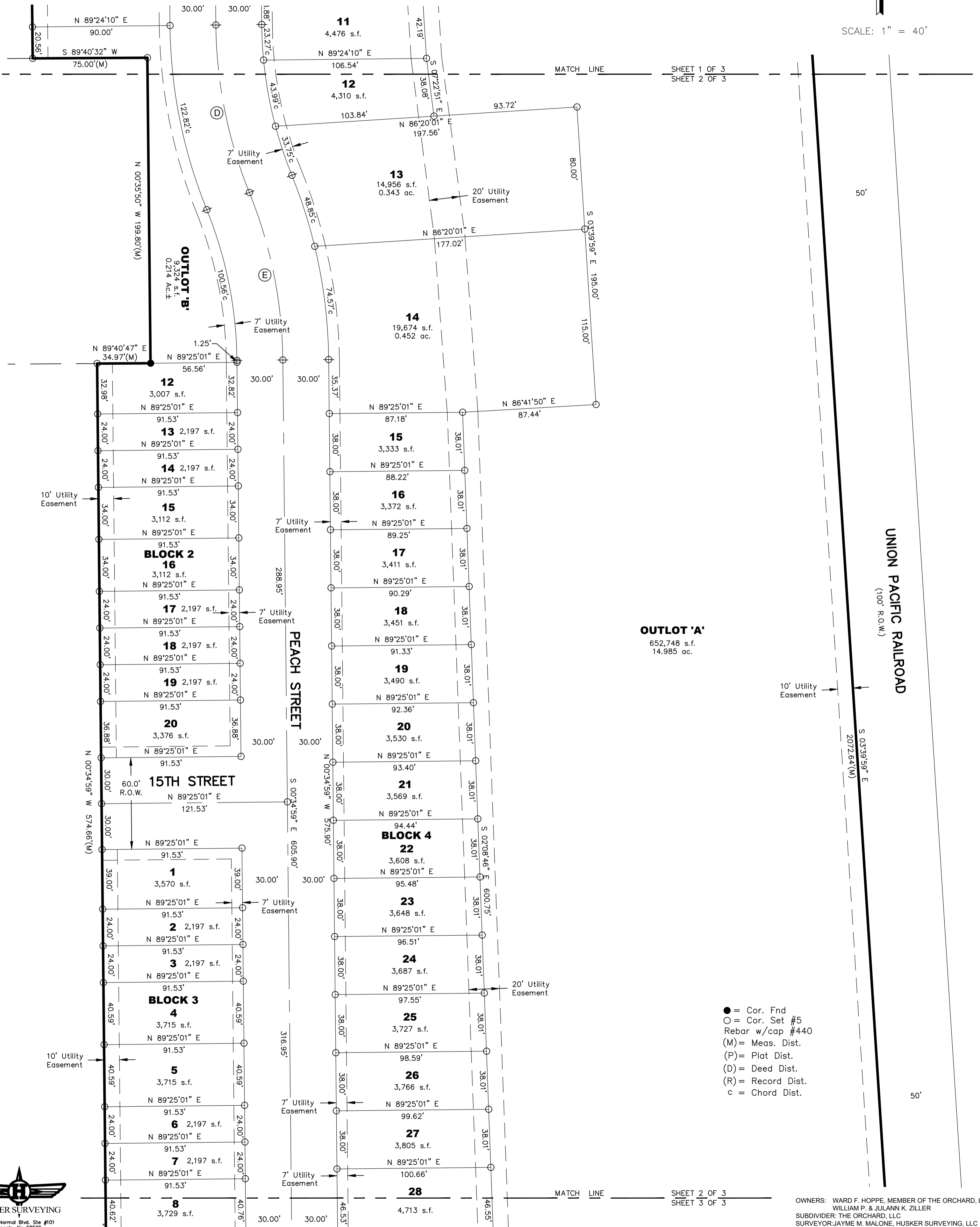
OWNERS: WARD F. HOPPE, MEMBER OF THE ORCHARD, LLC
 WILLIAM P. & JULANN K. ZILLER
 SUBDIVIDER: THE ORCHARD, LLC
 SURVEYOR: JAYME M. MALONE, HUSKER SURVEYING, LLC
 ENGINEER: DESIGN ASSOCIATES OF LINCOLN, INC.
 NUMBER OF LOTS: 65

THE ORCHARD SUBDIVISION

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
FINAL PLAT



SCALE: 1" = 40'



- = Cor. Fnd
- = Cor. Set #5
- Rebar w/cap #440
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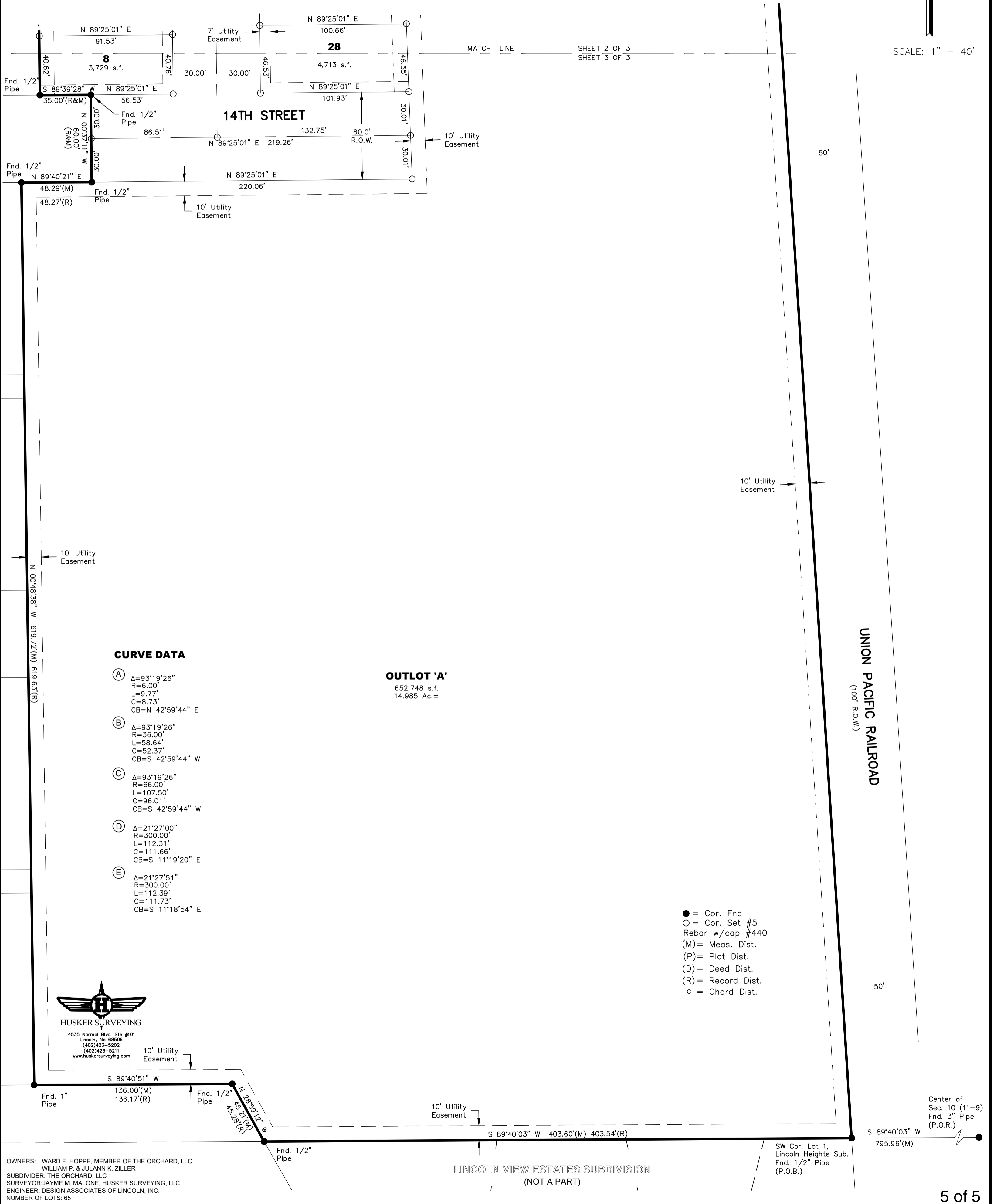
OWNERS: WARD F. HOPPE, MEMBER OF THE ORCHARD, LLC
WILLIAM P. & JULANN K. ZILLER
SUBDIVIDER: THE ORCHARD, LLC
SURVEYOR: JAYME M. MALONE, HUSKER SURVEYING, LLC
ENGINEER: DESIGN ASSOCIATES OF LINCOLN, INC.
NUMBER OF LOTS: 65

THE ORCHARD SUBDIVISION

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
FINAL PLAT



SCALE: 1" = 40'



CURVE DATA

- (A) Δ=93°19'26"
R=6.00'
L=9.77'
C=8.73'
CB=N 42°59'44" E
- (B) Δ=93°19'26"
R=36.00'
L=58.64'
C=52.37'
CB=S 42°59'44" W
- (C) Δ=93°19'26"
R=66.00'
L=107.50'
C=96.01'
CB=S 42°59'44" W
- (D) Δ=21°27'00"
R=300.00'
L=112.31'
C=111.66'
CB=S 11°19'20" E
- (E) Δ=21°27'51"
R=300.00'
L=112.39'
C=111.73'
CB=S 11°18'54" E

OUTLOT 'A'

652,748 s.f.
14.985 Ac.±

- = Cor. Fnd
- = Cor. Set #5
Rebar w/cap #440
- (M) = Meas. Dist.
- (P) = Plat Dist.
- (D) = Deed Dist.
- (R) = Record Dist.
- c = Chord Dist.



HUSKER SURVEYING
4535 Normal Blvd., Ste #101
Lincoln, Ne 68506
(402)423-5202
(402)423-5211
www.huskersurveying.com

OWNERS: WARD F. HOPPE, MEMBER OF THE ORCHARD, LLC
WILLIAM P. & JULIANN K. ZILLER
SUBDIVIDER: THE ORCHARD, LLC
SURVEYOR: JAYME M. MALONE, HUSKER SURVEYING, LLC
ENGINEER: DESIGN ASSOCIATES OF LINCOLN, INC.
NUMBER OF LOTS: 65

LINCOLN VIEW ESTATES SUBDIVISION
(NOT A PART)

SW Cor. Lot 1,
Lincoln Heights Sub.
Fnd. 1/2" Pipe
(P.O.B.)

Center of
Sec. 10 (11-9)
Fnd. 3" Pipe
(P.O.R.)

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

ORCHARD SUBDIVISION

(Lots 1 through 28)

In the City of Grand Island, Hall County Nebraska

WHEREAS THE ORCHARD, LLC; a Nebraska Limited Liability Company, WILLIAM P. ZILLER and JULIANN K. ZILLER, hereinafter called the Subdivider, whether one or more, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

LOT 1, LINCOLN HEIGHTS SUBDIVISION, PART OF LOT 8, NORWOOD SUBDIVISION, PART OF LOTS 2, 3, 4, AND 5, NORWOOD SUBDIVISION, PART OF THE EAST HALF OF THE NORTHWEST QUARTER LYING WESTERLY FROM THE UNION PACIFIC RAILROAD RIGHT-OF-WAY. ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 11 NORTH, RANGE 9 WEST, OF THE 6TH PRINCIPAL MERIDIAN, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

REFERRING TO THE CENTER OF SAID SECTION 10, A 3” IRON PIPE FOUND FOR CORNER; THENCE WESTERLY ON

AN ASSUMED BEARING OF SOUTH 89°40'03" WEST, ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 10, 795.96 FEET, TO THE SOUTHEAST CORNER OF LOT 1, LINCOLN HEIGHTS SUBDIVISION, ALSO BEING THE TRUE POINT OF BEGINNING; THENCE FOLLOWING THE SOUTHERLY LINE OF LINCOLN HEIGHTS SUBDIVISION ON THE FOLLOWING BEARINGS AND DISTANCES: SOUTH 89°40'03" WEST, 403.60 FEET; THENCE NORTH 28°59'12" WEST, 45.21 FEET, THENCE SOUTH 89°40'51" WEST, 136.00 FEET, TO THE SOUTHWEST CORNER OF LOT 1, LINCOLN HEIGHTS SUBDIVISION; THENCE FOLLOWING THE WESTERLY LINE OF LINCOLN HEIGHTS SUBDIVISION ON THE FOLLOWING BEARINGS AND DISTANCES: NORTH 00°48'38" WEST, 619.72 FEET; THENCE NORTH 89°40'21" EAST, 48.29 FEET; THENCE NORTH 00°37'11" WEST, 59.97 FEET; THENCE SOUTH 89°42'12" WEST, 35.00 FEET; THENCE NORTHERLY NORTH 00°34'59" WEST, 574.66 FEET; THENCE NORTH 89°40'45" EAST, 35.04 FEET; THENCE NORTH 00°37'01" WEST, 199.80 FEET; THENCE SOUTH 89°40'32" WEST, 75.00 FEET, THENCE NORTH 00°35'50" WEST, 575.26 FEET; THENCE NORTH 89°39'52" EAST, 479.05 FEET, TO A POINT OF INTERSECTION ON THE WESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 03°39'59" EAST, ON THE WESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, 2072.64 FEET, TO THE TRUE POINT OF BEGINNING.

CONTAINING A TOTAL CALCULATED AREA OF 1,039,394 SQUARE FEET, OR 23.861 ACRES, MORE OR LESS;

desires to have subdivided as a subdivision the foregoing tract of land located within the corporate limits of the City of Grand Island, Nebraska, and hereby submits to the City Council of such City for acceptance as provided by law an accurate map and plat of such proposed subdivision, to be known as ORCHARD SUBDIVISION, designating explicitly the land to be laid out and particularly describing the lots, easements, and streets belonging to such subdivision, with the lots designated by number, easements by dimensions, and streets by name, and proposes to cause the plat of such subdivision when finally approved by the Regional Planning

Commission and the City Council to be acknowledged by such owner, certified as to accuracy of survey by a registered land surveyor, and to contain a dedication of the easements to the use and benefit of public utilities, and of the street to the use of the public forever. In consideration of the acceptance of the plat of said ORCHARD SUBDIVISION, the Subdivider hereby consents and agrees with the City of Grand Island, Nebraska, that it will install or provide at its expense the following improvements:

1. **Paving.** The Subdivider agrees to pave 14th Street, 15th Street, 19th Street, and Peach Street, in accordance with plans and specifications approved by the City's Director of Public Works, and subject to the City's inspection. If the Subdivider fails to pave 14th Street, 15th Street, 19th Street, and Peach Street, the City may create a paving district to perform such work.

2. **Water.** Public water is available to the subdivision and the Subdivider agrees to extend, connect and provide water service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

3. **Sanitary Sewer.** Public sanitary sewer is available to the subdivision and the Subdivider agrees to extend, connect and provide sanitary sewer service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

4. **Storm Drainage.** The Subdivider agrees to grade all lots in the subdivision in conjunction with the development proposed thereon so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a

drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

5. **Sidewalks.** The Subdivider shall install and maintain all public sidewalks required by the City of Grand Island when the lots are built upon, and such sidewalk shall be regulated and required with the building permit for each such lot. Sidewalks along Outlot B shall be installed with Peach Street.

The Subdivider must select curb or conventional sidewalk for each street unless the requirement has been waived by Council.

Street Name	Curb sidewalk	Conventional Sidewalk	Sidewalk Requirement Waived by Council
14 th Street		X	NO
15 th Street		X	NO
19 th Street		X	NO
Peach Street		X	No

6. **Outlots:** Outlot A may be sold but may not be further developed without platting in accordance with an approved preliminary plat. Outlot B may be paved for additional off street parking for the proposed daycare/community building on Block Four (4) Lots Thirteen (13) and/or Fourteen (14) of the subdivision according to plans approved by the Grand Island Building and Public Works Departments.

7. **Daycare/Community Building** The proposed Daycare/Community Building on Block Four (4) Lots Thirteen (13) and/or Fourteen (14) is subject to a conditional use permit that the Subdivider agrees to apply for and receive not more than 18 months prior to beginning construction.

8. **Driveways:** Driveways along the 32 foot sections of Peach Street Block 2 lots One(1) through Twenty (20) excluding Outlot B and Block Four (4) Lots One (1) through Twelve (12) and Lots Fifteen (15) through (28) shall be limited to the locations shown on the attached driveway exhibit.

8. **Easements.** Any easements shall be kept free of obstructions and the Subdivider shall indemnify the City for any removal or repair costs caused by any obstructions. In addition, the duty to maintain the surface of any easements to keep them clear of any worthless vegetation or nuisance shall run with the land.

9. **Engineering Data.** All final engineering plans and specifications for public improvements shall bear the signature and seal of a professional engineer registered in the State of Nebraska and shall be furnished by the Subdivider to the Department of Public Works for approval prior to contracting for construction of any improvements. Inspections of improvements under construction shall be performed under the supervision of a professional engineer registered in the State of Nebraska, and upon completion shall be subject to inspection and approval by the Department of Public Works prior to acceptance by the City of Grand Island. An "as built" set of plans and specifications including required test results bearing the seal and signature of a professional engineer registered in the State of Nebraska shall be filed with the Director of Public Works by the Subdivider prior to acceptance of these improvements by the City.

10. **Warranty.** The undersigned owner, as Subdivider, warrants that it is the owner in fee simple of the land described and proposed to be known as ORCHARD SUBDIVISION, and that an abstract of title or title insurance commitment will be submitted for examination, if necessary, upon request of the City of Grand Island.

11. **Successors and Assigns.** This agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, heirs, devisees, and legatees. Where the term "Subdivider" is used in this agreement, the subsequent owners of any lots in the subdivision shall be responsible to perform any of the conditions of this agreement if the Subdivider has not performed such conditions.

Dated _____, 2019.

THE ORCHARD, LLC, A NEBRASKA
LIMITED LIABILITY COMPANY,
Subdivider

By: _____
Ward F. Hoppe, Member

By: _____
William P. Ziller, Subdivider

By: _____
Juliann K. Ziller, Subdivider

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ward F. Hoppe, Member of The Orchard, LLC, a Nebraska Limited Liability Company, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of The Orchard, LLC.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

STATE OF NEBRASKA)

COUNTY OF HALL) ss
)

On _____, 2019, before me, the undersigned, a Notary Public in and for said County and State, personally appeared William P. Ziller and Juliann K. Ziller, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of William P. Ziller and Juliann K. Ziller.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____

RaNae Edwards, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2019, before me, the undersigned,, a Notary Public in and for said County and State, personally came Roger G. Steele, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Subdivision Agreement and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution 2019-____, and that the City's corporate seal was thereto affixed by proper authority.

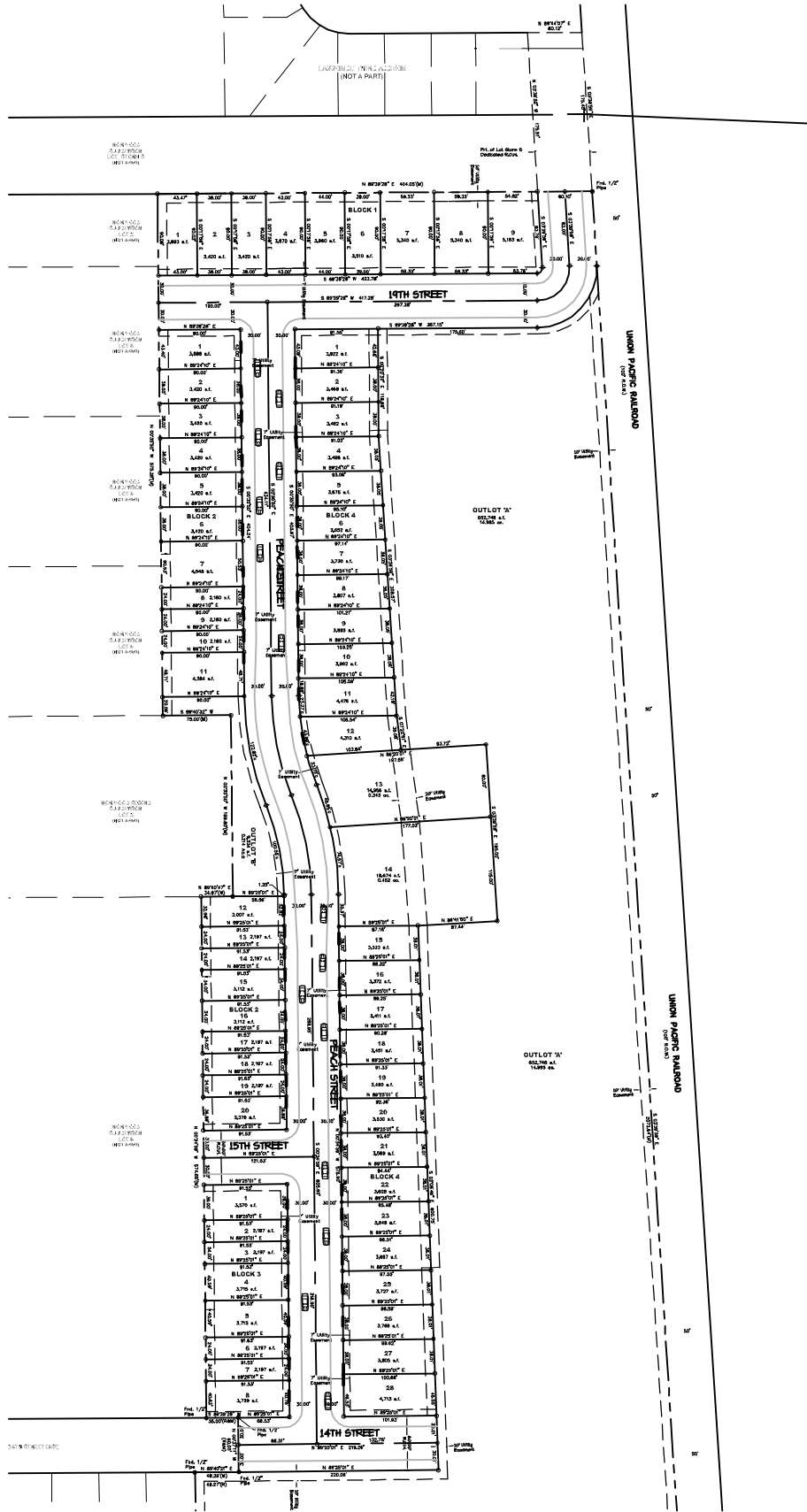
WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

THE ORCHARD SUBDIVISION

CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



OVERALL SITE PLAN

NO SCALE

RESOLUTION 2019-153

WHEREAS Known all men by these presents, that Ward F. Hoppe, Member of the Orchard, LLC, William P. and Julann K. Ziller, Husband and Wife, and Roger Steele, City of Grand Island Mayor, , being the owners of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as “THE ORCHARD SUBDIVISION”, a subdivision being part of a tract of land consisting of all of Lot 1, Lincoln Heights Subdivision, part of lots 2,3,4,5 and 8 of Norwood Subdivision and part of the east half of the Northwest Quarter of (E ½ NW ¼) of Section Ten (10), Township Eleven (11) North, Range Nine (9), West of the 6th P.M. all in Grand Island, Hall County, Nebraska. County, Nebraska and being more particularly described as follows:

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 THE ORCHARD 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, May 14, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 10, 2019	☐ City Attorney



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item G-6

**#2019-154 - Approving Final Plat and Subdivision Agreement for
Crossroads Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission
Meeting: May 7, 2019
Subject: Crossroads Subdivision – Final Plat
Presenter(s): Chad Nabity, AICP, Regional Planning Director

Background

This property is located south of 10th Street, west of White Avenue, directly north of 9th Street and Boggs Avenue intersection in Grand Island, Nebraska. (2 lots, 0.992 acres). This property is proposed for zoning as RO-Residential Office Zone. A replat of parts of Block 5 of Golden Age Subdivision in the City of Grand Island, Hall County, Nebraska.

Discussion

The final plat for Crossroads Subdivision was considered by the Regional Planning Commission at the May 1, 2019 meeting.

A motion was made by Rainforth and second by Allan to approve the final plat as presented.

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

Alternatives

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

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

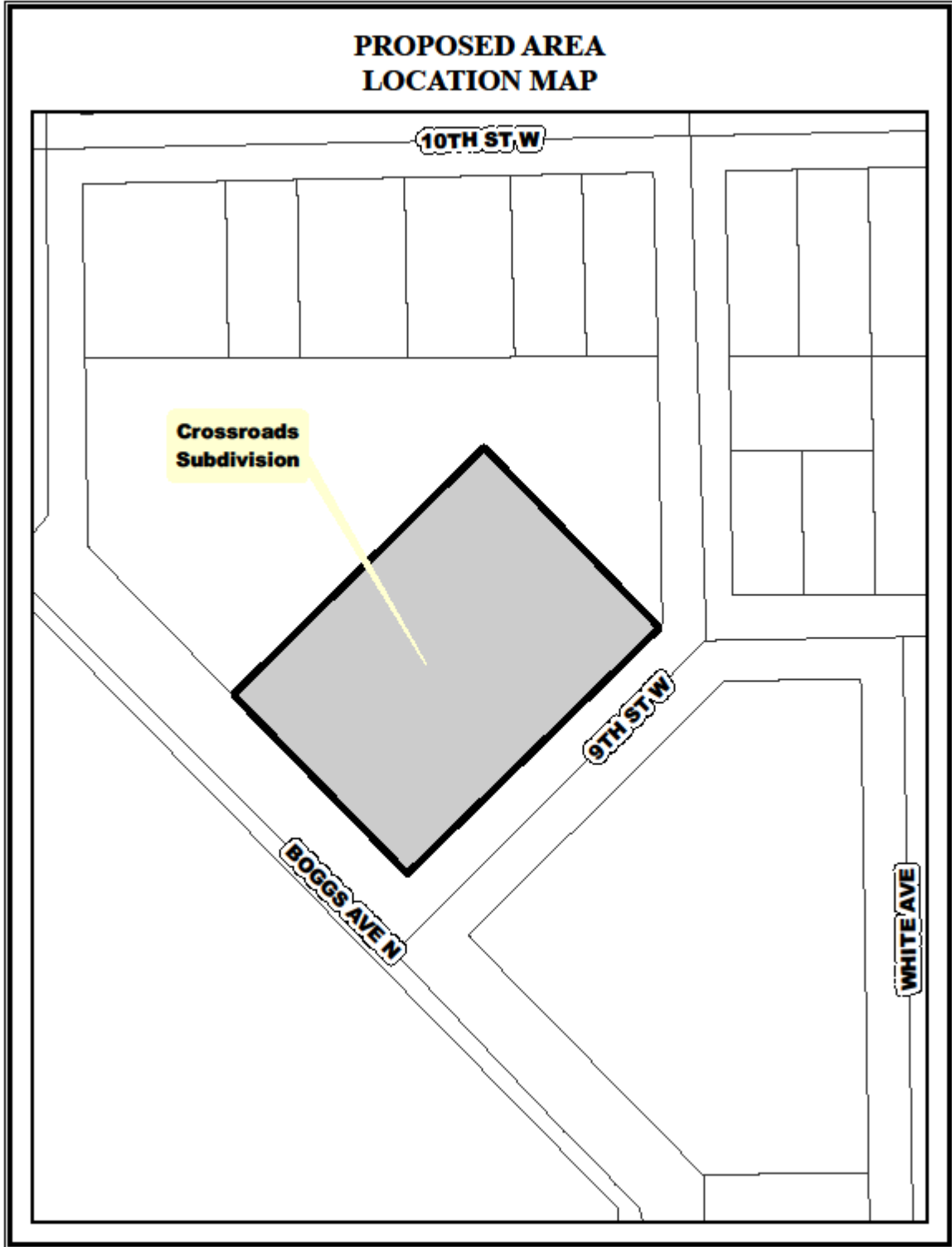
Recommendation

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

Sample Motion

Move to approve as recommended.

**PROPOSED AREA
LOCATION MAP**



Developer/Owner

Grand Island Entrepreneurial Venture L.L.C., a Nebraska Limited Liability Company
Raymond O'Connor
611 Fleetwood Rd
Grand Island, NE 68803

This property is located east of Boggs Avenue and north of 9th Street in Grand Island, Nebraska. (2 lots, 0.992 acres).

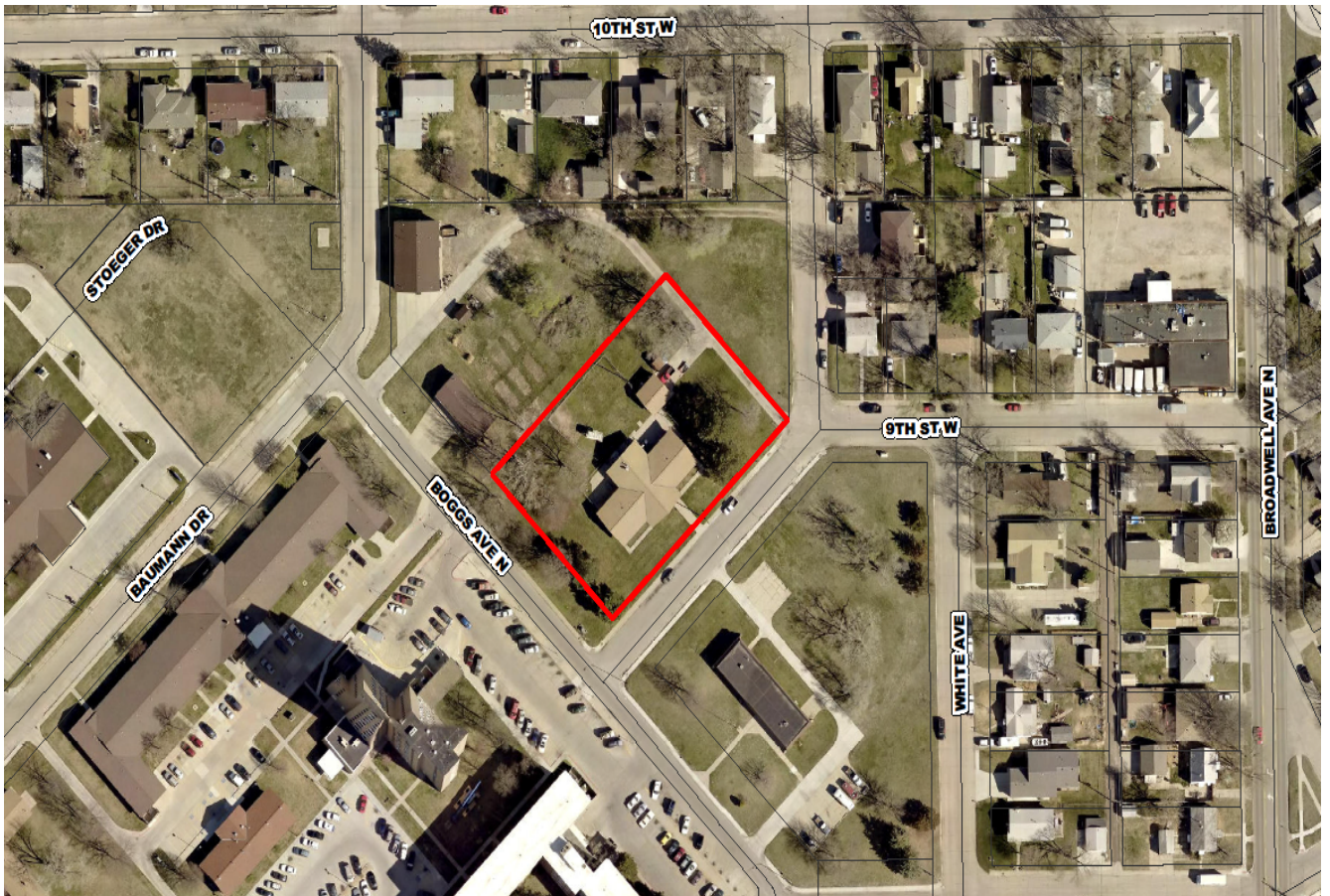
Size: 0.992 Acres 2 Lots

Zoning: RO- Residential Office Zone

Road Access: Existing City Streets.

Water Public: City water is available and will be extended to all lots.

Sewer Public: City sewer is available and will be extended to all lots.



Hall County Regional Planning Commission
SUBDIVISION APPLICATION

This application must be submitted a minimum of 20 calendar days prior to a planning commission meeting to be considered at that meeting.
Planning Commission meetings are typically held on the first Wednesday of the month.


Owners Information

Name RAYMOND O'DONNOR
Address 611 FLEETWOOD RD.
City GRAND ISLAND, State NE Zip 68803-3114
Phone 308-381-2497 (OFF. CC)

Attach additional information as necessary for all parties listed as an owner on the plat and any other party such as: partners, Deed of Trust holders, etc...

All owners, lien holder's etc... will be required to sign the dedication certificate on the final plat.

As the applicant for this subdivision I do hereby certify that I have provided complete information regarding the ownership of the property included in this application:

By: 
(Applicant)

Surveyor/Engineers Information

Surveyor/Engineering Firm Initial Point Surveying LLC
Address 410 S. Webb Rd. Suite 4B
City Grand Island, State NE Zip 68803
Phone 308-675-4141
Surveyor/Engineer Name Brent D. Cyboron License Number 727

SUBDIVISION NAME: CROSSROADS SUBDIVISION

Please check the appropriate location

- Grand Island City Limits
- 2 Mile Grand Island Jurisdiction
- Hall County
- City of Wood River or 1 Mile Jurisdiction
- Alda or 1 Mile Jurisdiction
- Cairo or 1 Mile Jurisdiction
- Doniphan or 1 Mile Jurisdiction

Please check the appropriate Plat

- Preliminary Plat
- Final Plat
- Administrative Plat (Grand Island, Alda, Doniphan, and Cairo)

Number of Lots 2

Number of Acres 0.992 Acres

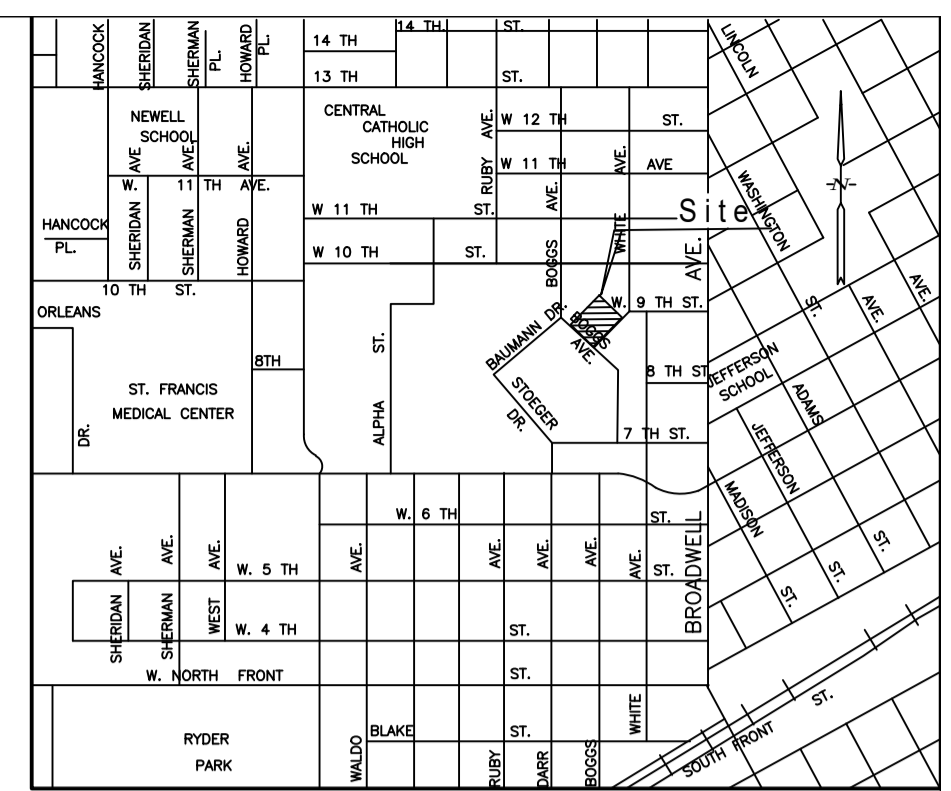
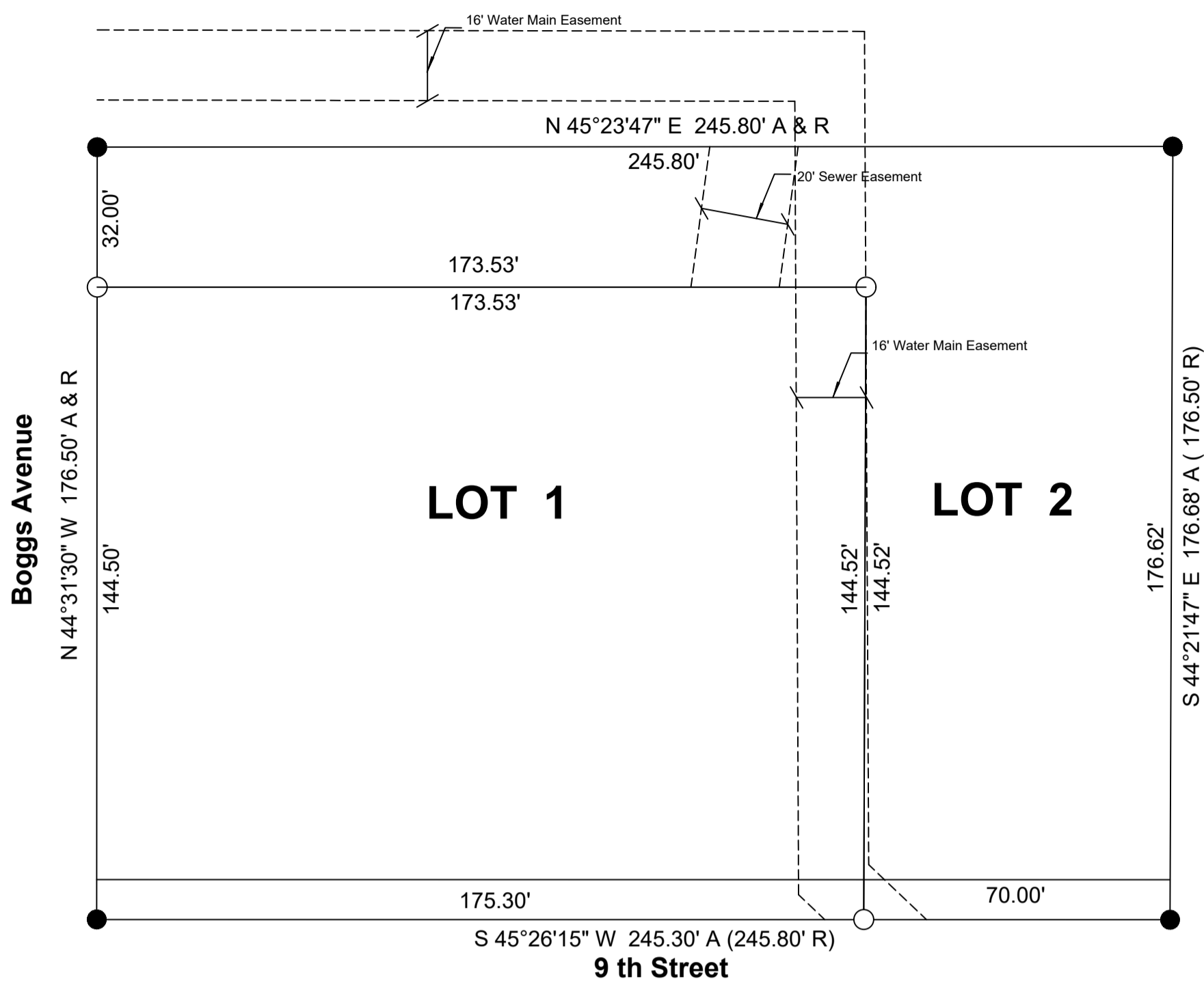
Checklist of things Planning Commission Needs

- 10 + 15 copies if in City limits or the two mile jurisdiction of Grand Island
- 5 + 15 copies if in Hall County, City of Wood River, Village of Cairo, Doniphan or Alda.
- 5 copies if Administrative Plat
- Closure Sheet
- Utilities Sheet
- Receipt for Subdivision Application Fees in the amount of \$ _____

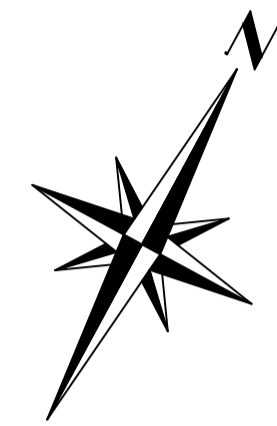
Providing false information on this application will result in nullification of the application and forfeiture of all related fees. If you have any questions regarding this form or subdivision regulations administered by the Hall County Regional Planning Department call (308) 384-3341.

Crossroads Subdivision

Grand Island, Nebraska



Vicinity Map



Scale 1" = 30'

LEGEND

- - Corner Found Unless Otherwise Noted
- - 5/8 Rebar Placed W/Survey Cap Unless Otherwise Noted
- ⊙ - Temporary Point
- A - Actual Distance
- R - Recorded Distance
- P - Prorated Distance

LEGAL DESCRIPTION

A tract of land comprising a portion of Block Five (5), Golden Age Subdivision, an Addition to the City of Grand Island, Hall County, Nebraska, Except for the following: Beginning at the northeast corner of said Block Five (5), a distance of Four Hundred (400.00) feet to the northwest corner of said Block Five (5); thence running south along the east line of Boggs Avenue a distance of One Hundred Thirty and Seven Tenths (130.70) feet; thence running southeasterly along the northeasterly line of Boggs Avenue a distance of One Hundred Forty Four and Five Tenths (144.50) feet; thence deflecting left 90°02'30" and running northeasterly, parallel with the northwesterly line of 9th Street a distance of Two Hundred Forty Five and Eight Tenths (245.80) feet; thence deflecting right 90°02'30" and running southeasterly a distance of One Hundred Seventy Six and Five Tenths (176.50) feet to a point on the northwesterly line of 9th Street; thence running northeasterly along the northwesterly line of 9th Street a Distance of Three and Fifty Seven Hundredths (3.57) feet to a point on the west line of White Avenue; thence running north along the west line of White a distance of One Hundred Eighty Five and Thirty Six Hundredths (185.36) feet to the point of beginning.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Grand Island Entrepreneurial Venture L.L.C., a Nebraska Limited Liability Company and LBJM, L.L.C., a Nebraska Limited Liability Company, being the owner of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as CROSSROADS SUBDIVISION' in the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the easements, if any, as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owner and proprietor.

IN WITNESS WHEREOF, I have affixed my signature hereto, at Grand Island, Nebraska, this ___ day of _____, 2019.

Raymond J. O'Connor - Member
Grand Island Entrepreneurial Venture L.L.C.

Brian McMahon - Member
LBJM, L.L.C.

SURVEYORS CERTIFICATE

I hereby certify that on December 20, 2018, I completed an accurate survey of 'CROSSROADS SUBDIVISION', in Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof are well and accurately staked off and marked; that iron markers were placed at all lot corners; that the dimensions of each lot are as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

Brent D Cyboron
Nebraska Professional Registered Land Surveyor No. 727

ACKNOWLEDGEMENT

State of Nebraska
County of Hall

On the ___ day of _____, 2019, before me _____ a Notary Public within and for said County, personally appeared Raymond J. O'Connor Member, Grand Island Entrepreneurial Venture, L.L.C., a Nebraska Limited Liability Company, and to me personally known to be the identical person whose signature is affixed hereto, and that he did acknowledge the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Company, and that he was empowered to make the above dedication for and in behalf of said Company.

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

My commission expires _____ .20__

Notary Public

ACKNOWLEDGEMENT

State of Nebraska
County of Hall

On the ___ day of _____, 2019, before me _____ a Notary Public within and for said County, personally appeared Brian McMahon Member, LBJM, L.L.C., a Nebraska Limited Liability Company, and to me personally known to be the identical person whose signature is affixed hereto, and that he did acknowledge the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Company, and that he was empowered to make the above dedication for and in behalf of said Company.

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

My commission expires _____ .20__

Notary Public

APPROVALS

Submitted to and approved by the Regional Planning Commission of Hall County, Grand Island and Wood River, and The Villages of Alda, Cairo, and Doniphan, Nebraska

Chairman _____ Date _____
Approved and accepted by the City of Grand Island, Hall County, Nebraska this _____
Day of _____, 2019

Mayor _____ City Clerk _____

INITIAL POINT SURVEYING LLC
410 S. Webb Rd.; Suite 4B
Grand Island, NE 68803
308-383-6754 Cell
308-675-4141 Office

CLIENT: Crossroads
ADDRESS: 1910 West 9th Street
Grand Island, Nebraska
68803

LOCATION: 1910 West 9th Street

CROSSROADS SUBDIVISION

SCALE AT 1" = 30'	DATE: 4-1-19	DRAWN: Brent C.	PAGE: 1 OF 1
PROJECT NO: 19-000	DRAWING NO: 19-000	REVISION: 4-9-19	4-12-19

RESOLUTION 2019-154

WHEREAS Known all men by these presents, that Grand Island Entrepreneurial Venture L.L.C., a Nebraska Limited Liability Company, being the owner of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as “CROSSROADS SUBDIVISION”, a subdivision being of a tract of land comprising part of Block Five (5), Golden Age Subdivision, an addition to 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 CROSSROADS 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, May 14, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 10, 2019	☐ City Attorney



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item G-7

#2019-155 - Approving Acquisition of Utility Easement - 228 Lake Street - R2S2, LLC

This item relates to the aforementioned Public Hearing item E-8.

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2019-155

WHEREAS, a public utility easement is required by the City of Grand Island from R2S2, L.L.C., 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 May 14, 2019, for the purpose of discussing the proposed acquisition of a ten (10.0) foot wide utility easement located through a part of Lot One (1), King's Crossing Subdivision, in the City of Grand Island, Hall County, Nebraska; and more particularly described as follows:

Commencing at the Southeast corner of Lot One (1), thence running along the southerly line of said Lot One (1), on an assumed bearing of S89°57'59"W, a distance of sixty-sixty and nine hundredths (66.09) feet to the ACTUAL Point of Beginning; thence continuing S89°57'59"W along the southerly line of said Lot One (1), a distance of twenty (20.0) feet; thence N00°02'01"W, a distance of ten (10.0) feet; thence N89°57'59"E, a distance of twenty (20.0) feet; thence S00°02'01"E, a distance of ten (10.0) feet to the said Point of Beginning.

The above-described easement and right-of-way containing a total of 200 square feet more or less as shown on the plat dated 4/1/2019, 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 a public utility easement from R2S2, L.L.C. on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2019.

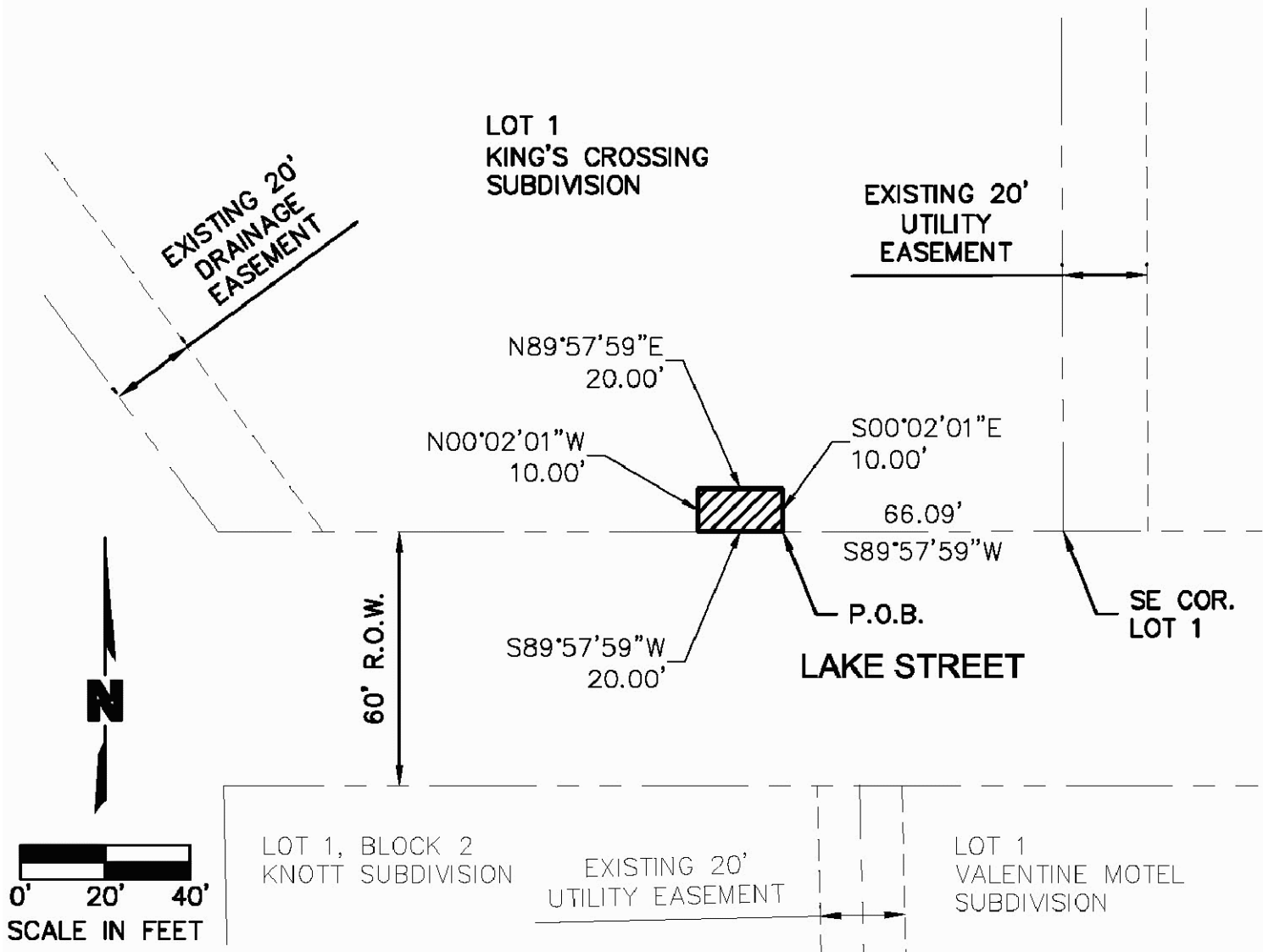
Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 10, 2019	☐ City Attorney

PERMANENT UTILITY EASEMENT
 CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
 LOT 1, KING'S CROSSING SUBDIVISION



LEGEND

 INDICATES 10' x 20' WIDE UTILITY EASEMENT

 CITY OF GRAND ISLAND UTILITIES DEPARTMENT	
<h1>EXHIBIT "A"</h1>	
DRN BY: K.J.M.	SCALE: 1"= 40'
DATE: 4/11/2019	FILE: KING'S XING



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item G-8

**#2019-156 - Approving Burdick Generation Station Demolition
Engineering Services**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: May 14, 2019

Subject: Burdick Station Demolition - Engineering Services

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

Background

The Burdick Generating Station consists of three steam units, three gas turbines and the City water control system operations. In 2016, Steam Units #1 and #2 were removed and are no longer a part of the Grand Island utility generation. In 2017, Steam Unit #3 was decommissioned. The large structure that housed the units is expensive to maintain and contains hazardous materials.

Utility staff has recommended retaining an engineering firm to help develop a demolition plan for the existing structure, and future black start generation development plan for the Burdick Generating Station.

Discussion

The request for proposal for engineering services for the Burdick Station Demolition was publically advertised in accordance with the City Purchasing Code. Proposals from the following firms were received from the following consultants:

Kiewit Lenexa, KS
Black & Veatch, Overland Park, KS
Burns & McDonnell, Bloomington, MN
KLJ Englewood, CO

Using a matrix of the Utility Department's established evaluation criteria, which included pricing and commercial terms, fees, company and personnel experience, contract forms, and proposal responsiveness, these proposals were reviewed by department management staff. A tabulation of the evaluation factors indicated a consensus for Black & Veatch. This firm's proposal was ranked the highest by each evaluator. A copy of the evaluation tabulation is attached.

Alternatives

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

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

Recommendation

City Administration recommends that the Council award the Proposal for Burdick Station Demolition - Engineering Services to Black & Veatch of Overland Park, Kansas as the best evaluated proposal, with a proposal price not to exceed \$698,985.00.

Sample Motion

Move to approve the proposal from Black & Veatch of Overland Park, Kansas, for the Burdick Station Decommissioning - Engineering Services for a price not to exceed \$698,985.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR PROPOSALS
FOR
BURDICK GENERATING STATION DEMOLITION -
ENGINEERING SERVICES**

RFP DUE DATE: April 25, 2019 at 4:00 p.m.
DEPARTMENT: Utilities
PUBLICATION DATE: April 6, 2019
NO. POTENTIAL BIDDERS: 4

PROPOSALS RECEIVED

KLJ Engineering
Englewood, CO

Burns & McDonnell
Bloomington, MN

Black & Veatch Corporation
Overland Park, KS

Kiewit
Lenexa, KS

cc: Tim Luchsinger, Utilities Director
Patrick Brown, Finance Director
Lynn Mayhew, Assist. Utilities Director

Pat Gericke, Utilities Admin. Assist.
Stacy Nonhof, Purchasing Agent

P2125

RESOLUTION 2019-156

WHEREAS, the City of Grand Island invited proposals for Burdick Generating Station Demolition Engineering Services, according to plans and specifications on file with the Utilities Department; and

WHEREAS, proposals were received by April 25, 2019, at 4:00 p.m. and were opened and reviewed; and

WHEREAS, Black & Veatch of Overland Park, Kansas, submitted a proposal in accordance with the terms of the advertisement of the proposal and plans and specifications and all other statutory requirements contained therein, such proposal being a not to exceed amount of \$698,985.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal from Black & Veatch of Overland Park, Kansas, in an amount not to exceed \$698,985.00, for Burdick Generating Station Demolition Engineering Services, is hereby approved as the lowest responsible proposal.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
May 10, 2019	☒ City Attorney



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item G-9

#2019-157 - Approving the Coal Supplier for Platte Generating Station for 2020 - 2022

Staff Contact: Tim Luchsinger, Jerry Janulewicz

Council Agenda Memo

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

Meeting Date: May 14, 2019

Subject: 2020 - 2022 Coal Purchase

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

Background

On June 12, 2012, per Resolution 2012-143, the City of Grand Island entered into an Agreement with Western Fuels Association for soliciting the purchase of coal for the Platte Generating Station. This agreement provides for Western Fuels to obtain pricing of coal for the Platte Generating Station as part of their larger coal solicitations for their members. Western Fuels recently went out for bids that included the purchase of all coal requirements for Platte Generating Station that is needed for 2020 through 2022.

Bids were evaluated on heat content of the bid coal, total delivered price including freight cost, and value of the sulfur and mineral content of the bid coal:

Heat Content – the heat content of Powder River Basin Coals can vary as much as 15%.

Freight Costs – are included in the evaluation to determine a total delivered cost at Platte Generating Station.

Sulfur Content – in order to operate a coal fired power plant, environmental regulations require a plant to hold “Emissions Allowances” for regulated sulfur emissions. The allowances are regularly bought and sold by utilities as economic conditions warrant. EPA administers the markets. The price of controlling sulfur dioxides in the burning of coal is a factor in the evaluation.

Mercury Content – to meet the Mercury Air Toxic emissions regulations, Platte Generating Station uses powder activated carbon to remove mercury from the flue gas. The cost to control mercury in the burning of coal is a factor in the evaluation.

Minerals – Coal contains trace minerals that effect the ash properties when burning coal. Some minerals require more cleaning of the boiler increasing

maintenance cost. The cost of maintenance in the burning of coal is a factor in the evaluation.

Discussion

Western Fuels has provided the separately attached confidential analysis of the bids received. The Utilities Department concurs with the Western Fuels Association recommendation that the 2020-2022 Coal Supply Contract be awarded to the low compliant bidder, Cloud Peak Energy's Cordero Rojo Mine.

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 Coal Supply Contract for 2020 - 2022 with Cloud Peak Energy's Cordero Rojo Mine.

Sample Motion

Move to approve the Coal Supply Contract for 2020 - 2022 with Cloud Peak Energy's Cordero Rojo Mine.

RESOLUTION 2019-157

WHEREAS, the City Electric Department through Western Fuels Association, invited bids for coal for the 2020 - 2022 Coal Supply for the Utilities Department, according to the contract specifications; and

WHEREAS, it was stipulated that bid prices and/or final award prices would not be publicly disclosed; and

WHEREAS, Western Fuels Association reviewed and evaluated the bids for compliance with the specifications and for delivered cost; and

WHEREAS, Cloud Peak Energy from the Cordero Rojo Mine, submitted bids in accordance with the terms of the advertisement of bids and the contract specifications and all other statutory requirements contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid Cloud Peak Energy, for the 2020 - 2022 Coal Supply for the Platte Generating Station from the Cordero Rojo Mine, is approved as the lowest responsive bid submitted.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 10, 2019	☐ City Attorney



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item G-10

#2019-158 - Approving Change Order #1 with Meylan Enterprises, Inc. for Precipitator, Bottom Ash and Boiler Industrial Cleaning at Platte Generation Station - Spring 2019 Outage

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: May 14, 2019

Subject: Change Order #1 - Precipitator, Bottom Ash and Boiler
Industrial Cleaning at Platte Generating Station – Spring
2019 Outage

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

Background

The electrostatic precipitator at the Platte Generating Station is the air quality control equipment used to remove coal ash particulates from the plant's boiler flue gas stream. Proper performance of this equipment is required as part of the plant's operating permit. Due to volume and characteristics of the coal ash, the precipitator must be grit blasted twice a year to remove ash build-up to allow the plant to remain below permitted emission levels. In addition to maintaining performance, removal of the ash deposits also allows an inspection of the precipitator internal surfaces and components.

During this outage, the contractor also performed vacuum services and high pressure water blast cleaning services throughout the station. This work is done on a time and material basis, with the original bidding based on an estimate of the hours required to complete the work. Variations in the time required to accomplish the actual work performed at the time of the outage requires final adjustments based on the T&M rates provided at the time of bidding.

The specifications were issued for bid and the contract was awarded by Council to the low responsive bidder, Meylan Enterprises, Inc., of Omaha, Nebraska for \$156,178.27 on January 22, 2019 per Resolution 2019-31.

Discussion

Additional work beyond the base bid scope was required to remove spilt coal from railroad tracks, greater than normal volumes of fly ash from the precipitator and excessive build-up of lime in the Spray Dry Absorber, resulting in an increase in the cost of the overall contract.

Meylan Enterprises, Inc., performed the additional work, which was not part of the original scope, at an additional cost of \$18,653.00 plus the change in taxes for a total increased contract cost of \$20,291.50.

Meylan Enterprises, Inc., had all of the manpower and equipment on site to perform the additional work. This additional cost was based on unit pricing for services included in the original bid documents in the event of the addition or deletion of work scope by the contractor. It included vacuum services, hydro-blasting services and use of specialty three-dimensional cleaning nozzles used specifically for cleaning the SDA vessel.

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 authorizing Change Order #1 with Meylan Enterprises, Inc., of Omaha, Nebraska, for the Precipitator, Bottom Ash and Boiler Industrial Cleaning at Platte Generating Station for an addition to the contract price of \$20,291.50.

Sample Motion

Move to approve Change Order #1 from Meylan Enterprises, Inc., in the amount of \$20,291.50, for the Precipitator, Bottom Ash and Boiler Industrial Cleaning at Platte Generating Station.

Change Order #1

TO: Meylan Enterprises, Inc.
6225 S. 60th Street
Omaha, NE 68117
402-895-5219

PROJECT: Vacuum Services (T&M) - Overage to remove coal from railroad tracks increased fly ash and excessive lime build-up.

You are hereby directed to make the following change in your contract:

- 1 Additional payment per the attached spreadsheet.

ADD: \$20,291.50

The original Contract Sum	<u> \$156,178.27 </u>
Previous Change Order Amounts	<u> \$ - </u>
The Contract Sum is increased by this Change Order	<u> \$ 20,291.50 </u>
The Contract Sum is decreased by this Change Order	<u> \$ </u>
The total modified Contract Sum to date	<u> \$ 176,469.77 </u>

Approval and acceptance of this Change Order acknowledges understanding and agreement that the cost and time adjustments included represent the complete values arising out of and/or incidental to the work described therein.

APPROVED: CITY OF GRAND ISLAND

By: _____ Date _____

Attest: _____
Approved as to Form, City Attorney

ACCEPTED: Meylan Enterprises, Inc.

By: *Jori Reutz* Date 5-3-19
V.P. of Contracts

Precipitator, Bottom Ash and Boiler Industrial Cleaning at PGS-Spring 2019 Outage

Comments: This additional work was identified after the PGS fall outage began.

Contract: Spring 2019 Outage

\$156,178.27

<u>Change Order Request</u>	<u>Description</u>	<u>Amount</u>
001	Vacuum Services (T&M) - Overage to remove coal from railroad tracks	\$18,653.00
002	increased fly ash and excessive lime build-up.	
003		
004		
005		
006		
007	Increase in Taxes from original contract from 7.0% to 7.5%	\$1,638.50
008		
009		
010		
011		
012		
013		
014		
015	Total (final) w/out tax	\$20,291.50
017		
018		
019		
020		
021		
023		
024		
028		
029		
030		
	Total	\$20,291.50

RESOLUTION 2019-158

WHEREAS, at the January 22, 2019 Council meeting, Council awarded the contract for Precipitator, Bottom Ash and Boiler Industrial Cleaning at Platte Generating Station – Spring 2019 Outage to Meylan Enterprises, Inc., of Omaha, Nebraska in the amount of \$156,178.27; and

WHEREAS, during the outage additional work beyond the base bid scope was required to remove split coal from railroad tracks, greater than normal volumes of fly ash from the precipitator and excessive build-up of lime in the Spray Dry Absorber, resulting in an increase in the cost of the overall contract; and

WHEREAS, Meylan Enterprises had all of the manpower and equipment on-site to perform the additional work and this additional cost was based on unit pricing for services included the original bid documents in the event of the addition or deletion of work scope by the contractor; and

WHEREAS, the work included vacuum services, hydro-blasting services and the use of specialty three-dimensional cleaning nozzles used specifically for cleaning the SDA vessel and;

WHEREAS, the additional work performed by Meylan Enterprises, Inc., amounted to \$20,291.50 including applicable taxes for the work for a total contract amount of \$176,469.77.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Change Order #1 in the amount of \$20,291.50 is approved and the Mayor is hereby authorized to sign the Change Order on behalf of the City of Grand Island.

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 10, 2019	☐ City Attorney



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item G-11

**#2019-159 - Approving HVAC Controls and Communications
Update - Law Enforcement Center**

Staff Contact: Robert Falldorf, Police Chief

Council Agenda Memo

From: Robert Falldorf, Police Chief
Stacy Nonhof, Assistant City Attorney

Meeting: May 14, 2019

Subject: Approving HVAC Controls and Communications
Update-Law Enforcement Center

Presenter(s): Robert Falldorf, Police Chief

Background

The Law Enforcement Center currently has a Trane brand HVAC system installed at its facility at 111 Public Safety Drive. Over the past approximately ten years of functionality of the system there have been some Control and Communication components that have become wore out and have become obsolete. Control and Communication parts for the Trane HVAC system are no longer available, making an upgrade to the system necessary.

The Grand Island Police Department went out for bids on 4-4-19 to update the HVAC Controls and Communications components of the system, with upgrade being broken down into five different sections or phases. Engineers estimate on the total project for all phases was \$95,000.

Discussion

One bid was received on April 16, 2019 for the HVAC Controls and Communications Update for the Law Enforcement Center.

Bidder: Trane USA, Inc.
LaVista, NE

Bid Price:

Section A: \$18,390.00

Section B: \$19,228.00

Section C: \$ 9,839.00

Section D: \$12,843.00

Section E: \$13,646.00

Bid Total: \$73,946.00

Under the Contractor's Bid section of the Ad to Bidders, page 9, there is a section that states, "All work associated with the contract shall be completed no later than August 31, 2019. Trane Inc. issued an exception to this specification stating that they would not be able to comply with the August 31, 2019 completion date; however could complete the project by the end of 2019. This exception is acceptable to the Grand Island Police Department. This project will be paid for under the joint City/County Shared Renovation Account and available funds in this account do carry over from fiscal year to fiscal year.

Based on a review of the bid received, the Police Department recommends that the City award the contract for HVAC Controls and Communications Update for the Law Enforcement Center with Trane USA, Inc. in the amount of \$73,946.00, as the lowest compliant bid. Trane USA's bid is below the engineer's estimate of \$95,000.

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 a future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the contract for HVAC Controls and Communications Update for the Law Enforcement Center with Trane USA, Inc. in the amount of \$73,946.00.

Sample Motion

Move to approve the contract for HVAC Controls and Communications Update for the Law Enforcement Center with Trane USA, Inc. in the amount of \$73,946.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: April 16, 2019 at 2:15 p.m.
FOR: HVAC Controls & Communications Update – Law Enforcement Center
DEPARTMENT: Police
ESTIMATE: \$95,000.00
FUND/ACCOUNT: 62012302-85612
PUBLICATION DATE: April 4, 2019
NO. POTENTIAL BIDDERS: 2

SUMMARY

Bidder: Trane USA, Inc.
La Vista, NE
Bid Security: Liberty Mutual Ins. Co.
Exceptions: Noted

Bid Price:
Section A: \$18,390.00
Section B: \$19,228.00
Section C: \$ 9,839.00
Section D: \$12,843.00
Section E: \$13,646.00

cc: Robert Falldorf, Police Chief
Patrick Brown, Finance Director

Jim Duering, Police Captain
Stacy Nonhof, Purchasing Agent

P2126

RESOLUTION 2019-159

WHEREAS, the City of Grand Island invited sealed bids for HVAC Controls and Communications update for the Law Enforcement Center, according to plans and specifications on file with the City; and

WHEREAS, on April 16, 2019, bids were received, opened and reviewed; and

WHEREAS, Trane USA, Inc., of LA Vista, Nebraska, submitted low 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 \$73,946; and

WHEREAS, the bid of Trane USA, Inc., is less than the estimate for HVAC Controls and Communications update-Law Enforcement Center.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Trane USA, Inc., in the amount of \$73,946, for HVAC Controls and Communications update-Law Enforcement Center, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 10, 2019	☐ City Attorney



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item G-12

**#2019-160 - Approving Authorization for Emergency Sanitary
Sewer Repair at 720 West Stolley Park Road**

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

Council Agenda Memo

From: Jon Menough PE, Wastewater Treatment Plant Engineer

Meeting: May 14, 2019

Subject: Approving Authorization for Emergency Sanitary Sewer Repair at 720 West Stolley Park Road

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

Background

Emergency sanitary sewer repairs were needed for an imminent collapse of sanitary sewer at 720 West Stolley Park Road.

On November 17, 2017, via Resolution No. 2017-322 Grand Island City Council awarded a \$433,786.75 contract to Municipal Pipe Tool Company, LLC of Hudson, Iowa for Sanitary Sewer Collection System Rehabilitation- Various Locations; Project No. 2017-S-2B. During the course of their work on this project the lateral sanitary sewer service at 720 West Stolley Park Road was found to be in urgent need of repair. Without immediate attention the collapse of this lateral service line was imminent, which would cause the line to take on more water and sand; flooding or backing up the home and cause a potential sinkhole that would affect the City sidewalk and street. The mainline sanitary sewer could not be rehabilitated until this lateral was repaired, which required coordination with the general contractor, Municipal Pipe Tool Company, LLC.

Discussion

Myers Construction, Inc. of Broken Bow, Nebraska provided a quote of \$52,650.00, along with a quote from The Diamond Engineering Company of Grand Island, Nebraska in the amount of \$69,900.00 and a decline to quote from Starostka Group Unlimited, Inc. of Grand Island, Nebraska due to current work load.

Repairs were completed and paid at actual costs, which total \$52,650.00.

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

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve usage of the City's Emergency Procurement Procedures and pass a resolution authorizing payment to Myers Construction, Inc. of Broken Bow, Nebraska in the total amount of \$52,650.00 for the necessary sanitary sewer repairs.

Sample Motion

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

RESOLUTION 2019-160

WHEREAS, the Wastewater Division of the Public Works Department needed to perform emergency sanitary sewer repairs at 720 West Stolley Park Road; and

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

WHEREAS, Myers Construction, Inc. of Broken Bow, Nebraska was hired to do said repairs, in the total amount of \$52,650.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the sanitary sewer repairs performed by Myers Construction, Inc. of Broken Bow, Nebraska at 720 West Stolley Park Road, in the total amount of \$52,650 is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
May 10, 2019	☒ City Attorney



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item G-13

**#2019-161 - Approving Bid Award for Chip Seal Project No. 2019-
CS-1**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director
Meeting: May 14, 2019
Subject: Approving Bid Award for Chip Seal Project No. 2019-CS-1
Presenter(s): John Collins PW, Public Works Director

Background

On April 7, 2019 the Engineering Division of the Public Works Department advertised for bids for Chip Seal Project No. 2019-CS-1. There were seven (7) potential bidders for this project. This project will allow for a chip seal on the following roadways:

- Manchester Road; Englemand Road to Mansfield Drive
- Mansfield Drive; Horseshoe Place to Manchester Road
- Independence Avenue; Capital Avenue to NE Highway 2
- North Road; Husker Highway to Stolley Park Road
- Stolley Park Road; North Road to UPRR Spur Line
- North Road; Old Highway 30 to US Highway 30
- Blaine Street; Garland Street to Phoenix Avenue

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

Discussion

One (1) bid was received and opened on April 30, 2019. The bid was submitted in compliance with the contract, plans, and specifications and is considered fair and reasonable. A summary of the bid is shown below.

<i>Bidder</i>	<i>Exceptions</i>	<i>Base Bid</i>	<i>Alternate Bid</i>
Topkote, Inc. of Yankton, SD	None	\$153,807.94	\$49,950.77

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 Topkote, Inc. of Yankton, South Dakota in the amount of \$203,758.71.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: April 30, 2019 at 2:15 p.m.
FOR: Chip Seal Project No. 2019-CS-1
DEPARTMENT: Public Works
ESTIMATE: \$228,000.00
FUND/ACCOUNT: 21033506-85354
PUBLICATION DATE: April 7, 2019
NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder: Topkote, Inc.
Yankton, SD
Bid Security: Merchants Bonding Company
Exceptions: None

Base Bid Price: \$153,807.94
Alternate Bid: \$ 49,950.77

cc: John Collins, Public Works Director
Patrick Brown, Finance Director
Tim Golka, Public Works Engineer I

Catrina DeLosh, PW Admin. Assist.
Stacy Nonhof, Purchasing Agent
Jerry Janulewicz, City Attorney

P2124

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, **2019**, by and between **TOPKOTE, INC.**, hereinafter called the Contractor, and the City of Grand Island, Nebraska, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for construction of **Chip Seal Project No. 2019-CS-1**; and

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

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

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

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **TWO HUNDRED THREE THOUSAND SEVEN HUNDRED FIFTY EIGHT AND 71/100 DOLLARS (\$203,758.71)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

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

ARTICLE IV. All work associated with the contract shall be completed no later than **September 1, 2019**.

ARTICLE V. The Contractor shall perform the work within the period of time stipulated in the Contract Agreement, unless an extension of time is granted by the City Council. Liquidated damages shall be assessed per working day as per the formula shown in the 2017 Edition of the Nebraska Department of Roads Standard Specifications for Highway Construction, Section 108.08; Paragraph 2.

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

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

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

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

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

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

TOPKOTE, INC.

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____

Date _____

Mayor

Attest: _____

City Clerk

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

Date _____

Attorney for the City

APPENDIX A – TITLE VI NON-DISCRIMINATION -

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

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

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

RESOLUTION 2019-161

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

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

WHEREAS, Topkote, Inc. of Yankton, South Dakota 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 \$203,758.71; and

WHEREAS, Topkote, 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 Topkote, Inc. of Yankton, South Dakota in the amount of \$203,758.71 for Chip Seal Project No. 2019-CS-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, May 14, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
May 10, 2019	☒ City Attorney



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item G-14

#2019-162 - Approving Dedication of Right-of-Way at 3321 James Road

This item relates to the aforementioned Public Hearing item E-7.

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

RESOLUTION 2019-162

WHEREAS, current City of Grand Island property is being dedicated as public right-of-way to accommodate property access along James Road, described as follows:

A TRACT OF LAND CONSISTING OF PART OF LOT 2 OF PEDCOR SUBDIVISION, LOCATED IN THE SOUTHEAST QUARTER (SE ¼) OF SECTION 25, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE 6TH P.M., CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF DESCH SUBDIVISION IN SAID SW ¼, SAID POINT ALSO BEING ON THE EAST LINE OF SAID LOT 2 OF PEDCOR SUBDIVISION AND THE POINT OF BEGINNING; THENCE ON AN ASSUMED BEARING OF S01°46'35"E ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 57.00 FEET; THENCE S88°13'25"W A DISTANCE OF 51.47 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2, SAID LINE ALSO BEING THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF JAMES ROAD; THENCE ALONG SAID EAST R.O.W. LINE AROUND A CURVE IN A COUNTER CLOCKWISE DIRECTION HAVING A RADIUS OF 330.00 FEET, A DELTA ANGLE OF 32°28'56", AN ARC LENGTH OF 187.08 FEET AND A CHORD BEARING N14°27'03"E FOR A DISTANCE OF 184.59 FEET TO A POINT ON THE WEST LINE OF LOT 1 OF DESCH SECOND SUBDIVISION IN SAID SW ¼, SAID POINT ALSO BEING A NORTHERLY CORNER OF SAID LOT 2 OF PEDCOR SUBDIVISION; THENCE S01°43'19"E ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 120.24 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS 2931 SQUARE FEET MORE OR LESS.

WHEREAS, such dedication of right-of-way has been reviewed and approved by the City Legal Department.

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 dedicate said right-of-way on the above described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 10, 2019	☐ City Attorney



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item G-15

#2019-163 - Approving Agreement Amendment No. 1 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: May 14, 2019

Subject: Approving Agreement Amendment No. 1 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.

On February 26, 2019, via Resolution No. 2019-77, City Council approved a reimbursement agreement with AT&T to lower infrastructure located within the North Broadwell Drainage; Project No. 2018-D-1 limits. Such agreement provided an estimated cost of work at \$20,000.00, of which 57.5% would be the responsibility of the City of Grand Island, resulting in an anticipated City cost of \$11,500.00.

All agreements must be approved by the City Council.

Discussion

Upon solicitation of twelve (12) potential bidders by AT&T no bids were submitted for the lowering of their infrastructure within the North Broadwell Drainage; Project No. 2018-D-1 limits. AT&T contacted a local trenching company, D & A Trenching, Inc. of Alda, Nebraska for a bid and received such in the amount of \$29,775.00 (attached for reference). Engineering services will also be part of this work, which are not included in the bid from D & A Trenching, Inc. and amount to approximately \$9,000.00.

At this time, based on the 57.5% responsibility of the City by the original reimbursement agreement, the City will be responsible for \$22,295.63.

Construction award of the North Broadwell Drainage; Project No. 2018-D-1 to Starostka Group Unlimited, Inc. was approved by City Council, via Resolution No. 2019-80, in the amount of \$247,981.06 on February 26, 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 the agreement Amendment No. 1 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 Amendment No. 1.

D & A TRENCHING INC.

Alda, NE 68810

Date	Estimate #
5/6/2019	T-207

Name / Address
AT&T ATTN: Kevin

Project

Description	Quantity	U/M	Total
Lower conduits off Broadwell Ave in Grand Island			
Dewatering Well	10,500.00		10,500.00T
Excavator & Shoring	14,000.00		14,000.00T
Pipe & Couplings	750.00		750.00
Move & Set Posts, Pull fiber, Cut & splice conduits, Guard conduits	2,500.00		2,500.00T
Sales Tax	7.50%		2,025.00

--

Phone # 308-382-4757 Fax # 308-382-1954 datrenching@hotmail.com



AT&T Corp.
3450 Riverwood Parkway SE
Suite 162
Atlanta, GA 30339

T: 678-627-5392
Sb0226@.att.com

May 7, 2019

Tim Gorka
City of Grand Island, NE
PO BOX 1968
100 East 1st St.
Grand Island, NE 68802

RE: Amendment 1 of Reimbursement Agreement Dated March 8, 2019

Dear Mr. Gorka,

The Reimbursement Agreement Dated March 8, 2019 will be amended to reflect the new estimated amount of \$ 29,775.00, as shown on attached Exhibit "A".

All other terms of the March 8, 2019 Reimbursement Agreement will remain the same.

Please have an authorized representative of the City of Grand Island, NE, acknowledge and agree to the above changes by signing below and return one (1) signed original to Sherri Plaza at the address shown in the top right corner of this letter.

If you have any questions or need additional information, please contact Sherri Plaza at (678) 627-5318 or via email at sp326x@att.com.

Yours truly,

Sandra M. Braxton
Senior Technical Project Manager

Cc: Sherri Plaza, ROW Manager

Acknowledged and Agreed

By: _____
Date: _____
Name: _____
Title: _____



at&t

Exhibit "A" Estimate of Cost Broadwell Drainage



Telecom Infrastructure Services

Estimate of Cost for the relocation of AT&T Facilities for the proposed Broadwell Drainage in Grand Island NE

These are estimates only and actual cost will be determined by bid process.

Actual cost of the project will be determined by bid for the relocation and protection of the AT&T Facility. Only the actual cost of relocation will be billed in accordance with the completed project.

Construction Cost: \$29,775.00

Engineering Cost: \$9,000.00

Total estimated maximum relocation cost \$38,775.00

AT&T Transmission Responsibility: 34 LF = 42.5% = \$16,479.00

City of Grand Island Responsibility: 46 LF = 57.5% = \$22,296.00

This is based on 80 LF of total expected excavation of which 34 LF is on CoGI ROW (33' easement for ditch line + 1' Road ROW) & the remaining 46 LF is on AT&T Easement. The new Drainage Facility boundaries will include and encroach onto 23 LF of existing AT&T ROW.

Construction Cost to consist of:

- Traffic Control, Mobilization and misc. cost
- 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.

Engineering Cost to consist of:

- Design
- Inspection and plant protection
- Recording of construction documentation for AT&T permanent record.
- Coordination of Crews and personnel for project completion.

EXHIBIT A: See Construction Prints

Questions may be directed to:

Kevin Wingard
 Project Manager
 SDT Solutions
 9620 E. SH 350 STE 107
 Raytown, MO. 64133
 580-931-7688
kwingard@sdt-1.com

RESOLUTION 2019-163

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, on February 26, 2019, via Resolution No. 2019-77, City Council approved a reimbursement agreement with AT&T to lower infrastructure located within the North Broadwell Drainage; Project No. 2018-D-1 limits; and

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

WHEREAS, bid submittals were not received by AT&T for such work; and

WHEREAS, AT&T contacted a local trenching company, D & A Trenching, Inc. of Alda, Nebraska for a bid and received such in the amount of \$29,775.00; and

WHEREAS, engineering services are estimated at \$9,000.00 for such work, of which the City is responsible for the 57.5% of; and

WHEREAS, the City of Grand Island and AT&T wish to enter into Reimbursement Agreement Amendment No. 1 to provide relocation of the affected AT&T infrastructure at the updated total cost of \$32,775.00, with 57.5% of such cost being the responsibility of the City of Grand Island.

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 Amendment No. 1 between the City of Grand Island, Nebraska and AT&T.

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 10, 2019	☐ City Attorney



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item G-16

**#2019-164 - Approving Change Order No. 6 with Chief
Construction for EM911 Facility**

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Director of Emergency Management
Meeting: May 14, 2019
Subject: Approving EM911 Construction Change Order 006
Presenter(s): Jon Rosenlund, Director of Emergency Management

Background

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

Any changes to the contract require council approval. Changes were necessary for an additional data cabling in the EOC and lawn irrigation. Cost of this Change Order is \$24,243.00.

Discussion

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

Additional data cabling was needed to accommodate PCs and telephones in the Emergency Operations Center. That included an additional 48 cables pulled into the EOC to compliment the initial 48 cables. All cables were extended directly to floor boxes and bypassed a network hub which eliminated a point of failure. These cabling changes cost \$21,045.00.

Lawn irrigation was necessary in the “green strip” of grass between the sidewalks and the streets along North Road and 13th Street. The irrigation in this area was not included because the nature of the green strip was not known until the intersection construction was completed. Irrigation changes cost \$3,198.00.

Any changes to the contract require Council approval and the Department respectfully submits this Change Order #006 for approval. Total cost for installation is estimated at \$24,243.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order #006 for additional EOC cabling and lawn irrigation changes for a total cost of \$24,243.00.

Sample Motion

Move to approve Change Order #006 for additional EOC cabling and lawn irrigation changes for a total cost of \$24,243.00.



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Change Order

PROJECT (Name and address): EMERGENCY 911/OPERATIONS CENTER - CITY OF GRAND ISLAND GRAND ISLAND, NEBRASKA	CHANGE ORDER NUMBER: 006 DATE: April 23, 2019	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): CHIEF CONSTRUCTION 2107 S. NORTH ROAD GRAND ISLAND, NE 68803	ARCHITECT'S PROJECT NUMBER: 16114 CONTRACT DATE: December 19, 2017 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

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

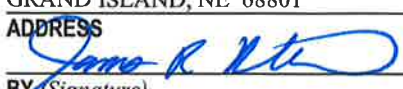
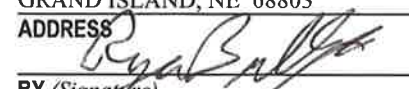
Item 1: Lawn irrigation, per COR 009.	ADD	\$3,198.00
Item 2: Cabling, per COR 012.	ADD	\$21,045.00
TOTAL ADD THIS CHANGE ORDER		\$24,243.00

The original Contract Sum was	\$	3,122,701.00
The net change by previously authorized Change Orders	\$	31,303.00
The Contract Sum prior to this Change Order was	\$	3,154,004.00
The Contract Sum will be increased by this Change Order in the amount of	\$	24,243.00
The new Contract Sum including this Change Order will be	\$	3,178,247.00

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

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

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

<u>CMBA ARCHITECTS</u> ARCHITECT (Firm name) 208 N. PINE ST., SUITE 301 GRAND ISLAND, NE 68801 ADDRESS  BY (Signature) JAMES R. BRISNEHAN (Typed name) 4/23/19 DATE	<u>CHIEF CONSTRUCTION</u> CONTRACTOR (Firm name) 2107 S. NORTH ROAD GRAND ISLAND, NE 68803 ADDRESS  BY (Signature) ROGER BULLINGTON (Typed name) 4/29/19 DATE	<u>CITY OF GRAND ISLAND</u> OWNER (Firm name) PO BOX 1968 GRAND ISLAND, NE 68802-1968 ADDRESS BY (Signature) ROGER G. STEELE (Typed name) DATE
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

RECEIVED APR 26 2019

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GENERAL CONTRACTORS
A DIVISION OF CHIEF INDUSTRIES, INC.

DESIGN BUILD PROFESSIONALS

COR Number: 009

Date: 8/10/2018

Project Number: 18LJ008

Contract Date: 1/16/2018

Change Order Request

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

Description of Change:

Install lawn irrigation at North side of street sidewalk and East side of street sidewalk

Landscaping Sub: \$ 2,872.00
 Bonds & Insurance: \$ 35.00
 Sub-Total: \$ 2,907.00
 P&O: \$ 291.00

Total: \$ 3,198.00

Proposed Contract Amount of this Change Order 3,198.00

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

Accepted By:

Owner (Owner's Representative)

By (Signature)

Printed Name

Date

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

<http://www.chiefconstruction.us>
construction@chiefind.com

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



GENERAL CONTRACTORS
A DIVISION OF CHIEF INDUSTRIES, INC.

DESIGN BUILD PROFESSIONALS

COR Number: 012

Date: 1/10/2019

Project Number: 18LJ008

Contract Date: 1/16/2018

Change Order Request

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

Description of Change:

Labor and material to install and reroute 96 cables from Floor box Consolidation Points to designated floor boxes per Owners request. Install additional 49 cable runs (1 run to room 125 for TV, 48 runs to floor boxes

Data/CATV Sub: \$18,900.00
 Bonds & Insurance: \$ 232.00
 Sub-Total: \$19,132.00
 P&O: \$ 1,913.00

Total: \$21,045.00

Proposed Contract Amount of this Change Order 21,045.00

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

Accepted By:

Owner (Owner's Representative)

By (Signature)

Printed Name

Date

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

<http://www.chiefconstruction.us>
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4400 E. 39th Street
 P.O. Box 848 (MAILING)
 Kearney, NE 68848-0848
 Phone 308-238-2755
 Fax 308-238-2759

RESOLUTION 2019-164

WHEREAS, on December 19, 2017, by Resolution 2017-364, the City Council of the City of Grand Island approved the bid of Chief Construction of Grand Island, Nebraska for \$3,122,701.00 for the construction of a new Emergency Management-911 Facility; and

WHEREAS, the Emergency Operations Center required additional data cables to accommodate the building's telephone system and computers at each station; and

WHEREAS, changes were required in the lawn irrigation to accommodate the green strip of grass between the sidewalk and street; and

WHEREAS, any changes to the original contract require Council approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve the payment to Chief Construction of \$24,243.00 for the installation of additional data cables and changes to the lawn irrigation system, as documented in Change Order 006.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
May 10, 2019	☒ City Attorney



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item G-17

#2019-165 - Approving Development Agreement and Limited License Agreement with Menard, Inc.

This item is related to Ordinances item F-5.

Staff Contact: Jerry Janulewicz

RESOLUTION 2019-165

WHEREAS, on November 14, 2017, Council approved and adopted Ordinance No. 9666 regarding the sale of the following-described real estate to Menard, Inc.:

Lot One (1) in State Subdivision in the City of Grand Island, Hall County, Nebraska; and

WHEREAS, notice of the sale was published as required by law and no or insufficient remonstrance was received; and

WHEREAS, the sale and closing is contingent upon the parties mutual agreement to the plans, specifications, and development agreement for a new Fire Station and appurtenances to be constructed by Menard, Inc., at its sole cost, upon City-owned property located at 13th Street and North Road; and

WHEREAS, City Staff have reviewed and approved the building and site improvement plans, specifications, and development agreement and the limited license agreement and recommend approval of the same by Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the building and site improvement plans, specifications, and development agreement for Fire Station #4 to be constructed at 13th Street and North Road are approved. The Mayor of Grand Island should be, and hereby is, authorized to execute said development agreement and the limited license agreement, and may execute a deed conveying to Menard, Inc., the above-described real estate and take such other necessary actions with respect to closing the real estate transaction including, but not limited to, delivery of a properly executed warranty deed.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 10, 2019	☐ City Attorney



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item G-18

**#2019-166 - Approving Temporary Construction Easement and
Perpetual Maintenance Easement**

This item is related to Ordinances item F-5.

Staff Contact: Jerry Janulewicz

RESOLUTION 2019-166

WHEREAS, on November 14, 2017, Council approved and adopted Ordinance No. 9666 regarding the sale of the following-described real estate to Menard, Inc.:

Lot One (1) in State Subdivision in the City of Grand Island, Hall County, Nebraska; and

WHEREAS, notice of the sale was published as required by law and no or insufficient remonstrance was received; and

WHEREAS, Menard, Inc., is requesting that it be granted a 10 foot wide by 53 feet 8 inch temporary construction easement and perpetual maintenance easement upon City's tract of land located west of and abutting Lot 1 State Subdivision to permit construction and maintenance of a fence on Lot 1 State Subdivision following City's vacation of Fire Station #4.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that grant to Menard, Inc. of a 10 foot wide by 53 feet 8 inch temporary construction easement and perpetual maintenance easement as depicted on Attachment A is approved .

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 10, 2019	☐ City Attorney



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item G-19

#2019-167 - Approving Request from Nebraskaland Distributors, LLC dba Nebraskaland Distributors, 4845 Juergen Road for a Class “X” Liquor License and Liquor Manager Designation for Wayne Gappa, 11 East 48th Street, Kearney, Nebraska

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

Staff Contact: RaNae Edwards

RESOLUTION 2019-167

WHEREAS, an application was filed by Nebraskaland Distributors, LLC doing business as Nebraskaland Distributors, 4845 Juergen Road for a Class "X" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on May 4, 2019; such publication cost being \$18.49; and

WHEREAS, a public hearing was held on May 14, 2019 for the purpose of discussing such liquor license application.

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

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

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

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

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

_____ The City of Grand Island hereby recommends approval of Wayne Gappa, 11 East 48th Street., Kearney, Nebraska as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
May 10, 2019 ☐ City Attorney



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item G-20

#2019-168 - Approving Request from Kenia Munoz dba Ritmas Night Club, 611 East 4th Street for a Class “I” Liquor License

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

Staff Contact: RaNae Edwards

RESOLUTION 2019-168

WHEREAS, an application was filed by Kenia Munoz doing business as Ritmas Night Club, 611 East 4th Street for a Class "I" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on May 4, 2019; such publication cost being \$17.51; and

WHEREAS, a public hearing was held on May 14, 2019 for the purpose of discussing such liquor license application.

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

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

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

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

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ✕ _____
May 10, 2019 ✕ City Attorney



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item H-1

Consideration of Request from Building Department to Advertise a Request for Proposal for Legal Services to Abate Identified Public Nuisances

Staff Contact: Craig Lewis

Council Agenda Memo

From: Craig Lewis, Building Department Director

Meeting: May 14, 2019

Subject: Approve Request from Building Department to Advertise for Legal Services to Obtain Court Order for Abatement of Identified Public Nuisances

Presenter(s): Craig Lewis, Building Department Director

Background

The Grand Island City Building Department is seeking approval to advertise a request for proposal for legal services to obtain a court order to abate public nuisances at specified private properties within the City jurisdictional area.

The City Problem Resolution Team has identified three properties in need of abatement proceedings.

Section 27-10 of the City Code states in part "No contract for the services of legal council may be awarded without the approval of the City Council".

Discussion

The Building Department along with the City Problem Resolution Team have been working on several properties in the past that have progressed to a point that abatement is desirable and the next step in the process is to acquire a court order allowing the City to enter onto the private property and abate the defined public nuisance.

The City in the past has advertised for a request for proposal for legal services, obtained a qualified proposal, and returned to the City Council for approval of a resolution to enter into a proposal for legal services.

This is the first step in the process of obtaining outside legal services and we are requesting Council approval to proceed in advertising a request for proposal.

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 proposed request.

Sample Motion

Move to approve the request to advertise a request for proposal for legal services to abate identified public nuisances.



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item I-1

**#2019-169 - Consideration of Appointing Jerry Janulewicz as
Interim City Administrator**

Staff Contact: Mayor Roger Steele

Council Agenda Memo

From: Mayor Roger G. Steele
Meeting: May 14, 2019
Subject: Appointment of Statutory Officers
Presenter(s): Mayor Roger G. Steele

Background

According to Article III – Appointed and Hired Officials, Section 2-30 Officers; Appointive of the Grand Island City Code and Neb. Rev. Stat., §16-308, the Mayor is required to appoint statutory officers for his term. Statutory officers include:

- 1). City Administrator
- 2). City Attorney
- 3). City Clerk
- 4). City Engineer/Public Works Director
- 5). City Treasurer/Finance Director

These officers also must be approved by the City Council.

Discussion

According to Grand Island City Code Section 2-30, I am requesting approval of Jerom Janulewicz as the Interim City Administrator. Mr. Janulewicz presently serves as the City Attorney in the Legal Department. Previously Janulewicz was a partner at Mayer, Burns, Koenig and Janulewicz law firm in Grand Island from 2004 to 2015. Prior to going into private practice, Janulewicz was Hall County attorney from 2000 to 2004. As county attorney Janulewicz supervised the staff of deputy county attorneys and support staff, was responsible for prosecution of criminal offenses, provided general legal counsel to county officials, served as chief negotiator in labor negotiations, and served as the county coroner.

From 1985 to 1995, Janulewicz was a deputy Hall County attorney and was appointed chief deputy Hall County attorney in 1995 where he served until 2000. Throughout his service as deputy county attorney, chief deputy, and county attorney, Janulewicz duties primarily involved advising county officials on legal matters, negotiating and preparing contracts, and representing Hall County in civil matters.

Janulewicz earned a Bachelor of Arts in psychology from the University of Nebraska at Lincoln and earned with distinction his Juris Doctorate from the University of Nebraska College of Law.

Besides Janulewicz's extensive work experience in the legal field, he has been very involved in the Grand Island community serving on the Stuhr Museum of the Prairie Pioneer board of trustees, a past member of the Senior Citizens Industries board of directors, and a member on the Third City Community Clinic board of directors.

Janulewicz is a member of the Nebraska State Bar Association, member of the Nebraska State Bar Association House of Delegates from 1991 to 2007, and a member of the Nebraska State Bar Association Executive Council from 1996 to 2002.

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 Council is recommended to approve the appointment of Mr. Janulewicz.

Sample Motion

Move to approve the appointment of Jerom Janulewicz as the Interim City Administrator.

RESOLUTION 2019-169

WHEREAS, under Neb. Rev. Stat., §16-308, the office of City Administrator for the City of Grand Island, Nebraska, is an appointed position; and

WHEREAS, under Grand Island City Code, §2-30, the office of City Administrator for the City of Grand Island, Nebraska shall be appointed by the mayor and approved by the council; and

WHEREAS, the position became vacant on April 24, 2019 and an interim appointment may be made; and

WHEREAS, the Mayor has recommended the appointment of Jerom Janulewicz as Interim City Administrator effective May 14, 2019 until such time as another appointment is made.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Jerom Janulewicz is hereby duly appointed Interim City Administrator for the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☒ _____
May 10, 2019	☒ City Attorney



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item I-2

#2019-170 - Consideration of Approving Change to the Future Land Use Map for the City of Grand Island for Lots 11-14 of Lambert's Subdivision located between Congdon Avenue and Willow Street North of 4th Street from Manufacturing to Low to Medium Residential

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

Staff Contact: Chad Nabity

RESOLUTION 2019-170

WHEREAS, the Mayor and City Council of the City of Grand Island are committed to the orderly plan necessary to accommodate future growth and transportation needs; and

WHEREAS, on July 13, 2004, by Resolution 2004-154, the City of Grand Island approved and adopted the Comprehensive Development Plan and associated figures and maps as prepared by the firm of JEO Consulting Group, Inc. of Wahoo, Nebraska; and

WHEREAS, an amendment to such plan is requested to change the future land use designation from "Manufacturing to "Low to Medium Density Residential" as shown on the attached map and

WHEREAS, such amendment was reviewed by the Regional Planning Commission on May 1, 2019, and a recommendation was forwarded to the City of Grand Island; and

WHEREAS, a public hearing was held on May 14, 2019 for the purpose of discussing such amendment to the Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island hereby approves and adopts an amendment to the Comprehensive Plan to change the intended future use of the property as shown on the attached map from "Manufacturing" to "Low to Medium Density Residential".

Adopted by the City Council of the City of Grand Island, Nebraska, May 14, 2019.

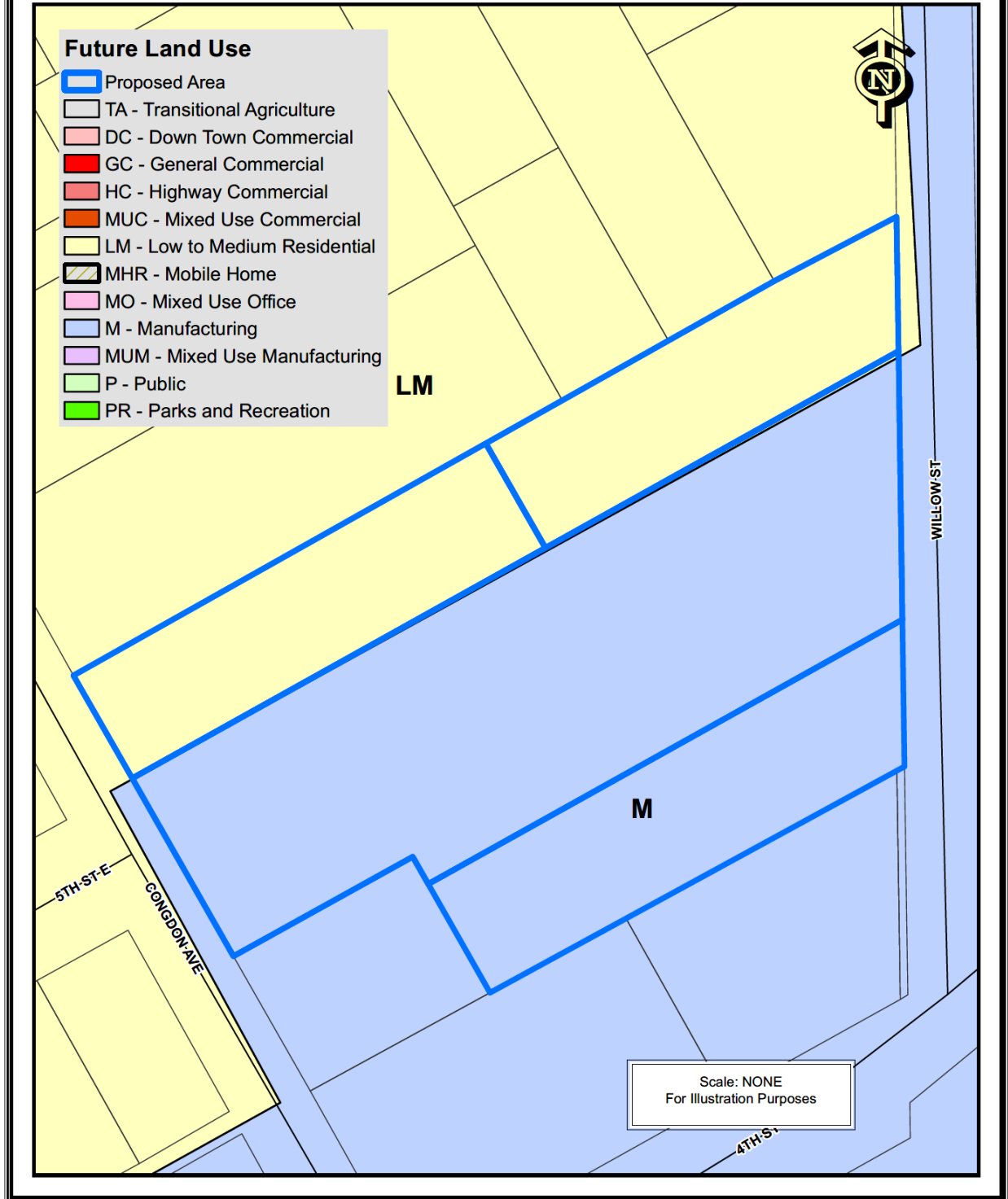
Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 10, 2019	☐ City Attorney

PROPOSED AREA LOCATION MAP





City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item I-3

**#2019-171 - Consideration of Approving Amendment to the
Redevelopment Plan for CRA No. 1 located North of 4th Street
between Congdon Avenue and Willow Street (Starostka
Contracting, LLC)**

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

Staff Contact: Chad Nabity

RESOLUTION 2019-171

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, prepare the site, install streets and utilities and demolish existing structures on property located between Willow Street and Congdon Avenuen north of 4th Street for 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	☐ _____
May 10, 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, May 14, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item I-4

**#2019-172 - Consideration of Approving Economic Development
Incentive Agreement with GIX Logistics, Inc.**

Staff Contact: Dave Taylor - EDC President

Council Agenda Memo

From: Jerry Janulewicz, City Attorney

Meeting: May 14, 2019

Subject: Approving Economic Development Incentive Agreement with GIX Logistics, Inc.

Presenter(s): Jerry Janulewicz, City Attorney

Background

At the November 6, 2012 General Election, the voters of the City of Grand Island approved LB840 funding to enable the City to extend economic development incentives through the Grand Island Area Economic Development Corporation (GIAEDC). The Economic Development Corporation has received an application from GIX Logistics, Inc., 308 West 3rd Street, Suite 3 for expansion of an existing business and additional employees. On March 29, 2019, the Executive Board of the GIEDC approved submission of the attached Economic Development Agreement to the Citizens Advisory Review Committee (CARC) for consideration and recommendation. The CARC met on April 22, 2019 and approved the request and Agreement for recommendation to the City Council for final action and approval.

Discussion

GIX Logistics, Inc. has submitted the required LB-840 application (see attached) for a forgivable loan in the amount of \$300,000.00. Proposed is the creation of 12 additional full-time equivalent (FTE) employees with an average hourly wage of \$30.00. Requested is \$280,000.00 for job creation and \$20,000.00 for job training. LB-840 funds would be disbursed incrementally through 2022.

GIX Logistics currently has 58 employees. This company, located at 308 West 3rd Street, Suite 3, is an existing business of transportation, logistics, and distribution of goods across the country. GIX transports refrigerated goods, dry goods, and/or raw goods.

The company is expanding their existing facility and plans to recruit, hire, coach and retain the best possible candidates. The use of LB-840 funds would allow GIX Logistics, Inc. to continue to hire high caliber employees to add new customers to their fast-paced business model, handle the increase in business, and contribute to the overall well-being of the community.

Alternatives

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

1. Move to approve the Economic Development Agreement with GIX Logistics, Inc.
2. Do not approve the Economic Development Agreement with GIX Logistics, Inc.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council consider the resolution authorizing the City to enter into the Economic Development Agreement with GIX Logistics, Inc.

Sample Motion

Move to approve the resolution authorizing the City to enter into the Economic Development Agreement with GIX Logistics, Inc.

Grand Island Area Economic Development Corporation LB-840 Application

The Grand Island Area Economic Development Corporation's mission is to facilitate the creation of jobs and economic opportunities for the regional trade area.

Part I. GENERAL INFORMATION

APPLICANT IDENTIFICATION

Company Name: GIX Logistics, Inc.

Mailing Address: PO Box 1845

City: Grand Island State: NE Zip Code: 68802

Phone: 800-444-9008

Applicant Website: www.gixlogistics.com

Business Classification (select all that apply):

- New Business Expansion of Existing Business Spec Building Other
 Corporation Partnership Proprietor Other

Is this the business's first venture in Grand Island / Hall County? Yes No

Is this the business's first venture in Nebraska? Yes No

Does the business have a parent or subsidiaries? Yes No

If yes, Name of Parent or Subsidiary Company: HERE

Mailing Address: HERE

City: HERE State: HERE Zip Code: HERE

MAIN CONTACT INFORMATION

Name: Mike Young Connection to Business: Vice President

Mailing Address: PO Box 1845

City: Grand Island State: NE Zip Code: 68802

Email Address: myoung@gixlogistics.com Phone Number: 308-398-8582

Company Name: GIX Logistics

Part II. PROJECT INFORMATION

LOCATION

Address of proposed project: 308 W. 3rd Street Suite 3

The proposed project is located:

- Within Grand Island city limits
- Outside of city limits, but within a two (2) mile jurisdiction
- Outside the zoning jurisdiction of Grand Island

Do you currently own the land of proposed project: Yes No

Do you currently own the building of the proposed project: Yes No

JOB CREATION

Current number of full time employees at Grand Island location: 58
Number of new positions being created at Grand Island location: 12

On a separate document, identify the employment positions being added, number of employees per position and wage per position.

Supporting documentation submitted: Yes No

Describe any benefit packages available to new employees: GIX provides health, dental and vision insurance, paying on average 68% of the premium. Employees also have options between two different health insurance options. GIX also provides options for a payflex health spending account, life and disability insurance. GIX also offers a 401K plan with a 10% contribution match, and profit sharing after their first year of employment. Company paid vacation is earned each year on their anniversary with the amount of time accrued coinciding with their length of employment.

PROJECT SUMMARY

On a separate document, provide a brief narrative describing the project for which LB-840 funds are being requested.

Narrative provided: Yes No

Company Name: GIX Logistics

PROJECT INVESTMENT

Land purchase price:	\$0
New facility construction expense:	\$0
Building purchase / renovation expense:	\$0
Other infrastructure improvements: (parking lot, curb & gutter, landscaping, etc.)	\$0
New machinery / equipment expense:	\$86,150.00
Other:	\$39,600.00

TOTAL INVESTMENT: \$125,750.00

SUPPORTING DOCUMENTATION

Please include the following documents as attachments to the LB-840 application. The documents below must be submitted with your application to be considered complete. These documents will only be viewed by the GIAEDC President, Executive Board, Citizen's Review Committee Chairperson, city Finance Director, and the City Administrator.

- Business plan outlining product supply chain
- Articles/certificate of formation/incorporation
- Bylaws/operating agreement/partnership agreement
- 3 year pro forma
- Profit/ loss summary
- Balance sheet
- Cash flow statement
- Projected sales
- Brief resume of management team to be placed in Grand Island
- Other impacts on the area's economy
- Grand Island Area Economic Development membership application

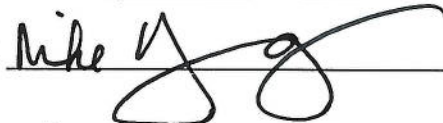
Company Name: GIX Logistics

PART III. SIGNATURES

I hereby represent, this application and supporting information is accurate, and may be relied upon by representatives of the Grand Island Area Economic Development Corporations and the City of Grand Island.

I further represent that there is no legal action underway or being contemplated that would impact the capacity of this company to effectively proceed with this project.

Dated this 29 day of MARCH, 2019.

By: 

Its: VICE PRESIDENT

As the President of the Grand Island Area Economic Development Corporation, I hereby represent that I have received and reviewed this application and its supporting information requesting the City of Grand Island's LB-840 funds.

Dated this 29 day of MARCH, 2019.

By: 

Its: PRESIDENT

Company Name: GIX Logistics

PART IV. APPROVAL OF AREA AGENCIES

Reviewed by the Grand Island Area Economic Development Elected Trustees

Date of review: 4.18.2019

Comments:

Approved

Disapproved

Signature of Chairman: _____



Reviewed by the Citizen's Review Committee

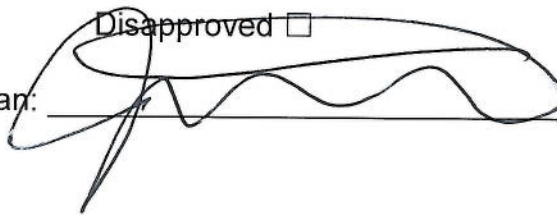
Date of Review: April 22, 2019

Comments:

Approved

Disapproved

Signature of Chairman: _____



Referred to the Grand Island City Council

Date of Review:

Comments:

Approved

Disapproved

Signature of Mayor: _____

Mayor Roger Steele

Company Name: GIX Logistics

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into effective as of the ___ day of May, 2019 (the "Effective Date"), by and among the City of Grand Island, Nebraska ("City"), the Grand Island Economic Development Corporation ("GIAEDC") and GIX Logistics Inc., a Nebraska corporation, doing business as GIX Logistics, Inc ("Company") (City, GIAEDC and Company, each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, on March 29, 2019, Company filed an Application for Economic Development Incentives (the "Application") with City and GIAEDC;

WHEREAS, Company is expanding its operations in Grand Island;

WHEREAS, in connection with the Grand Island expansion Company agrees to continue to employ its current fifty-eight (58) full-time equivalent employees in Grand Island for at least three years after the Effective Date and to add an additional twelve (12) full-time equivalent employees in Grand Island;

WHEREAS, City and GIAEDC find Company derives its principal source of income from the sale of services in interstate commerce and is a qualifying business under City's Economic Development Program, that Company's project qualifies for economic development incentives under the Program, that Company's project will be of substantial economic benefit to the people of Grand Island and the surrounding area, and the economic development incentive plan set forth in this Agreement contributes to the fulfillment of the major objectives of City's Economic Development Plan;

WHEREAS, City and GIAEDC are willing to provide Company with up to \$20,000 in job training assistance and up to \$280,000 in job creation incentives at the times and upon the fulfillment of the conditions set forth in this Agreement provided that Company complies with the terms of this Agreement; and

WHEREAS, in furtherance of the foregoing recitals, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the respective meanings ascribed to them in this Section 1:

(a) "Employment Certificate" shall mean a certificate for the defined period containing the sworn statement of a duly authorized representative of Company specifically setting forth compliance with the terms of this Agreement. The Employment Certificate shall contain the following information and adhere to the following terms: (i) the total number of hours which FTE's worked and total gross compensation received by FTE's for hours worked at Company's facilities in Grand Island during the twelve (12) successive calendar months immediately preceding the date of the Employment Certificate; and (ii) the hourly rate for all FTE's which shall meet or exceed the Minimum Hourly Rate. Company agrees that upon receipt of written notice pursuant to the terms

of this Agreement, Company shall allow the City Administrator or his designee to personally inspect Company's employment records as confirmation of the statements contained in the Employment Certificate.

(b) "Full-Time Equivalents" or "FTE's" shall mean persons currently employed by Company and persons hired by Company as part of the expansion of its operations to Grand Island as detailed in the recitals to this Agreement. The total number of FTE's shall be determined by dividing the total number of hours Company employees worked at its facilities located in Grand Island by two thousand eighty (2,080).

(c) "Minimum Hourly Rate" shall mean a minimum hourly rate of \$30.00 per hour for each FTE employed as part of Company's expansion of its operations in Grand Island. The hourly rate shall be determined by dividing the total wages and salaries paid to FTE's by two thousand eighty (2,080).

2. Employment Requirements. Company shall meet each of the following employment requirements:

(a) Company shall have a minimum of fifty-eight (58) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the Effective Date;

(b) Company shall have a minimum of sixty-two (62) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the first (1st) anniversary of the Effective Date;

(c) Company shall have a minimum of sixty-six (66) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the second (2nd) anniversary of the Effective Date; and

(d) Company shall have a minimum of seventy (70) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the third (3rd) anniversary of the Effective Date.

3. Disbursement of LB 840 Funds for Job Training. Disbursement of the economic incentive funds for job training shall be paid to Company by City in accordance with the following schedule:

(a) A disbursement for training FTE's in the amount of Six Thousand Six Hundred Sixty-six and no/100 Dollars (\$6,666) shall be paid by City to Company within sixty (60) days of the approval this Agreement by the City Council.

(b) A disbursement for training FTE's in the amount of Six Thousand Six Hundred Sixty-seven and no/100 Dollars (\$6,667) shall be paid by City to Company within thirty (30) days of the first (1st) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least sixty-two (62) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(c) A disbursement for training FTE's in the amount of Six Thousand Six Hundred Sixty-seven and no/100 Dollars (\$6,667) shall be paid by City to Company within thirty (30) days of the second (2nd) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that

Company has at least sixty-six (66) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(d) The maximum amount City shall disburse to Company for job training shall be Twenty Thousand and No/100 Dollars (\$20,000.00).

4. Disbursement of LB 840 Funds for Job Creation. Company shall be eligible for disbursements of up to Twenty-Three Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$23,333.33) per FTE for twelve (12) FTE's for a total disbursement of Two Hundred Eighty Thousand and No/100 Dollars (\$280,000.00). Disbursement of the economic incentive funds for job creation shall be paid to Company by City in accordance with the following schedule:

(a) A disbursement of Ninety-Three Thousand Three Hundred Thirty-Three and No/100 Dollars (\$93,333) shall be paid by City to Company within thirty (30) days of the first (1st) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least sixty-two (62) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(b) A disbursement of Ninety-Three Thousand Three Hundred Thirty-Three and No/100 Dollars (\$93,333) shall be paid by City to Company within thirty (30) days of the second (2nd) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least sixty-six (66) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(c) A disbursement of Ninety-Three Thousand Three Hundred Thirty-Four and No/100 Dollars (\$93,334) incentives shall be paid by City to Company within thirty (30) days of the Third (3rd) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least seventy (70) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(d) The maximum amount City shall disburse to Company for job creation shall be Two Hundred Eighty Thousand and No/100 Dollars (\$280,000.00).

5. Disbursement of LB 840 Funds for Infrastructure. There will be no disbursement of the economic incentive funds for infrastructure.

6. Company's Representations and Warranties. Company represents and warrants to City and GIAEDC as follows:

(a) Organization, Standing and Power. Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Nebraska and has the legal power to carry on its business as it is now being conducted.

(b) Authority. The execution, delivery and performance of this Agreement by Company has been duly and validly authorized and approved by all necessary legal action on the part of Company.

(c) Binding Agreement. This Agreement, when executed and delivered, will constitute the legal, valid and legally binding agreement of Company, enforceable against Company in accordance with its terms.

(d) No Conflict with Other Instruments or Agreements. The execution, delivery and performance of this Agreement by Company will not result in a breach or violation of, or constitute a default under any agreement to which Company is bound, and will not be in violation of any statute, judgment, order, rule or regulation of any court, or any federal, state or other regulatory authority or governmental body having jurisdiction over Company in effect as of the Effective Date.

(e) No Brokers. Company has not retained or agreed to compensate any broker or finder in connection with the transactions contemplated by this Agreement.

(f) Operations. During the term of this Agreement, Company shall maintain operations in Grand Island, Nebraska.

In the event that Company breaches any of the foregoing representations and warranties, all amounts distributed by City to Company pursuant to this Agreement shall immediately become due and owing by Company to City and if unpaid shall accrue interest at the rate of eight percent (8%) per annum until such amounts are repaid in full.

7. Company's Obligation to Repay Funds. The Parties acknowledge and agree that the funds to be provided by City to Company pursuant to this Agreement are being provided in the form of an economic development loan and are subject to repayment in accordance with the terms and conditions of this Agreement if Company fails to perform its obligations under this Agreement. The Parties further acknowledge and agree that City shall forgive the entire economic development loan disbursed to Company representing a total of Three Hundred Thousand and No/100 Dollars (\$300,000.00) upon Company meeting the following conditions:

(a) Company shall have complied with the terms and provisions of Sections 2 through 7 of this Agreement in all respects; and

(b) If Company remains in compliance with the terms and provisions of Sections 2 through 7 of this Agreement in all respects, the economic development loan will be forgiven pursuant to the following schedule:

(i) On the first anniversary of the Effective Date, Six Thousand Six Hundred Sixty-six and no/100 Dollars (\$6,666.00) of the economic development loan shall be forgiven;

(ii) On the second anniversary of the Effective Date, One Hundred and No/100 Dollars (\$100,000.00) of the economic development loan shall be forgiven; and

(iii) On the third anniversary of the Effective Date, One Hundred Thousand and No/100 Dollars (\$100,000.00) of the economic development loan shall be forgiven.

(iv) On the fourth anniversary of the Effective Date, Ninety-Three Thousand Three Hundred Thirty-Three and No/100 Dollars (\$93,334) of the economic development loan shall be forgiven.

8. Default. In the event that Company fails to comply with any of the terms of this Agreement, City may declare Company to be in breach. Any such declaration shall be in writing and sent by US Mail or courier to Company at its last known address. In the event that City declares Company to be in breach, City may immediately terminate this Agreement by providing written notice of termination sent by US Mail or courier to Company at its last known address whereupon all amounts distributed by City to Company pursuant to this Agreement shall immediately become due and owing by Company to City and if unpaid shall accrue interest at the rate of eight percent (8%) per annum until such amounts are repaid in full.

9. Actions after Effective Date. From time to time after the Effective Date, without further consideration, each of the Parties will execute and deliver such documents and instruments as any other Party shall reasonably request to give full effect to the transactions contemplated by this Agreement.

10. Term. This Agreement (and all representations, covenants, agreements, obligations and warranties of Company, City and GIAEDC contained in this Agreement), shall remain in full force and effect until the earlier of the date that (a) the entire economic development loan has been forgiven pursuant to Section 7, or (b) Company has repaid all amounts provided to Company pursuant to this Agreement (in the event Company breaches its obligations under this Agreement) (such date, the "Termination Date"). From and after the Termination Date, this Agreement shall be of no further force or effect and no Party shall have any further obligations pursuant to this Agreement.

11. Amendment. No amendment or modification of this Agreement shall be binding on any Party unless the same shall be in writing and signed by all Parties.

12. Communication. Company agrees to inform City and GIAEDC of any changes in Company's address, telephone number, email address or leadership within three (3) business days of such changes. Company also agrees to fully respond within fifteen (15) calendar days to any request for information from City and/or GIAEDC related to Company's compliance with the terms of this Agreement. All responses to inquiries shall be in writing and provided to City and GIAEDC at the following addresses:

Grand Island City Administrator
100 East First Street
P.O. Box 1968
Grand Island, NE 68802-1968
Cityadministrator@grand-island.com

Grand Island Area Economic Development Corporation
123 North Locust Street, Suite 201B
P.O. Box 1151
Grand Island, NE 68802
mberlie@grandisland.org

13. Indemnification. Company agrees to indemnify, defend and hold City, GIAEDC and their employees, officers, directors, agents, attorneys, affiliates and their respective successors and assigns (collectively, the "Indemnified Parties") harmless from and against any and all loss, liability, obligation, damage, penalty, judgment, claim, deficiency and expense (including interest, penalties, attorneys' fees and amounts paid in settlement) to which the Indemnified Parties may become subject arising out of or based upon a breach or default by Company of this Agreement.

14. Expenses. The Parties shall all pay their respective expenses incident to the preparation, execution and consummation of this Agreement.

15. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns (including, without limitation, any purchaser of, or successor to, Company whether by purchase, merger, consolidation, reorganization, liquidation or any other type of transaction).

16. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. Non-Waiver. Waiver of or acquiescence by City and/or GIAEDC in any default by Company, or any failure of City and/or GIAEDC to insist upon strict performance by Company of any warranties, agreements or other obligations contained in this Agreement shall not constitute a waiver of any subsequent or other default, failure or waiver of strict performance, whether similar or dissimilar.

18. Relationship of Parties. The Parties have entered into this Agreement solely for the purposes set forth in this Agreement. Nothing contained in this Agreement shall be construed to create or imply any (a) partnership or joint venture by or among of the Parties, or (b) any principal and agency relationship by or among the Parties.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Nebraska, without giving effect to its conflict of laws principles.

20. Entire Agreement. This Agreement and the documents referred to in this Agreement constitute the entire agreement of the Parties respecting the subject matter contained in this Agreement and supersede any prior offers, understandings, agreements or representations by and between the Parties, written or oral, which may have related to the subject matter of this Agreement in any way.

21. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first above written.

GIX Logistics, Inc., a Nebraska corporation

By: _____
Its: _____

City of Grand Island, Nebraska

By: _____
Its: _____

Grand Island Area Economic Development
Corporation

By: _____
Its: _____



Grand Island Area

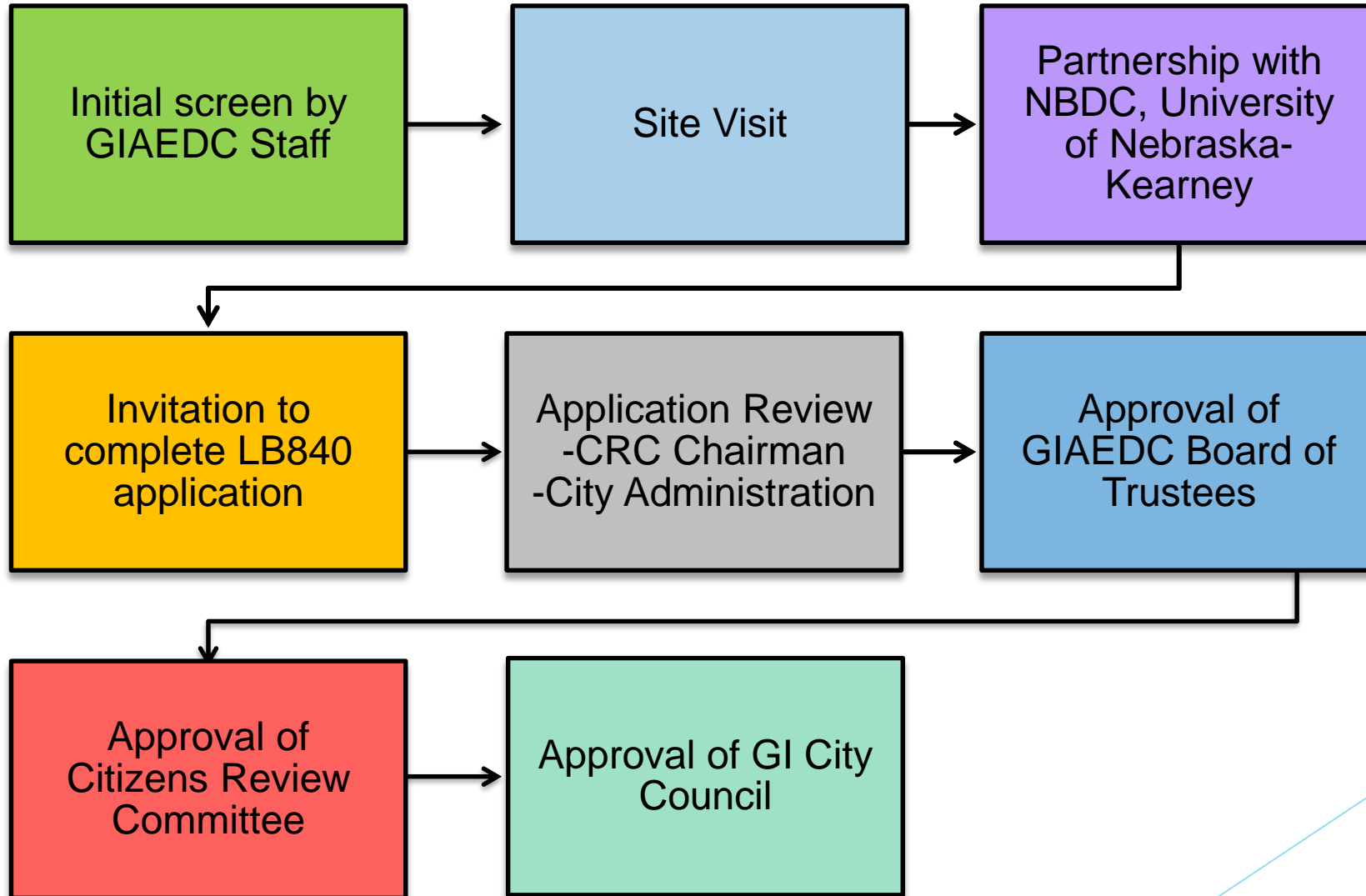
Economic Development Corporation



LB840 Balance as of 2/22/2019	\$1,616,920.06
Borer Wholesale	(\$13,000)
Inland Truck Parts	(\$108,000)
Hendrix Genetics	(\$238,334)
EDC Operating Funds	(\$87,000)
Ending LB840 Balance	\$1,170,086.06



LB840 Application Process



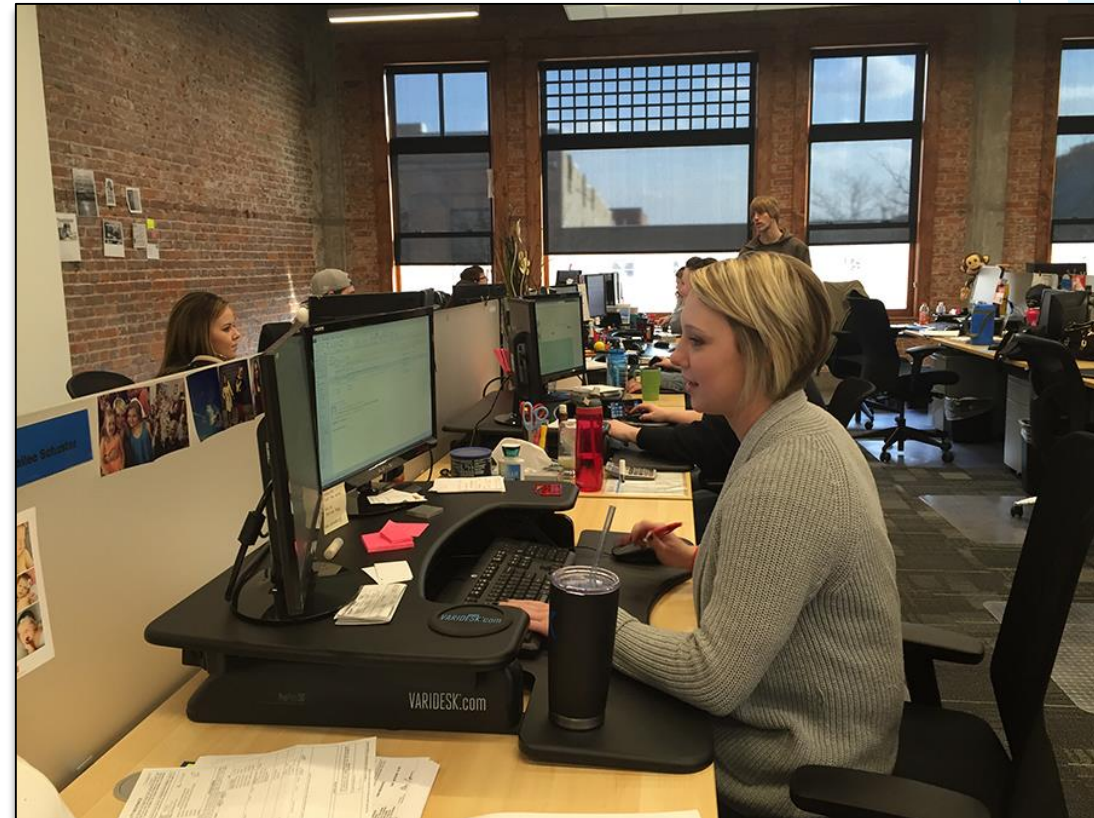


- ▶ Located @ 308 West Third Street
- ▶ GIX Logistics is in the business of transportation, logistics, and distribution across the country.
 - ▶ Hired first broker in 2012 & has steadily grown in Grand Island
- ▶ 75% of GIX's customers are located outside the State of Nebraska, thus increasing interstate commerce in to the community.





- ▶ 2015: renovated 2nd floor of Kaufman building
- ▶ Top 75 freight brokerages
- ▶ 2015 LB840 contract will be successfully completed in June 2019.
 - ▶ Added 26 new jobs





- ▶ Add 12 new positions
 - ▶ Inside Sales Representatives
 - ▶ Increase employee count to 70 in Railside office

- ▶ Average of \$30 / hour

Project Investment:

New Machinery/ Equipment	\$86,150
Other	\$39,600
TOTAL INVESTMENT	\$125,750



▶ Proposed LB840 Incentive

- ▶ Job Creation: \$280,000
- ▶ Job Training: \$20,000
- ▶ Infrastructure: \$0,000
- ▶ **TOTAL:** **\$300,000**
 - ▶ Disbursed incrementally through 2022
 - ▶ After completion of workforce audits



Proposed LB840 Distribution Schedule

Year	LB840 Category	LB840 Funds Distributed
2019	Job Training	\$6,666
2020	Job Training Job Creation	\$100,000
2021	Job Training Job Creation	\$100,000
2022	Job Creation	\$93,334
TOTAL		\$300,000



Eligible Business Activities:

1. The manufacturer of articles of commerce
2. The conduct of research and development
3. The processing, storage, transport, or sale of goods or commodities which are sold or traded in interstate commerce
4. **The sale of services in interstate commerce**
5. Headquarter facilities relating to eligible activities as listed in this section
6. Telecommunication activities
7. End destination tourism-related activities



- ▶ Request to approve GIX Logistics' LB840 application for \$300,000 over a four-year contract period.

Thank You

For your consideration & dedication to Grand Island

RESOLUTION 2019-172

WHEREAS, on November 6, 2012, the City of Grand Island adopted an Economic Development Program and a Citizens Advisory Review Committee to oversee the process of approving applications for economic development incentives; and

WHEREAS, GIX Logistics, Inc. has applied for a forgivable loan for job creation and training in the amount of \$300,000.00 from the Grand Island Area Economic Development Corporation in accordance with the Economic Development Program; and

WHEREAS, such application has been approved by the executive committee of the Economic Development Corporation on March 29, 2019 and was approved on April 22, 2019 by the Citizens Advisory Review Committee; and

WHEREAS, GIX Logistics, Inc. will be required to meet or exceed employment numbers and employee salary levels as outlined in the Economic Development Agreement to retain all of the economic incentives granted under the agreement; and

WHEREAS, it is in the best interests of the City to provide economic development funding to GIX Logistics, Inc. as provided by the Grand Island Economic Development Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Economic Development Agreement by and between the City, the Grand Island Area Economic Development Corporation and GIX Logistics, Inc., to provide \$300,000.00 in economic assistance to GIX Logistics, Inc. to be used for expanding its business in Grand Island, 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, May 14, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 10, 2019	☐ City Attorney



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item J-1

**Approving Payment of Claims for the Period of April 24, 2019
through May 14, 2019**

*The Claims for the period of April 24, 2019 through May 14, 2019 for a total amount of \$5,375,476.43.
A MOTION is in order.*

Staff Contact: Patrick Brown



City of Grand Island
Tuesday, May 14, 2019
Council Session/Budget Work Session

Item S-1

Review of the 2019-2020 Fee Schedule

Staff Contact: Patrick Brown

Proposed Fee Schedule for FY2019-2020 Budget Year

	2015	2016	2017	2018	2019	Proposed 2020	% Increase
Administration							
Board of Adjustment Prior to Construction	200.00	200.00	200.00	200.00	200.00	200.00	0.00%
Board of Adjustment After Construction/No Building Permit	350.00	350.00	350.00	350.00	350.00	350.00	0.00%
Board of Adjustment After Construction/Not Conform	500.00	500.00	500.00	500.00	500.00	500.00	0.00%
Conditional Use Permit	1000.00	1000.00	1000.00	1000.00	1000.00	1000.00	0.00%
Election Filing Fees - City Council	1% of salary	1% of salary	1% of salary	1% of salary	1% of salary	1% of salary	
Election Filing Fees - Mayor	1% of salary	1% of salary	1% of salary	1% of salary	1% of salary	1% of salary	
Haulers Permit (annual) Garbage	225.00	225.00	225.00	225.00	225.00	250.00	11.11%
Haulers Permit (annual) Refuse	75.00	75.00	75.00	75.00	75.00	100.00	33.33%
Pawnbroker License (annual)	100.00	100.00	100.00	100.00	100.00	110.00	10.00%
Pawnbroker Occupational Tax (annual)	100.00	100.00	100.00	100.00	100.00	110.00	10.00%
Blight Study Adoption	600.00	1100.00	1100.00	1100.00	1100.00	1100.00	0.00%
Redevelopment Plan Adoption	600.00	1100.00	1100.00	1100.00	1100.00	1100.00	0.00%
Redevelopment Plan Amendment	600.00	1100.00	1100.00	1100.00	1100.00	1100.00	0.00%
Register of Deeds Filing fee	10.00 first page 6.00 each add'l page	10.00 first page 6.00 each add'l page	10.00 first page 6.00 each add'l page	10.00 first page 6.00 each add'l page	10.00 first page 6.00 each add'l page	10.00 first page 6.00 each add'l page	0.00%
Liquor Licenses - Occupational Tax (annual)*							
Class A Retail beer, on sale*	200.00	200.00	200.00	200.00	200.00	200.00	0.00%
Class B Retail beer, off sale*	200.00	200.00	200.00	200.00	200.00	200.00	0.00%
Class C Retail liquor, on/off sale*	600.00	600.00	600.00	600.00	600.00	600.00	0.00%
Class D Retail liquor/beer, off sale*	400.00	400.00	400.00	400.00	400.00	400.00	0.00%
Class I Retail liquor, on sale*	500.00	500.00	500.00	500.00	500.00	500.00	0.00%
Class L Brew Pub*	500.00	500.00	500.00	500.00	500.00	500.00	0.00%
Class Z Micro Distiller LB-549*	500.00	500.00	500.00	500.00	500.00	500.00	0.00%
Catering Fee							
Liquor License - School Fees (annual)*				200.00	200.00	200.00	0.00%
Class A Retail beer, on sale*	100.00	100.00	100.00	100.00	100.00	100.00	0.00%
Class B Retail beer, off sale*	100.00	100.00	100.00	100.00	100.00	100.00	0.00%
Class C Retail liquor, on/off sale*	300.00	300.00	300.00	300.00	300.00	300.00	0.00%
Class D Retail Liquor, Off sale*	200.00	200.00	200.00	200.00	200.00	200.00	0.00%
Class I Retail Liquor, on sale*	250.00	250.00	250.00	250.00	250.00	250.00	0.00%
Advertising Fee*	10.00	10.00	10.00	10.00	10.00	10.00	0.00%
Special Designated Liquor License*	80.00	80.00	80.00	80.00	80.00	80.00	0.00%
Natural Gas Company Rate Filing Fee	500.00	500.00	500.00	500.00	500.00	500.00	0.00%
Certified copy	1.50	1.50	1.50	1.50	1.50	1.50	0.00%
Telecommunications Registration Fee (5 years)						500.00	
*Fees regulated by State of Nebraska							
ANIMAL CONTROL SERVICES							
Pet License Fee - Un-neutered/un-spayed	41.00	41.00	41.00	41.00	41.00	41.00	0.00%
Pet License Fee - Neutered/Spayed	16.00	16.00	16.00	16.00	16.00	16.00	0.00%
Licensed after January 31				add \$10.00 to above fees	add \$10.00 to above fees	add \$10.00 to above fees	0.00%
**\$5.00 per license retained by registered veterinarian making sale							
Pet License Replacement Fee	5.00	5.00	5.00	5.00	5.00	5.00	0.00%
Legal Proceeding holding fee	20.00+tax per day	20.00+tax per day	20.00+tax per day	20.00+tax per day	20.00+tax per day	20.00+tax per day	0.00%
Deemed "Potentially Dangerous" fee	100.00	100.00	100.00	100.00	100.00	100.00	0.00%

Proposed Fee Schedule for FY2019-2020 Budget Year

	2015	2016	2017	2018	2019	Proposed 2020	% Increase
BUILDING DEPARTMENT							
Building Permit Fee, Electrical Permit Fee, Gas Permit Fee, Plumbing Permit Fee, Sign Permit Fee: Based on Valuation							
Estimated Valuations:							
1.00 - 1,600.00	35.00	35.00	35.00	35.00	35.00	36.00	2.86%
1,601.00 - 1,700.00	37.00	37.00	37.00	37.00	37.00	38.00	2.70%
1,701.00 - 1,800.00	39.00	39.00	39.00	39.00	39.00	40.00	2.56%
1,801.00 - 1,900.00	41.00	41.00	41.00	41.00	41.00	42.00	2.44%
1,901.00 - 2,000.00	43.00	43.00	43.00	43.00	43.00	44.00	2.33%
2,001 - 25,000 For each additional 1,000 or fraction, to and including 25,000	43.00 plus 7.25	43.00 plus 7.25	43.00 plus 7.40	43.00 plus 7.40	43.00 plus 7.40	44.00 plus 7.60	4.98%
25,001 - 50,000 For each additional 1,000 or fraction, to and including 50,000	209.75 plus 5.00	209.75 plus 5.00	218.35 plus 5.15	218.35 plus 5.15	218.35 plus 5.15	218.80 plus 5.30	3.12%
50,001 - 100,000 For each additional 1,000 or fraction, to and including 100,000	334.75 plus 3.75	334.75 plus 3.75	345.80 plus 3.85	345.80 plus 3.85	345.80 plus 3.85	351.30 plus 3.95	4.13%
100,001 and up For each additional 1,000 or fraction	522.25 plus 3.25	522.25 plus 3.25	537.80 plus 3.35	537.80 plus 3.35	537.80 plus 3.35	548.80 plus 3.45	5.03%
Plan Review Fee, Commercial (percentage of building permit fee)	50%	50%	50%	50%	50%	50%	0.00%
Plan Review Fee, Residential (percentage of building permit fee)	10%	10%	10%	10%	10%	10%	0.00%
Inspections outside of normal business hours*	75.00	75.00	75.00	75.00	75.00	75.00	0.00%
Reinspection Fee*	50.00	50.00	50.00	50.00	50.00	50.00	0.00%
Inspection for which no fee is specifically indicated*	50.00	50.00	50.00	50.00	50.00	50.00	0.00%
Additional plan review required by changes, additions or revisions to approve plans (minimum charge, one hour)*	100.00	100.00	100.00	100.00	100.00	100.00	0.00%
*Or the hourly cost to the jurisdiction, whichever is greater. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of all the employees involved							
Contractor Registration - New and Renewal for Electrical, Mechanical, Plumbing, Sign, Soft Water, Mover and Wrecker	100.00	100.00	100.00	100.00	100.00	100.00	0.00%
New Contractor Set up fee	100.00	100.00	100.00	100.00	100.00	100.00	0.00%
Registration card - Electrical, Mechanical, Plumbing: Master or Journeyman	20.00	20.00	20.00	20.00	20.00	25.00	25.00%
License: Mechanical, Plumbing, Soft Water - Master	50.00	50.00	50.00	50.00	50.00	50.00	0.00%
License: Mechanical, Plumbing, Soft Water - Journeyman	25.00	25.00	25.00	25.00	25.00	25.00	0.00%
Board of Appeals application: Building, Electrical, Mechanical, Plumbing	50.00	50.00	50.00	50.00	50.00	55.00	10.00%
Board of Appeals - Review of Decision/Test Fees: Building, Electrical, Mechanical, Plumbing	50.00	50.00	50.00	50.00	50.00	55.00	10.00%
Investigation Fee	50.00 or cost of permit	50.00 or cost of permit	50.00 or cost of permit	50.00 or cost of permit	50.00 or cost of permit	55.00 or cost of permit	10.00%
Mobile Home Park Registration (annual)							
Park with Facilities for 2 - 3 Mobile Homes	100.00	100.00	100.00	100.00	100.00	125.00	25.00%
Park with Facilities for 4 - 15 Mobile Homes	125.00	125.00	125.00	125.00	125.00	150.00	20.00%
Park with Facilities for 16 - 25 Mobile Homes	150.00	150.00	150.00	150.00	150.00	175.00	16.67%
Park with Facilities for 26 - 50 Mobile Homes	175.00	175.00	175.00	175.00	175.00	200.00	14.29%
Park with Facilities for 51 - 100 Mobile Homes	225.00	225.00	225.00	225.00	225.00	250.00	11.11%
Park with Facilities for over 100 Mobile Homes	250.00	250.00	250.00	250.00	250.00	300.00	20.00%
Mobile Sign Permit Fee for Special Event	N/C	N/C	N/C	N/C	100.00	100.00	0.00%
Mobile Sign Permit Fee for 45 days	N/C	N/C	N/C	N/C	150.00	150.00	0.00%
Temporary Buildings	N/C	N/C	N/C	N/C	100.00	100.00	0.00%
Water Well Registration (Groundwater Control Area Only)	N/C	N/C	N/C	N/C	50.00	50.00	0.00%

Proposed Fee Schedule for FY2019-2020 Budget Year

	2015	2016	2017	2018	2019	Proposed 2020	% Increase
License Agreement	SEE PUBLIC	SEE PUBLIC	SEE PUBLIC	SEE PUBLIC	SEE PUBLIC	SEE PUBLIC	
Denial of application for license agreement	WORKS	WORKS	WORKS	WORKS	WORKS	WORKS	
EMERGENCY MANAGEMENT							
Alarm Registration Fee (yearly)	110.00	110.00	110.00	110.00	110.00	125.00	13.64%
Digital Alarm Monitoring Fee (yearly-registration fee included)	250.00	275.00	275.00	275.00	275.00	300.00	9.09%
False Alarms (each)	115.00	115.00	115.00	115.00	115.00	120.00	4.35%
Audio Tapes (per tape, includes search costs)	28.00	28.00	28.00	28.00	28.00	30.00	7.14%
Video Alarm Monitor	1750.00	1750.00	1750.00	1750.00	1750.00	1850.00	5.71%
Emergency Medical Dispatch Protocol included in billing	36.00	36.00	36.00	36.00	36.00	40.00	11.11%
Alarm Activity Report Fee		10.00	10.00	10.00	10.00	15.00	50.00%
FINANCE DEPARTMENT FEES							
Returned Check Charge (All City Departments)	35.00	35.00	50.00	50.00	50.00	50.00	0.00%
FIRE DEPARTMENT FEES							
Gas leak calls that originate from Northwestern Energy which are found not to be an interior leak and with no threat to life or property	165.00	165.00	165.00	190.00/hr	190.00/hr	200.00/hr	5.26%
Heavy rescue response (extrication)				250.00/hr	250.00/hr	Eliminate	
Collision Response Fee (engine company)				500.00/hr	500.00/hr	Eliminate	
False Alarm fee for commercial alarm systems of more than three in 12 consecutive months	165.00	165.00	165.00	165.00	165.00	180.00	9.09%
Site assessment fee open burn	100.00	100.00	100.00	200.00	200.00	220.00	10.00%
Special display fireworks permit fee	100.00	100.00	100.00	200.00	200.00	220.00	10.00%
Pyrotechnics fee	200.00	200.00	200.00	200.00	200.00	220.00	10.00%
Environmental site assessment fee	25.00	25.00	25.00	25.00	25.00	30.00	20.00%
Inspection callback fee for code violation requiring three or more visits	50.00	50.00	50.00	50.00	50.00	60.00	20.00%
Nuisance Engine company run fee	100.00	100.00	100.00	190.00	190.00	200.00	5.26%
Copy of Fire Report	10.00	10.00	10.00	10.00	10.00	10.00	0.00%
Open Burning Permits	10.00	10.00	10.00	10.00	10.00	10.00	0.00%
Underground tank installation and/or closure fee per tank			75.00	75.00	75.00	100.00	33.33%
Underground tank inspection (once every 3 years)				200.00	200.00	220.00	10.00%
Education Fees							
Fire Extinguisher Class	50.00 minimum (up to 5 students) + 10.00 for each additional student	50.00 minimum (up to 5 students) + 10.00 for each additional student	50.00 minimum (up to 5 students) + 10.00 for each additional student	50.00 minimum (up to 5 students) + 10.00 for each additional student	50.00 minimum (up to 5 students) + 10.00 for each additional student	75.00 minimum (up to 5 students) + 10.00 for each additional student	50.00%
CPR BLS Health Care Provider New (per 6 people, books not included) Books are 12.00 each	184.00	184.00	184.00	184.00	184.00	200.00	8.70%
CPR Class Recertification (per 6 people, books are not included) Books are 12.00 each	134.00	134.00	134.00	134.00	134.00	150.00	11.94%
HeartSaver AED (per 6 people, books not included) Books are 12.00 each	151.00	151.00	151.00	151.00	151.00	165.00	9.27%
CPR for family/friends: All ages (per 6 people, books not included) Books are 7.50/5 books	84.00	84.00	84.00	84.00	84.00	95.00	13.10%
HeartSaver CPR, AED and First Aid (per 6 people, books not included) Books are 13.95 each	284.00	284.00	284.00	284.00	284.00	300.00	5.63%

Proposed Fee Schedule for FY2019-2020 Budget Year

	2015	2016	2017	2018	2019	Proposed 2020	% Increase
Temporary Structures							
Tents over 200 sq ft	50.00	50.00	50.00	100.00	100.00	110.00	10.00%
Canopies over 400 sq ft	50.00	50.00	50.00	100.00	100.00	110.00	10.00%
Child Care Inspection*							
Consultation	N/A	N/A	N/A	50.00	50.00	60.00	20.00%
0-8 people	N/A	N/A	N/A	40.00	40.00	50.00	25.00%
0-12 people	50.00	50.00	50.00	50.00	50.00	60.00	20.00%
13 + people	100.00	100.00	100.00	75.00	75.00	85.00	13.33%
Fire Department Patch Request Fee							
	5.00	5.00	5.00	5.00	5.00	Eliminate	
Fire Safety Inspection Fees							
Major Event Life Safety Inspection Fee	100.00 per event	100.00 per event	100.00 per event	100.00 per event	100.00 per event	125 per event	25.00%
State Fair Inspection Fee	1000.00/yr	1000.00/yr	1000.00/yr	1500.00/yr	1500.00/yr	1600.00/yr	6.67%
Hall County Fair Inspection Fee	500.00/yr	500.00/yr	250.00/yr	250.00/yr	250.00/yr	275.00/yr	10.00%
Occupancy Use Permit Fee (once every three years)				Refer to fire dept graduated scale	Refer to fire dept graduated scale	Refer to fire dept graduated scale	
Liquor Inspection (each)*							
Consumption	100.00	100.00	100.00	100.00	100.00	125.00	25.00%
Non-consumption	50.00	50.00	50.00	50.00	50.00	75.00	50.00%
Hospital, Nursing Home, Health Care (each inspection)*							
50 beds or less*				50.00	50.00	50.00	0.00%
51-100 beds*	100.00	100.00	100.00	100.00	100.00	100.00	0.00%
101 or more beds*	150.00	150.00	150.00	150.00	150.00	150.00	0.00%
Foster Care Homes*	50.00	50.00	50.00	40.00	40.00	40.00	0.00%
Building Department Fee Blue Print Review, Commercial Fire Safety (each review)	25%	25%	25%	50%	50%	50%	0.00%
For duplicate building plans submitted within one (1) year of the review of the original plans	20%	20%	20%	20%	20%	20%	0.00%
Alarm System Review	75.00	75.00	75.00	100.00	100.00	125.00	25.00%
Sprinkler System Review	\$50.000/Riser +25.00/design area	\$50.000/Riser +25.00/design area	\$50.00/Riser +25.00/design area	\$100.00/Riser +50.00/design area	\$100.00/Riser +50.00/design area	\$125.00/Riser +50.00/design area	25.00%
Hood System Review	50.00	50.00	50.00	100.00	100.00	125.00	25.00%
Suppression System (other)	50.00	50.00	50.00	100.00	100.00	125.00	25.00%
Fireworks Permit	550.00	550.00	550.00	550.00	550.00	550.00	0.00%
*Fees regulated by State of Nebraska							
Standby Fees							
Fire Engine//Rescue Company (3 employees + truck)	165.00 per hour 2 hour minimum	165.00 per hour 2 hour minimum	190.00/hr 2 hour minimum	195.00/hr 2 hour minimum	195.00/hr 2 hour minimum	210.00/hr 2 hour minimum	7.69%
Fire Safety Standby	75.00/hr	75.00/hr	75.00/hr	75.00/hr	75.00/hr	100.00/hr	33.33%
Provide Emergency Services at planned event without Ambulance	75.00 per hour 2 hour minimum	75.00 per hour 2 hour minimum	75.00 per hour 2 hour minimum	75.00 per hour 2 hour minimum	75.00 per hour 2 hour minimum	100.00 per hour 2 hour minimum	33.33%
Ambulance (2 employees + ambulance)	110.00 per hour 2 hour minimum	110.00 per hour 2 hour minimum	125.00 per hour 2 hour minimum	125.00 per hour 2 hour minimum	125.00 per hour 2 hour minimum	140.00 per hour 2 hour minimum	12.00%

Proposed Fee Schedule for FY2019-2020 Budget Year

	2015	2016	2017	2018	2019	Proposed 2020	% Increase
AMBULANCE DIVISION							
Per call BLS (Basic Life Support) for non-emergency transportation, one way, 14.00 per mile	462.00	462.00	462.00	504.00	504.00	520.00	3.17%
Per call for BLS emergency transportation, plus mileage, one way. 14.00 per mile	740.00	740.00	740.00	807.00	807.00	832.00	3.10%
Per call for ALS (Advanced Life Support) Level 1 (ALS 1) non-emergency service, plus mileage. One way, 14.00 per mile	555.00	555.00	555.00	605.00	605.00	624.00	3.14%
Per call for ALS Level 1 (ALS 1) emergency service, plus mileage, one way. 14.00 per mile	878.00	878.00	878.00	958.00	958.00	988.00	3.13%
Per call for ALS Level 2 (ALS 2) Advanced care, emergency service, plus mileage, one way. 14.00 per mile	1271.00	1271.00	1271.00	1386.00	1386.00	1430.00	3.17%
Per call for ALS emergency service when patient is not transported but some service is rendered; (plus supplies)	365.00	365.00	365.00	365.00	365.00	400.00	9.59%
Additional Attendant	221.00	221.00	221.00	221.00	221.00	250.00	13.12%
Specialty Care Transport	803.00	803.00	803.00	N/A	N/A	N/A	
Mileage Fee, per patient mile	14.00	14.00	14.00	17.00	17.00	20.00	17.65%
Lift Assist call to Care Facility	85.00	85.00	85.00	85.00	85.00	100.00	17.65%
Transportation for Flight Crew from Airport to Hospital and Back	300.00 Per Round Trip	300.00 Per Round Trip	300.00 Per Round Trip	300.00 Per Round Trip	300.00 Per Round Trip	350.00 Per Round Trip	16.67%
The Fire Chief is authorized to negotiate ambulance fees based on insurance agreements, medicare and medicaid maximum allowable charges or when its in the best interest of the City.							
Mayor and Council have established fees for certain medical supplies used for ambulance calls based on prices currently charged by Saint Francis Medical Center. The Fire Chief is authorized to adjust prices and add or delete products as necessary.							
PARAMEDIC SERVICE RATES							
Oxygen	53.00	53.00	53.00	53.00	53.00	59.00	11.32%
O.B. Kits	17.00	17.00	17.00	17.00	17.00	20.00	17.65%
Splints (air and/or hare traction)	22.00	22.00	22.00	22.00	22.00	26.00	18.18%
Spinal Immobilization	86.00	86.00	86.00	86.00	86.00	95.00	10.47%
Advanced Airway	131.00	131.00	131.00	131.00	131.00	150.00	14.50%
IV1 (if single IV is started)	51.00	51.00	51.00	51.00	51.00	56.00	9.80%
IV2 (multiple IV's started)	86.00	86.00	86.00	86.00	86.00	95.00	10.47%
Bandages	12.00	12.00	12.00	12.00	12.00	15.00	25.00%
Combo Pad	46.00	46.00	46.00	46.00	46.00	50.00	8.70%
Resq Pod	100.00	100.00	100.00	N/A	N/A	N/A	
Bone drill	110.00	110.00	110.00	110.00	110.00	125.00	13.64%
Suction	12.00	12.00	12.00	12.00	12.00	15.00	25.00%
LIBRARY							
Overdue charge on Library Materials (per item per day)	.15 Juvenile .30 Adult	.15 Juvenile .30 Adult	.15 Juvenile .30 Adult	.15 Juvenile .30 Adult	.15 Juvenile .30 Adult	.15 Juvenile .30 Adult	0.00%
Interlibrary loan per item (plus postage)	2.00	2.00	2.00	2.00	2.00	3.50	75.00%
Photocopy/Computer Print (mono, 8 1/2"x11" or 14")	0.10	0.10	0.10	0.10	0.10	0.10	0.00%
Photocopy/Computer Print (mono, 11"x17")	0.25	0.25	0.25	0.25	0.25	0.25	0.00%
Photocopy/Computer Print (color, 8 1/2"x11")	0.75	0.75	0.75	0.75	0.75	0.75	0.00%
Photocopy/Computer Print (color, 8 1/2"x14")	1.00	1.00	1.00	1.00	1.00	1.00	0.00%
Photocopy/Computer Print (color, 11"x17")	1.50	1.50	1.50	1.50	1.50	1.50	0.00%
Microform Reader-printer copy	0.50	0.50	0.50	0.50	0.50	0.50	0.00%
Replacement Fee for Lost ID Card	1.00/card	1.00/card	1.00/card	1.00/card	1.00/card	1.00/card	
Processing Fee for Lost Material	Replacement Cost	Replacement Cost	Replacement Cost	Replacement Cost	Replacement Cost	Replacement Cost	

Proposed Fee Schedule for FY2019-2020 Budget Year

	2015	2016	2017	2018	2019	Proposed 2020	% Increase
FAX Services							
Outgoing - Staff assisted - U.S. only	1st page 3.00	1st page 3.00	1st page 3.00	1st page 3.00	1st page 3.00	1st page 3.00	0.00%
	additional pages 1.50	additional pages 1.50	additional pages 1.50	additional pages 1.50	additional pages 1.50	additional pages 1.50	0.00%
Incoming - Staff assisted	1st page 2.00	1st page 2.00	1st page 2.00	1st page 2.00	1st page 2.00	1st page 2.00	0.00%
	additional pages 1.00	additional pages 1.00	additional pages 1.00	additional pages 1.00	additional pages 1.00	Additional pages 1.00	0.00%
Outgoing - Self service (Credit/Debit) - U.S.	1st page 1.75	1st page 1.75	1st page 1.75	1st page 1.75	1st page 1.75	1st page 1.75	0.00%
	additional pages 1.00	additional pages 1.00	additional pages 1.00	additional pages 1.00	additional pages 1.00	Additional pages 1.00	0.00%
Outgoing - Self service (Credit/Debit) - International	1st page 3.95	1st page 3.95	1st page 3.95	1st page 3.95	1st page 3.95	1st page 3.95	0.00%
	additional pages 3.45	additional pages 3.45	additional pages 3.45	additional pages 3.45	additional pages 3.45	additional pages 3.45	0.00%
Non-Resident Annual Card Fee	40.00	40.00	40.00	40.00	40.00	40.00	0.00%
Non Resident 3 Month Card Fee	10.00	10.00	10.00	10.00	10.00	10.00	0.00%
Purchase of computer thumb drive	10.00	10.00	10.00	5.00	5.00	5.00	0.00%
Purchase of computer head phones	1.00	1.00	1.00	1.00	1.00	1.00	0.00%
Makerspace Non-Program Library Supplies - NEW							
3-D Printer filament (per gram)					0.10	0.10	
Cricut Machine library-supplied 8 1/2"x11" paper (per sheet)					0.10	0.10	
Cricut Machine library-supplied 8 1/2"x11" card stock (per sheet)					0.30	0.30	
Thermal Laminating (per pouch)							
Bookmark/Index/ID Card					0.15	0.15	
Letter size					0.20	0.20	
Legal size					0.40	0.40	
Button Maker (per button)							
Small (1")					0.10	0.10	
Large (2.25")					0.15	0.15	
Plotter/Large Format Printer/Vinyl Cutter (per foot)					2.50	2.50	
Laser Cutter/Engraver (per piece)							
Cork - 4" round or square					0.45	0.45	
Glassware					1.50	1.50	
Wood - 1/8" thick							
8" x 8"					1.00	1.00	
10" x 10"					1.15	1.15	
12" x 12"					1.50	1.50	
Wood - 1/4" thick							
12" x 12"					2.50	2.50	
PARKS AND RECREATION DEPARTMENT							
CEMETERY DIVISION							
Open/Close Grave (per burial) **oversize vault - add \$150.00**							
Urn Vault over 16" x 16" - Add \$50.00							
Adult	600.00	600.00	700.00	750.00	750.00	800.00	6.67%
Child	250.00	250.00	300.00	310.00	310.00	325.00	4.84%
Ashes	200.00	200.00	250.00	260.00	260.00	275.00	5.77%
Columbarium			200.00	205.00	205.00	225.00	9.76%
Saturday Open/Close (per burial)							
Adult	800.00	800.00	800.00	850.00	850.00	900.00	5.88%
Child	300.00	300.00	340.00	350.00	350.00	375.00	7.14%
Ashes	300.00	300.00	285.00	300.00	300.00	375.00	25.00%
Columbarium			230.00	235.00	235.00	250.00	6.38%

Proposed Fee Schedule for FY2019-2020 Budget Year

	2015	2016	2017	2018	2019	Proposed 2020	% Increase
Burial Space							
One	600.00	600.00	700.00	750.00	750.00	800.00	6.67%
Two	1200.00	1200.00	1400.00	1500.00	1500.00	1600.00	6.67%
One-Half Lot (4 or 5 spaces)	2400.00	2400.00	2800.00	3000.00	3000.00	3200.00	6.67%
Full Lot (8 or 10 spaces)	4800.00	4800.00	5600.00	6000.00	6000.00	6400.00	6.67%
Babyland	150.00	150.00	150.00	155.00	155.00	160.00	3.23%
Cremation Space - Section J	250.00	250.00	300.00	350.00	350.00	400.00	14.29%
Transfer Deed (each new deed)	40.00	40.00	50.00	50.00	50.00	60.00	20.00%
Columbarium 12x12 Niche - Single			600.00	625.00	625.00	650.00	4.00%
Columbarium 12x12 Niche - Double			800.00	825.00	825.00	850.00	3.03%
Columbarium Emblem Engraving						25.00	
Burial Space w/flat markers in Section J							
One	550.00	550.00	600.00	625.00	625.00	650.00	4.00%
Two	1100.00	1100.00	1200.00	1250.00	1250.00	1300.00	4.00%
One-half lot (4-5 spaces)	2200.00	2200.00	2400.00	2500.00	2500.00	2600.00	4.00%
Full lot (8-10 spaces)	4400.00	4400.00	4800.00	5000.00	5000.00	5200.00	4.00%
Cremation Space	250.00	250.00	300.00	325.00	325.00	400.00	23.08%
Headstone Flagging Fee		25.00	25.00	35.00	35.00	40.00	14.29%
RECREATION DIVISION							
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions							
Sports League/Tournaments - Per Team	\$100.00 - 250.00 per session	\$100.00 - 250.00 per session	\$100.00 - 550.00 per session	\$100.00 - 650.00 per session	\$100.00 - 650.00 per session	\$125.00 - 650.00 per session	25.00%
Playground & miscellaneous Programs & camps	0-100.00	0-100.00	0-100.00	0-100.00	0-100.00	25.00-100.00	
Kinder camp & Playground Pals	10.00 per participant	10.00 per participant	10.00 per participant	10.00 per participant	10.00 per participant	12.00 per participant	20.00%
Authorized Provider Red Cross Courses			\$25 - \$200	\$25 - \$200	\$25 - \$200	30 - 200	20.00%
Stolley Park Picnic Shelter (1/2 day)	25.00	25.00	25.00	25.00	30.00	30.00	0.00%
Stolley Park Picnic Shelter (all day)	50.00	50.00	50.00	50.00	60.00	60.00	0.00%
Stolley Park Kitchen (1/2 day)	25.00	25.00	25.00	25.00	30.00	30.00	0.00%
Stolley Park Kitchen (all day)	50.00	50.00	50.00	50.00	60.00	60.00	0.00%
Athletic Field Rental (per field)	50.00	50.00	50.00	50.00	50.00	55.00	10.00%
Athletic Field Preparation (1 time) per field	50.00	50.00	50.00	50.00	50.00	55.00	10.00%
Athletic Field Preparation Additional services per field	25.00-200.00	25.00-200.00	25.00-200.00	25.00-200.00	25.00-200.00	30.00-200.00	20.00%
Youth league per field per day	30.00	30.00	30.00	30.00	15.00	15.00	0.00%
Adult/Select team league per field per day	50.00	50.00	50.00	50.00	35.00	35.00	0.00%
Online reservation practice time per field	10.00/hour	10.00/hour	10.00/hour	10.00/hour	10.00/hour	12.00/hour	20.00%
Soccer Recreational League Field Setup Fee per field					90.00	100.00	11.11%
Soccer Select and Adult League Field Setup Fee per field					150.00	165.00	10.00%

Proposed Fee Schedule for FY2019-2020 Budget Year

	2015	2016	2017	2018	2019	Proposed 2020	% Increase
AQUATICS							
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions							
Lincoln Pool							
Daily Fees - ages 4 & under w/paying adult	Free	Free	Free	Free	Free	Free	0.00%
Daily Fees - ages 5 to 15	3.00	3.00	3.00	3.00	3.00	3.00	0.00%
Daily Fees - ages 16 to 54	4.00	4.00	4.00	4.00	4.00	4.00	0.00%
Daily Fees - ages 55 & Over	3.00	3.00	3.00	3.00	3.00	3.00	0.00%
Lincoln Swimming Lessons per person/per session	25.00	25.00	30.00	30.00	30.00	35.00	16.67%
Season Passes							
Ages 4 and under	free	free	free	free	free	Free	0.00%
Youth ages 5-15	40.00	40.00	40.00	40.00	40.00	45.00	12.50%
Adult ages 16-54	50.00	50.00	50.00	50.00	50.00	55.00	10.00%
Senior age 55+	40.00	40.00	40.00	40.00	40.00	45.00	12.50%
Single parent family	90.00	90.00	90.00	90.00	90.00	95.00	5.56%
Family	115.00	115.00	115.00	115.00	115.00	125.00	8.70%
Private Pool Rental	115.00 per hour	125.00 per hour	150.00 per hour	150.00 per hour	150.00 per hour	175.00 per hour	16.67%
WATER PARK							
Locker/Life Jacket Rental	2.00/daily 3.00 deposit or driver's license	2.00/daily 3.00 deposit or driver's license	2.00/daily 3.00 deposit or driver's license	2.00/daily 3.00 deposit or driver's license	2.00/daily 3.00 deposit or driver's license	3.00/daily 2.00 deposit or driver's license	50.00%
Inner Tube Rental - Single	3.00/daily 1.00 deposit	3.00/daily 1.00 deposit	3.00/daily 1.00 deposit	3.00/daily 1.00 deposit	3.00/daily 1.00 deposit	4.00/daily 1.00 deposit	33.33%
Inner Tube Rental - Double	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit	5.00/daily 1.00 deposit	25.00%
Daily Fees							
Children age 4 & under w/paying adult	Free	Free	Free	Free	Free	Free	0.00%
Children ages 5 to 15	7.00	7.00	7.00	7.00	7.00	8.00	14.29%
Adults ages 16 to 54	8.00	8.00	8.00	8.00	8.00	9.00	12.50%
Adults age 55 and over	7.00	7.00	7.00	7.00	7.00	8.00	14.29%
Family One Day Pass (Family includes two adults and up to four children)	24.00	24.00	24.00	24.00	24.00	30.00	25.00%
Season Passes							
Children ages 5 to 15	75.00	75.00	75.00	75.00	75.00	80.00	6.67%
Adults ages 16 to 54	85.00	85.00	85.00	85.00	85.00	90.00	5.88%
Adults age 55 and over	75.00	75.00	75.00	75.00	75.00	80.00	6.67%
Husband or Wife and Family	160.00	160.00	160.00	160.00	160.00	170.00	6.25%
Family	190.00	190.00	190.00	190.00	190.00	200.00	5.26%
Replace Season Pass	5.00	5.00	5.00	5.00	5.00	10.00	100.00%
Gold Season Passes							
Children ages 5 - 15	95.00	95.00	95.00	95.00	95.00	100.00	5.26%
Adults age 16 to 54	105.00	105.00	105.00	105.00	105.00	110.00	4.76%
Adults age 55 and over	95.00	95.00	95.00	95.00	95.00	100.00	5.26%
Husband or Wife and Family	200.00	200.00	200.00	200.00	200.00	210.00	5.00%
Family	235.00	235.00	235.00	235.00	235.00	250.00	6.38%

Proposed Fee Schedule for FY2019-2020 Budget Year

	2015	2016	2017	2018	2019	Proposed 2020	% Increase
Group Fees - Age Group							
10-29 people 5 to 15	6.75	6.75	6.75	6.75	6.75	7.00	3.70%
10-29 people 16 to 54	7.75	7.75	7.75	7.75	7.75	8.00	3.23%
10-29 people 55 and over	6.75	6.75	6.75	6.75	6.75	7.00	3.70%
30-59 people 5 to 15	6.50	6.50	6.50	6.50	6.50	6.75	3.85%
30-59 people 16 to 54	7.50	7.50	7.50	7.50	7.50	8.00	6.67%
30-59 people 55 and over	6.50	6.50	6.50	6.50	6.50	6.75	3.85%
60+ people 5 to 15	6.25	6.25	6.25	6.25	6.25	6.50	4.00%
60+ people 16 to 54	7.25	7.25	7.25	7.25	7.25	7.50	3.45%
60+ people 55 and over	6.25	6.25	6.25	6.25	6.25	6.50	4.00%
Consignment Program - Island Oasis							
Age 5-15	5.50	5.50	5.50	5.50	5.50	5.75	4.55%
Age 16-55	6.50	6.50	6.50	6.50	6.50	6.75	3.85%
55 - Over	5.50	5.50	5.50	5.50	5.50	5.75	4.55%
Family	22.00	22.00	22.00	22.00	22.00	25.00	13.64%
Pool Rental	425.00/1 hr includes use of inner tubes	425.00/1 hr includes use of inner tubes	475.00/1 hr includes use of inner tubes	475.00/1 hr includes use of inner tubes	475.00/1 hr includes use of inner tubes	500.00/1 hr includes use of inner tubes	5.26%
All day facility rental 12:00 - 9:00 pm	15000.00	15000.00	15000.00	15000.00	15000.00	15000.00	0.00%
Swimming Lessons	25.00 per session	25.00 per session	30.00 per session	30.00 per session	30.00 per session	35.00 per session	16.67%
Souvenir Stand items	1.00-20.00	1.00-20.00	1.00-20.00	1.00-20.00	1.00-20.00	2.00-20.00	100.00%
Concession Stand Items	.50-15.00	.50-15.00	.50-15.00	.50-15.00	.50-15.00	1.00-15.00	100.00%
GOLF COURSE							
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions.							
Weekday Golfing							
9 holes - Seniors 55 and older	13.00	13.00	13.50	14.00	14.00	14.50	3.57%
18 holes - Seniors 55 and older	19.00	19.00	19.75	20.50	20.50	21.00	2.44%
9 holes	15.00	15.00	15.50	16.00	16.00	16.50	3.13%
Additional 9 holes	6.00	6.00	6.25	6.50	6.50	7.00	7.69%
18 holes	21.00	21.00					
Junior Golf-9 holes	10.00	10.00	10.50	11.00	11.00	11.50	4.55%
Junior Golf-18 holes	16.00	16.00	16.75	17.50	17.50	18.00	2.86%
9 holes weekend/holidays			17.75	18.50	18.50	19.00	2.70%
18 holes weekend/holidays	17.00	17.00	24.00	25.00	25.00	27.00	8.00%
Ages 15 and under w/ a paying adult			2.80	2.80	2.80	5.00	78.57%
9 Hole Twilight Rate w/cart				15.00	15.00	18.00	20.00%
Passes (annual) Purchased from December 1 through January 31							
Adult Seven Day	490.00	490.00	510.00	530.00	530.00	550.00	3.77%
Additional Family Member	215.00	215.00	224.00	233.00	233.00	245.00	5.15%
Family Pass	705.00	705.00	733.00	762.00	762.00	775.00	1.71%
Adult Five Day Pass (Mon-Fri only)	370.00	370.00	385.00	400.00	400.00	425.00	6.25%
Junior/Student 7 day pass includes full time college students	155.00	155.00	161.00	192.00	192.00	205.00	6.77%
Senior 7 Day Pass (55 & Older)	285.00	285.00	296.00	333.00	333.00	350.00	5.11%

Proposed Fee Schedule for FY2019-2020 Budget Year

	2015	2016	2017	2018	2019	Proposed 2020	% Increase
Passes (annual) Purchased from February 1 through June 30							
Adult Seven Day	545.00	545.00	567.00	590.00	590.00	610.00	3.39%
Additional Family Member	240.00	240.00	250.00	260.00	260.00	270.00	3.85%
Family Pass	785.00	785.00	816.00	849.00	849.00	880.00	3.65%
Adult Five Day Pass (Mon-Fri only)	410.00	410.00	426.00	443.00	443.00	465.00	4.97%
Junior/Student 7 day pass includes full time college students	170.00	170.00	177.00	209.00	209.00	220.00	5.26%
Senior 7 Day Pass (55 & Older)	315.00	315.00	328.00	366.00	366.00	385.00	5.19%
Golf Car Pass, per rider			495.00	515.00	515.00	535.00	3.88%
Passes (annual) Purchased from July 1 through November 30							
Adult Seven Day	272.50	272.50	283.00	295.00	295.00	305.00	3.39%
Additional Family Member	120.00	120.00	125.00	130.00	130.00	135.00	3.85%
Family Pass	392.50	392.50	408.00	424.00	424.00	440.00	3.77%
Adult Five Day Pass (Mon-Fri only)	205.00	205.00	213.00	222.00	222.00	235.00	5.86%
Junior/Student 7 day pass includes full time college students	85.00	85.00	88.00	117.00	117.00	125.00	6.84%
Senior 7 Day Pass (55 & Older)	157.50	157.50	163.00	195.00	195.00	205.00	5.13%
Golf Car Pass, per rider				258.00	258.00	270.00	4.65%
Capital Maintenance Fee (included in daily green fee)(collected from each player per round played by an individual possessing a season pass)	2.80	2.80	2.80	2.80	2.80	3.25	16.07%
Cart Rental							
9 holes, per rider	10.00	10.00	10.50	11.00	11.00	11.50	4.55%
18 holes, per rider	15.00	15.00	15.50	16.00	16.00	16.50	3.13%
Golf Cart Punch Cards - 9 holes	125.00	125.00	130.00	135.00	135.00	140.00	3.70%
Golf Cart Punch Cards - 18 holes	195.00	195.00	203.00	211.00	211.00	220.00	4.27%
Ages 15 and under with paying adult			No Cost	No Cost	No Cost		
Group Fees/Discount Booklets							
25 - Rounds	425.00	425.00	442.00	460.00	460.00	475.00	3.26%
50 - Rounds	800.00	800.00	832.00	865.00	865.00	900.00	4.05%
Green Fee Discounts for large groups							
25-49 people	5%	5%	5%	5%	5%	5.0%	0.00%
50-100 people	10%	10%	10%	10%	10%	10.0%	0.00%
Over 100 people	15%	15%	15%	15%	15%	15.0%	0.00%

Proposed Fee Schedule for FY2019-2020 Budget Year

	2015	2016	2017	2018	2019	Proposed 2020	% Increase
HEARTLAND PUBLIC SHOOTING PARK							
The Parks & Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions.							
Archery (Adult) Practice range	5.00	5.00	5.00	7.50	7.50	7.75	3.33%
Archery (Youth) Practice range	2.50	2.50	2.50	5.00	5.00	5.25	5.00%
Archery (Adult) 3D Short Course	15.00	15.00	15.00	15.00	15.00	15.50	3.33%
Archery (Adult) 3D Long Course				20.00	20.00	20.50	2.50%
Archery (Youth) 3D Short Course	8.00	8.00	8.00	8.00	8.00	9.00	12.50%
Archery (Youth) 3D Long Course				10.00	10.00	11.00	10.00%
Archery Family Annual Pass		225.00	225.00	225.00	225.00	235.00	4.44%
Archery Adult Annual Pass		130.00	130.00	130.00	130.00	140.00	7.69%
Archery Youth Annual Pass		70.00	70.00	70.00	70.00	80.00	14.29%
Archery Punch Card: 6 visits short course				75.00	75.00	80.00	6.67%
Archery Punch Card: 6 visits long course				100.00	100.00	105.00	5.00%
Adult Skeet/trap per round (25 targets/round)	6.50	6.50	6.50	6.75	6.75	7.00	3.70%
Skeet/Trap - Youth Rate (age 18 & under)	5.00	5.00	5.00	5.25	5.25	5.50	4.76%
Skeet/Trap Punch Card rate - 12 rounds @ 6.67/round	72.75	72.75	72.75	75.75	75.75	78.75	3.96%
Adult Sporting Clays per round (50 targets/round)	18.50	18.50	18.50	19.00	19.00	19.50	2.63%
Adult Sporting Clays per round (100 targets/round)	33.50	33.50	33.50	34.50	34.50	35.50	2.90%
Sporting Clays - Punch Card rate - 6 rounds @ 18.33/round	100.00	100.00	100.00	103.00	103.00	106.00	2.91%
Youth Sporting Clays per round (50 target/round)	13.50	13.50	13.50	14.00	14.00	14.50	3.57%
Youth Sporting Clays per round (100 target/round)	27.00	27.00	27.00	28.00	28.00	29.00	3.57%
Counters - Trap/Skeet (per target)	0.20	0.20	0.20	0.21	0.21	0.25	19.05%
Counters - Sporting clays (per target)	0.30	0.30	0.30	0.31	0.31	0.32	3.23%
Adults 5 Stand per round (25 targets/round)	7.25	7.25	7.25	7.50	7.50	7.75	3.33%
Youth 5 Stand per round (25 targets/round)	5.25	5.25	5.25	5.50	5.50	5.75	4.55%
Daily fee Rifle/Handgun Adult per hour	11.00	11.00	11.00	12.00	12.00	12.75	6.25%
Daily fee Rifle/Handgun Adult per day				15.00	15.00	16.00	6.67%
Daily fee Rifle/Handgun Youth	6.00	6.00	6.00	7.50	7.50	8.00	6.67%
3D Archery Short Range Punch Card (6 days)	51.00	51.00	51.00	75.00	75.00	80.00	6.67%
3D Archery Long Range Punch Cards (6 days)				100.00	100.00	105.00	5.00%
Family Pass Rifle/Handgun (12 months)	175.00	175.00	175.00	195.00	195.00	200.00	2.56%
Rifle Range Rental w/o RSO (Law Enforcement per day)	100.00	100.00	100.00	105.00	105.00	110.00	4.76%
Rifle Range Rental with RSO (Law Enforcement per day)	200.00	200.00	200.00	210.00	210.00	220.00	4.76%
Rifle Range Rental w/o RSO (Business Rate per day)	500.00	500.00	500.00	525.00	525.00	550.00	4.76%
Rifle Range Rental with RSO (Business Rate per day)	600.00	600.00	600.00	630.00	630.00	655.00	3.97%
Golf Cart Rental per round (per rider)	5.00	5.00	5.00	7.00	7.00	8.00	14.29%
Golf Cart Rental per half day	25.00	25.00	25.00	25.00	25.00	30.00	20.00%
Golf Cart Rental per day (4 rider limit)	50.00	50.00	50.00	50.00	50.00	60.00	20.00%
Range time for Instructors with staff 5 per student minimum charge	20.00	20.00	20.00	21.00	21.00	22.00	4.76%
Range time for Instructors without staff per student with no minimum	15.00	15.00	15.00	15.75	15.75	16.00	1.59%
Classroom Rental (Shooting Sports Educational per day)	100.00	100.00	100.00	105.00	105.00	110.00	4.76%
Classroom Rental (Business Rate per day)	200.00	200.00	200.00	210.00	210.00	225.00	7.14%
Classroom Rental with associated shooting event	N/C	N/C	N/C	N/C	N/C	N/C	0.00%
Camping with electricity/water (per night)	25.00	25.00	30.00	35.00	35.00	37.00	5.71%
Camping during events (per night)				45.00	45.00	47.00	4.44%
Camping for Youth no water/electricity (per night)				5.00	5.00	5.00	0.00%
Camping no water/electricity (per night)	5.00	5.00	5.00	10.00	10.00	12.50	25.00%
Off hours Law enforcement training (annual)	1700.00	1700.00	1700.00	1785.00	1785.00	1850.00	3.64%
High School team practice (per target)	0.14	0.14	0.14	0.15	0.15	0.16	6.67%
HPSP reserves the right to adjust trap, skeet and sporting clay fee's in relation to clay target costs							

Proposed Fee Schedule for FY2019-2020 Budget Year

	2015	2016	2017	2018	2019	Proposed 2020	% Increase
Stolley Park Train							
Individual Rates							
Ages 2 and under w/paying adult	Free	Free	Free	Free	Free	Free	
Single rider (4 and over)	2.00	2.00	2.00	2.00	3.00	3.00	0.00%
10 Ride Punch Card	17.50	17.50	17.50	17.50	17.50	20.00	14.29%
25 Ride Punch Card	37.50	37.50	37.50	37.50	37.50	50.00	33.33%
50 Ride Punch Card	62.50	62.50	62.50	62.50	62.50	75.00	20.00%
Unlimited rides	100.00/hour	100.00/hour	100.00/hour	100.00/hour	100.00/hour	150.00/hour	50.00%
Group Rates							
10 to 24 Riders	1.75 each	1.75 each	1.75 each	1.75 each	1.75 each	Eliminate	
25 - 49 Riders	1.50 each	1.50 each	1.50 each	1.50 each	1.50 each	Eliminate	
50 + Riders	1.25 each	1.25 each	1.25 each	1.25 each	1.25 each	Eliminate	
Community Fieldhouse							
Admission & Rental Prices							
Drop In:							
Children under 2	Free	Free	Free	Free	Free	Free	
Children (2-4)	2.00	2.00	2.00	2.00	2.00	2.25	12.50%
Youth (5-15) & Seniors (55 & older)	3.00	3.00	4.00	4.00	4.00	5.00	25.00%
Adults (16-54)	5.00	5.00	6.00	6.00	6.00	6.25	4.17%
Student Pass Discount (Ages 16 and over w/student ID)	4.00	4.00	5.00	5.00	5.00	5.25	5.00%
City League Families "Game Night" & Before 5 pm Mon - Fri							
Children under 2	Free	Free	Free	Free	Free	Eliminate	
Children (2-4)	1.00	1.00	1.00	1.00	1.00	Eliminate	
Youth (5-18) & Seniors (55 & older)	2.00	2.00	3.00	3.00	3.00	Eliminate	
Student Pass (Ages 16 and over w/student ID)			4.00	4.00	4.00	Eliminate	
Adults	4.00	4.00	5.00	5.00	5.00	Eliminate	
(use of entire facility as long as area not previously reserved)							
Rental (Hourly)							
Full Turf Field (Primary hours)	110.00	110.00	110.00	110.00	110.00	115.00	4.55%
Full Turf Field (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00 - 12:00	80.00	80.00	80.00	82.00	82.00	86.00	4.88%
Full Turf Field Tournament (6 hour minimum)	70.00/hr	70.00/hr	70.00/hr	72.00/hr	72.00/hr	75.00/hr	4.17%
Half Turf Field (Primary hours)	60.00	60.00	60.00	60.00	60.00	65.00	8.33%
Half Turf Field Tournament (6 hour minimum)	35.00/hr	35.00/hr	35.00/hr	39.00/hr	39.00/hr	41.00/hr	5.13%
Half Turf Field (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00-12:00	40.00	40.00	40.00	45.00	45.00	47.00	4.44%
Basketball Court (Primary hours)	30.00	30.00	30.00	30.00	30.00	32.00	6.67%
Basketball Court (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00-12:00	20.00	20.00	20.00	22.00	22.00	23.00	4.55%
Basketball Court Tournament (6 hour minimum)	15.00/hr	15.00/hr	15.00/hr	19.00/hr	19.00/hr	20.00	5.26%
Volleyball Court (Primary hours)	20.00	20.00	20.00	20.00	20.00	22.00	10.00%
Volleyball Court (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00-12:00	15.00	15.00	15.00	15.00	15.00	17.00	13.33%
Volleyball Court Tournament (6 hour minimum)	10.00/hr	10.00/hr	10.00/hr	13.00/hr	13.00/hr	15.00/hr	15.38%
Batting Cage Rental							
Hour	25.00	25.00	25.00	25.00	25.00	28.00	12.00%

Proposed Fee Schedule for FY2019-2020 Budget Year

	2015	2016	2017	2018	2019	Proposed 2020	% Increase
League Fees:							
Per Individual Leagues	15.00-120.00	15.00-120.00	15.00-120.00	15.00-120.00	15.00-120.00	20.00-125.00	37.50%
Per Team Leagues	190.00-600.00	190.00-600.00	100.00-600.00	100.00-650.00	100.00-650.00	110.00-650.00	10.00%
Small meeting room	15.00/hr	15.00/hr	15.00/hr	15.00/hr	15.00/hr	17.50/hr	16.67%
Kitchen/large room	30.00/hour	30.00/hour	30.00/hour	30.00/hour	30.00/hour	32.00/hr	6.67%
Birthday Party pkg #1: Half field rental/room rental, up to 20 children (\$3.00 per additional child)	80.00/hour	80.00/hour	80.00-250.00	80.00-250.00	80.00-250.00	84.00-260.00	9.00%
Bouncer rental	20.00/hour	20.00/hour	20.00/hour	20.00/hour	20.00/hour	22.00/hour	10.00%
Facility rental (before or after hours)	150.00/hour	150.00/hour	150.00/hour	150.00/hour	150.00/hour	165.00/hour	10.00%
Overnight Lock in Package	600.00	600.00	600.00	600.00	600.00	630.00	5.00%
Clinics/camps/tournaments	10.00 - 500.00	10.00 - 500.00	10.00 - 600.00	10.00 - 600.00	10.00 - 600.00	15.00-625.00	54.17%
Season Passes for Fieldhouse (October thru April)							
Toddler Pass (ages 2-4)	44.00	44.00	46.00	46.00	46.00	48.00	4.35%
Youth Pass (5-15)	66.00	66.00	70.00	70.00	70.00	73.00	4.29%
Student Pass (Ages 16 and over w/student ID)	88.00	88.00	92.00	92.00	92.00	96.00	4.35%
Adult Pass (16-54)	110.00	110.00	115.00	115.00	115.00	120.00	4.35%
Senior (55+)	66.00	66.00	70.00	70.00	70.00	73.00	4.29%
Season Passes for Fieldhouse (January thru April)							
Toddler Pass (ages 2-4)	28.00	28.00	29.00	29.00	29.00	30.00	3.45%
Youth Pass (ages 5-15)	39.00	39.00	41.00	41.00	41.00	43.00	4.88%
Student Pass (ages 16 and over w/student ID)	50.00	50.00	52.00	52.00	52.00	54.00	3.85%
Adult Pass (ages 16-54)	61.00	61.00	64.00	64.00	64.00	67.00	4.69%
Senior (55+)	39.00	39.00	41.00	41.00	41.00	43.00	4.88%
10 Visit Punch Card							
Toddler (age 2-4) with supervising adult	15.00	15.00		Free	Free	Free	0.00%
Youth (age 5-15)	25.00	25.00	35.00	35.00	35.00	37.00	5.71%
Student (ages 16 and over w/student ID)	35.00	35.00	45.00	45.00	45.00	47.00	4.44%
Adult (ages 16-54)	45.00	45.00	55.00	55.00	55.00	58.00	5.45%
Senior (age 55+)	25.00	25.00	35.00	35.00	35.00	37.00	5.71%
Planning							
Zoning							
Zoning Map Amendment: Grand Island	800.00	800.00	800.00	850.00	850.00	850.00	0.00%
Ordinance Amendment	800.00	800.00	800.00	850.00	850.00	850.00	0.00%
CD, RD, TD Rezoning, Grand Island	800.00	800.00	800.00	850.00	850.00	850.00	0.00%
Subdivisions							
Preliminary Plat	400.00 plus 15.00/lot	400.00 plus 15.00/lot	400.00 plus 15.00/lot	400.00 plus 15.00/lot	400.00 plus 15.00/lot	450.00 plus 15.00/lot	12.50%
Final Plat - Administrative Approval							
Grand Island	50.00	50.00	50.00	50.00	50.00	55.00	10.00%
Final Plat							
Grand Island Jurisdiction	420.00 plus 10.00/lot	420.00 plus 10.00/lot	420.00 plus 10.00/lot	420.00 plus 10.00/lot	420.00 plus 10.00/lot	470.00 plus 10.00/lot	11.90%
Vacation of Plat	250.00	250.00	250.00	250.00	250.00	275.00	10.00%
Lots more than 10 acres							

Proposed Fee Schedule for FY2019-2020 Budget Year

	2015	2016	2017	2018	2019	Proposed 2020	% Increase
Comprehensive Plan							
Map Amendment	800.00	800.00	800.00	850.00	850.00	850.00	0.00%
Text Amendment	800.00	800.00	800.00	850.00	850.00	850.00	0.00%
Publications							
Grand Island Street Directory	15.00	15.00	15.00	15.00	15.00	18.00	20.00%
Comprehensive Plan							
Grand Island	85.00	85.00	85.00	85.00	85.00	100.00	17.65%
Other Municipalities	60.00	60.00	60.00	60.00	60.00	75.00	25.00%
Zoning Ordinances							
Grand Island	30.00	30.00	30.00	30.00	30.00	35.00	16.67%
Other Municipalities	30.00	30.00	30.00	30.00	30.00	35.00	16.67%
Subdivision regulations							
Grand Island	20.00	20.00	20.00	30.00	30.00	35.00	16.67%
Other Municipalities	20.00	20.00	20.00	30.00	30.00	35.00	16.67%
Grand Island							
800 Scale Zoning Map Unassembled	125.00	125.00	125.00	125.00	125.00	150.00	20.00%
Generalized Zoning Map	60.00	60.00	60.00	60.00	60.00	75.00	25.00%
Future Land Use Map	60.00	60.00	60.00	60.00	60.00	75.00	25.00%
Grand Island Street Map	15.00	15.00	15.00	15.00	15.00	20.00	33.33%
Hall County							
Zoning Map Generalized	60.00	60.00	60.00	60.00	60.00	75.00	25.00%
Zoning Map 2" = 1 mile	90.00	90.00	90.00	90.00	90.00	100.00	11.11%
Road Map	15.00	15.00	15.00	15.00	15.00	20.00	33.33%
Wood River, Cairo, Doniphan, Alda							
Basemap	10.00	10.00	10.00	10.00	10.00	15.00	50.00%
Zoning Map	60.00	60.00	60.00	60.00	60.00	75.00	25.00%
Other Maps							
School District Maps	60.00	60.00	60.00	60.00	60.00	75.00	25.00%
Election District Maps	60.00	60.00	60.00	60.00	60.00	75.00	25.00%
Fire District Maps	60.00	60.00	60.00	60.00	60.00	75.00	25.00%
Custom Printed Maps	15.00/sq ft in	15.00/sq ft in	15.00/sq ft in	15.00/sq ft in	15.00/sq ft in	20.00/sq ft in	
Electronic Publications							
GIS Data CD	100.00	100.00	100.00	100.00	100.00	125.00	25.00%
Aerial Photograph CD (MrSID Format)	100.00	100.00	100.00	100.00	100.00	125.00	25.00%
Comprehensive Plans All Jurisdictions	100.00	100.00	100.00	100.00	100.00	125.00	25.00%
Zoning and Subdivision Regulations All Jurisdictions	50.00	50.00	50.00	50.00	50.00	75.00	50.00%
Custom PDF Map	25.00/ 1/2 hr	25.00/ 1/2 hr	25.00/ 1/2 hr	25.00/ 1/2 hr	25.00/ 1/2 hr	30.00/ 1/2 hr	20.00%
Research & Documentation Fee	150.00/hr Minimum 2 hr	150.00/hr Minimum 2 hr	150.00/hr Minimum 2 hr	150.00/hr Minimum 2 hr	150.00/hr Minimum 2 hr	175.00/hr Minimum 2 hr	16.67%
Flood Plane							
Letter of Map Interpretation	20.00	20.00	20.00	20.00	20.00	25.00	25.00%
Review and Submission of LOMR	50.00	50.00	50.00	50.00	50.00	60.00	20.00%

Proposed Fee Schedule for FY2019-2020 Budget Year

	2015	2016	2017	2018	2019	Proposed 2020	% Increase
POLICE DEPARTMENT							
Copy of Public Record Reports/Walk in	2.00/1-5 pages, 1.00 each add'l 5 pages in 5 page increments	2.00/1-5 pages, 1.00 each add'l 5 pages in 5 page increments	2.00/1-5 pages, 1.00 each add'l 5 pages in 5 page increments	3.00/1-5 pages, 1.00 each add'l 5 pages in 5 page increments	3.00/1-5 pages, 1.00 each add'l 5 pages in 5 page increments	\$5.00 per report up to 10 pages, then \$1 each add'l 5 pages in 5 page increments	6.67%
Copy of Public Record Reports/Mail or Fax	4.00/1-5 pages, 1.00 for each add'l 5 pages in 5 page increments	4.00/1-5 pages, 1.00 for each add'l 5 pages in 5 page increments	4.00/1-5 pages, 1.00 for each add'l 5 pages in 5 page increments	5.00/1-5 pages, 1.00 for each add'l 5 pages in 5 page increments	5.00/1-5 pages, 1.00 for each add'l 5 pages in 5 page increments	\$10.00 per report up to 10 pages, then \$1 each add'l 5 pages in 5 page increments	100.00%
Copy of Complete Records Mail/Fax/Email				5.00/ 1-5 pages, 1.00 for each add'l 5 pages in 5 page increments	5.00/ 1-5 pages, 1.00 for each add'l 5 pages in 5 page increments	\$10.00 per report up to 10 pages, then \$1 each add'l 5 pages in 5 page increments	100.00%
Firearms Permit	5.00	5.00	5.00	5.00	5.00	5.00	0.00%
Towing Fee - Day	Actual Cost	Actual Cost	Actual Cost	Actual Cost	Actual Cost	Actual Cost	0.00%
Towing Fee - Night	Actual Cost	Actual Cost	Actual Cost	Actual Cost	Actual Cost	Actual Cost	0.00%
Impoundment Fee for TOWED Vehicle	30.00	30.00	30.00	30.00	30.00	35.00	16.67%
Storage Fee for Impounded Vehicle (per day)	10.00	10.00	10.00	10.00	11.00	12.00	9.09%
Alcohol Test for DUI (each time)	149.15	149.15	149.15	149.15	149.15	149.15	0.00%
Solicitor's Permit (30 day permit)	25.00	25.00	25.00	25.00	25.00	30.00	20.00%
Solicitor's Permit - Application Fee (Nonrefundable)	25.00	25.00	25.00	25.00	25.00	30.00	20.00%
Street Vendor's Permit - Application Fee (Nonrefundable)	25.00	25.00	25.00	25.00	25.00	30.00	20.00%
Street Vendor's Permit - 30 days	25.00	25.00	25.00	25.00	25.00	30.00	20.00%
Street Vendor's Permit - 90 days	60.00	60.00	60.00	60.00	60.00	75.00	25.00%
Street Vendor's Permit - 365 days	200.00	200.00	200.00	200.00	200.00	250.00	25.00%
Traffic Control Request for House/Building Move within City Limits of Grand Island				Overtime Retail Rate for each Officer involved, 2 hr minimum	Overtime Retail Rate for each Officer involved, 2 hr minimum	Overtime Retail Rate for each Officer involved, 2 hr minimum	0.00%
Parking Ramp Permit Fees:							
Lower Level: "Reserved Monthly"	25.00/month	25.00/month	25.00/month	25.00/month	25.00/month	30.00/month	20.00%
Middle & Upper levels: "Reserved Monthly"	15.00/month	15.00/month	15.00/month	15.00/month	15.00/month	Free	
Downtown Metered Parking	20.00 per 120 to 180 minutes	20.00 per 120 to 180 minutes	20.00 per 120 to 180 minutes	20.00 per 120 to 180 minutes	20.00 per 120 to 180 minutes	20.00 per 120 to 180 minutes	0.00%
Additional 60 minutes or fraction thereof	20.00	20.00	20.00	20.00	20.00	20.00	0.00%
Downtown Express Zone Parking	25.00 per 21 to 40 minutes	25.00 per 21 to 40 minutes	25.00 per 21 to 40 minutes	25.00 per 21 to 40 minutes	25.00 per 21 to 40 minutes	25.00 per 21 to 40 minutes	0.00%
Additional 20 minutes or fraction thereof	25.00	25.00	25.00	25.00	25.00	25.00	0.00%
Police Issued Parking Tickets (tickets issued away from downtown)	20.00	20.00	20.00	20.00	20.00	25.00	25.00%
Vehicle Auction Bid Fee (per event)	10.00	10.00	10.00	10.00	10.00	15.00	50.00%
Photographs/E-mail	10.00	10.00	10.00	10.00	10.00	15.00	50.00%
Photographs/CD	15.00	15.00	15.00	15.00	15.00	20.00	33.33%
PUBLIC INFORMATION							
GITV DVD (per segment)	25.00	25.00	25.00	25.00	25.00	30.00	20.00%

Proposed Fee Schedule for FY2019-2020 Budget Year

	2015	2016	2017	2018	2019	Proposed 2020	% Increase
PUBLIC WORKS DEPARTMENT							
ENGINEERING							
Cut and/or Opening Permit	15.00	15.00	20.00	20.00	20.00	25.00	25.00%
Sidewalk and/or Driveway permit	15.00	15.00	20.00	20.00	20.00	25.00	25.00%
Sewer Tap Permit (Breakdown: PW 30.60, Building 59.40)	70.00	70.00	85.00	85.00	85.00	90.00	5.88%
GIS CD Aerial photos on CD or DVD	50.00	50.00	50.00	50.00	50.00	55.00	10.00%
s.f. Paper Prints							
s.f. Mylar Sepia	2.25	2.25	2.25	2.25	2.25	2.50	11.11%
Traffic Count Map	10.00	10.00	10.00	10.00	10.00	12.00	20.00%
Aerial Photos - Individuals, businesses and consultants working for profit	3.50/sq. ft.	3.50/sq. ft.	3.50/sq. ft.	3.50/sq. ft.	3.50/sq. ft.	3.75/sq. ft.	7.14%
Aerial Photos - City Depts, Hall County Depts, other non-profit organizations	.50/sf	.50/sf	.50/sf	.50/sf	.50/sf	.75/sf	50.00%
Directory Map	Planning sells	Planning sells	Planning sells	Planning sells	Planning sells	Planning sells	0.00%
Quarter Section or any part thereof	5.00	5.00	5.00	5.00	5.00	10.00	100.00%
Photo Mosaic (dependent upon number of sections) Minimum of two (2)	15.00	15.00	15.00	15.00	15.00	20.00	33.33%
License Agreement Application (Non-refundable)	100.00	100.00	125.00	175.00	175.00	185.00	5.71%
License Agreement Appeal	50.00	50.00	75.00	100.00	100.00	105.00	5.00%
Sanitary Sewer Engineering Plan Review				1% of project cost	1% of project cost	1% of project cost	0.00%
Storm Sewer Engineering Plan Review (if no paving in project)				1% of project cost	1% of project cost	1% of project cost	0.00%
Permit and Plan Review Fee	50.00 plus 0.07 per ft based on project length	50.00 plus 0.07 per ft based on project length	50.00 plus 0.07 per ft based on project length	0.15% of project cost	0.15% of project cost	0.20% of project cost	33.33%
Large copy prints (minimum \$3.00 charge)	.50/sf	.50/sf	.50/sf	1.00/sf	1.00/sf	1.00/sf	0.00%
Application for vacation of Right-of-Way or Easement (Non-refundable)	100.00	100.00	125.00	175.00	175.00	185.00	5.71%
Investigation Fee (per Section 30-28 of City Code)	70.00	70.00	85.00	100.00	100.00	100.00	0.00%
Late Charge (payment not received within 30 days)				35.00	35.00	35.00	0.00%
TRANSIT DIVISION - NEW							
One-Way Trip (collected by Crane contractor)						2.00	0.00%
STREETS DIVISION							
Pavement cut (sawed), whether bituminous or concrete	4.50/lf + 30.00 callout	4.50/lf + 30.00 callout	5.50/lf + 30.00 callout	5.50/lf + 30.00 callout	5.50/lf + 30.00 callout	6.50/lf + 30.00 callout	18.18%
Curb section milling for driveways	8.50/lf + 30.00 callout and permits	8.50/lf + 30.00 callout and permits	9.00/lf + 40.00 callout & permits	9.00/lf + 40.00 callout & permits	9.00/lf + 40.00 callout & permits	10.00/lf + 40.00 callout & permits	11.11%
Block party closure (waived for "National Night Out")	50.00	50.00		75.00	75.00	75.00	0.00%
Public Event Closure- per day/event					75.00	75.00	0.00%
Rolloff/Shipping Container Placement in Public Right-of-Way					25.00 per week, or any part thereof	25.00/week or any part thereof	0.00%
Storm Sewer Cleaning			250.00/hr	250.00/hr	250.00/hr	275.00/hr	10.00%

Proposed Fee Schedule for FY2019-2020 Budget Year

	2015	2016	2017	2018	2019	Proposed 2020	% Increase
WASTEWATER TREATMENT (as Approved by Ordinance)							
Sewer Tap Permit (See engineering fees)							
Unauthorized connections/re-connections			375.00	375.00	375.00	400.00	6.67%
Sewer Service Charge per month	8.24	8.24	8.24	8.24	8.24	8.24	0.00%
Monthly sewer bill for customers without metered water usage	19.84	19.84	19.84	30.00	30.00	30.00	0.00%
Monthly sewer bill for commercial/industrial customers without metered City water (cost per 100 cubic feet of sewage flow)	3.01	3.28	3.52	3.52	3.52	3.52	0.00%
TV Inspection of Sanitary Sewer (minimum \$100.00 charge)	0.75/foot	0.80/foot	1.00/ft	1.25/ft	1.25/ft	1.30/ft	4.00%
TV Inspection of Sanitary Sewer Service Line (minimum 1 hour)							
-Televising Equipment			200.00/hr	200.00/hr	200.00/hr	210.00/hr	5.00%
-Sanitary Sewer Collection Crew (2 employees)			80.00/hr	80.00/hr	80.00/hr	85.00/hr	6.25%
Sewer Cleaning		250.00/hr	250.00/hr	250.00/hr	250.00/hr	275.00/hr	10.00%
SEPTIC TANK CHARGES							
Charges for Septic Tank Sludge minimum fee	8.40	8.40	8.40	8.40	8.40	8.40	0.00%
Charges for Septic Tank Sludge per 100 gallons	7.40	7.40	7.40	7.40	7.40	7.40	0.00%
Charges for High Strength Septic Sludge per 1,000 gallons	420.00	420.00	420.00	420.00	420.00	420.00	0.00%
FLOW CHARGES (Changes effective 1-1-2012) *							
Cost per 100 Cubic feet of Flow (customers discharging directly into City's Treatment Plant)	1.1800	1.1800	1.1800	1.1800	1.1800	1.18	0.00%
Cost per 100 Cubic feet of Flow (customers using City's collection system)	3.0100	3.2800	3.5200	3.5200	3.5200	3.52	0.00%
Cost per 100 Cubic feet of Flow (low strength customers using City's collection system)	1.9600	2.2300	2.4700	2.4700	2.4700	2.47	0.00%
Non-resident wastewater customers shall be charged 120% of the above flow charges	120%	120%	120%	120%	120%	1.20	0.00%
INDUSTRIAL WASTE SURCHARGES							
BOD Charge \$/lb over 250 mg/l	0.3844	0.3844	0.3248	0.3248	0.3248	0.32	0.00%
SS Charge \$/lb over 250 mg/l	0.2553	0.2533	0.2177	0.2177	0.2177	0.22	0.00%
Oil & Grease \$/lb over 100 mg/l	0.0845	0.0858	0.1519	0.1519	0.1519	0.15	0.00%
Total Kjeldahl Nitrogen (TKN) (\$/lb over 30 mg/l)	0.6314	0.6927	0.0395	0.0395	0.0395	0.04	0.00%
Ammonia (over 30 mg/l)							
Nitrates (over 25 mg/l)	1.881	1.881	1.0299	1.0299	1.0299	1.03	0.00%
BULK INDUSTRIAL WASTE DISCHARGE (per gallon) [negotiated]							
	0.056	0.059	0.062	0.062	0.062	0.06	0.00%
SUMP PUMP WASTE DISPOSAL (per gallon)							
	0.17	0.176	0.19	0.19	0.19	0.19	0.00%
LABORATORY ANALYSIS							
BOD	30.00	36.96	36.96	40.00	40.00	42.50	6.25%
CBOD	30.00	36.96	36.96	40.00	40.00	42.50	6.25%
Chloride	10.00	12.32	12.32	15.00	15.00	16.00	6.67%
Conductivity	7.50	9.24	9.24	9.24	9.24	9.75	5.52%
Nitrogen, Ammonia	9.00	11.09	11.09	12.00	12.00	12.75	6.25%
Nitrogen, TKN	13.50	16.63	16.63	26.00	26.00	27.50	5.77%
Oil and Grease	50.00	61.60	61.60	75.00	75.00	80.00	6.67%
pH	5.00	6.16	6.16	10.00	10.00	10.50	5.00%
Total Suspended Solids	20.00	24.64	24.64	24.64	24.64	26.50	7.55%
Alkalinity	10.00	12.32	12.32	12.32	12.32	13.25	7.55%
Chlorine, Free	10.00	12.32	12.32	12.32	12.32	13.25	7.55%
COD	45.00	55.44	55.44	55.44	55.44	60.00	8.23%

Proposed Fee Schedule for FY2019-2020 Budget Year

	2015	2016	2017	2018	2019	Proposed 2020	% Increase
Nitrogen, Nitrate	20.00	24.64	24.64	24.64	24.64	26.75	8.56%
Phosphorus, Total	20.00	24.64	24.64	24.64	24.64	26.75	8.56%
SAMPLE COLLECTION FEE	30.00	36.96	36.96	40.00	40.00	42.50	6.25%
LOW STRENGTH INDUSTRIAL SERVICE FOUR-PART CHARGES							
BOD Charge (\$/lb over 0 mg/l)	0.3844	0.3844	0.3248	0.3248	0.3248	0.32	0.00%
SS Charge (\$/lb over 0 mg/l)	0.2533	0.2533	0.2177	0.2177	0.2177	0.22	0.00%
Oil & Grease (\$/lb over 0 mg/l)	0.0845	0.0858	0.1519	0.1519	0.1519	0.15	0.00%
Total Kjeldahl Nitrogen (TKN) (\$/lb over 30 mg/l)	0.6314	0.6927	0.0395	0.0395	0.0395	0.04	0.00%
Nitrates (over 25 mg/l)	1.881	1.881	1.0299	1.0299	1.0299	1.03	0.00%
EXCESSIVE POLLUTANT PENALTY							
If a person discharges amounts of permissible pollutants in excess of the amounts permitted in the discharge permit, a penalty of \$1,000.00 per day of violation shall be imposed and paid by the person discharging wastes in violation of the permit	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1100.00	10.00%
HYDROGEN SULFIDE CHARGES							
SOLID WASTE							
Minimum Charge (Landfill) (up to 300 pounds)	5.00	5.00	5.00	5.00	5.00	5.00	0.00%
Minimum Charge (Transfer Station) (up to 260 pounds)	5.00	5.00	5.00	5.00	5.00	5.00	0.00%
Passenger tire	3.25/tire	3.25/tire	3.25/tire	3.25/tire	3.25/tire	4.00/tire	18.75%
Passenger tire on rim	13.25/tire	13.25/tire	13.25/tire	13.25/tire	13.25/tire	15.00/tire	13.21%
Truck tire	10.00/tire	10.00/tire	10.00/tire	10.00/tire	10.00/tire	10.00/tire	0.00%
Truck tire on rim	25.00/tire	25.00/tire	25.00/tire	25.00/tire	25.00/tire	25.00/tire	0.00%
Implement tire	25.00/tire	25.00/tire	25.00/tire	25.00/tire	25.00/tire	25.00/tire	0.00%
Implement tire on rim	50.00/tire	50.00/tire	50.00/tire	50.00/tire	50.00/tire	50.00/tire	0.00%
Special Waste (as designated by Superintendent)* Fee set by Superintendent based on product received	Double the applicable rate	Double the applicable rate	Double the applicable rate	Double the applicable rate	Double the applicable rate	Double the applicable rate	0.00%
Drive Off Fees	25.00	25.00	25.00	25.00	25.00	25.00	0.00%
Appliances	10.00	10.00	10.00	10.00	10.00	10.00	0.00%
Special Event	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	Actual costs	0.00%
LANDFILL SITE							
Asbestos, contaminated soils and other wastes requiring special handling may require Nebraska Department of Environmental Quality pre-approval and notification to landfill.							
General Refuse, solid waste (Residential Packer Truck)	28.33/ton	28.33/ton	28.33/ton	29.46/ton	29.46/ton	30.63/ton	3.97%
General Refuse, solid waste+ and demolition material (Commercial/Rolloffs)	32.14/ton	32.14/ton	32.14/ton	33.43/ton	33.43/ton	34.76/ton	3.98%
Contaminated Soil	15.45/ton	15.45/ton	15.45/ton	16.07/ton	16.07/ton	16.71/ton	3.98%
Street Sweepings	4.12/ton	4.12/ton	4.12/ton	4.29/ton	4.29/ton	4.46/ton	3.96%
Liquid waste - sludge	not accepted	not accepted	not accepted	not accepted	not accepted	not accepted	0.00%
Asbestos	87.55/ton 1 ton minimum	87.55/ton 1 ton minimum	87.55/ton 1 ton minimum	91.05/ton 1 ton minimum	91.05/ton 1 ton minimum	94.69/ton 1 ton minimum	4.00%
Tails & by-products	35.43/ton	35.43/ton	35.43/ton	36.85/ton	36.85/ton	38.32/ton	3.99%
Automotive Fluff	20.60/ton	20.60/ton	20.60/ton	21.43/ton	21.43/ton	21.43/ton	0.00%
Late load fee	25.00/load	25.00/load	25.00/load	25.00/load	25.00/load	25.00/load	0.00%

Proposed Fee Schedule for FY2019-2020 Budget Year

	2015	2016	2017	2018	2019	Proposed 2020	% Increase
Set pricing for special projects with the approval of the Public Works Director and City Administrator							
TRANSFER STATION							
General Refuse, solid waste (Residential Packer Truck)	30.75/ton	30.75/ton	30.75/ton	31.98/ton	31.98/ton	35.18/ton	10.01%
General refuse, solid waste and demolition materials (Commercial/roll-offs and small vehicles)	38.21/ton	38.21/ton	38.21/ton	39.74/ton	39.74/ton	43.71/ton	9.99%
COMPOST SITE							
All materials received at the compost site shall be clean of trash and debris. Plastic bags shall be removed by the hauler							
Grand Island Primary Residential Dwellings - clean grass, leaves or other compostable yard and garden waste, tree limbs/branches	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	0.00%
Commercial Hauler Yard Waste - clean grass, leaves or other Compostable yard and garden waste	38.21/ton	38.21/ton	38.21/ton	39.74/ton	39.74/ton	39.74/ton	0.00%
Commercial Hauler - tree limbs/branches	38.21/ton	38.21/ton	38.21/ton	39.74/ton	39.74/ton	39.74/ton	0.00%
Compost	5.00/cy	5.00/cy	5.00/cy	10.00/cy	10.00/cy	10.00/cy	0.00%
Wood chips/mulch	1.50/cy	1.50/cy	1.50/cy	3.00/cy	3.00/cy	3.00/cy	0.00%
UTILITY SERVICE FEES							
Late Charge (payment not received prior to next billing)	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00	0.00%
Return Check Charge	35.00	35.00	50.00	50.00	50.00	50.00	0.00%
Turn on Charge (electric and water; does not pertain to new connections/transfer of service)	40.00	40.00	50.00	50.00	50.00	50.00	0.00%
Disconnect fee (electric and water for any reason)	35.00	35.00	50.00	50.00	50.00	50.00	0.00%
Backflow Processing Fee	2.00/month	2.00/month	2.00/month	2.00/month	2.00/month	2.00/month	0.00%
Temporary Commercial Electric Service	135.00	135.00	150.00	150.00	150.00	150.00	0.00%
Service Charge (new connections, transfer service)	20.00	20.00	20.00	20.00	20.00	20.00	0.00%
Fire Sprinkler System Connection Fee	93.96/yr	93.96/yr	127.50/yr	127.50/yr	127.50/yr	127.50/yr	0.00%
Temporary Water Meter on Fire Hydrant	100.00	100.00	100.00	100.00	100.00	125.00	25.00%
Locate Stop Box	40.00	40.00	40.00	40.00	40.00	40.00	0.00%
Pole Attachment Fee	4.00/yr	4.00/yr	6.00/yr	6.00/yr	6.00/yr	6.00/yr	0.00%
Bill and collect Sewer (monthly charge)	10450.00	10450.00	10450.00	10450.00	10450.00	10450.00	0.00%
Unauthorized connections/re-connections, meter tampering	375.00	375.00	375.00	375.00	375.00	375.00	0.00%
Engineering Plan Review			1% Project Cost	1% Project Cost	1% Project Cost	1% Project Cost	0.00%
Water Main Taps - 2" or less	115.00	115.00	125.00	125.00	125.00	125.00	0.00%