
City of Grand Island



Tuesday, October 22, 2019 Council Session Agenda

City Council:

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

Mayor:

Roger G. Steele

City Administrator:

Jerry Janulewicz

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 Dan Bremer, Grace Lutheran Church, 545 East Memorial Drive

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, October 22, 2019

Council Session

Item E-1

**Public Hearing on Zoning Change located at 721 West 9th Street
from R4-High Density Residential to B2-General Business Zone
(Juan and Elena Montejo)**

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: October 22, 2019

Subject: Change of Zoning from R4 High Density Residential to B2 General Business

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

Background

The owners of 721 West 9th Street are requesting that the zoning on property be changed from R4 High Density Residential to B2 General Business. They own the car lot across the alley to the south and intend to use this building, formerly a beauty salon, as their office.

Discussion

At the regular meeting of the Regional Planning Commission, held October 2, 2019 the above item was considered following a public hearing.

O'Neill opened the public hearing.

Rashad Moxey, staff planner, presented the case to the planning commission. No members of the public spoke at the meeting.

O'Neill closed the public hearing.\

A motion was made by Monter and second by Robb to approve the zoning change of 721 W. 9th Street (lot 5 of H.G. Clarks Addition) from R4 High Density Residential to B2 General Business Zone.

The motion carried with eleven members in favor (Nelson, Allan, O'Neill, Ruge, Maurer, Robb, Rubio, Monter, Rainforth, Hendrickson, and Randone) 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 ordinance as presented.

Agenda Item 6

PLANNING DIRECTOR RECOMMENDATION TO REGIONAL PLANNING COMMISSION:

October 2, 2019

SUBJECT: *Zoning Change* (C-02-2020GI)

PROPOSAL: The Regional Planning Department staff is recommending a change of zoning be considered for property located at 721 W 9TH Street. An application has been made to rezone BLK 10 LT 5 of H. G. Clarks Addition located south of 9TH Street and east Eddy Street from **R4** High Density Residential to **B2** General Business Zone. The owners intend on using the newly acquired property for office purposes for an existing used car lot located directly south of the property at the intersection of 8TH and Eddy.

OVERVIEW:

Site Analysis

<i>Current zoning designation:</i>	R4- High Density Residential
<i>Permitted and conditional uses:</i>	R4- Residential uses at a density of 43 dwelling units per acre with 60% coverage, recreational uses, non-profit and institutional uses along with agricultural use
<i>Comprehensive Plan Designation:</i>	Mixed Use Commercial
<i>Existing land uses.</i>	Commercial Use
<i>Proposed Zoning Designation</i>	B2- General Business Zone
<i>Intent of zoning district:</i>	B2: The intent of this zoning district is to provide for the service, retail and wholesale needs of the general community. This zoning district will contain uses that have users and traffic from all areas of the community and trade areas, and therefore will have close proximity to the major traffic corridors of the City. Residential uses are permitted at the density of the (R-4) High Density Residential Zoning District.
<i>Permitted and conditional uses:</i>	B2: Residential uses at a density of up to 43 units per acre, a variety of commercial, retail, office and service uses.

Adjacent Properties Analysis

<i>Current zoning designations:</i>	North: R4- High Density Residential, South: B2- General Business Zone, East: R4- Density Residential, West: R4- High Density Residential
<i>Intent of zoning district:</i>	R4: The intent of this zoning district is to provide for residential uses at a maximum density of forty-three dwelling units per acre with supporting community facilities.

This zoning district is also used as a transitional zone between lower density residential zones and office, business, or manufacturing zones.

B2: The intent of this zoning district is to provide for the service, retail and wholesale needs of the general community. This zoning district will contain uses that have users and traffic from all areas of the community and trade areas, and therefore will have close proximity to the major traffic corridors of the City. Residential uses are permitted at the density of the (R-4) High Density Residential Zoning District.

Permitted and conditional uses:

R4: Residential uses at a density of 43 dwelling units per acre with 60% coverage, recreational uses, elderly housing, group care home for less than eight (8) individuals, non-profit and institutional uses along with agricultural use

B2: Residential uses at a density of up to 43 units per acre, a variety of commercial, retail, office and service uses.

Existing land uses:

North: Residential
South: Commercial
East: Residential
West: Residential

EVALUATION:

Positive Implications:

- *Consistent with the City's Comprehensive Land Use Plan:* The subject property is designated for Mixed Use Commercial a combination of commercial and residential uses.
- *Consistent with the existing Commercial development:* This property is adjacent to a high volume corridor; the proposal will act as traffic barrier for residential neighborhoods.
- *Walkable Communities:* The proposal will allow for future commercial developments to be relatively close to homes, allowing for easy access and short walkable trips for residents.
- *Consistent with existing uses:* This change is consistent with the existing uses in the area.
- *Proposed change will be consistent with the current usage of the existing building:* This change will eliminate the need for a conditional use permit that was previously grant for commercial use of this property.

Negative Implications:

- *None foreseen.*

Other Considerations

This proposal is consistent with the 2004 comprehensive plan. The proposed property has been designated possible commercial and residential uses as shown below on the Future Land Use Map for the City of Grand Island.

Propozed Zoning Change Future Landuse Map

H. G. Clarks Addition, Block 10 Lot 5, in the City of Grand Island

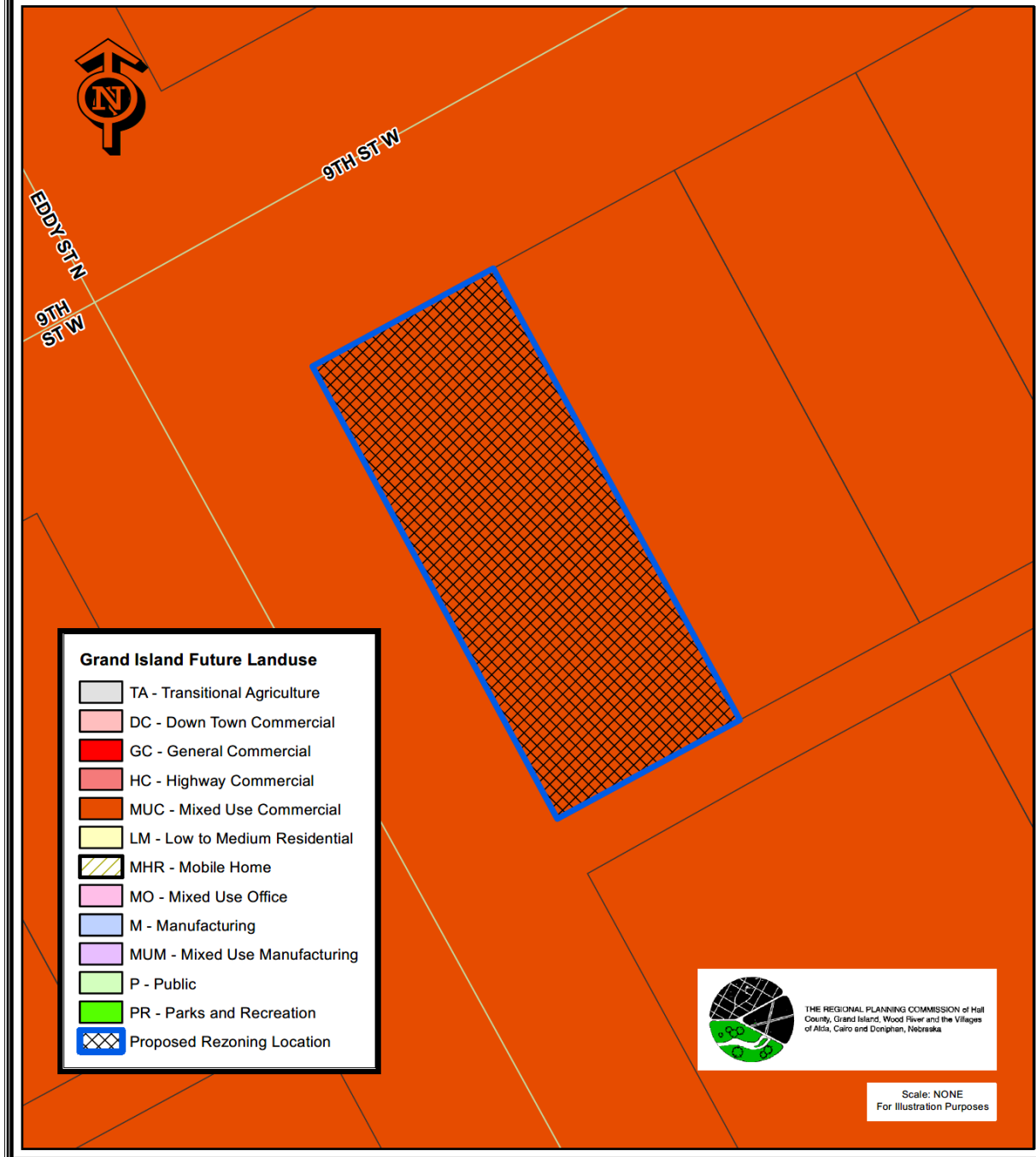


Figure 1 Future Land Use Map from the Grand Island Comprehensive Plan

RECOMMENDATION:

That the Regional Planning Commission recommends that the Grand Island City Council change the zoning on this site from RO – Residential Office to B2 General Business.

_____ Chad Nabity



City of Grand Island

Tuesday, October 22, 2019

Council Session

Item E-2

**Public Hearing on Amendment to the Redevelopment Plan for
CRA No. 12 for Site Specific Redevelopment Plan for Phase 3
Funding for Copper Creek located South of Old Potash Highway
and East of Engleman Road (Guarantee Group, LLC)**

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: October 22, 2019

Subject: Site Specific Redevelopment Plan for CRA Area #1
Reconsideration of Resolution #2019-171

Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2013, the Grand Island City Council declared property referred to as CRA Area #12 as blighted and substandard and approved a generalized redevelopment plan for the property. A redevelopment plan was approved authorizing up to 620 new homes within the area. A total of 213 houses were built in Phase 1 of this project. In 2018 the developer was approved for an additional 80 houses. At that time it was indicated that they would not be continuing the development. During Council meetings in 2019 the developer testified regarding other housing projects by other developers and was encouraged by some Council members to apply continue this project and bring forward another TIF application.

The developer is requesting tax increment financing (TIF) for the final 212-226 houses within the development. The TIF will be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage. The Guarantee Group LLC. has submitted a proposed amendment to the redevelopment plan that would provide for redevelopment of this property for residential purposes. The CRA reviewed the proposed development plan on September 18, 2019 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on October 2, 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 October 2, 2019. The Planning Commission approved Resolution 2020-01 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved Resolution 318 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 #12 and authorizes the CRA to execute a contract for TIF based on the plan amendment and to find that this project would not be financially feasible at this location without the use of TIF. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for redevelopment for improvements 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 \$9,200,626.

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 reconsider approval of the resolution.

**Redevelopment Plan Amendment
Grand Island CRA Area #12
September 2019**

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

**Executive Summary:
Project Description**

THE ORIGINAL PLAN FOR THIS DEVELOPMENT CALLED FOR THE COSTRUCTION OF UP TO 620 UNITS OF SINGLE FAMILY HOUSING WITH UP TO 239 WITH THE FIRST PHASE TO BE DEVELOPED AT MARKET DEMAND ESTIMATED AT 15 TO 30 UNITS PER YEAR. THE FINAL COUNT OF THE FIRST PHASE WAS 208 INSTEAD OF 239 AS THE LOT SIZES WERE INCREASED SLIGHTLY. THE SECOND PHASE OF THIS DEVELOPMENT ANTICIPATES THE USE OF TAX INCREMENT FINANCING FOR THE NEXT 80 UNITS OF SINGLE FAMILY HOUSING. THE PROPOSED THIRD PHASE OF THE PROJECT WILL BE BETWEEN 212 AND 226 HOMES. THIS WILL FINISH THE PROJECT WITH A MAXIMUM NUMBEROF 514 UNITS, 106 LESS THAN ORIGINALLY PLANNED. IT WAS ANTICIPATED AT THE BEGINNING OF THIS PROJECT THAT THERE WOULD BE ADDITIONAL PHASES THAT WOULD NEED APPROVAL. THE DEVELOPER HAS INDICATED THAT

THE CONSTRUCTION OF 212-226 UNITS OF SINGLE FAMILY HOMES. THE HOMES TO BE CONSTRUCTED WILL HAVE AN INTIAL SALE PRICE OF BETWEEN \$189,500 AND 4218,850 IN 2019 THAT MEET THESE MINIMUM SPECIFICATIONS

1200-1,450 SQUARE FEET FINISHED FIRST FLOOR, FULL UNFINISHED BASEMENT, KITCHEN APPLIANCES, CENTRAL HEATING AND AIR CONDITIONING, LANDSCAPING AND SPRINKLED LAWN.

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

The developer intends to use Tax Increment Financing to aid in site development including necessary site work, installation of streets, storm sewer, sanitary sewer, water, other utilities and engineering, surveying and other consultant costs associated with and necessary for the redevelopment of this property. The developer intends to build single family homes ranging from 1300 to 1450 square feet on each lot. The 2019 sale price of these homes will be range from \$189,850 for homes built on 40' wide lots in the R3-SL zoning district to \$218,850 for lots in the R2 zoning district. The developer expects to build between 212 and 226 units in as many as fifteen phases of development. The original approved preliminary plat for this project anticipated 620 homes. Some changes have been made to the proposed development. Phase 1 was reduced from 239 homes (plus the 5 house from the first attempt at developing this property) to 213 homes by increasing the lot sizes. Phase two anticipates 80 additional lots, the water tower site has reduced the number of lots in the southwest corner. The proposed plan to develop this with 514 units of housing is largely consistent with current approved preliminary plat for the Copper Creek Subdivision.

The developer intends to install the infrastructure for phase three of this project in as many as fifteen intervals to create the 212 to 226 additional lots south of the existing streets. The third phase is designed to serve the next 226 lots and finish out the development. The tax increment from the new home construction will be used to make necessary site improvements and utility extensions to support this development. This project would not be possible in an affordable manner without the use of TIF.

The site is owned by Guarantee Group, LLC. All site work, demolition, streets and utilities will be paid for by the developer. The developer is responsible for and will provide evidence that they can secure adequate debt financing to cover the costs associated with the acquisition, site work, engineering, surveying and utility and street infrastructure. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated beginning January 1, 2021 towards the allowable costs and associated financing for the acquisition, site work, streets and utility infrastructure. The CRA also intends to continue pledging ad valorem taxes generated by future phases of this development in future contracts for Tax Increment Financing during the life of this project.

TAX INCREMENT FINANCING TO PAY FOR THE DEVELOPMENT OF THE PROPERTY WITH STREETS, SANITARY SEWER, STORM SEWER, WATER OTHER UTILITIES AND RELATED SITE WORK WILL COME FROM THE FOLLOWING REAL PROPERTY:

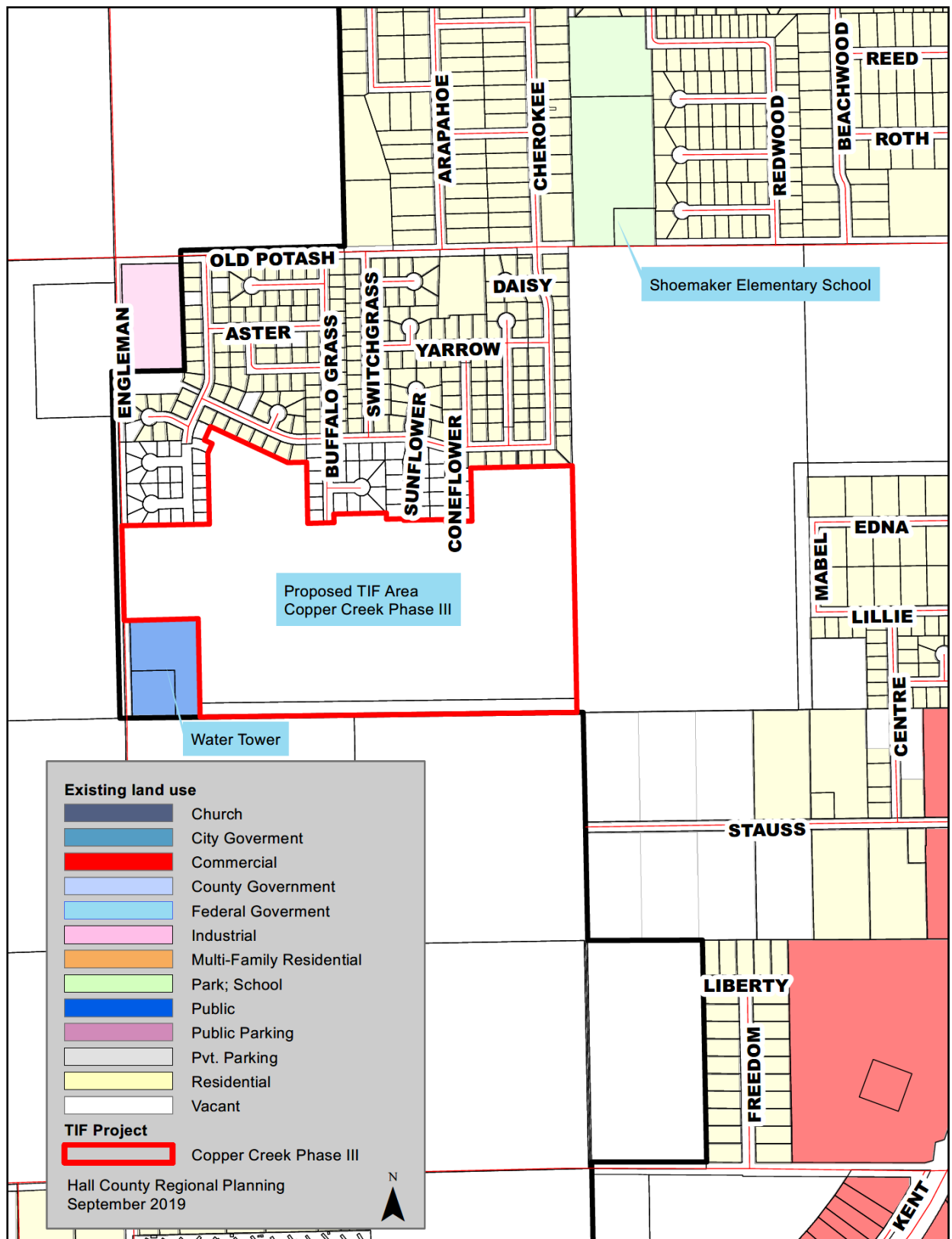
Property Description (the "Redevelopment Project Area")

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

Legal Descriptions

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

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



The tax increment will be captured for the tax years the payments for which become delinquent beginning in years 2021 and ending upon expiration of the final contract for construction of affordable housing.

The increase will come from the development single family homes on this property. Increases are anticipated from the next 212-226 houses to be built. The anticipated taxable valuation of this project at completion of the phase three, 212-226 homes is \$41,340,000. The actual final valuation will be subject to appreciation and inflationary forces over the course of the development timeframe.

Statutory Pledge of Taxes.

Pursuant to Section 18-2147 of the Act, any ad valorem tax levied upon real property in the Redevelopment Project Area shall be divided, for the period not to exceed 15 years after the effective date of the provision, which effective date shall be January 1, 2020 and the effective date of each subsequent contract and or contract amendment associated with this redevelopment plan.

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

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

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to install the required public infrastructure needed to develop the property in a manner consistent with the comprehensive plan and previously approved development plans. The Hall County Regional Planning Commission held a public hearing at their meeting on October 2, 2019 and passed Resolution 2020-01 confirming that this project is consistent with the Comprehensive Plan for the City of Grand Island

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

a. Land Acquisition:

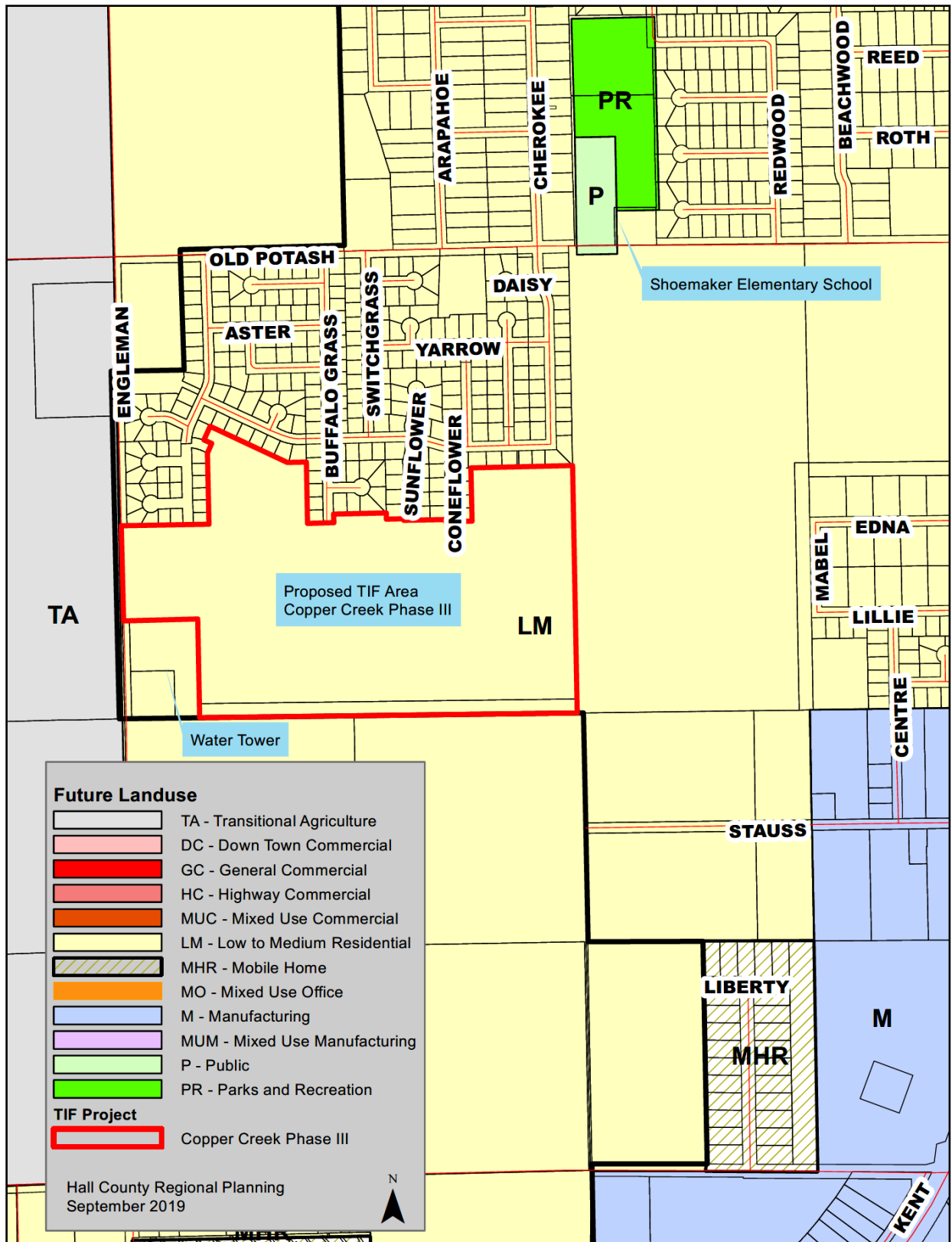
This amended Redevelopment Plan for Area #12 does not provide for real property acquisition. There is no proposed acquisition by the authority. The developer acquired the property as an expense included in the first redevelopment plan after approval of the first TIF contract.

b. Demolition and Removal of Structures:

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

c. Future Land Use Plan

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



City of Grand Island Future Land Use Map

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

The area is zoned R2 Low Density Residential. It is anticipated that the developer may request that portions of this property be rezoned to R3-SL Medium Density Small Lot Residential Zone to accommodate houses with a 2019 price point of under \$190,000. This will depend on market conditions. Additional streets will be constructed in a manner consistent with the approved preliminary and final plats for the property. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. The proposed single family residential uses are permitted in the current zoning district. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The R2 zoning district allows for the development of 1 dwelling unit per 6000 square foot of lot area. The platted and proposed lots are more than 6000 square feet in size but less than the 12,000 square feet that would be required for a 2 family dwelling. The R3-SL zoning district would permit one dwelling unit per 3000 square foot lot. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

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

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

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

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

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

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

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

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

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

The developer owns the entire site. The developer is estimating the costs TIF eligible for Phase 3 activities as shown below:

Cost for Tax Increment Financing Eligible Activities		
Planning (Architecture and Engineering)		860,745
Land	Acquired with Phase 1 \$561,190	
Legal/Developer/Audit Fees		51,900
City Fees		3,100
Subtotal		915,745
Grading and Infrastructure Phase 3		
Sanitary Sewer	1,517,587.76	
Water Main	1,636,454.27	
Paving and Storm	3,163,352.73	
Grading and Fill	1,967,486.13	
Subtotal		8,284,881
Total Eligible Expenses		9,200,626

The estimated costs for the eligible activities of this project are \$9,203,726. Site improvements including: utility improvements and site grading and fill of \$8,284,881 Architectural and Engineering planning services of \$860,745 and are included as a TIF eligible expense. Legal, Developer and Audit Fees including a reimbursement to the City and the CRA of \$55,000 are included as TIF eligible expense. The total of eligible expenses for this project is \$9,200,626.

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting an estimated sum of \$9,200,626 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest after January 1, 2021 for a period that may extend through 15 years from the date of the final contract for this project.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

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

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

8. Time Frame for Development

Development of this project is anticipated to begin in the spring of 2020. Infrastructure for this phase of the development, including the final 226 lots is expected to be complete with the phasing of the development. The developer expects to complete between 15 and 30 affordable single family dwelling units each year until completion of the subdivision. Expected completion of Phase two of the project will occur sometime between 2025 and 2035. Excess valuation should be available for this project beginning with the 2020 tax year.

9. Justification of Project

The housing vacancy rate in Grand Island has been hovering between 2% and 3% since at least 2000. Since the late 1980's, every housing study done in Grand Island has indicated a lack of housing and housing options in Grand Island. The market is providing for houses in the \$250,000 plus price range and almost 300 market rate apartments have been

built in the last 3 years and there are currently plans for upwards of 250 new additional market rate apartments. Plans have been approved for 88 subsidized duplex units. Providers of elderly housing supported by Low Income Housing Tax Credits all have waiting lists and applications for new projects are submitted to NIFA every year.

As of today (September 6, 2019), there 107 housing units (single family) on the market based on the Multiple Listing Service, at all price ranges (\$69,900 to \$2,300,000). Grand Island has more than 13,300 single family housing units, so less than 0.8% of the total units are currently available and on the market.

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

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

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

Project Sources and Uses. Public funds from tax increment financing in the amount of \$9,200,626 provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$49,802,443 in private sector equity investment plus interest on the financing; a private investment of \$5.41 for every TIF dollar invested.

Use of Funds.			
Description	TIF Funds	Private Funds	Total
Site Acquisition	Acquired with Phase I value of 561,190		
Site Improvements/Utilities	\$8,284,881		\$8,284,881
New Construction Costs		\$47,008,000	\$47,008,000
Legal and Plan	\$51,900		\$51,900
Engineering/Arch	\$860,075		\$860,075
City Fees/Reimbursements	\$3,100		\$3,100
Financing Fees/Interest		\$2,794,443	\$2,794,443
TOTALS	\$9,200,626	\$49,802,443	\$59,002,399

Tax Revenue. The property to be redeveloped has January 1, 2019, valuation of approximately \$316,500 for the approximately 60 acres of undeveloped land in phase 2.

Based on the 2018 levy this would result in a real property tax of approximately \$7100. It is anticipated that the assessed value will increase by \$41,000,000 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$924,000 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:	\$ 316,000
Estimated taxable value after completion	\$ 41,340,000
Increment value	\$ 41,024,000
Annual TIF generated (estimated)	\$ 916,000
TIF bond issue	\$ \$9,200,626

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

The proposed development of these houses will result in an estimated additional \$41,340,000 of taxable valuation based on an initial 2019 sale price of homes between \$189,850 and \$218,850 including the value of the lot to bring total valuation to between \$225,000 and \$255,000 per unit. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities for life of those homes after the completion of the TIF contracts.

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

No additional public service needs have been identified. Existing water and waste water facilities will need to be extended through the site but have sufficient capacity to support the development. The electric utility has sufficient capacity to support the development. **This development will have an impact on the Grand Island School system as it will likely result in increased attendance at all grade levels.** The average number of persons per household in Grand Island for 2013 to 2017 according the American Community Survey is 2.6. Two Hundred and Twenty-Six additional household would house 588 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 113 school age children generated by this development. These numbers are consistent with the 99 students that were generated according to the information provided by the Grand Island Public School system in a map dated October 1, 2018 as attached.

According to the National Center for Educational Statistics¹ the 2016-17 enrollment for GIPS was 9,905 students and the cost per student in 2015-16 was \$13,104 of that \$5,936 is generated locally. The Grand Island Public School District was notified of this request by letter and email on September 9, 2019.

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

Fire and police protection are available. Additional houses and people throughout the city may impact response times and will over time result in the need to add additional staffing for emergency response teams.

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

The proposed development will provide jobs for persons employed by the contractors that will be involved with the project. In 2015 the National Association of Home Builders estimated the impacts of each single family home built in a community at 3.94 FTE's 2.37 of which are direct impact employees. (NAHB Housing Policy Department, 2015²). Using that number and an estimated construction schedule of 15 units per year, the direct impact of this project is the equivalent of a manufacturing facility employee base of 35.55 FTE's. This project will also supply housing at a price point that is attainable for those at the median income in Grand Island. The median income in Grand Island for 2017 according to the U.S. Census is \$51,627³.

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

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

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

This development will have an impact on the Grand Island School system as it will likely result in increased attendance at all grade levels. The average number of persons per household in Grand Island for 2013 to 2017 according the American Community Survey is 2.6. Two Hundred and Twenty-Six additional household would house 588 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 113 school age children generated by this development. These numbers are consistent with the 99 students that were generated according to the information provided by the Grand Island Public School system in a map dated October 1, 2018 as attached.

According to the National Center for Educational Statistics⁴ the 2016-17 enrollment for GIPS was 9,905 students and the cost per student in 2015-16 was \$13,104 of that

² https://www.nahb.org/-/media/Sites/NAHB/economic-studies/1-REPORT_local_20150318115955.ashx?la=en&hash=EC5B551CA8B53B1526B423BF22542B55AF2053E5

³ <https://censusreporter.org/profiles/16000US3119595-grand-island-ne/>

⁴ https://nces.ed.gov/ccd/districtsearch/district_detail.asp?ID2=3100016

\$5,936 is generated locally. The Grand Island Public School District was notified of this request by letter and email on September 9, 2019.

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

This will provide housing for residents of Grand Island in a much needed price range that is not being provided by the housing market. The 2014 housing study identified a need for over 1,700 new housing units including over 1000 owner occupied units (usually single family) by the end of 2019. Between 2015 and July of 2019 a total of 455 permits were issued for new single family homes in Grand Island. Even with the TIF for the first two phases of the Copper Creek development almost 300 housing units (about 270 of the 455 permits) the total number of new owner occupied housing units built in Grand Island is less than ½ of the projected need over the same time period. The market is not capable of producing new housing at a price that is attainable by the average working family in Grand Island without some form of assistance. The recently completed 2019 housing study identified a need for 1,361 new and rehabilitated units by the end of 2024 including 740 owner occupied and 621 rental units.

The cost for the required infrastructure for these 212-226 lots is estimated at \$9,200,626 or between \$43,399 and \$40,710 plus the cost of the land. The estimated cost of construction of these houses is \$178,000 to \$208,000. This project is not economically feasible without the use of TIF and can positively impact persons at or below the median income level within the City of Grand Island.

Time Frame for Development

Development of this project is anticipated to begin in Spring of 2020. Infrastructure for this phase of the development, including completing streets and utilities for these 226 lots is expected to be complete by 2028. The base tax year should be calculated beginning in 2020 and each subsequent contract should be set in the year during which it is anticipated construction on the houses will begin. The developer expects to complete between 15 and 30 affordable single family dwelling units each year until completion of the subdivision. Expected completion of this project will occur sometime between 2025 and 2030. Excess valuation should be available for this project beginning with the 2021 tax year. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per each contract between the CRA. Contract periods shall not exceed 15 years. The amount of TIF excess distributed shall not exceed the actual cost of the TIF eligible expenses incurred for this project including streets, storm sewer, sanitary sewer, water, other necessary utilities, engineering, architecture and surveying, legal fees and interest associated with the TIF bonds.

Proposed Development Attached Subject to Final Platting and Approval

Copper Creek Estates Subdivisions



Taxable

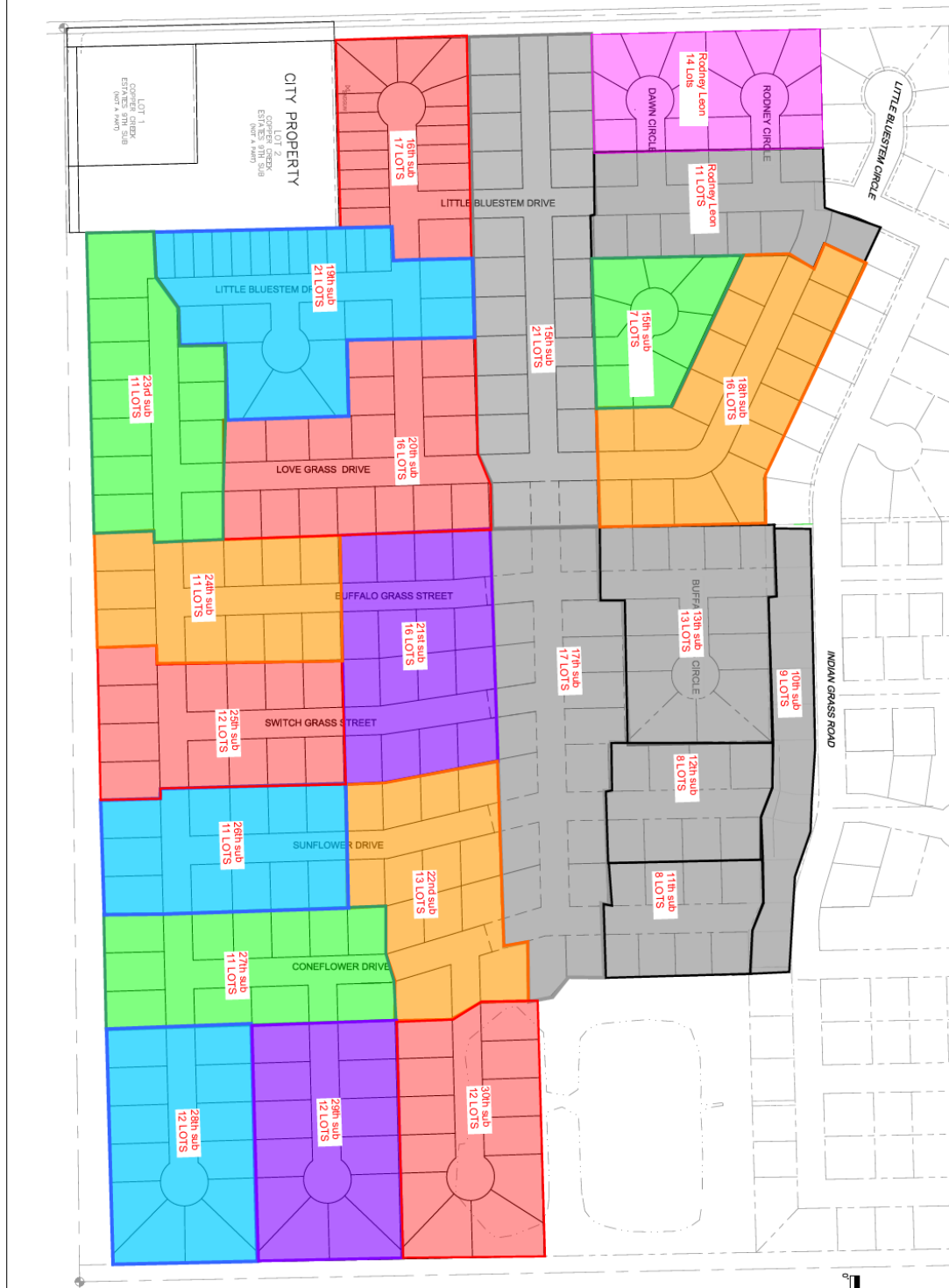
- Not taxed
- Up to \$40,000
- Greater Than \$40,000


Taxable Value: 34,760,624

☆ Addresses with GIPS Students

Student Count (October 1, 2018):

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



DESIGN BY PREPARED BY CHECKED BY DATE		REV. NO.	DATE	REVISIONS DESCRIPTION	 <p>201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750 www.olsson.com</p>
COPPER CREEK PRELIMINARY PLAT LOT LAYOUT					
GRAND ISLAND, NEBRASKA	2019	REVISIONS			

SHEET
1 of 1



RECEIVED
8-1-19

BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name: The Guarantee Group 2 LLC
Address: PO Box 5916, Grand Island, NE 68802-5916
Telephone No.: 308.379.1482
Fax No.: NA
Contact: Sean O'Connor

Brief Description of Applicant's Business:

The Guarantee Group LLC and The Guarantee Group 2 LLC develop land to bring affordable workforce housing to communities.

Present Ownership Proposed Project Site:

The Guarantee Group LLC

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

We propose to use Tax Increment Financing to develop land for 212 homes. The homes will be approximately 1,200 sqft. – 1,450 sqft. and will have full unfinished basements. These homes, built with quality products, will have two starting prices. Homes built on 40' wide lots using R3-SL zoning will start at \$189,850. Homes built on lots using R2 zoning will start at \$218,850 and correspond with the current Copper Creek housing project. The price points match the (61%-80%) and (81%-125%) of Area Median Income need noted in the current but not finalized Housing Study prepared by Hanna:Keelan Associates, P.C dated July, 2019. The project will provide affordable workforce housing and address the need of "795 housing units for both existing and future local employees by 2024" per the 2019 Housing Study prepared by Hanna-Keelan Associates P.C.

If Property is to be Subdivided, Show Division Planned:

[See Exhibit A](#)

VI. Estimated Project Costs:

Acquisition Costs:

Eligible

A.	Land	\$ 561,190*	\$ 0
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*This cost was an eligible expense on a prior TIFF request and will not be eligible on this project.

B.	Building	\$ 0	\$ 0
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Construction Costs:

A.	Renovation or Building Costs:	\$ 0	\$ 0
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B.	On-Site Improvements:	8,324,881	8,324,881
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Soft Costs:

A.	Architectural & Engineering Fees:	\$ 820,745	\$ 820,745
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B.	Financing Fees:	2,932,058	0
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C.	Legal/Developer/Audit Fees:	55,000	55,000
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D.	Contingency Reserves:	0	0
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E.	Other (Please Specify)	0	0
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TOTAL		\$ 12,693,874	\$ 9,200,626
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Total Estimated Market Value at Completion:	\$ 41,340,000
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Source of Financing:

A.	Developer Equity:	\$3,493,248
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B.	Commercial Bank Loan:	\$9,200,626
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C.	Tax Credits:	
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1	N.I.F.A.	\$0
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2	Historic Tax Credits	\$0
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D.	Industrial Revenue Bonds:	\$0
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E.	Tax Increment Assistance:	\$9,200,626
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F.	Other	\$0
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Name, Address, Phone & Fax Numbers of Architect, Engineer and General Contractor:

Olsson, 201 E. 2nd St. Grand Island, NE 68801 – (308) 384-8750

Diamond Engineering Co., 1521 W. Anna St. Grand Island, NE 68801 – (308) 382-8362

Thriv' Construction Inc., 1912 W. Anna St. Grand Island, NE 68803 – (308) 675-3600

Reynolds Construction Inc., 2204 2nd. Ave. Boelus, NE 68820 – (308) 750-3174

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

\$41,340,000.00 (\$195,000 X 212 Homes)

Project Construction Schedule:

Construction Start Date:

March, 2020

Construction Completion Date:

December, 2029

If Phased Project:

Please see attached Pro Forma Exhibit C

XII. Please Attach Construction Pro Forma

See Exhibit B

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

See Exhibit C

TAX INCREMENT FINANCING REQUEST INFORMATION

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

A bond with the face value of \$9,200,626 and rate of 9% is requested to assist in site preparation for construction of new residential housing. Estimated total payout on bond with interest is \$12,132,684.

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

Tax increment financing is an integral and essential component to project completion, which is contingent upon receipt of the expected tax increment financing assistance. Grand Island is currently suffering from a shortage of available residential housing in a price range consistent with the proposed homes to be constructed. Project feasibility is dependent of TIF funds that will enable The Guarantee Group 2 LLC. To provide potential homebuyers with housing options at an affordable cost falling within the 2019 Housing Study parameters. Absent TIF, the infrastructure improvement costs necessary to develop the land would be cost prohibitive without charging substantially more for the homes, creating an untenable cost burden to the buyers within the 61% - 125% Area Median Income range.

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:

Roger Heffelfinger, Exchange Bank	308.382.2900
Bruce Schreiner, Schroeder & Schreiner, PC	308.381.1355
Andy Baack, Leininger Smith Law Firm	308.382.0280
Sharon Hueftle, South Central Economic Development District (SCEDD)	308.455.4770
Chad Nabity, Grand Island Community Redevelopment Authority (CRA)	308.385.5240

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

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

EXHIBIT B



PO Box 5916 • Grand Island, NE 68802-5916 • Phone: 308-379-1482

Guarantee Group LLC
308-379-1482

PO Box 5916
Grand Island, NE 68802-5916

Job Address:
4301 indian Grass Rd.
Grand Island, NE 68803

Print-date: 7-18-2019

Price Breakdown

**2019 - COPPER CREEK ESTATES 10TH
SUBDIVISION - 9 LOTS** **Group Price: \$0.00**

COST OF LAND, ENGINEERING & IMPROVEMENTS. DOES NOT INCLUDE OVERHEAD.

**2019 - COPPER CREEK ESTATES 11TH
SUBDIVISION - 8 LOTS** **Group Price: \$0.00**

COST OF LAND, ENGINEERING & IMPROVEMENTS. DOES NOT INCLUDE OVERHEAD.

**2019 - COPPER CREEK ESTATES 12TH
SUBDIVISION - 8 LOTS** **Group Price: \$0.00**

COST OF LAND, ENGINEERING & IMPROVEMENTS. DOES NOT INCLUDE OVERHEAD.

**2019 - COPPER CREEK ESTATES 13TH
SUBDIVISION - 13 LOTS** **Group Price: \$0.00**

COST OF LAND, ENGINEERING & IMPROVEMENTS. DOES NOT INCLUDE OVERHEAD.

**2019 - COPPER CREEK ESTATES RODNEY
LEON SUBDIVISION PHASE 2 - 11 LOTS** **Group Price: \$0.00**

COST OF LAND, ENGINEERING & IMPROVEMENTS.

2020 - LEGAL & AUDIT FEES **Group Price: \$52,000.00**

THESE COST INCLUDE: TIFF CONTRACT & BOND COST, ATTORNEY FEES, ACCOUNTING FEES

**2020 - COPPER CREEK ESTATES 15TH
SUBDIVISION - 21 LOTS**

Group Price: \$0.00

COST OF LAND, ENGINEERING & IMPROVEMENTS.

**2020 - COPPER CREEK ESTATES 16TH
SUBDIVISION - 17 LOTS**

Group Price: \$440,835.15

COST OF LAND, ENGINEERING & IMPROVEMENTS.

**2020 - REMOVE CONCRETE TRENCH FROM
FIELD SOUTH OF RE-USE PIT**

Group Price: \$27,012.00

**2021 - COPPER CREEK ESTATES RODNEY
LEON SUBDIVISION FINAL PHASE - 14 LOTS**

Group Price: \$512,143.89

COST OF LAND, ENGINEERING & IMPROVEMENTS.

**2021 - COPPER CREEK ESTATES 15TH
SUBDIVISION FINAL PHASE - 7 LOTS**

Group Price: \$219,543.69

COST OF LAND, ENGINEERING & IMPROVEMENTS.

**2021 - COPPER CREEK ESTATES 17TH
SUBDIVISION - 17 LOTS**

Group Price: \$0.00

COST OF LAND, ENGINEERING & IMPROVEMENTS.

**2022 - COPPER CREEK ESTATES 18TH
SUBDIVISION - 16 LOTS**

Group Price: \$498,682.76

COST OF LAND, ENGINEERING & IMPROVEMENTS.

**2023 - COPPER CREEK ESTATES 19TH
SUBDIVISION - 21 LOTS**

Group Price: \$780,847.21

COST OF LAND, ENGINEERING & IMPROVEMENTS.

**2024 - COPPER CREEK ESTATES 20TH
SUBDIVISION - 16 LOTS**

Group Price: \$620,347.66

COST OF LAND, ENGINEERING & IMPROVEMENTS.

**2024 - COPPER CREEK ESTATES 23RD
SUBDIVISION - 11 LOTS**

Group Price: \$550,709.35

COST OF LAND, ENGINEERING & IMPROVEMENTS.

**2025 - COPPER CREEK ESTATES 21ST
SUBDIVISION - 16 LOTS**

Group Price: \$614,308.42

COST OF LAND, ENGINEERING & IMPROVEMENTS.

**2025 - COPPER CREEK ESTATES 24TH
SUBDIVISION - 11 LOTS**

Group Price: \$517,734.57

COST OF LAND, ENGINEERING & IMPROVEMENTS.

**2025 - COPPER CREEK ESTATES 25TH
SUBDIVISION - 12 LOTS**

Group Price: \$534,450.06

COST OF LAND, ENGINEERING & IMPROVEMENTS.

**2026 - COPPER CREEK ESTATES 22ND
SUBDIVISION - 13 LOTS**

Group Price: \$659,285.79

COST OF LAND, ENGINEERING & IMPROVEMENTS.

**2026 - COPPER CREEK ESTATES 26TH
SUBDIVISION - 11 LOTS**

Group Price: \$544,507.67

COST OF LAND, ENGINEERING & IMPROVEMENTS.

**2027 - COPPER CREEK ESTATES 27TH
SUBDIVISION - 11 LOTS**

Group Price: \$644,004.67

COST OF LAND, ENGINEERING & IMPROVEMENTS.

**2027 - COPPER CREEK ESTATES 30TH
SUBDIVISION - 12 LOTS**

Group Price: \$411,688.06

COST OF LAND, ENGINEERING & IMPROVEMENTS.

**2027 - FILL SOUTH END OF RE-USE PIT FOR
THE CONSTRUCTION OF THE 30TH
SUBDIVISION**

Group Price: \$463,667.73

FILL SOUTH END OF RE-USE PIT FOR THE CONSTRUCTION OF THE 30TH SUBDIVISION

**2028 - COPPER CREEK ESTATES 28TH
SUBDIVISION - 12 LOTS**

Group Price: \$600,195.36

COST OF LAND, ENGINEERING & IMPROVEMENTS.

**2028 - COPPER CREEK ESTATES 29TH
SUBDIVISION - 12 LOTS**

Group Price: \$415,222.61

CONSTRUCT PIPE BETWEEN RE-USE PIT
AND MORSE CREEK

Group Price: \$93,439.01

LAND COST

Group Price: \$0.00

Total Price: \$9,200,625.66

The Guarantee Group 2 LLC
Annual Income and Expense Pro Forma
TIF Request - 2019

	2020 12	2021 20	2022 18	2023 19	2024 26	2025 36	2026 28	2027 23	2028 24	2029 6	2030 - 2043	Total 212
Home Sale Receipts	2,580,240	4,472,416	4,186,181	4,595,497	6,540,118	9,417,769	7,617,929	6,507,888	7,062,473	1,836,243		54,816,754
TIF Receipts	-	53,216	136,960	210,373	290,638	399,303	550,853	664,450	759,980	859,663	8,207,248	12,132,684
	2,580,240	4,525,632	4,323,141	4,805,870	6,830,756	9,817,072	8,168,782	7,172,338	7,822,453	2,695,906	8,207,248	66,949,438
COGS - Homes	2,459,544	4,263,210	3,990,364	4,380,533	6,234,190	8,977,234	7,261,585	6,203,468	6,732,112	1,750,349		52,252,589
COGS - Land Impr	440,148	760,356	709,298	776,031	1,100,698	1,579,671	1,273,478	1,084,253	1,172,690	304,003		9,200,626
Interest Expense	16,134	45,555	67,426	90,486	129,063	185,659	231,686	275,267	312,766	300,152	1,277,862	2,932,058
Total Disbursements	2,915,826	5,069,121	4,767,088	5,247,050	7,463,951	10,742,564	8,766,749	7,562,988	8,217,568	2,354,504	1,277,862	64,385,273
Cash Flow	(335,586)	(543,490)	(443,947)	(441,180)	(633,195)	(925,492)	(597,968)	(390,650)	(395,116)	341,402	6,929,386	2,564,165

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

RESOLUTION NO. 316

**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 18th day of September, 2019

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

By 
Chairperson

ATTEST:


Secretary

Guarantee Group L.L.C. Copper Creek Phase 3

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

RESOLUTION NO. 317

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

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), has received an Application for Tax Increment Financing under the Nebraska Community Development Law (the "Act") on a project within Redevelopment Area, from Guarantee Group L.L.C., (The "Developer") for redevelopment of Phase 3 of the Copper Creek Subdivision, an area within the city limits of the City of Grand Island, as set forth in Exhibit 1 attached hereto area; and

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

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

Passed and approved this 18th day of September, 2019.

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

By 
Chairperson

ATTEST:


Secretary

Guarantee Group L.L.C. Copper Creek Phase 3

Resolution Number 2020-01

HALL COUNTY REGIONAL PLANNING COMMISSION

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

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

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

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

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

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

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

DATED: October 2, 2019.

**HALL COUNTY REGIONAL PLANNING
COMMISSION**

ATTEST:

By: 

Chair

By: 

Secretary

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

RESOLUTION NO. 318

**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 *The Guarantee Group 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

Guarantee Group LLC Copper Creek Phase 3

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 \$9,200,626 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 9th day of October, 2019.

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

ATTEST:

By: _____

Secretary

By: _____

Chair

Guarantee Group LLC Copper Creek Phase 3

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

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

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

Guarantee Group LLC Copper Creek Phase 3

*** * * * ***
EXHIBIT B

FORM OF REDEVELOPMENT PLAN

Guarantee Group LLC Copper Creek Phase 3



September 9, 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) for the final phases of the Copper Creek Housing Development in northwest Grand Island across from Shoemaker Elementary School.

The application seeks \$9,200,626 in TIF assistance for the development of the next phases of Copper Creek including 212 to 226 additional single family homes with a 2019 sales price of \$189,850 to \$218,850.

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

- CRA receives initial application, 4 p.m., September 18.
- Regional Planning Commission holds public hearing 6 p.m., October 2.
- CRA reviews Planning Commission recommendation, 4 p.m. October 9.
- Grand Island City Council holds public hearing and takes action, 7 p.m., October 22.
- CRA considers redevelopment contract, 4 p.m. November 13.

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

Sincerely,

Chad Nabity, AICP
Director



City of Grand Island

Tuesday, October 22, 2019

Council Session

Item E-3

Public Hearing on Creating a Clean Energy Assessment District (PACE)

Council action will take place under Ordinances item F-2.

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Administrator

Meeting: October 22, 2019

Subject: PACE Ordinance

Presenter(s): Stacy Nonhof, Interim City Attorney
Jerry Janulewicz, City Administrator

Background

At the October 8 council meeting representatives of JBS and a financing consultant presented information regarding a multimillion dollar construction project at the JBS facility and the desire of JBS to utilize financing through a PACE mechanism if the City adopted an ordinance establishing a PACE district as authorized by Neb. Rev. Stat. §§13-3201 thru 13-3211.

Discussion

According to information found at Energy.gov:

PACE programs allow a property owner to finance the up-front cost of energy or other eligible improvements on a property and then pay the costs back over time through a voluntary assessment. The unique characteristic of PACE assessments is that the assessment is attached to the property rather than an individual.

PACE financing for clean energy projects is based on an assessment district. In a conventional assessment district, the local government issues bonds to fund projects with a public purpose such as streetlights, sewer systems, or underground utility lines.

The recent extension of this financing model to energy efficiency and renewable energy allows a property owner to implement improvements without a large up-front cash payment. Property owners that voluntarily choose to participate in a PACE program repay their improvement costs over a set time period—typically 10 to 20 years—through property assessments, which are secured by the property itself and paid as an addition to the owners' property tax bills. Nonpayment generally results in the same set of repercussions as the failure to pay any other portion of a property tax bill.

A PACE assessment is a debt of property, meaning the debt is tied to the property as opposed to the property owner(s). In turn, the repayment obligation may transfer with property ownership if the buyer agrees to assume the PACE obligation and the new first mortgage holder allows the PACE obligation to remain on the property. This can address a key disincentive to investing in energy improvements because many property owners are hesitant to make property improvements if they think they may not stay in the property long enough for the resulting savings to cover the upfront costs.

Advantages

Allows for secure financing of comprehensive projects over a longer term, making more projects cash flow positive.

Spreads repayment over many years, seldom requires an upfront payment, and removes the requirement that the debt be paid at sale or refinance.

Can lead to low interest rates because of the high security of loan repayments attached to the property tax bill.

Helps some property owners deduct payments from their income tax liability.

Allows municipalities to encourage energy efficiency and renewable energy without putting general funds at risk.

Taps into large sources of private capital.

Disadvantages

Available only to property owners.

Can require dedicated local government staff time.

May require high legal and administrative setup obligations.

Potential resistance by lenders/mortgage-holders whose claims to the property may be subordinated to the unpaid assessment amount should the property go into foreclosure.

The draft documents presented at the October 8 meeting were amended in a number of respects. The most significant changes are as follows:

1. Provide a \$40,000 cap on the administrative fee;
2. Requires the lender or project owner to provide verification of energy savings and proper installation of project elements. Verification shall consist of certifications by a licensed engineer;
3. Only projects costing \$250,000 or more will be considered eligible for PACE;
4. The District Administrator will be a committee of City employees consisting of the Planning Director, City Attorney, Building Department Director, Public Works Director and Utilities Director or the designee of each;
5. Does not currently apply to single family properties;
6. The appeal for a denial of the waiver of the economic benefit estimate will go to the City Administrator.

Alternatives

It appears that the Council has the following alternatives concerning the proposed 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 consider and take action regarding the proposed ordinance.

Sample Motion

Move to approve the ordinance.

* This Space Reserved for Register of Deeds *

ASSESSMENT CONTRACT

THIS ASSESSMENT CONTRACT (this “Contract”), is made and entered into this ____ day of _____, 20____ (the “Effective Date”) by and among THE CITY OF GRAND ISLAND, a Nebraska municipal corporation, (“City”), which created **THE GRAND ISLAND PACE DISTRICT**, a clean energy assessment district pursuant to Ordinance No. 9752 (“GI-PACE”), _____, a _____ (“Lender”), and _____, a _____ (“Property Owner”), and is made a part of that certain Construction Loan Agreement dated as of the same date made by and between Lender and Property Owner, such Construction Loan Agreement hereafter referred to as the “Loan Agreement.”

WITNESSETH

WHEREAS, Property Owner is the owner of certain real property located at _____ in the City (as further described on **Exhibit A** attached hereto, the “Property”);

WHEREAS, the City has adopted Ordinance No. 9752, which is incorporated herein by this reference (the “Ordinance”), by which the Municipality created a clean energy assessment district comprised of all areas within the City and its extraterritorial jurisdiction pursuant to Nebraska Revised Statute §§13-3201 to 13-3211, inclusive, and known as the “Property Assessment Clean Energy Act,” (the “Act”) and provides for repayment of financed costs through annual assessments pursuant to assessment contracts entered with property owners and third party lenders;

WHEREAS, Property Owner has obtained and recorded in the office of Register of Deeds of Hall County the acknowledged and verified written consent and subordination agreement required by Neb. Rev. Stat. §13-3205(2)(a) of all persons or entities that currently hold mortgage liens or deeds of trust on the Property, if any, to the Loan, as herein defined and this Contract, and represents to the City that all applicable requirements and conditions of Neb. Rev. Stat. §13-3205(2) have been satisfied;

WHEREAS, Property Owner intends to make energy efficiency improvements (as such term is used in Neb. Rev. Stat. §13-3203(3) of the Act) at the Property, as described on **Exhibit B** attached hereto and including the information required by Neb. Rev. Stat. §13-3203(3)(a) (the “Project”);

WHEREAS, Lender has agreed to make a loan to Property Owner in the amount of \$_____ (the “Loan”), the proceeds of which will be used to fund the implementation of the Project, and the repayment of which will be made from PACE special assessments levied on the Property pursuant to the Act and this Contract;

WHEREAS, City has agreed to direct the Hall County Treasurer to levy special assessments, collect or cause the collection of the special assessments, record such special assessments as a lien on the Property, as allowed by the Act, and remit payments on such special assessments to Lender to be applied to pay down the Loan, all as more particularly set forth herein;

WHEREAS, City is authorized to enter into this Contract pursuant to the Act.

NOW, THEREFORE, for and in consideration of the making of the Loan and the financing and collection arrangements between Lender, Property Owner and City, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Lender, Property Owner and City agree as follows:

1. Defined Terms. The words and phrases as specifically defined in NEB. REV. STAT. § 13-3203, as amended, or in the Ordinance shall have their defined meanings. The following capitalized terms used in this Contract shall have the meanings defined or referenced below or in the Recitals above:

“Bi-Annual Installment” means the portion of the Loan Amount that is due in a particular year as more fully described in Sections 2 and 5 hereof and shown on **Exhibit C**, as may be increased by the County Treasurer Fee, if applicable, pursuant to Section 5(a).

“County Treasurer” means the office of the Hall County Treasurer.

“Register of Deeds” means the office of the Register of Deeds for Hall County.

“Lender Parties” shall have the meaning set forth in Section 12(a)

hereof. “Liabilities” shall have the meaning set forth in Section 11(a)

hereof. “Loan” shall have the meaning set forth in the Recitals above.

“Loan Amount” means, as of any date of computation, the outstanding amount of all principal under the Note, accrued but unpaid interest and any applicable penalties, costs, fees, charges, late payment charges, default interest rate charges, prepayment premiums or administrative expenses related

to the Loan, including without limitation, the administrative fees set forth in Section 14 hereof and any and all other administrative fees to be paid to County Treasurer or Lender by Property Owner in connection with the Loan.

“Loan Agreement” shall have the meaning set forth in the Preamble

above. “Note” shall have the meaning given such term in the Loan

Agreement.

“PACE Special Assessments” means the aggregate amount of all Bi-Annual Installments of the Loan Amount, which Bi-Annual Installments shall be levied as special assessments pursuant to Neb. Rev. Stat. §13-3205(7) of the Act.

“City Parties” shall have the meaning set forth in Section 11(a) hereof.

“Tax Year” means the period from January 1 through the following December 31.

2. Payments. The Loan Amount shall be payable in Bi-Annual Installments. The Loan shall bear interest, including default interest, at the rates set forth in the Note and payments shall be due under the Note and the Loan Agreement as more fully described therein and in Section 5 of this Contract, ending upon payment in full of the Loan Amount and all other charges, fees, expenses and other amounts due under this Contract, the Loan Agreement and the Note. The amounts of the Bi-Annual Installments are based on a Loan Amount as of the date of this Contract of \$_____. The Loan shall be fully amortized over the term of the Loan, and shall be repaid on the terms set forth in this Contract, the Loan Agreement and the Note. Each year during the term of this Contract, Lender shall supply City with the amount of the Bi-Annual Installment for such year by delivering a completed Lender Installment Certificate in the form attached hereto as **Exhibit D** on or before December 31 of such year. Should Lender fail to deliver a Lender Installment Certificate on or before December 31 of any year, with a copy to the Property Owner, the Bi-Annual Installment shall be presumed to be the same as the Bi-Annual Installment for the applicable year as shown on **Exhibit C**, with any surplus or shortfall to be addressed by adjusting the amount of the subsequent year's Bi-Annual Installment.

3. Consent to PACE Special Assessments.

- a) By entering into the Contract, City hereby agrees to enforce the PACE Special Assessments and impose the Bi-Annual Installments as special assessments pursuant to the Act in the manner specified in this Contract. Upon execution of this Contract, City will cause this Contract to be recorded against the Property in the office of the Register of Deeds.
- b) Property Owner hereby agrees and acknowledges: (i) that Property Owner has received or will receive a special benefit by financing the Project through GI-PACE that equals or exceeds the total amount of the PACE Special Assessments (ii) that the Property is subject to the PACE Special Assessments and consents to the levy of the Bi- Annual Installments; (iii) that

Property Owner shall pay the Bi-Annual Installments when due pursuant to the terms set forth in this Contract, the Loan Agreement and the Note; and (iv) that Bi-Annual Installments of the PACE Special Assessments are a lien on the Property as provided in the Act and the Ordinance.

4. Term. This Contract shall remain in full force and in effect until the Loan Amount and all other charges, fees, expenses and other amounts due under this Contract, the Loan Agreement and the Note have been paid in full.

5. Bi-Annual Installments.

- a) During the term of this Contract, City expects to collect the Bi-Annual Installments with the assistance of the County Treasurer. The County Treasurer shall collect the Bi-Annual Installments and City, the Property Owner and the Lender agree that the County Treasurer may deduct from such Bi-Annual Installments a collection fee in such amount as allowed by law (the "County Treasurer Fee").
- b) The aggregate amount of all PACE Special Assessments shall equal the Loan Amount and any such amount as needed to pay the County Treasurer Fee, as shown on Exhibit C attached and incorporated by this reference.
- c) Property Owner hereby agrees to pay the property tax bills and Bi-Annual Installments for the Property during the term of this Contract, which shall not exceed the weighted average useful life of the energy project, in a timely fashion so as to avoid any default or delinquency in such payment.
- d) If Property Owner fails to pay all or part of any Bi-Annual Installment when due, the parties hereto acknowledge and agree that (i) default interest on the unpaid amounts of the Bi-Annual Installments shall accrue in favor of Lender as set forth in the Note, (ii) such default interest shall be added to the PACE Special Assessments and shall be included as part of the Bi-Annual Installments due thereafter unless and until all such accrued and unpaid default interest is paid in full, and (iii) such default interest shall be in addition to any and all penalties and interest that may be imposed by or accrue in favor of City as a result of Property Owner's failure to pay real estate or other property taxes or other assessments on the Property. In addition, Bi-Annual Installments shall continue to be levied as special assessments notwithstanding Property Owner's failure to pay all or part of any past Bi-Annual Installment, such that the County Treasurer shall continue to levy Bi-Annual Installments, including default interest to be paid to Lender, until the Loan Amount, including all accrued and unpaid interest, is paid in full.
- e) Property Owner hereby acknowledges and agrees that failure to pay any Bi-Annual Installment of the PACE Special Assessments, like failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing in favor of Lender on the amounts due, in addition to penalties and interest that may accrue in favor of City. In addition, City shall

record a PACE lien on the Property as a result of any delinquent Bi-Annual Installments of the PACE Special Assessments. Furthermore, Property Owner agrees not to seek a compromise of any delinquent Bi-Annual Installment.

6. Loan Amount; Prepayment.

- a) Subject to the terms and conditions in the Loan Agreement, Lender agrees to disburse to Property Owner the Loan Amount.
- b) Property Owner may only prepay the Loan as set forth in the Construction Loan Agreement. In the event of any permitted prepayment, Lender shall certify to Property Owner and City the aggregate amount due on the Loan, including principal, interest, and fees and any prepayment premium, within thirty (30) days of receipt of a written request for prepayment from Property Owner. City shall certify to Property Owner and Lender any and all amounts collected by City and not yet remitted to Lender within fifteen (15) days of receipt of a written request for prepayment by Property Owner, as well as any administrative fees payable, but not yet collected, as of the anticipated prepayment date. To the extent that City has received any funds from Property Owner prior to Property Owner's requested date of prepayment, but has not yet remitted the same to Lender, City shall remit the same to Lender on or before the date of Property Owner's requested date of prepayment. No prepayment shall be effective, and no funds paid by Property Owner or City will be applied to the Loan Amount, unless and until Lender receives the full Loan Amount from City and Property Owner. Property Owner acknowledges that failure of City to remit any funds held by City on or prior to Property Owner's requested date of prepayment may result in additional interest due in connection with such prepayment.
- c) Without the prior written consent of Lender, which consent may be given or withheld in Lender's sole discretion, the Loan may not be prepaid in part and, if such consent is given, any such partial prepayment must be made in strict compliance with the terms and conditions set forth in such written consent, which terms and conditions may include a prepayment penalty. Any partial prepayment in violation of this provision will not be accepted by Lender. Notwithstanding the foregoing, Property Owner shall not be deemed to have made a prepayment if Property Owner decides to pay any Bi-Annual Installment in full, as opposed to payment on an installment basis, for any given year, as applicable.
- d) Lender, pursuant to Neb. Rev. Stat. §13-3205(3)(b), shall verify final costs of the energy project and ensure that any amounts paid by the City toward the costs of the energy project will not exceed such final costs.

7. Collection of Bi-Annual Installments; Payments to Lender.

- a) The County Treasurer shall follow reasonable and customary practices to collect the Bi-Annual Installments once levied, including assessing penalties

and charging interest.

- b) City agrees to separately account for any Bi-Annual Installment payments collected or otherwise received for the Property. City shall remit the collected Bi-Annual Installment payments to Lender in accordance with the payment schedule set forth in this Contract.

8. Other Obligations Payable from Special Charges. City will not issue or incur any obligations payable from the proceeds of the PACE Special Assessments nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge upon the PACE Special Assessments or the Bi-Annual Installments, except for administrative fees as provided in this Contract or as allowed by the Act.

9. City Representations regarding Loan and Loan Documents. The undersigned, on behalf of City, hereby represents to Lender and to Property Owner that (i) they entering this Contract pursuant to applicable provisions of the Act and City of Grand Island Ordinance No. 9752; (ii) it is their intent and belief that this Contract is and will be the valid and legally enforceable obligation of City, enforceable in accordance with its terms except to the extent that enforcement thereof may be subject to legal challenge, including without limitation bankruptcy and other similar laws affecting creditors' rights generally; and (iii) to their knowledge this Contract and the dollar amount and all other terms and conditions set forth herein are in compliance with the provisions of the Act and the Ordinance. City shall at all times, to the extent permitted by law and from time to time authorized by the City Council of City, defend, preserve and protect the PACE Special Assessments created by this Contract.

10. Re-Levy of Special Charge. If City shall have omitted to cause the assessment or collection of any PACE Special Assessments when it is required by this Contract or by the Act or Ordinance to have done so, then City shall take all necessary steps that are then available to cause new PACE Special Assessments (equal in amount to those not assessed, levied or collected plus interest and penalties, if any, thereon) to be levied against the Property in addition to those PACE Special Assessments otherwise to be levied or assessed against the Property.

11. Waiver of Claims Against City.

- a) For and in consideration of City's execution and delivery of this Contract, Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under Property Owner, hereby waives the right to recover from City, GI-PACE, or any officials, agents, employees, attorneys or representatives of City or GI-PACE (collectively, the "City Parties"), and fully and irrevocably releases, indemnifies, holds harmless, and shall defend the City Parties, and each of them, from and against, any and all claims, costs, expenses, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that Property Owner may now have or hereafter acquire against any of the City Parties and arising out of, accruing from or related to: (i) this Contract, (ii) the disbursement of the Loan Amount, (iii) the levy and collection of the Bi-Annual Installments, (iv) the imposition of the lien of the

PACE Special Assessments, (v) the performance of the Project, (vi) the Project, (vii) any damage to or diminution in value of the Property that may result from construction or installation of the Project, (viii) any injury or death that may result from the construction or installation of the Project, (ix) the selection of manufacturer(s), dealer(s), supplier(s), contractor(s) and/or installer(s), and their action or inaction with respect to the Project, (x) the merchantability and fitness for any particular purpose, use or application of the Project, (xi) the amount of energy savings resulting from the Project or any assured performance guaranty, (xii) the workmanship of any third parties under any agreements including any construction contracts, and (xiii) any other matter with respect to the Program (collectively, the "Liabilities").

- b) This release includes without limitation claims, costs, expenses, obligations, liabilities, causes of action and damages of which Property Owner is not presently aware or which Property Owner does not suspect to exist which, if known by Property Owner, would materially affect Property Owner's release of the City Parties. Notwithstanding the foregoing, Property Owner's release under this section shall not extend to Liabilities arising from City's intentional default, gross negligence or willful misconduct.
- c) This Section 11 shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by Property Owner and the termination of this Contract.

12. Waiver of Claims Against Lender.

- a) For and in consideration of Lender's execution and delivery of this Contract, Property Owner, for itself and for its successor-in-interest to the Property and for any one claiming by, through or under Property Owner, hereby waives the right to recover from the Lender and any and all officials, agents, employees, attorneys and representatives of Lender (collectively, the "Lender Parties"), and fully and irrevocably releases the Lender Parties from, any and all claims, obligations, liabilities, causes of action or damages including attorneys' fees and court costs, that Property Owner may now have or hereafter acquire against any of the Lender Parties and accruing from or related to the Liabilities, as defined above.
- b) This release includes claims, obligations, liabilities, causes of action and damages of which Property Owner is not presently aware or which Property Owner does not suspect to exist which, if known by Property Owner, would materially affect Property Owner's release of the Lender Parties. Notwithstanding the foregoing, Property Owner's release under this Section shall not extend to Liabilities arising from Lender's intentional default, gross negligence or willful misconduct.
- c) The waivers and releases by Property Owner contained in this Section shall survive the disbursement of the Loan Amount or any portion thereof, the payment of the Loan Amount in full, the transfer or sale of the Property by Property Owner and the termination of this Contract.

13. Administrative Fees.

- a) Property Owner agrees to pay a one-time administration processing fee to City in the amount of one percent (1%), not to exceed Forty Thousand Dollars (\$40,000.00) of the project costs financed through the Loan (i.e., the Loan amount less all fees and expenses incurred in issuing the Loan), or _____ and /100 Do.
- b) The Bi-Annual Installments shall include a Bi-Annual administrative fee to be collected by City in the amount of One Thousand Dollars (\$1,000.00) per year as of January 1st of each year. This fee shall be included, on a Bi-Annual basis, in the Bi-Annual Installments to be set forth on Schedule of Bi-Annual Installments attached hereto as **Exhibit C**.

14. Project Completion. Upon completion of the Project, Property Owner will submit to City and Lender a written certification from Property Owner and the contractor(s), if any, that performed the work incident to the construction and installation of the Project, stating the actual cost of the Project. If the actual cost of the Project is less than the Loan Amount advanced by the Lender, the Property Owner shall immediately repay to City the excess of the amount advanced over such actual cost of the Project and City shall remit the full amount thereof to Lender.

15. Notices.

All notices, requests, demands and other communications hereunder shall be given in writing and shall be: (a) personally delivered; (b) sent by registered or certified mail, return receipt requested, postage prepaid; or (c) sent to the parties at their respective addresses indicated herein by private overnight mail courier service. The respective addresses to be used for all such notices, demands or requests are as follows:

- a) If to Property Owner, to:

or to such other person or address as Property Owner shall furnish to Lender and GI-PACE in writing.
- b) If to Lender, to:

or to such other person or address as Lender shall furnish to Property Owner and City in writing.
- c) If to City, to:

or to such other person or address as City shall furnish to Property Owner and Lender in writing.

If personally delivered, such communication shall be deemed delivered upon actual receipt (or refusal to accept delivery); if sent by registered or certified mail, such communication shall be deemed delivered upon actual receipt (or refusal to accept delivery); and if sent by overnight courier pursuant to this Section, such communication shall be deemed delivered upon receipt. Any party to this Contract may change its address for the purposes of this Contract by giving notice thereof in accordance with this Section.

16. Assignment or Sale by Lender. Property Owner and City agree that Lender

may, at its option, assign the Loan, and its rights and obligations under the Loan (including this Contract, the Note and the other Loan Documents). Property Owner, City and Lender acknowledge and agree that there are no limitations on the right of Lender to assign its interests in the Loan.

17. Supremacy. In the event of any conflict, inconsistency or ambiguity between the provisions of this Contract and the provisions of the Loan Agreement, the provisions of this Contract shall control.

18. Compliance with Laws. Lender and Property Owner hereby agree to comply with all applicable federal, state and local lending and disclosure requirements and with the provisions of the Act.

19. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed a single agreement.

20. Amendment. This Contract may be amended only by a writing signed by Property Owner, Lender and City.

21. Severability. If any one or more of the provisions of this Contract shall be found to be invalid, illegal or unenforceable in any respect of to any extent, such finding shall not affect the validity, legality or enforceability of the remaining provisions of this Contract.

22. Transferability. Property Owner, Lender and City agree that the obligations of this Contract, including without limitation the obligation to pay annual assessments, are covenants that shall run with the land and be obligations that are binding on all future owners of the Property.

23. Effect of Subdivision of Property. No subdivision of the Property subject to this Contract shall be valid unless an amendment to this Contract divides the total Bi-Annual Assessment due between the newly subdivided parcels pro rata to the special benefit realized by each subdivided parcel.

24. Incorporation by Reference. All recitals at the beginning of this Contract and all Exhibits referenced in this Contract shall be incorporated into this Contract by reference.

[Signature Page Follows]

Executed as of the date set forth above.

PROPERTY OWNER

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that s/he is the _____ of the _____, a _____, and that said instrument was signed on behalf of said company by authority of its members, and said individual acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

(SEAL)

Printed Name: _____
Notary Public in and for said State
Commissioned in _____

My commission expires: _____.

LENDER

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of _____ a _____ limited liability company, and that said instrument was signed on behalf of said company by authority of its members, and said individual acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

(SEAL)

Printed Name: _____
Notary Public in and for said State
Commissioned in _____

My commission expires: _____.

CITY OF GRAND ISLAND

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) **SS.**
COUNTY OF HALL)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that they are the _____ of the City of Grand Island, a Nebraska Municipality, which created, a clean energy assessment district pursuant to City of Grand Island No. 9752, and that this instrument was signed on behalf of said City by authority of its governing body, and said individual acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

(SEAL)

Printed Name: _____
Notary Public in and for said State
Commissioned in _____

My commission expires:_____.



City of Grand Island

Tuesday, October 22, 2019

Council Session

Item E-4

Public Hearing on Acquisition of Utility Easement - 228 Lake Street - Grand Island Hotel, LLC

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: October 22, 2019

Subject: Acquisition of Utility Easement – 228 Lake Street –
Grand Island Hotel, LLC

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire a utility easement relative to the property of Grand Island Hotel, LLC, located through a part of two tracts of land in Lot One (1), King's Crossing Subdivision, in the City of Grand Island, Hall County, Nebraska (228 Lake Street), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Grand Island Hotel, LLC, has requested a new electrical service for a new Comfort Suites Hotel being built at 228 Lake Street. A new three-phase padmount transformer and 4" conduit containing 1/0 copper wire will be installed along the west property line to accommodate the new service. The proposed easement tracts will allow the Utilities Department to install, access, operate and maintain the electrical infrastructure at this location.

Alternatives

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

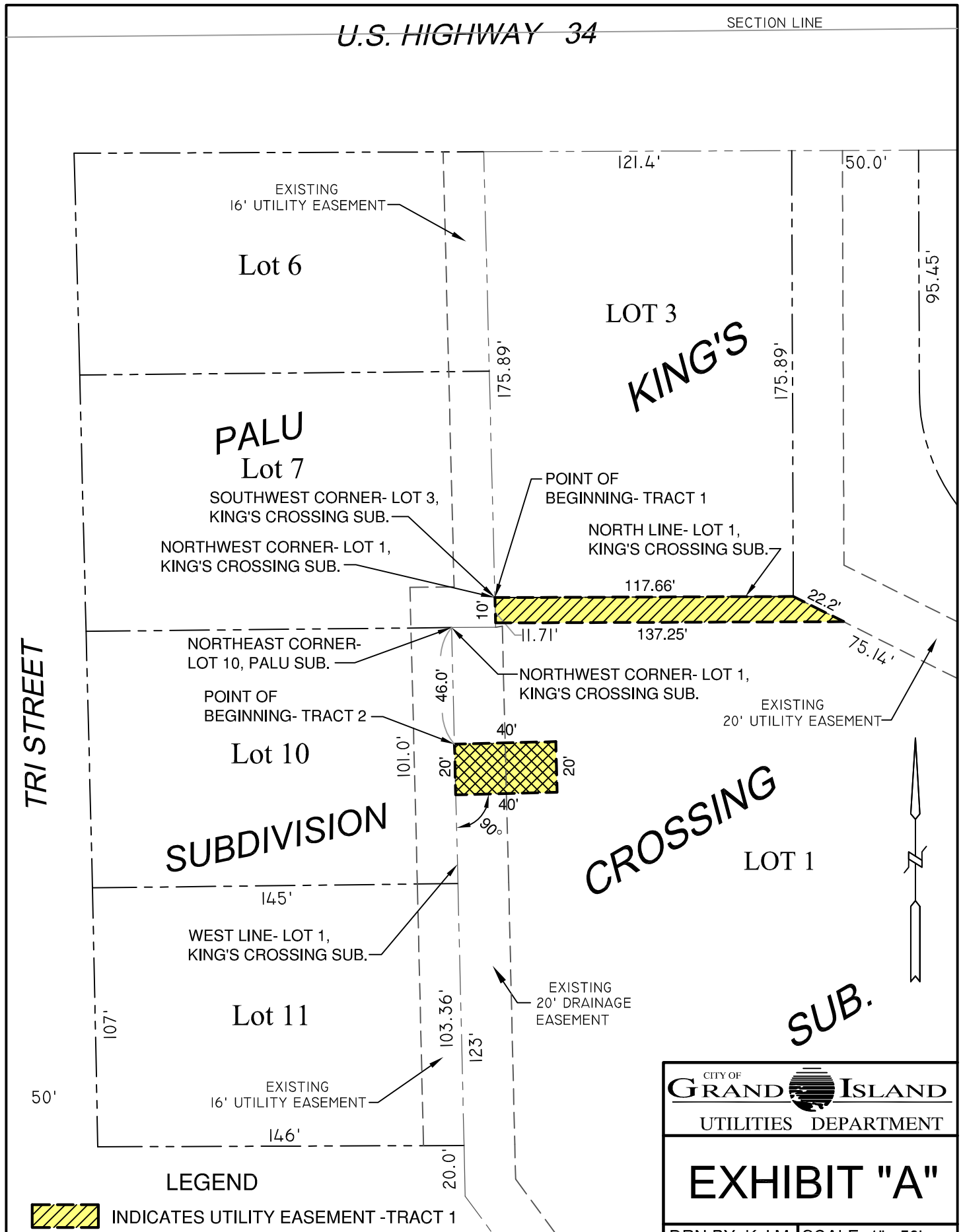
1. Make a motion to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.





City of Grand Island

Tuesday, October 22, 2019

Council Session

Item F-1

#9751 - Consideration of Zoning Change located at 721 West 9th Street from R4-High Density Residential to B2-General Business Zone (Juan and Elena Montejo)

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

Staff Contact: Chad Nabity

ORDINANCE NO. 9751

An ordinance rezoning a certain tract of land within the zoning jurisdiction of the City of Grand Island; changing the land use classification of Lot 5 of H. G. Clark's Addition to the City of Grand Island, Hall County, Nebraska, from R-4 High Density Residential to B-2 General Business 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 October 2, 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 October 22, 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-4 High Density Residential to B-2 General Buiness Zone;

A TRACT OF LAND CONSISTING OF ALL OF LOT FIVE (5) H.G. CLARK'S ADDITION TO THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA

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

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

ORDINANCE NO. 9751 (Cont.)

SECTION 2. That this ordinance shall be in force and take effect from and after its passage and publication, within fifteen days in one issue of the Grand Island Independent as provided by law.

Enacted: October 22, 2019

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 22, 2019

Council Session

Item F-2

#9752 - Consideration of Amending Chapter 37 of the Grand Island City Code Relative to Creating a Clean Energy Assessment District (PACE)

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

Staff Contact: Jerry Janulewicz

ORDINANCE NO. 9752

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA TO AMEND CHAPTER 37 OF CITY CODE ADDING ARTICLE V. GRAND ISLAND PACE DISTRICT TO CREATE A CLEAN ENERGY ASSESSMENT DISTRICT; TO ESTABLISH DEFINITIONS; TO PROVIDE FOR THE FINANCING, ADMINISTRATION, AND COLLECTIONS, TO PROMOTE ENERGY EFFICIENCY IMPROVEMENTS AND RENEWABLE ENERGY SYSTEMS; TO CLARIFY AND/OR MAKE GENERAL CORRECTIONS TO VARIOUS CODE SECTIONS; TO REPEAL ANY ORDINANCE OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND TO PROVIDE THE EFFECTIVE DATE HEREOF.

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

SECTION 1. Chapter 37 Title and Article V. Sections 37-36 thru 37- of the Grand Island City Code is hereby amended to read as follows:

CHAPTER 37 PLANNING, COMMUNITY DEVELOPMENT AND GI-PACE

Article V. Grand Island PACE District

§37-36. Grand Island PACE (GI-PACE) District; Creation

The City of Grand Island desires to create a clean energy assessment district to enable property assessed clean energy financing for its property owners while; to authorize the clean energy assessment district to enable third-party lenders to accept applications and enter into financing agreements with property owners within the boundaries of the district; and to create a clean energy assessment district, which shall be known as the Grand Island PACE District (“GI-PACE”), as authorized by Nebraska Revised Statute Sections 13-3203 and 13-3204(3), which boundaries shall be the corporate boundaries of the City of Grand Island and its extraterritorial jurisdiction.

§37-37. Findings and Determinations

That the City Council of the City of Grand Island, Nebraska (the “City”), hereby finds and determines as follows:

Pursuant to Neb. Rev. Stat. §§13-3201 to 13-3211, inclusive, the Property Assessment Clean Energy Act (the “Act”), energy efficiency and the use of renewable energy are important for preserving the health and economic well-being of Nebraska’s citizens. Using less energy decreases the cost of living and keeps the cost of public power low by delaying the need for additional power plants. To further these goals, it is necessary for the City to promote energy efficiency improvements and renewable energy systems. Upfront costs for energy efficiency improvements and renewable energy systems may prohibit or deter many property owners from

Approved as to Form	by _____
October 18, 2019	City Attorney

ORDINANCE NO. 9752 (Cont.)

making improvements. It is necessary for the City to implement an alternative financing method through the creation of a clean energy assessment district.

Financing energy projects to further these goals is a valid purpose and can be accomplished through Property Assessed Clean Energy (“PACE”) financing, which is used to overcome the upfront costs for energy efficiency improvements and renewable energy systems by using private capital and equity, rather than public debt.

Pursuant to the Act and Neb. Rev. Stat. §13-3204, the City of Grand Island is authorized to establish a clean energy assessment district so that owners of qualifying property can access PACE financing for energy efficiency improvements or renewable energy improvements to their properties located in the City. The City also may enter into an agreement with one or more other municipalities pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. §§13-801, et seq., for the joint creation, administration, or creation and administration of clean energy assessment districts, pursuant to Neb. Rev. Stat. §13-3210. The City declares its intent that the provisions of this Chapter shall be in conformity with federal and state laws. The City enacts this Chapter pursuant to the Act, as amended.

§37-38. Title and Definitions

Except the words and phrases specifically defined below or in Neb. Rev. Stat. §13-3203, as amended, words and phrases used in this Article shall have their customary meanings. As used in this Chapter, the following words and phrases shall have the following meanings:

District. The City of Grand Island PACE District, created pursuant to this Chapter, as authorized by Neb. Rev. Stat. §§13-3203 and 13-3204(3), which boundaries shall be the corporate boundaries of the City and its extraterritorial jurisdiction.

District Administrator. The GI-PACE committee consisting of the Planning Director, Building Department Director, Public Works Director, Utilities Director and City Attorney, or the designee of each, or a third-party administrator selected by the City. The committee shall appoint a designee for signatures.

Energy Project. The installation or modification of an energy efficiency improvement or the acquisition, installation, or improvement of a renewable energy system. Energy Projects shall be limited to projects having an estimated cost of \$250,000 or more.

PACE Financing. Funds provided to the owner(s) of qualified property by a third-party lender, pursuant to the Act and this Chapter, for an energy efficiency improvement or renewable energy system(s).

Qualifying Property. Commercial property, including multifamily residential property having more than four (4) dwelling units, and industrial property located in the District.

§37-39. District Boundaries and requirements Pursuant to Neb. Rev. Stat. §13-3204(3).

The City finds that the financing of energy efficiency improvements and renewable energy systems is a valid public purpose. Such public purposes include, but are not limited to, reduced energy and water costs, reduced greenhouse gas emissions, economic stimulation and development, improved property valuation, and increased employment.

- a) The boundaries of the District shall be the corporate boundaries of the City and its extraterritorial jurisdiction, as allowed pursuant to Neb. Rev. Stat. § 13-3204(1).
- b) The District Administrator shall use a form contract, as contained in the GI-PACE Manual, for assessment contracts among the City, the owner of the qualifying property, and a third-party lender, governing the terms and conditions of financing and annual assessments in accordance with the Act, including Neb. Rev. Stat. § 13-3205(1), which provides for repayment of the costs financed through annual assessments upon the qualifying property benefited by the energy project.
- c) The District Administrator is authorized to enter into assessment contracts on behalf of the City.
- d) The District Administrator will use a financing application process and eligibility requirements, which shall be more specifically defined in a program manual created by the District Administrator for financing energy projects in accordance with the requirements of the Act and accepted by the third-party lender.

§37-40. Minimum Program Eligibility Requirements

Submission of an application, contained in the GI-PACE Manual, to the District Administrator, which shall include, but not be limited to, the following information:

- a) Applicant name and contact information, including property owner and developer;
- b) Project location and legal description;
- c) Identification of contractor or supplier, including anticipated PACE contractor and a copy of the approved bid for the energy efficiency project;
- d) Project description;
- e) Total project cost; in an amount of not less than Two-Hundred Fifty Thousand (\$250,000.00) Dollars;
- f) Description of proposed improvements;
- g) Description of energy efficiency project to be financed;
- h) Amount of requested assessment;
- i) Interest rate on the PACE assessment and any required fees;
- j) Term of assessment;
- k) Energy savings report indicating estimated energy savings and estimated cost savings for the energy project issued by a duly licensed Nebraska Professional Engineer;

ORDINANCE NO. 9752 (Cont.)

- l) Whether the applicant is requesting a waiver of the estimated economic benefit requirement;
- m) Title report showing any mortgage or lien holders;
- n) Lender consent;
- o) Projected jobs created by PACE project;
- p) Project environmental benefits;
- q) Funding source; and
- r) All other such information as needed to demonstrate the project complies with all the requirements of the Act.

§37-41. Estimated Economic Benefit; Waiver; Denial; Appeal

The District Administrator may grant an applicant's request to waive the estimated economic benefit requirement. If the District Administrator denies the applicant's waiver request, the applicant may appeal the denial by submitting a request in writing to the City Administrator for the City. The appeal shall be mailed by certified mail or hand delivered to the City Administrator within fourteen (14) days after the denial. The City Administrator will review the matter on the record made by the District Administrator and, after providing the applicant an informal opportunity to be heard, the City Administrator will make the final decision.

§37-42. Project Eligibility

The District Administrator shall review the application to determine whether the energy project meets the eligibility requirements of the Act and this Ordinance. An energy project shall not be eligible for PACE financing if the qualifying property is subject to any of the following:

- a) Delinquent ad valorem taxes;
- b) Delinquent personal property taxes;
- c) Delinquent special assessments;
- d) Overdue or delinquent electric, water or sewer charges;
- e) Involuntary liens, including but not limited to construction liens;
- f) Notice of default pursuant to any mortgage or deed of trust related to the qualifying property, or
- g) If the property owner or property developer is delinquent in the payment of any assessment required to be paid for any energy efficiency improvement financed pursuant to the Act.

§37-43. Application Approval

If the energy project is determined to be eligible under the terms of the Act and as required in this Chapter, the District Administrator shall review the application and approve, request additional information, or deny the application at their discretion.

§37-43. Assessment Contract

ORDINANCE NO. 9752 (Cont.)

Upon approval of an application, the District Administrator is authorized to proceed with and execute an assessment contract. The form Contract is attached as “Exhibit A.”

§37-44. Assessment Levy

Pursuant to Neb. Rev. Stat. § 13-3205(7), annual assessments agreed to under an assessment contract shall be levied against the qualifying property and collected in accordance with the Act.

§37-45. Debt Servicing

The District shall establish procedures to determine the following in the future:

- a) Subject to prior approval of the City Council, the District Administrator or third party administrator shall establish Pprovisions for an adequate debt service reserve fund created under Neb. Rev. Stat. §13-3209, if applicable;
- b) Subject to prior approval of the City Council, the District Administrator or third party administrator shall establish Pprovisions for an adequate loss reserve fund created under Neb. Rev. Stat. §13-3208, if applicable; and
- c) Any application, administration, or other program fees to be charged to owners participating in the program that will be used to finance costs incurred by the City as a result of the program.

§37-46. Assessment Term.

The assessment term shall not exceed the weighted average useful life of the energy project paid for by the annual assessments.

§37-47. Transfer Upon Sale; Movable Property

Any energy efficiency improvement that is not permanently affixed to the qualifying property upon which an annual assessment is imposed to repay the cost of such energy efficiency improvement must be conveyed with the qualifying property if a transfer of ownership of the qualifying property occurs during the assessment term.

§37-48. Transfer Upon Sale; Purchaser Assumes Responsibility

Prior to the effective date of any contract that binds the purchaser to purchase qualifying property upon which an annual assessment is imposed, the owner shall provide notice to the purchaser that the purchaser assumes responsibility for payment of the annual assessment as provided in Neb. Rev. Stat. § 13-3205(3)(d), and that the obligations set forth in the assessment contract, including the obligation to pay annual assessments, are a covenant that shall run with the land and be assessed upon future owners of the qualifying property.

§37-49. Marketing and Participant Education

In connection with providing PACE financing, the City will provide for marketing and participant education.

§37-50. Verification of Operation

The City shall obtain, or applicable third-party lenders shall obtain and provide to the City, written verification by a duly licensed Nebraska Professional Engineer that the renewable energy system or energy efficiency improvement was properly installed and is operating as intended.

§37-51. Authorization for PACE Program.

Pursuant to Neb. Rev. Stat. § 13-3204(1), the District shall be governed by the Grand Island City Council.

- a) The District Administrator shall comply with the Act and the provisions of this Chapter and follow any applicable City procurement policy and procedures for selecting a third-party administrator, should a third-party administrator be selected for the administration of the PACE program. Any such third-party administrator must ensure that there is no financial requirement, liability, or exposure to the District or City. The District Administrator as defined in Section 2 of this ordinance may serve as the administrator of the PACE program for the District and City.
- b) The District or City may also engage the services of a state or local financing agency for the purposes of providing conduit bond financing for the District or City as part of its third-party administration.
- c) Upon selection of a third-party administrator, that third-party administrator may, on behalf of the City, accept applications for financing energy efficient improvements within the District boundaries, facilitate the financing application process, and review eligibility requirements for financing energy projects in accordance with the requirements of the Act and as accepted by the third-party lender.
- d) The District may be expanded via the Interlocal Cooperation Act in order to create a program of sufficient size and scale to attract qualified third-party administrators and/or to promote energy efficiency across multiple political subdivisions, as authorized under the Act.

§37-52. Liability of City Officials; Liability of City

That notwithstanding any other provision of law to the contrary, officers, officials, employees, or agents of the City, the District, or Hall County shall not be personally liable to any person or entity for any claims, liabilities, costs, or expenses, of whatever kind or nature, under, arising out of, or related to the City's or District's participation in the District's PACE Program or any PACE Financing, including, without limitation, claims for or related to uncollected PACE

ORDINANCE NO. 9752 (Cont.)

Assessments. Not in limitation of the foregoing, the City has no liability to a property owner or lender for or related to energy savings improvements or funding under a PACE Financing or Program, other than to remit PACE Assessments received in accordance with the Act.

SECTION2. Any Ordinance or parts of ordinances in conflict herewith be, and hereby are, repealed.

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

Enacted: October 22, 2019

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 22, 2019

Council Session

Item F-3

#9753 - Consideration of Vacation of Public Utility and Drainage Easements in Prairie Commons Third Subdivision; South of Husker Highway and West of US Highway 281 (Prataria Ventures, LLC)

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 22, 2019

Subject: Consideration of Vacation of Public Utility and Drainage Easements in Prairie Commons Third Subdivision; South of Husker Highway and West of US Highway 281 (Prataria Ventures, LLC)

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

Background

Public utility and drainage easements were dedicated with the plat of Prairie Commons Third Subdivision and filed with Hall County Register of Deeds on April 12, 2019 as Document No. 201902065.

Discussion

The current property owner/developer of Prairie Commons Third Subdivision is requesting to vacate such dedicated easements that currently lie within Lot Two (2), Block One (1) of such subdivision. There are no utilities currently or proposed within these easements that will be affected by the vacation. The attached sketch details the referenced easements to be vacated.

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

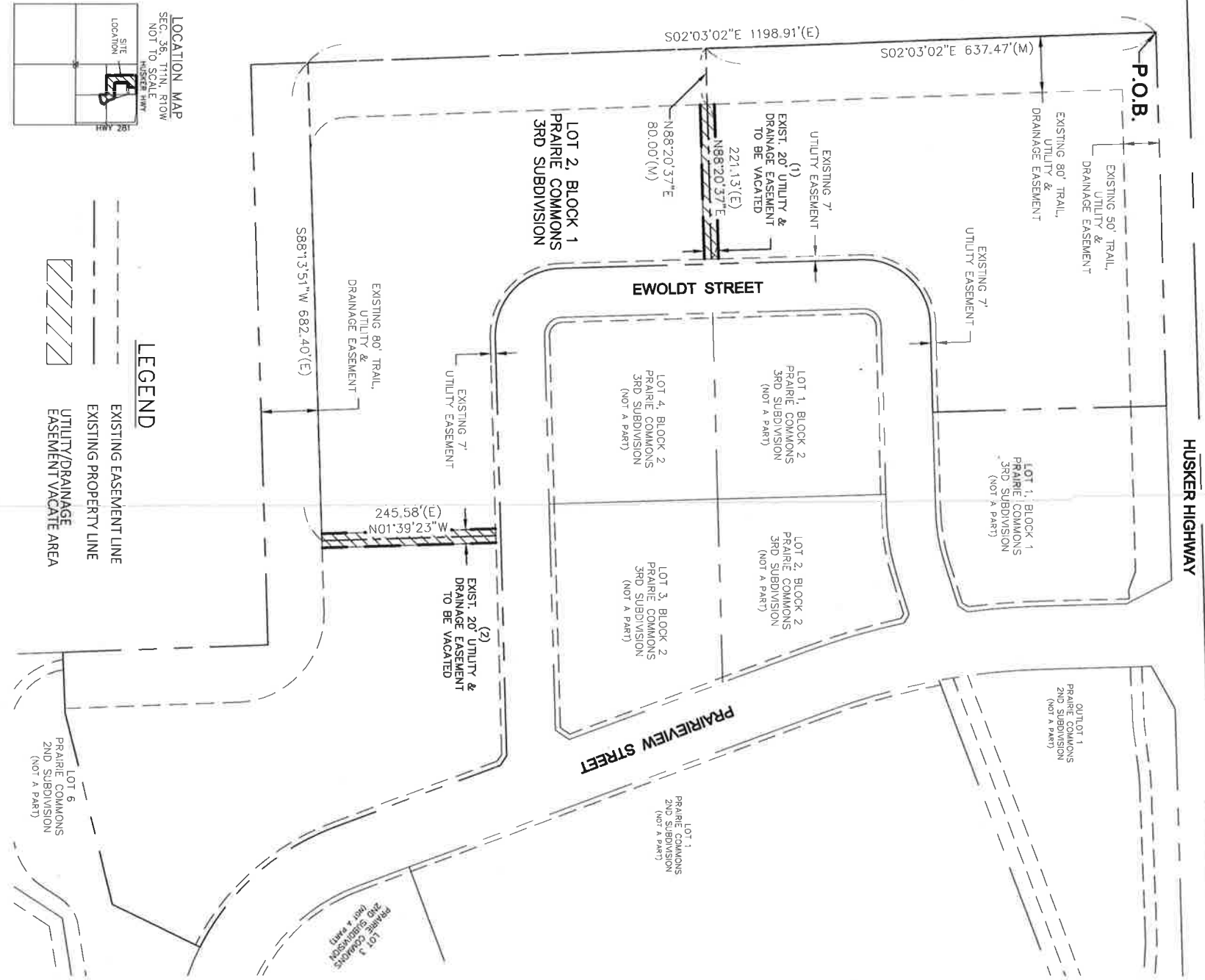
City Administration recommends that the Council pass an ordinance vacating the public utility and drainage easements in Prairie Commons Third Subdivision (Prataria Ventures, LLC).

Sample Motion

Move to pass an ordinance vacating the easements.



SCALE IN FEET



LOCATION MAP
SEC. 36, T11N, R10W
NOT TO SCALE
HUSKER HWY

LEGEND

- EXISTING EASEMENT LINE
- EXISTING PROPERTY LINE
- UTILITY/DRAINAGE EASEMENT VACATE AREA

(1) VACATE DESCRIPTION – 20' UTILITY & DRAINAGE EASEMENT

A 20 FT. UTILITY AND DRAINAGE EASEMENT LOCATED IN LOT 2, BLOCK 1, PRAIRIE COMMONS THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2, BLOCK 1, PRAIRIE COMMONS THIRD SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S02°03'02"E, ALONG THE WEST LINE OF SAID LOT 2, BLOCK 1, A DISTANCE OF 637.47 FEET; THENCE N88°20'37"E A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE CENTERLINE OF A 20 FT. UTILITY AND DRAINAGE EASEMENT; THENCE N88°20'37"E A DISTANCE OF 22.13 FEET TO THE WEST LINE OF AN EXISTING 7' UTILITY EASEMENT AND ALSO BEING THE POINT OF TERMINATION. SAID 20 FT. UTILITY AND DRAINAGE EASEMENT CONTAINS A CALCULATED AREA OF 4422.56 SQUARE FEET OR 0.102 ACRES MORE OR LESS.

(2) VACATE DESCRIPTION – SOUTH 20' UTILITY & DRAINAGE EASEMENT

A 20 FT. UTILITY AND DRAINAGE EASEMENT LOCATED IN LOT 2, BLOCK 1, PRAIRIE COMMONS THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2, BLOCK 1, PRAIRIE COMMONS THIRD SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S02°03'02"E, ALONG THE WEST LINE OF SAID LOT 2, BLOCK 1, A DISTANCE OF 1198.91 FEET; THENCE N88°13'51"E A DISTANCE OF 682.40 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE CENTERLINE OF A 20 FT. UTILITY AND DRAINAGE EASEMENT; THENCE N01°39'23"W A DISTANCE OF 245.58 FEET TO THE SOUTH LINE OF AN EXISTING 7' UTILITY EASEMENT AND ALSO BEING THE POINT OF TERMINATION. SAID 20 FT. UTILITY AND DRAINAGE EASEMENT CONTAINS A CALCULATED AREA OF 4911.59 SQUARE FEET OR 0.113 ACRES MORE OR LESS.

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DATE: Sep 12, 2019 3:22pm		XREFS: V_RWAY-PC 3RD_61176	
PROJECT NO:	2019-2696	EASEMENT	
DRAWN BY:	JMJ	VACATE	
DATE:	09.05.2019	olsson	
		201 East 2nd Street Grand Island, NE 68801 TEL 308.384.8750	EXHIBIT
			1

ORDINANCE NO. 9753

An ordinance to vacate existing public utility and drainage easements and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; to repeal any ordinance or parts of ordinances in conflict herewith, and to provide for publication and the effective date of this ordinance.

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

SECTION 1. That existing public utility and drainage easements located in Prairie Commons Third Subdivision, in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

A TWENTY (20) FOOT UTILITY AND DRAINAGE EASEMENT LOCATED IN LOT TWO (2), BLOCK ONE (1), PRAIRIE COMMONS THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT TWO (2), BLOCK ONE (1), PRAIRIE COMMONS THIRD SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S02°03'02"E, ALONG THE WEST LINE OF SAID LOT 2, BLOCK 1, A DISTANCE OF 637.47 FEET; THENCE N88°20'37"E A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE CENTERLINE OF A TWENTY (20) FOOT UTILITY AND DRAINAGE EASEMENT; THENCE N88°20'37"E A DISTANCE OF 221.13 FEET TO THE WEST LINE OF AN EXISTING SEVEN (7) FOOT EASEMENT AND ALSO BEING THE POINT OF TERMINATION. SAID TWENTY (20) FEET UTILITY AND DRAINAGE EASEMENT CONTAINS A CALCULATED AREA OF 4422.56 SQUARE FEET OR 0.102 ACRES MORE OR LESS.

Approved as to Form	☐ _____
October 18, 2019	☐ City Attorney

ORDINANCE NO. 9753 (Cont.)

AND

A TWENTY (20) FOOT UTILITY AND DRAINAGE EASEMENT LOCATED IN LOT TWO (2), BLOCK ONE (1), PRAIRIE COMMONS THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT TWO (2), BLOCK ONE (1), PRAIRIE COMMONS THIRD SUBDIVISION; THENCE ON AN ASSUMED BEARING OF S02°03'02"E, ALONG THE WEST LINE OF SAID LOT TWO (2) BLOCK ONE (1), A DISTANCE OF 1198.91 FEET; THENCE N88°13'5"E A DISTANCE OF 682.40 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE CENTERLINE OF A TWENTY (20) FOOT UTILITY AND DRAINAGE EASEMENT; THENCE N01°39'23"W A DISTANCE OF 245.58 FEET TO THE SOUTH LINE OF AN EXISTING SEVEN (7) FOOT UTILITY EASEMENT AND ALSO BEING THE POINT OF TERMINATION. SAID TWENTY (20) FOOT UTILITY AND DRAINAGE EASEMENT CONTAINS A CALCULATED AREA OF 4911.59 SQUARE FEET OR 0.113 ACRES MORE OR LESS.

is hereby vacated. Such easements to be vacated are shown and more particularly described on Easement Vacate Exhibit 1 attached hereto.

SECTION 2. The title to the property vacated by Section 1 of this ordinance shall revert to the owner or owners of the real estate upon which the easement is located.

SECTION 3. This ordinance is directed to be filed, with the drawing, in the office of the Register of Deeds of Hall County, Nebraska.

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

Enacted: October 22, 2019

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 22, 2019

Council Session

Item F-4

#9754 - Consideration of Sale of Property Located at 215-221 East 3rd Street to S & V Investments, LLC (Parcel No. 400005751)

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

Council Agenda Memo

From: John Collins PE, Public Works Director

Meeting: October 22, 2019

Subject: Consideration of Sale of Property Located at 215- 221 East 3rd Street to S & V Investments, LLC (Parcel No. 400005751)

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

Background

On August 21, 2019 the Public Works Department solicited bids to purchase the City owned parking lot at 215 -221 East 3rd Street. Such property was previously utilized to park vehicles for Hall County Transportation, now known as CRANE. With the relocation of the transit office there is no need for the City to own this parking lot. The sale of such parcel will eliminate maintenance costs and liability for the City.

S & V Investments, LLC is the owner of 213 East 3rd Street, Grand Island, Nebraska, which is adjacent to the subject property.

Discussion

The Proposed Real Estate Purchase Agreement (the “Agreement”) would, if approved by City Council through adoption of an ordinance, authorize the execution of the Agreement and direct the sale of the above-mentioned property to S & V Investments, LLC. The buyer, at its sole cost and expense will be responsible for all expenses and fees related to document tax and recording fees, closing agent fees and closing costs involved in such sale.

As provided by law, notice of the sale and the terms of sale are required to be published for three (3) consecutive weeks in a newspaper published for general circulation in the City of Grand Island. The City Clerk is directed and instructed to prepare and publish said notice. The electors of the City of Grand Island may file a remonstrance against the sale of the real estate. If a remonstrance petition against the sale is signed by registered voters of the City of Grand Island equal in number to thirty percent (30%) of the registered voters of the City of Grand Island voting at the last regular city election held in the City and filed with the City Council within thirty (30) days of passage and publication of such ordinance, said property shall not then, nor within one year thereafter, be conveyed.

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 adopt the Ordinance approving the Purchase Sale Agreement with S & V Investments, LLC and directing the sale subject to public remonstrance.

Sample Motion

Move to approve the ordinance.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: September 10, 2019 at 2:00 p.m.
FOR: Solicitation for City Owned Property at 215-221 East 3rd Street
DEPARTMENT: Public Works
ESTIMATE: N/A
FUND/ACCOUNT: 27010001-74795
PUBLICATION DATE: August 21, 2019
NO. POTENTIAL BIDDERS: 2

SUMMARY

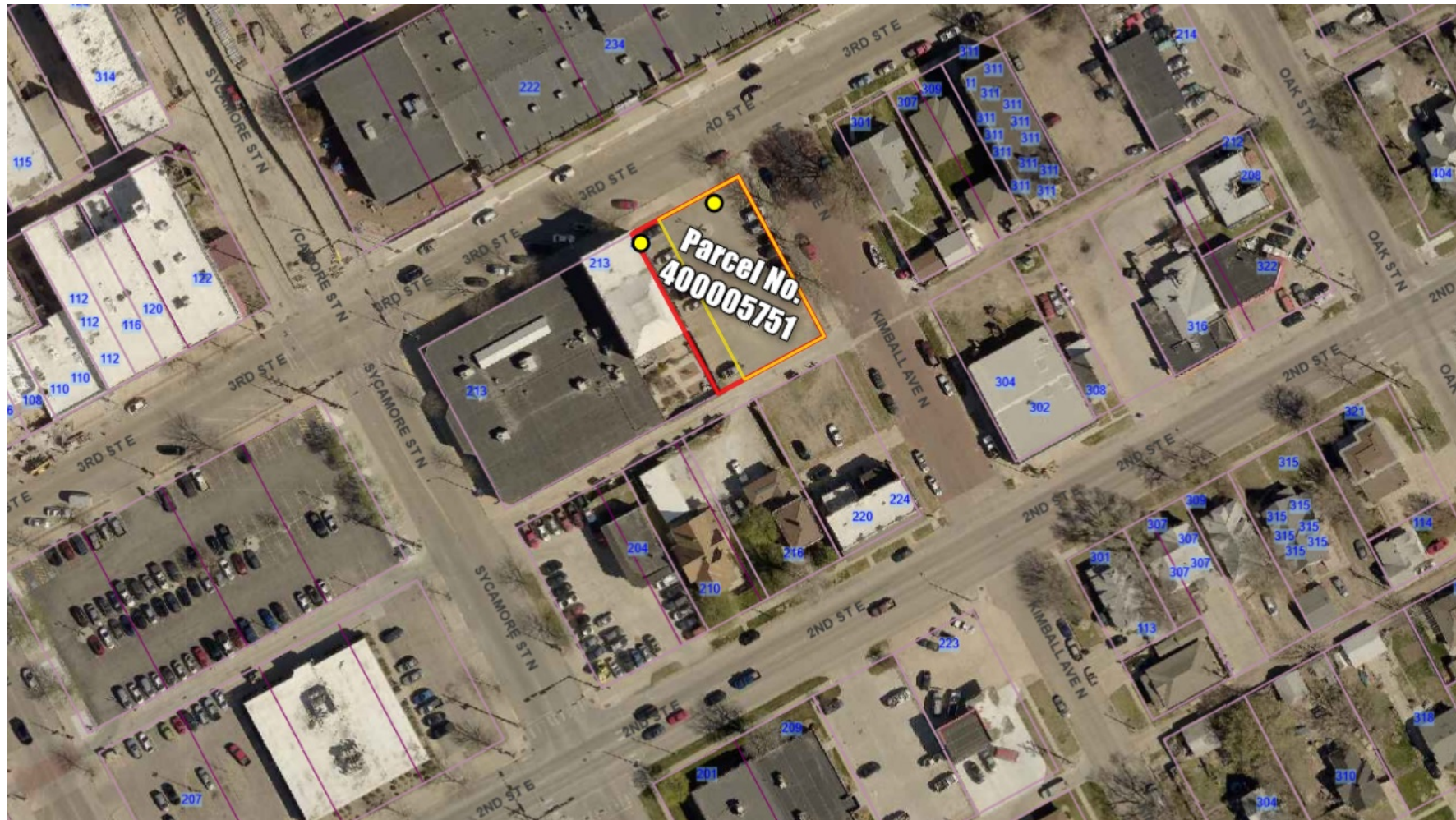
Bidder: S & V Investments, LLC
Grand Island, NE

Bid Price: \$101,001.00

cc: John Collins, Public Works Director
Jerry Janulewicz, Interim City Administrator
Stacy Nonhof, Purchasing Agent

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

P2151



ORDINANCE NO. 9754

An ordinance directing and authorizing the sale of Parcel No. 400005751, addressed as 215- 221 East 3rd Street, City of Grand Island, Hall County, Nebraska to S & V Investments, LLC; providing for the giving of notice of such conveyance and the terms thereof; providing for the right to file a remonstrance against such conveyance; 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 conveyance by warranty deed to S & V Investments, LLC, a Nebraska Limited Liability Company (“Buyer”), of the City’s interests in and to Parcel No. 400005751, address as 215- 221 East 3rd Street, Grand Island, Hall County, Nebraska is hereby approved and authorized.

SECTION 2. Consideration for such conveyance shall be One Hundred One Thousand Dollars and 00/100 (\$101,000.00) and other valuable considerations.

SECTION 3. As provided by law, notice of such conveyance and the terms thereof shall be published for three (3) 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 against such conveyance signed by registered voters of the City of Grand Island equal in number to thirty percent (30%) of the registered voters of the City of Grand Island

Approved as to Form	by _____
October 18, 2019	City Attorney

ORDINANCE NO. 9754 (Cont.)

voting at the last regular municipal election held in such City be filed with the City Council within thirty (30) days of passage and publication of such ordinance, said property shall not then, nor within one (1) year thereafter, be conveyed.

SECTION 5. The conveyance of said real estate is hereby authorized, directed and confirmed; and if no remonstrance⁴ be filed again such conveyance, the Mayor shall make, execute and deliver to Buyer, 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. This ordinance shall be in force and take effect from and after its passage and publication, within fifteen (15) days in one issue of the Grand Island Independent as provided by law.

Enacted: October 22, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 22, 2019

Council Session

Item G-1

Approving Minutes of October 8, 2019 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

October 8, 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 October 8, 2019. Notice of the meeting was given in *The Grand Island Independent* on October 2, 2019.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Mike Paulick, Jeremy Jones, Mark Stelk, Jason Conley, Vaughn Minton, Clay Schutz, Mitch Nickerson, and Chuck Haase. Councilmember Julie Hehnke was absent. The following City Officials were present: City Administrator Jerry Janulewicz, City Clerk RaNae Edwards, Finance Director Patrick Brown, Interim City Attorney Stacy Nonhof, and Public Works Director John Collins.

INVOCATION was given by Pastor Todd Bowen, Grace Covenant Church, 418 West 12th Street followed by the PLEDGE OF ALLEGIANCE.

PRESENTATIONS AND PROCLAMATIONS:

Presentation Regarding Commercial - Property Assessed Clean Energy (C-PACE). Consultant Keirstin Beck with Integro based out of Colorado and Plant Manager Zachary Ireland with JBS explained the Commercial - Property Assessed Clean Energy (C-PACE) program and how JBS would use it for their plant expansion. Ms. Beck stated there were currently 36 states in the United States that had enacted PACE enabling legislation of which Nebraska was one of them. PACE was an economic development tool for companies to create operational savings through efficiency, renewable or conservational measures.

Mr. Ireland explained the expansion plans for the JBS facility. The approximately \$100 million expansion would be on the southwest side of the plant. They were looking at environmental improvements, transportation improvements, employee safety, temperature controlled kill floor, higher product output, construction employment, and animal welfare. The expansion would be completed in March of 2022.

Ms. Beck answered questions regarding fees for processing the application, what would happen if there was a default, how the assessments would be collected, and property taxes. Cindy Johnson representing the Chamber of Commerce, 309 West 2nd Street spoke in support of this program.

PUBLIC HEARINGS:

Public Hearing on Acquisition of 3505 West Old Potash Highway (Reece Construction Co., Inc.). Public Works Director John Collins reported that the Public Works Engineering staff had established a master plan for the Old Potash Highway corridor from approximately North Road

to Webb Road, including intersections to the north and south of Old Potash Highway. To accommodate the widening of Old Potash Highway property acquisition was necessary. Engineering staff of the Public Works Department and the Legal Department had worked with the property owner of 3505 West Old Potash Highway, Reece Construction Co., Inc., who had agreed to a purchase price of \$696,000.00 for the City's acquisition. Staff recommended approval. No public testimony was heard.

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

Approving Minutes of September 24, 2019 City Council Regular Meeting.

#2019-302 - Approving the Purchase of Liquid Ortho-Polyphosphate for Corrosion Control from Shannon Chemical Corporation of Malvern, Pennsylvania in an Annual Amount of \$91,620.00.

#2019-303 - Approving License Agreement between the City of Grand Island and Great Plains Communications for Power Pole Attachments.

#2019-304 - Approving PGS Coal Combustion Residual CCR Groundwater Services - Tasks 10 & 11 - with HDR Engineering in an Amount not to exceed \$52,960.00.

#2019-305 - Approving Certificate of Final Completion for Sanitary Sewer Collection System Rehabilitation- Various Locations; Project No. 2017-S-2A & 2017-S-2B with The Diamond Engineering Company of Grand Island, Nebraska.

#2019-306 - Approving Acquisition of 3505 West Old Potash Highway (Reece Construction Co., Inc.) in an Amount of \$696,000.00.

#2019-307 - Approving Purchase of One (1) VacAll AllJetVac for the Wastewater Division of the Public Works Department from Gradall Industries, Inc. of New Philadelphia, Ohio in an Amount of \$284,554.64.

#2019-308 - Approving Purchase of One (1) 2020 Model 90,000 GVW Conventional Truck-Tractor for the Solid Waste Division of the Public Works Department from Hansen International, Inc. of Grand Island, Nebraska in an Amount of \$95,864.33.

#2019-309 - Approving Bid Award for One (1) Used Medium Tracked Dozer for the Solid Waste Division of the Public Works Department from Marcel Equipment Limited of Ontario, Canada in an Amount of \$270,000.00.

RESOLUTION:

#2019-310 - Consideration of Approving Preliminary Concept of Densel's Dream Sculpture at Highway 281 and South Webb Road. City Administrator Jerry Janulewicz reported that the Grand Island Partnership for the Arts (GIPA) was seeking preliminary approval from the City Council for the City's acquisition of a parcel of land of approximately 0.373 acres in size from

the Nebraska Department of Transportation (NDOT) to place a sculpture “Denzel’s Dream” upon the site. The proposed site was located immediately north of the intersection of U.S. Highway 281 and South Webb Road. It was recommended that the final approval would be considered by council at a later time and upon the following conditions:

1. GIPA had secured sufficient funds in cash, grants, and pledges all project expenses and an endowment fund for future expenses.
2. GIPA and City had executed an acceptable license agreement addressing site development, future maintenance, utilities, and related issues.

Steve Anderson, 908 North Howard Street spoke in support.

Motion by Minton, second by Nickerson to approve Resolution #2019-310. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Conley to approve the payment of claims for the period of September 25, 2019 through October 8, 2019 for a total amount of \$3,346,737.68. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 7:39 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, October 22, 2019

Council Session

Item G-2

#2019-311 - Approving City Council Meeting Schedule for 2020

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk
Meeting: October 22, 2019
Subject: City Council Meeting Schedule for 2020
Presenter(s): RaNae Edwards, City Clerk

Background

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

Discussion

The City Clerk has prepared the proposed 2020 meeting schedule. This provides for the first City Council meeting to be a Regular Meeting on Tuesday, January 14, 2020. See attached proposed meeting dates.

Alternatives

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

1. Move to approve the 2020 meeting schedule as presented
2. Refer the issue to a Committee
3. Modify the 2020 meeting schedule to meet the wishes of the Council

Recommendation

City Administration recommends that the Council approve the proposed 2020 City Council meeting schedule.

Sample Motion

Move to approve the 2020 City Council meeting schedule as proposed.

PROPOSED

2020

CITY COUNCIL MEETING DATES

Tuesday, January 14, 2020

Tuesday, January 28, 2020

Tuesday, February 11, 2020

Tuesday, February 25, 2020

Tuesday, March 10, 2020

Tuesday, March 24, 2020

Tuesday, April 14, 2020

Tuesday, April 28, 2020

Tuesday, May 12, 2020

Tuesday, May 26, 2020

Tuesday, June 9, 2020

Tuesday, June 23, 2020

Tuesday, July 14, 2020

Tuesday, July 28, 2020

Tuesday, August 11, 2020

Tuesday, August 25, 2020

Tuesday, September 8, 2020

Tuesday, September 22, 2020

Tuesday, October 13, 2020

Tuesday, October 27, 2020

Tuesday, November 10, 2020

Tuesday, November 24, 2020

Tuesday, December 8, 2020

Tuesday, December 22, 2020

RESOLUTION 2019-311

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

2020 City Council Meetings:

Tuesday, January 14, 2020
Tuesday, January 28, 2020
Tuesday, February 11, 2020
Tuesday, February 25, 2020
Tuesday, March 10, 2020
Tuesday, March 24, 2020
Tuesday, April 14, 2020
Tuesday, April 28, 2020
Tuesday, May 12, 2020
Tuesday, May 26, 2020
Tuesday, June 9, 2020
Tuesday, June 23, 2020

Tuesday, July 14, 2020
Tuesday, July 28, 2020
Tuesday, August 11, 2020
Tuesday, August 25, 2020
Tuesday, September 8, 2020
Tuesday, September 22, 2020
Tuesday, October 13, 2020
Tuesday, October 27, 2020
Tuesday, November 10, 2020
Tuesday, November 24, 2020
Tuesday, December 8, 2020
Tuesday, December 22, 2020

- - -

Adopted by the City Council of the City of Grand Island, Nebraska on October 22, 2019.

—

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2019	☐ City Attorney



City of Grand Island

Tuesday, October 22, 2019

Council Session

Item G-3

**#2019-312 - Approving Final Plat and Subdivision Agreement for
Prairie Commons Fourth Subdivision**

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: October 22, 2019

Subject: Prairie Commons Fourth Subdivision – Final Plat

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

Background

This property is located south of Husker Highway and west of Edwolt Street all in the City Of Grand Island, Hall County, Nebraska. (2 lots, 18.869 acres). This property is zoned RO-Residential Office Zone. A tract of land comprised of all Lot 2 Block 1 of Prairie Commons Third Subdivision in Grand Island, Hall County, Nebraska.

Discussion

The final plat for Prairie Commons Fourth Subdivision was considered by the Regional Planning Commission at the October 2, 2019 meeting.

A motion was made by Rainforth and second by Randone 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 (Nelson, Allan, O'Neill, Ruge, Maurer, Robb, Monter, Rainforth, Rubio, Hendricksen and Randone) and no members present voting no.

Alternatives

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

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

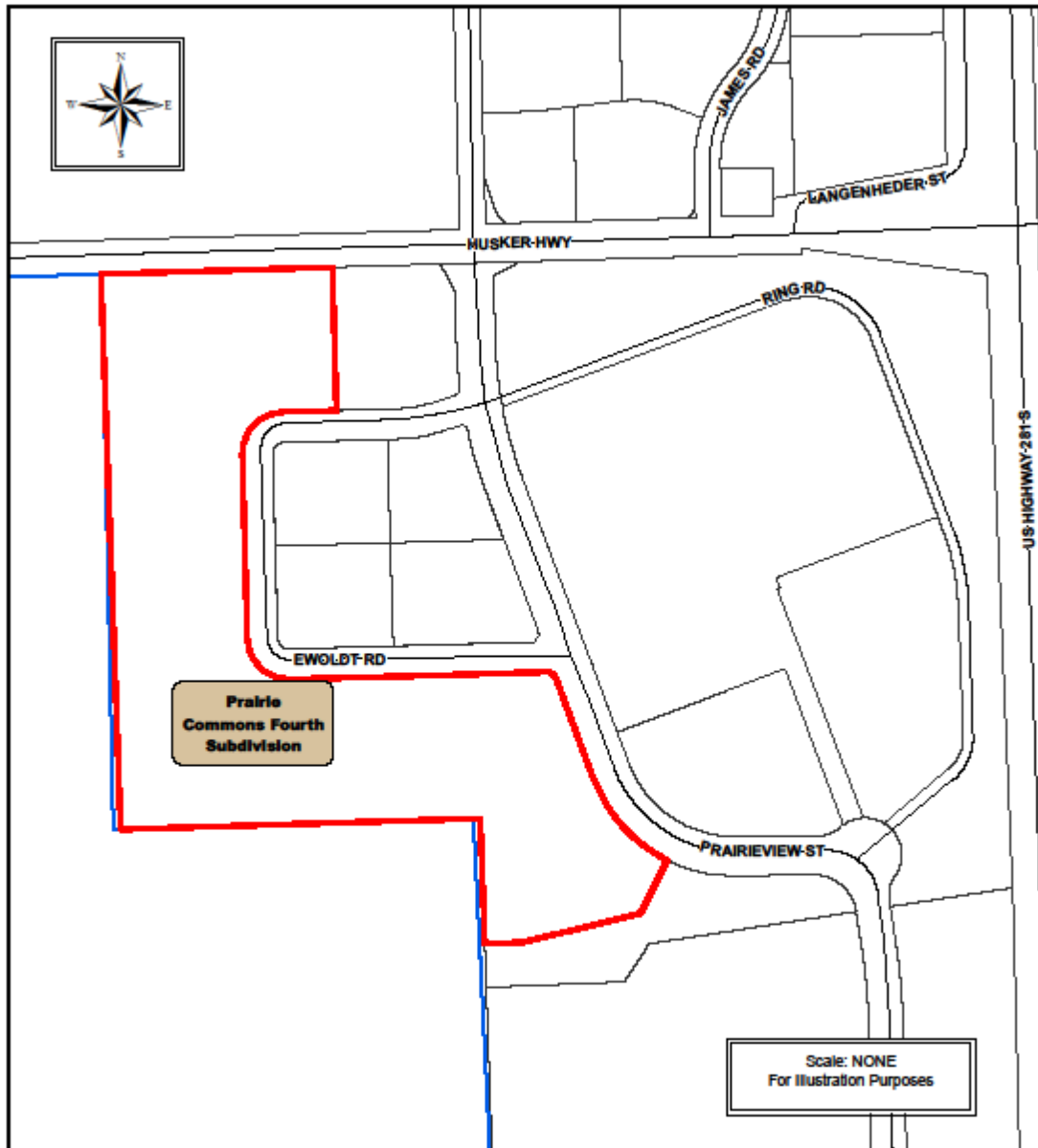
Recommendation

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

Sample Motion

Move to approve as recommended.

PROPOSED SUBDIVISION LOCATION MAP



THE VILLAGE OF GRAND ISLAND, NEBRASKA
OFFICE OF THE VILLAGE ENGINEER
1000 S. 10TH STREET, SUITE 100
GRAND ISLAND, NEBRASKA 68801

Developer/Owner
Prataria Ventures LLC

3942 W Old HWY 30
PO Box 2078
Grand Island, NE 68801

To create 2 lots south of Huske Highway along Ewoldt Street in Grand Island, Nebraska.

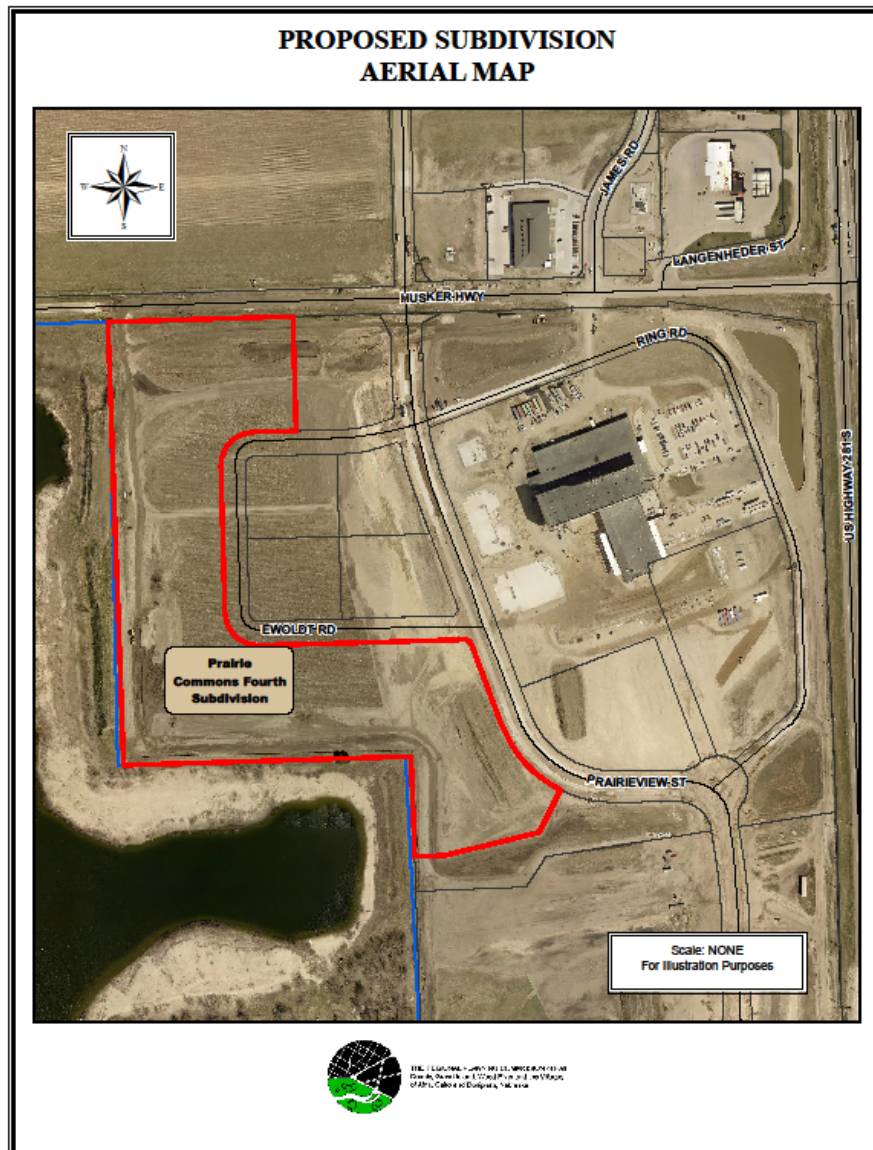
Size: 18.869 Acres 2 Lots

Zoning: RO- Residential Office Zone

Road Access: Ewoldt Street is planned as a commercial street with curb and gutter.

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

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



PRAIRIE COMMONS FOURTH SUBDIVISION
IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA
FINAL PLAT

LEGAL DESCRIPTION

A REPLAT OF ALL OF LOT 2, BLOCK 1, PRAIRIE COMMONS THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 821,932.62 SQUARE FEET OR 18.869 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 2019, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A REPLAT OF ALL OF LOT 2, BLOCK 1, PRAIRIE COMMONS THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

JAI JASON ANDRIST, REGISTERED LAND SURVEYOR NUMBER, LS-630

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT PRATARIA VENTURES, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "PRAIRIE COMMONS FOURTH SUBDIVISION" A REPLAT OF ALL OF LOT 2, BLOCK 1, PRAIRIE COMMONS THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; AND HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS HERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING ADDITION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

DAVID OSTDIEK, MANAGER
PRATARIA VENTURES, LLC,
A NEBRASKA LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF HALL
ON THIS _____ DAY OF _____, 2019, BEFORE ME _____, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED DAVID OSTDIEK, MANAGER, PRATARIA VENTURES, LLC, A NEBRASKA LIMITED LIABILITY COMPANY, TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____
NOTARY PUBLIC

APPROVAL

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

CHAIRPERSON _____ DATE _____

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA
THIS _____ DAY OF _____, 2019.

MAYOR _____

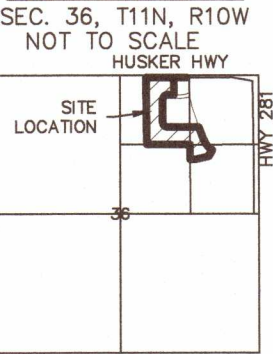
CITY CLERK _____

OWNERS: PRATARIA VENTURES, LLC
SUBDIVIDER: PRATARIA VENTURES, LLC
SURVEYOR: OLSSON
ENGINEER: OLSSON
NUMBER OF LOTS: 2

LEGEND

- SECTION CORNER
- SET CORNER (5/8"x24" REBAR W/CAP)
- FOUND CORNER (5/8" REBAR W/CAP UNLESS NOTED)
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- EXISTING PROPERTY LINE
- PROPOSED PROPERTY LINE
- PROPOSED SUBDIVISION LINE
- MEASURED DISTANCE
- EASEMENT DISTANCE
- EWOLDT SUBD (VACATED) DISTANCE
- RECORDED DISTANCE
- PRAIRIE COMMONS SUBDIVISION
- PRAIRIE COMMONS 2ND SUBDIVISION
- PRAIRIE COMMONS 3RD SUBDIVISION

LOCATION MAP



SCALE IN FEET
0' 50' 100' 200'

N02°03'02"W 1278.91'(M,P1,P2,P3) 1279.01'(P) 1278.84'(R)

EXISTING 50' TRAIL, UTILITY & DRAINAGE EASEMENT

EXISTING 80' TRAIL, UTILITY & DRAINAGE EASEMENT

EXISTING 70' RIGHT-OF-WAY

LOT 1
493751± S.F.
11.335 ACRES

PROPOSED 20' UTILITY/DRAINAGE EASEMENT TO BE DEDICATED WITH THIS PLAT

R50'
L=78.29'

S88°13'51"W 827.64'(M,P1,P2,P3) 827.63'(P) 827.61'(R)

CURVE TABLE

CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING	CHORD LENGTH (FT)
C 1	95.00 (M,P1,P2,P3)	090°00'00"	149.23 (M,P1,P2,P3)	N43°20'37"E	134.35 (M,P1,P2,P3)
C 2	95.00 (M,P1,P2,P3)	090°00'00"	149.23 (M,P1,P2,P3)	N46°39'23"W	134.35 (M,P1,P2,P3)
C 3	345.00 (M,P1,P2,P3)	043°05'32"	259.47 (M,P1,P2,P3)	S42°06'52"E	253.40 (M,P1,P2,P3)
C 4	95.00 (M)	074°44'33"	123.93 (M)	S39°01'39"E	115.33 (M)
C 5	95.00 (M)	015°15'27"	25.30 (M)	S84°01'39"E	25.22 (M)

PROJECT NO. 2019-2696
Prataria Ventures
Prairie Commons
Survey
FB

olsson

201 East 2nd Street
Grand Island, NE 68802
TEL 308.384.8750
FAX 308.384.8752

DWG: F:\2019\2501-3000\019-2696\40-Design\Survey\SRVY\Sheets\V_FPLAT_0192696.dwg USER: jlmenez
DATE: Sep 12, 2019 3:30pm XREFS: C_PBASE_0192696 C_RWAY_01962696 V_RWAY-PC_3RD_61176

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

PRAIRIE COMMONS FOURTH SUBDIVISION
(LOT 1 and LOT 2)

In the City of Grand Island, Hall County Nebraska

The undersigned, Prataria Ventures, LLC, a Nebraska limited liability company, hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A REPLAT OF ALL OF LOT 2, BLOCK 1, PRAIRIE COMMONS THIRD SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 821,932.62 SQUARE FEET OR 18.869 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 PRAIRIE COMMONS FOURTH 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 PRAIRIE COMMONS FOURTH 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 Ewoldt 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 Ewoldt Street, the City may create a paving district to perform such work. The Subdivider agrees to waive the right to object to the creation of any paving district for Husker Highway and Prairie View Street where they abut the subdivision.

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 within the subdivision shall be conventional sidewalks. A ten (10.0) foot wide hike/bike trail as shown on the attached exhibit shall be constructed as follows: On lot one (1) and lot two (2) with the completion of Ewoldt Street. No additional sidewalk shall be necessary along the Husker Highway side of lots one (1) and two (2) after the installation of the hike/bike trail unless or until such time as deemed necessary and installation ordered by the City Council.

6. **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.

7. **Landscaping.** The Subdivider agrees to comply with the requirements of the Landscaping Regulations of the City of Grand Island, and plans as submitted to and approved by the City's Building Department.

8. **Access.** No driveway access shall be permitted from Husker Highway onto Lot 1 . No driveway access shall be permitted from Prairieview Street onto Lot 2.

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 PRAIRIE COMMONS FOURTH 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.

PRATARIA VENTURES, LLC,

A Nebraska limited liability company,
Subdivider

By: _____
David Ostdiek, Manager

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 David Ostdiek, Manager of Prataria Ventures, LLC, a Nebraska limited liability company, known personally to me to be the identical person 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 company.

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: _____

EXHIBIT A



RESOLUTION 2019-312

WHEREAS PRATARIA VENTURES, LLC, being the said owners of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as "PRAIRIE COMMONS FOURTH SUBDIVISION", a replat of all of lot 2 block 1, Prairie Commons Second Subdivision, in the City of Grand Island, Hall County, Nebraska, and has caused a plat thereof to be acknowledged by it; and

WHEREAS, a copy of the plat of such subdivision has been presented to the Boards of Education of the various school districts in Grand Island, Hall County, Nebraska, as required by Section 19-923, R.R.S. 1943; and

WHEREAS, a form of subdivision agreement has been agreed to between the owner of the property and the City of Grand Island.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the form of subdivision agreement herein before described is hereby approved, and the Mayor is hereby authorized to execute such agreement on behalf of the City of Grand Island.

BE IT FURTHER RESOLVED that the final plat of PRAIRIE COMMONS FOURTH SUBDIVISION, as made out, acknowledged, and certified, is hereby approved by the City Council of the City of Grand Island, Nebraska, and the Mayor is hereby authorized to execute the approval and acceptance of such plat by the City of Grand Island, Nebraska.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 22, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2019	☐ City Attorney



City of Grand Island

Tuesday, October 22, 2019

Council Session

Item G-4

#2019-313 - Approving Bid Award - Tree Trimming Project 2020-TT-1

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: October 22, 2019

Subject: Tree Trimming Contract 2020-TT-1

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Specifications for Contract 2020-TT-1 were prepared for trimming trees from around powerlines throughout the Utility Department's Electrical Service Area. The work by private firms helps maintain the proper clearances for safe operation of the department's electrical transmission and distribution lines.

Twelve (12) individual areas were selected for inclusion in this year's project. The attached drawing shows the sections for tree trimming by outside contractors for this fiscal year.

Discussion

The contract documents for the work were publicly advertised and notifications sent to seven (7) potential firms. The project's specifications provide that the City may select any or all sections to be awarded under this contract. The project's estimate was \$225,000.00.

One bid was received and publicly opened on October 8, 2019. The bid from Leetch Tree Service, of Grand Island, Nebraska has been reviewed and evaluated. It is without exceptions and in compliance with the specifications. Their total bid for all twelve (12) sections was \$216,525.00.

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 award the total contract for the twelve (12) sections to Leetch Tree Service, of Grand Island, Nebraska in the amount of \$216,525.00.

Sample Motion

Move to approve the contract for Tree Trimming 2020-TT-1 with Leetch Tree Service in the amount of \$216,525.00.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: October 8, 2019 at 2:00 p.m.
FOR: Tree Trimming Contract 2020-TT-1
DEPARTMENT: Utilities
ESTIMATE: \$225,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: September 9, 2019
NO. POTENTIAL BIDDERS: 7

SUMMARY

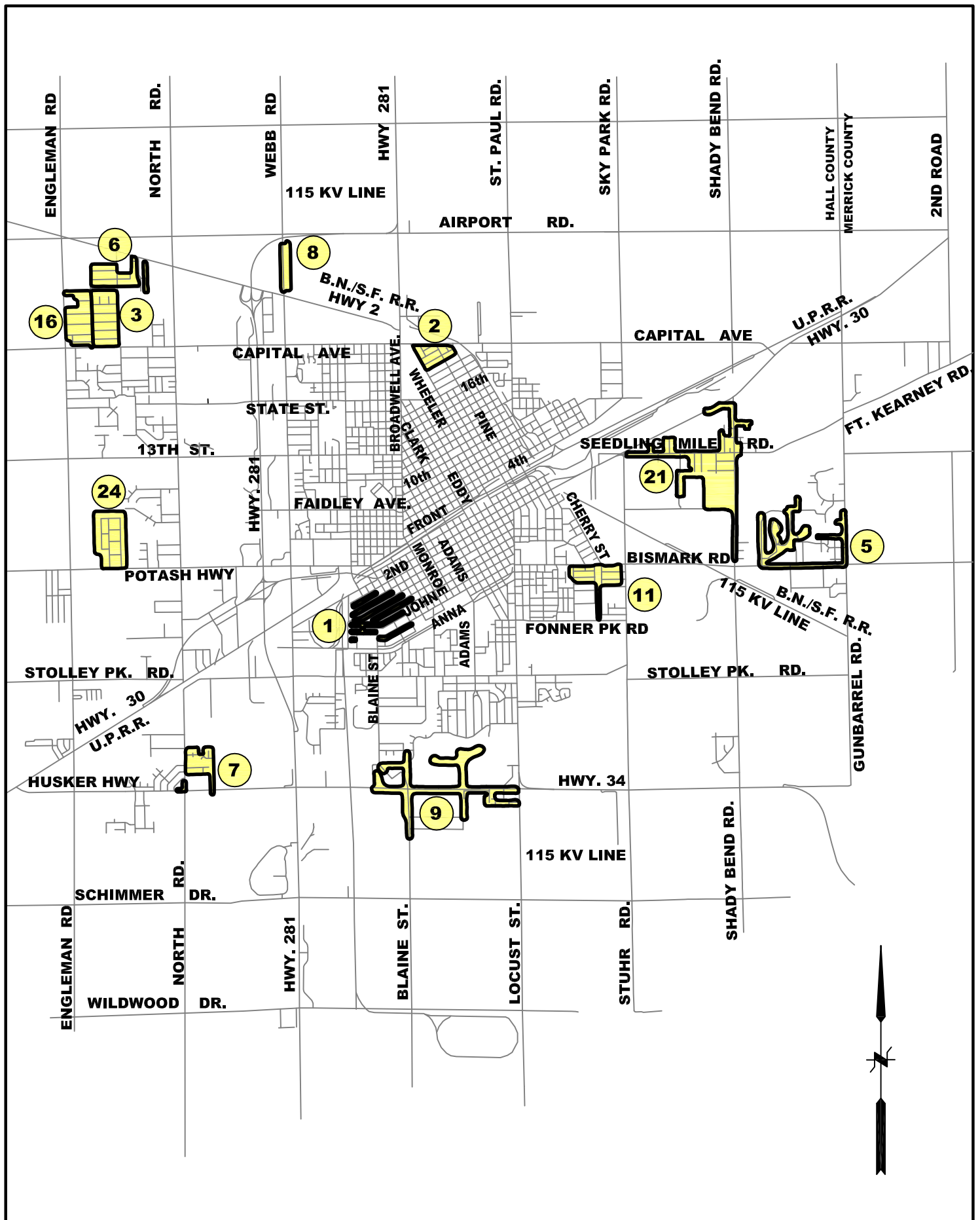
Bidder: Leetch Tree Service, LLC
Grand Island, NE
Bid Security: Western Surety Company
Exceptions: None

Bid Price:
Section 01: \$37,650.00
Section 02: \$ 6,000.00
Section 03: \$14,125.00
Section 05: \$24,200.00
Section 06: \$ 7,875.00
Section 07: \$14,300.00
Section 08: \$ 8,000.00
Section 09: \$23,950.00
Section 11: \$18,875.00
Section 16: \$13,250.00
Section 21: \$24,550.00
Section 24: \$23,750.00
Total: \$216,525.00

cc: Tim Luchsinger, Utilities Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent
Bryan Fiala, Electric Distribution Supt.

Pat Gericke, Utilities Admin. Assist.
Patrick Brown, Finance Director
Bryan Fiala, Electric Dist. Supt.

P2155



CITY OF

DRAWN BY: K.J.M.

TREE TRIMMING PROJECT

Grand Island

UTILITIES DEPARTMENT

DATE: 01/27/2019
Council Session - 10/22/2019
CHECKED BY: FIALA

2020-11-11
ALL 12 SECTION LOCATIONS

Page 117 / 217

RESOLUTION 2019-313

WHEREAS, the City of Grand Island invited sealed bids for Tree Trimming Contract 2020-TT-1 according to plans and specifications on file with the Utilities Department; and

WHEREAS, on October 8, 2019, one bid was received, opened and reviewed; and

WHEREAS, Leetch Tree Service, of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$216,525.00 for all twelve sections; and

WHEREAS, the bid of Leetch Tree Service is less than the estimate for Tree Trimming 2020-TT-1.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Leetch Tree Service, LLC, in the amount of \$216,525.00, for Tree Trimming 2020-TT-1, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 22, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2019	☐ City Attorney



City of Grand Island

Tuesday, October 22, 2019

Council Session

Item G-5

#2019-314 - Approving Bid Award - Electrical Circuit Breakers

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: October 22, 2019

Subject: Electrical Circuit Breakers

Presenter(s): Tim Luchsinger, Utilities Director

Background

The Grand Island electric system utilizes several 13,800-volt substations at various locations around the City. These substations contain, among other components, distribution electrical circuit breakers that interrupt power to different areas of the City when trouble on that circuit occurs. Additionally, substations have bus circuit breakers that interrupt power to a larger area of the City in the event the distribution circuit breaker fails.

As the breakers age, replacement components become difficult or impossible to find. In addition, technical advances in breaker design make it more economical to replace old and worn out breakers with new ones. Several breakers have reached an age that warrants replacement.

Discussion

The request was advertised in accordance with City procurement requirements. Specifications were sent to seven regional distributors. Bids were publicly opened at 2:00 p.m. on October 10, 2019. Listed below is a tabulation of the bids received:

Bidder	Exceptions	Bid Price
Siemens Industry, Inc. Wendell, North Carolina	Noted	\$114,283.25
Wesco Distribution, Inc. Sioux City, Iowa	None	\$184,873.13
Kriz-Davis Grand Island, Nebraska	Noted	\$332,466.20

All three bids were evaluated by utilities personnel for conformance to the specifications. The lowest bid for bus circuit breakers from Siemens Industry, Inc., contained several exceptions. One notable exception is the type of operating mechanism provided. The specifications called for an electromagnetic operator instead of the traditional spring charge mechanism. Electromagnetic operators have been available for several years and offer a significant reduction in required maintenance due to very few moving parts. The traditional spring charge mechanisms are very complex mechanical machines that have many moving parts and require very precise maintenance to keep them working properly. In addition, the bus breaker specification called for higher voltage bushings with wider spacing to reduce the chances of outages due to birds. Siemens took exception to that requirement as well. The Utilities Department already utilizes several of the breakers proposed by Wesco and has had good results.

The Wesco bid has no exceptions and is under the engineer's estimate of \$250,000.00.

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 a future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the purchase of five (5) 15.5 kV bus circuit breakers from Wesco Distribution, Inc., of Sioux City, Iowa, in the amount of \$184,873.13.

Sample Motion

Move to purchase five (5) 15.5 kV bus circuit breakers from Wesco Distribution, Inc., in the amount of \$184,873.13.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: October 10, 2019 at 2:00 p.m.
FOR: Electrical Circuit Breakers
DEPARTMENT: Utilities
ESTIMATE: \$250,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: September 25, 2019
NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>Siemens Industry, Inc.</u> Wendell, NC	<u>Kriz-Davis</u> Grand Island, NE
Bid Security:	Federal Insurance Co.	Travelers Casualty & Surety Co.
Exceptions:	Noted	Noted
Bid Price:	\$106,310.00	\$309,270.88
Sales Tax:	<u>\$ 7,973.25</u>	<u>\$ 23,195.32</u>
Total Bid:	\$114,283.25	\$332,466.20

Bidder:	<u>WESCO Distribution</u> Sioux City, IA
Bid Security:	Liberty Mutual Ins. Co.
Exceptions:	None
Bid Price:	\$171,975.00
Sales Tax:	<u>\$ 12,898.13</u>
Total Bid:	\$184,873.13

cc: Tim Luchsinger, Utilities Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent

Pat Gericke, Utilities Admin. Assist.
Patrick Brown, Finance Director
Travis Burrdett, Assist. Utilities Director

P2157

RESOLUTION 2019-314

WHEREAS, the City of Grand Island invited sealed bids for five (5) kV Bus Circuit Breakers, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on October 10, 2019, bids were received, opened and reviewed; and

WHEREAS, Wesco Distribution, Inc., of Sioux City, Iowa, submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$184,873.13; and

WHEREAS, the bid of Wesco Distribution is less than the estimate for five (5) 15.5 kV Bus Circuit Breakers.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Wesco Distribution, in the amount of \$184,873.13 is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 22, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2019	☐ City Attorney



City of Grand Island

Tuesday, October 22, 2019

Council Session

Item G-6

#2019-315 - Approving Acquisition of Utility Easement - 228 Lake Street - Grand Island Hotel, LLC

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2019-315

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

WHEREAS, a public hearing was held on October 22, 2019, for the purpose of discussing the proposed acquisition of a utility easement on two tracts of land 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:

TRACT 1

Beginning at a Northwest corner of Lot One (1), King's Crossing Subdivision, in the City of Grand Island, Hall County, Nebraska, said point also being the Southwest corner of Lot Three (3), King's Crossing Subdivision; thence easterly along the southerly line of said Lot One (1), said line also being the southerly line of said Lot Three (3), a distance of one hundred seventeen and sixty-six hundredths (117.66) feet; thence southeasterly, along the southerly line of an existing twenty (20.0) foot wide utility easement, a distance of twenty-two and two tenths (22.2) feet; thence westerly and parallel with the southerly line of said Lot One (1), a distance of one hundred thirty-seven and twenty-five hundredths (137.25) feet to a point on the westerly line of said Lot One (1); thence northerly, along the westerly line of said Lot One (1), a distance of ten (10.0) feet to the Point of Beginning.

TRACT 2

Commencing at a Northwest corner of Lot One (1), King's Crossing Subdivision in the City of Grand Island, Hall County, Nebraska, said point also being the Northeast corner of Lot Ten (10), Palu Subdivision; thence southerly along the westerly line of said Lot One (1), a distance of forty-six (46.0) feet to the ACTUAL Point of Beginning; thence easterly and perpendicular to the westerly line of said Lot One (1), a distance of forty (40.0) feet; thence southerly and parallel with the westerly line of said Lot One (1), a distance of twenty (20.0) feet; thence westerly and perpendicular to the westerly line of said Lot One (1), a distance of forty (40.0) feet to a point on the westerly line of said Lot One (1), thence northerly along the westerly line of said Lot One (1), a distance of twenty (20.0) feet to the said Point of Beginning.

The above-described easement and right-of-way containing a combined total of .048 acres, more or less as shown on the plat dated 10/4/2019, 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 Grand Island Hotel, LLC, on the above-described tracts of land.

Approved as to Form	by _____
October 18, 2019	City Attorney

- - -

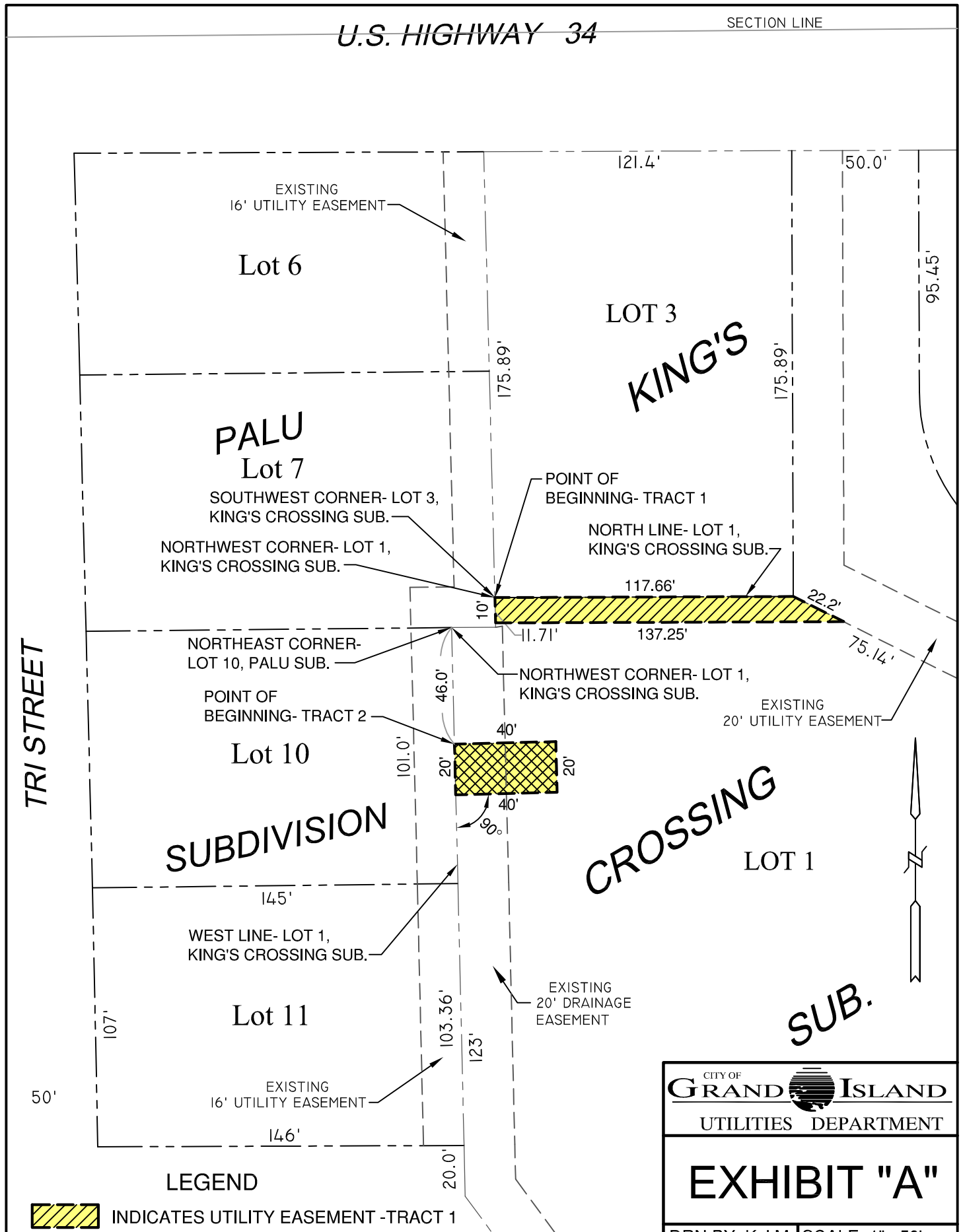
Adopted by the City Council of the City of Grand Island, Nebraska, October 22, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

- 2 -





City of Grand Island

Tuesday, October 22, 2019

Council Session

Item G-7

#2019-316 - Approving Purchase of Fire Pumper

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Cory Schmidt, Fire Chief

Meeting: October 22, 2019

Subject: Consideration of Fire Pumper Purchase

Presenter(s): Tim Hiemer, Division Chief

Background

Over the last several years, the fire department has systematically replaced much of their aging emergency vehicle fleet. The need to replace vehicles was based several factors that included apparatus age, increasing maintenance costs, and decreasing reliability. In the fiscal year 2019-20, the fire department requested and was approved \$530,000 for the purchase of a fire pumper. The requested purchase would allow for a 2000 fire pumper to be placed into reserve or back up status and a 1996 fire pumper to be sold as surplus.

Discussion

The Grand Island Fire Department contacted the Houston Galveston Area Council (H-GAC) to obtain pricing for fire pumper that will meet the needs of the GIFD as they serve the community of Grand Island. The H-GAC provided a list of prequalified vendors that have met the competitive bidding requirements of the City of Grand Island. From the H-GAC list, a 2020 fire pumper from HME Ahrens-Fox was chosen at a price of \$530,000. HME Ahrens-Fox is based out of Michigan but has an in-state service center in Snyder, Nebraska. This fire pumper will take approximately one year to build.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of a fire pumper from HME Ahrens-Fox at a price of \$530,000.

Sample Motion

Move to approve the purchase of a HME Ahrens-Fox fire pumper for the price of \$530,000.

QUOTATION

Danko Emergency Equipment Co

City of Grand Island FD (Modified with 1871 W)
Brian Stutzman

Danko Emergency Equipment

Exp. Date: 07/12/2019
Quote No: 10214-0007
10/01/2019

Page 1

PART NO	S	DESCRIPTION	QTY	ID
		== HME Ahrens-Fox 1871W Chassis - 4.001 ==	1	HMC
00-00-0012		NFPA-1901, Current Edition - Complete Apparatus	1	HMC
00-00-90SF	>	Vocation and Basic Attributes - Apparatus	1	HMC
		ENG. NOTE: When placing an order this information is required with the order documents to HME.		
00-00-92SF	>	Paint Codes and Basic Attributes - Apparatus	1	HMC
		ENG. NOTE: When placing an order this information is required with the order documents to HME.		
		CHASSIS	1	HMC
00-J0-13AF		HME Ahrens-Fox 1871W Custom Chassis	1	HMC
00-J0-2010		-- Custom Chassis - Vertically Integrated Builder	1	HMC
01-A0-0100		4x2 Chassis Vocation - Two Axle - Rear Wheel Drive - MFS Frt	1	HMC
01-G0-1100	>	-- Single Frame Rails	1	HMC
		ENG. NOTE: For wheelbases over 210 inches upgrade to double frame rails		
01-I0-1100		-- Frame Rail Finish - Galvanized, Single Rails	1	HMC
01-I0-1500		-- Fastner Finish - ArmorGalv®	1	HMC
01-J0-4000		-- Cab Main Frame Crossmember	1	HMC
07-A0-2018		-- Front Axle 18,740# - Meritor MFS	1	HMC
07-AC-5200	>	-- 52° Cramp Angle	1	HMC
		ENG. NOTE: Upgrade can occur when 315 tires with aluminum wheels are selected on an 1871-vc, 1871-W and Spectr - NOT an SFO!		
07-B0-0100		-- Oil Seals - Front Axle - Factory Premium	1	HMC
07-C0-0210		-- Disc Brakes - Front Axle - EX-225	1	HMC
07-R0-1018		-- Front Suspension 18,740# - Semi-Elliptical Spring	1	HMC
07-RS-0100		-- Shock Absorbers - Front Axle	1	HMC
07-Y0-0118		-- Steering - 18,740# - Sheppard Single Gear	1	HMC
10-GF-1600	>	-- Goodyear 315/80R22.5-18PR (J) Front - G291 - 16,540#	1	HMC
		ENG. NOTE: Make certain that the correct axle and suspension for the intended GAWR, the weakest link determines the GAWR. Selection of front tires with greater capacity than the axles was made available for states with tire width loading restrictions.		
10-GV-0075		-- Tire Speed Rating - 75 MPH	1	HMC
10-W0-1020		-- Front - Aluminum Wheels - 9.00	1	HMC
10-X0-0100		-- Stainless 'Baby Moon' Caps & Nutcovers	1	HMC
08-AS-1024		-- Single Rear Axle 24,000# - Meritor RS-24-160	1	HMC
08-AV-F160		-- 160 Series Differential - Single Axle	1	HMC
08-AV-S010		-- Axle Lube - Non Synthetic	1	HMC
08-B0-0100		-- Oil Seals - Rear Axle - Factory Premium	1	HMC
08-C0-0110	>	-- Disc Brakes - Single Rear Axle - EX225	1	HMC
		ENG. NOTE: 27000# Max		

PART NO	S	DESCRIPTION	QTY	ID
08-PA-0300		-- Vehicle Top Speed 65 - 68 MPH	1	HMC
08-PA-1100		-- NFPA Vehicle Top Speed Statement (Revised 6/25/2018)	1	HMC
08-R0-0100		-- Single Axle Suspension - 27,000# - Spring	1	HMC
08-T0-0110	>	-- Automatic Tire Chains - On-Spot Brand	1	HMC
ENG. NOTE:				
Only available on a single rear axle with an HME standard spring suspension or HME air ride.				
NO TELMA RETARDERS WITH THIS OPTION!				
09-A0-1000		-- Air System - Color Coded Nylon Air Lines - Single Axle	1	HMC
09-A0-1208		-- Bendix AD SP Dryer	1	HMC
09-B0-0240		-- Dedicated Air Horn Reservoir	1	HMC
09-D0-0106		-- Automatic Moisture Ejectors - All Air Reservoirs	1	HMC
09-X0-1100	S <	-- Kussmaul - Auto Air 091-9B-1 - 120VAC Compressor	1	HMC
Note: auto eject included with inverter				
09-L0-0400		-- ABS Brake System - 4 Wheel - Meritor/Wabco	1	HMC
09-LB-1110		-- ABS Mud & Snow Selector Switch	1	HMC
09-RS-1010	>	-- Stability Enhancement System - 4 Wheel - Meritor/Wabco	1	HMC
ENG. NOTE:				
Not available on all-wheel-drive chassis				
10-GT-2400		-- Goodyear 11R22.5-16PR (H) Rear M&S - G182 - 24,000#	1	HMC
10-GV-0075		-- Tire Speed Rating - 75 MPH	1	HMC
10-W0-2010		-- Outer Rear - SA - Aluminum Wheels - 8.25	1	HMC
10-X0-0300		-- Stainless "Lincoln Hat" Hub & Nut Covers	1	HMC
10-GW-0122		-- Tire Pressure Monitoring Device - 2 Axles - LED Alert	1	HMC
08-RS-0500		-- Axle & Chassis Laser Alignment	1	HMC
13-EU-6425		Cummins L9 - 450 HP - MY 18 - 1400 Radiator	1	HMC
13-A0-1400		-- Engine Cooling System Radiator - 1400 Sq. In.	1	HMC
13-A0-1450		-- Engine Coolant Recovery System	1	HMC
13-A0-1500		-- Charge Air Cooler - Engine Air Intake	1	HMC
13-A0-1700		-- Radiator Coolant	1	HMC
13-A0-1900		-- Premium Cooling System Hoses	1	HMC
13-A0-1960		-- Constant Torque Cooling System Clamps - Entire System	1	HMC
13-A0-1974		-- Heater Shut Off Valves	1	HMC
13-EU-9000		-- Cummins Tariff Surcharge - January 1, 2019 (ISB - ISL)	1	HMC
13-I0-0004		-- Engine Air Intake Filter, K&N, Washable	1	HMC
13-L0-0002		-- Engine Oil - First Fill	1	HMC
13-LD-5100		-- Engine Magnetic Drain Plug	1	HMC
13-N0-0210		-- Engine Brake - Cummins L9 Engine	1	HMC
13-P0-2300		-- Fast (High) Idle - Manual Select - Auto Low Voltage	1	HMC
13-S0-0040		-- Corrosion Inhibitor	1	HMC
13-V0-0120		-- Auxiliary Engine Cooler - Sendure	1	HMC
13-V0-0210		-- Spark Arrestor - Air Intake	1	HMC
13-V0-3020		-- Fan Clutch - Fully Variable Fan Drive	1	HMC
13-Y0-0620		-- MY 18 Compliant Exhaust Treatment System - L9	1	HMC
13-Y0-1610	>	-- Cummins Aftertreatment System - MY 18 - L9	1	HMC
ENG. NOTE:				
Single Design				
13-Y0-3010		-- Stainless Tailpipe - Curb Side - 90° Exit - Straight Cut End	1	HMC
13-Y0-6020	S <	-- Exhaust Tailpipe Diffuser - For In-House Exhaust	1	HMC
Note: Plymovent system				
13-Z0-0017		-- DEF System - 5 Gallon Reservoir - MY 18	1	HMC
14-C0-3040		-- Allison 3000EVS Automatic Transmission	1	HMC
14-D0-0100		-- Transmission Fluid - Allison TES-389	1	HMC
14-ER-0100		-- Five Speed Allison Programming - 3000EVS	1	HMC
14-ET-0100		-- Automatic Neutral Programming - 2500 EVS / 3000EVS / 4000EVS	1	HMC
14-HF-0100		-- Drivertrain Fluid Monitoring System	1	HMC
14-W0-1100		-- 1760 Series Drivelines	1	HMC
25-A0-2000	>	-- Fuel Tank - 50 Gallon - Stainless Straps	1	HMC
ENG. NOTE:				
Fuel filler location - 24" behind the centerline of the rear axle.				
36" minimum rear overhang.				

PART NO	S	DESCRIPTION	QTY	ID
25-V0-0000		-- Reinforced Fuel Lines	1	HMC
25-F0-0200		-- Fuel Filter - Cummins - Factory	1	HMC
45-D0-0200		-- 320 Amp Alternator - Leece-Neville - 4890JB	1	HMC
		CAB MODEL	1	HMC
40-D0-0128	>	3/16" Alum - LFDxl 1871-W Tilt Cab - 12" Mid Raised Roof - Large Windshield	1	HMC
		ENG. NOTE:		
		not on ladders or platform - use MFDxl		
14-ES-0200		-- Transmission Selector - Push Button Type	1	HMC
14-ES-0400		-- Transmission Fluid Check - Transmission Selector	1	HMC
40-TU-4920		-- Cab Exterior Rear Side Storage Compartments -- LFDxl	1	HMC
40-U0-0194		-- Overhead Heater / Defroster - 1871W	1	HMC
40-U0-0470	>	-- 45K BTU AC / 33.4K BTU Heat - Ceiling Mounted Evaporator - Single Condenser	1	HMC
		ENG. NOTE:		
		Single compressor, single roof condenser		
		Ceiling mounted evaporator.		
		This option INCLUDES a heater.		
		ONLY ON RAISED ROOF CABS		
		NOTAVAILABLE ON AERIALS		
40-U0-0620		-- Cab Climate Control Insulation Package	1	HMC
45-E0-0100		-- EMI/RFI Noise Suppression	1	HMC
45-NS-0802		-- Stainless Steel Battery Tray	1	HMC
45-NU-0304		-- Single Battery System - 4 Group 31	1	HMC
45-NU-0410		-- Battery Jumpers	1	HMC
45-NU-0462		-- Battery On Indicator Light - External View	1	HMC
45-NU-0510		-- Battery Jumper Studs	1	HMC
		CAB INTERIOR	1	HMC
40-D0-5112		Cab Interior Appointments and Options - 1871W -- Apparatus	1	HMC
40-DE-0300	< >	-- Engine Enclosure - Vinyl Covering - Acoustiblok - NO FLUID CHECK HATCH	1	HMC
		The underside insulation MUST extend completely to the bottom of the doghouse		
		ENG. NOTE:		
		The underside insulation MUST extend completely to the bottom of the doghouse		
40-DE-1030		-- Painted Interior Door Panels	1	HMC
40-DE-2010		-- Interior Padding - Standard Ceiling	1	HMC
40-DE-2020		-- Interior Padding - Standard Rear Wall	1	HMC
40-DE-2060		-- Floor Material - Accoustical Wear Mat	1	HMC
40-DE-2070		-- * * * Rear Facing Seat Box Covering - Accoustical Wear Mat	1	HMC
40-DE-3050		-- Cab Door Reflective Material - Chevron	1	HMC
40-DE-4002		-- Cab Step Well Trim - Step Tops Only	1	HMC
40-DE-7010		-- Steering Wheel and Column	1	HMC
40-DH-0260		-- Grab Hndls - Inside - Driver's, Officer's A-Post and Both Crew Doors	1	HMC
40-DH-1020		-- Officer's Dash Grab Handle	1	HMC
40-DH-1220		-- Officer's Radio Compartment With Door	1	HMC
40-DS-4120		-- Full Width Intermediate Front Step - 100" Cab	1	HMC
40-LC-0114		-- Open Compartment Light - Red Flashing - Whelen OS LED	1	HMC
40-LC-2010		-- Audible Alarm for Open Compartment Circuit	1	HMC
40-LD-0100		-- Interior Lighting Group - 1871W - 1871SFO	1	HMC
40-LD-0420		-- LED Strip Light Interior Light Packages	1	HMC
40-LD-4010		-- Step Nose LED Lighting - WHITE/RED	1	HMC
40-LD-5012		-- Driver and Officer Door Strip Lighting - WHITE/RED	1	HMC
40-LD-5184		-- Cab Door Controlled	1	HMC
40-LD-5186	>	-- Red Lighting Driver Switch Controlled	1	HMC
		ENG. NOTE:		
		In addition to the door switches		
40-LD-5192		-- No Driver Controlled White Light Switch	1	HMC

PART NO	S	DESCRIPTION	QTY	ID
40-LD-5104		-- Rear Crew Area (Full Width) LED Strip Lighting - WHITE/RED	1	HMC
40-LD-5184		-- Cab Door Controlled	1	HMC
40-LD-5112		-- Crew Cab Door Area LED Strip Lighting - WHITE/RED	1	HMC
40-LD-5184		-- Cab Door Controlled	1	HMC
40-LD-5188	>	-- Crew Area Toggle Switch Controlled	1	HMC
ENG. NOTE:				
In addition to the door switches				
40-LD-5182		-- Interior Cab Light Color Control	1	HMC
40-LG-1010		-- Console - Officer Laptop Desk	1	HMC
40-LM-1010		-- Maplight - Federal Signal LF12ES-LED	1	HMC
40-V0-0100		-- Driver Instrumentation (J1939) and Controls	1	HMC
40-V0-0120		-- Audible Turn Signal Reminder	1	HMC
40-V0-0122		-- Audible Lights On Reminder	1	HMC
40-V0-0124		-- Audible Parking Brake Reminder	1	HMC
40-V0-0130		-- Dual Trip Odometers	1	HMC
40-V0-0148	>	-- Odometer Activated While in Pump Mode	1	HMC
ENG. NOTE:				
This cannot be disabled with the new electronic dash as the VDC maintains the data from the engine/transmission databus.				
40-V0-0150		-- Low Fuel Warning Light and Alarm	1	HMC
40-V0-0152		-- Transmission Temperature Warning Light and Alarm	1	HMC
40-V0-0154		-- Low Voltage Warning Light	1	HMC
40-V0-0156		-- Air Cleaner Restriction Indicator	1	HMC
40-V0-0160		-- Low Coolant Warning	1	HMC
40-V0-0162		-- Wiper Control, Intermittent	1	HMC
40-V0-0210		-- Officer's Side Speedometer	1	HMC
69-C0-0100		-- On Board USB Electronic Operator's Manual w/Parts List	1	HMC
40-X0-1112		-- Control Center Sw Panel - Doghouse Mtg - EsKey - ABS Hsng	1	HMC
40-V0-0510		-- Parking Brake Control - Doghouse Switch Panel	1	HMC
40-X0-1420		-- No Outside Temperature Module	1	HMC
40-X0-6302		-- Recessed Cup Holders - Console Mounted	1	HMC
45-NS-0200		-- Apparatus Base Digital Electrical System - Class1 EsKey	1	HMC
45-NS-0210		-- Information Display Module - Driver's Position	1	HMC
40-X0-1414		-- Dual Port USB Charging Port - Officer's	1	HMC
40-X0-8000		-- No Doghouse Mounted Cupholder	1	HMC
40-X0-9000		-- No Rear Seat Base Mounted Cupholder	1	HMC
40-Y0-0104	>	-- FireCom 5200D System - Wireless - Apparatus	1	HMC
ENG. NOTE:				
Single Radio Interface				
40-Y0-0122		-- Driver Position - Wireless	1	HMC
40-Y0-0240	>	-- {QTY} Headsets - Fire Com - UHW505 Dual Ear - Radio PTT	1	HMC
ENG. NOTE:				
Appropriate for driver or officer positions with radio PTT				
Change qty to the number required				
40-Y0-0123		-- Officer Position - Wireless	1	HMC
40-Y0-0240	>	-- {QTY} Headsets - Fire Com - UHW505 Dual Ear - Radio PTT	1	HMC
ENG. NOTE:				
Appropriate for driver or officer positions with radio PTT				
Change qty to the number required				
40-Y0-0124	>	-- Crew Headsets - Wireless	1	HMC
ENG. NOTE:				
Should there be fewer headsets than seating positions the headsets will be located at rear facing outboard seats then fwd facing inboard seat positions until the qty ordered is exhausted, unless you over write the shop note with your needs.				
40-Y0-0190		-- WB505R Headset Module	1	HMC

PART NO	S	DESCRIPTION	QTY	ID
40-Y0-0250	>	-- {QTY} Headsets - Fire Com - UHW503 Dual Ear - No Radio PTT ENG. NOTE: Appropriate for crew positions with NO radio PTT Change qty to the number required	2	HMC
40-Y0-0344	>	-- Radio Interface Cable ENG. NOTE: Edit spec for radio brand, make and model A .pdf is provided for the radio selection process. Absent of this information at order entry by HME the option will be deleted and the cable will not be provided by HME.	1	HMC
40-Y0-2994		-- Intercom Control Mounting - Doghouse Mounted	1	HMC
40-YC-3810		-- Back-Up Camera System	1	HMC
40-YC-3820		-- Observation Monitor - 7" LCD - Waterproof	1	HMC
40-YC-4000		-- Monitor Mounting - Doghouse Mounted - Driver	1	HMC
40-YC-3835		-- Camera - Color - Rear - High Performance - Black Housing	1	HMC
40-YC-4104		-- Operation - Transmission Reverse Powered	1	HMC
40-YC-4200		-- Camera Mounting - Body Rear - Below Hosebed	1	HMC
40-Z0-0210		-- 12VDC Power Circuits - Radio and/or Accessories	1	HMC
40-Z0-0300		-- Location - Power Panel	1	HMC
40-Z0-0210		-- 12VDC Power Circuits - Radio and/or Accessories	1	HMC
40-Z0-0340		-- Location - Rear Doghouse - Left (Driver's) Side	1	HMC
40-Z0-0810		-- NMO Mount - Radio Antenna Wiring - Officer's Side Forward	1	HMC
40-Z0-0856		-- Location - Doghouse Top	1	HMC
40-Z0-0410		-- Cab 120-volt AC Circuit	1	HMC
40-Z0-0540		-- Location - Rear Doghouse - Left (Driver's) Side	1	HMC
40-Z0-0600	>	-- Electrical Outlet, Conf #2, Duplex, 120V/15A, Straight Blade ENG. NOTE: Configuration #2 from HME Form 345.	1	HMC
40-Z0-0410		-- Cab 120-volt AC Circuit	1	HMC
40-Z0-0550		-- Location - Rear Doghouse - Right (Officer's) Side	1	HMC
40-Z0-0600	>	-- Electrical Outlet, Conf #2, Duplex, 120V/15A, Straight Blade ENG. NOTE: Configuration #2 from HME Form 345.	1	HMC
40-Z0-3200		-- AM/FM Stereo CD, Bluetooth Radio w/Four Speakers - JVC	1	HMC
40-Z0-9910		-- Fire Extinguisher and Hazard Triangle Kit	1	HMC
CAB EXTERIOR				1 HMC
40-D0-6112		Cab Exterior Appointments and Options - 1871W -- Apparatus	1	HMC
40-D0-0900		-- Cab Crashworthiness Test	1	HMC
40-DH-2100		-- Exterior Grab Handles - 24" Long	1	HMC
40-DH-4110		-- Warning Light / Turn Signal, Cab Handrails	1	HMC
40-DZ-0110		-- 3-Dimensional Stainless Front Grille	1	HMC
40-G0-1010		-- Cab Front Mudflaps	1	HMC
40-G0-1300		-- Cab Ground Lights - LED Strip Lights	1	HMC
40-J0-2800		-- Mekra Lang - Smooth Chrome - Htd & Remote Control Mirrors w/Convex	1	HMC
40-J0-2802		-- No Mirror Options	1	HMC
40-K0-1000		-- Cab Side Windows - Fixed Glass	1	HMC
40-KA-4022		-- Dark Gray-Lite Door Glass - Cab Side, Crew Doors and Rear (when spec'd)	1	HMC
40-LE-1002		-- Engine Maintenance Lights LED - Custom	1	HMC
40-N0-0805		-- Cab Stainless Fender	1	HMC
40-N0-1400		-- Exterior Rear Wall - Diamondplate Overlay	1	HMC
40-P0-0100		-- Cab Tilt - Electric Pump	1	HMC
40-P0-0400		-- Cab Tilt Road Interlock	1	HMC
CAB AND CHASSIS PAINT				1 HMC
40-Q0-1001		Cab & Chassis Paint - 1871W	1	HMC
40-Q0-1200		-- Black Interior Paint	1	HMC
40-Q0-2010		-- Headliner - Black	1	HMC
40-Q0-2110		-- Rear Wall Covering - Black	1	HMC

PART NO	S	DESCRIPTION	QTY	ID
40-Q0-2210		-- Floor Covering - Black	1	HMC
40-Q0-2302		-- Door Panels - Black	1	HMC
40-Q0-2310		-- Doghouse Covering - Black	1	HMC
40-Q0-2502		-- Dash Housing and Officer Console - Black	1	HMC
40-Q0-3020	>	-- Two-Tone Cab Exterior Paint	1	HMC
		ENG. NOTE:		
		The following paint schemes are available: 26A & 27A		
		12A and SF-SFO for the SFO		
		HME standard 37" 26A breakline.		
40-Q0-3080	>	-- Cab Exterior Paint - PPG - Urethane	1	HMC
		ENG. NOTE:		
		Specify paint code and color in the Paint Vocation option		
40-Q0-5020		-- Two-Tone Cab Breakline Stripe - Black	1	HMC
		SEATING	1	HMC
40-RS-0010		Seat Logos by Truck Model	1	HMC
40-RS-2010	>	1871W - MFDxl - LFD - 2 Rear Facing - 2 Center Fwd Face	1	HMC
		ENG. NOTE:		
		MFDxl or LFD cab		
40-S0-0010		-- Seat Position 1 - Driver's Seat	1	HMC
40-S0-1350	S <	-- Highback - Air Ride Suspension - HO Bostrom - Sierra 500 - ABTS	1	HMC
		Note: clean cab seat		
40-S0-0020		-- Seat Position 2 - Officer's Seat	1	HMC
40-S0-4310	S <	-- SCBA Fixed Bottom Cush - Fixed Mtg - HO Bostrom - Tanker 500 - ABTS	1	HMC
		Note: clean cab seat		
40-S0-9162		-- Filler Pad for SCBA Seats	1	HMC
40-S0-9220		-- HO Bostrom SecurAll SCBA Locking Bracket	1	HMC
40-S0-0080		-- Seat Position 8 - Fwd Facing - Left Inside	1	HMC
40-S0-5810	S < >	-- SCBA Fixed Bottom Cush - Fixed Mtg - HO Bostrom - Tanker 500 - ABTS	1	HMC
		Note: clean cab seat		
		ENG. NOTE:		
		No filler pad		
40-S0-9220		-- HO Bostrom SecurAll SCBA Locking Bracket	1	HMC
40-S0-0090		-- Seat Position 9 - Fwd Facing - Right Inside	1	HMC
40-S0-5810	S < >	-- SCBA Fixed Bottom Cush - Fixed Mtg - HO Bostrom - Tanker 500 - ABTS	1	HMC
		Note: clean cab seat		
		ENG. NOTE:		
		No filler pad		
40-S0-9220		-- HO Bostrom SecurAll SCBA Locking Bracket	1	HMC
40-S0-0100	>	-- Seat Position 10 - Fwd Facing Rt Outboard - Flip Seat Only	1	HMC
		ENG. NOTE:		
		When selected in an MFD cab behind a rear facing position both seat positions will not be available for use at the same time.		
40-S0-6100		-- Forward Facing Seat Riser	1	HMC
40-S0-7420		-- Gray / Black Durawear Seat Covering	1	HMC
40-S0-7810		-- No Heated Seat Cushions	1	HMC
40-S0-8002		-- Seat Belt Warning Labels	1	HMC
40-SU-2698	S < >	-- EMS Cabinet - Half Ht - Nrwr Facing Door - Pos 3, 4, 5, & 6	1	HMC
		Note: EMS mounting plate covers all the cabinets at the same height.		
		ENG. NOTE:		
		Please delete the seat in positions 3 & 6		
40-SU-2720	S < >	-- Gen II EMS Cabinet - Half Ht - Nrwr Facing Dr - Seat Pos 3	1	HMC
		Note: special size and layout		

PART NO	S	DESCRIPTION	QTY	ID
ENG. NOTE: Please delete the seat in position 3				
40-SU-4830		-- Cabinet Install - Seatng Pos 3 - Rear Facing Behind Driver	1	HMC
40-SU-5020	S <	-- Black Webbing, EMS, Quick Release Note: special door material	1	HMC
40-SU-5112		-- Shelves, Deep (Qty) Adjustable - Gen II EMS Cabinet	1	HMC
40-SU-5710	S <	-- Lights, Ext Compts, LED Strip Lights - Cab Door Note: special door and layout	1	HMC
40-SU-2722	S < >	-- Gen II EMS Cabinet - Half Ht - Nrwr Rr Facing Dr - Seat Pos 6 Note: special size and layout	1	HMC
ENG. NOTE: Please delete the seat in position 6				
40-SU-4860		-- Cabinet Install - Seatng Pos 6 - Rear Facing Behind Officer	1	HMC
40-SU-5020	S <	-- Black Webbing, EMS, Quick Release Note: special door material	1	HMC
40-SU-5112		-- Shelves, Deep (Qty) Adjustable - Gen II EMS Cabinet	1	HMC
40-SU-5710	S <	-- Lights, Ext Compts, LED Strip Lights - Cab Door Note: special door and layout	1	HMC
40-SU-2812	>	-- Gen II - EMS Cabinet - Half Ht - Rr Facing Door - Pos 4 & 5 ENG. NOTE: Please delete the seat in position 4 and 5 Due to the height of the compartment a shelf is not suggested for this compartment. Powdercoated design	1	HMC
40-SU-484C		-- Cabinet Install - Seatng Pos 4 and 5 - Rear Facing Centered	1	HMC
40-SU-5020	S <	-- Black Webbing, EMS, Quick Release Note: special door material	1	HMC
40-SU-5112		-- Shelves, Deep (Qty) Adjustable - Gen II EMS Cabinet	1	HMC
40-SU-5710	S <	-- Lights, Ext Compts, LED Strip Lights - Cab Door Note: special door and layout	1	HMC
40-SU-4000	S < >	-- EMS Cabinets - Exterior Door - Pos 7 & 10 Note: special location	1	HMC
ENG. NOTE: Please delete the seat in positions 3 & 6				
40-SU-4010	S < >	-- EMS Cabinet - Exterior Cab Door - Seat Pos 7 Note: same dimension and operation as lower transverse compartment door	1	HMC
ENG. NOTE: Please delete the seat in position 3				
40-SU-4830	S <	-- Cabinet Install - Seatng Pos 7 - Forward Facing Crew Area Note: special location	1	HMC
40-SU-5012	S <	-- Cab Exterior Slam Door Note: exterior slam door	1	HMC
40-SU-5020	S <	-- Roll Up Door, EMS, Gortite w/Satin Anodized Finish Note: interior roll up door	1	HMC
40-SU-5024		-- Door Latches, EMS, Locking Lift Bar w/Door Switch	1	HMC
40-SU-5110		-- Shelves, Deep (Qty) Adjustable - EMS Cabinet	1	HMC

PART NO	S	DESCRIPTION	QTY	ID
40-SU-5610		-- EMS Cabinet Shelf Lighting	1	HMC
40-SU-4020	S < >	-- EMS Cabinet - Exterior Cab Door - Seat Pos 10 Note: same dimension and operation as lower transverse compartment door	1	HMC
		ENG. NOTE: Please delete the seat in position 6		
40-SU-4860	S <	-- Cabinet Install - Seatng Pos 10 - Forward Facing Crew Area Note: special location	1	HMC
40-SU-5012	S <	-- Cab Exterior Slam Door Note: exterior slam door	1	HMC
40-SU-5110		-- Shelves, Deep (Qty) Adjustable - EMS Cabinet	1	HMC
40-SU-5610		-- EMS Cabinet Shelf Lighting	1	HMC
40-S0-8014		Vehicle Data Recorder and Seat Belt Warning System	1	HMC
40-S0-8018		-- Seat Belt Warning System Graphic Monitor Panel	1	HMC
		FRONT BUMPER / AUDIBLE WARNING	1	HMC
42-A2-0180	S <	Front Bumper - Painted Formed -- AF1 {Opt thru Suc - Hsebin w/Prcn -Opt thru Q2} Note: paint job color	1	HMC
01-V1-0036		-- Front Bumper Extension - 24" - AF1 {Opt thru Suc - Hsebin - Opt thru Q2B}	1	HMC
01-T1-0150		-- Frt Jumpline, 1.5" w/2" Piping, 90° Swivel Adapter - {Hosebin Rear}	1	HMC
01-T1-0630		-- Swivel in Hosebin, Rear	1	HMC
01-T2-0140		-- Drain Valve, Class 1, 3/4", Automatic	1	HMC
01-T1-0152		-- Frt Jumpline, 1.5" w/2" Piping, 90° Swivel Adapter - {Hosebin Front}	1	HMC
01-T1-0620		-- Swivel on Gravelshield, Right of Suction Swivel	1	HMC
01-T2-0140		-- Drain Valve, Class 1, 3/4", Automatic	1	HMC
01-W0-0700		-- Chromed Tow Hooks Beneath Bumper	1	HMC
01-Z0-8024		-- Front Gravelshield - AF1	1	HMC
01-Z0-8560		-- Hose Bin, Front Bumper Mounted	1	HMC
40-G0-1420		-- Bumper Ground Lights - LED Strip Lights	1	HMC
40-H0-1108		-- Dual Stutter Tone Air Horns - Bumper Recessed - AF1	1	HMC
40-H0-1201		-- Air Horn Circuit Powered - Battery and Ignition	1	HMC
40-H0-1210		-- Air Horn Control - Lanyard	1	HMC
40-H0-1302		-- Air/Elec Horn-Strg Wheel Cntrl - {Siren Switch Upgrade Here}	1	HMC
40-H0-2130		-- Electronic Siren - Whelen - Model 295SLSA1	1	HMC
40-H0-5410		-- Siren Head Mounting - Doghouse Mounted	1	HMC
40-H0-3312		-- Q2B Mechanical Siren - Bumper Recess Mtd - Driver's Side - AF1	1	HMC
40-H0-5110		-- Siren Circuit Powered - Master Warning Light Switch	1	HMC
40-H0-5210		-- Siren Brake Switch - Driver's Switch Panel	1	HMC
40-H0-5360		-- Siren Control - Driver Foot & Officer Button Switches	1	HMC
40-HA-2062		-- Siren Speakers - Two - Cast Products - Inboard Mtd - AF1	1	HMC
40-Q0-1066		-- Black Gloss Enamel Painted Pocket Bumper	1	HMC
69-C0-0200		-- Electronic Operator's Manual w/Parts List - One Set	1	HMC
69-C0-0300		-- FAMA Fire Apparatus Safety Guide	1	HMC
		v5.001 - RELEASE DATE - 12/07/2018	1	HMC
		== Pump Module, 47" Side Mnt, Gen IV, Ahrens-Fox Pump - 4.001 ==	1	HME
20-02-0100	>	HydraTechnology, Pump House Design Requirement ENG. NOTE: You can delete this option	1	HME
20-02-0254	>	Pump Enclosure, Side Mount, 47" Wide, Gen IV ENG. NOTE: Standard Side Mount GEN IV - Ahrens-Fox Pump	1	HME
20-04-0200		-- Running Boards, L/S, R/S w/Laser Grip S/S Step Surface	1	HME
20-06-0800		-- Dunnage Compt, w/Floor	1	HME
20-06-1610		-- Grabrails, (2) Access Dunnage Compt, Mtd L/ R Side of Compt	1	HME
20-10-1225		-- Work Light, (1) LED, Strip Light, Mtd Pump Compt w/Switch	1	HME
20-10-1400		-- Pump Compartment Front Panel, SS, D-ring Latches	1	HME
20-12-0600		-- Heater, Pump House, 53,500 BTU Hot Water w/12V Fan	1	HME
20-12-1200	>	-- Heat Pan Enclosure, Removable	1	HME
		ENG. NOTE:		

PART NO	S	DESCRIPTION	QTY	ID
		Due to extreme heat during regeneration this option is not available for vehicles equipped with EPA07 engines where the DOC is located beneath the pump module.		
20-14-0100		-- Pump Service Access Requirements	1	HME
20-14-0412		-- Control Panel, Side Mount Module - Gen IV - Ahrens-Fox	1	HME
20-15-0110		-- Identification Labels - Metal Tags	1	HME
20-16-0600		-- Pump Panel Finish, Powder Coat, Black	1	HME
20-18-1012		-- Controls & Gauges, Side Mount - Standard Width - FRC	1	HME
20-18-1420		-- FRC In Control 400 Pressure Governor, Engine Monitor and Pressure	1	HME
		Display		
20-18-1550		-- 2-1/2" Pressure Gauges, 0-400 psig - English	1	HME
20-18-1558		-- 2-1/2" Pressure Gauge LED Lighting	1	HME
20-18-1570		-- Pump Panel LED Lighting - WHITE/RED	1	HME
20-18-2040		-- Drain Discharges - 90° Ports	1	HME
20-18-2404		-- Switch, Air Horn Activation, Mtd PPanel, Push Button w/Lbl	1	HME
30-26-0410		-- Gauge, (1) Water Tank Level - FRC Tank Vision	1	HME
		Side Mount Pumps	1	HME
20-22-0800		-- Pump, Midship, Side, Ahrens-Fox "AF2000-SS", 1000-2250 GPM	1	HME
20-25-0100		-- Gearcase Lube - Full Synthetic 80W-140 API GL-5	1	HME
20-26-0240		-- Pump Rating, Ahrens-Fox, 1500 GPM	1	HME
20-27-0100		-- Altitude Requirements, 0' to 2000 Feet Above Sea Level	1	HME
22-06-0910	>	-- Primer, Air Primer, Trident, On Ahrens-Fox Pumps	1	HME
		ENG. NOTE:		
		31.001.7 3/4"-NPT 3-Barrel Model		
		Extra accessory air tank required for engines with less than 18.7 CFM compressors		
22-08-0200		-- Pump Shift, Pneumatic w/Label, Indicator Lgts, Mtd Cab/PPnl	1	HME
22-10-0828		-- Mechanical Seal, Tungsten Crbide, Self Adjusting	1	HME
22-14-1000		-- Thermal Relief Valve, TRV-L, Automatic	1	HME
22-14-1700		-- Intake Pressure Relief Valve, TFT	1	HME
22-18-0400		-- Master Drain, Class 1, Manual Mtd Pump Panel	1	HME
22-20-0100		-- Certified NFPA Pump Test, Completed Apparatus Certificate	1	HME
22-24-0100		-- Pump Warranty, Ahrens-Fox, AF2000, 7 year Warranty	1	HME
22-30-0200		-- Electronic Manuals, Pump Service and Operation	1	HME
		Steamer Inlets	1	HME
24-02-0400		-- Steamer Inlet, 6" NST Thread, L/S w/Strainer - No Intake Valves	1	HME
30-40-1060		-- Cap, 6" Long Handle - HME Logo	1	HME
24-02-0500		-- Steamer Inlet, 6" NST Thread, R/S w/Strainer - No Intake Valves	1	HME
30-40-1060		-- Cap, 6" Long Handle - HME Logo	1	HME
		Intake Manifold(s)	1	HME
24-02-2010		-- Stainless Intake Piping	1	HME
		Rear Pump Inlets / Suctions	1	HME
		Left Side Small Intake	1	HME
24-21-0028		-- Pump Side Intake, Left Side - Rear - Side Operated	1	HME
24-21-0425		-- Suction Inlet, Side 2.5" - Side Operated Module	1	HME
24-21-1025		-- Suction Valve Control, Push-Pull Type, Side, Adj To Valve	1	HME
30-40-1125		-- Intake Plug, (Qty) 2.5" w/Cap & Chain	1	HME
24-21-2000		-- No Left Forward Intake Required - Pump Side	1	HME
		Right Side Small Intake	1	HME
24-21-2004		-- No Right Rear Intake Required - Pump Side	1	HME
		Left Side Pump Panel Discharges	1	HME
26-03-0020		-- #1 Discharge, Left Side - Side Operated	1	HME
26-03-0410		-- No Discharge Required	1	HME
26-03-0030		-- #2 Discharge, Left Side - Side Operated	1	HME
26-03-0425		-- Discharge, Side, 2.5" - 30 degree Elbow - Manual Control	1	HME
30-41-5025		-- Discharge Cap, (Qty) 2.5" Chrome Vented Rocker Lug w/Chain	1	HME
30-41-6200		-- Disch Red, (Qty) 2.5" NSTF to Male Garden Hose Chrm Rockr	1	HME
		Right Side Pump Panel Discharges	1	HME
26-03-0220		-- #3 Discharge, Right Side - Side or Top Operated	1	HME
26-03-0440		-- Discharge, Side, 4" - Straight - Electric Control	1	HME
30-40-4453		-- 4" NST F to 5" Storz - 30degree - Swvl Rkr Lug - (Qty)	1	HME
30-40-5012		-- (Qty) 5" Storz w/Cap & Lanyard	1	HME
26-03-0230		-- #4 Discharge, Right Side - Side or Top Operated	1	HME

PART NO	S	DESCRIPTION	QTY	ID
26-03-0425		-- Discharge, Side, 2.5" - 30 degree Elbow - Manual Control	1	HME
30-41-5025		-- Discharge Cap, (Qty) 2.5" Chrome Vented Rocker Lug w/Chain	1	HME
		Discharge Manifold(s)	1	HME
26-03-4010		-- Stainless Discharge Manifold	1	HME
		Rear Discharges	1	HME
26-06-0400		-- Discharge, 2.5" R/S Rear w/1/4Trn, SwngOut Vlv & 30Deg Elbw	1	HME
26-06-0600		-- Discharge, 2.5" L/S Rear w/1/4Trn, SwngOut Vlv & 30Deg Elbw	1	HME
30-24-0400	>	-- Water Tank Sleeve, (1) 4" Rear Intake/Discharge	1	HME
		ENG. NOTE: Water tank capacity does not include any provision for rear discharge or large intake sleeve(s). Water displacement will vary, depending upon overall tank capacity, body length and tank shape.		
30-41-5025		-- Discharge Cap, (Qty) 2.5" Chrome Vented Rocker Lug w/Chain	1	HME
30-24-0400	>	-- Water Tank Sleeve, (1) 4" Rear Intake/Discharge	1	HME
		ENG. NOTE: Water tank capacity does not include any provision for rear discharge or large intake sleeve(s). Water displacement will vary, depending upon overall tank capacity, body length and tank shape.		
30-41-5025		-- Discharge Cap, (Qty) 2.5" Chrome Vented Rocker Lug w/Chain	1	HME
		Deluge (Deck Gun) Piping	1	HME
28-02-0400	>	-- Piping, 3" Deluge Riser, AbvPmp w/ 3" 1/4Trn & S/S Pipe	1	HME
		ENG. NOTE: No Deck Gun is provided		
26-12-0400		-- Drain Valve - Manual - Manual 1/4 Turn	1	HME
28-02-0610		-- Telescoping Waterway, TFT 18" "Extend-A-Gun" #XG18VL	1	HME
28-02-0800		-- Deck Gun Cntrl, 3" Manual Slow Close	1	HME
		Crosslay Assemblies	1	HME
28-11-1350		-- Crosslay, (2) Beds, 2.5" NST / 2.5" NST - 47" Side	1	HME
28-11-5200		-- #1 Crosslay, Dbl Stk, 2-1/2" NST w/2-1/2" Piping, Valve	1	HME
26-12-0400		-- Drain Valve - Manual - Manual 1/4 Turn	1	HME
28-11-6200		-- #2 Crosslay, Dbl Stk, 2-1/2" NST w/2-1/2" Piping Valve	1	HME
26-12-0400		-- Drain Valve - Manual - Manual 1/4 Turn	1	HME
28-11-7810		-- Crosslay Hose Guides	1	HME
28-12-2200		-- Cover, Crosslay, Vinyl w/End Flaps	1	HME
28-14-0400		-- Cover Color, Crosslay, Vinyl, Midnight Black	1	HME
		Speedlay Assemblies	1	HME
		Ball Valves	1	HME
30-00-0300		-- Ball Valves, Elkhart, Brass	1	HME
		Tank Plumbing and Indicators / Gauges	1	HME
30-20-0600		-- Piping, Tank To Pump, 3" w/3" Air Operated Ball Valve	1	HME
30-22-0200		-- Tank Refill, 1.5" Line w/ 1/4 Trn Bll Vlv	1	HME
		Foam Systems	1	HME
20-32-5680	>	Fire Research "TurboFoam" (Direct Inj 2.6 GPM)	1	HME
		ENG. NOTE: Option Does Not Include Foam Tank		
20-32-5986		-- Class 'A' Foam Operation Only	1	HME
20-34-0200	>	-- Foam Syst Outlets - Max Four outlets	1	HME
		ENG. NOTE: Select required outlets Four (4) Max Total Number of Outlets Without Engineering Review!		
20-34-0500	S < >	-- Foam Outlet, (2) Crosslays Note:changed size	1	HME
		ENG. NOTE: Select required outlets Four (4) Max Total Number of Outlets Without Engineering Review!		
20-34-0580	S < >	-- Foam Outlet, Front Bumper Crosslays Note: changed location to front bumper crosslays	1	HME

PART NO	S	DESCRIPTION	QTY	ID
		ENG. NOTE: Select required outlets Four (4) Max Total Number of Outlets Without Engineering Review!		
22-02-0800		> Heat Exchanger Line, Gated, Custom	1	HME
		ENG. NOTE: Pick a Heat Exchanger from the Chassis Manufacturer This option does not include the heat exchanger		
		Discharge Special Thread Adapters	1	HME
		== Pumper Components & Equipment - 4.001 ==	1	HME
08-22-2001		> Apparatus Body Designation, Model Ahrens-Fox	1	HME
		ENG. NOTE: Unit shall be designated a "Ahrens-Fox" model. Body logos will be Ahrens-Fox logos.		
		Water / Foam Tanks and Equipment	1	HME
30-02-0300		Water Tank Cnstrctn, Poly w/Tnk Lid, FillTwr, Ovrflw	1	HME
30-14-3000		-- Foam Tank, (1) 30 Gls, Cls A, Poly, External, Frnt Hosebed	1	HME
30-28-0210		-- Foam Tank Level Gauge, FRC	1	HME
34-04-0800		> -- Hosebed Bulkhead, (1), Stainless Steel	1	HME
		ENG. NOTE: Required on all apparatus with at least one (1) foam tower.		
30-18-0200		-- Tank Mounting, Cradle Mtd, 8" x 8" x 4" x .250"	1	HME
30-18-0700		-- Tank Cradle - Hot Dip Galvanized	1	HME
30-21-0200		-- Booster Tank Drain, 2" w/1/4 Turn Valve	1	HME
		APPARATUS BODY DESIGN AND CONSTRUCTION	1	HME
32-02-0200		Body Design and Construction, Pumper, Stainless Steel	1	HME
32-02-9000		-- Compartment Interior Finish	1	HME
32-05-0100		-- Brushed Stainless Compartment Roof - Not a Stepping Surface	1	HME
46-18-1010		-- Rear LOWERED CENTER Tailboard, 12", LaserGrip Stainless Steel	1	HME
		EXTERIOR COMPARTMENTATION AND EQUIPMENT	1	HME
40-01-2110		Frame Extension, Rear	1	HME
40-01-2210		-- Rear Frame Extension and Body Mounts Hot Dip Galvanized	1	HME
40-01-2300		-- Fastner Finish - ArmorGalv®	1	HME
40-02-0200		Ext Compartment Design and Construction, Modular, Bolted	1	HME
40-02-0204		-- Compartment Ventilation w/Filtration	1	HME
46-28-0720		-- Heat Shield, Exhaust Tailpipe under Compartment Floor	1	HME
40-10-0200		Long Body Configs, Approx 600 - 1800 Gallon Capacities	1	HME
40-10-0400		> -- 5) 82"/82", FH/FD Ext Cmpts w/ThruTnk, Rect, 575 Gls, 51" HB	1	HME
		ENG. NOTE: Config 5 from the Excel sheet RescuePumperBodies		
30-04-0800		-- Water Tank Capacity, Rectangular, 575 US Gallons - TT - 5 51" HB	1	HME
30-02-1000		-- Tank Fill Tower, 10" x 14", w/4" Vent	1	HME
30-12-1000		-- Cubic Ft, Body 252, 164" OAL	1	HME
		HOSEBED	1	HME
34-02-0020		-- Hosebed, Double High Side Pumper Body - Ladders Thru & Beam	1	HME
46-08-1710		-- Coffin Compartments - Double High Side Pumpers	1	HME
46-08-1822		-- L/S Full Length, Coffin Compartment - Pumper - 12" Wide x 24" Deep	1	HME
46-08-1920		-- Grab Handles, Coffin Compartments, Front and Rear	1	HME
46-08-2312		-- Coffin Compartment Doors, Lift Up Aluminum - Pair	1	HME
46-08-2322		-- LED Coffin Compartment Lid Lighting	1	HME
46-08-2324		-- Coffin Compartment Open Compartment Warning Light	1	HME
46-08-2122		-- R/S Full Length, Coffin Compartment - Pumper - 12" Wide x 24" Deep	1	HME
46-08-2220		-- Grab Handles, Coffin Compartments, Front and Rear	1	HME
46-08-2312		-- Coffin Compartment Doors, Lift Up Aluminum - Pair	1	HME
46-08-2322		-- LED Coffin Compartment Lid Lighting	1	HME
46-08-2324		-- Coffin Compartment Open Compartment Warning Light	1	HME
46-08-2410	S <	-- Oil Dry Hopper	1	HME
		Note: changed the valve location		
34-04-0600		> -- Dividers, (Qty) Hosebed, Adjustable, Smth Alum w/Radius Crnr	1	HME
		ENG. NOTE:		

PART NO	S	DESCRIPTION	QTY	ID
		Select two (2) or more. Verify availability of quantity selected with Sales Engineering before offering to the customer.		
34-06-1002	>	-- Hosebed Covers, Dual Powered Aluminum Treadplate ENG. NOTE: One full length FIXED hosebed divider is required with this cover An additional transverse headboard is installed with this option behind the fill tower rear headboard. The hosebed length is reduced by an additional 5-1/2" with this option.	1	HME
34-04-0500		-- Divider, (1) Hosebed, Fixed, Smth Alum w/Radius Crnr Rr	1	HME
34-06-1400		-- Vinyl Flaps, Black, Mtd Each Alum Hsbd Cvr	1	HME
		LEFT SIDE EXTERIOR COMPARTMENT DIMENSIONS	1	HME
40-12-1000		-- 82"/82", Ext Compts, L/S, 56"/52"/51" W x 24" D, FH/FD	1	HME
40-15-0160		-- Roll Up Doors, L/S, Satin Anodized Finish - Lg Bdy - LSL	1	HME
40-16-0400		-- Door Latches, L/S, Non-Locking Lift Bar w/Door Ajar Switch	1	HME
		FENDER CONFIGURATIONS	1	HME
41-00-0400		-- Wheel Area, Single Axle, - Rr SCBA Tubes - FFS	1	HME
46-02-0200		-- Fuel Fill, L/S Rr Fndr w/Door, Label, Vent Line	1	HME
46-06-0400		-- Fenderettes and Wheel Well Liners - Stainless	1	HME
46-08-0200		-- Mud Flaps, Rear	1	HME
46-28-0407		-- SCBA Tubes, (7) Rear Wheelwell, (3) L/S - (4) R/S, Sngl Axle	1	HME
46-28-0680		-- SCBA Bottle Retention Strap(s)	1	HME
		RIGHT SIDE EXTERIOR COMPARTMENT DIMENSIONS	1	HME
42-02-1000		-- 82"/82", Ext Compts, R/S, 56"/52"/51" W x 24" D, FH/FD	1	HME
42-07-0160		-- Roll Up Doors, R/S, Satin Anodized Finish - Lg Bdy - LSL	1	HME
42-08-0400		-- Door Latches, R/S, Non-Locking Lift Bar w/Door Ajar Switch	1	HME
		EXTERIOR BODY COMPONENTS	1	HME
46-05-0640		-- Rubrail, Body, LED Strip, Armor Guard, Warning/Ground - Long Body - 14' Rescue	1	HME
46-06-0462		-- Painted Apparatus Body - Pumper	1	HME
46-06-0602		-- Painted Apparatus Body, Wheel Well Fender Panels	1	HME
46-06-0610	>	-- Painted Hosebed / Coffin Cmpt Exterior Side Walls ENG. NOTE: Exterior of side walls only! Does not include front wall. This option used for hosebed walls or coffin compartment if coffin compartment option is selected.	1	HME
46-10-0700		-- Lights, Compartment, LED Strip, Armor Protected - White/Red	1	HME
46-15-0412		-- Rear - Center - RR1 Half Height - 51" HB	1	HME
42-12-0200		-- RR1, Ext Cmpt, Rear, 29" H x 48" W x 22" D, Half Height	1	HME
42-25-0200		-- Hinged Doors, Flush Mount, Double Pan Stainless	1	HME
42-08-0200		-- Door Latches, R/S, Hansen, Slam w/"D" Ring, Non-Locking	1	HME
84-04-5010		-- Chevron, Rear Body NFPA, 6" - Pumper Low Rear Door	1	HME
84-04-8002		-- Chevron Color - Red and Yellow Reflective	1	HME
42-14-0200	>	-- RR2, Ladder Stg Cmpt, Rear - Thru Tank - Std - No Multi Opt ENG. NOTE: Fiberglass ladders will not fit	1	HME
42-18-0400		-- RR2a, Backboard Stg Cmpt, Inside Tank Cmpt, Rear	1	HME
42-28-0200		-- Hinged Door, Rear, Ladder Storage	1	HME
72-00-0010		-- Thru The Tank Ladder Group - 10-Fold, 14-Roof, 24-2 Sec	1	HME
72-04-0400		-- Ladder, 14' Roof, Duo-Safety, Channel Rail, Aluminum	1	HME
72-06-0400		-- Ladder, 10' Fldng Attic, Duo-Safety, Aluminum	1	HME
72-08-0400		-- Ladder, 24' Two-Sect Ext, Duo-Safety, Solid Beam Aluminum	1	HME
46-20-0100		-- Step, Intermediate, mid position, Laser Grip, 8" Deep x Full Width	1	HME
46-12-0250		-- Lights, Rear Body, LED Strip Intermediate Step, Activate w/Parking	1	HME
	Brk			
46-26-0100		-- Handrail, Rear, 69" Horizontal Hosebed	1	HME
46-26-0710		-- Lighting, Rear Horizontal Handrails	1	HME
57-44-1010	>	-- Ahrens-Fox - LED - Traffic Advisor ENG. NOTE: Replaces 46-26-0810 white LED in the grab handle	1	HME

PART NO	S	DESCRIPTION	QTY	ID
46-15-0510		-- Rear - Left Side - Egress Steps - one (1) folding step, lower (1) fixed step	1	HME
46-16-0012		-- Step, Folding, (1) Mounted Left Rear Upper Position	1	HME
46-18-0700		-- Standard Folding Step	1	HME
46-20-0110		-- Steps, Intermediate, (1) Lower, Left Corner, Laser Grip, 8" Deep	1	HME
46-26-0110		-- Handrail, Rear Left Side, 24" Vertical	1	HME
46-15-0610		-- Rear - Right Side - Egress Steps - upper (1) folding step, lower (1) fixed step	1	HME
46-16-0014		-- Step, Folding, (1) Mounted Right Rear Upper Position	1	HME
46-18-0700		-- Standard Folding Step	1	HME
46-20-0112		-- Steps, Intermediate, (1) Lower, Right Corner, Laser Grip, 8" Deep	1	HME
46-26-0120		-- Handrail, Rear Right Side, 24" Vertical	1	HME
46-16-0305		-- Steps, (4) Four, Folding, Mounted Front of Body, Per NFPA	1	HME
46-18-0700		-- Standard Folding Step	4	HME
46-16-0306		-- No Additional Steps, Folding Front of Body	1	HME
		Exterior Body Equipment / Mounting Devices	1	HME
58-02-0110		-- Floodlight, Whelen, (1) LED, Mnt Frt R/S Hsbd	1	HME
		SCENE LIGHTING - PUMPER / RESCUE	1	HME
58-09-1018	>	-- AF1 or SPECTR Raised Roof - Cab Side Scene Lights Required	1	HME
		ENG. NOTE: AF1 or Spectr Raised Roof Only		
58-09-5060		-- Scene Lights, FRC LED Scene Light w/Chrome Trim	2	HME
58-09-7002		-- Driver's Scene Light Switch	1	HME
58-09-4012		-- Body Rear Scene Lights Required	1	HME
58-09-5060		-- Scene Lights, FRC LED Scene Light w/Chrome Trim	2	HME
58-09-6020		-- Rear Scene Light Switch w/Pkg Brk Over-Ride	1	HME
58-14-0100		-- FRC - LF Corner - High Side	1	HME
58-15-0910		-- FRC, Spectra, Ultrabright LED, 20,000 Lumens, 12VDC	1	HME
58-18-0204		-- Switch, Remote, 12 V w/240V Relay, Mtd Pump Panel	1	HME
58-15-8010		-- FRC, Bottom Raise Pole - 530	1	HME
58-14-0110		-- FRC - RF Corner - High Side	1	HME
58-15-0910		-- FRC, Spectra, Ultrabright LED, 20,000 Lumens, 12VDC	1	HME
58-18-0204		-- Switch, Remote, 12 V w/240V Relay, Mtd Pump Panel	1	HME
58-15-8010		-- FRC, Bottom Raise Pole - 530	1	HME
		RECEIVER HITCH / PORTABLE WINCH	1	HME
		SHELVES	1	HME
48-02-0600		Shelves, Deep (Qty) Adjustable w/1.5" Flange, .190" Alum	8	HME
48-02-1000	S	-- Shelves Location, Specify Ext Compts	8	HME
48-08-0600		-- Dri-Dek Mat, Installed (Qty) Shelves/Trays, Ext Compt	8	HME
48-08-1000	S	-- Dri-Dek Mat Locations, Specify Ext Compts/Shelves/Trays	8	HME
48-10-1010		-- Dri-Dek Color - Black	8	HME
		TRAYS	1	HME
48-04-1600	>	Trays, (Qty), Pullout w/Slides & Gas Shck, .190" Alm 250#	2	HME
		ENG. NOTE: Fixed Tray In Bottom of Compartment (NOT ADJUSTABLE)		
48-04-2000		-- Pullout Trays, Locations, Specify Ext Compts	2	HME
48-08-0600		-- Dri-Dek Mat, Installed (Qty) Shelves/Trays, Ext Compt	2	HME
48-08-1000		-- Dri-Dek Mat Locations, Specify Ext Compts/Shelves/Trays	2	HME
48-10-1010		-- Dri-Dek Color - Black	2	HME
		OUT AND DOWN SHELVES	1	HME
		FOXTRAX	1	HME
48-14-0600		Toolboards, (Qty) FoxTrax, Alum, Mtd Rr Wall, Spcfy Ext Com	1	HME
48-14-1000		-- Toolboard Locations, Specify Ext Compts	1	HME
		VERTICAL DIVIDERS AND TOOLBOARDS	1	HME
48-16-0600	S <	Vertical Dividers, (Qty) Aluminum Ext Compts, Specify Placem Note: half height divider anchored to shelf bottom.	1	HME
		TOOL BOXES	1	HME
		12 VOLT ELECTRICAL SYSTEM	1	HME
50-02-0200		Electrical System, 12V, Body, Multiplexed w/Circuit Brkr Pnl	1	HME
52-01-0202	>	Inverter, 3000 Watt - Xantrex Freedom 458 - Inverter/Charger	1	HME
		ENG. NOTE: Max recommended loading two (2) 120 VAC 500w Quartz lights and the two fender outlet options.		

PART NO	S	DESCRIPTION	QTY	ID
On a custom chassis avail in R1 and L1, on a commercial the inverter and load panel MUST be on the same side as the chassis batteries are located.				
52-01-1004		-- Installation - Inverter / Charger	1	HME
52-01-2002		-- Kussmaul 20 AMP - 120v - Super Auto Eject	1	HME
52-01-2004		-- Yellow Cover	1	HME
52-01-2102		-- Cab Exterior Mounted - Behind the Driver's Door	1	HME
52-06-0202		-- Mounting, Inverter, R1 Ext Compt	1	HME
52-20-1000		-- Mounting Location, Load Center Panel, R1 Ext Compt	1	HME
52-18-0402		-- Load Center Panel, Square D, Inverter Hardwired	1	HME
52-20-1210		-- Tubing, Seal-Tite, AC Wiring, Weather Resistant	1	HME
52-22-0300		-- Circuit Breakers, 120 V, As Req, Manual Reset, Mtd Load Cnt	1	HME
52-24-2175	S <	Receptacle, (1) 120V, Mtd Compartment R3 Note: connect to shoreline and inverter	1	HME
52-25-0200	>	-- Electrical Outlet, Conf #2, Duplex, 120V/15A, Straight Blade ENG. NOTE: Configuration #2 from HME Form 345.	1	HME
52-24-2400	S <	Receptacle, (1) 120V, Mtd Compartment L3 Note: connect to shoreline and inverter	1	HME
52-25-0200	>	-- Electrical Outlet, Conf #2, Duplex, 120V/15A, Straight Blade ENG. NOTE: Configuration #2 from HME Form 345.	1	HME
LIGHTING SELECTION			1	HME
54-90-0100		MAKE ICC AND WARNING LIGHT SELECTIONS HERE	1	HME
55-01-0010		-- Custom Cab - Double Hi Side Body	1	HME
55-02-1002		-- Custom Cab - Cab - LED - ICC Lighting - Whelen OS Series	1	HME
55-02-2000		-- Body - LED - ICC Lighting with Body Side Clearance LED & Reflector	1	HME
55-03-0155		-- Headlights - HIVIZ LED - Daytime Running Halo Ring - Custom Cab	1	HME
55-04-0700		-- Frt Turn Signal - FedSig - LED - Outside HdLts - Custom Cab	1	HME
55-05-0124		-- Rear Stop/Tail/Turn/Reverse with NFPA Lower Zone C Warning - Techniq ICC Lights	1	HME
55-06-0480		-- Back Up Alarm	1	HME
55-06-1000		-- License Plate Bracket w/LED Light	1	HME
57-42-1204		-- Rear Warning - Zone C Lower, Power Rear, TecNiq - LED	1	HME
57-03-5010		-- Lens Color - Driver's Blue / Officer's Red	1	HME
57-01-0336	>	-- Whelen - LED - CUSTOM - Front Suction - Pumper/Tanker ENG. NOTE: Use for Front Suctions with a swivel	1	HME
55-03-0104		-- Headlights - Upper Position - Custom Cab	1	HME
57-04-4334	S <	-- Lightbar, Frt, Ahrens-Fox Bar - 77" Dual Stack - Dual 23" Brow Lights Note: blue left side lights and red right side lights	1	HME
57-04-7914		-- Mini Brow Alternating Flasher, Forward Lights	1	HME
57-04-7924		-- Mini Brow Scene Light Switch	1	HME
57-20-2310		-- Cab, Lwr, Frt, TechNiq LED	1	HME
57-03-5000		-- Lens Color - Driver's Red / Officer's Blue	1	HME
57-32-2304		-- Cab Side, TecNiq - LED	1	HME
57-03-5010		-- Lens Color - Driver's Blue / Officer's Red	1	HME
57-02-0326		-- Whelen - LED - Double Hi Side Body	1	HME
57-34-2304		-- Body, Side over Wheel TecNiq - LED	1	HME
57-03-5000		-- Lens Color - Driver's Red / Officer's Blue	1	HME
57-40-2302	S <	-- Upper Rear, Ahrens-Fox Upper Warn Lts - 2 Tier LED Note: red LED on left side and blue LED on right side	1	HME
COMMUNICATION, MISC EQUIPMENT, LADDERS			1	HME

PART NO	S	DESCRIPTION	QTY	ID
70-02-0400		Labels, Identification & Safety, Mtd Drvr's Compt/Pump Panel	1	HME
70-24-0800	S <	Wheel Chocks, (2) Worden HWG, HD Alum w/Sld-Out Brkt L/S	1	HME
		Note: special location		
		ELECTRIC CORD REELS AND COMPONENTS	1	HME
		HYDRAULIC HOSE REELS	1	HME
		UTILITY AIR REELS	1	HME
		HARD SUCTION HOSE	1	HME
		SUCTION STRAINERS	1	HME
		REFLECTIVE STRIPING	1	HME
84-02-2000		Striping, 1"x4"x1" Scotchlite, Reflective, Vhcl Prmtr	1	HME
84-04-1210		-- Body Stripe Flare, 45 Degree Up And Over Rear Axle	1	HME
84-04-3010		-- Base Stripe Color, White Reflective	1	HME
84-04-3130		-- Accent Stripe Color, Blue Reflective	1	HME
84-04-2900		Striping, 3M, Conspicuity Florescent Yellow-Green/Red, Shelves/Trays - Face Only	1	HME
		MISC. ITEMS	1	HME
86-02-0100		Misc. Fasteners Kit - Ship Loose	1	HME
		WARRANTIES, MANUALS, MISCELLANEOUS DOCUMENTS	1	HME
90-03-1000		Water Tank Warranty - Service Life	1	HME
		v5.001 - RELEASE DATE - 12/07/2018	1	HME
		== Limited Warranty - Use For Contracts - 4.001 ==	1	HM
10-00-0030		Limited Warranty	1	HM
20-02-0030		-- General Warranty Period - 3 Years Total	1	HM
40-00-0005		-- Cab & Body Paint Warranty Period - 5 Years	1	HM
		v5.001 - RELEASE DATE - 03/04/2019	1	HM



CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES Only

Contract
No.:

FS 12-17

Date
Prepared:

10/10/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Grand Island NE	Contractor:	HME Incorporated
Contact Person:	Bryan Stutzman	Prepared By:	Michael Semerad
Phone:	(308)379-9912	Phone:	(402)750-6697
Fax:		Fax:	(877)568-2443
Email:	bstutzman@grand-island.com	Email:	mike@danko.net

Product Code:	LC02	Description:	HME 1871 4 Door Custom Full-tilt Extruded Aluminum Cab, 6 man seating, stainless steel body
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	\$381,365.00
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B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
LC02-02 Disc Brakes-Front Axle-EX-225	\$1,257.00	LC02-48 NMO Mount, Radio Antenna Sireing, Each	\$196.00
LC02-07 Automatic Tire Chains-On-Spot	\$2,893.00	LC02-63 Two Tone Cab-Standard HME breakline	\$2,519.00
LC02-09 Dedicated Air Horn Reservoir	\$316.00	LC02-69 24" Front Bumper Extension with hosewell	\$2,393.00
LC02-11 ABS Mud & Snow Selector Switch	\$248.00	LC02-73 Bumper Ground Lights-LED	\$236.00
LC02-13 Cummins ISL 450HP	\$28,381.00	LC02-79 Q2B Siren, Bumper Recessed	\$2,644.00
LC02-17 320 Amp Leece Neville Alternator	\$633.00	LC02-86 Heater, Pump House, 53,500 BTU Hot Water	\$966.00
LC02-29 Grab Handle Interior Officers A Post and both cre	\$354.00	LC02-87 Heat Pan Enclosure, Removable	\$1,622.00
LC02-39 Firecom 5200D wireless system with 4 headsets	\$7,145.00	LC02-89 Pump Panel Finish, Black Powder Coat	\$1,979.00
LC02-42 Backup Camera System with 7" monitor,doghouse	\$1,202.00	LC02-91 Switch, Air Horn Activation, Mtd Pump Panel	330
LC02-47 12 VDC power circuit, Radio or accessory	\$200.00	LC02-117 Front Jumpline 1.5" with 2" plumbing	2252
LC02-47 12 VDC power circuit, Radio or accessory	\$200.00	Subtotal From Additional Sheet(s):	\$30,910.00
		Subtotal B:	88876

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

Description	Cost	Description	Cost
Hot Dip Galvanized Single Frame Rails	\$3,567.00	Rear Disc Brakes-Single Rear Axle EX225	1,231.00
Aluminum Front Wheels & Rear Outer Wheels	\$1,900.00	Subtotal From Additional Sheet(s):	\$80,654.00
Hub and nut covers	\$207.00	Subtotal C:	87559

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	19%
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D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	557800	=	Subtotal D:	557800
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E:	2000
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F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Dealer supplied lettering	\$2,000.00	Additional Discount	(\$33,250.00)
Dealer supplied /installed glove connsole	\$950.00		
Dealer radio install	500	Subtotal F:	-29800

Delivery Date: 290 Days from order	G. Total Purchase Price (D+E+F):	530000
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Published Options:	Costs:
LC02-117 Frt Jumphline, 1.5" with 2" plumbing, 1/4 turn vlv	\$2,252.00
LC02-163 L/S Full Length, Coffin Compartment, Aluminum	\$9,376.00
LC02-164 R/S Full Length, Coffin Compartment, Aluminum	\$9,376.00
LC02-185 Left Front Body, Mounted Quartz Light, FRC Sp	\$2,038.00
LC02-190 Right Front Body, Mounted Quartz Light, FRC S	\$2,038.00
LC02-209 Adjustable Shelf, Each	\$209.00
LC02-209 Adjustable Shelf, Each	\$209.00
LC02-209 Adjustable Shelf, Each	\$209.00
LC02-209 Adjustable Shelf, Each	\$209.00
LC02-209 Adjustable Shelf, Each	\$209.00
LC02-209 Adjustable Shelf, Each	\$209.00
LC02-209 Adjustable Shelf, Each	\$209.00
LC02-209 Adjustable Shelf, Each	\$209.00
LC02-210 Pull out tray with slides, each	\$387.00
LC02-210 Pull out tray with slides, each	\$387.00
LC02-214 Dri-Dek Mat, Installed per shelf/tray, each	\$140.00
LC02-214 Dri-Dek Mat, Installed per shelf/tray, each	\$140.00
LC02-214 Dri-Dek Mat, Installed per shelf/tray, each	\$140.00
LC02-214 Dri-Dek Mat, Installed per shelf/tray, each	\$140.00
LC02-214 Dri-Dek Mat, Installed per shelf/tray, each	\$140.00
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LC02-214 Dri-Dek Mat, Installed per shelf/tray, each	\$140.00
LC02-214 Dri-Dek Mat, Installed per shelf/tray, each	\$140.00
LC02-214 Dri-Dek Mat, Installed per shelf/tray, each	\$140.00
LC02-215 Fox Trax, Aluminum Toolboard, Mtd rear wall	\$446.00
LC02-216 Vertical Comopartment Divider, each	\$555.00
LC02-263 Striping 1"-4"-1" Scotchlite, refelective	\$305.00
LC02-265 Body Stripe Flare 45 degree up and over rear	\$678.00
Total:	\$30,910.00

Unpublished Options:	Costs:
Automatic Moisture Ejectors-All Reservoirs	\$276.00
Kussmaul Auto Air 120 volt AC compressor	\$871.00
Exhaust Tailpipe diffuser for in house exhaust system	\$545.00
1760 Driveline upgrade	\$200.00
3/16" Alum-LFDxl 1871 cab with 12" mid rased roof	\$8,200.00
Cab Exterior Compartments	\$8,121.00
Ceiling mounted Heat/AC 45Kbtu AC- 33.4Kbtuheat	\$2,134.00
Delete floor heat	\$0.00
Cab Door Reflective Trim Chevron	\$35.00
Grab Handles, Driver, Officer, crew doors	\$681.00
Officers Dash Grab handle	\$275.00
Officers radio compartment with door	\$275.00
Audible Alarm for open compartment circuit	\$156.00
Red Lighting, driver controlled switch	\$140.00
Full width, crew area, LED strip lighting, white/red	\$151.00
Crew Area toggle switch control for crew area lighting	\$281.00
Console, Officer, laptop desk	\$617.00
Maplight, Federal Signal LED	\$175.00
Officers side speedometer	\$439.00
Parking brake control, doghouse	\$245.00
Two(2) 120 volt outlets in the cab, tied to the shoreline	\$758.00
Warning light/turn signals, cab handrails	\$524.00
3 Dimensional Cab Grille	\$321.00
Mekra Lang, Smooth Chrome Mirrors	\$450.00
Delete rear facing SCBA seats	\$0.00
Seats to be Bostrom Clean Cab Seats	\$2,500.00
Custom EMS Cabinet, interior	\$4,800.00
Upper Exterior Cabinets, chassis cab	\$7,808.00
Pump Compartment Front Panel, SS, D-ring latches	\$664.00
Gen IV sidemount pump module	\$785.00
AF-2000-SS pump rated at 1500 gpm	\$800.00
AF-2000-SS pump warranty, 7 year	\$0.00
Trident Air primer	\$200.00
Delete discharge #1-2 1/2"	\$0.00
4" Discharge, 5" storz elbow	\$3,500.00
Discharge, L/S rear, 2 1/2"	\$4,300.00
Firereseach Turbo Foam, 2.6 GPM system	\$10,743.00
Two(2) 2 1/2" crosslays in the pump module	\$2,400.00
Foam cell, 30 gallon	\$900.00
Foam tank level guage	\$638.00
Hot Dip Galvaninzed tank crade	\$800.00
Rear frame extension, Hot Dip Galvanized	\$1,048.00
Custom Body layout	\$0.00
Custom water tank size	\$0.00
Powered hosebed doors	\$3,400.00
Hosebed divider QTY 1	\$480.00
Ahrens Fox traffic advisor	\$707.00
Cab Side LED scene lights	\$1,132.00
Rear body LED scene lights	\$1,132.00
Inverter/Charger Zantrex 3000 Watt	\$2,634.00
Two(2) Body 120 volt outlets	\$968.00
Ahrens Fox 77" dual stack lightbar with brow lights	\$1,300.00
Techniq, Lower warning lights	\$0.00
Ahrens Fox dual stack upper zone C lights	\$1,145.00

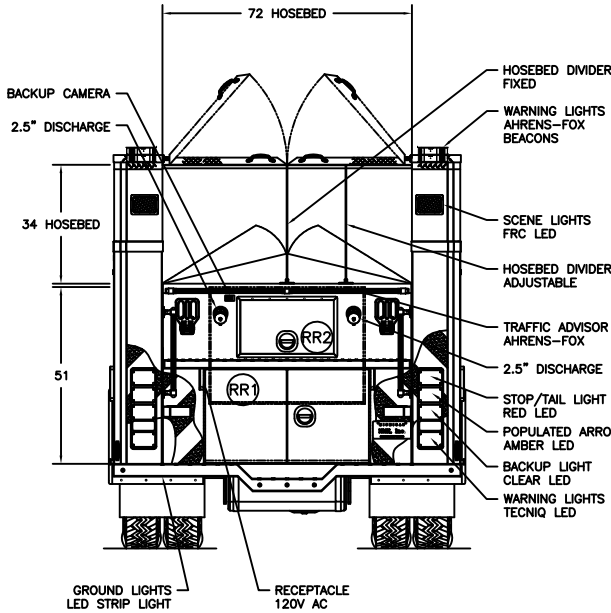
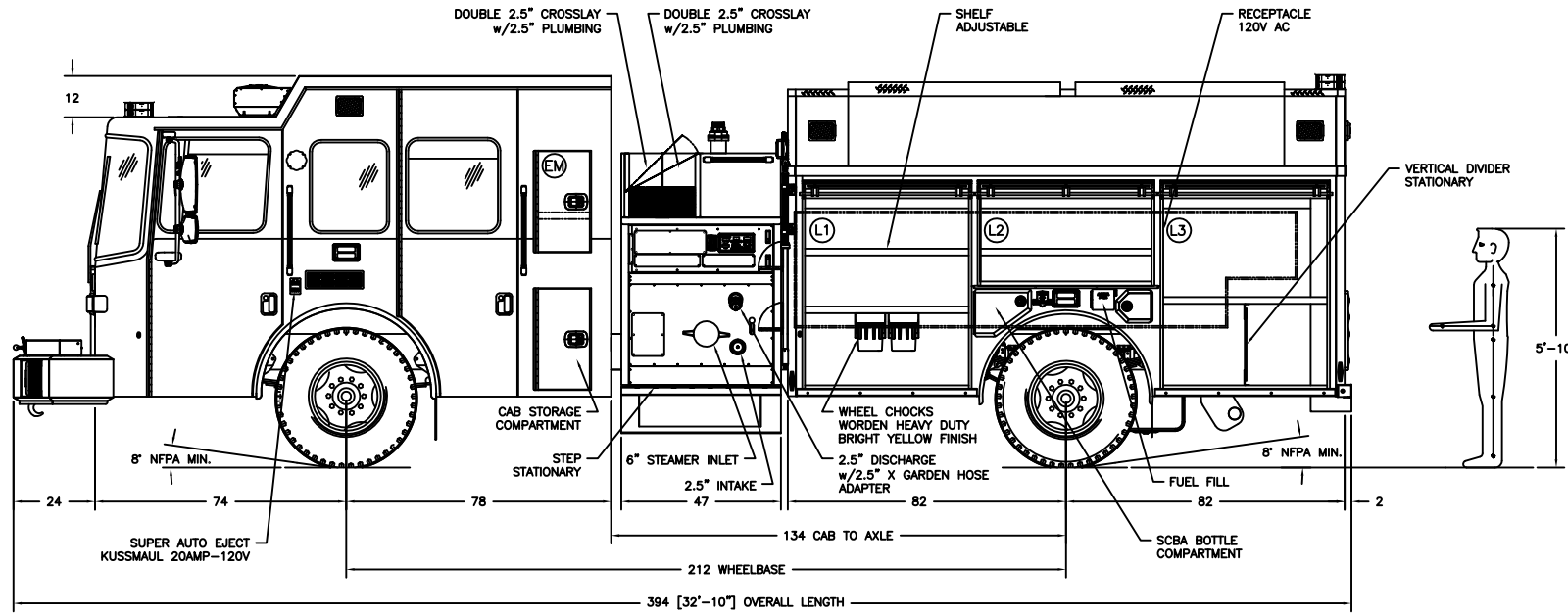
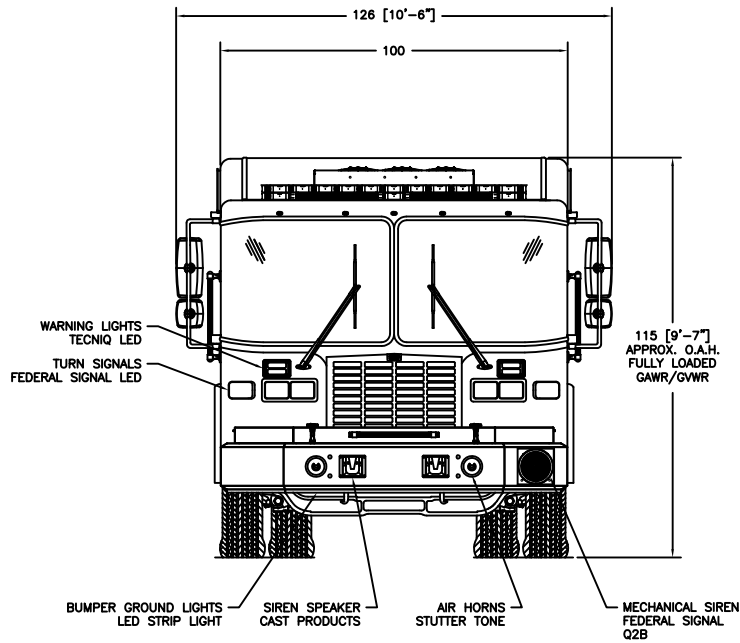
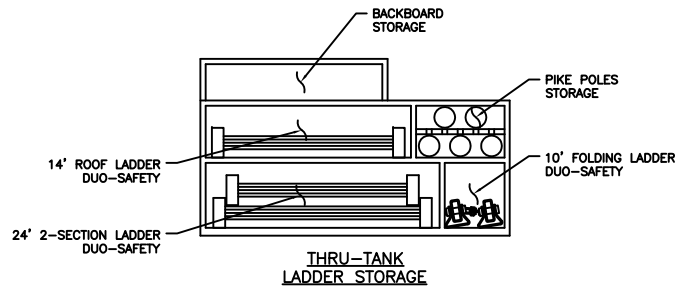
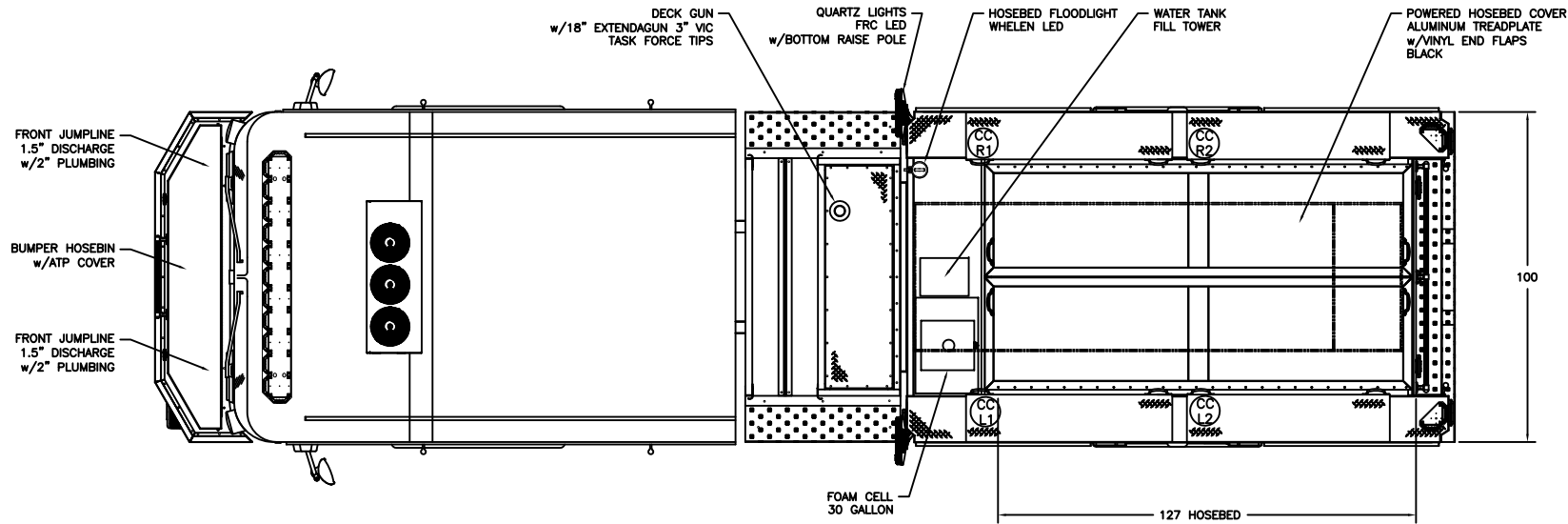
Delete Ahrens Fox LDH wrench set	\$0.00
Delete suction hose	\$0.00

Total:	\$80,654.00
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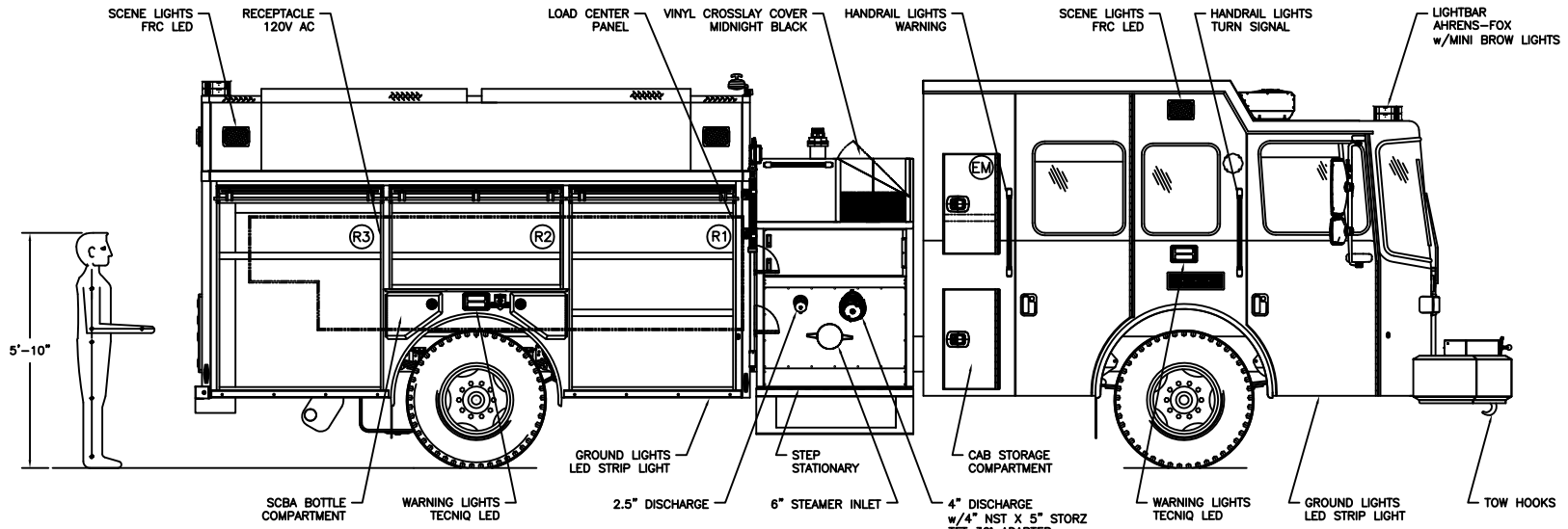
THIS DRAWING IS AN OVERALL REPRESENTATION OF THE APPARATUS AS PROPOSED.

THE EXACT DIMENSIONS, LOCATIONS OF ACCESSORIES AND/OR COMPONENTS MAY BE REVISED PENDING COMPLETE ENGINEERING OF THE CUSTOM REQUIREMENTS OF THE INDIVIDUAL APPARATUS ORDER.

IF THERE IS A DISCREPANCY BETWEEN THE BODYBUILDER PRINT AND THE WRITTEN PROPOSAL, THE SPECIFICATIONS WITHIN THE PROPOSAL PREVAIL.



COMPARTMENTATION						
COMPT.	BEHIND DOOR			CLEAR OPENING		COMPT. VOLUME
	WIDTH	HEIGHT	DEPTH	DOOR WIDTH	DOOR HEIGHT	
L1:	56"	63"	24"	47"	55"	44.3 FT³
L2:	52"	33"	24"	49½"	24½"	19.5 FT³
L3:	51"	63"	24"	47½"	55"	40.4 FT³
R1:	56"	63"	24"	47"	55"	44.3 FT³
R2:	52"	33"	24"	49½"	24½"	19.5 FT³
R3:	51"	63"	24"	47½"	55"	40.4 FT³
CCL1:	128"	12"	24"	62½"	11½"	21.3 FT³
CCL2:				62½"	11½"	
CCR1:	128"	12"	24"	62½"	11½"	21.3 FT³
CCR2:				62½"	11½"	
RR1:	48"	29"	22"	47"	26"	17.7 FT³



A	DM	1 OCT '19	ORIGINAL RELEASE
LET	BY	DATE	REVISION

1950 BYRON CENTER AVE.
WYOMING, MI. 49519

THIS PRINT IS PROVIDED ON A RESTRICTED BASIS AND IS NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE INTERESTS OF HME, INC.

NAME
GRAND ISLAND, NE FIRE DEPARTMENT

DRAWN D. MEAD	DATE 25 SEP '19	APPROVED N/A	DRAWING FILE GRAND ISLAND, NE FIRE DEPT (2).DWG
THIRD ANGLE PROJECTION	SIZE B	NUMBER GRAND ISLAND, NE	SCALE NTS 1 OF 1

RESOLUTION 2019-316

WHEREAS, the Grand Island Fire Department was budgeted funds to purchase a fire pumper; and

WHEREAS, the H-GAC was utilized to secure competitive bids in accordance with City procurement policy; and

WHEREAS, a 2020 pumper fire pumper manufactured by HME Ahrens-Fox of Wyoming, Michigan was chosen based on body configuration, auxiliary equipment, warranty, and service at a purchase price of \$530,000.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a purchase order and subsequent payment is authorized for the HME Ahrens-Fox fire pumper is hereby approved.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 22, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2019	☐ City Attorney



City of Grand Island

Tuesday, October 22, 2019

Council Session

Item G-8

#2019-317 - Approving Purchase of Stryker Power Cot and Power Load System

Staff Contact: Cory Schmidt, Fire Chief

Council Agenda Memo

From: Fire Chief Cory Schmidt
Meeting: October 22, 2019
Subject: Purchase of Stryker Power Cot and Power Load System
Presenter(s): Fire Division Chief Russ Blackburn

Background

The City Council approved budget for 2019-2020 included \$49,000 for the purchase of a new Stryker Power Cot and Stryker Power Load system. The Fire Department has used the powered cots since we bought three in 2006. The new cot will replace a 2006 model with around 36 operating hours. (It takes about five to six seconds to raise or lower the cot.)

Discussion

This will be the third Power Load Systems for the GIFD. The system supports the cot while retracting the wheels for loading so personnel do not have to support the weight of the patient and the cot during this process and then it pulls the cot into a secure position in the ambulance eliminating the need to steer the cot into the securing brackets. This is where the greatest chance of injury is while loading a cot as it requires the person loading the cot to apply uneven forces or to rotate their body to steer the cot or a second person to enter the ambulance and steer the front of the cot in a stooping or squatting position.

In the worst-case scenario during a collision, the firefighter paramedic and the patient are more protected from injury with the locking mechanism provided by the triple k compliant device. It secures the stretcher so it is not able to dislodge and become a projectile during a collision. It prevents additional harm to a citizen (patient) and a FF performing their job.

The purchase of the cot and Power Load is \$45,177.72 and \$3,222.28 for installation from InstaTech.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the purchase of the Stryker Power Cot and Power Load system from Stryker for the price of \$45,177.72 and \$3,222.28 for installation from InstaTech.

Sample Motion

Move to approve the purchase of the Stryker Power Cot and Power Load system from Stryker for the price of \$45,177.72 and \$3,222.28 for installation from InstaTech.

RESOLUTION 2019-317

WHEREAS, the Grand Island Fire Department has patient cots that are reaching the end of their useful life span and need to be replaced with new cots; and

WHEREAS, the Stryker Power Load System is safer for the paramedics and patients and will reduce employee injuries.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to approve the purchase of the Stryker Power Cot and Power Load system from Stryker for the price of \$45,177.72 and \$3,222.28 for installation from InstaTech.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 22, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2019	☐ City Attorney



City of Grand Island

Tuesday, October 22, 2019

Council Session

Item G-9

**#2019-318 - Approving CDBG Sub-Recipient Agreement with
Housing Development Corporation**

Staff Contact: Amber Alvidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Meeting: October 22, 2019

Subject: Approving CDBG Contract #2018-5 with Housing Development Corporation

Presenter(s): Amber Alvidrez, Community Development Administrator

Background

In October 2018, the City of Grand Island was awarded an annual allocation of \$414,017 from the United States Department of Housing and Urban Development's Community Development Block Grant Program. In August 2018, City Council approved the 2018-2019 Annual Action Plan, which included various projects throughout Grand Island, all of which benefit low to moderate income persons or areas. Each one of these projects requires a separate contract, which comes before City Council.

Discussion

As part of the 2018-2019 Annual Action Plan, the Community Development Division allocated funds to assist the Housing Development Corporation in the creation of an Owner Occupied Rehab Program. This Program will seek applicants, who will then qualify for program participation by meeting the low-to-moderate income guidelines established by HUD. Once qualified, the program participants will work with the Housing Development Corporation to complete improvements to their homes. The Housing Development Corporation will complete up to \$25,000 worth of improvements and a lead base paint testing (\$1,600).

The Housing Development Corporation has agreed to implement this program after collaboration with the City of Grand Island and their efforts to implement parameters of the 2014 Housing Study. The Housing Study parameters included revitalizing the older and dilapidated housing stock in various neighborhoods of Grand Island. The Housing Development Corporation has been awarded \$250,000 from the State of Nebraska to implement this program, and the \$26,500 provided by the City of Grand Island, through CDBG, will be considered the "program match."

For these reasons, the City of Grand Island has allocated twenty six thousand five hundred dollars and no cents (\$26,500) from the Community Development Block Grant program to assist The Housing Development Corporation implement their Owner Occupied Rehabilitation Program. This funding allocation will provide opportunities for low-to-moderate income persons to be make considerable amount of improvements to their homes, while revitalizing derelict housing in Grand Island.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approves CDBG Contract #2018-5 with The Housing Development Corporation and authorizes Mayor to sign all related documents.

Sample Motion

Move to approve CDBG Contract #2018-5 with The Housing Development Corporation.

SUBRECIPIENT CONTRACT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING
ENTITLEMENT FUNDS

SECTION I.

RECITALS

THIS AGREEMENT, made and entered into this 8th day of October, 2019 by and between the City of Grand Island ("City/Grantee,") and Housing Development Corporation ("Sub recipient,") witnesseth:

WHEREAS, the Grantee has applied for and received funds from the U.S. Department of Housing and Urban Development (HUD), under Title 1 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Sub-Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

SECTION II.

SCOPE OF SERVICE

A. Activities

The Sub recipient will be responsible for administering a CDBG Fiscal Year 2018 Entitlement Housing Rehabilitation, Public Facility, Public Improvement Public Service or Economic Development program in a manner satisfactory to the City/Grantee and consistent with any standards required as a condition of providing the funds, and consistent with all provisions of this Agreement. Sub recipient warrants and represents it has the requisite authority and capacity to perform all terms and conditions on Sub recipients part to be performed hereunder.

B. Program Delivery

Housing Development Corporation shall use twenty six thousand and five hundred dollars and 00/100(\$26,500.00) of Community Development Block Grant funds for rehabilitation costs and lead based paint testing, as submitted in the application for Community Development Block Grant (CDBG) funds dated (September 10, 2019) toward the goal of accomplishing rehabilitation to homes which house low to moderate income persons within Grand Island. The Housing Development program will create an Owner Occupied Rehab program which will rehabilitate a minimum of 7 homes. Fifty-one percent (51%) of these homes will be owned by persons of low income (below 80% of average medium income).

The major tasks the Sub recipient will perform include, but are not necessarily limited to the following:

- a. Acquisition, construction, reconstruction, rehabilitation, or installation of household needs
- b. Site improvements, and needs
- c. Lead Paint based testing

C. National Objective Compliance

The Sub recipient certifies that the activity (ies) carried out under this Agreement will meet the following H.U.D. National Objective:

Benefit low- and/or moderate-income persons.

Failure by the Sub recipient to fulfill the National Objective may result in grant funds being disallowed and required to be returned to the City/Grantee.

D. Level(s) of Performance & Accomplishment - Goals and Performance Measures

- a. Housing Development Corporation's goal is to accomplish an Owner Occupied Rehabilitation program. The Housing Development Corporation is responsible to perform all administrative services necessary to administer the above mentioned program.
- b. The Housing Development Corporation is to provide quarterly reports on achievements and program impact to include
 - a. Number of households served
 - b. A summary of project progress
 - c. Client Demographics

Units of Service include:

The Sub-recipient's progress will be monitored by the amount of units served, each unit being one household that receives rehabilitation services. The Sub-recipient will benefit a minimum of 7 units. 4 units served must be low to moderate income (80 % AMI) and 3 units may be any income range.

E. Project Description

Type of Project: Low To moderate Income Benefit
Project Location: City of Grand Island
Service Area: City of Grand Island
Project: 2018-5
Basic Eligibility Citation: 24 CFR 570.201
Amount Funded: \$26,500.00

F. Performance Monitoring

The City/Grantee reserves the right to monitor and evaluate the progress and Performance of the Sub recipient to assure the terms of this agreement are being satisfactorily met in accordance with HUD, City/Grantee and other applicable monitoring and evaluating criteria and standards. Sub recipient shall cooperate with the City/Grantee relating to such monitoring and evaluation. The City/Grantee will monitor the performance of the Sub recipient against goals and performance standards as stated above. Substandard performance as determined by the City/Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub recipient within a reasonable 90 days of time after being notified by the City/Grantee, Agreement suspension or termination procedures will be initiated.

G. Time of Performance

Housing Development Corporation shall perform the services set out above, and shall expend the Community Development Block Grant funding provided for above between September 10, 2019 and September 10, 2023. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub recipient remains in control of CDBG funds or other CDBG assets, including program income.

H. Budget

Housing Development Corporation shall use Twenty Six Thousand and Five Hundred Dollars &00/100 (\$26,500.00) of Community Development Block Grant funds provided for the design, materials and construction needed to complete an Owner Occupied Rehabilitation program.

In addition, the City/Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City/Grantee. Any amendments to this budget must be approved in writing by the City/Grantee and Sub recipient.

I. Compensation and Method of Payment

If Sub recipient is not in default hereunder, and subject to City/Grantee's receipt of the U.S. Department of Housing & Urban Development Community Development Block Grant funds, and provided the Agreement and Scope of Service are eligible Expenditures of Community Development Block Grant funds, the City/Grantee agrees to pay the Sub recipient an amount not to exceed Twenty Six Thousand and Five Hundred 00/100 Dollars (\$26,500.00). There are no eligible delivery costs. Payments may be contingent upon certification of the Sub recipients' financial management system in

accordance with the standards specified in 2 CFR 200, as now in effect and as may be amended from time to time.

a. Draw-down requests may be submitted to the Community Development Administrator. Draw-down requests must be in writing and accompanied by acceptable documentation supporting the draw-down amount. Documentation should include, at a minimum, the following information:

- 1) Invoice itemizing amounts requested;
- 2) Supporting documentation for each item; and
- 3) Payroll slips or time cards, if applicable.

Additional documentation may be requested as needed for clarification. Payment requests require City/Grantee Council approval prior to disbursement.

J. Environmental Review

An Environmental Review must be completed prior to the Sub recipient committing or expending any Community Development Block Grant funds. The Housing Development Corporation will conduct the Environmental Review and provide documentation of the findings to the Grantee upon its completion. The Sub recipient may not proceed with any services until receipt of written notification of the Environmental Review findings by the City/Grantee.

Housing projects will require environmental reviews to be conducted on each property as it is identified. If the Environmental Review requires mitigation, no funds may be expended until mitigation has been accomplished and certified as completed and meeting HUD minimum standards by an acceptable source to the City/Grantee. Documentation evidencing the Sub recipients' completion of its responsibilities and compliance with the National Environmental Policy Act of 1969 (NEPA), and other provisions of federal law as specified in 24 C.F.R. Part 58 which furthers the purposes of the NEPA.

K. Procurement Standards and Code of Conduct

Documentation evidencing adoption of Procurement Standards and Code of Conduct equivalent to those established in 2 CFR 200, as now in effect and as may be amended from time to time, and 24 CFR Part 570.

K. Fair Housing

Documentation that the Sub recipient has specifically provided a description of the actions they will take during the course of the grant to fulfill the requirements to affirmatively further fair housing. (Applicable to housing projects)

L. Implementation Schedule

CDBG Sub recipient to complete and submit to the City/Grantee the Implementation Schedule form.

L. Sources and Uses of Funds (if applicable)

not applicable

M. Other Special Conditions

Indenture of restrictive covenants, Davis Bacon sub recipient and contractor's meeting, Davis Bacon regulations apply.

N. Notices

Notices required by this Agreement shall be in writing and delivered via United States Postal Service mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this Agreement shall be directed to the following agreement representatives:

City/Grantee		Sub-recipient:	
City of Grand Island		Housing Development Corporation	
ATTN: Community Development Division		Michelle Callahan	
100 East First Street		301 S. Burlington	
Grand Island NE, 68801-1968		Hastings NE 68902-1005	
Telephone:	(308)385-5444 ext. 212	Telephone:	402-461-8407
Fax:	(308) 385-5488	Fax:	402-461-4400

SECTION III.

GENERAL CONDITIONS

A. General Compliance

Any changes to the program goals, scope of services, schedule or budget, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Sub-recipient and the City/Grantee. Changes to key Personnel assigned or their general responsibilities under this project are subject to notification and approval from the City/Grantee.

The Sub-recipient hereby agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including Subpart K of these regulations). The Sub-recipient also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this agreement.

The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to services to be performed under this Agreement. The City/Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance, as the Sub-recipient is an independent contractor. Sub-recipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

C. Hold Harmless

Sub-recipient further agrees to indemnify, defend and hold harmless the City/Grantee, its officers, agents and employees, from and against any and all claims, liabilities, costs, expenses, penalties or attorney fees, arising from such injuries to persons, or damages to property, or based upon or arising out of the performance or non-performance of this Agreement by Sub recipient, or out of any violation of Sub recipient of any local, state, or federal statute, ordinance, rule or regulation.

D. Worker's Compensation

The Sub recipient shall provide Workers' Compensation Insurance coverage in the amount required by law, for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Sub recipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City/Grantee. The Sub recipient shall comply with the bonding and insurance requirements of 2 CFR 200, as now in effect and as may be amended from time to time.

F. City/Grantee Recognition

The Sub recipient shall ensure recognition of the role of the City/Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Sub recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The City/Grantee or Sub recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City/Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City/Grantee or Sub recipient from its obligations under this Agreement.

The City/Grantee may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City/Grantee and Sub recipient.

SECTION IV.

LIABILITY

Sub recipient agrees to assume the risk of all personal injuries, including death resulting therefrom, to persons, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in connection with or arising out of the performance or non-performance of this Agreement by Sub recipient, or by the conditions created thereby.

SECTION V.

SUSPENSION OR TERMINATION FOR CAUSE

In accordance with 2 CFR 200, as now in effect and as may be amended from time to time, the City/Grantee may suspend or terminate this Agreement if the Sub recipient materially fails to comply with any terms of this Agreement, which include but are not limited to, the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement;

4. Submission by the Sub recipient to the City/Grantee reports that are incorrect or incomplete in any material respect; or
5. Financial instability of the Sub recipient organization that will affect the abilities of the organization to carry out or complete the stated activities and scope of work.

In the event of agency financial instability, a default or violation of the terms of this Agreement by the Sub recipient, or failure to use the grant for only those purposes set forth, the City/Grantee may take the following actions:

A. Suspension for Cause

After notice to the Sub recipient, the City/Grantee may suspend the Agreement and withhold any further payment or prohibit the Sub recipient from incurring additional obligations of grant funds, pending corrective action by the Sub recipient or a decision to terminate.

B. Termination for Cause

This Agreement may be terminated, in accordance with 2 CFR 200, as now in effect and as may be amended from time to time, if the Sub recipient materially fails to comply with any term of the Agreement or applicable federal regulations. The City/Grantee may terminate the Agreement upon ten (10) days written notice, together with documentation of the reasons therefore, and after an opportunity for a hearing is afforded. The determination of the City/Grantee as to the cause of termination and the appropriateness therefore shall be final and binding upon both City/Grantee and Sub recipient. In the event projects are delayed, the Sub recipient shall notify the City/Grantee in writing, informing the City/Grantee of the issues surrounding the delay of the project. In cases where the project is not moving forward, the City/Grantee shall notify the Sub recipient of termination of the funding. In the event of termination, all finished or unfinished documents, data, studies and reports prepared by the Sub recipient under this Agreement shall, at the option of the City/Grantee, become its property and the Sub recipient shall be entitled to receive just and equitable compensation for satisfactory work completed on such materials for which compensation has not previously been paid.

SECTION VI.

TERMINATION FOR CONVENIENCE

This Agreement may be terminated for convenience in accordance with 2 CFR 200, as now in effect and as may be amended from time to time, by either the City/Grantee or the Sub recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City/Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City/Grantee may terminate the award in its entirety.

SECTION VII.

TERMINATION OF CITY/GRANTEE'S OBLIGATIONS

The City/Grantee's obligations under this Agreement will terminate in the event of suspension or non-receipt of Community Development Block Grant funds by the City/Grantee.

SECTION VIII.

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

Records of the Sub recipient and reimbursable expenses pertaining to the Scope of Services and records of accounts between the City/Grantee and the Sub recipient shall be kept on a generally recognized accounting basis.

1. Accounting Standards

The Sub recipient agrees to comply with 2 CFR 200, as now in effect and as may be amended from time to time, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub recipient shall administer its program in conformance with 2 CFR 200, as now in effect and as may be amended from time to time. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation & Record Keeping

1. Records to be maintained

The Sub recipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- a) Record(s) providing a full description of each activity undertaken;
- b) Record(s) demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Record(s) required to determine the eligibility of activities;
- d) Record(s) required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Record(s) documenting compliance with the fair housing and equal opportunity components of the CDBG program;

- f) Financial records as required by 24 CFR Part 570.502 and 2 CFR 200, as now in effect and as may be amended from time to time;
- g) Other records as necessary to document compliance with Subpart K of 24 CFR 570; and
- h) Real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the “changes in use” restrictions specified in 24 CFR 570.505, as applicable.

2. Retention

The Sub recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years. The retention period begins on the date of submission of the City/Grantee’s Consolidated Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.

Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five year period, whichever occurs later.

3. Client Data-if applicable

The Sub recipient shall maintain client data demonstrating client eligibility for services provided. Such information shall be made available to City/Grantee monitors or their designees for review upon request. Such data shall include, but not be limited to:

- a) Client name;
- b) Client address;
- c) Members age or other basis for determining eligibility;
- d) Description of services provided;
- e) Dates services provided;
- f) Beneficiary information (ethnicity, income, sex, female head of household, elderly, disabled, etc.); and
- g) Residence Addresses.

Such information shall be made available to City/Grantee monitors or their designees for review upon request.

4. Disclosure

The Sub recipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City/Grantee’s or Sub recipients

responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Sub recipient's obligation to the City/Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City/Grantee), and determining the custodianship of records.

Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub recipient has control over CDBG funds, including program income. All financial records pertaining to this Agreement upon completion shall remain the property of the City/Grantee.

C. Reporting and Payment Procedures

1. Program Income

The Sub recipient shall immediately report to the City/Grantee all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. Program income generally means gross income received by the Sub recipient, directly generated from the use of CDBG funds, with some exceptions which are detailed in 24 C.F.R. §570.500. Program income includes, but is not limited to:

- a) Payments of principal and interest on loans made using CDBG funds;
- b) Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
- c) Proceeds from the disposition of equipment purchased with CDBG funds;
- d) Interest earned on program income pending its disposition; and
- e) Interest earned on CDBG funds held in a revolving loan fund's cash balance interest bearing account.

The use of program income by the Sub recipient must be approved by the City/Grantee prior to such use and must comply with the requirements set forth at 24 CFR 570.504. The Sub recipient may retain and use program income funds only for the activity (ies) approved under this Agreement. Program income funds should be held in a non-interest bearing account. If program income funds are held in an interest bearing account, any interest earned on the program income funds must be returned to the City/Grantee on a monthly basis. Receipt and expenditures of program income funds shall be reported, in writing, at the time of receipt and expenditure, along with supporting documentation. Program income must be expended prior to drawing any remaining grant funds.

In the event the Sub recipient desires to use the program income for some other activity, it must request and receive permission from the City/Grantee before undertaking such a use. The City/Grantee will determine whether the proposed use meets the eligibility criteria of the regulations established by the CDBG funds, and notify the Sub recipient of either approval or disapproval. At conclusion of the Agreement period, or in the case of disapproval, all program income will be returned to the City/Grantee.

2. Payment Procedures

Draw-downs for the payment of eligible expenses and general administration items shall be made against the line item budgets specified in the Scope of Service, and in accordance with performance. Payments shall be made upon presentation of invoices that Sub recipient certifies are true and correct copies of payments due on behalf of the Sub recipient for an activity covered by this Agreement and made in accordance and compliance with the Scope of Service. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub recipient, and not to exceed actual cash requirements. Payments will be adjusted by the City/Grantee in accordance with advance fund and program income balances available in the Sub recipient account. In addition, the City/Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the City/Grantee on behalf of the Sub recipient. Payment may be suspended by the City/Grantee in the event of nonperformance by the Sub recipient. Payments may be contingent upon certification of the Sub recipients financial management system in accordance with the standards specified in 2 CFR 200, as now in effect and as may be amended from time to time.

D. Procurement

1. Compliance

The Sub recipient shall comply with current City/Grantee policies concerning the purchase of equipment and shall maintain inventory records of all nonexpendable property as defined by such policies as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the City/Grantee upon termination of this Agreement.

a. OMB Standards

The Sub recipient shall procure all materials, property, or services and then shall subsequently follow all Property Standards as set out in and in accordance with the requirements of 2 CFR 200, as now in effect and as may be amended from time to time, including but not limited to the requirements covering utilization and disposal of property.

b. Travel expenses

Travel and related expenses for travel outside the city limits of the City of Grand Island Nebraska shall not be paid with funds provided under this Agreement without prior written approval from the City/Grantee.

E. Use & Reversion of Assets

Sub recipient hereby agrees to use all personal assets and all real property, acquired or improved, in whole or in part, with Community Development Block Grant funds, as set forth in the Scope of Service. In the event Sub recipient ceases to use a personal asset or real property acquired or improved with Community Development Block Grant funds, in accordance with the Scope of Service, the use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200, as now in effect and as may be amended from time to time, and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub recipient shall transfer to the City/Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Sub recipients control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of Fifteen Thousand dollars (\$15,000) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until thirty (30) years after expiration of this Agreement. Real property acquired or improved, in whole or in part, with funds under this Agreement between Seven Thousand and One Dollars (\$7,001) and Fifteen Thousand dollars (\$15,000) shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until ten (10) years after expiration of this Agreement.
3. Sub recipient hereby agrees to use all personal assets and all real property, acquired or improved, in whole or in part, with Community Development Block Grant funds, as set forth in the Scope of Service. In the event Sub recipient ceases to use a personal asset or real property acquired, or improved, with Community Development Block Grant funds, in accordance with the Scope of Service, the Sub recipient shall return the personal asset or real property to the City/Grantee, or pay to the City/Grantee, a sum equal to its fair market value, less any portion of the value attributable to expenditures of non-Community Development Block Grant funds for the acquisition of, or improvement to, the asset or property. The Sub recipient shall transfer to the City/Grantee any Community Development Block Grant funds on hand at the time of expiration of this Agreement and any accounts receivable of Community Development Block Grant funds.

Sub recipient also hereby agrees to enter into an Indenture of Restrictive Covenants Agreement ("Indenture") with the City/Grantee of City of Grand Island/Grantee at the time of real property purchase. In this Indenture, Sub

recipient agrees to represent, warrant and covenant throughout the term of the Indenture that the land and/or facility purchased with CDBG funds will be used in accordance with Section 42 of the United States Code. Further, Sub recipient agrees that the use of such property may not change from that for which the acquisition was made unless the Owner provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either (1) the new use of such property qualifies as meeting one of the national objectives in Volume 24 of the Code of Federal Regulations, Section 570.208 (24 CFR, § 570.208), or (2) if the Owner determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under 24 CFR, Section 570.208, it may retain or dispose of the property for the changed use if the Sub recipients CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

a) The Indenture of Restrictive Covenants shall terminate in the year designated in the Restrictive Covenant according to the terms stated in paragraph E above, based on the dollar amount of the funds granted, after the first day of the Compliance Period (such period being herein referred to as the "Compliance Period" or the "Extended Use Period"):

b) Notwithstanding paragraph "a" above, the Compliance period for any building that is part of the Project shall terminate on the date the Project is acquired by foreclosure or transferred by a deed or other instrument in lieu of foreclosure unless the Secretary of the Treasury determines that such acquisition is part of an arrangement with Sub recipient a purpose of which is to terminate such Compliance Period.

4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub recipient for activities under this Agreement shall be:

- a. Transferred to the City/Grantee for the CDBG program, or
- b. Retained after compensating the City/Grantee (an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment).

SECTION IX.

RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Sub recipient agrees to comply with:

- A. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b);
- B. The requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under (42 USC 5304(d)); and
- C. The requirements in 24 CFR 570.606(d) governing optional relocation policies. [The City/Grantee may preempt the optional policies.] The Sub recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub recipient also agrees to comply with applicable City/Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

SECTION X.

ASSURANCES

The Sub recipient hereby agrees to use Community Development Block Grant funds for the purposes authorized by the City/Grantee. The Sub recipient further hereby agrees to comply with the assurances, attached hereto and incorporated herein which are required by the U.S. Department of Housing & Urban Development for all Community Development Block Grant projects. These include Federal Labor Standards requirements.

SECTION XI.

PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Sub recipient hereby agrees to comply with all applicable state, local and civil rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination

The Sub recipient hereby agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in (42 USC 5309 (a)) are still applicable. Sub-recipients shall comply with state and local civil rights laws proscribing housing discrimination based on sexual orientation or gender identity.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and 24 CFR 570.601 and 570.602. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Sub recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City/Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Sub recipient agrees to comply with all federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program. The City/Grantee shall provide the Sub recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Equal Opportunity

1. Approved Plan

The Sub recipient hereby agrees that it shall be committed to carry out pursuant to the City/Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City/Grantee shall provide Affirmative Action guidelines to the Sub recipient to assist in the formulation of such program. The Sub recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women-and Minority-Owners Businesses (W/MBE)

The Sub recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms, "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51%) percent owned and controlled by minority group members or women. The Sub recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub recipient shall furnish and cause each of its own sub recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City/Grantee, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub recipient, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The Sub recipient will include the provisions of paragraphs, XI. A., Civil Rights, and XI. B., Affirmative Action in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Sub recipient hereby agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act and Related Acts as amended (40 USC 3141 *et seq.*), the provisions of Contract Work Hours and Safety Standards Act (40 USC 3701 *et seq.*) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City/Grantee for review upon request. The Sub recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City/Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29CFR Parts 1,3,5 and 7 governing the payment of

wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub recipient of its obligation, if any, to require payment of the higher wage. The Sub recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended (12 USC 1701u), and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the City/Grantee, the Sub recipient and any of the Sub recipient's sub recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided. The Sub recipient certifies and hereby agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement: "The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Sub recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located;

where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low income residents within the service area or the neighborhood in which the project is located and to low-and very low-income participants in other HUD programs. The Sub recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Subcontracts

The Sub recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

This Agreement shall not be assigned or transferred by the Sub recipient without the prior written consent of the City/Grantee; provided however, that claims for money due or to become due to the Sub recipient from the City/Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be promptly furnished in writing to the City/Grantee.

2. Subcontracts

a. Approvals

The Sub recipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the prior written consent of the City/Grantee prior to the execution of the agreement.

b. Monitoring

The Sub recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Sub recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Sub recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City/Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub recipient hereby agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engage in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub recipient hereby agrees to abide by the provisions of 2 CFR 200, as now in effect and as may be amended from time to time and 24 CFR 570.611, which include (but are not limited to) the following:

a. The Sub recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds;

b. No employee, officer or agent of the Sub recipient shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved;

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes but is not limited to any person who is an employee, agent, consultant, officer, or elected or appointed official of the City/Grantee, the Sub recipient, or any designated public agency; and

d. The Sub recipient covenants that neither it nor any member of its Board of Directors, officers, or employees presently have any interest in any project to be financed under the Scope of Service, and shall not acquire any interest therein which would conflict with the performance of the Scope of Service required under this Agreement or applicable statute, rule or regulation. Such a conflict would arise when: the employee, officer or

agent; any member of their immediate family; their partner; or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm/household selected for award. The Sub recipients officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements during office tenure or for one year after the closeout of the grant. This stipulation must be included in all other contracts and subcontracts to this grant.

5. Lobbying

The Sub recipient certifies, to the best of its knowledge and belief, that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Sub recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Sub recipient shall require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and co-operative agreements) and that all Sub recipients shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or City/Grantee reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub recipient hereby agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION XII.

ENVIRONMENTAL CONDITIONS

A. Air and Water

The Sub recipient hereby agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 308, and all regulations and guidelines issued thereunder; and
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub recipient shall assure that the activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35.100 *et seq.* Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under

seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

SECTION XII.

SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION XIV.

SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION XV.

WAIVER

The City/Grantee's failure to act with respect to a breach by the Sub recipient shall not result in a waiver of its right to act with respect to subsequent or similar breaches. The failure of the City/Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION XVI.

ENTIRE AGREEMENT

The provisions set forth in Sections I-XVI, and all attachments of this Agreement constitute the entire agreement between the parties hereto and no statement, promise, conditions, understanding, inducement or representation, oral or written, express or implied, which is not contained herein shall not be binding or valid.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

Grantee: City of Grand Island, Nebraska

Date _____ By _____
Roger G. Steele,
Mayor, City of Grand Island

Attest:

CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Stacy R. Nonhof, Assistant City Attorney

Sub-Recipient: Housing Development Corporation.

Date _____ By _____
Michelle Callahan, Executive Director

Date _____ By _____
Board President

RESOLUTION 2019-318

WHEREAS, the City of Grand Island, Nebraska was awarded a \$414,017 as part of the United States Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program; and

WHEREAS, City Council approved the 2018-2019 Annual Action Plan; and

WHEREAS, The Housing Development Corporation is eligible to make use of CDBG Funds; and

WHEREAS, the City must enter into a Sub-Recipient Agreement with each organization to identified in the 2018-2019 Annual Action Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that The City of Grand Island, Nebraska is hereby authorized to enter into a Sub-Recipient Agreement with The Housing Development Corporation and the Mayor is hereby authorized and directed to execute such contracts.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, on October 22, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2019	☐ City Attorney



City of Grand Island

Tuesday, October 22, 2019

Council Session

Item G-10

#2019-319 - Approving Subordination Agreement - FAmos Construction

Staff Contact: Amber Avidrez

Council Agenda Memo

From: Amber Alvidrez, Community Development

Council Meeting: October 22, 2019

Subject: Approving Subordination Agreement for 116/118
W 3rd Street Grand Island Nebraska

Presenter(s): Amber Alvidrez, Community Development
Administrator

Background

The City Of Grand Island has a Deed of Trust filed on property owned by FAMOS CONSTRUCTION, INC a Nebraska corporation and THE CHOCOLATE BAR, INC., a Nebraska corporation located at 116/118 West Third St., in the amount of \$159,200. On May 25, 2016, Community Development Block Grant funds in the amount of \$159,200 were loaned to FAMOS CONSTRUCTION INC., a Nebraska Corporation and THE CHOCOLATE BAR, INC, a Nebraska Corporation to assist in the revitalization of downtown. The legal description is:

THE WESTERLY TWO THIRDS(W 2/30 OF LOT SIX (6), IN BLOCK FIFTY FIVE (55), OF THE ORIGINAL TOWN, NOW CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

The owner is requesting permission from the City to subordinate to the new Loan amount and accept and remain in third position. The equity in the property is in excess of the lien amounts held by both the City and the bank.

Discussion

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, has asked the City to subordinate its Deed of Trust to the new Deed of Trust.

The property's appraised value is \$1,066,594.91 and is sufficient to secure the loan of \$125,000 from Pinnacle Bank, a second construction loan of \$60,000 from Pinnacle Bank

and the City's note of \$159,200. On April 23, 2019 Council approved subordination request although wording within the agreement has since changed requiring council approval.

ALTERNATIVES

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

1. Approve the Subordination Agreement
2. Refer the issue to a Committee
3. Postpone the issue to a later date
4. Take no action on the issue

RECOMMENDATION

Community Development Division recommends that the Council approves the Subordination Agreement with Pinnacle Bank placing the City in the third position to the new Deed of Trust.

Sample Motion

Move to recommend approval of the Subordination Agreement with Pinnacle Bank, placing the City in the Third position to the new Deed of Trust.

SUBORDINATION AGREEMENT

COMES NOW the City of Grand Island, Nebraska, secured party/beneficiary and hereby partially subordinates its trust deed/real estate lien recorded September 29, 2016, on the following described real estate:

THE WESTERLY TWO THIRDS (W 2/3) OF LOT SIX (6), IN BLOCK FIFTY FIVE (55) OF THE ORIGINAL TOWN, NOW CITY OF GRAND ISLAND, HALL COUNT, NEBRASKA.

It is the intent of this Agreement that the trust deed for amounts loaned by Pinnacle bank as documented in instrument number 201901813 as filed on March 29, 2019 to FAmos Construction Inc., a Nebraska corporation and The Chocolate Bar Inc., a Nebraska corporation (Borrower) shall be superior to the trust deed/real estate lien of the City of Grand Island, its successors and assigns recorded in instrument number 201606457 filed on September 29, 2016, up to the amount of \$175,000.00 plus interest and amounts advanced to protect the collateral. Thereafter, the City of Grand Island's lien shall have priority. It is further understood that this subordination shall include all current obligations, extensions, renewals, advances or modifications made by the City of Grand Island, Nebraska to Borrowers which is secured by the trust deed/real estate lien recorded September 29, 2016 as Instrument Number 201606457 in the records of the Register of Deeds of Hall County, Nebraska. Nothing in this Subordination Agreement is intended as a promise to provide financing or make advances to Borrowers by the City of Grand Island, Nebraska and it is not the intention of the City of Grand Island, Nebraska to warrant or guarantee the obligations of Borrowers but merely to partially subordinate its lien interests under the instrument recorded at Document Number 201606457 filed September 29, 2016. It is understood that Pinnacle Bank as recorded in instrument Number 201901813 filed on March 29, 2019 intends to lend funds to Borrowers but that the subordinated amount is not to exceed \$175,000.00 plus interest and amounts advanced to protect the collateral.

Nothing in this instrument is intended to relieve Borrowers of their obligation to the City of Grand Island, Nebraska or to subordinate any other lien interests including, but not limited to, real estate taxes and special assessments.

Dated: _____

City of Grand Island, Nebraska

STATE OF NEBRASKA)
)ss.
COUNTY OF HALL)

By _____
Roger G. Steele, Mayor

The foregoing instrument was acknowledged before me on _____,
2019, by Roger G. Steele, Mayor of the City of Grand Island, Nebraska.

Notary Public

RESOLUTION 2019-319

WHEREAS, the City of Grand Island, is the lender and secured party of a Deed of Trust dated May 25, 2016 and recorded on September 29, 2016, as Instrument No.201606457, in the amount of One-Hundred and Fifty-Nine Thousand and Two-Hundred Dollars and zero Cents.(\$159,200), secured by property located at 116/118 West Third Street and owned by FAMOS CONSTRUCTIONS INC., a Nebraska Corporation and THE CHOCOLATE BAR INC, a Nebraska corporation, said property being described as follows:

THE WESTERLY TWO THIRDS (W 2/3) OF LOT SIX (6), IN BLOCK FIFTY FIVE (55), OF THE ORIGINAL TOWN, NOW CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA.

WHEREAS, FAMOS CONSTRUCTION INC, a Nebraska corporation, and THE CHOCOLATE BAR, a Nebraska corporation wishes to execute a Deed of Trust and Note in the amount of \$60,000 with Pinnacle Bank, to be secured by the above-described real estate conditioned upon the City subordinating its Deed of Trust to their lien priority; and

WHEREAS, the value of the above-described real estate is sufficient to adequately secure both loans.

WHEREAS, the requested subordination of the City's lien priority is in the best interests of all parties.

WHEREAS, the City Attorney's office has reviewed and approved the proposed agreement.

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 execute an agreement subordinating the lien priority of the above described Deeds of Trust from FAMOS CONSTRUCTION INC., a Nebraska corporation and THE CHOCOLATE BAR INC., a Nebraska corporation to the City of Grand Island, as beneficiary to that of the new loan and Deed of Trust of Pinnacle Bank, Beneficiary, as more particularly set out in the subordination agreement.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 22, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2019	☐ City Attorney



City of Grand Island

Tuesday, October 22, 2019

Council Session

Item G-11

#2019-320 - Approving Engineering Consulting Agreement for North Road- US Highway 30 to Old Potash Highway Roadway Improvements; Project No. 2019-P-12

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 22, 2019

Subject: Approving Engineering Consulting Agreement for North Road- US Highway 30 to Old Potash Highway Roadway Improvements; Project No. 2019-P-12

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

Background

The North Road- US Highway 30 to Old Potash Highway Roadway Improvements; Project No. 2019-P-12 is for the improvement of North Road from just north of the intersection with US Highway 30 and the intersection with Old Potash Highway. The Engineering Division of the Public Works Department is proposing a concrete curb and gutter roadway section with associated sidewalk, traffic control, drainage and all other related improvements needed to complete the project.

On July 5, 2019 the Engineering Division of the Public Works Department advertised for Engineering Services for the south section of North Road from US Highway 30 to Old Potash Highway Roadway Improvements, with sixteen (16) potential respondents.

Discussion

Three (3) engineering firms submitted qualifications for the engineering services for the south section of North Road- US Highway 30 to Old Potash Highway Roadway Improvements; Project No. 2019-P-12. Alfred Benesch & Company of Lincoln, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

- Firm experience and qualifications on similar work (50%)
- Proposed project schedule/approach (40%)
- Past experience working with the City of Grand Island Public Works Department (10%)

Compensation for Alfred Benesch & Company's conceptual design and cost estimate services will be provided on a time and expense basis not to exceed \$76,944.00. Such services will include a detailed topographic survey, geotechnical analysis, and traffic operations study of the corridor to allow for proper cost estimation. Amendments will be required in the future for final engineering design and construction phase services.

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 with Alfred Benesch & Company of Lincoln, Nebraska, in the amount of \$76,944.00.

Sample Motion

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS
FOR
ENGINEERING SERVICES
2020 CAPITAL IMPROVEMENT PROJECTS; SELECTED LOCATIONS**

RFP DUE DATE: July 30, 2019 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: July 5, 2019

NO. POTENTIAL BIDDERS: 16

PROPOSALS RECEIVED

JEO Consulting Group
Grand Island, NE

HDR
Omaha, NE

Benesch
Grand Island, NE

Miller & Associates
Kearney, NE

EA Engineering
Lincoln, NE

Felsburg, Holt & Ullevig
Omaha, NE

Olsson
Lincoln, NE

cc: John Collins, Public Works Director
Jerry Janulewicz, Interim City Administrator
Stacy Nonhof, Purchasing Agent

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

P2142

RESOLUTION 2019-320

WHEREAS, on July 5, 2019 the Engineering Division of the Public Works Department advertised for Engineering Services for North Road- US Highway 30 to Old Potash Highway Roadway Improvements; Project No. 2019-P-12; and

WHEREAS, on July 30, 2019 three (3) engineering firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria Alfred Benesch & Company of Lincoln, Nebraska was selected as the top engineering firm; and

WHEREAS, the City of Grand Island and Alfred Benesch & Company of Lincoln, Nebraska wish to enter into an Engineering Services Agreement to provide conceptual design and cost estimate engineering consulting services for such project; and

WHEREAS, an amendment will be brought before council at a later date to address additional services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and Alfred Benesch & Company of Lincoln, Nebraska for engineering services related to North Road- US Highway 30 to Old Potash Highway Roadway Improvements; Project No. 2019-P-12, in the amount of \$76,9443.00, 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, October 22, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2019	☐ City Attorney



City of Grand Island

Tuesday, October 22, 2019

Council Session

Item G-12

#2019-321 - Approving Engineering Consulting Agreement for Sanitary Sewer Inflow & Infiltration Reduction Alternative Analysis

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: October 22, 2019

Subject: Approving Engineering Consulting Agreement for Sanitary Sewer Inflow & Infiltration Reduction Alternative Analysis

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

Background

The Sanitary Sewer Inflow & Infiltration Reduction Alternative Analysis will provide other rehabilitation methods in limiting excess water from entering the sanitary sewer system. A large number of basements with sump pumps are believed to exist in the SE area of Grand Island, due to the high groundwater. It is desired to look into the cost effectiveness of dewatering this area as compared to other methods or reducing groundwater infiltration such as pipe lining or sewer upsizing to provide an outlet for sump pumps.

On July 5, 2019 the Engineering Division of the Public Works Department advertised for Engineering Services for Sanitary Sewer Inflow & Infiltration Reduction Alternative Analysis, with sixteen (16) potential respondents.

Discussion

Two (2) engineering firms submitted qualifications for the engineering services for the Sanitary Sewer Inflow & Infiltration (I & I) Reduction Alternative Analysis. Olsson, Inc. of Grand Island, Nebraska was selected as the top engineering firm based on the pre-approved selection criteria.

- Firm experience and qualifications on similar work (50%)
- Proposed project schedule/approach (40%)
- Past experience working with the City of Grand Island Public Works Department (10%)

Compensation for Olsson, Inc. will be provided on a time and expense basis not to exceed \$141,864.00. Such services will include updating the 2012 Grand Island Dewatering system study with newer data and technology to make sure the methodology is still correct. Once complete Olsson, Inc. will work with City staff to develop cost scenarios for various methods of lining I & I into the sanitary sewer system.

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 with Olsson, Inc. of Grand Island, Nebraska, in the amount of \$141,864.00.

Sample Motion

Move to approve the resolution.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUALIFICATIONS
FOR
ENGINEERING SERVICES
2020 CAPITAL IMPROVEMENT PROJECTS; SELECTED LOCATIONS**

RFP DUE DATE: July 30, 2019 at 4:00 p.m.

DEPARTMENT: Public Works

PUBLICATION DATE: July 5, 2019

NO. POTENTIAL BIDDERS: 16

PROPOSALS RECEIVED

JEO Consulting Group
Grand Island, NE

HDR
Omaha, NE

Benesch
Grand Island, NE

Miller & Associates
Kearney, NE

EA Engineering
Lincoln, NE

Felsburg, Holt & Ullevig
Omaha, NE

Olsson
Lincoln, NE

cc: John Collins, Public Works Director
Jerry Janulewicz, Interim City Administrator
Stacy Nonhof, Purchasing Agent

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

P2142

RESOLUTION 2019-321

WHEREAS, on July 5, 2019 the Engineering Division of the Public Works Department advertised for Engineering Services for Sanitary Sewer Inflow & Infiltration Reduction Alternative Analysis; and

WHEREAS, on July 30, 2019 two (2) engineering firms submitted qualifications for such services; and

WHEREAS, based on the pre-approved selection criteria Olsson, Inc. of Grand Island, Nebraska was selected as the top engineering firm; and

WHEREAS, the City of Grand Island and Olsson, Inc. of Grand Island, Nebraska wish to enter into an Engineering Services Agreement for such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Engineering Services Agreement between the City of Grand Island and Olsson, Inc. of Grand Island, Nebraska for engineering services related to Sanitary Sewer Inflow & Infiltration Reduction Alternative Analysis, in the amount of \$141,864.00, 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, October 22, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2019	☐ City Attorney



City of Grand Island

Tuesday, October 22, 2019

Council Session

Item G-13

#2019-322 - Approving One Year Interlocal Agreement with Hall County Regarding Library Services to Hall County Residents

Staff Contact: Steve Fosselman, Library Director

Council Agenda Memo

From: Steve Fosselman, Library Director

Meeting: October 22, 2019

Subject: Approving One Year Interlocal Agreement with Hall County Regarding Library Services to Hall County Residents

Presenter(s): Steve Fosselman, Library Director

Background

An interlocal agreement was executed regarding library services to Hall County residents with a duration of two years commencing October 1, 2016. During the first year of the contract, annual payment by the County to the Library was \$15,000. During the second year of the contract, annual payment by the County to the Library was \$20,000. The first amendment to this interlocal agreement was approved for a one year period commencing October 1, 2018. Annual payment by the County to the Library was \$20,000.

Discussion

Negotiations between the Grand Island Public Library Board and Hall County Supervisors occurred in 2019, with the Library continuing to provide service to Hall County residents in good faith while negotiations continued past the agreement's termination. A new interlocal agreement has been successfully negotiated to permit annual payment of \$25,000, payable in equal quarterly amounts, by the County to the Library, for a one year period from October 1, 2019 through September 30, 2020.

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 one year interlocal agreement with Hall County regarding library services to Hall County residents.

Sample Motion

Move to approve the one year interlocal agreement with Hall County regarding library services to Hall County residents.

INTERLOCAL COOPERATIVE AGREEMENT

**FOR THE GRANTING OF GRAND ISLAND PUBLIC LIBRARY USE AND
PRIVILEGES TO HALL COUNTY RESIDENTS LIVING BEYOND THE
MUNICIPAL BOUNDARIES OF GRAND ISLAND**

**BY AND AMONG
THE COUNTY OF HALL, NEBRASKA,
THE CITY OF GRAND ISLAND, NEBRASKA,
AND
THE GRAND ISLAND PUBLIC LIBRARY BOARD**

THIS AGREEMENT is made and entered into by and among the County of Hall, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the "County," the City of Grand Island, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the "City," and the Grand Island Public Library Board, hereinafter referred to as "Library."

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 *et seq.*, provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into agreements for the joint and cooperative exercise of powers, privileges, or authority capable of being exercised by either agency; and

WHEREAS, the Interlocal Cooperation Act further provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, County, City, and Library wish to enter into this Agreement for the purpose of granting library use and privileges and for providing library cards to Hall County residents living beyond the municipal boundaries of Grand Island; and

WHEREAS, Neb. Rev. Stat. § 51-208 authorizes the library board of any public city library to contract with the county board in which the library is located to furnish the use and privileges of its library to the inhabitants of such county to the extent and upon such terms as may be agreed upon.

NOW THEREFORE, in consideration of these facts, the parties hereto mutually covenant and agree as follows:

1. **Purpose:** The purpose of this Agreement is to confer the use and privileges of the Grand Island Public Library to Hall County residents having a residence located beyond the municipal boundaries of Grand Island, hereinafter referred to as "County Residents" or "County Resident."

2. **Consideration:** For the period of October 1, 2019 to September 30, 2020, the County shall pay \$25,000.00 to Library as set forth herein. Quarterly payments shall be due from County on January 1, 2020, April 1, 2020, July 1, 2020, and October 1, 2020. Payments shall be made to the City of Grand Island, Attn: City Finance Director, P.O. Box 1968, Grand Island, NE 68802.

3. **County's Obligations:** County shall be responsible for making payments as set forth in Paragraph 2. above, which payments are to cover all expenses related to issuing the County Resident library cards and the provision of public library services as provided herein.

4. **City's Obligation:** Payments received from County pursuant to this Agreement shall be credited by City to City's general fund.

5. **Library's Obligations:** Library shall provide and issue cards to County Residents, who are otherwise eligible for a library card, at no cost to the County Resident. County_resident cards shall be issued or renewed with an expiration date of September 30, 2020. There shall be no limit on the number of County Resident cards issued or renewed during the term of this Agreement. For purposes of this Agreement, one household card shall represent all cards applied for and distributed to the head of a household and other members of that one household. Library will actively market information concerning the availability of county resident cards to Hall County Residents living beyond Grand Island's municipal boundaries. The holders of county resident cards shall have the use and privileges of the Library's services upon the same terms and conditions as residents of the City of Grand Island.

Notwithstanding anything in this Agreement to the contrary, all County Resident library cards and the library use and privileges granted hereby shall terminate upon termination of this Agreement unless this Agreement is extended, renewed, or replaced by a new agreement providing for extension of such library use and privileges to Hall County residents living beyond the municipal boundaries of Grand Island.

Library shall provide a quarterly report to the County providing the number of all household cards issued to County Residents during the preceding quarter. The quarterly report shall be provided no later than the first

business day after the 10th of the month of the following months: January, April, July, and October.

6. **Governance.** This Agreement shall be co-governed by the Hall County Board of Supervisors, the Grand Island City Council, and the Library Board of the Grand Island Public Library.

7. **Indemnification.** The Parties hereto agree to indemnify and hold harmless each other from and against all losses, liability, expenses, damages, and claims, including attorney's fees, arising out of or resulting from the indemnifying party's acts or omissions in performing under this Agreement, except to the extent caused by negligent or willful act or omission of such other party. The Parties agrees to provide liability insurance to indemnify itself in the event that it becomes liable for the payment of a judgment based upon its acts or omissions, or the acts or omissions of its agents or employees in performing this Agreement.

8. **Modification or Termination.** This Agreement may only be modified or terminated by written agreement of the Parties.

9. **No Separate Entity.** There shall be no separate legal entity created through this Agreement.

10. **Finances.** This agreement shall be financed by the funds available to the Parties.

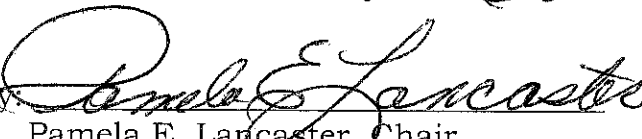
11. **Term and Duration.** This Agreement shall become effective and binding at such time as it is approved by the Library Board, the Grand Island City Council, and the Hall County Board of Supervisors and the Agreement is signed by the duly authorized individuals on behalf of each such entity with the attestation by the respective clerk for each.


Unless sooner terminated as provided by Paragraph 8 above, the initial term of this Agreement shall be one year, commencing October 1, 2019. Upon the expiration of the initial term the Agreement shall thereafter automatically renew on an annual basis upon the same terms and conditions as provided herein unless any party not desiring to renew the Agreement shall deliver to the other parties written notice of non-renewal at least sixty days prior to the termination date of the renewal period (September 30). Written notice hereunder shall be sufficient if personally delivered or mailed by United States Mail, postage prepaid, to the last known address of the party to whom such notice is required to be given.

NOW THEREFORE, in consideration of the covenants and obligations contained herein, Hall County, the Grand Island Public Library Board, and the City of Grand Island duly execute this agreement.

HALL COUNTY

Executed this 1st day of Oct 2019

By: 
Pamela E. Lancaster, Chair
Hall County Board of Supervisors

ATTEST: 
Marla Conley
Hall County Clerk

CITY OF GRAND ISLAND

Executed this _____ day of _____, 2019

By: _____
Roger Steele
Mayor

ATTEST: _____
RaNae Edwards
City Clerk

GRAND ISLAND PUBLIC LIBRARY BOARD

Executed this _____ day of _____ 2019

By: _____
Edward Meedel, President

ATTEST: _____
Tanya Hansen, Secretary

Approved as to form:

Sarah Carstensen
Hall County Attorney

Stacy Nonhof
Grand Island City Attorney

186-75/720746

R E S O L U T I O N 2019-322

WHEREAS, the Interlocal Cooperation Act, NEB.REV.STAT. §13-801 et seq., provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into agreement for the joint and cooperative exercise of powers, privileges or authority capable of being exercised by either agency; and

WHEREAS, the Interlocal Cooperation Act further provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, County and Library wish to enter into a one year interlocal agreement for the purpose of granting library use and privileges and for providing library cards to Hall County residents living outside the city limits of Grand Island, and

WHEREAS, Nebraska Revised Statute Sec. 51-208 authorizes the library board of any public city library to contract with the county board in which the library is located to furnish the use and privileges of its library to the inhabitants of such county to the extent and upon such terms as may be agreed upon.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that a one year Interlocal Cooperation Agreement by and between the City of Grand Island, Grand Island Library Board and the County of Hall, Nebraska, for library services to the residents of Hall County is hereby approved; and the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 22, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form <input type="checkbox"/> _____ October 18, 2019 <input type="checkbox"/> City Attorney



City of Grand Island

Tuesday, October 22, 2019

Council Session

Item G-14

#2019-323 - Approving Annual Payment for Utility Billing Software Support

Staff Contact: Patrick Brown, Finance Director

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: October 22, 2019

Subject: Approving Annual Payment for Utility Billing Software Support

Presenter(s): Patrick Brown, Finance Director

Background

On July 9, 2013, Council approved the purchase and implementation of Advanced Utility Systems CIS Infinity software solution for Utility Billing via resolution 2013-227. This software serves as the billing platform for the Electric, Water and Wastewater funds within the City of Grand Island. The system officially went live on April 1, 2015.

Discussion

The total cost for the period of 10/1/2019 to 9/30/2020 is \$82,162.56 (7.00% increase). This includes annual maintenance support for CIS Infinity, the core software, and Infinity.Link, the online payment website.

Alternatives

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

1. Approve the 2019-2020 invoice from AUS for software support and licensing.
2. Postpone the issue to a future meeting.
3. Take no action.

Recommendation

City Administration recommends that the Council approve the Annual Utility Billing Support Invoice in the amount of \$82,162.56.

Sample Motion

Move to approve the Annual Utility Billing Support Invoice from Advanced Utility Systems.

Remit To: N. Harris Computer Corporation
62133 Collections Center Drive
Chicago, IL 60693-0621

Bill to

City of Grand Island
Finance Department
100 E First Street
PO BOX 1968
Grand Island, NE 68802
USA

Ship To

City of Grand Island
Finance Department
100 E First Street
PO BOX 1968
Grand Island, NE 68802
USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	GRA01A		LOCAL DELIVERY	

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	AUS - CIS INFINITY	CIS Infinity Support: 10/1/2019 to 9/30/2020	US\$ 68,654.99	US\$ 68,654.99
1.00	AUS - LINK	Infinity.Link Support: 10/1/2019 to 9/30/2020	US\$ 13,507.57	US\$ 13,507.57
1.00	NOTE	Annual maintenance support for the period of Oct 1, 2019 - Sept 30, 2020.	US\$ 0.00	US\$ 0.00
Please note that the payment is due on or before the maintenance period start date. Therefore, please allow at least 10 business days prior to the due date to mail your payment.			Subtotal	US\$ 82,162.56
Invoice Questions? Please call Christina Zhong at 613-226-5511 ext 2843 OR e-mail HZhong@harriscomputer.com			Misc	US\$ 0.00
			Tax	US\$ 0.00
			Freight	US\$ 0.00
			Trade Discount	US\$ 0.00
			Total	US\$ 82,162.56

RESOLUTION 2019-323

WHEREAS, on July 9, 2013, by Resolution 2013-227, the City of Grand Island approved the proposal of N. Harris Computer Corporation, dba Advanced Utility Systems, to implement new utility billing software; and

WHEREAS, in order to receive continued maintenance support from the company, it is necessary to make annual payments to Advanced Utility Systems; and

WHEREAS, the cost for the period of October 1, 2019 to September 30, 2020 for CIS Infinity support is \$68,654.99; and

WHEREAS, the cost for the period of October 1, 2019 to September 30, 2020 for Infinity.Link support is \$13,507.57.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the payment to Advanced Utility System for Annual Maintenance Support in the amount of \$82,162.56 is hereby approved.

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Adopted by the City Council of the City of Grand Island, Nebraska, October 22, 2019.

Roger G Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2019	☐ City Attorney



City of Grand Island

Tuesday, October 22, 2019

Council Session

Item I-1

#2019-324 - Consideration of Amendment to the Redevelopment Plan for CRA No. 12 for Site Specific Redevelopment Plan for Phase 3 Funding for Copper Creek located South of Old Potash Highway and East of Engleman Road (Guarantee Group, LLC)

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

Staff Contact: Chad Nabity

RESOLUTION 2019-324

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 12 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: to construct 80 single family homes and all necessary sitework and public infrastructure along with eligible planning expenses and fees associated with the redevelopment project. All redevelopment activities will occur in Grand Island, Hall County, Nebraska; and

WHEREAS, the City published notices of a public hearing and mailed notices as required pursuant to Section 18-2115 of the Act and has, on the date of the Resolution held a public hearing on the proposal to amend the Redevelopment Plan to include the Redevelopment Project described above.

NOW, THEREFORE, be it resolved by the City Council of the City of Grand Island, Nebraska:

Approved as to Form	by _____
October 18, 2019	City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 12 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
 - c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

4. The City hereby finds and determines that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purposes of accomplishing, in accordance with the general plan for development of the City, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity; and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of a healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreation and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary or unsafe dwelling accommodations, or conditions of blight.

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Adopted by the City Council of the City of Grand Island, Nebraska, October 22, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, October 22, 2019

Council Session

Item J-1

Approving Payment of Claims for the Period of October 9, 2019 through October 22, 2019

The Claims for the period of October 9, 2019 through October 22, 2019 for a total amount of \$5,055,442.33. A MOTION is in order.

Staff Contact: Patrick Brown