
City of Grand Island



Tuesday, November 26, 2019 Council Session Agenda

City Council:

Jason Conley
Chuck Haase
Julie Hehnke
Jeremy Jones
Vaughn Minton
Mitchell Nickerson
Mike Paulick
Clay Schutz
Justin Scott
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 - Bishop Duane Fuller, Church of Jesus Christ of Latter-day Saints, 212 West 22nd Street

Pledge of Allegiance

Roll Call

A - SUBMITTAL OF REQUESTS FOR FUTURE ITEMS

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

B - RESERVE TIME TO SPEAK ON AGENDA ITEMS

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



City of Grand Island

Tuesday, November 26, 2019

Council Session

Item E-1

Public Hearing on Acquisition of Public Right-of-Way in the NE Quarter of Section 23, Township 11 North, Range 10 W & in the NW Quarter of Section 23, Township 11 North, Range 10 W- W of North Road/ South of Old Potash Highway (Parcel No. 400200929 & No. 400475308- Eric M & Kenda D Pollock)

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

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 26, 2019

Subject: Public Hearing on Acquisition of Public Right-of-Way in the NE Quarter of Section 23, Township 11 North, Range 10 W & in the NW Quarter of Section 23, Township 11 North, Range 10 W- W of North Road/ South of Old Potash Highway (Parcel No. 400200929 & No. 400475308- Eric M & Kenda D Pollock)

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

Background

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

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

Discussion

Public right-of-way is needed from Eric M. and Kenda D. Pollock, on the eastern portion of parcel No. 400200929, shown on the attached exhibit. The property owner has signed the necessary document to grant the property, as shown on the attached drawing.

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

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Eric M. and Kenda D. Pollock- Parcel No. 400200929	A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUTNY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE S01°08'13"E (ASSUMED BEARING) ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE	\$220,825.00

	<p>NORTHEAST QUARTER, A DISTANCE OF 954.05 FEET; THENCE S89°28'15"W PARALLEL WITH AND 80.00 FEET DISTANT FROM THE NORTH LINE OF A TRACT OF LAND AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 97-109582, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR HALL COUNTY, NEBRASKA, A DISTANCE OF 412.90 FEET; THENCE N01°08'13"W PARALLEL WITH AND 412.90 FEET DISTANT FROM SAID EAST LINE, A DISTANCE OF 954.00 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N89°27'48"E ON SAID NORTH LINE, A DISTANCE OF 412.90 FEET TO THE POINT OF BEGINNING, CONTAINING 9.04 ACRES, MORE OR LESS, WHICH INCLUDES 1.01 ACRES, MORE OR LESS, OF CURRENTLY OCCUPIED PUBLIC ROAD RIGHT-OF-WAY.</p>	
<p>Eric M. and Kenda D. Pollock- Parcel No. 400475308</p>	<p>A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE S89°16'47" W (ASSUMED BEARING) ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 34.89 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 201508859, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR HALL COUNTY, NEBRASKA; THENCE N01°04'39"W ON THE WEST LINE OF SAID TRACT OF LAND, A DISTANCE OF 80.00 FEET; THENCE N89°16'47"E PARALLEL WITH AND 80.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 34.90 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE N89°16'26"E PARALLEL WITH AND 80.00 FEET DISTANT FROM THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1238.31 FEET TO THE WEST LINE OF A TRACT OF LAND AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 201300044, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR HALL COUNTY, NEBRASKA; THENCE S01°05'45"E ON THE WEST LINE OF SAID TRACT OF LAND, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 80.00 FEET TO SAID SOUTH LINE; THENCE S89°16'26"W ON SAID SOUTH LINE, A DISTANCE OF 1238.34 FEET TO THE POINT OF BEGINNING, CONTAINING 2.33 ACRES, MORE OR LESS.</p>	<p>\$64,075.00</p>

Alternatives

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

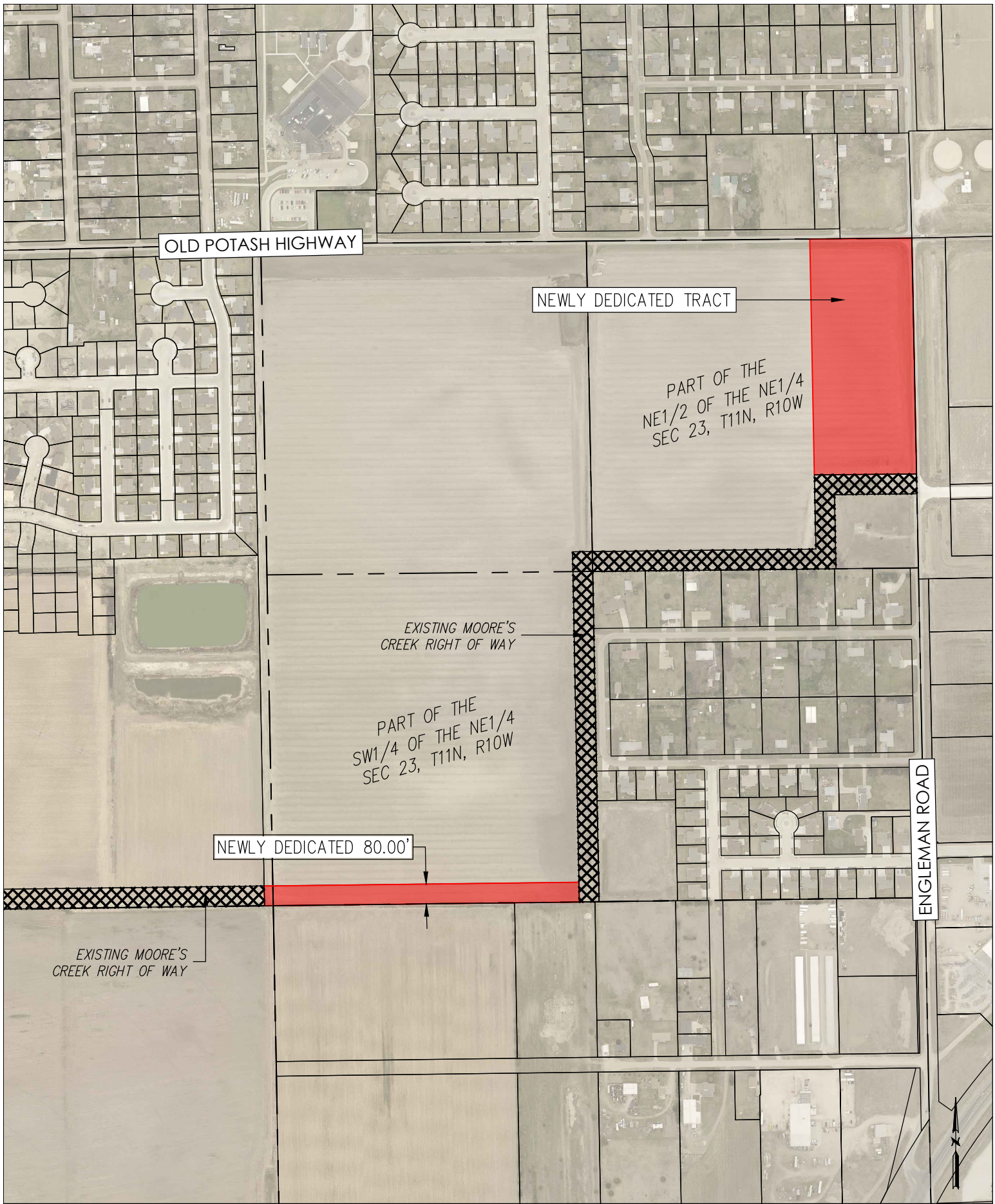
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

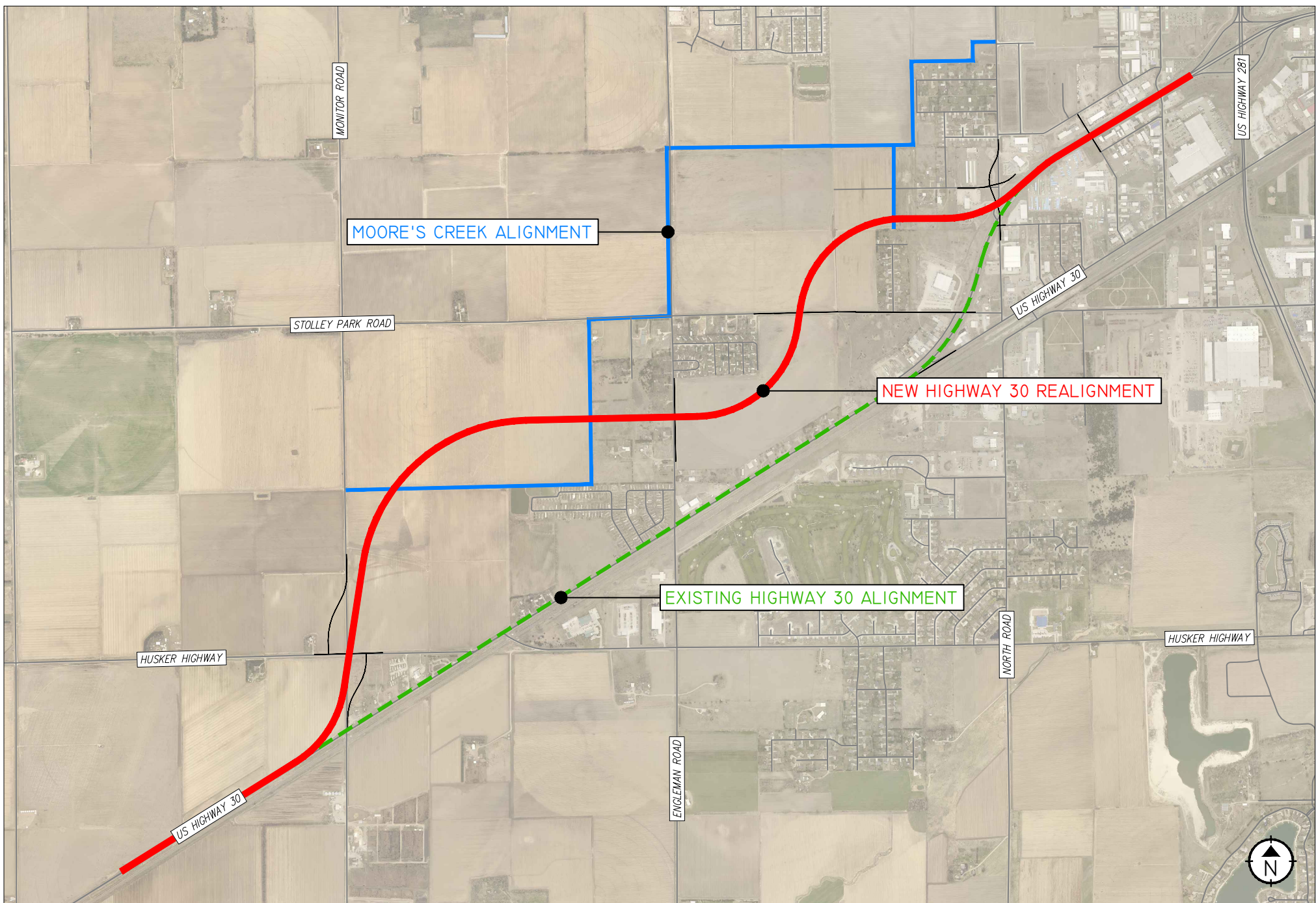
City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the public right-of-way from Eric M. and Kenda D. Pollock, in the amounts shown above.

Sample Motion

Move to approve.



RIGHT OF WAY ACQUISITION



MOORE'S CREEK ALIGNMENT & US HIGHWAY 30 REALIGNMENT

CITY COUNCIL EXHIBIT
GRAND ISLAND, NEBRASKA





City of Grand Island

Tuesday, November 26, 2019

Council Session

Item E-2

**Public Hearing on Amendment to the Redevelopment Plan for
CRA No. 2 located South of Husker Highway and West of Locust
Street (Bosselman Pump and Pantry, Inc.)**

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: November 26, 2019

Subject: Site Specific Redevelopment Plan for CRA Area #2

Presenter(s): Chad Nabity, AICP CRA Director

Background

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

Bosselman Pump and Pantry Inc. has submitted an application for tax increment financing to aid in the redevelopment of property to prepare for the construction of a latest generation Pump and Pantry store south of U.S. Highway 34 and west of Locust Street. Staff has prepared a redevelopment plan for this property consistent with the TIF application.

The CRA reviewed the proposed development plan on October 9, 2019 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on November 6, 2019. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on November 6, 2019. The Planning Commission approved Resolution 2020-02 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved Resolution 324 forwarding the redevelopment plan along with the recommendation of the planning commission to the City Council for consideration.

Discussion

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

Council is being asked to approve a resolution approving the cost benefit analysis as presented in the redevelopment plan along with the amended redevelopment plan for CRA Area #2 and authorizes the CRA to execute a contract for TIF based on the plan amendment and to find that this project would not be financially feasible at this location without the use of TIF. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for redevelopment for improvements and expansion of infrastructure including but not limited to: streets, water, sewer, drainage, along with acquisition and site development costs as allowed by state statute to provide for commercial development of this site for a Pump and Pantry store. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The bond for this project will be issued for a period of 15 years. The proposed bond for this project will be issued for the amount of \$506,184.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment
Grand Island CRA Area 2
October 2019**

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

**Executive Summary:
Project Description**

THE ACQUISITION OF PROPERTY AT 3436 S LOCUST STREET AND THE SUBSEQUENT SITE WORK, UTILITY IMPROVEMENTS, ENGINEERING, LANDSCAPING AND PARKING IMPROVEMENTS NECESSARY FOR DEVELOPMENT OF THIS PROPERTY FOR A NEW LATEST GENERATION PUMP AND PANTRY CONVENIENCE STORE.

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

The acquisition, site work and construction of all improvements will be paid for by the developer. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the acquisition, site work and remodeling. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2021 towards the allowable costs and associated financing for the acquisition and site work.

TAX INCREMENT FINANCING TO PAY FOR THE ACQUISITION OF THE PROPERTY AND RELATED SITE WORK WILL COME FROM THE FOLLOWING REAL PROPERTY:

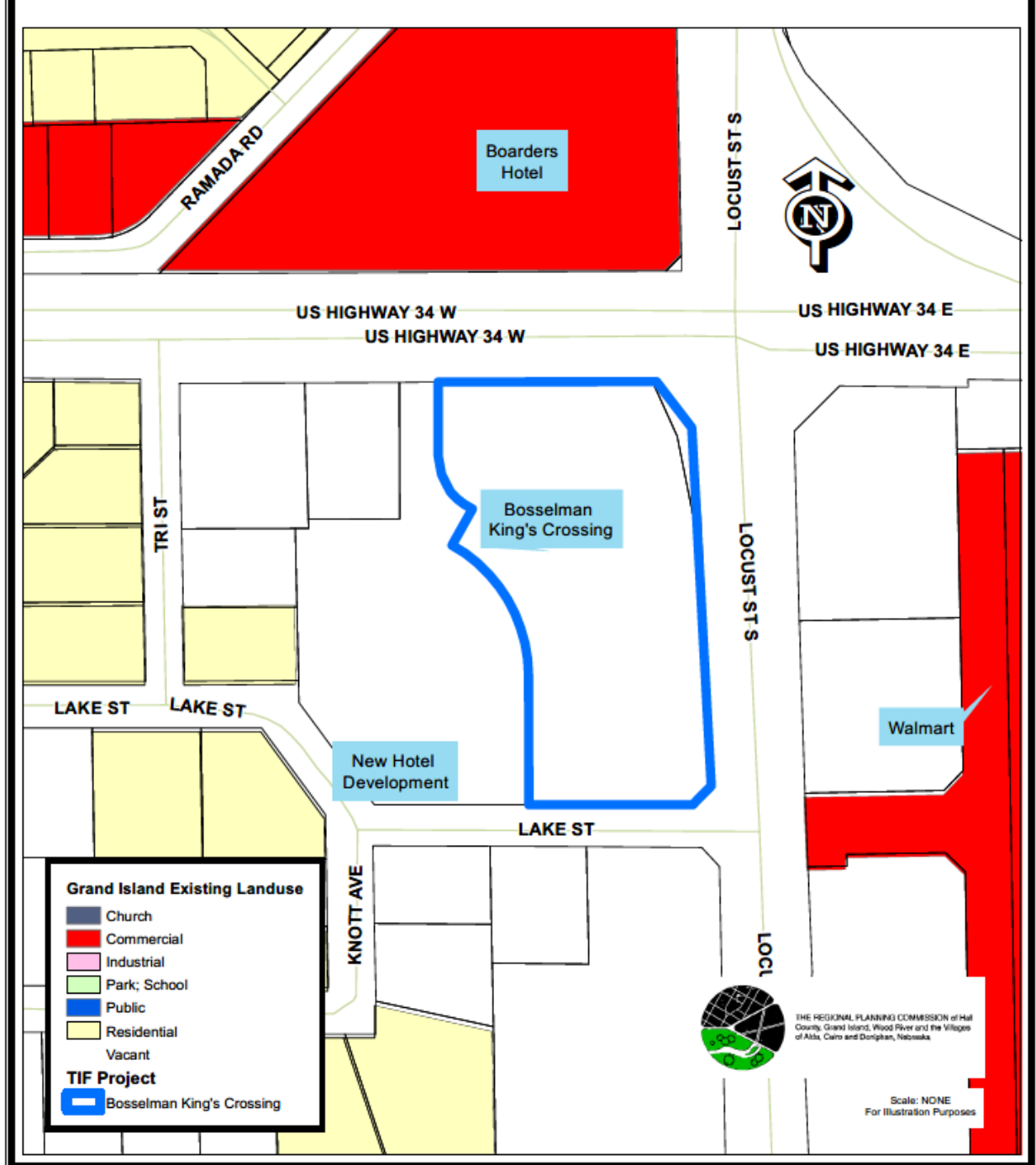
Property Description (the “Redevelopment Project Area”)

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

- **Legal Description Lot 2 of Kings Crossing Subdivision in the City of Grand Island, Hall County Nebraska**

Proposed Zoning Change Existing Landuse Map

King's Crossing, Block 0 Lot 2, in the City of Grand Island, Nebraska



Existing Land Use

This plan amendment provides for the issuance TIF Notes, the proceeds of which will be granted to the Redeveloper. The tax increment will be captured for up to 15 tax years the payments for which become delinquent in years 2021 through 2035 inclusive or as otherwise dictated by the contract.

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

Statutory Pledge of Taxes.

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

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on September 13, 1999.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

2. Conformation to the General Plan for the Municipality as a whole. [§18-2103 (26) (a) and §18-2110]

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to acquire the necessary property and provide the necessary site work, utilities and street improvements needed for the construction of a permitted use on this property. The Hall County Regional Planning Commission held a public hearing at their meeting on November 6, 2019 and passed Resolution 2020-02 confirming that this project is consistent with the Comprehensive Plan for the City of Grand Island.

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

a. Land Acquisition:

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

b. Demolition and Removal of Structures:

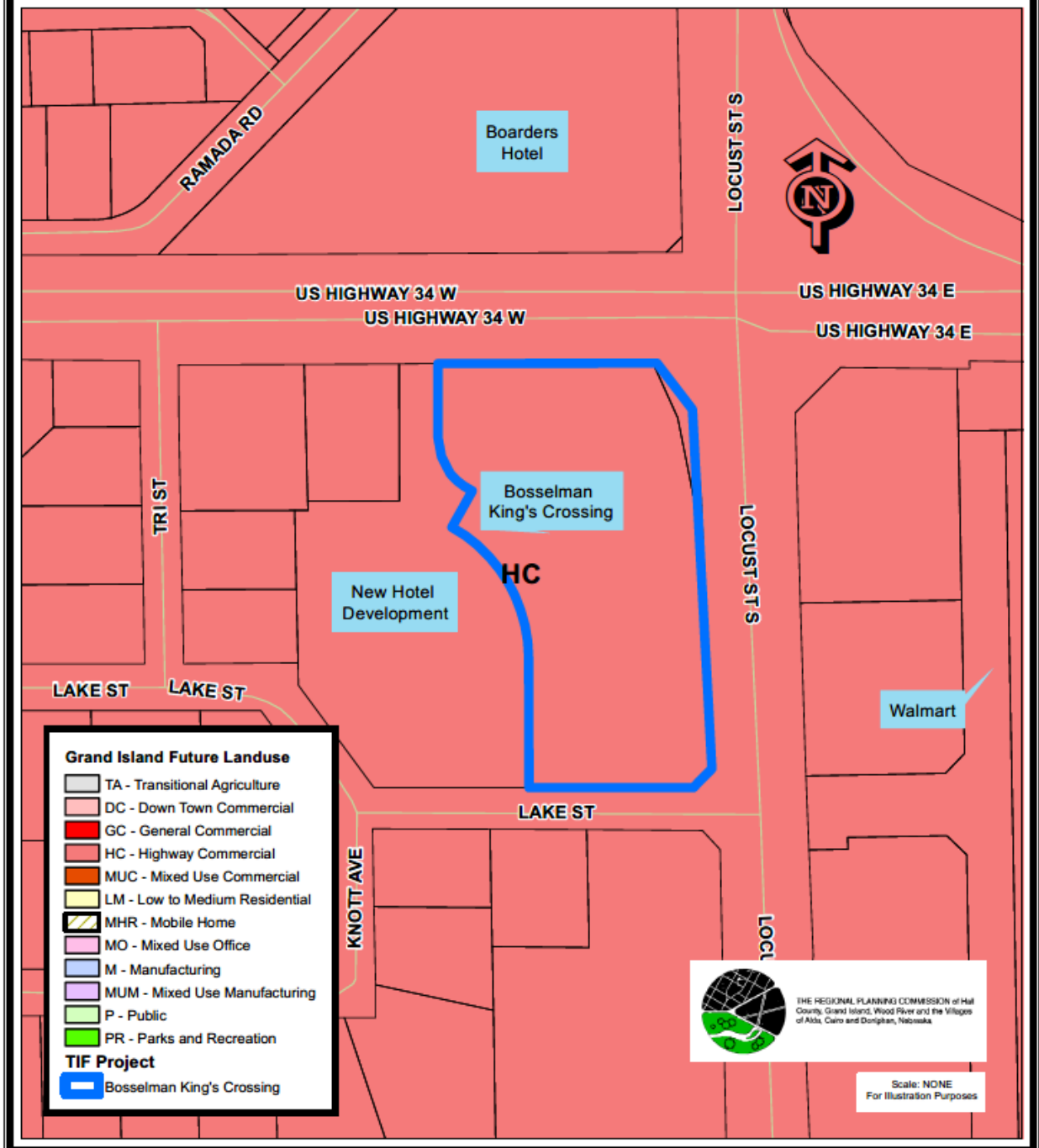
The project to be implemented with this plan will not require demolition of any existing structures. Structures on this site were demolished more than 10 years ago and the property has been sitting undeveloped since that time.

c. Future Land Use Plan

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

Propozed Zoning Change Future Landuse Map

King's Crossing, Block 0 Lot 2, in the City of Grand Island, Nebraska



City of Grand Island Future Land Use Map

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

The area is zoned B2 General Business zone. No zoning changes are necessary. No changes are anticipated in street layouts or grades. No changes are anticipated in building codes or ordinances. Nor are any other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is proposing the newest generation of Pump and Pantry convenience store at this location. The proposed development will be limited to either the 65% coverage allowed in the B2 zoning district. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

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

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

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

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

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

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

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

The developer is proposing to purchase this property for redevelopment for \$1,009,285 provided that TIF is available for the project as defined. The cost of property acquisition is being included as a TIF eligible expense. Costs for site preparation including, grading and fill is estimated at \$100,000. Utility extensions, storm water, sewer electrical and water are estimated at \$49,000, Building plans and engineering are expected to cost \$90,000. An additional \$11,500 of expenses for legal work, fees and financial tracking of

this project are also included as eligible expenses for a total maximum TIF request of \$1,259,785. It is estimated based on the proposed increased valuation to \$1,770,262 will result in \$510,426 of increment generated over a 15 year period. This project should pay off prior to the end of the 15 year bond period..

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of not less than \$510,426 from the proceeds of the TIF Indebtedness issued by the Authority. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. This indebtedness will be repaid from the Tax Increment Revenues generated from the project. TIF revenues shall be made available to repay the original debt and associated interest according to the approved contract.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

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

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan, in that it will allow for the utilization of vacant property at this location. This lot is surrounded located at a major intersection is south east Grand Island. The property has been within a blighted area for more than 20 years and has been vacant for more than 10 years without development. This will have the intended result of preventing recurring elements of unsafe buildings and blighting conditions.

8. Time Frame for Development

Development of this project is anticipated to be completed between Fall of 2020 and Summer of 2021. Excess valuation should be available for this project for 15 years beginning with the 2021 tax year.

9. Justification of Project

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

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

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

Project Sources and Uses. A minimum of \$510,426 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$3,310,657 in private sector financing and investment; a private investment of \$6.49 for every TIF dollar investment. It is estimated this will pay off in 15 years.

Use of Funds. Description	Source of Funds		
	TIF Funds	Private Funds	Total
Site Acquisition	\$506,184	\$503,101	\$1,009,285
Utilities		\$49,000	\$49,000
Public Sidewalks		\$15,000	\$15,000
Site preparation/Dirt Work		\$100,000	\$100,000
Financing Fees		\$20,000	\$20,000
Legal and Plan		\$8,500	\$8,500
Architecture/Engineering/Permitting		\$90,000	\$90,000
Building Costs		\$1,957,056	\$1,957,056
Developer Fees		\$3,000	\$3,000
Contingency		\$165,000	\$165,000
Personal Property		\$400,000	\$400,000
TOTALS	\$506,184	\$3,310,657	\$3,816,841

Tax Revenue. The property to be redeveloped is has a January 1, 2019, valuation of approximately \$259,560. Based on the 2019 levy this would result in a real property tax of approximately \$7,059. It is anticipated that the assessed value will increase by \$1,510,702 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$33,746 annually resulting in approximately \$506,184 of increment over the 15 year period. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2019 assessed value:	\$ 259,560
Estimated value after completion	\$ 1,770,262
Increment value	\$ 1,510,702
Annual TIF generated (estimated)	\$ 33,746
TIF bond issue	\$ 506,184

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

The redevelopment project area currently has an estimated valuation of \$259,560. The proposed extension improvements at this location will result in at least an additional \$1,510,702 of taxable valuation based on the Hall County Assessor's office evaluation of the project. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off. The project will not add any tax burdens to taxing entities. Therefore no tax shifts will occur.

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

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

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

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

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

This project is unlikely to have an impact on other employers and employees within the city.

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

This project is unlikely to create any direct increase in cost for schools in the area.

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

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

Time Frame for Development

Development of this project is anticipated to be completed during between Fall 2020 and Summer of 2021. The base tax year should be calculated on the value of the property as of January 1, 2020. Partial excess valuation should be available for this project for 15 years beginning with the 2020 tax year with the full valuation available for the 2021 tax year. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years. Based on the purchase price of the property and estimates of the expenses of utilities,

streets and site preparation activities and associated engineering/design fees, the developer will spend upwards of \$1,260,000 on TIF eligible activities. The full amount of TIF generated over a 15 year period would be \$506,184.



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name:

Bosselman Pump and Pantry, Inc.
1607 S. Locust Street Ste A
Grand Island, NE 68801
Telephone No.: 308-382-5501 ext. 147
Email: gus.patsios@bosselman.com
Contact: Gus Patsios

Brief Description of Applicant's Business:

Bosselman Pump and Pantry, Inc. is affiliated with Bosselman Enterprises .
Founded in 1948, Bosselman Enterprises has expanded throughout 24 states with over 1,400 employees. A family company in its third generation, Bosselman Enterprises is comprised of 45 convenience stores, 46 truck repair shops, 9 hotels, 3 restaurants, 1 quick serve food locations, storage, vending, and truck rental services, and Nebraska's premier travel center. Bosselman Enterprises corporate headquarters are located in Grand Island, Nebraska.

Legal Description/Address of Proposed Project

Lot 2 Kings Crossing Subdivision

Community Redevelopment Area Number: 2

Present Ownership Proposed Project Site:

Kings Crossing Sub LT 2

Parcel #400149125

R2S2 LLC

2514 S Locust

Grand Island, NE 68801

Is purchase of the site contingent on Tax Increment Financing Approval? Yes

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

Bosselman Pump and Pantry, Inc. to develop a new state of the art Generation 3 Convenience store that will have multiple options for Grand Island residents. The development will include a 2,400 square foot tunnel car wash; multiple food offerings to include dine in options in a family friendly environment within a modern 6,500 square foot Convenience store with Gas and Diesel islands.

If Property is to be Subdivided, Show Division Planned:

VI. Estimated Project Costs:

Acquisition Costs:

A. Land \$ 1,009,285

B. Building \$

Construction Costs:

A. Renovation or Building Costs: \$ 1,957,056

B. On-Site Improvements:

Sewer	\$ 15,000
Water	\$ 10,000
Electric	\$ 24,000
Gas	\$ By utility
Public Streets/Sidewalks Only	\$ 15,000
Private Streets	\$ NA
Trails	\$ NA
Grading/Dirtwork/Fill	\$ 100,000
Demolition	\$ NA
Other	\$ NA
Total	\$ 164,000

Soft Costs:

A. Architectural & Engineering Fees:	\$ 90,000
B. Financing Fees:	\$ 20,000
C. Legal	\$ 7,000
D. Developer Fees:	\$ 3,000
E. Audit Fees	\$ 1,500
F. Contingency Reserves:	\$ 165,000
G. Other: Personal property -FF&E	\$ 400,000
TOTAL	\$ 686,500

Total Estimated Market Value at Completion:

Source for Estimated Market Value \$2.8 Million

Source of Financing:

A. Developer Equity:	\$ 560,000
B. Commercial Bank Loan:	\$ 2,240,000
C. Tax Credits:	
1. N.I.F.A.	\$
2. Historic Tax Credits	\$

3. New Market Tax Credits	\$ _____
4. Opportunity Zone	\$ _____
D. Industrial Revenue Bonds:	\$ _____
E. Tax Increment Assistance:	\$ _____
F. Enhanced Employment Area	\$ _____
G. Nebraska Housing Trust Fund	\$ _____
H. Other	\$ _____

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

Architect: Brad Brandenburg - Chief Construction Company 3935 Westgate Road
Grand Island, NE 68802. Ph. 308-389-7203. (Contractor Chief Construction)
Engineering- Olsson associates 201 East 2nd St. Grand Island, NE 68802 Ph. 308-
384-8750

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

(Please Show Calculations)

Project-

Base- \$259,560

Expected Value- \$1,770,262

Annual Tax Increment - \$34,028

15 year - \$510,426

Project Construction Schedule:

Construction Start Date:

Fall of 2020

Construction Completion Date:

Summer 2021

If Phased Project:

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

XII. Please Attach Construction Pro Forma

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

TAX INCREMENT FINANCING REQUEST INFORMATION

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

Amount

Purpose for TIF requested- Land acquisition cost, general site work, extension of utilities throughout the site and storm water drainage.

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

Financial analysis has determined without TIF, the land acquisition costs, site work, utility extensions and new construction costs are too high to support a reasonable ROI on the project.

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

2014 Bellevue, NE Pump & Pantry
2014 Lincoln, NE Quality Inn
2014 Bellevue, NE Comfort Inn
2014 Grand Island, NE Quaker Steak & Lube
2015 Cairo, NE Pump & Pantry
2015 Holdrege, NE Pump & Pantry
2016 Tulsa, OK Boss Shop
2016 Bellevue, NE Pump & Pantry
2017 St Paul, NE Pump & Pantry
2017 Big Springs, NE Motel 6
2018 Garden City, KS Travel Center

BOSS Gen III Convenience Store
Grand Island, NE

8/20/2019

PROJECT BUDGET				
BUILDING	UNIT	QUANTITY	UNIT COST	TOTAL COST
Convenience Store	SF	6488	\$197.00	\$1,278,136.00
Car Wash Facility	LS	2340	\$288.00	\$673,920.00
HVAC Screen Enclosure	LS	1	\$5,000.00	\$5,000.00
				\$0.00
SUBTOTAL BUILDING CONSTRUCTION				\$1,957,056.00

Current Owner/Address: R2S2 LLC (D)
 2514 S LOCUST
 GRAND ISLAND NE 68801-0000
 Legal: KING'S CROSSING SUB LT 2~
 DBA:
 Plat Map: 1
 Subdivision: 16300-MISCELLANEOUS TRACTS
 Section: Township: Lister/Date:
 Checks/Tags: NDR: 02 03 03 01 03 03
 Loc/Class: Urban/Commercial
 Range: Map Area: 635-
 Tax District: GRAND ISLAND 2
 Entry Status:
 Deeded Acres: 0.00

Bas	Front	Rear	Side 1	Side 2	R. Lot	SF	Acres	Unit Price	T/E/O%
SF X Rt						144,200.00	3.31	\$1.80	0.00/0
Sub Total						144,200.00	3.31		
Grand Total*						144,200.00	3.31		

*Includes all land areas

Assessed	
Land	\$259,560
Dwlg	
Impr	\$1,510,702
Exempt	
Total	\$1,770,262

Base Price	
Basement Adjustment	
Attic Adjustment	
No Heat Adjustment	
Central AC Adjustment	
Adjusted Base	
Finish	
Single Siding	
Exterior	
Fireplaces	
Plumbing/Appliances	
Attached Garages	
Basement Stall	
Base Total	
Physical Value	
Total Less Obsolescence	
Extras	
Additions	
RCN	
Detached Garages	

Residential Dwelling - NO BUILDING DATA

Occupancy	
Style	
Arch Style	
Year Built	EYA
Area SF	GLA
Ttl Rms	
Bsmt/Attic	
Heat/AC	
Bsmt Finish 1	
Bsmt Finish 2	
Fireplace 1	
Fireplace 2	
Fireplace 3	
Full/Half Baths	
Decks & Patios	
Porch	
Ext Wall	
Veneer 1	
Veneer 2	
Bsmt Stalls/Total Garages	
Ttl Additions	

Total Bldg (RND)

Yard Extras	Cnt	Year	Cond	Depr	FIE/O%	Value
Canopy - Lighted - 1,440 SF, Steel, AVG Pricing	1	2019	NML	2.00	0.00/0	\$28,224
Canopy - Lighted - 1,440 SF, Steel, AVG Pricing	1	2019	NML	2.00	0.00/0	\$28,224
Paving - Conc - 67,815 SF, Conc Parking, AVG Pricing, Lighting: AVG	1	2019	NML	2.00	0.00/0	\$235,928
Yard Lighting - Fluor/Quarts - 1 Poles, 16 Pole Ht. 2 Lights, 300 Watts	4	2019	NML	2.00	0.00/0	\$9,604
Commercial Buildings						
204/204 - Store - Convenience - Convenience Store	6,500	2019	A NML	0.00	0.00/0	\$823,042
406/406 - Auto / Truck Wash (Drive-Thru) - Car Wash	2,392	2019	A NML	0.00	0.00/0	\$341,679

****Sketch has been scaled to fit in this area**

Current Owner/Address
 R2S2 LLC (D)
 2514 S LOCUST
 GRAND ISLAND NE 68801-0000
 Legal: KING'S CROSSING SUB LT 2~

DBA:
 R2S2 LLC (D)
 2514 S LOCUST
 GRAND ISLAND NE 68801-0000

Plat Map: 1
 Subdivision: 16300-MISCELLANEOUS TRACTS
 Comp ID:
 Section:
 Checks/Tags:
 Loc/Class: Urban/Commercial
 NDR: 02 03 03 01 03 03

Deeded Acres: 0.00
 Map Area: 635-
 Block:
 Range:
 Tax District: GRAND ISLAND 2
 Entry Status:

Bas	Front	Rear	Side 1	Side 2	R. Lot	SF	Acres	Unit Price	T/E/O%
SF X Rt						144,200.00	3.31	\$1.80	0/0/0
Sub Total						144,200.00	3.31		
Grand Total*						144,200.00	3.31		

*Includes all land areas

Residential Dwelling - NO BUILDING DATA		Assessed	
Occupancy		Land	\$259,560
Style		Dwlg	
Arch Style		Impr	\$1,510,702
Year Built	EYB	Exempt	
Area SF	TLA	Total	\$1,770,262

Base Price	
Basement Adjustment	
Attic Adjustment	
No Heat Adjustment	
Central AC Adjustment	
Adjusted Base	
Finish	
Single Siding	
Exterior	
Fireplaces	
Plumbing/Appliances	
Attached Garages	
Basement Stall	
Base Total	
Physical Value	
Total Less Obsolescence	
Extras	
Additions	
RCN	
Detached Garages	
Ttl Additions	
Ttl Bdrms	
Bsmt/Attic	
Heat/AC	
Bsmt Finish 1	
Bsmt Finish 2	
Fireplace 1	
Fireplace 2	
Fireplace 3	
Full/Half Baths	
Decks & Patios	
Porch	
Ext Wall	
Veneer 1	
Veneer 2	
Bsmt Stalls/Total Garages	

Total Bldg (RND)			
Yard Extras	Cnt	Year	Value
Canopy - Lighted - 1,440 SF, Steel, AVG Pricing	1	2019	\$28,224
Canopy - Lighted - 1,440 SF, Steel, AVG Pricing	1	2019	\$28,224
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Yard Lighting - Fluor/Quarts - 1 Poles, 16 Pole Ht, 2 Lights, 300 Watts	4	2019	\$9,604
Commercial Buildings			
Area	Year	Cond	Value
204/204 - Store - Convenience - Convenience Store	6,500	2019	\$823,042
406/406 - Auto / Truck Wash (Drive-Thru) - Car Wash	2,392	2019	\$341,679

Additional Notes:

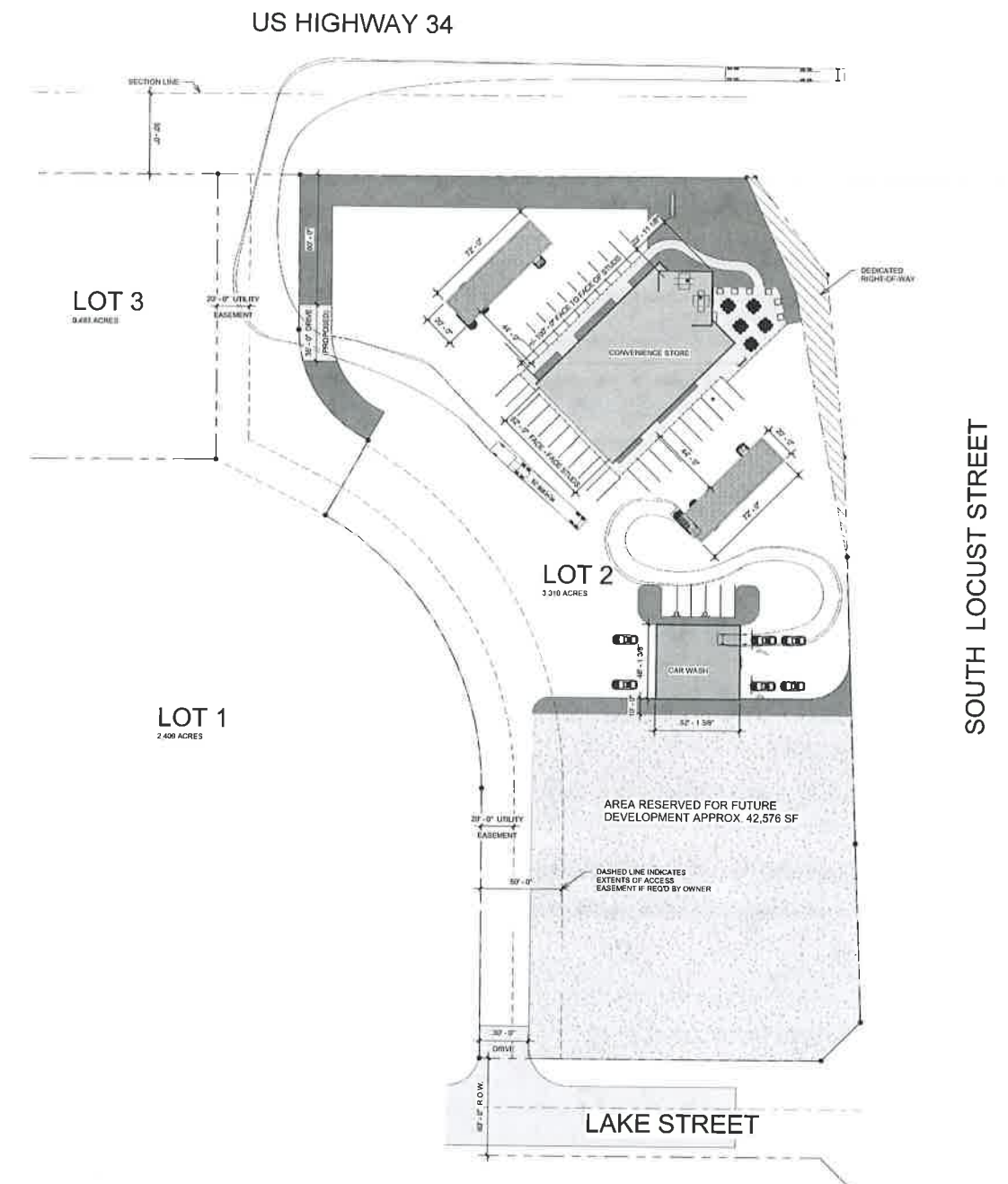
Permission to Inspect

Date _____

****Sketch has been scaled to fit in this area**

PUMP & PANTRY

KINGS CROSSING STORE DESIGN





Bosselman Pump & Pantry

King's Crossing Property First 12 Months of Operation

	With TIF	Without TIF
Gross Revenue	5,077,956	5,077,956
Gross Margin	977,809	977,809
Wages & Benefits	231,047	231,047
Utilities	50,780	50,780
Insurance	5,586	5,586
Repairs	25,390	25,390
Professional Fees	1,016	1,016
Franchise Fees	2,539	2,539
Computer Expenses	4,570	4,570
Advertising	12,695	12,695
Contracted Services	27,929	27,929
Supplies	15,234	15,234
Fees	82,771	82,771
RE Taxes	7,059	40,805
PP Taxes	7,779	7,779
Misc Exp	3,555	3,555
Administrative Expense	233,586	233,586
Dep Exp - Building (25 Years)	95,702	95,702
Dep Exp - RE Improv (15 Years)	1,000	1,000
Dep Exp - FF & E (7 Years)	57,143	57,143
Interest Expense	100,744	100,744
	966,123	999,869
Net Income	11,686	(22,060)
Adjustments :		
Depreciation	153,845	153,845
Principal on Debt	(70,221)	(70,221)
Net Cash Disbursements	95,311	61,565

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

RESOLUTION NO. 319

**RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY
OF GRAND ISLAND, NEBRASKA, SUBMITTING A PROPOSED
REDEVELOPMENT CONTRACT TO THE HALL COUNTY REGIONAL PLANNING
COMMISSION FOR ITS RECOMMENDATION**

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), pursuant to the Nebraska Community Development Law (the "Act"), prepared a proposed redevelopment plan (the "Plan") a copy of which is attached hereto as Exhibit 1, for redevelopment of an area within the city limits of the City of Grand Island, Hall County, Nebraska; and

WHEREAS, the Authority is required by Section 18-2112 of the Act to submit said to the planning board having jurisdiction of the area proposed for redevelopment for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The Authority submits to the Hall County Regional Planning Commission the proposed Plan attached to this Resolution, for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska.

Passed and approved this 9th day of October, 2019

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

By


Chairperson

ATTEST:


Secretary

Bosselman Pump and Pantry Kings Crossing

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

RESOLUTION NO. 320

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 Bosselman Pump and Pantry Inc., (The "Developer") for redevelopment of Lot 2 of King's Crossing Subdivision, an area within the city limits of the City of Grand Island, as set forth in Exhibit 1 attached hereto area; and

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), is proposing to use Tax Increment Financing on a project within Redevelopment Area 2;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

Passed and approved this 9th day of October, 2019.

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

By 
Chairperson

ATTEST:


Secretary

Bosselman Pump and Pantry Kings Crossing

Resolution Number 2020-02

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 Lot 2 of Kings Crossing Subdivision for Bosselman Pump and Pantry Inc.** to the Hall County Regional Planning Commission, (the “**Commission**”) for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska, pursuant to Section 18-2112 of the Community Development Law, Chapter 18, Article 21, Reissue Revised Statutes of Nebraska, as amended (the “**Act**”); and

WHEREAS, the Commission 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: November 6, 2019.

**HALL COUNTY REGIONAL PLANNING
COMMISSION**

ATTEST:

By: 

Chair

By: 

Secretary

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

RESOLUTION NO. 324

**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 *Bosselman Pump and Pantry Inc.* (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 unsanitary or unsafe dwelling accommodations, or conditions of blight.

Bosselman Pump and Pantry Inc. Kings Crossing

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 \$506,184 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 13th day of November, 2019.

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

ATTEST:

By:


Secretary

By:


Chair

Bosselman Pump and Pantry Inc. Kings Crossing

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

Lot 2 of Kings Crossing Subdivision in the City of Grand Island, Hall County Nebraska

Bosselman Pump and Pantry Inc. Kings Crossing

* * * * *

EXHIBIT B

FORM OF REDEVELOPMENT PLAN

Bosselman Pump and Pantry Inc. Kings Crossing



City of Grand Island

Tuesday, November 26, 2019

Council Session

Item E-3

**Public Hearing on Amendment to the Redevelopment Plan for
CRA No. 17 located on 3 Lots West of Prairie View Street South of
Husker Highway (Prataria Ventures, LLC)**

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Chad Nabity, AICP

Meeting: November 26, 2019

Subject: Site Specific Redevelopment Plan for CRA Area #17

Presenter(s): Chad Nabity, AICP CRA Director

Background

In 2015, the Grand Island City Council declared property referred to as CRA Area 17 as blighted and substandard and approved a generalized redevelopment plan for the property. The generalized redevelopment plan authorized the use of Tax Increment Financing (TIF) for the acquisition of property, redevelopment of property, site preparation, and adjacent public streets. TIF can also be used for improvements to and expansion of existing infrastructure including but not limited to: streets, water, sewer, drainage.

Prataria LLC has submitted an application for tax increment financing to aid in the redevelopment of property to prepare for the construction of a three office buildings across from the new hospital south of Husker Highway and west of Prairieview Street. Staff has prepared a redevelopment plan for this property consistent with the TIF application. This application will benefit the developer by providing funds needed to complete the installation of streets, utilities and other public improvements needed to support this development. The eventual owners of the buildings are not benefiting directly from this application and will not be receiving any TIF payments. This is similar to other developments like Copper Creek. Prataria will finance the necessary improvements with the TIF so the property can be developed and sold.

The CRA reviewed the proposed development plan on October 9, 2019 and forwarded it to the Hall County Regional Planning Commission for recommendation at their meeting on November 6, 2019. The CRA also sent notification to the City Clerk of their intent to enter into a redevelopment contract for this project pending Council approval of the plan amendment.

The Hall County Regional Planning Commission held a public hearing on the plan amendment at a meeting on November 6, 2019. The Planning Commission approved Resolution 2020-03 in support of the proposed amendment, declaring the proposed amendment to be consistent with the Comprehensive Development Plan for the City of Grand Island. The CRA approved Resolution 325 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 #17 and authorizes the CRA to execute a contract for TIF based on the plan amendment and to find that this project would not be financially feasible at this location without the use of TIF. The redevelopment plan amendment specifies that the TIF will be used to offset allowed costs for redevelopment for improvements and expansion of infrastructure including but not limited to: streets, water, sewer, drainage, along with site development costs as allowed by state statute to provide for commercial development of these sites for three office buildings. The cost benefit analysis included in the plan finds that this project meets the statutory requirements for as eligible TIF project and that it will not negatively impact existing services within the community or shift additional costs onto the current residents of Grand Island and the impacted school districts. The bond for this project will be issued for a period of 15 years. The proposed bond for this project will be issued for the amount of \$1,800,000.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the resolution as submitted.

**Redevelopment Plan Amendment
Grand Island CRA Area 17
October 2019**

The Community Redevelopment Authority (CRA) of the City of Grand Island intends to amend the Redevelopment Plan for Area 17 within the city, pursuant to the Nebraska Community Development Law (the “Act”) and provide for the financing of a specific project in Area 17.

Executive Summary:

Project Description

PHASE 2 OF THE REDEVELOPMENT OF PROPERTY LOCATED SOUTH OF HUSKER HIGHWAY AND WEST OF U.S. HIGHWAY 281 THE PROJECT SITE CONSISTS OF 3 LOTS WITHING THE PRAIRIE COMMONS 3RD SUBDIVISION IMMEDIATELY WEST OF THE NEW HOSPITAL.. THE PROJECT WILL CONSIST OF SITE WORK AND GRADING TO PROMOTE AND ENHANCE DRAINAGE ACROSS THE SITE, INTALLATION OF PUBLIC AND PRIVATE ROADS, SEWER, WATER AND OTHER UTILITY INFRASTRUCTURE TO SUPPORT DEVELOPMENT OF THE SITE. THIS PHASE OF THIS DEVELOPMENT WILL CONSIST OF THE CONSTRUCTION 3 BUILDINGS FOR MULTIPLE USERS ON 3 LOTS. THE BUILDINGS ARE A COMBINATION OF 1 AND 2 STORY BUIDINGS RANGING IN SIZE FROM 6400 SQUARE FEET TO 20,500 SQUARE FEET FOR OFFICE USES.

The use of Tax Increment Financing to aid in necessary infrastructure and grading improvements to redevelop the southwest corner of Husker Highway and U.S. Highway 281 currently platted as Prairie Commons Third Subdivision in the City of Grand Island. The use of Tax Increment Financing is an integral part of the development plan and necessary to make this project economically feasible. The first phase of this development including the Hospital and Medical Office Building to the east of this site is currently underway. It was anticipated when that project was approved that subsequent phases of the remainder of the site would include housing, office space and retail development. This second phase will extend the office development. The developer has indicated that this development would not be considered nor financially feasible for at this location without the use of TIF.

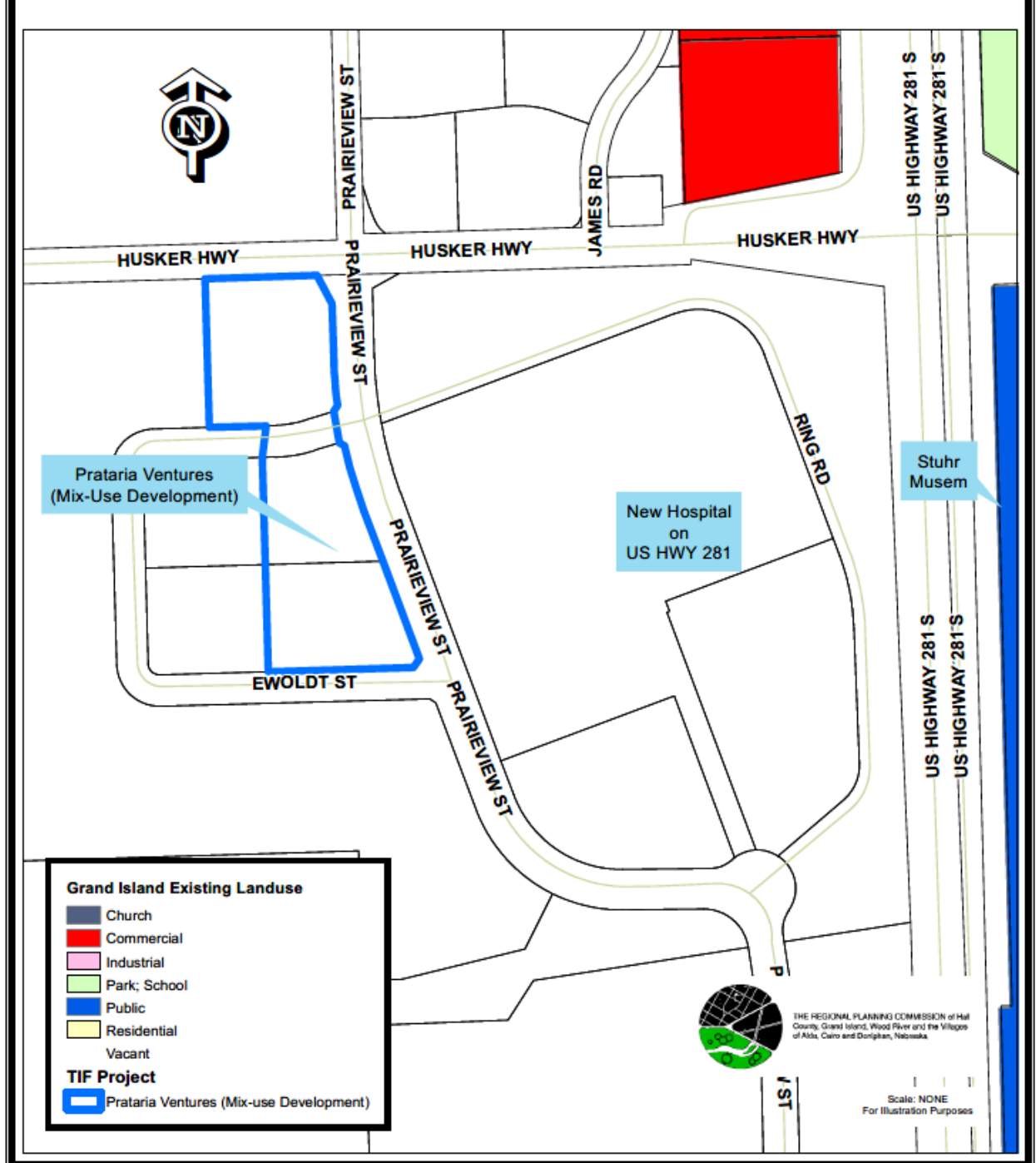
Prataria Ventures L.L.C., a wholly owned subsidiary of Chief Industries, Inc., owns the subject property. Chief Industries was founded in 1954 and is headquartered in Grand Island. The developer is responsible for and has provided evidence that they can secure adequate debt financing to cover the costs associated with the site work and redevelopment. The Grand Island Community Redevelopment Authority (CRA) intends to pledge the ad valorem taxes generated over the 15 year period beginning January 1, 2021 towards the allowable costs.

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

Property Description (the “Redevelopment Project Area”)

Legal Descriptions: Lot 1 of Block 1, and Lots 2 and 3 of Block 2 of Prairie Commons
Third Subdivision in the City of Grand Island, Hall County, Nebraska.

Prairie Commons Third Subdivision, Block 1 Lot 1, Block 2 Lot 2 & Lot 3 in the City of Grand Island, Nebraska



Existing Land Use and Subject Property

This plan amendment provides for the issuance TIF Notes, the proceeds of which will be granted to the Redeveloper. The tax increment will be captured for up to 15 tax years the payments for which become delinquent in years 2021 through 2034 inclusive or as otherwise dictated by the contract.

The real property ad valorem taxes on the current valuation will continue to be paid to the normal taxing entities. The incremental value for the first phase will be created by the construction commercial/office buildings ranging in size from 6400 square feet to 20,500 square feet. This area is planned for commercial development with the Grand Island Comprehensive Plan and is currently zoned RO Residential Office, a variety of office and medical uses are permitted in this district..

Statutory Pledge of Taxes.

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

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

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

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

Redevelopment Plan Amendment Complies with the Act:

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

1. The Redevelopment Project Area has been declared blighted and substandard by action of the Grand Island City Council on June 9, 2015.[§18-2109] Such declaration was made after a public hearing with full compliance with the public notice requirements of §18-2115 of the Act.

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

Grand Island adopted a Comprehensive Plan on July 13, 2004. This redevelopment plan amendment and project are consistent with the Comprehensive Plan, in that no changes in the Comprehensive Plan elements are intended. This plan merely provides funding for the developer to rehabilitate the building for permitted uses on this property as defined by the current and effective zoning regulations. The Hall County Regional Planning Commission held a public hearing at their meeting on November 6, 2019 and passed Resolution 2020-03 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 Redevelopment Plan for Area 17 does not anticipate real property acquisition by the developer. There is no proposed acquisition by the authority.

b. Demolition and Removal of Structures:

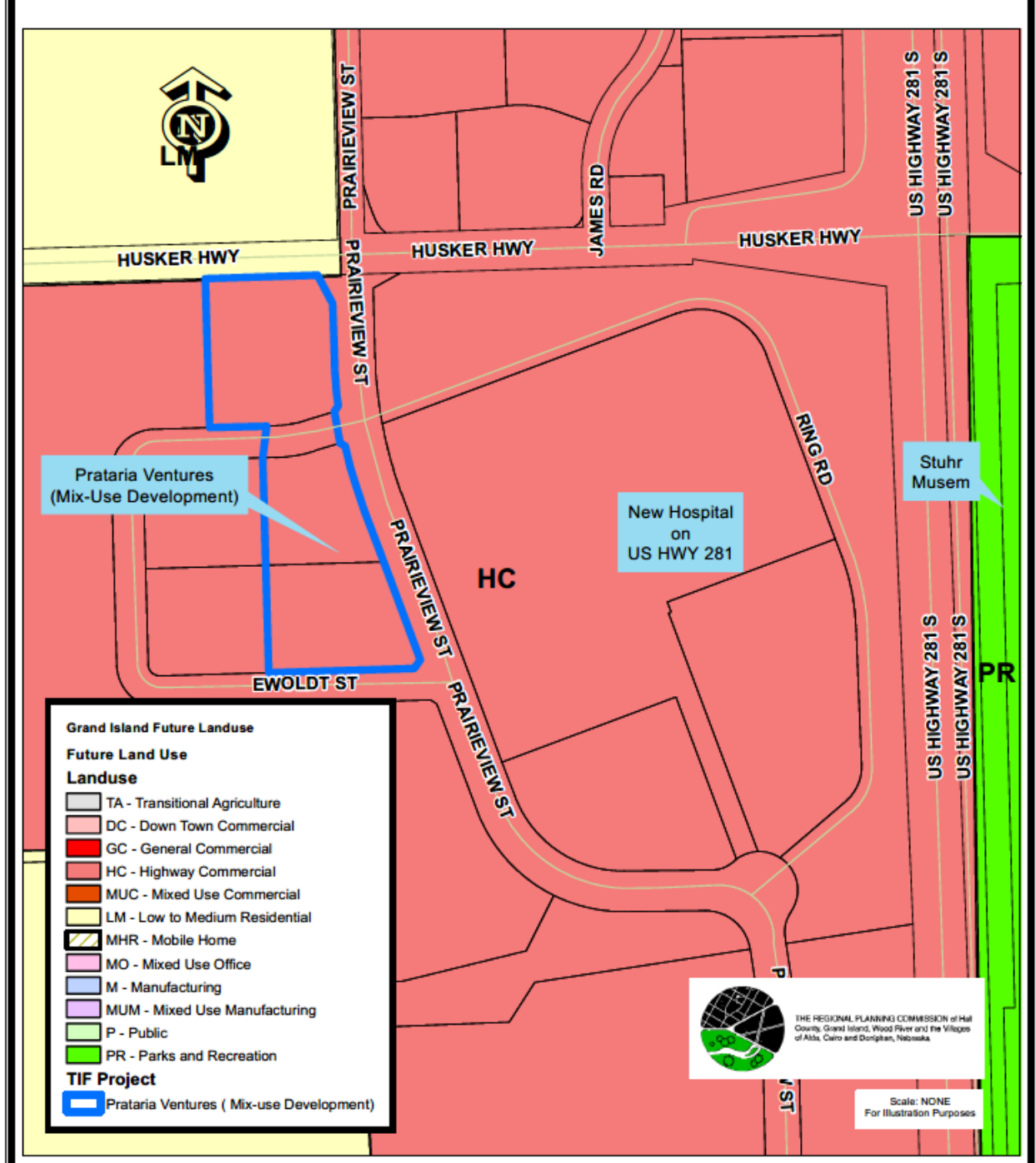
The project does not provide for the demolition or removal of any existing structures.

c. Future Land Use Plan

See the attached map from the 2004 Grand Island Comprehensive Plan. This property is in private ownership and is planned for commercial uses [§18-2103(b) and §18-2111]. A site plan of the area after the proposed redevelopment is also attached. [§18-2111(5)]

Proposed Zoning Change Future Landuse Map

Prairie Commons Third Subdivision, Block 1 Lot 1, Block 2 Lot 2 & Lot 3 in the City of Grand Island, Nebraska



City of Grand Island Future Land Use Map

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

The property is currently platted as Prairie Commons Third Subdivision. The property will be developed in substantial compliance with the existing plat. No changes in zoning are anticipated for the expected uses.

No other planning changes contemplated. [§18-2103(b) and §18-2111]

e. Site Coverage and Intensity of Use

The developer is proposing to build on the site within the constraints allowed by the current zoning districts. The RO zoning district would allow up to 75% coverage. [§18-2103(b) and §18-2111]

f. Additional Public Facilities or Utilities

Sewer and water are available to support this development. Sufficient capacity exists within these systems to support this development at completion. Sewer, water will be extended throughout the site. The developer will be responsible for engineering and installation of all required utilities. Said utilities are expected to become part of the city infrastructure and will be accepted into the city systems after construction and inspection. Electric infrastructure will be extended throughout the site according to typical commercial installation requirements. Natural gas and communications infrastructure will be installed according to the agreements formed with the private companies that provide those services. The City of Grand Island will secure all necessary easements for utility infrastructure with the platting and development processes. [§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. No individuals or businesses will be relocated due to this development. [§18-2103.02]

5. No member of the Authority, nor any employee thereof holds any interest in any property in this Redevelopment Project Area. [§18-2106] No members of the authority or staff of the CRA has any ownership interest in this property at this time. Tom Gdowski, President of Equitable Bank and Krae Dutoit, President of the Gary Thompson Insurance Agency are potential purchasers of office properties in this phase of the development and abstained from voting on actions regarding this item.

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

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

The developer is showing a purchase price of this property of 1,147,000. The cost of property acquisition is not included as a TIF eligible expense but is included in the sources and uses of funds and overall investment calculations. Costs for site preparation including, grading and fill is estimated at \$211,500. Utility extensions, storm water, sewer electrical and water are estimated at \$536,000, Building plans and engineering are expected to cost \$595,000. The cost of public roads is \$310,000 and private streets is \$222,600. An additional \$30,000 of expenses for legal work, fees and financial tracking of this project are also included as eligible expenses for a total maximum TIF request of \$1,905,100. It is estimated based on the proposed increased valuation to \$8,199,624 will result in \$178,697 of increment generated annually. Based on a TIF Bond of \$1,800,000 this project should pay off prior to the end of the 15 year period.

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

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

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

The developer will provide all necessary financing for the project. The Authority will assist the project by granting the sum of \$1,800,000 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 through December 2034 or such term as identified within the approved contract with no portion to exceed a term of 15 years. The developer will use the TIF Note to secure debt financing in an amount not to exceed \$1,800,000 to be paid to the note holder during the term of the financing.

c. Statement of feasible method of relocating displaced families.

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

7. Section 18-2113 of the Act requires:

Prior to recommending a redevelopment plan to the governing body for approval, an authority shall consider whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted, and harmonious development of the city and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development, including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate

transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations or conditions of blight.

The Authority has considered these elements in proposing this Plan Amendment. This amendment, in and of itself will promote consistency with the Comprehensive Plan. This will have the intended result of preventing recurring elements of blighted and substandard conditions within the area.

8. Time Frame for Development

Development of this project is anticipated to be completed between December of 2019 and December of 2020. Excess valuation should be available for this project for 15 years beginning with the 2021 tax year. This is the second phase of development of this property and it is anticipated that additional projects will be brought forward for separate consideration on other lots within this and adjacent subdivisions.

9. Justification of Project

Extension of utilities, substantial site grading and installation of streets are necessary to facilitate redevelopment of this site. The redevelopment of this property by Prataria Ventures, LLC, will result in increased employment opportunities. This is development is a continuation of efforts to extend development south along U.S. Highway 281 toward U.S. Interstate 80. The Grand Island City Council has made in the past made it clear through previous decisions that they support development toward the I-80/281 interchange.

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 project, including:

Project Sources and Uses. A maximum of \$1,800,000 in public funds from tax increment financing provided by the Grand Island Community Redevelopment Authority will be required to complete the project. This investment by the Authority will leverage \$11,632,000 in private sector financing and investment; a private investment of \$6.46 for every TIF dollar investment. It is estimated this will pay off in less than 15 years.

Use of Funds.	Source of Funds		
Description	TIF Funds	Private Funds	Total
Site Acquisition		\$1,147,000	\$1,147,000
Utilities	\$536,000		\$536,000
Public Streets	\$310,000		\$310,000
Private Streets	\$117,500	\$105,100	\$222,600
Site preparation/Dirt Work	\$211,500		\$211,500
Façade Enhancement		\$352,000	\$352,000
Financing Fees		\$645,000	\$645,000
Legal and Plan	\$30,000	\$119,000	\$149,000
Architecture/Engineering	\$595,000		\$595,000
Building Costs		\$8,612,000	\$8,612,000
Parking Lot		\$281,900	\$281,900
Contingency		\$270,000	\$270,000
Other		\$100,000	\$100,000
TOTALS	\$1,800,000	\$11,632,000	\$13,432,000

Tax Revenue. The property to be redeveloped is has a January 1, 2019, valuation of approximately \$34,624. Based on the 2019 levy this would result in a real property tax of approximately \$773. It is anticipated that the assessed value will increase by \$8,165,000 upon full completion, as a result of the site redevelopment. This development will result in an estimated tax increase of over \$182,387 annually resulting in approximately \$2,736,000 of increment over the 15 year period. The tax increment gained from this Redevelopment Project Area would not be available for use as city general tax revenues, for a period of 15 years, or such shorter time as may be required to amortize the TIF bond, but would be used for eligible private redevelopment costs to enable this project to be realized.

Estimated 2019 assessed value:	\$ 34,624
Estimated value after completion	\$ 8,199,624
Increment value	\$ 8,165,000
Annual TIF generated (estimated)	\$ 178,697
TIF bond issue	\$ 1,800,000

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

The redevelopment project area currently has an estimated valuation of \$34,624. The proposed extension improvements at this location will result in at least an additional

\$8,165,000 of taxable valuation based on the Hall County Assessor's office evaluation of the project. No tax shifts are anticipated from the project. The project creates additional valuation that will support taxing entities long after the project is paid off. The project will not add any tax burdens to taxing entities. Therefore no tax shifts will occur.

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

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

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

The proposed uses at this site would provide for expansion of office jobs within the and compete with similar located in and locating in the City.

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

This project is unlikely to have an impact on other employers and employees within the city.

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

This project is unlikely to create any direct increase in cost for schools in the area.

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

This project will continue growth along the 281 corridor in the direction of I-80.

Time Frame for Development

Development of this project is anticipated to be completed between Winter of 2019 and Winter of 2020. The base tax year should be calculated on the value of the property as of January 1, 2020. Excess valuation should be available for this project for 15 years beginning in 2022 with taxes due in 2021. Excess valuation will be used to pay the TIF Indebtedness issued by the CRA per the contract between the CRA and the developer for a period not to exceed 15 years or an amount not to exceed \$1,800,000 the projected amount of increment based upon the anticipated value of the project and current tax rate.



BACKGROUND INFORMATION RELATIVE TO TAX INCREMENT FINANCING REQUEST

Project Redeveloper Information

Business Name: Prataria Ventures, LLC

A wholly owned limited liability company of Chief Industries, Inc.

Address: 3942 W Old Highway 30
Grand Island, NE 68803

P.O. Box 2078
Grand Island, NE 68802

Telephone No.: 308-389-7200 Fax No.: 308-389-7352

Email: Chris.Wissing@chiefind.com

Contact: Chris Wissing

Direct: 308-389-7243

Brief Description of Applicant's Business:

Prataria Ventures is the development business unit of Chief Industries. This entity provides development services for projects. Prataria holds the real estate holding for potential real estate and development investments, and is a premier real estate developer in the Midwest providing innovative and progressive developments through public and private partnerships. Our development portfolio includes projects for public and private institutions as well as for our own use. Our projects range from small properties to expansive developments throughout diverse communities from small towns to metropolitan communities.

Chief Industries, Inc. is a diverse company headquartered in Grand Island. Founded in 1954, Chief has been a community leader in Grand Island and Central Nebraska and is a privately owned entity.

Legal Description/Address of Proposed Project

Lot 1, Block 1, Prairie Commons Third Subdivision
Lot 2, Block 2, Prairie Commons Third Subdivision
Lot 3, Block 2, Prairie Commons Third Subdivision

Community Redevelopment Area Number

#17

Present Ownership Proposed Project Site:

Prataria Ventures, LLC
C/O Chief Industries, Inc.
P.O. Box 2078
Grand Island, NE 68802

Is purchase of the site contingent on Tax Increment Financing Approval?

No

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

Building square footage: Three (3) buildings total approx. 41,500 SF

Size of property: Phase 2, Approx. 5.00 acres

Description of buildings:

Prataria owns a 96 acre parcel of land that originally included a farm homestead, farmland and pasture land. Prataria proposes to develop this parcel in multiple separate phases. The first phase of the redevelopment has commenced pursuant to that Redevelopment Contract between Prataria and the Community Redevelopment Authority of the City of Grand Island dated September 26, 2017. This application sets forth the proposed phase two of the redevelopment of the Prataria property. The second phase will be on 5 acres that will include multiple office users. The private improvements will be constructed on Lot 1, Block 1, and Lots 2 and 3, Block 2 of Prairie Commons Third Subdivision. The private improvements will be constructed in three

subphases, and Prataria desires to establish a separate effective date for each lot/subphase, similar to the Phase One Redevelopment Contract.

Lot 2, Block 2, Prairie Commons Third Subdivision

The first office user will house their corporate headquarters in this location and is comprised of a traditional steel framed building with two stories. The exterior will be a mix of stone, metal panel, and storefront and will be approximately 14,600 square feet and sit on 1.25 acres of land with a dedicated parking lot contained on the site. The selected site enables future growth opportunities for this particular company.

Lot 3, Block 2, Prairie Commons Third Subdivision

The second and third users will be two business that will be housed in the same building and share a common area. This building will be composed of metal panel, stone, and storefront that is unique from the other building and will be approximately 20,500 square feet over two stories and sit on 1.65 acres of land with a dedicated parking lot contained on the site. The selected site enables future growth opportunities for these particular companies.

Lot 1, Block 1, Prairie Commons Third Subdivision

The fourth user will be approximately 6,400 square feet facility. The exterior materials will consist of mostly brick and stone with some accent features. This property is about 2.10 acres in size.

Additional phases will be forthcoming. The remainder of the Prairie Commons Third Subdivision is intended to be redeveloped as one or more additional phases of the overall redevelopment of the area.

If Property is to be Subdivided, Show Division Planned:

The property has been subdivided as Prairie Commons Third Subdivision. See conceptual plan submitted and Prairie Commons Third Subdivision final plat (Exhibit A).

VI. Estimated Project Costs:

The estimated project costs set forth below are for all three subphases described in this TIF application.

Acquisition Costs:

A. Land	\$ 1,147,000
B. Building	\$ 0

Construction Costs:

A. Renovation or Building Costs:	\$ 8,964,000
B. On-Site Improvements:	
Sewer	\$ 378,000
Water	\$ 158,000
Electric	\$ 0
Gas	\$ 0
Public Streets/Sidewalks	\$ 310,000
Private Streets	\$ 504,500
Trails	\$ 0
Grading/Dirtwork/Fill	\$ 211,500
Demolition	\$ 0
Other	\$ 0
Total	\$ 11,673,000

Soft Costs:

A. Architectural & Engineering Fees:	\$ 595,000
B. Financing Fees:	\$ 645,000
C. Legal	\$ 149,000
D. Developer Fees:	\$ 0
E. Audit Fees	\$ 0
F. Contingency Reserves:	\$ 270,000
G. Other (Please Specify) Real Estate Taxes During Construction	\$ 100,000
TOTAL	\$ 13,432,000

Total Estimated Market Value at Completion: \$ 8,163,592

Source for Estimated Market Value: Estimated Market Value is based on preliminary estimates given by Kristi Wold, Hall County Assessor, using schematic drawings of conceptual designs. The building values were added to the land values to arrive at the estimated market value.

Source of Financing:

A. Developer Equity:	\$ 2,908,000
B. Commercial Bank Loan:	\$ 8,724,000
C. Tax Credits:	
1. N.I.F.A.	\$ 0
2. Historic Tax Credits	\$ 0
3. New Market Tax Credits	\$ 0
4. Opportunity Zone	\$ 0
D. Industrial Revenue Bonds:	\$ 0
E. Tax Increment Assistance:	\$ 1,800,000
F. Enhanced Employment Area	\$ 0
G. Nebraska Housing Trust Fund	\$ 0
H. Other	\$ 0

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

Architect

Name: Chief Construction
Phone: 308-389-7222
Fax Number: 308-389-7393
Address: 3935 Westgate Road
Grand Island, NE 68803

Engineer

Name: Olsson Associates
Phone: 308-384-8750
Fax Number: 308-384-8752
Address: 201 E. 2nd Street
Grand Island, NE 68801

General Contractor

Name: Chief Construction
Phone: 308-389-7222
Fax Number: 308-389-7393
Address: 3935 Westgate Road
Grand Island, NE 68803

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

Please See Exhibit B

Project Construction Schedule: The Construction shall be completed in phases, similar to phase one of the overall redevelopment. The construction of the private improvements shall be completed in three phases, with each lot identified herein having a separate effective date.

PUBLIC IMPROVEMENTS:

Construction Start Date:

November 2019

Construction Completion Date:

Fall 2020

PRIVATE IMPROVEMENTS:

This will be a phased project with multiple individual users. The projects are planned and the times and sequencing of each respective project will be dependent on market conditions. Without an approved redevelopment agreement, construction of the project

(including all the subphases) will not be feasible, and the timing will be determined and redeveloper cannot proceed with finalizing any scheduling at this time.

If Phased Project:

_____	Year	_____	% Complete
_____	Year	_____	% Complete

XII. Please Attach Construction Pro Forma

Due to confidential nature of the projects, construction proforma available for discussion.

XIII. Please Attach Annual Income & Expense Pro Forma

(With Appropriate Schedules)

Due to confidential nature of the projects, proforma available for discussion.

TAX INCREMENT FINANCING REQUEST INFORMATION

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

\$1,800,000 dollars of tax increment financing is being requested to assist in the site preparation, grading, utilities, paving, landscaping, façade enhancements, architectural, engineering, and legal fees, public parking enhancements, and other necessary site preparation and development expenditures. This is a green field site that will need complete site work done before it is ready for any construction to commence. The TIF funds will enable project completion of phase 2, which will result in an improvement to the economic condition of the land and become a tax generating entity for the city of Grand Island. The opportunity to continue development in south Grand Island down corridor 281 towards the interstate has been a key objective for the city. This site will not only generate additional taxes for the city, but it will provide ample employment opportunities and quality of life features.

Statement Identifying Financial Gap and Necessity for use of Tax Increment

Financing for Proposed Project:

The proposed site work and construction costs will result in an overall improvement to the area and allow for additional goods and services and employment opportunities. Tax increment financing is an integral and essential component to the project completion which is contingent upon receipt of the expected tax increment assistance. Feasibility is dependent upon TIF funds that will enable the creation of adequate economics to make the necessary site improvements, utility extensions and new construction costs at a competitive rate in the area. Without TIF, the cost of the public improvements is too high to make development of the project site for any purpose feasible. Additionally, Prataria intends to include substantial façade enhancements for the public benefit. The façade enhancements are not required by and exceed local building codes. Because the façade enhancements are not required by building codes, the costs of these enhancements are not necessary for the Project and would not occur without the use of tax increment financing. The aesthetic benefits serve to decrease the blighted and substandard condition of an area and will benefit all the property in the Redevelopment Area and the City in general. The beautification of a blighted and substandard area is a useful tool to combat blight and substandard conditions and it is further expected to raise the quality and value of other properties in the Redevelopment Area.

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:

Green Line Redevelopment

Current site of the Chief Construction Campus and Christensen Concrete.

Contact:

David Ostdiek

Chief Industries

Phone: 308-389-7246

David.Ostdiek@Chiefind.com

Aurora Co-Op Redevelopment

Current site of Goodwill Industries Warehouse and Chief Fabrication.

Contact:

David Ostdiek
Chief Industries, Inc.
Phone 308-389-7246
David.Ostdiek@Chiefind.com

Contact:

Chad Nabity
Grand Island Regional Planning Director
Phone: 308-385-5444 Ext 210
ChadN@grand-island.com

Lincoln West Haymarket Phase 1 & Phase 2

Includes Canopy Lofts, The Railyard, The Hobson Place and the Hyatt hotel.

Contact:

David Ostdiek
Chief Industries, Inc.
Department Phone 308-389-7246
David.Ostdiek@Chiefind.com

Contact:

Hallie Salem
Lincoln NE Urban Development
Phone: 402-441-7864
hsalem@lincoln.ne.gov

Fountain Point Development

Includes Norfolk Medical Real Estate Medical Office Building / Surgical Center and Heritage Assisted Living Facility

Contact:

David Ostdiek
Chief Industries, Inc.
(308) 389-7246
David.Ostdiek@Chiefind.com

Contact:

Andy Colvin
Norfolk City Administrator
(402) 844-2000
acolvin@ci.norfolk.ne.us

Contact:

Steven Rames
Norfolk City Eng.
(402) 844-2035
srames@ci.norfolk.ne.us

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

Exhibit B

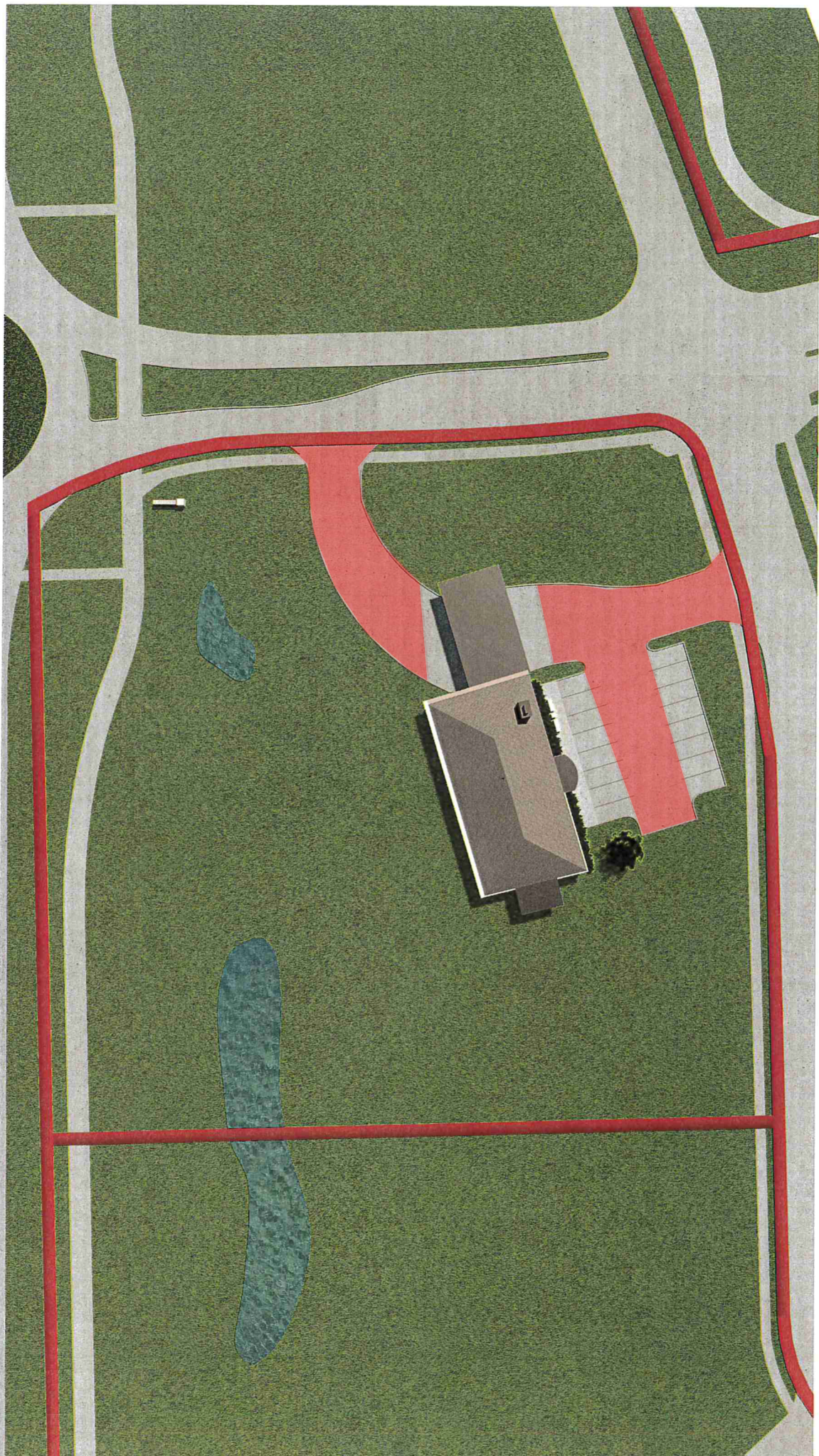
Prataria Ventures, LLC Tax Increment Financing Request Estimated Real Estate on Project Site

Existing Assessed Value and Real Estate on Project Site

Total Investment:	\$13,431,650
Property Tax Basis:	\$34,624
Total Increment Created (Investment-Current Value):	\$13,397,026
Assess Tax Base	61%
Total Value:	\$8,165,000
Tax Rate	2.197896%
Number of Payments (Years)	15
Increased Property Tax Revenue	\$178,697
Current Property Tax Revenue	\$761
Total Estimated Tax Bill	\$179,458
Requested TIF Assistance	\$1,800,000

Project TIF Eligible Expenses

Private Parking & Paving for Fire Lanes & Truck Access	\$ 222,600
Grading / Dirtwork / Fill	\$ 211,500
Utilities & Storm Drain	\$ 536,000
Façade Enhancement	\$ -
Architecture/Engineering	\$ 595,000
Public Streets	\$ 310,000
Legal	\$ 30,000
Summary Total	<u><u>\$ 1,905,100</u></u>



No.	Description	Date

ADDRESS: 7777 PRAIRIEVIEW STREET
GRAND ISLAND, NEBRASKA 68803

ZONED: RO - RESIDENTIAL OFFICE ZONE

LANDSCAPE REQUIREMENTS:

CANOPY TREES @ PRAIRIEVIEW STREET
AND EWOLDT ROAD = 10,215 SF
10,215 * 30% (.30) = 3,065 SF REQUIRED (MIN. 10' DEPTH)
TOTAL LANDSCAPE AREA SHOWN = 9,233 SF

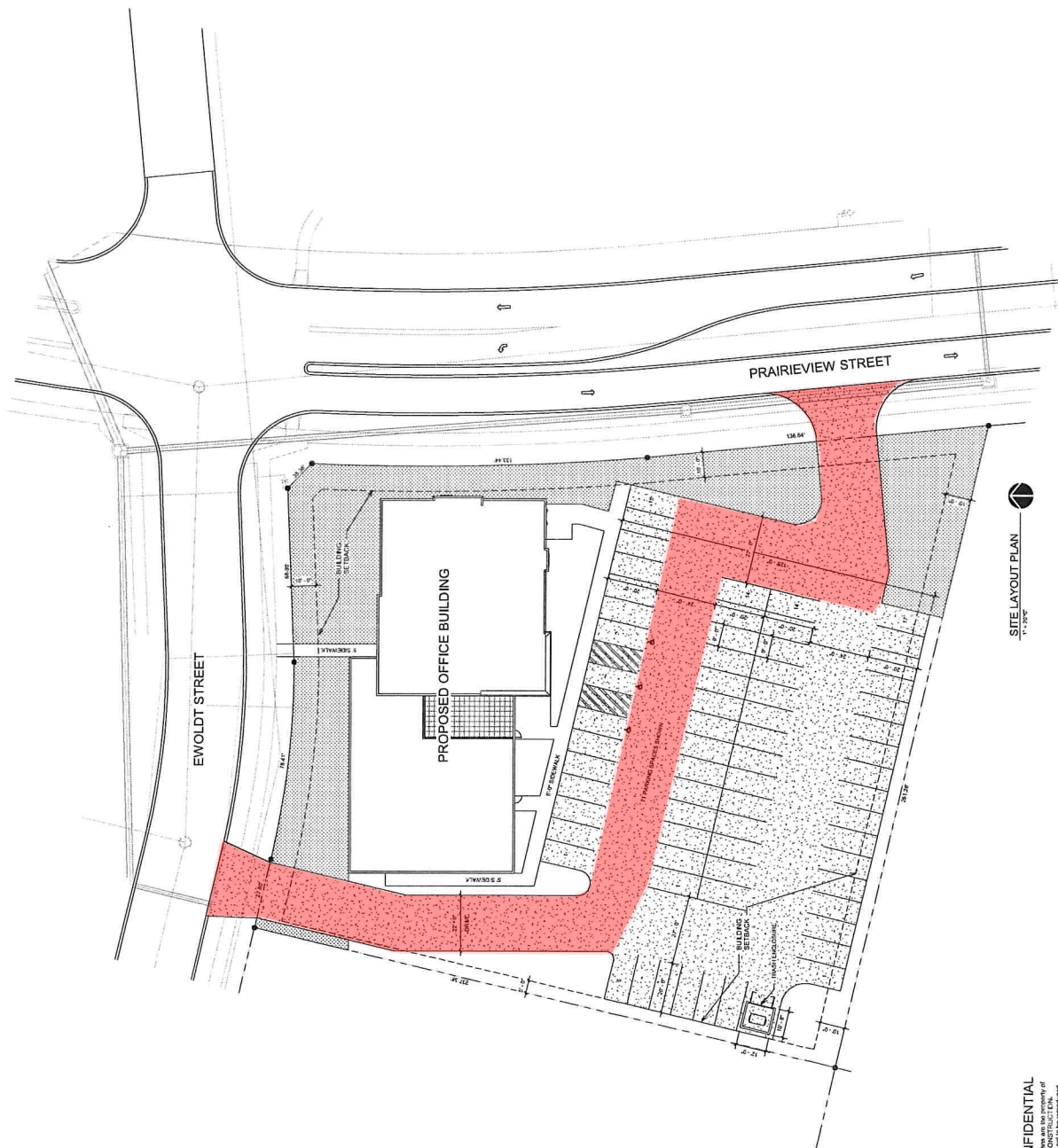
MINIMUM SHRUB & TREE PLANTINGS:

PER 100' OF PROPERTY LINE ADJACENT TO A PUBLIC R.O.W.
(1) CANOPY TREE = (6) TOTAL
(1) ORNAMENTAL OR EVERGREEN = (5) TOTAL
(5) SHRUBS = (15) TOTAL
NOTE: PER GRAND ISLAND ZONING ORDINANCE
CHAPTER 36-102 LANDSCAPING REQUIREMENTS FOR
DEFINITIONS AND ADDITIONAL INFORMATION.

PARKING REQUIREMENTS:

OFFICES AND PROFESSIONAL BUILDINGS - (1) SPACE PER
200 SQ. FT. OF NET FLOOR AREA = 8,705 SQ. FT.
FIRST FLOOR NET AREA = 4,107 SQ. FT.
TOTAL NET FLOOR AREA = 12,812 SQ. FT.
REQ'D PARKING = 12,812 / 200 = 64.06 (64) SPACES
WHICH INCLUDES (5) ADA REQ'D SPACES.

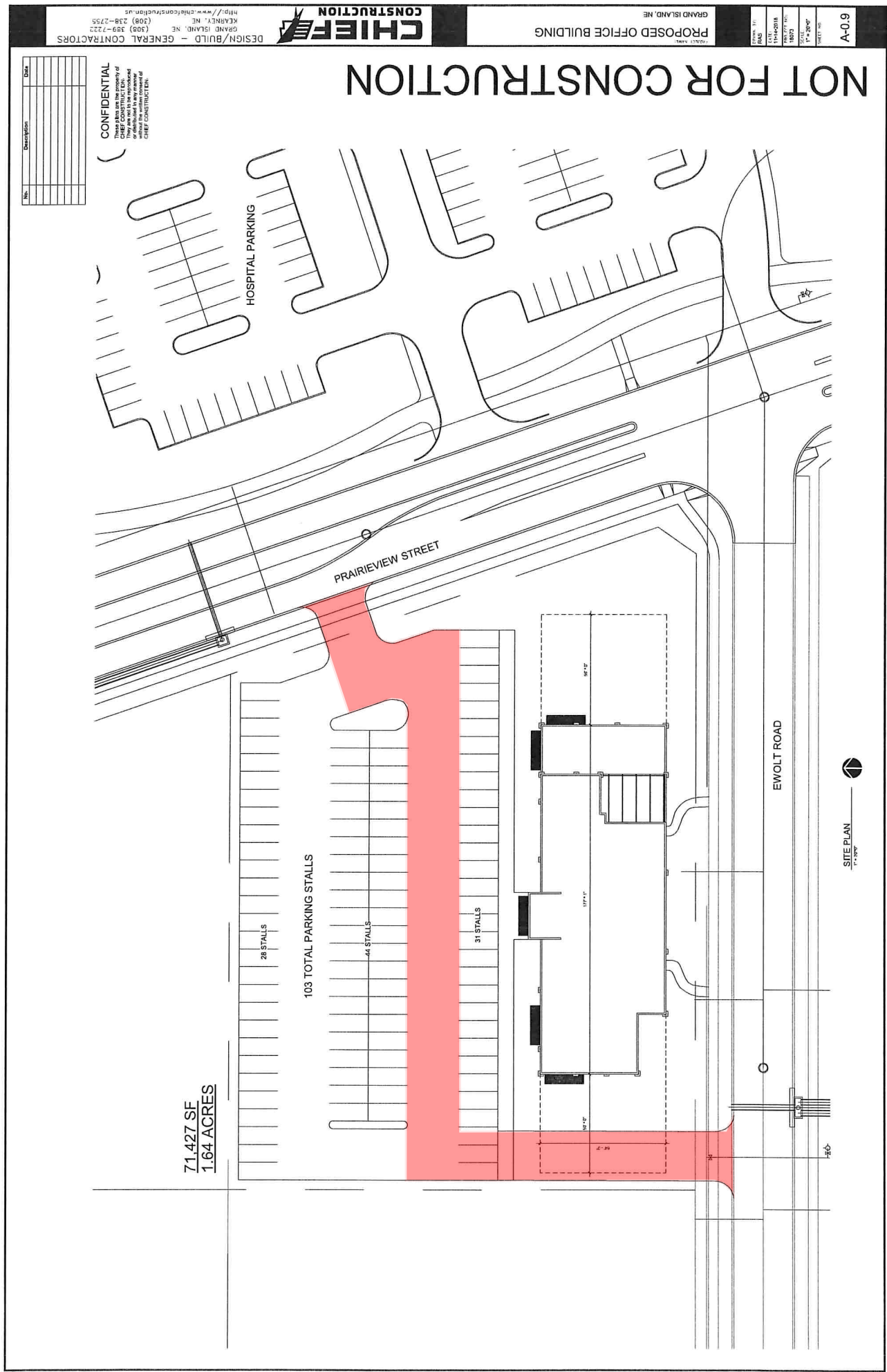
ZONED: RO - RESIDENTIAL OFFICE ZONE



SITE LAYOUT PLAN
1" = 100'

CONFIDENTIAL
These plans are the property of
Chief Construction, Inc. and
shall remain confidential. They
are not to be reproduced
without the written consent of
CHIEF CONSTRUCTION.

NOT FOR CONSTRUCTION



PRATARIA VENTURES, LLC
P.O. Box 2078
Grand Island, NE 68802

Prataria Ventures, LLC submits this letter to demonstrate to the City of Grand Island that the Project that is proposed within the Prairie Commons Subdivision would not occur at the proposed location if the project was not eligible for the use of tax increment financing.

The Redevelopment Plan for the project indicates that the incremental tax revenue generated by the construction of the commercial buildings on the project site shall be captured to pay for eligible costs as outlined in the Nebraska Community Development Law. The eligible costs for the project include street and utility improvements; site preparation and grading; and engineering and design fees.

In accordance with the requirements of the Nebraska Community Development Law, the project would not be economically feasible, and would not occur at the proposed location, without the assistance of the City of Grand Island and the capture of the incremental tax revenue. Specifically, the costs to install the necessary public street infrastructure and extend public utilities would make the project, as designed, not economically feasible for the developer, but for the assistance of tax increment financing to defray eligible costs. These upfront costs are a barrier to redevelopment, because they would require the redeveloper to charge land cost that would drive away the potential users, and the redeveloper is not willing to undertake this project without the users lined up. It is too costly and too big of an investment to undertake speculatively. Thus, the project as designed will not be constructed without the use of tax increment financing. This project consists of three potential users purchasing the properties and constructing buildings for their own use. Since the buildings will not be used for investment purposes a rate of return analysis is not warranted.

4844-1112-9256, v. 1

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

RESOLUTION NO. 321

**RESOLUTION OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY
OF GRAND ISLAND, NEBRASKA, SUBMITTING A PROPOSED
REDEVELOPMENT CONTRACT TO THE HALL COUNTY REGIONAL PLANNING
COMMISSION FOR ITS RECOMMENDATION**

WHEREAS, this Community Redevelopment Authority of the City of Grand Island, Nebraska ("Authority"), pursuant to the Nebraska Community Development Law (the "Act"), prepared a proposed redevelopment plan (the "Plan") a copy of which is attached hereto as Exhibit 1, for redevelopment of an area within the city limits of the City of Grand Island, Hall County, Nebraska; and

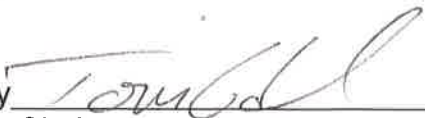
WHEREAS, the Authority is required by Section 18-2112 of the Act to submit said to the planning board having jurisdiction of the area proposed for redevelopment for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The Authority submits to the Hall County Regional Planning Commission the proposed Plan attached to this Resolution, for review and recommendation as to its conformity with the general plan for the development of the City of Grand Island, Hall County, Nebraska.

Passed and approved this 9th day of October, 2019

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

By 
Chairperson

ATTEST:


Secretary

Prairie Commons Phase 2 Prataria Ventures

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

RESOLUTION NO. 322

**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 Prataria Ventures LLC, (The "Developer") for redevelopment of Lot 1 of Block 1, and Lots 2 and 3 of Block 2 of Prairie Commons Third Subdivision in 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 17;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

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

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

Passed and approved this 9th day of October, 2019.

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

By 
Chairperson

ATTEST:


Secretary

Prairie Commons Phase 2 Prataria Ventures

Resolution Number 2020-03

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 Phase 2 of Prairie Commons for Prataria Ventures 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: November 6, 2019.

**HALL COUNTY REGIONAL PLANNING
COMMISSION**

ATTEST:

By: 

Chair

By: 

Secretary

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

RESOLUTION NO. 325

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 *Prataria 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 unsanitary or unsafe dwelling accommodations, or conditions of blight.

Prataria LLC Prairie Commons Phase 2

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

Section 3. In compliance with section 18-2114 of the Act, the Authority finds and determines as follows: (a) the Redevelopment Area constituting the Redevelopment Project will not be acquired by the Authority and the Authority shall receive no proceeds from disposal to the Redeveloper; (b) the estimated cost of project acquisition and the estimated cost of preparation for redevelopment including site work, onsite utilities and related costs are described in detail in Exhibit B attached hereto; (c) the method of acquisition of the real estate shall be by private contract by the Redeveloper and not by condemnation; and (d) the method of financing the Redevelopment Project shall be by issuance of tax increment revenue bond issued in the approximate amount of \$1,800,000 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 13th day of November, 2019.

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

ATTEST:

By: _____

Secretary

By: _____

Chair

Prataria LLC Prairie Commons Phase 2

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA

Lot 1 of Block 1, and Lots 2 and 3 of Block 2 of Prairie Commons Third Subdivision in the City of Grand Island, Hall County, Nebraska.

Prataria LLC Prairie Commons Phase 2

*** * * * ***
EXHIBIT B

FORM OF REDEVELOPMENT PLAN

Prataria LLC Prairie Commons Phase 2



City of Grand Island

Tuesday, November 26, 2019

Council Session

Item G-1

Approving Minutes of November 12, 2019 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

November 12, 2019

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted in the Council Chambers of City Hall, 100 East First Street, on November 12, 2019. Notice of the meeting was given in *The Grand Island Independent* on November 6, 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, Julie Hehnke, Clay Schutz, Mitch Nickerson, and Chuck Haase. 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 Jason Warriner, Abundant Life Christian Center, 3411 West Faidley Avenue followed by the PLEDGE OF ALLEGIANCE.

SPECIAL ITEMS:

Approving Appointment of Justin Scott to City Council Ward 5. Mayor Steele stated he was submitting the name of Justin Scott as Councilmember for Ward 5 to replace Michelle Fitzke. Comments were made regarding the process of the appointment.

Motion by Haase, second by Jones to approve. Upon roll call vote, Councilmembers Haase, Schutz, Hehnke, Minton, Conley, Stelk, and Jones voted aye. Councilmembers Nickerson and Paulick voted no. Motion adopted.

Administration of Oath of Office to Newly Appointed Councilmember – Ward 5. City Clerk RaNae Edwards administered the Oath of Office to newly appointed Councilmember Justin Scott – Ward 5.

PUBLIC HEARINGS:

Public Hearing on Acquisition of Utility Easement - 228 Lake Street - R2S2, LLC. Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 228 Lake Street was needed in order to have access to install, upgrade, maintain, and repair appurtenances, including lines and transformers. Grand Island Hotel, LLC, had requested a new electrical service for a new Comfort Suites Hotel being built at 228 Lake Street. The proposed easement tracts would allow the Utilities Department to install, access, operate and maintain the electrical infrastructure at this location. Staff recommended approval. No public testimony was heard.

CONSENT AGENDA: Consent Agenda item G-26 (Resolution #2019-345) was removed for further discussion. Motion by Paulick, second by Stelk to approve the Consent Agenda. Upon roll call vote, all voted aye. Motion adopted.

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

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

Approving Re-Appointment of Jason Hornady to the Grand Island Facilities Corporation Board.

Approving Appointment of Susan Bullington to the Zoning Board of Adjustment.

Approving Request from Mark Stock, 35049 475th Avenue, St. Edward, Nebraska for Liquor Manager Designation with Ramada Midtown Conference Center, 2503 South Locust Street.

#2019-325 - Approving Acquisition of Utility Easement - 228 Lake Street - R2S2, LLC.

#2019-326 - Approving Bid Award for Water Main Project 2020-W-1 - Lincoln & Delta with The Diamond Engineering Company of Grand Island, Nebraska in an Amount of \$119,457.59.

#2019-327 - Approving Safety Glass Contract for Utilities, Public Works and Parks Departments for 2020 – 2022 with Heartland Optical of Lincoln, Nebraska.

#2019-328 - Approving the Union Pacific Rail Contract Agreement for Coal Transportation.

#2019-329 - Approving Agreement for Engineering Consulting Services Related to Eddy Street Underpass Rehabilitation; Project No. 2019-U-1 with Olsson, Inc. of Grand Island, Nebraska in an Amount of \$67,570.00.

#2019-330 - Approving Dedicated Parking Stalls in the Public Parking Lot at 3rd Street and Pine Street- Pinnacle Bank.

#2019-331 - Approving Skid Steer Buy-Back for Streets Division with Central Nebraska Bobcat of Grand Island, Nebraska in an Amount of \$4,659.00.

#2019-332 - Approving Year-End Certification of City Street Superintendent for Determining Incentive Payment for Calendar Year 2019. It was noted that Shannon Rose Callahan, License Number S-1485 has been employed as Grand Island Street Superintendent since August 8, 2011.

#2019-333 - Approving Engineering Consulting Agreement for Stormwater Geospatial Data Collection with JEO Consulting Group, Inc. of Wahoo, Nebraska in an Amount of \$308,898.00.

#2019-334 - Approving Engineering Consulting Agreement for North Moores Creek Wetland Mitigation Bank with Felsburg Holt & Ullevig of Omaha, Nebraska in an Amount of \$96,320.00.

#2019-335 - Approving the Re-establishment of Connection Fees for Subdivided Lots in Bosselville Fifth Subdivision- Sanitary Sewer District No. 530T.

#2019-336 - Approving Amendment No. 1 to Engineering Consulting Agreement for North Road- Old Potash Highway to 13th Street Roadway Improvements; Project No. 2019-P-6 with Alfred Benesch & Company of Lincoln, Nebraska for an Increase of \$133,772.00 and a Revised Contract Amount of \$230,296.00.

#2019-337 - Approving Repairs and Replacement of Flyght Equipment at the Wastewater Treatment Plant with Electric Pump, Inc. of Des Moines, Iowa in an Amount of 34,076.71.

#2019-338 - Approving Purchase of One (1) 2020 Model 36,000 Pound Four Wheel Drive Front End Loader for the Solid Waste Division of the Public Works Department from NMC/Nebraska Machinery Company of Doniphan, Nebraska in an Amount of \$135,825.00.

#2019-339 - Approving Change Order No. 2 for Sycamore Street Underpass Rehabilitation; Project No. 2017-U-1 with The Diamond Engineering Company of Grand Island, Nebraska for an Increase of \$74,820.00 and a Revised Contract Amount of \$1,869,224.38.

#2019-340 - Approving Amendment No. 3 for Engineering Consulting Services Related to Sycamore Street Underpass Rehabilitation with Alfred Benesch & Company of Lincoln, Nebraska for an Amount not to exceed \$52,00.00 and a Revised Contract Amount of \$551,838.00.

#2019-341 - Approving Engineering Consulting Agreement for Custer Avenue- Forrest Street to Old Potash Highway Roadway Improvements; Project No. 2019-P-13 with Olsson, Inc. of Grand Island, Nebraska in an Amount of \$100,900.00.

#2019-342 - Approving Change Order No. 1 for Downtown Sanitary Sewer Rehabilitation- 2019; Project No. 2019-S-1 with Municipal Pipe Tool Co., Inc. of Hudson, Iowa for an Increase of \$19,290.00 and a Revised Contract Amount of \$653,699.00.

#2019-343 - Approving Purchase of One (1) New Commercial 16 foot Mower for the Parks Division of the Parks & Recreation Department from Turfwerks of Omaha, Nebraska in an Amount of \$95,250.00.

#2019-344 - Approving Purchase of One (1) New 2020 1/2 Ton 4WD Pickup for the Parks Division of the Parks & Recreation Department from Husker Auto Group of Lincoln, Nebraska in an Amount of \$30,799.00.

#2019-345 - Approving Request for Proposal for Design Services for New Pickleball Courts at Veteran's Sports Complex Parks & Recreation Department with JEO Consulting Group of Wahoo, Nebraska in an Amount of \$26,300.00. Parks and Recreation Director Todd McCoy stated they had advertised for proposals to design eight (8) new pickleball courts at the Veteran's Sports Complex. The Parks and Recreation Department had teamed up with the Grand Island Pickleball Club in planning and support of this project. The club had raised \$70,000 and were continuing fund raising efforts to support this project.

Nita Lechner, 215 Lakeside Drive and Brad Mellema, 2424 South Locust Street spoke in support. Finance Director Patrick Brown answered questions regarding the Food & Beverage money that was available for projects like this.

Motion by Nickerson, second by Hehnke to approve Resolution #2019-345. Upon roll call vote, all voted aye. Motion adopted.

#2019-346 - Approving Request to Place Historical Marker in Ryder Park to Commemorate the 1980 Tornados.

RESOLUTIONS:

#2019-347 - Consideration of Changing City Council Meeting of December 3, 2019 to December 30, 2019. City Administrator Jerry Janulewicz reported that since December 3rd was one week after the November 26th meeting it had been recommended that the City Council move the meeting date to December 30, 2019 at 5:30 p.m. in order to pay claims. Staff recommended approval.

Motion by Schutz, second by Paulick to approve Resolution #2019-347. Upon roll call vote, all voted aye. Motion adopted.

#2019-348 - Consideration of Approving Wastewater Cost of Service Based Rates. Public Works Director John Collins reported that the Wastewater Division was an enterprise fund with no property tax dollars used to support the division. A cost of service based rate study was performed by Black & Veatch of Kansas City, Missouri. The final report included average recommended rate increases for fiscal years 2020 through 2023.

January 1, 2020- 3.5%
October 1, 2020- 3.5%
October 1, 2021- 3.0%
October 1, 2022- 3.0%
October 1, 2023- 2.5%

It was recommended that the first year of rate adjustments would go into effect January 1, 2020.

Introduced was Anna White from Black & Veatch who gave a PowerPoint presentation of the Wastewater Cost of Service Based Rates Study.

Motion by Haase, second by Paulick to postpone this item to the December 10, 2019 Study Session. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Hehnke to approve the payment of claims for the period of October 23, 2019 through November 12, 2019 for a total amount of \$4,993,683.13. Discussion was held regarding a claim on page 33 (check #6515) to Five Points Bank in the amount of

\$4,500.00 for volunteer gift cards. Councilmembers Paulick, Stelk, Haase, and Jones voted no on that claim. Upon roll call vote on all other claims, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 9:23 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, November 26, 2019

Council Session

Item G-2

Approving Appointment of Sara White to the Library Board

Mayor Steele has submitted the appointment of Sara White to the Library Board to replace Sapna Purawat. The appointment would become effective immediately upon approval by the City Council and would expire on June 30, 2020.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, November 26, 2019

Council Session

Item G-3

#2019-349 - Approving Preliminary and Final Plat and Subdivision Agreement for Ellington Pointe

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: November 26, 2019

Subject: Ellington Pointe Subdivision – Preliminary and Final Plat

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

Background

This property is located south of 13th Street and west of North Road in Grand Island, Nebraska. (Preliminary Plat 41 lots, 1 outlot, 14.3 acres Final Plat 41 Lots, 1 outlot, 14.3 Acres). This property is zoned R3-Medium Density Residential and R1-Suburban Density Residential. A tract of land consisting of all of Lot 2 Hanover Second Subdivision and all of Lots 2 and 4 Hanover Third Subdivision all in City Grand Island, Hall County, Nebraska.

Discussion

The preliminary and final plats for Ellington Pointe Subdivision were considered at the Regional Planning Commission at the November 6, 2019 meeting

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

A roll call vote was taken and the motion passed with 10 members present and voting in favor (O'Neill, Nelson, Ruge, Maurer, Robb, Monter, Rubio, Hendricksen, Randone and Kjar) 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

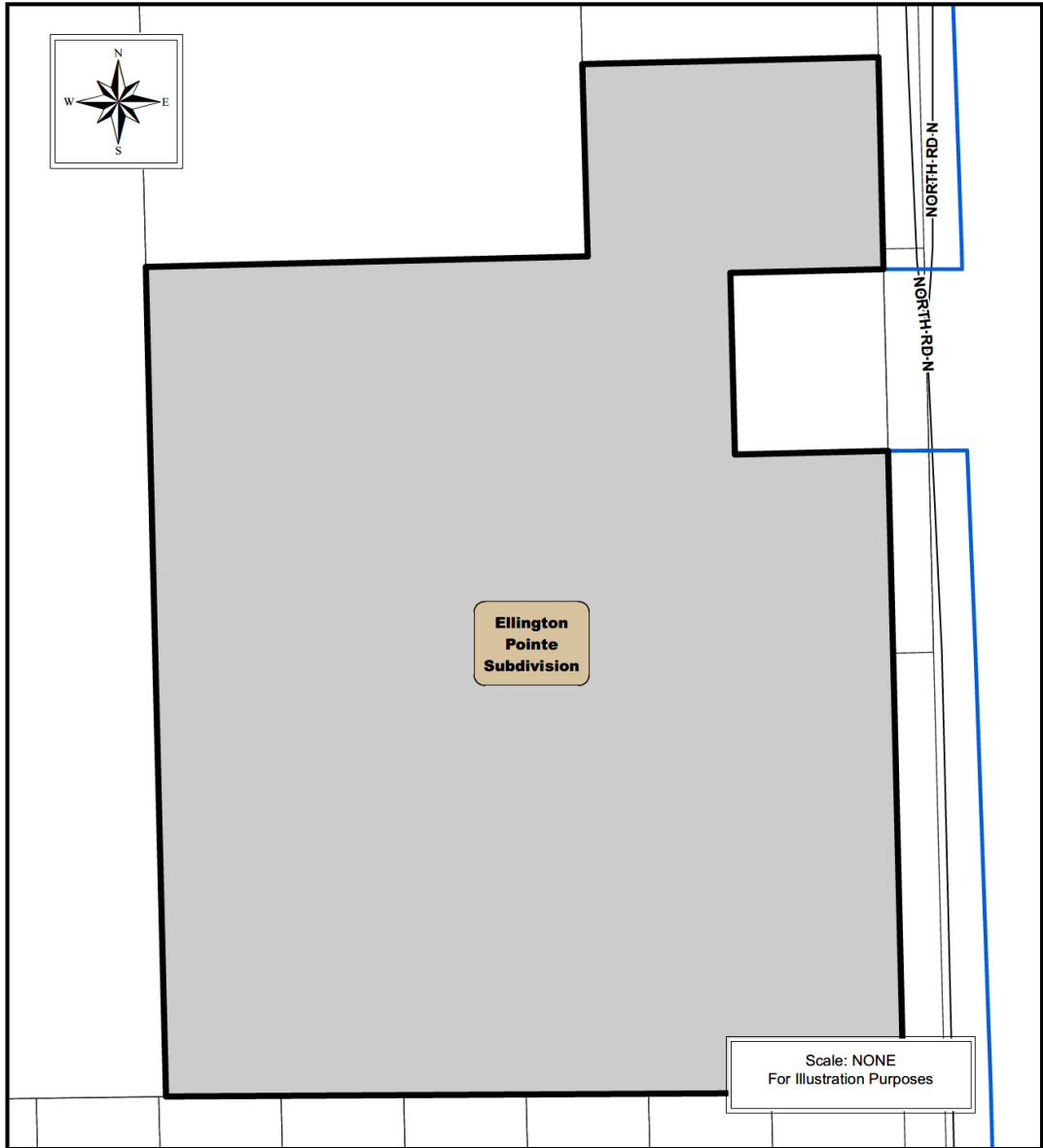
Recommendation

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

Sample Motion

Move to approve as recommended.

**PROPOSED SUBDIVISION
LOCATION MAP**



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

Developer/Owner

Perseverence LLC, and Andrew Eiler
4801 West Chapman Rd.
Grand Island, NE 68803

To create

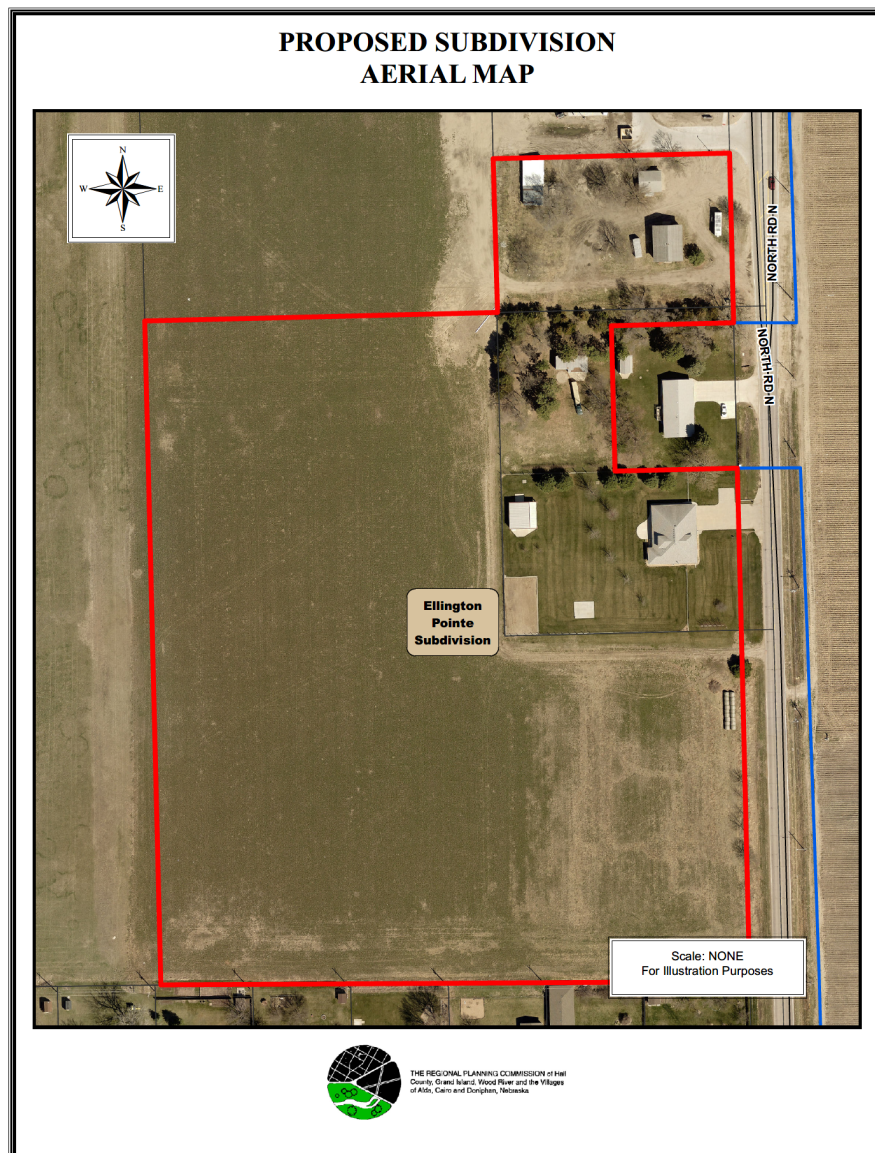
Size: Preliminary Plat 41 lots, 14.3 acres Final Plat 41 lots, 14.3 Acres

Zoning: R3 Medium Density Residential and R1 Suburban Density Residential

Road Access: New 37' City Streets will be constructed with this subdivision.

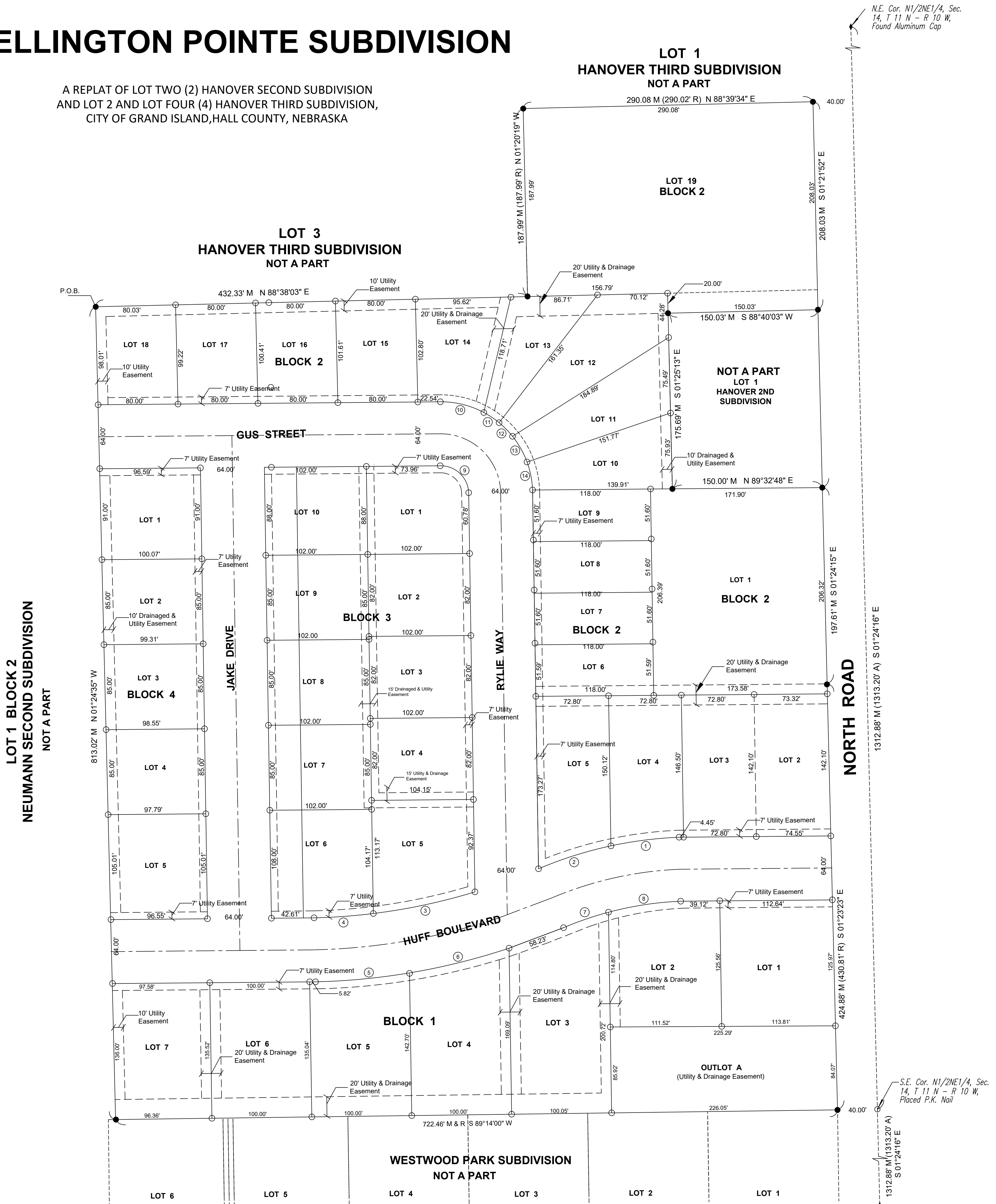
Water Public: City water is available and will be extended to all lots.

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



ELLINGTON POINTE SUBDIVISION

A REPLAT OF LOT TWO (2) HANOVER SECOND SUBDIVISION,
AND LOT 2 AND LOT FOUR (4) HANOVER THIRD SUBDIVISION,
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



LEGAL DESCRIPTION

A Replat of land consisting of Lot Two (2) Hanover Second Subdivision and Lot Two (2) and Lot Four (4) Hanover Third Subdivision, In the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the Northwest Corner of Lot Four (4) Hanover Third Subdivision, Said point being the Point of Beginning; Thence N 88°38'03" E along the North line Lot Four (4) Hanover Third Subdivision, a distance of Four Hundred Thirty Two and Thirty Three Hundredths (432.33') Feet; Thence N 01°20'19" W, a distance of One Hundred Eighty Seven and Ninety Nine Hundredths (187.99) feet; Thence N 88°39'34" E, a distance of Two Hundred Ninety and Eight Hundredths (290.08) feet; Thence S 01°21'52" E, a distance of Two Hundred Eight and Three Hundredths (208.03) feet; Thence S 88°40'03" W, a distance of One Hundred Fifty and Three Hundredths (150.03) feet; Thence S 01°25'13" E, a distance of One Hundred Seventy Five and Sixty Nine Hundredths (175.69) feet; Thence N 89°32'48" E, a distance of One Hundred Fifty (150.00) feet; Thence S 01°24'15" E, a distance of One Hundred Ninety Seven and Sixty One Hundredths (197.61) feet; Thence S 01°23'23" E, a distance of Four Hundred Twenty Four and Eighty One Hundredths (424.88) feet; Thence S 89°42'00" W, a distance of Seven Hundred Twenty Two and Forty Three Hundredths (722.43) feet; Thence N 01°24'35" W, a distance of Eight Hundred Thirteen and Seven Hundredths (813.07) feet to the Point of Beginning, Said tract contains a area of 618116.252 Square Feet or 14.189 Acres More or Less.

CURVE	DELTA	LENGTH	RADIUS	BEARING	CHORD
1	9°51'44"	68.85'	400.00'	S 82°48'32" W	68.77'
2	10°54'07"	76.11'	400.00'	S 72°25'37" W	75.99'
3	10°08'40"	106.23'	600.00'	S 78°06'07" W	106.09'
4	5°28'37"	57.35'	600.00'	S 85°54'45" W	57.33'
5	8°09'31"	94.55'	664.00'	S 84°34'17" W	94.47'
6	8°51'55"	102.74'	664.00'	S 76°03'33" W	102.64'
7	8°07'07"	47.61'	336.00'	S 71°02°08" W	47.57'
8	32°29'02"	73.21'	336.00'	S 81°20'17" W	73.07'
9	88°48'51"	48.45'	28.00'	S 46°54'51" E	38.19'
10	28°10'39"	45.24'	92.00'	S 76°07'48" E	44.79'
11	11°27'34"	18.40'	92.00'	S 56°19'04" E	18.37'
12	11°57'15"	19.19'	92.00'	S 44°36'56" E	19.16'
13	18°25'35"	29.59'	92.00'	S 29°25'45" E	29.46'
14	17°49'15"	28.68'	92.00'	S 11°18'32" E	28.50'

CURVE TABLE

SURVEYORS CERTIFICATE

I hereby certify that to the best of my knowledge and belief, the accompanying plat is from an accurate survey of the described property made under my supervision.

Brent D. Cyboron Reg Land Surveyor LS - 727

Legend

- - Corner Found 1/2" Pipe Unless Otherwise Noted
 ○ - 1/2 Rebar Placed W/Survey Cap Unless Otherwise Noted
 ● - Temporary Point
 All Distances on Curves are
 Chord Distance
 R - Recorded Distance
 M- Measured Distance

SUBDIVISION INFORMATION

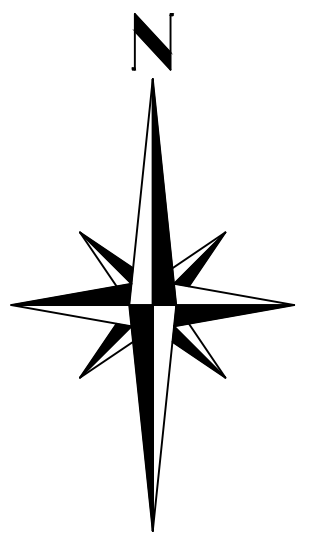
OWNER: Perseverance LLC & Andrew J. Eiler & City of Grand Island
PROPOSED LAND USE: Residential Development
TOTAL LOTS: 41 Residential Lots
1 Outlot
ENGINEER: Terry Brown E-8731 Alfred Benesch & Company
SURVEYOR: Brent Cyboron LS-727 Initial Point Surveying LLC

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

LOCATION:	PART OF LOT TWO (2) HANOVER SECOND SUBDIVISION AND LOT TWO (2) AND LOT FOUR (4) HANOVER THIRD SUBDIVISION			
TITLE:	PRELIMINARY PLAT			
SCALE: AT A3: 1" = 50'	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">DATE: 6/10/19</td> <td style="width: 25%;">DRAWN: Brent C.</td> <td style="width: 50%;">PAGE: 1 OF 3</td> </tr> </table>	DATE: 6/10/19	DRAWN: Brent C.	PAGE: 1 OF 3
DATE: 6/10/19	DRAWN: Brent C.	PAGE: 1 OF 3		
BENESCH PROJECT NO: 111908.00	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">DRAWING NO: 19-002</td> <td style="width: 50%;">REVISION: 7/3/19 10/28/19</td> </tr> </table>	DRAWING NO: 19-002	REVISION: 7/3/19 10/28/19	
DRAWING NO: 19-002	REVISION: 7/3/19 10/28/19			

ELLINGTON POINTE SUBDIVISION

A REPLAT OF LOT TWO (2) HANOVER SECOND SUBDIVISION AND
LOT 2 AND ALL OF LOT FOUR (4) HANOVER THIRD SUBDIVISION,
CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA



Scale 1" = 60'



CURVE	DELTA	LENGTH	RADIUS	BEARING	CHORD
1	9°51'44"	68.85'	400.00'	S 82°48'32" W	68.77'
2	10°54'07"	76.11'	400.00'	S 72°25'37" W	75.99'
3	10°08'40"	106.23'	600.00'	S 78°06'07" W	106.09'
4	5°28'37"	57.35'	600.00'	S 85°54'45" W	57.33'
5	8°09'31"	94.55'	664.00'	S 84°34'17" W	94.47'
6	8°51'55"	102.74'	664.00'	S 76°03'33" W	102.64'
7	8°07'07"	47.61'	336.00'	S 71°02'08" W	47.57'
8	12°29'02"	73.21'	336.00'	S 81°20'14" W	73.07'
9	88°49'31"	43.45'	28.00'	S 46°34'55" E	39.19'
10	28°10'39"	45.24'	92.00'	S 76°07'48" E	44.79'
11	11°27'34"	18.40'	92.00'	S 56°19'04" E	18.37'
12	11°57'15"	19.19'	92.00'	S 44°36'56" E	19.16'
13	18°25'35"	29.59'	92.00'	S 29°25'45" E	29.46'
14	17°49'15"	28.68'	92.00'	S 11°18'32" E	28.50'

CURVE TABLE

Legend

- - Corner Found 1/2" Pipe Unless Otherwise Noted
 ○ - 1/2 Rebar Placed W/Survey Cap Unless Otherwise Noted
 ● - Temporary Point
 All Distances on Curves are
 Chord Distance
 R - Recorded Distance
 M- Measured Distance

SUBDIVISION INFORMATION

OWNER: Perseverance LLC & Andrew J. Eiler & City of Grand Island
PROPOSED LAND USE: Residential Development
TOTAL LOTS: 41 Residential Lots
1 Outlots
ENGINEER: Terry Brown E-8731 Alfred Benesch & Company
SURVEYOR: Brent Cyboron LS-727 Initial Point Surveying LLC

<h2 style="margin: 0;">INITIAL POINT SURVEYING LLC</h2> <p style="margin: 5px 0 0 0;">410 S. Webb Rd.; Suite 4B Grand Island, NE 68803 308-383-6754 Cell 308-675-4141 Office</p>			
<p>LOCATION: TWO (2) HANOVER SECOND SUBDIVISION AND LOT 2 & LOT FOUR (4) HANOVER THIRD SUBDIVISION</p>			
<h3 style="margin: 0;">TITLE: ELLINGTON POINTE FINAL PLAT</h3>			
SCALE AT A.S.: 1" = 60'	DATE: 4/30/19	DRAWN: Brent C.	PAGES: 1 OF 2
GENESEE PROJECT NO: 111908-00	DRAWING NO: 19-002		DATE: 7/31/19 10/30/19

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

ELLINGTON POINTE SUBDIVISION

(Block 1, Lots 1-7, Block 2, Lots 1-19, Block 3, Lots 1-10, Block 4, Lots 1-5, Outlot A)

In the City of Grand Island, Hall County Nebraska

The undersigned, PERSEVERANCE L.L.C., a Nebraska Limited Liability Company and ANDREW JACOB EILER and THE CITY OF GRAND ISLAND, 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 Tract of land consisting of Lot Two (2) Hanover Second Subdivision and Lot Two (2) and Lot Four (4) Hanover Third Subdivision, in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

Commencing at the Northwest Corner of Lot Four (4) Hanover Third Subdivision, Said point being the Point of Beginning; Thence N 88°38'03" E along the North line Lot Four (4) Hanover Third Subdivision, a distance of Four Hundred Thirty Two and Thirty Three Hundredths (432.33') Feet; Thence N 01°20'19" W, a distance of One Hundred Eighty Eight and Nine Hundredths (180.09') feet; Thence N 88°39'34" E, a distance of Two Hundred Ninety and Eight Hundredths (290.08') feet; Thence S 01°21'52" E, a distance of Two Hundred Eight and Three Hundredths (208.03') feet; Thence S 88°40'03" W, a distance of One Hundred Fifty and Three Hundredths (150.03') feet; Thence S 01°25'13" E, a distance of One Hundred Seventy Five and Sixty Nine Hundredths (175.69') feet;

Thence N 89°32'48" E, a distance of One Hundred Fifty (150.00') feet; Thence S 01°24'15" E, a distance of One Hundred Ninety Seven and Sixty One Hundredths (197.61') feet; Thence S 01°23'23" E, a distance of Four Hundred Twenty Four and Eighty Eight Hundredths (424.88') feet; Thence S 89°14'00" W, to the South East corner Neumann Second Subdivision, a distance of Seven Hundred Twenty Two and Forty Three Hundredths (722.43') feet; Thence N 01°24'35" W, a distance of Eight Hundred Thirteen and Seven Hundredths (813.07') feet to the Point of Beginning, Said tract contains an area of 644651.454 Square Feet or 14.799 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 ELLINGTON POINTE 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 ELLINGTON POINTE 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 Gus Street, Riley Way, Jake Drive and Huff Boulevard in accordance with plans and specifications approved by the City's Director of Public Works, and subject to the City's inspection and subject to the City's inspection with a minimum back of curb to back of curb width of 37 feet. If the Subdivider fails to pave Gus Street, Riley Way, Jake Drive and Huff Boulevard, 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 North Road where it abuts 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. In the event that improvements have not been made to North Road by January 1, 2024 the subdivider shall request a drainage improvement district or cause the Detention Cell located on Outlot A to be connected to the City's storm water drainage system located on the east side of North Road.

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.

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

Street Name	Curb sidewalk	Conventional Sidewalk	Sidewalk Requirement Waived by Council
North Road			Yes
Huff Boulevard			NO
Gus Street			NO
Riley Way			NO
Jake Drive			NO

Immediate sidewalk construction adjacent to North Road shall be waived. However, the sidewalks shall be constructed when the property owner is directed to do so by the City Council. In the event a Street Improvement District is created to pave North Road, the Subdivider agrees to install public sidewalks within one year of the completion of such street improvement district in accordance with the City of Grand Island Sidewalk Policy.

6. **Outlots.** Outlot A is designated as a detention cell and maintenance shall be the responsibility of the Subdivider or Home Owners Association.

7. **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.

8. **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.

9. **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 ELLINGTON POINTE 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.

10. **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.

PERSEVERANCE, L.L.C., A NEBRASKA
LIMITED LIABILITY COMPANY,
Subdivider

By: _____
Trent Huff, Member

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 Trent Huff, member of Perseverance L.L.C., a Nebraska Limited Liability Company, known personally to me to be the identical person and such officer who signed the foregoing Subdivision Agreement and acknowledged the execution thereof to be his voluntary act and deed for the purpose therein expressed on behalf of Perseverance, L.L.C.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

ANDREW JACOB EILER, Subdivider

By: _____
Andrew Jacob Eiler

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 Andrew Jacob Eiler, 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.

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

- 6 -

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

WITNESS my hand and notarial seal the date above written.

My commission expires: _____

RESOLUTION 2019-349

WHEREAS PERSERVERANCE, LLC, and ANDREW EILER being the said owners of the land described hereon, have caused the same to be surveyed, subdivided, platted and designated as “ELLINGTON POINTE SUBDIVISION” A Replat of land consisting of Lot Two (2) Hanover Second Subdivision and Lot Two (2) and Lot Four (4) Hanover Third Subdivision, commencing at the Northwest Corner of Lot (4) Hanover Third Subdivision Quarter of the Northwest Quarter (NW1/4,NW1/4) of Section 8, Township Ten (10) North, Range Nine (9) West of the 6th P.M., 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 ELLINGTON POINTE 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, November 26, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 26, 2019	☐ City Attorney



City of Grand Island

Tuesday, November 26, 2019

Council Session

Item G-4

**#2019-350 - Approving Platte Generating Station Coal Combustion
Residual Groundwater Services Assessment of Corrective
Measures - Task 12**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: November 26, 2019

Subject: Platte Generating Station Coal Combustion Residual (CCR) Groundwater Services - Assessment of Corrective Measures

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

Background

On April 17, 2015, the U.S. Environmental Protection Agency (EPA) published the final rule for the regulation and management of Coal Combustion Residual (CCR) under the Resource Conservation and Recovery Act (RCRA). The rule became effective on October 19, 2015. In general, CCR compliance activities include publication of public information on the web, signage, groundwater sampling, and impoundment structural and safety assessment is required for the Platte Generating Station (PGS).

Platte Generating Station personnel reviewed the regulations and determined consulting services were needed to meet the CCR Rule compliance schedule. HDR Engineering was hired as the sole source to ensure timeliness, high quality and consistency among other electric utilities and independent power producers in Nebraska.

Discussion

On September 27, 2016 Council Approved HDR Engineering to complete Tasks 1-4 to include ground water sampling, review of the Ash Landfill Closure Plan, Post-Closure Plan, and Run on/run off Control System Plan for a cost not to exceed \$86,290.00.

On September 24, 2019, Council approved HDR Engineering to complete Tasks 5-9 to include groundwater sampling, fugitive dust control, alternative source demonstration (ASD) investigation, statistical analysis reporting, and preparation of a conceptual site model of the hydrologic and hydro-geochemical setting of the PGS Ash Landfill including evaluation of the results of the model for a cost not to exceed \$189,960.00.

On October 8, 2019, Council approved HDR Engineering to complete Task 10 to include preparation for the Title 132 Permit Renewal Application and amend the CCR Run-On

and Run-Off Control System Plan for a cost not to exceed \$39,970.00. Task 11 was also presented for the CCR 2019 Annual Landfill Inspection and Fugitive Dust Control Reporting for a cost not to exceed \$12,990.00.

To meet the next phase of the CCR Rule for finalizing the Assessment of Corrective Measures (ACM) and update the CCR Groundwater Certifications including the upgradient well MW-10, Task 12 is being presented for a cost not to exceed \$16,600.00.

To ensure the same high quality and consistency for these next phases of the CCR Rule 257.95(g) and NDEE Title 132, it is recommended that HDR Engineering continue with this task. HDR is providing professional consultant services regarding CCR to Omaha Public Power District, Hastings Utilities, Fremont Utilities and the Public Power Generation Agency.

In accordance with City Procurement Code, plant staff recommends that the Council authorize HDR Engineering continue their services as the Consulting Engineer for the Platte Generating Station CCR requirements.

Alternatives

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

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

Recommendation

City Administration recommends that the Council authorize HDR, Inc., of Omaha, Nebraska, for providing Engineering services to meet the Coal Combustion Residuals Program Assessment of Corrective Measures (ACM) and Groundwater Certification for Platte Generating Station for a fee not to exceed \$16,600.00.

Sample Motion

Move to authorize HDR, Inc., of Omaha, Nebraska for providing Engineering Services for the Platte Generating Station Assessment of Corrective Measures and Groundwater Certification for a fee not to exceed \$16,600.00.

RESOLUTION 2019-350

WHEREAS, the U.S. Environmental Protection Agency's Rule for the regulation and management of Coal Combustion Residual (CCR) under the Resource Conservation and Recovery Act (RCRA) became effective on October 19, 2015; and

WHEREAS, personal at the Platte Generating Station reviewed the regulations and determined consulting services were needed to meet the CCR Rule Compliance schedule, and HDR Engineering was hired as the sole source to ensure timeliness, high quality and consistency among other electric utilities and independent power producers in Nebraska; and

WHEREAS, on September 27, 2016 Council approved HDR Engineering to complete task 1-4 to include ground water sampling, review of the Ash Landfill Closure Plan, Post-closure Plan, and Run-on/run-off Control System Plan for a cost not to exceed \$86,290.00

WHEREAS, on September 24, 2019 Council approved HDR Engineering to complete Tasks #5-9 to allow compliance with the CCR Rule in an amount not to exceed \$189,960.00; and

WHEREAS, on October 8, 2019, Council approved HDR Engineering to complete Task 10 to include preparation for the Title 132 Permit Renewal Application and amend the CCR Run-On and Run-Off Control System Plant at a cost not to exceed \$39,970.00; and Task 11 for the CCR 2019 Annual Landfill Inspection and Fugitive Dust Control Reporting for a cost not to exceed \$12,990.00; and

WHEREAS, to meet the next phase of the CCR Rule for finalizing the Assessment of Corrective Measures (ACM) and update the CCR Groundwater Certifications including the upgradient Well MW-11, Task 12 is being presented for a cost not to exceed \$16,660.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that HDR Engineering is authorized to continue with Task 12 associated with the CCR Rule and NDEE Title 132 in an amount not to exceed \$16,660.00.

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

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/>	_____
November 21, 2019	<input type="checkbox"/>	City Attorney



City of Grand Island

Tuesday, November 26, 2019

Council Session

Item G-5

#2019-351 - Approving Acquisition of Public Right-of-Way in the NE Quarter of Section 23, Township 11 North, Range 10 W & in the NW Quarter of Section 23, Township 11 North, Range 10 W- W of North Road/ South of Old Potash Highway (Parcel No. 400200929 & No. 400475308- Eric M & Kenda D Pollock)

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

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

RESOLUTION 2019-351

WHEREAS, public right-of-way is required by the City of Grand Island, from Eric M. and Kenda D. Pollock, for construction of Moores Creek Drainage Ditch extension in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
Eric M. and Kenda D. Pollock- Parcel No. 400200929	A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUTNY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE S01°08'13"E (ASSUMED BEARING) ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 954.05 FEET; THENCE S89°28'15"W PARALLEL WITH AND 80.00 FEET DISTANT FROM THE NORTH LINE OF A TRACT OF LAND AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 97-109582, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR HALL COUNTY, NEBRASKA, A DISTANCE OF 412.90 FEET; THENCE N01°08'13"W PARALLEL WITH AND 412.90 FEET DISTANT FROM SAID EAST LINE, A DISTANCE OF 954.00 FEET TO THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N89°27'48"E ON SAID NORTH LINE, A DISTANCE OF 412.90 FEET TO THE POINT OF BEGINNING, CONTAINING 9.04 ACRES, MORE OR LESS, WHICH INCLUDES 1.01 ACRES, MORE OR LESS, OF CURRENTLY OCCUPIED PUBLIC ROAD RIGHT-OF-WAY.	\$220,825.00
Eric M. and Kenda D. Pollock- Parcel No. 400475308	A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, ALL IN SECTION 23, TOWNSHIP 11 NORTH, RANGE 10 WEST OF THE SIXTH P.M., HALL COUTNY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE S89°16'47" W (ASSUMED BEARING) ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 34.89 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 201508859, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR HALL COUNTY, NEBRASKA; THENCE N01°04'39"W ON THE WEST LINE OF SAID TRACT OF LAND, A DISTANCE OF 80.00 FEET; THENCE N89°16'47"E PARALLEL WITH AND 80.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 34.90 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE N89°16'26"E PARALLEL WITH AND 80.00 FEET DISTANT FROM THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 1238.31 FEET TO THE WEST LINE OF A TRACT OF LAND AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 201300044, AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR HALL COUNTY, NEBRASKA; THENCE S01°05'45"E ON THE WEST LINE OF SAID TRACT OF LAND, PARALLEL WITH AND 80.00 FEET DISTANT FROM THE EAST LINE OF SAID	\$64,075.00

Approved as to Form ☐ _____
November 22, 2019 ☐ City Attorney

	SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 80.00 FEET TO SAID SOUTH LINE; THENCE S89°16'26"W ON SAID SOUTH LINE, A DISTANCE OF 1238.34 FEET TO THE POINT OF BEGINNING, CONTAINING 2.33 ACRES, MORE OR LESS.	
--	--	--

WHEREAS, agreements for the public right-of-way have been reviewed and approved by the City Legal Department; and

WHEREAS, the cost of such acquisition is \$220,825.00 and \$64,075.00, for a total amount of \$284,900.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the agreements for the public right-of-way on the above described tracts of land, in the amounts of \$220,825.00 and \$64,075.00, for a total amount of \$284,900.00.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

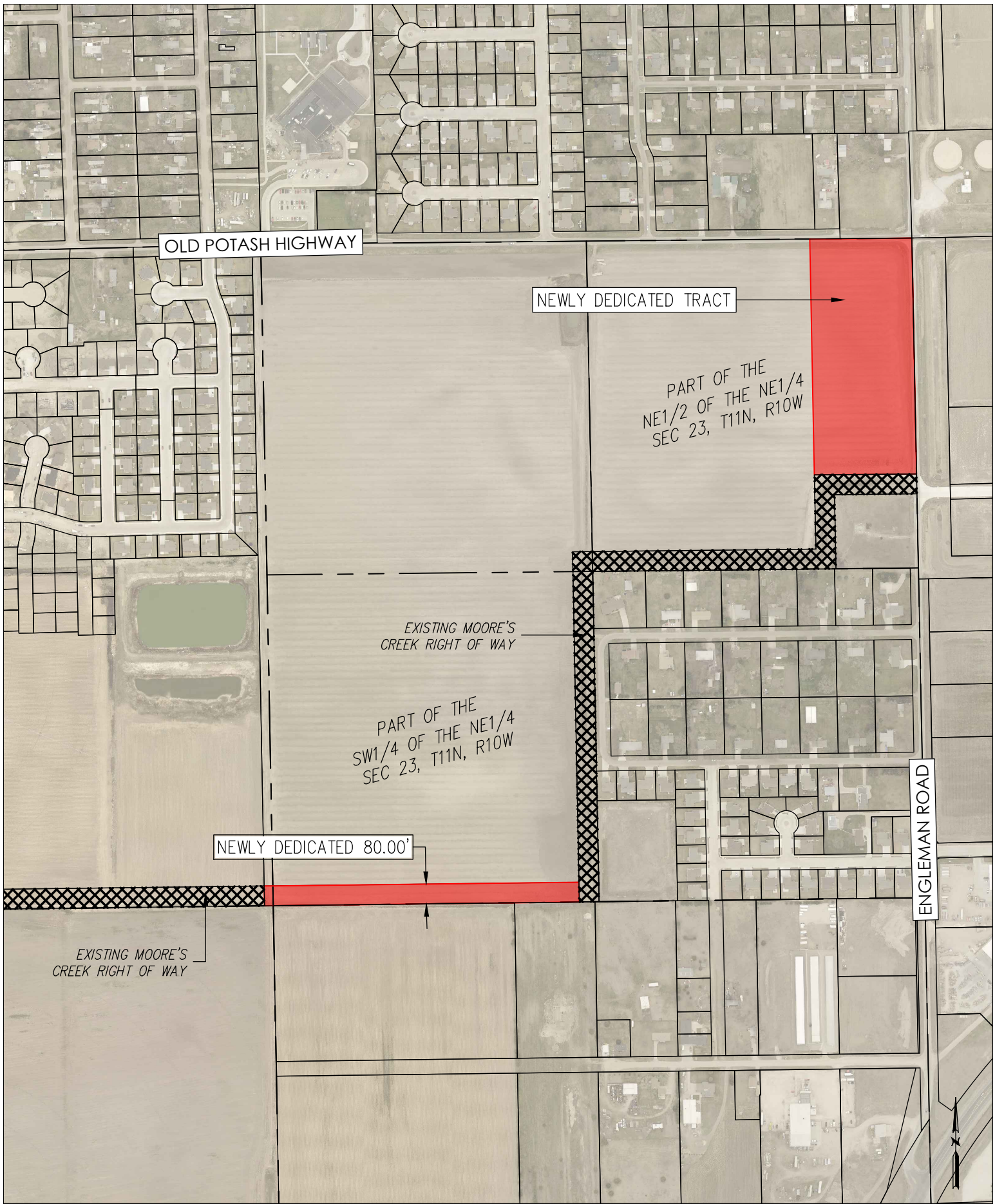
- - -

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

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



RIGHT OF WAY ACQUISITION



City of Grand Island

Tuesday, November 26, 2019

Council Session

Item G-6

**#2019-352 - Approving Removal of Parking Restrictions on
Lafayette Avenue, from State Street to Cottage Street**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 26, 2019

Subject: Approving Removal of Parking Restrictions on Lafayette Avenue, from State Street to Cottage Street

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

Background

Council action is required to designate No Parking on any public street.

A request was submitted in the area of Lafayette Avenue near Grand Island Senior High to remove the parking restrictions on Lafayette Avenue from State Street to Cottage Street, of 2 hour parking from 8:00am- 4:00pm, as shown on the attached sketch.

Discussion

The Public Works Department reviewed the request for this area and concurs with the request to remove the parking restrictions. Letters notifying residents in the area of Lafayette Avenue, from State Street to Cottage Street were mailed on October 23, 2019 requesting input. One resident called the Public Works Administration office stating there was no issue either way with the parking restriction.

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 removal of parking restriction on Lafayette Avenue, from State Street to Cottage Street of 2 hour parking from 8:00am- 4:00pm.

Sample Motion

Move to approve the resolution.

RESOLUTION 2019-352

WHEREAS, the City Council, by authority of §22-77 of the Grand Island City Code, may by resolution, establish parking regulations upon the streets of the City of Grand Island.

WHEREAS, a request was submitted in the area of Lafayette Avenue near Grand Island Senior High to remove the parking restrictions on Lafayette Avenue from State Street to Cottage Street, of 2 hour parking from 8:00am- 4:00pm; and

WHEREAS, the Public Works Department reviewed the request for this area and concurs with the request to remove the parking restrictions; and

WHEREAS, letters notifying residents in the area of Lafayette Avenue, from State Street to Cottage Street were mailed on October 23, 2019 requesting input ;and

WHEREAS, one resident called the Public Works Administration office stating there was no issue either way with the parking restriction.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the removal of parking restriction on Lafayette Avenue, from State Street to Cottage Street of 2 hour parking from 8:00am- 4:00pm is hereby approved.

- - -

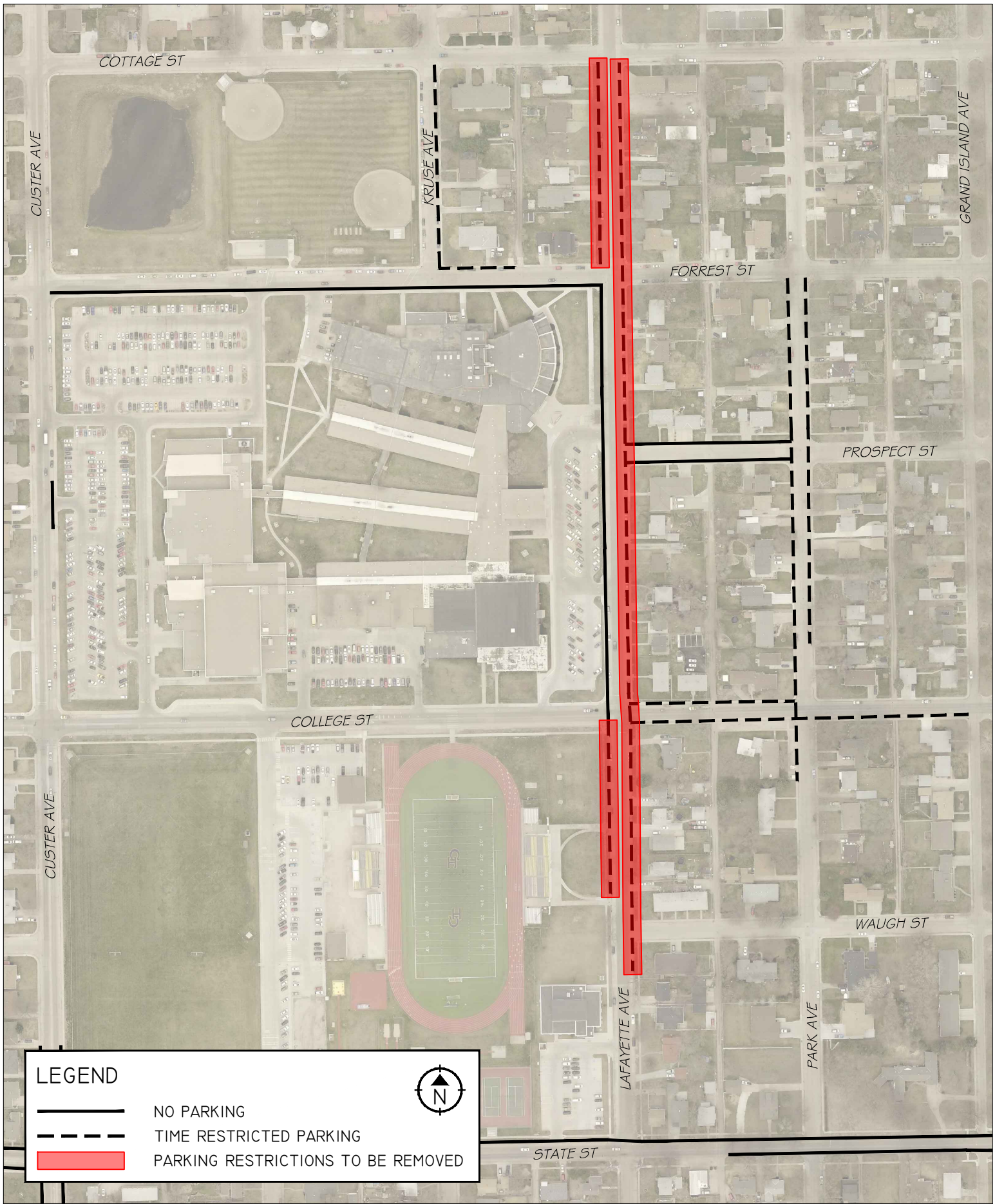
Adopted by the City Council of the City of Grand Island, Nebraska, November 26, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 22, 2019	☐ City Attorney



LAFAYETTE AVENUE PARKING RESTRICTIONS



City of Grand Island

Tuesday, November 26, 2019

Council Session

Item G-7

**#2019-353 - Approving Bid Award for Furnishing Components for
“EIMCO® Type C3D-Full Trough Skimmer Clarifier Mechanism;
Project No. 2019-WWTP-5**

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: November 26, 2019

Subject: Approving Bid Award for Furnishing Components for “EIMCO® Type C3D-Full Trough Skimmer Clarifier Mechanism; Project No. 2019-WWTP-5

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

Background

On September 30, 2019 the Engineering Division of the Public Works Department advertised for bids for Furnishing Components for “EIMCO® Type C3D-Full Trough Skimmer Clarifier Mechanism; Project No. 2019-WWTP-5.

This project involves the rehabilitation of Final Clarifier No. 2. This work has been divided into Phase I and Phase II. This bid is Phase I - parts procurement. Phase II will follow in the near future for the labor and installation of parts procured, and painting of both existing and new clarifier components.

This is the second of three clarifiers to be worked on. The first clarifier to be rehabilitated was Final Clarifier No. 3, which was just recently completed. Final Clarifier No. 1 is scheduled to be rehabilitated next year following the completion of the Final Clarifier No. 2 project.

Discussion

One (1) bid was received and opened on November 12, 2019. The Engineering Division of the Public Works Department and the Purchasing Division of the City’s Attorney’s Office have reviewed the bid that was received. A summary of the bid is shown below.

<i>BID SECTION</i>	<i>OVIVO USA, LLC OF SALT LAKE CITY, UT</i>
Base Bid	\$148,854.00

Ovivo’s bid is below the Engineer’s Estimate, and it is recommended the base bid be awarded to Ovivo USA.



Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the bid award to Ovivo USA, LLC of Salt Lake City, Utah in the amount of \$148,854.00.

Sample Motion

Move to approve the bid award.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: November 12, 2019 at 2:00 p.m.

FOR: Furnishing of Components for "EIMCO® Type C3D-Full
Trough Skimmer Clarifier Mechanism" Project No. 2019-WWTP-5

DEPARTMENT: Public Works

ESTIMATE: \$170,000.00

FUND/ACCOUNT: 53939954075213

PUBLICATION DATE: September 30, 2019 & October 2, 2019

NO. POTENTIAL BIDDERS: 4

SUMMARY

Bidder: Ovivo USA, LLC
Salt Lake City, UT

Bid Security: Liberty Mutual Ins. Co.

Exceptions: None

Bid Price: \$148,854.00

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

Catrina DeLosh, PW Admin. Assist.
Patrick Brown, Finance Director
Roger Scott, Wastewater Eng. Tech.

P2158

AGREEMENT

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

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published, for **Furnishing Components for "EIMCO® Type C3D-Full Trough Skimmer Clarifier Mechanism"; Project No. 2019-WWTP-5**; and

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

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

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

ARTICLE II. That the City shall pay to the Supplier for the performance of the work embraced in this contract and the Supplier will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of **ONE HUNDRED FORTY EIGHT THOUSAND EIGHT HUNDRED FIFTY FOUR AND 00/100 DOLLARS (\$148,854.00)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

ARTICLE III. The Supplier hereby agrees to act as agent for the City in purchasing materials and supplies for the City for incorporation into the work of this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Supplier shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Supplier. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Supplier shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Supplier's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of **Furnish Components for "EIMCO® Type C3D-Full Trough Skimmer Clarifier Mechanism"; Project No. 2019-WWTP-5**.

ARTICLE IV. Mechanism disassembly / assembly instructions, and preliminary Operations & Maintenance manual shall be submitted by **February 20, 2020**. New manufactured components shall be delivered by **May 30, 2020**. Delivery of all components shall constitute Final Completion.

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

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

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

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

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

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

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

OVIVO USA, LLC

By _____

Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA,

By _____ Date _____
Mayor

Attest: _____
City Clerk

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

_____ Date _____
Attorney for the City

APPENDIX A – TITLE VI NON-DISCRIMINATION -

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

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

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

RESOLUTION 2019-353

WHEREAS, the City of Grand Island invited sealed bids for Furnishing Components for “EIMCO® Type C3D-Full trough Skimmer Clarifier Mechanism; Project No. 2019-WWTP-5, according to plans and specifications on file with the Public Works Department; and

WHEREAS, on November 12, 2019 bids were received, opened, and reviewed; and

WHEREAS, Ovivo USA, LLC of Salt Lake City, Utah submitted a bid in accordance with the terms of the advertisement of bids and plans and specifications and all other statutory requirements contained therein, such bid being in the amount of \$148,854.00; and

WHEREAS, such bid is deemed to be in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Ovivo USA, LLC of Salt Lake City, Utah in the amount of \$148,854.00 for Furnishing Components for “EIMCO® Type C3D-Full trough Skimmer Clarifier Mechanism; Project No. 2019-WWTP-5 is hereby approved as the lowest responsible bid.

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

- - -

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

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 22, 2019	☐ City Attorney



City of Grand Island

Tuesday, November 26, 2019

Council Session

Item I-1

#2019-354 - Consideration of Approving Economic Development Incentive Agreement with Premium Plant Services, Inc.

Staff Contact: Jerry Janulewicz

Council Agenda Memo

From: Jerry Janulewicz, City Administrator

Meeting: November 26, 2019

Subject: Approving Economic Development Incentive Agreement with Premium Plant Services, Inc.

Presenter(s): Jerry Janulewicz, City Administrator

Background

At the November 6, 2012 General Election, the voters of the City of Grand Island approved LB840 funding to enable the City to extend economic development incentives through the Grand Island Area Economic Development Corporation (GIAEDC). The Economic Development Corporation has received an application from Premium Plant Services, Inc., located at 1012 Claude Road for job creation. On September 19, 2019, the Executive Board of the GIEDC approved submission of the attached Economic Development Agreement to the Citizens Advisory Review Committee (CARC) for consideration and recommendation. The CARC met on September 26, 2019 and approved the request and Agreement for recommendation to the City Council for final action and approval.

Discussion

Premium Plant Services, Inc. has submitted the required LB-840 application (see attached) for a forgivable loan in the amount of \$102,000.00. Proposed is the creation of 12 full-time equivalent (FTE) employees with an average hourly wage of \$21.50. Requested is \$102,000.00 for job creation to be paid over four years.

Premium Plant Services, Inc. currently has 100 employees across the U.S. This company is an industrial cleaning service that helps industrial plants operate at their best. Since 1981, Premium Plant Services, Inc. has provided the highest quality hydroblasting service for plant process operators and managers across the Upper Midwest. Premium Plant Services, Inc. has grown to also offer complete industrial cleaning services, from sandblasting to vacuuming.

Alternatives

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

1. Move to approve the Economic Development Agreement with Premium Plant Services, Inc.
2. Do not approve the Economic Development Agreement with Premium Plant Services, Inc.
3. Postpone the issue to future date.
4. Take no action on the issue.

Recommendation

City Administration recommends that the Council consider the resolution authorizing the City to enter into the Economic Development Agreement with Premium Plant Services, Inc.

Sample Motion

Move to approve the resolution authorizing the City to enter into the Economic Development Agreement with Premium Plant Services, Inc.



Grand Island Area Economic Development Corporation LB-840 Application

The Grand Island Area Economic Development Corporation's mission is to facilitate the creation of jobs and economic opportunities for the regional trade area.

Part I. GENERAL INFORMATION

APPLICANT IDENTIFICATION

Company Name: Premium Plant Services, Inc.

Mailing Address: 1336 E. 31st St

City: Hibbing State: MN Zip Code: 55746

Phone: 218263-4444

Applicant Website: premiumplantservices.com

Business Classification (select all that apply):

- | | | | |
|---------------------------------------|--|--|--------------------------------|
| <input type="checkbox"/> New Business | <input checked="" type="checkbox"/> Expansion of Existing Business | <input type="checkbox"/> Spec Building | <input type="checkbox"/> Other |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership | <input type="checkbox"/> Proprietor | <input type="checkbox"/> Other |

Is this the business's first venture in Grand Island / Hall County? Yes ☒ No ☐

Is this the business's first venture in Nebraska? Yes ☒ No ☐

Does the business have a parent or subsidiaries? Yes ☐ No ☒

If yes, Name of Parent or Subsidiary Company: HERE

Mailing Address: HERE

City: HERE State: HERE Zip Code: HERE

MAIN CONTACT INFORMATION

Name: James Schwindeman

Connection to Business: VP

Mailing Address: 1336 E. 31st St

City: Hibbing State: MN Zip Code: 55746

Company Name: Premium Plant Services, Inc

Projected Completion Date: 9/1/2019

A handwritten signature in black ink, appearing to be 'JS', is written over the bottom right portion of the form.

Date Application Submitted: 5AUG2019

Email Address: jschwindeman@premiumplantservices.com
Number: 2182634444

Phone

Part II. PROJECT INFORMATION

LOCATION

Address of proposed project: 1012 Claude Rd, Grand Island, NE 68803

The proposed project is located:

- ☒ Within Grand Island city limits
☐ Outside of city limits, but within a two (2) mile jurisdiction
☐ Outside the zoning jurisdiction of Grand Island

Do you currently own the land of proposed project: Yes ☐ No ☒
Do you currently own the building of the proposed project: Yes ☐ No ☒

JOB CREATION

Current number of full time employees at Grand Island location: 0
Number of new positions being created at Grand Island location: 12

On a separate document, identify the employment positions being added, number of employees per position and wage per position.

Supporting documentation submitted: Yes ☒ No ☐

Describe any benefit packages available to new employees: 401k, Health ins., Dental, Short term Disability

PROJECT SUMMARY

On a separate document, provide a brief narrative describing the project for which LB-840 funds are being requested.

Narrative provided: Yes ☒ No ☐

Company Name: Premium Plant Services, Inc

Projected Completion Date: 9/1/2019



Date Application Submitted: HERE

PROJECT INVESTMENT

Land purchase price:	\$N/A
New facility construction expense:	\$N/A
Building purchase / renovation expense:	\$8500
Other infrastructure improvements: (parking lot, curb & gutter, landscaping, etc.)	\$N/A
New machinery / equipment expense:	\$225000
Other:	\$N/A

TOTAL INVESTMENT: \$233500

SUPPORTING DOCUMENTATION

Please include the following documents as attachments to the LB-840 application. The documents below must be submitted with your application to be considered complete. These documents will only be viewed by the GIAEDC President, Executive Board, Citizen's Review Committee Chairperson, city Finance Director, and the City Administrator.

- ☒ Business plan outlining product supply chain
- ☒ Articles/certificate of formation/incorporation
- ☒ Bylaws/operating agreement/partnership agreement
- ☒ 3 year pro forma
- ☒ Profit/ loss summary
- ☒ Balance sheet
- ☒ Cash flow statement
- ☒ Projected sales
- ☒ Brief resume of management team to be placed in Grand Island
- ☐ Other impacts on the area's economy
- ☐ Grand Island Area Economic Development membership application

Company Name: HERE

Projected Completion Date: HERE



Date Application Submitted: 5AUG2019

I hereby represent, this application and supporting information is accurate, and may be relied upon by representatives of the Grand Island Area Economic Development Corporations and the City of Grand Island.

I further represent that there is no legal action underway or being contemplated that would impact the capacity of this company to effectively proceed with this project.

Dated this 5 day of AUG, 2019.

By: J. Schwindeman 

Its: _____

As the President of the Grand Island Area Economic Development Corporation, I hereby represent that I have received and reviewed this application and its supporting information requesting the City of Grand Island's LB-840 funds.

Dated this 5 day of August, 2019.

By: D. Tyler 

Its: President

Company Name: Premium Plant Services, Inc

Projected Completion Date: 9/1/2019 

PART IV. APPROVAL OF AREA AGENCIES

Reviewed by the Grand Island Area Economic Development Elected Trustees

Date of review: 9.19.2019

Comments:

Approved ☒

Disapproved ☐

Signature of Chairman:



Reviewed by the Citizen's Review Committee

Date of Review: 9.26.2019

Comments:

Approved ☒

Disapproved ☐

Signature of Chairman:



Referred to the Grand Island City Council

Date of Review:

Comments:

Approved ☐

Disapproved ☐

Signature of Mayor:

Mayor Roger G. Steele

Company Name: Premium Plant Services, Inc

Projected Completion Date: 9/1/2019

Premium Plant Services

Premium Plant Services is an industrial cleaning service company that helps industrial plants operate at their best. Since 1981, Premium has provided the highest quality hydroblasting service for plant process operators and managers across the Upper Midwest. Premium Plant Services has grown to also offer complete industrial cleaning services, from sandblasting to vacuuming.

Premium uses the best and most modern cleaning equipment and specialty devices. Our highly skilled technicians are trained to safely clean industrial plants and bring it back to full operating efficiency. Premium is recognized as the experts at cleaning process equipment. Appropriate cleaning services are always tailored for each piece of equipment within a facility.

Our hydroblasting crews are available for emergencies—as well as for routine hydroblasting and vacuum services—24 hours a day, 7 days a week, 365 days a year. With more than 30 years of experience, all-hours availability and commitment to fast, quality services, Premium is the best choice for all hydroblasting and industrial cleaning projects.

Services Offered:

- Hydroblasting
- Industrial Vacuum Services
- Automated Lancing
- Dry Ice Blasting
- Sandblasting
- Slurry Blasting
- Sponge Blasting
- Surface Chemical Blasting
- Water Reclamation
- Confined Space Rescue





LB840 Funds
Invested:

\$5,994,100

Jobs Created:

1065

Annual Wages
Created:

\$33,565,896

2015-2019
Average Wage:

\$18.81



LB840 Projects

Active:

- ▶ **Hendrix Genetics**
 - ▶ 43 new jobs
- ▶ **GIX Logistics**
 - ▶ 12 new jobs
- ▶ **Zabuni Specialty Coffee Auction**
 - ▶ 10 new jobs
- ▶ **Amur Equipment Finance**
 - ▶ 15 new jobs
- ▶ **Dramco Tool Company**
 - ▶ 7 new jobs





LB840 Balance as of 2/22/2019	\$1,224,508
Hendrix Genetics	(\$83,334)
Amur Equipment Finance	(\$145,000)
Zabuni Specialty Coffee	(\$91,666)
GIX Logistics	(293,334)
Dramco Tool	(\$132,000)
Ending LB840 Balance	\$478,316



LB840 Application
2019



- ▶ Began operations in 1981
- ▶ 100 employees, company-wide
- ▶ PPS Locations:
 - ▶ Hibbing, MN
 - ▶ Cascade, IA
 - ▶ Plover, WI
 - ▶ Tracy, MN





▶ Services include:

- ▶ Hydroblasting
- ▶ Industrial vacuum services
- ▶ Automated lancing
- ▶ Dry ice blasting
- ▶ Sandblasting
- ▶ Sponge blasting
- ▶ Water reclamation
- ▶ Confined space rescue

▶ First operation in Nebraska

▶ New jobs created with LB840: 12

- ▶ Operations Manager: 1
- ▶ Crew Leads: 2
- ▶ Technicians: 9





Eligible Business Activities:

1. The manufacturer of articles of commerce
2. The conduct of research and development
3. The processing, storage, transport, or sale of goods or commodities which are sold or traded in interstate commerce
4. *The sale of services in interstate commerce*
5. Headquarter facilities relating to eligible activities as listed in this section
6. Telecommunication activities
7. End destination tourism-related activities



Proposed LB840 Incentive

- ▶ Job Creation: \$102,000
- ▶ Job Training: \$0
- ▶ Infrastructure: \$0
- ▶ **TOTAL: \$102,000**
 - ▶ Disbursed incrementally through 2023, final audit in 2024
 - ▶ After completion of workforce audits





Proposed LB840 Distribution Schedule

Year	LB840 Category	LB840 Funds Distributed
2019	-	\$0
2020	Job Creation	\$25,000
2021	Job Creation	\$25,000
2022	Job Creation	\$25,000
2023	Job Creation	\$27,000
2024	Final Audit	\$0
TOTAL		\$102,000



Hall County- RIMS II

Additional Employment

1 Job @ Premium Plant Services

= 1.13

Additional jobs created

Additional Earnings

\$1 earned @ Premium Plant Services

= 1.15

Additional wages created

Information as reported by the Bureau of Economic Analysis- U.S. Department of Commerce

Thank You

For your consideration & dedication to Grand Island

ECONOMIC DEVELOPMENT AGREEMENT

THIS ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into effective as of the 5th day of August, 2019 (the "Effective Date"), by and among the City of Grand Island, Nebraska ("City"), the Grand Island Economic Development Corporation ("GIAEDC") and Premium Plant Services, Inc., a Nebraska corporation, doing business as Premium Plant Services ("Company") (City, GIAEDC and Company, each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, on August 5, 2019, Company filed an Application for Economic Development Incentives (the "Application") with City and GIAEDC;

WHEREAS, Company is starting operations in Grand Island;

WHEREAS, the Company agrees to employ at least twelve (12) full-time equivalent employees in Grand Island by the fourth (4th) anniversary of the Effective Date;

WHEREAS, City and GIAEDC find Company derives its principal source of income from the sale of services in interstate commerce and is a qualifying business under City's Economic Development Program, that Company's project qualifies for economic development incentives under the Program, that Company's project will be of substantial economic benefit to the people of Grand Island and the surrounding area, and the economic development incentive plan set forth in this Agreement contributes to the fulfillment of the major objectives of City's Economic Development Plan;

WHEREAS, City and GIAEDC are willing to provide Company with up to \$102,000 in job creation incentives at the times and upon the fulfillment of the conditions set forth in this Agreement provided that Company complies with the terms of this Agreement; and

WHEREAS, in furtherance of the foregoing recitals, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the respective meanings ascribed to them in this Section 1:

(a) "Employment Certificate" shall mean an agreement for the defined period containing the sworn statement of a duly authorized representative of Company specifically setting forth compliance with the terms of this Agreement. The Employment Certificate shall contain the following information and adhere to the following terms: (i) the total number of hours which FTE's worked and total gross compensation received by FTE's for hours worked at Company's facilities in Grand Island during the twelve (12) successive calendar months immediately preceeding the date of the Employment Certificate; and (ii) the hourly rate for all FTE's which shall meet or exceed the Minimum Hourly Rate. Company agrees that upon receipt of written notice pursuant to the terms of this Agreement, Company shall allow the City Administrator or his designee to

personally inspect Company's employment records as confirmation of the statements contained in the Employment Certificate.

(b) "Full-Time Equivalents" or "FTE's" shall mean persons currently employed by Company and persons hired by Company as part of the expansion of its operations to Grand Island as detailed in the recitals to this Agreement. The total number of FTE's shall be determined by dividing the total number of hours Company employees worked at its facilities located in Grand Island by two thousand eighty (2,080).

(c) "Minimum Hourly Rate" shall mean a minimum hourly rate of \$21.50 per hour for each FTE employed as part of Company's expansion of its operations in Grand Island. The hourly rate shall be determined by dividing the total wages and salaries paid to FTE's by two thousand eighty (2,080).

2. Employment Requirements. Company shall meet each of the following employment requirements:

(a) Company shall have a minimum of zero (0) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the Effective Date;

(b) Company shall have a minimum of five (5) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the first (1st) anniversary of the Effective Date;

(c) Company shall have a minimum of ten (10) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the second (2nd) anniversary of the Effective Date; and

(d) Company shall have a minimum of twelve (12) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate as of the third (3rd) anniversary of the Effective Date.

3. Disbursement of LB 840 Funds for Job Creation. Company shall be eligible for disbursements of up to Eight Thousand Five Hundred and 00/100 Dollars (\$8,500) per FTE for twelve (12) FTE's for a total disbursement of One Hundred Two Thousand and No/100 Dollars (\$102,000.00). Disbursement of the economic incentive funds for job creation shall be paid to Company by City in accordance with the following schedule:

(a) A disbursement of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) shall be paid by City to Company within thirty (30) days of the first (1st) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least five (5) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(b) A disbursement of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) shall be paid by City to Company within thirty (30) days of the second (2nd) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least ten (10) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(c) A disbursement of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) shall be paid by City to Company within thirty (30) days of the Third (3rd) anniversary of the Effective Date.

anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least twelve (12) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(d) A disbursement of Twenty-Seven Thousand and 00/100 Dollars (\$27,000.00) shall be paid by City to Company within thirty (30) days of the Fourth (4th) anniversary of the Effective Date provided that Company has delivered an Employment Certificate to City and GIAEDC evidencing that Company has at least twelve (12) FTE's at its facilities in Grand Island being compensated at the Minimum Hourly Rate.

(e) The maximum amount City shall disburse to Company for job creation shall be One Hundred Two Thousand and No/100 Dollars (\$102,000.00).

4. Total Disbursements. The maximum total amount City shall disburse to Company pursuant to this Agreement shall be One Hundred Two Thousand and No/100 Dollars (\$102,000.00).

5. Company's Representations and Warranties. Company represents and warrants to City and GIAEDC as follows:

(a) Organization, Standing and Power. Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Nebraska and has the legal power to carry on its business as it is now being conducted.

(b) Authority. The execution, delivery and performance of this Agreement by Company has been duly and validly authorized and approved by all necessary legal action on the part of Company.

(c) Binding Agreement. This Agreement, when executed and delivered, will constitute the legal, valid and legally binding agreement of Company, enforceable against Company in accordance with its terms.

(d) No Conflict with Other Instruments or Agreements. The execution, delivery and performance of this Agreement by Company will not result in a breach or violation of, or constitute a default under any agreement to which Company is bound, and will not be in violation of any statute, judgment, order, rule or regulation of any court, or any federal, state or other regulatory authority or governmental body having jurisdiction over Company in effect as of the Effective Date.

(e) No Brokers. Company has not retained or agreed to compensate any broker or finder in connection with the transactions contemplated by this Agreement.

(f) Operations. During the term of this Agreement, Company shall maintain operations in Grand Island, Nebraska.

In the event that Company breaches any of the foregoing representations and warranties, all amounts distributed by City to Company pursuant to this Agreement shall immediately become due and owing by Company to City and if unpaid shall accrue interest at the rate of eight percent (8%) per annum until such amounts are repaid in full.

6. Company's Obligation to Repay Funds. The Parties acknowledge and agree that the funds to be provided by City to Company pursuant to this Agreement are being provided in the form of an economic development loan and are subject to repayment in accordance with the

terms and conditions of this Agreement if Company fails to perform its obligations under this Agreement. The Parties further acknowledge and agree that City shall forgive the entire economic development loan disbursed to Company representing a total of One Hundred Two Thousand and No/100 Dollars (\$102,000.00) upon Company meeting the following conditions:

(a) Company shall have complied with the terms and provisions of Sections 2 through 7 of this Agreement in all respects; and

(b) If Company remains in compliance with the terms and provisions of Sections two through seven of this Agreement in all respects, the economic development loan will be forgiven pursuant to the following schedule:

(i) On the Third anniversary of the Effective Date, one-fourth (1/4) or Twenty-Five Thousand and No/100 Dollars (\$25,500.00) of the economic development loan shall be forgiven;

(ii) On the Fourth anniversary of the Effective Date, one-fourth (1/4) or Twenty-Five Thousand and No/100 Dollars (\$25,500.00) of the economic development loan shall be forgiven; and

(iii) On the Fifth anniversary of the Effective Date, one-half (1/2) or Fifty-One Thousand and No/100 Dollars (\$51,000.00) of the economic development loan shall be forgiven.

7. Default. In the event that Company fails to comply with any of the terms of this Agreement, City may declare Company to be in breach. Any such declaration shall be in writing and sent by US Mail or courier to Company at its last known address. In the event that City declares Company to be in breach, City may immediately terminate this Agreement by providing written notice of termination sent by US Mail or courier to Company at its last known address whereupon all amounts distributed by City to Company pursuant to this Agreement shall immediately become due and owing by Company to City and if unpaid shall accrue interest at the rate of eight percent (8%) per annum until such amounts are repaid in full.

8. Actions after Effective Date. From time to time after the Effective Date, without further consideration, each of the Parties will execute and deliver such documents and instruments as any other Party shall reasonably request to give full effect to the transactions contemplated by this Agreement.

9. Term. This Agreement (and all representations, covenants, agreements, obligations and warranties of Company, City and CIAEDC contained in this Agreement), shall remain in full force and effect until the earlier of the date that (a) the entire economic development loan has been forgiven pursuant to Section 8, or (b) Company has repaid all amounts provided to Company pursuant to this Agreement (in the event Company breaches its obligations under this Agreement) (such date, the "Termination Date"). From and after the Termination Date, this Agreement shall be of no further force or effect and no Party shall have any further obligations pursuant to this Agreement.

10. Amendment. No amendment or modification of this Agreement shall be binding on any Party unless the same shall be in writing and signed by all Parties.

11. Communication. Company agrees to inform City and GIAEDC of any changes in Company's address, telephone number, email address or leadership within three (3) business

days of such changes. Company also agrees to fully respond within fifteen (15) calendar days to any request for information from City and/or GIAEDC related to Company's compliance with the terms of this Agreement. All responses to inquiries shall be in writing and provided to City and GIAEDC at the following addresses:

Grand Island City Administrator
100 East First Street
P.O. Box 1968
Grand Island, NE 68802-1968
Cityadministrator@grand-island.com

Grand Island Area Economic Development Corporation
123 North Locust Street, Suite 201B
P.O. Box 1151
Grand Island, NE 68802
mberlie@grandisland.org

12. Indemnification. Company agrees to indemnify, defend and hold City, GIAEDC and their employees, officers, directors, agents, attorneys, affiliates and their respective successors and assigns (collectively, the "Indemnified Parties") harmless from and against any and all loss, liability, obligation, damage, penalty, judgment, claim, deficiency and expense (including interest, penalties, attorneys' fees and amounts paid in settlement) to which the Indemnified Parties may become subject arising out of or based upon a breach or default by Company of this Agreement.

13. Expenses. The Parties shall all pay their respective expenses incident to the preparation, execution and consummation of this Agreement.

14. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns (including, without limitation, any purchaser of, or successor to, Company whether by purchase, merger, consolidation, reorganization, liquidation or any other type of transaction).

15. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16. Non-Waiver. Waiver of or acquiescence by City and/or GIAEDC in any default by Company, or any failure of City and/or GIAEDC to insist upon strict performance by Company of any warranties, agreements or other obligations contained in this Agreement shall not constitute a waiver of any subsequent or other default, failure or waiver of strict performance, whether similar or dissimilar.

17. Relationship of Parties. The Parties have entered into this Agreement solely for the purposes set forth in this Agreement. Nothing contained in this Agreement shall be construed to create or imply any (a) partnership or joint venture by or among of the Parties, or (b) any principal and agency relationship by or among the Parties.

18. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Nebraska, without giving effect to its conflict of laws principles.

19. Entire Agreement. This Agreement and the documents referred to in this Agreement constitute the entire agreement of the Parties respecting the subject matter contained in this Agreement and supersede any prior offers, understandings, agreements or representations by and between the Parties, written or oral, which may have related to the subject matter of this Agreement in any way.

20. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first above written.

Premium Plant Services, Inc.

By: _____
Its: _____

City of Grand Island, Nebraska

By: _____
Its: _____

Grand Island Area Economic Development
Corporation

By: _____
Its: _____

RESOLUTION 2019-354

WHEREAS, on November 6, 2012, the City of Grand Island adopted an Economic Development Program and a Citizens Advisory Review Committee to oversee the process of approving applications for economic development incentives; and

WHEREAS, Premium Plant Services, Inc. has applied for a forgivable loan for job creation in the amount of \$102,000.00 from the Grand Island Area Economic Development Corporation in accordance with the Economic Development Program; and

WHEREAS, such application has been approved by the executive committee of the Economic Development Corporation on September 19, 2019 and was approved on September 26, 2019 by the Citizens Advisory Review Committee; and

WHEREAS, Premium Plant Services, Inc. will be required to meet or exceed employment numbers and employee salary levels as outlined in the Economic Development Agreement to retain all of the economic incentives granted under the agreement; and

WHEREAS, it is in the best interests of the City to provide economic development funding to Premium Plant Services, Inc. as provided by the Grand Island Economic Development Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Economic Development Agreement by and between the City, the Grand Island Area Economic Development Corporation and Premium Plant Services, Inc., to provide \$102,000.00 in economic assistance to Premium Plant Services, Inc. to be used for job creation in Grand Island, is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

- - -

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

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 22, 2019	☐ City Attorney



City of Grand Island

Tuesday, November 26, 2019

Council Session

Item I-2

#2019-355 - Consideration of Approving Amendment to the Redevelopment Plan for CRA No. 2 located South of Husker Highway and West of Locust Street (Bosselman Pump and Pantry, Inc.)

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

Staff Contact: Chad Nabity

RESOLUTION 2019-355

WHEREAS, the City of Grand Island, Nebraska, a municipal corporation and city of the first class, has determined it be desirable to undertake and carry out urban redevelopment projects in areas of the City which are determined to be substandard and blighted and in need of redevelopment; and

WHEREAS, the Nebraska Community Development Law, Chapter 18, Article 21, Nebraska Reissue Revised Statutes of 2007, as amended (the "Act"), prescribes the requirements and procedures for the planning and implementation of redevelopment projects; and

WHEREAS, the City has previously declared Redevelopment Area No. 2 of the City to be substandard and blighted and in need of redevelopment pursuant to the Act; and

WHEREAS, the Community Redevelopment Authority of the City of Grand Island, Nebraska (the "Authority"), has prepared a Redevelopment Plan pursuant to Section 18-2111 of the Act, and recommended the Redevelopment Plan to the Planning Commission of the City; and

WHEREAS, the Planning Commission of the City reviewed the Redevelopment Plan pursuant to the Act and submitted its recommendations, to the City, pursuant to Section 18-2114 of the Act; and

WHEREAS, following consideration of the recommendations of the Authority to the Planning Commission, the recommendations of the Planning Commission to the City, and following the public hearing with respect to the Redevelopment Plan, the City approved the Plan; and

WHEREAS, there has been presented to the City by the Authority for approval a specific Redevelopment Project within the Redevelopment Plan and as authorized in the Redevelopment Plan, such project to be as follows: to construct a new commercial/retail facility all necessary costs for acquisition, site work, 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	▣ _____
November 22, 2019	▣ City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 2 in the city of Grand Island, Hall County, Nebraska, including the Redevelopment Project described above, is hereby determined to be feasible and in conformity with the general plan for the development of the City of Grand Island as a whole and the Redevelopment Plan, including the Redevelopment Project identified above, is in conformity with the legislative declarations and determinations set forth in the Act; and it is hereby found and determined that (a) the redevelopment project in the plan would not be economically feasible without the use of tax-increment financing, (b) the redevelopment project would not occur in the community redevelopment area without the use of tax-increment financing, and (c) the costs and benefits of the redevelopment project, including costs and benefits to other affected political subdivisions, the economy of the community, and the demand for public and private services have been analyzed by the City and have been found to be in the long-term best interest of the community impacted by the redevelopment project. The City acknowledges receipt of notice of intent to enter into the Redevelopment Contract in accordance with Section 18-2119 of the Act and of the recommendations of the Authority and the Planning Commission.
2. Approval of the Redevelopment Plan is hereby ratified and reaffirmed, as amended by this Resolution, and the Authority is hereby directed to implement the Redevelopment Plan in accordance with the Act.
3. Pursuant to Section 18-2147 of the Act, ad valorem taxes levied upon real property in the Redevelopment Project included or authorized in the Plan which is described above shall be divided, for a period not to exceed 15 years after the effective date of this provision, which effective date shall set by the Community Redevelopment Authority in the redevelopment contract as follows:
 - a. That proportion of the ad valorem tax which is produced by levy at the rate fixed each year by or for each public body upon the Redevelopment Project Valuation (as defined in the Act) shall be paid into the funds of each such public body in the same proportion as all other taxes collected by or for the bodies; and
 - b. That proportion of the ad valorem tax on real property in the Redevelopment Project in excess of such amount, if any, shall be allocated to, is pledged to, and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds, loans, notes or advances of money to, or indebtedness incurred by, whether funded, refunded, assumed, or otherwise, such Authority for financing or refinancing, in whole or in part, such Redevelopment Project. When such bonds, loans, notes, advances of money, or indebtedness, including interest and premium due have been paid, the Authority shall so notify the County Assessor and County Treasurer and all ad valorem taxes upon real property in such Redevelopment Project shall be paid into the funds of the respective public bodies.
 - c. The Mayor and City Clerk are authorized and directed to execute and file with the Treasurer and Assessor of Hall County, Nebraska, an Allocation Agreement and Notice of Pledge of Taxes with respect to each Redevelopment Project.

4. The City hereby finds and determines that the proposed land uses and building requirements in the Redevelopment Area are designed with the general purposes of accomplishing, in accordance with the general plan for development of the City, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity; and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of a healthful and convenient distribution of population, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreation and community facilities, and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the 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, November 26, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 26, 2019

Council Session

Item I-3

#2019-356 - Consideration of Approving Amendment to the Redevelopment Plan for CRA No. 17 located on 3 Lots West of Prairie View Street South of Husker Highway (Prataria Ventures, LLC)

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

Staff Contact: Chad Nabity

RESOLUTION 2019-356

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. 17 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 three commercial office buildings and all necessary site work, streets, grading and public infrastructure along with eligible planning expenses and fees associated and other eligible activities 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 _____
November 22, 2019	City Attorney

1. The Redevelopment Plan of the City approved for Redevelopment Area No. 17 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, November 26, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, November 26, 2019
Council Session

Item J-1

Approving Payment of Claims for the Period of November 13, 2019 through November 26, 2019

The Claims for the period of November 13, 2019 through November 26, 2019 for a total amount of \$5,795,654.55. A MOTION is in order.

Staff Contact: Patrick Brown