
City of Grand Island



Tuesday, July 28, 2020 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

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, July 28, 2020

Council Session

Item E-1

Public Hearing on Request from Leo's Market, LLC dba Leo's Market, 218 S. Wheeler Avenue for a Class “D” Liquor License

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

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: July 28, 2020

Subject: Public Hearing on Request from Leo's Market LLC dba
Leo's Market, 218 S Wheeler Avenue for a Class "D"
Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

Leo's Market LLC dba Leo's Market, 218 S Wheeler Avenue has submitted an application for a Class "D" Liquor License. A Class "D" Liquor License allows for the sale of alcohol off sale only inside the corporate limits of the city.

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

Also submitted was a request for Liquor Manager Designation for Dayrin Ramirez, 104 Lakeview Circle Apt. #7. Mr. Ramirez has completed a state approved alcohol server/seller training program. Staff recommends approval of the liquor license contingent upon final inspections and Liquor Manager Designation for Dayrin Ramirez.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for Leo's Market LLC dba Leo's Market, 218 S Wheeler Avenue for a Class "D" Liquor License contingent upon final inspections and Liquor Manager designation for Dayrin Ramirez, 104 Lakeview Circle Apt. #7.



Grand Island Police Department

Officer Report for Incident L20071135

Nature: Liquor Lic Inv

Address: 218 WHEELER AVE S; SANCHEZ
PLAZA RESTAURANT
PANADERIA
Grand Island NE 68801

Location: PCID

Offense Codes:

Received By: Dvorak T

How Received: T

Agency: GIPD

Responding Officers: Dvorak T

Responsible Officer: Dvorak T

Disposition: CLO 07/17/20

When Reported: 10:00:00 07/06/20

Occurred Between: 10:00:00 07/14/20 and 11:00:00 07/14/20

Assigned To:

Detail:

Date Assigned: **/**/**

Status:

Status Date: **/**/**

Due Date: **/**/**

Complainant:

Last:

First:

Mid:

DOB: **/**/**

Dr Lic:

Address:

Race:

Sex:

Phone:

City: ,

Offense Codes

Reported:

Observed:

Circumstances

Responding Officers:

Unit :

Dvorak T

309

Responsible Officer: Dvorak T

Agency: GIPD

Received By: Dvorak T

Last Radio Log: **:*.**:** **/**/**

How Received: T Telephone

Clearance: CL CL Case Closed

When Reported: 10:00:00 07/06/20

Disposition: CLO **Date:** 07/17/20

Judicial Status:

Occurred between: 10:00:00 07/14/20

Misc Entry:

and: 11:00:00 07/14/20

Modus Operandi:

Description :

Method :

Involvements

Date

Type

Description

07/22/20

07/17/20	Name	Sanchez, Filemon	Mentioned
07/17/20	Name	Sanchez Plaza,	Location
07/17/20	Name	Ramirez-Gonzalez, Dayrin Y	New Owner

07/22/20

Narrative

Liquor License Investigation

Grand Island Police Department

Date, Time: 7-14-20

Reporting Officer: Dvorak #309

Unit #: CID

Dayrin Ramirez Gonzalez is purchasing Sanchez Plaza from her father, Filemon Sanchez, and has applied for a Class D; Beer, Wine, Distilled Spirits, Off Sale Only, liquor license.

Responsible LEO:

Approved by:

Date

07/22/20

Supplement

309 Sanchez Plaza

Grand Island Police Department
Supplemental Report

Date, Time: 7-17-20

Reporting Officer: Dvorak #309

Unit #: CID

Dayrin Ramirez Gonzalez is purchasing Leo's Market, DBA Sanchez Plaza, and is applying for a class D liquor license. Dayrin is purchasing the business from her father, Filemon Sanchez. Dayrin will be the store owner, as well as the main employee.

In the application, I observed that Dayrin is married to Joel Segura. The application advised that Joel is not participating in the store business, and is not a co-applicant for the liquor license.

I noted on the application that Ramirez Gonzalez disclosed she has been convicted of a traffic violation in/about 2010 and Disturbing the Peace in/about 2012. No other violations were disclosed. Dayrin indicated she has lived in Grand Island for more than ten years, and has been employed at Sanchez Plaza for at least six years.

I checked Ramirez Gonzalez through Spillman and NCJIS. I found nothing noteworthy in Spillman records. Through NCJIS records, I located a citation for speeding in 2017 that was not disclosed. Dayrin has a valid Nebraska Drivers License, and no outstanding warrants for her arrest. I also checked through a paid Law Enforcement Only database, which tends to provide mostly personal information and details about any ongoing civil issues. No concerns were located.

On July 14th, at 1000, NSP Investigator Jeromy McCoy and I met with Dayrin Ramirez Gonzalez at Sanchez Plaza. Dayrin advised that she has worked at the establishment since at least 2012, mostly in a part time fashion. Dayrin explained that she has been handling the day to day operations, as a manager, since about March of this year, in preparation for the purchase.

Inv McCoy had also located the citation from 2017, and asked Dayrin about it. She advised she must have forgotten about it, and acknowledged the incident. McCoy also asked about an NSP contact for no license on person, and Dayrin again said she likely forgot about that incident, and acknowledged the involvement. Daylin said she got into trouble, when she was about 14 or 15 years old, because she was working here at Sanchez Plaza, and sold alcohol to a minor. McCoy indicated that he found that record through the Liquor Commission records, but it was not on Dayrin's criminal history due to her age at that time. Dayrin indicated she has never sold to a minor again, and knows that she would threaten her liquor license should it happen again. Dayrin said she will educate her staff that they must get identification from every customer that purchases alcohol.

Ramirez Gonzalez indicated she plans to work 10 hour days, 12 out of 14 days, and will only take off one day a week. She indicated the business will be open from 0800-2000 daily. Dayrin indicated that the business does not sell lottery, although pickle cards are available in the adjoining restaurant area. Ramirez

07/22/20

Gonzalez said Sanchez Plaza does sell cigarettes, and she demonstration knowledge of tobacco sales procedures, as well as common alcohol violations and wholesale purchase requirements.

Dayrin disclosed that while she has never filed for bankruptcy, she is currently in collections for one minor bill, and has less than \$100 to pay before that matter is dropped. She indicated that she will be leasing the building and equipment, and received financing through Central Nebraska Credit Union. Dayrin indicated that even though she is purchasing the business from her father, she plans to take it very seriously and will not expect any family favors from Filemon. She also indicated that Filemon will continue to help out at the business periodically, and she can always rely on his experience and knowledge if she encounters any issues.

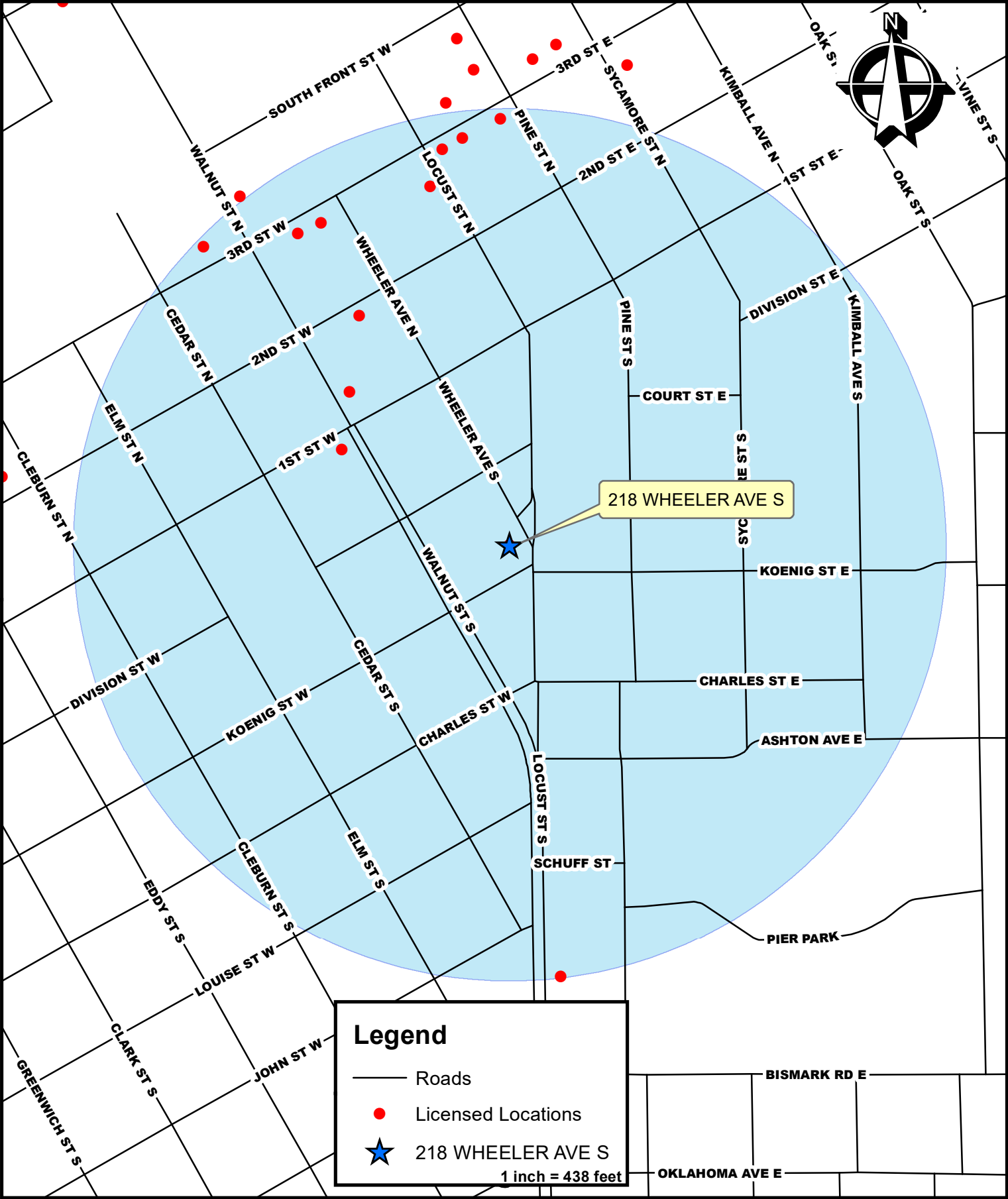
The Grand Island Police Department has no objection to Dayrin Ramirez Gonzalez receiving her Class D liquor license as the new owner, and manager, of Sanchez Plaza.

07/22/20

Name Involvements:**Mentioned :** 14284**Last:** Sanchez**First:** Filemon**Mid:****DOB:** 11/22/64**Dr Lic:** G08036502**Address:** 1219 Sylvan St**Race:** L **Sex:** M**Phone:** (308)379-7188**City:** Grand Island, NE 68801**New Owner :** 156125**Last:** Ramirez-
Gonzalez**First:** Dayrin**Mid:** Y**DOB:** 10/10/92**Dr Lic:** H13351421**Address:** 1219 Sylvan St**Race:** L **Sex:** F**Phone:** (308)850-4213**City:** Grand Island, NE 68801**Location :** 139765**Last:** Sanchez Plaza**First:****Mid:****DOB:** **/**/****Dr Lic:****Address:** 218 Wheeler Ave S**Race:** **Sex:****Phone:** (308)389-2381**City:** Grand Island, NE 68801

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**Liquor License Application:
Class “D” : Leo’s Market**





City of Grand Island

Tuesday, July 28, 2020

Council Session

Item E-2

Public Hearing on Request from Havana Night, LLC dba Havana Night, 1403 S. Eddy Street for a Class “I” Liquor License

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

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: July 28, 2020

Subject: Public Hearing on Request from Havana Night LLC dba Havana Night, 1403 S. Eddy Street for a Class “I” Liquor License

Presenter(s): RaNae Edwards, City Clerk

Background

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

Declared Legislative Intent

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

Discussion

Havana Night LLC dba Havana Night, 1403 S. Eddy Street has submitted an application for a Class “I” Liquor License. A Class “I” Liquor License allows for the sale of alcohol on sale only inside the corporate limits of the city.

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

Also submitted was a request for Liquor Manager Designation for Thayris Manzano Gonzalez, 108 W. 14th Street. Staff recommends approval of the liquor license contingent upon final inspections and liquor manager designation for Thayris Manzano Gonzalez contingent upon completing a state approved alcohol server/seller training program.

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve the application for Havana Night LLC dba Havana Night, 1403 S. Eddy Street for a Class "I" Liquor License contingent upon final inspections and Liquor Manager designation for Thayris Manzano Gonzalez, 108 W. 14th Street contingent upon completion of a state approved alcohol server/seller training program.



Grand Island Police Department

Officer Report for Incident L19022093

Nature: Liquor Lic Inv
Location: PCID

Address: 1403 EDDY ST S
Grand Island NE 68801

Offense Codes:

Received By: Vitara D How Received: Agency: GIPD
Responding Officers: Vitara D
Responsible Officer: Vitara D Disposition: CLO 07/17/20
When Reported: 08:00:00 02/16/19 Occurred Between: 08:00:00 02/16/20 and 08:00:00 02/16/20

Assigned To:

Detail:

Date Assigned: **/**/**

Status:

Status Date: **/**/**

Due Date: **/**/**

Complainant:

Last: First: Mid:
DOB: **/**/** Dr Lic: Address:
Race: Sex: Phone: City: ,

Offense Codes

Reported: Observed:

Circumstances

LT03 LT03 Bar/Night Club

Responding Officers:

Unit :

Vitara D

Responsible Officer: Vitara D

Agency: GIPD

Received By: Vitara D

Last Radio Log: **,*,** **/**/**

How Received:

Clearance: CL CL Case Closed

When Reported: 08:00:00 02/16/19

Disposition: CLO Date: 07/17/20

Judicial Status:

Occurred between: 08:00:00 02/16/20

Misc Entry: RaNae

and: 08:00:00 02/16/20

Modus Operandi:

Description :

Method :

Involvements

Date	Type	Description	Owner
02/26/19	Name	Manzano Gonzalez, Thayris	

07/17/20

02/26/19

Name

Havana Night,

Business Involved

07/17/20

Narrative

Liquor License Investigation

Grand Island Police Department

Thayris Manzano Gonzalez is attempting to start a business called Casa de la Musica. Thayris is applying for a Class I (beer, wine, distilled spirits, on sale only) Individual Retail Liquor license.

Responsible LEO:

Approved by:

Date

07/17/20

SupplementGrand Island Police Department
Supplemental Report

Date, Time: Tue Feb 26 14:01:15 CST 2019
Reporting Officer: Vitera
Unit- CID

I received a copy of the application for Havana Night on 8/5/19. I have reviewed this application, and it appears to be very similar to this one (Casa de la Musica). The GIPD gave Casa de la Musica a positive recommendation back in February of 2019. I don't recall if the Fire Department or the Building Department had issues with the application or why a license wasn't issued. Since a few months have passed, I checked the applicant through Spillman and NCJIS again. She doesn't have any new convictions in NCJIS, and the only new entry in Spillman is that she was involved in an accident that wasn't her fault. The recommendation hasn't changed. Please read the report below which is the original investigation for Casa de la Musica.

Thayris Manzano Gonzalez is attempting to start a business called Casa de la Musica. Thayris is applying for a Class I (beer, wine, distilled spirits, on sale only) Individual Retail Liquor license. While perusing the application, I learned that the only conviction Thayris disclosed was for shoplifting in Grand Island in 2016, she is not borrowing any money to establish and/or operate the business, she has lived in Grand Island since 2013 and Cuba before that, and the building will be used for Zumba classes during the day.

I searched Spillman and NCJIS for Thayris. Spillman shows that Thayris was cited for a couple of traffic violations, cited for shoplifting, and involved in a couple of code compliance issues. NCJIS confirmed the shoplifting conviction and added two traffic convictions for speeding (one occurred in Kentucky). Thayris has a valid Nebraska driver's license and does not have any outstanding warrants for her arrest. I also checked Thayris through a paid online law enforcement-only database which tends to provide mostly personal identifying information and information about civil issues. Other than lack of information, I didn't find anything concerning.

Nebraska State Patrol Investigator Joe Hansen set up a meeting with Thayris for 2/28/19 at 1400 hours. Thayris is supposed to bring an interpreter with her. We were able to meet at the agreed upon time. Thayris had an interpreter with her from her attorney's office. The main thing I discussed with Thayris is that a club or club-like atmosphere tends to have more disturbances, fights, and assaults than other types of liquor-licensed establishments.

Before I could make some suggestions about how to prevent and handle those situations, Thayris said that she plans on having a ban and bar list. She said that if a customer has to be escorted from the club, he will be placed on the list and not be able to come back for three or four months. When the customer is eligible to return, that is his final chance. A second time of being kicked out of the bar would be a lifetime suspension.

I asked Thayris what her plans are for security. She said she is going to try to hire Sean Parsons. Thayris said Sean and his crew provided security at La Isla Bar where she tended bar for the last four years. Thayris also plans on having surveillance cameras inside and outside the building. She said she hasn't committed to hiring the security or buying the surveillance system until she finds out if she gets her liquor license. Thayris also assured us that no

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alcohol would be available during her Zumba classes.

Investigator Hansen and I went over some scenarios where she would be required to call law enforcement and others where she could use discretion and have her security personnel handle them. I stressed the importance of cooperating with law enforcement personnel and maintaining a good relationship.

All in all, other than not disclosing a couple of speeding tickets, I didn't find anything wrong with application or see anything that would preclude Thayris from receiving a liquor license. The Grand Island Police Department has no objection to Thayris Manzano Gonzalez receiving a liquor license for Casa de la Musica.

07/17/20

Supplement

309

New License Application July 2020

Grand Island Police Department
Supplemental Report

Date, Time: 7-15-20

Reporting Officer: Sgt Dvorak #309

Unit #: CID

In July 2020, Thayris Gonzalez reapplied for her liquor license at Havana Night. There had been some administrative issues that prevented Havana Night from being granted the license in 2019, but Gonzalez was able to correct all the issues, and plans to open Havana Night soon.

Because Lt Vitera had performed a full investigation one year ago, and because no other aspects of the ownership and management have changed, it was determined that an abbreviated investigation could be completed for this issuance.

I checked Thayris through Spillman. I checked NCJIS arrest records, drivers history and bank queries for Thayris Gonzalez. I found no entries of concern. I only looked at the point from March 1st 2019 until the present. I also utilized a Law Enforcement Only database to check for any anomalies, but found none. It was noted that Gonzalez currently has a suspended driver's license.

Based upon Lt Vitera's previous investigation, and no findings of concern since that time, I see no reason to deny Tayris Gonzalez and Havana Night a liquor license.

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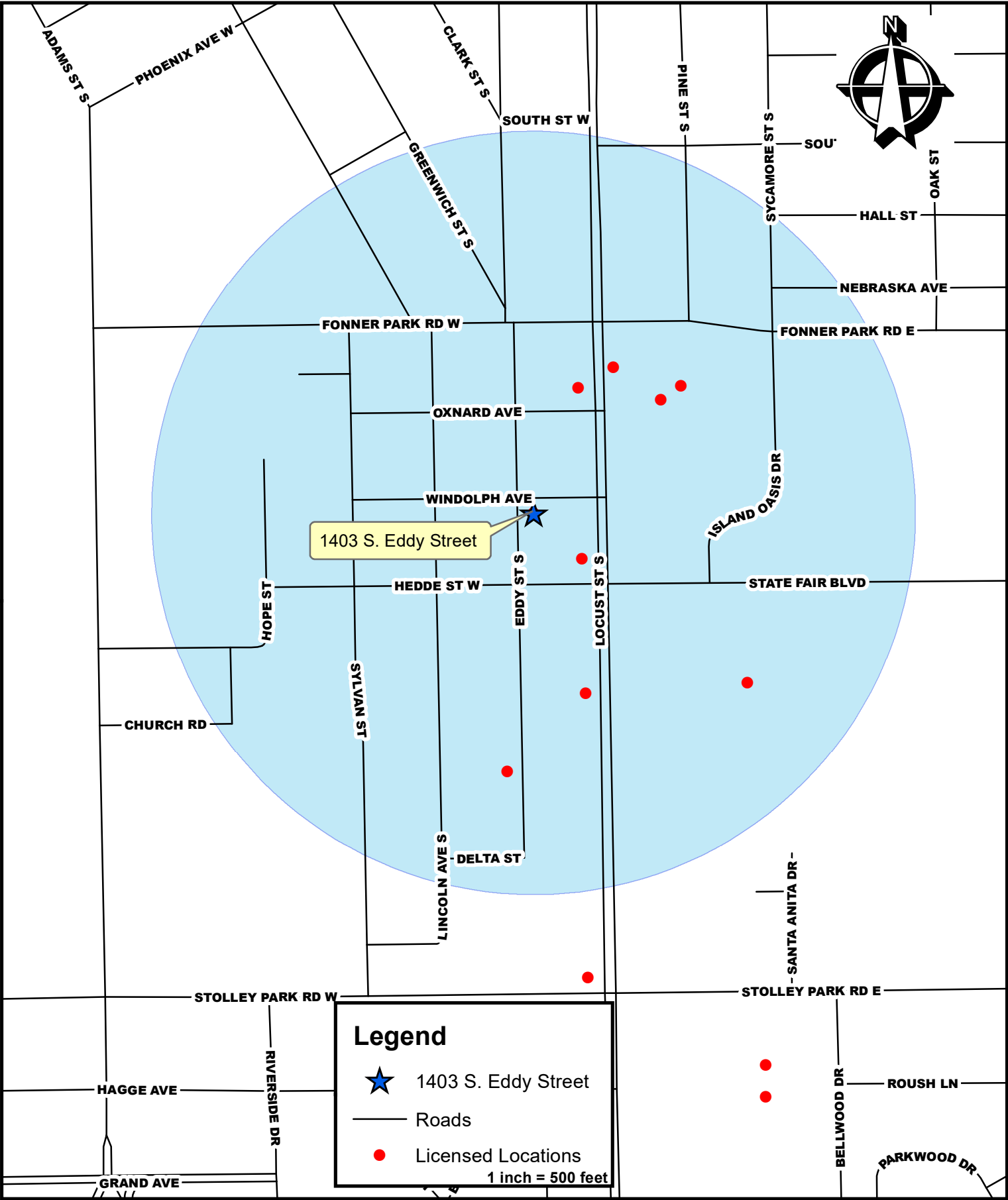
Name Involvements:**Business**234365**Involved :****Last:** Havana Night**First:****Mid:****DOB:** **/**/****Dr Lic:****Address:** 1403 EDDY ST S**Race:** **Sex:****Phone:** (308)370-0395**City:** Grand Island, NE 68801**Owner :** 194825**Last:** Manzano**First:** Thayris**Mid:**

Gonzalez

DOB: 02/21/88**Dr Lic:** H13721203**Address:** 108 14th St W**Race:** L **Sex:** F**Phone:** (308)370-0395**City:** Grand Island, NE 68801

07/17/20

**Liquor License Application:
Class “I” : Thyris Manzano Gonzalez dba Havana Night**





City of Grand Island

Tuesday, July 28, 2020

Council Session

Item E-3

Public Hearing on Acquisition of Utility Easement - 3860 S. Locust Street - Hooker Bros. Sand & Gravel, Inc.

Council action will take place under Consent Agenda item G-10.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: July 28, 2020

Subject: Acquisition of Utility Easement – 3860 S. Locust Street –
Hooker Bros. Sand & Gravel, Inc.

Presenter(s): Timothy Luchsinger, Utilities Director

Background

Nebraska State Law requires that acquisition of property must be approved by City Council. The Utilities Department needs to acquire utility easement relative to the property of Hooker Bros. Sand & Gravel, Inc., located through a part of the North Half (N ½), of the Southeast Quarter (SE ¼), Section Thirty-Three (33), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska (3860 South Locust Street), in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers.

Discussion

Hooker Bros. Sand & Gravel, Inc. is putting on an addition to their maintenance building located at 3860 South Locust Street. An existing pad-mount transformer has been relocated to accommodate the addition. The existing two 20' easements will be vacated, and a new 20-foot utility easement will be acquired for the existing underground electric service. The proposed easement will allow the Utilities Department to install, access, operate, and maintain the electrical infrastructure at this location.

Alternatives

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

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

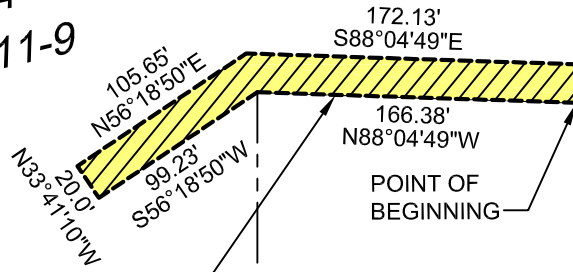
Recommendation

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

Sample Motion

Move to approve acquisition of the Utility Easement.

N1/2, SE 1/4
SECTION 33-11-9



A PARTICULAR EAST-WEST
LINE- TRACT OF LAND
DESCRIBED IN INSTRUMENT
NO. 99107665

1/16 SECTION LINE

WESTERLY
RIGHT-OF-WAY LINE-
LOCUST STREET

SE CORNER- N1/2, SE1/4,
SECTION 33-11-9

SE 1/4, SE 1/4
SECTION 33-11-9

EAST LINE- SE1/4,
SECTION 33-11-9

SE CORNER- SE 1/4,
SECTION 33-11-9

SECTION LINE

SCHIMMER DRIVE

LEGEND



INDICATES 20' WIDE
UTILITY EASEMENT

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

100'



City of Grand Island

Tuesday, July 28, 2020

Council Session

Item E-4

Public Hearing on Proposed Blighted and Substandard Area 31 for 1.69 Acres located South of South Street between Henry Street and the Grand Island Bike Trail (John Baasch Augers)

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

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: July 28, 2019

Subject: John Baasch Augers Study (Proposed Area 31)
C-17-2020GI

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

Background

John Baasch Augers, has commissioned a Blight and Substandard Study for Proposed Redevelopment Area No. 31. The study was prepared by Marvin Planning Associates of David City, Nebraska. This study is approximately 1.69 acres of property between south of South Street between Henry Street and the bike trail in south central Grand Island. (See the attached map) On May 26, 2019, Council referred the attached study to the Planning Commission for its review and recommendation. The study as prepared and submitted indicates that this property could be considered blighted and substandard. The full study is attached for your review and consideration.

The decision on whether to declare an area substandard and blighted is entirely within the jurisdiction of the City Council.

Discussion

The Statutory authority and direction to the Planning Commission is referenced below to explain the Planning Commission purpose in reviewing the study:

18-2109. Redevelopment plan; preparation; requirements; planning commission or board; public hearing; notice; governing body; public hearing; notice.

(1) An authority shall not prepare a redevelopment plan for a redevelopment project area unless the governing body of the city in which such area is located has, by resolution adopted after the public hearings required under this section, declared such area to be a substandard and blighted area in need of redevelopment.

(2) Prior to making such declaration, the governing body of the city shall conduct or cause to be conducted a study or an analysis on whether the area is substandard and blighted and shall submit the question of whether such area is substandard and blighted to the planning

commission or board of the city for its review and recommendation. The planning commission or board shall hold a public hearing on the question after giving notice of the hearing as provided in section 18-2115.01. Such notice shall include a map of sufficient size to show the area to be declared substandard and blighted or information on where to find such map and shall provide information on where to find copies of the substandard and blighted study or analysis conducted pursuant to this subsection. The planning commission or board shall submit its written recommendations to the governing body of the city within thirty days after the public hearing.

(3) Upon receipt of the recommendations of the planning commission or board, or if no recommendations are received within thirty days after the public hearing required under subsection (2) of this section, the governing body shall hold a public hearing on the question of whether the area is substandard and blighted after giving notice of the hearing as provided in section 18-2115.01. Such notice shall include a map of sufficient size to show the area to be declared substandard and blighted or information on where to find such map and shall provide information on where to find copies of the substandard and blighted study or analysis conducted pursuant to subsection (2) of this section. At the public hearing, all interested parties shall be afforded a reasonable opportunity to express their views respecting the proposed declaration. After such hearing, the governing body of the city may make its declaration.

(4) Copies of each substandard and blighted study or analysis conducted pursuant to subsection (2) of this section shall be posted on the city's public web site or made available for public inspection at a location designated by the city.

~Reissue Revised Statutes of Nebraska 7-19-18

A flow chart of the blight declaration process is shown in Figure 2.

At this time, the Council is only concerned with determining if the property is blighted and substandard. Figure 3 is an overview of the differences between the blight and substandard declaration and the redevelopment plan. If a declaration as blighted and substandard is made by Council then the Community Redevelopment Authority (CRA) can consider appropriate redevelopment plans. The redevelopment plans must also be reviewed by the Planning Commission and approved by Council prior to final approval.

The City of Grand Island, as a City of the First Class, is permitted to designate an area of up to 35% of the municipal limits as blighted and substandard. As of May 15, 2020, 22.74% of the City has been declared blighted and substandard. Area 31 would add 1.69 acres to the total of blighted and substandard property and would, if approved, add 0.01% to the total area declared blighted and substandard bringing the total to 22.76%. One other blighted area is outstanding representing a total increase of 0.40% if this were also approved the total would be 23.15%.

Redevelopment Area 31

Figure 1: Study Area Map



Source: Hall County GIS and Marvin Planning Consultants 2020

Note: Lines and Aerial may not match.

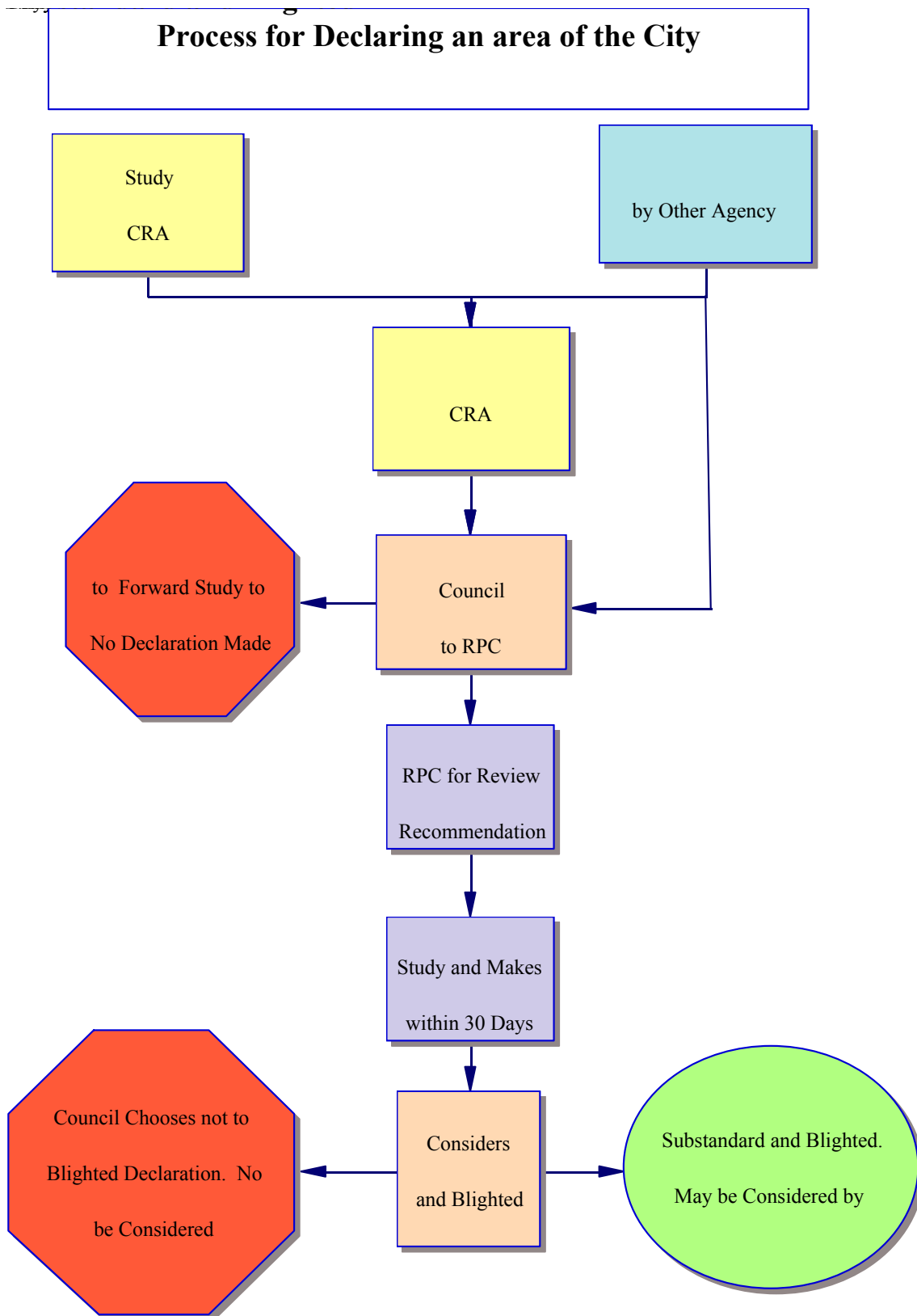


Figure 1 Blight Declaration Process (Planning Commission Recommendation is the second purple box).

Substandard and Blighted Declaration vs. Redevelopment Plan



- | | |
|---|--|
| <ul style="list-style-type: none">● Substandard and Blighted Declaration● A Study of the Existing Conditions of the Property in Question● Does the property meet one or more Statutory Conditions of Blight?● Does the Property meet one or more Statutory Conditions of Substandard Property?● Is the declaration in the best interest of the City? | <ul style="list-style-type: none">● Redevelopment Plan● What kinds of activities and improvements are necessary to alleviate the conditions that make the property blighted and substandard?● How should those activities and improvements be paid for?● Will those activities and improvements further the implementation of the general plan for the City? |
|---|--|

Figure 2 Blight and Substandard Declaration compared to a Redevelopment Plan

It is appropriate for the Council in conducting its review and considering its decision regarding the substandard and blighted designation to:

1. Review the study,
2. Take testimony from interested parties,
3. Review the recommendation and findings of fact identified by the Planning Commission (Planning Commission did not identify any findings with their motion so none are available.)
4. Make findings of fact, and
5. Include those findings of fact as part of its motion to approve or deny the request to declare this area blighted and substandard. Council can make any findings they choose regarding the study and the information presented during the public hearing to support the decision of the Council members regarding this matter.

Blighted and Substandard Defined

The terms blighted and substandard have very specific meanings within the context of the Community Redevelopment Statutes. Those terms as defined by Statute are included below:

Section 18-2103

Terms, defined.

For purposes of the Community Development Law, unless the context otherwise requires:

(3) **Blighted area means** an area (a) which, by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the plotted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted. A redevelopment

project involving a formerly used defense site as authorized under section 18-2123.01 shall not count towards the percentage limitations contained in this subdivision;

(31) **Substandard area means** an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare; and

~Reissue Revised Statutes of Nebraska 7-19-18

ANALYSIS-Blight and Substandard Study

The following findings are copied directly from the Study. The analysis of the substandard and blighted factors is conducted on pages 4 - 6 of the study.

FINDINGS FOR GRAND ISLAND

Study Area 31 has several items contributing to the Blight and Substandard Conditions. These conditions include:

Blighting Summary

These conditions are contributing to the blighted conditions of the study area.

Criteria under Part A of the Blight Definition

- **Substantial number of deteriorating structures**
 - Within the study are 100.0% of the structures were deemed to be in either below normal or poor condition.
- **Deterioration of site or other improvements**
 - 100% of the road surfaces serving this study area are considered in an average to below average condition.
 - 100.0% of the curb and gutter are in an average to deteriorating condition
 - Approximately 50.0% of the sidewalk is in a deteriorating state
- **Dangerous conditions to life or property due to fire or other causes**
 - All of the lots within the study area contain rubble and/or materials throughout the properties that are dangerous to life or property.

Criteria under Part B of the Blight Definition

- **Stable or decreasing population based upon the last two decennial census**

There has been zero population change during the past two decennial censuses.

The other criteria for Blight were not present in the area, these included:

- The average age of the residential or commercial units in the area is at least forty years
- Faulty Lot Layout
- Improper Subdivision or Obsolete Platting
- Combination of factors which are impairing and/or arresting sound growth

- Insanitary and Unsafe Conditions
- Defective/Inadequate street layouts
- Tax or special assessment delinquency exceeding fair value of the land.
- Defective or unusual condition of title,
- Unemployment in the designated area is at least 120% of the state or national average.
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.

These issues were either not present or were limited enough as to have little impact on the overall condition of the study area.

Substandard Conditions

Existence of conditions which endanger life or property by fire and other causes

The properties within this study have existing conditions which can be considered to be dangerous conditions to life or property due to fire or other causes.

- Along the Ada Street side of Block 2 there is considerable rubble lying in the right-of-way
- Both properties have considerable debris



Substandard Summary

Nebraska State Statute requires that “...an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or **the existence of conditions which endanger life or property by fire and other causes**, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;”

This Study Area in Grand Island meets the definition of Substandard as defined in the Revised Nebraska State Statutes.

FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #31

Blight Study Area #31 has several items contributing to the Blight and Substandard Conditions. These conditions include:

Blighted Conditions under Part A

Substantial number of deteriorating structures
Deterioration of site or other improvements
Dangerous conditions to life or property due to fire or other causes

Criteria under Part B of the Blight Definition

Stable or decreasing population based upon the last two decennial census

Substandard Conditions

Dangerous conditions to life or property due to fire or other causes

Recommendation

Staff recommends considering the following questions as a starting point in the analysis of this Study and in making a determination. The City Council is ultimately responsible for answering the question of whether the property included in the study is blighted and substandard **and** whether making such a designation is in the **best interest** of the City.

Recommend Questions for City Council

- Does this property meet the statutory requirements to be considered blighted and substandard? (See the prior statutory references.)
- Are the blighted and substandard factors distributed throughout the Redevelopment Area, so basically good areas are not arbitrarily found to be substandard and blighted simply because of proximity to areas which are substandard and blighted? Is development of adjacent property necessary to eliminate blighted and substandard conditions in the area?
- Is public intervention appropriate and/or necessary for the redevelopment of the area?
- Will a blight declaration increase the likelihood of development/redevelopment in the near future and is that in the best interest of the City?
- What is the policy of the City toward increasing development and redevelopment in this area of the City?

Findings of fact must be based on the study and testimony presented including all written material and staff reports. The recommendation must be based on the declaration, not based on any proposed uses of the site. All of the testimony, a copy of the study and this memo along with any other information presented at the hearing should be entered into the record of the hearing.

Planning Commission Recommendation

The Regional Planning Commission held a public hearing and took action on the blight and substandard study proposed Area 31 during its meeting on July 1, 2020. This study is approximately 1.69 acres of located south of South Street between Henry Street and the Grand Island Bike Trail. (C-16-2020GI)

O'Neill opened the public hearing

Nabity explained Keith Marvin of Marvin Planning wrote the Blight Study for four lots owned by John Baasch Augers at the north end of Ada and Henry Streets and south of South Street. The study indicates that the area can be blighted and substandard. Owners are looking into redoing the property adding similar housing. They would like to utilize Tax Increment Financing to clear the property and build new apartment units like those to the south. City Council forwarded the item to Planning commission for review and recommendation.

O'Neill closed the public hearing

A motion was made by Rainforth and second by Ruge to approve of CRA Area #31 located south of South Street between Henry Street and the Grand Island Bike Trail.

The motion was carried with seven members voting in favor (O'Neill, Ruge, Monter, Maurer, Allan, Rubio, and Rainforth) with no members 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

Sample Motion

If Council wishes to approve the designation of this property as blighted and substandard, an action required if Tax Increment Financing is to be used for the redevelopment of properties in this area, a motion should be made to approve the Substandard and Blight Designation for Redevelopment Area No. 31 in Grand Island, Hall County, Nebraska finding the information in the study to be factual and supporting such designation. A resolution authorizing the approval of this study has been prepared for Council consideration.

City of Grand Island, NE
Blight and Substandard Study
Area #31
May 2020



PURPOSE OF THE BLIGHT AND SUBSTANDARD STUDY

The purpose of completing this Blight and Substandard study is to examine existing conditions within a specific part of Grand Island. This study has been commissioned by John Baasch Augers in order to analyze the possibility of declaring the area as blighted and substandard.

The City of Grand Island, when considering conditions of Blight and Substandard, will be looking at those issues and definitions provided for in the Nebraska Community Redevelopment Law as found in Chapter 18, Section 2104 of the Revised Nebraska State Statutes, as follows:

"The governing body of a city, to the greatest extent it deems to be feasible in carrying out the provisions of the Community Development Law, shall afford maximum opportunity, consistent with the sound needs of the city as a whole, to the rehabilitation or redevelopment of the community redevelopment area by private enterprises. The governing body of a city shall give consideration to this objective in exercising its powers under the Community Development Law, including the formulation of a workable program, the approval of community redevelopment plans consistent with the general plan for the development of the city, the exercise of its zoning powers, the enforcement of other laws, codes, and regulations, relating to the use of land and the use and occupancy of buildings and improvements, the disposition of any property acquired, and the providing of necessary public improvements."

The Nebraska Revised Statutes §18-2105 continues by granting authority to the governing body for formulation of a workable program; disaster assistance; effect. The statute reads,

"The governing body of a city or an authority at its direction for the purposes of the Community Development Law may formulate for the entire municipality a workable program for utilizing appropriate private and public resources to eliminate or prevent the development or spread of urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of substandard and blighted areas, or to undertake such of the aforesaid activities or other feasible municipal activities as may be suitably employed to achieve the objectives of such workable program. Such workable program may include, without limitation, provision for the prevention of the spread of blight into areas of the municipality which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of substandard and blighted areas or portions thereof by replanning, removing congestion, providing parks, playgrounds, and other public improvements by encouraging voluntary rehabilitation and by compelling the repair and rehabilitation of deteriorated or deteriorating structures; and the clearance and redevelopment of substandard and blighted areas or portions thereof."

"Notwithstanding any other provisions of the Community Development Law, where the local governing body certifies that an area is in need of redevelopment or rehabilitation as a result of flood, fire, hurricane, earthquake, storm, or other catastrophe respecting which the Governor of the state has certified the need for disaster assistance under federal law, the local governing body may approve a redevelopment plan and a redevelopment project with respect to such area without regard to the provisions of the Community Development Law requiring a general plan for the municipality and notice and public hearing or findings other than herein set forth."

Based on the Nebraska Revised Statutes §18-2103 the following definitions shall apply:

"Blighted area" means an area (a) which, by reason of the presence of a substantial number of deteriorated or deteriorating structures, existence of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility, or usefulness, insanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or

property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations, or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare in its present condition and use and (b) in which there is at least one of the following conditions: (i) Unemployment in the designated area is at least one hundred twenty percent of the state or national average; (ii) the average age of the residential or commercial units in the area is at least forty years; (iii) more than half of the platted and subdivided property in an area is unimproved land that has been within the city for forty years and has remained unimproved during that time; (iv) the per capita income of the area is lower than the average per capita income of the city or village in which the area is designated; or (v) the area has had either stable or decreasing population based on the last two decennial censuses. In no event shall a city of the metropolitan, primary, or first class designate more than thirty-five percent of the city as blighted, a city of the second class shall not designate an area larger than fifty percent of the city as blighted, and a village shall not designate an area larger than one hundred percent of the village as blighted. A redevelopment project involving a formerly used defense site as authorized under section 18-2123.01 shall not count towards the percentage limitations contained in this subdivision;"

"Extremely blighted area means a substandard and blighted area in which: (a) The average rate of unemployment in the area during the period covered by the most recent federal decennial census is at least two hundred percent of the average rate of unemployment in the state during the same period; and (b) the average poverty rate in the area exceeds twenty percent for the total federal census tract or tracts or federal census block group or block groups in the area;"

"Substandard area means an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare; and"

"Workforce housing means:

- (a) Housing that meets the needs of today's working families;
- (b) Housing that is attractive to new residents considering relocation to a rural community;
- (c) Owner-occupied housing units that cost not more than two hundred seventy-five thousand dollars to construct or rental housing units that cost not more than two hundred thousand dollars per unit to construct. For purposes of this subdivision (c), housing unit costs shall be updated annually by the Department of Economic Development based upon the most recent increase or decrease in the Producer Price Index for all commodities, published by the United States Department of Labor, Bureau of Labor Statistics;
- (d) Owner-occupied and rental housing units for which the cost to substantially rehabilitate exceeds fifty percent of a unit's assessed value; and
- (e) Upper-story housing."

This Blight and Substandard Study is being considered a "micro-blight" area under the definition established by the City of Grand Island. The Study is intended to give the Grand Island Community Redevelopment Authority, Hall County Regional Planning Commission and Grand Island City Council the basis for identifying and declaring Blighted and Substandard conditions existing within the City's jurisdiction and as allowed under Chapter 18. Through this process, the City and property owners will be attempting to address economic and/or social liabilities which are harmful to the well-being of the entire community.

The study area can be seen in Figure 1 of this report. A Redevelopment Plan to be submitted in the future containing, in accordance with the law, definite local objectives regarding appropriate land uses, improved traffic, public transportation, public utilities and other public improvements, and the proposed land uses and building requirements in the redevelopment area and shall include:

- The boundaries defining the blighted and substandard areas in question (including existing uses and conditions of the property within the area), and
- A list of the conditions present, which qualify the area as blighted and substandard.

BLIGHT AND SUBSTANDARD ELIGIBILITY STUDY

This study targets a specific area within an established part of the community for evaluation. The area is indicated in Figure 1 of this report. The existing uses in this Micro-blight include residential uses including accessory uses within the corporate limits of Grand Island.

Through the redevelopment process the City of Grand Island planning can guide future development and redevelopment throughout the area. The use of the Community Redevelopment Act by the City of Grand Island is intended to redevelop and improve the area. Using the Community Redevelopment Act, the City of Grand Island can assist in the elimination of negative conditions and implement different programs/projects identified for the City.

The following is the description of the designated area within Grand Island.

Lots 1 and 2 Block 1, Dawn Subdivision and Lots 1 and 2, Block 2, Dawn Subdivision and the adjacent right-of-way of Ada Street.

Study Area

Figure 1: Study Area Map



Source: Hall County GIS and Marvin Planning Consultants 2020

Note: Lines and Aerial may not match.

EXISTING LAND USES

The term "Land Use" refers to the developed uses in place within a building or on a specific parcel of land. The number and type of uses are constantly changing within a community and produce a number of impacts either benefitting or detracting from the community. Existing patterns of land use are often fixed in older communities and neighborhoods, while development in newer areas is often reflective of current development practices.

Existing Land Use Analysis within Study Area

As part of the planning process, a survey was conducted through both in-field observations, as well as data collection online using the Hall County Assessors website. This survey noted the use of each parcel of land within the study area. These data from the survey are analyzed in the following paragraphs.

TABLE 1: EXISTING LAND USE, GRAND ISLAND - 2020

Type of Use	Acres	Percent of Developed land within the Study Area	Percent of Study Area
Residential	0	0.0%	0.0%
Single-family	0	0.0%	0.0%
Multi-family	0	0.0%	0.0%
Manufactured Housing	0	0.0%	0.0%
Commercial	0	0.0%	0.0%
Industrial	1.49	88.2%	88.2%
Quasi-Public/Public	0	0.0%	0.0%
Parks/Recreation	0	0.0%	0.0%
Transportation	0.20	11.8%	11.8%
Total Developed Land	1.69	100.0%	100.0%
Vacant/Agriculture	0.00		0.00%
Total Area	1.69		100.0%

Source: Marvin Planning Consultants 2020

Table 1 includes the existing land uses for the entire study area. The table contains the total acres determined per land use from the survey; next is the percentage of those areas compared to the total developed land; and finally, the third set of data compare the all land uses to the total area within the Study Area. The Study Area is made up of manufacturing/industrial uses (88.2%), and Transportation oriented land (street and R.O.W)(11.8%). The entire area considered completely developed.

Figure 2
Existing Land Use Map



Source: Hall County GIS and Marvin Planning Consultants 2020

Note: Lines and Aerial may not match.

FINDINGS OF BLIGHT AND SUBSTANDARD CONDITIONS ELIGIBILITY STUDY

This section of the study examines the conditions found in the study area. The Findings Section will review the conditions based upon the statutory definitions.

CONTRIBUTING FACTORS

There were a number of conditions examined and evaluated in the field and online. There are a number of conditions that will be reviewed in detail, on the following pages, while some of the statutory conditions are not present.

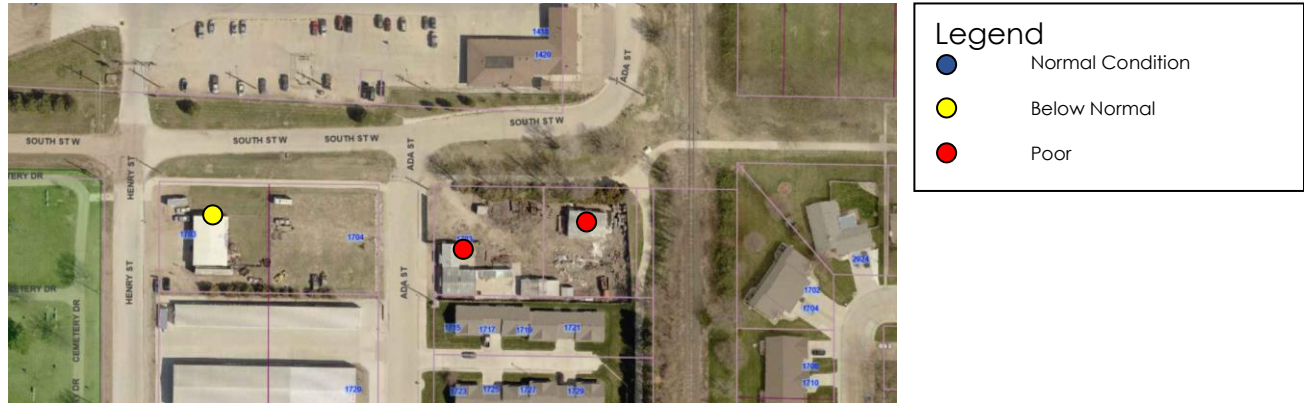
Structural Conditions

Structural conditions were evaluated, structures were either rated as: Very Good, Good, Fair, Average, or badly worn. The data and rating system comes from the Hall County Assessor's database and is the same database used to value properties in the area.

Based upon the data provided to the planning team, the following is the breakdown for structures in the study area:

- 0 (0.0%) structures rated as very good
- 0 (0.0%) structures rated as good
- 0 (0.0%) structure rated as fair
- 8 (66.7%) structures rated as average
- 4 (33.3%) structure rated as badly worn

Figure 3: Structural Conditions



Source: Hall County Assessor and Marvin Planning Consultants 2020

Note: Lines and Aerial may not match.



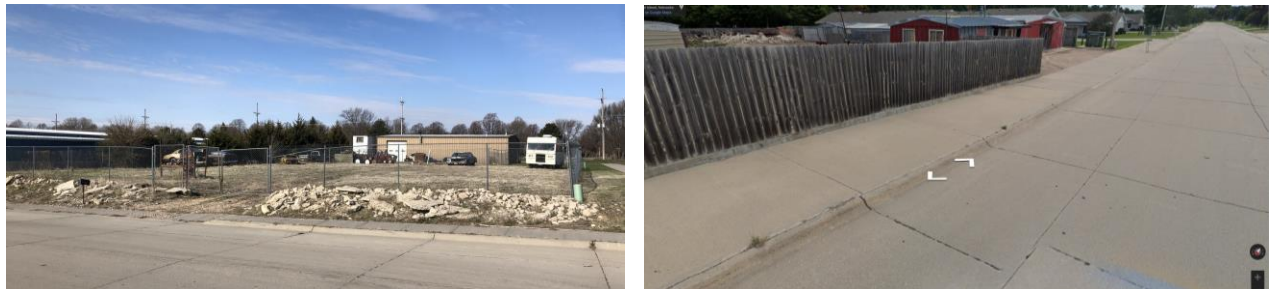
Based upon these data, an assumption has been made that average condition and less would constitute less than desirable conditions due to age and conditions. It is common for older structures to get more maintenance and upkeep in order to maintain a good or higher condition. Even an average structure will show some signs of deteriorating which in turn can become a dilapidated structure in the future if it is not addressed over time. Overall, 100.0% of the structures in this study area are below normal condition or worse based upon the Hall County Assessor's data.

Due to the stated conditions found in the Hall County Assessor's data, the condition of the structure is a contributing factor.

Figure 4: Deterioration of Site or Other Improvements

Source: Hall County GIS, Google Earth and Marvin Planning Consultants 2020

Note: Lines and Aerial may not match.



Deterioration of Site or Other Improvements

Site Improvements Conditions

The only site improvements within the study area are between Block 1 and 2 along Ada Street.

Based upon review of images of the study area, Figure 4 was created. The Figure indicates:

- 100% of the road surfaces serving this study area are considered in an average to below average condition.
- 100.0% of the curb and gutter are in an average to deteriorating condition
- Approximately 50.0% of the sidewalk is in a deteriorating state

Based upon the field analysis, there are sufficient elements present to meet the definition of deterioration of site and other improvements in the Study Area.

Dangerous conditions to life or property due to fire or other causes

The properties within this study have existing conditions which can be considered to be dangerous conditions to life or property due to fire or other causes.

- Along the Ada Street side of Block 2 there is considerable rubble lying in the right-of-way
- Both properties have considerable debris



Stable or decreasing population based on the last two decennial censuses

The Dawn Subdivision was originally platted in 1890. However, the buildings constructed within this study area were constructed around 1985. Therefore, the overall population of this study has been zero and has had no growth during the last two decennial censuses.

Blighting Summary

These conditions are contributing to the blighted conditions of the study area.

Criteria under Part A of the Blight Definition

- **Substantial number of deteriorating structures**
 - Within the study area 100.0% of the structures were deemed to be in either below normal or poor condition.
- **Deterioration of site or other improvements**
 - 100% of the road surfaces serving this study area are considered in an average to below average condition.
 - 100.0% of the curb and gutter are in an average to deteriorating condition
 - Approximately 50.0% of the sidewalk is in a deteriorating state
- **Dangerous conditions to life or property due to fire or other causes**
 - All of the lots within the study area contain rubble and/or materials throughout the properties that are dangerous to life or property.

Criteria under Part B of the Blight Definition

- **Stable or decreasing population based upon the last two decennial census**
There has been zero population change during the past two decennial censuses.

The other criteria for Blight were not present in the area, these included:

- The average age of the residential or commercial units in the area is at least forty years
- Faulty Lot Layout
- Improper Subdivision or Obsolete Platting
- Combination of factors which are impairing and/or arresting sound growth
- Insanitary and Unsafe Conditions
- Defective/Inadequate street layouts
- Tax or special assessment delinquency exceeding fair value of the land.
- Defective or unusual condition of title,
- Unemployment in the designated area is at least 120% of the state or national average.
- The per capita income of the area is lower than the average per capita income of the city or village in which the area is designated.

These issues were either not present or were limited enough as to have little impact on the overall condition of the study area.

Substandard Conditions

Existence of conditions which endanger life or property by fire and other causes

The properties within this study have existing conditions which can be considered to be dangerous conditions to life or property due to fire or other causes.

- Along the Ada Street side of Block 2 there is considerable rubble lying in the right-of-way
- Both properties have considerable debris



Substandard Summary

Nebraska State Statute requires that "...an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or **the existence of conditions which endanger life or property by fire and other causes**, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, (which cannot be remedied through construction of prisons), and is detrimental to the public health, safety, morals, or welfare;"

This Study Area in Grand Island meets the definition of Substandard as defined in the Revised Nebraska State Statutes.

FINDINGS FOR GRAND ISLAND BLIGHT STUDY AREA #31

Blight Study Area #31 has several items contributing to the Blight and Substandard Conditions. These conditions include:

Blighted Conditions under Part A

Substantial number of deteriorating structures
Deterioration of site or other improvements
Dangerous conditions to life or property due to fire or other causes

Criteria under Part B of the Blight Definition

Stable or decreasing population based upon the last two decennial census

Substandard Conditions

Dangerous conditions to life or property due to fire or other causes



City of Grand Island

Tuesday, July 28, 2020

Council Session

Item E-5

Public Hearing on Acquisition of Public Right-of-Way for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (CHT Grand Island NE Senior Living, LLC- 3990 W Capital Avenue)

Council action will take place under Consent Agenda item G-15.

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: July 28, 2020

Subject: Public Hearing on Acquisition of Public Right-of-Way for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (CHT Grand Island NE Senior Living, LLC- 3990 W Capital Avenue)

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

Background

The North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 is for the improvement of North Road from just north of 13th Street to Highway 2. The Engineering Division of the Public Works Department is proposing a concrete curb and gutter roadway section with associated sidewalk, traffic control, drainage and related improvements needed to complete the project.

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 to accommodate intersection improvements for the North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5. 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>
CHT Grand Island NE Senior Living, LLC	<p>A PARCEL OF LAND LOCATED IN LOT 1, PRIMROSE SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:</p> <p>BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, PRIMROSE SUBDIVISION; THENCE S89°53'22"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 48.15 FEET; THENCE N39°25'00"W, A DISTANCE OF 76.63 FEET TO THE WEST LINE OF SAID LOT 1; THENCE S00°29'37"E ON SAID WEST LINE, A DISTANCE OF 59.11 FEET TO THE POINT OF BEGINNING, CONTAINING 1,423 SQUARE FEET, MORE OR LESS.</p>	\$1,430.00

Alternatives

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

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

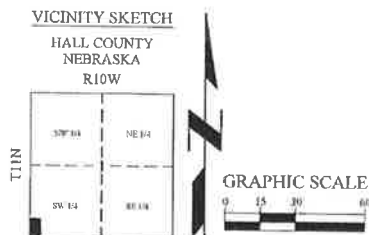
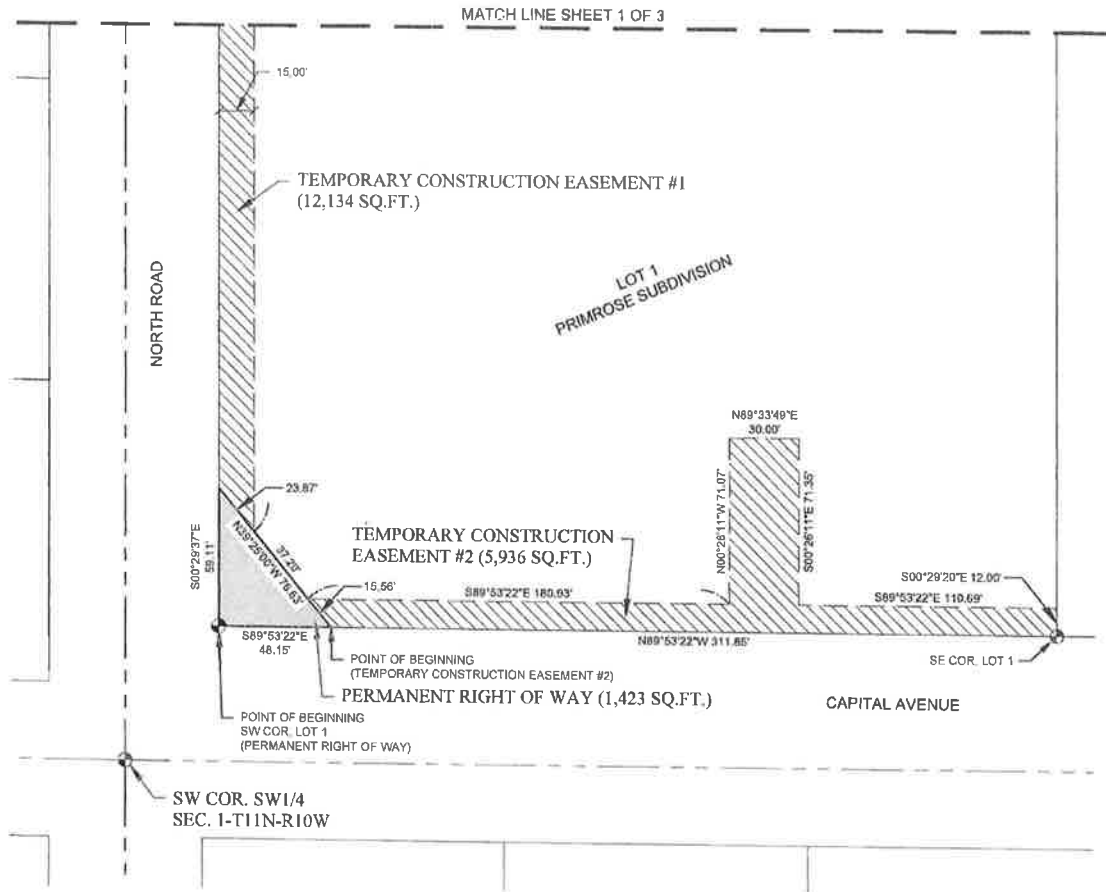
Recommendation

City Administration recommends that the Council conduct a Public Hearing and approve acquisition of the public right-of-way from the affected property owner, in the amount of \$1,430.00.

Sample Motion

Move to approve the acquisition.


TEMPORARY CONSTRUCTION EASEMENT AND NEW RIGHT OF WAY EXHIBIT



NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND	
● MONUMENT FOUND	SECTION LINE
○ MONUMENT SET	TEMPORARY CONSTRUCTION EASEMENT AREA
○ CALCULATED POINT	PERMANENT SIDEWALK EASEMENT AREA
D DEEDED DISTANCE	RIGHT OF WAY AREA
G GOVERNMENT DISTANCE	
M MEASURED DISTANCE	
P PLATTED DISTANCE	
R RECORDED DISTANCE	

DATE	6/2/2020
SCALE	1" = 60'
DRAWN	AJG
JOB NO	R190020
FIELD BOOK	GRAND ISLAND #7
FIELD WORK	AG/BS
SHEET	2 OF 3
TRACT NO.	9



800.723.8567
Grand Island, NE 308.381.7428
www.jeo.com

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City of Grand Island

Tuesday, July 28, 2020

Council Session

Item E-6

Public Hearing on Presentation of One and Six Year Street Improvement Plan and Capital Improvement Projects

Council action will take place under Resolutions item I-4.

Staff Contact: Patrick Brown

Capital Projects 2020/2021



John Collins, PE
City Engineer/Public Works Director



2020 Projects

- Sidewalk District No. 1- 2019
- Hwy 281 NB (NDOT)
- Storm Sewer Mapping
- Capital Ave; Moores Creek to North Rd
- Eddy St Underpass Rehabilitation
- Custer Avenue Rehabilitation
- Stolley Park Rd Restriping/ Rehabilitation
- Annual Curb Ramp Installation
- Webb Road Paving Assessments
- S Front St over Sycamore Underpass Rehab
- Pavement Condition Survey
- Five Points Intersection Improvements
- Old Potash Hwy; Webb Rd to North Rd
- Broadwell Ave/ UPRR Grade Separation
- Hwy 281 Signal Timing
- North Rd; Hwy 2 to 13th St
- North Rd; 13th St to Old Potash Hwy
- North Rd; Old Potash Hwy to Hwy 30
- Brookline Paving
- Sugar Beet Ditch Drainage
- N 80 Wetland Delineation
- Kaufman Detention Cell Outlet
- N Broadwell Ave Drainage
- Northwest Flood Control Project
- Sidewalk Cost Share Program
- Moores Creek Drain Extension

2020 Capital Improvement Projects Funded by Sales Tax

<i>Project</i>	<i>2020 Budget</i>	<i>2020 Forecast</i>
North Rd; Hwy 2 to 13th St	\$ 3,668,000	\$ 2,900,000
Old Potash Hwy; Webb Rd to North Rd	\$ 1,426,732	\$ 2,400,000
Storm Sewer Mapping	\$ 500,000	\$ 308,898
Sidewalk District No. 1- 2019	\$ -	\$ 26,723
Sugar Beet Ditch Drainage	\$ 58,359	\$ 77,990
N 80 Wetland Delineation	\$ 200,000	\$ 96,320
Kaufman Detention Cell Outlet	\$ 600,000	\$ 675,000
N Broadwell Avenue Drainage	\$ 221,447	\$ 221,447
Northwest Flood Control Project	\$ 393,401	\$ 393,401
Sidewalk Cost Share Program	\$ -	\$ 25,000
Moore's Creek Drain Extension	\$ 301,398	\$ 150,000
	\$ 7,369,337	\$ 7,274,779

2020 Capital Improvement Projects Funded by Gas Tax Money

<i>Project</i>	<i>2020 Budget</i>	<i>2020 Forecast</i>
Hwy 281 NB (NDOT)	\$ -	\$ 135,000
Capital Ave; Moores Creek to North Rd	\$ 95,000	\$ 100,000
Eddy St Underpass Rehabilitation	\$ 600,000	\$ 75,000
Custer Avenue Rehabilitation	\$ 75,000	\$ 130,000
Stolley Park Rd Restriping/ Rehabilitation	\$ -	\$ 1,434
Annual Curb Ramp Installation	\$ 500,000	\$ 150,000
Webb Road Paving Assessments	\$ 120,000	\$ 120,000
S Front St over Sycamore Underpass Rehabilitation	\$ 1,018,644	\$ 1,018,644
Pavement Condition Survey	\$ -	\$ 80,762
Five Points Intersection Improvements	\$ 339,000	\$ 339,000
Broadwell Ave/ UPRR Grade Separation	\$ 415,000	\$ 200,000
Hwy 281 Signal Timing	\$ -	\$ 18,900
North Rd; 13th St to Old Potash Hwy	\$ 200,000	\$ 230,300
North Rd; Old Potash Hwy to Hwy 30	\$ -	\$ 187,000
Brookline Paving	\$ 175,000	\$ -
Unassigned Resurfacing	\$ 1,000,000	\$ -
	\$ 4,537,644	\$ 2,786,040

Summary of Capital Improvement Projects

<i>Project</i>	<i>2020 Budget</i>	<i>2020 Forecast</i>
Funded by Sales Tax	\$ 7,369,337	\$ 7,274,779
Funded by Gas Tax	\$ 4,537,644	\$ 2,786,040
	\$ 11,906,981	\$ 10,060,819

Proposed Capital Projects for 2020/2021

- Capital Ave; Moores Creek to North Rd
- Eddy St Underpass Rehabilitation
- Custer Ave Rehabilitation
- Annual Curb Ramp Installation
- Webb Road Paving Assessments
- Old Potash Hwy; North Rd to Webb Rd
- Broadwell Ave/ UPRR Grade Separation
- North Rd; Hwy 2 to 13th St
- North Rd; 13th St to Old Potash Hwy
- North Rd; Old Potash Hwy to Hwy 30
- N 80 Wetland Delineation
- Northwest Flood Control Project
- Sidewalk Cost Share Program
- Moores Creek Drain Extension
- Capital Avenue Drainage
- Platte Valley Industrial Park Outlet
- Capital Heights Drainage
- Misc Drainage Improvements- Various Locations

Capital Avenue, Moores Creek to North Road

\$1,090,000/ \$2,375,000

- Improvements from the Moores Creek Drainway at Capital Avenue to the intersection of North Road and Capital Avenue - continuation to the west of the Capital Avenue widening
- Concrete curb and gutter section with associated sidewalk, traffic control, drainage and other associated improvements



Eddy Street Underpass Rehabilitation

\$900,000/ \$1,057,000

- Preventative concrete patching, wall surface treatments, bird netting and other items will be addressed
- Construction 2021 (anticipate lane closures, but not full closure)



Custer Avenue Rehabilitation

\$900,000/ \$3,695,700

- Full depth removal of the driving lanes from Forrest Street to Old Potash Highway
- 1st stage of a 3 stage project will begin 2021





Annual Curb Ramp Installation

\$155,000

Required by the Federal American Disabilities Act (ADA) Regulations –installation program follows the previous year’s asphalt program and other priority corridors. Additional locations are added as funds allow.



Webb Road Paving Assessment (City share)

\$120,000

- 🌊 The City portion of the Webb Road paving improvements under District No. 1260 were set at \$803,896.74
- 🌊 Installments are set to be paid over the ten (10) year timeframe set by the Board of Equalization – 2021 is payment year six (6)



Old Potash Highway, North Road to Webb Rd

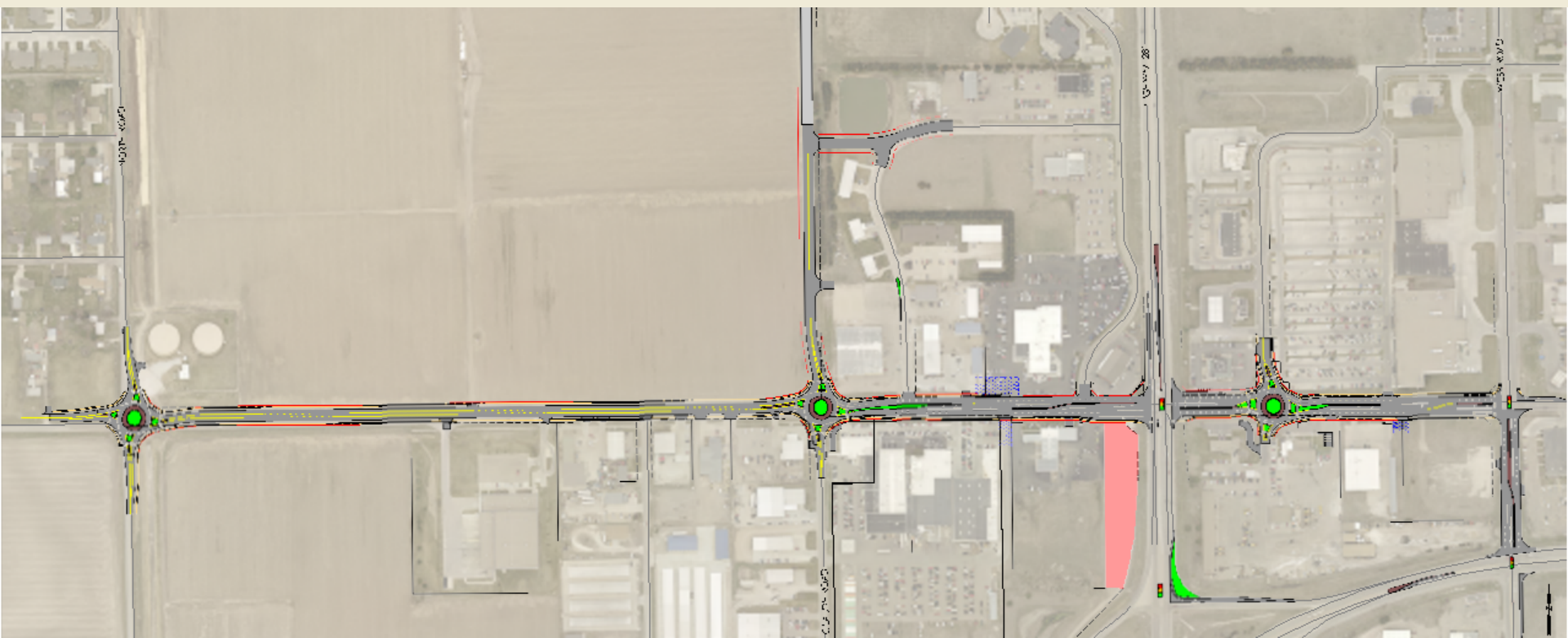
\$7,875,000/ \$15,735,000

Widening and reconfiguring Old Potash Highway from North Road to Webb Road, with signal and/or geometric improvements at intersections, and increased connectivity to roadway network



Old Potash Highway Overall Concept

- As part of the Old Potash Highway project, overall engineering concept/investigation is being done for potential US Highway 281 offset turn lanes (will require NDOT coordination)
- Potential Claude Road extension north to State Street and Diers Avenue intersection
- Possible changes at State St/ Diers Ave, 13th St/ Diers Ave, and Faidley Ave and Diers Ave



Broadwell/UPRR Grade Separation

\$124,000/ \$18,350,000

- FY 2021 Preliminary Environmental Linkage study
- Address solutions to vehicle traffic conflicts with railroad crossing
- Anticipate 10 year process to acquire funds (began FY 2019)





UNION PACIFIC RAILROAD & BRODWELL AVENUE GRADE SEPARATION FEASIBILITY STUDY

2018 - 2019 CAPITAL IMPROVEMENT PROJECTS

North Road, Highway 2 to 13th Street

\$2,540,000/ \$11,648,080

- Improvements from the intersection of Highway 2 and North Road to the intersection of 13th Street and North Road
 - Hwy 2 to Capital Avenue Construction 2020
 - Capital Avenue to 13th Street Design 2020
- Concrete curb and gutter roadway section with sidewalk, traffic control, drainage and other associated improvements



North Road, 13th Street to Old Potash Highway to \$15,000/ \$4,595,296

- Improvements from the intersection of 13th Street and North Road to the intersection of Old Potash Highway and North Road
- Concrete curb and gutter section with sidewalk, traffic control, drainage and other associated improvements
- ROW/Easement acquisitions FY 2021



North Road; Old Potash Highway to Highway 30

\$15,000/ \$3,014,768

- Improvements from the intersection of Old Potash Highway and North Road to the intersection of Highway 30 and North Road
- Concrete curb and gutter section with sidewalk, traffic control, drainage and other associated improvements
- ROW/Easement acquisitions FY 2021



North Moores Creek 80 Wetland Detention Design

\$150,000/ \$1,700,000

- City owned wetland bank
- Anticipated this will double as a detention cell to allow additional water storage on the north end of town
- Improve drainage depths in Moores Creek within the City



Northwest Flood Control Project

\$490,500

- Nearing completion, with updated flood map approval by end of September

Moores Creek Drain Extension

\$95,000/ \$245,000

- Construction to Copper Creek for drainage outlet



Capital Avenue Drainage

\$250,000

- 🏡 Ditch grading to improve drainage in the area of Capital Avenue from Carleton Drive to North Road



Platte Valley Industrial Park Outlet

\$200,000/ \$600,000

- Design and construction of drainage outlet in the Platte Valley Industrial Park area
- City partnership with Hall County, Central Platte Natural Resources District and Grand Island Area Economic Development Corporation
- City cost will be recouped by assessment district



Capital Heights Drainage District

\$300,000

- Petition from property owners north of Capital Avenue, east of Independence Avenue regarding drainage concerns
- Installation of drainage pipes to allow individual homes to pump
- Assessment District



Misc Drainage Improvements- Various Locations

\$75,000

- Small isolated culvert improvements in various locations of the City



2021 Capital Improvement Projects Funded with Gas Tax Money

Capital Ave; Moores Creek to North Rd	\$ 1,090,000
Eddy St Underpass Rehabilitation	\$ 900,000
Custer Ave Rehabilitation	\$ 900,000
Annual Curb Ramp Installation	\$ 155,000
Webb Road Paving Assessments	\$ 120,000
Old Potash Hwy; North Rd to Webb Rd	\$ 7,875,000
Broadwell Ave/ UPRR Grade Separation	\$ 124,000
North Rd; Hwy 2 to 13th St	\$ 2,540,000
North Rd; 13th St to Old Potash Hwy	\$ 15,000
North Rd; Old Potash Hwy to Hwy 30	\$ 15,000
	\$ 13,734,000

2021 Capital Improvement Projects Funded by Sales Tax

N 80 Wetland Delineation	\$	150,000
Northwest Flood Control Project	\$	490,500
Sidewalk Cost Share Program	\$	25,000
Moore's Creek Drain Extension	\$	95,000
Capital Avenue Drainage	\$	250,000
Platte Valley Industrial Park Outlet	\$	200,000
Capital Heights Drainage	\$	300,000
Misc Drainage Improvements- Various Locations	\$	75,000
	\$	1,585,500

2021 Capital Improvement Budget Summary

<i>Project</i>	<i>2021 Budget</i>
Funded by Gas Tax	\$ 13,734,000
Funded by Sales Tax	\$ 1,585,500
	\$ 15,319,500

- \$180,000 of capital dollars is mandated
- \$124,000 of capital dollars is funding Federal Aid projects

2021 Funding Sources- 210 Fund

Balance Forward	\$ 3,605,404
State Gas Tax Fund	\$ 5,500,000
NDOT Buy Backs	\$ 1,000,000
1/2 Cent Sales Tax	\$ 5,000,000
Other Revenue	\$ 2,749,672
Bond	\$ 4,500,000
Total Available Funding	\$ 22,355,076
210 Fund Capital Projects	\$ 13,734,000
210 Streets Expenses	\$ 5,323,610
210 Streets Non-Capital Projects	\$ 1,720,000
Total Expenses	\$ 20,777,610
Ending Cash Balance in 210 Fund	\$ 1,577,466

2021 Future Project Expenses

<i>Project</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>
Capital Ave; Moores Creek to North Rd	\$ 1,090,000	\$ 150,000	\$ 2,100,000		
Eddy St Underpass Rehabilitation	\$ 900,000				
Custer Ave Rehabilitation	\$ 900,000				
Annual Curb Ramp Installation	\$ 155,000	\$ 164,000	\$ 169,000	\$ 464,000	\$ 478,000
Webb Road Paving Assessments	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000
Old Potash Hwy; North Rd to Webb Rd	\$ 7,875,000	\$ 4,775,000			
Broadwell Ave/ UPRR Grade Separation	\$ 124,000	\$ 550,000	\$ 563,000		
North Rd; Hwy 2 to 13th St	\$ 2,540,000	\$ 2,854,000			
North Rd; 13th St to Old Potash Hwy	\$ 15,000	\$ 3,538,000	\$ 1,800,000		
North Rd; Old Potash Hwy to Hwy 30	\$ 15,000	\$ 150,000	\$ 2,650,000		
N 80 Westland Delineation	\$ 150,000				
Northwest Flood Control Project	\$ 490,500				
Sidewalk Cost Share Program	\$ 25,000				
Moores Creek Drain Extension	\$ 95,000				
Capital Avenue Drainage	\$ 250,000				
Platte Valley Industrial Park Outlet	\$ 200,000				
Capital Heights Drainage	\$ 300,000				
Misc Drainage Improvements- Various Locations	\$ 75,000				
Five Points Intersection Improvements		\$ 550,000			
US Highway 30 Bridges		\$ 230,000			
US Highway 34/ 281 Overlay			\$ 900,000		
US Highway 30 Realignment				\$ 1,600,000	
	\$ 15,310,500	\$ 13,081,000	\$ 8,302,000	\$ 2,184,000	\$ 508,000



City of Grand Island

Tuesday, July 28, 2020

Council Session

Item F-1

#9773 - Consideration of Annexing Property being Platted as Brooklyn Subdivision an Addition to the City of Grand Island (Final Reading)

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: July 28, 2020

Subject: An Ordinance to include Brooklyn Subdivision as an Addition to the City of Grand Island, Nebraska and the adjoining Right-of-Way

Presenter(s): Chad Nabity, AICP Planning Director

Background

The Annexation Component of the Grand Island Comprehensive Development Plan as adopted by the Grand Island City Council on July 13, 2004 sets as the policy of Grand Island that any and all property subdivided adjacent to the Corporate Limits of the City of Grand Island be annexed into the City at the time of subdivision approval.

Gerald L. Dean and Pamela K. Dean, husband and wife, as owners of the property submitted a plat of Brooklyn Subdivision an Addition to the City of Grand Island. The Hall County Regional Planning Commission recommended approval of the subdivision at their meeting on June 3, 2020.

Discussion

Staff has prepared an ordinance in accordance with the requirements of Nebraska Revised Statute §16-117. Annexation ordinances must be read on three separate occasions. This is the third reading of the ordinance. This ordinance includes exhibits showing the property to be considered for annexation and the legal descriptions of that property.

Annexation of this property will not result in the extension of the Grand Island Zoning Jurisdiction.

Two residential lots would be added to the City as a result of this annexation. This property is located west of St. Paul Road where it intersects with Dean Street east of and contiguous with Capital Mobile Home Park.

Alternatives

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

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

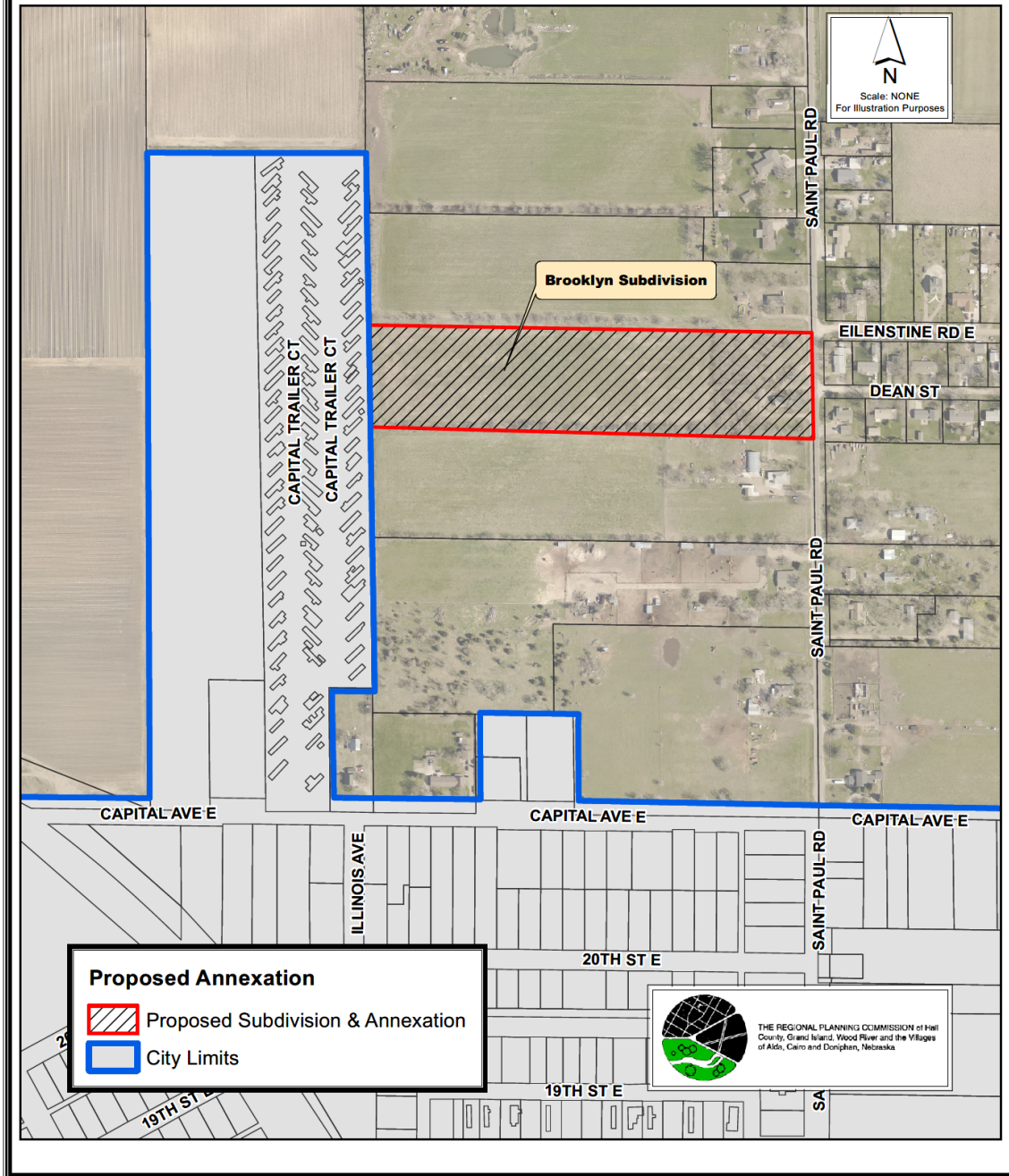
Recommendation

City Administration recommends that the Council pass the annexation ordinance.

Sample Motion

Move to approve the annexation ordinance on third reading.

PROPOSED ANNEXATION LOCATION MAP



* This Space Reserved For Register of Deeds *

ORDINANCE NO. 9773

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

WHEREAS, after Gerald L. Dean and Pamela K. Dean, husband and wife, as owner of the property submitted a plat of Brooklyn Subdivision an Addition to the City of Grand Island for approval; and

WHEREAS, the Annexation Component of the Comprehensive Development Plan for the City of Grand Island requires that owners of property proposed for subdivision adjacent to the Corporate Limits submit such subdivisions as additions to the City; and

Approved as to Form	<input type="checkbox"/>
July 24, 2020	<input type="checkbox"/> City Attorney

ORDINANCE NO. 9773(Cont.)

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

WHEREAS, on June 9, 2020 the City Council of the City of Grand Island held and considered such annexation and approved such annexation on first reading, approved such annexation on second reading on July 14, 2020, and approved such annexation on third and final reading on July 28, 2020.

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

SECTION 1. It is hereby found and determined that:

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

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

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

(D) There is unity of interest in the use of the said tract of land, lots, tracts, highways and streets (lands) with the use of land in the City, and the community convenience

and welfare and in the interests of the said City will be enhanced through incorporating the subject land within the corporate limits of the City of Grand Island.

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

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

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

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

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

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

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

ORDINANCE NO. 9773(Cont.)

Enacted: July 28, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

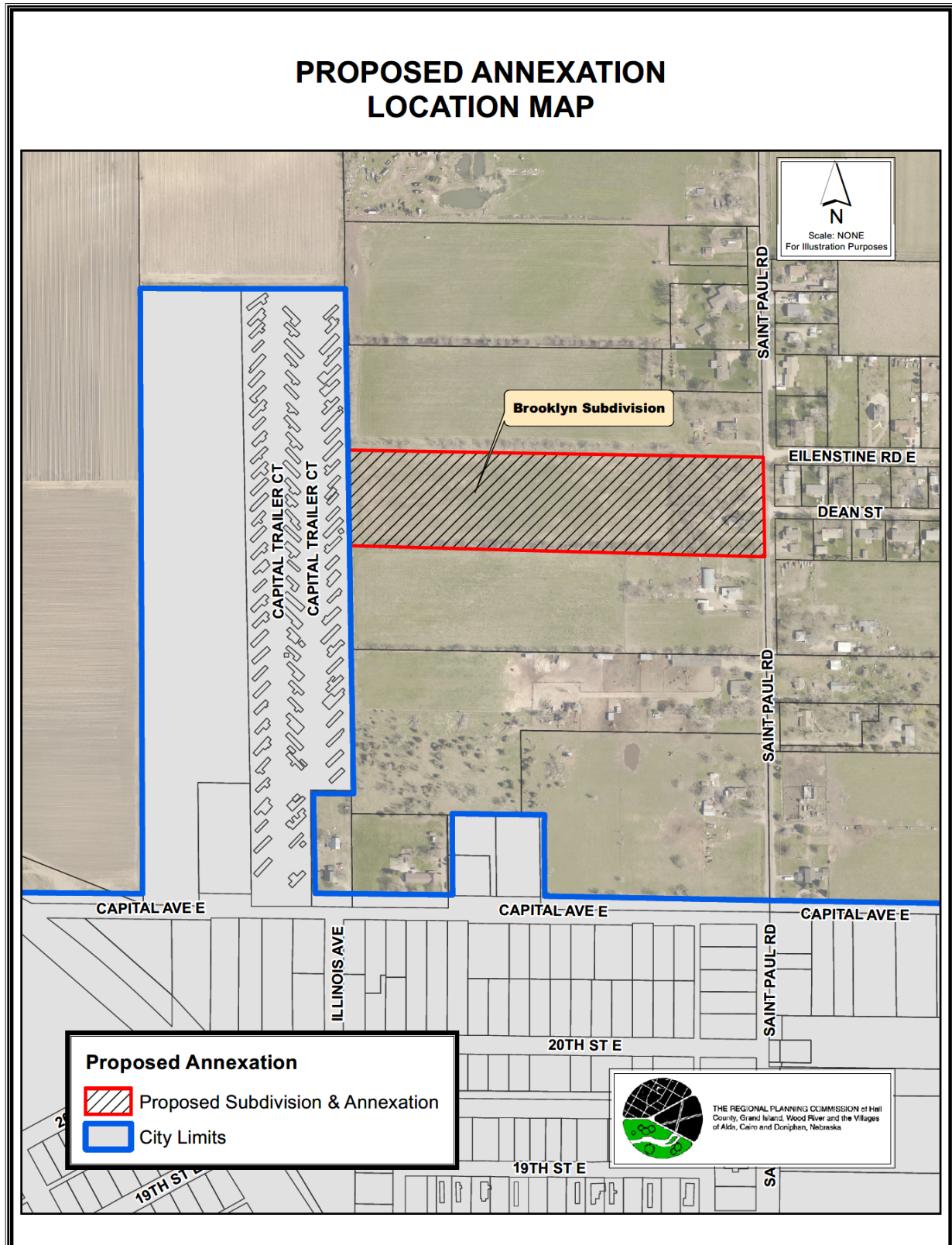
Exhibit A

LEGAL DESCRIPTION

A tract of land comprising the South Five (5.0) acres of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), and the North Five (5.0) acres of the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section Four (4), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Beginning at a point on the east line of said Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), said point being One Thousand One Hundred Fifteen and Twenty Eight Hundredths (1,115.28) feet south of the northeast corner of said Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), said point also being the southeast corner of Pollock Subdivision; thence running southerly, along and upon the east line of said Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), and along and upon the east line of of said Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4), a distance of Three Hundred Twenty Nine and Eighty Nine Hundredths (329.89) feet; thence deflecting right 91°27'37" and running westerly, a distance of One Thousand Three Hundred Thirty Six and Sixteen Hundredths (1,336.16) feet to a point on the west line of said Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4); thence deflecting right 88°44'43" and running northerly, along and upon the west line of said Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4), and along and upon the west line of said Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4), a distance of Three Hundred Twenty Nine and Nine Hundredths (329.09) feet to the southwest corner of said Pollock Subdivision, thence deflecting right 91°13'19" and running easterly, along and upon the south line of said Pollock Subdivision, a distance of One Thousand Three Hundred Thirty Four and Ninety Six Hundredths (1,334.96) feet to the point of beginning. Along with all Additional dedicated rights-of-way.

Actual tract containing 10.099 acres, more or less.





City of Grand Island

Tuesday, July 28, 2020

Council Session

Item F-2

#9777 - Consideration of Vacation of Utility Easements at 3860 S. Locust Street - Hooker Bros. Sand & Gravel, Inc.

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: July 28, 2020

Subject: Ordinance #9777 - Consideration of Vacation of Utility Easements – Hooker Bros. Sand & Gravel, Inc. – 3860 S. Locust Street

Presenter(s): Timothy Luchsinger, Utilities Director

Background

There are two existing twenty (20) foot wide utility easements located on the plat of the Northeast Quarter (NE ¼), Southeast Quarter (SE ¼) of Section Thirty-three (33), Township Eleven (11) North, Range Nine (9) West, in Hall County, Nebraska. The existing electrical easements were acquired in 2000 and 2011.

Discussion

Hooker Bros. Sand & Gravel, Inc. is putting on an addition to their maintenance building located at 3860 South Locust Street. An existing pad-mount transformer has been relocated to accommodate the addition. The existing two 20' easements need to be vacated and a new 20' utility easement will be acquired for the existing underground electric service.

Alternatives

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

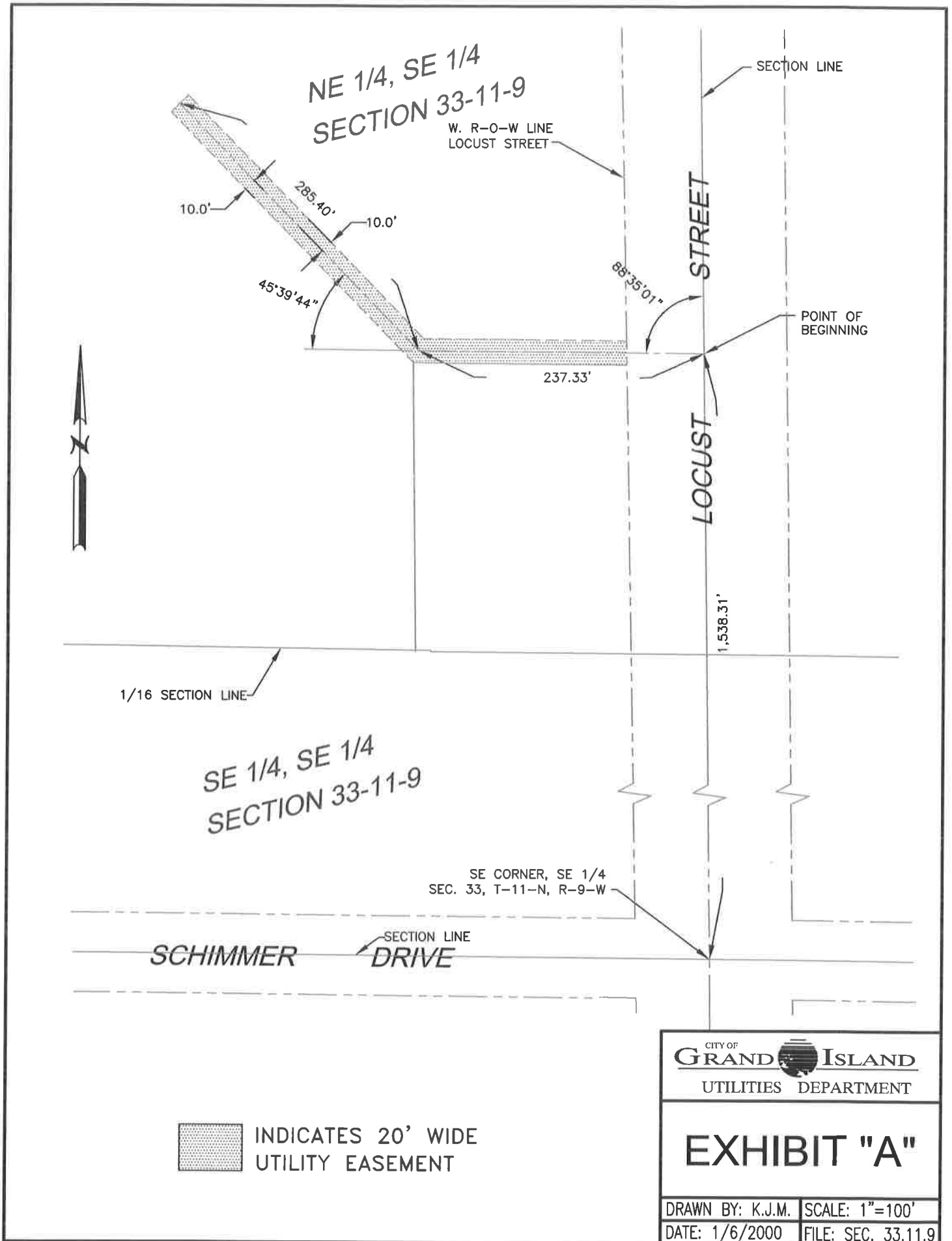
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

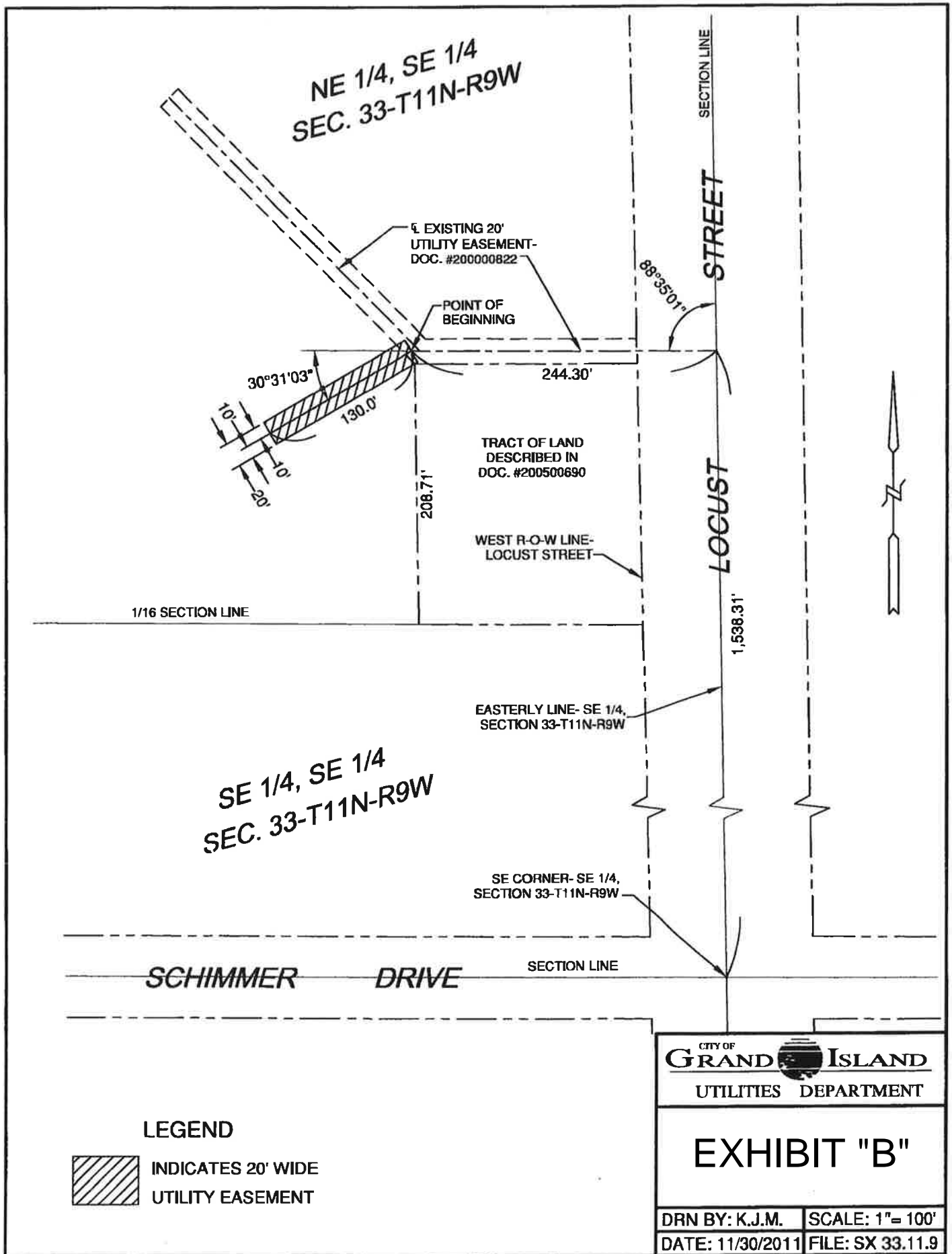
Recommendation

City Administration recommends that the Council approve the Ordinance, and that the described easements be vacated.

Sample Motion

Move to approve the Ordinance and vacate the utility easements as described in Document No. 200000822 (Exhibit A) and Document No. 201109576 (Exhibit B), originally a part of the Northeast Quarter (NE ¼), Southeast Quarter (SE ¼) of Section Thirty-three (33), Township Eleven (11) North, Range Nine (9) West of the 6th PM, in Hall County, Nebraska.





ORDINANCE No. 9777

An ordinance to vacate utility easements recorded in the Register of Deeds Office, Hall County, Nebraska as Document No. 200000822 and Instrument No. 201109576, and recorded in the Hall County, Nebraska Register of Deeds Office and originally located in part of the Northeast Quarter of the Southeast Quarter (NE ¼, SE ¼), of Section Thirty-Three (33), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska, and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; and to provide for the publication and the effective date of this ordinance.

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

SECTION 1. That the easement and right-of way tracts to be vacated being more particularly described as follows:

EXHIBIT “A” (Instrument Number 200000822):

The centerline of a twenty (20.0) foot wide easement and right-of-way tract being more particularly described as follows:

Commencing at the Southeast corner of the Southeast (SE1/4), of Section Thirty Three (33), Township Eleven (11) North, Range Nine (9) West; thence northerly along the easterly line of said Southeast Quarter (SE1/4), a distance of one thousand five hundred thirty eight and thirty one hundredths (1,538.31) feet to the Actual Point of Beginning; thence deflecting left 88°35’01” and running westerly, a distance of two hundred thirty seven and thirty three hundredths (237.33) feet;

Approved as to Form	▣ _____
July 24, 2020	▣ City Attorney

ORDINANCE NO. 9777(Cont.)

thence deflecting right 45°39'44" and running northwesterly, a distance of two hundred eighty five and forty hundredths (285.40) feet to the point of termination, excepting a certain tract of land deeded to Hall County, as described in Warranty Deed Number 98-102364, as recorded in the Deeds Office, Hall County, Nebraska.

EXHIBIT "B" (Instrument Number 201109576):

The centerline of a twenty (20.0) foot wide easement and right-of-way tract being more particularly described as follows:

Commencing at the Southeast corner of the Southeast (SE1/4), of Section Thirty Three (33), Township Eleven (11) North, Range Nine (9) West; thence northerly along the easterly line of said Southeast Quarter (SE1/4), a distance of one thousand five hundred thirty eight and thirty one hundredths (1,538.31) feet; thence deflecting left 88°35'01" and running westerly along the centerline of an existing easement described in Document 200000822 recorded in the Register of Deeds Office, Hall County, Nebraska, a distance of two hundred forty four and thirty hundredths (244.30) feet to the Actual Point of Beginning; thence deflecting left 30°31'03" and running southwesterly, a distance of one hundred thirty (130.0) feet to the point of termination.

Such Utility Easements to be vacated as shown on Exhibit "A" and Exhibit "B" attached hereto dated 1/6/2000 and 11/30/2011 and incorporated herein by reference.

SECTION 2. This Ordinance is hereby directed to be recorded in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be in force and take effect from and after its passage and publication within fifteen (15) days in one issue of the Grand Island Daily Independent as provided by law.

Enacted: July 28, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 28, 2020

Council Session

Item F-3

**#9778 - Consideration of Vacation of Utility Easement at 3551
North U.S. Highway 281 - Grone's/Tilleys**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting: July 28, 2020

Subject: Ordinance #9778 - Consideration of Vacation of Utility Easement – 3551 North U.S. Highway 281- Grones/Tilleys

Presenter(s): Timothy Luchsinger, Utilities Director

Background

A 16-foot power easement was platted on the original plat of Pulte Subdivision and remained after the re-subdividing into Pulte Second Subdivision. Grones (3551 North U.S. Highway 281) was being fed by the overhead primary electric line which resided in the 16-foot power easement.

Discussion

The overhead primary electrical line that went through Lot Three (3), Pulte Second Subdivision (Grones at 3551 North U.S. Highway 281), has been converted to underground and relocated to the front of the lot. The portion of the remaining easement consists of overhead and underground lines and appurtenances. The vacation of this easement will allow the business owner to proceed with future building expansion.

Alternatives

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

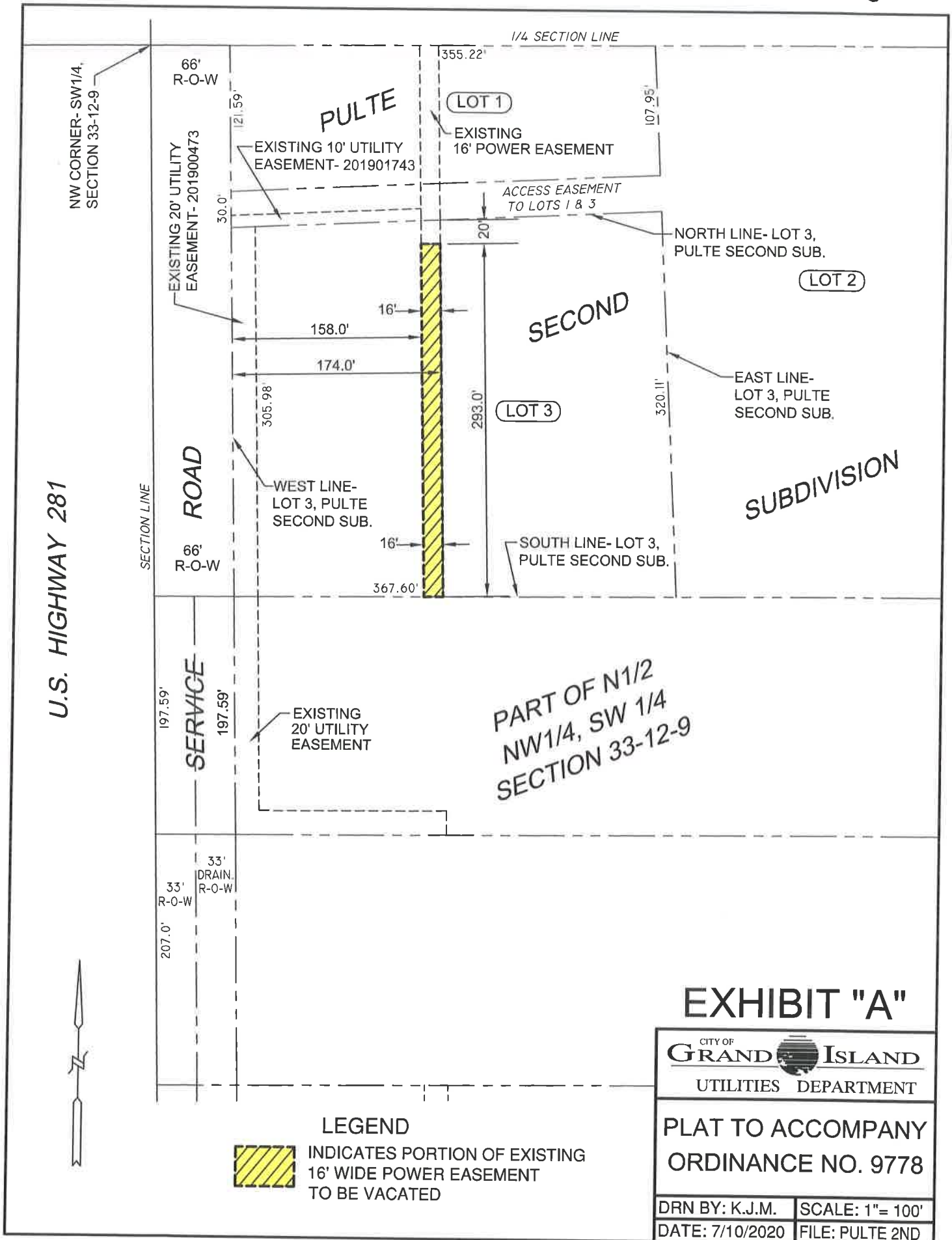
1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve the Ordinance, and that the described easement be vacated.

Sample Motion

Move to approve the Ordinance and vacate the utility easements as described in Document No. 90101955 (Exhibit A) in the City of Grand Island, Hall County, Nebraska.



THIS SPACE RESERVED FOR REGISTER OF DEEDS

ORDINANCE No. 9778

An ordinance to vacate a utility easements recorded in the Register of Deeds Office, Hall County, Nebraska as Document No. 9010955, and recorded in the Hall County, Nebraska Register of Deeds Office and originally located in part of Pulte Subdivision, in the City of Grand Island, Hall County, Nebraska, and to provide for filing this ordinance in the office of the Register of Deeds of Hall County, Nebraska; and to provide for the publication and the effective date of this ordinance.

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

SECTION 1. That the sixteen (16.0) foot wide easement and right-of-way tract originally platted in Pulte Subdivision, now located in part of Lot Three (3), Pulte Second Subdivision, in the City of Grand Island, Hall County, Nebraska to be vacated being more particularly described as follows:

The easterly sixteen (16.0) feet of the westerly one hundred seventy-four (174.0) feet of the southerly two hundred and ninety-three (293.0) feet of Lot Three (3), Pulte Second Subdivision.

Such Utility Easement to be vacated as shown on Exhibit “A” attached hereto dated 7/10/2020 and incorporated herein by reference.

Approved as to Form	by _____
July 24, 2020	City Attorney

ORDINANCE NO. 9778(Cont.)

SECTION 2. This Ordinance is hereby directed to be recorded in the office of the Register of Deeds of Hall County, Nebraska.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be in force and take effect from and after its passage and publication within fifteen (15) days in one issue of the Grand Island Daily Independent as provided by law.

Enacted: July 28, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 28, 2020

Council Session

Item F-4

#9779 - Consideration of Vacation of Public Utility Easement in Sterling Estates Tenth Subdivision; 3793 Monarch Avenue (Starostka Group Unlimited, Inc.)

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: July 28, 2020

Subject: Consideration of Vacation of Public Utility Easement in Sterling Estates Tenth Subdivision; 3793 Monarch Avenue (Starostka Group Unlimited, Inc.)

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

Background

A public utility easement within Sterling Estates Tenth Subdivision was dedicated on July 28, 2015, via Resolution No. 2015-192 and filed with Hall County Register of Deeds on September 15, 2015 as Document No. 201506285.

Discussion

The current property owner of 3793 Monarch Avenue is requesting to vacate such dedicated easement to allow for further development of the area. There is no utility currently or proposed within this easement that will be affected by the vacation. The attached sketch details the referenced easement to be vacated.

Alternatives

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

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

Recommendation

City Administration recommends that the Council pass an ordinance vacating the public utility easement in Sterling Estates Tenth Subdivision; 3793 Monarch Avenue (Starostka Group Unlimited, Inc.).

Sample Motion

Move to pass an ordinance vacating the easement.

ORDINANCE NO. 9779

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

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

SECTION 1. That existing public utility easement located in Sterling Estates Tenth Subdivision, in the City of Grand Island, Hall County, Nebraska and more particularly described as follows:

A TRACT OF LAND IN PART OF LOT 1, BLOCK 2, STERLING ESTATES TENTH SUBDIVISION, CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 2, STERLING ESTATES TENTH SUBDIVISION, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE N00°52'40"E, ALONG THE WEST LINE OF SAID LOT 1, BLOCK 2, A DISTANCE OF 120.00 FEET TO A POINT BEING THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 2; THENCE S89°07'20"E, ALONG THE NORTH LINE OF SAID LOT 1, BLOCK 2, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF MONARCH AVENUE, A DISTANCE OF 25.47 FEET; THENCE S00°52'40"W A DISTANCE OF 120.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1, BLOCK 2; THENCE N89°07'20"W, ALONG SAID SOUTH LINE, A DISTANCE OF 25.47 FEET TO THE POINT OF BEGINNING. SAID TRACT CONTAINS A CALCULATED AREA OF 3056 SQUARE FEET OR 0.07 ACRES MORE OR LESS.

Approved as to Form	<input type="checkbox"/>	_____
July 24, 2020	<input type="checkbox"/>	City Attorney

ORDINANCE NO. 9779 (Cont.)

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

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

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

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

Enacted: July 28, 2020

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 28, 2020

Council Session

Item G-1

Approving Minutes of July 14, 2020 City Council Regular Meeting

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL REGULAR MEETING

July 14, 2020

Pursuant to due call and notice thereof, a Regular Meeting of the City Council of the City of Grand Island, Nebraska was conducted by Zoom in the Council Chambers of City Hall, 100 East First Street, on July 14, 2020. Notice of the meeting was given in *The Grand Island Independent* on July 8, 2020.

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, Vaughn Minton, Julie Hehnke, Clay Schutz, Mitch Nickerson, and Chuck Haase. Jason Conley and Justin Scott were absent. The following City Officials were present: City Administrator Jerry Janulewicz, City Clerk RaNae Edwards, Finance Director Patrick Brown, and Public Works Director John Collins.

PUBLIC HEARINGS:

Public Hearing on the Semi-Annual Report by the Grand Island Area Economic Development Corporation/Citizens Advisory Review Committee on the Economic Development Program Plan. Mary Berlie, Executive Vice President of the Grand Island Area Economic Development Corporation and Mike Schuster, Chairman of the Citizens Advisory Review Committee presented the Semi-Annual Report. No public testimony was heard.

Public Hearing on Acquisition of Utility Easement - 655 S. Cherry Street - Nikodym. Utilities Director Tim Luchsinger reported that acquisition of a utility easement located at 655 S. Cherry Street was needed in order to have access to install, upgrade, maintain, and repair power appurtenances, including lines and transformers. John and Janice Nikodym had re-subdivided the Super Bowl Subdivision and had constructed a home on Lot Two (2) of Nikodym Subdivision. The existing transformer that feeds Lot Two (2), would also feed Lot Three (3) to the north. The 20 foot wide easement 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.

Public Hearing on Acquisition of Public Utility Easement for North Road - 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (GC Mini Storage, LLC- 3007 N North Road). Public Works Director John Collins reported that right-of-way was needed to accommodate roadway improvements for the North Road - 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5. The property owner had signed the necessary document to grant the property. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Right-of-Way for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Concord Development, Pontious, GStar Investments, Hornady, Levander, Cummins). Public Works Director John Collins reported that public right-of-way was needed to accommodate intersection improvements for the Old Potash Highway

Roadway Improvements; Project No. 2019-P-1. The property owners had signed the necessary documents to grant the property. Staff recommended approval. No public testimony was heard.

Public Hearing on Acquisition of Public Easements for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Concord Investments, GNT Properties, Bosselman Pump & Pantry, Inc., Pontious, GStar Investments, Hornady, & Levander). Public Works Director John Collins reported that public easements were needed to accommodate the roadway improvements along Old Potash Highway. The property owners had signed the necessary documents to grant the property. Staff recommended approval. No public testimony was heard.

ORDINANCES:

#9773 – Consideration of Annexing Property being Platted as Brooklyn Subdivision an Addition to the City of Grand Island (Second Reading)

Regional Planning Director Chad Nabity reported that Gerald and Pamela Dean, owners of the property, submitted a plat of Brooklyn Subdivision an Addition to the City of Grand Island. Two residential lots would be added to the City as a result of this annexation. This property was located west of St. Paul Road where it intersects with Dean Street and east of and contiguous with Capital Mobile Home Park. This was the second of three readings. Staff recommended approval.

Motion by Schutz, second by Nickerson to approve Ordinance #9733 on second reading only. Upon roll call vote, all voted aye. Motion adopted.

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

- #9774 - Consideration of Creation of Drainage Improvement District No. 2020- 1; Portions of Platte Valley Industrial Park 3rd, 4th, 6th, 8th, 9th & 10th Subdivisions
- #9775 - Consideration of Sale of Property Located at 3231 West Schimmer Drive (Parcel No. 400401746)
- #9776 - Consideration of Vacation of Public Utility Easement in Kings Crossing Subdivision; 228 Lake Street (Grand Island Hotel, LLC)

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

- #9774 - Consideration of Creation of Drainage Improvement District No. 2020- 1; Portions of Platte Valley Industrial Park 3rd, 4th, 6th, 8th, 9th & 10th Subdivisions

Public Works Director John Collins reported that the District would be made up of properties on both the east and west side of Gold Core Drive, south of Schimmer Drive. The project would

consist of creating an outlet for the Platte Valley Industrial Park (PVIP) and connecting it to a ditch, which would be constructed in partnership with the Central Platte Natural Resources District (CPNRD), City of Grand Island, Hall County, and the Grand Island Area Economic Development Corporation (GIAEDC). Property owners had inquired about improving drainage in this area and a plan had been developed by the above partnership. The new ditch would improve drainage both up and down stream of the PVIP.

Motion by Haase, second by Schutz to approve Ordinance #9774 on second and final reading.

City Clerk: Ordinance #9774 on second and final reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on second and final readings, Ordinance #9774 is declared to be lawfully adopted upon publication as required by law.

#9775 - Consideration of Sale of Property Located at 3231 West Schimmer Drive (Parcel No. 400401746)

Public Works Director John Collins reported that Bosselman Energy, Inc. had submitted a proposal in the amount of \$135,000.00, with plans to install an unmanned card lock fueling station to service the Platte Valley Industrial Park, as well as the Grand Island Community, per the letter submitted with their offer. Staff recommended approval.

Motion by Stelk, second by Jones to approve Ordinance #9775.

City Clerk: Ordinance #9775 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9775 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9775 is declared to be lawfully adopted upon publication as required by law.

#9776 - Consideration of Vacation of Public Utility Easement in Kings Crossing Subdivision; 228 Lake Street (Grand Island Hotel, LLC)

Public Works Director John Collins reported that the current property owner of 228 Lake Street was requesting to vacate the public utility easement to allow for further development of the area. There was no utility currently or proposed within this easement that would be affected by the vacation. Staff recommended approval.

Motion by Stelk, second by Schutz to approve Ordinance #9776.

City Clerk: Ordinance #9776 on first reading. All those in favor of the passage of this ordinance on first reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

City Clerk: Ordinance #9776 on second and final reading. All those in favor of the passage of this ordinance on second and final reading, answer roll call vote. Upon roll call vote, all voted aye. Motion adopted.

Mayor Steele: By reason of the roll call votes on first reading and then upon second and final readings, Ordinance #9776 is declared to be lawfully adopted upon publication as required by law.

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

Approving Minutes of June 23, 2020 City Council Regular Meeting.

#2020-154 - Approving Memorandum of Understanding with the Grand Island Public Schools for School Resource Officers (SRO's).

#2020-155 - Approving Acquisition of Utility Easement - 655 S. Cherry Street – Nikodym.

#2020-156 - Approving Acquisition of Public Utility Easement for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (GC Mini Stroage, LLC- 3007 N North Road).

#2020-157 - Approving Final Acceptance of Stolley Park Road Reconfiguration; Project No. HSIP-5402(5).

#2020-158 - Approving Certificate of Final Completion for Sanitary Sewer District No. 543; Willow Street with Starostka Group Unlimited, Inc. of Grand Island, Nebraska.

#2020-159 - Approving Acquisition of Public Right-of-Way for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Concord Development, Pontious, GStar Investments, Hornady, Levander, Cummins.

#2020-160 - Approving Acquisition of Public Easements for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Concord Investments, GNT Properties, Bosselman Pump & Pantry, Inc., Pontious, GStar Investments, Hornady, Levander).

#2020-161 - Approving Temporary Construction Easement for Old Potash Highway Roadway Improvements; Project No. 2019-P-1 (Barrow, B.K. Fischer, Cummins, GNT Properties, Bosselman Pump & Pantry, Inc., Pontious, GStar Investments, Hornady, Levander).

RESOLUITON:

#2020-162 - Consideration of Approving the Semi-Annual Report by the Grand Island Area Economic Development Corporation/Citizens Advisory Review Committee on the Economic Development Program Plan. This item was related to the aforementioned Public Hearing.

Motion by Haase, second by Hehnke to approve Resolution #2020-162. Upon roll call vote, all voted aye. Motion adopted.

PAYMENT OF CLAIMS:

Motion by Minton, second by Jones to approve the payment of claims for the period of June 24, 2020 through July 14, 2020 for a total amount of \$ \$5,117,511.14. Upon roll call vote, all voted aye. Motion adopted.

ADJOURNMENT: The meeting was adjourned at 7:30 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, July 28, 2020

Council Session

Item G-2

Approving Minutes of July 14, 2020 City Council Budget Work Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL BUDGET WORK SESSION

July 14, 2020

Pursuant to due call and notice thereof, a Budget Work Session 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 July 14, 2020. Notice of the meeting was given in *The Grand Island Independent* on July 10, 2020.

Mayor Roger G. Steele called the meeting to order at 7:31 p.m. The following City Council members were present: Mike Paulick, Jeremy Jones, Mark Stelk, Vaughn Minton, Julie Hehnke, Clay Schutz, Mitch Nickerson, and Chuck Haase. Jason Conley and Justin Scott were absent. The following City Officials were present: City Administrator Jerry Janulewicz, City Clerk RaNae Edwards, Finance Director Patrick Brown, and Public Works Director John Collins.

SPECIAL ITEMS:

Continued FY 2020/2021 Budget Discussions. Finance Director Patrick Brown stated the good news was the states sales tax for the month of July was up from what was previously figured by his department. He reported that due to the pandemic and the uncertainty of the City's revenue sources for the upcoming budget year, certain decisions needed to be made as to the funding of General Fund operations and the use of Cash Reserves.

The Budget Policy Review Committee met on July 10, 2020 and agreed on Model 2 of 4 Models.

The following assumptions were made for each model:

- 15% reduction in Sales Tax Revenue
- 2% Property Tax Increase (discussion point)
- 3% revenue growth for year 2022 and 2% growth for years 2023-2026
- 3.31% growth in Personnel Services for years 2022-2026 (see historical data)
- 0% cost of living adjustment for non-union members in the General Fund for FY2021
- Transfers out of \$750k for Economic Development (LB840), Community Development \$25k, Transit \$220k, and Capital Equipment of \$500k

Model 2:

Use \$1,445,883 in cash reserves for the FY2021 budget. The transfers into the General Fund consist of \$35,000 for the Vet's Cemetery maintenance, \$65,000 for Grand Generation Center, and \$250,000 KENO funds. The \$1,445,883 does not include capturing the incremental increase in property tax (adjusting the city's mill levy down). If the City keeps the same mill levy, cash reserves would be reduced by \$1,211,190.

Discussion was held regarding Parks and Recreation projects, Grow Grand Island renewal of contract, KENO funds transfer, and personnel services. Discussion was held regarding the 0% increase in personnel services for the non-union. Comments were made about leaving the tax request the same and use the cash balance to lower the levy.

Mr. Brown commented on using cash reserves for situations like what we are going through now with COVID-19. He mentioned the Revised Fiscal Policy which the Budget Policy Committee reviewed and that the Revised Fiscal Policy would come to council at the July 28, 2020 City Council meeting for approval.

Mr. Brown stated next week would be a Study Session to cover the Fee Schedule, Enterprise Funds, Utilities and Public Works budgets.

Mayor Steele stated the historical data showed a 3.31% increase in personnel costs. He thanked Mr. Brown for the work on this budget during these difficult times.

ADJOURNMENT: The meeting was adjourned at 8:04 p.m.

RaNae Edwards
City Clerk



City of Grand Island

Tuesday, July 28, 2020

Council Session

Item G-3

Approving Minutes of July 21, 2020 City Council Study Session

Staff Contact: RaNae Edwards

CITY OF GRAND ISLAND, NEBRASKA

MINUTES OF CITY COUNCIL STUDY SESSION

July 21, 2020

Pursuant to due call and notice thereof, a Study Session 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 July 21, 2020. Notice of the meeting was given in *The Grand Island Independent* on July 15, 2020.

Mayor Roger G. Steele called the meeting to order at 7:00 p.m. The following City Council members were present: Mike Paulick, Justin Scott, Mark Stelk, Vaughn Minton, Julie Hehnke, Clay Schutz, Mitch Nickerson, and Chuck Haase. Jeremy Jones was absent. Jason Conley was present at 7:16 p.m. The following City Officials were present: City Administrator Jerry Janulewicz, Deputy City Clerk Jill Granere, Finance Director Patrick Brown, and Public Works Director John Collins.

SPECIAL ITEMS:

Presentation of the Electric and Water Budgets for FY 2020-2021. Utilities Director Tim Luchsinger stated both the electrical and water were dependent on the weather. Reviewed were the budget guidelines of budgeting conservative (low) revenues and conservative (high) operating costs. They maintain adequate cash reserves and manage controllable operating expenses and capital expenditures.

Cash reserve considerations were: working capital, replacement power, asset replacement, Capital Improvement Reserve, and Debt Service Reserve. The proposed Electric Fund budget was \$32,971,700 and the Water Fund budget was \$2,759,100 for FY 2020-2021.

Councilmember Haase mentioned the cash revenue side and doesn't think this is the time to be conservative.

Councilmember Nickerson mentioned utilities billing and people behind on payments. Discussion was held and Utilities Director Tim Luchsinger advised they did not see much of a drop in payments.

Review Electrical Enterprise Fund.

The following Electric Capital Improvements were presented with a total Capital Budget of \$9,365,000:

- Transmission and Substation Upgrades - \$1,000,000
- Bond payments - \$3,345,000
- Distribution improvements - \$3,770,000
- Power plant maintenance/improvements - \$1,250,000

Review Water Enterprise Fund. Utilities Director Tim Luchsinger reviewed the following Water Capital Improvements with a total Capital Budget of \$1,295,000:

- Bond payments - \$310,000
- Distribution improvements - \$925,000
- Production improvements \$60,000

Review Wastewater Division Budget for FY 2021. Public Works Director John Collins reviewed the Wastewater Division.

The Wastewater Division was an Enterprise Fund that relied on revenues collected from community residents, businesses, and industries to meet all state and national requirements. It is funded solely through self-generated revenue. The average residential bill for 2019 was \$30.89, well below the \$55.77 average.

Mentioned was a Wastewater overview on average 13.2 million gallons per day (MGD) and Fat, Oil, Grease Monitoring particularly damaging to the collection system.

Mr. Collins gave an overview of the Wastewater Division and the FY 2021 Capital Projects which totaled \$7,438,100.

The following projects were presented:

- Collection System Breaks - \$350,000
- Aeration Basin Diffuser Replacement - \$50,600
- Downtown Manhole Rehabilitation - \$367,500
- WWTP Security System - \$50,000
- Final Clarifier No. 2 Rehabilitation - \$275,000
- WWTP Piping for JBS Flow - \$80,000
- North GI/CNRA Improvements; Project No. 2017-S-4 - \$872,000
- Lab, Ops Control Center, and Admin Building Renovations - \$3,088,000
- WWTP Paving Improvements - \$1,165,000
- Relocate Lift Station No. 17 - \$150,000
- Ellington Pointe; Sanitary Sewer District No. 544 - \$930,000
- UV Diversion Gate Valve Replacement - \$50,000

Mentioned was the 2021 Budget:

- Beginning cash - (\$20,578,189)
- Revenue – (\$13,476,493)
- Total Revenue – (\$34,054,682)
- Operating Costs – \$7,932,624
- Loan/Bond Payments - \$4,709,416
- Capital Expenses - \$7,438,100
- Total Expenditures - \$20,080,140
- Ending Cash Balance – (\$13,974,542)

Reviewed were the 2020 Capital Project future expenses which totaled \$25,482,643 through 2024. Mentioned were several Wastewater Operation Awards received.

Review Solid Waste Budget for FY 2020-2021. Public Works Director John Collins presented the Solid Waste Budget for FY 2020-2021.

Mr. Collins stated they received no funding from the General Fund and all revenues were generated from tipping fees. This was one of the few divisions within the City that had competition. They served both residents and non-residents. He stated the landfill had 19 years of life left in the current area which included Cells 1, 2 & 3 and approximately 27 years of life were left in the total Phase 1 area.

Mentioned were notable items in FY 2020 with continued routine capital replacement schedule within the Transfer Station and Landfill. The Landfill used dozer for back-up machine and the Transfer Station used new wheel loader, truck and transfer trailer. The Transfer Station operations and facility improvement study was progressing.

The following 2021 Budget were presented:

- Personnel - \$1,320,693
- Operations - \$1,274,938
- Capital - \$2,810,000

The following 2021 Budget Capital expenditures were presented:

- Replacement of landfill compactor - \$675,000
- Replacement of Utility vehicle/litter vacuum for landfill - \$75,000
- Transfer station and landfill concrete replacement
- Old Phillips Landfill earthwork and re-capping per NDEE requirements - \$2,000,000

Mr. Collins gave the following overview for Equipment Operator (1.0 FTE):

- Annual tonnage at the transfer station averaged 53,000 tons annually (FY2010/FY2011)
- Annual tonnage has continued to increase, with last fiscal year reaching 68,000 tons received, which is 28% higher than the FY2010/FY2011 average
- The increase equates to an additional 750 truckloads of waste hauled to the landfill in one (1) year
- An additional equipment operator is imperative for keeping up with this significant work load on an annual basis

Mentioned was a proposed rate increase for FY 2021. They were looking at a 5.23% increase at the transfer station.

Discussion was held with Jeff Wattier in regards to the no cash system and how it was working. Jeff stated it was working but not ideal.

Review of FY 2020-2021 Fee Schedule. Finance Director Patrick Brown presented the proposed fee schedule for FY2020-2021. Reviewed were changes to the Building Department, Emergency Management, Fire Department, Ambulance, Library/Makerspace, Cemetery, Golf Course, Heartland Public Shooting Park, Community Fieldhouse, Planning Department, Public Works Department, and Solid Waste.

Finance Director Patrick Brown mentioned refunding bonds and electric bonds and bringing the resolutions to the next meeting.

Councilmember Haase mentioned the 3D Archery, Parks Director Todd McCoy discussed it was not a popular item and was too costly to replace. There would still be recreational archery. Also discussed was the golf cart fees for 15 years of age and younger.

Fire Chief Cory Schmidt and EMS Division Chief Russ Blackburn discussed fees based on non-insured, insured, Medicare and Medicaid. Discussion was held about bill coding and if the city could bring that in house.

Discussion Regarding Cost-of-Living (COLA) Increases for Non-Union Employees. Finance Director Patrick Brown presented the COLA would move current compensation closer into alignment with other municipalities of similar size in our Metropolitan Statistical Area. The proposed adjustment minimizes pay inequities within the organization and future catchup costs.

Mentioned were different combinations of COLA's cost savings to the General Fund.

- 2% COLA – Cost - \$193,305.44
- 1.5% COLA/.5% Pension – Cost - \$184,102.87 – Savings (\$9,202.57)
- 1% COLA/1% Pension – Cost - \$174,692.90 – Savings (\$18,612.54)
- .5% COLA/1.5% Pension – Cost - \$165,074.80 Savings (\$28,230.64)

Discussion was held about Unions receiving COLA and Non-Union Employees not receiving one. Human Resource Director discussed the IBEW Union and they were happy with the pension contribution.

ADJOURNMENT: The meeting was adjourned at 8:25 p.m.

Jill Granere
Deputy City Clerk



City of Grand Island

Tuesday, July 28, 2020

Council Session

Item G-4

Approving Re-Appointments of Jim Partington and Mike Spilinek to the Building Code Advisory Board

Mayor Steele has submitted the re-appointments of Jim Partington and Mike Spilinek to the Building Code Advisory Board. The appointments would become effective August 1, 2020 upon approval by the City Council and would expire on August 1, 2022.

Staff Contact: Mayor Roger Steele



City of Grand Island

Tuesday, July 28, 2020

Council Session

Item G-5

#2020-163 - Approving Request from Leo's Market, LLC dba Leo's Market, LLC, 218 S. Wheeler Ave., for a Class "D" Liquor License and Liquor Manager Designation for Dayrin Ramirez, 104 Lakeview Circle Apt. #7, Grand Island, Nebraska

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

Staff Contact: RaNae Edwards

RESOLUTION 2020-163

WHEREAS, an application was filed by Leo's Market, LLC doing business as Leo's Market, 218 S. Wheeler Avenue for a Class "D" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on July 18, 2020; such publication cost being \$16.76; and

WHEREAS, a public hearing was held on July 28, 2020 for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

_____ The City of Grand Island hereby recommends approval of Dayrin Ramirez, 104 Lakeview Circle, Apt 7, Grand Island, Nebraska as liquor manager of such business.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 24, 2020	☐ City Attorney



City of Grand Island

Tuesday, July 28, 2020

Council Session

Item G-6

#2020-164 - Approving Request from Havana Night, LLC dba Havana Night, 1403 S. Eddy Street, for a Class “I” Liquor License and Liquor Manager Designation for Thayris Manzano Gonzalez, 108 West 14th Street

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

Staff Contact: RaNae Edwards

RESOLUTION 2020-164

WHEREAS, an application was filed by Havana Night, LLC doing business as Havana Night, 1403 S. Eddy Street for a Class "I" Liquor License; and

WHEREAS, a public hearing notice was published in the *Grand Island Independent* as required by state law on July 18, 2020; such publication cost being \$16.76; and

WHEREAS, a public hearing was held on July 28, 2020 for the purpose of discussing such liquor license application.

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

_____ The City of Grand Island hereby recommends approval of the above-identified liquor license application contingent upon final inspections.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application.

_____ The City of Grand Island hereby makes no recommendation as to the above-identified liquor license application with the following stipulations:

_____ The City of Grand Island hereby recommends denial of the above-identified liquor license application for the following reasons: _____

_____ The City of Grand Island hereby recommends approval of Thyris Manzano Gonzalez, 108 W. 14th Street, Grand Island, Nebraska as liquor manager of such business contingent upon completing a state approved alcohol server/seller training program.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 24, 2020	☐ City Attorney



City of Grand Island

Tuesday, July 28, 2020

Council Session

Item G-7

#2020-165 - Approving Final Plat and Subdivision Agreement for Anthem Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: July 28, 2020

Subject: Anthem Subdivision – Final Plat

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

Background

This property is located north of Westgate Road and east of North Road in Grand Island, Nebraska. (2 lots, 8.9 acres). This property is zoned M2 – Heavy Manufacturing. A Replat of Lot Twelve (12), Westgate Subdivision or Vacated Westgate 9th Subdivision in the City of Grand Island, Hall County, Nebraska.

Discussion

The final plat for Anthem Subdivision were considered at the Regional Planning Commission at the July 1, 2020 meeting.

A motion was made by Mauer and second by Monter to approve the final plat for Anthem Subdivision.

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve as recommended.

Developer/Owner

Brian Levander
3620 W. Old Potash
Grand Island, NE 68803

To create

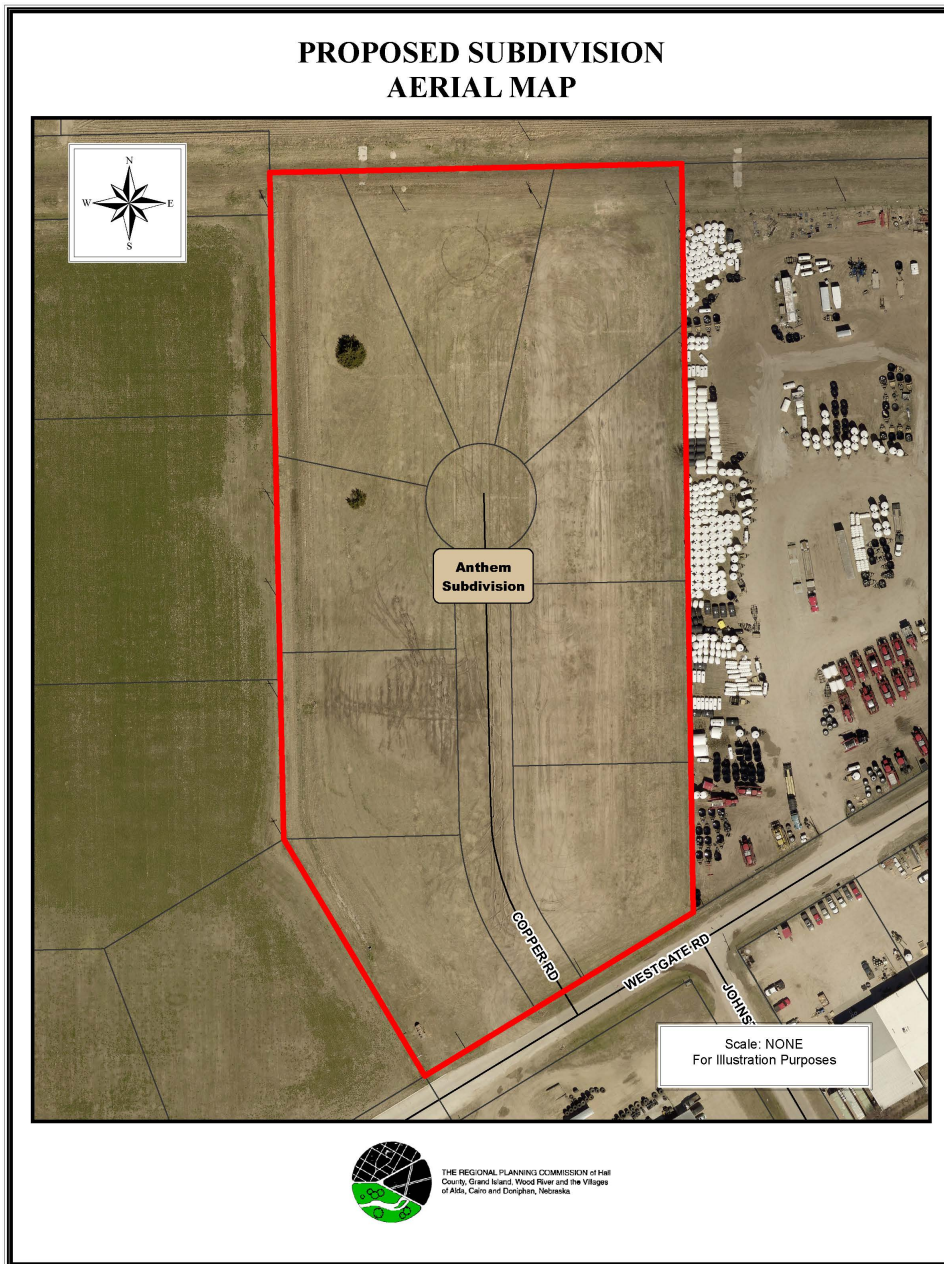
Size: Final Plat 2 lots, 8.9 Acres

Zoning: M2 – Heavy Manufacturing

Road Access: Westgate Road is 24' asphalt City Street

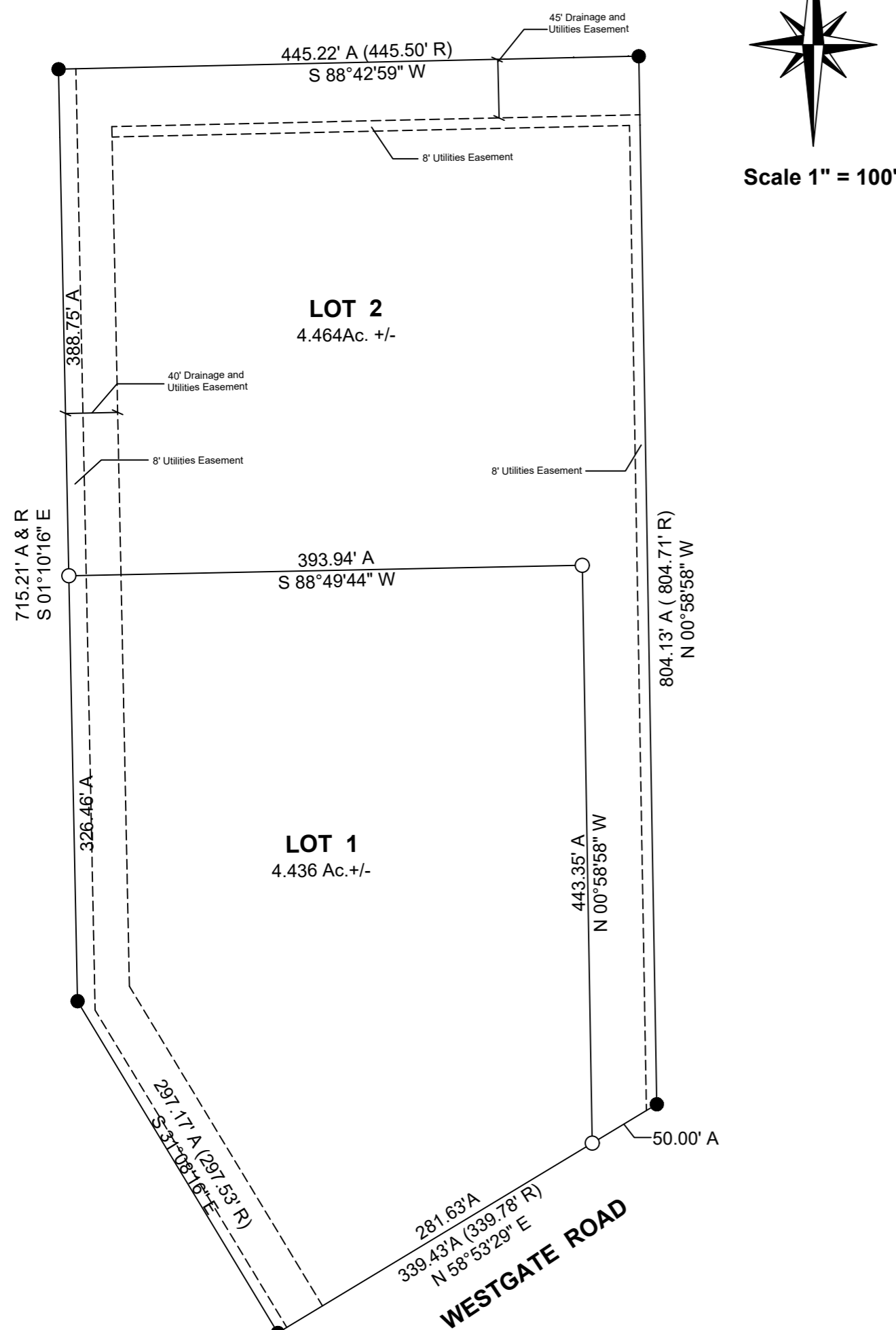
Water: City water is available.

Sewer: City Sewer is available –Subdivision agreement explains limiting factors for sewer connect to lot 2.



ANTHEM SUBDIVISION

Grand Island, Nebraska



LEGAL DESCRIPTION

A part of the South Half of the Northwest Quarter (S1/2NW1/4) of Section Twenty Four (24), Township Eleven (11) North, Range Ten (10) West of the 6th P.M., Hall County, Nebraska, being a tract of land comprising of now vacated Westgate Ninth Subdivision, being more particularly described as follows:

Commencing at the Southwest Corner of Lot Thirteen (13) Westgate Subdivision; thence N 00°58'58" W along the west line of Lot Thirteen (13), a distance of Eight Hundred Four and Thirteen Hundredths (804.13') feet to the Northwest Corner of Lot Thirteen (13); thence S 88°42'59" W, a distance of Four Hundred Forty Five and Twenty Two (445.22') feet; thence S 01°10'16" E, a distance of Seven Hundred Fifteen and Twenty One Hundredths (715.21') feet; thence S 31°08'16" E, a distance of Two Hundred Ninety Seven and Seventeen Hundredths (297.17') feet; thence N 58°53'29" E, a distance of Three Hundred Thirty Nine and Forty Three Hundredths (339.43') feet to the point of beginning, containing 8.900 Acres more or less.

SURVEYORS CERTIFICATE

I hereby certify that on May 26, 2020, I completed an accurate survey of 'ANTHEM SUBDIVISION', in the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof; that the lots, blocks, streets, avenues, alleys, parks, commons and other grounds as contained in said subdivision as shown on the accompanying plat thereof are well and accurately staked off and marked; that iron markers were placed at all lot corners; that the dimensions of each lot are as shown on the plat; that each lot bears its own number; and that said survey was made with reference to known and recorded monuments.

Brent D Cyboron

Nebraska Professional Registered Land Surveyor No. 727

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that Brian D. Levander Trustee of the Brian D. Levander Revocable Trust, being the owner of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as 'ANTHEM SUBDIVISION' A Replat of Lot Twelve (12), Westgate Subdivision in the City of Grand Island, Hall County, Nebraska, as shown on the accompanying plat thereof, and do hereby dedicate the streets as shown thereon to the public forever and the easements, if any, as shown thereon for the location, construction and maintenance of public service utilities, together with the right of ingress and egress thereto, and hereby prohibiting the planting of trees, bushes and shrubs, or placing other obstructions upon, over, along or underneath the surface of such easements; and that the foregoing subdivision as more particularly described in the description hereon as appears on this plat is made with the free consent and in accordance with the desires of the undersigned owner and proprietor.

IN WITNESS WHEREOF, I have affixed my signature hereto, at Grand Island, Nebraska.

Brian D. Levander

Trustee of the Brian D. Levander Revocable Trust

Date _____

ACKNOWLEDEGEMENT

State of Nebraska

County of Hall SS

On the ____ day of _____, 2020, before me _____ a Notary Public within and for said County, personally appeared Brian D. Levander, Trustee of the Brian D. Levander Revocable Trust, and to me personally known to be the identical person whose signature is affixed hereto, and that he did acknowledge the execution thereof to be his voluntary act and deed and the voluntary act and deed of said Company, and that he was empowered to make the above dedication for and in behalf of said Company.

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

My commission expires _____ .20__

Notary Public

APPROVALS

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

Chairman

Date

Approved and accepted by the City of Grand Island, Hall County, Nebraska this _____

Day of _____, 2020

Mayor

City Clerk

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
- A - Actual Distance
- P - Prorated Distance

INITIAL POINT SURVEYING LLC
1811 W 2nd Street; Suite 280
Grand Island, NE 68803
308-383-6754 Cell
308-675-4141 Office

LOCATION: Replat Lot Twelve (12), Westgate Subdivision			
TITLE: Anthem Subdivision Plat Grand Island, Nebraska			
SCALE: AS SHOWN 1" = 100'	DATE: 5/28/2020	DRAWN: Brent C.	PAGE: 1 OF 1
BENESCH PROJECT NO:	DRAWING NO:	REVISION:	
	20-045		

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

ANTHEM SUBDIVISION 2 LOTS

In the City of Grand Island, Hall County Nebraska

The undersigned, Brian D. Levander, 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 PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER (S1/2NW1/4) OF SECTION TWENTY FOUR (24), TOWNSHIP ELEVEN (11) NORTH, RANGE TEN (10) WEST OF THE 6TH P.M., HALL COUNTY, NEBRASKA, BEING A TRACT OF LAND COMPRISING OF NOW VACATED WESTGATE NINTH SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT THIRTEEN (13) WESTGATE SUBDIVISION; THENCE N 00°58'58" W ALONG THE WEST LINE OF LOT THIRTEEN (13), A DISTANCE OF EIGHT HUNDRED FOUR AND THIRTEEN HUNDREDTHS (804.13') FEET TO THE NORTHWEST CORNER OF LOT THIRTEEN (13); THENCE S 88°42'59" W, A DISTANCE OF FOUR HUNDRED FORTY FIVE AND TWENTY TWO (445.22') FEET; THENCE S 01°10'16" E, A DISTANCE OF SEVEN HUNDRED FIFTEEN AND TWENTY ONE HUNDREDTHS (715.21') FEET; THENCE S 31°08'16" E, A DISTANCE OF TWO HUNDRED NINETY SEVEN AND SEVENTEEN HUNDREDTHS

(297.17') FEET; THENCE N 58°53'29" E, A DISTANCE OF THREE HUNDRED THIRTY NINE AND FORTY THREE HUNDREDTHS (339.43') FEET TO THE POINT OF BEGINNING, CONTAINING 8.900 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 ANTHEM 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 ANTHEM 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 waive the right to object to the creation of any paving or repaving district for Westgate Road where it abuts the subdivision.
2. **Water.** Public water supply is available to the subdivision, and all new structures requiring service shall be connected to such water supply.
3. **Sanitary Sewer.** Public sanitary sewer is available to the subdivision, and all new structures requiring service shall be connected to such sanitary sewer supply. Sanitary sewer is available in Westgate Road. New structures on Lot 2 may need to be elevated or take

other measures to connect to the main in Westgate Road. This shall be the expense of the subdivider.

4. **Storm Drainage.** The Subdivider agrees to provide and maintain positive drainage from all lots, according to the drainage plan, so that storm drainage is conveyed to a public right-of-way or to other drainage systems so approved by the Director of Public Works. If the Subdivider fails to grade and maintain such drainage the City may create a drainage district to perform such work. The Subdivider agrees to waive the right to object to the creation of any drainage district benefitting the subdivision.

5. **Sidewalks.** Immediate sidewalk construction adjacent to Westgate 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 any public street in the subdivision, 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. **Landscaping.** The Subdivider agrees to comply with the requirements of the Landscaping Regulations of the City of Grand Island, and plans as submitted to and approved by the City's Building Department.

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 ANTHEM 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 _____, 2020.

BRIAN D. LEVANDER
Subdivider

By: _____
Brian D. Levander, Owner

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Brian Levander, Owner, 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 SSB Development, L.L.C.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

CITY OF GRAND ISLAND, NEBRASKA
A Municipal Corporation

By: _____
Roger G. Steele, Mayor

Attest: _____

RaNae Edwards, City Clerk

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2020, before me, the undersigned,, a Notary Public in and for said County and State, personally came Roger G. Steele, Mayor of the City of Grand Island, Nebraska, a municipal corporation, known to me to be such officer and the identical person who signed the foregoing Subdivision Agreement and acknowledged that the foregoing signature was his voluntary act and deed pursuant to Resolution 2018-____, and that the City's corporate seal was thereto affixed by proper authority.

- 5 -

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

RESOLUTION 2020-165

WHEREAS know all men by these presents, that Brian Levander, a single person, being the owner of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as “ANTHEM SUBDIVISION”, A replat of the vacated Westgate Ninth Subdivision Lot in Section Twenty Four (24), Township Eleven (11) North, Range Ten (10) West of the 6th P.M. in the City of Grand Island, Hall County Nebraska.

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; and

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 ANTHEM 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, July 28, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 10, 2020	☐ City Attorney



City of Grand Island

Tuesday, July 28, 2020

Council Session

Item G-8

#2020-166 - Approving Preliminary and Final Plat and Subdivision Agreement for Northwest Gateway Subdivision

Staff Contact: Chad Nabity

Council Agenda Memo

From: Regional Planning Commission

Meeting: July 28, 2020

Subject: Northwest Gateway Subdivision –Preliminary and Final Plat

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

Background

This property is located south of NE Hwy 2, west of Idaho Avenue, north of east Nevada Avenue in Grand Island, Nebraska. (15 lots, 5.516 acres). This property is zoned RO – Residential Office and LLR – Large Lot Residential in the City of Grand Island, Hall County, Nebraska.

Discussion

The preliminary plat and final plat for Northwest Gateway Subdivision were considered at the Regional Planning Commission at the July 1, 2020 meeting.

A motion was made by Maurer and second by Monter to approve the final plat for Anthem Subdivision.

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

Alternatives

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

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

Recommendation

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

Sample Motion

Move to approve as recommended.

Developer/Owner

Famos Construction Inc.
4243 Arizona Ave.
Grand Island, NE 68803

To create

Size: Final Plat 15 lots, 5.516 Acres

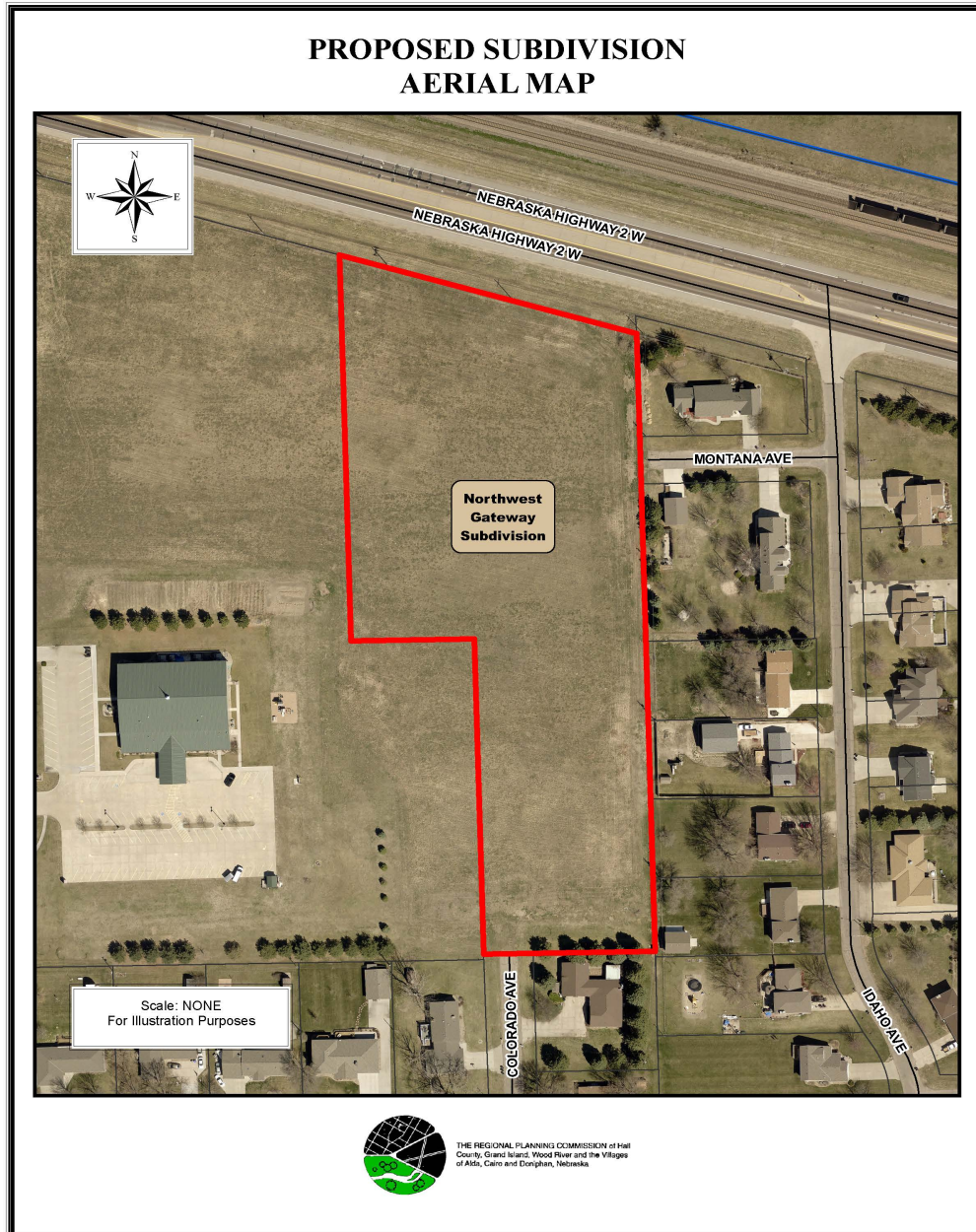
Zoning: RO – Residential Office and LLR – Large Lot Residential

Road Access: Montana will be extended as a 37' concrete curb and gutter street with a cul-de-sac.

Colorado will be extended with a turn around.

Water: City water will be extended to all lots.

Sewer: City Sewer will be extended to all lots.



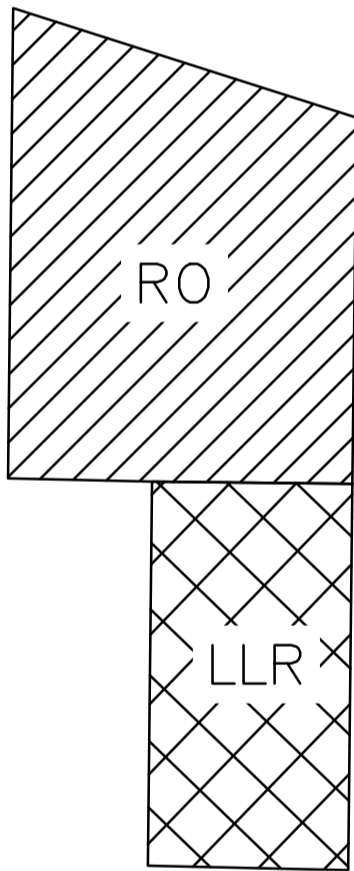
NORTHWEST GATEWAY
SUBDIVISION
PRELIMINARY PLAT
JUNE 2020

SHEET 1 OF 3
LOT LAYOUT

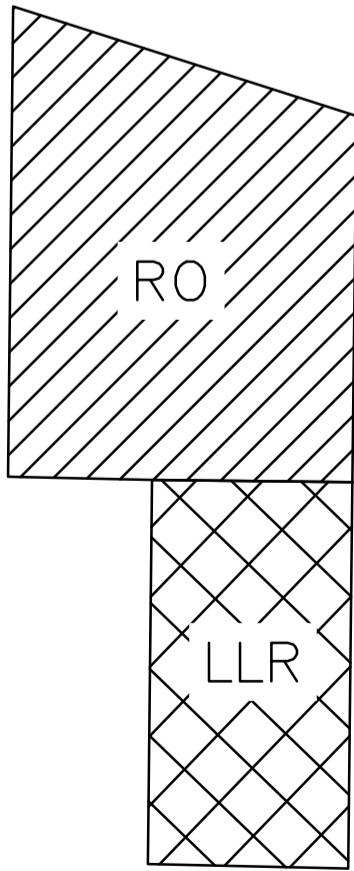
SUBDIVISION AREA = 5.51 ACRES

LOT USAGE
15 LOTS

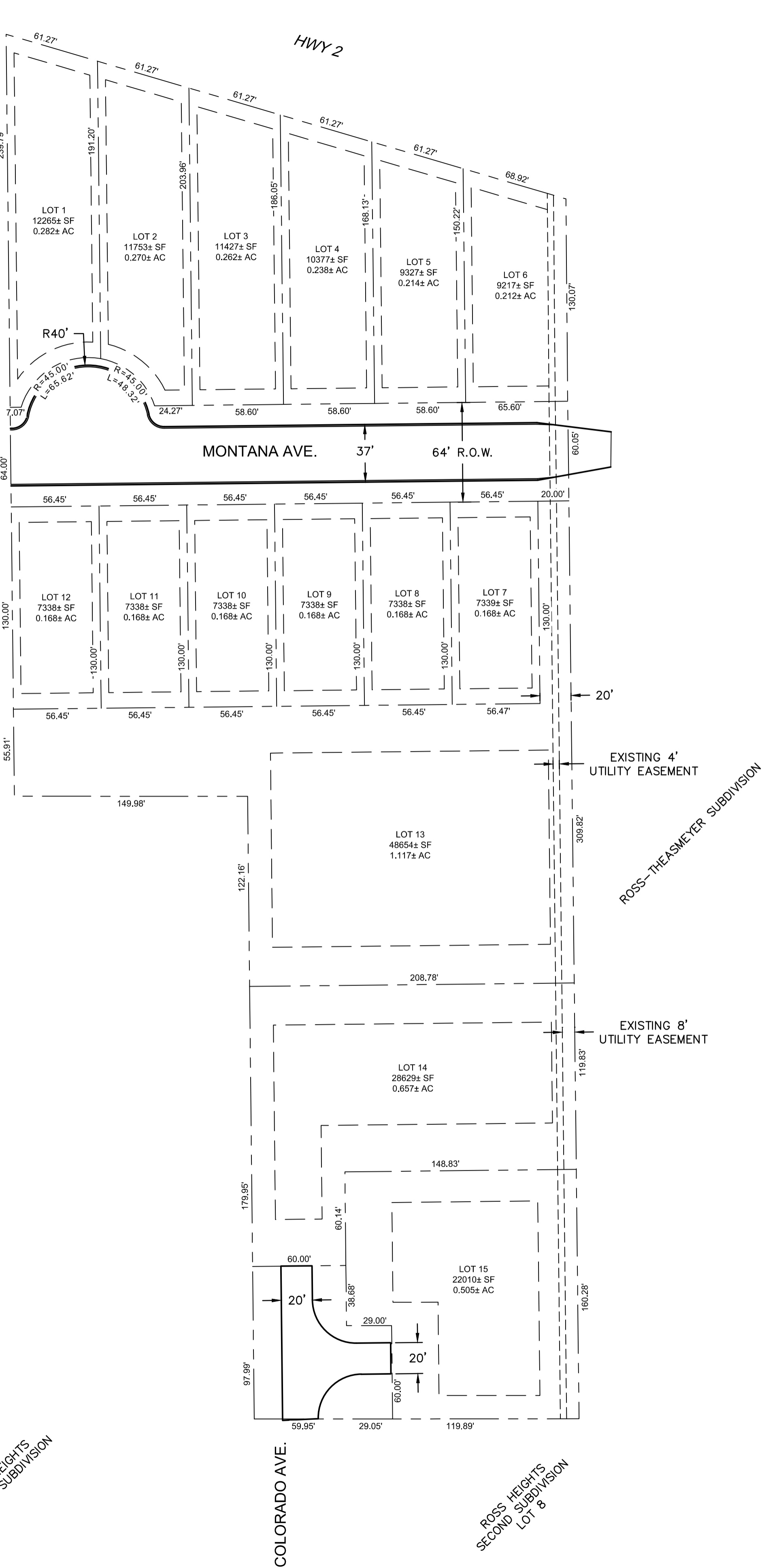
ENGINEER/LAND SURVEYOR
OLSSON
201 E. 2ND ST.
GRAND ISLAND, NE 68801



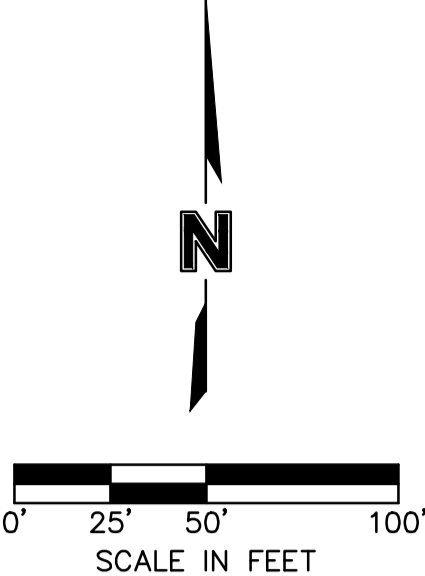
EXISTING ZONING



PROPOSED ZONING



- PHASING BOUNDARY
- PROPOSED PROPERTY LINE
- PROPOSED EASEMENT LINE
- FLOOD PLAIN ZONE BOUNDARY
- EXISTING PROPERTY LINE
- EXISTING EASEMENT LINE
- WATER MAIN
- SANITARY SEWER
- STORM SEWER
- MEASURED DISTANCE
- RECORDED DISTANCE
- FOUND PROPERTY CORNER



201 East 2nd Street
Grand Island, NE 68801

TEL 308.384.8750

www.olsson.com

LOT LAYOUT		NORTHWEST GATEWAY PRELIMINARY PLAT		GRAND ISLAND, NEBRASKA	
REV. NO.	DATE	REV. NO.	DATE	2020	
REVISIONS DESCRIPTION		REVISIONS			

drawn by: SMG

checked by: BJD

approved by: BJD

QA/QC by: MMR

project no.: 020-0553

drawing no.: 06.19.20

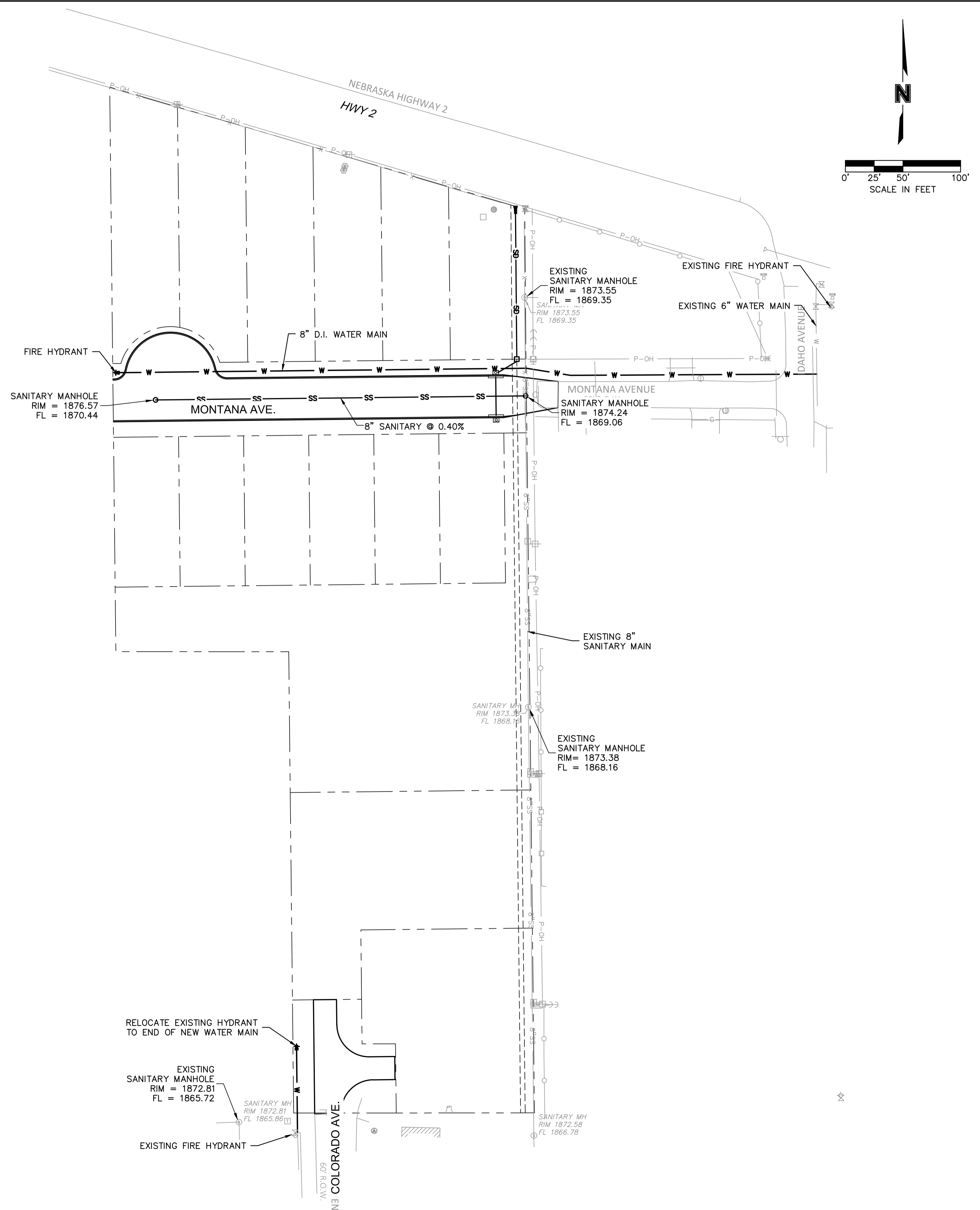
date: 06.19.20

SHEET

1 of 3

SHEET 2 OF 3
UTILITY LAYOUT

SHEET 2 OF 3
UTILITY LAYOUT



olson

Grand Island, NE 68801 TEL 308.384.8750 www.olsson.com

[illegible]

UTILITY LAYOUT	
NORTHWEST GATEWAY PRELIMINARY PLAT	
GRAND ISLAND, NEBRASKA	2020

drawn by: _____ SMG
checked by: _____ BJD
approved by: _____ BJD
QA/QC by: _____ MMR
project no.: _____ 020-0553
drawing no.: _____
date: _____ 06.19.20

SHEET
of 3

NORTHWEST GATEWAY
SUBDIVISION
PRELIMINARY PLAT
JUNE 2020

SHEET 3 OF 3
GRADING / DRAINAGE LAYOUT

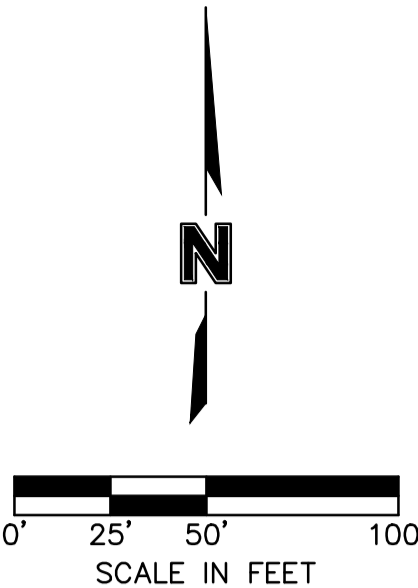
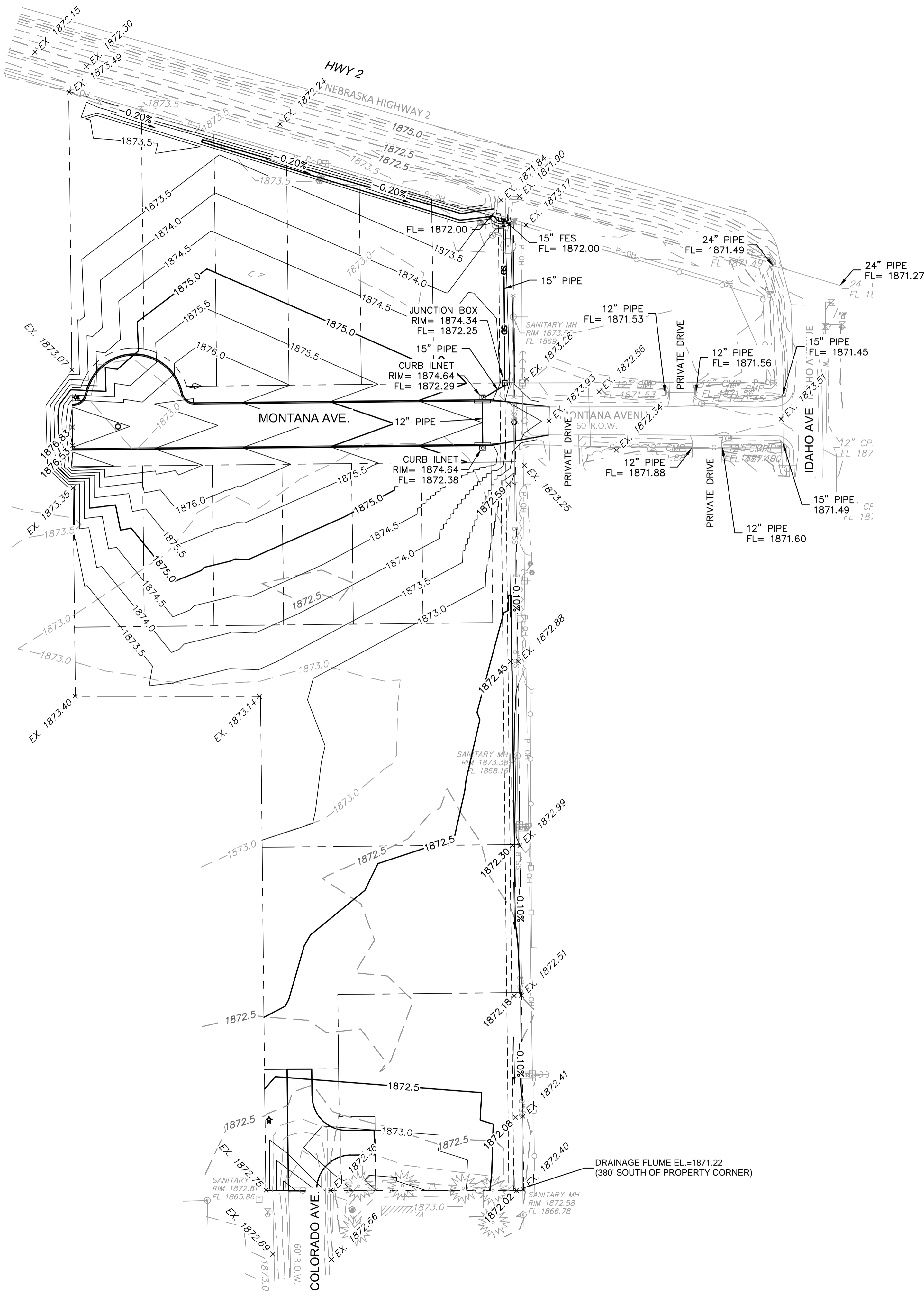
10-YEAR STORM RUNOFF (RATIONAL)

PRE-DEVELOPMENT A:
C= 0.3
INTENSITY= 4 IN/HR
AREA= 1.5 ACRES
Q= 1.8 CFS

PRE-DEVELOPMENT B:
C= 0.3
INTENSITY= 4 IN/HR
AREA= 4.0 ACRES
Q= 4.8 CFS

POST-DEVELOPMENT C:
C= 0.6
INTENSITY= 4 IN/HR
AREA= 2.6 ACRES
Q= 6.2 CFS

POST-DEVELOPMENT D:
C= 0.4
INTENSITY= 4 IN/HR
AREA= 2.9 ACRES
Q= 4.6 CFS



olsson

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

REV. NO.	DATE	REVISIONS DESCRIPTION

GRADING / DRAINAGE LAYOUT	2020	REVISIONS
NORTHWEST GATEWAY PRELIMINARY PLAT		
GRAND ISLAND, NEBRASKA		

drawn by: SMG
checked by: BJD
approved by: BJD
QA/QC by: MMR
project no.: 020-0553
drawing no.:
date: 06.19.20

SHEET
3 of 3

DWG: F:\2020\0501-1000\020-0553\40-Design\AutoCAD\Preliminary Plans\Sheets\GNCV\C_PLT_0200553.dwg
DATE: Jun 19, 2020 12:56pm XREFS: C_PBASE_0200553 C_PTBK_0200553 USER: sgnagy V_XTOPO_0200553

NORTHWEST GATEWAY SUBDIVISION
GRAND ISLAND, HALL COUNTY, NEBRASKA
FINAL PLAT

LEGAL DESCRIPTION

A REPLAT OF ALL OF LOT TWO (2), HW SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 240263.88 SQUARE FEET OR 5.516 ACRES MORE OR LESS OF WHICH 0.737 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT ON _____, 2020, I COMPLETED AN ACCURATE SURVEY, UNDER MY PERSONAL SUPERVISION, OF A TRACT OF LAND CONSISTING OF A REPLAT OF ALL OF LOT TWO (2), HW SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF; THAT IRON MARKERS, EXCEPT WHERE INDICATED, WERE FOUND AT ALL CORNERS; THAT THE DIMENSIONS ARE AS SHOWN ON THE PLAT; AND THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS.

JESSE E. HURT, REGISTERED LAND SURVEYOR NUMBER, LS-674

DEDICATION OF PLAT

KNOW ALL MEN BY THESE PRESENTS, THAT FAMOS CONSTRUCTION, INC., BEING THE OWNERS OF THE LAND DESCRIBED HEREON, HAVE CAUSED SAME TO BE SURVEYED, SUBDIVIDED, PLATTED AND DESIGNATED AS "**NORTHWEST GATEWAY SUBDIVISION**" A REPLAT OF ALL OF LOT TWO (2), HW SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, AS SHOWN ON THE ACCOMPANYING PLAT THEREOF AND DO HEREBY DEDICATE THE ROAD RIGHT OF WAY, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER; AND HEREBY DEDICATE THE EASEMENTS, AS SHOWN THEREON TO THE PUBLIC FOR THEIR USE FOREVER FOR THE LOCATION, CONSTRUCTION AND MAINTENANCE FOR PUBLIC SERVICE UTILITIES, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS HERETO, AND HEREBY PROHIBITING THE PLANTING OF TREES, BUSHES AND SHRUBS, OR PLACING OTHER OBSTRUCTIONS UPON, OVER, ALONG OR UNDERNEATH THE SURFACE OF SUCH EASEMENTS; AND THAT THE FOREGOING SUBDIVISION AS MORE PARTICULARLY DESCRIBED IN THE DESCRIPTION HEREON AS APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS.

IN WITNESS WHEREOF, I HAVE AFFIXED MY SIGNATURE HERETO, AT _____, NEBRASKA, THIS ____ DAY OF _____, 2020.

AMOS ANSON, PRESIDENT
FAMOS CONSTRUCTION, INC.

ACKNOWLEDGMENT

STATE OF NEBRASKA
COUNTY OF HALL SS

ON THIS ____ DAY OF _____, 2020, BEFORE ME _____, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY, PERSONALLY APPEARED AMOS ANSON, PRESIDENT, FAMOS CONSTRUCTION, INC., TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE SIGNATURE IS AFFIXED HERETO AND ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR VOLUNTARY ACT AND DEED. IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY NAME AND AFFIXED MY OFFICIAL SEAL AT _____, NEBRASKA, ON THE DATE LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

APPROVAL

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

CHAIRPERSON _____ DATE _____

APPROVED AND ACCEPTED BY THE CITY OF GRAND ISLAND, NEBRASKA

THIS ____ DAY OF _____, 2020.

MAYOR _____

CITY CLERK _____

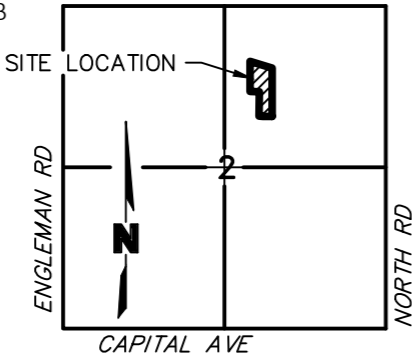
LEGEND

- SET CORNER (5/8"x24" REBAR W/CAP)
- FOUND CORNER (AS NOTED)
- EXISTING PROPERTY LINE
- == NEW PROPERTY LINE
- == SUBDIVISION LINE
- - - NEW DRAINAGE EASEMENT
- - - EASEMENT LINE (AS NOTED)
- M MEASURED DISTANCE
- P HW SUB
- P1 ROSS-THEASMEYER SUB
- P2 ROSS HEIGHTS SECOND SUB

OWNERS: DESTINY CHURCH, ASSEMBLY OF GOD OF GRAND ISLAND, NEBRASKA, A NEBRASKA NON-PROFIT CORPORATION
SUBDIVIDER: FAMOS CONSTRUCTION, INC.,
SURVEYOR: OLSSON
ENGINEER: OLSSON
NUMBER OF LOTS: 15

LOCATION MAP

SEC. 2, T11N, R10W
NOT TO SCALE
AIRPORT RD



SITE

LOCATION

1

2

3

4

5

6

7

8

9

10

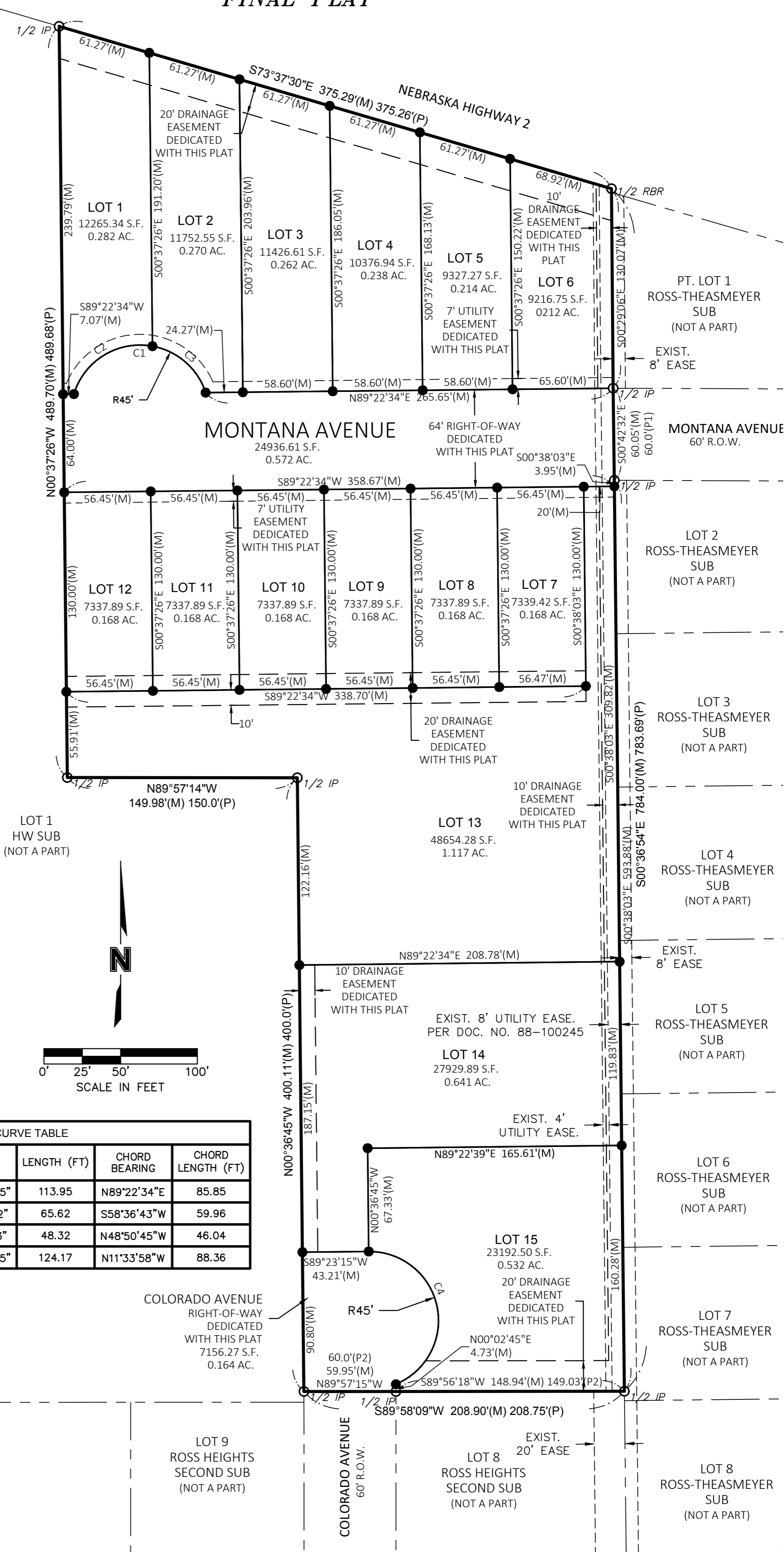
11

12

13

14

15



olsson

201 East 2nd Street
Grand Island, NE 68801
TEL 308.384.8750
FAX 308.384.8752

PROJECT NO. 2020-0553
Famos Construction
Destiny Church
FB C-19

* This Space Reserved for Register of Deeds *

SUBDIVISION AGREEMENT

NORTHWEST GATEWAY SUBDIVISION 15 LOTS

In the City of Grand Island, Hall County Nebraska

The undersigned, Famos Construction Inc., a Nebraska Corporation hereinafter called the Subdivider, as owner of a tract of land in the City of Grand Island, Hall County, Nebraska, more particularly described as follows:

A REPLAT OF ALL OF LOT TWO (2), HW SUBDIVISION IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA. SAID TRACT CONTAINS A CALCULATED AREA OF 240263.88 SQUARE FEET OR 5.516 ACRES MORE OR LESS OF WHICH 0.610 ACRES IS NEW DEDICATED ROAD RIGHT-OF-WAY.;

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 NORTHWEST GATEWAY 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 NORTHWEST GATEWAY 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 Montana Avenue and Colorado Avenue in accordance with plans and specifications approved by the City's Director of Public Works, and subject to the City's inspection. If the Subdivider fails to pave Montana Avenue and Colorado Avenue, the City may create a paving district to perform such work.
2. **Water.** Public water is available to the subdivision and the Subdivider agrees to extend, connect and provide water service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection
3. **Sanitary Sewer.** Public sanitary sewer is available to the subdivision and the Subdivider agrees to extend, connect and provide sanitary sewer service to all lots in the subdivision in accordance with plans and specifications approved by the Director of Public Works, and subject to the City's inspection.

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

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

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
Montana Avenue			NO
Colorado Avenue			NO

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

7. **Flood Plain.** At the time of approval all of the lots in the subdivision are within a delineated flood plain, all structures within areas identified as a special flood hazard area constructed shall have the lowest floor elevation to a minimum of one foot above the elevation of the 100-year flood as determined by the building permit received by the Subdivider or successors from the Building Department under the provisions of applicable Federal, State, or

local laws and regulations. No basement shall be constructed in connection with any structure in the flood plain unless such basement is floodproofed and certified as such by a qualified engineer or architect.

It is anticipated that revised flood maps will be available and will remove this property from the flood plain prior to construction of any buildings. This section shall not apply if the property is removed from the special flood hazard area prior to construction.

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

10. **Access.** The Subdivider agrees that no access shall be permitted from Nebraska Highway 2 to any lot in the subdivision.

11. **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.

12. **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 NORTHWEST GATEWAY 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.

13. **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 _____, 2020.

FAMOS CONSTRUCTIN INC.,
Subdivider

By: _____
Amos Anson, President
Famos Construction, Inc.

STATE OF NEBRASKA)
) ss
COUNTY OF HALL)

On _____, 2020, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Amos Anson, President, Famos Construction, Inc., 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 Destiny Church, Grand Island Nebraska, Non-Profit Corporation Subdivider.

WITNESS my hand and notarial seal the date above written.

Notary Public

My commission expires: _____

RESOLUTION 2020-166

WHEREAS know all men by these presents, that Famos Construction Inc, a Nebraska Coroporation, being the owners of the land described hereon, has caused same to be surveyed, subdivided, platted and designated as "NORTHWEST GATEWAY SUBDIVISION", A Replat of all of Lot Two (2), HW Subdivision in the City of Grand Island, Hall County Nebraska.

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; and

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 NORTHWEST GATEWAY 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, July 28, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 10, 2020	☐ City Attorney



City of Grand Island

Tuesday, July 28, 2020

Council Session

Item G-9

**#2020-167 - Approving Bid Award - Turbine Valve Overhaul at
Platte Generating Station - Fall 2020**

Staff Contact: Tim Luchsinger, Stacy Nonhof

Council Agenda Memo

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

Meeting Date: July 28, 2020

Subject: Turbine Valve Overhaul – Fall 2020

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

Background

An inspection and overhaul of the turbine valves at the Platte Generating Station is performed every 2.5 years. The next overhaul is scheduled for the fall outage in October of this year. During this inspection, the turbine valves are completely disassembled, and all components are cleaned, inspected, repaired or replaced as necessary.

Specifications were developed by the plant maintenance staff to include all labor to open, inspect, clean, and close the turbine valves, with the Utilities Department to supply all required parts and materials. The Specifications include time and material rates for additions or reductions in the repair labor amount as the amount of actual work is not known until the valves are disassembled and inspected.

Discussion

The specification for the Turbine Valve Overhaul – Fall 2020, was advertised and issued for bid in accordance with the City Purchasing Code. Bids were publicly opened on July 7, 2020. The engineer's estimate for this project was \$800,000.00, with the bid results for the valve overhaul as follows:

Bidder	Bid Price	Valve Mapping	Total Adjusted Bid Price
GE Steam Power, Inc. Windsor, Connecticut	\$ 221,000.00	\$ **	\$221,000.00
HPI, LLC Houston, Texas	\$ 161,458.00	\$121,731.00	\$238,189.00
Mechanical Dynamics & Analysis Latham, New York	\$ 278,504.00	\$ 39,265.00	\$317,769.00
S.T. Cotter Turbine Services, Inc. Clearwater, Minnesota	\$291,799.83*	\$ 5,375.00	\$297,174.83
Power Services Group Cape Coral, Florida	\$ 336,685.00	\$ 59,018.00	\$395,703.00

Plant staff reviewed the bids for compliance with the City's detailed specification. The bid from *S.T. Cotter was not summed correctly in the bid documents and has been corrected. All other bidders had several exceptions to the work bid. Each exception was reviewed and determined acceptable with the recommended bidder.

The bids also included pricing for valve mapping, if mapping were to be required during inspection. When combining the valve mapping with the valve overhaul, the low bidder for the overhaul, HPI would no longer be the low bidder.

**GE Steam Power, Inc., the Original Equipment Manufacturer (OEM) stated they will be able to perform the valve overhaul without valve mapping, having all the original design drawings. Valve mapping is not recommended by GE Steam Power. The bid from GE Steam Power, Inc., of Windsor, Connecticut, has exceptions that are acceptable and less than the engineer's estimate.

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 award the Contract for the Turbine Valve Overhaul – Fall 2020 to GE Steam Power, Inc., of Windsor, Connecticut, as the low responsive bidder, with the bid in the amount of \$221,000.00.

Sample Motion

Move to approve the bid in the amount of \$221,000.00, from GE Steam Power, Inc., of Windsor, Connecticut, for the Turbine Valve Overhaul – Fall 2020 at Platte Generating Station.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: July 7, 2020 at 2:00 p.m.
FOR: Turbine Valve Overhaul – Fall 2020
DEPARTMENT: Utilities
ESTIMATE: \$800,000.00
FUND/ACCOUNT: 520
PUBLICATION DATE: June 13, 2020
NO. POTENTIAL BIDDERS: 7

SUMMARY

Bidder:	<u>GE Steam Powers, Inc.</u> Windsor, CT	<u>HPI, LLC</u> Houston, TX
Bid Security:	Philadelphia Indemnity Ins. Co.	SureTec Ins. Co.
Exceptions:	Noted	Noted

Bid Price:		
Material:	N/A	\$ 2,991.00
Labor:	\$221,000.00	\$158,258.00
Sales Tax:	<u>N/A</u>	<u>\$ 209.00</u>
Total Bid:	\$221,000.00	\$161,458.00

Option Valve Mapping	N/A	\$121,731.00
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Bidder:	<u>Power Services Group</u> Cape Coral, FL	<u>Mechanical Dynamics & Analysis, LTD</u> Latham, NY
Bid Security:	SureTec Ins. Co.	Federal Ins. Co.
Exceptions:	None	Noted

Bid Price:		
Material:	\$ 16,656.00	\$ 8,945.00
Labor:	\$296,834.00	\$268,888.00
Sales Tax:	<u>\$ 23,195.00</u>	<u>\$ 671.00</u>
Total Bid:	\$336,685.00	\$278,504.00
Optional Mapping:	\$ 59,018.00	\$ 39,265.00

Bidder: S.T. Cotter Turbine Services, Inc.
Clearwater, MN

Bid Security: The Guarantee Co.

Exceptions: Noted

Bid Price:

Material: N/A

Labor: \$273,160.00

Sales Tax: \$ 18,639.83

Total Bid: \$267,170.83

Optional Mapping: \$ 5,375.00

cc: Tim Luchsinger, Utilities Director
Jerry Janulewicz, City Administrator
Stacy Nonhof, Purchasing Agent
Karen Nagel, Utility Secretary

Pat Gericke, Utilities Admin. Assist.
Patrick Brown, Finance Director
Lynn Mayhew, Assist. Utilities Director

P2212



Working Together for a
Better Tomorrow. Today.

BID SPECIFICATION PACKAGE

for

TURBINE VALVE OVERHAUL – FALL 2020

C 129227

Bid Opening Date/Time

Tuesday, July 7, 2020 @ 2:00 p.m. (local time)
City of Grand Island, City Hall
100 East 1st Street, P.O. Box 1968
Grand Island, NE 68802-1968

Contact Information

Lynn Mayhew, Assistant Utilities Director-Production
City of Grand Island – Utilities Department
Platte Generating Station
308/385-5496

Date issued: June 12, 2020

**ADVERTISEMENT TO BIDDERS
FOR
TURBINE VALVE OVERHAUL – FALL 2020
FOR
CITY OF GRAND ISLAND, NEBRASKA**

Sealed bids for Turbine Valve Overhaul-Fall 2020 will be received at the office of the City Clerk, 100 E. First Street, P.O. Box 1968, Grand Island, Nebraska 68802, until **Tuesday, July 7, 2020 at 2:00 p.m. local time**, FOB the City of Grand Island, freight prepaid. Bids will be publicly opened at this time in the Grand Island City Hall City Clerk's Office located on 1st floor of City Hall. **Submit an original and three copies if submitting by mail.** Bid package and any Addendas are also available on-line at www.grand-island.com under Business-Bids and Request for Proposals-Bid Calendar under the bid opening date. Bidding documents, plans and specifications for use in preparing bids may be downloaded from the QuestCDN website www.QuestCDN.com for a \$30.00 fee. Submitting through QuestCDN requires one original document of the bid to be uploaded. **Bids received after the specified time will not be considered.**

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Successful bidder shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Each bidder shall submit with the bid a certified check, a cashiers check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the bidder and the entering into a contract within fifteen (15) days at the bid price if accepted by the City. **Your certified check, cashiers check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** **Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered.** Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The Purchaser reserves the right to reject any or all bids, to waive irregularities therein, and to accept whichever bid that may be in the best interest of the City, at its sole discretion.

No bidder may withdraw his/her bid for a period of thirty (30) days after date of bid opening.

RaNae Edwards, City Clerk

Advertised

(All bids must be submitted on this form)

TURBINE VALVE OVERHAUL – FALL 2020
BID DATA FORM

CITY OF GRAND ISLAND
GRAND ISLAND, NE

The undersigned Bidder, having examined all specifications and other bidding documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to the specified materials and equipment, hereby proposes to provide all materials, labor, equipment, tooling, supervision and technical expertise to overhaul ten (10) turbine valves at the Platte Generating Station. The purpose of this overhaul is to completely disassemble, visually inspect and non-destructive examination (NDE) the ten (10) turbine valves, FOB the City of Grand Island, freight prepaid, at the following price:

ITEM DESCRIPTION

EXTENDED COST

Base Bid:

Material \$ _____

Labor \$ _____

Applicable Sales tax* \$ _____

Total Base Bid \$ _____

****Optional Valve Mapping** \$ _____

*** If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.**

☐ **Exceptions Noted** - Bidder acknowledges there are *Exceptions* and/or *Clarifications* noted to the above bid, and those exceptions are fully explained on a separate sheet, clearly marked, and included with the Bid.

Bidder Company Name _____ Date _____

Company Address _____ City _____ State _____ Zip _____

Print Name of Person Completing Bid _____ Signature _____

Email: _____ Telephone No. _____

According to Nebraska Sales and Use Tax Requirements, Section 1-017, Contractors, check which option you have selected to file with the Nebraska Department of Revenue:

Nebraska law provides a sales and use tax exemption on contractor labor charges for the construction, repair, or annexation of any structure used for the generation, transmission, or distribution of electricity. Separately stated contractor labor would be exempt, all materials are taxable according to the contractor's option.

Option 1 (Section 1-017.05) _____ Option 2 (Section 1-017.06) _____ Option 3 (Section 1-017.07) _____

If the Nebraska sales and use tax election is not filed or noted above, the contractor will be treated as a retailer under Option 1 for sales and use tax purposes.

****Optional Valve Mapping pricing.** If Bid includes the Optional valve mapping scope of work, an alternate schedule shall be provided.

☐ By checking this box, Bidder acknowledges the specified completion date of the project is **November 14, 2020.**

☐ By checking this box, Bidder acknowledges that Addenda Number(s) _____ were received and considered in Bid preparation.

Note: If Bidder supplies individual unit pricing information as supplemental pricing to the base material and labor cost above, said individual pricing is proprietary information and should not be released under a public records request. The total base bid is not considered proprietary information and will be released pursuant to City Procurement Code.

CHECKLIST FOR BID SUBMISSION
FOR
TURBINE VALVE OVERHAUL – FALL 2020

Bids must be received by the City Clerk before 2:00 p.m. on Tuesday, July 7, 2020.

The following items must be completed for your bid to be considered.

- ☐ Submittal of bid documents:
 - ☐ **Option 1 – Mailing:** A signed original and three (3) copies of the bidding documents. Failure to submit the correct number of copies may result in your bid not being considered.
 - ☐ Note: Your certified check, cashiers check or bid bond should be clearly marked in a separate envelope attached to the signed original bid.
 - ☐ **Option 2 – QuestCDN (online):** Purchase the bid specification through QuestCDN at their \$30.00 fee. Upload the signed original of the Bid Data Form, along with any supporting material required to meet the bid specification through QuestCDN. Upload your bid bond online through QuestCDN. *Bidders using Certified check or Cashiers' Check must mail said check to the office of the City Clerk no later than the scheduled bid opening date and time and clearly marked with the project name.*
- ☐ Bidders must complete and sign the Bid Data Form provided in these Documents. All blank spaces must be filled in. Bidders shall acknowledge receipt of any Addenda information on the Bid Data Form.
- ☐ Selection of Nebraska Sales Tax Option. If the Nebraska sales and use tax election is not filed or noted above, the Contractor will be treated as a retailer under Option 1 for sales and use tax purposes.
- ☐ A reference list of recent projects similar in scope and complexity.
- ☐ A summary of the experience of the superintendents and supervisors proposed for this project.
- ☐ Firm lump sum pricing; firm unit pricing in case adjustments are necessary, and breakout of sales tax pricing.
- ☐ A proposed detailed test schedule that identifies the work scope items, shifts and manpower loading for each day of the outage. If valve mapping is priced as an optional scope of work, an alternate schedule shall be provided.
- ☐ Exceptions to the specification or Owner's Contract Document must be provided with Bid.
- ☐ A copy of your OSHA compliant Confined Space Procedure and Respiratory Protection Procedure.
- ☐ Acknowledgment of Addenda Number(s) _____.

Please check off each item as completed to ensure compliance. If you have any questions, please feel free to contact our office prior to the bid opening date/time.

INSTRUCTIONS TO BIDDERS

1. GENERAL INFORMATION.

The following instructions outline the procedure for preparing and submitting Bids. Bidders must fulfill all requirements as specified in these Documents.

2. TYPE OF BID.

Bidders shall be required to submit prices for all items listed in the Bid Data Form.

3. PREPARATION OF BIDS.

Bidders shall use only the Bid Data Form provided in these Documents. All blank spaces in the Bid Data Form must be filled in, preferably in BLACK ink, in both words and figures where required. No changes to the wording or content of the forms is permitted. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures.

Prices stated shall be f.o.b. with freight and full insurance paid by Bidder, to the job site located in Grand Island, Nebraska.

The Bidder shall acknowledge receipt of all Addenda in the Bid Data Form. Bids received without acknowledgement or without the Addendum enclosed will be considered informal.

Individual unit pricing as listed on the Bid Data Form or supplied as supplemental information may be deemed proprietary information and not be released under a public records request. The total amount of the bid is not considered proprietary information and will be released pursuant to City Procurement Code.

4. SUBMISSION OF BIDS.

All Bids must be submitted intact with the correct number of copies no later than the time prescribed, at the place, and in the manner set forth in the ADVERTISEMENT FOR BIDS. Bids must be made on the Bid Data Form provided herein. Each Bid mailed must be submitted intact in a sealed envelope, so marked as to indicate its contents without being opened, and delivered in person or addressed and mailed in conformance with the instructions in the ADVERTISEMENT FOR BIDS.

5. BID SECURITY.

Bids must be accompanied by cash, a certified check, or cashier's check drawn on a bank which is insured by the Federal Deposit Insurance Corporation, or a bid bond issued by a Surety authorized to issue such bonds in the state where the Work is located, in the amount of 5 percent of the bid amount payable to OWNER. This bid security shall be given as a guarantee that the Bidder will not withdraw their Bid for a period of **thirty (30) days after** bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish a properly executed Performance Bond and Payment Bond, each in the full amount of the Contract price, within the time specified.

The Attorney-in-Fact that executes this bond on behalf of the Surety must attach a notarized copy of his/her power of attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

6. RETURN OF BID SECURITY.

Within fifteen (15) days after the award of the Contract, the OWNER will return the bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. All other retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and guarantees which have been fortified, will be returned to the respective Bidders whose Bids they accompanied.

7. BASIS OF AWARD.

The award will be made by the OWNER on the basis of the Bid from the lowest responsive, responsible Bidder which, in the OWNER's sole and absolute judgment will best serve the interest of the OWNER. All Bids will be considered on the following basis:

Delivery time	Conformance with the terms of the Bid
Bid price	Documents
Cost of installation	
Suitability to project requirements	Responsibility and qualification of Bidder

The OWNER reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Bid Documents, and to waive any informalities and irregularities in said Bids.

8. EXECUTION OF CONTRACT.

The successful Bidder shall, within fifteen (15) days after receiving notice of award, sign and deliver to the OWNER the Contract hereto attached together with the acceptable bonds as required in these Bid Documents. Within fifteen (15) days after receiving the signed Contract with acceptable bond(s) from the successful Bidder, the OWNER's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

9. PERFORMANCE AND PAYMENT BONDS.

The successful Bidder shall file with the OWNER Performance and Payment Bonds in the full amount (100 percent) of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the Work under this Contract, and to cover all guarantees against defective workmanship or materials, or both, for a period of one (1) year after the date of final acceptance of the Work by the OWNER. The Surety furnishing these bonds shall have a record of service satisfactory to the OWNER, be authorized to do business in the State where the OWNER's project is located and shall be named on the current list of approved Surety Companies, acceptable on Federal bonds as published by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the Surety must attach a notarized copy of his/her power-of-attorney as evidence of his/her authority to bind the Surety on the date of execution of the bond.

10. TIME OF COMPLETION.

The time of completion of the Work to be performed under this Contract is the essence of the Contract. The time allowed for the completion of the Work is stated in the Bid Data Form.

11. 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 therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

12. FISCAL YEAR.

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.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **[SUCCESSFUL BIDDER]**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for *TURBINE VALVE OVERHAUL-FALL 2020*; and

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

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

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. **[NAME OF SUCCESSFUL BIDDER]** bid signed and dated **[DATE OF BID]**.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

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

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this Contract and the Contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the Contract) of **[DOLLAR AMOUNT] (\$00.00)** for all services, materials, and work covered by and included in the Contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The total cost of the Contract includes:

Base Bid:	\$.00
Sales Tax on Materials/Equipment:	\$.00
Sales Tax on Labor:	<u>\$.00</u>
Total	\$.00

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 IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the TURBINE VALVE OVERHAUL-FALL 2020.

ARTICLE V. That the Contractor shall start work as soon as possible after the Contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Platte Generating Station, and complete the work on or before **November 14, 2020**.

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this Contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this Contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

ARTICLE 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 therefor. It shall be unethical for any payment, gratuity, or offer of employment to be

made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

[SUCCESSFUL BIDDER]

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____
Mayor

Attest: _____
City Clerk

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

Attorney for the City

Date

DRAFT

REQUEST FOR BIDS - GENERAL SPECIFICATIONS

The Bid shall be in accordance with the following and with all attached BID DATA and DETAILED SPECIFICATIONS.

All prices are to be furnished and installed FOB, Grand Island, Nebraska. **All prices shall be firm, and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska.** * If bidder fails to include sales tax in their bid price or takes exception to including sales tax in their bid price, the City will add a 7.5% figure to the bid price for evaluation purposes; however, the City will only pay actual sales tax due.

Mailed bids shall include the following on the **outside** of the mailing envelope: **"Turbine Valve Overhaul-Fall 2020"**. All bids submitted by mail must include **an original and three copies** of the bid. The bid specification and on-line bidding forms are also available at <http://www.grand-island.com/business/bids-and-request-for-proposals/bid-calendar> under the bid opening date and "Click here for bid document link" through QuestCDN for a \$30.00 fee. If submitting through QuestCDN, **one** original document of the bid is required to be uploaded. No verbal bids will be considered. All sealed bids are due no later than Tuesday, **July 7, 2020 at 2:00 p.m. local time.** to:

Mailing Address: City Clerk
City Hall
P. O. Box 1968
Grand Island, NE 68802-1968

Street Address: City Clerk
City Hall
100 E. First Street
Grand Island, NE 68801

Bids will be opened at this time in the City Hall City Clerk's Office located on 1st floor of City Hall. Any bid received after the specified date will not be considered.

Bids will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the bidder, ability, capacity, and skill of the bidder to perform contract required and adaptability of the particular items to the specific use intended.

The successful bidder will be required to comply with fair labor standards as required by Nebraska R.R.S.73-102 and comply with Nebraska R.R.S. 48-657 pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. Contractor shall maintain a drug free workplace policy. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

*Platte Generating Station / 1035 W. Wildwood Drive / Box 1968 / Grand Island, Nebraska 68802-1968
Phone (308) 385-5496 / FAX (308) 385-5353*

The equipment and materials must be new, the latest make or model, unless otherwise specified. Prior to approving the invoice for payment, the City reserves the right to thoroughly inspect and test the equipment to confirm compliance with specifications. Any equipment or material which does not meet the City's requirements will be returned at vendor's expense for correction. The invoice will be paid after approval at the next regularly scheduled City Council meeting and occurring after departmental approval of invoice; the City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

Each bidder shall submit with the bid a certified check, a cashier's check, or bid bond payable to the City of Grand Island in an amount no less than five percent (5%) of the bid price which shall guarantee good faith on the part of the Bidder and the entering into a contract within fifteen (15) days at the bid price if accepted by the City. **Your certified check, cashier's check or bid bond must be submitted in a separate envelope attached to the outside of the envelope containing the bid.** Each envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information and correct number of copies in clearly marked and separate envelopes will result in your bid not being opened or considered. Only surety companies authorized to do business in the State of Nebraska may issue bid bonds.

Successful bidder shall comply with the City's insurance requirements; performance and payment bonds are required for this project as outlined in the Detailed Specifications and Instructions to Bidders. All bids shall be valid for at least thirty (30) working days after the bid deadline for evaluation purposes.

All bids must be on the bid form and must be signed and dated to be accepted. If exceptions and/or clarifications are noted to the bid, those exceptions must be fully explained on a separate sheet, clearly marked, and included with the Bid. Any changes that are found made to the original bid specification, other than Owner generated Addendums, would result in your bid not being considered. Please contact Lynn Mayhew at 308-385-5494, for questions concerning this specification.

*Platte Generating Station / 1035 W. Wildwood Drive / Box 1968 / Grand Island, Nebraska 68802-1968
Phone (308) 385-5496 / FAX (308) 385-5353*

TURBINE VALVE OVERHAUL-FALL 2020
DETAILED SPECIFICATIONS

SCOPE: The Contractor shall supply all material, labor, equipment, tooling, supervision, and technical expertise to overhaul ten (10) turbine valves at the Platte Generating Station as further detailed in these specifications. This will include project management, technical direction, field engineering, field labor and supervision, disassembly, cleaning, inspection, repairs, and reassembly. Replacement valve parts will be provided by the Owner as needed.

DESCRIPTION: The Platte Generating Station is located at 1035 W. Wildwood Drive, two (2) miles south of Grand Island, Nebraska.

The Unit 1 turbine generator is a 122,000 kva generator with a tandem-compound double flow, single reheat condensing turbine operating at main steam conditions of 1800 psi and 1000 F, and an exhaust pressure of 2.5 in. Hg as shown in the attached drawings. The unit was manufactured by General Electric Company and is turbine No. 197789. The most recent major inspection was performed in 2017.

REQUIREMENTS:

TURBINE VALVES: The purpose of this overhaul is to completely disassemble, visually inspect and non-destructive examination (NDE) the ten (10) turbine valves. Normal inspection work will also consist of examination, measuring and recording both as-found and as-left clearances, replacement of valve components and re-establishing design stem-to-bushing clearances by cleaning and/or component replacement. Photographic records shall also be provided to further demonstrate the accomplishment of the work and the condition of the equipment.

Main Stop Valve:

- Check condition of discs and seats including contact check between seat and disc.
- Record clearances and check run out of stems (5 locations).
- Clean stems and bushing, as required per try bar test.
- Mag particle and dye penetrant examine all valve parts.
- Visually examine linkages, pressure seal heads, steam strainers and valve body.
- Inspect studs and nuts and record bolt extensions.
- Lap valve seats to restore contact.

Control Valves and Bypass Valve:

- Check condition of discs and seats including contact between seats and discs.
- Record clearances and check run out of stems (5 locations).
- Clean stems and bushings, as required by try bar tests.
- Inspect linkages, pins
- Measure and record cam bearing clearances.
- Dye penetrant examine all valve parts.
- Visually examine heads, linkages, and valve bodies.
- Lap valve seats to restore contact.

Combine Intercept Reheat Stop Valves:

- Check condition of discs and seats including contact check between seat and disc.
- Record clearances and check run out of stems (6 locations).
- Clean stems and bushing, as required per try bar test.
- Inspect linkages, pins and bearings.
- Mag particle and dye penetrant examine all valve parts.
- Visually examine linkages, steam strainers and valve bodies.
- Inspect studs, nuts and record bolt extensions.
- Lap valve seats to restore contact.

The Contractor shall prepare the valve stems, valve seats, studs and specified components for inspection using compressed air grit blasting. The blasting grit used during the process shall be silica free. The Contractor shall provide all protective booths or enclosures and evacuation systems required in order to avoid carryover of dust into other plant areas. All blasting shall be performed by trained personnel in accordance with the turbine manufacturer's recommendations. A compressed air supply will be available at the plant. The Contractor shall submit air supply requirements.

Non-destructive evaluation (NDE) by visual examination, dye penetrant testing and Mag Particle testing shall include the following components at a minimum:

All upper and lower Control Valves and bypass valve-
Discs, seats, seat welds, stems, steam chest body

Intercepts-
Valves, seats, seat inlays, seat welds, stems, steam chest body, strainers

Main Steam Stop-
Anti-swirl dam, main valve disc, disc inlay, main valve seat, seat inlay, stem, strainer, valve body

RH Stops-
Discs, seats, seat inlays, stems, stem nozzle seats

All NDE work shall be performed by well trained, qualified personnel using methods, procedures, materials and equipment in accordance with the turbine manufacturer's recommendations.

CRANE OPERATOR: The plant will provide a crane operator for the duration of the work.

PLANT TOOLS AND EQUIPMENT: Such turbine generator tools and equipment as may be available on site and are suitable for use may be checked out to the Contractor. The Contractor assumes full responsibility for assessing the suitability for use and assumes full responsibility for the return of such tools and equipment in good condition.

TURBINE COVER: The contractor shall remove the turbine cover and reinstall after completion of the work.

INSULATION: All insulation that must be removed for access to the work shall be removed and reinstalled by the Contractor. The insulation blankets shall be removed and organized such that they may be reinstalled in their current locations.

INSTRUMENTATION: Instrumentation that requires removal for access to the work shall be removed and reinstalled by plant personnel. The contractor shall assist in identification of instrumentation removal requirements and shall take such measures as necessary to assure instrumentation not removed is protected from damage by the Contractor's activities.

CONTROL VALVE CALIBRATION: The contractor shall work with plant technicians to stroke, calibrate and adjust the turbine valves. This requires accurate measurements by the contractor of valve clearances, rack movement, cam angular rotation, valve lift and accurate identification of crack points and dwell points as the plant technicians establish control voltage signal levels and check position feedback signals.

JOB LOGS: The contractor shall be required to maintain accurate job logs detailing all work performed each shift throughout the duration of the work.

OTHER WORK IN PROGRESS: Plant personnel will be working in the front standard to repair vibration probes and may perform work on other turbine instrumentation as required. Plant personnel and other contract personnel will be working on an excitation system upgrade. Plant personnel will be performing minor maintenance on the condenser and hood nozzles. Plant personnel may be performing minor maintenance to

reduce air in-leakage on the turbine. This work should result in minimal interference.

QUALIFICATIONS: The Contractor shall be a firm specializing in executing the installation, inspection, and repair of steam turbine generator units used in the power generation industry. The Contractor shall be capable of providing direction during all stages of the turbine disassembly and reassembly. A reference list of recent projects similar in scope and complexity to this specification shall be provided.

All labor used in the performance of the work shall be well qualified, skilled tradesmen with extensive experience in the performance of turbine valve overhauls.

SUPERVISION: The Contractor shall provide qualified project Superintendent's for each shift that shall be thoroughly familiar with General Electric equipment and have had extensive previous experience with projects of similar scope. All turbine equipment information required by the contractor's representatives in order to provide technical direction to the working crews shall be immediately available, as required, in order to avoid delays to the start-up schedule. A summary of the experience of the superintendents and supervisors for this project shall be provided. The City reserves the right to approve the selection of a Superintendent and/or Foreman proposed by the Contractor.

SCHEDULE: The current schedule is to remove the unit from service on October 19th, 2020 at 10am and stay on turning gear for 48 hours. The Contractor may mobilize and perform such work as achievable during that period. The turbine must be closed and back on turning gear on November 16th, 2020 by 10am to allow reinstallation of instrumentation by plant personnel, reinstallation of insulation blankets and so the unit can be brought up to pressure and on line on November 18th, 2020 by 10am. The Contractor must therefore have completed all work by November 14th, 2020 other than minor scopes achievable while on turning gear and building pressure. The Contractor's base Bid shall be based on this schedule. The Contractor shall work such manpower, shifts, days and weekends as required to accomplish this schedule with all associated costs included in the bid.

The Contractor shall submit details of the proposed schedule with the bid. The schedule shall identify the work scope items, shifts and manpower loading for each day of the outage.

No later than thirty (30) days prior to the scheduled start of the outage, the Contractor shall furnish the Owner with a detailed schedule showing the overhaul activities by day and shift, job duration, job start and finish dates, and manpower loading. The Contractor shall participate in an outage coordination meeting at the Platte Generating Station no less than two (2) weeks prior to the outage.

There is no separate contractor entrance at the Platte Generating Station. There is one gate with a card access security system and the Contractor may request to use access cards rather than request entry and exit each trip. There is a \$25.00 charge for all access cards that are not returned when the job is completed.

REPORTS: Within thirty (30) days after the outage completion, the Contractor shall provide three (3) copies of a written report to the Owner detailing the repair, clearance readings, repairs, problems, photographs and describe in detail any short-term and long-term maintenance recommendations.

SAFETY: The Contractor is required to follow all applicable Federal OSHA and State safety regulations for the work. The Contractor will be required to follow the Plant's equipment tagging policy. A copy of your OSHA compliant Confined Space Procedure and Respiratory Protection Procedure to be provided with bid.

OPTIONAL WORK SCOPE: During the last Turbine Overhaul, it was recommended to conduct valve mapping to verify the alignment of the valves. The valve mapping was not conducted in 2017, Valve mapping shall be priced as an optional scope of work. An alternate schedule shall be provided.

SERVICE RATES: The Contractor shall include in the Bid a firm lump sum price, including expenses, and all other standard terms and conditions which will be in effect during the project for the outage schedule shown. The Bid shall also include firm unit pricing for adjustments that may be required for work outside of the specified scope of services. All turbine and valve parts will be furnished by the Owner and the Contractor shall furnish

all consumables.

The Platte Generating Station is **NOT** tax exempt and is subject to 7.5% sales tax. See the Nebraska Department of Revenue web site at www.revenue.state.ne.us for contractor's tax information.

OWNER PROVISION: Portable toilet facilities will be provided by the owner. Plant restroom and shower facilities are not to be used by the Contractor's personnel. Drinking water is available on site.

PERFORMANCE AND PAYMENT BONDS: The successful Bidder shall file with the OWNER Performance and Payment Bonds in the full amount (100 percent) of the Contract price, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the Work under this Contract, and to cover all guarantees against defective workmanship or materials, or both, for a period of one (1) year after the date of final acceptance of the Work by the OWNER. The Surety furnishing these bonds shall have a record of service satisfactory to the OWNER, be authorized to do business in the State where the OWNER's project is located and shall be named on the current list of approved Surety Companies, acceptable on Federal bonds as published by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.

The Attorney-in-Fact (Resident Agent) who executes these bonds on behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond.

INSURANCE: The Contractor shall comply with the attached City's insurance requirements.

CONTACT: Questions regarding this specification may be directed to Lynn Mayhew at the Platte Generating Station, telephone (308) 385-5494 or lmayhew@giud.com.

ATTACHMENTS:

658D970 P37	-	STOP VALVE
3096J22	-	INTERCEPT VALVE
4103J76	-	STOP VALVE
20070531104813443	-	Outline OverView.pdf
4103J55		CAM SHAFT
815D522		BYPASS VLV
4103J48		POWER ACTUATOR
873E105 P64		VLV GEAR ASSY

MINIMUM INSURANCE REQUIREMENTS
CITY OF GRAND ISLAND, NEBRASKA

The successful bidder shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the Bidder and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Bidder's operations and completed operations. Failure to maintain adequate coverage shall not relieve Bidder of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Bidder against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

2. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Bidder, Bidder's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
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3. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

4. UMBRELLA LIABILITY INSURANCE

This insurance shall protect the Bidder against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate

5. ADDITIONAL REQUIREMENTS

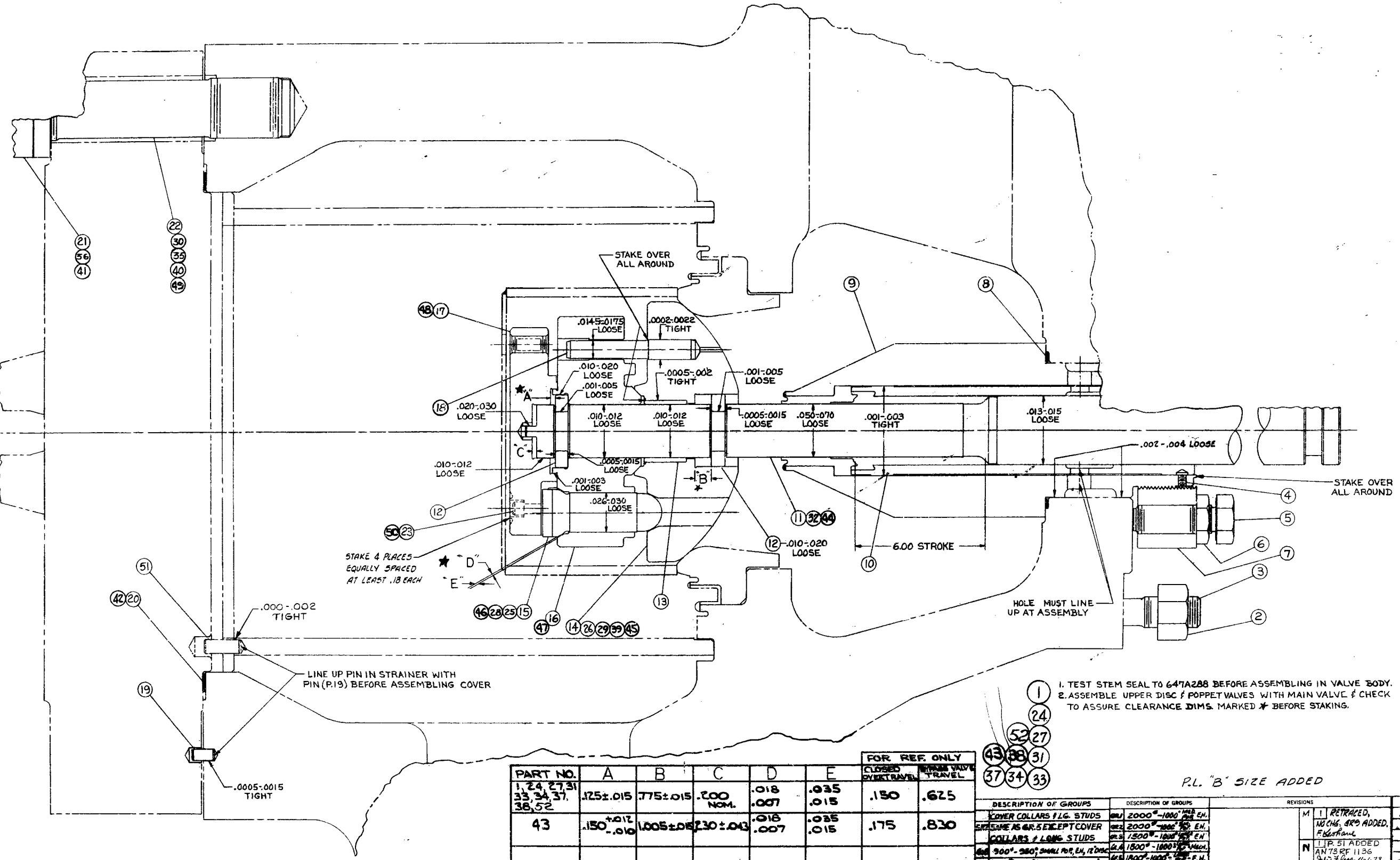
The City may require insurance covering a Bidder or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Bidder or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Bidder of all obligations under the Contract.

The Bidder shall provide and carry any additional insurance as may be required by special provisions of these specifications.

6. CERTIFICATE OF INSURANCE

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. **The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Bidder cannot have the "endeavor to" language stricken, the Bidder may elect to provide a new certificate of insurance every thirty (30) days during the contract. Bidder shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.**



PART NO.	A	B	C	D	E	FOR REF. ONLY	
						CLOSED OVERTRAVEL	SHIM VALVE TRAVEL
1, 24, 27, 31 33, 34, 37, 38, 52	.125 ± .015	.775 ± .015	.200 NOM.	.018 .007	.035 .015	.150	.625
43	.150 ^{+.012} _{-.010}	1.005 ± .015	.230 ± .013	.018 .007	.035 .015	.175	.830

DESCRIPTION OF GROUPS		DESCRIPTION OF GROUPS		REVISIONS		PRINTS TO	
COVER COLLARS & LG. STUDS	GRI 2000 ⁺ -1000 ⁺ MED POP E.H.			M	I RETRACED, NGCHG. BRO ADDED. F. B. name	A	
SAME AS G.R.I EXCEPT COVER COLLARS & LONG STUDS	GRI 2000 ⁺ -1000 ⁺ MED POP E.H. GRI 1500 ⁺ -1000 ⁺ MED POP E.H. GRI 1800 ⁺ -1000 ⁺ MED POP E.H.			N	I.P. 51 ADDED ANT 73 RF 1136 W 49 Long 11-1-73		
900 ⁺ -980 ⁺ SMALL POP. EN. F.D.S.	GRI 1800 ⁺ -1000 ⁺ MED POP E.H.			R	DISE ADDED		
900 ⁺ -980 ⁺ ELIG FOR EN. F.D.S.	GRI SAME AS GRI EXCEPT						
910 1500 ⁺ -1000 ⁺ MED. POP E.H. II DISC	W.A. MICHAUD MATHURIN LYNN RIVER WKS. VEGAS	APPROVALS					
						6580970	REV R

PL-658D970

GROUP NO. AND QUANTITY				GROUP NO. AND QUANTITY				GROUP NO. AND QUANTITY				GROUP NO. AND QUANTITY				GROUP NO. AND QUANTITY				PART NO.	NAME	DRAWING NO., DESCRIPTION, MATERIAL	WT
												10 9 8 7 6 5 4 3 2 1											
																	1	ASSEMBLY	OF PTS. IN GR. 1				
																	2	NUT, HEX	K-6643235 P.9 (1.375-8)				
																	3	STUD	K-6643231 P.542 (1.375-8 X 5.50 LG)				
																	4	SCREW, SET	649A919 P.168				
																	5	BOLT	638A513 P.1 (1 1/4-8)				
																	6	NUT, JAM	K-6643124 P.10 1.250-8				
																	7	RING, PULLDOWN	169A148 P.1				
																	8	GASKET	638A386 P.4 (1 FOR SPARE)				
																	9	VA. STEM GUIDE	ASSM. 429B299 P.11				
																	10	BUSHING	429B700 P.2				
																	11	STEM, VALVE	930B336 P.1				
																	12	BUSHING SPLIT	200A157 P.1				
																	13	BUSHING	200A158 P.1				
																	14	11" VALVE	658D967 P.1				
																	15	VALVE (MED)	930B333 P.1				
																	16	DISK, UPPER	658D966 P.1				
																	17	COVER	753C512 P.1				
																	18	PIN	200A156 P.1				
																	19	PIN	K-4801938 P.13				
																	20	GASKET	637A100 P.1512 (2 FOR SPARE)				
																	21	NUT, COV.	K-6643225 P.12 (2 3/4-8)				
																	22	STUD	K6643285 P.552 (2 3/4-8 X 13 3/4 LG)				
																	23	BOLT	431B505 P.19 (3/4-10 X 2 1/2 LG)				
																	24	ASSEMBLY	OF PTS. IN GR. 2				
																	25	VALVE (SMALL)	930B382 P.1				
																	26	11" VALVE	658D995 P.1				
																	27	ASSEMBLY	OF PTS. IN GR. 3				
																	28	VALVE (LARGE)	930B352 P.1				
																	29	11" VALVE	819D703 P.1				
																	30	STUD	K-6643285 P.549 (2 3/4-8 X 13 LG)				

REVISIONS							
SYM	DESCRIPTION	DATE	APPROVED	SYM	DESCRIPTION	DATE	APPROVED
A	1 GR. 8 ADDED F.K.	1-31-72	WAR	B	11 GR. 9 ADDED R.Daughm	5/10/72	R. Peterson
C	11 GR. 10 ADDED JAK	9/14/75	9/16/75				

SIGNATURES		DAY	MO	YR
DRAWN	Lawana	21	10	70
CHECKED				
ISSUED	W. Clark	25	10	70
ENGRG				
MFG				
MATLS				

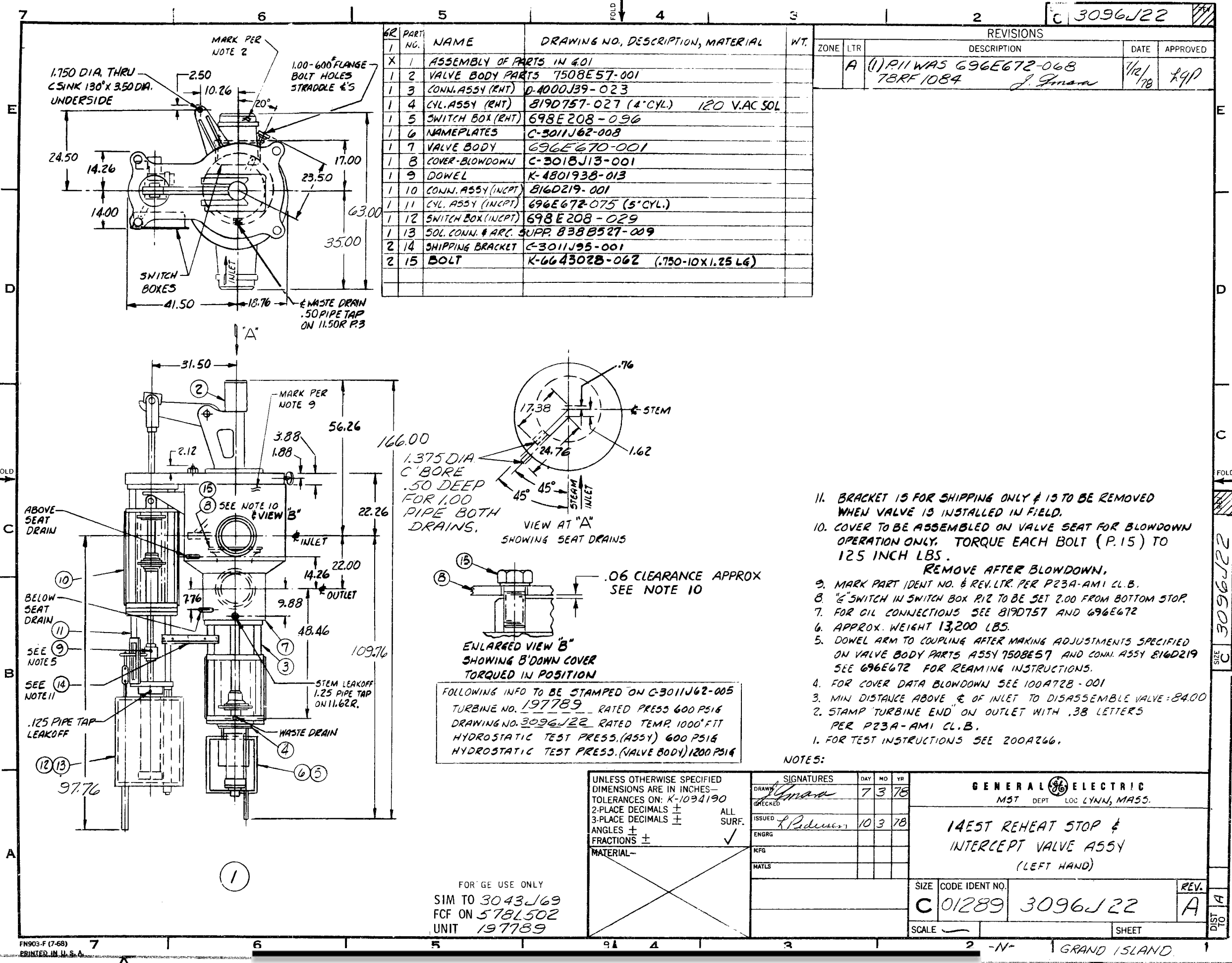
GENERAL ELECTRIC	
MSTG & G DEPT	LOC LYNN, MASS.
VALVE BODY PTS. 12" (FULL ARC)	
F.M.F. G.E TURBINE	
SIZE	CODE IDENT NO.
B	30024
PL-658D970	
REV	C
CONT ON SHEET	2
SH NO.	1

GROUP NO. AND QUANTITY					GROUP NO. AND QUANTITY					GROUP NO. AND QUANTITY					GROUP NO. AND QUANTITY					GROUP NO. AND QUANTITY					PART NO.	NAME	DRAWING NO., DESCRIPTION, MATERIAL	WT
			</																									

REVISIONS							
SYM	DESCRIPTION	DATE	APPROVED	SYM	DESCRIPTION	DATE	APPROVED
				A	1 GR. 8 ADDED F.K.	1-31-72	WAR
				B	4 GR. 9 ADDED P. Anderson	5/14/72	P. Anderson
				C	1 PART 51 ADDED TO ALL GROUPS AN 73-RF-1136 G.W.F.	11/1/73	J. D. G.
				D	GR. 10 ADDED JAK 9/16/75	9/16/75	RGP

SIGNATURES				DAY	MO	YR
DRAWN	[Signature]			21	10	70
CHECKED	[Signature]					
ISSUED	[Signature]			26	10	70
ENGRG						
MFG						
MATLS						

GENERAL ELECTRIC MSTG & G DEPT LOC LYNN, MASS.			
VALVE BODY PTS. 12 "FULL ARC			
EM.F. GE. TURBINE			
SIZE	CODE IDENT NO.	REV	
B	30024 PL-658D970	D	
CONT ON SHEET		SH NO. 2	



62	PART NO.	NAME	DRAWING NO., DESCRIPTION, MATERIAL	WT.
X	1	ASSEMBLY OF PARTS IN 401		
1	2	VALVE BODY PARTS 7508E57-001		
1	3	CONN. ASSY (RHT) 819D757-023		
1	4	CYL. ASSY (RHT) 819D757-027 (4" CYL.)	120 V.AC SOL	
1	5	SWITCH BOX (RHT) 698E208-096		
1	6	NAMEPLATES C-3011J62-008		
1	7	VALVE BODY 696E670-001		
1	8	COVER-BLOWDOWN C-3018J13-001		
1	9	DOWEL K-4801938-013		
1	10	CONN. ASSY (INCP) 816D219-001		
1	11	CYL. ASSY (INCP) 696E672-075 (5" CYL.)		
1	12	SWITCH BOX (INCP) 698E208-029		
1	13	SOL. CONN. & ARC. SUPP. 838B527-009		
2	14	SHIPPING BRACKET C-3011J95-001		
2	15	BOLT K-6643028-062 (.750-10X1.25 LG)		

REVISIONS				
ZONE	LTR	DESCRIPTION	DATE	APPROVED
A		(1) P11 WAS 696E672-068 78RF1084	1/12/78	J. G. G. L. G. P.

11. BRACKET 15 FOR SHIPPING ONLY & IS TO BE REMOVED WHEN VALVE IS INSTALLED IN FIELD.
10. COVER TO BE ASSEMBLED ON VALVE SEAT FOR BLOWDOWN OPERATION ONLY. TORQUE EACH BOLT (P. 15) TO 125 INCH LBS.
- REMOVE AFTER BLOWDOWN.
9. MARK PART IDENT NO. & REV. LTR. PER P23A-AMI CL.B.
8. "E" SWITCH IN SWITCH BOX RIZ TO BE SET 2.00 FROM BOTTOM STOP.
7. FOR OIL CONNECTIONS SEE 819D757 AND 696E672
6. APPROX. WEIGHT 13,200 LBS.
5. DOWEL ARM TO COUPLING AFTER MAKING ADJUSTMENTS SPECIFIED ON VALVE BODY PARTS ASSY 7508E57 AND CONN. ASSY 816D219 SEE 696E672 FOR REAMING INSTRUCTIONS.
4. FOR COVER DATA BLOWDOWN SEE 100A728-001
3. MIN DISTANCE ABOVE & OF INLET TO DISASSEMBLE VALVE: 84.00
2. STAMP "TURBINE END" ON OUTLET WITH .38 LETTERS PER P23A-AMI CL.B.
1. FOR TEST INSTRUCTIONS SEE 200A266.

FOLLOWING INFO TO BE STAMPED ON C-3011J62-005

TURBINE NO. 197789 RATED PRESS 600 PSIG

DRAWING NO. 3096J22 RATED TEMP 1000°F

HYDROSTATIC TEST PRESS. (ASSY) 600 PSIG

HYDROSTATIC TEST PRESS. (VALVE BODY) 1200 PSIG

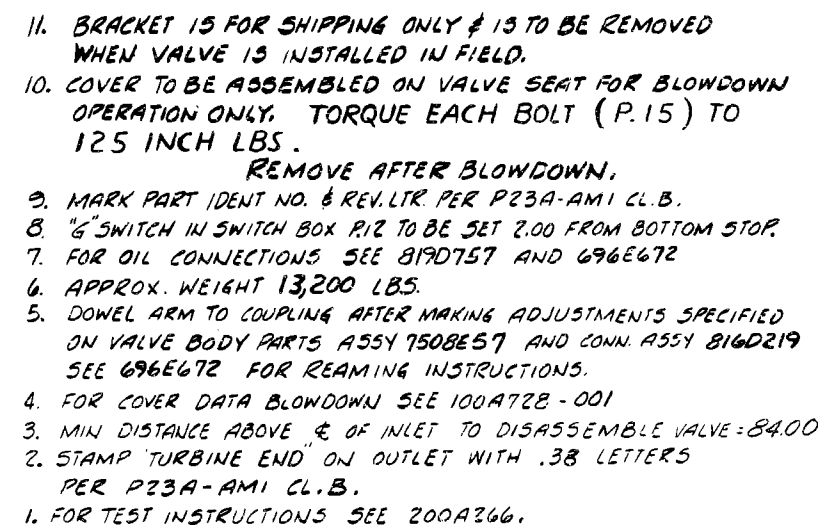
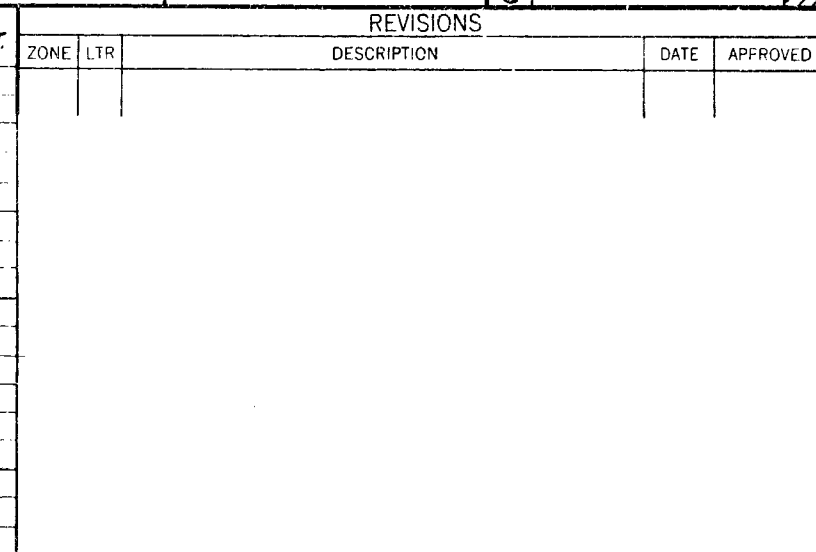
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES— TOLERANCES ON: K-1034190 2-PLACE DECIMALS ± 3-PLACE DECIMALS ± ANGLES ± FRACTIONS ± MATERIAL— ALL SURF. ✓	SIGNATURES DRAWN: J. G. G. CHECKED: L. Pedersen ISSUED: L. Pedersen ENGRG: NFG: MATS:	DAY MO YR 7 3 78 10 3 78	GENERAL ELECTRIC MST DEPT LOC LYNN, MASS. 14EST REHEAT STOP & INTERCEPT VALVE ASSY (LEFT HAND) SIZE CODE IDENT NO. C 01289 3096J22 SCALE — SHEET	REV. A
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FOR GE USE ONLY

SIM TO 3043J69

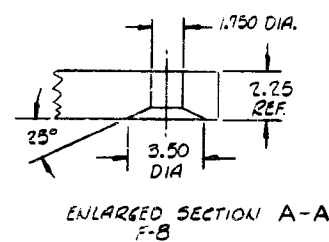
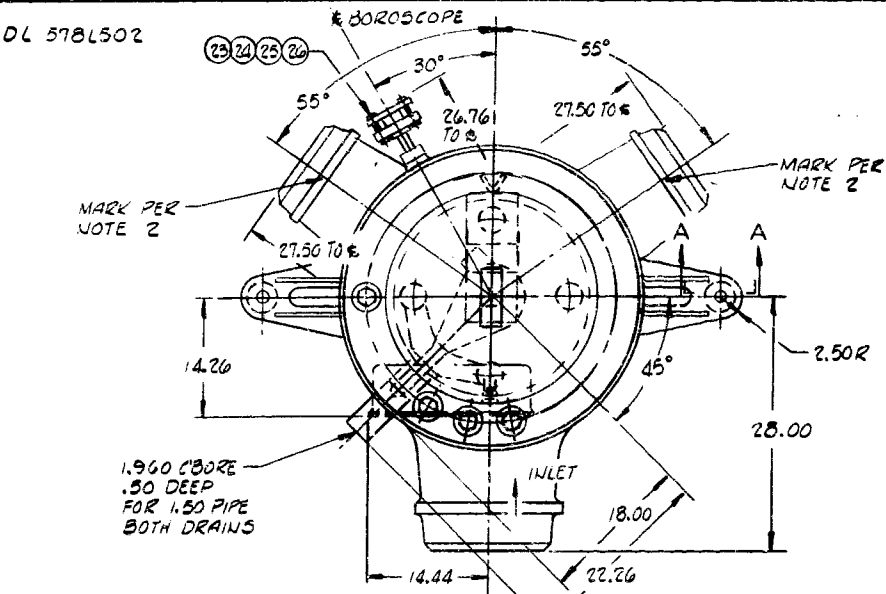
FCF ON 578L502

UNIT 197789



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FLF ON DL 578L502



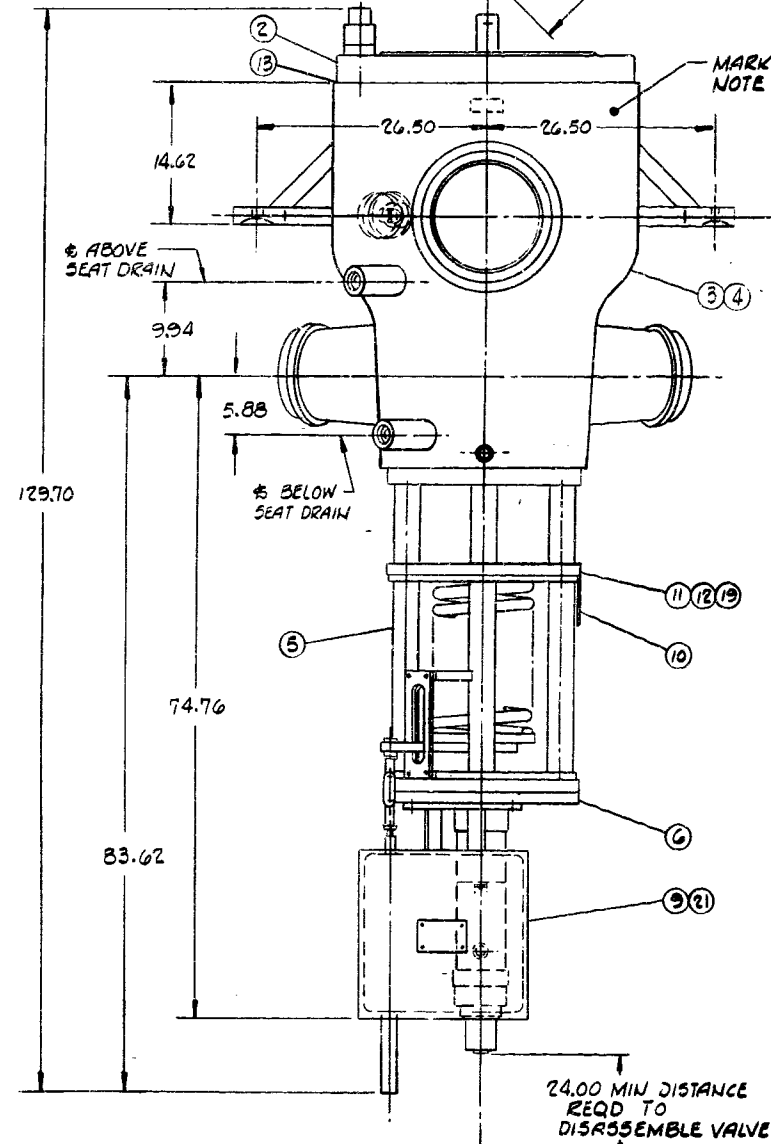
FOLLOWING INFO TO BE STAMPED ON NAMEPLATE 017

FULL ARC STARTING

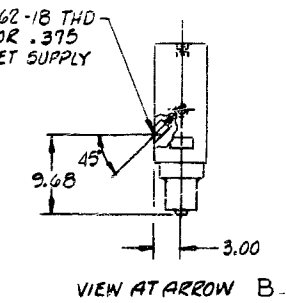
TURB NO 197789 RATED PRESS 1800 PSIG
DWG NO 04103J76 RATED TEMP 1000 °FTT
HYDROSTATIC TEST PRESS ASSY 1890PSIG
HYDROSTATIC TEST PRESS VALVE BODY 3780PSIG

VALVE WT 12,000 LBS APPROX
STEAM LIFT 6.00 INCHES
PILOT VALVE NOM LIFT .625 INCHES
PILOT VALVE CRKG .150 INCHES
MAIN PUMP OIL PRESS 1800 PSIG
MAIN DISC CRKG .775 INCHES

REVISIONS			
ZONE	LTR	DESCRIPTION	DATE
A		(NOTE 5 WAS "C" SWITCH - - - - - .62 FROM TOP STOP. 79RF1048 J. Zina	MAR 6 1979



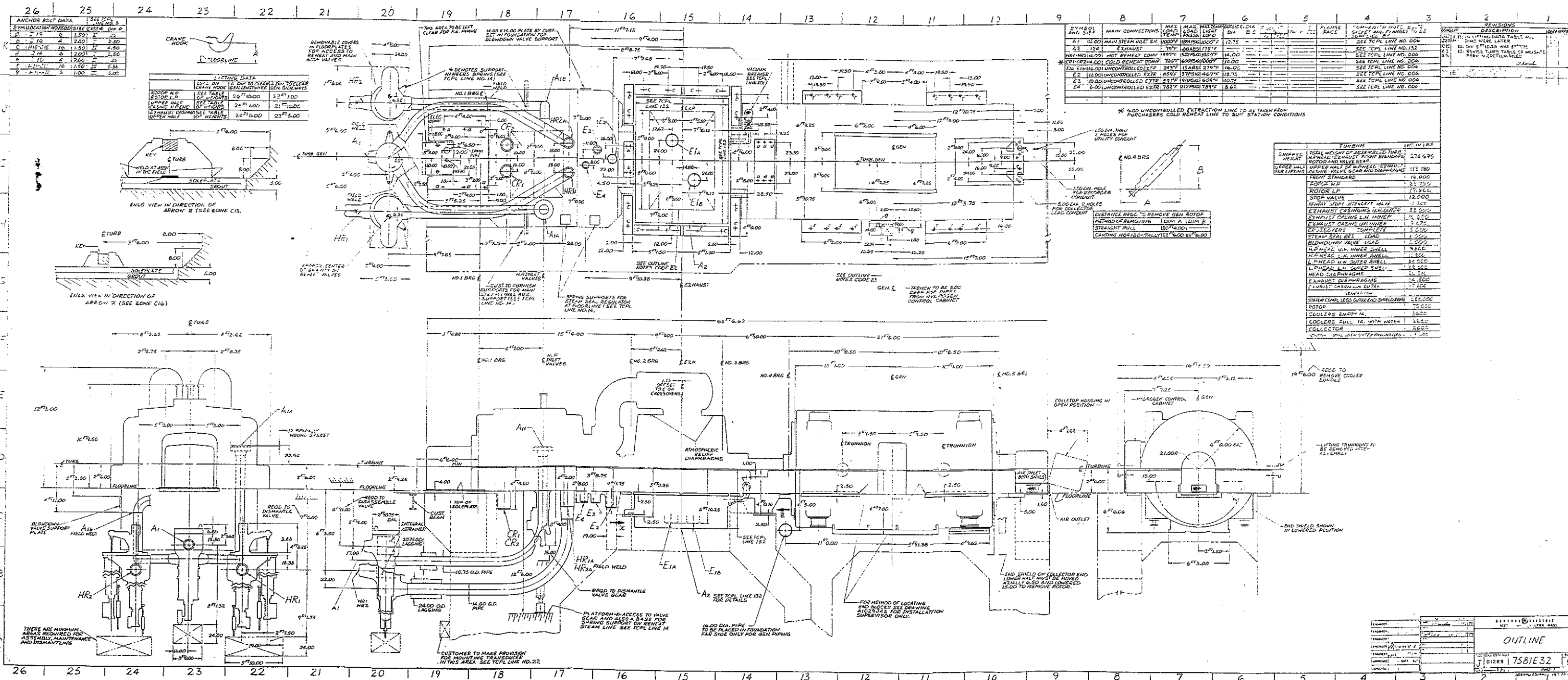
① LIFTING HOOK ON COVER IS ADEQUATE FOR LIFTING COMPLETE VALVE



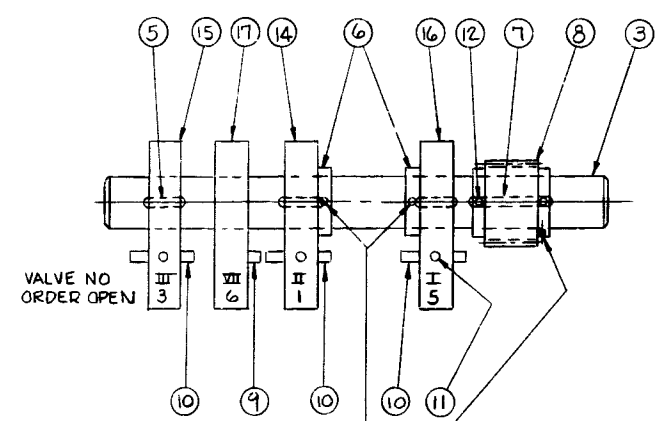
1. FOR TEST INSTRUCTIONS SEE 200A205.
2. STAMP TURBINE END ON OUTLET WITH .38 LETTERS PER P23A-AM1 CLASS B.
3. FOR COVER DATA BLOWDOWN SEE 645A922-060
4. MARK PART IDENTIFICATION NO. AND REVISION LETTER PER P23A-AM1 CLASS B.
5. D - SWITCH IN SWITCH BOX TO BE SET .20 - .30 FROM BOTTOM STOP.
6. TEMP COVER - REMOVE AFTER BLOWDOWN TORQUE EACH BOLT PART 20 TO 85 INCH POUNDS (.32 CLEAR APPROX BETWEEN PROTECTION COVER AND VALVE COVER)

NOTES
PL (B SIZE) ISSUED

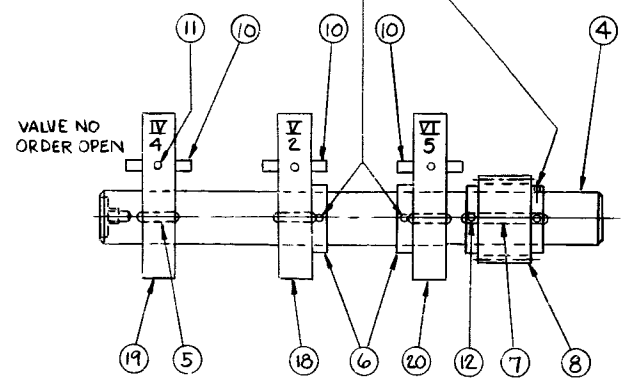
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES - TOLERANCES ON: K-1094190 2-PLACE DECIMALS ± 3-PLACE DECIMALS ± ANGLES ± FRACTIONS ± MATERIAL -				SIGNATURES DATE NO YR				GENERAL ELECTRIC MST DEPT LOC LYNN MASS			
DESIGNED CHECKED DRAWN APPROVED				F. K. K... 1 2 78 15 2 78				12" STOP VALVE ASSY 1800" FULL ARC			
SIZE D				CODE IDENT NO. 01289				REV A			
SCALE				SHEET				GRAND ISLAND 197789			



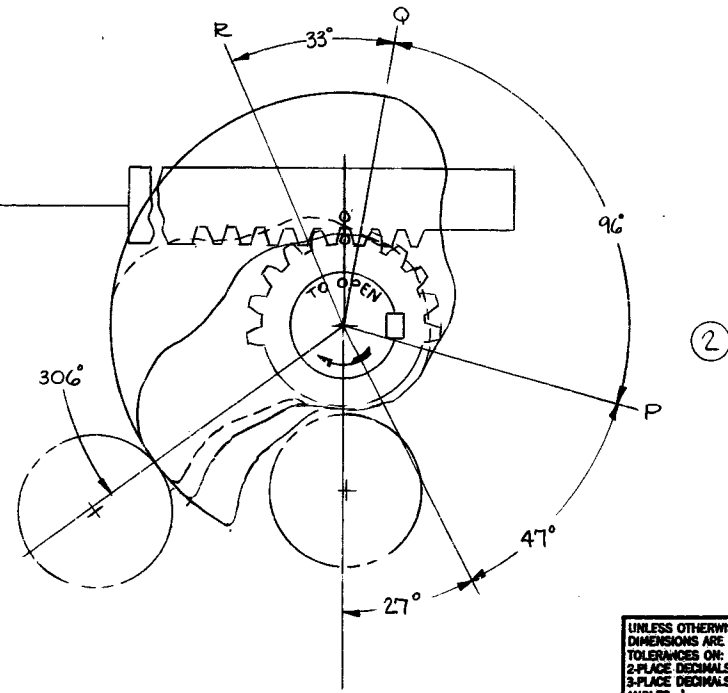
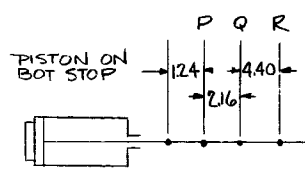
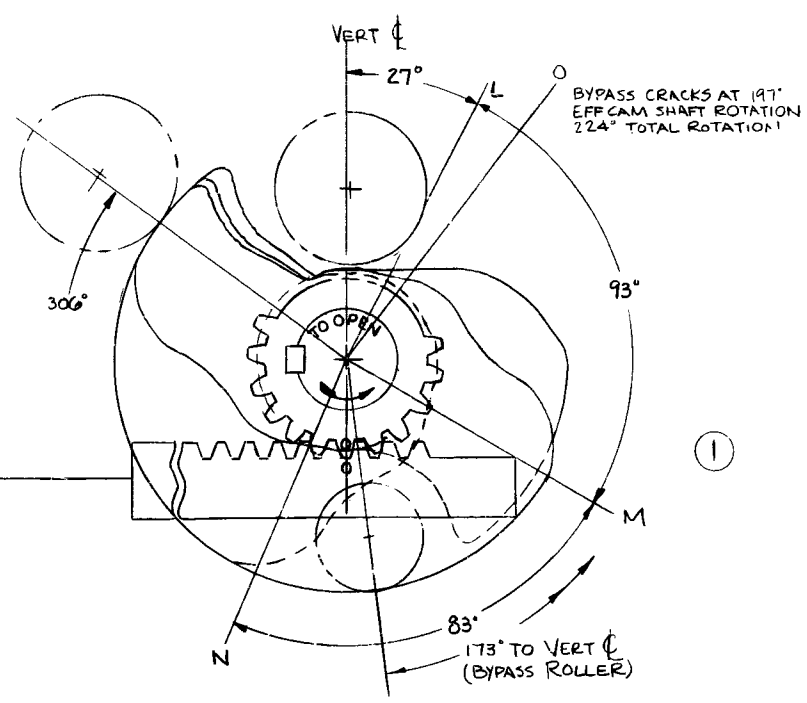
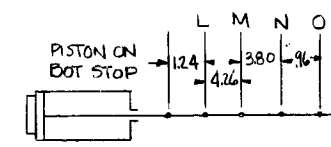
REVISIONS			
ZONE	LTR	DESCRIPTION	DATE
A	(1)	CRACKING PTS TAB REVISED	11/1/75



375 DRILL .28 DP 3 HOLES IN EACH SHAFT LOCATE FROM COLLARS & PINIONS AT ASSY PEEN METAL OVER SCREW



VIEW LOOKING FROM AHEAD END TOWARD EXHAUST



- 4. MARK PART IDENT NO. AND REVISION LETTER PER P23A-AM1 CLASS N TAG
- 3. USE STEAM FOR SHRINKING ON CAMS SO THAT ORIGINAL HEAT TREATMENT OF PARTS WILL NOT BE AFFECTED.
- 2. O ON LOWER PINION TO MESH WITH O ON LOWER RACK.
- 1. O ON UPPER PINION TO MESH WITH O ON UPPER RACK.

NOTES

CRACKING PTS	
POS	V.N.O
L	II
M	III
N	I
O	VII
P	V
Q	IV
R	VI

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES— TOLERANCES ON: 2-PLACE DECIMALS ± 3-PLACE DECIMALS ± ANGLES ± FRACTIONS ± MATERIAL—				SIGNATURES DRAWN <i>WAR</i> CHECKED <i>J. Pedersen</i> DATE 15/12/77		GENERAL ELECTRIC MST DEPT LOC LYNN MA	
ALL SURF. ✓				CAM SHAFT ASSEM		SIZE CODE IDENT NO. REV D 01289 4103J55 A	
SCALE				SHEET		2 / 4	

PL-4103J55

SHEET

SYM	DESCRIPTION	DATE	APPROVED	SYM	DESCRIPTION	DATE	APPROVED

GROUP NO. AND QUANTITY				PART NO.	NAME	DRAWING NO., DESCRIPTION, MATERIAL	WT.
		2	1				
		-	X	1	ACCUM OF	PTS IN G01	
		X	-	2	ACCUM OF	PTS IN G02	
		-	1	3	CAM SFT	3080J83-001	
		1	-	4	CAM SFT	3080J84-001	
		3	4	5	KEY	100A587-001	
		2	2	6	COLLAR	169A166-001	
		1	1	7	KEY	100A587-002	
		1	1	8	PINION	2107J25-001	
		-	1	9	PIN	9896105-005	
		3	3	10	PIN	169A697-001	
		3	3	11	SET SCR	649A908-226	
		2	2	12	SET SCR	649A908-195	
		3	3	13	SET SCR	649A922-230	
		-	1	14	CAM	133C941-015	295°
		-	1	15	CAM	4036J59-006	205°
		-	1	16	CAM	133C926-027	125°
		-	1	17	CAM	3080J85-001	BYPASS
		1	-	18	CAM	133C941-018	245
		1	-	19	CAM	133C913-026	145°
		1	-	20	CAM	128D557-028	125°

SIGNATURES		DAY	MO	YR
DRAWN	WAR	15	12	77
CHECKED				
ISSUED	A. B. Brown	16	12	77
ENGRG				
MFG				
MATLS				

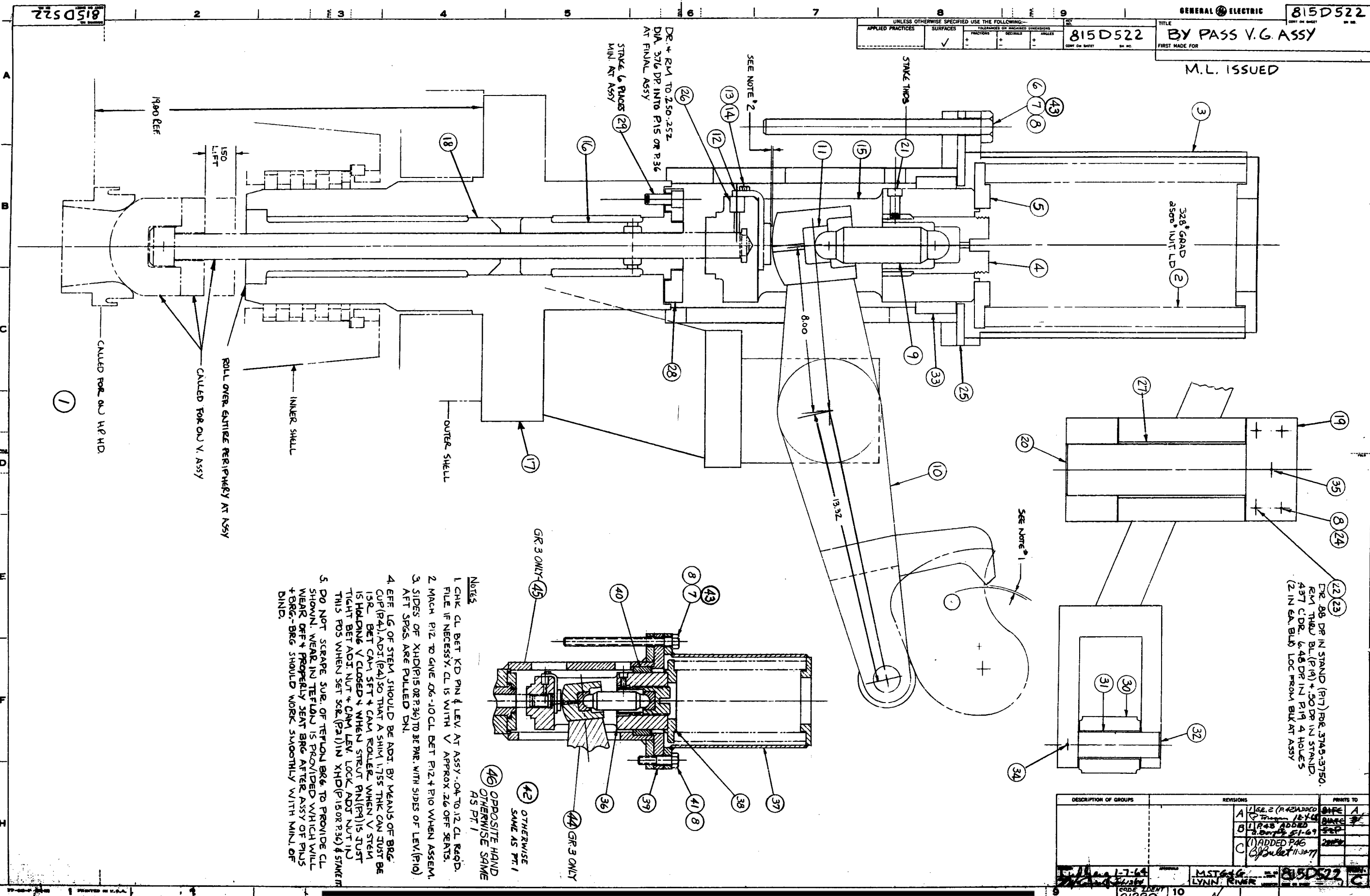
GENERAL  ELECTRIC
MST DEPT. LOC LYNN, MASS.

CAM SHAFT ASSEM.

SIZE A	CODE IDENT NO. 01289	PL-4103J55	REV —
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CONT ON SHEET ~~SH NO.~~ SH NO.

Page 193 / 313



815D522

CONT ON SHEET

SH NO. 2

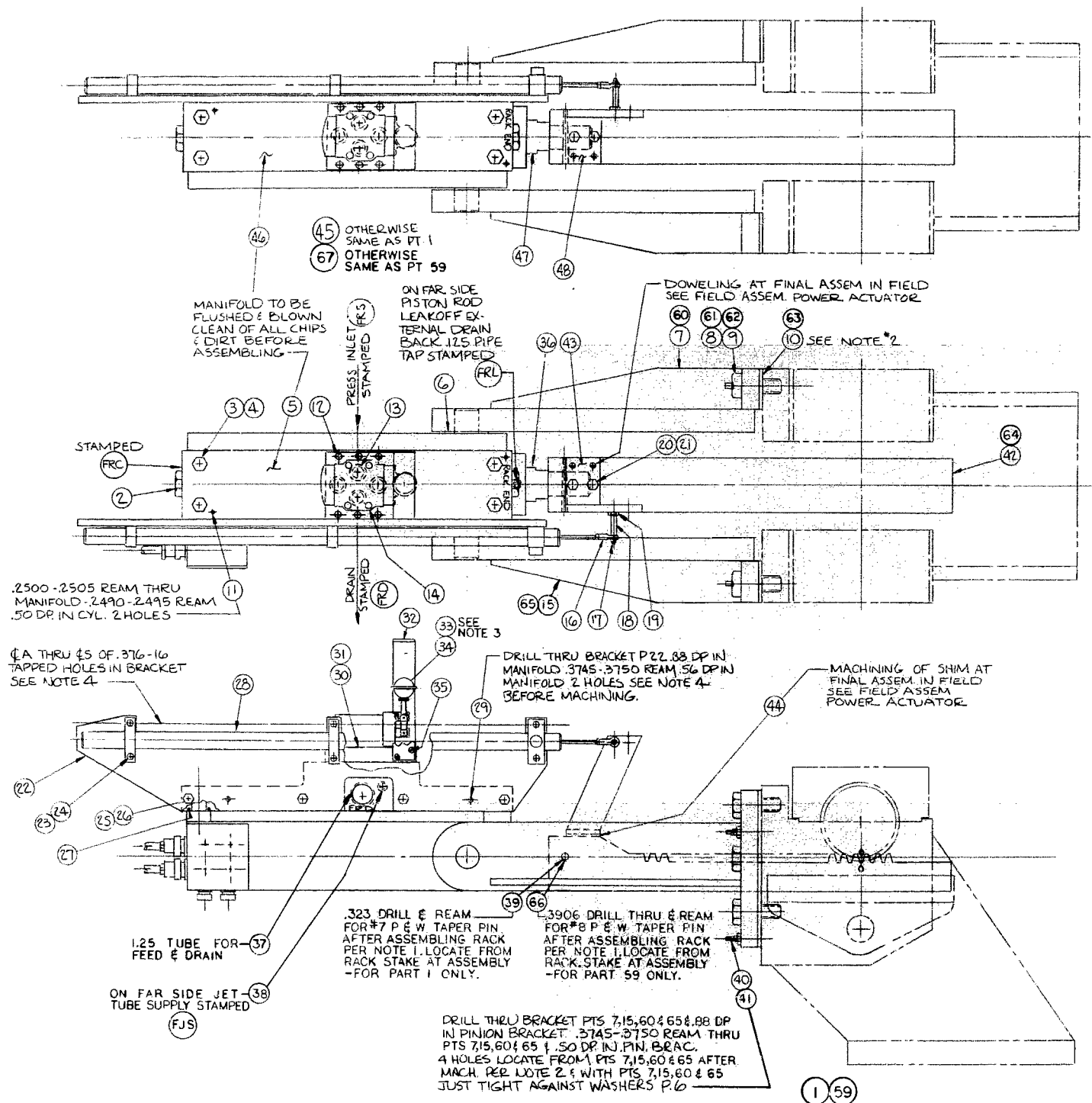
REV. NO.				TITLE		
PARTS LIST FOR				BY PASS V.G ASSY		
815D522				FIRST MADE FOR		
CONT ON SHEET				SH NO. 2		
GROUP NO.	AND	QUANTITY	PART NO.	NAME	DRAWING NO., DESCRIPTION, MATERIAL, WEIGHT	
3	2	1	28	RET.	100A495 P.1	
4	4	4	29	SCR	K-6643072 P.15 .500-13	
1	1	1	30	CAM ROLLER	120A610 P.1	
2	2	2	31	BRG.	655A709 P.16 D.U.	
1	1	1	32	PIN	120A611 P.1	
-	-	1	33	BUSH	120A577 P.1	
1	1	1	34	SS	649A922 P.135 .250-20	
2	2	2	35	SS	649A908 P.201 .375-16	
1	1	-	36	CROSSHEAD	C3011J24 P.1	
1	1	-	37	RETAINER	C3011J25 P.1	
1	1	-	38	SPG PLATE	A1143J95 P.1	
1	1	-	39	PLATE	B2004J42 P.1	
1	1	-	40	BUSHING	120A577 P.2	
4	4	-	41	BOLT	K-6643028 P.70 .750-10	
-	X	-	42	ASSY	OF PTS IN GR. 2	
2	2	2	43	COLLAR	A1156J50 P.1	
1	-	-	44	LEVER	D-4103J52 P.1	
1	-	-	45	STAND	873E110 P.1	
X	-	-	46	ASSY. OF	PTS. IN GR. 3	
DESCRIPTION OF GROUPS				REVISIONS		
				PRINTS TO		
				A 1 GR. 2 ADDED P. Thompson 12-4-68		81FC A
				B 1 PT. 43 ADDED A.N. 69RF1074 9. B. Smith 3-1-69		81FC B
				C 1 ADDED GR. 3 B. Bulat 11-30-77		81FC C
MADE BY <i>K. L. Harg</i> 1-7-64				APPROVALS		
ISSUED <i>M. C. Bunde</i> 7-12-64				MSTG+G		
				DIV. OR DEPT. LYNN RIVER		
				LOCATION		
FF-804P (6-63) PRINTED IN U. S. A.				1 CODE 101289		
				PARTS LIST FOR 815D522		
				CONT ON SHEET SH NO. 2		
				REV C		

815D522

REV NO.				TITLE			
PARTS LIST FOR				BY PASS V.G. ASSY			
815D522				FIRST MADE FOR			
CONT ON SHEET 2 SH NO. 1							
GROUP NO. AND QUANTITY				PART NO.	NAME	DRAWING NO., DESCRIPTION, MATERIAL, WEIGHT	
		3	2	1	1	ASSY OF PTS GR. 1	
		-	-	X	2	SPG. 200A948 P.1	
		1	1	1	3	RET. 752C369 P.1	
		-	-	1	4	BRG CUP ASSY 100A423 P.1	
		1	1	1	5	PL. 645A156 P.6	
		-	-	1	6	BOLT K-6643028 P.65 750-10	
		2	2	2	7	BOLT K-6660255 P.76	
		10	10	8	8	WASH. 649A977 P.11 SHAKEPROOF *1232	
		1	1	1	9	L PIN 100A420 P.1	
		-	1	1	10	LEV. 815D521 P.1	
		1	1	1	11	BRG. CUP 100A291 P.1	
		1	1	1	12	SHIM 169A153 P.5	
		2	2	2	13	BOLT K-6643028 P.1 375-16 X.76	
		2	2	2	14	LK WASH 649A975 P.9 SHAKEPROOF *1120	
		-	-	1	15	X HD 752C357 P.1	
		1	1	1	16	BUSH 870B373 P.3	
		-	1	1	17	STAND 694E225 P.1	
		1	1	1	18	BUSH 200A949 P.1	
		2	2	2	19	BRG BLK 920B221 P.1	
		1	1	1	20	PIN 120A612 P.1	
		1	1	1	21	SS 649A908 P.228 500-13 X 1.00	
		4	4	4	22	SCR DWL K-4804606 P.155	
		4	4	4	23	NUT K-6643035 P.3 375-16	
		4	4	4	24	BOLT K-6643028 P.310 750-10	
		-	-	1	25	PL 120A539 P.1	
		1	1	1	26	PIN V-9461143	
		2	2	2	27	BRG 655A709 P.4 D.U.	
DESCRIPTION OF GROUPS				REVISIONS		PRINTS TO	
				D (1) ADDED GR 3		81FE A	
				B Bulat 11-30-77		81AFC B	
						52P	
						64G	
				A 1 PT WAS K-6643028 P.301 750-10			
				B 6SRF108 9.20.7.1/65			
				P.24 WAS K-6643028 P.88			
				67RF1018 9.20.7.1/65			
				C 1 GR. 2 ADDED		81H	
				P.124 WAS 12465		20176	
MADE BY <i>Cullberg</i> 1-7-64				APPROVALS		PARTS LIST FOR	
ISSUED <i>McComie</i> Feb 12 '64				MSTG+G		815D522	
				LYUN RIVER		CONT ON SHEET 2 SH NO. 1	
FF-50-P (6-63) PRINTED IN U.S.A.				1 CODE 101289		REV D	

4103J48

REVISIONS			
ZONE	LTR	DESCRIPTION	DATE
A	(1)	ADDED SH 2	12/1/77
B	(1)	ADDED PTS 59 & 67	12/1/77



1. BOTTOM OF RACK TO BE TIGHT AGAINST SHOULDER OF PISTON ROD AROUND ENTIRE PERIPHERY. TOOTH CONTACT SURFACES TO BE PERPENDICULAR TO PISTON ROD WITHIN .003/FT. PISTON ROD TO BE TIGHTENED WITH 995 FT-LB. TORQUE.
2. MACHINE SHIMS SO THAT WITH HYDRAULIC CYLINDER ON BOTTOM PINION KEY WILL BE HORIZONTAL INBOARD AND OUTBOARD SHIMS TO BE MACHINED AS NECESSARY AT ASSY WITH PINION TO OBTAIN TOOTH CONTACT OVER FULL WIDTH OF ARC.
3. POWER ACTUATOR WILL BE ASSEMBLED AS SHOWN FOR SHIPMENT. FOR FLUSHING PROCEDURE AND OPERATION SEE H P HYDRAULIC SYSTEM LINE 600 TURBINE CONSTRUCTION PRINTS.
4. LOCATE BRACKET SO THAT CENTER LINE A FALLS PARALLEL TO CENTER LINE OF HYDRAULIC CYLINDER WITHIN .015.

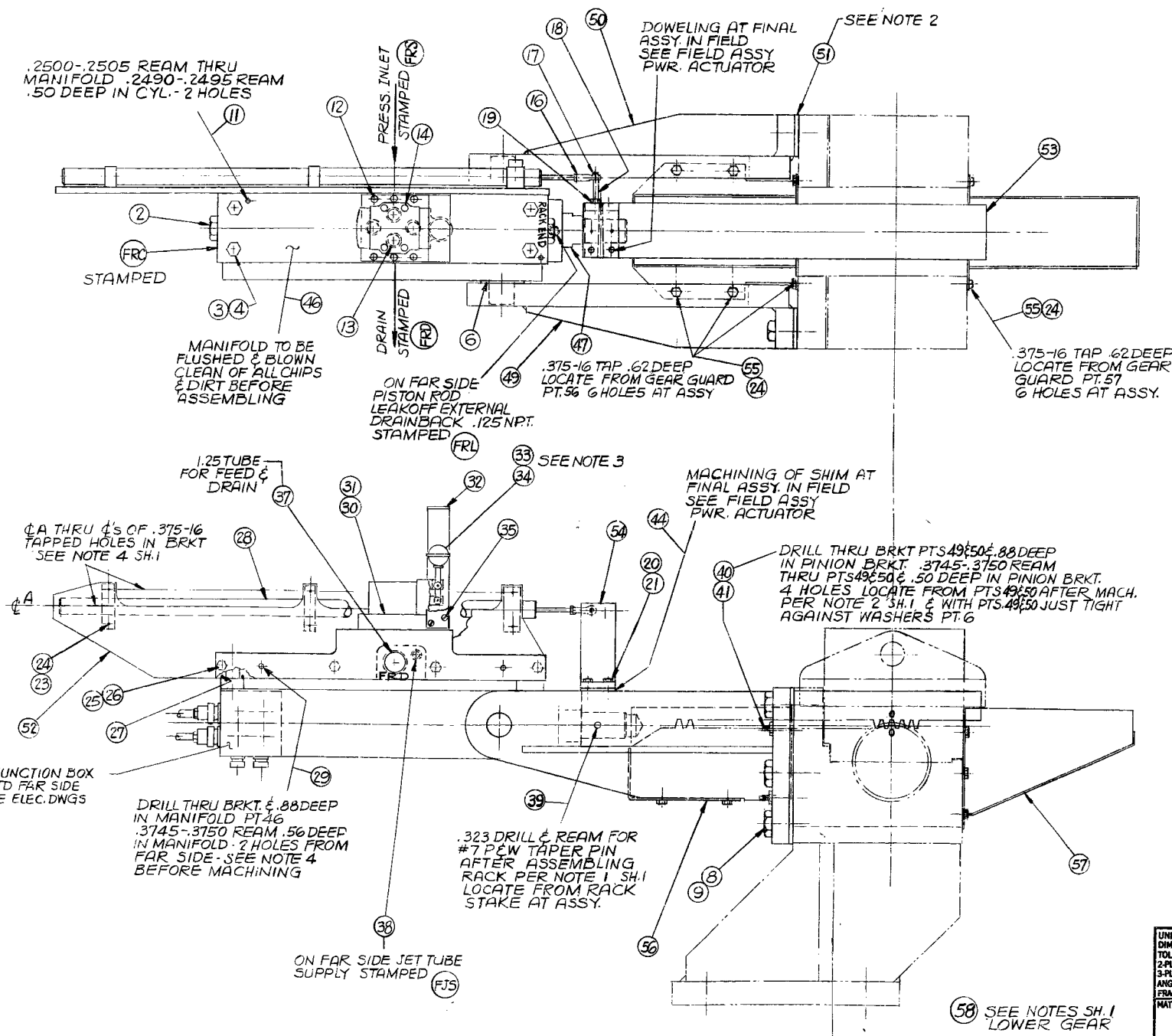
NOTES

PL
ISSUED
B SIZE

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES— TOLERANCES ON: 2-PLACE DECIMALS ± 3-PLACE DECIMALS ± ANGLES ± FRACTIONS ± MATERIAL—		SIGNATURES DRAWN: [Signature] 22/1/77 CHECKED: [Signature] 22/1/77 ISSUED: [Signature] 22/1/77 ENG: [Signature] MFL: [Signature] DATE: 22/1/77		GENERAL ELECTRIC LAST COPY LOC. 11/1/77 POWER ACT. ASSEM SIZE: CODE IDENT NO. 4103J48 D 01289 SCALE: SHEET 1 OF 2	
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87J48

REVISIONS				
ZONE	LTR	DESCRIPTION	DATE	APPROVED



UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES— TOLERANCES ON: 2-PLACE DECIMALS ± 3-PLACE DECIMALS ± ANGLES ± FRACTIONS ± MATERIAL—		SIGNATURES DRAWN: <i>[Signature]</i> 18 2 78 CHECKED: <i>[Signature]</i> 29 2 78 ENGINEER: <i>[Signature]</i> 29 2 78 DATE: <i>[Signature]</i> 29 2 78 SCALE: <i>[Signature]</i> 29 2 78		GENERAL ELECTRIC MST DEPT LOC. LYNN, MASS. POWER ACTUATOR ASSY. SIZE: D CODE IDENT NO: 01289 4103 J48 SHEET 2 OF 2	
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REVISIONS

SIZE B PL-4103J48 SHEET 1

SYM	DESCRIPTION	DATE	APPROVED	SYM	DESCRIPTION	DATE	APPROVED

SYM	DESCRIPTION	DATE	APPROVED	SYM	DESCRIPTION	DATE	APPROVED
A	(1) ADDED GR 3 B/B	2/4/78	19P				
B	(1) ADDED GRS 4 & 5 & SHEET 2, Rudern, (M)	MAY 23 1979	19P				

GROUP NO. AND QUANTITY					PART NO.	NAME	DRAWING NO., DESCRIPTION, MATERIAL	WT
5	4	3	2	1				
4	4	4	4	4	26	LWASHER	649A975-010	
2	2	2	2	2	27	O'RING	655A770-126	
X	X	X	X	X	28	TRANSDUCER	FCF FIELD ASSEM PWR. ACT.	
2	2	2	2	2	29	DOWEL	4801938-010	
1	1	1	1	1	30	ADAPTOR	752C377-001	
1	1	1	1	1	31	O'RING	655A770-010	
1	1	1	1	1	32	GUARD	100A268-002	
1	1	1	1	1	33	VALVE	100A242-001	
X	X	X	X	X	34	SERVO VA.	FCF FIELD ASSEM PWR ACT	
4	4	4	4	4	35	MACH SCR	649A915-213	
	1	-	-	1	36	HYD. CYL.	3080J70-001	
2	2	2	2	2	37	PLUG	100A160-011	
1	1	1	1	1	38	PLUG	100A160-005	
		1	1	1	39	TAPER PIN	643A391-095	
4	4	4	4	4	40	SCR DOWEL	4804606-110	
4	4	4	4	4	41	NUT	6643035-003	
		-	1	1	42	RACK	3080J74-001	
	1	-	-	1	43	BRACKET	2107J12-005	
1	1	1	1	1	44	SHIM	1240J90-001	
		-	X	-	45	ASSEM OF	PTS IN G02	
1		1	1	-	46	MANIFOLD	753C539-005	
1		1	1	-	47	HYD CYL.	3080J70-002	
1		-	1	-	48	BRACKET	2107J12-001	
		1	-	-	49	BRACKET	4103J80-001	
		1	-	-	50	BRACKET	4103J80-006	
		2	-	-	51	SHIM	2107J67-001	
		1	-	-	52	BRACKET	3096J13-001	
		1	-	-	53	RACK	3080J74-001	
		1	-	-	54	BRACKET	2107J66-001	
		12	-	-	55	BOLT	6643028-012	
		1	-	-	56	GEAR GUARD	3096J17-001	
		1	-	-	57	GEAR GUARD	3096J18-001	
		X	-	-	58	ASSY. OF PTS	IN G03	

GROUP NO. AND QUANTITY					PART NO.	NAME	DRAWING NO., DESCRIPTION, MATERIAL	WT
		-	-	X	1	ASSEM OF	PTS IN G01	
2	2	2	2	2	2	PLUG	100A160-010	
4	4	4	4	4	3	BOLT	6643028-042	
4	4	4	4	4	4	LWASHER	649A975-011	
	1	-	-	1	5	MANIFOLD	753C539-004	
2	2	2	2	2	6	SPACER	4805675-541	
		-	1	1	7	BRACKET	4103J49-006	
		6	6	6	8	BOLT	6643028-123	
		6	6	6	9	LWASHER	649A975-014	
		-	2	2	10	SHIM	2077J22-001	
2	2	2	2	2	11	DOWEL	4801938-007	
6	6	6	6	6	12	SCREW	771A176-147	
4	4	4	4	4	13	O'RING	655A770-214	
4	4	4	4	4	14	SCREW	771A176-152	
		-	1	1	15	BRACKET	4103J49-001	
1	1	1	1	1	16	HEIM JOINT	644A983-005	
1	1	1	1	1	17	NUT	6643306-002	
1	1	1	1	1	18	STUD SHD.	656A725-001	
1	1	1	1	1	19	JAM NUT	6643124-003	
2	2	2	2	2	20	BOLT	6643060-062	
2	2	2	2	2	21	LWASHER	1397777	
1	1	-	1	1	22	BRACKET	3080J78-001	
6	6	6	6	6	23	BOLT	6643060-057	
6	6	18	6	6	24	LWASHER	649A975-009	
4	4	4	4	4	25	BOLT	6643060-088	

SIGNATURES		DAY	MO	YR
DRAWN	DATE	27	11	77
CHECKED				
ISSUED	DATE	22	11	77
ENGRG				
MFG				
MATLS				

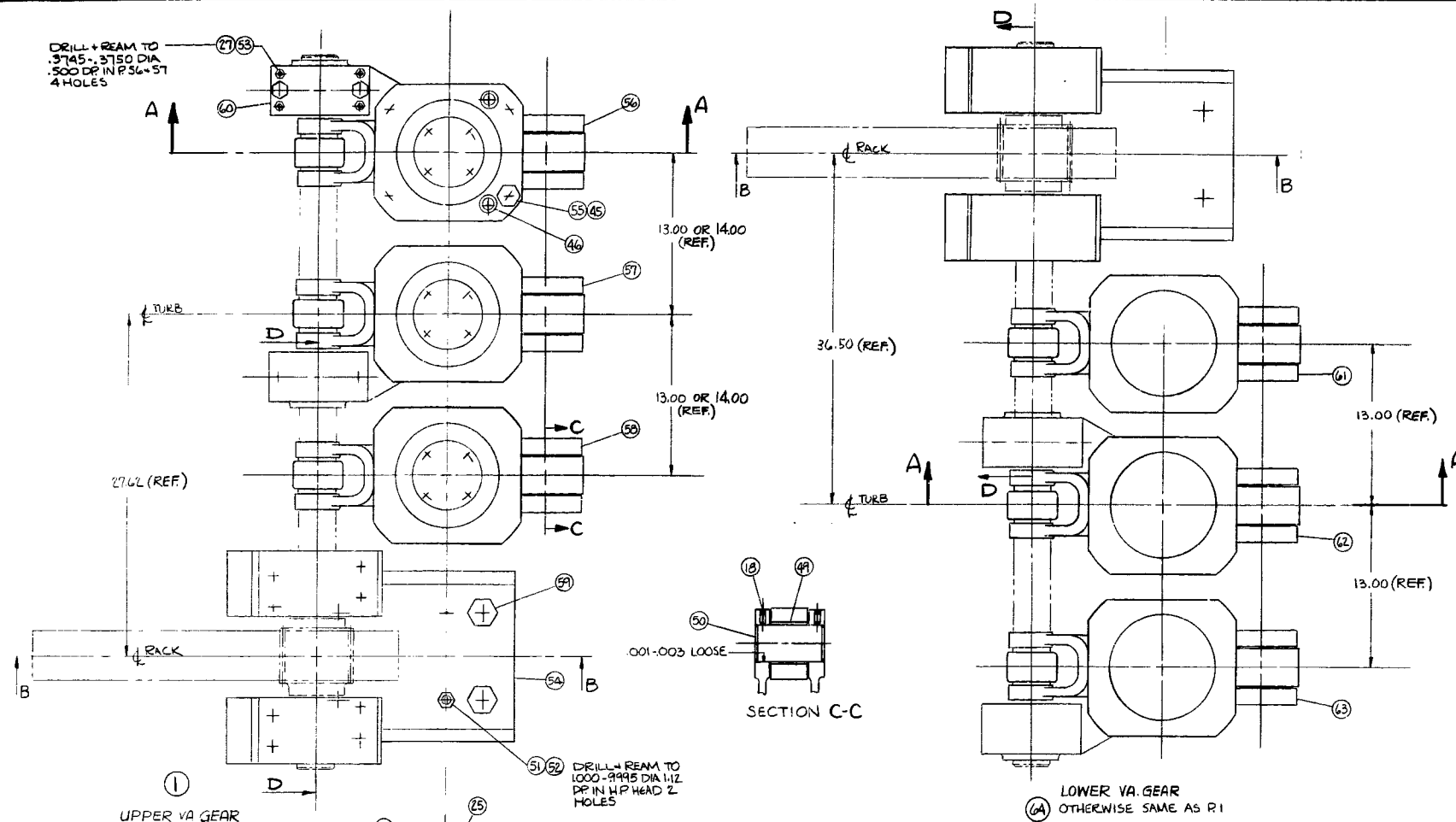
GENERAL ELECTRIC		MST		DEPT	LOC	LYNN, MASS.
		POWER ACTUATOR ASSY.				
SIZE	CODE	IDENT NO	REV			
B	01289	PL-4103J48	B			
CONT ON SHEET			2	SH NO 1		

EST 108 (10-74)

SIZE	PL- 4103 J48	SHEET	2
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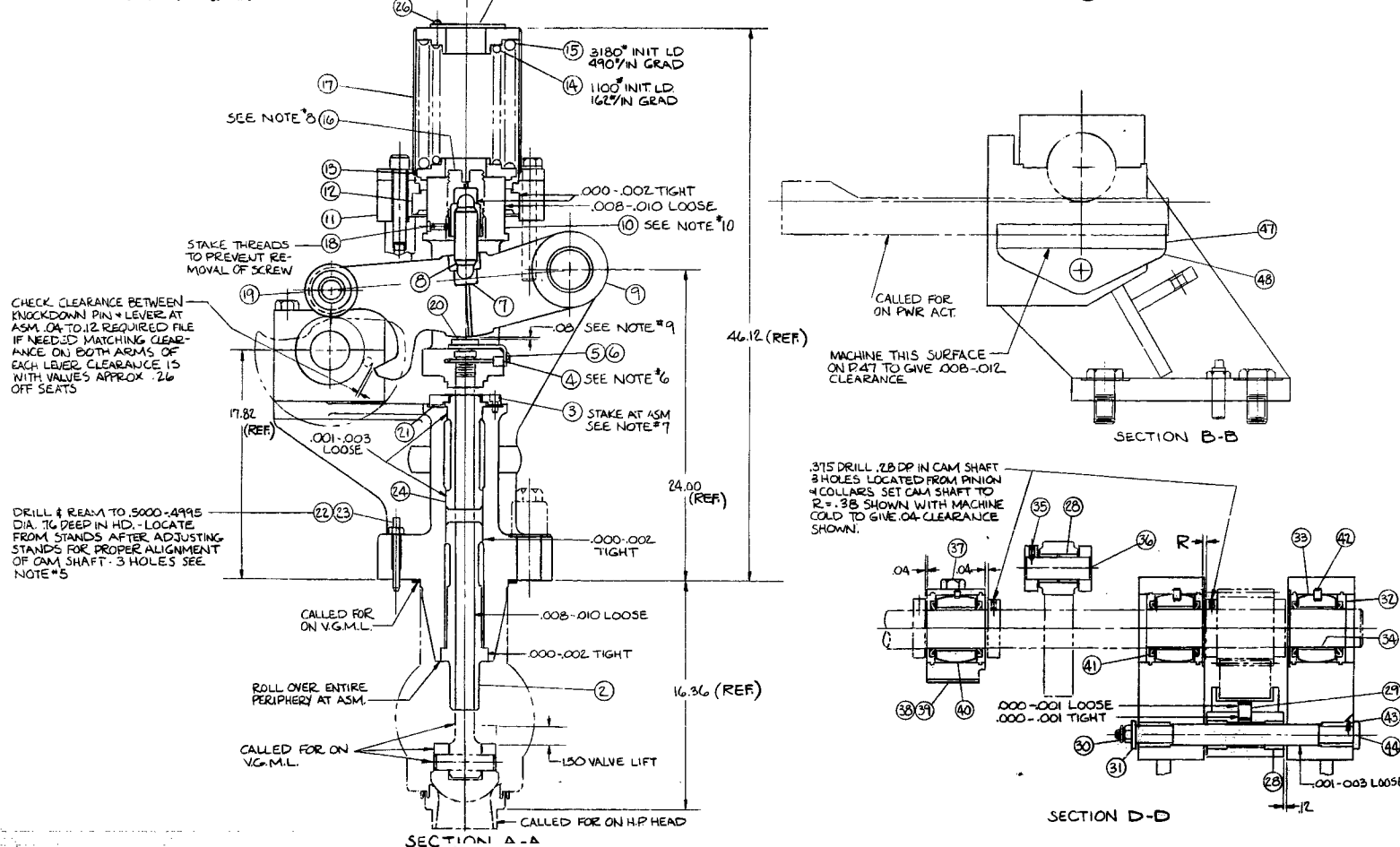
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REVISIONS				
ZONE	LTR	DESCRIPTION	DATE	APPROVED
	A	(1) ADDED SECT A-A TO PLAN VIEWS (2) ADDED REF. TO DIMS. (3) ADDED SH-2 <i>Ed Boulet</i>	FEB 1978	<i>KGP</i>
	B	(1) NOTE 6 REVISED <i>WAR</i>	MAR 1978	<i>TPP</i>



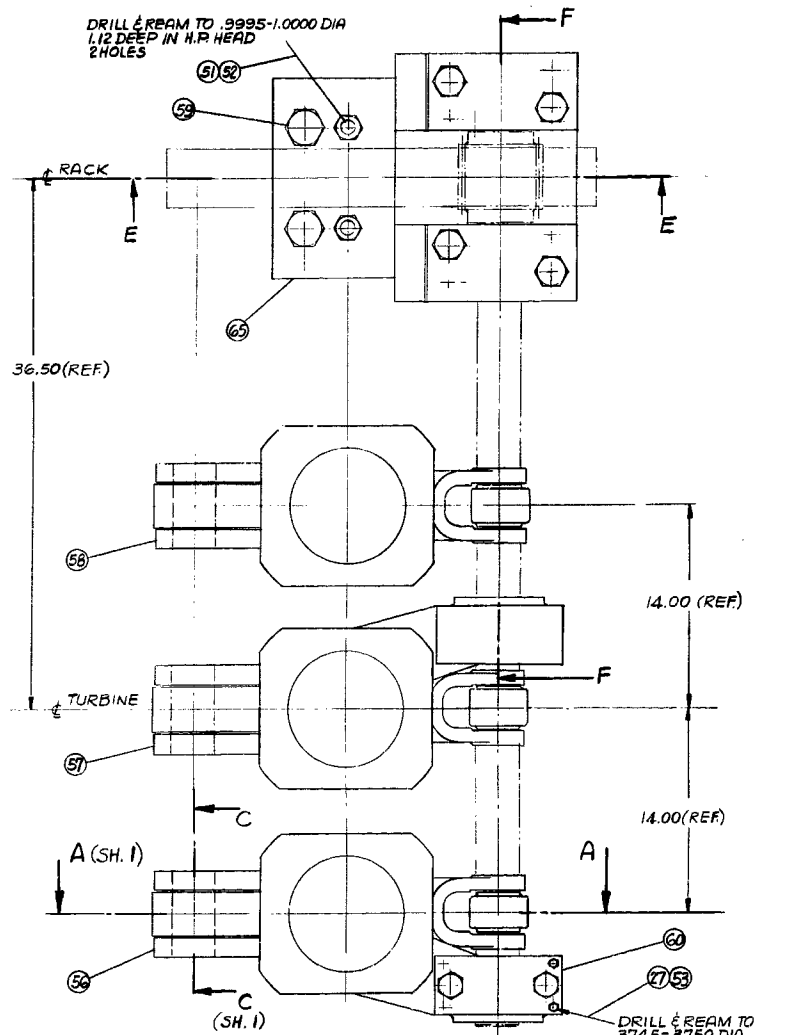
11. RULON SPRAY IN ACCORDANCE WITH P22A-AMI ON CAM SHAFT CAM ROLLER RACK HINGE ROD AND FULCRUM JOURNALS.
 10. SIDES OF CROSSEHEAD TO BE PARALLEL WITH SIDES OF LEVER AFTER SPRINGS ARE PULLED DOWN.
 9. MACHINE PART 20 TO GIVE .10-.06 CLEARANCE BETWEEN PART 20 AND PART 9 WHEN ASSEMBLED.
 8. EFFECTIVE LENGTH OF STEMS SHOULD BE ADJUSTED BY MEANS OF BRG CUP PART 16. ADJUST PART 16 TO 50 THAT A SHIM .906 THICK CAN JUST BE INSERTED BETWEEN CAM SHAFT AND CAM ROLLER WHEN VALVE STEM IS HOLDING VALVE CLOSED AND WHEN STRUT PIN PART 8 IS JUST TIGHT BETWEEN ADJUSTING NUT AND CAM LEVER. LOCK ADJUSTING NUT IN THIS POSITION WITH SET SCREW PART 18 IN CROSSEHEAD PART 10 AND STAKE IT.
 7. STAKE PART 21 OVER SCREW AT LEAST 6 PLACES TO SECURELY LOCK SCREW IN PLACE.
 6. SCREW STEM INTO PART 10 TO BOTTOM AND DRILL AND REAM .252 - .250 DIA DRILL THRU PART 10 FOR PART 4, ASSEMBLE PART 4 IN PLACE BUT NOT PART 20.
 5. ASSEMBLE SPRINGS IN PLACE.
 4. LOCATE THE CAM AND CAM ROLLER ON CENTER LINE TURB. CENTRAL WITH EACH OTHER THEN LOCATE PINION ON CAM SHAFT AND PINION BRKT ON N P HEAD TO GIVE R CLEARANCE SHOWN. CHECK FOR MINIMUM CLEARANCES OF RACK GUIDE RELATED TO PINION BRKT. READ JUST PINION AND PINION BRKT TO GIVE THESE CLEARANCES IF NECESSARY. THIS SHOULD MAKE PINION CENTER LINE COME APPROX .06 FURTHER FROM CENTER LINE TURBINE THAN CENTER LINE OF RACK. CHECK CAM SHAFT BRG ALIGNMENT PINION AND RACK BACKLASH CLEARANCE AS INDICATED AND FULL TOOTH CONTACT BETWEEN PINION AND RACK BY MOVING RACK THRU FULL STROKE. IF NECESSARY MACHINE SHIM PART 38 AND RETAINER PART 47 SQUARE UP STANDS CAM SHAFT BRG AND PINION BRKT TILL FULL ALIGNMENT IS OBTAINED. DOWEL THESE COMPONENTS AS SHOWN.
 3. TOOTH O ON PINION TO MESH WITH SPACE O ON RACK WITH PINION KEYWAY HORIZONTAL AND OPER CYL ON BOTTOM STOP.
 2. DO NOT SCRAPE SURFACE OF TEFLON BRG TO PROVIDE CLEARANCES SHOWN. WEAR IN TEFLON IS PROVIDED WHICH WILL WEAR OFF AND PROPERLY SEAT BRG AFTER ASSY OF PINS AND BRG BRG SHOULD WORK SMOOTHLY WITH MINIMUM OF BINDING.
 1. AFTER ASSY OF VALVE STEM BUSHINGS A TRYBAR OF 1.497 DIA SHOULD PASS FREELY THRU THE BUSHINGS.
- PRELIMINARY ASSY FOR ALIGNMENT PURPOSES
- ASSEMBLE VALVE GEAR AS SHOWN EXCEPT FOR SPRING. LOCATE THE CAM AND CAM ROLLER ON CENTER LINE TURB. CENTRAL WITH EACH OTHER. DO NOT DOWEL OR STAKE COMPONENTS. CHECK FOR GENERAL ALIGNMENT OF ALL COMPONENTS, PARTICULARLY BRGS BY ROTATING CAM SHAFT.

NOTES



UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES— TOLERANCES ON: 3 PLACE DECIMALS $\pm .001$ 2 PLACE DECIMALS $\pm .005$ 1 PLACE DECIMALS $\pm .015$ ANGLES $\pm .1^\circ$ FUNCTIONS $\pm .1$ MATERIAL—	SIGNATURE <i>WAR</i>	DATE 1/11/77	BY [Signature]
	DESIGNED [Signature]	1/11/77	
	ENGINEER [Signature]	1/11/77	
	TESTER		
	WHS		
ALL SUPP. ✓	TITLE VALVE GEAR ASSEM		
	SIZE E		
	CODE IDENT NO. 01289		
	873E105		
	REV B		

DRILL & REAM TO .9995-1.0000 DIA
1.12 DEEP IN H.P. HEAD
2 HOLES



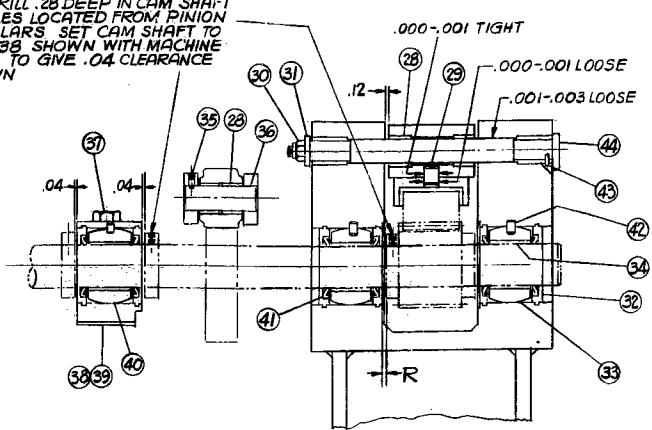
66 LOWER V. GEAR
SEE NOTES SH.1

MACHINE THIS SURFACE
ON PT. 47 TO GIVE
.008-.012 CLEARANCE

CALLED FOR ON
PWR. ACT.

SECTION E-E (J-10)

.375 DRILL .28 DEEP IN CAM SHAFT
3 HOLES LOCATED FROM PINION
& COLLARS SET CAM SHAFT TO
R = .38 SHOWN WITH MACHINE
COLD TO GIVE .04 CLEARANCE
SHOWN



UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES— TOLERANCES ON: DIMENSIONS ON: DIMENSIONS ON: DIMENSIONS ON: DIMENSIONS ON:		SIGNATURES DATE TIME		GENERAL ELECTRIC MST LYNN, MASS.	
ALL SURF. ✓		7/2/78		VALVE GEAR ASSY	
SIZE CODE IDENT NO.		873E105		KEY	
SCALE		2 N		SHEET 2 OF 2	

RESOLUTION 2020-167

WHEREAS, the City of Grand Island invited sealed bids for Turbine Valve Overhaul – Fall 2020 at Platte Generating Station, according to plans and specifications on file with the Utilities Department; and

WHEREAS, on July 7, 2020, bids were received, opened and reviewed; and

WHEREAS, GE Steam Power, Inc., of Windsor, Connecticut, 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 \$221,000.00; and

WHEREAS, the bid of GE Steam Power, Inc., is than the estimate for Turbine Valve Overhaul – Fall 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of GE Steam Power, Inc., in the amount of \$221,000.00 for Turbine Valve Overhaul – Fall 2020, is hereby approved as the lowest responsible bid.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 24, 2020	☐ City Attorney



City of Grand Island

Tuesday, July 28, 2020

Council Session

Item G-10

#2020-168 - Approving Acquisition of Utility Easement - 3860 S. Locust Street - Hooker Bros. Sand & Gravel, Inc.

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

Staff Contact: Tim Luchsinger, Stacy Nonhof

RESOLUTION 2020-168

WHEREAS, a public utility easement is required by the City of Grand Island from Hooker Bros., Sandy & Gravel, Inc., to survey, construct, inspect, maintain, repair, replace, relocate, extend, remove, and operate thereon, public utilities and appurtenances, including power lines and;

WHEREAS, a public hearing was held on July 28, 2020, for the purpose of discussing the proposed acquisition of a twenty (20.0) foot utility easement located through a part of the North Half (N ½), of the Southeast Quarter (SE ¼), Section Thirty-Three (33), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska, and more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter (SE1/4), Section Thirty-Three (33), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska; thence on an assumed bearing of N00°13'14"E, along the easterly line of said Southeast Quarter (SE1/4), a distance of one thousand five hundred twenty-eight and thirty-seven hundredths (1,528.37) feet; thence N88°04'49"W, a distance of seventy-five and eighty-one hundredths (75.81) feet to a point on the westerly right-of-way line of Locust Street being the ACTUAL Point of Beginning; thence continuing N88°04'49"W, along a particular East-West line of a tract of land described in Instrument No. 99107665, recorded in the Hall County, Nebraska Register of Deeds Office, a distance of one hundred sixty-six and thirty-eight hundredths (166.38) feet; thence S56°18'50"W, a distance of ninety-nine and twenty-three hundredths (99.23) feet; thence N33°41'10"W, a distance of twenty (20.0) feet; thence N56°18'50"E, a distance of one hundred five and sixty-five hundredths (105.65) feet; thence S88°04'49"E, a distance of one hundred seventy-two and thirteen hundredths (172.13) feet to a point on the westerly right-of-way line of said Locust Street; thence S00°13'14"W along the westerly right-of-way of said Locust Street; a distance of twenty (20.0) feet to the said Point of Beginning.

The above-described easement and right-of-way containing .12 acres more or less, as shown on the plat dated 7/7/2020, marked Exhibit "A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to acquire a public utility easement from Hooker Bros. Sand & Gravel, Inc., on the above-described tract of land.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2020.

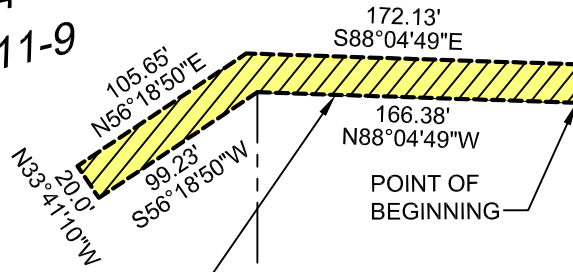
Approved as to Form	by _____
July 24, 2020	City Attorney

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

N1/2, SE 1/4
SECTION 33-11-9



A PARTICULAR EAST-WEST
LINE- TRACT OF LAND
DESCRIBED IN INSTRUMENT
NO. 99107665

WESTERLY
RIGHT-OF-WAY LINE-
LOCUST STREET

1/16 SECTION LINE

SE CORNER- N1/2, SE1/4,
SECTION 33-11-9

SE 1/4, SE 1/4
SECTION 33-11-9

EAST LINE- SE1/4,
SECTION 33-11-9

SE CORNER- SE 1/4,
SECTION 33-11-9

SECTION LINE

SCHIMMER DRIVE

LEGEND



INDICATES 20' WIDE
UTILITY EASEMENT

CITY OF
GRAND ISLAND
UTILITIES DEPARTMENT

EXHIBIT "A"

100'



City of Grand Island

Tuesday, July 28, 2020

Council Session

Item G-11

**#2020-169 - Approving the Adoption of 2020 Hall County Local
Emergency Operations Plan**

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Director of Emergency Management

Meeting: July 28, 2020

Subject: Local Emergency Operations Plan Adoption

Presenter(s): Jon Rosenlund, Director of Emergency Management

Background

The Hall County Local Emergency Operations Plan (LEOP) has recently been updated as part of a 5 year review and update process. The Council is asked to formally adopt the 2020 Hall County LEOP, which will supersede all previous copies of the LEOP.

Discussion

The Hall County Local Emergency Operations Plan (LEOP) is the primary emergency planning document for Hall County and all the municipalities therein. The LEOP is maintained by the Grand Island-Hall County Emergency Management Department and undergoes a full review and update process every 5 years. The 2020 Hall County LEOP draft has been reviewed by local agencies and jurisdictions and is ready for formal adoption by the County, cities and villages included in the plan. This 2020 LEOP will supersede all previous versions of the LEOP and become the new primary emergency planning document for all included jurisdictions.

Alternatives

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

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

Recommendation

City Administration recommends that the Council adopt the 2020 Hall County Local Emergency Operations Plan by resolution.

Sample Motion

Move to approve the 2020 Hall County Local Emergency Operations Plan by resolution.

**CITY
OF
GRAND ISLAND**

**EMERGENCY
OPERATIONS
PLAN**

**FOR
DISASTER
RESPONSE
AND
RECOVERY**

2020

A-25

2020

CITY OF GRAND ISLAND EMERGENCY OPERATIONS PLAN

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CITY of GRAND ISLAND EMERGENCY OPERATIONS PLAN

I. PURPOSE

- A. The responsibility for the welfare of the residents during a disaster rests with the Mayor and the City Council. The Mayor will be responsible for the coordination and management of both the prevention preparations and the disaster operations and recovery. The elected officers of the jurisdiction shall be responsible for ensuring that emergency management services are provided to their citizens and for coordinating emergency operations in their respective jurisdictions, as well as making executive decisions necessary to provide an effective response and recovery to the disaster. (Nebraska Emergency Management Act, 1996, section 81-829.46).
- B. The Emergency Preparedness Mission for the city of Grand Island is to ensure the coordination of city departments and personnel to effectively respond to and recover from a natural or manmade disaster so that the maximum number of people and the greatest amount of property in jeopardy from a disaster can be saved and order restored as soon as possible.
- C. This plan identifies the primary disaster responsibilities of city departments and personnel employed by the city. This plan is intended to supplement the Hall County Local Emergency Operations Plan (LEOP); functions found in this plan are also discussed in the LEOP.
- D. It is in the best interest of the city of Grand Island that the named key officials meet at least once a year and after each disaster to review the Plan with the County Emergency Manager to determine that the Plan is current and reflects the roles and responsibilities as defined by statutes, resolutions and field operations.

II. PLANNING FACTORS

A. All-Hazards Approach

1. This Plan uses an "all-hazards" approach that provides general direction for responding to any type of disaster across a full spectrum of hazards.

B. Vulnerable Populations

1. There are populations at risk in Grand Island. These will require special considerations in warning, evacuation, and other areas of disaster response.

2. The community uses the following to warn the various access and functional needs populations.
 - a. Emergency Telephone Notification
 - b. IPAWS
 - c. Media Releases
 - d. Social Media (Facebook & Twitter)
 - e. Email
 - f. Indoor Warning Devices
 - g. Outdoor Warning Sirens

C. Primary Responsibility For Disaster Response and Recovery

1. The responsibility for the welfare of the residents during a disaster rests with the Mayor and the City Council. The elected officers of the jurisdiction shall be responsible for ensuring that emergency management services are provided to their citizens and for coordinating emergency operations in their respective jurisdictions, as well as making executive decisions necessary to provide an effective response and recovery to the disaster.
2. In the absence of the Mayor, the established line of succession is:
 - a. President of the City Council
 - b. Senior member of the City Council
 - c. An official as appointed/elected by the City Council (special election as necessary)

III. BASIC DISASTER OPERATIONS

A. Operations - Warning Phase

1. When alerted of a disaster situation, the Grand Island Emergency Center will begin notification of those on their emergency notification list.
2. The public may have already been warned by sirens or through the electronic media. If there are no automated warnings, GIEC will sound the sirens as authorized.

B. Operations - Actual Disaster

1. The first priority after a disaster has struck is lifesaving activities and the subsequent preservation of property. First Responders will proceed to the scene of the disaster or staging area as soon as possible. Initial requests for Field Operations assistance will be channeled through the GIEC.
2. After the initial response, the Emergency Operations Center (EOC) will likely be activated to provide a site for local officials and other designated personnel to implement direction and provide coordination and support of Field Operations.
3. Other agencies and groups not defined as First Responders may be asked to provide additional disaster services as the city begins the process of recovery.
4. All responders in the field and officials at the EOC must maintain contact with each other to effectively coordinate response/recovery from the demands of the emergency.
5. All responding departments, agencies and jurisdictions will follow the National Incident Management System (NIMS) protocols when conducting either individual or joint disaster response and recovery activities. This includes but is not limited to establishing unified or area incident command systems, the use of staging areas as needed, implementing multi-agency coordination systems and resource management including the identification and listing of all department, agency and jurisdiction disaster response resources (equipment, trained personnel, supplies, facilities) using the NIMS resource identification process.

C. Operations - Departmental Responsibilities

The City has defined responsibilities for providing assistance to individuals suffering injury and/or loss and for providing government emergency services after a disaster. Disaster operations can encompass three areas:

1. Field Operations (Tactical and Operational)
 - a. First Responders will provide the initial tactical response to a disaster.
 - b. These First Responders will use the National Incident Management System by establishing Incident Command. A member of one of the First Responder emergency units will provide the initial Incident Commander. This will be determined by the nature of the disaster.

GRAND ISLAND EMERGENCY PLAN

Incident Command may be transferred to another agency as disaster priorities change.

- c. Because of the scope of the disaster, First Responders may incur additional responsibilities as defined in Section IV of this plan.
- d. When the EOC is activated, field operations will coordinate with the EOC; although the EOC will not dictate field actions, final authority for major decisions in response/recovery operations is the responsibility of the elected officials at the EOC.

2. Emergency Operations Center (EOC) (Strategic and Functional)

THE EOC NEEDS TO BE THE ONE POINT OF CONTACT IN COORDINATING AND SUPPORTING THE INCIDENT COMMAND DURING DISASTER RESPONSE AND RECOVERY OPERATIONS. Not only will the Incident Commander work with the EOC, but also regular briefings will be held for Command, General and EOC Staff. The Chief Elected Official in coordination with the Incident Commander, schedule these meetings.

- a. Staffing will be determined by the severity of the situation.
- b. The EOC is located at 1210 N. North Road, Grand Island, NE. This location provides communications capability, auxiliary power, and ample space with support equipment for disaster operations.

3. Additional Disaster Services (Support)

Other agencies and groups may be asked for assistance after the initial response to the disaster. The Incident Command or the EOC Staff may request these services.

D. Field Operations: Incident Command and the EOC

1. Both the field responders and the EOC staff must interface during disaster operations so response efforts are channeled for the quickest, most effective recovery for the city. The use of the NIMS will help standardize communications and enhance coordination between incidents, initial responders, mutual aid, CEO's and supporting organizations.
2. Communications Capabilities: When the Incident Commander establishes a command post and the EOC is activated, each will maintain communications with each other.
3. EOC Briefings: The Incident Commander, first responders, City Departments and agencies working the disaster may be required to send

GRAND ISLAND EMERGENCY PLAN

a representative to report activities, accomplishments, needed support and supplies and the next operational priority in their area. From this report, the Incident Action Plan (IAP) is developed for the next specified operational period.

4. Security of the Disaster Area:

- a. Security may be needed at all the highway points leading into Grand Island. The Nebraska State Patrol and/or Hall County Sheriff can help with security.
- b. Local resources will be used first for roadblocks and barricades; then other village/county/state roads departments may be asked to help. The Incident Commander or Law Enforcement will contact the Communications Center to request additional resources from these agencies.
- c. Identification cards for access to the disaster area will be issued in Grand Island and the County. ID cards are needed for local officials, volunteers, the media, and residents when the disaster area has been secured. The Hall County Emergency Management Director (or other authorized position) will distribute identification cards from the EOC or at the disaster access points.

E. Operations - Administration

1. Under the direction of the Mayor/City Administrator, either the City Clerk/Finance will purchase or rent needed supplies, materials, and equipment or hire temporary help for disaster operations. All agreements and contracts on a temporary basis will be recorded in the City Clerk's/Finance Office. Contracting for permanent repairs and/or new construction of public facilities will follow established, routine procedures. All labor, equipment, and material expenditures, including donated supplies, equipment, professional and volunteer services for the disaster will be submitted to and documented by the City Clerk/Finance.

IV. INCIDENT COMMAND / FIELD OPERATIONS - FIRST RESPONDERS

A. Primary Field Operational Control for the Disaster

1. All City Departments will become familiar with an Incident Command System per HSPD-5, NIMS. This Incident Command System will be used to ensure one point of contact for field coordination.
2. The Incident Commander may select staging area(s) if needed. The Incident Commander will inform the EOC of the location(s) of the staging area(s).

B. Responsibilities List for Field Operations

1. In preparing this plan, city officials have assigned responsibilities for disaster response and recovery. These responsibilities address an "all-hazards" approach; therefore, all activities listed for each department may not need to be applied to every disaster. However, the list is not all-inclusive; at the direction of either the Department Supervisor or the City Administrator (Mayor, if no City Administrator); city personnel may be requested to perform other disaster duties.
2. The task assignments for each City Department are written in general terms and purposely do not tell supervisors how to do their jobs. Each Department should develop guidelines (SOPs) for their specific operations in a disaster situation.

C. Police Department - Police Chief (LEOP - Annex H)

1. Among the First Responders to the disaster scene.
2. Implements the appropriate National Incident Management System.
3. Assesses communications capability as a priority action.
4. Notifies off-duty Police Department personnel and, if required, other law enforcement agencies for assistance. About 145 persons could be available from the Grand Island Police Department, County Sheriff's Office, Nebraska State Patrol, Game and Parks Commission.
5. If needed, in conjunction with the Fire Department, warns residents and businesses by public address systems, knocking on doors, or other means.
6. Conducts any evacuation as required; including coordination with Emergency Management to select the best evacuation routes to the selected shelter. See Annex E for evacuation planning and operations guidelines.
7. Implements established procedures for roadblock locations to isolate Grand Island if entry control is necessary.
8. Warns the public to evacuate by public address system or door-to-door if time does not allow emergency information to be released through the Public Information Officer; the Fire Department may assist in contacting those affected. See Annexes B and D for communications capabilities and strategies.
9. Coordinates with the EOC and Incident Command for transportation of access and functional needs evacuees.

GRAND ISLAND EMERGENCY PLAN

10. Coordinates with the EOC and Incident Command in selecting assembly points and exercises surveillance over the assembly points being used for loading buses used for evacuation.
11. Assesses and determines the immediate needs for cleared routes to the hospital and coordinates with the EOC and Incident Command.
12. Coordinates traffic control and crowd control in and around the disaster area.
13. Coordinates with the Street Department for barricades, signs, and flags at control points as established by the Police Department. This will also be coordinated with the EOC and Incident Command.
14. Conducts search and rescue operations with Fire Department personnel.
15. Assesses the need for other City Departments to respond, contacts the Superintendents of Departments and reports this to the EOC.
16. May request opening the EOC for assistance in coordinating disaster response.
17. Relocates to an alternate site, if the Law Enforcement Center is damaged.
18. May initially advise the EOC of area affected and gives general damage information.
19. Refers inquiries from the general public regarding the disaster or the whereabouts of an individual to the EOC.
20. Sends a representative to the briefings at the EOC; informs the EOC/City Administrator/Mayor/Incident Commander of any problems.
21. Secures the disaster area:
 - a. To include critical public facilities and residences
 - b. Checks volunteer ID cards
 - c. Checks permanent ID cards of City personnel
 - d. Controls EOC security from any interference with emergency operations
22. Prevents looting in disaster area.
23. Prevents re-entry into damaged or contaminated buildings.

24. Provides security at shelters, if needed.
25. Provides security for visiting dignitaries.
26. Notifies the EOC of possible flooding problems.
27. Picks up stray animals or implements other animal control measures using volunteers, veterinarians or animal control officers. See Annex H.
28. Continues with police responsibilities and services in unaffected areas.
29. Designates and maintains the lines of succession in the absence of the Police Chief.

D. Grand Island Emergency Communications Center - (LEOP - Annex B)

1. Maintains a current call-down roster of phones and pagers for key city personnel and others such as the hospital, care centers, schools, and businesses.
2. Provides warning through sirens; if the endangered area is isolated, telephones residents and/or businesses and initiates other warnings systems for identified special populations.
3. Monitors and disseminates further watches and/or warnings or advisories.
4. After the initial request for first response, makes the necessary notifications to include notifying the City Administrator, Mayor, and Emergency Management Director.
5. Coordinates emergency radio traffic.
6. May request additional assistance through the EOC.

E. Fire Department - Fire Chief (LEOP - Annex F)

1. Among the First Responders to disaster scene.
2. Assumes the operational control for fire suppression and explosions.
3. If properly trained, serve as a hazardous materials responder; provides measures to minimize dangers from hazardous materials.
4. Provides radiological monitoring at radiological accidents, including the necessary coordination with Nebraska Health and Human Services System Regulation and Licensure and the Nebraska Emergency Management Agency.

GRAND ISLAND EMERGENCY PLAN

5. Implements the Incident Command System per NIMS.
6. May request opening the EOC for assistance in coordinating and supporting disaster response.
7. Coordinates with Law Enforcement in search and rescue operations.
8. Assists Law Enforcement in evacuation efforts.
9. Assists Law Enforcement in warning by public address system or door-to-door.
10. Assists Law Enforcement in crowd control/security of the disaster area.
11. Assesses need for other City Departments to respond and contacts the Department Superintendent(s); reports this to the EOC.
12. Implements mutual aid agreements with other jurisdictions, as needed.
13. Coordinates the staging area with the EOC and Incident Command.
14. Provides back-up equipment for water pumping.
15. Assists in safety inspections to assure the integrity of a structure before permitting re-occupancy.
16. Sends a representative to briefings at the EOC; informs the EOC/City Administrator/Mayor/Incident Commander of any problems.
17. Refers inquiries from the general public regarding the disaster or the whereabouts of an individual, to the EOC.
18. Continues fire suppression operations.
19. Establishes and maintains the lines of succession in the absence of the Fire Chief.

F. Emergency Medical Services - Rescue Chief (LEOP - Annex G)

1. May be among the First Responders at the disaster scene.
2. Implements the Incident Command System per NIMS.
3. Conducts triage operations, if needed.
4. Operates emergency medical units to provide emergency treatment to injured personnel at the scene.

GRAND ISLAND EMERGENCY PLAN

5. Transports injured to the hospital; checks with Police Department\EOC for open routes to hospital.
6. Implements mutual aid agreements with other jurisdictions as necessary, allowing hospital staff to stay at their facility to receive injured.
7. Sends a representative to briefings at the EOC and informs the EOC/City Administrator/Mayor/Incident Commander of any problems.
8. Continues emergency medical services for the remainder of the City.
9. Establishes and maintains the lines of succession.

G. Public Works & Utilities Departments (LEOP - Annex K)

1. The Public Works and Utilities Departments includes these departments: Streets, City Electric, Water/Waste Water, Parks and Recreation. If a staging area for the Public Works & Utilities functions are established, it will be coordinated with the EOC and Incident Command.

2. Street Department - Superintendent

The call to respond to the disaster will probably come from dispatch at the Grand Island Emergency Center. The Superintendent will coordinate with the Mayor/City Administrator/Incident Commander on disaster work assignments. Tasks may include but are not limited to:

- a. Developing a response priority/plan to clear debris from the primary routes needed for First Responders; then clearing the arterials and collectors.
- b. Assessing and reporting street damage to the EOC; systematically clearing the streets as prioritized at the EOC briefings with input from the City Administrator/Mayor/Incident Commander, Police Department, and other affected City Departments.
- c. Closing streets, if requested by Law Enforcement/Incident Commander, by transporting and erecting barricades, signs, and flags at control points established by Law Enforcement.
- d. Posting traffic directional signs, as needed, particularly for evacuation.
- e. Clearing debris from public areas, but only from private property as is necessary for the rescue or safety of the occupants.
- f. Performing priority repairs to streets.

- g. Clearing inlets and repairing storm sewers.
 - h. Providing emergency repair and maintenance of vehicles and equipment during disaster operations.
 - i. During flooding conditions, coordinating sandbagging operations for public buildings/entities.
 - j. Assisting the City Administrator/Mayor in meeting requirements for the disposal of disaster debris. Responsibilities for landfill operations are listed under City Administrator.
 - k. Establishing temporary debris collection or disposal sites, additional temporary tree burning areas, as needed and as approved by Dept. of Environment and Energy (NDEE).
 - l. If not being utilized, furnishing heavy equipment and personnel to other City Departments.
 - m. Sending a representative to the briefings at the EOC; informing the EOC, City Administrator, Mayor and Incident Commander of accomplishments, needs and any problems.
 - n. Maintaining records of all overtime, operational expenses, repair costs, in-stock supplies used; supplies, equipment and labor procured during the response and recovery.
3. City Electric Utilities
- a. All department employees will report to their normal Street and/or Electric Shop for vehicles, mobile communications and assignments. If their work reporting stations are un-accessible, they will receive further information during the notification or recall process.
 - b. The first qualified employee reporting may survey the sub-stations; survey overall damage to see if outside assistance will be required and will alert the Superintendent if mutual aid is needed. This will also be reported to the EOC.
 - c. Electrical Supervisor/director will direct and coordinate activities that:
 - i. De-energizes downed power lines.
 - ii. Restores service as prioritized.
 - iii. Coordinates with the City Administrator/Mayor and Incident Command and supplier in finding a temporary source of electricity should the city need it to restore utility service.

GRAND ISLAND EMERGENCY PLAN

- iv. Keeps the City Administrator/Mayor and Incident Command and supplier informed of the current situation and when service may be restored.
- v. Sends representative to briefings at the EOC; inform the EOC/City Administrator/Mayor/Incident Commander of any problems.
- vi. Safety inspects the electric systems on damaged public buildings; coordinates with the building inspector on these inspections.
- vii. Provides emergency lighting where needed for disaster operations.
- viii. Coordinates the use of emergency power generators with the EOC and Incident Command.
- ix. Furnishes available heavy equipment and personnel to other City Departments.

4. Water Department - Superintendent

- a. Can assess each house individually.
- b. Maintain water pressure and uncontaminated water supply.
- c. Where possible, ensures an adequate water supply to the fire hydrants in case of major fire.
- d. Is prepared to isolate the water system where there is a possibility of contamination from a hazardous materials spill.
- e. Repairs the water tower and/or mains, as prioritized; isolates ruptured or damaged mains until repairs can be made.
- f. Coordinates water testing with the State Health and Human Services System.
- g. Provides potable emergency water supply.
 - i. Locates suitable containers; fills with uncontaminated, potable water.
 - ii. Distributes water to locations as coordinated by the EOC; is aware of prioritized facilities needing water such as the hospital or care facilities.

- h. Safety inspects the water system.

5. Wastewater Department - Superintendent

- a. Maintains the sanitary sewer operations.
- b. Is prepared to isolate in-flow if the incident involves a hazardous materials spill into the waste system.
- c. Safety inspects the wastewater system if damaged from the disaster.
- d. Contracts for portable toilets and for their maintenance.
- e. Both Water and Wastewater Divisions
 - i. If not being utilized, may be required to furnish equipment, such as vehicles, and personnel to other City Departments.
 - ii. Sends one person to EOC briefings to represent both Divisions; informs the EOC/City Administrator/Mayor/Incident Commander of any problems.

6. Parks and Recreation Department - Director

- a. Surveys damage to parks.
- b. Reports to the City Administrator/Mayor for disaster work assignment.
- c. If not being utilized, furnishes equipment/personnel to other City Departments; will primarily assist Street Department.
- d. Will attend or be represented at EOC briefings; informs the EOC/City Administrator/Mayor of any problems in disaster clean-up/repair.

7. Transfer Station & Landfill Operation

The City Administrator/Mayor will primarily be responsible for coordinating disposal of disaster debris and will work with the Public Works Department in accomplishing this function. The following may be some of the requirements for disaster operations:

- a. Meet the demand for greater disposal operations by:
 - i. Requesting an extension of hours as needed for debris disposal.
 - ii. Requesting signs or guides in the landfill area to organize disposal efforts.

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- b. Obtain permission from NDEE for normally unauthorized items (to the extent possible) to go to the landfill; find alternatives for disposal of unauthorized items.
- c. Maintain a "salvage depot" for recovered, unclaimed damaged property which is removed from public or private property.
- d. In coordination with other affected City Departments, the EOC, and Incident Commander establishes temporary site(s) for debris disposal/storage, separation, storage, recycling.
- e. Will establish an additional temporary tree burning area, if the one "permitted" burn site in Grand Island is not adequate.

V. EMERGENCY OPERATIONS CENTERA. Mayor/City Council (LEOP - Annex A)

Responsibilities of the Mayor and City Council during disaster operations may include, but are not limited to:

1. Making executive decisions; establish effective disaster response policy.
2. Exercising emergency powers; provide policy decisions.
3. Signing the Disaster Declaration.
4. Exercising the final authority on subjects such as:
 - a. Curfews
 - b. Price restrictions
 - c. Standards for contractors, craftsmen
 - d. Temporary waivers for land use
 - e. Other related legal responsibilities
 - f. Evacuation decisions
5. Approving emergency legislation for the city.
6. Activating the EOC; notifying the Emergency Manager

7. Emergency Public Information (LEOP - Annex D)

- a. The Mayor will ensure that the public is given timely and accurate information through the Public Information Officer (PIO).
- b. The Mayor has designated the Deputy City Clerk as a PIO.
- c. The PIO will establish an Information Center to:
 - i. Release emergency directions and information to radio, television and newspaper.
 - ii. Work with outside media sources, providing timely, accurate information at scheduled media briefings or as the situation dictates.
 - iii. Maintains liaison with the EOC and the Incident Commander to stay abreast of current information.
 - iv. Serves as the source through which the media will gain access to public officials, if required.
 - v. Provides current and accurate information to the general public making inquiries.

B. City Administrator

The City Administrator is the administrative head of the city government and works under the direction of the Mayor who has final authority for all City Departments. The City Administrator may be delegated responsibility by the Mayor and Council to coordinate with the Emergency Management Director in providing unified management of the direction and control functions for disaster response and recovery and for support of the Incident Command. The City Administrator's responsibilities may include, but are not limited to:

1. Coordinating with the Mayor/City Council members, the Emergency Management Director and the Incident Commander during disaster operations.
2. The City Administrator will be alerted of a disaster situation by the GIEC dispatcher or Emergency Management Director; normally, the City Administrator will, in turn, call the Mayor.
3. Activating the EOC.
4. Reporting to the EOC to monitor the disaster incident through situation reports and data coming into the EOC; visiting the various areas of the disaster, as necessary.

GRAND ISLAND EMERGENCY PLAN

5. In conjunction with the Emergency Management Director, determining EOC staffing.
6. Providing over-all coordination of all City Departments and purchasing for handling the disaster effort.
7. In conjunction with needs of Field Operations and Emergency Management:
 - a. Recruiting any city personnel not involved in disaster response who could assist in emergency duties.
 - b. Forming a clerical pool and provide any other support personnel needed to staff the EOC - may include recording disaster events, maintaining status boards, word processing, answering inquiries, telephoning, etc.
8. Maintaining current inventory and resource list of emergency equipment and supplies.
9. Coordinating citywide resources that may be used in disaster response/recovery.
10. Coordinating with the City Attorney on any legal emergency matters.
11. Responding to official inquiries.
12. If a number of public buildings and/or streets have been affected by the disaster, assisting in prioritizing the return to service.
13. Coordinating with the Building Inspector in recovery and rebuilding efforts.
14. Ensuring the Building Inspector has designated someone to photographically document damage should there be a later application for state or federal assistance.
15. Designating appropriate staff to photograph debris piles before disposal.
16. In conjunction with the Finance Director, ensuring that the City Clerk/Treasurer documents expenses for the disaster including the donation of supplies, equipment, services and volunteer labor.
17. Assisting the Emergency Management Director in determining the location(s) for the distribution of potable water and requesting the Water Department to provide potable water to the public; then through the Public Information Officer, notifying the public of the availability and location(s) of water.

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18. Working with the Emergency Management Director in providing liaison with local contractors, businesses, and industries to obtain the needed heavy equipment and operators, supplies, or specialized personnel as required in the disaster situation.
19. Advising disaster victims of temporary emergency housing.
20. Establishing a point of contact for cash donations from the community for disaster victims/efforts and establishing guidelines in distributing the money. Also maintain an accepted, standardized accounting system to track appropriate financial donations.
21. Maintaining a "salvage depot" for unclaimed items.

C. Emergency Management Director

The Grand Island-Hall County Emergency Management Director will act as a disaster operations advisor to the Mayor and City Council. In performing the direction and control function for coordinating disaster operations, the Emergency Management Director will work closely with the City Administrator. Disaster operations duties for the Emergency Management Director may include, but are not limited to:

1. Being responsible for the EOC readiness to include adequate communications systems, status/ICS boards, maps, office supplies/equipment, printed logs/forms, alternate power or an alternate location.
2. Activating the EOC; assumes overall operational management and coordination for the support of emergency functions of the disaster response and recovery.
3. In conjunction with the City Administrator/Mayor, determining who is needed on the EOC Staff.
4. Maintaining a current call-down list of EOC Staff with an established procedure for calling in the Staff.
5. Coordinating additional communications support, such as amateur radio operators, staff to take calls for "rumor control", etc.
6. Tracking and recording disaster events electronically, or on a status board or flip chart; plotting areas of destruction on maps; staff from the City Finance Department may be assigned this function.
7. Conducting EOC briefing(s) to coordinate disaster response/recovery efforts; determine with executives how often briefings are needed.

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8. Coordinating with the City Departments as well as local businesses, private groups, volunteers, and adjacent jurisdictions called for mutual aid and with Hall County government if the situation dictates.
9. Requesting the Public Information Officer to provide emergency information to the public concerning an evacuation.
10. Coordinating transportation that may be required for evacuation.
11. Advising in the selection of assembly points for transportation.
12. Coordinating shelter operations with the American Red Cross.
13. Recommending that the Mayor/Council declare an emergency; preparing the Disaster Declaration for the signature of the Mayor and the witness of the Clerk.
14. Coordinating with the City Attorney on any legal emergency matters.
15. Coordinating with the Hall County COAD and assisting agencies such as ARC, /Social Services, Area Agency on Aging, etc. on disaster needs of individuals to provide necessary outreach services and assistance in recovery.
16. Coordinating staging areas with Field Operations.
17. Disseminating Identification (Rapid Tag) cards for:
 - a. Emergency workers
 - b. Volunteers
 - c. Disaster area residents
 - d. Appointed/elected officials
18. Coordinating with the City Administrator in determining potable water distribution locations; assuring that the public is notified concerning the availability and location of water.
19. Working with the City Administrator in providing liaison with local contractors, businesses and industry to obtain the needed heavy equipment and operators, supplies, or specialized personnel as required.
20. Making formal requests to the next higher levels of government for assistance if the disaster response is beyond the capability of the City.

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21. Providing pre-event training opportunities for personnel who will respond to a disaster.
22. Reviewing and updating this Plan for the City of Grand Island, annually.

D. City Attorney

1. Reviews the Nebraska Emergency Management Act and provides emergency legal counsel to city officials on subjects such as:
 - a. Curfews
 - b. Price restrictions
 - c. Standards for contractors, craftsmen to ensure disaster victims are not further victims of unscrupulous practices
 - d. Temporary waivers for land use
 - e. Other related legal duties
2. Drafts emergency legislation for the city.
3. Provides assistance in negotiating contracts for emergency services.

E. Building Inspector (LEOP - Annex C)

1. May coordinate or assist the Debris Manager in damage assessment of:
 - a. Public entities
 - b. Homes
 - c. Businesses
2. Compiles information to define the property appraisals/values and insurance coverage as well as damage sustained.
3. Works with the American Red Cross damage assessment team to assure all homes have been surveyed for damage.
4. In conjunction with the City Administrator, assures someone is designated to photograph and record public and private damage should there be an application for state or federal assistance.
5. Compiles all damage assessment reports into a summary document for use by the EOC Staff.

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6. Assures that safety inspections are conducted for public and private buildings and issues temporary occupancy permits for temporary housing.
7. Prepares demolition orders for all unsafe structures and provides assistance in the coordination of the demolition work.
8. Assures that rebuilding is in compliance with the City's master development plan.
9. Coordinates first with local contractors/lumber yards to restore damaged public facilities.
10. Coordinates with the City Administrator in establishing a point of contact for insurance adjusters and the influx of builders and repairmen.
11. Contracts, with the approval of the City Administrator, for needed structural engineering services.
12. Coordinates, as necessary, with the City Electric Utilities on the safety inspections of the electric systems on damaged public buildings.
13. Ensures that all incoming contractors register through the Building Inspector's office.

F. City Finance

1. Tracks and documents all expenses for the disaster operations from each City Department to include:
 - a. Labor (regular and overtime, temporary help and volunteer time).
 - b. Equipment usage, rentals, repairs due to the disaster.
 - c. Materials (to include parts and supplies used from the City's inventory) and
 - d. Accounts for the reception and disbursements of all appropriate financial aid, equipment, supplies, volunteer labor and donations.
2. Coordinates with the Purchasing Officer in assigning (at the time of the disaster) an account number for emergency expenditures.
3. Provides financial statistics and summaries for the cost of the disaster, when requested.

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4. In conjunction with the City Administrator, prepares the necessary documentation required for state and federal disaster assistance applications.
5. In initial disaster response, may assist at the Communications Center.
6. Provides staff for the EOC to track and record disaster events.

G. Purchasing Officer

1. Makes emergency purchases, as required.
2. When the Mayor declares a disaster, implements the policy that delegates authority to department superintendents to purchase or lease emergency supplies and/or equipment.
3. Coordinates with the City Clerk/Treasurer in assigning department superintendents an account number for emergency expenditures.

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RESOLUTION 2020-169

WHEREAS, THE City Council of Grand Island, Nebraska, pursuant to Nebraska Statute, is vested with the authority of administering the affairs of Grand Island, Nebraska; and

WHEREAS, it has been determined that a Hall County Local Emergency Operations Plan has been developed in order to provide for a coordinated response to a disaster or other emergency in Hall County, the City of Grand Island and other cities and villages in Hall County; and

WHEREAS, the City Council of Gran Island deems advisable and in the best interest of Grand Island to approve said Local Emergency Operation Plan;

WHEREAS, the acceptance of this 2020 Local Emergency Operations Plan supersedes all previous approved Hall County Local Emergency Operations Plans.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Grand Island, Nebraska, that the Hall County Local Emergency Operations Plan be, and hereby is, approved.

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 28, 2020

Council Session

Item G-12

#2020-170 - Approving 2020-2021 Fee Schedule

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: July 28, 2020

Subject: Consideration of Approving 2020-2021 Fee Schedule

Presenter(s): Patrick Brown, Finance Director

Background

The 2020-2021 Fee Schedule is submitted to Council every year at budget time for consideration of fee changes.

Discussion

The proposed 2019-2020 Fee Schedule was discussed at the July 21, 2020 Council Study Session. Questions regarding the fee schedule were discussed during the meeting.

There are two changes to the fee schedule since the July 21st Study Session.

Added the Storm Water fees to the fee schedule that was approved at the March 27, 2018 City Council meeting. The fees were omitted from the fee schedule for 2019 and 2020.

Changed non-resident wastewater customers billing from 120% to 150% of flow charges listed in the fee schedule.

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 City Council adopt the 2020-2021 Fee Schedule.

Sample Motion

Move to approve the Fiscal Year 2020-2021 Fee schedule.

RESOLUTION 2020-170

WHEREAS, the 2020-2021 budget process requires an update of the Fee Schedule for numerous services that the City provides; and

WHEREAS, the 2020-2021 proposed Fee Schedule rates are listed in Exhibit A; and

WHEREAS, the Fee Schedule rates are incorporated into the Fiscal Year 2020-2021 Budget revenue numbers; and

WHEREAS, the City Council will be adopting the 2020-2021 Budget at the September 8, 2020 meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the 2020-2021 proposed Fee Schedule be accepted and adopted.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2020

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 24, 2020	☐ City Attorney

Fee Schedule for FY2020-21 Budget Year - EXHIBIT A

	2018	2019	2020	2021
Administration				
Board of Adjustment Prior to Construction	200.00	200.00	200.00	200.00
Board of Adjustment After Construction/No Building Permit	350.00	350.00	350.00	350.00
Board of Adjustment After Construction/Not Conform	500.00	500.00	500.00	500.00
Conditional Use Permit	1000.00	1000.00	1000.00	1000.00
Election Filing Fees - City Council	1% of salary	1% of salary	1% of salary	1% of salary
Election Filing Fees - Mayor	1% of salary	1% of salary	1% of salary	1% of salary
Haulers Permit (annual) Garbage	225.00	225.00	250.00	250.00
Haulers Permit (annual) Refuse	75.00	75.00	100.00	100.00
Pawnbroker License (annual)	100.00	100.00	110.00	110.00
Pawnbroker Occupational Tax (annual)	100.00	100.00	110.00	110.00
Blight Study Adoption	1100.00	1100.00	1100.00	1100.00
Redevelopment Plan Adoption	1100.00	1100.00	1100.00	1100.00
Redevelopment Plan Amendment	1100.00	1100.00	1100.00	1100.00
Register of Deeds Filing fee	10.00 first page 6.00 each add'l page	10.00 first page 6.00 each add'l page	10.00 first page 6.00 each add'l page	10.00 first page 6.00 each add'l page
Liquor Licenses - Occupational Tax (annual)*				
Class A Retail beer, on sale*	200.00	200.00	200.00	200.00
Class B Retail beer, off sale*	200.00	200.00	200.00	200.00
Class C Retail liquor, on/off sale*	600.00	600.00	600.00	600.00
Class D Retail liquor/beer, off sale*	400.00	400.00	400.00	400.00
Class I Retail liquor, on sale*	500.00	500.00	500.00	500.00
Class L Brew Pub*	500.00	500.00	500.00	500.00
Class Z Micro Distiller LB-549*	500.00	500.00	500.00	500.00
Catering Fee	200.00	200.00	200.00	200.00
Liquor License - School Fees (annual)*				
Class A Retail beer, on sale*	100.00	100.00	100.00	100.00
Class B Retail beer, off sale*	100.00	100.00	100.00	100.00
Class C Retail liquor, on/off sale*	300.00	300.00	300.00	300.00
Class D Retail Liquor, Off sale*	200.00	200.00	200.00	200.00
Class I Retail Liquor, on sale*	250.00	250.00	250.00	250.00
Advertising Fee*	10.00	10.00	10.00	10.00
Special Designated Liquor License*	80.00	80.00	80.00	80.00
Natural Gas Company Rate Filing Fee	500.00	500.00	500.00	500.00
Certified copy	1.50	1.50	1.50	1.50
Telecommunications Registration Fee (5 years) NEW			500.00	500.00
*Fees regulated by State of Nebraska				
ANIMAL CONTROL SERVICES				
Pet License Fee - Un-neutered/un-spayed	41.00	41.00	41.00	41.00
Pet License Fee - Neutered/Spayed	16.00	16.00	16.00	16.00
Licensed after January 31	add \$10.00 to above fees	add \$10.00 to above fees	add \$10.00 to above fees	add \$10.00 to above fees
**\$5.00 per license retained by registered veterinarian making sale				
Pet License Replacement Fee	5.00	5.00	5.00	5.00
License Fees-late fee of \$10.00 after Feb 1				
Legal Proceeding holding fee	20.00+tax per day	20.00+tax per day	20.00+tax per day	20.00+tax per day
Deemed "Potentially Dangerous" fee	100.00	100.00	100.00	100
BUILDING DEPARTMENT				
Building Permit Fee, Electrical Permit Fee, Gas Permit Fee, Plumbing Permit Fee, Sign Permit Fee: Based on Valuation				
Estimated Valuations:				
1.00 - 1,600.00	35.00	35.00	36.00	36.00
1,601.00 - 1,700.00	37.00	37.00	38.00	38.00
1,701.00 - 1,800.00	39.00	39.00	40.00	40.00
1,801.00 - 1,900.00	41.00	41.00	42.00	42.00
1,901.00 - 2,000.00	43.00	43.00	44.00	44.00
2,001 - 25,000 For each additional 1,000 or fraction, to and including 25,000	43.00 plus 7.40	43.00 plus 7.40	44.00 plus 7.60	44.00 plus 7.60
25,001 - 50,000 For each additional 1,000 or fraction, to and including 50,000	218.35 plus 5.15	218.35 plus 5.15	218.80 plus 5.30	218.80 plus 5.30
50,001 - 100,000 For each additional 1,000 or fraction, to and including 100,000	345.80 plus 3.85	345.80 plus 3.85	351.30 plus 3.95	351.30 plus 3.95
100,001 and up For each additional 1,000 or fraction	537.80 plus 3.35	537.80 plus 3.35	548.80 plus 3.45	548.80 plus 3.45

Fee Schedule for FY2020-21 Budget Year - EXHIBIT A

	2018	2019	2020	2021
Plan Review Fee, Commercial (percentage of building permit fee)	50%	50%	50%	50%
Plan Review Fee, Residential (percentage of building permit fee)	10%	10%	10%	10%
Inspections outside of normal business hours*	75.00	75.00	75.00	75.00
Reinspection Fee*	50.00	50.00	50.00	50.00
Inspection for which no fee is specifically indicated*	50.00	50.00	50.00	50.00
Additional plan review required by changes, additions or revisions to approve plans (minimum charge, one hour)*	100.00	100.00	100.00	100.00
*Or the hourly cost to the jurisdiction, whichever is greater. The cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of all the employees involved				
Contractor Registration - New and Renewal for Electrical, Mechanical, Plumbing, Sign, Soft Water, Mover and Wrecker	100.00	100.00	100.00	100.00
New Contractor Set up fee	100.00	100.00	100.00	100.00
Registration card - Electrical, Mechanical, Plumbing: Master or Journeyman	20.00	20.00	25.00	25.00
Registration card - Electrical: Master or Journeyman new or renewal after January 31, will be investigation fee + registration card fee				80.00
License: Mechanical, Plumbing, Soft Water - Master	50.00	50.00	50.00	50.00
License: Mechanical, Plumbing, Soft Water - Journeyman	25.00	25.00	25.00	25.00
License: Mechanical, Plumbing, Soft Water - Apprentice	0.00	0.00	0.00	0.00
Board of Appeals application: Building, Electrical, Mechanical, Plumbing	50.00	50.00	55.00	55.00
Board of Appeals - Review of Decision/Test Fees: Building, Electrical, Mechanical, Plumbing	50.00	50.00	55.00	55.00
Investigation Fee	50.00 or cost of permit	50.00 or cost of permit	55.00 or cost of permit	55.00 or cost of permit
Mobile Home Park Registration (annual)				
Park with Facilities for 2 - 3 Mobile Homes	100.00	100.00	125.00	125.00
Park with Facilities for 4 - 15 Mobile Homes	125.00	125.00	150.00	150.00
Park with Facilities for 16 - 25 Mobile Homes	150.00	150.00	175.00	175.00
Park with Facilities for 26 - 50 Mobile Homes	175.00	175.00	200.00	200.00
Park with Facilities for 51 - 100 Mobile Homes	225.00	225.00	250.00	250.00
Park with Facilities for over 100 Mobile Homes	250.00	250.00	300.00	300.00
Mobile Sign Permit Fee for Special Event	N/C	100.00	100.00	100.00
Mobile Sign Permit Fee for 45 days	N/C	150.00	150.00	150.00
Temporary Buildings	N/C	100.00	100.00	100.00
Water Well Registration (Groundwater Control Area Only)	N/C	50.00	50.00	50.00
License Agreement	SEE PUBLIC	SEE PUBLIC	SEE PUBLIC	SEE PUBLIC
Denial of application for license agreement	WORKS	WORKS	WORKS	WORKS
EMERGENCY MANAGEMENT				
Alarm Registration Fee (yearly)	110.00	110.00	125.00	125.00
Digital Alarm Monitoring Fee (yearly-registration fee included)	275.00	275.00	300.00	300.00
False Alarms (each)	115.00	115.00	120.00	120.00
Audio Tapes (per tape, includes search costs)	28.00	28.00	30.00	30.00
Video Alarm Monitor	1750.00	1750.00	1850.00	1,850.00
Alarm Activity Report Fee	10.00	10.00	15.00	15.00
FINANCE DEPARTMENT FEES				
Returned Check Charge (All City Departments)	50.00	50.00	50.00	50.00
GITV DVD (per segment)	25.00	25.00	30.00	30.00
FIRE DEPARTMENT FEES				
Gas leak calls that originate from Northwestern Energy which are found not to be an interior leak and with no threat to life or property	190.00/hr	190.00/hr	200.00/hr	200.00/hr
False Alarm fee for commercial alarm systems of more than three in 12 consecutive months	165.00	165.00	180.00	180.00
Site assessment fee open burn	200.00	200.00	220.00	220.00
Special display fireworks permit fee	200.00	200.00	220.00	220.00
Pyrotechnics fee	200.00	200.00	220.00	220.00
Environmental site assessment fee	25.00	25.00	30.00	30.00
Inspection callback fee for code violation requiring three or more visits	50.00	50.00	60.00	60.00
Nuisance Engine company run fee	190.00	190.00	200.00	200.00
Copy of Fire Report	10.00	10.00	10.00	10.00

Fee Schedule for FY2020-21 Budget Year - EXHIBIT A

	2018	2019	2020	2021
Open Burning Permits	10.00	10.00	10.00	10.00
Underground tank installation and/or closure fee per tank	75.00	75.00	100.00	100.00
Underground tank inspection (once every 3 years)	200.00	200.00	220.00	220.00
Education Fees				
Fire Extinguisher Class	50.00 minimum (up to 5 students) + 10.00 for each additional student	50.00 minimum (up to 5 students) + 10.00 for each additional student	75.00 minimum (up to 5 students) + 10.00 for each additional student	75.00 minimum (up to 5 students) + 10.00 for each additional student
CPR BLS Health Care Provider New (per 6 people, books not included) Books are 12.00 each	184.00	184.00	200.00	200.00
CPR Class Recertification (per 6 people, books are not included) Books are 12.00 each	134.00	134.00	150.00	150.00
HeartSaver AED (per 6 people, books not included) Books are 12.00 each	151.00	151.00	165.00	165.00
CPR for family/friends: All ages (per 6 people, books not included) Books are 7.50/5 books	84.00	84.00	95.00	95.00
HeartSaver CPR, AED and First Aid (per 6 people, books not included) Books are 13.95 each	284.00	284.00	300.00	300.00
Temporary Structures				
Tents over 200 sq ft	100.00	100.00	110.00	110.00
Canopies over 400 sq ft	100.00	100.00	110.00	110.00
Child Care Inspection*				
Consultation	50.00	50.00	60.00	60.00
0-8 people	40.00	40.00	50.00	50.00
0-12 people	50.00	50.00	60.00	60.00
13 + people	75.00	75.00	85.00	85.00
Fire Safety Inspection Fees				
Major Event Life Safety Inspection Fee	100.00 per event	100.00 per event	125 per event	125 per event
State Fair Inspection Fee	1500.00/yr	1500.00/yr	1600.00/yr	1600.00/yr
Hall County Fair Inspection Fee	250.00/yr	250.00/yr	275.00/yr	275.00/yr
Occupancy Use Permit Fee (once every three years)	Refer to fire dept graduated scale	Refer to fire dept graduated scale	Refer to fire dept graduated scale	Refer to fire dept graduated scale
Liquor Inspection (each)*				
Consumption	100.00	100.00	125.00	125.00
Non-consumption	50.00	50.00	75.00	75.00
Hospital, Nursing Home, Health Care (each inspection)*				
50 beds or less*	50.00	50.00	50.00	50.00
51-100 beds*	100.00	100.00	100.00	100.00
101 or more beds*	150.00	150.00	150.00	150.00
Foster Care Homes*	40.00	40.00	40.00	40.00
Commercial Building Fire Review Fee / % of Building Permit Fee	50%	50%	50%	50%
For duplicate building plans submitted within one (1) year of the review of the original plans	20%	20%	20%	0.20
Alarm System Review	100.00	100.00	125.00	125.00
Sprinkler System Review	\$100.00/Riser +50.00/design area	\$100.00/Riser +50.00/design area	\$125.00/Riser +50.00/design area	\$125.00/Riser +50.00/design area
Hood System Review	100.00	100.00	125.00	125.00
Suppression System (other)	100.00	100.00	125.00	125.00
Fireworks Permit	550.00	550.00	550.00	550.00
*Fees regulated by State of Nebraska				
Standby Fees				
Fire Engine/Rescue Company (3 employees + truck)	195.00/hr 2 hour minimum	195.00/hr 2 hour minimum	210.00/hr 2 hour minimum	210.00/hr 2 hour minimum
Fire Safety Standby (one employee, no fire apparatus)	75.00/hr	75.00/hr	100.00/hr	100.00/hr
Provide Emergency Services at planned event without Ambulance	75.00 per hour 2 hour minimum	75.00 per hour 2 hour minimum	100.00 per hour 2 hour minimum	100.00 per hour 2 hour minimum
Ambulance (2 employees + ambulance)	125.00 per hour 2 hour minimum	125.00 per hour 2 hour minimum	140.00 per hour 2 hour minimum	140.00 per hour 2 hour minimum
AMBULANCE DIVISION				
Basic Life Support, non-emergency transport, plus mileage (one way)	504.00	504.00	520.00	560.00
Basic Life Support emergency transport, plus mileage(one way)	807.00	807.00	832.00	896.00
Advanced Life Support 1, non-emergency transport plus mileage (one way)	605.00	605.00	624.00	672.00

Fee Schedule for FY2020-21 Budget Year - EXHIBIT A

	2018	2019	2020	2021
Advanced Life Support Level 1 emergency transport, plus mileage (one way)	958.00	958.00	988.00	1,064.00
Advanced Life Support Level 2, emergency transport, plus mileage (one way)	1386.00	1386.00	1430.00	1,540.00
Advanced Life Support emergency service, treatment given but no transport; plus supplies	365.00	365.00	400.00	400.00
Additional Attendant	221.00	221.00	250.00	250.00
Specialty Care Transport	N/A	N/A	N/A	N/A
Mileage Fee, per patient mile	17.00	17.00	20.00	20.00
Lift Assist call to Care Facility	85.00	85.00	100.00	100.00
Transportation for Flight Crew from Airport to Hospital and Back	300.00 Per Round Trip	300.00 Per Round Trip	350.00 Per Round Trip	350.00 Per Round Trip
The Fire Chief is authorized to negotiate ambulance fees based on insurance agreements, medicare and medicaid maximum allowable charges or when its in the best interest of the City.				
Mayor and Council have established fees for certain medical supplies used for ambulance calls based on prices currently charged by Saint Francis Medical Center. The Fire Chief is authorized to adjust prices and add or delete products as necessary.				
PARAMEDIC SERVICE RATES				
Oxygen	53.00	53.00	59.00	59.00
O.B. Kits	17.00	17.00	20.00	20.00
Splints (air and/or hare traction)	22.00	22.00	26.00	26.00
Spinal Immobilization	86.00	86.00	95.00	95.00
Advanced Airway	131.00	131.00	150.00	150.00
IV1 (if single IV is started)	51.00	51.00	56.00	56.00
IV2 (multiple IV's started)	86.00	86.00	95.00	95.00
Bandages	12.00	12.00	15.00	15.00
Combo Pad	46.00	46.00	50.00	50.00
Resq Pod	N/A	N/A	N/A	N/A
Bone drill	110.00	110.00	125.00	125.00
Suction	12.00	12.00	15.00	15.00
LIBRARY				
Overdue charge on Library Materials (per item per day)	.15 Juvenile .30 Adult	.15 Juvenile .30 Adult	.15 Juvenile .30 Adult	.15 Juvenile .30 Adult
Interlibrary loan per item (plus postage)	2.00	2.00	3.50	3.50
Photocopy/Computer Print (mono, 8 1/2"x11" or 14")	0.10	0.10	0.10	0.10
Photocopy/Computer Print (mono, 11"x17")	0.25	0.25	0.25	0.25
Photocopy/Computer Print (color, 8 1/2"x11")	0.75	0.75	0.75	0.75
Photocopy/Computer Print (color, 8 1/2"x14")	1.00	1.00	1.00	1.00
Photocopy/Computer Print (color, 11"x17")	1.50	1.50	1.50	1.50
Microform Reader-printer copy	0.50	0.50	0.50	0.50
Replacement Fee for Lost ID Card	1.00/card	1.00/card	1.00/card	1.00/card
Processing Fee for Lost Material	Replacement Cost	Replacement Cost	Replacement Cost	Replacement Cost
FAX Services				
Outgoing - Staff assisted - U.S. only	1st page 3.00	1st page 3.00	1st page 3.00	1st page 3.00
	Additional pages 1.50	Additional pages 1.50	Additional pages 1.50	Additional pages 1.50
Incoming - Staff assisted	1st page 2.00	1st page 2.00	1st page 2.00	1st page 2.00
	additional pages 1.00	additional pages 1.00	Additional pages 1.00	Additional pages 1.00
Outgoing - Self service (Credit/Debit) - U.S.	1st page 1.75	1st page 1.75	1st page 1.75	1st page 1.75
	additional pages 1.00	additional pages 1.00	Additional pages 1.00	Additional pages 1.00
Outgoing - Self service (Credit/Debit) - International	1st page 3.95	1st page 3.95	1st page 3.95	1st page 3.95
	Additional pages 3.45	Additional pages 3.45	Additional pages 3.45	Additional pages 3.45
Non-Resident Annual Card Fee	40.00	40.00	40.00	40.00
Non Resident 3 Month Card Fee	10.00	10.00	10.00	10.00
Purchase of computer disk	N/A	N/A	N/A	N/A
Purchase of computer thumb drive	5.00	5.00	5.00	5.00
Purchase of computer head phones	1.00	1.00	1.00	1.00
Makerspace Non-Program Library Supplies				
3-D Printer filament (per gram)			0.10	0.10

Fee Schedule for FY2020-21 Budget Year - EXHIBIT A

	2018	2019	2020	2021
Cricut Machine library-supplied 8 1/2"x11" paper (per sheet)			0.10	0.10
Cricut Machine library-supplied 8 1/2"x11" card stock (per sheet)			0.30	0.30
Thermal Laminating (per pouch)				
Bookmark/Index/ID Card			0.15	0.15
Letter size			0.20	0.20
Legal size			0.40	0.40
Button Maker (per button)				
Small (1")			0.10	0.10
Large (2.25")			0.15	0.15
Plotter/Large Format Printer/Vinyl Cutter (per foot)			2.50	2.50
Cork - 4" round or square			0.45	0.45
Glassware			1.50	1.50
Wood - 1/8" thick				
8" x 8"			1.00	1.00
10" x 10"			1.15	1.15
12" x 12"			1.50	1.50
Wood - 1/4" thick				
12" x 12"			2.50	2.50
Sublimation Blanks				
Hardboard Tiles (4.25" x 4.25")				1.50
Coasters (4" x 4")				1.25
Keychain (2.5" round)				1.25
Badge Size				1.00
Ornament				3.00
PARKS AND RECREATION DEPARTMENT				
CEMETERY DIVISION				
Open/Close Grave (per burial) **oversize vault - add \$150.00**				
Urn Vault over 16" x 16" - Add \$50.00				
Adult	750.00	750.00	800.00	850.00
Child	310.00	310.00	325.00	350.00
Ashes	260.00	260.00	275.00	300.00
Columbarium	205.00	205.00	225.00	250.00
Saturday Open/Close (per burial)				
Adult	850.00	850.00	900.00	1,000.00
Child	350.00	350.00	375.00	400.00
Ashes	300.00	300.00	375.00	400.00
Columbarium	235.00	235.00	250.00	250.00
Burial Space				
One	750.00	750.00	800.00	850.00
Two	1500.00	1500.00	1600.00	1,700.00
One-Half Lot (4 or 5 spaces)	3000.00	3000.00	3200.00	3,400.00
Full Lot (8 or 10 spaces)	6000.00	6000.00	6400.00	6,800.00
Babyland	155.00	155.00	160.00	175.00
Cremation Space - Section J	350.00	350.00	400.00	450.00
Transfer Deed (each new deed)	50.00	50.00	60.00	70.00
Columbarium 12x12 Niche - Single	625.00	625.00	650.00	700.00
Columbarium 12x12 Niche - Double	825.00	825.00	850.00	900.00
Columbarium Emblem Engraving (NEW)			25.00	25.00
Burial Space w/flat markers in Section J				
One	625.00	625.00	650.00	700.00
Two	1250.00	1250.00	1300.00	1,400.00
One-half lot (4-5 spaces)	2500.00	2500.00	2600.00	2,800.00
Full lot (8-10 spaces)	5000.00	5000.00	5200.00	5,600.00
Cremation Space	325.00	325.00	400.00	450.00
Headstone Flagging Fee	35.00	35.00	40.00	40.00
RECREATION DIVISION				
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions				
Volleyball Program				
Sports League/Tournaments - Per Team	\$100.00 - 650.00 per session	\$100.00 - 650.00 per session	\$125.00 - 650.00 per session	\$125.00 - 650.00 per session
***Volleyball, Basketball and Flag Football program and tournament fees determined by the number of teams signed up to play.				

Fee Schedule for FY2020-21 Budget Year - EXHIBIT A

	2018	2019	2020	2021
Playground & miscellaneous Programs & camps	0-100.00	0-100.00	5.00-100.00	5.00-100.00
Kinder camp & Playground Pals	10.00 per participant	10.00 per participant	12.00 per participant	12.00 per participant
Authorized Provider Red Cross Courses	\$25 - \$200	\$25 - \$200	\$30 - \$200	\$30 - \$200
Stolley Park Picnic Shelter (1/2 day)	25.00	30.00	30.00	30.00
Stolley Park Picnic Shelter (all day)	50.00	60.00	60.00	60.00
Stolley Park Kitchen (1/2 day)	25.00	30.00	30.00	30.00
Stolley Park Kitchen (all day)	50.00	60.00	60.00	60.00
Athletic Field Rental (per field)	50.00	50.00	55.00	55.00
Athletic Field Preparation (1 time) per field	50.00	50.00	55.00	55.00
Athletic Field Preparation Additional services per field	25.00-200.00	25.00-200.00	30.00-200.00	30.00-200.00
Youth league per field per day	30.00	15.00	15.00	15.00
Adult/Select team league per field per day	50.00	35.00	35.00	35.00
Online reservation practice time per field	10.00/hour	10.00/hour	12.00/hour	12.00/hour
Soccer Recreational League Field Setup Fee per field		90.00	100.00	100.00
Soccer Select and Adult League Field Setup Fee per field		150.00	165.00	165.00
AQUATICS				
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions				
Lincoln Pool				
Daily Fees - ages 4 & under w/paying adult	Free	Free	Free	Free
Daily Fees - ages 5 to 15	3.00	3.00	3.00	3.00
Daily Fees - ages 16 to 54	4.00	4.00	4.00	4.00
Daily Fees - ages 55 & Over	3.00	3.00	3.00	3.00
Lincoln Swimming Lessons per person/per session	30.00	30.00	35.00	35.00
Season Passes				
Ages 4 and under	free	free	Free	Free
Youth ages 5-15	40.00	40.00	45.00	45.00
Adult ages 16-54	50.00	50.00	55.00	55.00
Senior age 55+	40.00	40.00	45.00	45.00
Single parent family	90.00	90.00	95.00	95.00
Family	115.00	115.00	125.00	125.00
Private Pool Rental	150.00 per hour	150.00 per hour	175.00 per hour	175.00 per hour
WATER PARK				
Locker/Life Jacket Rental	2.00/daily 3.00 deposit or driver's license	2.00/daily 3.00 deposit or driver's license	3.00/daily 2.00 deposit or driver's license	3.00/daily 2.00 deposit or driver's license
Inner Tube Rental - Single	3.00/daily 1.00 deposit	3.00/daily 1.00 deposit	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit
Inner Tube Rental - Double	4.00/daily 1.00 deposit	4.00/daily 1.00 deposit	5.00/daily 1.00 deposit	5.00/daily 1.00 deposit
Daily Fees				
Children age 4 & under w/paying adult	Free	Free	Free	Free
Children ages 5 to 15	7.00	7.00	8.00	8.00
Adults ages 16 to 54	8.00	8.00	9.00	9.00
Adults age 55 and over	7.00	7.00	8.00	8.00
Family One Day Pass (family includes two adults and up to four children)	24.00	24.00	30.00	30.00
Season Passes				
Children ages 5 to 15	75.00	75.00	80.00	80.00
Adults ages 16 to 54	85.00	85.00	90.00	90.00
Adults age 55 and over	75.00	75.00	80.00	80.00
Husband or Wife and Family	160.00	160.00	170.00	170.00
Family	190.00	190.00	200.00	200.00
Replace Season Pass	5.00	5.00	10.00	10.00
Gold Season Passes				
Children ages 5 - 15	95.00	95.00	100.00	100.00
Adults age 16 to 54	105.00	105.00	110.00	110.00
Adults age 55 and over	95.00	95.00	100.00	100.00

Fee Schedule for FY2020-21 Budget Year - EXHIBIT A

	2018	2019	2020	2021
Husband or Wife and Family	200.00	200.00	210.00	210.00
Family	235.00	235.00	250.00	250.00
Group Fees - Age Group				
10-29 people 5 to 15	6.75	6.75	7.00	7.00
10-29 people 16 to 54	7.75	7.75	8.00	8.00
10-29 people 55 and over	6.75	6.75	7.00	7.00
30-59 people 5 to 15	6.50	6.50	6.75	6.75
30-59 people 16 to 54	7.50	7.50	8.00	8.00
30-59 people 55 and over	6.50	6.50	6.75	6.75
60+ people 5 to 15	6.25	6.25	6.50	6.50
60+ people 16 to 54	7.25	7.25	7.50	7.50
60+ people 55 and over	6.25	6.25	6.50	6.50
Consignment Program - Island Oasis				
Age 5-15	5.50	5.50	5.75	5.75
Age 16-55	6.50	6.50	6.75	6.75
55 - Over	5.50	5.50	5.75	5.75
Family	22.00	22.00	25.00	25.00
Pool Rental	475.00/1 hr includes use of inner tubes	475.00/1 hr includes use of inner tubes	500.00/1 hr includes use of inner tubes	500.00/1 hr includes use of inner tubes
All day facility rental 12:00 - 9:00 pm	15000.00	15000.00	15000.00	15,000.00
Swimming Lessons	30.00 per session	30.00 per session	35.00 per session	35.00 per session
Souvenir Stand items	1.00-20.00	1.00-20.00	2.00-20.00	2.00-20.00
Concession Stand Items	.50-15.00	.50-15.00	1.00-15.00	1.00-15.00
GOLF COURSE				
The Parks and Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions.				
Weekday Golfing				
Seniors 55 and older (weekdays & after 1:00 on weekends)				
9 holes - Seniors 55 and older	14.00	14.00	14.50	14.50
18 holes - Seniors 55 and older	20.50	20.50	21.50	21.50
9 holes	16.00	16.00	16.50	16.50
Additional 9 holes	6.50	6.50	7.00	7.00
18 holes			23.50	23.50
Junior Golf-9 holes	11.00	11.00	11.50	11.50
Junior Golf-18 holes	17.50	17.50	18.50	18.50
9 holes weekend/holidays	18.50	18.50	19.00	19.00
18 holes weekend/holidays	25.00	25.00	26.00	26.00
Ages 15 and under w/ a paying adult	2.80	2.80	5.00	5.00
9 Hole Twilight Rate w/cart	15.00	15.00	18.00	18.00
Passes (annual) Purchased from December 1 through January 31				
Adult Seven Day	530.00	530.00	550.00	550.00
Additional Family Member	233.00	233.00	245.00	245.00
Family Pass	762.00	762.00	775.00	775.00
Adult Five Day Pass (Mon-Fri only)	400.00	400.00	425.00	425.00
Junior/Student 7 day pass includes full time college students	192.00	192.00	205.00	205.00
Senior 7 Day Pass (55 & Older)	333.00	333.00	350.00	350.00
Passes (annual) Purchased from February 1 through June 30				
Adult Seven Day	590.00	590.00	610.00	610.00
Additional Family Member	260.00	260.00	270.00	270.00
Family Pass	849.00	849.00	880.00	880.00
Adult Five Day Pass (Mon-Fri only)	443.00	443.00	465.00	465.00
Junior/Student 7 day pass includes full time college students	209.00	209.00	220.00	220.00
Senior 7 Day Pass (55 & Older)	366.00	366.00	385.00	385.00
Golf Car Pass, per rider	515.00	515.00	535.00	535.00
Passes (annual) Purchased from July 1 through November 30				
Adult Seven Day	295.00	295.00	305.00	305.00

Fee Schedule for FY2020-21 Budget Year - EXHIBIT A

	2018	2019	2020	2021
Additional Family Member	130.00	130.00	135.00	135.00
Family Pass	424.00	424.00	440.00	440.00
Adult Five Day Pass (Mon-Fri only)	222.00	222.00	235.00	232.50
Junior/Student 7 day pass includes full time college students	117.00	117.00	125.00	110.00
Senior 7 Day Pass (55 & Older)	195.00	195.00	205.00	192.50
Golf Car Pass, per rider	258.00	258.00	270.00	267.50
Capital Maintenance Fee (included in daily green fee)(collected from each player per round played by an individual possessing a season pass)	2.80	2.80	3.26	3.26
Cart Rental				
9 holes, per rider	11.00	11.00	11.50	11.50
18 holes, per rider	16.00	16.00	16.50	16.50
Golf Cart Punch Cards - 9 holes	135.00	135.00	140.00	140.00
Golf Cart Punch Cards - 18 holes	211.00	211.00	220.00	220.00
Ages 15 and under with paying adult	No Cost	No Cost	No Cost	5.00
Group Fees/Discount Booklets				
25 - Rounds	460.00	460.00	475.00	475.00
50 - Rounds	865.00	865.00	900.00	900.00
Green Fee Discounts for large groups				
25-49 people	5%	5%	5.0%	10%
50-100 people	10%	10%	10.0%	15%
Over 100 people	15%	15%	15.0%	20%
HEARTLAND PUBLIC SHOOTING PARK				
The Parks & Recreation Director shall establish fees for miscellaneous merchandise sales, tournament and league play and special events and promotions.				
Archery (Adult) Practice range	7.50	7.50	7.75	7.75
Archery (Youth) Practice range	5.00	5.00	5.25	5.25
Archery (Adult) 3D Short Course	15.00	15.00	15.50	15.50
Archery (Youth) 3D Short Course	8.00	8.00	9.00	9.00
Archery Punch Card: 6 visits short course	75.00	75.00	80.00	80.00
Adult Skeet/trap per round (25 targets/round)	6.75	6.75	7.00	7.00
Skeet/Trap - Youth Rate (age 18 & under)	5.25	5.25	5.50	5.50
Skeet/Trap Punch Card rate - 12 rounds @ 6.67/round	75.75	75.75	78.75	78.75
Adult Sporting Clays per round (50 targets/round)	19.00	19.00	19.50	19.50
Adult Sporting Clays per round (100 targets/round)	34.50	34.50	35.50	35.50
Sporting Clays - Punch Card rate - 6 rounds @ 18.33/round	103.00	103.00	106.00	106.00
Youth Sporting Clays per round (50 target/round)	14.00	14.00	14.50	14.50
Youth Sporting Clays per round (100 target/round)	28.00	28.00	29.00	29.00
Counters - Trap/Skeet (per target)	0.21	0.21	0.25	0.25
Counters - Sporting clays (per target)	0.31	0.31	0.32	0.32
Adults 5 Stand per round (25 targets/round)	7.50	7.50	7.75	7.75
Youth 5 Stand per round (25 targets/round)	5.50	5.50	5.75	5.75
Daily fee Rifle/Handgun Adult per day	15.00	15.00	16.00	16.00
Daily fee Rifle/Handgun Youth	7.50	7.50	8.00	8.00
Family Pass Rifle/Handgun (12 months)	195.00	195.00	200.00	200.00
Rifle Range Rental w/o RSO (Law Enforcement per day)	105.00	105.00	110.00	115.00
Rifle Range Rental with RSO (Law Enforcement per day)	210.00	210.00	220.00	225.00
Rifle Range Rental w/o RSO (Business Rate per day)	525.00	525.00	550.00	550.00
Rifle Range Rental with RSO (Business Rate per day)	630.00	630.00	655.00	655.00
Golf Cart Rental per round (per rider)	7.00	7.00	8.00	8.00
Golf Cart Rental per half day	25.00	25.00	30.00	30.00
Golf Cart Rental per day (4 rider limit)	50.00	50.00	60.00	60.00
Range time for Instructors with staff 5 per student minimum charge	21.00	21.00	22.00	25.00
Range time for Instructors without staff per student with no minimum	15.75	15.75	16.00	16.00
Classroom Rental (Shooting Sports Educational per day)	105.00	105.00	110.00	110.00
Classroom Rental (Business Rate per day)	210.00	210.00	225.00	225.00
Classroom Rental with associated shooting event	N/C	N/C	N/C	N/C
Camping with electricity/water (per night)	35.00	35.00	37.00	37.00
Camping during events (per night)	45.00	45.00	47.00	47.00
Camping for Youth no water/electricity (per night)	5.00	5.00	5.00	5.00

Fee Schedule for FY2020-21 Budget Year - EXHIBIT A

	2018	2019	2020	2021
Camping no water/electricity (per night)	10.00	10.00	12.50	12.50
Off hours Law enforcement training (annual)	1785.00	1785.00	1850.00	1,950.00
High School team practice (per target)	0.15	0.15	0.16	0.17
HPSP reserves the right to adjust trap, skeet and sporting clay fee's in relation to clay target costs				
Stolley Park Train				
Individual Rates				
Ages 2 and under w/paying adult	Free	Free	Free	Free
Single rider (4 and over)	2.00	3.00	3.00	3.00
10 Ride Punch Card	17.50	17.50	20.00	20.00
25 Ride Punch Card	37.50	37.50	50.00	50.00
50 Ride Punch Card	62.50	62.50	75.00	75.00
Unlimited rides	100.00/hour	100.00/hour	150.00/hour	150.00/hour
Community Fieldhouse				
Admission & Rental Prices				
Drop In:				
Children under 2	Free	Free	Free	Free
Children (2-4)	2.00	2.00	2.25	2.50
Youth (5-15) & Seniors (55 & older)	4.00	4.00	5.00	5.50
Adults (16-54)	6.00	6.00	6.25	6.50
Student Pass Discount (Ages 16 and over w/student ID)	5.00	5.00	5.25	5.50
Rental (Hourly)				
Full Turf Field (Primary hours)	110.00	110.00	115.00	115.00
Full Turf Field (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00 - 12:00	82.00	82.00	86.00	86.00
Full Turf Field Tournament (6 hour minimum)	72.00/hr	72.00/hr	75.00/hr	75.00/hr
Half Turf Field (Primary hours)	60.00	60.00	65.00	65.00
Half Turf Field Tournament (6 hour minimum)	39.00/hr	39.00/hr	41.00/hr	41.00/hr
Half Turf Field (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00-12:00	45.00	45.00	47.00	47.00
Basketball Court (Primary hours)	30.00	30.00	32.00	32.00
Basketball Court (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00-12:00	22.00	22.00	23.00	23.00
Basketball Court Tournament (6 hour minimum)	19.00/hr	19.00/hr	20.00	20.00
Volleyball Court (Primary hours)	20.00	20.00	22.00	22.00
Volleyball Court (Non primary hours) M-F 2:00 pm-5:00 pm Sat 8:00-12:00	15.00	15.00	17.00	17.00
Volleyball Court Tournament (6 hour minimum)	13.00/hr	13.00/hr	15.00/hr	15.00/hr
Batting Cage Rental				
Hour	25.00	25.00	28.00	28.00
League Fees:				
Per Individual Leagues	15.00-120.00	15.00-120.00	20.00-125.00	20.00-125.00
Per Team Leagues	100.00-650.00	100.00-650.00	110.00-650.00	110.00-650.00
Small meeting room	15.00/hr	15.00/hr	17.50/hr	17.50/hr
Kitchen/large room	30.00/hour	30.00/hour	32.00/hr	32.00/hr
Birthday Party pkg #1: Half field rental/room rental, up to 20 children (\$3.00 per additional child)	80.00-250.00	80.00-250.00	84.00-260.00	84.00-260.00
Bouncer rental	20.00/hour	20.00/hour	22.00/hour	22.00/hour
Facility rental (before or after hours)	150.00/hour	150.00/hour	165.00/hour	165.00/hour
Overnight Lock in Package	600.00	600.00	630.00	630.00
Clinics/camps/tournaments	10.00 - 600.00	10.00 - 600.00	15.00-625.00	15.00-625.00
Season Passes for Fieldhouse (October thru April)				
Toddler Pass (ages 2-4)	46.00	46.00	48.00	48.00
Youth Pass (5-15)	70.00	70.00	73.00	73.00
Student Pass (Ages 16 and over w/student ID)	92.00	92.00	96.00	96.00
Adult Pass (16-54)	115.00	115.00	120.00	120.00
Senior (55+)	70.00	70.00	73.00	73.00
Season Passes for Fieldhouse (January thru April)				
Toddler Pass (ages 2-4)	29.00	29.00	30.00	30.00
Youth Pass (ages 5-15)	41.00	41.00	43.00	43.00
Student Pass (ages 16 and over w/student ID)	52.00	52.00	54.00	54.00
Adult Pass (ages 16-54)	64.00	64.00	67.00	67.00

Fee Schedule for FY2020-21 Budget Year - EXHIBIT A

	2018	2019	2020	2021
Senior (55+)	41.00	41.00	43.00	43.00
10 Visit Punch Card				
Toddler (age 2-4) with supervising adult	Free	Free	Free	Free
Youth (age 5-15)	35.00	35.00	37.00	37.00
Student (ages 16 and over w/student ID)	45.00	45.00	47.00	47.00
Adult (ages 16-54)	55.00	55.00	58.00	58.00
Senior (age 55+)	35.00	35.00	37.00	37.00
PLANNING				
Zoning				
Zoning Map Amendment: Grand Island	850.00	850.00	850.00	900.00
Ordinance Amendment	850.00	850.00	850.00	900.00
CD, RD, TD Rezoning, Grand Island	850.00	850.00	850.00	900.00
Subdivisions				
Preliminary Plat	400.00 plus 15.00/lot	400.00 plus 15.00/lot	450.00 plus 15.00/lot	450.00 plus 15.00/lot
Final Plat - Administrative Approval				
Grand Island	50.00	50.00	55.00	55.00
Final Plat				
Grand Island Jurisdiction	420.00 plus 10.00/lot	420.00 plus 10.00/lot	470.00 plus 10.00/lot	470.00 plus 10.00/lot
Vacation of Plat	250.00	250.00	275.00	275.00
Comprehensive Plan				
Map Amendment	850.00	850.00	850.00	900.00
Text Amendment	850.00	850.00	850.00	900.00
Publications				
Grand Island Street Directory	15.00	15.00	18.00	20.00
Comprehensive Plan				
Grand Island	85.00	85.00	100.00	100.00
Other Municipalities	60.00	60.00	75.00	75.00
Zoning Ordinances				
Grand Island	30.00	30.00	35.00	35.00
Other Municipalities	30.00	30.00	35.00	35.00
Subdivision regulations				
Grand Island	30.00	30.00	35.00	35.00
Other Municipalities	30.00	30.00	35.00	35.00
Grand Island				
800 Scale Zoning Map Unassembled	125.00	125.00	150.00	150.00
Generalized Zoning Map	60.00	60.00	75.00	75.00
Future Land Use Map	60.00	60.00	75.00	75.00
Grand Island Street Map	15.00	15.00	20.00	20.00
Hall County				
Zoning Map Generalized	60.00	60.00	75.00	75.00
Zoning Map 2" = 1 mile	90.00	90.00	100.00	100.00
Road Map	15.00	15.00	20.00	20.00
Wood River, Cairo, Doniphan, Alda				
Basemap	10.00	10.00	15.00	15.00
Zoning Map	60.00	60.00	75.00	75.00
Other Maps				
School District Maps	60.00	60.00	75.00	75.00
Election District Maps	60.00	60.00	75.00	75.00
Fire District Maps	60.00	60.00	75.00	75.00
Custom Printed Maps	15.00/sq ft in	15.00/sq ft in	20.00/sq ft in	20.00/sq ft in
Electronic Publications				
GIS Data CD	100.00	100.00	125.00	125.00
Aerial Photograph CD (MrSID Format)	100.00	100.00	125.00	125.00
Comprehensive Plans All Jurisdictions	100.00	100.00	125.00	125.00
Zoning and Subdivision Regulations All Jurisdictions	50.00	50.00	75.00	75.00
Custom PDF Map	25.00/ 1/2 hr	25.00/ 1/2 hr	30.00/ 1/2 hr	30.00/ 1/2 hr
Research & Documentation Fee	150.00/hr Minimum 2 hr	150.00/hr Minimum 2 hr	175.00/hr Minimum 2 hr	200.00/hr Minimum 2 hr
Flood Plain				
Letter of Map Interpretation	20.00	20.00	25.00	25.00
Review and Submission of LOMR	50.00	50.00	60.00	60.00

Fee Schedule for FY2020-21 Budget Year - EXHIBIT A

	2018	2019	2020	2021
PACE Funding Level and Fees (\$250,000 minimum, no maximum)				
Application Fee				1,000.00
Administrative Fee				1% of loan not to exceed \$40,000
Annual Fee				1,000.00
POLICE DEPARTMENT				
Copy of Public Record Reports/Walk in	3.00/1-5 pages, 1.00 each add'l 5 pages in 5 page increments	3.00/1-5 pages, 1.00 each add'l 5 pages in 5 page increments	\$5.00 per report up to 10 pages, then \$1 each add'l 5 pages in 5 page increments	\$5.00 per report up to 10 pages, then \$1 each add'l 5 pages in 5 page increments
Copy of Public Record Reports/Mail or Fax	5.00/1-5 pages, 1.00 for each add'l 5 pages in 5 page increments	5.00/1-5 pages, 1.00 for each add'l 5 pages in 5 page increments	\$10.00 per report up to 10 pages, then \$1 each add'l 5 pages in 5 page increments	\$10.00 per report up to 10 pages, then \$1 each add'l 5 pages in 5 page increments
Copy of Complete Records Mail/Fax/Email	5.00/ 1-5 pages, 1.00 for each add'l 5 pages in 5 page increments	5.00/ 1-5 pages, 1.00 for each add'l 5 pages in 5 page increments	\$10.00 per report up to 10 pages, then \$1 each add'l 5 pages in 5 page increments	\$10.00 per report up to 10 pages, then \$1 each add'l 5 pages in 5 page increments
Firearms Permit	5.00	5.00	5.00	5.00
Towing Fee - Day	Actual Cost	Actual Cost	Actual Cost	Actual Cost
Towing Fee - Night	Actual Cost	Actual Cost	Actual Cost	Actual Cost
Impoundment Fee for TOWED Vehicle	30.00	30.00	35.00	35.00
Storage Fee for Impounded Vehicle (per day)	10.00	11.00	12.00	12.00
Alcohol Test for DUI (each time)	149.15	149.15	149.15	149.15
Solicitor's Permit (30 day permit)	25.00	25.00	30.00	30.00
Solicitor's Permit - Application Fee (Nonrefundable)	25.00	25.00	30.00	30.00
Street Vendor's Permit - Application Fee (Nonrefundable)	25.00	25.00	30.00	30.00
Street Vendor's Permit - 30 days	25.00	25.00	30.00	30.00
Street Vendor's Permit - 90 days	60.00	60.00	75.00	75.00
Street Vendor's Permit - 365 days	200.00	200.00	250.00	250.00
Traffic Control Request for House/Building Move within City Limits of Grand Island	Overtime Retail Rate for each Officer involved, 2 hr minimum	Overtime Retail Rate for each Officer involved, 2 hr minimum	Overtime Retail Rate for each Officer involved, 2 hr minimum	Overtime Retail Rate for each Officer involved, 2 hr minimum
Parking Ramp Permit Fees:				
Lower Level: "Reserved Monthly"	25.00/month	25.00/month	30.00/month	30.00/month
Middle & Upper levels: "Reserved Monthly"	15.00/month	15.00/month	Free	Free
Downtown Metered Parking	20.00 per 120 to 180 minutes	20.00 per 120 to 180 minutes	20.00 per 120 to 180 minutes	20.00 per 120 to 180 minutes
Additional 60 minutes or fraction thereof	20.00	20.00	20.00	20.00
Downtown Express Zone Parking	25.00 per 21 to 40 minutes	25.00 per 21 to 40 minutes	25.00 per 21 to 40 minutes	25.00 per 21 to 40 minutes
Additional 20 minutes or fraction thereof	25.00	25.00	25.00	25.00
Police Issued Parking Tickets (tickets issued away from downtown)	20.00	20.00	25.00	25.00
Vehicle Auction Bid Fee (per event)	10.00	10.00	15.00	15.00
Photographs/E-mail	10.00	10.00	15.00	15.00
Photographs/CD	15.00	15.00	20.00	20.00
PUBLIC WORKS DEPARTMENT				
ENGINEERING				
Cut and/or Opening Permit	20.00	20.00	25.00	25.00
Sidewalk and/or Driveway permit	20.00	20.00	25.00	25.00
Sewer Tap Permit (Breakdown: PW 30.60, Building 59.40)	85.00	85.00	90.00	90.00
GIS CD Aerial photos on CD or DVD	50.00	50.00	55.00	55.00
s.f. Mylar Sepia	2.25	2.25	2.50	2.50
Traffic Count Map	10.00	10.00	12.00	12.00
Aerial Photos - Individuals, businesses and consultants working for profit	3.50/sq. ft.	3.50/sq. ft.	3.75/sq. ft.	3.75/sq. ft.
Aerial Photos - City Depts, Hall County Depts, other non-profit organizations	.50/sf	.50/sf	.75/sf	.75/sf
Directory Map	Planning sells	Planning sells	Planning sells	Planning sells
Quarter Section or any part thereof	5.00	5.00	10.00	10.00
Photo Mosaic (dependent upon number of sections) Minimum of two (2)	15.00	15.00	20.00	20.00

Fee Schedule for FY2020-21 Budget Year - EXHIBIT A

	2018	2019	2020	2021
License Agreement Application (Non-refundable)	175.00	175.00	185.00	185.00
License Agreement Appeal	100.00	100.00	105.00	105.00
Sanitary Sewer Engineering Plan Review	1% of project cost	1% of project cost	1% of project cost	1% of project cost
Storm Sewer Engineering Plan Review (if no paving in project)	1% of project cost	1% of project cost	1% of project cost	1% of project cost
Permit and Plan Review Fee	0.15% of project cost	0.15% of project cost	0.20% of project cost	0.20% of project cost
Large copy prints (minimum \$3.00 charge)	1.00/sf	1.00/sf	1.00/sf	1.00/sf
Application for vacation of Right-of-Way or Easement (Non-refundable)	175.00	175.00	185.00	185.00
Investigation Fee (per Section 30-28 of City Code)	100.00	100.00	100.00	100.00
Late Charge (payment not received within 30 days)	35.00	35.00	35.00	35.00
TRANSIT DIVISION - NEW				
One-Way Trip (collected by Crane contractor)			2.00	2.00
STREETS DIVISION				
Pavement cut (sawed), whether bituminous or concrete	5.50/lf + 30.00 callout	5.50/lf + 30.00 callout	6.50/lf + 30.00 callout	6.50/lf + 35.00 callout
Curb section milling for driveways	9.00/lf + 40.00 callout & permits	9.00/lf + 40.00 callout & permits	10.00/lf + 40.00 callout & permits	10.00/lf + 45.00 callout & permits
Block party closure (waived for "National Night Out")	75.00	75.00	75.00	75.00
Public Event Closure- per day/event		75.00	75.00	75.00
Rolloff/Shipping Container Placement in Public Right-of-Way		25.00 per week, or any part thereof	25.00/week or any part thereof	25.00/week or any part thereof
Storm Sewer Cleaning	250.00/hr	250.00/hr	275.00/hr	275.00/hr
WASTEWATER TREATMENT (as Approved by Ordinance)				
Sewer Tap Permit (See engineering fees)				see Engineering Fees
Unauthorized connections/re-connections	375.00	375.00	400.00	400.00
Sewer Service Charge per month	8.24	8.24	8.24	8.24
Monthly sewer bill for customers without metered water usage	30.00	30.00	30.00	30.00
Monthly sewer bill for commercial/industrial customers without metered City water (cost per 100 cubic feet of sewage flow)	3.52	3.52	3.64	3.77
TV Inspection of Sanitary Sewer (minimum \$100.00 charge)	1.25/ft	1.25/ft	1.30/ft	1.30/ft
-Televising Equipment	200.00/hr	200.00/hr	210.00/hr	210.00
-Sanitary Sewer Collection Crew (2 employees)	80.00/hr	80.00/hr	85.00/hr	85.00/hr
Sewer Cleaning	250.00/hr	250.00/hr	275.00/hr	275.00/hr
SEPTIC TANK CHARGES				
Charges for Septic Tank Sludge minimum fee	8.40	8.40	8.40	8.40
Charges for Septic Tank Sludge per 100 gallons	7.40	7.40	7.40	7.40
Charges for High Strength Septic Sludge per 1,000 gallons	420.00	420.00	420.00	420.00
New Septic Wastewater Haulers Deposit			500.00	500.00
FLOW CHARGES (Changes effective 1-1-2012) *				
Cost per 100 Cubic feet of Flow (customers discharging directly into City's Treatment Plant)	1.1800	1.1800	1.1900	1.21
Cost per 100 Cubic feet of Flow (customers using City's collection system)	3.5200	3.5200	3.6400	3.77
Cost per 100 Cubic feet of Flow (low strength customers using City's collection system)	2.4700	2.4700	2.6700	2.80
Non-resident wastewater customers shall be charged 120% of the above flow charges	120%	120%	120%	150%
INDUSTRIAL WASTE SURCHARGES				
BOD Charge \$/lb over 250 mg/l	0.3248	0.3248	0.3248	0.3248
SS Charge \$/lb over 250 mg/l	0.2177	0.2177	0.2177	0.2177
Oil & Grease \$/lb over 100 mg/l	0.1519	0.1519	0.1908	0.1956
Total Nitrogen \$/lb over 25 mg/l			0.8900	0.8866
BULK INDUSTRIAL WASTE DISCHARGE (per gallon) [negotiated]	0.062	0.062	0.062	0.0620
SUMP PUMP WASTE DISPOSAL (per gallon)	0.19	0.19	0.19	0.19
LABORATORY ANALYSIS				

Fee Schedule for FY2020-21 Budget Year - EXHIBIT A

	2018	2019	2020	2021
BOD	40.00	40.00	42.50	42.50
CBOD	40.00	40.00	42.50	42.50
Chloride	15.00	15.00	16.00	16.00
Conductivity	9.24	9.24	9.75	9.75
Nitrogen, Ammonia	12.00	12.00	12.75	12.75
Nitrogen, TKN	26.00	26.00	27.50	27.50
Oil and Grease	75.00	75.00	80.00	80.00
pH	10.00	10.00	10.50	10.50
Total Suspended Solids	24.64	24.64	26.50	26.50
Alkalinity	12.32	12.32	13.25	13.25
Chlorine, Free	12.32	12.32	13.25	13.25
COD	55.44	55.44	60.00	60.00
Nitrogen, Nitrate	24.64	24.64	26.75	26.75
Phosphorus, Total	24.64	24.64	26.75	26.75
SAMPLE COLLECTION FEE	40.00	40.00	42.50	42.50
LOW STRENGTH INDUSTRIAL SERVICE FOUR-PART CHARGES				
BOD Charge \$/lb over 0 mg/l	0.3248	0.3248	0.3248	0.3248
SS Charge \$/lb over 0 mg/l	0.2177	0.2177	0.2177	0.2177
Oil & Grease \$/lb over 0 mg/l	0.1519	0.1519	0.1908	0.1956
Total Nitrogen \$/lb over 30 mg/l			0.8900	0.8900
EXCESSIVE POLLUTANT PENALTY				
If a person discharges amounts of permissible pollutants in excess of the amounts permitted in the discharge permit, a penalty of \$1,000.00 per day of violation shall be imposed and paid by the person discharging wastes in violation of the permit	1,000.00	1,000.00	1,100.00	1,100.00
HYDROGEN SULFIDE CHARGES				
STORM WATER (billed based on water accounts) - Effective 4/1/2018				
Residential	1.00/month	1.00/month	1.00/month	1.00/month
Commercial	5.00/month	5.00/month	5.00/month	5.00/month
Industrial	10.00/month	10.00/month	10.00/month	10.00/month
SOLID WASTE				
Minimum Charge (Landfill) (up to 300 pounds)	5.00	5.00	5.00	5.00
Minimum Charge (Transfer Station) (up to 260 pounds)	5.00	5.00	5.00	5.00
Passenger tire	3.25/tire	3.25/tire	4.00/tire	4.00/tire
Passenger tire on rim	13.25/tire	13.25/tire	15.00/tire	15.00/tire
Truck tire	10.00/tire	10.00/tire	10.00/tire	10.00/tire
Truck tire on rim	25.00/tire	25.00/tire	25.00/tire	25.00/tire
Implement tire	25.00/tire	25.00/tire	25.00/tire	25.00/tire
Implement tire on rim	50.00/tire	50.00/tire	50.00/tire	50.00/tire
Special Waste (as designated by Superintendent) * Fee set by Superintendent based on product received	Double the applicable rate	Double the applicable rate	Double the applicable rate	Double the applicable rate
Drive Off Fees	25.00	25.00	25.00	25.00
Appliances	10.00	10.00	10.00	10.00
Special Event	Actual costs	Actual costs	Actual costs	Actual costs
Solid Waste Charge Customers Deposit			250.00	250.00
LANDFILL SITE				
Asbestos, contaminated soils and other wastes requiring special handling may require Nebraska Department of Environmental Quality pre-approval and notification to landfill.				
General Refuse, solid waste (Residential Packer Truck)	29.46/ton	29.46/ton	30.63/ton	30.63/ton
General Refuse, solid waste-+ and demolition material (Commercial/Rolloffs)	33.43/ton	33.43/ton	34.76/ton	34.76/ton
Contaminated Soil	16.07/ton	16.07/ton	16.71/ton	16.71/ton
Street Sweepings	4.29/ton	4.29/ton	4.46/ton	4.46/ton
Liquid waste - sludge	not accepted	not accepted	not accepted	not accepted
Asbestos	91.05/ton 1 ton minimum	91.05/ton 1 ton minimum	94.69/ton 1 ton minimum	94.69/ton 1 ton minimum
Tails & by-products	36.85/ton	36.85/ton	38.32/ton	38.32/ton
Automotive Fluff	21.43/ton	21.43/ton	21.43/ton	21.43/ton

Fee Schedule for FY2020-21 Budget Year - EXHIBIT A

	2018	2019	2020	2021
Late load fee	25.00/load	25.00/load	25.00/load	25.00/load
Set pricing for special projects with the approval of the Public Works Director and City Administrator				
TRANSFER STATION				
General Refuse, solid waste (Residential Packer Truck)	31.98/ton	31.98/ton	35.48/ton	37.02/ton
General refuse, solid waste and demolition materials (Commercial/roll-offs and small vehicles)	39.74/ton	39.74/ton	43.71/ton	46.00/ton
COMPOST SITE				
All materials received at the compost site shall be clean of trash and debris. Plastic bags shall be removed by the hauler				
Grand Island Primary Residential Dwellings - clean grass, leaves or other compostable yard and garden waste, tree limbs/branches	No Charge	No Charge	No Charge	No Charge
Commercial Hauler Yard Waste - clean grass, leaves or other Compostable yard and garden waste	39.74/ton	39.74/ton	39.74/ton	39.74/ton
Commercial Hauler - tree limbs/branches	39.74/ton	39.74/ton	39.74/ton	39.74/ton
Compost	10.00/cy	10.00/cy	10.00/cy	10.00/cy
Wood chips/mulch	3.00/cy	3.00/cy	3.00/cy	3.00/cy
UTILITY SERVICE FEES				
Late Charge (payment not received prior to next billing)	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00	2.00/plus 1% unpaid over 5.00
Return Check Charge	50.00	50.00	50.00	50.00
Turn on Charge (electric and water; does not pertain to new connections/transfer of service)	50.00	50.00	50.00	50.00
After 4:30 pm on a business day Turn on Charge (non payment)				
Disconnect fee (electric and water for any reason)	50.00	50.00	50.00	50.00
Backflow Processing Fee	2.00/month	2.00/month	2.00/month	2.00/month
Temporary Commercial Electric Service	150.00	150.00	150.00	150.00
Service Charge (new connections, transfer service)	20.00	20.00	20.00	20.00
Fire Sprinkler System Connection Fee	127.50/yr	127.50/yr	127.50/yr	127.50/yr
Fire Hydrant Inspection Fee - per hydrant				127.50/yr
Temporary Water Meter on Fire Hydrant	100.00	100.00	125.00	125.00
Locate Stop Box	40.00	40.00	40.00	40.00
Pole Attachment Fee	6.00/yr	6.00/yr	12.94/yr	12.94/yr
Unauthorized connections/re-connections, meter tampering	375.00	375.00	375.00	375.00
Engineering Plan Review	1% Project Cost	1% Project Cost	1% Project Cost	1% Project Cost
Water Main Taps - 2" or less	125.00	125.00	125.00	125.00



City of Grand Island

Tuesday, July 28, 2020

Council Session

Item G-13

#2020-171 - Approving Amendment No. 1 to Engineering Consulting Agreement for Custer Avenue- Forrest Street to Old Potash Highway Roadway Rehabilitation; Project No. 2019-P-13

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: July 28, 2020

Subject: Approving Amendment No. 1 to Engineering Consulting Agreement for Custer Avenue- Forrest Street to Old Potash Highway Roadway Rehabilitation; Project No. 2019-P-13

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

Background

The Custer Avenue- Forrest Street to Old Potash Highway Roadway Rehabilitation; Project No. 2019-P-13 is for the rehabilitation of Custer Avenue. The proposal is to improve the ride/pavement condition along this stretch of existing concrete curb and gutter roadway. Initial ideas are full replacement of panels, concrete grinding, or an asphalt overlay.

On November 12, 2019, via Resolution No. 2019-341, City Council approved an Engineering Services Agreement with Olsson, Inc. of Grand Island, Nebraska in the amount of \$100,900.00 for Custer Avenue- Forrest Street to Old Potash Highway Roadway Rehabilitation; Project No. 2019-P-13.

Discussion

With preliminary design nearing completion for Custer Avenue- Forrest Street to Old Potash Highway Roadway Rehabilitation; Project No. 2019-P-13 it is necessary to amend the original agreement with Olsson, Inc. to allow for final design. An amendment to the original agreement with Olsson, Inc. is requested at this time, in the amount of \$27,000.00, for a total revised agreement amount of \$127,900.00.

Alternatives

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

1. Move to approve
2. Refer the issue to a Committee

3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve Amendment No. 1 to the original agreement with Olsson, Inc. of Grand Island, Nebraska, in the amount of \$27,000.00.

Sample Motion

Move to approve the resolution.

RESOLUTION 2020-171

WHEREAS, on November 12, 2019, via Resolution No. 2019-341, City Council approved an Engineering Services Agreement with Olsson, Inc. of Grand Island, Nebraska in the amount of \$100,900.00 for Custer Avenue- Forrest Street to Old Potash Highway Roadway Rehabilitation; Project No. 2019-P-13; and

WHEREAS, the original agreement is now being amended to include final design for Custer Avenue- Forrest Street to Old Potash Highway Roadway Rehabilitation; Project No. 2019-P-13; and

WHEREAS, such amendment is in the amount of \$27,000.00, for a revised total agreement amount of \$127,900.00; and

WHEREAS, Amendment No. 1 to the original agreement with Olsson, Inc. of Grand Island, Nebraska is required to proceed with this project

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 1 with Olsson, Inc. of Grand Island, Nebraska for Custer Avenue- Forrest Street to Old Potash Highway Roadway Rehabilitation; Project No. 2019-P-13 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 24, 2020	☐ City Attorney



City of Grand Island

Tuesday, July 28, 2020

Council Session

Item G-14

#2020-172 - Approving Amendment No. 1 to Engineering Consulting Agreement for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: July 28, 2020

Subject: Approving Amendment No. 1 to Engineering Consulting Agreement for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1

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

Background

Public Works Engineering staff, along with Olsson, Inc. of Grand Island have completed an evaluation of the condition of the Eddy Street underpass which was built in 1950. The goal of this evaluation was to outline repairs and/or replacements to extend the life of the structure. Issues requiring evaluation were related to the condition of the concrete retaining walls of the structure as well as the condition of the Mill Drive and North Front Street Bridges. The current storm sewer pumping system for the underpass was also evaluated and will be rehabbed as needed. Installation of netting to aid in the reduction of roosting birds is desired. The objective of this stage of the project was to develop and evaluate recommendations for rehabilitation, evaluate opinions of cost, and select a preferred alternative.

On November 12, 2020, via Resolution No. 2019-329, City Council approved an Engineering Services Agreement with Olsson, Inc. of Grand Island, Nebraska in the amount of \$67,570.00 for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1.

Discussion

With preliminary design nearing completion for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1 it is necessary to amend the original agreement with Olsson, Inc. Such amendment will allow for final design, bidding phase services, and project management. An amendment to the original agreement with Olsson, Inc. is requested at this time, in the amount of \$79,060.00, for a total revised agreement amount of \$146,630.00.

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Amendment No. 1 to the original agreement with Olsson, Inc. of Grand Island, Nebraska, in the amount of \$79,060.00.

Sample Motion

Move to approve the resolution.

RESOLUTION 2020-172

WHEREAS, on November 12, 2019, via Resolution No. 2019-329, City Council approved an Engineering Services Agreement with Olsson, Inc. of Grand Island, Nebraska in the amount of \$67,570.00 for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1; and

WHEREAS, the original agreement is now being amended to include final design, bidding services, and project management for Eddy Street Underpass Rehabilitation; Project No 2019-U-1; and

WHEREAS, such amendment is in the amount of \$67,570.00, for a revised total agreement amount of \$79,060.00; and

WHEREAS, Amendment No. 1 to the original agreement with Olsson, Inc. of Grand Island, Nebraska is required to proceed with this project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that Amendment No. 1 with Olsson, Inc. of Grand Island, Nebraska for Eddy Street Underpass Rehabilitation; Project No. 2019-U-1 is hereby approved.

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

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 24, 2020	☐ City Attorney



City of Grand Island

Tuesday, July 28, 2020

Council Session

Item G-15

#2020-173 - Approving Acquisition of Public Right-of-Way for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (CHT Grand Island NE Senior Living, LLC- 3990 W Capital Avenue)

This item relates to the aforementioned Public Hearing item E-5.

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

RESOLUTION 2020-173

WHEREAS, public right-of-way is required by the City of Grand Island, from CHT Grand Island NE Senior Living, LLC at 3990 West Capital Avenue, Grand Island, Hall County, Nebraska and more particularly described as follows:

CHT Grand Island NE Senior Living, LLC- \$1,430.00

A PARCEL OF LAND LOCATED IN LOT 1, PRIMROSE SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, PRIMROSE SUBDIVISION; THENCE S89°53'22"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 48.15 FEET; THENCE N39°25'00"W, A DISTANCE OF 76.63 FEET TO THE WEST LINE OF SAID LOT 1; THENCE S00°29'37"E ON SAID WEST LINE, A DISTANCE OF 59.11 FEET TO THE POINT OF BEGINNING, CONTAINING 1,423 SQUARE FEET, MORE OR LESS.

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to enter into the Agreement for the public right-of-way on the above described tract of land, in the amount of \$1,430.00.

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, July 28, 2020.

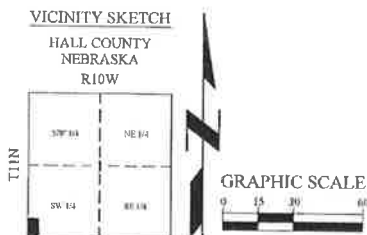
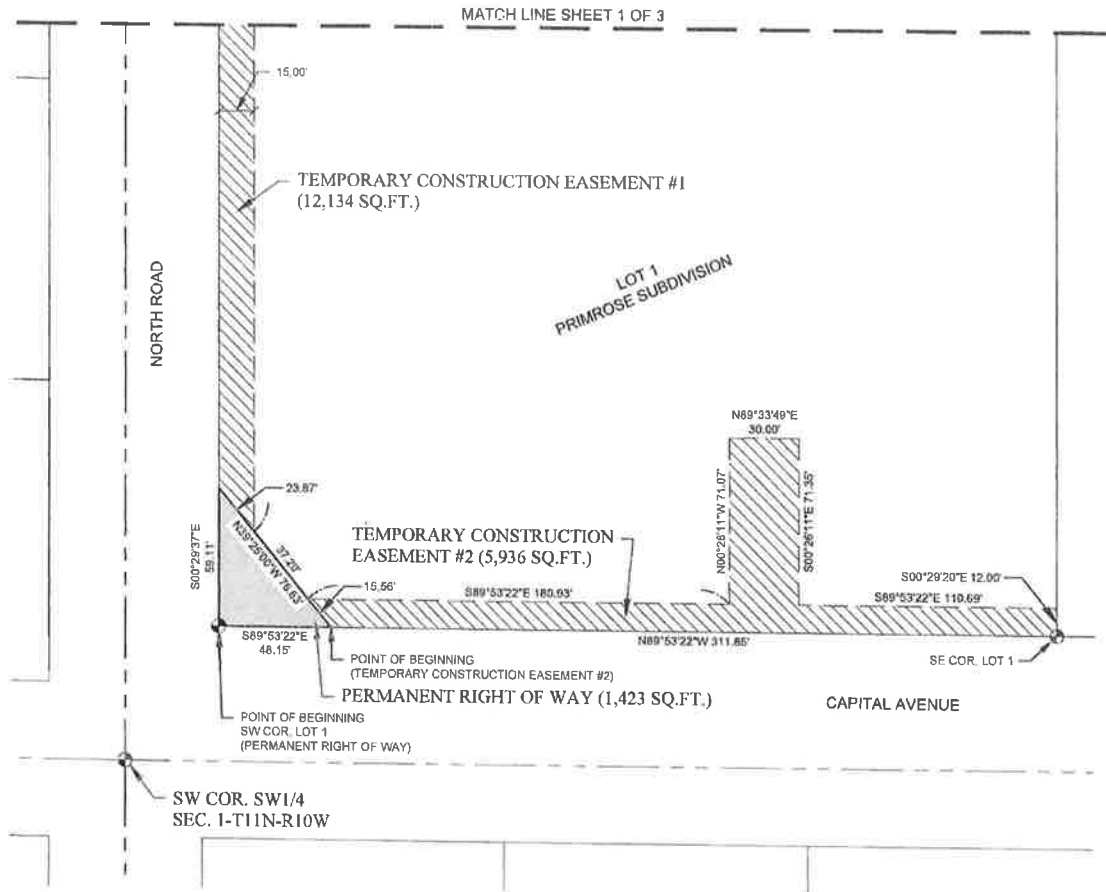
Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 24, 2020	☐ City Attorney

TEMPORARY CONSTRUCTION EASEMENT AND NEW RIGHT OF WAY EXHIBIT



NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND

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

SECTION LINE

TEMPORARY CONSTRUCTION EASEMENT AREA

PERMANENT SIDEWALK EASEMENT AREA

RIGHT OF WAY AREA

DATE	6/2/2020
SCALE	1" = 60'
DRAWN	AJG
JOB NO	R190020
FIELD BOOK	GRAND ISLAND #7
FIELD WORK	AG/BS
SHEET	2 OF 3
TRACT NO	9

JE

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 Grand Island, NE 308.381.7428
 www.jeo.com

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City of Grand Island

Tuesday, July 28, 2020

Council Session

Item G-16

#2020-174 - Approving Temporary Construction Easement for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (CHT Grand Island NE Senior Living, LLC- 3990 W Capital Avenue)

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

Council Agenda Memo

From: Keith Kurz PE, Assistant Public Works Director

Meeting: July 28, 2020

Subject: Approving Temporary Construction Easement for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 (CHT Grand Island NE Senior Living, LLC- 3990 W Capital Avenue)

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

Background

The North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 is for the improvement of North Road from just north of 13th Street to Highway 2. The Engineering Division of the Public Works Department is proposing a concrete curb and gutter roadway section with associated sidewalk, traffic control, drainage and related improvements needed to complete the project.

A Temporary Construction easement is needed to accommodate the construction activities for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5, which must be approved by City Council. The temporary construction easement will allow for the roadway improvements to this area.

A sketch is attached to show the temporary construction easement area.

Discussion

A temporary construction easement is needed from a property owner for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 to be constructed.

Engineering staff of the Public Works Department negotiated with the property owner for use of such temporary construction easement.

<i>Property Owner</i>	<i>Legal Description</i>	<i>Amount</i>
CHT Grand Island NE Senior Living, LLC	A PARCEL OF LAND LOCATED IN LOT 1, PRIMROSE SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, PRIMROSE SUBDIVISION; THENCE S00°29'37"E (ASSUMED	\$1,807.00

	<p>BEARING) ON THE WEST LINE OF SAID LOT 1, A DISTANCE OF 558.10 FEET; THENCE S39°25'00"E, A DISTANCE OF 23.87 FEET; THENCE N00°29'37"W, PARALLEL WITH AND 15.00 FEET DISTANT FROM SAID WEST LINE A DISTANCE OF 501.59 FEET; THENCE N85°30'23"E, PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 18.06 FEET; THENCE N00°29'37"W, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 28.72 FEET; THENCE N89°22'48"E, A DISTANCE OF 81.10 FEET; THENCE N54°34'15"W, A DISTANCE OF 77.77 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE N89°52'09"W ON SAID NORTH LINE, A DISTANCE OF 51.19 FEET TO THE POINT OF BEGINNING, CONTAINING 12,134 SQUARE FEET, MORE OR LESS.</p> <p>AND</p> <p>A PARCEL OF LAND LOCATED IN LOT 1, PRIMROSE SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF LOT 1, PRIMROSE SUBDIVISION; THENCE S89°53'22"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 48.15 FEET TO THE POINT OF BEGINNING; THENCE N39°25'00"W, A DISTANCE OF 15.56 FEET; THENCE S89°53'22"E, PARALLEL WITH AND 12.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 180.93 FEET; THENCE N00°26'11"W, A DISTANCE OF 71.07 FEET; THENCE N89°33'49"E, A DISTANCE OF 30.00 FEET; THENCE S00°26'11"E, A DISTANCE OF 71.35 FEET; THENCE S89°53'22"E, PARALLEL WITH AND 12.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 110.69 FEET TO THE EAST LINE OF SAID LOT 1; THENCE S00°29'20"E ON SAID EAST LINE, A DISTANCE OF 12.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE N89°53'22"W ON SAID SOUTH LINE, A DISTANCE OF 311.85 FEET TO THE POINT OF BEGINNING. CONTAINING 5,936 SQUARE FEET, MORE OR LESS.</p>	
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Alternatives

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

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

Recommendation

City Administration recommends that the Council approve the Temporary Construction Easement between the City of Grand Island and the affected property owner for North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5, in the amount of \$1,807.00.

Sample Motion

Move to approve the temporary construction easement.

RESOLUTION 2020-174

WHEREAS, a temporary construction easement is required by the City of Grand Island, from an affected property owner in North Road- 13th Street to Highway 2 Roadway Improvements; Project No. 2019-P-5 project area:

CHT Grand Island NE Senior Living, LLC– \$1,807.00

A PARCEL OF LAND LOCATED IN LOT 1, PRIMROSE SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1, PRIMROSE SUBDIVISION; THENCE S00°29'37"E (ASSUMED BEARING) ON THE WEST LINE OF SAID LOT 1, A DISTANCE OF 558.10 FEET; THENCE S39°25'00"E, A DISTANCE OF 23.87 FEET; THENCE N00°29'37"W, PARALLEL WITH AND 15.00 FEET DISTANT FROM SAID WEST LINE A DISTANCE OF 501.59 FEET; THENCE N85°30'23"E, PERPENDICULAR TO SAID WEST LINE, A DISTANCE OF 18.06 FEET; THENCE N00°29'37"W, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 28.72 FEET; THENCE N89°22'48"E, A DISTANCE OF 81.10 FEET; THENCE N54°34'15"W, A DISTANCE OF 77.77 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE N89°52'09"W ON SAID NORTH LINE, A DISTANCE OF 51.19 FEET TO THE POINT OF BEGINNING, CONTAINING 12,134 SQUARE FEET, MORE OR LESS.

AND

A PARCEL OF LAND LOCATED IN LOT 1, PRIMROSE SUBDIVISION, IN THE CITY OF GRAND ISLAND, HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF LOT 1, PRIMROSE SUBDIVISION; THENCE S89°53'22"E (ASSUMED BEARING) ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 48.15 FEET TO THE POINT OF BEGINNING; THENCE N39°25'00"W, A DISTANCE OF 15.56 FEET; THENCE S89°53'22"E, PARALLEL WITH AND 12.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 180.93 FEET; THENCE N00°26'11"W, A DISTANCE OF 71.07 FEET; THENCE N89°33'49"E, A DISTANCE OF 30.00 FEET; THENCE S00°26'11"E, A DISTANCE OF 71.35 FEET; THENCE S89°53'22"E, PARALLEL WITH AND 12.00 FEET DISTANT FROM SAID SOUTH LINE, A DISTANCE OF 110.69 FEET TO THE EAST LINE OF SAID LOT 1; THENCE S00°29'20"E ON SAID EAST LINE, A DISTANCE OF 12.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE N89°53'22"W ON SAID SOUTH LINE, A DISTANCE OF 311.85 FEET TO THE POINT OF BEGINNING. CONTAINING 5,936 SQUARE FEET, MORE OR LESS.

WHEREAS, such Temporary Construction easement has been reviewed and approved by the City Legal Department.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island be, and hereby is, authorized to compensate the affected property owner for the Temporary Construction easement on the above described tract of land, in the total amount of \$1,807.00.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2020.

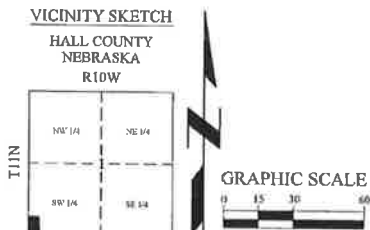
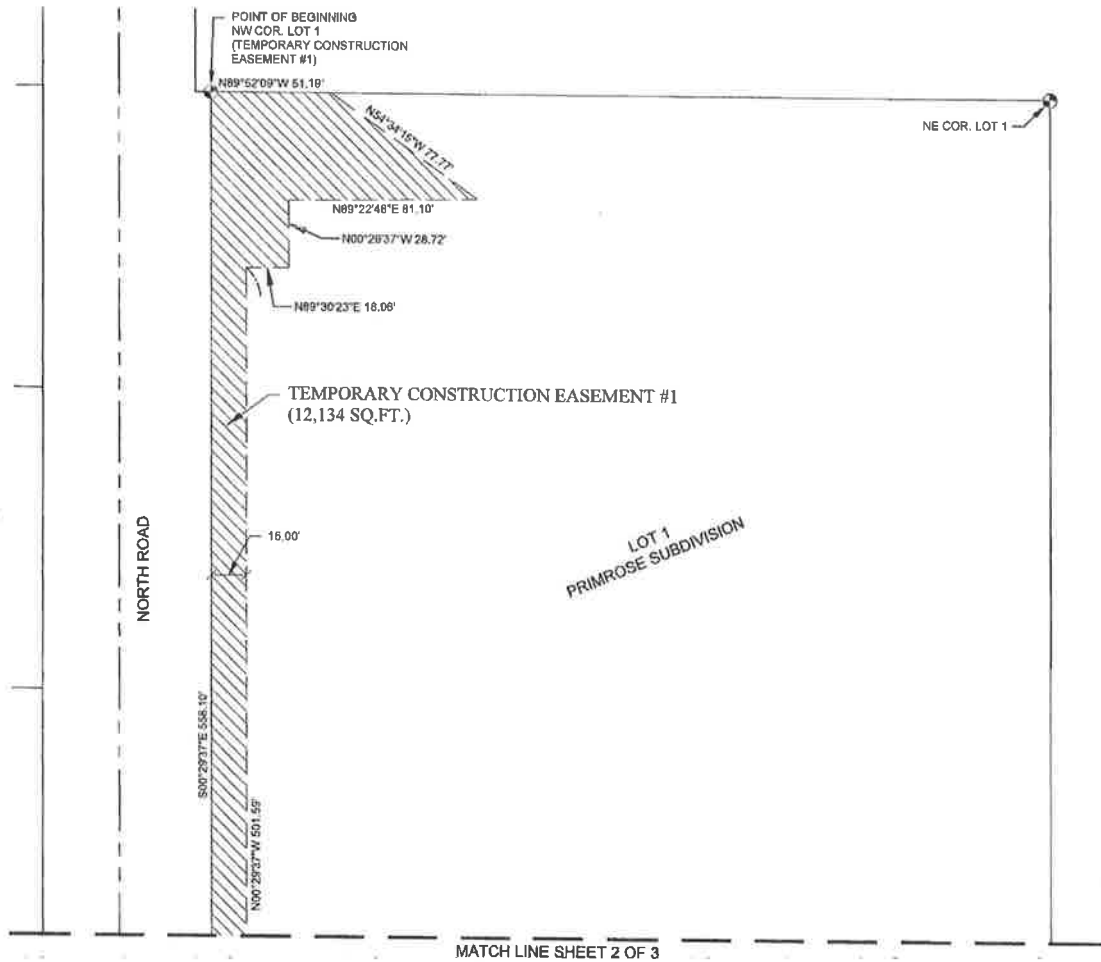
Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	<input type="checkbox"/> _____
July 24, 2020	<input type="checkbox"/> City Attorney

TEMPORARY CONSTRUCTION EASEMENT AND NEW RIGHT OF WAY EXHIBIT



NOTE: ALL BEARINGS ARE ASSUMED.

LEGEND	
MONUMENT FOUND	SECTION LINE
MONUMENT SET	TEMPORARY CONSTRUCTION EASEMENT AREA
CALCULATED POINT	PERMANENT SIDEWALK EASEMENT AREA
D DEEDED DISTANCE	RIGHT OF WAY AREA
G GOVERNMENT DISTANCE	
M MEASURED DISTANCE	
P PLATTED DISTANCE	
R RECORDED DISTANCE	

DATE	6/2/2020
SCALE	1" = 60'
DRAWN	AJG
JOB NO.	R190020
FIELD BOOK	GRAND ISLAND #7
FIELD WORK	AG/BS
SHEET	1 OF 3
TRACT NO.	9



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City of Grand Island

Tuesday, July 28, 2020

Council Session

Item G-17

#2020-175 - Approving Change Order No. 1 for Annual Pavement Markings for the Streets Division of the Public Works Department

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

Council Agenda Memo

From: Shannon Callahan, Street Superintendent

Meeting: July 28, 2020

Subject: Approving Change Order No. 1 for Annual Pavement Markings for the Streets Division of the Public Works Department

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

Background

Pavement markings are a critical part of maintaining the safety of the City's roadways and have strict standards on size, location, color, and reflectivity set by the Manual on Uniform Traffic Control. 2014 was the first striping season in which a contractor was utilized for pavement marking maintenance.

The use of a pavement marking contractor has allowed the Streets Division to re-organize its labor force to focus on the storm sewer cleaning program. Another benefit of utilizing contractor services is the reduction in traffic disruption accomplished by work being conducted only during off-peak hours (night) and completed faster using specialized equipment.

In March of 2020 the City of Grand Island City Council authorized the award of a pavement marking maintenance contract to Straight-Line Striping, Inc. of Grand Island, NE. The renewable contract was written as a three year agreement, which includes the original term plus two opportunities to renew for additional one-year periods. The contract, which includes labor, materials, and traffic control, is structured as a unit price contract which enables the Streets Division to utilize as few or as many of the bid services as necessary.

Discussion

The 2020 striping work was estimated in the amount of \$111,621.25, however this estimate is based on prior years since the contract is awarded in the winter. Prior to the work, roadways are driven at night to determine if the striping is bright enough. Quantities are impacted by wear and tear from vehicles; snow plowing, asphalt overlay project, other construction and maintenance activities.

Per the spring, night-time inspection there were several stretches of roadway that were added to the striping list that were not included in the original quantities. Capital Ave between Webb Rd and Locust St was added to the re-striping list this season. This is the first time it required re-striping since the widening project in 2016/17. Several of the overlay and chip seal roads from last year required restriping which is not typically planned the following year. This was the first year that the center turn lane arrows on East Hwy 30 between Public Safety Dr and Shady Bend Rd required painting.

The known areas left to paint were under construction during the initial round of striping include the following:

- Husker Hwy from Hwy 30 to east of North Rd (City's overlay project)
- Engleman Rd from Hwy 30 to Husker Hwy (City's overlay project)
- Schimmer Dr from North Rd to Blaine St (City's overlay project; County section included per interlocal agreement)
- Blaine St from Hwy 34 to Schimmer Dr (City's overlay project; County section included per interlocal agreement)
- Eddy St from 1st to Anna (Streets Division asphalt & concrete maintenance)
- Webb Rd from College to 16th (water main project)
- State St from Lawrence Ln to Sheridan Ave (water main project)

Public Works Administration is requesting an additional \$15,000 for a total of \$126,621.25 to ensure all areas requiring striping are completed.

Per the summary of the original bids submitted on February 12, 2020, below, the total contract with change order is well below the next lowest bidder's price.

<i>Bidder</i>	<i>Sub-Contractor(s)</i>	<i>Exceptions</i>	<i>Total Bid with Bid Section 3 (curbs and medians)</i>	<i>Total Bid <u>without</u> Bid Section 3 (curbs and medians)</i>
Straight-Line Striping, Inc. Grand Island, NE	County Line Striping, LLC Grand Island, NE	None	\$139,746.25	\$111,621.25
Highway Signing, Inc. Council Bluffs, IA	None	None	\$173,350.00	\$161,475.00

Alternatives

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

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

Recommendation

City Administration recommends that the Council approve Change Order No. 1 for Annual Pavement Markings for the Streets Division of the Public Works Department.

Sample Motion

Move to approve the resolution.

RESOLUTION 2020-175

WHEREAS, on March 10, 2020, by Resolution 2020-59, the City of Grand Island awarded the contract with Straight-Line Striping, Inc. of Grand Island, Nebraska for an amount of \$111,621.25 for Annual Pavement Markings 2020; and

WHEREAS, it has been determined that additional line item quantities are required for the 2020 calendar year; and

WHEREAS, such modifications have been incorporated into Change Order No. 1; and

WHEREAS, the result of such modifications will increase the contract amount by \$15,000 for a revised contract price of \$126,621.25.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute Change Order No. 1 between the City of Grand Island and Straight-Line Striping, Inc. of Grand Island, Nebraska to provide the additional work.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	▣ _____
July 24, 2020	▣ City Attorney

City of Grand Island
100 East 1st Street
Grand Island, Nebraska 68801

CHANGE ORDER NUMBER 1

Date of Issuance: July 28, 2020

PROJECT: Annual Pavement Markings

CONTRACTOR: Straight-Line Striping, Inc. of Grand Island, Nebraska

CONTRACT DATE: March 12, 2020

To provide additional striping for pavement marking maintenance on the City's roadways in order to meet reflectivity standards for 2020 calendar year.

Contract Price Prior to This Change Order\$ 111,621.25

Net Increase/~~Decrease~~ Resulting from this Change Order\$ 15,000.00

Revised Contract Price Including this Change Order\$ 126,621.25

Approval Recommended:

By _____
John Collins PE, Public Works Director

Date _____

The Above Change Order Accepted:

Straight-Line Striping, Inc.
Contractor

By _____

Date _____

Approved for the City of Grand Island:

By _____
Roger G. Steele, Mayor

Attest: _____
RaNae Edwards, City Clerk

Date _____



City of Grand Island

Tuesday, July 28, 2020

Council Session

Item I-1

#2020-176 - Consideration of Approving Proposed Blighted and Substandard Area 31 for 1.69 Acres located South of South Street between Henry Street and the Grand Island Bike Trail (John Baasch Augers)

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

Staff Contact: Chad Nabity

RESOLUTION 2020-176

WHEREAS, on June 27, 1994, the City of Grand Island enacted Ordinance No. 8021 creating the Community Redevelopment Authority of the City of Grand Island, Nebraska, to address the need for economic development opportunities through the vehicles provided in the Nebraska Community Development law at Neb. Rev. Stat. §18-2101, et seq., as amended; and

WHEREAS, John Baasch Augers has caused to be prepared a Blight and Substandard Study for an area of referred to as Area No. 31; and

WHEREAS, Marvin Planning Associates completed such Blight and Substandard Study and has determined that the area should be declared as substandard or blighted area in need of redevelopment; and

WHEREAS, such study was presented to the Grand Island City Council on May 28, 2019, and

WHEREAS, on May 26, 2020, the Grand Island City Council referred such study to the Hall County Regional Planning Commission for review and recommendation; and

WHEREAS, the Regional Planning Commission held a public hearing and made a recommendation regarding the study at its July 1, 2020 meeting; and

WHEREAS, a public hearing to consider approval of a Blighted and Substandard designation was held on July 28, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Blight and Substandard Study for Redevelopment Area No. 31 as identified above is hereby approved, and those areas identified in said study are declared to be blighted and substandard and in need of redevelopment as contemplated in the Community Development law.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 24, 2020	☐ City Attorney



City of Grand Island

Tuesday, July 28, 2020

Council Session

Item I-2

#2020-177 - Consideration of Approving the Revised City Fiscal Policies

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: July 28, 2020

Subject: Approving the Update of the City's Fiscal Policy Manual

Presenter(s): Patrick Brown, Finance Director

Background

The fiscal policies for the City of Grand Island were last presented to Council March 7, 2006 and approved by Resolution No.2006-75. Per the Mayor's order #2019-1, a committee was formed to review the City's Fiscal Policy Manual.

Discussion

The goals and objectives as stated in the 2006 fiscal policy manual are still pertinent today and provided the basis for the update. There was an effort to condense language, expand clarity, and bring concepts up to date, while maintaining the policy substance. The Council Committee on Budget Policy recommended to bring forward the updated Fiscal Policy Manual for Council approval or provide input to Administration to make changes as they may direct.

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 City Council approve the Fiscal Policy Manual.

Sample Motion

Move to approve the update of the City's Fiscal Policy Manual.

CITY OF GRAND ISLAND

FISCAL POLICIES MANUAL

I. INTRODUCTION:

The fiscal policies outlined in this document and the supplements are intended to be:

1. Fully consistent with the Mission and Purpose Statement for the City Of Grand Island. “Enhance the quality of life in the Grand Island Community, to recognize the vitality and diversity of our neighborhoods, and to promote development by providing effective and responsive services through vision, respect and courtesy.”
2. Enhance quality of life for Grand Island citizens by providing needed services while limiting growth in government budget and size.
3. Make City government clearly and directly accountable to its citizens.

Fiscal Policies are used here to mean the combined policies of Grand Island City government with respect to taxes and other fiscal resources, spending and debt management used in support of the City's public services program. The budget process is the major vehicle for determining and implementing the relevant policies. Fiscal policy applies management principles to social and economic data in meeting budgetary objectives. Its purpose is to provide guidance for good public practice in the planning and financing of public expenditures. Fiscal policy which is both realistic and consistent provides useful guidance for the long-term programming of services and facilities. It provides a set of assumptions under which budget and tax decisions should be made. While established for the best management of governmental resources, fiscal policy also helps set the parameters for governments' role in the broader economy of the community.

Policy formulation is the dual responsibility of the City Administrator and Finance Director, who develops policy recommendations, Mayor, and the City Council, who reviews the recommendations and establishes policy through the adoption of appropriate Ordinances and Resolutions.

The current fiscal policy is presented on the following pages under six broad policy headings: General Financial Objectives, Accounting, Auditing, and Financial Reporting Policies, Fund Balances, Investment Policies, Capital Improvement Policies, Debt management Policies, and Communication and Disclosure Policies.

II. GENERAL FINANCIAL OBJECTIVES

The City of Grand Island's general financial goals are stated as follows:

- 1) To maintain an adequate financial base for purposes of sustaining a prescribed level of services as determined by the State, Mayor, and City Council.

2) To adhere to accounting and management practices as set by the Government Finance Officers' Association (GFOA), statements issued by the Governmental Accounting Standards Board (GASB), and Generally Accepted Accounting Principles (GAAP) guidelines.

3) To respond to local and regional economic conditions, to adjust to changes in the service requirements of our community, and to respond to changes in State and Federal priorities and funding.

4) To maintain appropriate amount of cash reserves by ensuring that the City is in a position to respond to changes in the economy or new service challenges without an undue amount of financial stress.

5) To promote fiscal conservation and to obtain the highest credit rating possible by insuring that the City is at all times in a solid financial condition. This can be defined as:

- a. Cash Solvency - the ability to pay current bills in a timely fashion.
- b. Budgetary Solvency - the ability to balance the budget.
- c. Long-run Solvency - the ability to pay future costs.
- d. Service Level Solvency - the ability to provide needed and desired services.

6) To assure taxpayers that City government is well managed by using prudent financial management practices and maintaining a sound fiscal condition.

III. ACCOUNTING, AUDITING AND FINANCIAL REPORTING

The goals of the Finance Department are fully consistent with the following stated budget and accounting policies of the Grand Island City government. That is, to provide the best financial data possible to allow Administrative and the general citizenry an understanding of the complete financial circumstances surrounding public decision-making so the financial consequences of those decisions can be properly assessed and the rational allocation of City resources be enhanced.

A. Accounting and Reporting Capabilities:

The City of Grand Island's governmental accounting system must make it possible:

- to present fairly and with full disclosure the financial position and results of financial operations of the funds and account groups of the city in conformity with generally accepted accounting principles as defined by the GASB, and
- To determine and demonstrate compliance with finance-related legal and contractual requirements.

B. Fund Accounting:

The accounting system shall be organized and operated on a fund basis. A fund is defined as a fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations or restrictions.

C. Fixed Assets and Long-Term Liabilities:

Fixed assets shall be accounted for at cost or, if the cost is not practicably determinable, at estimated cost. Donated fixed assets shall be recorded at their estimated fair market value at the time received. Depreciation of general fixed assets shall be recorded in the accounts of individual funds.

D. Basis of Accounting

The basis of accounting will be determined to most efficiently measure financial position and operating results.

E. Financial Reporting:

Appropriate interim financial statements and reports of financial position, operating results, and other pertinent information shall be prepared to facilitate oversight, and where necessary or desired, for external reporting purposes.

An independent public accounting firm shall perform an annual audit and will publicly issue an opinion concerning the City's finances.

F. Budgeting:

The City of Grand Island shall prepare a comprehensive annual budget using the basis of accounting determined in Section III-D covering all funds for each ensuing fiscal period.

The Annual Appropriation Bill, when signed into law, establishes revenue, expenditure/expense and obligation authority at the summary control level of total appropriations for all funds. The City Administrator and the Finance Director shall exercise supervision and control of all budgeted expenditures within these limits, holding expenses below appropriations or allowing over-runs in individual line-items providing that at no time shall the net expenditures exceed the total appropriation for that fund as originally authorized or amended by the Mayor and City Council.

No appropriations measure shall be submitted to or adopted by the Mayor and City Council in which estimated total expenditures, including an accrued deficit, exceed estimated total revenues, including an available surplus.

There are five appropriation types unless regulated otherwise by other statutes; Personnel costs which include all employee compensation and benefit related expenses; Operating expenses which are all expenses that are required for operations; capital expenditures for assets falling within the Capitalization threshold; Debt Service which includes all debt related payments; and fund transfers.

No obligation shall be incurred against, and no payment shall be made from, any appropriation type unless there is sufficient unencumbered balance in the appropriation and sufficient funds are or will be available to meet the obligation.

The Finance Director, after the end of each month, shall transmit to the Mayor and City Council a report depicting the financial condition of budgeted operations, including, but not limited to:

- 1) A report of actual revenues by General Fund departments compared with budgeted revenues.
- 2) A report of actual expenditures by General Fund departments compared with authorized appropriations.
- 3) A statement of Cash Position for all funds with sources and uses of funds compared to prior year and fiscal year-end.
- 4) A Sales Tax Analysis report with historical monthly receipts and annual projection.

All appropriations are annual as authorized by the General Appropriations Act and the unexpended portion shall lapse at year end.

Budgeting comparisons shall be presented in the financial statements as required by GASB and all budgetary procedures shall conform to existing State Law.

The budget shall provide for adequate maintenance of the capital plant and equipment, and for their orderly replacement.

The budget shall provide for adequate funding of the City's retirement programs.

The operating budget shall describe the major program goals to be achieved, and the services and programs to be delivered for the level of funding provided.

IV. FUND BALANCE

The establishment and maintenance of adequate cash balances and reserves allows the City financial flexibility and security and is recognized as an important factor considered by bond rating agencies and the underwriting community when reviewing City debt issuance. Along with maintaining the City's credit worthiness, such cash balances and reserves provide the means to handle economic uncertainties, local disasters and other unanticipated financial hardships, as well as, to meet cash flow requirements. In addition to the designations noted below, fund balance levels will be sufficient to meet funding requirements for projects approved in prior years that are carried forward into the new year; debt service reserve requirements; and other reserves or designations required by contractual obligations or generally accepted accounting principles.

- General Fund - The City shall strive to maintain the fund balance at no less than 30% of the proposed operating (personnel and operating expenditures combined) budget expenditures for the General Fund.
- Capital Project Funds - There is no minimum fund balance requirement for the Capital Project Funds.
- Debt Service Funds - The City shall maintain sufficient reserves in its debt service funds which shall equal or exceed the reserve fund balance of twelve (12) months of debt service or as required by bond ordinances.
- Enterprise Funds - The City shall strive to maintain the fund balance at no less than 30%

of the proposed operating budget expenditures for the Enterprise Funds. Fund balance may also include funds equal to the projected cost of replacement, additions of existing capital assets financed on a "pay as you go" basis, and contingency funds.

- Internal Service Fund
 - Health Insurance Cash Balance - The City shall strive to maintain cash balance at no less than four (4) to six (6) months of the proposed operating budget expenditures for Health Insurance as long as the City is self-insured.
 - Property & Casualty Cash Balance - The City shall strive to maintain a cash balance at no less than four (4) to six (6) months of the proposed operating budget expenditures for Property & Casualty.
 - Workers Compensation Cash Balance - The City shall strive to maintain a cash balance at no less than four (4) to six (6) months of the proposed operating budget expenditures for Workers Compensation.
 - Information Technology Cash Balance - The City shall strive to maintain a cash balance at no less than 10% of the proposed operating budget expenditures for the Information Technology.
 - Fleet Services Cash Balance - The City shall strive to maintain a cash balance at no less than 10% of the proposed operating budget expenditures for the Fleet Services.
- Pension Trust Funds - The City shall strive to maintain the fund balance based on the minimum actuarially determined contribution.
- Agency Funds - There is no minimum fund balance requirement for Agency Funds.
- Use of Fund Balance - Fund Balance shall be used only for emergencies, non- recurring expenditures, or major capital purchases that cannot be accommodated through current year savings. Should such use reduce the balance below the appropriate level set as the objective for that fund as indicated above, restoration recommendations will accompany the decision to utilize said fund balance.

V. PURCHASING POLICIES:

The City Council establishes purchasing policies as detailed in the City Code.

Through the Procurement Code, the City of Grand Island is protected by various safeguards. The Code sets requirements at certain cost levels for bidder security, payment and performance bonding. Ethics for City officials and employees are also clearly established to prevent the acceptance of gratuities and kickbacks, as well as, preventing any City official or employee financial gains from a procurement contract.

The competitive bidding procedure for larger purchases defines any exceptions outlined by the Code and gives basic instructions to user departments for day to day purchasing.

V. REVENUE AND INVESTMENT POLICIES:

Administration of Revenue and Investment Policies is the responsibility of the City Treasurer (Finance Director). The two main objectives of the Finance Director in the role of City Treasurer are the custodian of all City funds and the collector of receipts.

The goals and objectives of the Treasurer's Office include:

- To guarantee the safety of City funds by adhering to statutory requirements regarding bonding and placement of funds and maintaining a system of controls to monitor such activities.
- To maximize earnings on temporarily available funds by seeking the best available combination of safety, interest rates, and lengths of short term investments.
- To conform to the guidelines and objectives as detailed in the Investment Policy document as approved by council.

A. REVENUE POLICIES:

When exercising the City's tariff and taxing powers, the City will comply with the following principles:

1) Stability - A diversified and stable revenue system shall be maintained to ensure fiscal health and absorb short run fluctuations in any one revenue source. Ongoing operating costs should be supported by ongoing, stable revenue sources.

2) Sufficiency - Fees should cover the full cost of issuance, administration and enforcement.

3) Efficiency - A fee should be levied in a way which can be easily and inexpensively administered by the City and complied with by the taxpayer. A minimum of the revenue raised through a fee or tax should be consumed in the process of raising it.

4) Simplicity - Charges and levies should be readily understood by the taxpayer and the official. The amount of the charge or levy should be easily computed and verified.

5) Equitability - No arbitrary distinctions should be made among taxpayers or classes of taxpayers. However, distinctions will be made when the City believes that such distinctions are appropriate and will not have a disproportionate impact on taxpayers or a class of taxpayers.

6) Growth - Fees, charges or levies should not be excessive, so as to either discourage reasonable economic growth or to place the City of Grand Island in a position of comparative disadvantage with other communities. Revenues from growth or development should be targeted to costs related to development or invested in improvements that will benefit future residents or make future services provision more efficient.

7) Reliability and Continuity - Fluctuating federal and state grants should not be used to fund ongoing programs. Grant applications to fund new service programs with State or Federal funds shall be reviewed by the City, with significant consideration given to whether locally generated funds will be required to support these programs when original funding is

no longer available. A minimum of locally generated revenues will be used to replace funding for activities which are or have traditionally been the responsibilities of the Federal and State governments.

8) Full Cost Recovery - Where the City of Grand Island provides services on behalf of other governmental jurisdictions, the City shall establish and maintain agreements and contracts with those jurisdiction - including the Federal Government, the State of Nebraska, Hall County, joint agencies, other counties and incorporated cities, and taxing districts - to strive to ensure the City of Grand Island is reimbursed for the full cost of those services.

9) Maximization - In order to maximize revenues, the City shall, to the fullest extent possible:

- a. Aggressively collect revenues.
- b. Establish all fees and use charges at levels related to recovery of full costs incurred in providing the related services.
- c. Review fees and user charges annually so as to provide for changes in rates to keep pace with changes in the costs of providing services.
- d. Charge fees for all services that benefit limited interests within the community, except for human needs services to persons with limited ability to pay.
- e. Make revenue projections for five years and revise annually.

B. INVESTMENT POLICIES:

Consistent with the Treasurers' Office stated goals and objectives, the City operates under the following general investment policies:

- 1) The City analyzes the cash flow of all funds on a regular basis to ensure maximum cash availability.
- 2) Market conditions and investment securities are reviewed on a regular basis to determine the maximum yield to be obtained.
- 3) The City will invest as much of its idle cash as possible on a continuous basis. These investments shall be in quality issues and in compliance with Council Resolutions and State Statutes regarding investment requirements.

VI. CAPITAL IMPROVEMENT POLICIES:

A. General

- 1) A Fixed Asset Inventory of the City's physical assets and their conditions shall be developed and maintained.
- 2) The Department Directors, in conjunction with the City Administrator, shall develop a multi-year plan for capital improvements and update it annually. The Capital Improvement Program shall identify estimated costs and funding sources for each capital project, as well as the City Administrator's relative priority, before it is submitted to the Mayor and City Council for review, modification and approval.
- 3) City operating budgets shall provide for adequate facility maintenance and operations. Ongoing maintenance funds shall be estimated and identified prior to making the decision to undertake capital improvements.
- 4) The City shall make improvements to existing facilities and adopt non-capital strategies to increase capacity prior to making recommendations for new facilities.
- 5) The City shall rehabilitate or replace structures which have service problems, safety concerns, or are economically inefficient to operate.

B. Financing Capital Projects is categorized as follows, with financing as noted for each category:

- 1) **Replacement** - Capital expenditures relating to normal replacement of worn or obsolete capital plant should be financed on a pay-as-you-go basis, with debt financing considered where appropriate.
- 2) **Expansion** - Capital expenditures relating to the construction of new or expanded facilities necessitated by growth should be financed primarily on a pay-as-you-go basis, but when the new improvements can be determined to benefit the overall population in the future, debt financing may be appropriate.
- 3) **Unusual** - Some capital expenditures for improvements enhance the quality of life in the City of Grand Island and are consistent with the City's goals but cannot be categorized as essential for the provision of basic services or maintenance of the useful life of existing facilities. Source of funding shall be determined by looking to the ultimate beneficiary of each capital improvement.

C. Prioritization of Capital Projects - Capital improvement needs are to be identified, categorized and prioritized as follows:

- 1) First Priority: Essential Basic Services.
- 2) Second Priority: Essential Maintenance of Effort Services.
- 3) Third Priority: Essential Quality of Life Services.

- 4) Fourth Priority: Desirable Basic Services.
- 5) Fifth Priority: Desirable Maintenance of Effort Services
- 6) Sixth Priority: Desirable Quality of Life Services.

VII. DEBT MANAGEMENT POLICIES:

A. The following debt management policies shall be used to provide the general framework for planning and reviewing debt proposals. The City recognizes that there are no absolute rules or easy formulas that can substitute for a thorough review of all information affecting the City 's debt position. Debt decisions should be the result of deliberate consideration of all factors involved including but not limited to life expectancy of capital improvement and/or expansion.

B. The City of Grand Island will use debt financing when it is appropriate. It shall be judged appropriate only when the following conditions exist:

- 1) When non-continuous capital improvements are desired.
- 2) When it can be determined that future citizen's will receive a benefit from the improvement and/or expansion.

C. The City may use short-term borrowing (Notes) to finance operating needs as a bridge between maturity dates of long term investments, but reasonable forecasting should minimize this need. However, interim financing in anticipation of a definite fixed source of revenue such as property taxes, an authorized but unsold bond issue, or a grant is acceptable. Such tax, bond or grant anticipation notes and warrants shall not:

- 1) Have maturities greater than 2 1/2 years;
- 2) Be rolled over for a period greater than one year; or
- 3) Be issued solely on the expectation that interest rates will decline from current levels.

D. Uses of Debt Financing:

- 1) Bond proceeds shall be limited to financing the costs of planning, design, land acquisition, buildings, permanent structures, attached fixtures or equipment, and infrastructures
- 2) Non-capital furnishings and supplies shall not be financed from bond proceeds.
- 3) Refunding bond issues designed to restructure currently outstanding debt is an acceptable use of bond proceeds.

E. Taxpayer Equity - A significant proportion of the City's property tax payers and citizens should benefit from projects financed by limited general obligation bonds. This principle of taxpayer equity shall be a primary consideration in determining the type of projects selected for financing.

F. When the City of Grand Island utilizes long-term debt financing it shall ensure that the debt is soundly financed by forecasting, conservatively but accurately, all revenue sources that will be utilized to pay the debt.

VIII. COMMUNICATION AND DISCLOSURE POLICIES:

The City of Grand Island's primary financial reporting objectives are keyed to open communication and full disclosure.

A. Financial reporting shall assist in fulfilling the City's duty to be publicly accountable and enable users to assess that accountability.

B. Financial reporting shall assist users in evaluating the operating results of the City of Grand Island for the year.

C. Financial reporting shall assist users in assessing the level of services that can be provided by the City and its ability to meet its obligations as they become due.

D. These primary objectives are divided further into six basic objectives; financial reporting shall:

- 1) Provide information to determine whether current-year revenues were sufficient to pay for current-year services.
- 2) Demonstrate whether resources were obtained and used in accordance with the City's legally adopted budget; it shall also demonstrate compliance with other finance-related legal or contractual requirements.
- 3) Provide information to assist users in assessing the service efforts, costs and accomplishments of the City of Grand Island.
- 4) Provide information about sources and uses of financial resources and how the City financed its activities and met its cash requirements.
- 5) Provide information necessary to determine whether the City's financial position improved or deteriorated as a result of the year's operations.
- 6) Disclose legal or contractual restrictions on resources and risks of potential loss of resources.

E. The City of Grand Island shall maintain good communications with bond rating agencies to inform them about the City's financial condition. Each bond prospectus shall follow the Governmental Finance Officers Association disclosure guidelines.

F. These objectives are not considered to be static. Revisions are to be expected as needs change or as requirements for additional financial reporting information emerges.

IX. CODE OF PROFESSIONAL ETHICS:

A. City officials and employees are enjoined to adhere to legal, moral and professional standards of conduct in the fulfillment of their professional responsibilities.

1) Personal Standards –

a. City officials and employees shall demonstrate and be dedicated to the highest ideals of honor and integrity in all public and personal relationships to merit the respect, trust and confidence of governing officials, other public officials, employees, and of the public.

b. They shall abide by approved professional practices and recommended standards.

2) Responsibility as Public Officials City officials and employees shall recognize and be accountable for their responsibilities as officials in the public sector.

a. They shall be sensitive and responsive to the rights of the public and its changing needs.

b. They shall strive to provide the highest quality of performance and counsel.

c. They shall exercise prudence and integrity in the management of funds in their custody and in all financial transactions.

d. They shall uphold both the letter and the spirit of the constitution, legislation and regulations governing their actions and report violations of the law to the appropriate authorities.

3) Professional Development The City shall emphasize and support a program of professional development. City officials and employees are expected to support programs to enhance their competence and that of their colleagues. Public officials shall promote excellence in the public service.

4) Professional Integrity Information - City officials and employees shall demonstrate professional integrity in the issuance and management of information.

a. They shall not knowingly sign, subscribe to, or permit the issuance of any statement or report which contains any misstatement or which omits any material fact.

b. They shall prepare and present statements and financial information pursuant to applicable law and generally accepted practices and guidelines.

c. They shall respect and protect privileged information to which they have access by virtue of their office.

d. They shall be sensitive and responsive to inquiries from the public and the media, within the framework of state or local government policy.

5) Professional Integrity- Relationships

a. They shall exhibit loyalty and trust in the affairs and interests of the government they serve, within the confines of this Code of Ethics.

b. They shall not knowingly be a party to or condone any illegal or improper activity.

c. They shall respect the rights, responsibilities and integrity of their colleagues and other public officials with whom they work and associate.

d. They shall manage all matters of personnel within the scope of their authority so that fairness and impartiality govern their decisions.

e. They shall promote equal employment opportunities, and in doing so, oppose any discrimination, harassment or other unfair practices.

6) Conflict of Interest - City officials and employees shall actively avoid the appearance of or fact of conflicting interest.

a. They shall discharge their duties without favor and shall refrain from engaging in any outside matters of financial or personal interest incompatible with the impartial and objective performance of their duties.

b. They shall not, directly or indirectly, seek or accept personal gain which would influence, or appear to influence, the conduct of their official duties.

c. They shall not use public property or resources for personal or political gain.

RESOLUTION 2020-177

WHEREAS, on March 7, 2006 by Resolution 2006-75, the City Council of the City of Grand Island approved and adopted a Fiscal Policy Manual; and

WHEREAS, the Council Committee on Budget Policy have recommended that the Fiscal Policy Manual be updated; and

WHEREAS, City Administration recommends adoption of the proposed Fiscal Policy Manual.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Fiscal Policy Manual for the City of Grand Island is hereby approved and adopted; and that the city administration be responsible for implementation of the policy outlined therein.

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Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2020

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 24, 2020	☐ City Attorney



City of Grand Island

Tuesday, July 28, 2020

Council Session

Item I-3

#2020-178 - Consideration of Approving to Retain the Services of a Bond Underwriting Firm

Staff Contact: Patrick Brown

Council Agenda Memo

From: Patrick Brown, Finance Director

Meeting: July 28, 2020

Subject: Consideration to Explore Financing through Public Markets

Presenter(s): Patrick Brown, Finance Director

Background

The City currently has one (1) Sewer Bond, one (1) Water Bond, and two (2) Electric bonds in place.

Discussion

Administration is wanting to explore the refinancing of the above mentioned bonds by issuing a Request for Proposal or such other method determined appropriate to obtain proposals from underwriting firms to serve as underwriter under the guidance of the City's financial advisor. The amounts, terms and conditions of Proposed Bond Issues will be provided in bond ordinances to be passed by Council at a future meeting or meetings. The resolution is not intended to obligate the City to issue any of the Proposed Bond Issues.

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 City Council adopt Resolution 2020-178.

Sample Motion

Move to approve Resolution 2020-178.

RESOLUTION NO. 2020-178

BE IT RESOLVED by the Council (the “**Council**”) of the City of Grand Island, Nebraska (the “**City**”) as follows:

Section 1. Findings.

(a) The City plans to explore the following financings through access to the public markets and issuing bonds:

1. Highway Allocation Fund Pledge Bonds for certain paving projects in the City (“**Street Bonds**”);

2. Sewer System Revenue Refunding Bonds to refund all or a portion of (i) the City’s Sewer System Revenue and Refunding Bonds, Series 2013, and (ii) the City’s outstanding loans from the Department of Environment and Energy, all to achieve interest savings and modernize covenants related to the City’s outstanding sewer bonds consistent with current market requirements, but only to the extent net present value savings can be achieved through such refundings (the “**Sewer Refunding Bonds**”);

3. Electric System Revenue Refunding Bonds to refund the City’s 2013 Electric System Revenue Bonds, and defease the 2012 Electric Revenue Refunding Bonds, to achieve interest savings and modernize covenants related to the City’s outstanding electric revenue bonds consistent with current market requirements, but only to the extent net present value savings can be achieved through such refunding (the “**Electric Refunding Bonds**”); and

4. Water Revenue Refunding Bonds to refund the City’s 2017 Water Revenue and Refunding Bonds, to achieve interest savings and modernize covenants related to the City’s outstanding water revenue bonds consistent with current market requirements, but only to the extent net present value savings can be achieved through such refunding (the “**Water Refunding Bonds**”).

(b) In order to access the public markets for the Street Bonds, Sewer Refunding Bonds, Electric Refunding Bonds, and Water Refunding Bonds (together, the “**Proposed Bond Issues**”), it is in the best interests of the City to engage an underwriting firm to serve as underwriter for the Proposed Bond Issues.

(c) The City has been advised by its financial advisor that evaluation of underwriting firms through a request for proposals process would provide the City with sufficient information to make an informed decision in selection of an underwriting firm

Section 2. Resolution.

(a) The Council hereby resolves that the City shall further explore the Proposed Bond Issues and issue a request for proposals or such other method determined appropriate to obtain proposals from underwriting firms to serve as underwriter for the Proposed Bond Issues under the guidance of the City’s financial advisor.

(b) The Proposed Bond Issues will be issued in the amounts and upon the terms and conditions provided in bond ordinances to be passed by the Council at a future meeting or meetings. Notwithstanding any other provision of this Resolution, nothing contained herein is intended to obligate the City to issue any of the Proposed Bond Issues.

Approved as to Form	by _____
July 24, 2020	City Attorney

(c) The Mayor, City Administrator and Finance Director (each an “**Authorized Officer**”) are hereby individually authorized to determine how best to conduct the process to solicit proposals from underwriting firms and to evaluate the proposals received for the Proposed Bond Issues, make a selection of the underwriting firm or firms determined by such Authorized Officer to be best suited to serve as the City’s underwriter for the Proposed Bond Issues, and take any further action as such Authorized Officer shall deem necessary or desirable without further action by the Council to carry out the selection of an underwriting firm or firms as contemplated by this Resolution.

Section 3. Effective Dates. This Resolution will be in full force and effect from and after its passage and adoption by the Council and approval by the Mayor.

Section 4. Conflicting Resolutions Repealed. All resolutions of the Council, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

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Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk



City of Grand Island

Tuesday, July 28, 2020

Council Session

Item I-4

#2020-179 - Consideration of Approving One and Six Year Street Improvement Plan and Capital Improvement Projects

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

Staff Contact: John Collins

RESOLUTION 2020-179

WHEREAS, the Regional Planning Commission, after public notice having been published in one issue of the Grand Island Independent, and such notice also having been posted in at least three places in areas where it was likely to attract attention, conducted a public hearing on July 28, 2020, on the One and Six Year Street Improvement Plan for the City of Grand Island; and

WHEREAS, the Grand Island City Council, after public notice having been published in one issue of the Grand Island Independent, and such notice also having been posted in at least three places in areas where it was likely to attract attention, conducted a public hearing on July 28, 2020, on the One and Six Year Street Improvement Plan for the City of Grand Island; and

WHEREAS, this Council has determined that the One and Six Year Street Improvement Program as set out in Exhibit "A" should be adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the One and Six Year Street Improvement Program 2021-2026, based on priorities of needs and calculated to contribute to the orderly development of city streets, and identified as Exhibit "A", is hereby approved and adopted by this Council.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 24, 2020	☐ City Attorney

Project	2021	2022	2023	2024	2025
Capital Ave; Moores Creek to North Rd	\$ 1,090,000	\$ 150,000	\$ 2,100,000		
Eddy St Underpass Rehabilitation	\$ 900,000				
Custer Ave Rehabilitation	\$ 900,000				
Annual Curb Ramp Installation	\$ 155,000	\$ 164,000	\$ 169,000	\$ 464,000	\$ 478,000
Webb Road Paving Assessments	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000
Old Potash Hwy; North Rd to Webb Rd	\$ 7,875,000	\$ 4,775,000			
Broadwell Ave/ UPRR Grade Separation	\$ 124,000	\$ 550,000	\$ 563,000		
North Rd; Hwy 2 to 13th St	\$ 2,540,000	\$ 2,854,000			
North Rd; 13th St to Old Potash Hwy	\$ 15,000	\$ 3,538,000	\$ 1,800,000		
North Rd; Old Potash Hwy to Hwy 30	\$ 15,000	\$ 150,000	\$ 2,650,000		
N 80 Westland Delineation	\$ 150,000				
Northwest Flood Control Project	\$ 490,500				
Sidewalk Cost Share Program	\$ 25,000				
Moores Creek Drain Extension	\$ 95,000				
Capital Avenue Drainage	\$ 250,000				
Platte Valley Industrial Park Outlet	\$ 200,000				
Capital Heights Drainage	\$ 300,000				
Misc Drainage Improvements- Various Locations	\$ 75,000				
Five Points Intersection Improvements		\$ 550,000			
US Highway 30 Bridges		\$ 230,000			
US Highway 34/ 281 Overlay			\$ 900,000		
US Highway 30 Realignment				\$ 1,600,000	
	\$ 15,319,500	\$ 13,081,000	\$ 8,302,000	\$ 2,184,000	\$ 598,000



City of Grand Island

Tuesday, July 28, 2020

Council Session

Item I-5

#2020-180 - Consideration of Approving Donation Agreement with JBS-USA for Hike Bike Trail Expansion and Playground Improvements

Staff Contact: Todd McCoy

Council Agenda Memo

From: Todd McCoy, Parks and Recreation Director

Meeting: July 28, 2020

Subject: Consideration of Approving Donation Agreement with JBS USA for Hike Bike Trail Expansion and Playground Improvements

Presenter: Todd McCoy, Parks and Recreation Director

Background

JBS has approached the City to provide \$1,000,000 of funding to build a new playground at the Veteran's Sports Complex and extend the existing beltline hike/bike trail system. The funding for this project comes from a recent JBS Hometown Strong initiative to support local communities.

Discussion

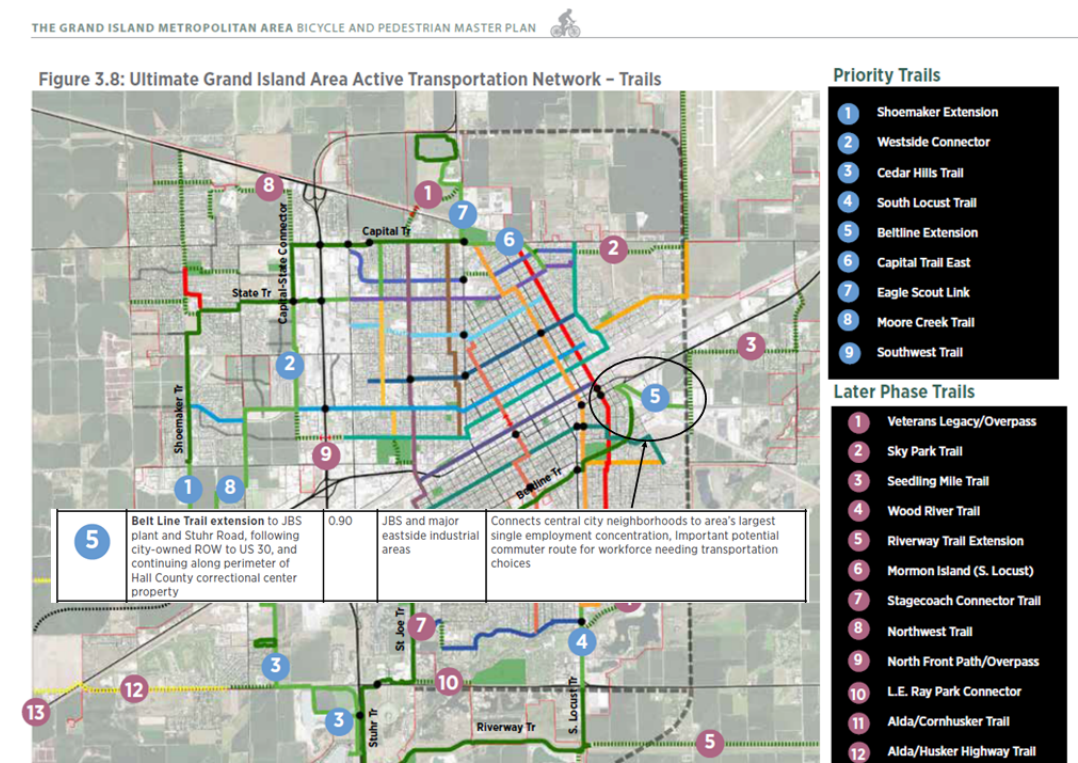
Veteran's Sports Complex Playground Addition:

Space for future playground equipment was dedicated in the design of the Veteran's Sports Complex just west of the splash pad. The splash pad and fields have proved to be a very popular area. The playground will greatly compliment the family area that currently includes green space, picnic shelters, and the popular splash pad. The estimated cost of the playground is \$350,000 - \$400,000.



Beltline Trail Extension:

The John Brownell Beltline Trail currently ends at Cherry Street in east Grand Island. The proposed 10' wide concrete trail will be approximately one mile extending the existing trail east and ending at the JBS plant. The trail extension project is listed as a Phase I "Priority Trail" in the recent Grand Island Metropolitan Area Bicycle and Pedestrian Master Plan because of its added safety, connectivity, and anticipated high use. The estimated cost of the trail is \$550,000 - \$650,000.



Alternatives

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

1. Approve the agreement.
2. Take no action on the issue.

Recommendation

City Administration recommends that Council approve the agreement with JBS to accept \$1,000,000 for the construction of the Beltline Trail Extension and Playground at the Veteran's Sports Complex.

Sample Motion

Move to approve the agreement with JBS USA to construct the Beltline Trail Extension and Playground at the Veteran's Sports Complex.

RESOLUTION 2020-180

WHEREAS, JBS USA has approached the City to provide a \$1,000,000 donation to the Parks and Recreation Department; and

WHEREAS, the \$1,000,000 donation would be earmarked for a new playground at the Veteran's Sports Complex and extend the existing John Brownell hike/bike trail system; and

WHEREAS, the City shall grant JBS USA mutually agreed upon name and logo recognition for the park playground and trail extension.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the City of Grand Island accept the \$1,000,000 donation and enter into an agreement for the John Brownell hike/bike trail extension and new playground at the Veteran's Sports Complex.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 28, 2020.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
July 24, 2020	☐ City Attorney

DONATION AGREEMENT

1. PARTIES. This Donation Agreement (the "Agreement") is made and entered into this 28th day of July, 2020, by and between _____ located at _____ ("Donee") and JBS USA Food Company, a Delaware corporation located at 1770 Promontory Circle, Greeley, Colorado ("Donor") (each a "Party," collectively, the "Parties").

2. RECITALS AND PURPOSE.

2.1. The Donor commits to provide the Donee with the Donation Funds set forth in **Exhibit A** for sole purpose set forth in **Exhibit A**; and

2.2. The Donee, in recognition of Donor's commitment, wishes to provide Donor with the Benefits set for in **Exhibit B**.

Accordingly, in consideration of the mutual promises set forth in this Agreement, the parties covenant and agree to the terms and conditions set forth in the following paragraphs.

3. FUNDS. The Donor agrees to disburse to the Donee those funds indicated on the attached **Exhibit A** ("Donation Funds" or "Gift") in accordance with the Fund Disbursement Schedule set forth therein. The Donation Funds shall be used for the sole purpose(s) set forth in **Exhibit A**.

4. RECOGNITION. In recognition of the Donor's commitment set forth in Section 3 of this Agreement, Donee shall provide Donor's with the Benefits ("Benefits") set forth in **Exhibit B**.

5. RECEIPT. Within five (5) business days of receiving the Donation Funds or Gift (of the first installment thereof) listed in **Exhibit A** the Donee shall provide the Donor with a receipt. The receipt must be written on the official letterhead of the Donee and contain the following information: a) the name of the Donee as listed in Section 1 of this Agreement, b) the date the Donation Funds or Gift (of the first installment thereof) was given, c) the amount of the Donation Funds as set forth in **Exhibit A**, d) a description of any non-monetary Gift set forth in **Exhibit A**, and e) either a statement that no goods or services were provided by the Donee in exchange for the Donation Funds or the Gift, or description and good faith estimate (no estimate is need for naming rights) of the value of goods or services set forth in **Exhibit B**.

6. DONEE TAX STATUS. The Donee is either a) state, a possession of the United States, or any of their political subdivisions, the United States, or the District of Columbia, or b) a corporation, trust, fund, or foundation organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes. The Parties desire that the Gift made by this Agreement to be made in compliance with all of the applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), the accompanying Treasury Regulations governing charitable organizations formed in accordance with the Code, and any other applicable laws governing charitable donations.

7. LICENSE. The Donor grants to the Donee a nonexclusive, non-transferable, non-sublicensable license to use certain "Donor Trademarks" owned by the Donor solely in connection with this Agreement. "Donor Trademarks" shall mean solely the Donor trade names, marks and logos specified in **Exhibit C** hereto; provided, however, that the Donor in its sole discretion from time to time, may change the appearance and/or style of the Donor Trademarks or add or subtract from the list in **Exhibit C**, provided that, unless required earlier by a court order or to avoid potential infringement liability, Donee shall have 30 days' notice to implement any such changes. Donee

hereby acknowledges and agrees that, (i) the Donor has represented to Donee that the Donor Trademarks are owned solely and exclusively by the Donor, (ii) except as set forth herein, the Donee has no rights, title or interest in or to the Donor Trademarks and (iii) all use of the Donor Trademarks by the Donee shall inure to the benefit of the Donor. Donee agrees not to apply for registration of the Donor Trademarks (or any mark confusingly similar thereto) anywhere in the world. Notwithstanding the foregoing, any use of the Donor Trademarks pursuant to this license shall require the prior consent of the Donor.

7.1. Ownership. Donee acknowledges and agrees that the presentation and image of the Donor Trademarks should be uniform and consistent with respect to all services, activities and products associated with the Donor Trademarks. Accordingly, Donee agrees to use the Donor Trademarks solely in the manner that the Donor shall specify from time to time in the Donor's sole discretion. All usage by Donee of the Donor Trademarks shall include the appropriate trademark symbol. No use of the Donor Trademarks shall be permitted without the prior consent of the Donor.

8. TERMINATION. Donor may immediately terminate this Agreement with no further liability to Donee if Donee at any time breaches its obligations under this Agreement, and Donee does not cure such failure within thirty (30) days after receipt of written notice from the Donor.

9. RELATIONSHIP. Notwithstanding any provision to the contrary in this Donation Agreement, the Parties agree that their relationship with respect to the Gift contemplated herein is one of donor and donee only, and no provision of this Donation Agreement shall be construed to create any other type of status or relationship between the Parties with respect to such Gift. Neither Party nor its agents or employees are the representatives of the other Party for any purpose and neither Party has the power or authority as agent, employee or any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.

10. LIMITATION OF LIABILITY. Neither Party shall be liable to the other or any third party for any consequential, indirect, incidental, special, or punitive damages. The aggregate liability of each Party under this agreement shall be one-thousand dollars (\$1,000).

11. FORCE MAJEURE. Neither Party shall be deemed to have defaulted or failed to perform under this Agreement if that Party's ability to perform or default shall have been caused by an event or events beyond the control and without the fault of that Party, including fire, flood, explosion, act of God or a public enemy, strike, labor dispute, civil riot, pandemic, or the ability of Donor to provide the Gift is impacted by any of the foregoing ("Force Majeure Event"). Upon the occurrence of the Force Majeure Event, the Party claiming the Force Majeure Event shall promptly notify the other Party in writing of such event. Notwithstanding the foregoing, in the event of a Force Majeure Event, each Party agrees to make a good faith effort to perform its obligations hereunder.

12. ASSIGNMENT. The provisions of this Agreement will be binding on the Parties' successors and assigns. Upon notice to the other party, either party may assign this Agreement in whole or in part to any affiliate or subsidiary, or any party acquiring substantially all of the stock or assets of that party. Any other assignment shall require the prior written consent of the other party. Such consent not to be unreasonably withheld.

13. NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given

at the address set forth in Section 1 of this Agreement. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

- 14. EXHIBITS.** All exhibits referred to in this Agreement are, by reference, incorporated in this Agreement for all purposes.
- 15. PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.
- 16. ADDITIONAL DOCUMENTS OR ACTION.** The parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.
- 17. INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.
- 18. WAIVER OF BREACH.** The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
- 19. GOVERNING LAW.** The construction and interpretation of this Agreement and any disputes arising hereunder (whether for breach of contract, tortious conduct or otherwise) shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving reference to its conflict of laws principles. In the event any suit, action or proceeding is brought by either party with respect to this Agreement or the matters contemplated herein, such action, suit or proceeding shall be brought in the state courts located in Weld County, Colorado and both Parties hereby accept, consent and submit to the exclusive jurisdiction of such court for the purpose of any such action, suit or proceeding.
- 20. SEVERABILITY.** If any provision of this Agreement is declared to be invalid, void or unenforceable by a court of competent jurisdiction, such provision shall be deemed to be severable, and all other provisions of this Agreement shall remain fully enforceable, and this Agreement shall be interpreted in all respects as if such provision were omitted.
- 21. AUTHORITY.** The Donee represents that it has full power and authority to execute this Agreement and to carry out the transactions contemplated hereby, and that all corporate action on the part of the Donee, its officers, directors and shareholders and all consents, approvals, orders, authorizations or filings with any federal or state governmental agency necessary for the authorization, execution, delivery and performance of this Agreement by the Donee and the consummation of the transactions contemplated herein by the Donee has been taken or obtained, and that this Agreement constitutes the legal, valid and binding obligation of such entity.
- 22. ELECTRONIC SIGNATURE & COPIES.** electronic signatures shall constitute original signatures for all purposes of this Agreement. Any and all electronic copies of the Agreement shall be treated as an original version.

[signature page follows]

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

Donor:

JBS USA Food Company

By: _____

Name: Christopher Gaddis

Title: Head of Human Resources

Donee:

CITY OF GRAND ISLAND, NEBRASKA,

By _____
Mayor

Date _____

Attest: _____
City Clerk

Attorney for the City

Date _____

EXHIBIT A

Donation Fund Amount:

\$1,000,000

Fund Disbursement Schedule:

Lump sum payment.

Sole Purpose of the Funds:

Expansion of the Grand Island, Nebraska Hike and Bike Trail to the JBS Grand Island Beef Facility as described below, and the construction of the Veteran's Sports Complex Playground in Grand Island, Nebraska.



Non-monetary Gift (if applicable):

EXHIBIT B

Benefits:

1. Donee shall grant Donor life-long naming rights of the Grand Island, Nebraska Hike and Bike Trail that connects the existing trail to the JBS Grand Island Beef Facility as described in Exhibit A, which shall last for the duration of that section of the trail and prominently feature the Donor's name and logo. If, at any time, Donor requests an update to the name(s) or logo(s) set forth in Exhibit C and subsequently used in or on the JBS section of the Hike and Bike Trail, Donee shall work with Donor, at Donor's cost, to effectuate such change.
2. Donee shall grant Donor life-long naming rights of the Veteran's Sports Complex Playground as described in Exhibit A, which shall last for the duration of the Veteran's Sports Complex Playground and prominently feature the Donor's name and logo. If, at any time, Donor requests an update to the name(s) or logo(s) set forth in Exhibit C and subsequently used in or on the Veteran's Sports Complex Playground, Donee shall work with Donor, at Donor's cost, to effectuate such change.

EXHIBIT C

Donor Trademarks:



JBS USA Food Company

JBS

EXHIBIT D

Expansion of the Grand Island Hike and Bike Trail to the JBS Grand Island Beef Facility as outlined below in red.





City of Grand Island

Tuesday, July 28, 2020

Council Session

Item J-1

Approving Payment of Claims for the Period of July 15, 2020 through July 28, 2020

*The Claims for the period of July 15, 2020 through July 28, 2020 for a total amount of \$5,605,725.94 A
MOTION is in order.*

Staff Contact: Patrick Brown